WORKSHOP SESSION

CITY COUNCIL

MAY 12, 2009

6:00 P.M.

1 - HISTORICAL PRESERVATION ORDINANCE

2 - PARKING MARION PLACE / KEVIN HAYES / DIRECTOR RICHARDS

3 - FARMERS MARKET / MICHELE BERNICH / CARL TURNER

4 - HEALTH UPDATE H1N1 / DAVE ROACH

5 - REVIEW OF REGULAR MEETING AGENDA

EXECUTIVE SESSION

1 - LABOR NEGOTIATIONS / JAMIE PLOSIA / TENTATIVE

ADMINISTRATIVE AGENDA

CITY COUNCIL

CITY OF LONG BRANCH

MAY 12, 2009

ROLL CALL:

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

PLEDGE OF ALLEGIANCE

CERTIFICATION BY CLERK:

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

Irene A. Joline, RMC
City Clerk

HEARINGS:

LIQUOR LICENSE HEARING - SPRINGDALE CAFE

READING AND APPROVAL OF PREVIOUS MINUTES:

APRIL 28, 2009

CONSIDERATION OF ORDINANCES:
PUBLIC HEARING AND FINAL CONSIDERATION

#6-09 AN ORDINANCE DELETING SECTION 18 (G) "REQUIRED IMPROVEMENTS" WITHIN CHAPTER 300 "SUBDIVISION OF LAND", ARTICLE V "MISCELLANEOUS PROVISIONS" OF THE CODE OF THE CITY OF LONG BRANCH AND ADOPTING A NEW ARTICLE XI WITHIN SECTION 300-23 ENTITLED "STORM WATER MANAGEMENT" (INTRODUCED: APRIL 28, 2009)

#7-09 AN ORDINANCE AMENDING CHAPTER 5 "ADMINISTRATION OF GOVERNMENT" 5-17 "PUBLIC RECORDS" OF THE CODE OF THE CITY OF LONG BRANCH TO INCREASE FEES FOR COPIES OF CERTAIN PUBLIC RECORDS AS PART OF THE VITAL STATISTICS PROGRAM OF THE CITY OF LONG BRANCH (INTRODUCED: APRIL 28, 2009)

#8-09 CALENDAR YEAR 2009 – ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (NJSA 40A:4-45.14) (INTRODUCED: APRIL 28, 2009)

ORDINANCES FOR INTRODUCTION:
PUBLIC HEARING SCHEDULED FOR MAY 26, 2009

#1-09 HISTORICAL PRESERVATION ORDINANCE – LONG BRANCH, NJ

#9-09 AN ORDINANCE ESTABLISHING OUTDOOR FRESH PRODUCE MARKETS (TENTATIVE)

PUBLIC PARTICIPATION:

RESOLUTIONS:

R120-09 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LEASE FOR MUNICIPAL COURT AND DRUG PREVENTION PROGRAM OFFICES (HELD OVER FROM APRIL 28, 2009 MEETING)

R126-09 RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS

R127-09 RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

R128-09 RESOLUTION AUTHORIZING CONTRACTS FOR MUSICAL PERFORMANCES FOR SUMMER ENTERTAINMENT 2009

R129-09 RESOLUTION CERTIFYING CITY OF LONG BRANCH TAX LEVY – BOARD OF EDUCATION

R130-09 RESOLUTION APPROVAL PAYMENT OF BILLS

R131-09 RESOLUTION AWARDING BID FOR THE PURCHASE OF TWO 24' RESTROOM TRAILERS – TENTATIVE – TO BE GIVEN OUT TUESDAY EVENING

APPLICATIONS:

NONE

MISCELLANEOUS BUSINESS FOR THE GOOD OF THE ORDER

ADJOURNMENT

ORD #6-09

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

§300-23 Scope and Purpose

A. Policy Statement

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

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

B. Purpose

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

C. Applicability

1. This ordinance shall be applicable to all site plans and subdivisions for the following major developments that require preliminary or final site plan or subdivision review:
   a. Non-residential major developments; and
   b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.

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

D. Compatibility with Other Permit and Ordinance Requirements

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

§300-23.1 Definitions

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

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

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

"Compaction" means the increase in soil bulk density.

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

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

A County planning agency;

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

"Department" means the New Jersey Department of Environmental Protection.

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

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

"Development" means the division of a parcel of land into two (2) or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, by any person, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. In the case of development of agricultural lands, development means: any activity that requires a State permit; any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act, N.J.S.A 4:1C-1 et seq.

"Drainage area" means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

"Environmentally critical areas" means an area or feature which is of significant environmental value, including, but not limited to: stream corridors; natural heritage priority sites; habitat of endangered or threatened species; large areas of contiguous open space or upland forest; steep slopes; and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

"Empowerment Neighborhood" means a neighborhood designated by the Urban Coordinating Council "in consultation and conjunction with" the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

"Erosion" means the detachment and movement of soil or rock fragments by water, wind, ice or gravity.

"Impervious surface" means a surface that has been covered with a layer of material so that it is highly resistant to infiltration by water.

"Infiltration" is the process by which water seeps into the soil from precipitation.

"Major development" means any "development" that provides for ultimately disturbing one (1) or more acres of land. Disturbance for the purpose of this rule is the placement of impervious surface or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation.

"Municipality" means the City of Long Branch.

"Node" means an area designated by the State Planning Commission concentrating facilities and activities, which are not organized in a compact form.

"Nutrient" means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

"Person" means any individual, corporation, company, partnership, firm, association, the City of Long Branch, or political subdivision of this State subject to municipal jurisdiction pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

"Pollutant" means any dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, medical wastes, radioactive substance (except those regulated under the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 et seq.), thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt, industrial, municipal, agricultural, and construction waste or runoff, or other residue discharged directly or indirectly to the land, ground waters or surface waters of the State, or to a domestic treatment works. "Pollutant" includes both hazardous and nonhazardous pollutants.

"Recharge," means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

"Sediment" means solid material, mineral or organic, that is in suspension, is being transported, or has been moved from its site of origin by air, water or gravity as a product of erosion.

"Site" means the lot or lots upon which a major development is to occur or has occurred.

"Soil" means all unconsolidated mineral and organic material of any origin.

"State Development and Redevelopment Plan Metropolitan Planning Area (PA1)" means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State's future redevelopment and revitalization efforts.

"State Plan Policy Map" is defined as the geographic application of the State Development and Redevelopment Plan's goals and statewide policies, and the official map of these goals and policies.

"Stormwater" means water resulting from precipitation (including rain and snow) that runs off the land's surface, is transmitted to the subsurface, or is captured by separate storm sewers or other sewage or drainage facilities, or conveyed by snow removal equipment.

"Stormwater runoff" means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

"Stormwater management basin" means an excavation or embankment and related areas designed to retain stormwater runoff. A stormwater management basin may either be normally dry (that is, a detention basin or infiltration basin), retain water in a permanent pool (a retention basin), or be planted mainly with wetland vegetation (most constructed stormwater wetlands).

"Stormwater Management Measure" means any structural or nonstructural strategy, practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

"Tidal Flood Hazard Area" means a flood hazard area, which may be influenced by stormwater runoff from inland areas, but which is primarily caused by the Atlantic Ocean.

"Time of Concentration" is defined as the time it takes for runoff to travel from the hydraulically most distant point of the watershed to the point of interest within a watershed;

"Total suspended soils" The sum of dissolved and undissolved solids and particulate matter of a buoyancy and/or specific gravity that prohibits their settling in runoff;

"Urban Coordinating Council Empowerment Neighborhood" means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

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

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

(1) Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;

(2) Designated as CAFRA Centers, Cores or Nodes;

(3) Designated as Urban Enterprise Zones; and

(4) Designated as Urban Coordinating Council Empowerment Neighborhoods.

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

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

§300-23.2: General Standards

A. Design and Performance Standards for Stormwater Management Measures

1. Stormwater management measures for major development shall be developed to meet the erosion control, groundwater recharge, stormwater runoff quantity, and stormwater runoff quality standards in §300-23.3. To the maximum extent practicable, these standards shall be met by incorporating nonstructural stormwater management strategies into the design. If these strategies alone are not sufficient to meet these standards, structural stormwater management measures necessary to meet these standards shall be incorporated into the design.

2. The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

3. For site improvements regulated under the Residential Site Improvement Standards (RSIS) at N.J.A.C. 5:21, the RSIS shall apply in addition to this Section except to the extent the RSIS are superseded by this Section or alternative standards applicable under a regional Stormwater Management Plan or Water Quality Management Plan adopted in accordance with the rules of the New Jersey Department of Environmental Protection.

§300-23.3: Stormwater Management Requirements for Major Development

A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with §300-23.9.

B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlenbergi* (bog turtle).

C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements of §300-23.3 (F) and (G).

1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;

2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and

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

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

1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;

2. The applicant demonstrates through an alternatives analysis, that through the use of nonstructural and structural stormwater management strategies and measures, the option selected complies with the requirements of §300-23.3 (F) and (G) to the maximum extent practicable;

3. The applicant demonstrates that, in order to meet the requirements of §300-23.3 (F) and (G) existing structures currently in use, such as homes and buildings, would need to be condemned; and

4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under §300-23.3 (D3) above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of §300-23.3 (F) and (G), that were not achievable on-site.

E. Nonstructural Stormwater Management Strategies

1. To the maximum extent practicable, the standards in §300-23.3 (F) and (G), shall be met by incorporating nonstructural stormwater management strategies set forth at §300-23.3 (E) into the design. The applicant shall identify the nonstructural measures incorporated into the design of the project. If the applicant contends that it is not feasible for engineering, environmental, or safety reasons to incorporate any nonstructural stormwater management measures identified in §300-23.3 (E) (2) below into the design of a particular project, the applicant shall identify the strategy considered and provide a basis for the contention.

2. Nonstructural stormwater management strategies incorporated into site design shall:

   a. Protect areas that provide water quality benefits or areas particularly susceptible to erosion and sediment loss;

   b. Minimize impervious surfaces and break up or disconnect the flow of runoff over impervious surfaces;

   c. Maximize the protection of natural drainage features and vegetation;

d. Minimize the decrease in the "time of concentration" from pre-construction to post construction. "Time of concentration" is defined as the time it takes for runoff to travel from the hydraulically most distant point of the watershed to the point of interest within a watershed;

e. Minimize land disturbance including clearing and grading;

f. Minimize soil compaction;

g. Provide low-maintenance landscaping that encourages retention and planting of native vegetation and minimizes the use of lawns, fertilizers and pesticides;

h. Provide vegetated open-channel conveyance systems discharging into and through stable vegetated areas;

i. Provide other source controls to prevent or minimize the use or exposure of pollutants at the site, in order to prevent or minimize the release of those pollutants into stormwater runoff. Such source controls include, but are not limited to:

(1) Site design features that help to prevent accumulation of trash and debris in drainage systems, including features that satisfy §300-23.3 (E) (3) below;

(2) Site design features that help to prevent discharge of trash and debris from drainage systems;

(3) Site design features that help to prevent and/or contain spills or other harmful accumulations of pollutants at industrial or commercial developments; and

(4) When establishing vegetation after land disturbance, applying fertilizer in accordance with the requirements established under the Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules.

3. Site design features identified under §300-23.3 (E)(2)(i)(2) above shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see §300-23.3(E)(3)(c) below:

a. Design engineers shall use either of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:

(1) The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines (April 1996); or

(2) A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater basin floors.

b. Whenever design engineers use a curb-opening inlet, the clear space in that curb opening (or each individual clear space, if the curb opening has two or more clear spaces) shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

c. This standard shall not apply under the following conditions or situations:

(1) Where the review agency determines that this standard would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets that meet these standards;

(2) Where flows from the water quality design storm as specified in §300-23.3 (G)(1) are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:

(a) A rectangular space four and five-eighths inches long and one and one-half inches wide (this option does not apply for outfall netting facilities); or

(b) A bar screen having a bar spacing of 0.5 inches.

(3) Where flows are conveyed through a trash rack that has parallel bars with one-inch (1") spacing between the bars, to the elevation of the water quality design storm as specified in §300-23.3 (G)(1); or

(4) Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

4. Any land area used as a nonstructural stormwater management measure to meet the performance standards in §300-23.3 (F) and (G) shall be dedicated to a government agency, subjected to a conservation restriction filed with the Monmouth County Clerk's office, or subject to an approved equivalent restriction that ensures that measure or an equivalent stormwater management measure approved by the reviewing agency is maintained in perpetuity.

5. Guidance for nonstructural stormwater management strategies is available in the New Jersey Stormwater Best Management Practices Manual. The BMP Manual may be obtained from the address identified in §300-23.6(Sources for Technical Guidance), or found on the Department's website at www.njstormwater.org.

F. Erosion Control, Groundwater Recharge and Runoff Quantity Standards

1. This subsection contains minimum design and performance standards to control erosion, encourage and control infiltration and groundwater recharge, and control stormwater runoff quantity impacts of major development.

a. The minimum design and performance standards for erosion control are those established under the Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq. and implementing rules.

b. The minimum design and performance standards for groundwater recharge are as follows:

(1) The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at §300-23.4, either:

(a) Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or

(b) Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.

(2) This groundwater recharge requirement does not apply to projects within an "urban redevelopment area," or to projects subject to (3) below.

(3) The following types of stormwater shall not be recharged:

(a) Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than "reportable quantities" as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and

(b) Industrial stormwater exposed to "source material." "Source material" means any material(s) or machinery, located at an industrial facility that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials

include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

(4) The design engineer shall assess the hydraulic impact on the groundwater table and design the site so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems and other subsurface structures in the vicinity or downgradient of the groundwater recharge area.

c. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at §300-23.3, complete one of the following:

(1) **No Increase in Volume Runoff**-Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the two, 10, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;

(2) **No Increase in Runoff Rate**-Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the two, 10, and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;

(3) **Reduction in Runoff Rate**-Design stormwater management measures so that the post-construction peak runoff rates for the 2, 10 and 100 year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed. The percentages shall not be applied to post-construction stormwater runoff into tidal flood hazard areas if the increased volume of stormwater runoff will not increase flood damages below the point of discharge; or

(4) In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with (1), (2) and (3) above shall only be applied if the increased volume of stormwater runoff could increase flood damages below the point of discharge.

2. Any application for a new agricultural development that meets the definition of major development at §300.23.1 shall be submitted to the Freehold Soil Conservation District for review and approval in accordance with the requirements of this section and any applicable Freehold Conservation District guidelines for stormwater runoff quantity and erosion control. For the purposes of this section, "agricultural development" means land uses normally associated with the production of food, fiber, or livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacturing of agriculturally related products.

G. Stormwater Runoff Quality Standards

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

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

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

3. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

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

   Where

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

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

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

Table 2: TSS Removal Rates for BMPs	
Best Management Practice	TSS Percent Removal Rate
Bioretention Systems	90
Constructed Stormwater Wetland	90
Extended Detention Basin	40-60
Infiltration Structure	80
Manufactured Treatment Device	See § 300-23.5.C
Sand Filter	80
Vegetative Filter Strip	60-80
Wet Pond	50-90

4. If there is more than one onsite drainage area, the 80 percent TSS removal rate shall apply to each drainage area, unless the runoff from the sub areas converge on site in which case the removal rate can be demonstrated through a calculation using a weighted average.

5. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include nonstructural strategies and structural measures that optimize nutrient removal while still achieving the performance standards in §300-23.3 (F) and (G).

6. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.

7. Additional information and examples are contained in the New Jersey Stormwater Best Management Practices Manual, which may be obtained from the address identified in §300-23.6.

8. Special water resource protection areas shall be established along all waters designated Category One at N.J.A.C. 7:9B, and perennial or intermittent streams that drain into or upstream of the Category One waters as shown on the USGS Quadrangle Maps or in the County Soil Surveys, within the associated HUC14 drainage area. These areas have been established for the protection of water quality, aesthetic value, exceptional ecological significance, exceptional recreational significance, exceptional water supply significance, and exceptional fisheries

significance of those established Category One waters. These areas shall be designated and protected as follows:

a. The applicant shall preserve and maintain a special water resource protection area in accordance with one of the following:

   (1) A 300-foot special water resource protection area shall be provided on each side of the waterway, measured perpendicular to the waterway from the top of the bank outwards or from the centerline of the waterway where the bank is not defined, consisting of existing vegetation or vegetation allowed to follow natural succession is provided.

   (2) Encroachment within the designated special water resource protection area under Subsection (1) above shall only be allowed where previous development or disturbance has occurred (for example, active agricultural use, parking area or maintained lawn area). The encroachment shall only be allowed where applicant demonstrates that the functional value and overall condition of the special water resource protection area will be maintained to the maximum extent practicable. In no case shall the remaining special water resource protection area be reduced to less than 150 feet as measured perpendicular to the top of bank of the waterway or centerline of the waterway where the bank is undefined. All encroachments proposed under this subparagraph shall be subject to review and approval by the Department.

b. All stormwater shall be discharged outside of and flow through the special water resource protection area and shall comply with the Standard for Off-Site Stability in the "Standards For Soil Erosion and Sediment Control in New Jersey," established under the Soil Erosion and Sediment Control Act , N.J.S.A. 4:24-39 et seq.

c. If stormwater discharged outside of and flowing through the special water resource protection area cannot comply with the Standard For Off-Site Stability in the "Standards for Soil Erosion and Sediment Control in New Jersey," established under the Soil Erosion and Sediment Control Act , N.J.S.A. 4:24-39 et seq., then the stabilization measures in accordance with the requirements of the above standards may be placed within the special water resource protection area, provided that:

   (1) Stabilization measures shall not be placed within 150 feet of the Category One waterway;

   (2) Stormwater associated with discharges allowed by this section shall achieve a 95 percent TSS post-construction removal rate;

   (3) Temperature shall be addressed to ensure no impact on the receiving waterway;

   (4) The encroachment shall only be allowed where the applicant demonstrates that the functional value and overall condition of the special water resource protection area will be maintained to the maximum extent practicable;

(5) A conceptual project design meeting shall be held with the appropriate Department staff and Soil Conservation District staff to identify necessary stabilization measures; and

(6) All encroachments proposed under this section shall be subject to review and approval by the Department.

d. A stream corridor protection plan may be developed by a regional stormwater management planning committee as an element of a regional stormwater management plan, or by a municipality through an adopted municipal stormwater management plan. If a stream corridor protection plan for a waterway subject to §300-23.3G(8) has been approved by the Department of Environmental Protection, then the provisions of the plan shall be the applicable special water resource protection area requirements for that waterway. A stream corridor protection plan for a waterway subject to G.8 shall maintain or enhance the current functional value and overall condition of the special water resource protection area as defined in §300-23.3 G.8.a.(1) above. In no case shall a stream corridor protection plan allow the reduction of the Special Water Resource Protection Area to less than 150 feet as measured perpendicular to the waterway subject to this subsection.

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

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

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

1. The design engineer shall calculate runoff using one of the following methods:

a. The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in the NRCS National Engineering Handbook Section 4 – Hydrology and Technical Release 55 – Urban Hydrology for Small Watersheds; or

b. The Rational Method for peak flow and the Modified Rational Method for hydrograph computations.

2. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology at §300-23.4 (A)(1)(a) and the Rational and Modified Rational Methods at Section §300-23.4(A)(1)(b). A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover has existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there

is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts that may reduce pre-construction stormwater runoff rates and volumes.

4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS Technical Release 55 – Urban Hydrology for Small Watersheds and other methods may be employed.

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

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

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

§300-23.5: Standards for Structural Stormwater Management Measures

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

1. Structural stormwater management measures shall be designed to take into account the existing site conditions, including, for example, environmentally critical areas, wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone).

2. Structural stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure as appropriate, and shall have parallel bars with one-inch (1") spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-

third (1/3) the width of the diameter of the orifice or one-third (1/3) the width of the weir, with a minimum spacing between bars of one-inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of §300-23.7 (B).

3. Structural stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement.

4. At the intake to the outlet from the stormwater management basin, the orifice size shall be a minimum of two and one-half inches in diameter.

5. Stormwater management basins shall be designed to meet the minimum safety standards for stormwater management basins at §300-23.7.

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

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

§300-23.6 Sources for Technical Guidance

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

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

2. The New Jersey Department of Environmental Protection Stormwater Management Facilities Maintenance Manual, as amended.

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

1. The "Standards for Soil Erosion and Sediment Control in New Jersey" promulgated by the State Soil Conservation Committee and incorporated into

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

2. The Rutgers Cooperative Extension Service, 732-932-9306; and

3. The Soil Conservation Districts listed in N.J.A.C. 2:90-1.3(a)4. The location, address, and telephone number of each Soil Conservation District may be obtained from the State Soil Conservation Committee, P.O. Box 330, Trenton, New Jersey, 08625, (609) 292-5540.

§300-23.7: Safety Standards for Stormwater Management Basins

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

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

1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the stormwater management basin to ensure proper functioning of the basin outlets in accordance with the following:

   a. The trash rack shall have parallel bars, with no greater than six inch spacing between the bars.

   b. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure.

   c. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack.

   d. The trash rack shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 lbs/ft sq.

2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:

   a. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.

   b. The overflow grate spacing shall be no less than two inches across the smallest dimension.

c. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 lbs./ft sq.

3. For purposes of this paragraph, escape provisions means the permanent installation of ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management basins. Stormwater management basins shall include escape provisions as follows:

   a. If a stormwater management basin has an outlet structure, escape provisions shall be incorporated in or on the structure. With the prior approval of the reviewing agency identified in §300-23.7(C) a freestanding outlet structure may be exempted from this requirement.

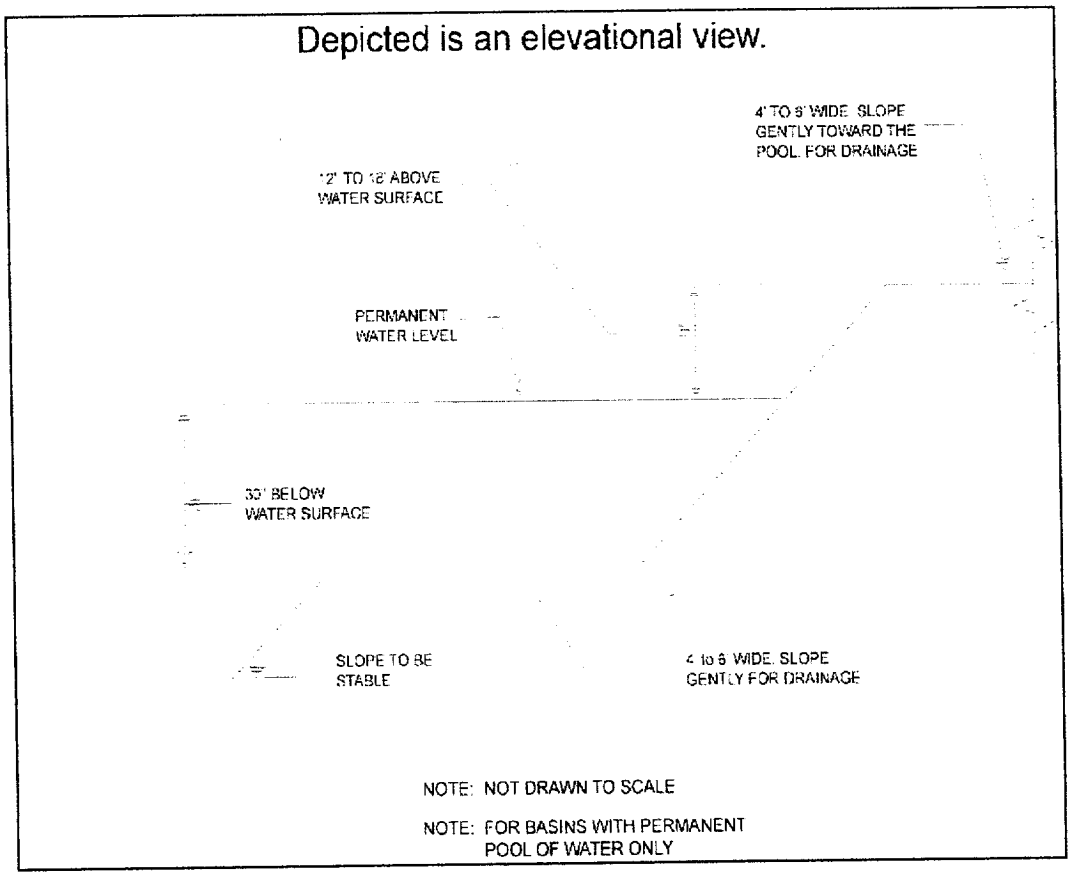
   b. Safety ledges shall be constructed on the slopes of all new stormwater management basins having a permanent pool of water deeper than two and one-half feet. Such safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See §300-23.7 (D) for an illustration of safety ledges in a stormwater management basin.

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

C. Variance or Exemption from Safety Standards

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

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



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

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at §300-23.8 (C) as part of the submission of the applicant's application for subdivision or site plan approval.

2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.

3. The applicant shall submit fourteen (14) copies of the materials listed in the checklist for site development stormwater plans in accordance with §300-23.8 (C) of this ordinance.

B. Site Development Stormwater Plan Approval

The applicant's Site Development project shall be reviewed as a part of the subdivision or site plan review process by the municipal board or official from whom municipal approval is sought. That municipal board or official shall consult the engineer retained by the Planning and/or Zoning Board (as appropriate) to determine if all of the

checklist requirements have been satisfied and to determine if the project meets the standards set forth in this ordinance.

C. Checklist Requirements

The following information shall be required:

1. Topographic Base Map

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

2. Environmental Site Analysis

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

3. Project Description and Site Plan(s)

A map (or maps) at the scale of the topographical base map indicating the location of areas of impervious surface including, but not limited to existing and proposed buildings, roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high ground water elevations. A written description of the site plan and justification of proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

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

5. Stormwater Management Facilities Map

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

a. Total area to be paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.

b. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations

a. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in §300-23.3.

b. When the proposed stormwater management control measure (e.g., infiltration basins) depends on the hydrologic properties of soils, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

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

8. Waiver from Submission Requirements

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

9. Site Plan Checklist

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

Long Branch City-Site Conditions Checklist			
In addition to the prescribed information in §300-23.8: Requirements for a Site Development Stormwater Plan, Part C- Checklist Requirements, the following elements should be considered and presented as appropriate and in combinations sufficient to adequately indicate the existing site conditions and that of the surrounding environs:			
Yes	**No**	**Not Applicable**	
			Hydrology
			Perennial or intermittent streams as shown on the USGS 7.5 Minute Quadrangle Maps and as indicated in the Soil Survey of Monmouth County, New Jersey
			Special water resource protection areas along all waters designated Category One at N.J.A.C.7:9B and perennial/intermittent streams that drain into/upstream of the Category One waters as shown on the USGS Quad Maps Soil Survey
			Wetlands, NJDEP Linear Non-Tidal Wetlands, Marshlands and NJDEP Letter of Interpretation findings FEMA Q3 Flood Data 100 Year-Floodplains and Floodways
			Boundaries and Buffers
			Appropriate buffers to streams, rivers, wetlands, marshlands, ponds, lakes and other water bodies as specified in pertinent "ordinances, rules, regulations, statutes or other provisions of law imposed by local, County, State or Federal agencies"
			Existing and proposed bearing and distances of property lines
			Existing and proposed conservation, maintenance, construction, reconstruction, sight, utility, drainage and right-of way easements and dedications
			Vegetation and Landscaping
			Pervious and vegetated surfaces, i.e. woodlands, grasslands and other significant natural features
			Native and invasive stands of vegetation
			Vegetated habitat for Threatened and Endangered Species
			Geology and Soils
			Steep slopes (10% or greater)
			Colloidal soils
			Highly erodible soils, with an erodibility factor (K) of .40 or greater
			Seasonal high water table
			Soils subject to dynamic compaction and compacted soil
			Geology and Soils
			Shrink swell potential
			Deeply fractured bedrock
			Hardpans and plough pans

Long Branch City-Site Conditions Checklist			
In addition to the prescribed information in §300-23.8: Requirements for a Site Development Stormwater Plan, Part C- Checklist Requirements, the following elements should be considered and presented as appropriate and in combinations sufficient to adequately indicate the existing site conditions and that of the surrounding environs:			
			Existing Man Made Structures and Activities
			Existing buildings and significant permanent manmade features
			Roads by classification, parking areas and other impervious surfaces
			Bridges and culverts
			Utilities, sub-surface and above ground mining / quarry operations and blasting areas
			Acid or other hazardous runoff
			Areas of fill and buried debris
			Wellheads and associated ground water withdrawals
			Pipes, discharges and BMP's of existing stormwater utilities
			Groundwater mounding
			Septic systems and wells of adjacent lots
			Leaking sanitary lines
			Previous land use (agricultural, industrial, commercial)

§300-23.9: Maintenance and Repair

A. Applicability

1. Projects subject to review as in §300-23 (C) shall comply with the requirements of §300-23.9 (B) and (C).

B. General Maintenance

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

2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). Maintenance guidelines for stormwater management measures are available in the New Jersey Stormwater Best Management Practices Manual. If the maintenance plan identifies a person other than the developer (for example, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's agreement to assume this responsibility, or of the developer's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.

3. Responsibility for maintenance shall not be assigned or transferred to the municipality in a residential development or project. Responsibility for facilities

located in commercial or development sites shall be the owner of the site. A named individual shall be responsible for the safety and maintenance of said facility. The posting of a two-year maintenance guarantee in accordance with N.J.S.A. 40:55D-53 shall be required for all facilities not dedicated to the municipality or other public agency.

4. If the person responsible for maintenance identified under §300-23.9 (B)(2) above is not a public agency, the maintenance plan and any future revisions based on §300-23.9 (B)(7) below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.

5. Preventative and corrective maintenance shall be performed to maintain the function of the stormwater management measure, including repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of nonvegetated linings.

6. The person responsible for maintenance identified under §300-23.9 (B)(2) above shall maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders.

7. The person responsible for maintenance identified under §300-23.9 (B)(2) above shall evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed, and submit such changes for approval by the City Engineer.

8. The person responsible for maintenance identified under §300-23.9 (B)(2) above shall retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by §300-23.9 (B)(6) and §300-23.9 (B)(7) within 10 days of such a request.

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

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

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

§300-23.10 Penalties

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

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

§300-23.11 Effective Date

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

§300-23.12 Severability

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

§ 300-23.13 Fees

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

NOTICE OF PENDING ORDINANCE

The Ordinance published herewith was introduced and passed upon first reading at a meeting of the governing body of the City of Long Branch in the County of Monmouth, State of New Jersey held on Apr 28, 2009. It will be further considered for final passage, after public hearing thereon at a meeting of the governing body to be held in the Municipal Building, in the City of Long Branch on May 12, 2009 at 8:00 p.m. and during the week prior to and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerks office to the members of the general public who shall request the same.

IRENE A. JOLINE, RMC
City Clerk

Ordinance No. 7-09

ORDINANCE AMENDING CHAPTER 5 "ADMINISTRATION OF GOVERNMENT", § 5-17 "PUBLIC RECORDS" OF THE CODE OF THE CITY OF LONG BRANCH TO INCREASE FEES FOR COPIES OF CERTAIN PUBLIC RECORDS AS PART OF THE VITAL STATISTICS PROGRAM OF THE CITY OF LONG BRANCH

WHEREAS, the Council of the City of Long Branch wishes to amend its current Ordinance governing fees charged for certain public records, including marriage, birth and death certificates; and

WHEREAS, the amendments are necessary in consideration of personnel time and applicable technology as well as to reflect charges of other vital statistics programs in the area; and

WHEREAS, it is in the best interest of the residents of Long Branch to make these revisions to the Ordinance to allow for the vital statistics program to proceed and operate in an efficient and timely manner; and

WHEREAS, the last Amendment to this Ordinance was Ordinance 39-06.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Long Branch that Chapter 5 "Administration of Government", § 5-17 "Public records", subsection A.(2)(a) and (b) be and is hereby amended to read as follows

(2) The following fees shall be charged for copies of public records: **[Amended 1-26-1993 by Ord. No. 2-93; 8-26-1997 by Ord. No. 26-97]**

(a) Birth, marriage, civil union and death certificates: $10 each; burial permit fee: $5 each. **[Amended 4-13-2004 by Ord. No. 7-04; 5-11-2004 by Ord. No. 14-04]**

[1] A certificate pursuant to N.J.S.A. 26:8A-1, et seq., known as the "Domestic Partnership Act": $10 each. **[Added 8-10-2004 by Ord. No. 30-04]**

(b) In the event that correction forms are required for any of the foregoing documents, the following charges shall apply:

[1] Death certificate corrections: no charge for funeral directors only; all others must pay a $10 fee.

[2] Marriage, Civil Union, Domestic Partnership certificate corrections $10. No charge for officiants.

[3] Birth certificate correction forms 34, 35, 56 and 60; $10 nonrefundable processing fee.

[4} There will be a $10 funeral home filing fee for death certificates that are not filed electronically.

[5} There will be a $2 fee for an amendment of a recorded name via legal name change or naturalization.

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR

NOTICE OF PENDING ORDINANCE

The Ordinance published herewith was introduced and passed upon first reading at a meeting of the governing body of the City of Long Branch in the County of Monmouth, State of New Jersey held on Apr 28, 2009. It will be further considered for final passage, after public hearing thereon at a meeting of the governing body to be held in the Municipal Building, in the City of Long Branch on May 12, 2009 at 8:00 p.m. and during the week prior to and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerks office to the members of the general public who shall request the same.

IRENE A. JOLINE, RMC
City Clerk

Ord. # 8-09

CALENDAR YEAR 2009
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS
AND TO ESTABLISH A-CAP BANK
(N.J.S.A. 40A: 4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the City Council of the City of Long Branch in the County of Monmouth finds it advisable and necessary to increase its CY 2009 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the City Council of the City of Long Branch hereby determines that a 1% increase in the budget for said year, amounting to $ 350,621.32 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the City Council of the City of Long Branch hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Long Branch, in the County of Monmouth, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2009 budget year, the final appropriations of the City of Long Branch shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5 %, amounting to $ 1,227,174.64, and that the CY 2009 municipal budget for the City of Long Branch be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Introduced: April 28, 2009 Adopted:

Attest:

Irene A. Joline, City Clerk

Adam Schneider, Mayor

Ordinance No. 9-09

ORDINANCE ESTABLISHING OUTDOOR FRESH PRODUCE MARKETS

WHEREAS, as part of the growing interest for outdoor fresh produce markets in the region and to enhance the City's Go Green initiative, an addition to the Zoning Ordinance to allow farm markets and/or community farmer's markets in certain commercial areas of the City is warranted; and

NOW, THEREFORE, BE IT ORDAINED that farmer's markets and/or community farmer's markets be and the same hereby are authorized as follows and as subject to the following terms and conditions:

A. Zones and Site Locations

1. Farm Markets and/or Community Farmer's Markets permitted in the C-1, C-2 and C-3 Zones.
2. City Council approval of specific site location(s) may be required.
3. Special Events Committee approval for days and times of operation may be required.
4. Farm Market Permit required through the Planning & Zoning Office.

B. Requirements

1. The property owner or sole proprietor for the Farm Market or Community Farmer's Market ("Market") is considered the management ("Management") in charge of the market.
2. "Management":
   a. Is responsible for obtaining Farm Market Permit for the site.
   b. Is responsible for obtaining Health Department Approvals in accordance with the State Sanitary Code and City Ordinances for the "Management" and all farmers/growers/produce sellers from the *"Jersey Fresh Organic Farmer's Market"* Program that utilize the "Market".
   c. Is required to coordinate and keep records on providers.
   d. Is responsible to comply with all Food Safety Requirements for Product Sales for Farm Market and Community Farmers' Markets required by the NJ Department of Agriculture and NJ Department of Health and Senior Services' Food and Drug Safety Programs.

e. May be asked by Health Officials to demonstrate knowledge of the Minimum Food Safety Requirements for Product Sales for Farm Market and Community Farmers' Markets required by the NJ Department of Agriculture and NJ Department of Health and Senior Services' Food and Drug Safety Programs.

f. Is required to comply with and enforce City Health Department and Department of Public Works food vendor, recycling and waste management rules and ordinances.

3. Farmers/growers/produce sellers other than those within the *"Jersey Fresh Organic Farmer's Market"* Program must obtain their own Health Department Approvals in accordance with the State Sanitary Code and City Ordinances.

4. *All participants to operate under State Health requirements.*

5. The total number of farmers/growers/produce sellers on the site determined by the NJ Department of Agriculture farm market guidelines and City requirements.

6. No mobile food vendors/peddlers permitted.

7. Sales or vendors other than farmers/growers/produce sellers not permitted.

C. Zoning Ordinance Revisions

1. Define Farmer's Market and Community Farmers Market in the Definitions Section:

   Add to Section 345-3:

   a) Farm Market:
   A retail outlet normally owned or operated by a producer or farm unit, located on-farm or off-farm, selling products produced by the farm, directly to the consumer.

   b) Community Farmers Market:
   An established area where several farmers/growers gather on a regular, recurring basis to sell a variety of fresh fruits and vegetables as well as other farm products, directly to the consumer.

2. Include conditions in the Permitted Modifications and Exceptions Section:

   Add Section 345-10(J) to read: "Farm Markets and/or Community Farmers Markets as outlined in Section 345-3 shall be allowed as a permitted use in the C-1, C-2, and C-3 Zoning Districts, provided that the following criteria and procedures are complied with:

   a) A Farm Market Permit application must be filed with the Planning and Zoning Department. As part of the application, appropriate documentation (survey/site plan showing location of farmers/growers, types of produce, tables, parking, signs, data, etc.) must be submitted. All items as outlined in A & B above must be documented and provided for review and approval.

   b) Obtain approval by the City Council and/or Special Events Committee and/or designated technical expert(s) as required.

c) Obtain required Health, Public Works, construction, food vendor, recycling and waste management approvals and permits.

d) Farm Markets and/or Community Farmers Markets are permitted on a seasonal basis for one-year from the date of issuance.

3. Add Farm Markets/Community Farmers Market as a permitted use in the C-1, C-2 and C-3 Zones:

   Add new Ordinance Sections 345-30A(9) / 345-31A(3) / 345-32A(24) to read: "Farm Markets/Community Farmers Market (See Sections 345-10J and 345-3)".

4. Add as permitted use in C-2 Zone Schedule:

   Add to Section 345-113 under permitted uses: "Farm Markets/Community Farmers Market"

INTRODUCED:

ADOPTED:

ATTEST:

CITY OF LONG BRANCH

IRENE JOLINE, CITY CLERK

ADAM SCHNEIDER, MAYOR

R# 12009

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE LEASE FOR MUNICIPAL COURT AND DRUG PREVENTION PROGRAM OFFICES

WHEREAS, the City of Long Branch has outgrown its own office space and as such has previously determined that it is in the City's best interest to lease office space to be used for the City's Municipal Court and Drug Prevention Offices; and

WHEREAS, the City through a Fair & Open Process, advertised to receive proposals on March 31, 2009 for leasing of office space (Fair & Open Notice #004-09) for the aforesaid purposes; and

WHEREAS, 279 Broadway Associates, LLC was the only party who submitted a bid concerning its building located at 279 Broadway in Long Branch, New Jersey; and is annexed hereto; and

WHEREAS, the City has previously entered into a lease with 279 Broadway Associates, LLC, a New Jersey Limited Liability Company, for the same property located at 279 Broadway which is used as the Long Branch Municipal Court and Drug Prevention Offices; and

WHEREAS, the City of Long Branch has had a working relationship with the present landlord and has heretofore determined that the subject office space meets the needs of the City for the intended use; and

WHEREAS, it is the recommendation of the City of Long Branch Business Administrator that the City enter into a lease with 279 Broadway Associates; and

WHEREAS, the lease, based upon the base rent of $125,400.00 per year during the initial three (3) year term, plus an increase in rent payable for the two (2) additional one-year option periods, if exercised, based upon the U.S. Department of Labor Consumer Price Index – All Urban Consumers, Not Seasonally Adjusted, Area: New York-Northern New Jersey-Long Island, NY-NJ-CT-PA, Item: All items, Base Period; 1982-84=100 which is calculated to be approximately a 10% increase over the base; and

WHEREAS, the City of Long Branch can not lease any space which is for less money as any movement from the present location will require extensive additional outlay of funds to bring any location up to approved municipal standards by the Assignment Judge of Monmouth County whose office supervises the Municipal Court System within Monmouth County; and

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified, in accordance with the Certification of Funds form attached hereto, that funds are available for this lease in the following appropriation # 9-01-081-698 ($5,844) and #9-01-128-298 ($25,506) for a sum not to exceed $376,200.00 – continuation of this contract contingent upon provision of additional funds in the 2009 permanent and future year budgets.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch in the County of Monmouth and State of New Jersey, that the Mayor of the City of Long Branch be and the same hereby is authorized to enter into the Lease Agreement attached hereto as "Exhibit B" and made a part hereof for the rental by the City of Long Branch for space needed for the Long Branch Municipal Court and for the City's Drug Prevention Offices; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be provided to the City Administrator, the Chief Financial Officer, the City Comptroller, the City Purchasing Agent, and the City Attorney as well as to 279 Broadway Associates, LLC

MOVED:
SECONDED:

AYES:
NAYS:
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, COMPLETE AND CORRECT COPY OF 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 _____ 20____

_____
CITY CLERK, R.M.C.

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

CERTIFICATION OF CHIEF FINANCIAL OFFICER

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

THREE YEAR LEASE OF SPACE F0R OFFICES FOR MUNICIPAL COURT AND SUBSTANCE ABUSE PROGRAM

Said contract being made as follows:

279 BROADWAY ASSOCIATES, LLC	**$376,200***

Said funds being available in the form of:

2009 TEMPORARY BUDGET
DEPARTMENT OF RECREATION
MISC. OTHER EXPENSE
APPRO. #9-01-081-698 $ 5,844
STATUTORY AGENCIES
MUNICIPAL COURT
APPRO. LINE ITEM #9-01-128-298 $ 25,506

***CONTINUATION OF THIS CONTRACT CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS IN THE 2009 PERMANENT AND FUTURE YEAR BUDGETS.**

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

4/24/09
Date

EXHIBIT A

CITY OF, LONG BMNCH
DOCUMENT SUBMISSION· CHECKLIST

REQUIRED		S A D , SIGNED & SUBMITTED
Yes	PROPOSAL AS REQUIRED IN RFQ	☒
Yes	STOCKHOLDER DISCLOSURE CERTIFICATION	☒
[illegible]	NON-COLLUSION AFFIDAVIT	☒
Yes	AFFIRMATIVE ACTION QUESTIONAIRE	

[illegible]

		REVIEWER
Yes	[illegible]	
Yes	MANDATORY AFFIRMATIVE ACTION' LANGUAGE AMERICANS WITH IJISABI ILITIES ACT OF 1990	
Yes	N. J. BUSINESS• REGISTRATION REQUIREMENTS ,	

[illegible]

EXHIBIT B

Lease Agreement

Business and Commercial

This Agreement is made on the _____ day of _____, **2009**
BETWEEN
279 Broadway Associates, LLC, a New Jersey Limited Liability Company
whose address is:
552 Westwood Avenue
Long Branch, NJ 07740
referred to as the "Landlord,"
AND
The City of Long Branch, a municipal corporation of the State of New Jersey
whose address is:
344 Broadway
Long Branch, NJ 07740
referred to as the "Tenant."

1. **Premises.** The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises: A part of the premises located at 279 Broadway, consisting of approximately 4,300 sq. ft. of office space for use by the Municipal Court, and approximately 985 sq. ft. for the Drug Prevention Offices. *See Also Rider attached hereto at paragraph 5 (the "Premises".)

2. **Term.** This Lease is for a term of **Three (3) years** commencing on the 1st day of May, 2009, and ending on the 30th day of April, 2012.

3. **Use.** The Premises are to be used and occupied by the Tenant for use by the Municipal Court and offices and the City's Drug Prevention Offices and/or for any other purpose that the Tenant may deem necessary and proper for its municipal use during the term hereof or any extension or renewals. The Tenant will not, and will not allow others to occupy or use the Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

4. **Rent.** The Tenant agrees to pay **SEE RIDER at paragraph 2** as rent, to be paid as follows: **SEE RIDER** per month, due on the **1st** day of each month. The first payment of rent and any security deposit is due upon the signing of this Lease by the Tenant.

5. **Repairs and Care.** The Tenant has examined the Premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant will take good care of the Premises and will, at the Tenant's own cost and expense, make all repairs, including painting, decorating, and will maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, will deliver up the Premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant will neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but will keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice.

6. **Alterations and Improvements.** No alterations, additions or improvements may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy

equipment, apparatus and fixtures, may be installed in or attached to the Premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, etc., when made, installed in or attached to the Premises, will belong to and become the property of the Landlord and will be surrendered with the Premises and as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation or injury. Tenant specifically acknowledges that it may not remove the existing drive thru from the building.

7. **Signs.** The Tenant may not place nor allow to be placed any signs upon, in or about the Premises, except as may be consented to by the Landlord in writing. The Landlord or the Landlord's agents, employees or representatives may remove any such signs in order to paint or make any repairs, alterations or improvements in or upon the Premises or any part thereof, but such signs will be replaced at the Landlord's expense when such repairs, alterations or improvements are completed. Any signs permitted by the Landlord will at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

8. **Utilities.** All utility charges are included in the Rent. See Rider at paragraph 2.

9. **Compliance with Laws etc.** The Tenant will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all Governmental or Public Authorities and of all their subdivisions, applicable to and affecting the Premises, or the use and occupancy of the Premises, and will promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

10. **Assignment.** The Tenant may not assign, mortgage or hypothecate this Lease, nor sublet or sublease the Premises or any part thereof without the prior written consent of the Landlord which consent shall not be unreasonably withheld, delayed or conditioned. In connection with any assignment or sublease, the Tenant will pay the Landlord, as additional rent, the Landlord's out-of-pocket expenses, up to a maximum of $N/A per assignment or sublease, in connection with each such assignment or sublease. Any assignment or subletting will be on such terms and conditions as the Landlord may require as a condition of the Landlord's consent. The restrictions on assignment and subletting will also apply to: (a) any assignment or subletting that occurs by operation of law (including by reason of the death of the Tenant, if the Tenant is an individual, or, if the Tenant is an entity, by merger, consolidation, reorganization, transfer or other change in or of the Tenant's structure); (b) any assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings; (c) the sale, assignment or transfer of all or substantially all of the assets of the Tenant outside of the ordinary course of the Tenant's business, with or without specific assignment of this Lease; or (d) if the Tenant is an entity, the direct or indirect sale, redemption or other transfer of fifty percent (50%) or more of the voting equity interests in the Tenant or the acquisition of a fifty percent (50%) or more voting equity interest in the Tenant.

11. **Indemnification.** The Tenant will hold harmless and indemnify the Landlord from and for any and all payments, expenses, costs, reasonable attorney fees (including attorney fees incurred in enforcing the Tenant's obligations under this Paragraph 11) and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy of the Premises by the Tenant or business of the Tenant.

12. **Mortgage Priority.** This Lease will not be a lien against the Premises with respect to any mortgages that are currently or may hereafter be placed upon the Premises. Such mortgages will have preference and be superior and prior in lien to this Lease, irrespective of the date of recording of such mortgages. The Tenant will execute any instruments, without cost, which may be deemed necessary to further effect the subordination of

this Lease to any such mortgages. A refusal by the Tenant to execute such instruments is a default under this Lease.

13. Condemnation; Eminent Domain. If any portion of the premises of which the Premises are a part is taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, the Landlord grants an option to purchase and or sells and conveys the Premises or any portion thereof, to the governmental or other public authority, agency, body or public utility seeking to take the Premises or any portion thereof, then this Lease, at the option of the Landlord, will terminate, and the term hereof will end as of such date as the Landlord fixes by notice in writing. The Tenant will have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings. The Tenant may, however, file a claim for any taking of fixtures and improvements owned by the Tenant, and for moving expenses. Except as provided in the preceding sentence, all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant will execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the Premises or any portion thereof. The Tenant will vacate the Premises, remove all of the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord. The Tenant will repay the Landlord for such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

14. Fire and Other Casualty. If there is a fire or other casualty, the Tenant will give immediate notice to the Landlord. If the Premises are partially damaged by fire, the elements or other casualty, the Landlord will repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder will not cease. If, in the opinion of the Landlord, the Premises are so substantially damaged as to render them untenantable, then the rent will cease until such time as the Premises are made tenantable by the Landlord. If, however, in the opinion of the Landlord, the Premises are so substantially damaged that the Landlord decides not to rebuild, then the rent will be paid up to the time of such destruction and this Lease will terminate as of the date of such destruction. The rent, and any additional rent, will be apportioned as of the termination date, and any rent paid for any period beyond that date will be repaid to the Tenant. However, the preceding provisions of this Paragraph 15 will not become effective or be applicable if the fire or other casualty and damage are the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of the rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed will continue and the Tenant will be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant is insured against any of the risks herein covered, then the proceeds of such insurance will be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers will have no recourse against the Landlord for reimbursement.

15. Reimbursement of Landlord. If the Tenant fails or refuses to comply with any of the terms and conditions of this Lease, the Landlord may carry out and perform such conditions at the cost and expense of the Tenant, which amounts will be payable on demand to the Landlord. This remedy will be in addition to such other remedies as the Landlord may have by reason of the breach by the Tenant of any of the terms and conditions of this Lease.

16. Increase of Insurance Rates. If for any reason it is impossible to obtain fire and other hazard insurance on the buildings and improvements on the Premises in an amount and in the form and from insurance companies acceptable to the Landlord, the Landlord may, at any time, terminate this Lease, upon giving to the Tenant fifteen (15) days' notice in writing of the Landlord's intention to do so. Upon the giving of such notice, this Lease will terminate as of the date specified in such notice. If by reason of the use to which the Premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance

rates for fire and other hazards increase, the Tenant will, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased.

17. Inspection and Repair. The Landlord and the Landlord's agents, employees or other representatives, will have the right to enter into and upon the Premises or any part thereof, at all reasonable hours, on reasonable prior notice, for the purpose of examining the Premises or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause will not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

18. Removal of Tenant's Property. Any equipment, fixtures, goods or other property of the Tenant that are not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, will be considered as abandoned and the Landlord will have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and will not be accountable to the Tenant for any part of the proceeds of such sale, if any.

19. Events of Default; Remedies Upon Tenant's Default. The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within 10 days thereafter; (b) a default by the Tenant in the performance of any of the other covenants or conditions of this Lease, which the Tenant does not cure within 30 days after the Landlord gives the Tenant written notice of such default; (c) the death of the Tenant (if the Tenant is an individual); (d) the liquidation or dissolution of the Tenant (if the Tenant is an entity); (e) the filing by the Tenant of a bankruptcy, insolvency or receivership proceeding; (f) the filing of a bankruptcy, insolvency or receivership proceeding against the Tenant which is not dismissed within 30 days after the filing thereof; (g) the appointment of, or the consent by the Tenant to the appointment of, a custodian, receiver, trustee, or liquidator of all or a substantial part of the Tenant's assets; (h) the making by the Tenant of an assignment for the benefit of creditors or an agreement of composition; (i) if the Premises are or become abandoned, deserted, vacated or vacant; (j) the eviction of the Tenant; or (k) if this Lease, the Premises or the Tenant's interest in the Premises passes to another by virtue of any court proceedings, writ of execution, levy, or judicial or foreclosure sale. If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter, possess and enjoy the Premises. The Landlord may then re-let the Premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Premises and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

20. Termination on Default. If an Event of Default occurs, the Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant five (5) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, by force or otherwise, without liability for damage.

21. Non-Liability of Landlord. The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant or of the Landlord or the Landlord's or the Tenant's or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the gross negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

22. Non-Waiver by Landlord. The various rights, remedies, options and elections of the Landlord under this Lease are cumulative. The failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option, or to resort or have recourse to any remedy conferred in this Lease or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, will not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same will continue in full force and effect.

23. Non-Performance by Landlord. This Lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, will not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for in this Lease, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

24. Validity of Lease. The terms, conditions, covenants and provisions of this Lease will be deemed to be severable. If any clause or provision contained in this Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision in this Lease, but such other clauses or provisions will remain in full force and effect.

25. Notices. All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery, fax or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner.

26. Title and Quiet Enjoyment. The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on paying the rent and performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

27. Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.) In accordance with the Private Well Testing Act (the "Act"), if potable water for the [Demised Premises] is supplied by a private well, and testing of the water supply is not required pursuant to any other State law, Landlord is required to test the water (i) by March 14, 2004, and (ii) every five years thereafter, in the manner established under the Act and to provide a copy of the results thereof to each tenant. If such testing has been done prior to the date hereof, upon signing this Lease, Landlord shall provide Tenant with a written copy of the most recent test results.

28. Entire Contract. This Lease and attached Rider contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes

In Witness Whereof, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

Witnessed or Attested by:

279 Broadway Associates, LLC, Landlord (Seal)

By: Andreas Sahar, Manager

City of Long Branch, Tenant (Seal)

_____ **By: Adam Schneider, Mayor**

_____ _____ (Seal)

RIDER TO LEASE AGREEMENT
By and Between
279 Broadway, LLC, LANDLORD
and
THE CITY OF LONG BRANCH, TENANT,
for Property located at 279 Broadway, Long Branch, New Jersey.

DATED: _____

1. The purpose of this Rider is to alter, amend, modify and/or clarify certain terms of the Lease Agreement to which it is attached (the "Lease Agreement"). Except as specifically altered, amended, modified and/or clarified herein, the terms of the Lease Agreement shall remain in full force and effect. All conflicts between the Lease and this Rider shall be resolved in favor of this Rider.

2. Rent. Paragraph 4 of the Lease is hereby amended to provide that rent for the term of the Lease shall be $376,200.00; or $125,400.00 per annum, payable at the rate of $10,450.00 per month ("Rent"), allocated as follows:

   $8,502.00 of the monthly Rent is allocated for that portion of the demised premises which is used for the Municipal Court;

   $1,948.00 of the monthly Rent is allocated for that portion of the demised premises which is used for the Drug Prevention Offices.

   Payment of rent shall commence on May 1, 2009. The rent shall be payable on the first day of each calendar month in accordance with paragraph 4 of the Lease. Notwithstanding the foregoing, if the execution of this Lease occurs on a day other than the first of the month, payment shall be pro-rated based upon the number of days remaining in the month.

   Rent shall include all utilities, taxes and other expenses. It is specifically understood and agreed by the parties hereto that the Tenant's financial obligations during the term of this Lease shall be limited to the Rent as set forth above.

3. Option. Tenant shall have the option to renew the Lease for two (2) additional periods of one (1) year each. The terms of the option period shall remain the same as those of the initial term, except the rent for the option period shall be increased based upon the US Department of Labor Consumer Price Index-All Urban Consumers, Not Seasonally Adjusted, Area: New York-Northern New Jersey-Long Island, NY-NJ-CT-PA, Item: All items Base Period: 1982-84=100.

   Tenant shall exercise the option in writing no later than ninety (90) days prior to the expiration of the current Lease term.

4. Tenant's Right to Terminate Lease Based Upon Budgetary Constraints. If due to

budget constraints and/or non-appropriation of funds in any of Tenant's budgets, prospectively, through term of this Lease and/or any renewals thereof, the Tenant determines that it cannot continue its financial obligations under the Lease beyond the period for which funds were certified, Tenant shall be entitled to cancel the remaining term of this Lease, without penalty, by giving Landlord ninety (90) days written notice of the Tenant's intent to cancel the Lease.

5. Construction to Premises. The Landlord is aware that the Tenant intends to renovate and refurbish that portion of the Premises which is used as the Municipal Court during the term of this Lease. Landlord agrees that they shall provide to Tenant the use of approximately 2,025 sq. feet of additional space on the fifth (5th) floor of the building as a temporary working space for the Municipal Court operation during construction, at no additional cost to the Tenant, for a period of three (3) months, beginning May 1, 2009.

6. Annual Pay to Play Requirements. From and after the date of this Lease, Landlord shall file, annually, a mandatory disclosure statement on political contributions, pursuant to N.J.S.A. 19:44-20.13 (P.L. 2005, c.271 §3), if the Landlord receives contracts in excess of $50,000.00 from public Entities in a calendar year. It is the Landlord's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at its website, www.elec.state.nj.us.

7. Mandatory Equal Employment Opportunity Language Pursuant to N.J.S.A. 10:5-31, et seq. (See Exhibit A attached hereto and made a part hereof).

8. Americans With Disabilities Act of 1990. (See Exhibit B attached hereto and made a part hereof).

9. Business Registration Certificate Compliance. (See Exhibit C attached hereto and made a part hereof).

10. Landlord's Stockholder Disclosure Certification. (See Exhibit D attached hereto and made a part hereof).

11. Landlord's Non-Collusion Affidavit. (See Exhibit E attached hereto and made a part hereof).

12. Landlord's Required Evidence- Affirmative Action Regulation (N.J.A.C. 17:27; P.L. 1975, c.127). (See Exhibit F attached hereto and made a part hereof).

13. Broker. The parties represent each to the other that no real estate brokers were involved in bringing about this transaction. Each party does hereby agree to indemnify, save harmless and defend the other from and against any and all claims, demands, costs, fees, charges, expenses of any nature whatsoever arising out of any action based upon a claim inconsistent with the representations contained herein.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first written above.

WITNESS:

279 BROADWAY ASSOCIATES, LLC
Landlord

By:_____
Andreas Sahar, Manager

_____

CITY OF LONG BRANCH, Tenant

_____

By:_____
Adam Schneider, Mayor

R126-09

RESOLUTION AUTHORIZING CONTRACTS WITH CERTAIN APPROVED STATE CONTRACT VENDORS

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

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

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

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

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

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

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

ATTACHMENT A-1
REFERENCED STATE CONTRACT VENDORS

COMMODITY/SERVICE	VENDOR	CONTRACT #	T#	EXP. DATE
Emergency Radio & Telephone Equip.	Zetron, Inc. *Authorized Dealer List	69908	1044	9/30/09
Stone, Sand, Gravel	Trap Rock	73443	T0142	2/28/11
Wireless Devices and Services	Verizon Wireless	64428	T216A	6/30/09
Telecommunications Eqp., Wired	Shared Technologies Fairchild	42117	T1316	8/31/09
Repair Service-Hvy Duty Truck/Bus	CCC Heavy Duty Truck Parts	73501	T2108	2/29/12
Repair Service-Hvy Duty Truck/Bus	Smith Motor Co.	73509	T2108	2/29/12
Repair Service-Hvy Duty Truck/Bus	Ram Hydraulics, Inc.	73519	T2108	2/29/12

R# 127-09

RESOLUTION TO REFUND OVERPAYMENT OF TAXES DUE TO A TAX COURT OF NEW JERSEY JUDGMENT

WHEREAS, the City of Long Branch has received from the Tax Court of New Jersey judgment(s) reducing the assessment on certain property for the year(s) indicated and,

WHEREAS, the taxes on the certain property for the tax year(s) are overpaid and,

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

NOW THEREFORE BE IT RESOLVED, that the Finance Department is hereby authorized to issue an individual check to the taxpayer(s) shown below in the total amount of $168.37.

BLOCK	LOT	NAME	YEAR	AMOUNT
79	2	David Ashkenazi, David, Ronald and Ezra E. 18 Cottage Avenue Long Branch, NJ 07740	2007	168.37

R# 128-09

RESOLUTION AUTHORIZING CONTRACTS
FOR MUSICAL PERFORMANCES FOR SUMMER ENTERTAINMENT 2009

WHEREAS, the City of Long Branch wishes to procure the services of various bands to provide musical performances at Pier Village, August 13, 2009 for a musical performance by After the Reign and Chuck Lambert / Chuck Lambert Band at the Band Shell at Broadway Park on May 23, 2009; and

WHEREAS, in accordance with NJSA 40A:11-5(1)(a)(i), the City may award a contract for professional services, including services of a creative and artistic nature, without publicly advertising for bids; and

WHEREAS, the City's Office of Community Development staff has negotiated with various bands to provide entertainment, for the Summer Concert events and it is the recommendation of the Director of Building and Development that it is in the City's best interest to enter into contracts as detailed below; and

WHEREAS, all contractors awarded professional service contracts are required to comply with City Ordinance #18-05, and execution of the contract documents, annexed hereto, will serve as acknowledgement by After the Reign LLC and the Chuck Lambert Band that they comply with the Ordinance, and have not made any political contributions that would bar them from being awarded a contract with the City of Long Branch; and

WHEREAS, 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 following appropriation #9-01-012-801 for an amount not to exceed $1,000.00 / #G-08-086-432 in an amount not to exceed $700.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Long Branch that they hereby authorize a contract with After the Reign for a musical performance at Pier Village on August 13, 2009 and Chuck Lambert Band for a musical performance at the Band Shell at Broadway Park on May 23, 2009.

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

BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to take the necessary action to provide payment to the artists/agents on the night of the performance in accordance with the terms of the contracts.

MOVED:
SECONDED:
AYES:
NAYS:
ABSENT:
ABSTAIN:

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:

CONTRACTS FOR MUSICAL ENTERTAINMENT
FOR VARIOUS SUMMER ENTERTAINMENT EVENTS

Said contract being made as follows:

AFTER THE REIGN LLC	**$1,000**
CHARLES LAMBERT/	
CHUCK LAMBERT BAND	**$ 700**

Said funds being available in the form of:

2009 BUDGET	
ADMINISTRATOR'S OFFICE	
SPECIAL EVENTS	
APPRO. #9-01-012-801	**$1,000**
GRANT BUDGET	
UEZ BROADWAY BUSINESS GRANT	
APPRO. #G-08-068-432	**$ 700**

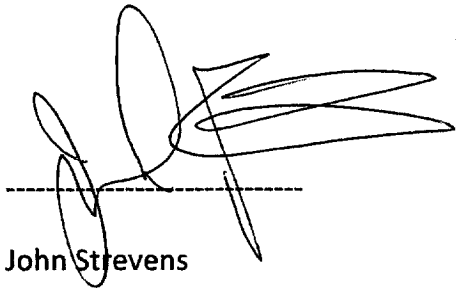
Ronald J. Mehlhorn, Sr., C.P.A., R.M.A.
Finance Director, Chief Financial Officer

5-5-09
Date

PERFORMANCE CONTRACT

Let This contract confirm that the country band know as "After The Reign" will perform in Peir Village for the city of Long branch on Aug 13 2009 for the amount of $1000.00

The check will be made payable to After the Reign band LLC.



April 20-2009

John Strevens

After The Reign

ENTERTAINMENT AGREEMENT

Agreement made this twentieth of April, 2009, between The City of Long Branch, (hereinafter "**PURCHASER**"), and The Chuck Lambert Band / Chuck Lambert, P.O. Box 2304, Red Bank NJ 07701, (hereinafter "**ARTIST**"). This agreement when executed on behalf of the undersigned parties shall constitute a contract for the personal services of the ARTIST to furnish entertainment services to the PURCHASER in accordance with the following terms and conditions:

PLACE:	The New Downtown Concert Stage
ADDRESS:	The Corner of Third Ave & Broadway Long Branch, NJ
CONTACT:	Barry Stein / Robyn Ellenbogen 344 Broadway Long Branch, NJ 07740 (732) 500-6593
DATE:	May 29, 2009 (Saturday) Rain or shine
TIME:	12noon – 2:30pm
COMPENSATION:	$700.00 (payable day of performance) Check payable to Charles Lambert
PRODUCTION:	Artist shall provide a complete and adequate sound system and backline of equipment. Purchaser shall electrical outlets necessary for the Artist.

TERMS AND CONDITIONS

1. The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond Artist's control.

2. The Artist represents itself as a self-employed independent contractor in the performance of the services under this Agreement and shall, at all times, remain an independent contractor and shall not be deemed or construed as an employee of Purchaser. Neither federal, nor state, nor local income tax of any kind (including unemployment insurance contributions) shall be withheld or paid by the Purchaser concerning the Artist or its members. Purchaser shall not obtain worker's compensation insurance for the Artist or its members.

3. This Agreement may not be changed, modified or altered except by an instrument in writing, making specific reference hereto, signed by the parties. This Agreement constitutes the sole, complete and binding agreement between the parties.

4. If Purchaser cancels this engagement within 60 days of the event, and entertainment services by the Artist are then not needed for this engagement, the Purchaser will forfeit the deposit amount, as indicated above.

5. If Artist is unable to perform as per this agreement, he will make all reasonable efforts to notify the Purchaser in a timely fashion and will return all monies paid to the Purchaser in consideration of this agreement.

6. The parties agree that any claim or dispute arising out of or related to this engagement or the breach thereof shall be settled by arbitration in NEW JERSEY in accordance with the rules and regulations then obtaining of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgement upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

7. The Authorized Representative of the Artist in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Artist for the terms and conditions herein. For purposes of this Agreement, the word "Artist" shall be deemed to include the individual members of the Artist as well as the Artist's Manager(s), agent(s) or other representative(s). The individual members, Manager(s), agents(s) or other representatives(s) are jointly and severally liable for compliance with the terms of this Agreement.

8. The Authorized Representative of the Purchaser in signing this Agreement acknowledges his or her authority to execute this Agreement and to bind Purchaser for the terms and conditions herein. For purposes of this Agreement, the word "Purchaser" shall be deemed to include the individual Management persons of the Purchaser as well as the Purchaser's agent(s) or other representative(s). The individual Management persons, agents(s) or other representatives(s) are jointly and severally liable for compliance with the terms of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement:

AGREED TO & ACCEPTED:

PURCHASER: The City of Long Branch

BY: _____
Purchaser Representative:

ARTIST: The Chuck Lambert Band

BY _____
Artist Representative: Chuck Lambert
4/20/09

R# 129-09

RESOLUTION CERTIFYING CITY OF LONG BRANCH TAX LEVY – BOARD OF EDUCATION

WHEREAS, based on election results from the April 21, 2009 Board of Education election, it appears that the general fund tax levy for the base budget of the City of Long Branch School District has been defeated by the voters; and

WHEREAS, it is the responsibility of the municipal governing body to certify the taxes to the County Board of Taxation; and

WHEREAS, the municipal governing body may certify the original amounts which appeared on the ballot; and

WHEREAS, the City of long Branch has a minimum tax levy in the amount of $31,570,923.00 which equals an amount sufficient for district spending at parity when added to certain state aids; and

WHEREAS, an Abbott district cannot reduce its tax levy until it exceeds that level of spending and the district is spending at parity.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch that they hereby certify the amount of $31,570,923.00 which was the original general fund tax levy on the ballot and the amount of the general fund tax levy being certified by the City Council for the base budget.

MOVED:
SECONDED:

AYES:
NAYES:
ABSENT:
ABSTAIN:

R# 130-09

RESOLUTION
APPROVAL PAYMENT OF BILLS

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

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

MOVED:
SECONDED:

AYES:

NAYES:

ABSENT:

ABSTAIN:

State of New Jersey
County of Monmouth
City of Long Branch

I, Irene A. Joline, City Clerk of the City of Long Branch do hereby certify the foregoing to be a true copy of a Resolution adopted by the City Council at a Regular Meeting held on May 12, 2009.

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

_____
Irene A. Joline, City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of May 12, 2009. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 and 4:30 P.M. Monday through Friday.

279 Broadway Associates	Rent for Municipal Court & Drug Office - April & May 2009	*	20,450.00	
3M Company	Reflective Sheeting for Striping & Decaling of Police Vehicles - Police Dept.		636.00	
A & L Auto Repair	Towing - 4/4/2009 - PD #36 - DPW		30.00	
A.R. Communications	Reconditioned Radios - Public Works		350.00	
Action Office Supplies	(2) File Carts - Purchasing Dept.		106.62	
All Industrial Safety Products	Gloves & Reflective Vests - DPW		464.41	
Allied Building Products	Materials for Morris Avenue Comfort Station - Public Works		3,756.11	
Allied Oil Company	Diesel Fuel Delivered - 4/13/2009 - Public Works		7,174.80	
AT&T	Utilities - Telephone - 3/31/2009 - Various Locations	*	1,249.05	
AT&T	Utilities - Telephone - 4/9/2009 - Various Locations	*	34.00	
Atlantic Plumbing Supply	Plumbing Materials - Morris Avenue Comfort Station - Public Works		303.29	
Auto Parts	Miscellaneous Auto Parts - March 2009 - Public Works/ Fire Department		90.51	
Auto Zone	Misc. Automotive Parts - February & March 2009 - DPW		2,458.57	
Best Expressions	Promotional Items (Pencils) for G.R.E.A.T. Graduation - Police Dept.		116.60	
Birdsall Engineering	Engineering Services Rendered - General - March 2009		3,412.97	Pymt #3
Birdsall Engineering	Engineering Services Rendered - Meetings & Reports - March 2009		250.00	Pymt #3
Brennan's Deli	Food for Redevelopment Team Meeting - 4/23/2009 - Administration		78.00	
Builders General Supply	Materials for Entrance Signs for Beachfront - Public Works		195.86	
Bullet Lock & Safe Co	Miscellaneous Keys & Locks - March 2009 - Traffic/ Public Works		185.95	
Central Jersey Council of Government	Membership for Administration		300.00	
Century Office Products, Inc	Copier Maintenance - Various Departments - 03/01 - 06/30/2009		6,362.00	
Cherry Valley Tractor Sales, Inc	Miscellaneous Parts - Beach Equipment/Tractor - Public Works		3,035.11	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	179,783.47	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	826,688.04	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	403,345.24	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	271,892.65	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	210,855.71	
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	33,722.11	
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	792,965.93	
Coast Hardware	Misc. Hardware - March 2009 - DPW		555.99	
Collage Video	Exercise DVD's for Wellness Day - Senior Affairs		303.19	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Complete Security Systems, Inc	Inspections - 04/01/2009-03/31/2010 - Recreation/ City Hall Building		1,510.00	
Concept Printing & Promotions	18" Promotional Lanyards - Administration		193.00	
Conte's Car Wash	Motorcycle/Car Wash Contract - April 2009		1,188.50	
Continental Fire & Safety	Helmet Shields for Fire Dept Officers & Chiefs - Fire Department		3,242.27	
CWA Local 1034, Branch 4	Dental/Vision - May 2009	*	5,900.00	
Davis Equipment Sales, Inc	Miscellaneous Parts for Surf Rake - Public Works		313.92	
Dell Computer Corp.	Battery for Laptop - IT-Administration		129.59	
Eastern Concrete Materials	Materials for Morris Avenue Comfort Station - Public Works		469.65	
Edward Mazzacco	Mileage Reimbursement - First Quarter - Tax Collector's Office		39.60	
Edwards Tire Co., Inc	Tires - Public Works / Fire Dept.		1,505.07	
Eric Reisher	Technical Support Services - March 2009 - L.B. Cable Commission		500.00	
F & C Automotive Supply	Miscellaneous Auto Parts - Public Works/ Fire Department		139.32	
Fax Express	Maintenance Agreement for Fax Machine at Switchboard - 4/3/2009-4/2/2010		420.00	
Fine Fare	Supplies for Basketball Awards Dinner - 4/18/2009 - Recreation Dept.		72.99	
Fire & Safety Systems	Sprinkler System Service & Inspection - DPW		285.00	
Fort Dearborn Life Insurance	Life Insurance - May 2009	*	1,329.27	
G & M Trophy	Trophies & Plaques for Basketball All Stars Team - Recreation Dept.		490.40	
Gagliano Appraisal	2009 Tax Court Appeals - March / April 2009		1,625.00	Pymt #9-10
Gen-El Safety & Industrial Products	Misc. Equipment - Fire Dept.		161.00	
General Sales Admin	Cable Wire for Wiring Strobe Lights on Police Vehicles		330.00	
Gerald Carroll	Reimbursement for E-Mail Services for City Network - April / June 2009 - IT-Administration		29.97	
GF United Auto Service	Repair Radiator - PW F-2 - DPW		45.00	
Global Gov't Education	Computer Supplies - Public Works / Comptroller's Office		124.50	
Gov Sec U.S. Law & Ready 2008	Exposition - Training for Homeland Security - OEM		585.00	
Health Net of New Jersey	Health Benefits - May 2009	*	92,918.84	
Horizon Blue Cross Blue Shield	Health Benefits - May 2009	*	282,557.16	
Horizon Blue Cross Blue Shield	Dental Benefits - May 2009	*	16,881.31	
Jamm Printing	Various Printed Forms - Health Dept.		153.00	
Jersey Central Power & Light	Utilities - Electric - 1/30-4/21/2009 - Various Locations	*	59,855.93	
Jersey Elevator Co.	Elevator Maintenance at City Hall Building - April / June 2009 - DPW		481.38	
John Guire Company	Miscellaneous Tools/ Equipment - March 2009 - Public Works		35.95	
Joseph Fazzio - Wall, LLC	Materials for Roof - OCED Building - Public Works		2,646.12	
Kevin Condon	Reimbursement of Toll for Verazano Bridge - 4/24/2009 - Police Dept.		10.00	
Lab Safety Supply	Waste Bags - Health Dept.		322.66	
Lanigan Associates	Concealable Police Vests - Police Department		2,544.00	
Law & Public Safety Institute	Registration - Background Invest. Seminar - 4/13/09 - Lt. Rizzuto & P.O. Camacho - Police Dept.		200.00	
Lawson Products	Misc. Hardware for DPW Stock		410.28	
Lesco Inc.	Seed/Fertilizer for Various Locations - DPW		1,683.00	
LHR Technologies	Misc. Tools & Equipment - DPW		1,978.99	

LT. Jason Roebuck	Investigative Funds - Police Dept.	*	500.00	
Maaco Auto Painting & Bodyworks Center	Paint Vehicle - Public Works		650.00	
Marian K. Akana	Events Coordinator for "Art In The Park" - Memorial Day Weekend 2009 - Feb. / April 2009		2,760.00	Pymt #1-3
MCAA of New Jersey	Registration - Spring Conference - 5/7-5/8/09 - T. Turner & D. Stamberger - Municipal Court	*	400.00	
Michael A. Irene, Jr. Esq.	Legal Services Rendered - Zoning Board Attorney - November 2008		62.50	Pymt #2
Monmouth Building Center	Plexi Glass for Beach Signs - Public Works		728.00	
Motorola C & E Inc	Vehicular Charger - Public Works		624.00	
Mr. John	(3) Port-A-John's - Traux Park & Van Court Park - March 2009 - DPW		44.42	
New Jersey American Water	Utilities - Water - 3/9-4/8/2009 - Various Locations	*	1,596.46	
New Jersey Natural Gas	Utilities - Gas - 3/3-4/13/2009 - Various Locations	*	4,158.23	
NJ Association School Resource Officers	Membership Renewal - 7/1/2009-6/30/2010 - DSgt. Gotfredsen - Police Dept.		25.00	
NJ Fire Equipment	(6) Face Masks - Fire Dept.		1,323.00	
NJASCD	Registration for Workshop - 3/27/2009 - P. Krosnicki - Senior Affairs		15.00	
NJ-IAAO	Registration - Tax Appeal Seminar - 3/19/2009 - J. Butow - Tax Assessor's Office		120.00	
Office Needs	Printer Cartridges - Various Depts.		486.14	
Party Fair	Supplies for Volunteer Celebration - 4/24/2009 - Senior Affairs		218.00	
Party Line	Tables & Chairs for Board of Education Election - 4/21/2009 - City Clerk's Office		235.43	
Perry's Trophy Co.	Plaque for X-Chief's Brunch - 4/26/2009 - Fire Dept.		40.00	
Peter Strub	Reimbursement for Expenses Incurred - ASAP Conference - 2/5-2/6/09 - Human Services		26.03	
Phoneware Limited	Annual License & Support for Central Telephone System - April 2009 / April 2010		487.00	
Red The Uniform Tailor	Uniform for S. Pooler & A. Owens - Police Dept.		361.45	
Rose Leonard	Watercolor Instruction - 4/23/2009 - Senior Affairs		70.00	
Rutgers University	Registration - Re-Certification for Registrars - 4/22/09 - T. Brown - Health Dept.		132.00	
Saker Shoprites	Food for Volunteer Celebration - 4/24/2009 - Senior Affairs		456.18	
Scoles Floorshine Industries	Janitorial Supplies for City Hall Building - DPW		1,076.83	
Seaside Materials Inc	Materials for Morris Avenue Comfort Station - Public Works		26.60	
Staples	Office Supplies - Finance Director		57.87	
Storr Tractor Company	Misc. Parts for Lawn Mowers - Public Works		3,061.85	
Technatype	Typewriter Ribbons - Health Dept.		39.96	
Thomas Reuters	(2) PPC QuickBooks Solutions (Manual & Computer Software) - Finance Director		236.00	
Thompson Design Group	Professional Services Rendered - General Matters - March 2009		1,035.55	Pymt #5
Tina Brown	Mileage Reimbursement - Re-Certification Class - 4/22/09 - Health Dept.		11.40	
Tropicana Casino & Resort	Room Reservation - Emergency Prep. Conference - 5/7-5/8/09 - Hayes/Dziuba/Shirley - OEM	*	272.00	
Trump Marina	Room Reservations - N.J.N.E.O. Conference - 6/8-6/12/09 - Street Crimes Unit - Police Dept.	*	816.00	
Tuzzio's	Food for Various Events in March & April 2009 - Recreation Dept. / Senior Affairs		455.00	
United Parcel Service	Ground Transportation - Finance Dept.		18.85	
USA Mobility	Pager Service - 4/1-6/30/2009 - Various Depts.	*	28.61	
Verizon	Utilities - Telephone - 4/1-4/11/2009 - Various Locations	*	10,973.04	
Verizon Wireless	Laptop Service - 4/12/2009 - Various Depts.	*	2,000.46	

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Verizon Wireless	Cell Phone Service - 4/16/2009 - Various Depts.	*	2,161.82	
Vision Service Plan	Vision - May 2009	*	1,324.84	
Visiting Nursing Services of Central Jersey	Public Health Nursing Services - Second Quarter		3,192.00	
W.B. Mason	Various Office Supplies - Various Depts.		1,631.99	
Warshauer Electric Supply	Electrical Materials for Morris Avenue Comfort Station - DPW		899.20	
Y-Pers	Rags for Municipal Garage/ City Hall Building		201.22	
Zaf's Service Center	Gasoline for Police Dept. Motorcycles - March 2009		25.04	
Zep Manufacturing Co.	Consumable Supplies for Municipal Garage & Fire Dept.		868.26	
TOTAL CURRENT			**3,300,393.08**	
Birdsall Engineering	Engineering Services Rendered - 2007 Road Program - Third Ave. - NJ DOT - March 2009		5,414.00	Pymt #16
Birdsall Engineering	Engineering Services Rendered - Third Avenue Road Program - Phase III - March 2009		596.00	Pymt #7
Birdsall Engineering	Engineering Services Rendered - Third Avenue Road Program - Phase II - March 2009		447.00	Pymt #6
Birdsall Engineering	Engineering Services Rendered - Cherry St. Park Site Investigation - March 2009		83.70	Pymt #9
Birdsall Engineering	Engineering Services Rendered - Municipal Court Facilities - March 2009		420.00	Pymt #1
City of Long Branch Clearing Account	Reimburse Clearing Account	*	750.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	92,588.06	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	69,070.79	
D.W. Smith Associates	Engineering Services Rendered - Manahasset Creek Project Meetings - Feb. & March 2009		672.50	Final Pymt
Freehold Soil Conservation District	Re-Inspection Fee for Manahassett Creek Park	*	750.00	
Oceanside Service Inc	Installation of A/C System - Radio Control Room - Police Department		3,439.00	
RCC Consultants	Consulting Services Rendered - Police Radio Project - March 2009		1,147.50	Pymt #3
W.B. Mason	Hard Floor Chair Mats - Dispatch Center - Police Department		331.85	
TOTAL CAPITAL			**175,710.40**	
Auto Zone	Misc. Automotive Parts - March 2009 - Animal Control		57.59	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	5,093.88	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,819.56	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,788.73	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	780.00	
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	364.71	
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	4,729.17	
Conte's Car Wash	Car Wash Contract - April 2009		46.26	

Fort Dearborn Life Insurance	Life Insurance - May 2009	*	2.94	
Geese Chasers	Geese Maintenance Control - Lake Area - April 2009		1,079.00	Pymt #4
Health Net of New Jersey	Health Benefits - May 2009	*	1,368.29	
Horizon Blue Cross Blue Shield	Health Benefits - May 2009	*	2,115.57	
Horizon Blue Cross Blue Shield	Dental Benefits - May 2009	*	188.06	
Verizon Wireless	Cell Phone Service - 4/16/2009 - Animal Control	*	113.24	
Vision Service Plan	Vision - May 2009	*	31.46	
TOTAL DOG			**21,578.46**	
Auto Zone	Misc. Automotive Parts - March 2009 - Community Dev.		263.89	
Birdsall Engineering	Engineering Services Rendered - Cherry Street Park Oversight - February / March 2009		192.50	Pymt #6
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,770.26	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,242.75	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	3,551.58	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	1,842.10	
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	271.89	
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	3,498.37	
Conte's Car Wash	Car Wash Contract - April 2009		77.10	
Fort Dearborn Life Insurance	Life Insurance - May 2009	*	9.80	
Health Net of New Jersey	Health Benefits - May 2009	*	1,368.29	
Horizon Blue Cross Blue Shield	Health Benefits - May 2009	*	1,682.98	
Horizon Blue Cross Blue Shield	Dental Benefits - May 2009	*	156.16	
Tuzzio's	Annual Awards Dinner for 220 Attendees - Basketball Program - 4/25/2009 - Comm. Dev.		1,200.00	
United Rentals	Equipment Rental - Equipment Needed to Spackle Exterior Wall of Atlantic Firehouse		1,034.00	
Vision Service Plan	Vision - May 2009	*	25.52	
TOTAL HUD			**22,187.19**	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	18,638.79	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	500.00	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	7,440.74	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	4,757.62	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	61,295.80	
City of Long Branch Clearing Account	Reimburse Clearing Account	*	13,272.58	

City of Long Branch Payroll Agency	Unemployment - April 2009	*	1,407.15
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	211.04
City of Long Branch Payroll Agency	Payroll Dated 5/01/2009	*	7,229.70
Danielle Golba & Assoc.	Professional Services Rendered - September 2008 - Zoning Board		80.00
E M Waterbury & Assoc.	Engineering Services Rendered - August 2008 / March 2009 - Zoning Board		4,064.75
Fort Dearborn Life Insurance	Life Insurance - May 2009	*	0.98
Health Net of New Jersey	Health Benefits - May 2009	*	1,965.80
Horizon Blue Cross Blue Shield	Dental Benefits - May 2009	*	78.08
JNH Funding Corp.	Tax Sale Premium	*	600.00
Martin J. Arbus	Legal Services Rendered - January / March 2009 - Planning Board		2,100.00
Michael A. Irene	Legal Services Rendered - December 2008 / March 2009 - Zoning Board		2,341.00
Mooring Tax Asset Gr. LLC	Tax Sale Premium	*	2,100.00
NJ Dept. of Labor - Div. Of Employer Accounts	Unemployment - First Quarter 2009	*	10,720.12
Vision Service Plan	Vision - May 2009	*	12.76
Walter Zwirlz	Inspection of Property - 236 Seaview Avenue - Community Dev.		250.00
TOTAL TRUST OTHER			**139,066.91**

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