



Agenda
Meeting of the Municipal Council
Wednesday, October 10, 2018
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 4, 2018, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Special Event Applications
- C. Items to be presented by Sackman Enterprises:
 - 1. Presentation regarding the Savoy
- D. Review of Agenda Items for October 10, 2018 Regular Meeting
- E. Matters from City Council
- F. Matters from City Manager
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, October 10, 2018
REGULAR MEETING 7:00 PM

I. Executive Session - 4:00 p.m.

2018-350 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Central Business District Plan Amendment
2. Asbury Partners/iStar - Parking Agreements
3. 2019 Professional Services Contract

B. Litigation

1. Review of NJiiF Open Claims Reports

C. Potential Litigation

1. McKeon v. City of Asbury Park

D. Attorney-Client Privilege

II. Workshop Session - 6:00 p.m.

III. Regular Meeting - 7:00 p.m.

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 4, 2018, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Minutes of Sep 26, 2018 4:00 PM
- Municipal Council - Work Session - Sep 26, 2018 6:00 PM
- Municipal Council - Regular Meeting - Sep 26, 2018 7:00 PM

G. Consent Agenda Resolutions

All matters listed on the Consent Agenda are presented collectively to the City Council, and will be considered for approval with one vote. These matters are considered to be routine in nature, and there will be no individual discussion of these items. If discussion is desired by one or more Council member(s) as to any particular item(s), then said item(s) shall be removed from the Consent Agenda and considered separately.

2018-351 Resolution Approving Special Event Applications

2018-352 Resolution Authorizing Refund of Erroneously Partially Redeemed Tax Sale Certificate #A8-00267 1001-4 FKA 93-7 121 Ridge Avenue

2018-353 A Resolution of the City of Asbury Park Releasing the Performance Bond for 1200 Ocean Avenue (Block 4502, Lot 1.06 And Accepting Maintenance Guarantee

2018-354 Resolution Approving 2018-2019 Alcoholic Beverage Control License For Asbury Music Company a/k/a The Saint in the City of Asbury Park, County of Monmouth, New Jersey

H. Individual Resolutions

2018-355 Resolution Approving Payment of Bills

2018-356 Authorizing a Professional Services Contract to T&M Associates to Prepare a Master Plan for Sunset Lake

2018-357 Awarding of a Contract to Millennium Communications Group for a Camera System at the Police Department

2018-358 Resolution Authorizing the Purchase Safety Lighting for Two (2) 2018 Ford Utility Vehicles

2018-359 Resolution Authorizing the Purchase of Alpha Numeric Keypads for Parking Pay Stations

2018-360 Awarding of a Contract to Millennium Communications Group for Security Cameras

2018-361 Authorizing an Agreement with IPS Group for a Permit Management System

2018-362 Resolution of Support Authorizing a New Jersey Department of Transportation Bikeways Grant Application and Execute a Grant Contract

- 2018-363 Resolution of Support Authorizing a New Jersey Department of Transportation Safe Streets to Transit Grant Application and Execute a Grant Contract
- 2018-364 A Resolution Authorizing the City of Asbury Park to Commence an Action Before the Superior Court of New Jersey in Order to Seek a Judgment of Compliance and Repose Relating to the City's Affordable Housing Plan

I. Ordinances

1. Introduction

- 2018-37 An Ordinance Amending Section 3-35, Entitled "Sleeping In Public Places," of Chapter III, "Police Regulations," of the "Revised General Ordinances of the City Of Asbury Park, New Jersey"
- 2018-46 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 912 Sunset Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

2. Second Reading/Public Hearing

- 2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park
- 2018-39 An Ordinance Amending and Supplementing Various Articles and Sections of Code of The City of Asbury Park
- 2018-42 An Ordinance Amending and Supplementing Chapter XX "Environmental Regulations" Adding Section 20-3 Plastic Bags of the "Code Of The City Of Asbury Park, New Jersey."
- 2018-43 An Ordinance Amending and Supplementing Chapter XX "Environmental Regulations" by Adding Section 20.6 "Invasive Plants" of the "Code of the City of Asbury Park, New Jersey."
- 2018-44 An Ordinance Amending and Supplementing Chapter XVIII "Sewers" of the "Code of the City of Asbury Park, New Jersey"

J. Adjournment

**RESOLUTION NO. 2018-350****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on October 10, 2018 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed are as follows:

A. Contract Negotiations:

1. Central Business District Plan Amendments
2. Asbury Partners/iStar – Parking Agreements
3. 2019 Professional Services Contract

B. Litigation:

1. Review of NJiiF Open Claims Report

C. Potential Litigation:

1. Robert McKeon v. City of Asbury Park

D. Attorney-Client Privilege

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with section 8 and 4a of the Open Public Meetings Act.

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, September 26, 2018
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Absent	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

Proclamation Recognizing the Asbury Park Music Foundation

Mayor Moor and the City Council presented a proclamation recognizing the Asbury Park Music Foundation.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco stated that there was no sign permit across the street. A summons was issued; however, it was dismissed by the court. This is being looked into.

Special Event Applications

Leesha Floyd reviewed the special event applications with Mayor and Council.

Review of Agenda Items for September 26, 2018 Regular Meeting

City Manager Capabianco reviewed the Council meeting agenda with the Mayor and Council.

Matters from City Council

Council Member Clayton stated that there will be a 2nd public meeting regarding the City's Affordable Housing Plan on October 11 at the Asbury Park Senior Center. She also announced the new CDBG home repair program, which allows homeowners who qualify to obtain up to \$5,000 for repairs for in or around your home. Please contact Carrie Jeanot or Cassandra Dickerson for more information.

Council Member Kendle stated that the Asbury Park Homecoming Parade will be held on October 6. He also announced the Trunk or Treat will be held on Halloween. Anyone who wishes to donate, please see Leesha.

Minutes Acceptance: Minutes of Sep 26, 2018 6:00 PM (Minutes)

Mayor Moor reiterated Council Member Clayton's comments on the new CDBG program. He recognized the event held at the Senior Center sponsored by the Mayor's Wellness Committee supporting senior health.

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto stated that if any members of the public have questions regarding the Sea Hear Now concert, please speak to the City Manager or refer to the City website.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Sep 26, 2018 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, September 26, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-342 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Absent	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Council Member Clayton to open the meeting to the public.

The following members of the public spoke: Rev. Gilbert Caldwell, Milia Estes, Christian Hubert, Pam Lamberton, John Webber.

Motion made by Council Member Council Member Clayton and seconded by Council Member Council Member Kendle to open the meeting to the public.

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

1. Executive Minutes of Sep 12, 2018 4:00 PM
2. Municipal Council - Work Session - Sep 12, 2018 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Sep 12, 2018 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2018-343 Resolution Approving Special Event Applications

2018-344 Resolution to Credit Sewer Account 806-16 4 Avenue A

2018-349 Resolution Authorizing Installation of Rainbow Crosswalk

INDIVIDUAL RESOLUTIONS

2018-345 Resolution Approving Payment of Bills

RESULT:	ADOPTED [3 TO 1]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle
NAYS:	John Moor
ABSENT:	Amy Quinn

2018-346 Authorizing the Execution of “Addendum B to Use and License Agreement” with SHN Festivals, LLC, Concerning a Live Cultural Music and Art Festival to be Held in a Designated Portion of the Asbury Park Waterfront Area from September 28, 2018 through September 30, 2018

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2018-347 Resolution Amending the Metered Parking Requirements for the Waterfront Area of the City, Effective During the Sea.Hear.Now Festival

Minutes Acceptance: Minutes of Sep 26, 2018 7:00 PM (Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2018-348 Resolution Awarding a Contract for Installation of Playground Equipment

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

ORDINANCES

Introduction

2018-37 An Ordinance Amending Section 3-35, Entitled “Sleeping In Public Places,” of Chapter III, “Police Regulations,” of the “Revised General Ordinances of the City Of Asbury Park, New Jersey”

RESULT:	TABLED [UNANIMOUS]
	Next: 10/10/2018 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2018-45 An Ordinance Amending and Supplementing Chapter III “Drug-Free Zones Surrounding Public Housing Facilities, Parks and Public Buildings.” of the “Code of the City of Asbury Park, New Jersey.”

Public hearing is scheduled for October 24, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 10/24/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

Second Reading/Public Hearing

2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park

RESULT: **TABLED [UNANIMOUS]**

Next: 10/10/2018 7:00 PM

MOVER: Eileen Chapman, Councilmember

SECONDER: Yvonne Clayton, Councilmember

AYES: Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor

ABSENT: Amy Quinn

2018-34 An Ordinance Amending and Supplementing Chapter XXVIII "Health Regulations by Adding Section 28-5 "Intentional Release of Balloons" of the "Code of the City of Asbury Park, New Jersey."

Motion made by Council Member Kendle and seconded by Council Member Clayton to open the ordinance to the public.

The following members of the public spoke: Helen Henderson, John Webber.

Motion made by Council Member Chapman and seconded by Council Member Clayton to close the ordinance to the public.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Yvonne Clayton, Councilmember

SECONDER: Eileen Chapman, Councilmember

AYES: Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor

ABSENT: Amy Quinn

2018-35 An Ordinance Amending and Supplementing Section 26-4 "Retirement Benefits" of Chapter XXVI, "Personnel Policies," of the "Code of the City of Asbury Park, New Jersey."

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the ordinance to the public.

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Council Member Clayton to close the ordinance to the public.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Eileen Chapman, Councilmember

SECONDER: Jesse Kendle, Councilmember

AYES: Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor

ABSENT: Amy Quinn

2018-36 An Ordinance Amending and Supplementing Chapter III, Entitled "Police Regulations," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," in Order to Establish a New Section Thereof to be Known as Section 3-10, Entitled "Begging And Panhandling."

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the ordinance to the public.

The following members of the public spoke: Christian Hubert.

Motion made by Council Member Clayton and seconded by Council Member Kendle to close the ordinance to the public.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2018-38 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the ordinance to the public.

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the ordinance to the public.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2018-39 An Ordinance Amending and Supplementing Various Articles and Sections of Code of The City of Asbury Park

RESULT:	TABLED [UNANIMOUS]
	Next: 10/10/2018 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2018-40 An Ordinance Amending the Property Maintenance Code of the City of Asbury Park

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the ordinance to the public.

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Council Member Chapman to close the ordinance to the public.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2018-41 Bond Ordinance Providing for the Acquisition and Installation of License Plate Readers and Associated Software, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey; Appropriating \$175,000 Therefor and Authorizing the Issuance of \$175,000 in Bonds or Notes to Finance the Cost Thereof

Motion made by Council Member Clayton and seconded by Council Member Chapman to open the ordinance to the public.

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Council Member Clayton to close the ordinance to the public.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2018-42 An Ordinance Amending and Supplementing Chapter XX “Environmental Regulations” Adding Section 20-3 Plastic Bags of the “Code Of The City Of Asbury Park, New Jersey.”

RESULT:	TABLED [UNANIMOUS]
	Next: 10/10/2018 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

ADJOURNMENT

The meeting was adjourned at 7:30 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Sep 26, 2018 7:00 PM (Minutes)



RESOLUTION NO. 2018-351

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on October 10, 2018 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Krampus Asbury Park
2. AP Santa Run
3. AP Polar Bear Races
4. Rotary Club of AP
5. Plunge to Freeze Out Lupus
6. Plunge for Recovery
7. AP Live!
8. Take Steps for Crohns & Colitis Foundation
9. Weddings:
 - a. Waldron/Torres
 - b. Biggs/Certuche
 - c. Tirone/Palazza
 - d. Flanigan/Hetzel

WHEREAS, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-351 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 11th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-352

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING REFUND OF ERRONEOUSLY PARTIALLY REDEEMED TAX SALE CERTIFICATE #A8-00267 1001-4 FKA 93-7 121 RIDGE AVENUE

WHEREAS, Tax Sale Certificate # A8-00267 was issued to Plymouth Park Tax Services, LLC for delinquent sewer charges on Block 93 Lot 7 commonly known as 121 Ridge Avenue at a Tax Sale held on December 19, 2008; and

WHEREAS, Tax Sale Certificate # A8-00267 was assigned from Plymouth Park Tax Services, LLC to Propel Financial 1, LLC on May 16, 2014, Book OR 9067 Page 6109 recording date June 3, 2014; and

WHEREAS, by the way of evidence that on October 15, 2014, TSC#11-00280 was redeemed by Propel Financial 1, LLC in the amount of \$15,226.73 and should have been added to TSC# A8-00267 lien as a subsequent payment but was never added; and

WHEREAS, by the way of evidence that on January 12, 2016, TSC# A8-00267 was erroneously partially redeemed by Atlantic Holding Group, INC, assessed owner, in the amount of \$47,895.85 (this amount will be paid from the redemption account); and

WHEREAS, the Tax Collector requests permission to refund \$19,841.13, the total subsequent, erroneously not added to the lien, in the amount of \$15,226.73 plus interest and 6% year-end penalty in the amount of \$4,614.40 to Propel Financial 1, LLC holder of Tax Sale Certificate #A8-00267; and

WHEREAS, the Tax Collector requests to reopen TSC# A8-00267 in the amount of \$19,841.13 and request payment from the assessed owner of the property; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorized the Tax Collector to:

1. Open charges in the amount of \$19,841.13 and add to TSC#A8-00267
2. Refund \$19,841.13 to Propel Financial 1, LLC

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-352 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 11th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-353

**City of Asbury Park
County of Monmouth
State of New Jersey**

A RESOLUTION OF THE CITY OF ASBURY PARK RELEASING THE PERFORMANCE BOND FOR 1200 OCEAN AVENUE (BLOCK 4502, LOT 1.06 AND ACCEPTING MAINTENANCE GUARANTEE

WHEREAS, InSite Engineering, LLC has inspected 1200 Ocean Avenue (Block 4502, Lot 1.16); and

WHEREAS, InSite Engineering, LLC has determined that the condition of the improvements is satisfactory; and

WHEREAS, it is the recommendation of the InSite Engineering, LLC that the City of Asbury Park release the Performance Guarantee in the amount of \$11,880.00 upon a posting of the two (2) year Maintenance Guarantee in the amount of \$1,485.00, provided that the release of the Performance Bond is contingent upon the payment of all outstanding escrow invoices.

WHEREAS, it is the intention of the City Council and in the best interest of the City of Asbury Park to release the Performance Guarantee and accept a two-year Maintenance Guarantee in the amount referenced herein, contingent upon the payment of all outstanding escrow invoices, in accordance with the InSite Engineering, LLC's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park that the performance guarantee in the amount of \$11,880.00 and accept a two (2) year maintenance guarantee of \$1,485.00.

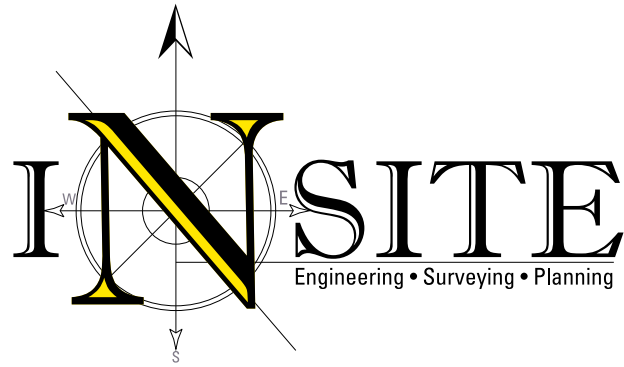
BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the Finance Director, InSite Engineering, LLC, Planning Board Secretary and applicant for their information and attention.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-353 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 10th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK

City of Asbury Park Planning Board
 c/o: Barbara Van Wagner
 Board Secretary
 Municipal Complex
 1 Municipal Plaza
 Asbury Park, NJ 07712



Via Email: Barbara.VanWagner@CityofAsburyPark.com

September 28, 2018

Subject: **PERFORMANCE GUARANTEE → MAINTENANCE GUARANTEE**
Preliminary & Final Site Plan
 Block 4502, Lot 1.16; 1200 Ocean Avenue
 City of Asbury Park, Monmouth County, NJ

Ms. Van Wagner:

In accordance with our September 26, 2018 Site Inspection, we find the site improvements complete for the above-referenced development project. Therefore, in accordance with NJSA 40:55D-53, we recommend releasing the applicant's Performance Guarantee.

The construction cost estimate itemized in our October 5, 2016 "Performance Guarantee & Inspection Fees" letter to you was \$9,900.00 (as related to public improvements). In accordance with NJSA 40:55D-53a(1), the applicant therefore posted a Performance Guarantee in the amount of \$11,880.00 (i.e. 120% of the construction cost estimate).

In accordance with NJSA 40:55D-53a(2), the City Mayor and Council may now require the applicant to post a Maintenance Guarantee in the amount of \$1,485.00 (i.e. 15% of the construction cost estimate).

Based on the above information, we recommend the Board and City Mayor and Council release the applicant's Performance Guarantee and proceed with the establishment of the Maintenance Guarantee. The Maintenance Guarantee, shall be held for a period of two (2) years, which period shall commence upon the date of the City Mayor and Council's acceptance of the site improvements.

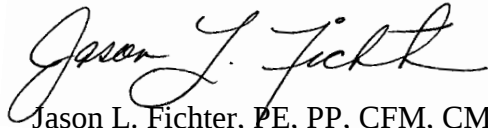
Please note the applicant remains responsible for all site improvements related to this development project. The City and this office shall not be held responsible for any physical improvements related to this development project.

Performance Guarantee → Maintenance Guarantee
City of Asbury Park Planning Board
City of Asbury Park, Monmouth County, NJ

Page 2 of 2
September 28, 2018
Block 4502, Lot 1.16

If you have any questions or require further information, please feel free to contact me anytime by phone or email (Jason@InsiteEng.net).

Sincerely,
InSite Engineering, LLC



Jason L. Fichter, PE, PP, CFM, CME
Planning Board Engineer

InSite Job # 15-580-45

cc: Jack Serpico, Esq., Planning Board Attorney
Michele Alonso, Director of Planning and Redevelopment
Madison Asbury Retail, LLC, Applicant

JserpicoLaw@aol.com
Michele.Alonso@cityofasburypark.com
anselm.fusco@madisonmarquette.com

Attachment: Performance Guarantee.1200 Ocean Ave. (2018-353 : Release Performance Guarantee 1200 Ocean Ave.)

InSite Engineering, LLC

1913 Atlantic Avenue, Suite F4 • Wall, NJ 08736
732-531-7100 (ph) • 732-531-7344 (fx) • InSite@InSiteEng.net • www.InSiteEng.net
Licensed in NJ, PA, DE, NY, CT, NC, DC, & CO



RESOLUTION NO. 2018-354

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING 2018-2019 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR ASBURY MUSIC COMPANY A/K/A THE SAINT IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY

WHEREAS, an applications have heretofore been filed with the City Clerk to renew Alcoholic Beverage License control license 1303-33-009-007 Asbury Music Company; and

WHEREAS, due to certain circumstances the Asbury Music Company was unable to renew their 2018-2019 by July 1, 2018, which circumstances have been resolved; and

WHEREAS, the Asbury Music Company has received Ad Interim permits through the New Jersey State Division of Alcoholic Beverage Control from July 1, 2018 through present day; and

WHEREAS, the Chief of Police has reviewed said applications and recommends renewal without reservation; and

WHEREAS, the applications appear to be in proper form, subject to review and approval by the Division of Alcoholic Beverage Control.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park in the County of Monmouth and State of New Jersey, that the following Alcoholic Beverage License in the City of Asbury Park for the period from July 1, 2018 until June 30, 2019, is hereby renewed:

1303-33-009-007 Asbury Music Company a/k/a/ The Saint 601 Main Street

BE IT FURTHER RESOLVED that the City Clerk shall sign and deliver each license to the licensee designated.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-354 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 11th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-355

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION APPROVING PAYMENT OF BILLS

WHEREAS, the following listed vouchers payable have been approved by the Chief Financial Officer and have subsequently been audited and found correct:

BE IT RESOLVED, that these vouchers payable totaling \$1,760,549.26

BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute and issue warrants for payment of said vouchers, but only if and when the conditions of the City Treasury shall permit.

CURRENT VOUCHERS	\$ 1,143,928.26
BOARD OF EDUCATION	<u>616,621.00</u>
TOTAL VOUCHERS	\$ <u>1,760,549.26</u>

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-355 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 11th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK

October 4, 2018
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CITY OF ASBURY PARK
Bill List By Budget Account

3.H.1.a
Page No: 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 7-First to 8-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

8-01-20-100-000-201	ADMINISTRATION General Plant					
CASLLC	CASSCO, LLC	18-02124	ice-cream for Back to School	400.00	0.00	
TRILIF	TRIUMPHANT LIFE CHURCH	18-02889	shirts for Mayor & Council	353.84	0.00	
ATLLC	AT&T MOBILITY LLC	18-03249	ACCT #287284936037 8/12 - 9/11	44.60	0.00	
VERIZON	VERIZON WIRELESS	18-03250	#485430396-00001 8/26-9/25/18	52.45	0.00	
				745.99		
	Extd Total: ADMINISTRATION			745.99		
	Department Total: ADMINISTRATION			745.99		

Department: MAYOR & COUNCIL
Extd: MAYOR & COUNCIL

8-01-20-110-000-299	MAYOR & COUNCIL Misc.					
CRAPRI	CRAFTMASTER PRINTING, INC.	18-03106	business cards for Mayor	45.00	0.00	
	Extd Total: MAYOR & COUNCIL			45.00		
	Department Total: MAYOR & COUNCIL			45.00		

Department: MUNICIPAL CLERK
Extd: MUNICIPAL CLERK

8-01-20-120-000-201	MUNICIPAL CLERK General Plant					
LIFSTO	LIFE STORAGE #448	18-02467	SPACE #11133 9/24 - 12/31/18	302.78	0.00	
8-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	18-03121	2018-43	268.70	0.00	
8-01-20-120-000-222	MUNICIPAL CLERK Training					
MELHAR	MELODY HARTSGROVE	18-03238	Mileage Reimbursement Melody.H	110.52	0.00	
8-01-20-120-000-238	MUNICIPAL CLERK Contractual					
MCCI	MCCI, LLC	18-02284	INVOICE#00014199	2,500.00	0.00	
	Extd Total: MUNICIPAL CLERK			3,182.00		
	Department Total: MUNICIPAL CLERK			3,182.00		

Department: FINANCIAL ADMINISTRATION
Extd: FINANCIAL ADMINISTRATION

8-01-20-130-000-201	FINANCE General Plant					
LIFSTO	LIFE STORAGE #448	18-02467	SPACE #11133 9/24 - 12/31/18	302.78	0.00	

Attachment: Bill List 10-10-18 (2018-355 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-130-000-201	FINANCE General Plant		Continued			
MGLFOR	MGL FORMS-SYSTEMS, LLC	18-02974	PROPOSAL #14966 ENVELOPES	117.50	0.00	
				420.28		
8-01-20-130-000-202	FINANCE Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	18-02881	EST #10646 PURCHASE ORDERS	1,350.00	0.00	
8-01-20-130-000-204	FINANCE Outside Services					
REVGUA	REVENUE GUARD MEDICAL CLAIMS	18-02723	Invoice 73118 July Fee	5,891.50	0.00	
REVGUA	REVENUE GUARD MEDICAL CLAIMS	18-03047	August 2018 Fees	6,134.28	0.00	
ACAFGI	ACACIA FINANCIAL GROUP, INC.	18-03073	FAS Services August 2018	1,106.25	0.00	
				13,132.03		
8-01-20-130-000-209	FINANCE Fees					
1501OCE	1501 Ocean Av. Condo Assoc.	18-03021	Reimb. Condo Garbage Fees	4,860.00	0.00	
	Extd Total:		FINANCIAL ADMINISTRATION	19,762.31		
	Department Total:		FINANCIAL ADMINISTRATION	19,762.31		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
8-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service					
SHIINT	SHI INTERNATIONAL CORP	18-02964	Q#15897592 USB Cables	149.20	0.00	
	Extd Total:		COMPUTERIZED DATA PROCESSING	149.20		
	Department Total:		COMPUTERIZED DATA PROCESSING	149.20		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
8-01-20-145-000-202	TAX REV ADMIN Office Supplies					
LIFSTO	LIFE STORAGE #448	18-02467	SPACE #11133 9/24 - 12/31/18	302.77	0.00	
8-01-20-145-000-238	TAX REV ADMIN Conventions					
HARROC	HARD ROCK HOTEL & CASINO AC	18-03078	NJLM 18 HARD ROCK HOTEL - TY	154.00	0.00	
	Extd Total:		TAX REVENUE ADMINISTRATION	456.77		
	Department Total:		TAX REVENUE ADMINISTRATION	456.77		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
8-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
SURMON	SURVEYMONKEY INC.	18-02713	Survey Monkey Annual Fee	408.00	0.00	
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES MA	18-03195	Registration - SONIA SPINA	55.00	0.00	
VERIZON	VERIZON WIRELESS	18-03250	#485430396-00001 8/26-9/25/18	63.85	0.00	
				526.85		
	Extd Total:		DIRECTOR OF COMMUNICATIONS	526.85		
	Department Total:		DIRECTOR OF COMMUNICATIONS	526.85		
	CAFR Total:			24,868.12		

Attachment: Bill List 10-10-18 (2018-355 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Planning Department Extd: Planning Department						
8-01-21-179-000-201	Planning Dept. General Plant					
JACSER	JACK A. SERPICO	18-03094	PB Invoice PB-2018-06-General	800.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	18-03096	CCH INVOICES AUG 2018	1,153.00	0.00	
LIFSTO	LIFE STORAGE #448	18-03151	2019 Life Storage planning	1,440.00	0.00	
VERIZON	VERIZON WIRELESS	18-03250	#485430396-00001 8/26-9/25/18	128.57	0.00	
				3,521.57		
	Extd Total: Planning Department			3,521.57		
	Department Total: Planning Department			3,521.57		
	CAFR Total:			3,521.57		
Department: CODE ENFORCEMENT AND ADMIN. Extd: CODE ENFORCEMENT AND ADMIN.						
8-01-22-195-000-299	CODE ENFORCE Misc.					
STAPLE	STAPLES BUSINESS ADVANTAGE	18-02865	Safety supplies	147.63	0.00	
JUNLAS	JUNGLE LASERS, LLC	18-03070	CE applications 8/1-8/31/18	475.00	0.00	
VERIZON	VERIZON WIRELESS	18-03250	#485430396-00001 8/26-9/25/18	361.76	0.00	
				984.39		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			984.39		
	Department Total: CODE ENFORCEMENT AND ADMIN.			984.39		
Department: CONSTRUCTION CODE OFFICIAL Extd: CONSTRUCTION CODE OFFICIAL						
8-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
VERIZON	VERIZON WIRELESS	18-03250	#485430396-00001 8/26-9/25/18	343.76	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			343.76		
	Department Total: CONSTRUCTION CODE OFFICIAL			343.76		
	CAFR Total:			1,328.15		
Department: EMPLOYEE GROUP INSURANCE Extd: EMPLOYEE GROUP INSURANCE						
8-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	18-03166	HEALTH COVERAGE OCT 2018	510,914.01	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			510,914.01		
	Department Total: EMPLOYEE GROUP INSURANCE			510,914.01		
	CAFR Total:			510,914.01		
Department: POLICE DEPARTMENT Extd: POLICE DEPARTMENT						
8-01-25-240-000-201	POLICE General Plant					
MURARM	MURRAY'S UNIFORMS	18-02894	Class 1 Uniform Kayla Fenton	134.00	0.00	
GRAING	GRAINGER, INC.	18-02950	(1) Portable Air Compressor	223.04	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-03017	#8871504 6 Bottles & Delivery	57.93	0.00	

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-25-240-000-201	POLICE General Plant		Continued			
SIRFIN	SIRCHIE FINGER PRINT LAB	18-03020	#0892792 Kraft Evidence Bags,	125.15	0.00	
				540.12		
8-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	18-02544	#5080790239 Hole Punch	79.50	0.00	
WBMASON	W.B.MASON CO., INC.	18-02942	(2) HON34962MOP Desk, 3400 2DW	1,103.60	0.00	
WBMASON	W.B.MASON CO., INC.	18-03030	TONER FOR RECORDS	70.61	0.00	
				1,253.71		
8-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	18-02891	Blanket Car Repairs	259.36	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02893	Blanket Car Repairs	749.23	0.00	B
SEAFOR	SEA BREEZE FORD INC.	18-02999	Q000231535 Repairs Car 20	139.94	0.00	
MAAAUT	MAACO AUTO PAINTING	18-03043	#61779-1 Painted Traffic	1,000.00	0.00	
MORAUT	MORAN AUTOMOTIVE & TOWING, INC	18-03117	Towing 9-18-18	350.00	0.00	
RICAUT	RICH'S AUTO BODY	18-03120	INV #101005 FLAT TIRE #20	20.00	0.00	
SEAFOR	SEA BREEZE FORD INC.	18-03124	Hoses for windshield fluid	57.68	0.00	
				2,576.21		
8-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	18-03126	AUGUST 2018 ANIMAL CONTROL	4,859.79	0.00	
8-01-25-240-000-216	POLICE Supplies-Compu.					
EVERBR	EVERBRIDGE, INC	18-02943	Q-18937 Annual Subscription	6,460.90	0.00	
8-01-25-240-000-218	POLICE Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-02792	RECORDS OFFICE COPIER	140.02	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	18-03015	Mobile Data Service Contract	1,220.00	0.00	
VERZON	VERIZON BUSINESS	18-03158	ACCT #201 Z02-8718 121 31Y	2,041.08	0.00	
VERIZON	VERIZON WIRELESS	18-03250	#485430396-00001 8/26-9/25/18	992.41	0.00	
				4,393.51		
8-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	18-02701	Blanket Prisoner Meals August	146.21	0.00	B
	Extd Total: POLICE DEPARTMENT			20,230.45		
	Department Total: POLICE DEPARTMENT			20,230.45		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
8-01-25-265-000-201	FIRE DEPT. General Plant					
THEHAR	THE HARDWARE STORE	18-00746	Blanket PO not to exceed	105.67	0.00	B
CINCOR	CINTAS CORPORATION #062	18-03035	shop towels	97.80	0.00	
NATFIE	NATIONAL FIRE PROTECTION ASS.	18-03044	Membership renew ID #408745	175.00	0.00	
AIRGAS	AIR GAS TECHNOLOGIES, INC.	18-03045	Invoice 801101	1,067.28	0.00	
TREDCA	TREAS. STATE OF NJ:PUB.UNIT	18-03046	Code Book Subscription renewal	90.00	0.00	
WESPES	WESTERN PEST SERVICES	18-03102	Monthly pest control service	94.50	0.00	
AIRPUR	AIR PURIFIERS, INC.	18-03108	Repr magnet, hose air vent	270.00	0.00	
JOSDEL	Joseph Dellaragione	18-03138	REIMBURSEMENT OF FIRE DEPT	39.95	0.00	
ATLLC	AT&T MOBILITY LLC	18-03249	ACCT #287284936037 8/12 - 9/11	44.60	0.00	

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-25-265-000-201	FIRE DEPT. General Plant		Continued			
VERIZON	VERIZON WIRELESS	18-03250	#485430396-00001 8/26-9/25/18	47.20	0.00	
				2,032.00		
8-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FISONS	FIS on Site Service LLC	18-02021	Repl ROM Door switch on Aerial	234.58	0.00	
NJEVEH	NJ EMERGENCY VEHICLES	18-02358	Replace strobe pack 8357	671.50	0.00	
CUMINC	CUMMINS INC.	18-02604	Emer Wrrnty Deductible Trk 90	100.00	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02838	batteries for Engine 77	672.96	0.00	
NJEVEH	NJ EMERGENCY VEHICLES	18-02982	Backup light 8358	46.20	0.00	
				1,725.24		
8-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	18-01803	2018 Clothing Allowance	5,963.00	0.00	B
8-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	18-02411	EMS Suppl-ESCNJ Co-Op pricing	1,256.62	0.00	
8-01-25-265-000-298	FIRE DEPT. Special Operations					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	18-02858	Estimate 54534	175.12	0.00	
	Extd Total: FIRE DEPARTMENT			11,151.98		
	Department Total: FIRE DEPARTMENT			11,151.98		
Department: MUNICIPAL PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
8-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES BUTLER	18-03204	SEPTEMBER 2018 FEES	4,550.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			4,550.00		
	Department Total: MUNICIPAL PROSECUTOR			4,550.00		
	CAFR Total:			35,932.43		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
8-01-26-290-000-201	STREETS & ROAD General Plant					
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	18-01782	Hot Mixed Asphalt, etc	388.77	0.00	B
AHHOFF	A.H. HOFFMANN, LLC	18-02199	Proposal to Furnish & Install	8,545.00	0.00	
GLSUP	GLENCO SUPPLY INC.	18-03034	Overhead Street Signage, MAST	495.00	0.00	
				9,428.77		
8-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SEAWEL	SEABOARD WELDING SUPPLY, INC.	18-01656	Various Supplies & Service	244.75	0.00	B
ALLDIE	ALLIED DIESEL SERVICE, INC.	18-01934	Service, Material, Parts, etc	99.90	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02798	Automotive Parts, Tools, etc	263.37	0.00	B
ACEOUT	OCEAN COUNTY EQUIPMENT, INC.	18-02948	Q#220956 Belt, Pulley, etc	394.14	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02967	Quote for Hydraulic Oil AW32	325.00	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02989	Dewalt 20V Cordless Wrench Kit	328.00	0.00	
JESCO	JESCO, INC.	18-02997	Q#030293 HYD Oil & Drain Valve	141.32	0.00	
				1,796.48		

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-26-290-000-211	STREETS & ROAD	Traffic				
SHEWIL SHERWIN WILLIAMS		18-03023	Ultramax HH Cordless Sprayer	660.00	0.00	
8-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
WATEAS WATERLOGIC EAST LLC		18-00117	Service Agreement #32133	38.26	0.00	B
HATGAR HATHAZI GARAGE DOORS LLC		18-02741	Q#6353 Rolling Counter Shutter	1,075.00	0.00	
ARMTRE ARMSTRONG TREE SERVICE LLC		18-02934	Q#18256L Tree & Stump Removal	900.00	0.00	
AIRSYS AIR SYSTEMS MAINTENANCE, INC.		18-03003	Labor, Material & Misc Travel	1,351.84	0.00	
TERPES THE TERMINIX INTERNATIONAL CO		18-03113	#378866713 Hornet's Nest 9/05	250.00	0.00	
SECWOR SECURITY WORLD INC.		18-03134	Securall Monitorinig Services	228.00	0.00	
ATLLC AT&T MOBILITY LLC		18-03249	ACCT #287284936037 8/12 - 9/11	46.73	0.00	
VERIZON VERIZON WIRELESS		18-03250	#485430396-00001 8/26-9/25/18	979.86	0.00	
				4,869.69		
8-01-26-290-000-223	STREETS & ROAD	Sunset Lake				
ABBPON ABBY PONDS, INC.		18-00582	Proposal:2018 Pond Management	2,000.00	0.00	B
	Extd Total:	STREETS & ROADS MAINTENANCE		18,754.94		
	Department Total:	STREETS & ROADS MAINTENANCE		18,754.94		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
8-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM DELISA DEMOLITION, INC.		18-02504	Construction Debris/Bulk	2,175.54	0.00	B
MICBEN MICKEY BENOIT		18-03002	#1049239 Brush, delivered	1,751.40	0.00	
TRECTY TREASURER CTY OF MONMOUTH		18-03028	#47157 Reclamation Center	3,953.12	0.00	
DELDEM DELISA DEMOLITION, INC.		18-03104	#143211 Tipping Fees	33,536.59	0.00	
				41,416.65		
	Extd Total:	SOLID WASTE COLLECTION		41,416.65		
	Department Total:	SOLID WASTE COLLECTION		41,416.65		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
8-01-26-310-000-201	BUILDING & GND	General Plant				
STASUP STANDARD SUPPLY CO. INC.		18-02850	Proposal for Birch Door	219.00	0.00	
MONARCH MONARCH ELECTRIC COMPANY		18-02963	Q# S111345561 Various Lamps	251.75	0.00	
RJSHER R.J. SHERMAN & ASSOCIATES, INC		18-03055	BRUSH CHIPPER WITH 74 HP TIER	1,300.00	0.00	
MOOGEN MOONEY GENERAL PAPER COMPANY		18-03063	#252948 Miscellaneous Repair	205.00	0.00	
				1,975.75		
8-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
BREHEA BREEZE HEATING & AIR COND. CO.		18-02026	HVAC Proposal - Municipal Bldg	2,100.00	0.00	
SEAFIR SEABOARD FIRE & SAFETY EQUIP.		18-03115	Fire Extinguisher Inspection	611.95	0.00	
				2,711.95		
	Extd Total:	BUILDINGS & GROUNDS		4,687.70		
	Department Total:	BUILDINGS & GROUNDS		4,687.70		
	CAFR Total:			64,859.29		

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Department: SOCIAL SERVICES:
Extd: SOCIAL SERVICES:

8-01-27-345-000-201	SOCIAL SERVICES General Plant					
SHORTIT	SAKER SHOPRITE, INC.	18-02503	Blanket Storm/office Supplies	192.69	0.00	B
VERIZON	VERIZON WIRELESS	18-03250	#485430396-00001 8/26-9/25/18	49.70	0.00	
				<u>242.39</u>		
	Extd Total: SOCIAL SERVICES:			242.39		
	Department Total: SOCIAL SERVICES:			242.39		

Department: SENIOR CENTER
Extd: SENIOR CENTER

8-01-27-350-000-201	SENIOR CENTER General Plant					
WBMASON	W.B.MASON CO., INC.	18-03075	Poland Spring Water 5gl	64.35	0.00	
VERIZON	VERIZON WIRELESS	18-03250	#485430396-00001 8/26-9/25/18	23.94	0.00	
				<u>88.29</u>		
8-01-27-350-000-299	SENIOR CENTER Misc.					
THECOM	THE COMMUNITY YMCA	18-01223	Quo YMCA April, May, June2018	570.00	0.00	B
FRASCA	FRANCIS H. SCALESSA	18-01997	Quote Yoga Classes 3rd Qtr	175.00	0.00	B
WBMASON	W.B.MASON CO., INC.	18-02679	Paper & Plastic Products	140.81	0.00	
WBMASON	W.B.MASON CO., INC.	18-03069	HP Black Toner Cartridge	131.72	0.00	
				<u>1,017.53</u>		
	Extd Total: SENIOR CENTER			1,105.82		
	Department Total: SENIOR CENTER			1,105.82		
	CAFR Total:			1,348.21		

Department: RECREATION SERVICES & PROGRAM
Extd: RECREATION SERVICES & PROGRAM

8-01-28-370-000-299	RECREATION Misc.					
MONPARK	MONMOUTH COUNTY PARKS SYSTEM	18-01963	summer camp activities	1,789.40	0.00	B
SKYZON	SKY ZONE OCEAN	18-02011	summer camp activity	3,450.00	0.00	B
DAKINC	DAKTRONICS, INC.	18-02373	repairs to digital sign	750.00	0.00	B
MONBOY	MONMOUTH BOY'S CLUB, INC.	18-02813	swim lessons	2,514.00	0.00	B
THEHAR	THE HARDWARE STORE	18-03100	INVOICE 1247526 & 1251170	17.94	0.00	
VERIZON	VERIZON WIRELESS	18-03250	#485430396-00001 8/26-9/25/18	38.01	0.00	
				<u>8,559.35</u>		
	Extd Total: RECREATION SERVICES & PROGRAM			8,559.35		
	Department Total: RECREATION SERVICES & PROGRAM			8,559.35		
	CAFR Total:			8,559.35		

Department: LIGHTING
Extd: LIGHT, HEAT & POWER

8-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	18-03167	#1018-220020578035 8/02-9/5/18	741.92	0.00	
NJNATU	N.J. NATURAL GAS CO.	18-03168	#10-3146-5850-17 8/14-9/12/18	1,294.02	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-31-435-435-299	LIGHT, HEAT & POWER Misc.		Continued			
JCPL JCPL		18-03207 #100 015 433 426	8/25 - 9/25	13,603.72	0.00	
				15,639.66		
	Extd Total: LIGHT, HEAT & POWER			15,639.66		
Extd:	STREET&TRAFFIC LIGHTING					
8-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		18-03152 100 011 673 256	8/21 - 9/19	17,156.06	0.00	
JCPL JCPL		18-03169 #100 101 775 268	8/25-9/25/18	160.33	0.00	
JCPL JCPL		18-03207 #100 015 433 426	8/25 - 9/25	6,228.99	0.00	
				23,545.38		
	Extd Total: STREET&TRAFFIC LIGHTING			23,545.38		
	Department Total: LIGHTING			39,185.04		
Department:	TELEPHONE					
Extd:	TELEPHONE					
8-01-31-440-000-299	TELEPHONE Misc.					
MONINT MONMOUTH INTERNET CORPORATION		18-03247	INVOICE #285780-M OCT 2018	4,213.69	0.00	
	Extd Total: TELEPHONE			4,213.69		
	Department Total: TELEPHONE			4,213.69		
Department:	GASOLINE					
Extd:	GASOLINE					
8-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		18-02658	Diesel Fuel, Delivered	4,638.65	0.00	B
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		18-03105 #1127408	Unleaded Fuel 9/13	8,607.34	0.00	
				13,245.99		
	Extd Total: GASOLINE			13,245.99		
	Department Total: GASOLINE			13,245.99		
	CAFR Total:			56,644.72		
Department:	MUNICIPAL COURT					
Extd:	MUNICIPAL COURT					
8-01-43-490-000-201	MUNIC COURT General Plant					
GREFIN GREATAMERICA FINANCIAL SVCS.		18-03234	mail machine 9/3/18	145.00	0.00	
8-01-43-490-000-202	MUNIC COURT Office Supplies					
MUNREC MUN. RECORD SERVICE INC.		18-02951	mailers/tickets	2,543.00	0.00	
8-01-43-490-000-245	MUNIC COURT Interpreter					
CRAINT CRANEY'S INTERPRETING SVCS.		18-02996	interpreter	380.00	0.00	
BEACRA BEATRIZ C. CRANEY		18-03130	interpreting services	120.00	0.00	

Attachment: Bill List 10-10-18 (2018-355 : Payment of Bills)

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-43-490-000-245	MUNIC COURT Interpreter		Continued			
BEACRA BEATRIZ C. CRANEY	18-03131 interpreting services			440.00	0.00	
				940.00		
	Extd Total: MUNICIPAL COURT			3,628.00		
	Department Total: MUNICIPAL COURT			3,628.00		
Department: PUBLIC DEFENDER						
Extd: PUBLIC DEFENDER						
8-01-43-495-000-021	Fees					
RONTRO RONALD TROPOLI	18-03205 SEPTEMBER 2018 SERVICES			2,500.00	0.00	
	Extd Total: PUBLIC DEFENDER			2,500.00		
	Department Total: PUBLIC DEFENDER			2,500.00		
	CAFR Total:			6,128.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
8-01-55-001-000-001	School Taxes Payable					
ASBBOA ASBURY PARK BOARD OF EDUCATION	18-03164 October 2018 School Tax			616,621.00	0.00	
8-01-55-001-000-007	TAX OVERPAYMENTS					
MTAEBU MTAG-CST-EBURY FUND 1 NJ, LLC	18-02880 REFUND OP OF OVERBILL 15-00270			20,943.50	0.00	
	Extd Total: TAXES PAYABLE:			637,564.50		
	Department Total: TAXES PAYABLE:			637,564.50		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			637,564.50		
	Fund Total: CURRENT			1,351,668.35		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
8-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
UPTFAS UP-TITE FASTNERS INC.	18-00339 Various Supplies, Tools, etc			28.70	0.00	B
THEHAR THE HARDWARE STORE	18-00370 Various Supplies, Tools, etc			45.99	0.00	B
JAELUM JAEGER LUMBER & SUPPLY CO. INC	18-00376 Various Material, Tools, etc			208.72	0.00	B
SHEWIL SHERWIN WILLIAMS	18-00876 Paint, Supplies, Tools, etc			193.65	0.00	B
SWINJ SWIM QUEST	18-01975 Q#103 Lifeguard Swim Suits			1,988.00	0.00	
DELDEM DELISA DEMOLITION, INC.	18-02435 MCRC TRASH - Fisherman's Lot			679.67	0.00	B
THEHAR THE HARDWARE STORE	18-03009 #1262510 Green Marking Paint			9.58	0.00	
VERITIV VERITIV OPERATING COMPANY	18-03037 #5002539973 Toilet Tissue 9/5			2,489.04	0.00	
VERIZON VERIZON WIRELESS	18-03250 #485430396-00001 8/26-9/25/18			58.40	0.00	
				5,701.75		

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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-05-55-502-000-211 JCPL JCPL	BEACH UTILITY O/E: Light & Power	18-03128	ACCT #100 013 520 380	221.41	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			5,923.16		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			5,923.16		
	CAFR Total:			5,923.16		
	Fund Total: BEACH			5,923.16		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
8-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
GLSUP	LENCO SUPPLY INC.	18-02931	Portable STOP Signs	3,500.00	0.00	
IPSGRO	IPS GROUP, INC.	18-03033	#35990 Monthly DMS Aug 2018	6,588.00	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-03040	#-33984 Repairs to car 34	458.65	0.00	
STRMOT	STRAUB MOTORS, INC.	18-03125	Motor-Drive Gem car	1,539.99	0.00	
				12,086.64		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			12,086.64		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			12,086.64		
	CAFR Total:			12,086.64		
	Fund Total: PARKING UTILITY: BUDGET:			12,086.64		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
8-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
GRAING	GRAINGER, INC.	18-01665	Various Materials, Tools, etc	565.85	0.00	B
JEMIND	JEM INDUSTRIAL SERVICES, INC.	18-03058	Q#58 Formula 54, Liners, etc	1,017.45	0.00	
VERIZON	VERIZON WIRELESS	18-03250	#485430396-00001 8/26-9/25/18	93.98	0.00	
				1,677.28		
8-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	18-03168	#10-3146-5850-17 8/14-9/12/18	1,216.49	0.00	
JCPL	JCPL	18-03207	#100 015 433 426 8/25 - 9/25	23,825.87	0.00	
				25,042.36		
8-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
HERCRY	HERITAGE-CRYSTAL CLEAN, LLC	18-00132	Account #128688 Tank Unit Svcs	466.33	0.00	B
OSWENT	OSWALD ENTERPRISES, INC.	18-03004	Labor, Equipment and Material	700.00	0.00	
GARDSTA	GARDEN STATE LABORATORIES, INC.	18-03103	#317749 Influent/Effluent, etc	6,350.00	0.00	
SECWOR	SECURITY WORLD INC.	18-03135	Service Contract Agreement	600.00	0.00	
				8,116.33		

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CITY OF ASBURY PARK
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Budget Account Vendor	Description P.O. Id P.O. Description	Amount	Void Amount	PO Type
8-07-55-502-000-224 ACCWAS	SEWER UTILITY O/E: Sludge Removal ACCURATE WASTE REMOVAL SVCS., 18-03074 Invoices for Hauling-MTO	10,956.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:	45,791.97		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:	45,791.97		
	CAFR Total:	45,791.97		
	Fund Total: SEWER UTILITY: BUDGET:	45,791.97		
	Year Total:	1,415,470.12		
Fund:	GENERAL CAPITAL FUND BUDGET:			
Extd:	2017 Various Capital Improvements			
C-04-55-998-169-006 MARHVAC	Various General Capital Improvements MARKS HVAC LLC 18-03054 ESTIMATE #1035 AIR CONDITIONER	7,735.00	0.00	
	Extd Total: 2017 Various Capital Improvements	7,735.00		
Extd:	Ord. 2018-32 Acquisition of Var. Items			
C-04-55-998-174-003 RJSHER	DPW Equipment R.J. SHERMAN & ASSOCIATES, INC 18-03055 BRUSH CHIPPER WITH 74 HP TIER	34,877.00	0.00	
	Extd Total: Ord. 2018-32 Acquisition of Var. Items	34,877.00		
	Department Total:	42,612.00		
	CAFR Total:	42,612.00		
	Fund Total: GENERAL CAPITAL FUND BUDGET:	42,612.00		
	Year Total:	42,612.00		
Fund:	GRANT FUND BUDGET:			
G-02-43-871-017-200 HOMDRU	2017 Mental Health Grant HOME DRUG 17-04094 Medication Assitance Blanket	65.00	0.00	B
	Extd Total:	65.00		
	Department Total:	65.00		
G-02-43-886-018-200 VISNUR	2018 Mental Health Grant VISITING NURSES ASSN. OF CENTR 18-00232 Nursing Services 2018 Blanket	7,666.66	0.00	B
	Extd Total:	7,666.66		
	Department Total:	7,666.66		
	CAFR Total:	7,731.66		
	Fund Total: GRANT FUND BUDGET:	7,731.66		
	Year Total:	7,731.66		
Fund:	ANIMAL CONTROL FUND BUDGET:			
T-12-56-850-000-801 FRATEC	Reserve for Animal Control FRA TECHNOLOGIES 18-03119 2018 Maintenance Contract	650.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-12-56-850-000-801	Reserve for Animal Control		Continued			
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	18-03246	SEPTEMBER DOG REPORT	12.00	0.00	
				662.00		
	Extd Total:			662.00		
	Department Total:			662.00		
	CAFR Total:			662.00		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			662.00		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2018 CDBG Allotment					
T-17-75-850-850-008	Homelessness Prevention/Relocation					
NJNG	N.J. NATURAL GAS CO.	18-03122	22-0014-7385-08	400.00	0.00	
	Extd Total: 2018 CDBG Allotment			400.00		
	Department Total:			400.00		
	CAFR Total:			400.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			400.00		
Fund:	TRUST OTHER					
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
TREAS	TREASURER, STATE OF NEW JERSEY	18-03243	3RD QTR DOMESTIC PARTNERSHIPS	25.00	0.00	
DEPCHIFA	DEPT.OF CHILDREN & FAMILIES	18-03244	3RD QTR MARRIAGE/CIVIL REPORT	1,350.00	0.00	
				1,375.00		
	Extd Total:			1,375.00		
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC	NJ DEPT. OF COMMUNITY AFFAIRS	18-03203	3rd qt 2018 DCA fees	4,980.00	0.00	
	Extd Total: 5 YR EMERGENCY			4,980.00		
T-20-56-850-904-801	Reserve for CBD Parking					
CITASP	CITY OF ASBURY PARK	18-03165	Parking trust transfer	165,000.00	0.00	
	Extd Total:			165,000.00		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
USBANCUS	US BANK CUST FOR PHOENIX	18-02921	Premium 3703/3.09 15-00305	19,000.00	0.00	
USBPC7	US BANK-CUST PC7 FIRSTTRUSTBANK	18-02984	Premium 607/13 17-00052	3,600.00	0.00	
FNANJ	FNA NJ, LLC	18-03059	PREMIUMS	7,400.00	0.00	
TRYSTN	TRYSTONE CAPITAL ASSETS, LLC	18-03072	PREMIUM TSC-17-0033	600.00	0.00	
FNADZ	FNA DZ, LLC FBO WSFS	18-03110	PREMIUM TSC-17-00178	5,500.00	0.00	
USBPC7	US BANK-CUST PC7 FIRSTTRUSTBANK	18-03132	PREMIUMS FOR PC7	2,400.00	0.00	
USBPC7	US BANK-CUST PC7 FIRSTTRUSTBANK	18-03133	PREMIUM TSC-17-00133	900.00	0.00	
FWDSL	FWDSL & ASSOCIATES, LP	18-03143	Premium 3504/6 16-00240	52,500.00	0.00	

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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description P.O. Id P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-909-801	Reserve for Tax Sale Premiums Continued			
USBPC6 US BANK/PC6 LLC STERLING NAT'L	18-03144 PREMIUM TSC-15-00210	300.00	0.00	
		92,200.00		
	Extd Total:	92,200.00		
	Department Total:	263,555.00		
	CAFR Total:	263,555.00		
	Fund Total: TRUST OTHER	263,555.00		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:			
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:			
T-21-00-089-000-299	514 7th Ave(G. & P. Manger)			
PHOMAN PHOEBE MANGER	18-02501 REFUND OF ESCROW BALANCE	109.71	0.00	
	Extd Total:	109.71		
	Department Total:	109.71		
T-21-00-142-000-299	MAIN & 3RD AVE-VISITING NURSES			
VISNUR VISITING NURSES ASSN. OF CENTR	18-03109 Return of Escrow Balance	1,678.26	0.00	
	Extd Total:	1,678.26		
	Department Total:	1,678.26		
T-21-00-398-000-299	AP DISTILLERY(SACKCON, LLC)			
CLACAN CLARKE CATON HINTZ PC	18-03097 CCH (older) Invoices	2,059.05	0.00	
	Extd Total:	2,059.05		
	Department Total:	2,059.05		
T-21-00-429-000-299	208 THIRD AVENUE(209-213 FOURTH AVENUE)			
CLACAN CLARKE CATON HINTZ PC	18-03096 CCH INVOICES AUG 2018	115.69	0.00	
	Extd Total:	115.69		
	Department Total:	115.69		
T-21-00-438-000-299	534 PROSPECT AVENUE(JONATHAN BLATT)			
CLACAN CLARKE CATON HINTZ PC	18-03096 CCH INVOICES AUG 2018	234.17	0.00	
	Extd Total:	234.17		
	Department Total:	234.17		
T-21-00-441-000-299	1201 MONROE/1500 SEWALL(BOYS&GIRLS CLUB)			
CLACAN CLARKE CATON HINTZ PC	18-03096 CCH INVOICES AUG 2018	898.81	0.00	
	Extd Total:	898.81		
	Department Total:	898.81		
T-21-00-442-000-299	1400 MATTISON AVENUE(CLEARVIEW EQUITIES)			
CLACAN CLARKE CATON HINTZ PC	18-03097 CCH (older) Invoices	769.59	0.00	
	Extd Total:	769.59		
	Department Total:	769.59		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-446-000-299	1219 1ST AVENUE(KAREN PROPP)					
CLACAN CLARKE CATON HINTZ PC	18-03096 CCH INVOICES AUG 2018			258.00	0.00	
	Extd Total:			258.00		
	Department Total:			258.00		
T-21-00-456-000-299	PARKVIEW AP(INTERFAITH NEIGHBORS)					
CLACAN CLARKE CATON HINTZ PC	18-03096 CCH INVOICES AUG 2018			1,393.20	0.00	
	Extd Total:			1,393.20		
	Department Total:			1,393.20		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			7,516.48		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			7,516.48		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
VINANP Vincent Burden & Anpe Corp	18-01511 RCA Rehab Not To Exceed			10,402.00	0.00	B
VINANP Vincent Burden & Anpe Corp	18-03170 RCA Change Order #2			1,920.00	0.00	
				12,322.00		
	Extd Total:			12,322.00		
	Department Total:			12,322.00		
	CAFR Total:			12,322.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			12,322.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806	711&607 Mattison/545 Lake/550 Cookm(APB)					
MCMSO MCMANIMON,SCOTLAND&BAUMANN,LLC	18-03025 SERVICES RENDERED THRU JUL-18			7,280.00	0.00	
	Extd Total:			7,280.00		
	Department Total:			7,280.00		
	CAFR Total:			7,280.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			7,280.00		
	Year Total:			291,735.48		
Total Charged Lines: 348 Total List Amount: 1,757,549.26 Total Void Amount:				0.00		

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CITY OF ASBURY PARK
Bill List By Budget Account

Totals by Year-Fund		Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description	Fund						
CURRENT	8-01	1,351,668.35	0.00	1,351,668.35	0.00	0.00	1,351,668.35
BEACH	8-05	5,923.16	0.00	5,923.16	0.00	0.00	5,923.16
PARKING UTILITY:	8-06	12,086.64	0.00	12,086.64	0.00	0.00	12,086.64
SEWER UTILITY: BU	8-07	45,791.97	0.00	45,791.97	0.00	0.00	45,791.97
Year Total:		1,415,470.12	0.00	1,415,470.12	0.00	0.00	1,415,470.12
GENERAL CAPITAL F	C-04	42,612.00	0.00	42,612.00	0.00	0.00	42,612.00
GRANT FUND BUDGET	G-02	7,731.66	0.00	7,731.66	0.00	0.00	7,731.66
ANIMAL CONTROL FU	T-12	662.00	0.00	662.00	0.00	0.00	662.00
COMMUNITY DEVELOP	T-17	400.00	0.00	400.00	0.00	0.00	400.00
TRUST OTHER	T-20	263,555.00	0.00	263,555.00	0.00	0.00	263,555.00
PLANNING & ZONING	T-21	7,516.48	0.00	7,516.48	0.00	0.00	7,516.48
HOWELL/ASBURY PAR	T-38	12,322.00	0.00	12,322.00	0.00	0.00	12,322.00
CITY OF ASBURY PA	T-48	7,280.00	0.00	7,280.00	0.00	0.00	7,280.00
Year Total:		291,735.48	0.00	291,735.48	0.00	0.00	291,735.48
Total of All Funds:		1,757,549.26	0.00	1,757,549.26	0.00	0.00	1,757,549.26

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October 10, 2018 Council Meeting:

Balance Brought Forward from Total List Amount \$ 1,757,549.26

Postage - City 3,000.00

\$ 1,760,549.26



RESOLUTION NO. 2018-356

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO T&M ASSOCIATES TO PREPARE A MASTER PLAN FOR SUNSET LAKE

WHEREAS, on October 3, 2018 the City of Asbury Park received a proposal to prepare a Master Plan for Sunset Lake from T&M Associates; and

WHEREAS, the implementation of a Master Plan for Sunset Lake is consistent with the City's Master Plan Reexamination Report Sections 5.9.2.3 and Section 5.9.2.4; and

WHEREAS, the not-to-exceed cost for design and construction administration shall not exceed \$19,500.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 8-01-20-165-000-209; and the maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Manager is hereby authorized to sign any contracts or documents associated with this activity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to prepare a Master Plan for Sunset Avenue Park in a not-to-exceed amount of \$19,500.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Engineer and City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-356 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 11th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPKOH-16002

October 3, 2018

(Via email)

Mr. Michael Capabianco, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: Proposal for Professional Engineering/Planning Services
Sunset Lake Park Master Plan
City of Asbury Park, Monmouth County, New Jersey**

Dear Mr. Capabianco:

Per our recent communications and discussions, T&M Associates is pleased to submit this proposal for park master planning services in association with Sunset Lake Park located in the City of Asbury Park. We understand that the City would like to develop a comprehensive master plan for future improvements to the existing park.

As such, we offer the following scope of services for your consideration:

SCOPE OF SERVICES:

PHASE 1 – INVENTORY AND ANALYSIS \$ 4,800.00

T&M will conduct an inventory and site analysis of the existing park as well as collect community and stakeholder input to assist in preparation of the Sunset Lake Park Master Plan. As part of this phase we will perform the following tasks:

- Hold a kick off meeting with City officials to review project goals and to gain insight into the history of the park and understand specific concerns and site constraints or challenges.
- Prepare a base map of the park site utilizing publicly available GIS/Lidar files and aerial photography to accurately represent the existing site conditions.
- Conduct a site investigation of the park to:
 - o Observe and inventory existing park infrastructure and site features and document conditions.



Le: Michael Capabianco, City Manager
Re: Proposal for Professional Engineering/Planning Services
Sunset Lake Park Master Plan

- o Identify areas of opportunities and constraints.
 - o Conduct a general review of ADA accessibility compliance.
 - o Photo document the conditions observed.
- Prepare a site analysis and existing conditions photo exhibits highlighting existing park features and items of importance in terms of observed conditions.
- Attend and conduct one initial public meeting to present site analysis and existing conditions exhibits. Discuss and document community concerns, needs and desires for potential park improvements.

PHASE 2 – DESIGN DEVELOPMENT / PREP. OF DRAFT MASTER PLAN **\$ 7,200.00**

T&M will prepare a Conceptual Master Plan for the park utilizing the base mapping and information obtained in Phase 1 as well as incorporating input received from the community. As part of this phase we will perform the following tasks:

- Prepare one overall preliminary Concept Master Plan exhibit for the park.
- Select and include representative images, photos and label callouts for proposed improvements and their respective locations throughout the site.
- Identify and prepare design alternatives for specific areas or improvement recommendations for community input and selection where appropriate.
- The plan may include conceptual sketches of detailed areas within the park such as gathering areas and plazas.
- Quantify improvements and prepare preliminary cost estimates.
- Attend and conduct a second community/stakeholder meeting to present the draft master plan and improvement recommendations to solicit input and approval from the community.

PHASE 3 – FINDINGS AND REPORT / PREP. OF FINAL MASTER PLAN **\$ 6,000.00**

T&M will utilize the deliverables, and information gained from Phases 1 & 2 to prepare the final plan document. The Master Plan will be a detailed document that presents the technical findings, inventories, data, and recommendations for the future of Sunset Lake Park. As part of this phase we will perform the following tasks:



Le: Michael Capabianco, City Manager
Re: Proposal for Professional Engineering/Planning Services
Sunset Lake Park Master Plan

- Update and prepare a final master plan concept exhibit incorporating comments received from the community during the Phase 2 presentation that incorporates photos and images of potential improvements on the master plan or a second exhibit plan.
- Update the cost estimate based on the final master plan design document and improvement quantities.
- Prepare a written narrative report that outlines our findings from the site investigation and design efforts. The report will include the following:
 - o Existing park overview and detailed description of existing conditions and identification of specific opportunities and constraints.
 - o Outline of the recommended improvements by category with written description of each.
 - o Identify and present design and improvement alternates if identified.
 - o Overall rendered Master Plan Exhibit and supporting exhibits if required.
 - o Final improvement cost estimate.
 - o Attend City Council meeting to present the final master plan report for adoption.

FEE and SCHEDULE

The fees for the scope of services listed herein are summarized below. We propose to provide these services for an estimated cost not to exceed approximately \$19,500 to be billed monthly in accordance with our current contract rate schedule. We anticipate starting our work within 30 days of authorization of our proposal and direction to proceed. We anticipate completion the project within a 6-month timeframe.

Phase 1 - Inventory & Analysis	\$ 4,800.00
Phase 2 - Design Development	\$ 7,200.00
Phase 3 - Findings & Report	\$ 6,000.00
<u>Reimbursable Expenses (printing/full color exhibits)</u>	<u>\$ 1,500.00</u>
Total Combined Fee	\$ 19,500.00



Le: Michael Capabianco, City Manager
Re: Proposal for Professional Engineering/Planning Services
Sunset Lake Park Master Plan

We are prepared to proceed with any or all phases outlined above.

Should the City find this proposal acceptable, please indicate by signing below and kindly return for our files. We look forward to continuing to serve the City of Asbury Park with its planning and engineering needs.

Should you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD

CLIENT MANAGER

On Behalf of:

CHRISTINE A. BALLARD, P.E.

ASBURY PARK CITY ENGINEER

Accepted by:
THE CITY OF ASBURY PARK

Michael Capabianco Date
Asbury Park City Manager

CAB:GR:JDH:jdh

Cc: Michael Manzella, Transportation Manager
Michele Alonso, Director of Planning and Redevelopment
Cindy Dye, City Clerk
JoAnn Boos, CFO
Frederick C. Raffetto, Esq., City Attorney

G:\Projects\ASPK\G1801\Correspondence\Capabianco_JDH_Proposal for Grant Assistance - NJDOT Safe Streets to Schools.docx



RESOLUTION NO. 2018-357

**City of Asbury Park
County of Monmouth
State of New Jersey**

AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR A CAMERA SYSTEM AT THE POLICE DEPARTMENT

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for a camera system at the Police Department

WHEREAS, price of the project is \$8,800.00 and is attached to this Resolution; and

WHEREAS, pricing is based off of State Contract #T2989/#88740; and

WHEREAS, the Monmouth County Prosecutor has approved this purchase; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Law Enforcement Trust Fund T-13-56-850-000-801 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$8,800.00 for a camera system at the Police Department.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-357 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 11th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK



*One Point of Contact.
Endless Possibilities.*

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06

September 27th 2018

P.O. Kirby Vargas Jr.
Asbury Park Police Department
(Technical Services Unit)
One Municipal Plaza
Asbury Park, NJ 07712

Attn: P.O. Kirby Vargas Jr.

Re: Asbury Park Police Department Covert Camera System

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide Engineering & Design Services as well as all labor and materials required to complete the following:

- (1) 4 channel Covert Camera Base Unit, Supports 1080p in 15/12.5 fps or 720p in full frame rate, Supports Edge Storage through NAS or SD cards (optional), Two SD card slots
- (4) Fixed lens that provides 113° horizontal FOV
- (1) Custom covert surveillance enclosure with mounting hardware
- (1) 1000ft reel of Cat6 OSP cable
- Camera & System Configuration
- Installation by others

Note: There is a 4-6 week lead time for delivery

\$8,800.00

Sincerely,
Keith P. Burkhard
Manager, Security & Surveillance



*One Point of Contact.
Endless Possibilities.*

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06

Standard Terms & Conditions

NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Deposit of 35% with Order. (Mobilization & Equipment Ordering)

Tentative scheduling is four to six weeks from receipt of order and subject to change without notice.

All drawings, proposals and related documentation are proprietary and will remain the property of Millennium Communications Group Inc., until Final Payment is received-any use or reproduction of same are strictly prohibited.

Permits, fees, Environmental evaluation and inspections are the responsibility of others.

Invoice will be issued for equipment received at customer site or at Millennium Communications Group Inc. warehouse.

Cancelled orders will incur a 30% restocking charge.

Equipment identified as custom order is not returnable and must be paid for in full

Any & All materials/equipment are subject to change based on availability. Any substitute in equipment or material will be of equal quality, function and value.

Delays to the project schedule which are out of the control of Millennium Communications Group Inc. will not be cause for delays in billing per the schedule.

Changes to this contract shall not affect above payment schedule.

All work will be performed by IBEW Teledata technicians during normal business hours. No allowance has been made for restricted work hours.

MCG technicians will ONLY be authorized to perform work that is specifically listed in the above scope of work. ANY additional work will be done by executing a CHANGE ORDER.



*One Point of Contact.
Endless Possibilities.*

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCEC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCEC TEC #06

The capabilities of the system proposed are complete as defined herein. Any prior oral or written representations outside the body of this proposal are excluded.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Please include a copy of you ST-4 Tax Form

Signature	Print Name	Title	Date
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Please fax to (973) 503- 0111.

11 Melanie Lane, Unit 13 East Hanover, NJ 07936 P 800.677.1919 F 973.503.0111

Affirmative Action, Equal Opportunity Employer

millenniuminc.com

Attachment: MILLENNIUM COMMUNICATION POLICE CAMERAS (2018-357 : Awarding of a contract to Millennium Communications Group for



RESOLUTION NO. 2018-358

**City of Asbury Park
County of Monmouth
State of New Jersey**

RESOLUTION AUTHORIZING THE PURCHASE SAFETY LIGHTING FOR TWO (2) 2018 FORD UTILITY VEHICLES

WHEREAS, the City has a need to purchase safety lighting for the new 2018 Ford vehicles for the Construction and Code Departments ; an

WHEREAS, the City has obtained the attached quotes totaling \$1,182.96

- General Sales Administration T/A Major Police Supply in the amount of \$1,182.96 off of NJ State Contract #A81330

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$1,182.96; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-172-003 and C-04-55-998-172-007. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the purchase of safety lighting for two (2) 2018 Ford Utility Vehicles in the amount of \$1,182.96 and a copy of this Resolution shall be provided to the Fire Chief, City Manager, CFO and Director of Purchasing.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-358 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 11th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK

GENERAL SALES ADMINISTRATION
T/A MAJOR POLICE SUPPLY
47 N. DELL AVENUE
KENVIL, NEW JERSEY 07847
(973)584-7714 Fax (973)584-5022
www.majorpolicesupply.com

JAMIE MUNDIE 609-230-1206

Quotation

Quote Number:
JM2088

Quote Date:
Sep 20, 2018

Page:
1

Quoted to:

ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

Customer ID		Good Thru	Payment Terms	PO Number
ASBURY PARK		10/20/18	Net 30 Days	
Quantity	Item	Description	Unit Price	Extension
4.00	MPS600U-AA	(2) 2018 FORD PI UTILITY MICROPULSE ULTRA LED LIGHthead AMBER FOR INSIDE FRONT GRILLE	76.32	305.28
2.00	IPX-PBL1	IMPAXX/VIPER EXT MOUNTING BRACKET	15.90	31.80
4.00	XSM1-BRA	XSTREAM SINGLE WITH WIRE LEADS BRA FOR REAR HATCH NJ STATE CONTRACT A81330	211.47	845.88
C-04-55-998-172-003- Code Enforcement =		\$ 591.48		
C-04-55-998-172-007- Bldg/Construction =		\$ 591.48		
		<u>\$ 1,182.96</u>		
			Subtotal	1,182.96
			Sales Tax	
			Total	1,182.96

Attachment: GENERAL SALES ADMINISTRATION QUOTE (2018-358 : Authorizing the Purchase of Safety Lighting for Two (2) 2018 Ford Utility



RESOLUTION NO. 2018-359

**City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION AUTHORIZING THE PURCHASE OF ALPHA NUMERIC KEYPADS
FOR PARKING PAY STATIONS**

WHEREAS, the City of Asbury Park ("City") has a need to purchase alpha numeric keypads for the parking pay stations throughout the City; and

WHEREAS, the City has previously installed parking pay stations through the National Cooperative Purchasing Alliance from the IPS Group; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-09-17-901-000-902. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the following:

1. The purchase of alpha numeric keypads as per the attached quotes.
2. A copy of this resolution shall be provided to the City Transportation Planner, CFO and City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-359 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 11th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK



Quote

Date 10/4/2018
 Quote # MB10041803
 Exp. Date 11/4/2018

The Next Generation in Parking

IPS Group, Inc
 7737 Kenamar Court
 San Diego, CA 92121
 Mark Berling
 858-252-2560
 mark.berling@ipsgroupinc.com

TO: Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712
 Michael Manzella
 (732) 502-5727
michael.manzella@cityofasbury.com

Salesperson	Contract	Shipping Method	Payment Terms	Delivery Date
MB	NCPA	Ground	Net 30 Days	TBD

Qty	Item #	Description	Unit Price	Line Total
115		Pay by Plate Keypad Upgrade Alpha Numeric Keypad Module Installation - \$900.00 for 1st day. \$75.00 per hour, minimum 4 hours for each additional day. Freight - Prepay and Add	\$200.00	\$23,000.00
Sub Total				\$23,000.00
Sales Tax				
Total				\$23,000.00

Quotation prepared by: Mark Berling, Director Regional Sales

This is a quotation on the goods named and service per price proposal.

To accept this quotation, sign here and return:

Name

Date

Attachment: IPS Proposal - Asbury Park Pay by Plate Keypad Upgrade - 100418 (2018-359 : Purchase Alpha Numeric Keypads for Pay Stations)



RESOLUTION NO. 2018-360

**City of Asbury Park
County of Monmouth
State of New Jersey**

AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR SECURITY CAMERAS

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for installation of security cameras on the City Hall property; and

WHEREAS, price of the project is \$37,370.00 and is attached to this Resolution; and

WHEREAS, pricing is based off of State Contract #T2989/#88740; and

WHEREAS, this project shall be paid for with Community Development Block Grant (CDBG) funds; and

WHEREAS, Local Finance Notice (LFN) 2012-10 authorizes the purchasing from national cooperatives and outlines the requirements of said purchase; and

WHEREAS, the City Clerk shall advertise this award for goods as per the requirements of LFN 2012-10; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts T-17-74-850-850-811 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$37,370.00 for installation of security cameras .

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION

NO. 2018-360 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 11th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-361

**City of Asbury Park
County of Monmouth
State of New Jersey**

AUTHORIZING AN AGREEMENT WITH IPS GROUP FOR A PERMIT MANAGEMENT SYSTEM

WHEREAS, the City intends to implement a permit parking management solution with the IPS Group; and

WHEREAS, the IPS Group has implemented an online permit management system on a trial basis for the past year for the City to evaluate its performance at no cost; and

WHEREAS, the IPS Group has requested to enter into an agreement with the City for the purpose of full implementation of the Permit Parking Management system; and

WHEREAS, the agreement between the City and IPS Group is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the following:

1. The City agrees to implement a Permit Parking Management Solution, in accordance with the attached agreement.
2. The City Manager is authorized to sign the agreement and send the City's signed agreement to the IPS Group to be signed and returned.
3. A copy of this resolution shall be provided to the City Transportation Planner and
City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-361 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 11th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK

PARKING PERMIT MANAGEMENT SOLUTIONS AND RELATED SERVICES

This Agreement for Parking Permit Management Solutions Equipment And Related Services ("Agreement") is made effective _____ (the "Effective Date"), by and between the City of Asbury Park, New Jersey a corporation (the "City"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), collectively (the "Parties") with reference to the following:

RECITALS

WHEREAS, the City desires to contract with IPS to provide a Permit Management System and related services listed in Attachment

A. Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement.

1.1. Initial Term. The term of the Agreement means the period from the date of installation and training completion and will be in effect for a period of 5 years with an additional 5 one year extensions.

1.2. Option to Extend. City shall have the option to extend the term of the Agreement with the mutual written agreement of both Parties.

2. IPS Services.

2.1. Scope of Services. IPS agrees to diligently undertake, perform, and complete all of the services ("Services") described in Attachment A.

3. City Services & Responsibilities. The City agrees to:

- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of the Services, including any material updates therein.
- 3.2. Collaborate with IPS to enable the take-on of the System and the use of the System.
- 3.3. Designate a representative authorized to act on behalf of the City.
- 3.4. Keep, at its own cost and expense, the Equipment in good repair, condition and working order.
- 3.5. Notify IPS of any failure of the System to meet the IPS System specification as detailed in Attachment B ("the IPS System Specification");.
- 3.6. Use the Equipment and the System in the proper manner and shall comply with and conform to all national, state, and local laws and regulations in any way relating to the possession, use or maintenance of the Equipment.

4. Settlement Funds



- 4.1. Subject to IPS's rights under the Agreement, all settlement funds received from the City and owing to you pursuant to the Agreement (the "Settlement Funds") will be held by IPS Group Inc. at IPS's depository institution until transferred to your Current Account (the "Settlement Funds Account"). Such funds will not constitute a deposit with IPS, will bear no interest, charges or fees, nor will be eligible for deposit insurance. Funds will be transferred to the City by either check or ACH within ten (10) business days from the last calendar day of each month.

The City is entitled to funds in your Settlement Funds Account, once we transfer them to your Current Account. As permitted by law, we may, from time to time combine, consolidate or merge any or all of your funds with other accounts; and set off, apply or transfer any and all such sums standing to satisfy any liability that you owe us. The City is assigning rights of funds to IPS to negotiate settlement.

5. Equipment Delivery, Installation and Training.

- 5.1. IPS shall deliver the Equipment to City within fifteen (15) business days of the Effective Date.
- 5.2. Coordinated installation of the System in collaboration with the City will take place during standard business hours.
- 5.3. IPS staff members will train the City staff in the use of the Equipment and the operation of the System during a period of up to two (2) business days following completion of delivery and installation.

Unless otherwise notified in writing, the System shall be deemed accepted at the time of installation, but no later than fifteen (15) business days following completed installation or twenty (20) business days following delivery, whichever occurs first.

6. Compensation

- 6.1. The City will compensate IPS for the purchase of IPS Equipment and Software, as set forth in Attachment A.
- 6.2. City further agrees to pay to IPS the amounts specified in Attachment A on a Net 30 basis from the date of invoice.
- 6.3. City agrees to promptly notify IPS in writing of any dispute with any invoice, and that invoices for which no such notification is made within 10 business days after receipt of the invoice shall be deemed accepted by the City.
- 6.4. Pricing shall remain fixed during the Initial Term after the effective date of this Contract. After this initial period, IPS shall have the right to adjust Contract pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.



7. Warranties.

- 7.1. IPS warrants that the System, if operated according to the IPS standard operating procedures, will meet and comply with the IPS System Specification.
- 7.2. IPS does not warrant that the Equipment will perform according to the IPS Specification should the Equipment and/or the System is not operated according to the IPS standard operating procedures, or should the Equipment be misused, externally damaged or vandalized or should the Equipment be damaged through any act of force majeure. .
- 7.3. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS's SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS's LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT AND RETURN OF THE SYSTEM TO COMPLIANCE WITH THE IPS SPECIFICATION. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED AND/OR TO THE SYSTEM INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

8. IPS Support.

IPS shall provide technical support for the System via telephone Mondays through Fridays from 8:00am to 4:00pm PST. IPS shall ensure the availability of current manuals and shall provide copies thereof together with any upgrades during the term of the agreement to the City.

9. Risk and title in the Equipment.

IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk to the Equipment shall pass to the City upon delivery. Title in and to the Equipment shall remain vested in IPS.

10. Intellectual Property and Confidential Information.

- 10.1. The City exclusively and solely owns all City Data and the intellectual property therein. IPS further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership rights in City Data. For purposes of this Agreement, "City Data" means all intellectual property of the City, including but not limited to occupancy data, financial records, programming configurations of the parking meters, GIS location and rates, and other operational data and tailored operational programming.
- 10.2. IPS may not provide or disclose any City Data to any third party without the City's prior written consent.



- 10.3. Any subcontract entered into by IPS relating to this Agreement, to the extent allowed hereunder, must include a like intellectual property provision to ensure that the City's ownership rights in City Data are preserved and protected as intended in this Agreement. Failure of IPS to comply with this requirement or to obtain the compliance of its subcontractors with such obligations constitutes a breach of this Agreement and will subject IPS to damages paid to the City and the imposition of all sanctions allowed by law, including but not limited to termination of this Agreement.
- 10.4. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and System being used by the City in the agreement.
- 10.5. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and System. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use within the City.
- 10.6. All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by IPS and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS Pre-Existing and Independently Developed IP.
- 10.7. City understands that the IPS Equipment and Software contain intellectual property, copyrights, and trade secrets that do not exist in the public domain. Therefore, the City agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by IPS for the purposes of reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law.
- 10.8. The provisions of this Section will survive expiration or termination of this Agreement.

11. Dispute Resolution.

- 11.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the



dispute, they will proceed directly to mediation, which may be conducted telephonically, via a mutually agreed third party, with the cost of mediation equally shared between the City and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

12. Termination of Agreement.

- 12.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party will give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 10 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.
- 12.2. Upon termination of this Agreement, whether in terms of this section 11 or by expiration of the term hereof, the City shall forthwith make available for pick up by IPS the System and/or the Equipment to IPS in good working order and repair unless the City has terminated as a result of the failure of the System to comply with the IPS specification, in which event the City shall make available for pick up by IPS the System upon termination to IPS in the same condition as it was at the time of giving notice of the defect to IPS.

13. Insurance.

- 13.1. IPS will provide original certificates of insurance providing evidence of coverage, and, where warranted, naming the City of [insert name] as an additional insured for the following and with the following minimum limits:
 - 13.1.1. Worker's compensation – Statutory
 - 13.1.2. Comprehensive General Liability and Automobile Liability -- \$1 million combined single limit applying to bodily injury, personal injury and property damage. These policies shall be endorsed to name the City, its officers, elected and appointed officials, employees, contractors and agents as a Named Insured under the coverage afforded with respect to the work being performed under the Agreement.
 - 13.1.3. Professional Liability (errors and omissions) -- \$1 million per claim and aggregate.
- 13.2. No policy shall be cancelable without thirty (30) days advance notice, (10) days' notice for non-payment of premium, to the City and each policy shall be in a form approved by the City Attorney. In the event that the policy is cancelled prior to the completion of the project, the City may obtain the required insurance and deduct the premiums from the payments due in terms of the Agreement.
- 13.3. If the policy is a "claims made" policy, Insurance must be maintained and evidence of insurance must be provided up to six (6) months following the completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein.



13.4. As used herein, the term "IPS" includes any administrative sub-contractor, sub-consultant, agent, officer, or employee.

14. Defense and Indemnification.

- 14.1. IPS agrees to defend and indemnify City, its members, directors, shareholders, parent or subsidiary companies, officers, agents, and employees (collectively, the "Indemnified Parties") from and against losses, claims, settlements, judgments, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, including any warranties made hereunder, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties.
- 14.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by City; (b) City changed, modified or altered the Services rendered or tasks performed by IPS such that, absent City's actions, no such claims would have been brought against IPS and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.
- 14.3. In order for City to obtain the indemnification from IPS specified herein, City must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to IPS in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without City's prior written consent, unless all third party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.
- 14.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.
- 14.5. Limits of Liability: IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY



LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE LIMITS OF INSURANCE OUTLINED IN SECTION 12.

15. Liens and Taxes.

15.1. City shall keep the parking meter equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. City shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

16. Notices.

16.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:
IPS Group, Inc.
7737 Kenamar Crt.,
San Diego, CA 92121
Attn: Chad Randall
chad.randall@ipsgroupinc.com
tel: 858-4040-0607

City of Asbury Park
Asbury Park, NJ. 07712

17. Relationship of the Parties.

17.1. This Agreement shall not be construed as creating an City, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.

18. Assignment.

18.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

18.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

19. General Provisions.

19.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent



breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.

- 19.2. **Modification or Amendment.** No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.
- 19.3. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.
- 19.4. **Integration.** This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.
- 19.5. **Governing Law.** This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of California, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.
- 19.6. **Venue and Jurisdiction.** The City and IPS agree that the venue shall be in San Diego County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Southern District of California, or the Superior Court of California, County of San Diego, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.
- 19.7. **Attorney's Fees.** If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce rights, judgments or otherwise pursue, defend or litigate issues, or any other controversy arises from this Agreement, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorneys fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding.
- 19.8. **Force Majeure.** If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God,



war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 30 days, then either party shall be entitled to terminate this Agreement without being liable for any claim from the other party.

19.9. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.

19.10. Authorization. Both Parties represent and warrant that the person executing this Agreement on behalf of each Party is an authorized agent who has actual authority to bind each Party to each and every term, condition, and obligation of this Agreement and that all requirements of each Party have been fulfilled to provide such actual authority.

19.11. Binding Document. The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.

19.12. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.

19.13. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

CITY
A municipal corporation

By:

IPS:
IPS GROUP, INC.,
a Pennsylvania corporation

Printed Name: _____

Title: _____

By: _____
CHAD P. RANDALL
Chief Operating Officer



ATTACHMENT A

Permit Management System

Services included:

- Access to Permit Management system
- Online Public Portal access for Monthly Employee permits
- Re-occurring permit reminders to public
- Automatic payment for Monthly Employee permits
- Permit printout from Permit Management system
- Integration as necessary
- Call Center and toll free number services
- Inter-active voice recognition
- Cashiering system integration
- Permit renewal generation and mailing

Permits	Units	Unit Price
One Time Setup	Per unit	\$4,000.00
Per Permit	Per unit	\$2.00
Permit Fulfillment (passed on to end user)	Per Unit	\$3.95
Permit (Verification)	Per unit	\$1.00
Per Letter (Includes postage)	Per unit	\$1.25
Online & IVR Secure Credit Card Payments - Gateway Fee *Charged to the Public	Per transaction	\$2.00 or 3% whichever is higher
Customization per hour	Per hour	\$125.00

**RESOLUTION NO. 2018-362**

**City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION OF SUPPORT AUTHORIZING A NEW JERSEY DEPARTMENT OF
TRANSPORTATION BIKEWAYS GRANT APPLICATION AND EXECUTE A GRANT
CONTRACT**

WHEREAS, The City of Asbury Park is applying for funding to install bicycle facilities on Asbury Avenue within the City of Asbury Park through the Bikeways Program within the State of New Jersey Department of Transportation.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of The City of Asbury Park, in the County of Monmouth and State of New Jersey, that the Mayor and City Council hereby supports the submission of an electronic grant application for the Bikeways Program within the State of New Jersey Department of Transportation identified as BIKE-2019-Asbury_Avenue_Bikeway-00043 and authorizes the City Manager to execute any and all documents necessary and related to the submission of said grant application or grant agreement.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-362 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 11th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK

**RESOLUTION NO. 2018-363**

**City of Asbury Park
County of Monmouth
State of New Jersey**

**RESOLUTION OF SUPPORT AUTHORIZING A NEW JERSEY DEPARTMENT OF
TRANSPORTATION SAFE STREETS TO TRANSIT GRANT APPLICATION AND
EXECUTE A GRANT CONTRACT**

WHEREAS, The City of Asbury Park is applying for funding to install traffic signal improvements at the intersection of Prospect Avenue with Bangs Avenue within the City of Asbury Park through the Safe Streets to Transit Program within the State of New Jersey Department of Transportation.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and Council of The City of Asbury Park, in the County of Monmouth and State of New Jersey, that the Mayor and City Council hereby supports the submission of an electronic grant application for the Safe Streets to Transit Program within the State of New Jersey Department of Transportation identified as SST-2019-Traffic_Signal_Installation_at_Pros-00029 and authorizes the City Manager to execute any and all documents necessary and related to the submission of said grant application or grant agreement.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-363 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 11th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-364

**City of Asbury Park
County of Monmouth
State of New Jersey**

A RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO COMMENCE AN ACTION BEFORE THE SUPERIOR COURT OF NEW JERSEY IN ORDER TO SEEK A JUDGMENT OF COMPLIANCE AND REPOSE RELATING TO THE CITY'S AFFORDABLE HOUSING PLAN

WHEREAS, the City of Asbury Park (the “City” or “Asbury Park”), as a “qualified Urban Aid Municipality,” per N.J.S.A. 52:27D-178, et seq., and as the site of many existing units of affordable housing, has not previously been assessed an obligation for the construction of new affordable housing units pursuant to the Mt. Laurel doctrine, as articulated in South Burlington County NAACP vs. Township of Mt. Laurel, 92 N.J. 158 (1983), (a/k/a “Mt. Laurel I”) and the further Mt. Laurel decisions rendered subsequent thereto by the New Jersey Supreme Court; and

WHEREAS, as a result, the City has not previously prepared a housing element and fair share plan (also referenced as an “affordable housing plan”) relating to the provision of affordable housing within the City; and

WHEREAS, notwithstanding the City’s historic lack of a new unit affordable housing obligation under the Mt. Laurel decisions, the City has a long history of promoting and creating housing that is affordable to low- and moderate-income households; and

WHEREAS, in December of 2017, the City adopted a comprehensive Master Plan Reexamination Report (the “Reexamination Report”), which reaffirmed housing objectives and goals for the City, and stated new housing objectives and goals with a heavy emphasis on creating affordable housing; and

WHEREAS, following the adoption of the Reexamination Report, the City retained the firm of Clarke Caton Hintz in order to prepare a proposed “2018 Third Round Housing Element & Fair Share Plan” for the City, in order to memorialize how the City intends to affirmatively create and provide affordable housing and, in particular, how the City will address its “rehabilitation obligation,” which represents the only requirement which is applicable to the City given Asbury Park’s status as a “qualified Urban Aid Municipality”; and

WHEREAS, given the determination made by the New Jersey Supreme Court in the case known as “In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing,” 221 N.J. 1 (2015) (a/k/a “Mt. Laurel IV”), in which the Court transferred responsibility to review and approve affordable housing plans from the former

Council on Affordable Housing (“COAH”) to the Superior Court of New Jersey, the City must apply to the Superior Court, instead of COAH, in order to gain approval of its proposed affordable housing plan; and

WHEREAS, those towns whose affordable housing plans are approved by the Superior Court will receive a Judgment of Compliance and Repose, which is the court-equivalent of the former granting of “substantive certification” by COAH, and which protects those towns from exclusionary zoning lawsuits; and

WHEREAS, the City views the preparation and filing of its proposed “2018 Housing Element and Fair Share Plan” not simply as an opportunity to comply with Mt. Laurel IV and to affirmatively address its fair share obligation for rehabilitation, but also as a policy document to guide the City’s efforts to ensure that the character of Asbury Park as a diverse community known for its arts and culture is not eroded as the City’s landscape changes; and

WHEREAS, the City wherefore wishes to authorize the City Attorney to prepare all relevant documents in order to file and commence an action before the Superior Court of New Jersey in order to seek approval of the City’s affordable housing plan, as set forth in the “2018 Third Round Housing Element & Fair Share Plan” as drafted by the firm of Clarke Caton Hintz, and to seek repose and immunity from exclusionary zoning law suits; and

WHEREAS, the City also wishes to authorize the City Attorney to take all necessary actions to gain approval from the Superior Court for the City to implement a mandatory “Development Fees” Ordinance and approval of a proposed Spending Plan, and all related matters.

NOW, THEREFORE, BE AND IT IS RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. That the City hereby authorizes the City Attorney to prepare all relevant documents in order to file and commence an action before the Superior Court of New Jersey in order to seek approval of the City’s affordable housing plan, as set forth in the “2018 Third Round Housing Element & Fair Share Plan” as drafted by the firm of Clarke Caton Hintz, and to seek repose and immunity from exclusionary zoning law suits.
2. That the City further authorizes the City Attorney to take all necessary actions to gain approval from the Superior Court for the City to implement a mandatory “Development Fees” Ordinance and approval of a proposed Spending Plan, and all related matters.
3. That the City Attorney and the firm of Clarke Caton Hintz, as well as any other relevant City officials, are hereby authorized and directed to perform all actions, and to prepare and file all necessary documents, in furtherance of this intention, on behalf of the City, and to undertake any other actions which are necessary in order to further the intentions of the City’s “2018 Third Round Housing Element

& Fair Share Plan.”

4. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Frederick C. Raffetto, Esq., Municipal Attorney;
 - (c) Elizabeth K. McManus, LEED AP, PP, AICP
Clarke Caton Hintz
100 Barrack St.
Trenton, NJ 08608
 - (c) Michael Capabianco, City Manager; and
 - (d) Michele Alonso, Director of Planning & Redevelopment.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-364 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CERTIFIED BY ME THIS 11th DAY OF October, 2018.

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-37**

AN ORDINANCE AMENDING SECTION 3-35, ENTITLED "SLEEPING IN PUBLIC PLACES," OF CHAPTER III, "POLICE REGULATIONS," OF THE "REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY"

WHEREAS, the Mayor and Council of the City of Asbury Park (the "City") wish to make certain revisions to the City Code.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that Section 3-35, entitled "Sleeping in Public Places," of Chapter III, "Police Regulations," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended in the following respects (deletions are shown with ~~strikeout~~):

CHAPTER III

POLICE REGULATIONS

3-35 SLEEPING IN PUBLIC PLACES.

~~3-35.1 Definitions.~~

~~As used in this section:~~

~~Loiter shall encompass, but shall not necessarily be limited to, one or more of the following acts:~~

- ~~a. Obstruction of the free unhampered passage of pedestrians or vehicles.~~
- ~~b. Obstructing, molesting or interfering with any person lawfully upon any street, park, beach, boardwalk or other public place.~~
- ~~c. Remain idle in essentially one location without being able to establish having a legitimate business or purpose in so remaining idle or, by conduct, exhibiting the absence of a lawful purpose in so remaining idle.~~
- ~~d. Conduct involving the concept of standing idly by, loafing, walking about aimlessly without purpose and including the colloquial expression of "hanging around."~~
- ~~e. Refusing to move on when so requested by a peace officer, provided that the peace officer has exercised his/her discretion reasonably under the circumstances in order to preserve or promote public peace and order.~~

~~Open public place shall be deemed to include the quasi-public area in front of or adjacent to any store, shop, restaurant, luncheonette or other place of business and shall also include any parking lots or other vacant buildings or properties.~~

~~3-35.2~~ 3-35.1 Sleeping in Public Places Prohibited.

~~a. No person shall loiter, lounge or sleep in or upon any public street, highway, park, boardwalk, beach, pavilion or other public place, or in any public building, or obstruct access to any public building or any part thereof or obstruct passage through or upon any public street, park, beach, boardwalk or public place.~~

~~b. a.~~ a. It shall be unlawful for any person to sleep upon any beach, in any public park or other public place between the hours of 12:00 midnight and 8:00 a.m., local time prevailing, unless appropriate approval has been obtained from the City in advance.

~~c. b.~~ b. No person shall at any time use any automobile, truck or other motor vehicle, or any vehicle of any description, while the same is parked on any of the public streets, ways, or alleys, or in any public or quasi-public place, ~~driveway, or in any public or quasi-public~~ lot or premises, for sleeping or living purposes.

~~d. c.~~ c. Unless appropriate approval has been obtained from the City in advance, ~~it~~ shall be unlawful for any person to set up tents, shacks, or any other temporary shelter for the purpose of overnight camping, ~~nor shall any person leave in any park or in~~ or on any public beach; public street, way, alley; or in any other public or quasi-public place, ~~driveway,~~ lot or premises, ~~any moveable structure or special vehicle to be used or that could be used for such purpose, such as house trailer, camp trailer, camp wagon, or the like except in those areas designated for those purposes.~~

~~3-35.3~~ 3-35.2 Violations and Penalties.

Any person who is convicted of a violation of this section shall, upon conviction, be liable to the penalties set forth in Chapter I, Section 1-5.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-37 which was finally adopted by the City Council at a meeting held on the 24th day of October, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-46**

AN ORDINANCE ESTABLISHING A RESTRICTED PARKING SPACE FOR USE BY HANDICAPPED PERSONS AT PROPERTY LOCATED AT 912 SUNSET AVENUE, IN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING SECTION 7-36, ENTITLED, "HANDICAPPED PARKING," OF CHAPTER VII, "TRAFFIC," OF THE "REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY."

WHEREAS, the City of Asbury Park (the "City") has been requested to create a an additional handicapped parking space adjacent to property located at 912 Sunset Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin at a point located 3 feet west of the driveway to 914 Sunset Avenue and extending 20 feet east on center therefrom; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.5, a municipality may, by Ordinance, establish restricted parking space(s) in front of residences, schools, hospitals and other public buildings, and in shopping and business districts, for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles pursuant to the provisions of N.J.S.A. 39:4-205, when using a motor vehicle on which is displayed a certificate, for which a special vehicle identification card has been issued pursuant to N.J.S.A. 39:4-206; and

WHEREAS, the Asbury Park Police Department has reviewed and approved this request; and

WHEREAS, the City therefore wishes to designate an additional restricted parking space for use by handicapped person(s) at the aforesaid property, and to amend and supplement Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, as follows:

1. There is hereby established an additional restricted parking space adjacent to the property located at 912 Sunset Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin at a point located 3 feet west of the driveway to 914 Sunset Avenue and extending 20 feet east on center therefrom, in accordance with the requirements set forth in this Ordinance.

2. The City Engineer is hereby designated to determine whether or not the said

parking space and the erection of any signs associated therewith conform to the current standards prescribed by the Manual of Uniform Traffic Control Devices for Streets and Highways, as adopted by the Commissioner of Transportation, and any other Department of Transportation rules and regulations governing parking spaces and signs, and shall certify his approval of the same to the Commissioner of Transportation in accordance with the requirements of N.J.S.A. 39:4-8.1.

3. The City is authorized to erect appropriate signage to designate the handicapped parking space established herein and may mark the street appropriately.

4. Any signs erected or street markings employed to identify the subject parking space shall clearly and conspicuously state "Parking for Handicapped Persons Only."

5. Section 7-36, entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended and supplemented to include the following:

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Sunset Avenue	South	912 Sunset Avenue, in the City, on the Asbury Park City Tax Map, which handicapped parking space shall begin at a point located 3 feet west of the driveway to 914 Sunset Avenue and extending 20 feet east on center therefrom

6. On or before January 15th of every year (or the first weekday thereafter), the applicant shall provide proof to the City of Asbury Park Police Department that the handicapped parking space is still needed at the subject property. A failure to do so may result in the City's termination of the designated handicapped parking space.

7. The City reserves the right to terminate the designation of the within handicapped parking space at the City's discretion.

8. All other Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed to the extent of such inconsistencies.

9. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.

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

11. A certified copy of this Ordinance shall be provided to the Commissioner of Transportation within thirty (30) days of the adoption thereof.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-46 which was finally adopted by the City Council at a meeting held on the 8th day of November, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-21**

**AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH
AND STATE OF NEW JERSEY ADDING CHAPTER TWO SECTION EIGHTY-EIGHT
"DEVELOPMENT FEES" TO THE CODE OF THE CITY OF ASBURY PARK**

Section I. Chapter Two Section Eighty-Eight, entitled "Development Fees,"
Created. That Chapter Two Section Eighty-Eight, "Development Fees" is hereby added to the Code and shall read as follows:

§ 88-1. Purpose.

- A. In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- B. COAH was authorized by P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2), and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7) to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or a court of competent jurisdiction and have a COAH- or court-approved spending plan may retain fees collected from nonresidential development.
- C. In *Re: Adoption of N.J.A.C. 5:96 and 5:97* by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court's jurisdiction and are subject to approval by the Court.
- D. This chapter establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, Sections 8 and 32 through 38 (N.J.S.A. 52:27D-329.2 and N.J.S.A. 40:55D-8.1 through 40:55D-8.7, respectively). Fees collected pursuant to this chapter shall be used for the sole purpose of providing low- and moderate-income housing. This chapter shall be interpreted within the framework of COAH's rules on development

fees, codified at N.J.A.C. 5:93-8.

§ 88-2. Basic requirements.

- A. This ordinance shall not be effective until approved by the Superior Court pursuant to N.J.A.C. 5:93.8.
- B. The City of Asbury Park shall not spend development fees until the Court has approved a plan for spending such fees in conformance with N.J.A.C. 5:93-8.

§ 88-3. Definitions.

The following terms, as used in this chapter, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT - A development that is inclusionary development, a municipal construction project containing affordable units or a one-hundred-percent affordable development. This shall include any project that contains restricted very-low, low-, moderate-, or middle-income units on or off-site. This shall also include any project that utilizes funds from the City's Regional Contribution Agreements (RCA).

COAH or THE COUNCIL - The New Jersey Council on Affordable Housing established under the Fair Housing Act

DEVELOPER - The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE - Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8.

EQUALIZED ASSESSED VALUE - The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).

GREEN BUILDING STRATEGIES - Those strategies that minimize the impact of development on the environment and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

§ 88-4. Residential development fees.

- A. Imposed fees.
 - 1. Within all Zoning Districts and Redevelopment Areas, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.

2. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development.

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
2. Developments that have received preliminary or final site plan approval or are subject to an executed redevelopment or development agreement (including master redeveloper agreement) prior to the adoption of a municipal development fee ordinance shall be exempt from development fees unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
3. Renovations or additions to any single-family or two-family residence shall be exempt from paying a development fee except if the assessed value of the renovated/expanded structure is greater than or equal to 151% of the previously assessed value of the structure. Example: If the post-renovation/addition assessed value of a house originally assessed at \$100,000 structure is increased to \$151,000, the developer must pay a development fee on the increase in assessed value).
4. Buildings that are elevated or buildings that are replaced in an elevated position shall be exempt from paying a development fee provided the buildings are located in a Special Flood Hazard Area and meet the following. Notwithstanding, the exemption shall not apply if the number of residential units in the existing or demolished building is increased.
 - (i) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated to or above base flood elevation; and

- (ii) Within any AO Zone on the municipality's FIRM that all new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet (at least two (2) feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
- 5. Buildings demolished and replaced due to being “destroyed” as a result of a fire or natural disaster (excluding flood damaged buildings that are located in the Special Flood Hazard Area) shall be exempt from paying a development fee, except:
 - (i) If the assessed value of the reconstructed structure is greater than or equal to 151% of the assessed value of the original structure (Example: If a house assessed at \$100,000 is replaced with a house assessed at \$151,000, the developer must pay a development fee on the increase in assessed value); or
 - (ii) If the number of residential units in the replacement building is greater than the number of units in the original building being demolished (Example: A single-family house is replaced with a house having three residential units).

§ 88-5. Nonresidential development fees.

A. Imposed fees.

1. Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
2. Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
3. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

1. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two-and-one-half-percent development fee, unless otherwise

exempted below.

2. The two-and-one-half-percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
3. Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption" form. Any exemption claimed by a developer shall be substantiated by that developer.
4. A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
5. If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by Asbury Park as a lien against the real property of the owner.

§ 88-6. Collection procedures.

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.
- B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- D. Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the

development.

- E. The Construction Official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- G. Should Asbury Park fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- I. Appeal of development fees.
 - 1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - 2. A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 88-7. Affordable housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.

- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
1. Payments in lieu of on-site construction of affordable units;
 2. Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 3. Rental income from municipally operated units;
 4. Repayments from affordable housing program loans;
 5. Recapture funds;
 6. Proceeds from the sale of affordable units; and
 7. Any other funds collected in connection with Asbury Park's affordable housing program.

§ 88-8. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the housing trust fund may be used for any activity approved by the Court to address the City's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8 and specified in the approved spending plan.
- B. Funds shall not be expended to reimburse Asbury Park for past housing activities.
- C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
1. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and

assistance with emergency repairs.

2. Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income.
 3. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. Asbury Park may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:93-8.16.
- E. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with annual monitoring requirements.
- F. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

§ 88-9. Monitoring.

- A. On or about June 30 of each year through 2025, Asbury Park shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs ("DCA"), COAH, or Local Government Services ("LGS"), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Asbury Park' housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court.

§ 88-10. Ongoing collection of fees.

- A. The ability for Asbury Park to impose, collect and expend development fees shall expire with its Court-issued Judgement of Compliance unless Asbury Park has filed an adopted Housing Element and Fair Share Plan with the Court, has filed a

Declaratory Judgement Action, and has received the Court's approval of its development fee ordinance. If Asbury Park fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). Asbury Park shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance and Repose, nor shall Asbury Park retroactively impose a development fee on such a development. Asbury Park shall not expend development fees after the expiration of its substantive certification or Judgment of Compliance and Repose.

Section II. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section IV. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-21 which was finally adopted by the City Council at a meeting held on the 24th day of October, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-39**

**AN ORDINANCE AMENDING AND SUPPLEMENTING VARIOUS ARTICLES AND
SECTIONS OF CODE OF THE CITY OF ASBURY PARK**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that the following chapter and/or sections “of the “Code of the City of Asbury Park, New Jersey is hereby created or amended:

**CHAPTER II
“DEPARTMENT OF PLANNING AND REDEVELOPMENT”**

Section 2-17.2(a) Appointment

(a) *Appointment.* The Director of Planning and Redevelopment shall be appointed by the City Manager. The Director of Planning and Redevelopment shall also hold the title and/ or duties as found in Chapter III Land Development as: Administrative officer; Development Coordinator.

(d) The Director of Planning and Redevelopment shall also be known as the City Planner

Section 2-17.2(b) Qualifications

(3) The Director shall possess Certification from the American Institute of Certified Planners (AICP).2-17.3 Functions of the Department

(i)_. Such other related responsibilities as may be assigned by the City Manager ~~and/or the Mayor and Council~~, which are necessary for the conduct of City business.

(f) Receipt, completeness review, processing of all development or redevelopment applications and subsequently forwarding the applications to the applicable board secretaries, Federal, State or County or municipal office or other offices as required, for development within the City.

k. In the prolonged absence of the Director of Planning and Redevelopment, the respective Zoning Board and Planning Board Planner shall serve as the Administrative Officer and Development Coordinator or designee of the City Manager. If that individual or firm is not available, then the respective Board Secretary shall serve as the Administrative Officer and Development Coordinator or designee of the City Manager.

**CHAPTER III
“LAND DEVELOPMENT”**

30-7 CERTIFICATE OF RESOLUTION COMPLIANCE

30-7.1 Requirement; Zoning Officer to Issue.

No building or structure may be erected or altered nor may any building or structure or parcel of land become occupied, or the use therein changed until a Zoning Permit or Certificate of Resolution Compliance ~~Certificate of Compliance~~ is obtained from the Zoning Officer. (2000 Code § 30-7.1)

30-7.2 Necessary for Construction Permit.

Application for a Zoning Permit or Certificate of Resolution Compliance ~~Certificate of Compliance~~ must be made at the time of application for a construction permit or a mercantile license. (2000 Code § 30-7.2)

30-7.3 Necessary Prior to New Occupancy or New Use.

Should a construction permit or mercantile license not be required, the ~~Certificate of Compliance~~ Zoning Permit or Certificate of Resolution. Compliance must be obtained prior to the new occupancy or new use of a building or property. (2000 Code § 30-7.3)

30-7.4 Fee for Certificate of Resolution Compliance, Time of Payment; Compliance Required Before Issuance.

A fee of twenty (\$20.00) dollars will be charged for each Certificate of Resolution Compliance ~~Certificate of Compliance~~. Such fee will be payable at the time of application. The Certificate will be issued only after an inspection is made by the Director of Planning and Redevelopment or their designee to confirm compliance with this chapter. (2000 Code § 30-7.4) This Certificate shall not be provided until all known outstanding municipal or Board invoices related to the project are paid.

30-15 Definitions

Administrative Officer shall mean the Director of Planning and Redevelopment as defined in Chapter 2. ~~City Planner/Zoning Inspector for the Planning Board, and the City Planner/Zoning Inspector or Zoning Officer for the Zoning Board of Adjustment.~~

Board Engineer - shall be the engineer duly appointed and of record by the respective Board.

Sexually Oriented Business - As defined by N.J.S. 2C-34-7 et. seq. and the requirements established there within.

30-23 PROVISIONS APPLICABLE TO BOTH THE PLANNING BOARD AND ZONING BOARD OF ADJUSTMENT.

30-23.8 Meeting Attendance of Applicants

If an application is scheduled to be heard, the applicant shall notify the Board Secretary a minimum of two (2) business days before the scheduled hearing date if said applicant desires to postpone the hearing in writing. In addition, the applicant, at the discretion of

the Chair, is required to have a representative appear before the Board to state, for the official record, why the postponement is requested. The Board may, at its discretion, grant the postponement or deny the application without prejudice. The Board may, at its discretion, require re-notification of the application if a postponement is granted.

30-29.2 Notice Requirements for Hearings.

- a. *Public Notice.* Public notice of a hearing shall be given in the following cases:

4. At any other time the Board shall require notice as part of an application, hearing or other act the Board deems fit for the application to re-notice in the interest of the public.

30-39.1 Development Coordinator.

The Development Coordinator shall be the City Planner ~~Planner unless another person is appointed by the Governing Body.~~ The Development Coordinator shall officially receive all Applications for Development, determine if they are complete, and, if not, notify the applicant of deficiencies. The Development Coordinator, in consultation with the Zoning Officer, shall determine which local Board, official or agency has jurisdiction over the application and the Development Coordinator shall forward copies to Federal, State and local agencies required or requested to review the application. (2000 Code § 30-39.1)

30-39.4 ~~City~~ The Planning and Zoning Board Engineer(s) (Board Engineer).

The Board Engineer, as defined in this Chapter, shall be responsible for the following provisions of this chapter:

- a. Review all engineering plans accompanying Applications for Development referred by the Boards, Development Review Committee or Development Coordinator.
- b. Inspection, when requested by either Board, of improvements constructed or installed as part of any Application for Development other than those which are the responsibility of the Construction Official.
- c. Certification, when necessary, before acceptance, that all such improvements meet applicable City Codes and ordinances.

30-45.3 Certificate of ~~Zoning~~ Resolution Compliance.

- a. When application is made for a ~~Zoning Permit~~ Resolution Compliance that requires the issuance of permits under the Uniform Construction Code (N.J.A.C. 5:23 et seq.) for the construction of a new building or an addition to the ground level footprint of an existing building, an application for a ~~Certificate of Zoning Compliance~~ Resolution Compliance shall also be made upon payment of a fee of twenty (\$20.00) dollars, which shall cover the cost of a final inspection by the Zoning Officer. The Zoning Officer shall inspect for the satisfactory completion of landscaping, driveway pavement, sidewalk and curb repair/replacement and street tree plantings, as well as for compliance with the ~~Zoning Permit~~ Resolution of the Planning or Zoning Board. A copy of the approved Compliance ~~Certificate of Zoning Compliance~~ Resolution Compliance shall be transmitted to the Construction Official by the Director of Planning and

Redevelopment or their designee.

b. No land or new construction shall be occupied or used in whole or in part for any purpose whatsoever until a ~~Certificate of Zoning Compliance~~ Resolution Compliance and/or Zoning Permit shall have been issued by the Zoning Enforcement Officer stating that the use of the land or building complies with the provisions of this chapter.

c. No Certificate of Resolution Compliance for any land or structure shall be granted until all required improvements or conditions of approval have been met, installed or completed. A temporary Certificate of Resolution Compliance may be issued but only for a specific period, upon such conditions as the Development Coordinator may impose, such as bonding, to ensure the completion or installation of any such improvements unfinished because of weather or unforeseen delay. The installation of any required public or private improvements may also be delayed if the Board Engineer warrants in writing to the Development Coordinator that the delay is in the best interest of the City.

30-47.1 General.

a. If the Development Coordinator determines that the application requires action by the Board of Adjustment, it shall be forwarded to the Board of Adjustment Secretary and the applicant shall be responsible for providing notice as set forth in subsection 30-29.2. The ~~Board of Adjustment~~ Development Coordinator shall refer the application to those agencies required to review the application and any other agency which ~~it feels~~ may assist them in its deliberations.

30-49 PERFORMANCE AND MAINTENANCE GUARANTEES.

30-49.1 General.

As per P.L. 2017 Chapter 312, Senate, Number 3233 which amends Section 41 of p.L. 1975, c. 291 (C. 40:55D-53) the City hereby adopts the following regulations.

Guarantees required; surety; release. a. Before filing of final subdivision plats or recording of minor subdivision deeds or as a condition of final site plan approval or as a condition to the issuance of a zoning permit pursuant to subsection d. of section 52 of P.L.1975, c.291 (C.40:55D-65), the municipality may require and shall accept in accordance with the standards adopted by ordinance and regulations adopted pursuant to section 1 of P.L.1999, c.68 (C.40:55D-53a) for the purpose of assuring the installation and maintenance of certain on-tract improvements, the furnishing of a performance guarantee, and provision for a maintenance guarantee in accordance with paragraphs (1) and (2) of this subsection. If a municipality has adopted an ordinance requiring a successor developer to furnish a replacement performance guarantee, as a condition to the approval of a permit update under the State Uniform Construction Code, for the purpose of updating the name and address of the owner of property on a construction permit, the governing body may require and shall accept in accordance with the standards adopted by ordinance and regulations adopted pursuant to section 1 of P.L.1999, c.68 (C.40:55D-53a) for the purpose of assuring the installation and maintenance of certain on-tract improvements, the furnishing of a performance guarantee, and provision for a maintenance guarantee, in accordance with paragraphs (1) and (2) of this subsection.

(1) (a) As required this Ordinance , the developer shall furnish a performance guarantee in

favor of the municipality in an amount not to exceed 120% of the cost of installation of only those improvements required by an approval or developer's agreement, ordinance, or regulation to be dedicated to a public entity, and that have not yet been installed, which cost shall be determined by the Board Engineer, as defined by this chapter, according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4), for the following improvements as shown on the approved plans or plat: streets, pavement, gutters, curbs, sidewalks, street lighting, street trees, surveyor's monuments, as shown on the final map and required by "the map filing law," P.L.1960, c.141 (C.46:23-9.9 et seq.; repealed by section 2 of P.L.2011, c.217) or N.J.S.46:26B-1 through N.J.S.46:26B-8, water mains, sanitary sewers, community septic systems, drainage structures, public improvements of open space, and any grading necessitated by the preceding improvements.

The Board Engineer, as defined by this chapter, shall prepare an itemized cost estimate of the improvements covered by the performance guarantee, which itemized cost estimate shall be appended to each performance guarantee posted by the obligor.

(b) A municipality may also require a performance guarantee to include, within an approved phase or section of a development privately-owned perimeter buffer landscaping, as required by local ordinance or imposed as a condition of approval.

At the developer's option, a separate performance guarantee may be posted for the privately-owned perimeter buffer landscaping.

(c) In the event that the developer shall seek a temporary certificate of occupancy for a development, unit, lot, building, or phase of development, as a condition of the issuance thereof, the developer shall, if required by an ordinance adopted by the municipality, furnish a separate guarantee, referred to herein as a "temporary certificate of occupancy guarantee," in favor of the municipality in an amount equal to 120% of the cost of installation of only those improvements or items which remain to be completed or installed under the terms of the temporary certificate of occupancy and which are required to be installed or completed as a condition precedent to the issuance of the permanent certificate of occupancy for the development, unit, lot, building or phase of development and which are not covered by an existing performance guarantee. Upon posting of a "temporary certificate of occupancy guarantee," all sums remaining under a performance guarantee, required pursuant to subparagraph (a) of this paragraph, which relate to the development, unit, lot, building, or phase of development for which the temporary certificate of occupancy is sought, shall be released. The scope and amount of the "temporary certificate of occupancy guarantee" shall be determined by the zoning officer, city engineer, as defined by this Chapter, or other municipal official designated by ordinance. At no time may a municipality hold more than one guarantee or bond of any type with respect to the same line item. The temporary certificate of occupancy guarantee shall be released by the zoning officer, Board Engineer, as defined by this Chapter, or other municipal official designated by ordinance upon the issuance of a permanent certificate of occupancy with regard to the development, unit, lot, building, or phase as to which the temporary certificate of occupancy relates.

(d) A developer shall, furnish to the municipality a "safety and stabilization guarantee," in favor of the municipality. At the developer's option, a "safety and stabilization guarantee" may be furnished either as a separate guarantee or as a line item of the performance guarantee. A "safety and stabilization guarantee" shall be available to the municipality solely for the purpose of returning property that has been disturbed to a safe and stable condition or otherwise implementing measures to protect the public from access to an unsafe or unstable condition, only

in the circumstance that:

(i) site disturbance has commenced and, thereafter, all work on the development has ceased for a period of at least 60 consecutive days following such commencement for reasons other than force majeure, and

(ii) work has not recommenced within 30 days following the provision of written notice by the municipality to the developer of the municipality's intent to claim payment under the guarantee. A municipality shall not provide notice of its intent to claim payment under a "safety and stabilization guarantee until a period of at least 60 days has elapsed during which all work on the development has ceased for reasons other than force majeure. A municipality shall provide written notice to a developer by certified mail or other form of delivery providing evidence of receipt.

The amount of a "safety and stabilization guarantee for a development with bonded improvements in an amount not exceeding \$100,000 shall be \$5,000.

The amount of a "safety and stabilization guarantee for a development with bonded improvements exceeding \$100,000 shall be calculated as a percentage of the bonded improvement costs of the development or phase of development as follows:

\$5,000 for the first \$100,000 of bonded improvement costs, plus

two and a half percent of bonded improvement costs in excess of \$100,000 up to \$1,000,000, plus

one percent of bonded improvement costs in excess of \$1,000,000.

A municipality shall release a separate "safety and stabilization guarantee" to a developer upon the developer's furnishing of a performance guarantee which includes a line item for safety and stabilization in the amount required under this paragraph.

A municipality shall release a "safety and stabilization guarantee" upon the Board Engineer's, as defined by this chapter, determination that the development of the project site has reached a point that the improvements installed are adequate to avoid any potential threat to public safety.³

(2) (a) As required by this ordinance, the developer shall post with the municipality, prior to the release of a performance guarantee required pursuant to subparagraph (a), subparagraph (b), or both subparagraph (a) and subparagraph (b) of paragraph (1) of this subsection, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the improvements which are being released.

(b) If required, the developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the municipal engineer, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4).

(c) The term of the maintenance guarantee shall be for a period not to exceed two years and shall automatically expire at the end of the established term.

(3) In the event that other governmental agencies or public utilities automatically will own the utilities to be installed or the improvements are covered by a performance or maintenance

guarantee to another governmental agency, no performance or maintenance guarantee, as the case may be, shall be required by the municipality for such utilities or improvements.

b. The time allowed for installation of the bonded improvements for which the performance guarantee has been provided may be extended by the governing body by resolution. As a condition or as part of any such extension, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an amount not to exceed 120% of the cost of the installation, which cost shall be determined by the municipal engineer according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4) as of the time of the passage of the resolution.

c. If the required bonded improvements are not completed or corrected in accordance with the performance guarantee, the obligor and surety, if any, shall be liable thereon to the municipality for the reasonable cost of the improvements not completed or corrected and the municipality may either prior to or after the receipt of the proceeds thereof complete such improvements. Such completion or correction of improvements shall be subject to the public bidding requirements of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.).

d. (1) Upon substantial completion of all required street improvements (except for the top course) and appurtenant utility improvements, and the connection of same to the public system, the obligor may request of the governing body in writing, by certified mail addressed in care of the municipal clerk, that the municipal engineer prepare, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section, a list of all uncompleted or unsatisfactory completed bonded improvements. If such a request is made, the obligor shall send a copy of the request to the municipal engineer. The request shall indicate which bonded improvements have been completed and which bonded improvements remain uncompleted in the judgment of the obligor. Thereupon the municipal engineer shall inspect all bonded improvements covered by obligor's request and shall file a detailed list and report, in writing, with the governing body, and shall simultaneously send a copy thereof to the obligor not later than 45 days after receipt of the obligor's request.

(2) The list prepared by the municipal engineer shall state, in detail, with respect to each bonded improvement determined to be incomplete or unsatisfactory, the nature and extent of the incompleteness of each incomplete improvement or the nature and extent of, and remedy for, the unsatisfactory state of each completed bonded improvement determined to be unsatisfactory. The report prepared by the municipal engineer shall identify each bonded improvement determined to be complete and satisfactory together with a recommendation as to the amount of reduction to be made in the performance guarantee relating to the completed and satisfactory bonded improvement, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section.

e. (1) The governing body, by resolution, shall either approve the bonded improvements determined to be complete and satisfactory by the municipal engineer, or reject any or all of these bonded improvements upon the establishment in the resolution of cause for rejection, and shall approve and authorize the amount of reduction to be made in the performance guarantee relating to the improvements accepted, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section. This resolution shall be adopted not later than 45 days after receipt of the list and report prepared by the municipal engineer. Upon adoption of the resolution by the governing

body, the obligor shall be released from all liability pursuant to its performance guarantee with respect to those approved bonded improvements, except for that portion adequately sufficient to secure completion or correction of the improvements not yet approved; provided that 30% of the amount of the total performance guarantee and “safety and stabilization guarantee posted may be retained to ensure completion and acceptability of all improvements. The safety and stabilization guarantee shall be reduced by the same percentage as the performance guarantee is being reduced at the time of each performance guarantee reduction.

For the purpose of releasing the obligor from liability pursuant to its performance guarantee the amount of the performance guarantee attributable to each approved bonded improvement shall be reduced by the total amount for each such improvement, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section, including any contingency factor applied to the cost of installation. If the sum of the approved bonded improvements would exceed 70 percent of the total amount of the performance guarantee, then the municipality may retain 30 percent of the amount of the total performance guarantee and “safety and stabilization guarantee to ensure completion and acceptability of bonded improvements, as provided above, except that any amount of the performance guarantee attributable to bonded improvements for which a “temporary certificate of occupancy guarantee has been posted shall be released from the performance guarantee even if such release would reduce the amount held by the municipality below 30 percent.

(2) If the municipal engineer fails to send or provide the list and report as requested by the obligor pursuant to subsection d. of this section within 45 days from receipt of the request, the obligor may apply to the court in a summary manner for an order compelling the municipal engineer to provide the list and report within a stated time and the cost of applying to the court, including reasonable attorney's fees, may be awarded to the prevailing party.

If the governing body fails to approve or reject the bonded improvements determined by the municipal engineer to be complete and satisfactory or reduce the performance guarantee for the complete and satisfactory improvements within 45 days from the receipt of the municipal engineer's list and report, the obligor may apply to the court in a summary manner for an order compelling, within a stated time, approval of the complete and satisfactory improvements and approval of a reduction in the performance guarantee for the approvable complete and satisfactory improvements in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section; and the cost of applying to the court, including reasonable attorney's fees, may be awarded to the prevailing party.

(3) In the event that the obligor has made a cash deposit with the municipality or approving authority as part of the performance guarantee, then any partial reduction granted in the performance guarantee pursuant to this subsection shall be applied to the cash deposit in the same proportion as the original cash deposit bears to the full amount of the performance guarantee, provided that if the developer has furnished a “safety and stabilization guarantee, the municipality may retain cash equal to the amount of the remaining safety and stabilization guarantee.

f. If any portion of the required bonded improvements is rejected, the approving authority may require the obligor to complete or correct such improvements and, upon completion or correction, the same procedure of notification, as set forth in this section shall be followed.

g. Nothing herein, however, shall be construed to limit the right of the obligor to contest by legal proceedings any determination of the governing body or the municipal engineer.

h. (1) The obligor shall reimburse the municipality for reasonable inspection fees paid to the municipal engineer for the foregoing inspection of improvements; which fees shall not exceed the sum of the amounts set forth in subparagraphs (a) and (b) of this paragraph. The municipality may require the developer to post the inspection fees in escrow in an amount:

(a) not to exceed, except for extraordinary circumstances, the greater of \$500 or 5% of the cost of bonded improvements that are subject to a performance guarantee under subparagraph (a), subparagraph (b), or both subparagraph (a) and subparagraph (b) of paragraph (1) of subsection a. of this section; and

(b) not to exceed 5% of the cost of private site improvements that are not subject to a performance guarantee under subparagraph (a) of paragraph (1) of subsection a. of this section, which cost shall be determined pursuant to section 15 of P.L.1991, c.256 (C.40:55D-53.4).

(2) For those developments for which the inspection fees total less than \$10,000, fees may, at the option of the developer, be paid in two installments. The initial amount deposited in escrow by a developer shall be 50% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the municipal engineer for inspections, the developer shall deposit the remaining 50% of the inspection fees.

(3) For those developments for which the inspection fees total \$10,000 or greater, fees may, at the option of the developer, be paid in four installments. The initial amount deposited in escrow by a developer shall be 25% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the municipal engineer for inspection, the developer shall make additional deposits of 25% of the inspection fees.

(4) If the municipality determines that the amount in escrow for the payment of inspection fees, as calculated pursuant to subparagraphs (a) and (b) of paragraph (1) of this subsection, is insufficient to cover the cost of additional required inspections, the municipality may require the developer to deposit additional funds in escrow provided that the municipality delivers to the developer a written inspection escrow deposit request, signed by the municipal engineer, which: informs the developer of the need for additional inspections, details the items or undertakings that require inspection, estimates the time required for those inspections, and estimates the cost of performing those inspections.

i. In the event that final approval is by stages or sections of development pursuant to subsection a. of section 29 of P.L.1975, c.291 (C.40:55D-38), the provisions of this section shall be applied by stage or section.

j. To the extent that any of the improvements have been dedicated to the municipality on the subdivision plat or site plan, the municipal governing body shall be deemed, upon the release of any performance guarantee required pursuant to subsection a. of this section, to accept dedication for public use of streets or roads and any other improvements made thereon according to site plans and subdivision plats approved by the approving authority, provided that such improvements have been inspected and have received final approval by the municipal engineer.

(cf: P.L.2013, c.123, s.3)

30-50.1 General.**Board Engineer**

As required by this Ordinance amending the City Code, the developer shall post with the municipality, prior to the release of a performance guarantee required pursuant to subparagraph (a), subparagraph (b), or both subparagraph (a) and subparagraph (b) of paragraph (1) of this subsection, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the improvements which are being released.

(b) As required, the developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the municipal engineer, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4).

(c) The term of the maintenance guarantee shall be for a period not to exceed two years and shall automatically expire at the end of the established term.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-39 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-XX**

Commented [MC1]:

Commented [MC2]:

**AN ORDINANCE AMENDING AND SUPPLEMENTING VARIOUS ARTICLES AND
SECTIONS OF CODE OF THE CITY OF ASBURY PARK**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that the following chapter and/or sections “of the “Code of the City of Asbury Park, New Jersey is hereby created or amended:

**CHAPTER II
“DEPARTMENT OF PLANNING AND REDEVELOPMENT”**

Section 2-17.2(a) Appointment

(a) *Appointment.* The Director of Planning and Redevelopment shall be appointed by the City Manager. The Director of Planning and Redevelopment shall also hold the title and/ or duties as found in Chapter III Land Development as: Administrative officer; Development Coordinator.

(d) The Director of Planning and Redevelopment shall also be known as the City Planner

Section 2-17.2(b) Qualifications

(3) The Director shall possess Certification from the American Institute of Certified Planners (AICP). ~~The Director shall possess AICP~~

2-17.3 Functions of the Department

(i)_. Such other related responsibilities as may be assigned by the City Manager ~~and/or the Mayor and Council~~, which are necessary for the conduct of City business.

(f) Receipt, completeness review, processing of all development or redevelopment applications and subsequently forwarding the applications to the applicable board secretaries, Federal, State ~~of~~ County ~~or municipal~~ office or other offices as required, for development within the City.

k. In the prolonged absence of the Director of Planning and Redevelopment, the respective Zoning Board and Planning Board Planner shall serve as the Administrative Officer and

Development Coordinator or designee of the City Manager. If that individual or firm is not available, then the respective Board Secretary shall serve as the Administrative Officer and Development Coordinator or designee of the City Manager.

CHAPTER III “LAND DEVELOPMENT”

30-7 CERTIFICATE OF RESOLUTION COMPLIANCE

30-7.1 Requirement; Zoning Officer to Issue.

No building or structure may be erected or altered nor may any building or structure or parcel of land become occupied, or the use therein changed until a Zoning Permit or Certificate of Resolution Compliance ~~Certificate of Compliance~~ is obtained from the Zoning Officer. (2000 Code § 30-7.1)

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30-7.2 Necessary for Construction Permit or Mercantile License.

Application for a Zoning Permit or Certificate of Resolution Compliance ~~Certificate of Compliance~~ must be made at the time of application for a construction permit or a mercantile license. (2000 Code § 30-7.2)

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30-7.3 Necessary Prior to New Occupancy or New Use.

Should a construction permit or mercantile license not be required, ~~the Certificate of Compliance~~ Zoning Permit or Certificate of Resolution. Compliance must be obtained prior to the new occupancy or new use of a building or property. (2000 Code § 30-7.3)

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30-7.4 Fee for Certificate of Resolution Compliance, Time of Payment; Compliance Required Before Issuance.

A fee of twenty (\$20.00) dollars will be charged for each Certificate of Resolution Compliance ~~Certificate of Compliance~~. Such fee will be payable at the time of application. The Certificate will be issued only after an inspection is made by the ~~Zoning Officer~~ Director of Planning and Redevelopment or their designee to confirm compliance with this chapter. (2000 Code § 30-7.4) This Certificate shall not be provided until all known outstanding municipal or Board invoices related to the project are paid.

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30-15 Definitions

Administrative Officer shall mean the Director of Planning and Redevelopment as defined in Chapter 2. ~~City Planner/Zoning Inspector for the Planning Board, and the City Planner/Zoning Inspector or Zoning Officer for the Zoning Board of Adjustment.~~

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Board Engineer – shall be the engineer dually appointed and of record by the respective Board.

Sexually Oriented Business – As defined by N.J.S. 2C-34-7 et. seq. and the requirements established therewithin.

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30-23 PROVISIONS APPLICABLE TO BOTH THE PLANNING BOARD AND ZONING BOARD OF ADJUSTMENT.

30-23.8 Meeting Attendance of Applicants

If an application is scheduled to be heard, the applicant shall notify the Board Secretary a minimum of two (2) business days before the scheduled hearing date if said applicant desires to postpone the hearing in writing. In addition, ~~the applicant, at the discretion of the Chair, is required to have a representative appear before the Board to state, for the official record, why the postponement is requested. The Board may, at its discretion, grant the postponement or deny the application without prejudice. The Board may, at its discretion, require re-notification of the application if a postponement is granted.~~

30-29.2 Notice Requirements for Hearings.

a. *Public Notice.* Public notice of a hearing shall be given in the following cases:

4. At any other time the Board shall require notice as part of an application, hearing or other act the Board deems fit for the application to re-notice in the interest of the public.

30-39.1 Development Coordinator.

The Development Coordinator shall be the City ~~Planner~~ Planner unless another person is appointed by the Governing Body. The Development Coordinator shall officially receive all Applications for Development, determine if they are complete, and, if not, notify the applicant of deficiencies. The Development Coordinator, in consultation with the Zoning Officer, shall determine which local Board, official or agency has jurisdiction over the application and the Development Coordinator shall forward copies to Federal, State and local agencies required or requested to review the application. (2000 Code § 30-39.1)

30-39.4 ~~City~~ The Planning and Zoning Board Engineer(s) (Board Engineer).

The ~~City Engineer~~Board Engineer, as defined in this Chapter, shall be responsible for the following provisions of this chapter:

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- a. Review all engineering plans accompanying Applications for Development referred by the Boards, Development Review Committee or Development Coordinator.
- b. Inspection, when requested by either Board, of improvements constructed or installed as part of any Application for Development other than those which are the responsibility of the Construction Official.
- c. Certification, when necessary, before acceptance, that all such improvements meet applicable City Codes and ordinances.

30-45.3 Certificate of ~~Zoning~~ Resolution Compliance.

- a. When application is made for a ~~Zoning Permit~~ Resolution Compliance that requires the issuance of permits under the Uniform Construction Code (N.J.A.C. 5:23 et seq.) for the construction of a new building or an addition to the ground level footprint of an existing building, an application for a ~~Certificate of Zoning Compliance~~ Resolution Compliance shall also be made upon payment of a fee of twenty (\$20.00) dollars, which shall cover the cost of a final inspection by the Zoning Officer. The Zoning Officer shall inspect for the satisfactory completion of landscaping, driveway pavement, sidewalk and curb repair/replacement and street tree plantings, as well as for compliance with the ~~Zoning Permit Resolution of the Planning or Zoning Board~~. A copy of the approved Compliance ~~Certificate of Zoning Compliance Resolution Compliance~~ shall be transmitted to the Construction Official by the Director of Planning and Redevelopment or their designee.
- b. No land or new construction shall be occupied or used in whole or in part for any purpose whatsoever until a ~~Certificate of Zoning Compliance~~ Resolution Compliance and/or Zoning Permit shall have been issued by the Zoning Enforcement Officer stating that the use of the land or building complies with the provisions of this chapter.
- c. No Certificate of Resolution Compliance for any land or structure shall be granted until all required improvements or conditions of approval have been met, installed or completed. A temporary Certificate of Resolution Compliance may be issued but only for a specific period, upon such conditions as the Development Coordinator may impose, such as bonding, to ensure the completion or installation of any such improvements unfinished because of weather or unforeseen delay. The installation of any required public or private improvements may also be delayed if the ~~City Engineer~~Board Engineer warrants in writing to the Development Coordinator that the delay is in the best interest of the City.

30-47.1 General.

a. If the Development Coordinator determines that the application requires action by the Board of Adjustment, it shall be forwarded to the Board of Adjustment Secretary and the applicant shall be responsible for providing notice as set forth in subsection 30-29.2. The ~~Board of Adjustment~~ Development Coordinator shall refer the application to those agencies required to review the application and any other agency which ~~it feels~~ may assist them in its deliberations. ~~If the application entails site plan approval, the Board of Adjustment may refer the site plan to the Planning Board for its review and nonbinding recommendation which shall be returned to the Board of Adjustment within thirty (30) days of referral.~~

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30-49 PERFORMANCE AND MAINTENANCE GUARANTEES.

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30-49.1 General.

As per P.L. 2017 Chapter 312, Senate, Number 3233 which amends Section 41 of p.L. 1975, c. 291 (C. 40:55D-53) the City hereby adopts the following regulations.

Guarantees required; surety; release. a. Before filing of final subdivision plats or recording of minor subdivision deeds or as a condition of final site plan approval or as a condition to the issuance of a zoning permit pursuant to subsection d. of section 52 of P.L.1975, c.291 (C.40:55D-65), the municipality may require and shall accept in accordance with the standards adopted by ordinance and regulations adopted pursuant to section 1 of P.L.1999, c.68 (C.40:55D-53a) for the purpose of assuring the installation and maintenance of certain on-tract improvements, the furnishing of a performance guarantee, and provision for a maintenance guarantee in accordance with paragraphs (1) and (2) of this subsection. If a municipality has adopted an ordinance requiring a successor developer to furnish a replacement performance guarantee, as a condition to the approval of a permit update under the State Uniform Construction Code, for the purpose of updating the name and address of the owner of property on a construction permit, the governing body may require and shall accept in accordance with the standards adopted by ordinance and regulations adopted pursuant to section 1 of P.L.1999, c.68 (C.40:55D-53a) for the purpose of assuring the installation and maintenance of certain on-tract improvements, the furnishing of a performance guarantee, and provision for a maintenance guarantee, in accordance with paragraphs (1) and (2) of this subsection.

(1) (a) As required this Ordinance , the developer shall furnish a performance guarantee in favor of the municipality in an amount not to exceed 120% of the cost of installation of only those improvements required by an approval or developer's agreement, ordinance, or regulation to be dedicated to a public entity, and that have not yet been installed, which cost shall be determined by the ~~municipality~~ Board Engineer, as defined by this chapter, according to the

method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4), for the following improvements as shown on the approved plans or plat: streets, pavement, gutters, curbs, sidewalks, street lighting, street trees, surveyor's monuments, as shown on the final map and required by "the map filing law," P.L.1960, c.141 (C.46:23-9.9 et seq.; repealed by section 2 of P.L.2011, c.217) or N.J.S.46:26B-1 through N.J.S.46:26B-8, water mains, sanitary sewers, community septic systems, drainage structures, public improvements of open space, and any grading necessitated by the preceding improvements.

The ~~municipality~~Board Engineer, as defined by this chapter, shall prepare an itemized cost estimate of the improvements covered by the performance guarantee, which itemized cost estimate shall be appended to each performance guarantee posted by the obligor.

(b) A municipality may also require a performance guarantee to include, within an approved phase or section of a development privately-owned perimeter buffer landscaping, as required by local ordinance or imposed as a condition of approval.

At the developer's option, a separate performance guarantee may be posted for the privately-owned perimeter buffer landscaping.

(c) In the event that the developer shall seek a temporary certificate of occupancy for a development, unit, lot, building, or phase of development, as a condition of the issuance thereof, the developer shall, if required by an ordinance adopted by the municipality, furnish a separate guarantee, referred to herein as a "temporary certificate of occupancy guarantee," in favor of the municipality in an amount equal to 120% of the cost of installation of only those improvements or items which remain to be completed or installed under the terms of the temporary certificate of occupancy and which are required to be installed or completed as a condition precedent to the issuance of the permanent certificate of occupancy for the development, unit, lot, building or phase of development and which are not covered by an existing performance guarantee. Upon posting of a "temporary certificate of occupancy guarantee," all sums remaining under a performance guarantee, required pursuant to subparagraph (a) of this paragraph, which relate to the development, unit, lot, building, or phase of development for which the temporary certificate of occupancy is sought, shall be released. The scope and amount of the "temporary certificate of occupancy guarantee" shall be determined by the zoning officer, ~~city~~municipal engineer, as defined by this Chapter, or other municipal official designated by ordinance. At no time may a municipality hold more than one guarantee or bond of any type with respect to the same line item. The temporary certificate of occupancy guarantee shall be released by the zoning officer, ~~municipal city~~Board Engineer, as defined by this Chapter, or other municipal official designated by ordinance upon the issuance of a permanent certificate of occupancy with regard to the development, unit, lot, building, or phase as to which the temporary certificate of occupancy relates.

(d) A developer shall, furnish to the municipality a "safety and stabilization guarantee," in favor of the municipality. At the developer's option, a "safety and stabilization guarantee" may be furnished either as a separate guarantee or as a line item of the performance guarantee. A "safety and stabilization guarantee" shall be available to the municipality solely for the purpose of returning property that has been disturbed to a safe and stable condition or otherwise

implementing measures to protect the public from access to an unsafe or unstable condition, only in the circumstance that:

(i) site disturbance has commenced and, thereafter, all work on the development has ceased for a period of at least 60 consecutive days following such commencement for reasons other than force majeure, and

(ii) work has not recommenced within 30 days following the provision of written notice by the municipality to the developer of the municipality's intent to claim payment under the guarantee. A municipality shall not provide notice of its intent to claim payment under a "safety and stabilization guarantee until a period of at least 60 days has elapsed during which all work on the development has ceased for reasons other than force majeure. A municipality shall provide written notice to a developer by certified mail or other form of delivery providing evidence of receipt.

The amount of a "safety and stabilization guarantee for a development with bonded improvements in an amount not exceeding \$100,000 shall be \$5,000.

The amount of a "safety and stabilization guarantee for a development with bonded improvements exceeding \$100,000 shall be calculated as a percentage of the bonded improvement costs of the development or phase of development as follows:

\$5,000 for the first \$100,000 of bonded improvement costs, plus

two and a half percent of bonded improvement costs in excess of \$100,000 up to \$1,000,000, plus

one percent of bonded improvement costs in excess of \$1,000,000.

A municipality shall release a separate "safety and stabilization guarantee" to a developer upon the developer's furnishing of a performance guarantee which includes a line item for safety and stabilization in the amount required under this paragraph.

A municipality shall release a "safety and stabilization guarantee" upon the ~~municipal city~~ Board Engineer's, as defined by this chapter, determination that the development of the project site has reached a point that the improvements installed are adequate to avoid any potential threat to public safety.³

(2) (a) As required by this ordinance, the developer shall post with the municipality, prior to the release of a performance guarantee required pursuant to subparagraph (a), subparagraph (b), or both subparagraph (a) and subparagraph (b) of paragraph (1) of this subsection, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the improvements which are being released.

(b) If required, the developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the municipal engineer,

a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4).

(c) The term of the maintenance guarantee shall be for a period not to exceed two years and shall automatically expire at the end of the established term.

(3) In the event that other governmental agencies or public utilities automatically will own the utilities to be installed or the improvements are covered by a performance or maintenance guarantee to another governmental agency, no performance or maintenance guarantee, as the case may be, shall be required by the municipality for such utilities or improvements.

b. The time allowed for installation of the bonded improvements for which the performance guarantee has been provided may be extended by the governing body by resolution. As a condition or as part of any such extension, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an amount not to exceed 120% of the cost of the installation, which cost shall be determined by the municipal engineer according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4) as of the time of the passage of the resolution.

c. If the required bonded improvements are not completed or corrected in accordance with the performance guarantee, the obligor and surety, if any, shall be liable thereon to the municipality for the reasonable cost of the improvements not completed or corrected and the municipality may either prior to or after the receipt of the proceeds thereof complete such improvements. Such completion or correction of improvements shall be subject to the public bidding requirements of the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.).

d. (1) Upon substantial completion of all required street improvements (except for the top course) and appurtenant utility improvements, and the connection of same to the public system, the obligor may request of the governing body in writing, by certified mail addressed in care of the municipal clerk, that the municipal engineer prepare, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section, a list of all uncompleted or unsatisfactory completed bonded improvements. If such a request is made, the obligor shall send a copy of the request to the municipal engineer. The request shall indicate which bonded improvements have been completed and which bonded improvements remain uncompleted in the judgment of the obligor. Thereupon the municipal engineer shall inspect all bonded improvements covered by obligor's request and shall file a detailed list and report, in writing, with the governing body, and shall simultaneously send a copy thereof to the obligor not later than 45 days after receipt of the obligor's request.

(2) The list prepared by the municipal engineer shall state, in detail, with respect to each bonded improvement determined to be incomplete or unsatisfactory, the nature and extent of the incompleteness of each incomplete improvement or the nature and extent of, and remedy for, the

unsatisfactory state of each completed bonded improvement determined to be unsatisfactory. The report prepared by the municipal engineer shall identify each bonded improvement determined to be complete and satisfactory together with a recommendation as to the amount of reduction to be made in the performance guarantee relating to the completed and satisfactory bonded improvement, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section.

e. (1) The governing body, by resolution, shall either approve the bonded improvements determined to be complete and satisfactory by the municipal engineer, or reject any or all of these bonded improvements upon the establishment in the resolution of cause for rejection, and shall approve and authorize the amount of reduction to be made in the performance guarantee relating to the improvements accepted, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section. This resolution shall be adopted not later than 45 days after receipt of the list and report prepared by the municipal engineer. Upon adoption of the resolution by the governing body, the obligor shall be released from all liability pursuant to its performance guarantee with respect to those approved bonded improvements, except for that portion adequately sufficient to secure completion or correction of the improvements not yet approved; provided that 30% of the amount of the total performance guarantee and "safety and stabilization guarantee posted may be retained to ensure completion and acceptability of all improvements. The safety and stabilization guarantee shall be reduced by the same percentage as the performance guarantee is being reduced at the time of each performance guarantee reduction.

For the purpose of releasing the obligor from liability pursuant to its performance guarantee the amount of the performance guarantee attributable to each approved bonded improvement shall be reduced by the total amount for each such improvement, in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section, including any contingency factor applied to the cost of installation. If the sum of the approved bonded improvements would exceed 70 percent of the total amount of the performance guarantee, then the municipality may retain 30 percent of the amount of the total performance guarantee and "safety and stabilization guarantee to ensure completion and acceptability of bonded improvements, as provided above, except that any amount of the performance guarantee attributable to bonded improvements for which a "temporary certificate of occupancy guarantee has been posted shall be released from the performance guarantee even if such release would reduce the amount held by the municipality below 30 percent.

(2) If the municipal engineer fails to send or provide the list and report as requested by the obligor pursuant to subsection d. of this section within 45 days from receipt of the request, the obligor may apply to the court in a summary manner for an order compelling the municipal engineer to provide the list and report within a stated time and the cost of applying to the court, including reasonable attorney's fees, may be awarded to the prevailing party.

If the governing body fails to approve or reject the bonded improvements determined by the municipal engineer to be complete and satisfactory or reduce the performance guarantee for the

complete and satisfactory improvements within 45 days from the receipt of the municipal engineer's list and report, the obligor may apply to the court in a summary manner for an order compelling, within a stated time, approval of the complete and satisfactory improvements and approval of a reduction in the performance guarantee for the approvable complete and satisfactory improvements in accordance with the itemized cost estimate prepared by the municipal engineer and appended to the performance guarantee pursuant to subsection a. of this section; and the cost of applying to the court, including reasonable attorney's fees, may be awarded to the prevailing party.

(3) In the event that the obligor has made a cash deposit with the municipality or approving authority as part of the performance guarantee, then any partial reduction granted in the performance guarantee pursuant to this subsection shall be applied to the cash deposit in the same proportion as the original cash deposit bears to the full amount of the performance guarantee, provided that if the developer has furnished a "safety and stabilization guarantee, the municipality may retain cash equal to the amount of the remaining safety and stabilization guarantee.

f. If any portion of the required bonded improvements is rejected, the approving authority may require the obligor to complete or correct such improvements and, upon completion or correction, the same procedure of notification, as set forth in this section shall be followed.

g. Nothing herein, however, shall be construed to limit the right of the obligor to contest by legal proceedings any determination of the governing body or the municipal engineer.

h. (1) The obligor shall reimburse the municipality for reasonable inspection fees paid to the municipal engineer for the foregoing inspection of improvements; which fees shall not exceed the sum of the amounts set forth in subparagraphs (a) and (b) of this paragraph. The municipality may require the developer to post the inspection fees in escrow in an amount:

(a) not to exceed, except for extraordinary circumstances, the greater of \$500 or 5% of the cost of bonded improvements that are subject to a performance guarantee under subparagraph (a), subparagraph (b), or both subparagraph (a) and subparagraph (b) of paragraph (1) of subsection a. of this section; and

(b) not to exceed 5% of the cost of private site improvements that are not subject to a performance guarantee under subparagraph (a) of paragraph (1) of subsection a. of this section, which cost shall be determined pursuant to section 15 of P.L.1991, c.256 (C.40:55D-53.4).

(2) For those developments for which the inspection fees total less than \$10,000, fees may, at the option of the developer, be paid in two installments. The initial amount deposited in escrow by a developer shall be 50% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the municipal engineer for inspections, the developer shall deposit the remaining 50% of the inspection fees.

(3) For those developments for which the inspection fees total \$10,000 or greater, fees may, at the option of the developer, be paid in four installments. The initial amount deposited in escrow by a developer shall be 25% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the municipal engineer for inspection, the developer shall make additional deposits of 25% of the inspection fees.

(4) If the municipality determines that the amount in escrow for the payment of inspection fees, as calculated pursuant to subparagraphs (a) and (b) of paragraph (1) of this subsection, is insufficient to cover the cost of additional required inspections, the municipality may require the developer to deposit additional funds in escrow provided that the municipality delivers to the developer a written inspection escrow deposit request, signed by the municipal engineer, which: informs the developer of the need for additional inspections, details the items or undertakings that require inspection, estimates the time required for those inspections, and estimates the cost of performing those inspections.

i. In the event that final approval is by stages or sections of development pursuant to subsection a. of section 29 of P.L.1975, c.291 (C.40:55D-38), the provisions of this section shall be applied by stage or section.

j. To the extent that any of the improvements have been dedicated to the municipality on the subdivision plat or site plan, the municipal governing body shall be deemed, upon the release of any performance guarantee required pursuant to subsection a. of this section, to accept dedication for public use of streets or roads and any other improvements made thereon according to site plans and subdivision plats approved by the approving authority, provided that such improvements have been inspected and have received final approval by the municipal engineer.

(cf: P.L.2013, c.123, s.3)

30-50.1 General.

All improvements required by the Planning Board shall, before being accepted by the City Council, be covered by a maintenance bond running in favor of the City of Asbury Park in

~~the amount of fifteen (15%) percent of the estimated cost of the improvements as estimated by the City Engineer Board Engineer. The maintenance bond shall run for a period of two (2) years and shall provide for the proper repair and/or replacement of any such improvements during the period. The two (2) year period shall be from the date of the acceptance of the improvements by the City, and no performance guarantee shall be released by the City until such time as the maintenance bond herein required has been posted with the City. (2000 Code § 30-50.1)~~

As required by this Ordinance amending the City Code, the developer shall post with the municipality, prior to the release of a performance guarantee required pursuant to subparagraph (a), subparagraph (b), or both subparagraph (a) and subparagraph (b) of paragraph (1) of this subsection, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the improvements which are being released.

(b) As required, the developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the municipal engineer, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4).

(c) The term of the maintenance guarantee shall be for a period not to exceed two years and shall automatically expire at the end of the established term.



**Asbury Park, New Jersey
ORDINANCE NO. 2018-42**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XX
“ENVIRONMENTAL REGULATIONS” ADDING SECTION 20-3 PLASTIC BAGS OF
THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter XX, entitled “Environmental Regulations,” of the “Code of the City of Asbury Park, New Jersey” is hereby amended and supplemented in order to add a new Section 20-3 thereof, to be known as “Plastic Bags,” as follows:

CHAPTER XX

ENVIRONMENTAL REGULATIONS

20-3 PLASTIC BAGS.

20-3.1 Purpose.

The purpose of these provisions is to promote and operationalize:

- a. The protection of unique coastal resources found in the City of Asbury Park and identified for protection in policies of the NJDEP - Coastal Management Program; 42 U.S.C. 6901, *et seq.* Solid Waste Disposal Act.
- b. Compliance with federal and state mandates for Clean Water (including National Pollutant Discharge Elimination System Permit Program) 33 U.S.C. 1251, *et seq.* - Clean Water Act; N.J.S.A. 58:10A-1, *et seq.* - New Jersey Water Pollution Control Act.
- c. A reduction in the amount of plastic material that is manufactured, transported, handled/processed, and discarded, and the impacts associated with such activities.
- d. A reduction in the amount of waste/debris throughout the City of Asbury Park and bordering waterways, and the amount of material going to landfills.

20-3.2 Definitions.

“Carryout bag” means a single-use or reusable bag that is: (1) provided by a covered store to a customer at the point of sale and is used to carry goods from such store; or (2) provided by a street vendor. Such term shall not include reusable carryout bags or exempt bags.

“City” shall mean the City of Asbury Park.

“City Manager” shall mean the City Manager of the City of Asbury Park or his/her designee(s) authorized to carry out the provisions of this Section.

“Covered store” means (i) a food service establishment and (ii) a retail or wholesale establishment engaged in the sale of personal, consumer or household items including but not limited to drug stores, pharmacies, grocery stores, supermarkets, convenience food stores, food marts, or other retail establishments of any kind, that provide carryout bags to consumers in which to place items purchased or obtained at such establishment.

“Exempt bag” means any of the following: (i) a bag without handles to carry produce, meats, dry goods, dry cleaning, or other non-prepackaged food items to the point of sale within a store or market to prevent such food items from coming into direct contact, and/or intended to stop cross-contamination with other purchased items; (ii) a bag provided by a pharmacy to carry prescription drugs; or (iii) a bag associated with any purchase related to an individual(s) receiving public assistance, such as the New Jersey State Supplemental Nutritional Assistance Program, EBT Program, or New Jersey State Special Supplemental Nutrition Program for women, infants and children as full or partial payment, fixed income or disability; or (iv) any other bag to be exempted from the provisions of this Section as determined by the City Manager or his/her designee.

“Food service establishment” shall mean any establishment located in the City which serves made to order food for dine in, take out or delivery.

“Reusable carryout bag” means a bag with handles that is specifically designed and manufactured for multiple reuse and is either:

- (i) made of cloth or other machine washable fabric;
- (ii) made of durable plastic that is at least 2.25 mils thick; or
- (iii) defined as a reusable bag by the City Manager or his/her designee.

“Street vendor” means any person or business peddling, vending, selling, or displaying for sale on a seasonal or one-time basis any merchandise or food that is presented from a mobile setting including a vehicle, cart, tent, table, or stand. This includes all businesses at farmers markets, street festivals, and other events requiring group or special event permits.

20-3.3 Use of Single-Use Plastic Carryout Bags Prohibited.

Effective February 1, 2019, no operator of any covered store or street vendor within the City shall provide any single-use plastic carryout bag to any customer for the purpose of enabling a customer to transport products or goods out of the covered store or from the point of purchase, except in accordance with the provisions of this Section. Nothing in this Section shall be read to preclude operators of covered stores or street vendors from providing single-use paper bags to customers for a fee in accordance with Subsection 20-3.4 of this Chapter or from making reusable carryout bags available for sale to customers. No operator or street vendor shall

preclude customers from using their own reusable carryout bags.

20-3.4 Carryout Bag Fee.

a. Effective February 1, 2019, an operator of a covered store or a street vendor may provide a customer with a single-use plastic carryout bag, provided that the operator or street vendor shall impose and collect a fee of \$0.05 for each single-use plastic carryout bag provided to the customer. No covered store or street vendor shall be required to charge such fee for an exempt bag. All monies collected under this Section shall be retained by the covered store or street vendor.

b. No covered store or street vendor shall charge a carryout bag fee for bags of any kind provided by the customer in lieu of a carryout bag provided by any such covered store or street vendor.

c. No covered store or street vendor shall charge or prevent a person from using a bag of any kind that they have brought to any such covered store or street vendor for purposes of carrying goods from such store or street vendor.

20-3.5 Outreach and Education.

a. The City Manager or his/her designee shall establish an outreach and education program aimed at educating residents and covered stores on reducing the use of single-use carryout bags and increasing the use of reusable carryout bags.

b. To the extent practicable, the City Manager or his/her designee shall seek the assistance of private entities and local not-for-profit organizations to provide and distribute reusable carryout bags to residents and to covered stores.

20-3.6 Enforcement.

a. Any notice of violation issued pursuant to this Section shall be returnable in the City's municipal court, which shall have the power to impose penalties as provided herein.

b. The City Manager shall designate appropriate staff to enforce this Section, including but not limited to representatives of the Code Enforcement Department, Public Works Department, Building Department and the Recycling Coordinator.

20-3.7 Penalty.

Any person who is convicted of a violation of this Section shall, upon conviction, be liable to the penalties set forth in Chapter I, Section 1-5, of the City Code.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-42 which was finally adopted by the City Council at a meeting held on the 24th day of October, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-43**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XX
"ENVIRONMENTAL REGULATIONS" BY ADDING SECTION 20.6 "INVASIVE
PLANTS" OF THE "CODE OF THE CITY OF ASBURY PARK, NEW JERSEY."**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that Chapter XX "Environmental Regulations" Section 20-6 "Invasive Plants" of the "Code of the City of Asbury Park, New Jersey is hereby amended and supplemented in order to add the following:

CHAPTER XX

INVASIVE PLANTS

20-6.1 Purpose.

It is hereby found and declared that it will be the public policy of City of Asbury Park to take action to protect and promote the public health through the control of the growth of invasive plant species.

20-6.2 Definitions.

INVASIVE PLANTS

All native and non-native vines and vegetation that grow out of place and are competitive, persistent, and pernicious. These plants may damage trees, vegetation, or structures. Examples include but are not limited to bamboo (clumping, spreading or running type), ragweed, multi flora rose, kudzu-vine and poison ivy or oak.

20-6.3 Control of Growth.

All persons must control the growth of invasive plants. Failure to control the spread of such vegetation beyond the boundaries of a resident's property is a violation of this chapter.

All new in-ground plantings of invasive plants are strictly prohibited. All existing plantings must be contained by appropriate physical barriers to prevent the growth or spread of existing invasive species beyond the boundaries of a resident's property

20-6.4 Inspections.

All places and premises in the City of Asbury Park shall be subject to inspection by the enforcing officer. Such inspections shall be performed by such person, persons or agency duly authorized and appointed by the City of Asbury Park. Such inspection shall be made if that official has reason to believe that any section of this chapter is being violated. The City Manager shall appoint staff to carry out inspections to comply with this Chapter.

20-6.5 Penalty.

A penalty or penalties for the conviction of a violation under this Section shall be governed by Chapter I Section 5 General Penalty (1-5 General Penalty) of the City Code.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-43 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-44**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XVIII “SEWERS”
OF THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY”**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter XVIII “SEWERS” Section 20-3 “of the “Code of the City of Asbury Park, New Jersey is hereby amended and supplemented in order to amend the following:

**CHAPTER XVIII
SEWERS**

18-1 ESTABLISHMENT OF SEWER SYSTEM AS A PUBLIC UTILITY.

The municipal sewer system consisting of main sewers, lateral sewers, sewage treatment or disposal plants, sewage receptacles, pumping stations, and any and all improvements, erections, works, establishments, and fixtures to provide proper sewage and drainage for the City and controlled and managed by the City, whether owned or controlled by it, is hereby created and established as a municipal public utility for all the purposes of the local bond law of New Jersey and the local budget law of the State of New Jersey. This municipal public utility is hereby found and determined to be a utility, enterprise or purpose authorized to be undertaken by the City and for which it may receive rates, rentals or other charges for or in connection with the uses and services of such municipal public utility which shall be held, used and applied in accordance with the provisions of the local bond law and the local budget law and any other applicable laws. (2000 Code § 18-1)

18-2 SEWER CONNECTIONS.

18-2.1 Application; Connection Charges; Compliance Required.

- a. No connection with the public sewers shall be made until a written application, filled out upon a form to be furnished by the Bureau of Roads and Sewers and signed by the owner of the property to be connected, or an authorized agent, is made to the City Engineer or his/her designee and his/her permission obtained.
- b. The Bureau may make all connections with the street sewers, laying the service pipe from the street sewer to the curblin, for which work the charge shall be the actual cost to the Bureau for the work and supervision, and the charge shall be made against the property or its owner and shall become due and payable immediately upon the completion of the work.
- c. The City Engineer or his/her designee may grant permission to plumbers or others to make connections with the street sewer pipes, but such work must be done in compliance with any reasonable conditions that the City Engineer or his/her designee may require.

d. As per Senate Bill 1247 of 2018, if there is a material increase to the level of demand for any new construction of additional service units requested, an additional fee shall apply to the amount of the higher demand/usage. As used in this section, “materially increases” means any increase in the number of service units; or any other change which increases the level of use or demand on the sewerage system by 15 percent or more over the highest actual annual use and demand that existed during the prior 10-year period immediately preceding the addition, alteration, or change in use; provided, however, that, if the property has been connected to the sewerage system for less than 10 years, the average level of use and demand shall be calculated based on the actual period of connection.

(2000 Code § 18-2.1; Ord. No. 2961)

e. As per Senate Bill 1247 of 2018 the following shall be in effect:

(1). The City established within its rates or schedules a 50% reduction in the connection fee or tapping fee assessed pursuant to section 8 of P.L.1946, c.138 (C.40:14A-8) for new connections to the sewerage system which is to be charged to public housing authorities, to non-profit organizations building affordable housing projects, and to any other affordable housing, including affordable housing units in inclusionary projects.

(2). For units previously connected to the authority's system that were demolished or refurbished to allow for new affordable housing units and for which a connection or tapping fee was previously paid, a county, regional or municipal sewerage authority shall establish within its rates or schedules a credit against the connection fee or tapping fee to be assessed for connection with the sewerage system to public housing authorities, non-profit organizations building affordable projects , and to any other affordable housing, including affordable housing units in inclusionary projects. The credit shall be the connection fee or tapping fee previously assessed and paid for connection with the sewerage system for units previously connected to the authority's system.

(3). The connection fee or tapping fee assessable against a public housing authority, non-profit organization , or other affordable housing owner, for units previously connected to the authority's system that were demolished or refurbished to allow for new affordable housing units, including affordable housing units in inclusionary projects, shall be the lesser of the reduced rate provided for in subsection a. of this section, or the current non-reduced rate applicable to other types of housing developments minus the credit provided under subsection b. of this section for units for which a connection fee or tapping fee was previously paid, provided that said public housing authority, non-profit organization , or other affordable housing owner can establish the

connection fee or tapping fee was previously assessed and paid for connection with the system. If the same cannot be established, the reduced rate provided for in subsection a. of this section shall be assessed

18-2.2 Connection Required; Permission Required to Connect.

a. Connection Required.

1. **Sewer Connection.** The owner of every existing house, building or structure, and the owner of every house, building or structure hereafter to be constructed or acquired which may be occupied or used by human beings located on their property along the line of any public sewer created shall, at the same time the water company taps in service and the meters installed, connect and hookup the sewage facilities emanating from such house, building or structure.

2. **Penalty.** If any person violates the provisions of this paragraph a. by failing to comply with any order, in accordance with the provisions hereof, within thirty (30) days after notice, the proper officials shall file a complaint and, upon conviction, the person shall be liable to the penalty stated in Chapter I, Section 1-5.

b. **Permission to Connect.** No person shall break into the street sewer pipes, or injure them in any manner while excavating, or make a house connection without obtaining permission from the City Engineer or his/her designee.

(2000 Code § 18-2.2; Ord. No. 2961)

18-2.3 Prohibited Sewer Connections.

No cellar drains, no area drains, no roof leaders, no sump pumps or downspouts, and no garbage and refuse disposal units shall be connected to the sewer system. (Garbage disposals, both residential and commercial, are allowed to be connected provided they are used for grinding of food waste only and are water flush operated.) (2000 Code § 18-2.3)

18-3 BUREAU OF ROADS AND SEWERS.

18-3.1 Duties of Officials.

a. Within the Department of Public Works there shall be a Bureau of Roads and Sewers. Except for general collection duties assigned herein, the City Engineer or such other official as authorized by the City shall exercise general supervision and control and shall be in direct charge of the sewer system of the City, including all physical plants and properties connected therewith. The supervision and control is subject to the provisions of this chapter and such other ordinances and resolutions as may be passed from time to time by the Mayor and City Council.

b. The Sewer Utility Collection Clerk, or such other person as may be designated by the City Engineer or such other official as authorized by the City, under the direction of the Tax Collector, shall:

1. Have charge of all the books and records of the Sewer Utility.

2. Bill and make all collections of fees for the use of sewer facilities including opening of any streets or sidewalks for introduction or change of sewer fixtures.

(2000 Code § 18-3.1; Ord. No. 2961)

18-3.2 Action of Agents or Employees of the Sewer Utility.

No agent or employee of the Sewer Utility shall have authority to bind the Sewer Utility or the City by any promise, agreement or representation not provided for by this chapter unless such authority is given in writing and approved by a resolution of the Mayor and City Council. (2000 Code § 18-3.2; Ord. No. 2961)

18-3.3 Inspections.

- a. *Entry.* The City Engineer or any authorized employee of the Sewer Utility or any person designated by the City Manager or City Engineer or such other official as authorized by the City for that purpose may, at all reasonable hours, enter the premises of any sewer service user for the purposes of inspecting any water or sewer connection or service equipment.
- b. *Fixtures and Meters.* The City Engineer or such other designated person is authorized to enter any premises as herein provided to examine the meter; read the meter; make all necessary tests; examine all pipes and fixtures for conformity with the provisions of this chapter; and check the number of fixtures connected to the sewer or water service.
- c. The laterals connecting the waste water plumbing system of the property to the collection mains of the sewer utility shall be the responsibility of the property owner. Lateral shall mean: the physical wastewater conveyance pipe, beginning at the point at which the pipe penetrates (exits) the foundation of the principal structure of the property (or ancillary structure, if one exists), and ending at the point at which said pipe directly connects to the collection main (including the connection itself) within the public right of way.

(2000 Code § 18-3.3; Ord. No. 2961)

18-4 RESTRICTIONS ON SEWER USE.

18-4.1 Prohibited Sewer Discharges.

No person shall discharge or cause to be discharged any of the following described waters or wastes in any portion of the sewer system of the City:

- a. Liquid or vapor having a temperature higher than one hundred fifty (150°F) degrees Fahrenheit;
- b. Any water or waste which may contain more than one hundred (100 p.p.m.) parts per million by way of fat, oil, or grease;
- c. Any gasoline, benzene, naphthol, fuel oil, paints, lacquers, or other inflammable or explosive liquids, solids, or wastes including plating solutions, chromium, zinc or other toxic heavy metals, cyanides including solvents;
- d. Any garbage or trash and medical wastes, including food and entrails;
- e. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, paunch, manure, cloth or paper diapers, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or which otherwise interferes with the proper operation of the sewer works;

- f. Any waters or wastes having a pH lower than 5.3 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of sewage works. pH shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution;
- g. Any waters or waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewer treatment process or constitute a hazard to humans or animals or to create any hazards in receiving waters of the Sewage Treatment Plant;
- h. Any waters or wastes containing suspended solids of such character or quantity that unusual attention or expense is required to handle such materials at the Sewage Treatment Plant;
- i. Any noxious malodorous gas or substance capable of creating a public nuisance.
- j. Water waste containing phenols;
- k. Any water or waste containing or causing excessive discoloration;
- l. Unusual volume of flow or concentration of waste constituting "slugs" (fifteen (15) minutes or more of flow of five (5) times the average twenty-four (24) hour flow on property under normal operating conditions);
- m. Wastewater containing unusual B.O.D. (Biochemical Oxygen Demand under standard laboratory procedure in five (5) days when incubated at twenty (20°C) degrees Centigrade);
- n. Waste or wastewater containing radioactive material.

(2000 Code § 18-4.1; Ord. No. 2961)

18-5 SEWER RATES.

18-5.1 Sewer Rental Charges.

- a. The Mayor and City Council, by separate resolution, shall impose a sewer rental charge for the use, operation, maintenance and construction of the sewer system within the geographical limits of the sewer area of the City upon the owners of the properties within the limits of the sewer area and served thereby at the rates therein established as follows. In the event that no rate resolution is passed, the existing rates shall continue in effect.

Annual flat/demand/customer service rate shall be as calculated below in subsection 18-6.1; plus

- a. A charge for each building and/or unit in which water is consumed which shall be based upon the rate per thousand gallons or part thereof consumed in such building or unit.
- b. Where the use of property is producing waste material, which imposed a burden on the sewerage system or requires pretreatment, an additional surcharge against the property producing the waste commensurate with the added costs shall be fixed.
- c. Repealed.
- d. The user charge, as fixed by the City, shall be reviewed and revised periodically to reflect actual costs of treatment works operation.

(2000 Code § 18-5.1; Ord. No. 2660 § I)

- e. As per Senate Bill 1247 in 2018:

(1). The City shall provide a credit applicable toward a connection or tapping fee to be charged

for a reconnection of a disconnected property that was previously connected to the sewerage system, provided that:

- (a) the property has been connected to the sewerage system for at least 20 years; and
- (b) service charges have been paid for the property in at least one of the last five years.
- (c). The credit required under subsection a. of this section shall be calculated as follows:

(2) If the reconnection does not require any new physical connection or does not increase the nature or size of the service or the number of services units, or does not expand the use of the sewerage system, the credit shall be equal in amount to the new connection or tapping fee.

(3) If the reconnection requires a new physical connection, increases the nature or size of the service or the number of service units, or expands the use of the sewerage system, the credit shall be equal in amount to any connection or tapping fee previously paid for the property, and the sewerage authority shall charge the difference between the credit and the connection or tapping fee for the new use or class.

(4) If no connection or tapping fee was ever paid for the property, but all service charges due and owing on the property have been paid for at least 20 years, the credit shall be equal in amount to the new connection or tapping fee; provided, however, that any charges due and owing pursuant to paragraph (2) of this subsection shall be paid.

c. If no connection or tapping fee was ever paid for a disconnected property that is to be reconnected and which was previously connected to the sewerage system for at least 20 years, the sewerage authority shall charge, in addition to any amount due and owing after application of a credit pursuant to this section, a connection or tapping fee equal to the lesser of:

(5) 20 percent of the service charges that would have been paid based upon the usage for the last full year that the property was connected to the sewerage system for the period from the date of the disconnection from the sewerage system to the date of the new connection; or

(6) the new connection fee.

a. A credit shall not be allowed under this section for a property that has been disconnected from the sewerage system for more than five years.

b. As used in this section, “disconnected property” means a property that has been

physically disconnected from the sewerage system or a property not physically disconnected but to which service has been discontinued without payments being made. A “disconnected property” shall not include a property that has been temporarily disconnected from the sewerage system or to which service has been discontinued without payments being made for less than 12 consecutive months and is being reconnected as it existed, prior to the temporary disconnection or discontinuance of service.

2. a. For a property connected to the sewerage system for less than 20 years, a the City shall charge an additional connection or tapping fee for an addition, alteration, or change in use that materially increases the level of use and imposes a greater demand on the sewerage system, but does not involve a new physical connection of the property to the sewerage system.

b. The connection or tapping fee authorized by subsection a. of this section shall be equal to the amount by which the increased use and demand on the sewerage system exceeds the use and demand that existed prior to such addition, alteration, or change in use.

c. Nothing in this section shall be construed to preclude a local unit operating a county or municipal sewerage facility from charging a new or additional connection or tapping fee for any new or additional connection of a property to the sewerage system, or for any increase in the size of an existing connection ¹or for any new construction of additional service units connected¹ to the sewerage system that ¹materially¹ increases the level of use or demand on the sewerage system.

d. As used in this section, “materially increases” means any increase in the number of service units; or any other change which increases the level of use or demand on the sewerage system by 15 percent or more over the highest actual annual use and demand that existed during the prior 10-year period immediately preceding the addition, alteration, or change in use; provided, however, that, if the property has been connected to the sewerage system for less than 10 years, the average level of use and demand shall be calculated based on the actual period of connection.

3. a. The City shall provide a credit applicable toward a connection or tapping fee to be charged for a reconnection of a disconnected property that was previously connected to the sewerage system, provided that:

(1) the property has been connected to the sewerage system for at least 20 years; and

(2) service charges have been paid for the property in at least one of the last five years.

b. The credit required under subsection a. of this section shall be calculated as follows:

(1) If the reconnection does not require any new physical connection or does not increase the nature or size of the service or the number of services units, or does not expand the use of the sewerage system, the credit shall be equal in amount to the new connection or tapping fee.

(2) If the reconnection requires a new physical connection, increases the nature or size of the service or the number of service units, or expands the use of the sewerage system, the credit shall be equal in amount to any connection or tapping fee previously paid for the property, and the local unit shall charge the difference between the credit and the connection or tapping fee for the new use or class.

(3) If no connection or tapping fee was ever paid for the property, but all service charges due and owing on the property have been paid for at least 20 years, the credit shall be equal in amount to the new connection or tapping fee; provided, however, that any charges due and owing pursuant to paragraph (2) of this subsection shall be paid.

c. If no connection or tapping fee was ever paid for a disconnected property that is to be reconnected and which was previously connected to the sewerage system for at least 20 years, the local unit shall charge, in addition to any amount due and owing after application of a credit pursuant to this section, a connection or tapping fee equal to the lesser of:

(1) 20 percent of the service charges that would have been paid based upon the usage for the last full year that the property was connected to the sewerage system for the period from the date of the disconnection from the sewerage system to the date of the new connection; or

(2) the new connection fee.

d. A credit shall not be allowed under this section for a property that has been disconnected from the sewerage system for more than five years.

e. As used in this section, “disconnected property” means a property that has been physically disconnected from the sewerage system or a property not physically disconnected but to which service has been discontinued without payments being made. A “disconnected property” shall not include a property that has been temporarily disconnected from the sewerage system or to which service has been discontinued without payments being made for less than 12

consecutive months and is being reconnected as it existed, prior to the temporary disconnection or discontinuance of service.

4. a. A local unit operating a county or municipal sewerage facility shall establish within its rates or schedules a 50% reduction in the connection fee or tapping fee assessed pursuant to N.J.S.40A:26A-11 for new connections to the sewerage system which is to be charged to public housing authorities, non-profit organizations building affordable housing projects, and any other affordable housing, including affordable housing units in inclusionary projects.

b. For units previously connected to the local unit's system that were demolished or refurbished to allow for new affordable housing units and for which a connection or tapping fee was previously paid, a local unit operating a county or municipal sewerage facility shall establish within its rates or schedules a credit against the connection fee or tapping fee to be assessed for connection with the sewerage system to public housing authorities, non-profit organizations building affordable projects, and to any other affordable housing, including affordable housing units in inclusionary projects. The credit shall be the connection fee or tapping fee previously assessed and paid, for connection with the sewerage system for units previously connected to the local unit's system.

c. The connection fee or tapping fee assessable against a public housing authority, non-profit organization, or other affordable housing owner, for units previously connected to the local unit's system that were demolished or refurbished to allow for new affordable housing units, including affordable housing units in inclusionary projects, shall be the lesser of the reduced rate provided for in subsection a. of this section, or the current non-reduced rate applicable to other types of housing developments minus the credit provided under subsection b. of this section for units for which a connection fee or tapping fee was previously paid, provided that such public housing authority, non-profit organization, or other affordable housing owner can establish the connection fee or tapping fee was previously assessed and paid for connection with the system. If such previous assessment and payment cannot be established, the reduced rate provided for in subsection a. of this section shall be assessed.

5 a. For a property connected to the water supply system for less than 20 years, the City shall charge an additional connection or tapping fee for an addition, alteration, or change in use that materially increases the level of use and imposes a greater demand on the water supply

system, but does not involve a new physical connection of the property to the water supply system.

b. The connection or tapping fee authorized by subsection a. of this section shall be equal to the amount by which the increased use and demand on the water supply system exceeds the use and demand that existed prior to such addition, alteration, or change in use.

c. Nothing in this section shall be construed to preclude a local unit operating a county or municipal water supply facility from charging a new or additional connection or tapping fee for any new or additional connection of a property to the water supply system, or for any increase in the size of an existing connection ²or for any new construction of additional service units connected² to the water supply system that ²materially² increases the level of use or demand on the water supply system.

d. As used in this section, “materially increases” means any increase in the number of service units; or any other change which increases the level of use or demand on the water supply system by 15 percent or more over the highest actual annual use and demand that existed during the prior 10-year period immediately preceding the addition, alteration, or change in use; provided, however, that, if the property has been connected to the water supply system for less than 10 years, the average level of use and demand shall be calculated based on the actual period of connection.

18-5.2 Costs Not Attributable to Users to Be Distributed Among Users.

The costs of operation and maintenance for flows not directly attributable to users (i.e., infiltration and/or inflow) if any, shall be distributed among the various classes of users and shall be included in the charges set by this section. (2000 Code § 18-5.2)

18-5.3 Notification of Rate and User Charge.

Each rate payer shall be notified at least annually of the rate and that portion of the user charge which are attributable to the wastewater treatment services (cost of operation, maintenance and repair). (2000 Code § 18-5.3)

18-5.4 Water Used in Manufacture of a Product.

Water used solely as an ingredient in the manufacture of a product such as ice or beverage making not for on-premises consumption, if such water is metered separately by the water company, is exempt from this section. (2000 Code § 18-5.4)

18-5.5 Charge for Uncollected Check.

A charge of twenty-five (\$25.00) dollars shall be added to each and any account(s) for which there is any uncollectible check or draft. Such draft or check shall not be redeposited nor

resubmitted for collection to the bank or draft depository. (2000 Code § 18-5.5)

18-5.6 Sewer Connection Fees; Permit Required.

- a. In addition to sewer service charges imposed under subsection 18-5.1, a connection fee in accordance with the terms of this section shall be imposed for connection of any property to the sewerage system. The connection fee shall be uniform within each class of users and shall be calculated in accordance with N.J.S.A. 40A:26A-11. The Mayor and Council of the City of Asbury Park shall, by separate resolution, determine the sewerage connection fee on an annual basis at the end of each budget year, or as soon thereafter as an audit may be completed to properly determine the capital base of the City of Asbury Park in its sewerage system. The proposed revisions to the sewer connection fee shall be the subject of a public hearing.
- b. Connection fees shall be paid at the time that a sewer permit application is made for either service to a new residential or nonresidential unit, building, facility or structure or, as required by this section, for additional capacity for an existing nonresidential use. The issuance of a valid sewer permit shall be a condition precedent to the issuance of a building permit for any new residential or nonresidential unit, building, facility or structure or existing nonresidential building, facility or structure for which an additional building permit is required.
- c. Connection fees for nonresidential users shall be based upon the projected usage multiplied by the rate per gallon per day of the sewer connection fee. A minimum sewer connection charge per unit for nonresidential users shall be imposed, in an amount equal to the residential connection fee.
- d. Projected flows for nonresidential users shall be determined by the City Engineer pursuant to the current version of N.J.S.A. 7:14A-23, "Technical Requirements for Treatment Works Applications," whenever practicable. In the event that a type of use is not listed in N.J.A.C. 7:14A-23, the City Engineer shall use his or her best judgment in determining estimated sewer usage. The City may adopt additions or exceptions to the flow projections contained in N.J.A.C. 7:14-23.3 by resolution. For the purpose of calculations, any reference, to "seat" or "person" in N.J.A.C. 7:14A-23 or in any projected flow criteria adopted by the City shall be deemed to mean the maximum permitted occupancy established pursuant to the Uniform Construction Code and/or the Uniform Fire Code.
- e. In the event that an application is made for sewer service to a nonresidential building or unit for which the types or sizes of the uses therein have not been determined by the applicant, or are subject to change in the future, a connection fee shall be assessed based upon the maximum potential estimated sewer usage in the building or unit.
- f. An application for additional capacity shall be made by any existing nonresidential user whenever there is an increase in the projected sewer usage for any existing building or unit resulting from an increase in size in the building or unit. A connection fee shall be charged to the nonresidential user based upon the increase in estimated sewer usage associated with the aforesaid increase in size.
- g. In the event that an application is made to reinstate sewer service to a residential structure that was previously abandoned or terminated when the prior structure was demolished or substantially totally destroyed because of catastrophe, no additional connection fee shall be due provided that the application for service is made within two (2) years of the date of the prior termination of service.

h. In the event that an application is made to reinstate sewer service to a non-residential structure that was previously abandoned or terminated when the prior structure was demolished or substantially totally destroyed because of catastrophe, no additional connection fee shall be due, provided that: (1) the applicant has continued to pay sewer service charges for the property on a quarterly basis as those charges became due, and (2) there is no change in the estimated sewer usage of the building. In the event that condition (1) herein has been satisfied, but there will be an increase in the estimated sewer usage of the building, then the applicant shall pay a connection fee only on the amount of the increase in the estimated sewer usage.

(Ord. No. 2660; Ord. No. 2964)

18-6 SCHEDULE OF RATES AND SERVICE CHARGES.

18-6.1 Flat/Demand/Customer Service Charge and Tap/Connection Charge.

Any property owner connected to the sewer system or who is required to connect to the sewer system shall pay a full annual charge in accordance with the following schedule: (See subsection 18-6.3 for establishment of fees.)

<i>Meter Size</i>	<i>Service Charge</i>	<i>Tap Fee</i>
5/8 inch		
3/4 inch		
1 inch		
1 1/2 inch		
2 inch		
3 inch		
4 inch		
6 inch		
8 inch		

(2000 Code §18-6.1)

18-6.2 Charge for Annual Sewer Service for Each Property.

The amount to be paid for annual sewer service for each property connected or required to be connected shall be charged not less than one (1) flat/demand/customer service charge plus a charge equal to fifty (50) times per one thousand (1,000) gallons of water computed in the premises as reported to the Sewer Utility by the privately-owned water company servicing the property. (2000 Code §18-6.2)

18-6.3 Amounts to Be Established by Resolution.

The above amounts are to be set by resolution as indicated in this section by the Mayor and Council on an annual basis or shall remain as set for the previous year if no new resolution is passed. (2000 Code §18-6.3)

18-6.4 Meter and Services Exempt from Charges.

a. A property owner may request an exemption from the payment of monthly sewage charges for the following water metered service lines:

1. A metered fire service line that is not connected, by-passed or attached utilizing any other means of connection to the domestic water side of the building.
2. A lawn irrigation and/or lawn sprinkler system that is not connected, by-passed or attached utilizing any other means of connection to the domestic water side of the building.

b. *Application Procedure.*

1. The applicant shall file an application entitled "Request for Metered Exemption Charges" with the Plumbing Subcode Official for the City.
2. The applicant shall provide reasonable access, during normal business hours, to the Plumbing Subcode Official to review and certify that no cross connections exist and that the metering device seeking exemption is not tied into the domestic line.

c. *Certification Procedure.*

1. Upon inspection and approval by the Plumbing Subcode Official, a copy of the approved application shall be forwarded to the Tax Collector or other City agency that has responsibility for assessing those charges.
2. The Tax Collector or other City agency having responsibility for assessing sewer charges, shall then exempt that metering device for the next sewer billing cycle and each and every cycle thereafter.

d. *Penalties and Enforcement.*

1. Any metering device that has been granted an exemption but which has been illegally connected on the domestic side of the water service to the building, shall be subject to a daily fine equal to monthly charges that would have been incurred from the date of violation to the date of exemption granted.
2. The City reserves the right to discontinue sewer service if the improper reconnection jeopardizes any requirements of the laws and regulations of the New Jersey Department of Environmental Protection.

(Ord. No. 2929)

18-7 TIME OF PAYMENT OF SEWER RENTAL CHARGES.

Sewer rental shall be payable to the Sewer Utility Clerk or such other persons appointed by the City, in advance, on a quarterly basis each year and every year thereafter, or such time as designated by the City of Asbury Park Sewer Utility. (2000 Code § 18-7)

18-8 USE OF WELLS; OTHER USES.

18-8.1 Premises Served by Wells.

Houses, buildings, stores, premises, and apartment units being served by their own wells, but being connected to the sewer system, shall have their respective wells properly metered by

the Sewer Utility at the owner's expense and shall pay the sewage rate as determined by the meter and provided for in this section, with the exception of wells used solely for watering lawns. (2000 Code §18-8.1)

18-8.2 Rate Charges and Other Cases.

The sewer rental in all cases not covered by this section and where the use of property is other than as permitted by the zoning ordinance of the City where a special use permit is required or for any industrial use which produces a waste material discharge in the sewer system shall be established by the City by separate contract in such amount as would be proportionate to its use of the waste sewer system. (2000 Code §18-8.2)

18-9 DELINQUENT PAYMENTS.

18-9.1 Rental Charge Payable.

Delinquent payments, late charges, interest and costs shall become a lien upon the property of the rate payer for which the payments are delinquent. (2000 Code §18-9.1)

18-9.2 Interest Charged.

If the sewer rental charge imposed herein is not paid on the date due, it shall become delinquent and shall bear interest thereon at the rate of eight (8%) percent per annum on the first one thousand five hundred (\$1,500.00) dollars of the delinquency and eighteen (18%) percent per annum on any amount in excess of one thousand five hundred (\$1,500.00) dollars to be calculated from the date the sewer rental charge was payable until the date of actual payment. (2000 Code §18-9.2)

18-9.3 Charges Not Paid and Disconnection(s).

(1) If any sewer rental charge payment herein shall remain unpaid in whole or in part for a period of six (6) consecutive months, the City shall have the right to enter upon the property and disconnect the property sewer system from the City sewer system in such a manner as shall be appropriate under the circumstances. The rate payer shall be responsible for all costs involved in the disconnecting and reconnecting of the sewer system, which shall be paid to the City prior to reconnection. (2000 Code §18-9.3)

(2) a. The City shall provide a credit applicable toward a connection or tapping fee to be charged for a reconnection of a disconnected property that was previously connected to the water supply system, provided that:

- (1) the property has been connected to the water supply system for at least 20 years; and
- (2) service charges have been paid for the property in at least one of the last five years.

b. The credit required under subsection a. of this section shall be calculated as follows:

(1) If the reconnection does not require any new physical connection or does not increase the nature or size of the service or the number of services units, or does not expand the use of the water supply system, the credit shall be equal in amount to the new connection or tapping fee.

(2) If the reconnection requires a new physical connection, increases the nature or size of the service or the number of service units, or expands the use of the water supply system, the credit shall be equal in amount to any connection or tapping fee previously paid for the property, and the local unit shall charge the difference between the credit and the connection or tapping fee for the new use or class.

(3) If no connection or tapping fee was ever paid for the property, but all service charges due and owing on the property have been paid for at least 20 years, the credit shall be equal in amount to the new connection or tapping fee; provided, however, that any charges due and owing pursuant to paragraph (2) of this subsection shall be paid.

c. If no connection or tapping fee was ever paid for a disconnected property that is to be reconnected and which was previously connected to the water supply system for at least 20 years, the local unit shall charge, in addition to any amount due and owing after application of a credit pursuant to this section, a connection or tapping fee equal to the lesser of:

(1) 20 percent of the service charges that would have been paid based upon the usage for the last full year that the property was connected to the water supply system for the period from the date of the disconnection from the water supply system to the date of the new connection; or

(2) the new connection fee.

d. A credit shall not be allowed under this section for a property that has been disconnected from the water supply system for more than five years.

e. As used in this section, “disconnected property” means a property that has been physically disconnected from the water supply system or a property not physically disconnected but to which service has been discontinued without payments being made. A “disconnected property” shall not include a property that has been temporarily disconnected from the water supply system or to which service has been discontinued without payments being made for less than 12 consecutive months and is being reconnected as it existed, prior to the temporary disconnection or discontinuance of service.

18-9.4 Appeals.

a. In the event any person shall dispute any rental charge or late fee, he/she shall file with the Sewer Collection Clerk, or such other designated person, his/her reason for disputing the rental charge or tap fee on the form provided by the Sewer Utility Clerk within fifteen (15) days of his/her receipt of the charges.

b. Within fifteen (15) days of the filing of the dispute, the City representative shall advise the rate payer, in writing, of the decision. In the event the rate payer is not satisfied with the decision, they may file an appeal on forms provided by the Sewer Utility within fifteen (15) days of the City representative's decision to the Appeals Board.

c. The Appeals Board shall, within thirty (30) days, hold a hearing as to only those issues set forth in the rate payer's appeal forms. After the day of the hearing, the Appeals Board shall render its decision within ten (10) days, which shall be final and binding upon all parties.

d. The Board of Appeals shall consist of the City Manager or his/her designee, City Finance Officer and City Tax Assessor.

(2000 Code §18-9.4; Ord. No. 2590)

18-10 CAPPING OF SEWER LINE REQUIRED PRIOR TO DEMOLITION OF BUILDINGS.

Any sewer shall be capped before there is any demolition of a building. (2000 Code §18-10)

18-11 PENALTY.

The penalty for violation of any provisions of this chapter, where no other penalty, fine, or imprisonment is provided, shall be, upon conviction, the penalty stated in Chapter I, Section 1-5. This penalty shall be in addition to any different type of penalty or sanction provided for in this section. (2000 Code §18-11; New)

18-12 SEWER CONNECTION OR EXTENSION PERMIT.

18-12.1 Purpose.

The purpose of this section is to institute a procedure for obtaining approval for sewer connections or endorsements for sewer extensions, as defined herein. (2000 Code §18-12.1)

18-12.2 Definitions.

As used in this section:

Actual flow shall mean the volume of sewage and other wastes which a domestic treatment works receives; actual flow shall be determined by the arithmetic average of the metered daily volumes of waste received at a treatment works for the preceding period of three (3) consecutive calendar months. Where peak flows have been determined by the City Engineer or his/her designee to be seasonal in nature, the seasonal peak flow shall be used in determining actual flow.

Adequate conveyance capacity shall mean that in the downstream sewers, the peak dry weather flow does not exceed eighty (80%) percent of the depth of the pipe and the peak wet weather flow does not result in the overflows or discharges from any manhole.

Committed flow or **projected flow** shall mean the sum of the actual flow plus the sum of all flows which are anticipated from connections which have been approved but are not yet in operation. The flow to be anticipated from any such connection shall be that flow referred to in the approval from the City.

Connection shall mean any physical or operational change to a collection system or to

the plumbing or piping of any building, project facility or other structure, either proposed or existing, for which a building permit or other municipal approval including site plan and subdivision approval is required, which connects directly or indirectly to any portion of a domestic treatment works and for which the projected design flow exceeds four hundred (400) gallons per day, but is less than two thousand (2,000) gallons per day.

Connection approval shall mean an approval permit to construct and operate a sewer connection.

Design flow shall mean the average volume of wastewater, which a domestic treatment works was designed to treat or convey, or the maximum permissible volume of flow to a domestic treatment works as established by a NJPDES permit, or a treatment works approval, whichever permit or approval is most recently issued.

Domestic Treatment Works shall mean the publicly operated treatment works located in Asbury Park which treats and processes domestic wastes together with any groundwater, surface water, stormwater or industrial process water that may be present.

Endorsement shall mean a resolution, adopted by the City Council, endorsing the project for which an extension is required for purposes of permitting application to be made to the New Jersey Department of Environmental Protection for Treatment Works Approval.

Extension shall mean a connection, as defined herein, for which the design flow equals or exceeds two thousand (2,000) gallons per day.

Maximum sewage treatment capacity shall mean the hydraulic, biological or sludge handling capability necessary to meet the terms and conditions of the NJPDES permit.

Person shall mean any individual, corporation, company, partnership, firm, association, owner or operator of a treatment works, political subdivision of this State or any State or State agency.

Sewage Authority shall mean the City of Asbury Park.

Waters of the State shall mean the ocean and its estuaries, all streams, springs, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State or subject to its jurisdiction.

(2000 Code §18-12.2)

18-12.3 Sewer Connection/Extension Approvals.

The City, its boards, officers and agents shall not permit a street to be opened or a connection, as herein defined, to be made unless an approval has been granted for such connection by resolution of the Governing Body of the City pursuant to the procedure set forth herein. (2000 Code §18-12.3)

18-12.4 Conditional Approval of Building Projects.

The City, its boards, officers and agents shall condition the approval of any building projects by way of preliminary or final subdivision or site plan approval, building permit or other form of approval, which will require a sewer connection, upon the terms and requirements of this section. (2000 Code §18-12.4)

18-12.5 Connection Application.

a. *Procedure.* The Office of Planning and Zoning shall provide the applicant with copies of these regulations, a connection/extension application form, a request for endorsement form (for extensions only) and information on water conservation plumbing.

1. The applicant shall submit the application for a connection/extension along with the appropriate documentation, including a water conservation plan, to the Office of Planning and Zoning.

2. After review of the application, the Office of Planning and Zoning shall notify the City Council of the results of its review. Before making a decision, the City may request that additional documentation be supplied. When additional information is not supplied as requested, the City may deny the application and reapplication will be necessary.

3. If the Council finds that the submitted water conservation and plumbing plan is acceptable, it shall approve the application by resolution. The applicant shall submit a copy of the resolution to the Department of Public Works prior to the issuance of a street opening permit.

4. If the City Council finds that the application constitutes an extension, as defined herein, it may endorse the extension by resolution for purposes of obtaining the Treatment Works Approval from the New Jersey Department of Environmental Protection, as required under N.J.A.C. 7:14-2.1 and 7:14A-12.1 et seq.

5. Upon receipt of a Treatment Works Approval for sewer extension, the applicant shall submit copies of the approval, with a copy of the resolution of the City Council endorsing the extension, to the Department of Public Maintenance prior to the issuance of street opening permits to the connections to the treatment works.

b. *Transfer of Approval.* A connection/extension approval granted for a specific property is not transferable to any other property and is only transferable to another person if the original circumstances which justified granting the approval have not changed.

c. *Other Obligations.* The granting of a connection/extension approval by the City does not relieve the applicant from complying with all other State and local requirements, including 201 Facilities and 208 Water Quality Management Plans and obtaining the requisite treatment works approval from the New Jersey Department of Environmental Protection for extensions.

(2000 Code §18-12.5)

18-12.6 Violations and Penalties.

a. Any person violating any provision of this section shall, upon conviction, be liable to the penalty stated in Chapter I, Section 1-5.

b. Except as otherwise provided, each and every day in which a violation of this section exists shall constitute a separate violation.

(2000 Code §18-12.7)

18-12.7 Regulations.

The City Manager or his/her designee is hereby authorized to enact reasonable and necessary regulations for the purpose of implementing this section. (2000 Code §18-12.8)

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-44 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CINDY A. DYE
CITY CLERK

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XVIII
“SEWERS” OF THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter XVIII “SEWERS” Section 20-3 “of the “Code of the City of Asbury Park, New Jersey is hereby amended and supplemented in order to amend the following:

**CHAPTER XVIII
SEWERS**

18-1 ESTABLISHMENT OF SEWER SYSTEM AS A PUBLIC UTILITY.

The municipal sewer system consisting of main sewers, lateral sewers, sewage treatment or disposal plants, sewage receptacles, pumping stations, and any and all improvements, erections, works, establishments, and fixtures to provide proper sewage and drainage for the City and controlled and managed by the City, whether owned or controlled by it, is hereby created and established as a municipal public utility for all the purposes of the local bond law of New Jersey and the local budget law of the State of New Jersey. This municipal public utility is hereby found and determined to be a utility, enterprise or purpose authorized to be undertaken by the City and for which it may receive rates, rentals or other charges for or in connection with the uses and services of such municipal public utility which shall be held, used and applied in accordance with the provisions of the local bond law and the local budget law and any other applicable laws. (2000 Code § 18-1)

18-2 SEWER CONNECTIONS.

18-2.1 Application; Connection Charges; Compliance Required.

- a. No connection with the public sewers shall be made until a written application, filled out upon a form to be furnished by the Bureau of Roads and Sewers and signed by the owner of the property to be connected, or an authorized agent, is made to the City Engineer or his/her designee and his/her permission obtained.
- b. The Bureau may make all connections with the street sewers, laying the service pipe from the street sewer to the curblin, for which work the charge shall be the actual cost to the Bureau for the work and supervision, and the charge shall be made against the property or its owner and shall become due and payable immediately upon the completion of the work.
- c. The City Engineer or his/her designee may grant permission to plumbers or others to make connections with the street sewer pipes, but such work must be done in compliance with any reasonable conditions that the City Engineer or his/her designee may require.

d. As per Senate Bill 1247 of 2018, if there is a material increase to the level of demand for any new construction of additional service units requested, an additional fee shall apply to the amount of the higher demand/usage. As used in this section, "materially increases" means any increase in the number of service units; or any other change which increases the level of use or demand on the sewerage system by 15 percent or more over the highest actual annual use and demand that existed during the prior 10-year period immediately preceding the addition, alteration, or change in use; provided, however, that, if the property has been connected to the sewerage system for less than 10 years, the average level of use and demand shall be calculated based on the actual period of connection.

(2000 Code § 18-2.1; Ord. No. 2961)

e. As per Senate Bill 1247 of 2018 the following shall be in effect:

(1). The City established within its rates or schedules a 50% reduction in the connection fee or tapping fee assessed pursuant to section 8 of P.L.1946, c.138 (C.40:14A-8) for new connections to the sewerage system which is to be charged to public housing authorities, to non-profit organizations building affordable housing projects, and to any other affordable housing, including affordable housing units in inclusionary projects.

(2). For units previously connected to the authority's system that were demolished or refurbished to allow for new affordable housing units and for which a connection or tapping fee was previously paid, a county, regional or municipal sewerage authority shall establish within its rates or schedules a credit against the connection fee or tapping fee to be assessed for connection with the sewerage system to public housing authorities, non-profit organizations building affordable projects, and to any other affordable housing, including affordable housing units in inclusionary projects. The credit shall be the connection fee or tapping fee previously assessed and paid for connection with the sewerage system for units previously connected to the authority's system.

(3). The connection fee or tapping fee assessable against a public housing authority, non-profit organization, or other affordable housing owner, for units previously connected to the authority's system that were demolished or refurbished to allow for new affordable housing units, including affordable housing units in inclusionary projects, shall be the lesser of the reduced rate provided for in subsection a. of this section, or the current non-reduced rate applicable to other types of housing developments minus the credit provided under subsection b. of this section for

units for which a connection fee or tapping fee was previously paid, provided that said public housing authority, non-profit organization , or other affordable housing owner can establish the connection fee or tapping fee was previously assessed and paid for connection with the system. If the same cannot be established, the reduced rate provided for in subsection a. of this section shall be assessed

18-2.2 Connection Required; Permission Required to Connect.

a. *Connection Required.*

1. Sewer Connection. The owner of every existing house, building or structure, and the owner of every house, building or structure hereafter to be constructed or acquired which may be occupied or used by human beings located on their property along the line of any public sewer created shall, at the same time the water company taps in service and the meters installed, connect and hookup the sewage facilities emanating from such house, building or structure.

2. Penalty. If any person violates the provisions of this paragraph a. by failing to comply with any order, in accordance with the provisions hereof, within thirty (30) days after notice, the proper officials shall file a complaint and, upon conviction, the person shall be liable to the penalty stated in Chapter I, Section 1-5.

b. *Permission to Connect.* No person shall break into the street sewer pipes, or injure them in any manner while excavating, or make a house connection without obtaining permission from the City Engineer or his/her designee.

(2000 Code § 18-2.2; Ord. No. 2961)

18-2.3 Prohibited Sewer Connections.

No cellar drains, no area drains, no roof leaders, no sump pumps or downspouts, and no garbage and refuse disposal units shall be connected to the sewer system. (Garbage disposals, both residential and commercial, are allowed to be connected provided they are used for grinding of food waste only and are water flush operated.) (2000 Code § 18-2.3)

18-3 BUREAU OF ROADS AND SEWERS.

18-3.1 Duties of Officials.

a. Within the Department of Public Works there shall be a Bureau of Roads and Sewers. Except for general collection duties assigned herein, the City Engineer or such other official as authorized by the City shall exercise general supervision and control and shall be in direct charge of the sewer system of the City, including all physical plants and properties connected therewith. The supervision and control is subject to the provisions of this chapter and such other ordinances and resolutions as may be passed from time to time by the Mayor and City Council.

b. The Sewer Utility Collection Clerk, or such other person as may be designated by the City Engineer or such other official as authorized by the City, under the direction of the Tax Collector, shall:

1. Have charge of all the books and records of the Sewer Utility.
2. Bill and make all collections of fees for the use of sewer facilities including opening of any streets or sidewalks for introduction or change of sewer fixtures.

(2000 Code § 18-3.1; Ord. No. 2961)

18-3.2 Action of Agents or Employees of the Sewer Utility.

No agent or employee of the Sewer Utility shall have authority to bind the Sewer Utility or the City by any promise, agreement or representation not provided for by this chapter unless such authority is given in writing and approved by a resolution of the Mayor and City Council. (2000 Code § 18-3.2; Ord. No. 2961)

18-3.3 Inspections.

a. *Entry.* The City Engineer or any authorized employee of the Sewer Utility or any person designated by the City Manager or City Engineer or such other official as authorized by the City for that purpose may, at all reasonable hours, enter the premises of any sewer service user for the purposes of inspecting any water or sewer connection or service equipment.

b. *Fixtures and Meters.* The City Engineer or such other designated person is authorized to enter any premises as herein provided to examine the meter; read the meter; make all necessary tests; examine all pipes and fixtures for conformity with the provisions of this chapter; and check the number of fixtures connected to the sewer or water service.

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c. The laterals connecting the waste water plumbing system of the property to the collection mains of the sewer utility shall be the responsibility of the property owner. Lateral shall mean: the physical wastewater conveyance pipe, beginning at the point at which the pipe penetrates (exits) the foundation of the principal structure of the property (or ancillary structure, if one exists), and ending at the point at which said pipe directly connects to the collection main (including the connection itself) within the public right of way.

(2000 Code § 18-3.3; Ord. No. 2961)

18-4 RESTRICTIONS ON SEWER USE.

18-4.1 Prohibited Sewer Discharges.

No person shall discharge or cause to be discharged any of the following described waters or wastes in any portion of the sewer system of the City:

- a. Liquid or vapor having a temperature higher than one hundred fifty (150°F) degrees Fahrenheit;
- b. Any water or waste which may contain more than one hundred (100 p.p.m.) parts per million by way of fat, oil, or grease;
- c. Any gasoline, benzene, naphthol, fuel oil, paints, lacquers, or other inflammable or explosive liquids, solids, or wastes including plating solutions, chromium, zinc or other toxic heavy metals, cyanides including solvents;
- d. Any garbage or trash and medical wastes, including food and entrails;
- e. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, paunch, manure, cloth or paper diapers, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or which otherwise interferes with the proper operation of the sewer works;
- f. Any waters or wastes having a pH lower than 5.3 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of sewage works. pH shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution;

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- g. Any waters or waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewer treatment process or constitute a hazard to humans or animals or to create any hazards in receiving waters of the Sewage Treatment Plant;
- h. Any waters or wastes containing suspended solids of such character or quantity that unusual attention or expense is required to handle such materials at the Sewage Treatment Plant;
- i. Any noxious malodorous gas or substance capable of creating a public nuisance.
- j. Water waste containing phenols;
- k. Any water or waste containing or causing excessive discoloration;
- l. Unusual volume of flow or concentration of waste constituting "slugs" (fifteen (15) minutes or more of flow of five (5) times the average twenty-four (24) hour flow on property under normal operating conditions);
- m. Wastewater containing unusual B.O.D. (Biochemical Oxygen Demand under standard laboratory procedure in five (5) days when incubated at twenty (20°C) degrees Centigrade);
- n. Waste or wastewater containing radioactive material.

(2000 Code § 18-4.1; Ord. No. 2961)

18-5 SEWER RATES.

18-5.1 Sewer Rental Charges.

a. The Mayor and City Council, by separate resolution, shall impose a sewer rental charge for the use, operation, maintenance and construction of the sewer system within the geographical limits of the sewer area of the City upon the owners of the properties within the limits of the sewer area and served thereby at the rates therein established as follows. In the event that no rate resolution is passed, the existing rates shall continue in effect.

Annual flat/demand/customer service rate shall be as calculated below in subsection 18-6.1; plus

a. A charge for each building and/or unit in which water is consumed which shall be based upon the rate per thousand gallons or part thereof consumed in such building or unit.

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b. Where the use of property is producing waste material, which imposed a burden on the sewerage system or requires pretreatment, an additional surcharge against the property producing the waste commensurate with the added costs shall be fixed.

c. Repealed.

d. The user charge, as fixed by the City, shall be reviewed and revised periodically to reflect actual costs of treatment works operation.

(2000 Code § 18-5.1; Ord. No. 2660 § I)

e. As per Senate Bill 1247 in 2018:

(1). The City shall provide a credit applicable toward a connection or tapping fee to be charged for a reconnection of a disconnected property that was previously connected to the sewerage system, provided that:

(a) the property has been connected to the sewerage system for at least 20 years; and

(b) service charges have been paid for the property in at least one of the last five years.

(c). The credit required under subsection a. of this section shall be calculated as follows:

(2) If the reconnection does not require any new physical connection or does not increase the nature or size of the service or the number of services units, or does not expand the use of the sewerage system, the credit shall be equal in amount to the new connection or tapping fee.

(3) If the reconnection requires a new physical connection, increases the nature or size of the service or the number of service units, or expands the use of the sewerage system, the credit shall be equal in amount to any connection or tapping fee previously paid for the property, and the sewerage authority shall charge the difference between the credit and the connection or tapping fee for the new use or class.

(4) If no connection or tapping fee was ever paid for the property, but all service charges due and owing on the property have been paid for at least 20 years, the credit shall be equal in amount to the new connection or tapping fee; provided, however, that any charges due and owing pursuant to paragraph (2) of this subsection shall be paid.

c. If no connection or tapping fee was ever paid for a disconnected property that is to be reconnected and which was previously connected to the sewerage system for at least 20 years, the sewerage authority shall charge, in addition to any amount due and owing after application of a credit pursuant to this section, a connection or tapping fee equal to the lesser of:

(5) 20 percent of the service charges that would have been paid based upon the usage for the last full year that the property was connected to the sewerage system for the period from the date of the disconnection from the sewerage system to the date of the new connection; or

(6) the new connection fee.

a. A credit shall not be allowed under this section for a property that has been disconnected from the sewerage system for more than five years.

b. As used in this section, “disconnected property” means a property that has been physically disconnected from the sewerage system or a property not physically disconnected but to which service has been discontinued without payments being made. A “disconnected property” shall not include a property that has been temporarily disconnected from the sewerage system or to which service has been discontinued without payments being made for less than 12 consecutive months and is being reconnected as it existed, prior to the temporary disconnection or discontinuance of service.

2. a. For a property connected to the sewerage system for less than 20 years, a the City shall charge an additional connection or tapping fee for an addition, alteration, or change in use that materially increases the level of use and imposes a greater demand on the sewerage system, but does not involve a new physical connection of the property to the sewerage system.

b. The connection or tapping fee authorized by subsection a. of this section shall be equal to the amount by which the increased use and demand on the sewerage system exceeds the use and demand that existed prior to such addition, alteration, or change in use.

c. Nothing in this section shall be construed to preclude a local unit operating a county or municipal sewerage facility from charging a new or additional connection or tapping fee for any

new or additional connection of a property to the sewerage system, or for any increase in the size of an existing connection¹ or for any new construction of additional service units connected¹ to the sewerage system that¹ materially¹ increases the level of use or demand on the sewerage system.

d. As used in this section, “materially increases” means any increase in the number of service units; or any other change which increases the level of use or demand on the sewerage system by 15 percent or more over the highest actual annual use and demand that existed during the prior 10-year period immediately preceding the addition, alteration, or change in use; provided, however, that, if the property has been connected to the sewerage system for less than 10 years, the average level of use and demand shall be calculated based on the actual period of connection.

3. a. The City shall provide a credit applicable toward a connection or tapping fee to be charged for a reconnection of a disconnected property that was previously connected to the sewerage system, provided that:

(1) the property has been connected to the sewerage system for at least 20 years; and

(2) service charges have been paid for the property in at least one of the last five years.

b. The credit required under subsection a. of this section shall be calculated as follows:

(1) If the reconnection does not require any new physical connection or does not increase the nature or size of the service or the number of services units, or does not expand the use of the sewerage system, the credit shall be equal in amount to the new connection or tapping fee.

(2) If the reconnection requires a new physical connection, increases the nature or size of the service or the number of service units, or expands the use of the sewerage system, the credit shall be equal in amount to any connection or tapping fee previously paid for the property, and the local unit shall charge the difference between the credit and the connection or tapping fee for the new use or class.

(3) If no connection or tapping fee was ever paid for the property, but all service charges due and owing on the property have been paid for at least 20 years, the credit shall be equal in amount to the new connection or tapping fee; provided, however, that any charges due and owing pursuant to paragraph (2) of this subsection shall be paid.

c. If no connection or tapping fee was ever paid for a disconnected property that is to be reconnected and which was previously connected to the sewerage system for at least 20 years, the local unit shall charge, in addition to any amount due and owing after application of a credit pursuant to this section, a connection or tapping fee equal to the lesser of:

(1) 20 percent of the service charges that would have been paid based upon the usage for the last full year that the property was connected to the sewerage system for the period from the date of the disconnection from the sewerage system to the date of the new connection; or

(2) the new connection fee.

d. A credit shall not be allowed under this section for a property that has been disconnected from the sewerage system for more than five years.

e. As used in this section, “disconnected property” means a property that has been physically disconnected from the sewerage system or a property not physically disconnected but to which service has been discontinued without payments being made. A “disconnected property” shall not include a property that has been temporarily disconnected from the sewerage system or to which service has been discontinued without payments being made for less than 12 consecutive months and is being reconnected as it existed, prior to the temporary disconnection or discontinuance of service.

4. a. A local unit operating a county or municipal sewerage facility shall establish within its rates or schedules a 50% reduction in the connection fee or tapping fee assessed pursuant to N.J.S.40A:26A-11 for new connections to the sewerage system which is to be charged to public

housing authorities, non-profit organizations building affordable housing projects, and any other affordable housing, including affordable housing units in inclusionary projects.

b. For units previously connected to the local unit's system that were demolished or refurbished to allow for new affordable housing units and for which a connection or tapping fee was previously paid, a local unit operating a county or municipal sewerage facility shall establish within its rates or schedules a credit against the connection fee or tapping fee to be assessed for connection with the sewerage system to public housing authorities, non-profit organizations building affordable projects, and to any other affordable housing, including affordable housing units in inclusionary projects. The credit shall be the connection fee or tapping fee previously assessed and paid, for connection with the sewerage system for units previously connected to the local unit's system.

c. The connection fee or tapping fee assessable against a public housing authority, non-profit organization, or other affordable housing owner, for units previously connected to the local unit's system that were demolished or refurbished to allow for new affordable housing units, including affordable housing units in inclusionary projects, shall be the lesser of the reduced rate provided for in subsection a. of this section, or the current non-reduced rate applicable to other types of housing developments minus the credit provided under subsection b. of this section for units for which a connection fee or tapping fee was previously paid, provided that such public housing authority, non-profit organization, or other affordable housing owner can establish the connection fee or tapping fee was previously assessed and paid for connection with the system. If such previous assessment and payment cannot be established, the reduced rate provided for in subsection a. of this section shall be assessed.

5 a. For a property connected to the water supply system for less than 20 years, the City shall charge an additional connection or tapping fee for an addition, alteration, or change in use that materially increases the level of use and imposes a greater demand on the water supply system, but does not involve a new physical connection of the property to the water supply system.

b. The connection or tapping fee authorized by subsection a. of this section shall be equal to the amount by which the increased use and demand on the water supply system exceeds the use and demand that existed prior to such addition, alteration, or change in use.

c. Nothing in this section shall be construed to preclude a local unit operating a county or municipal water supply facility from charging a new or additional connection or tapping fee for any new or additional connection of a property to the water supply system, or for any increase in the size of an existing connection ²or for any new construction of additional service units connected² to the water supply system that ²materially² increases the level of use or demand on the water supply system.

d. As used in this section, “materially increases” means any increase in the number of service units; or any other change which increases the level of use or demand on the water supply system by 15 percent or more over the highest actual annual use and demand that existed during the prior 10-year period immediately preceding the addition, alteration, or change in use; provided, however, that, if the property has been connected to the water supply system for less than 10 years, the average level of use and demand shall be calculated based on the actual period of connection.

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18-5.2 Costs Not Attributable to Users to Be Distributed Among Users.

The costs of operation and maintenance for flows not directly attributable to users (i.e., infiltration and/or inflow) if any, shall be distributed among the various classes of users and shall be included in the charges set by this section. (2000 Code § 18-5.2)

18-5.3 Notification of Rate and User Charge.

Each rate payer shall be notified at least annually of the rate and that portion of the user charge which are attributable to the wastewater treatment services (cost of operation, maintenance and repair). (2000 Code § 18-5.3)

18-5.4 Water Used in Manufacture of a Product.

Water used solely as an ingredient in the manufacture of a product such as ice or beverage making not for on-premises consumption, if such water is metered separately by the water company, is exempt from this section. (2000 Code § 18-5.4)

18-5.5 Charge for Uncollected Check.

A charge of twenty-five (\$25.00) dollars shall be added to each and any account(s) for which there is any uncollectible check or draft. Such draft or check shall not be redeposited nor resubmitted for collection to the bank or draft depository. (2000 Code § 18-5.5)

18-5.6 Sewer Connection Fees; Permit Required.

- a. In addition to sewer service charges imposed under subsection 18-5.1, a connection fee in accordance with the terms of this section shall be imposed for connection of any property to the sewerage system. The connection fee shall be uniform within each class of users and shall be calculated in accordance with N.J.S.A. 40A:26A-11. The Mayor and Council of the City of Asbury Park shall, by separate resolution, determine the sewerage connection fee on an annual basis at the end of each budget year, or as soon thereafter as an audit may be completed to properly determine the capital base of the City of Asbury Park in its sewerage system. The proposed revisions to the sewer connection fee shall be the subject of a public hearing.
- b. Connection fees shall be paid at the time that a sewer permit application is made for either service to a new residential or nonresidential unit, building, facility or structure or, as required by this section, for additional capacity for an existing nonresidential use. The issuance of a valid sewer permit shall be a condition precedent to the issuance of a building permit for any new residential or nonresidential unit, building, facility or structure or existing nonresidential building, facility or structure for which an additional building permit is required.
- c. Connection fees for nonresidential users shall be based upon the projected usage multiplied by the rate per gallon per day of the sewer connection fee. A minimum sewer connection charge per unit for nonresidential users shall be imposed, in an amount equal to the residential connection fee.

d. Projected flows for nonresidential users shall be determined by the City Engineer pursuant to the current version of N.J.S.A. 7:14A-23, "Technical Requirements for Treatment Works Applications," whenever practicable. In the event that a type of use is not listed in N.J.A.C. 7:14A-23, the City Engineer shall use his or her best judgment in determining estimated sewer usage. The City may adopt additions or exceptions to the flow projections contained in N.J.A.C. 7:14-23.3 by resolution. For the purpose of calculations, any reference, to "seat" or "person" in N.J.A.C. 7:14A-23 or in any projected flow criteria adopted by the City shall be deemed to mean the maximum permitted occupancy established pursuant to the Uniform Construction Code and/or the Uniform Fire Code.

e. In the event that an application is made for sewer service to a nonresidential building or unit for which the types or sizes of the uses therein have not been determined by the applicant, or are subject to change in the future, a connection fee shall be assessed based upon the maximum potential estimated sewer usage in the building or unit.

f. An application for additional capacity shall be made by any existing nonresidential user whenever there is an increase in the projected sewer usage for any existing building or unit resulting from an increase in size in the building or unit. A connection fee shall be charged to the nonresidential user based upon the increase in estimated sewer usage associated with the aforesaid increase in size.

g. In the event that an application is made to reinstate sewer service to a residential structure that was previously abandoned or terminated when the prior structure was demolished or substantially totally destroyed because of catastrophe, no additional connection fee shall be due provided that the application for service is made within two (2) years of the date of the prior termination of service.

h. In the event that an application is made to reinstate sewer service to a non-residential structure that was previously abandoned or terminated when the prior structure was demolished or substantially totally destroyed because of catastrophe, no additional connection fee shall be due, provided that: (1) the applicant has continued to pay sewer service charges for the property on a quarterly basis as those charges became due, and (2) there is no change in the estimated sewer usage of the building. In the event that condition (1) herein has been satisfied, but there will be an increase in the estimated sewer usage of the building, then the applicant shall pay a connection fee only on the amount of the increase in the estimated sewer usage.

(Ord. No. 2660; Ord. No. 2964)

18-6 SCHEDULE OF RATES AND SERVICE CHARGES.

18-6.1 Flat/Demand/Customer Service Charge and Tap/Connection Charge.

Any property owner connected to the sewer system or who is required to connect to the sewer system shall pay a full annual charge in accordance with the following schedule: (See subsection 18-6.3 for establishment of fees.)

<i>Meter Size</i>	<i>Service Charge</i>	<i>Tap Fee</i>
5/8 inch		
3/4 inch		
1 inch		
1 1/2 inch		
2 inch		
3 inch		
4 inch		
6 inch		
8 inch		

(2000 Code §18-6.1)

18-6.2 Charge for Annual Sewer Service for Each Property.

The amount to be paid for annual sewer service for each property connected or required to be connected shall be charged not less than one (1) flat/demand/customer service charge plus a charge equal to fifty (50) times per one thousand (1,000) gallons of water computed in the premises as reported to the Sewer Utility by the privately-owned water company servicing the property. (2000 Code §18-6.2)

18-6.3 Amounts to Be Established by Resolution.

The above amounts are to be set by resolution as indicated in this section by the Mayor and Council on an annual basis or shall remain as set for the previous year if no new resolution is passed. (2000 Code §18-6.3)

18-6.4 Meter and Services Exempt from Charges.

- a. A property owner may request an exemption from the payment of monthly sewage charges for the following water metered service lines:
 1. A metered fire service line that is not connected, by-passed or attached utilizing any other means of connection to the domestic water side of the building.
 2. A lawn irrigation and/or lawn sprinkler system that is not connected, by-passed or attached utilizing any other means of connection to the domestic water side of the building.
- b. *Application Procedure.*
 1. The applicant shall file an application entitled "Request for Metered Exemption Charges" with the Plumbing Subcode Official for the City.
 2. The applicant shall provide reasonable access, during normal business hours, to the Plumbing Subcode Official to review and certify that no cross connections exist and that the metering device seeking exemption is not tied into the domestic line.
- c. *Certification Procedure.*
 1. Upon inspection and approval by the Plumbing Subcode Official, a copy of the approved application shall be forwarded to the Tax Collector or other City agency that has responsibility for assessing those charges.
 2. The Tax Collector or other City agency having responsibility for assessing sewer charges, shall then exempt that metering device for the next sewer billing cycle and each and every cycle thereafter.
- d. *Penalties and Enforcement.*
 1. Any metering device that has been granted an exemption but which has been illegally connected on the domestic side of the water service to the building, shall be subject to a daily fine equal to monthly charges that would have been incurred from the date of violation to the date of exemption granted.
 2. The City reserves the right to discontinue sewer service if the improper reconnection jeopardizes any requirements of the laws and regulations of the New Jersey Department of Environmental Protection.

(Ord. No. 2929)

18-7 TIME OF PAYMENT OF SEWER RENTAL CHARGES.

Sewer rental shall be payable to the Sewer Utility Clerk or such other persons appointed by the City, in advance, on a quarterly basis each year and every year thereafter, or such time as designated by the City of Asbury Park Sewer Utility. (2000 Code § 18-7)

18-8 USE OF WELLS; OTHER USES.**18-8.1 Premises Served by Wells.**

Houses, buildings, stores, premises, and apartment units being served by their own wells, but being connected to the sewer system, shall have their respective wells properly metered by the Sewer Utility at the owner's expense and shall pay the sewage rate as determined by the meter and provided for in this section, with the exception of wells used solely for watering lawns. (2000 Code §18-8.1)

18-8.2 Rate Charges and Other Cases.

The sewer rental in all cases not covered by this section and where the use of property is other than as permitted by the zoning ordinance of the City where a special use permit is required or for any industrial use which produces a waste material discharge in the sewer system shall be established by the City by separate contract in such amount as would be proportionate to its use of the waste sewer system. (2000 Code §18-8.2)

18-9 DELINQUENT PAYMENTS.**18-9.1 Rental Charge Payable.**

Delinquent payments, late charges, interest and costs shall become a lien upon the property of the rate payer for which the payments are delinquent. (2000 Code §18-9.1)

18-9.2 Interest Charged.

If the sewer rental charge imposed herein is not paid on the date due, it shall become delinquent and shall bear interest thereon at the rate of eight (8%) percent per annum on the first one thousand five hundred (\$1,500.00) dollars of the delinquency and eighteen (18%) percent per annum on any amount in excess of one thousand five hundred (\$1,500.00) dollars to be calculated from the date the sewer rental charge was payable until the date of actual payment. (2000 Code §18-9.2)

18-9.3 Charges Not Paid ~~for Six Months; and~~ Disconnection(s).-

(1) If any sewer rental charge payment herein shall remain unpaid in whole or in part for a period of six (6) consecutive months, the City shall have the right to enter upon the property and disconnect the property sewer system from the City sewer system in such a manner as shall be appropriate under the circumstances. The rate payer shall be responsible for all costs involved in the disconnecting and reconnecting of the sewer system, which shall be paid to the City prior to reconnection. (2000 Code §18-9.3)

(2) a. The City shall provide a credit applicable toward a connection or tapping fee to be charged for a reconnection of a disconnected property that was previously connected to the water supply system, provided that:

(1) the property has been connected to the water supply system for at least 20 years; and

(2) service charges have been paid for the property in at least one of the last five years.

b. The credit required under subsection a. of this section shall be calculated as follows:

(1) If the reconnection does not require any new physical connection or does not increase the nature or size of the service or the number of services units, or does not expand the use of the water supply system, the credit shall be equal in amount to the new connection or tapping fee.

(2) If the reconnection requires a new physical connection, increases the nature or size of the service or the number of service units, or expands the use of the water supply system, the credit shall be equal in amount to any connection or tapping fee previously paid for the property, and

the local unit shall charge the difference between the credit and the connection or tapping fee for the new use or class.

(3) If no connection or tapping fee was ever paid for the property, but all service charges due and owing on the property have been paid for at least 20 years, the credit shall be equal in amount to the new connection or tapping fee; provided, however, that any charges due and owing pursuant to paragraph (2) of this subsection shall be paid.

c. If no connection or tapping fee was ever paid for a disconnected property that is to be reconnected and which was previously connected to the water supply system for at least 20 years, the local unit shall charge, in addition to any amount due and owing after application of a credit pursuant to this section, a connection or tapping fee equal to the lesser of:

(1) 20 percent of the service charges that would have been paid based upon the usage for the last full year that the property was connected to the water supply system for the period from the date of the disconnection from the water supply system to the date of the new connection; or

(2) the new connection fee.

d. A credit shall not be allowed under this section for a property that has been disconnected from the water supply system for more than five years.

e. As used in this section, “disconnected property” means a property that has been physically disconnected from the water supply system or a property not physically disconnected but to which service has been discontinued without payments being made. A “disconnected property” shall not include a property that has been temporarily disconnected from the water supply system or to which service has been discontinued without payments being made for less than 12 consecutive months and is being reconnected as it existed, prior to the temporary disconnection or discontinuance of service.

18-9.4 Appeals.

- a. In the event any person shall dispute any rental charge or late fee, he/she shall file with the Sewer Collection Clerk, or such other designated person, his/her reason for disputing the rental charge or tap fee on the form provided by the Sewer Utility Clerk within fifteen (15) days of his/her receipt of the charges.
- b. Within fifteen (15) days of the filing of the dispute, the City representative shall advise the rate payer, in writing, of the decision. In the event the rate payer is not satisfied with the decision, they may file an appeal on forms provided by the Sewer Utility within fifteen (15) days of the City representative's decision to the Appeals Board.
- c. The Appeals Board shall, within thirty (30) days, hold a hearing as to only those issues set forth in the rate payer's appeal forms. After the day of the hearing, the Appeals Board shall render its decision within ten (10) days, which shall be final and binding upon all parties.
- d. The Board of Appeals shall consist of the City Manager or his/her designee, City Finance Officer and City Tax Assessor.

(2000 Code §18-9.4; Ord. No. 2590)

18-10 CAPPING OF SEWER LINE REQUIRED PRIOR TO DEMOLITION OF BUILDINGS.

Any sewer shall be capped before there is any demolition of a building. (2000 Code §18-10)

18-11 PENALTY.

The penalty for violation of any provisions of this chapter, where no other penalty, fine, or imprisonment is provided, shall be, upon conviction, the penalty stated in Chapter I, Section 1-5. This penalty shall be in addition to any different type of penalty or sanction provided for in this section. (2000 Code §18-11; New)

18-12 SEWER CONNECTION OR EXTENSION PERMIT.

18-12.1 Purpose.

The purpose of this section is to institute a procedure for obtaining approval for sewer connections or endorsements for sewer extensions, as defined herein. (2000 Code §18-12.1)

18-12.2 Definitions.

As used in this section:

Actual flow shall mean the volume of sewage and other wastes which a domestic treatment works receives; actual flow shall be determined by the arithmetic average of the metered daily volumes of waste received at a treatment works for the preceding period of three (3) consecutive calendar months. Where peak flows have been determined by the City Engineer or his/her designee to be seasonal in nature, the seasonal peak flow shall be used in determining actual flow.

Adequate conveyance capacity shall mean that in the downstream sewers, the peak dry weather flow does not exceed eighty (80%) percent of the depth of the pipe and the peak wet weather flow does not result in the overflows or discharges from any manhole.

Committed flow or **projected flow** shall mean the sum of the actual flow plus the sum of all flows which are anticipated from connections which have been approved but are not yet in operation. The flow to be anticipated from any such connection shall be that flow referred to in the approval from the City.

Connection shall mean any physical or operational change to a collection system or to the plumbing or piping of any building, project facility or other structure, either proposed or existing, for which a building permit or other municipal approval including site plan and subdivision approval is required, which connects directly or indirectly to any portion of a domestic treatment works and for which the projected design flow exceeds four hundred (400) gallons per day, but is less than two thousand (2,000) gallons per day.

Connection approval shall mean an approval permit to construct and operate a sewer connection.

Design flow shall mean the average volume of wastewater, which a domestic treatment works was designed to treat or convey, or the maximum permissible volume of flow to a domestic treatment works as established by a NJPDES permit, or a treatment works approval, whichever permit or approval is most recently issued.

Domestic Treatment Works shall mean the publicly operated treatment works located in Asbury Park which treats and processes domestic wastes together with any groundwater, surface water, stormwater or industrial process water that may be present.

Endorsement shall mean a resolution, adopted by the City Council, endorsing the project for which an extension is required for purposes of permitting application to be made to the New Jersey Department of Environmental Protection for Treatment Works Approval.

Extension shall mean a connection, as defined herein, for which the design flow equals or exceeds two thousand (2,000) gallons per day.

Maximum sewage treatment capacity shall mean the hydraulic, biological or sludge handling capability necessary to meet the terms and conditions of the NJPDES permit.

Person shall mean any individual, corporation, company, partnership, firm, association, owner or operator of a treatment works, political subdivision of this State or any State or State agency.

Sewage Authority shall mean the City of Asbury Park.

Waters of the State shall mean the ocean and its estuaries, all streams, springs, and bodies of surface or groundwater, whether natural or artificial, within the boundaries of the State or subject to its jurisdiction.

(2000 Code §18-12.2)

18-12.3 Sewer Connection/Extension Approvals.

The City, its boards, officers and agents shall not permit a street to be opened or a connection, as herein defined, to be made unless an approval has been granted for such connection by resolution of the Governing Body of the City pursuant to the procedure set forth herein. (2000 Code §18-12.3)

18-12.4 Conditional Approval of Building Projects.

The City, its boards, officers and agents shall condition the approval of any building projects by way of preliminary or final subdivision or site plan approval, building permit or other form of approval, which will require a sewer connection, upon the terms and requirements of this section. (2000 Code §18-12.4)

18-12.5 Connection Application.

a. *Procedure.* The Office of Planning and Zoning shall provide the applicant with copies of these regulations, a connection/extension application form, a request for endorsement form (for extensions only) and information on water conservation plumbing.

1. The applicant shall submit the application for a connection/extension along with the appropriate documentation, including a water conservation plan, to the Office of Planning and Zoning.

2. After review of the application, the Office of Planning and Zoning shall notify the City Council of the results of its review. Before making a decision, the City may request that additional documentation be supplied. When additional information is not supplied as requested, the City may deny the application and reapplication will be necessary.

3. If the Council finds that the submitted water conservation and plumbing plan is acceptable, it shall approve the application by resolution. The applicant shall submit a copy of the resolution to the Department of Public Works prior to the issuance of a street opening permit.

4. If the City Council finds that the application constitutes an extension, as defined herein, it may endorse the extension by resolution for purposes of obtaining the Treatment Works Approval from the New Jersey Department of Environmental Protection, as required under N.J.A.C. 7:14-2.1 and 7:14A-12.1 et seq.

5. Upon receipt of a Treatment Works Approval for sewer extension, the applicant shall submit copies of the approval, with a copy of the resolution of the City Council endorsing the extension, to the Department of Public Maintenance prior to the issuance of street opening permits to the connections to the treatment works.

b. *Transfer of Approval.* A connection/extension approval granted for a specific property is not transferable to any other property and is only transferable to another person if the original circumstances which justified granting the approval have not changed.

c. *Other Obligations.* The granting of a connection/extension approval by the City does not relieve the applicant from complying with all other State and local requirements, including 201 Facilities and 208 Water Quality Management Plans and obtaining the requisite treatment works approval from the New Jersey Department of Environmental Protection for extensions.

(2000 Code §18-12.5)

18-12.6 Violations and Penalties.

a. Any person violating any provision of this section shall, upon conviction, be liable to the penalty stated in Chapter I, Section 1-5.

b. Except as otherwise provided, each and every day in which a violation of this section exists shall constitute a separate violation.

(2000 Code §18-12.7)

18-12.7 Regulations.

The City Manager or his/her designee is hereby authorized to enact reasonable and necessary regulations for the purpose of implementing this section. (2000 Code §18-12.8)



Minutes
Meeting of the Municipal Council
Wednesday, October 10, 2018
WORK SESSION

Announcement by the City Clerk

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 6:00 PM.

City Manager's Report on Issues Raised at Prior Council Meeting(s)

City Manager Capabianco had no prior issues.

Special Event Applications

Leesha Floyd reviewed the special event applications for this evening's meeting.

Items to be presented by Sackman Enterprises:

1. Presentation regarding the Savoy

Andrew Karas, Esquire was present to represent the applicant. He explained the proposed use of the Savoy Theater. Richard Stubbs, the architect for the project explained the proposal to the Council. Carter Sackman explained his reason for the proposal.

Review of Agenda Items for October 10, 2018 Regular Meeting

City Manager Capabianco reviewed the agenda for this evening's meeting.

Matters from City Council

Council Member Chapman stated that the City of Asbury Park is having a photo contest. Winner photos will be featured in our annual calendar. Other submissions may be published on other City materials.

Council Member Clayton stated that on October 11 the second public meeting will be held on affordable housing. This will be held at the senior center.

Deputy Mayor Quinn thanked Mike Manzella, the City Manager and other employees for the creation of the rainbow crosswalk. The equality walk will be held this weekend.

Mayor Moor stated that Saturday will be the Heart Center Walk. It starts at Bradley Park at 9 a.m.

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, October 10, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-350 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Remote	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the meeting to the public.

The following members of the public spoke: John Grant, Louis Murray, Rita Marano, Jordan Modell.

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to close the meeting to the public.

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

1. Executive Minutes of Sep 26, 2018 4:00 PM
2. Municipal Council - Work Session - Sep 26, 2018 6:00 PM
3. Municipal Council - Regular Meeting - Sep 26, 2018 7:00 PM

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-351 Resolution Approving Special Event Applications

2018-352 Resolution Authorizing Refund of Erroneously Partially Redeemed Tax Sale Certificate #A8-00267 1001-4 FKA 93-7 121 Ridge Avenue

2018-353 A Resolution of the City of Asbury Park Releasing the Performance Bond for 1200 Ocean Avenue (Block 4502, Lot 1.06 And Accepting Maintenance Guarantee

2018-354 Resolution Approving 2018-2019 Alcoholic Beverage Control License For Asbury Music Company a/k/a The Saint in the City of Asbury Park, County of Monmouth, New Jersey

INDIVIDUAL RESOLUTIONS

2018-355 Resolution Approving Payment of Bills

Council Member Chapman abstains from PO 18-02850.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2018-356 Authorizing a Professional Services Contract to T&M Associates to Prepare a Master Plan for Sunset Lake

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-357 Awarding of a Contract to Millennium Communications Group for a Camera System at the Police Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-358 Resolution Authorizing the Purchase Safety Lighting for Two (2) 2018 Ford Utility Vehicles

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-359 Resolution Authorizing the Purchase of Alpha Numeric Keypads for Parking Pay Stations

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-360 Awarding of a Contract to Millennium Communications Group for Security Cameras

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-361 Authorizing an Agreement with IPS Group for a Permit Management System

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-362 Resolution of Support Authorizing a New Jersey Department of Transportation Bikeways Grant Application and Execute a Grant Contract

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-363 Resolution of Support Authorizing a New Jersey Department of Transportation Safe Streets to Transit Grant Application and Execute a Grant Contract

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-364 2018-364: A Resolution Authorizing the City of Asbury Park to Commence an Action Before the Superior Court of New Jersey in Order to Seek a Judgment of Compliance and Repose Relating to the City's Affordable Housing Plan

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ORDINANCES

Introduction

2018-37 An Ordinance Amending Section 3-35, Entitled “Sleeping In Public Places,” of Chapter III, “Police Regulations,” of the “Revised General Ordinances of the City Of Asbury Park, New Jersey”

RESULT:	TABLED [UNANIMOUS]
	Next: 10/24/2018 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-46 2018-46 : An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 912 Sunset Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, “Handicapped Parking,” of Chapter VII, “Traffic,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey.”

Public hearing scheduled for November 8, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 11/8/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park

RESULT:	TABLED [UNANIMOUS]
	Next: 10/24/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-39 An Ordinance Amending and Supplementing Various Articles and Sections of Code of The City of Asbury Park

RESULT:	TABLED [UNANIMOUS]
	Next: 11/8/2018 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-42 An Ordinance Amending and Supplementing Chapter XX “Environmental Regulations” Adding Section 20-3 Plastic Bags of the “Code Of The City Of Asbury Park, New Jersey.”

RESULT:	TABLED [UNANIMOUS]
	Next: 10/24/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-43 An Ordinance Amending and Supplementing Chapter XX "Environmental Regulations" by Adding Section 20.6 “Invasive Plants” of the “Code of the City of Asbury Park, New Jersey.”

Motion made by Council Member Chapman and seconded by Council Member Clayton to open the Ordinance to the public.

No one from the public spoke.

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the Ordinance to the public.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-44 An Ordinance Amending and Supplementing Chapter XVIII “Sewers” of the “Code of the City of Asbury Park, New Jersey

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the Ordinance to the public.

The following members of the public spoke: Rita Marano.

Motion made by Council Kendle and seconded by Council Member Clayton to close the Ordinance to the public.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:25 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk