



Agenda
Meeting of the Municipal Council
Wednesday, December 14, 2016
REGULAR MEETING

I. Executive Session - 5:00 p.m.

A. Personnel

1. Performance Review - City Clerk
2. Performance Review - City Manager
3. Table of Organization for Police Department

B. Contract Negotiations

1. Springwood Associates Ground Lease Extension for 2017
2. Professional Services

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

- A. Roll Call / Call To Order
- 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 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

- E. Presentation by the Asbury Park Housing Authority
- F. Matters from City Council
- G. Matters from City Manager
- H. Matters from City Attorney

I. Public Participation

J. Minutes

- Municipal Council - Regular Meeting - Nov 22, 2016 7:00 PM
- Executive Session Minutes of November 22, 2016

K. 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.

2016-458 Special Event Applications

2016-459 Setting the Organizational Meeting Date for 2017

2016-460 Resolution authorizing the payment of payroll in the amount of \$993,224.92

2016-461 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2016 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40a:4-87 (Chapter 159) - Petroleum Assessment

2016-462 Resolution of the City Of Asbury Park, County of Monmouth, State of New Jersey, Authorizing Compensation Payment to James Freeman Upon His Separation of Employment

2016-463 Award of Contract for Regional Contribution Agreement Project (1003 Sewall Ave.)

2016-464 Accepting Donation from the Asbury Park Housing Authority

2016-465 Disposition of Surplus Property

L. Individual Resolutions

2016-466 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2016 Budget

2016-467 Payment of Bills

2016-468 Resolution to Approve Applying for Involuntary Disability Retirement for Johnny Washington

2016-469 Resolution to Approve Applying for Involuntary Disability Retirement for Paul Johnson

2016-470 Awarding Software Contract to GEO 3.0 for Code Enforcement Software

2016-471 A Resolution Authorizing the City of Asbury Park to Enter Into a Joint Purchasing Agreement

- 2016-472 Resolution to renew a contract with the State of New Jersey for the Bangs Avenue Garage
- 2016-473 Authorizing T&M Associates to prepare a NJDOT grant application
- 2016-474 A Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant Services
- 2016-475 Amendment to the Developer Designation and Redeveloper's agreement for Michael's Development Company for parcels located with the Springwood Avenue Redevelopment Area.
- 2016-476 Resolution of the Mayor and City Council of the City of Asbury Park Authorizing an Extension of the Option Agreement to Enter Into Ground Lease with Springwood Avenue Associates, LP

M. Ordinances

1. Introduction

- 2016-53 An Ordinance Amending Chapter XIII "Property Improvement and Neighborhood Preservation – Property Maintenance Code"
- 2016-54 An Ordinance Amending And Supplementing Chapter XXX "Land Development Regulations", Chapter 30-21 "Planning Board", Subsection 30-21.1 "Establishment and Membership"
- 2016-55 Amending and Supplementing Subsection 4-10.4, Entitled "Fees," of Section 4-10, "Permits for Special Events," of Chapter IV, "General Licensing," of the "Code of the City of Asbury Park, New Jersey."
- 2016-56 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ
- 2016-57 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

2. Second Reading/Public Hearing

- 2016-47 Repealing Section 9-3, Entitled "Licensing of Cats; Fees," of Chapter IX "Animal Control" of the "Code of the City of Asbury Park, New Jersey."
- 2016-49 An Ordinance Amending And Supplementing Chapter IV "General Licensing", Section 4.9 "Display Of Merchandise In Public Areas; Outdoor/Sidewalk Cafes", Subsection 4.9-5 "Annual Licensing Fees" of the "Code of the City Of Asbury Park, New Jersey."
- 2016-50 An Ordinance Amending and Supplementing Section 4-1 "Business Licenses" by Amending Subsections 4-1.4 "Fees" and Section 4-1.9 "Standards of Operation; Revocation or Suspension; Complaints" of Chapter IV, "General Licensing," of the "Code of the City of Asbury Park, New Jersey."

2016-51 An Ordinance Amending and Supplementing Subsection 3-38.2, Entitled
“Penalties,” of Section 3-38 “Use Of Bicycles,” Of Chapter III, “Police
Regulations,” of the “Code of the City of Asbury Park, New Jersey.”

2016-52 Vacating and Dedicating Boston Way Right Of Way

N. Adjournment



Minutes
Meeting of the Municipal Council
Tuesday, November 22, 2016
REGULAR MEETING

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.

City Clerk Cindy Dye announced the following: "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 Star Ledger on January 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk."

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice was 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 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

SPECIAL EVENTS

Leesha Floyd reviewed the special events applications submitted for approval by Council.
Leesha Floyd reviewed the special events applications submitted for approval by Council.

MATTERS FROM CITY COUNCIL

Council Member Chapman announced all the tree lighting ceremonies within the City for the holiday season. She also requested that people shop locally.

Council Member Clayton announced the 2nd Annual Window Decorating Contest. She announced the deadlines. She wished everyone Happy Thanksgiving.

Council Member Kendle wished everyone a Happy Thanksgiving.

Mayor Moor recognized the High School scholar athletes and teams. He announced their titles. Council Member Chapman announced all the tree lighting ceremonies within the City for the holiday season. She also requested that people shop locally.

Council Member Clayton announced the 2nd Annual Window Decorating Contest. She announced the deadlines. She wished everyone Happy Thanksgiving.

Council Member Kendle wished everyone a Happy Thanksgiving.

Mayor Moor recognized the High School scholar athletes and teams. He announced their titles.

1. Reorganization Meeting Date and Time

The recommended date is January 1, 2017 at 2 p.m. All of Council concurred with this recommendation.

RESULT:	DISCUSSED
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MATTERS FROM CITY MANAGER

City Manager Capabianco had no matters to discuss.

City Manager Capabianco had no matters to discuss.

MATTERS FROM CITY ATTORNEY

City Attorney Raffetto has no matters to discuss.

City Attorney Raffetto has no matters to discuss.

PUBLIC PARTICIPATION

The following members of the public spoke: Sherisha Jones, Jan Sparrow, Rita Marano and Jerry Scarano.

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MINUTES

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

1. Municipal Council - Regular Meeting - Nov 9, 2016 7:00 PM **Accepted**

2. November 9, 2016 Executive Session Minutes

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

2016-448 Special Event Applications

2016-449 Resolution authorizing the payment of payroll in the amount of \$919,465.11

2016-450 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2016 Budget

2016-451 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey
Providing for the Insertion of Special Items of Revenue in the 2016 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Springwood Park

2016-452 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey
Providing for the Insertion of Special Items of Revenue in the 2016 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - JAG Grant

INDIVIDUAL RESOLUTIONS

2016-453 Resolution Authorizing The Payment Of Bills In The Amount Of \$2,447,483.49

Mayor Moor abstains from line item 6-01-23-220-000-209.

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

2016-454 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey,
authorizing compensation payment to Fil James Lao upon his separation of employment

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

2016-455 Authorizing the Purchase of an Exchange Server for the Police Department

Mayor Moor requested an explanation. City Manager Capabianco explained what an exchange server is.

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

2016-456 A Resolution of the city of Asbury Park Releasing the Performance Bond for the Saint James, a Condominium, 300-302 Cookman Avenue (Block 3207, all lots)

Mayor Moor requested an explanation. City Manager Capabianco provided an explanation of the release of the performance bond.

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

ORDINANCES

Introduction

2016-49 An Ordinance Amending And Supplementing Chapter IV “General Licensing”, Section 4.9 “Display Of Merchandise In Public Areas; Outdoor/Sidewalk Cafes”, Subsection 4.9-5 “Annual Licensing Fees” of the “Code of the City Of Asbury Park, New Jersey.”

Public Hearing is scheduled for December 14, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/14/2016 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2016-50 An Ordinance Amending and Supplementing Section 4-1 “Business Licenses” by Amending Subsections 4-1.4 “Fees” and Section 4-1.9 “Standards of Operation; Revocation or Suspension; Complaints” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey.”

Public Hearing is scheduled for December 14, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/14/2016 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2016-51 An Ordinance Amending and Supplementing Subsection 3-38.2, Entitled “Penalties,” of Section 3-38 “Use Of Bicycles,” Of Chapter III, “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey.”

Public Hearing is scheduled for December 14, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/14/2016 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2016-52 Vacating and Dedicating Boston Way Right Of Way

Public Hearing is scheduled for December 14, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/14/2016 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

2016-48 An Ordinance Amending and Supplementing Chapter XXVIII “Health Regulations” by Adding Subsection 28-4 “Sterile Syringe Access Program” of the “Revised General Ordinances of the City of Asbury Park, New Jersey

Motion made by Councilman Kendle and seconded by Councilwoman Chapman to open Ordinance 2016-48 to the public. All were in favor. Sherisha Jones had some questions regarding the program. Motion made by Councilman Kendle and seconded by Councilwoman Chapman to close public portion of Ordinance 2016-48 All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 8:15 PM

1. **Motion to:** close the meeting **Adopted**

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

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, November 9, 2016
REGULAR MEETING

Attendee Name	Title	Status	Arrived
John Moor	Mayor	Present	
Amy Quinn	Deputy Mayor	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	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.

City Clerk Cindy Dye announced the following: “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 Star Ledger on January 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk.”

PRESENTATION BY THE ASBURY PARK HOUSING AUTHORITY

At the request of the Asbury Park Housing Authority this presentation be removed from the agenda.

SPECIAL EVENTS APPLICATIONS

Leesha Floyd was present to review the special event applications with the Council.

53rd Annual Asbury Park Polar Bear Races

Rotary Club of Asbury Polar Plunge

REVIEW OF AGENDA ITEMS FOR NOVEMBER 9, 2016 REGULAR MEETING

City Manager Capabianco review the agenda items with the City Council.

MATTERS FROM CITY COUNCIL

Council Member Clayton stated that the next expungement seminar is November 19 at St. Stephens. Deputy Mayor Quinn stated that APTV put in a new sound system. She thanked the APTV Committee.

Mayor Moor stated that the Asbury Park Music Foundation applied for a grant for concerts at Springwood Ave. Park. He requested that everyone vote for this grant. He also stated that the Veterans Day ceremony is on Friday at 10 a.m. at Veterans Park. He stated that Ocean County Success Center had a soft opening last Friday at 1201 Springwood Avenue.

MATTERS FROM CITY MANAGER

City Manager Capabianco stated that the snow policy will be out shortly. He also indicated that he would not recommend the City to apply for the TAP grant for Wesley Lake bridge. He feels that this should be a joint grant with the City and Neptune. He thanked Carrie Turner of Madison Marquette for all her work in the past year.

MATTERS FROM CITY ATTORNEY

City Attorney Raffetto has no matters.

PUBLIC PARTICIPATION

Councilwoman Chapman moved to opened the meeting to the public. Council Member Kendle seconded the motion. All were in favor.

The following members spoke during the public portion of the meeting: Randy Thompson, Nancy Sabino

Councilwoman Chapman moved to close the meeting to the public. Council Member Kendle seconded the motion. All were in favor.

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Moor, Quinn, Chapman, Clayton, Kendle

1. Municipal Council - Work Session - Oct 24, 2016 6:00 PM **Accepted**
2. Executive Session Minutes of October 26, 2016
3. Municipal Council - Regular Meeting - Oct 26, 2016 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Moor, Quinn, Chapman, Clayton, Kendle

2016-433 Resolution Authorizing Approval of Special Event Applications

2016-434 Resolution authorizing the payment of payroll in the amount of \$925,099.95

2016-435 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey
Authorizing a Refund due of Overpayment of Taxes due to a Large Decrease in Assessed
Value of Property

2016-436 Resolution To Credit Sewer Account (1027 ½ Mattison Avenue, Block 604 Lot 22)

2016-437 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey
Providing for the Insertion of Special Items of Revenue in the 2016 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Drive Sober

2016-438 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey
Providing for the Insertion of Special Items of Revenue in the 2016 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Body Armor

2016-439 Resolution Authorizing the Disposition of Surplus Property

INDIVIDUAL RESOLUTIONS

2016-440 Resolution Authorizing the Payment Of Bills in the Amount of \$1,868,285.45

Mayor Moor requested that PO 16-03376 be pulled from the bill list.

Councilwoman Chapman requested to abstain from PO 16-03009.

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

2016-441 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2016 Budget

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

2016-442 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey,
authorizing compensation payment to Michael Mautner upon his separation of
employment

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

2016-443 A Resolution for Permission to Apply for a FEMA AFG Grant

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Moor, Quinn, Chapman, Clayton, Kendle

2016-444 A Resolution Awarding a Contract for Environmental Services for Tax Block 803, Lots 1-14, in the City of Asbury Park also Known as the “Turf Club” to Lewis Consulting Group, Incorporated

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Moor, Quinn, Chapman, Clayton, Kendle

2016-445 Resolution of the Mayor and City Council of the City of Asbury Park Authorizing the Execution of a Subsequent Developer Agreement With AP Block 176 Venture Urban Renewal LLC

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Moor, Quinn, Chapman, Clayton, Kendle

2016-446 Resolution Authorizing the Issuance of Non-Recourse Redevelopment Area Bonds of the City of Asbury Park in an Aggregate Principal Amount not to Exceed \$17,500,000 (Block 4002 Infrastructure Project)

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

ORDINANCES

Introduction

2016-47 Repealing Section 9-3, Entitled “Licensing of Cats; Fees,” of Chapter IX “Animal Control” of the “Code of the City of Asbury Park, New Jersey.”

Public hearing is scheduled for December 14, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/14/2016 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Moor, Quinn, Chapman, Clayton, Kendle

2016-48 An Ordinance Amending and Supplementing Chapter XXVIII “Health Regulations” by Adding Subsection 28-4 “Sterile Syringe Access Program” of the “Revised General Ordinances of the City of Asbury Park, New Jersey

Public hearing is scheduled for November 22, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 11/22/2016 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Moor, Quinn, Chapman, Clayton, Kendle

Second Reading/Public Hearing

2016-45 Ordinance of the City of Asbury Park Authorizing the Execution of a Financial Agreement with AP Block 176 Venture Urban Renewal LLC and Granting a Tax Exemption

Motion made by Deputy Mayor Quinn and Seconded by Mayor Moor to Amend Ordinance 2016-45.

Councilwoman Chapman moved to opened the meeting to the public. Council Member Kendle seconded the motion. All were in favor.

Rita Marano spoke during the public portion of the meeting.

Deputy Mayor Quinn moved to close the public portion of the Meeting and Council Member Clayton seconded the motion. All were in favor.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Moor, Quinn, Chapman, Clayton, Kendle

2016-46 An Ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements on Block 4002, Lot 1 within the Asbury Park Waterfront Redevelopment Area and Establishing a Mechanism for Payment of the Cost Thereof

Council Member Kendle moved to opened the meeting to the public. Council Member Clayton seconded the motion. All were in favor.

No one spoke from the public.

Deputy Mayor Quinn moved to close the public portion of the Meeting and Council Member Clayton seconded the motion. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



RESOLUTION NO. 2016-448

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

SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on November 22, 2016 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Downtown Tree Lighting
2. Springwood Park Tree Lighting
3. New Year's Day Run
4. Plunge to Freeze out Lupus
5. Third Annual Tutu Run
6. RunAPalooza
7. NJ Brain Tumor Walk
8. Memorial Day Week Carnival
9. Back to School Carnival

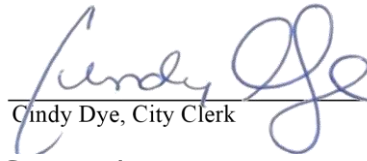
WHEREAS, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department 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. 2016-448 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



Cindy Dye, City Clerk

11/23/2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-448						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Mover	☒	☐	☐	☐
	Amy Quinn	Voter	☐	☐	☐	☒
	John Moor	Voter	☒	☐	☐	☐

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Downtown Tree Lighting

DATE(S): 12-3-16 Rain Date: n/a

HOURS OF EVENT: From 5 pm To: 7:30 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Press Plaza

Name of Applicant/Organization: Asbury Park Chamber of Commerce

Address: 1201 Springwood Ave.

Contact: Sylvia Sylvia Phone: 732-775-7676

Fax: _____ Email: sylvia@asburyparkchamber.com

Non-Profit? Yes ☐ No ☐ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The Asbury Park Chamber of Commerce will host a holiday tree lighting event for the community. The event will include singers from the NJ Gay Men's Choir as well as refreshments.

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No x If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 50ADMISSION CHARGE? YES _____ NO x IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO x IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO x Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Chamber personnel will clean all debris

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.


Signature of Applicant

11-10-16
Date

Sylvia Sylvia-Cioffi
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ td Total Fees Collected \$ _____

ASBURY PARK SPECIAL EVENT FEE SCHEDULE- Revised November 25, 2015

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Holiday Sing Along in Tree Lighting on Cookman Ave.

DATE(S): 12/3/16 Rain Date: _____

HOURS OF EVENT: From 3:30 To: 5:00

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Council Chambers

Name of Applicant/Organization: Alphabets Preschool Center / Estha Pickerski

Address: 701 Grand Ave. Asbury Park NJ 07712

Contact: Estha Pickerski Phone: 732-775-1582 / cell 732-513-1088

Fax: 732-775-6353

Email: _____

Non-Profit? Yes _____ No ☒ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

I am a community provider in the Asbury Park School District

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Alphabets invites the family and children to participate in a holiday party where we have Yogi, Children's music, perform in the park. We have some refreshments. Then we walk down to the tree lighting at the park and we ~~can~~ carol down the street as well as sing at the lighting.
On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 60 - 70ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: whatsene is needed, I will take care of

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: I need the space.

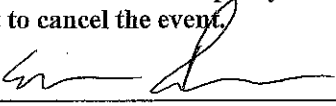
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.


Signature of Applicant

11/15/14
Date

Esther Piekanni
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ _____ Total Fees Collected \$ _____

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Springwood Park Christmas Tree Lighting
 DATE(S): 12/10/16 Rain Date: N/A
 HOURS OF EVENT: From 5pm To: 7pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Park

Name of Applicant/Organization: CITY of AP

Address: 1 Municipal Plaza

Contact: Leesha / Cassandra Phone: _____

Fax: _____ Email: _____

Non-Profit? Yes ☐ No ☐ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Christmas tree lighting

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: _____

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: trash cans, electricity

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Reecha Kaur
Signature of Applicant

11/10/16
Date

Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ n/A

Total Fees Collected \$ n/A



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11. All applications are to be received by the Asbury Park Department of Special Events no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application. Contact Leesha Floyd at 732.502.5759 for additional information. Fax number is 732.775.1483

NAME OF EVENT: 2017 New Year Day Run

DATE(S): 1/1/2017 Rain Date: n/a

HOURS OF EVENT: 11:00am- 1:00pm

EXACT LOCATION: YOU ARE REQUESTING TO STAGE YOUR EVENT: 5k route starting across from the Biergarten lake side running on the sidewalk along Wesley Lake to boardwalk, on boardwalk from North end to through Casino.

Name of Applicant/Organization: Split Second Racing
 Address: PO Box 542, Rumson, NJ 07760
 Contact: Doug Rice Phone: 732-915-9139
 Fax: _____ Email: DRice@raceforum.com
 Non-Profit? Yes ☐ No ☒ Tax Exempt Number _____
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOUR WILL BE STAGING: 5k run

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should show the dimensions of exhibit booths, structures, etc.***

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No x If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100ADMISSION CHARGE? YES x NO _____ IF YES, HOW MUCH: \$25VENDOR CHARGE? YES _____ NO x IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO x

Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Volunteers will be present on corners directing participants on course.

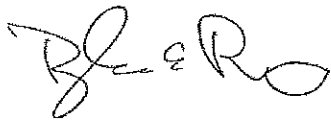
DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of fire Prevention.

*Asbury Park requires minimum liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as "the additional insured." All insurance policies are to be provided to the Special Events Department not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the city of Asbury Park may incur as a result of the city issuing a special event permit to stage this event must be paid in advance by certified or cashier's check, not less than 5 business days in advance of the event date.



Signature of Applicant

9/27/2016

Date

Doug Rice

Print Name of Applicant

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

Total Fees Collected: 1,425.00

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application. Contact Leesha Floyd at 732.502.5759 for additional information. Fax number is 732.775.1483

NAME OF EVENT: Plunge to Freeze Out Lupus

DATE(S): 2/18/2017

Rain Date: _____

HOURS OF EVENT: From 10:00am To: 4:00pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Beach to the North of Convention Center

Name of Applicant/Organization: Lupus Research Alliance

Address: 275 Madison Ave 10th Floor

Contact: Sheri Kirkpatrick Phone: 732-842-1607

Fax: _____ Email: Skirkpatrick@lupusresearch.org

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 58-2492929

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: It will be a polar plunge with the staging area at Convention Center. Participants will jump in the ocean and jump out. Entertainment will all be at Convention Center.

On separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch of the staging area or route to be used along with any proposed structures, tents, fences, barricades, signs, barriers, restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 500-800ADMISSION CHARGE? YES _____ NO X IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL

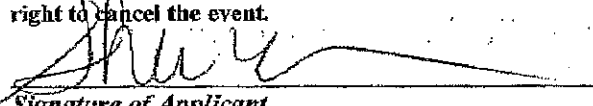
AND DISPOAL OF TRASH AND DEBRIS: will hire security, EMS + life guards. Volunteers will collect and dispose garbage. ~~Volunteers will clean~~DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: EMS, Life guardsNOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.


Signature of Applicant10/5/16
DateSheri Kirkpatrick
Print Name of Applicant

For Special Events Office Use:

Total Fees Calculated to be paid by Applicant \$ 160Total Fees Collected \$ 50.00

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11. All applications are to be received by the Asbury Park Department of Special Events no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application. Contact Leesha Floyd at 732.502.5759 for additional information. Fax number is 732.775.1483

NAME OF EVENT: Third Annual Tutu 2.2

DATE(S): April 1, 2017 Rain Date: None
HOURS OF EVENT: From 9 am To: 11 am

EXACT LOCATION: YOU ARE REQUESTING TO STAGE YOUR EVENT:

Runners/Walkers will start on the Boardwalk by the Casino Building and head North go around Convention Hall and turn around near the end of the north end of the boardwalk and return back. When at the Casino they will head to Lake Avenue on the sidewalk and finish at Grand Avenue.

Name of Applicant/Organization: Jersey Shore Run College, Address: 3070 Governors Crossing, Wall, NJ

Contact: Bob Both Phone: 732-681-9464 cell 732-239-5862

Fax; _____ Email; RunCollege@outlook.com

Non-Profit? Yes ☐ No ☒ Tax Exempt Number _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOUR WILL BE STAGING: 2.2 Mile run/walk.
Participant's (men and women) will wear Tutu's. Event will be held in conjunction with a local charitable group in Asbury Park. Registration and post race awards will be held at the Asbury Festhalle and Biergarten

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should show the dimensions of exhibit booths, structures, etc.***

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 400ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$25 - \$35VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: The only trash that we anticipate would be cups which we will pick up at the water stops after the runners pass. Runners will stay on the middle of the boardwalk and a path will be open for pedestrians on both sides of the boardwalk. Cones will be placed along the route to keep runners in the center of the boardwalk.

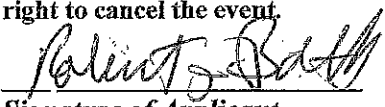
DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: None anticipated. NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of fire Prevention.

*Asbury Park requires minimum liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as "the additional insured." All insurance policies are to be provided to the Special Events Department not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the city of Asbury Park may incur as a result of the city issuing a special event permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.


Signature of Applicant

September 29, 2016 _____
Date

Robert Both
Print Name of Applicant

FEE SCHEDULE

Total fees \$ _____



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT:

____RunAPalooza_____

DATE(S): ____April 22, 2017_____ **Rain Date:** None_____

HOURS OF EVENT: From ____7:30 am_____ To: ____2 PM_____

(We can start the race at 8 am and only require roads to be closed until 830 am to minimize disruptions)

EXACT LOCATION: YOU ARE REQUESTING TO STAGE YOUR EVENT:

Ocean Ave, Lake Ave, Cookman Ave, Boardwalk. (See Attached map) Name of Applicant/Organization: ____Jersey Shore Running Club, Special Olympics New Jersey, Jersey Shore Dream Center_____

Address: PO Box 1743, Belmar, NJ _____

Contact: ____Bob Both_____ Phone: ____732-681-9464_____

Fax: _____ Email: ____JSRC@hotmail.com_____

Non-Profit? Yes ☒ No _____ Tax Exempt Number ____970-427-091/500_____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOUR WILL BE STAGING: 21st Annual RunAPalooza which will include the Asbury Park Half Marathon Road Race, Jersey Shore 5K and Jersey Shore Relay Marathon

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should show the dimensions of exhibit booths, structures, etc.***

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 4000ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$40 - \$70VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES X NO _____ Please Give Details: Close streets during the race for about a half on the route which covers Ocean Ave, Cookman and Lake Avenues..

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: The only trash that we anticipate would be cups which we will pick up at the water stops after the runners pass. We will work with the Police to provide the necessary security as deemed appropriate.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: We request to buy out the parking meters from 9 am to 3 pm on April 22. We request first aid at finish area. Placing of barricades at cross streets of route.

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of fire Prevention.

*Asbury Park requires minimum liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as "the additional insured." All insurance policies are to be provided to the Special Events Department not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the city of Asbury Park may incur as a result of the city issuing a special event permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Bob Both
Signature of Applicant

May 11, 2016
Date



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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NAME OF EVENT: 2017 NJ Brain Tumor Walk

DATE(S): Saturday, April 29, 2017 Rain Date: _____
HOURS OF EVENT: From 8am To: 1pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Board Walk

Name of Applicant/Organization: National Brain Tumor Society

Address: 55 Chapel St Suite 200 Newton MA 02458

Contact: Meghan McNamee Phone: 845-549-7872

Fax: _____ Email: mmcnamee@braintumor.org

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 043068130

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

5K walk to raise funds + awareness for the NJ Brain Tumor community. Sponsors, teams, families + friends will gather + walk together to fight brain tumors. Speeches, awards, refreshments will take place.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 600-800ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$25 per personVENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____**PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:**

NBTS events are fully staffed + run by volunteers
 Set up + post event clean up is taken care of by staff + volunteers
 NBTS will hire security to be on site at all times. Volunteers will help with
 garbage clean up + removal. NBTS will also have porta potties on site

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Meghan McNamane
 Signature of Applicant

6/29/16
 Date

Meghan McNamane
 Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ tbcl Total Fees Collected \$ 50.00



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. **All application fees are non refundable and must be submitted with this application.** Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Memorial Day Week Carnival

DATE(S): May 28th - 29th Rain Date: _____
HOURS OF EVENT: From 12pm To: 11pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: Triumphant Life Church

Address: 1003 Asbury Avenue, Asbury Park, NJ 07712

Contact: Karen Gates Phone: 732-774-0303

Fax: _____ Email: triumphantlifefc@gmail.com

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 283-148-801

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Rides will be set along with a stage

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _____

ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Police Officers will be used for event, trash can and dumpster will be used for event, lot will be cleaned at end of event.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Karen S. Gates
Signature of Applicant

9/2/16
Date

Karen S. Gates
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ 400Total Fees Collected \$ 50.00

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: Back 2 school Carnival

DATE(S): August 8th - 13th, 2017 Rain Date: _____

HOURS OF EVENT: From 12 pm To: 11 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: Triumphant Life Church

Address: 1003 Asbury Avenue, Asbury Park NJ 07712

Contact: Rev Liddale Atkins

Phone: 732-456-3460

Fax: _____

Email: triumphatlifedoffice@gmail.com

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 223-148-801

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Aug 12th -

Tree Book Bags, pens paper etc. discount Kiosk

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

OVER

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _____

ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: We have event clean up crew.

We will hire police

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

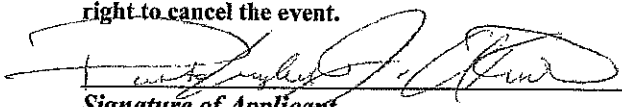
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.


Signature of Applicant

9/2/16
Date

Rev. Lyddale J. AKINS
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ 400 Total Fees Collected \$ 50.00

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application.

Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: DIVA DODGEBALL

DATE(S): JULY 22, 2017 Rain Date: JULY 23, 2017

HOURS OF EVENT: From 7AM To: 4PM

EXACT LOCATION: YOU ARE REQUESTING TO STAGE YOUR EVENT: 5th Avenue Beach.

NO STAGE REQUIRED FOR EVENT. DODGEBALL COURT SET UP ON SAND.

Name of Applicant/Organization: DIVA ON THE SHORE LLC

Address: 2 Courter Lane East Hanover , NJ 07936

Contact: ANGELIQUE IRIZARRY Phone: 973-930-7890

Fax; _____ Email; divaontheshore@aol.com

Non-Profit? Yes _____ No ☒ Tax Exempt Number _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOUR WILL BE STAGING:

A DODGEBALL TOURNAMENT WITH 16 TEAMS. 12 PLAYERS WILL PLAY FOR EACH TIME AT ONE TIME. THERE ARE NETTED WALLS MADE TO CATCH THE BALLS FOR EACH TEAM. WE DO ALL THE SET-UP AND BREAK DOWN. ALL FIXTURES ARE PORTABLE. PLEASE FIND THE ATTACHED PHOTO AS WELL AS SKETCH OF THE COURT.

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE:** sketch should show the dimensions of exhibit booths, structures, etc. _____

City of Asbury Park Special Events Application Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300 PEOPLE ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____ VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____

WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: 3 REFEREES AND EVERY TEAM HAS A COACH WHO WILL PROVIDE PLAYERS WITH GARBAGE BAGS. ONE FOR TRASH AND ONE FOR RECYCLEABLES. WE WILL ALSO HIRE ONE PERSON TO DO A SPOT CHECK CLEAN-UP

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: NO ADDITIONAL RESOURCES ARE NEEDED.

NOTE: There will be charges for all city services provided. Refer to the attached list.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of fire Prevention.

*Asbury Park requires minimum liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as "the additional insured." All insurance policies are to be provided to the Special Events Department not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the city of Asbury Park may incur as a result of the city issuing a special event permit to stage this event must be paid in advance by certified or cashier's check, not less than 5 business days in advance of the event date.

Angelique Irizarry

August 13, 2016

Signature of Applicant

Date

ANGELIQUE IRIZARRY

Print Name of Applicant

Total fees

Packet Pg. 39

\$250.00

**RESOLUTION NO. 2016-449**

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

**RESOLUTION AUTHORIZING THE PAYMENT OF PAYROLL IN THE AMOUNT OF
\$919,465.11**

WHEREAS, the November 15, 2016 payroll in the amount of \$919,465.11, has been approved by the Chief Financial Officer and has subsequently been audited and found correct; and

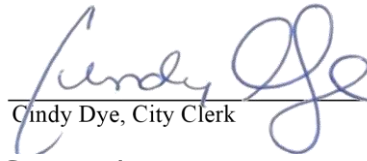
BE IT RESOLVED, that the payroll payable totaling \$919,465.11 is hereby authorized to be paid, and;

BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute payment of said payroll.

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. 2016-449 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



Cindy Dye, City Clerk

11/23/2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-449						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Mover	☒	☐	☐	☐
	Amy Quinn	Voter	☐	☐	☐	☒
	John Moor	Voter	☒	☐	☐	☐

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



RESOLUTION NO. 2016-450

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

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS IN THE FISCAL YEAR 2016 BUDGET

WHEREAS, it has been determined that various line items within the 2016 fiscal year operating budget need additional funds to cover these expenditures; and,

WHEREAS, it has also been determined that sufficient balances remain in various expense accounts to cover these expenditures; and,

WHEREAS, New Jersey Statute 40A:4-58 allows for the transfer of funds between line items during the two months during the fiscal year and the first three months of the following year.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the Chief Financial Officer is hereby authorized to make the following budget transfers:

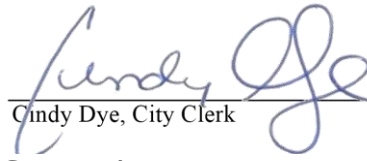
	From	To
Current Fund:		
City Clerk - Other Expenses		\$10,000.00
Legal Services - Other Expenses	\$10,000.00	

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to provide a certified copy to the Chief Financial Officer and the City Auditor.

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. 2016-450 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



Cindy Dye, City Clerk

11/23/2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-450						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Mover	☒	☐	☐	☐
	Amy Quinn	Voter	☐	☐	☐	☒
	John Moor	Voter	☒	☐	☐	☐

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



RESOLUTION NO. 2016-451

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2016 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - SPRINGWOOD PARK**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2016 in the sum of \$24,000.00 Which is now available from the Monmouth Conservation Foundation.

BE IT FURTHER RESOLVED, that a like sum of \$24,000.00 Is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

MCF - Springwood Park - \$24,000.00

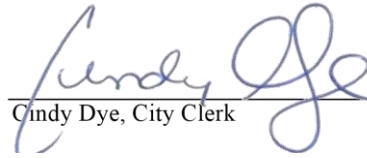
BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

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

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

NO. 2016-451 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.



Cindy Dye, City Clerk

11/23/2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-451						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Mover	☒	☐	☐	☐
	Amy Quinn	Voter	☐	☐	☐	☒
	John Moor	Voter	☒	☐	☐	☐

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



RESOLUTION NO. 2016-452

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2016 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - JAG GRANT**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount,

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2016 in the sum of \$23,029.00. Which is now available from the United States Department of Justice.

BE IT FURTHER RESOLVED, that a like sum of \$23,029 Is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

Justice Assistance Grant - \$23,029.00

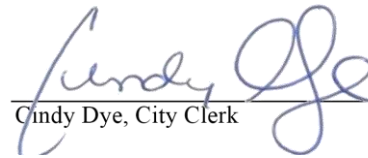
BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

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

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

NO. 2016-452 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.



Cindy Dye, City Clerk

11/17/2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-452						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Mover	☒	☐	☐	☐
	Amy Quinn	Voter	☐	☐	☐	☒
	John Moor	Voter	☒	☐	☐	☐

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



RESOLUTION NO. 2016-453

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

RESOLUTION AUTHORIZING THE PAYMENT OF BILLS IN THE AMOUNT OF \$2,447,483.49

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 \$2,447,483.49

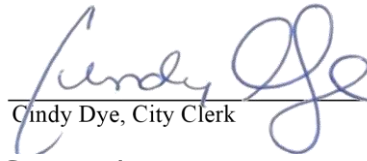
BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute and issue warrants for payment of said vouchers, but only if and when the conditions of the City Treasury shall permit.

CURRENT VOUCHERS	\$ 2,447,483.49
------------------	-----------------

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. 2016-453 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



Cindy Dye, City Clerk

11/23/2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-453						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Seconder	☒	☐	☐	☐
	Yvonne Clayton	Voter	☒	☐	☐	☐
	Jesse Kendle	Mover	☒	☐	☐	☐
	Amy Quinn	Voter	☐	☐	☐	☒
	John Moor	Voter	☒	☐	☐	☐

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

November 17, 2016
09:31 AM

CITY OF ASBURY PARK
Bill List By Budget Account

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: 5-First to 6-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
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
6-01-20-100-000-201	ADMINISTRATION General Plant					
WBMASON	W.B.MASON CO., INC.	16-03278	#WBM21200:8 1/2 x 11 COPY	149.04	0.00	
THEHAR	THE HARDWARE STORE	16-03729	#1113716:lighting set	31.98	0.00	
				181.02		
6-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	415.22	0.00	
	Extd Total: ADMINISTRATION			596.24		
	Department Total: ADMINISTRATION			596.24		
Department: MAYOR & COUNCIL						
Extd: MAYOR & COUNCIL						
6-01-20-110-000-299	MAYOR & COUNCIL Misc.					
NJCONF	NJ CONFERENCE OF MAYOR'S	16-03748	2017 Mayor's Membership Dues	510.00	0.00	
	Extd Total: MAYOR & COUNCIL			510.00		
	Department Total: MAYOR & COUNCIL			510.00		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
6-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON	W.B.MASON CO., INC.	16-03278	#WBM21200:8 1/2 x 11 COPY	149.04	0.00	
WBMASON	W.B.MASON CO., INC.	16-03430	supply order	205.21	0.00	
				354.25		
	Extd Total: MUNICIPAL CLERK			354.25		
	Department Total: MUNICIPAL CLERK			354.25		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
6-01-20-130-000-201	FINANCE General Plant					
WATSPR	WATCHUNG SPRING WATER CO., INC.	16-03721	0109409,0114831:WATER,DEL.FEE,	36.95	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	215.55	0.00	
				252.50		
6-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	16-03183	OFFICE SUPPLIES	967.35	0.00	
WBMASON	W.B.MASON CO., INC.	16-03278	#WBM21200:8 1/2 x 11 COPY	149.04	0.00	

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

November 17, 2016
09:31 AM

CITY OF ASBURY PARK
Bill List By Budget Account

Page No: 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-20-130-000-202	FINANCE Office Supplies		Continued			
WBMASON W.B.MASON CO., INC.		16-03501	OFFICE SUPPLIES	313.48	0.00	
				1,429.87		
	Extd Total: FINANCIAL ADMINISTRATION			1,682.37		
	Department Total: FINANCIAL ADMINISTRATION			1,682.37		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
6-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON W.B.MASON CO., INC.		16-03278	#WBM21200:8 1/2 X 11 COPY	149.04	0.00	
WBMASON W.B.MASON CO., INC.		16-03709	validator tape	37.89	0.00	
				186.93		
	Extd Total: TAX REVENUE ADMINISTRATION			186.93		
	Department Total: TAX REVENUE ADMINISTRATION			186.93		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
6-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU HARRY HAUSHALTER		16-03621	#1078:Sept 2016 Tax matters	869.00	0.00	
BRBVAL BRB VALUATION & CONSULTING SVC		16-03735	#1722-1:Appraiser Tax Matters	3,750.00	0.00	
				4,619.00		
	Extd Total: TAX ASSESSOR			4,619.00		
	Department Total: TAX ASSESSOR			4,619.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
6-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
CRAPRI CRAFTMASTER PRINTING, INC.		16-03600	#144958:Springwood Park Pics	23.40	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			23.40		
	Department Total: DIRECTOR OF COMMUNICATIONS			23.40		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
6-01-20-155-000-209	LEGAL SERVICES Fees					
ROBGIFF ROBERT GIFFORD ESQ.		16-03625	Legal Fees - Arbitrator	2,562.80	0.00	
MCMSCO MCMANIMON, SCOTLAND & BAUMANN, LLC		16-03722	SERVICES RENDERED THRU SEP-16	586.75	0.00	
ANSZAR ANSELL, GRIMM & AARON, P.C.		16-03738	August 2016 General & Liti	5,337.53	0.00	
ANSZAR ANSELL, GRIMM & AARON, P.C.		16-03739	September 2016 General & Liti	10,042.46	0.00	
LAWOFFS LAW OFFICE OF STEVEN S.		16-03855	Services for October 2016	6,000.00	0.00	
				24,529.54		
	Extd Total: LEGAL SERVICES			24,529.54		
	Department Total: LEGAL SERVICES			24,529.54		

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Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
6-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	16-03782	LAF 310602 Gen. Enginnering	816.98	0.00	
TMASSO	T & M ASSOCIATES	16-03789	#LAF308941:GENERAL ENGINEERING	13,475.60	0.00	
				14,292.58		
	Extd Total: ENGINEERING SERVICES			14,292.58		
	Department Total: ENGINEERING SERVICES			14,292.58		
	CAFR Total:			46,794.31		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
6-01-21-180-000-201	PLANNING BOARD General Plant					
WBMASON	W.B.MASON CO., INC.	16-03481	Oct. supplies Planning	88.54	0.00	
MONINT	MONMOUTH INTERNET CORPORATION	16-03785	#5532:(1) CISCO 504G PHONE	287.50	0.00	
INSENG	INSITE ENGINEERING	16-03809	#17589 Boston Way-PB General	925.50	0.00	
ASBPAK	ASBURY PARK PRESS	16-03812	#0001699402:PUBLISHED	126.50	0.00	
				1,428.04		
	Extd Total: PLANNING BOARD			1,428.04		
	Department Total: PLANNING BOARD			1,428.04		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
6-01-21-185-000-209	ZONING BOARD Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	200.97	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			200.97		
	Department Total: ZONING BOARD OF ADJUSTMENT			200.97		
	CAFR Total:			1,629.01		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
6-01-22-195-000-299	CODE ENFORCE Misc.					
FOXFO	FOX FLOORS	16-03607	Furnish & install carpet	2,260.46	0.00	
WBMASON	W.B.MASON CO., INC.	16-03610	office Supplies	215.93	0.00	
				2,476.39		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			2,476.39		
	Department Total: CODE ENFORCEMENT AND ADMIN.			2,476.39		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
6-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
MURARM	MURRAY'S UNIFORMS	16-03530	#23371:6 All weather jackets	695.00	0.00	
GRAING	GRAINGER	16-03656	ADA Code Tape Measure	267.80	0.00	

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6-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)		Continued			
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	189.66	0.00	
				1,152.46		
	Extd Total: CONSTRUCTION CODE OFFICIAL			1,152.46		
	Department Total: CONSTRUCTION CODE OFFICIAL			1,152.46		
	CAFR Total:			3,628.85		
Department: LIABILITY INSURANCE						
Extd: LIABILITY INSURANCE						
6-01-23-210-000-209	LIABILITY INSURANCE Fees					
NJINT	NJ INTERGOVERNMENTAL INS. FUND	16-03813	Liability Insurance 2nd half	289,720.50	0.00	
	Extd Total: LIABILITY INSURANCE			289,720.50		
	Department Total: LIABILITY INSURANCE			289,720.50		
Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
6-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
BREMOO	BRENDA J. MOORE	16-02903	REIMB. OF MEDICAL PREMIUMS	540.45	0.00	B
DOMMAR	DOMINICK MARINO	16-02904	REIMB. OF MEDICAL PREMIUMS	1,514.81	0.00	B
JOYCHA	JOYCE CHAPMAN	16-02905	REIMB. OF MEDICAL PREMIUMS	540.45	0.00	B
DOUDEW	DOUGLAS DEWYSOCKI	16-02906	REIMB. OF MEDICAL PREMIUMS	1,514.81	0.00	B
JASFAZ	JASON FAZIO	16-02907	REIMB. OF MEDICAL PREMIUMS	513.50	0.00	B
JOHMOO	JOHN MOOR	16-02909	REIMB. OF MEDICAL PREMIUMS	1,239.92	0.00	B
MARKIN	MARK KINMON	16-02910	REIMB. OF MEDICAL PREMIUMS	1,514.81	0.00	B
ROBRIC	ROBERT RICKS	16-02912	REIMB. OF MEDICAL PREMIUMS	1,283.63	0.00	B
STEKAY	STEPHEN M. KAY	16-02913	REIMB. OF MEDICAL PREMIUMS	1,239.92	0.00	B
MICMAU	MICHAEL MAUTNER	16-03731	REIMB. OF MEDICAL PREMIUMS	1,899.89	0.00	
				11,802.19		
	Extd Total: EMPLOYEE GROUP INSURANCE			11,802.19		
	Department Total: EMPLOYEE GROUP INSURANCE			11,802.19		
	CAFR Total:			301,522.69		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
6-01-25-240-000-201	POLICE General Plant					
STAPRI	STAPLES PRINT SOLUTIONS	16-02803	Toner for misc dept printers	2,237.74	0.00	
BARPRO	BARCO PRODUCTS CO.	16-03578	#101600942:Park It	232.89	0.00	
ATLLOK	ATLANTIC LOCK & SAFE	16-03681	#19859 Emergency Service Call	185.11	0.00	
WBMASON	W.B.MASON CO., INC.	16-03686	#I39039717:(2) Heater Tower	181.98	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	298.39	0.00	
				3,136.11		
6-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	16-02882	#I37709530 Desk Pad Cover	19.99	0.00	
WBMASON	W.B.MASON CO., INC.	16-03344	#I38363678:Desk Trays (8)pk	32.64	0.00	
WBMASON	W.B.MASON CO., INC.	16-03391	#I38462988:ALEVN4159 Chair	350.00	0.00	

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6-01-25-240-000-202	POLICE Office Supplies		Continued			
WBMASON W.B.MASON CO., INC.		16-03451	#I38687911:Office Supplies	50.87	0.00	
				453.50		
6-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR EDWARDS TIRE CO.		16-03084	Blanket Repairs/Maintenance	24.95	0.00	B
ASBCIR ASBURY CIRCLE CAR WASH		16-03446	#484 100 Full Service Wash	172.50	0.00	
LAKAUT LAKEWOOD AUTO-ASBURY NAPA		16-03493	Blanket Car Repairs	612.32	0.00	B
MAAAUT MAACO AUTO PAINTING		16-03614	#41826 Replaced windshield Car	112.51	0.00	
RICAUT RICH'S AUTO BODY		16-03685	#2753 Towed Cars 19 & 20	40.00	0.00	
				962.28		
6-01-25-240-000-218	POLICE Contract.Serv.					
VERZON VERIZON BUSINESS		16-03335	#201z02871812131Y Current	1,608.70	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE GPO		16-03586	#CNIN579968 Mainatenance	468.07	0.00	
VERIZON VERIZON WIRELESS		16-03689	#9773911076:Current	886.38	0.00	
				2,963.15		
6-01-25-240-000-221	POLICE Ammunition					
LAWSUP LAWMEN SUPPLY CO. OF N.J.		16-03389	#IN1078083:ELS Series Rack	1,922.80	0.00	
6-01-25-240-000-222	POLICE Training					
MONCON MONMOUTH COUNTY POLICE ACADEMY		16-00386	Gang Awareness 10/25/16	30.00	0.00	
THECAN THE CANNING GROUP		16-03807	#AP 2016-1:Leadership Training	8,000.00	0.00	
				8,030.00		
6-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA KJK RESTAURANTS, LLC		16-03019	Prisoner Meals Sept. 2016	165.51	0.00	
6-01-25-240-000-237	POLICE Accredadation					
THEROG THE ROGERS GROUP, LLC		16-03684	#3463 Specialized Service Law	4,158.33	0.00	
6-01-25-240-000-275	POLICE Traffic Maintenance					
MONARCH MONARCH ELECTRIC COMPANY		16-03597	#s106372470001 Traffic Light	253.72	0.00	
SHEWIL SHERWIN WILLIAMS		16-03619	#6683-5 Paint for Grand Avenue	207.75	0.00	
THEHAR THE HARDWARE STORE		16-03620	#1111644,1110254,1110993,	53.71	0.00	
SHEWIL SHERWIN WILLIAMS		16-03687	#4987-1:(20) 5 gal paint	277.00	0.00	
THEHAR THE HARDWARE STORE		16-03688	#1112273 10524 WD 40	6.99	0.00	
				799.17		
	Extd Total: POLICE DEPARTMENT			22,590.85		
	Department Total: POLICE DEPARTMENT			22,590.85		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
6-01-25-265-000-201	FIRE DEPT. General Plant					
ALLHAN ALL HANDS FIRE EQUIPMENT, LLC		16-03086	#INV9504:Mautner Ret Bdg	92.98	0.00	
NJEZ NJ E-ZPASS VOIL.PROCESS.CENTER		16-03554	Viol #T121625184697-01	53.00	0.00	
HERCRY HERITAGE-CRYSTAL CLEAN,LLC		16-03556	Inv 14257037 Drum Mount	376.24	0.00	
MONARCH MONARCH ELECTRIC COMPANY		16-03623	Inv S105742127, S105903463	39.00	0.00	

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6-01-25-265-000-201	FIRE DEPT. General Plant		Continued			
AIRUSA AIRGAS USA, LLC		16-03752	Inv 9939213080 Medical 02	692.00	0.00	
				1,253.22		
6-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
COUNTY COUNTY OF MONMOUTH		16-03585	Inv APFD 07-16-09 MV Repairs	439.30	0.00	
LAKAUT LAKEWOOD AUTO-ASBURY NAPA		16-03613	Inv 501092,503711,503744	190.80	0.00	
				630.10		
6-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP MUNICIPAL CAPITAL CORPORATION		16-03733	#16024:PMT. 12 OF 60	83.31	0.00	
	Extd Total: FIRE DEPARTMENT			1,966.63		
	Department Total: FIRE DEPARTMENT			1,966.63		
	CAFR Total:			24,557.48		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
6-01-26-290-000-201	STREETS & ROAD General Plant					
MONARCH MONARCH ELECTRIC COMPANY		16-00151	Electrical Supplies, Parts	87.92	0.00	B
GRAING GRAINGER		16-01069	Various Supplies, Parts, etc	483.12	0.00	B
THEHAR THE HARDWARE STORE		16-02412	Various Supplies, Tools, etc	550.89	0.00	B
SHEWIL SHERWIN WILLIAMS		16-02828	Paint, Supplies & Material	284.15	0.00	B
MOOGEN MOONEY GENERAL PAPER COMPANY		16-02996	212678,212678A:Custodian	2,132.68	0.00	
ALLAMT ALL AMERICAN TURF INC.		16-03299	Various Supplies, Tools, etc	1,738.76	0.00	B
THEHAR THE HARDWARE STORE		16-03302	Various Supplies, Tools, etc	530.15	0.00	B
MOOGEN MOONEY GENERAL PAPER COMPANY		16-03412	212678,212678A:CITY HALL SUP.	2,132.68	0.00	
MOOGEN MOONEY GENERAL PAPER COMPANY		16-03413	#214705,214705A:SUPPLIES	1,852.87	0.00	
MOOGEN MOONEY GENERAL PAPER COMPANY		16-03427	Quote for Safety Gloves	255.23	0.00	
RILOUT RILEIGHS OUTDOOR DECOR		16-03498	#27937:Holiday Lights, etc	1,274.12	0.00	
GRAING GRAINGER		16-03564	#9265730516:Hmmer Drive	380.60	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		16-03733	#16024:PMT. 12 OF 60	211.19	0.00	
				11,914.36		
6-01-26-290-000-202	STREETS & ROAD Office Supplies					
WBMASON W.B.MASON CO., INC.		16-03278	#WBM21200:8 1/2 X 11 COPY	149.04	0.00	
6-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
LAKAUT LAKEWOOD AUTO-ASBURY NAPA		16-02572	Automotive Parts, Tools, etc	220.19	0.00	B
THEHAR THE HARDWARE STORE		16-02826	Various Supplies/Parts, etc	62.80	0.00	B
EDWTIR EDWARDS TIRE CO.		16-03271	Various Tires, Supplies, etc	323.95	0.00	B
TRAPAR TRAFFIC PARTS, INC.		16-03382	Quote for Camshaft Rotor, etc	279.00	0.00	
ALLDIE ALLIED DIESEL SERVICE CORP.		16-03506	Tank Straps for Truck #51	390.79	0.00	
LAKAUT LAKEWOOD AUTO-ASBURY NAPA		16-03565	Automotive Parts, Tools, etc	569.16	0.00	B
LAKAUT LAKEWOOD AUTO-ASBURY NAPA		16-03598	#505243 Brakleen Aerosol 10/19	132.81	0.00	
NORSWE NORTHEAST SWEEPERS LLC		16-03630	#3029 Labor Service - Ravo	500.00	0.00	
LAKAUT LAKEWOOD AUTO-ASBURY NAPA		16-03643	#505195 NAPA 15W40, Pump, etc	1,336.95	0.00	
OMASTA OMAHA STANDARD, INC.		16-03645	Mack Roll-off Truck Repair	676.21	0.00	
				4,491.86		
6-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
GRORAD GROVE RADIATOR WAREHOUSE INC.		16-03599	Repairs: Coolant Resevior Tank	160.00	0.00	

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6-01-26-290-000-218	STREETS & ROAD	Contract.Serv.	Continued			
TONWAS	TONKS WASTE OIL SERVICE	16-03694 #3546	Waste Removal & Svc Fee	700.00	0.00	
ALLBOI	ALLIED BOILER REPAIR CORP.	16-03699 #15502	Labor & Material 10/24	1,090.52	0.00	
				<u>1,950.52</u>		
	Extd Total: STREETS & ROADS MAINTENANCE			18,505.78		
	Department Total: STREETS & ROADS MAINTENANCE			18,505.78		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
6-01-26-305-000-209	SOLID WASTE Fees					
OHAG	GLENN O'HAGAN-APPELATE	16-03629 #AP10212016	Vac Leaves	261.80	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03700 #101414	Construction Debris	1,739.41	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03744 #101543	Tipping Fees	26,906.95	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03746 #101488	Brush MM 10/27	880.00	0.00	
				<u>29,788.16</u>		
	Extd Total: SOLID WASTE COLLECTION			29,788.16		
	Department Total: SOLID WASTE COLLECTION			29,788.16		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
6-01-26-310-000-201	BUILDING & GND	General Plant				
STASUP	STANDARD SUPPLY CO. INC.	16-01067	Lumber, Supplies, Parts, etc	258.60	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	16-02637	Various Supplies, Tools, etc	111.57	0.00	B
UPTFAS	UPTIGHT FASTNERS	16-03596	Hardware to Install Containers	60.00	0.00	
				<u>430.17</u>		
	Extd Total: BUILDINGS & GROUNDS			430.17		
	Department Total: BUILDINGS & GROUNDS			430.17		
	CAFR Total:			48,724.11		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
6-01-27-345-000-201	SOCIAL SERVICES	General Plant				
CRAPRI	CRAFTMASTER PRINTING, INC.	16-03106	2sided flyer Treelight/Kwanzaa	25.00	0.00	
6-01-27-345-000-299	SOCIAL SERVICES	Misc.				
CRAPRI	CRAFTMASTER PRINTING, INC.	16-03106	2sided flyer Treelight/Kwanzaa	185.25	0.00	
ORITRA	ORIENTAL TRADING CO., INC.	16-03226	Decorations for Kwanzaa	222.30	0.00	
				<u>407.55</u>		
	Extd Total: SOCIAL SERVICES:			432.55		
	Department Total: SOCIAL SERVICES:			432.55		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
6-01-27-350-000-201	SENIOR CENTER	General Plant				
WBMASON	W.B.MASON CO., INC.	16-03445 I38544879,CR3577648,I38582727:		308.14	0.00	

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6-01-27-350-000-201	SENIOR CENTER General Plant		Continued			
CABLE	CABLEVISION OF NYC	16-03591	Service from 10/15 - 11/14	125.93	0.00	
				434.07		
6-01-27-350-000-299	SENIOR CENTER Misc.					
BREJAC	BRENDA JACKSON	16-03225	Quote 4th Qtr Canfu/Blanket	60.00	0.00	B
WBMASON	W.B.MASON CO., INC.	16-03407	Toner, copypaper, Calen, Marker	252.67	0.00	
ORITRA	ORIENTAL TRADING CO., INC.	16-03450	#680303015-01:supplies	165.89	0.00	
SERSTU	ALISON M. BOWIE	16-03486	Quote Ceramic 4th Qtr Blanket	132.00	0.00	B
CERSUP	CERAMIC SUPPLY INC.	16-03500	Quote For Ceramic Supplies	55.90	0.00	
				666.46		
	Extd Total: SENIOR CENTER			1,100.53		
	Department Total: SENIOR CENTER			1,100.53		
	CAFR Total:			1,533.08		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
6-01-28-370-000-299	RECREATION Misc.					
WBMASON	W.B.MASON CO., INC.	16-03471	#138648955:office supplies	141.58	0.00	
SECWOR	SECURITY WORLD INC.	16-03798	#51476:elevator monitoring	300.00	0.00	
TRESTA	TREASURER, STATE OF NJ	16-03799	PAL inspection fee	443.00	0.00	
				884.58		
	Extd Total: RECREATION SERVICES & PROGRAM			884.58		
	Department Total: RECREATION SERVICES & PROGRAM			884.58		
	CAFR Total:			884.58		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
6-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	16-03797	SERVICE 10/6-11/2	3,259.36	0.00	
NJAMER	N.J. AMERICAN WATER CO.	16-03810	SERVICE 10/6-11/2	404.06	0.00	
NJAMER	N.J. AMERICAN WATER CO.	16-03866	SERVICE 10/6-11/2	968.68	0.00	
				4,632.10		
	Extd Total: LIGHT, HEAT & POWER			4,632.10		
	Department Total: LIGHTING			4,632.10		
Department: TELEPHONE						
Extd: TELEPHONE						
6-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	16-03734	#256939-M:SVC. NOV. 2016	5,364.28	0.00	
	Extd Total: TELEPHONE			5,364.28		
	Department Total: TELEPHONE			5,364.28		

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Department: GASOLINE						
Extd: GASOLINE						
6-01-31-460-000-299	GASOLINE Misc.					
ALLOIL ALLIED OIL, LLC		16-03703	#1046007 Unleaded Fuel 10/21	4,219.64	0.00	
ALLOIL ALLIED OIL, LLC		16-03714	#1042175 Diesel Fuel 10/25	1,697.70	0.00	
				5,917.34		
	Extd Total: GASOLINE			5,917.34		
	Department Total: GASOLINE			5,917.34		
	CAFR Total:			15,913.72		
Department: DEFINED CONTRIBUTION RETIREMENT PLAN						
Extd: DEFINED CONTRIBUTION RETIREMENT PLAN						
6-01-36-478-000-299	DEFINED CONTRIBUTION RETIREMENT Misc.					
DCRP DEFINED CONT. RETIREMENT PRGRM		16-03792	#316149:OCTOBER 2016	189.56	0.00	
	Extd Total: DEFINED CONTRIBUTION RETIREMENT PLAN			189.56		
	Department Total: DEFINED CONTRIBUTION RETIREMENT PLAN			189.56		
	CAFR Total:			189.56		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
6-01-43-490-000-201	MUNIC COURT General Plant					
WBMASON W.B.MASON CO., INC.		16-02839	supplies	58.19	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		16-03669	bail recogs/ats mailers	3,464.00	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		16-03733	#16024:PMT. 12 OF 60	83.31	0.00	
GREFIN GREATAMERICA FINANCIAL SVCS.		16-03841	#19636544:mail machine	145.00	0.00	
CITCOU CITY OF ASBURY PARK		16-03845	BANK ANALYSIS FEES	271.50	0.00	
				4,022.00		
6-01-43-490-000-202	MUNIC COURT Office Supplies					
WBMASON W.B.MASON CO., INC.		16-03261	I38245681,I38503362,I38579962,	356.74	0.00	
6-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY		16-03725	#11751:interpreter 10/28/16	120.00	0.00	
	Extd Total: MUNICIPAL COURT			4,498.74		
	Department Total: MUNICIPAL COURT			4,498.74		
	CAFR Total:			4,498.74		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
6-01-55-001-000-007	TAX OVERPAYMENTS					
VERNJ VERIZON - NJ		16-03309	REFUND OVERPAYMENT OF TAXES	87,342.69	0.00	
6-01-55-001-000-015	DISB.FOR AMBULANCE RECIPITS					
DMMED DM MEDICAL BILLINGS, LLC		16-03641	Inv 4478 sept EMS Billing	457.45	0.00	

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6-01-55-001-000-025	Resrve for Master Plan					
CLACAN	CLARK, CANTON & HINTZ	16-03424	#66038:Master Plan	4,020.67	0.00	
CLACAN	CLARK, CANTON & HINTZ	16-03675	May Invoice #65859	<u>3,142.23</u>	0.00	
				7,162.90		
	Extd Total: TAXES PAYABLE:			94,963.04		
	Department Total: TAXES PAYABLE:			94,963.04		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			94,963.04		
	Fund Total: CURRENT			544,839.17		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
6-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
GRAING	GRAINGER	16-00986	Various Parts, Tools, etc	382.72	0.00	B
THEHAR	THE HARDWARE STORE	16-02086	Various Supplies, Tools, etc	98.35	0.00	B
MAAAUT	MAACO AUTO PAINTING	16-03196	#41880:Labor & Material	2,147.81	0.00	
CABLE	CABLEVISION OF NYC	16-03563	Optimum Online, etc	<u>155.54</u>	0.00	
				2,784.42		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			2,784.42		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			2,784.42		
	CAFR Total:			2,784.42		
	Fund Total: BEACH			2,784.42		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
6-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
WBMASON	W.B.MASON CO., INC.	16-02742	#I36993885 Misc Office Supply	165.89	0.00	
WBMASON	W.B.MASON CO., INC.	16-03214	#I38162130:Office Supplies	91.51	0.00	
ATTMOB	AT&T MOBILITY	16-03339	#287260245452x09272016 Current	192.40	0.00	
CABLE	CABLEVISION OF NYC	16-03522	Current Charges 10/15-11/14	115.59	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	16-03674	6 month warranty Parking meter	44,296.00	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	16-03682	#CNIN58130 Meter Read Contract	55.80	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	16-03756	#1N13138 Services Meters 4,13,	4,185.50	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03760	#506106,506097,506134,506310	<u>228.70</u>	0.00	
				49,331.39		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			49,331.39		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			49,331.39		
	CAFR Total:			49,331.39		
	Fund Total: PARKING UTILITY: BUDGET:			49,331.39		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
6-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
USABLU	USA BLUEBOOK	16-00133	various Supplies, Parts, etc	450.12	0.00	B
GRAING	GRAINGER	16-00140	Supplies, etc	140.55	0.00	B

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6-07-55-502-000-201	SEWER UTILITY O/E: General Plant		Continued			
MCMCAR	MCMaster-CARR SUPPLY CO.	16-00143	Supplies, Parts, etc	79.92	0.00	B
SHOIND	SHORE INDUSTRIAL SUPPLY	16-00145	Various Supplies, Parts, etc	157.60	0.00	B
THEHAR	THE HARDWARE STORE	16-02629	Various Supplies, Tools, etc	229.29	0.00	B
				<u>1,057.48</u>		
6-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	16-03797	SERVICE 10/6-11/2	3,020.42	0.00	
NJAMER	N.J. AMERICAN WATER CO.	16-03866	SERVICE 10/6-11/2	116.06	0.00	
				<u>3,136.48</u>		
6-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
CABLE	CABLEVISION OF NYC	16-03540	Optimum Online, etc	100.59	0.00	
ANSWER	ANSERCOMM	16-03602	#M4541-101716 Answering Svcs	153.31	0.00	
GENINC	GENSERVE, INC.	16-03628	Generator Qrtly Maintenance	515.00	0.00	
EURQC	EUROFINS QC, INC.	16-03701	#1829122 Influent/Effluent, etc	217.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	75.00	0.00	
				<u>1,060.90</u>		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			5,254.86		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			5,254.86		
	CAFR Total:			5,254.86		
	Fund Total: SEWER UTILITY: BUDGET:			5,254.86		
	Year Total:			602,209.84		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Department:	Alternate Developer Ord #					
Extd:	Recon Foot Bridge-Sunset Lake (Ord#3036)					
C-04-55-995-013-001	Recon Foot Bridge - 40A(Ord#3036/2016-1)					
TMASSO	T & M ASSOCIATES	15-01869	SVCS. RENDERED IN CONNECTION	858.38	0.00	B
TMASSO	T & M ASSOCIATES	16-01254	SUNSET FOOTBRIDGE - FEMA ASST.	1,519.86	0.00	B
TMASSO	T & M ASSOCIATES	16-02764	BLANKET FOOTBRIDGE	5,307.25	0.00	B
				<u>7,685.49</u>		
	Extd Total: Recon Foot Bridge-Sunset Lake (Ord#3036)			7,685.49		
	Department Total: Alternate Developer Ord #			7,685.49		
Extd:	Acq of Various Equip/Vehicles(Ord.#3084)					
C-04-55-998-014-002	Acq of Various Equip/Vehicles (Ord#3084)					
WBMASON	W.B.MASON CO., INC.	16-02600	#H683.L.L/HON683LL:3-DRAWER	584.99	0.00	
	Extd Total: Acq of Various Equip/Vehicles(Ord.#3084)			584.99		
Extd:	2015-39/Roadway and Sewer Improvements					
C-04-55-998-015-001	2015-39/Roadway & Sewer Improvmts (40A)					
TMASSO	T & M ASSOCIATES	16-03786	#LAF308927:ROAD PROGRAM	900.61	0.00	C

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C-04-55-998-015-001	2015-39/Roadway & Sewer Improvmnts (40A) Continued					
TMASSO T & M ASSOCIATES		16-03787	#LAF310599:ROAD PROGRAM	764.36	0.00	C
				1,664.97		
	Extd Total: 2015-39/Roadway and Sewer Improvements			1,664.97		
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-005	2016-16/ADMIN EQUIPMENT,IMPROVEMENTS					
SHIINT SHI INTERNATIONAL CORP		16-02692	#B05607501:Getac Tablet	2,021.61	0.00	
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT			2,021.61		
	Department Total:			4,271.57		
	CAFR Total:			11,957.06		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			11,957.06		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
TMASSO T & M ASSOCIATES		15-01868	SVCS. RENDERED IN CONNECTION	4,967.28	0.00	B
TMASSO T & M ASSOCIATES		16-03780	LAF310766 Outfall Diffuser	2,233.25	0.00	
TMASSO T & M ASSOCIATES		16-03781	LAF310601 Generator Design	1,087.72	0.00	
TMASSO T & M ASSOCIATES		16-03788	#LAF308928:OCEAN OUTFALL	8,553.22	0.00	
				16,841.47		
C-08-55-526-013-002	Sewer Plant Improvements - Ord. #3038					
TMASSO T & M ASSOCIATES		16-02518	ENGINEERING SVCS. WASTWATER	9,062.42	0.00	B
	Extd Total: Sewer Plant Improvements - Ord. #3038			25,903.89		
	Department Total:			25,903.89		
	CAFR Total:			25,903.89		
	Fund Total: SEWER CAPITAL FUND BUDGET:			25,903.89		
	Year Total:			37,860.95		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-015-200	2015 NJDHMS Mental Health Grant					
HOMDRU HOME DRUG		15-03492	Medication assistance	90.16	0.00	B
	Extd Total:			90.16		
G-02-43-871-016-200	2016 NJDHMS Mental Health Grant					
ORITRA ORIENTAL TRADING CO., INC.		16-03593	Calendars for Nurse Clients	14.95	0.00	
NJTRNST NJ TRANSIT CORP.%FINANCE DEPT.		16-03790	BUS FARE	744.00	0.00	
				758.95		
	Extd Total:			758.95		
	Department Total:			849.11		
	CAFR Total:			849.11		
	Fund Total: GRANT FUND BUDGET:			849.11		
	Year Total:			849.11		

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Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
T-17-72-850-850-811	2015 CDBG - ROAD IMPROVEMENTS					
GAMTIM	GAME TIME	16-03303	Replacement Parts #5077104	4,297.32	0.00	
BURCON	BURKE CONSTRUCTION, INC.	16-03561	manholes	<u>5,320.11</u>	0.00	
				9,617.43		
	Extd Total:			9,617.43		
	Department Total:			9,617.43		
	CAFR Total:			9,617.43		
T-17-73-850-850-801	2016 CDBG - ADMINISTRATION					
ASBPAK	ASBURY PARK PRESS	16-03864	Order #0001534704	181.75	0.00	
T-17-73-850-850-804	2016 CDBG - HOMEBUYERS ASSISTANCE					
TILLAW	TILTON LAW, L.L.C.	16-03671	Downpayment 1stTime Home Buyer	5,000.00	0.00	
T-17-73-850-850-809	2016 CDBG - COMMUNITY AFFAIRS RES.CENTER					
PUENIC	PUERTO NICA EXPRESS L.L.C.	16-03470	FLOORING & CEILING REPAIRS	24,950.00	0.00	
T-17-73-850-850-811	2016 CDBG - ROAD IMPROVEMENT					
GAMTIM	GAME TIME	16-03303	Replacement Parts #5077104	3,232.12	0.00	
BURCON	BURKE CONSTRUCTION, INC.	16-03561	manholes	<u>19,079.89</u>	0.00	
				22,312.01		
	Extd Total:			52,443.76		
	Department Total:			52,443.76		
	CAFR Total:			52,443.76		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			62,061.19		
Fund: TRUST OTHER						
T-20-56-850-878-801	Reserve for Recreation					
WOOCOM	WOODBIDGE COMMUNITY CENTER	16-02042	12107,14566:SUMMER CAMP	2,249.00	0.00	
	Extd Total:			2,249.00		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
TTLBL	TTLBL, LLC	16-03418	PREMIUM TSC-15-00104	1,600.00	0.00	
TTLBL	TTLBL, LLC	16-03419	PREMIUM TSC-15-00199	2,500.00	0.00	
TTLBL	TTLBL, LLC	16-03420	PREMIUM TSC-15-00278	1,400.00	0.00	
TWRCST	TWR AS CST FOR EBURY FUND 1NJ	16-03529	PREMIUM TSC-14-00204	400.00	0.00	
LILZHA	LILLIAN ZHANG	16-03726	PREMIUM TSC-14-00155	1,900.00	0.00	
USBCF	US BANK C/F TOWER DBW V TRUST	16-03791	PREMIUM TSC-15-00258	<u>29,100.00</u>	0.00	
				36,900.00		
	Extd Total:			36,900.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-930-301 COSTCO COSTCO	Reserve for Police Community Relations	16-03583	Blanket Halloween Candy	483.30	0.00	
	Extd Total:			483.30		
	Department Total:			39,632.30		
	CAFR Total:			39,632.30		
	Fund Total: TRUST OTHER			39,632.30		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-219-000-299 INSENG INSITE ENGINEERING	5TH AVE PAVILION (MADISON ASBURY RETAIL)	16-03809	#17589 Boston Way-PB General	1,155.00	0.00	
	Extd Total:			1,155.00		
	Department Total:			1,155.00		
T-21-00-269-000-299 TMASSO T & M ASSOCIATES	901-909 MEMORIAL DRIVE (ASBURY AUTO SPA)	16-03766	ASPK I0480 901 Memorial Dr.	498.12	0.00	
	Extd Total:			498.12		
	Department Total:			498.12		
T-21-00-274-000-299 INSENG INSITE ENGINEERING	208 MAIN STREET (DB VENTURES, LLC)	16-03809	#17589 Boston Way-PB General	735.00	0.00	
	Extd Total:			735.00		
	Department Total:			735.00		
T-21-00-314-000-299 INSENG INSITE ENGINEERING	1183 MAIN STREET (PATRICK J. FASANO)	16-03809	#17589 Boston Way-PB General	607.50	0.00	
	Extd Total:			607.50		
	Department Total:			607.50		
Department: PUBLIC ASST						
T-21-00-345-000-299 TMASSO T & M ASSOCIATES	RENAISSANCE VILLAGE(MICHAELS DEVELOPMNT)	16-03767	LAF308937	1,395.00	0.00	
TMASSO T & M ASSOCIATES		16-03783	LAF310767 Renaissance Village	70.50	0.00	
				1,465.50		
	Extd Total:			1,465.50		
	Department Total: PUBLIC ASST			1,465.50		
T-21-00-350-000-299 INSENG INSITE ENGINEERING	210 5TH AVENUE(INSPECTION FEE)(I-STAR)	16-03809	#17589 Boston Way-PB General	135.00	0.00	
	Extd Total:			135.00		
	Department Total:			135.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-365-000-299 TMASSO T & M ASSOCIATES	1101 OCEAN AVENUE(ASBURY PARTNERS, LLC)	16-03784	LAF310604 1101 Ocean Ave.	1,196.00	0.00	
	Extd Total:			1,196.00		
	Department Total:			1,196.00		
T-21-00-368-000-299 INSENG INSITE ENGINEERING	613 BANGS AVENUE(DJAER PROPERTIES, LLC)	16-03809	#17589 Boston Way-PB General	135.00	0.00	
	Extd Total:			135.00		
	Department Total:			135.00		
T-21-00-377-000-299 INSENG INSITE ENGINEERING	601 BANGS AVE-INSP.(ASBURY BOND, LLC)	16-03809	#17589 Boston Way-PB General	562.50	0.00	
	Extd Total:			562.50		
	Department Total:			562.50		
T-21-00-382-000-299 TMASSO T & M ASSOCIATES	1101 OCEAN(PERF.GUARANTEE)(ISTAR, INC.)	16-03282	1101 Ocean ave. LAF299675	1,198.68	0.00	
	Extd Total:			1,198.68		
	Department Total:			1,198.68		
T-21-00-383-000-299 TMASSO T & M ASSOCIATES INSENG INSITE ENGINEERING	700 BANGS AVE(INSPECTION FEE)(LINUS)	16-03769	LAF308934 700 Bangs Ave. 16-03809 #17589 Boston Way-PB General	90.13 135.00 225.13	0.00 0.00	
	Extd Total:			225.13		
	Department Total:			225.13		
T-21-00-394-000-299 TMASSO T & M ASSOCIATES	603 LAKE AVE(LIGHTING)(603 LAKE AVE, LLC)	16-03768	LAF308936	282.00	0.00	
	Extd Total:			282.00		
	Department Total:			282.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,195.43		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,195.43		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802 DAVZIR DAVID ZIRWES & ANPE CORP.	HOWELL/ASBURY PARK RCA - Miscellaneous	16-03516	RCA Rehab Not To Exceed	19,300.00	0.00	B
	Extd Total:			19,300.00		
	Department Total:			19,300.00		
	CAFR Total:			19,300.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			19,300.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
T-39-00-850-000-299	MADISON-ASBURY RETAIL - Miscellaneous					
MCMSO	MCMANIMON, SCOTLAND&BAUMANN, LLC 16-03723 #143327: MADISON BOARDWALK			2,905.60	0.00	
	Extd Total:			2,905.60		
	Department Total:			2,905.60		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			2,905.60		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			2,905.60		
	Year Total:			132,094.52		
Total Charged Lines: 343 Total List Amount: 773,014.42 Total Void Amount:				0.00		

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Balance brought forward from Total List Amount	\$ 773,014.42
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Additional Items:

Warshauer Generator	50,500.00
The Bank of New York Mellon	466,881.88
PMA	88,817.50
PMA	68,563.92
County of Monmouth 4th Qtr. Taxes	959,465.54
CMRS - Postage (Court)	3,000.00
CMRS - Postage (General)	5,000.00
Police & Fireman's Retirement (Retroactive)	<u>32,240.23</u>

Total Bill List November 22, 2016	\$ <u><u>2,447,483.49</u></u>
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RESOLUTION NO. 2016-454

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

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AUTHORIZING COMPENSATION PAYMENT TO FIL JAMES LAO UPON HIS SEPARATION OF EMPLOYMENT

WHEREAS, Fil James Lao and the City of Asbury Park have agreed on a separation and release agreement effective November 1, 2016; and

WHEREAS, Fil James Lao has accumulated earned time that he is entitled to be compensated for as follows:

38 ½ Vacation Days	\$ 17,713.85
6 ¼ Compensatory Hours	\$ 87.56
Total Amount Due	<u>\$ 18,001.41</u>

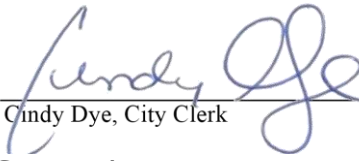
WHEREAS, in accordance with N.J.A.C. 5:30-15.4 and the Fair Labor Standards Act, sufficient documentation has been provided to Chief Financial Officer, JoAnn Boos for the above accumulated earned time.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, County of Monmouth, State of New Jersey, that they hereby approve the payment of \$18,001.41 to Fil James Lao upon his separation of employment effective November 1, 2016 for the above accumulated earned time to be paid on November 30, 2016.

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. 2016-454 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



Cindy Dye, City Clerk

11/23/2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-454						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Mover	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐
	Amy Quinn	Voter	☐	☐	☐	☒
	John Moor	Seconder	☒	☐	☐	☐

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

**RESOLUTION NO. 2016-455**

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

**AUTHORIZING THE PURCHASE OF AN EXCHANGE SERVER FOR THE POLICE
DEPARTMENT**

WHEREAS, on September 18, 2016 the Temporary Purchasing Agent solicited a proposal from SHI for installation and purchase of an exchange server for the police department; and

WHEREAS, this purchase is off of State Contract 89851; and

WHEREAS, the proposal is attached to this Resolution and is hereby named Attachment A; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Account C-04-55-998-162-005 in the amount of \$47,774.00; and

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

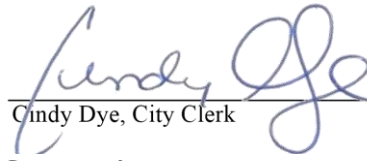
NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the purchase of hardware, installation and software of an exchange server from SHI in the amount of \$47,774.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the 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. 2016-455 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



Cindy Dye, City Clerk

11/23/2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-455						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Mover	☒	☐	☐	☐
	Yvonne Clayton	Seconder	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐
	Amy Quinn	Voter	☐	☐	☐	☒
	John Moor	Voter	☒	☐	☐	☐

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



Exchange Migration

STATEMENT OF WORK

11/18/2016

Prepared for

Asbury Park Police Department

Presented By

Gabriella Viola

Account Executive, SHI

732-652-0262

Gabriella_Viola@shi.com



Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

Prepared for Asbury Park Police Department

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

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1. EXECUTIVE SUMMARY

Asbury Park Police Department ("Customer") has engaged SHI Professional Services ("SHI") build and deploy a new Microsoft Exchange environment for the Asbury Park Police Department. This will also involve two key additional tasks: migration of existing email for the Police Department from the existing town outsourced email system to the new on-premises Exchange environment, and the configuration of a Shared Namespace hybrid Microsoft Exchange configuration, to allow proper email routing for mailboxes that will not migrate from the existing system to the new email system. This project will include:

The specific goals and objectives for this project are as follows:

- Assessment of detailed requirements
- Design and build of the Exchange solution
- Design and configuration of the Shared Namespace hybrid configuration
- Migration of mailboxes for the Police Department
- Test, documentation, and knowledge transfer of the solution

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2. PROJECT DELIVERY METHODOLOGY

SHI uses the Design, Build, Test and Deploy model as a standard for all projects. This model is an industry accepted best practice that allows for the optimal system configurations and usage of appropriate tools/functionality.



The phases of the model are described in detail as follows:

1. **Design** -> In this phase, the customer requirements are understood and a design for the on-premises Exchange solution is developed. The consultant will review requirements for the Shared namespace configuration with all appropriate town IT personnel, as designated by the town. A review of the design is conducted with and approved by the SHI Contact prior to any configuration.
2. **Build** -> In this phase, the actual implementation is executed. This would include installation and configuration of the Exchange Server and services, configuration of the backup solution, and installation and configuration of the archiving service.
3. **Test** -> Test plans for verifying the Exchange Server solution are written and executed to verify that the built environment performs as expected under various failure conditions. Results of the tests are captured for review. A pilot is also executed to ensure migration and solution success.
4. **Deploy** -> The built environment is turned over to the client with a specified amount of knowledge transfer, and all users migrated. The results of the testing are also reviewed during this phase.

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3. PROJECT MANAGEMENT

A resource will be provided by SHI to work with the Customer to see the entire project through to completion. This resource will be the first call for support of any kind at any time during the project. SHI Project Management covers items such as, but not limited to:

- Project Management conducts a kick off meeting to ensure all project deliverables are outlined and sets proper project expectations.
- Project Management ensures project timelines, dependencies, budgets and closure are met within the project lifecycle.
- Project Management holds regular status meetings with SHI's Consulting team to identify proactively any issues that may arise in order to mitigate risk.
- Project Management holds regular status meetings with the client to review project status, open action items, and upcoming tasks.
- Project Management issues regular status reports to the management of all companies involved in the project.
- Project Management facilitates any necessary change orders and administrative tasks as necessary.

4. SUMMARY OF CUSTOMER ENVIRONMENT

The Asbury Park Police Department is currently part of the email solution that is hosted by a Third Party, along with the rest of the town. The Police Department has received a mandate that they cannot have their email hosted by a third party. As a result, they are looking to implement a standalone Microsoft Exchange-based solution for the Department.

The current Asbury Park Police Department environment is:

- Approximately 140 users
- 5-7 civilian, the rest police officers
- Approximately 20 are heavy email users
- No Outlook Web Access
- All-important email will be stored in PST files (no requirement to migrate mailboxes)
- The largest PST files are 10-15 GB, but most are small
- All town employees share the same SMTP namespace (@cityofasburypark.com)
- Single location
- No hardware in place

5. PROPOSED ARCHITECTURE

SHI recommends a highly available physical server-based implementation of Microsoft Exchange in the single location designated by the Police Department. The reason for the highly available configuration is that this Exchange Solution will provide relay services for the entire town, so an outage of this system will be an outage of the entire town's email system.

6. SCOPE OF SERVICES OVERVIEW

SHI, through its employees or other agents, shall provide to Asbury Park Police Department the services described as follows:

- Assessment of current environment
- Assessment of Asbury Park Police Department and Town requirements
- Design and documentation of the solution
- Build of the solution
- Test of the solution
- Pilot of the solution
- Migration of the remaining non-pilot users to the new environment

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7. PROJECT IMPLEMENTATION TASKS

The tasks listed here represent the major tasks that will be performed as part of this project and can be driven from the Work Breakdown Schedule (WBS). Each individual sub-heading has many tasks; these are only the high level tasks or outline of the work to be performed. Actual tasks will be documented in the project plan, tracked, and noted in status documents.

Phase	Major Tasks
Project Start	Initial Project plan development
	Internal Planning sessions
	Kick-off meeting
Design	Analyze the existing email and calendaring environment and map all existing functionality to a MS Exchange/Outlook solution
	Define backup requirements
	Define archiving requirements
	Review of data migration requirements
	Review Shared Namespace requirements
	Review DNS configuration
	Review AD
	Write findings and recommendations deliverable
	Develop Exchange Design
	Develop Shared Namespace and message routing design
	Develop design and requirements of supporting services - DNS, AD, Policy
	Document Design
	Define Project Plan
	Implement AD changes
	Install Exchange SW
Build	Configure Exchange software
	Stage Message Routing configuration
	Stage DNS changes
	Document migration process
Test	Test Exchange
	Implement DNS and Message Routing changes

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Deploy	Validate all system-level functionality
	Migrate 10 Test Users
	Validate Test users
	Migrate remaining users
	Finalize documentation
Project Close	Close meeting
	Archive
	Create final project documentation

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8. DOCUMENT DELIVERABLES

The following documentation will be delivered in this project. Management of this documentation will be as follows:

1. The SHI team will create the document
2. The SHI project manager will institute revision control on the document
3. Document will be sent to the Customer for review. Unless agreed upon previously, feedback from the Customer will be required within five business days. If feedback is not received within that timeframe, the document will be considered "accepted" by the Customer
4. Asbury Park Police Department reviews and either approves it, or returns to the SHI PM with changes indicated
5. SHI team makes any necessary changes
6. SHI PM delivers final version of document to Asbury Park Police Department. This version, if required, will be used in subsequent steps in the project

1. DESIGN DOCUMENTS

Design documentation in Microsoft Visio and Word for the following areas:

- a. Exchange Topology Overview
 - i. - Mailbox Server Topology
 - ii. - Client Access Server Topology
 - iii. - Hub Transport Server Topology
 - iv. - Message Routing Topology
- b. Mailbox Server Configuration
 - i. - High Availability Configuration
 - ii. - Operating System Configuration
 - iii. - Hardware Configuration (N/A if virtualized)
- c. Storage Design
 - i. - Database Placement
 - ii. - Database Configuration
 - iii. - Physical Storage Configuration (N/A if virtualized)
- d. Backup and Restore
 - i. - Backup Schedule
 - ii. - Recovery Targets
 - iii. - Mailbox Data Recovery
- e. Hub Transport Configuration
 - i. - Operating System Configuration
 - ii. - Hardware Configuration (N/A if virtualized)
 - iii. - Message Routing Configuration

- f. Client Access Server Configuration
 - i. - Operating System Configuration
 - ii. - Hardware Configuration (N/A if virtualized)
 - iii. - SSL Certificates

2. BUILD DOCUMENTS

Build documentation in Microsoft Visio and Word for the following areas:

- a. Exchange Topology Overview
 - iv. - Mailbox Server Topology
 - v. - Client Access Server Topology
 - vi. - Hub Transport Server Topology
 - vii. - Message Routing Topology
- b. Mailbox Server Configuration
 - viii. - High Availability Configuration
 - ix. - Operating System Configuration
 - x. - Hardware Configuration (N/A if virtualized)
- c. Storage Design
 - xi. - Database Placement
 - xii. - Database Configuration
 - xiii. - Physical Storage Configuration (N/A if virtualized)
- d. Backup and Restore
 - xiv. - Backup Schedule
 - xv. - Recovery Targets
 - xvi. - Mailbox Data Recovery
- e. Hub Transport Configuration
 - xvii. - Operating System Configuration
 - xviii. - Hardware Configuration (N/A if virtualized)
 - xix. - Message Routing Topology
- f. Client Access Server Configuration
 - xx. - Operating System Configuration
 - xxi. - Hardware Configuration (N/A if virtualized)
 - xxii. - SSL Certificates

Note: This project and Scope of Work consists only of the services and deliverables listed above. Should other services or deliverables be requested or deemed necessary, a mutually agreed change order must be executed prior to the initiation of work effort being performed (see Change Control section for further detail).

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9. SUCCESS CRITERIA

The project milestones and success criteria for each milestone are as follows:

1. **Assessment Complete**
 - a. All assessment documents reviewed with Customer (list of documents in Document *Deliverables* section)
 - b. All assessment documents approved
2. **Design Complete**
 - a. All design documents reviewed with Customer (list of documents in Document *Deliverables* section)
 - b. All design documents are approved
3. **High Level Project Plan Complete**
 - a. High Level Project Plan reviewed with Customer
 - b. High Level Project Plan is approved
4. **Installation of Exchange Server Complete**
 - a. All required server roles installed
 - b. All roles configured
5. **Testing of Exchange Environment Complete**
 - a. Test plans executed to validate the solution is built to design (re-use of test plans created previously)
 - b. Customer reviews and approves the test results
6. **Project Close**
 - a. All project deliverables reviewed and approved by Customer
 - b. Microsoft Exchange is installed and operating in Asbury Park Police Department environment per design specs

10. PROJECT DURATION

The estimated project duration is 4 to 5 weeks SHI will work with Asbury Park Police Department to provide the required resources to meet a schedule that would be agreeable to all parties. In addition, the schedule assumes reasonable access to Asbury Park Police Department resources and does not allow for holidays, vacations, and unforeseen delays in deliveries.

** Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement.*

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11. RESOURCES AND SKILLS

SHI will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Resource	Role	Involvement
Solution Architect	Design, build, test, and deployment of the Microsoft Exchange solution. Migration of all users	Full-Time
Project Manager	Daily and weekly management of subcontractor resources; development and management of project plan; managing weekly or bi-weekly project meetings; documentation of all project tasks and timelines.	Part-Time

12. ASSUMPTIONS

The program and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. SHI is not responsible for lost data. SHI recommends that Asbury Park Police Department perform a full working backup of their data prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the project. Asbury Park Police Department is responsible for providing a resource dedicated to this project and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. Minimum lead time for scheduling is fourteen (14) business days from our receipt of the signed SOW or fourteen (14) business days from the confirmed start date between SHI and Asbury Park Police Department; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
4. SHI will not develop applications as a part of this Statement of Work.
5. Asbury Park Police Department will provide the necessary hardware to complete the project.
6. All documentation will be delivered within fifteen (15) business days after the completion of the onsite portion of this SOW.
7. SHI is not responsible for delays caused by failures; including but not exclusive to systems, personnel or environmental causes or in receiving data from Asbury Park Police Department.
8. Any restrictions or requirements regarding the SHI consultants' use of personal equipment must be stated in advance of the commencement of the project.
9. Asbury Park Police Department will make the necessary administrative usernames and passwords available to the SHI consultants.

10. Asbury Park Police Department will provide detailed and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
11. Asbury Park Police Department will provide the necessary workspace and network access to provide the above services.
12. Asbury Park Police Department will provide access to building(s) and room(s) as necessary to complete the services described above.
13. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Asbury Park Police Department. All wiring, hardware, and software required to perform the above services are in working order.
14. Asbury Park Police Department will provide a technical point of contact during the time of this project.
15. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.
16. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
17. The SHI consultant will be provided with administrative access to all relevant Asbury Park systems, to include Active Directory and the new Exchange Environment
18. Asbury Park will create all required service accounts in Active Directory with all entitlements as specified by the approved design document
19. The hardware required to implement the solution will be provisioned and available no later than the end of the design phase
20. All servers (physical or virtual) and operating systems required for this effort will be built, fully patched, and configured to Asbury Park standards prior to the end of the design phase.
21. The Microsoft Exchange solution will be deployed in a single datacenter
22. Asbury Park will provide a centralized platform to push the new Exchange Server configuration to the client endpoints. VDX will review options with Asbury Park.
23. No email will be migrated from the existing email system
24. VDX will support the migration of up to 140 users to the new email solution
25. Asbury Park personnel are authorized to update organizational DNS records, to include all records related to email and message delivery
26. Asbury Park personnel will grant access to DNS to allow for required changes
27. Asbury Park Police Department will obtain approval for the town email to route via the newly implemented solution to allow for the Shared Namespace configuration

13. LOCATIONS

The location/s of services to be provided and billing contact:

CONTACT INFORMATION
Company Name: Asbury Park Police Department
Street Address: One Municipal Plaza
City, State, Zip Code: Asbury Park, NJ, 07712
Contact Name and Title: Mike Capabianco; Business Administrator
Contact Phone Number and E-mail address: (732) 502-5755; michael.capabianco@cityofasburypark.com

WORK LOCATION
Street Address: TBD
City, State, Zip Code: TBD

14. CUSTOMER RESPONSIBILITIES

Both Asbury Park Police Department and SHI are responsible for the successful execution of this Project. Asbury Park Police Department agrees to the following assigned responsibilities:

- Prior to the start of this SOW, Asbury Park Police Department will indicate to SHI in writing a person to be the point of contact. All Project communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for Asbury Park Police Department in all aspects of the Project; however any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between Asbury Park Police Department and SHI is made through the SHI Project Manager.
- The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- The Customer Contact will ensure that SHI Project personnel have reasonable and safe access to the Project site and adequate office space, if required.
- The Customer Contact will help resolve Project issues and ensure that issues are brought to the attention of the appropriate persons within the Customer organization, if required.
- The Customer Contact will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this Project ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
- Asbury Park Police Department will inform SHI of all access issues and security measures, and provide access to all necessary hardware and facilities as required.
- Asbury Park Police Department will provide, at no expense to SHI: computer hardware, software, and access to the Customer network as required to complete the work described in this Statement of Work.
- Asbury Park Police Department is responsible for providing all telecommunications equipment, and related infrastructure as required for the successful completion of this Project.
- Asbury Park Police Department agrees that all related information regarding this project will be communicated to SHI as expeditiously as possible.

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15. CHANGE CONTROL PROCESS

The “Change Control Process” is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the baseline Project plan if mutually accepted by the Customer and SHI Project Managers.

Under the Change Control Process, a written “Change Request” (attached as Appendix A) will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

SHI and Asbury Park Police Department will review the change request. All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.

16. SOW REVIEW PROCESS

Upon receipt of a signed SOW and Purchase Order, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with SHI and Asbury Park Police Department's Team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Asbury Park Police Department's team who will be involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the project kick-off meeting, minutes of the Kick-off meeting will be created based on the meeting discussion and distributed to Asbury Park Police Department. Any changes to the project scope will be documented in these minutes. If Change Orders are necessary due to scope changes, that process would be initiated after the Kick-off meeting.

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17. PRICE AND PAYMENT SCHEDULE

SHI proposes to deliver the services described here for a fixed price for the fees set forth below:

Program Component	Fee
Exchange Migration	\$47,744

This price quote is valid for 60 days from 11/18/2016.

Any additional work that is required outside the scope of this SOW requires written approval by Asbury Park Police Department and SHI as described in the Change Control Process detailed in this document and will be billed at a rate mutually agreed upon by SHI and Asbury Park Police Department.

1. PAYMENT SCHEDULE

The following table describes the project milestones. When these are completed and approved by Asbury Park Police Department, SHI will invoice the specified amount.

Project Milestones	%	Fee
Kickoff	10	\$4,774
Design Approved	30	\$14,323
Build turned over to customer for testing	20	\$9,550
Migration complete	30	\$14,323
Project Close	10	\$4,774
Total:	100	\$47,744

2. TRAVEL EXPENSES

Travel expenses are not included in the above price. Any expenses incurred will be billed as actual and receipts will be provided. Any travel must be pre-approved in advance by the Customer (a pre-approval form will be submitted for signature prior to the trip). Expenses will adhere to SHI's travel policy (shown in Appendix B).

A PO for travel must be set up in advance or included as part of the PO for this Work Order.

The estimated travel expenses for this project are \$3,350.

The travel expenses are based on the following assumptions:

- 3 days onsite for assessment
- 5 days onsite for build
- 3 days onsite for deployment support

3. BILLING TERMS

SHI will request the approval of Asbury Park Police Department when a milestone (see Payment Schedule above) has been completed. Upon receipt of Asbury Park Police Department's approval, SHI will invoice Asbury Park Police Department for the milestone. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order

18. TERMS & CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of the SHI services agreement between Asbury Park Police Department and SHI, or, if Asbury Park Police Department and SHI have not executed a service agreement, the terms of the Professional Services Agreement shown in [SHI PSA - Terms and Conditions](#) incorporated herein by reference (in either case, the "Terms and Conditions".) This agreement shall be considered an "SOW" for purposes of the Terms and Conditions.

19. SPECIAL DATA SECURITY CONSIDERATIONS

As data security concerns and regulations continue to rise in import such as Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS), SHI wants to ensure the project delivery Team maintains that compliance. If the Customer organization utilizes special tools or has procedural requirements that must be observed during this project such as the use of Cloud storage or file/email encryption, please advise your SHI Sales representative and Project Manager as soon as possible. If required tools are not currently employed by the SHI Team, the costs of those tools will be a project expense pass-through. Please allow project initialization time for acquisition of these tools.

20. SOW ACCEPTANCE

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes SHI to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

Asbury Park Police Department		SHI International Corp.	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	

21. CONFIDENTIAL

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Asbury Park Police Department's organization. If a contract is awarded to SHI as a result of or in connection with the submission of this document, Asbury Park Police Department shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Asbury Park Police Department and SHI. This restriction does not limit Asbury Park Police Department right to use information contained in this document if it is obtained from another source without restriction.

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22. APPENDIX A – CHANGE REQUEST FORM

CHANGE REQUEST FORM

Project Name:	Exchange Migration
Customer Name:	Asbury Park Police Department
Change Request Number:	
Date:	
Submitted by:	
Change Evaluator:	

CHANGE REQUEST DESCRIPTION			
IMPACT OF CHANGE			
PRICE			
SIGNATURES			

Status: Accepted/Rejected		Reason:	
Asbury Park Police Department Approval:		Date:	
SHI Project Manager Approval:		Date:	

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23. APPENDIX B - SHI EXPENSE POLICY

Expense policies stated here will be followed by SHI and its subcontractors. Variance from any of these policies as required by Asbury Park Police Department must be identified and provided to SHI in writing prior to the start of this agreement.

1. All expenses will have an accompanying receipt except for mileage in a personal vehicle.
2. Personal vehicle expenses will be accompanied by the mileage being claimed.
3. All meal expense receipts will be accompanied by the detail of what was purchased by menu item.
4. Alcohol is not a reimbursed expense. Alcohol on a detailed receipt will be lined out and subtracted from the total.
5. The standard daily maximum allowance for food is \$50.00.
6. The standard daily lodging maximum is \$159 per night with higher maximums in specific locations; taxes on the actual rate are not included in this rate. Government agencies that lower this limit will be abided. For those Government agencies that follow Federal rules for lodging, the following website is used to obtain Federal rules by locale for lodging limits:
<http://www.gsa.gov/portal/category/100120>
7. All travel will be pre-approved by the Customer and supported by receipt indicating class and date(s) of travel, full amount including taxes. Travel expenses such as baggage fees are documented with receipt.
8. Expenses are capped at 150% of the estimate stated here unless specifically pre-authorized by Asbury Park Police Department.
9. Per Diem rates do not apply; only receipted expenses will be submitted.
10. Tips are capped at 15%.

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NOTICE OF AWARD AND METHOD OF OPERATION

Term Contract M0003 SOFTWARE LICENSE, MAINTENANCE, SUPPORT AND RELATED SERVICES CONTRACT

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1.0 BACKGROUND

1.1 PURPOSE AND INTENT

The purpose of Term Contract M0003 Software License, Maintenance, Support and Related Services Contract (“the contract” or “M0003”) is to provide Using Agencies and Cooperative Purchasing Partners with a mechanism to purchase software products and associated services through a Software Reseller.

The State of New Jersey participated in the competitive bid process with the Commonwealth of Massachusetts, Rhode Island and Vermont, to leverage the combined purchasing power of these states and to achieve significant cost savings for taxpayers. New Jersey awarded the contract to CDW Government LLC, Dell Marketing L.P., Insight Public Sector Inc., PCMG Inc., and SHI International Corp.

Each Contractor provides a catalog of products and services provided by a variety of Software Publishers and Services Providers (“Providers”). In addition, each Contractor offers pre-sale services to assist Using Agencies in making purchasing decisions.

In certain situations, the State may require a separate agreement to be in place with a Provider (See Section 6.0 Custom Agreements below).

1.2 WHAT'S NEW

The key differences between the expired M0003 and the new M0003 contract are as follows:

- Five (5) Contractors instead of three (3);
- No sole source for Microsoft or any other Provider;
- Two-tiered pricing;
- Revised quote package requirements;
- Revised Software Publisher/Service Provider Agreement (“SPA”) and new Software as a Solution (“SaaS”)¹ Supplement (coming soon);
- OIT and DPP Pre-Approval of SaaS; and
- Clarified roles and responsibilities on the development of Custom Agreements.

1.3 SCOPE

Using Agencies may purchase the following products and services through one of the Contractors under this contract:

- Commercial Off the Shelf Software (“COTS”);
- Software Related Services (implementation, training, installation, and configuration services. Limited customization of COTS is permitted with advance written approval of the State Contract Manager);
- Maintenance and technical support services;
- Software as a Solution (“SaaS”)(see Glossary for definition); and
- Software packaged with hardware as an appliance (with the written approval of the State Contract Manager).

¹ The State of New Jersey uses the term “as a Solution” in lieu of the common industry terminology “as a Service.”

Contractors may provide pre-sales assistance, documentation and volume license agreement (VLA) administration. Examples of pre-sale services available to Using Agencies from Contractors include:

- Volume License Agreements (“VLA”) – assistance with determining the most cost-effective buying strategy and ensuring compliance with licensing requirements;
- Recommendations –assistance in finding a package to meet a specific need, e.g., flow-charting software;
- Cost-effectiveness of upgrade protection plans;
- Total Cost of Ownership (“TCO”) comparison of premise-based licenses vs. SaaS; and
- Academic VLA assistance.

Limitations – the following are **not** permitted under this contract:

- Platform as a Solution (“PaaS”) and Infrastructure as a Solution (“IaaS”) solutions (see Glossary for definitions);
- SaaS purchases with a first year cost of over \$1,000,000 per year;
- Geographic Information System (“GIS”) software products (Use the GIS Software Contract with ESRI, located on the Division’s website at: http://www.state.nj.us/treasury/purchase/noa/contracts/m7003_11-r-21579.shtml);
- Services that are not Software Related Services, including but not limited to IT staff augmentation services and IT consulting services; and
- Leasing is not permitted for State Using Agencies. Cooperative Purchasing Partners may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this contract and is between the Contractor and the respective Cooperative Purchasing Partner only.

1.4 CONTRACT NUMBERS AND TERM

The State contract numbers are specified below:

Contractor	Contract #
CDW Government LLC	89849
Dell Marketing LP	89850
Insight Public Sector Inc.	89853
PCMG, Inc.	89854
SHI International Corp	89851

The contract term is September 1, 2015 through June 30, 2020.

1.5 OBTAINING QUOTES

Prior to placing orders, Using Agencies should review applicable Circular letters and ensure compliance.

The Using Agency must request a quote from all five Contractors, except when ordering Microsoft products under an Enterprise Agreement enrollment (see Section 1.6 below). However, only the lowest three (3) quotes need be submitted with the purchase. The Using Agency should keep all quotes received in its own file.

When requesting a quote, the Using Agency must advise the Contractor whether the Provider has a Custom Agreement or exception with the State or not. This information may be found in the

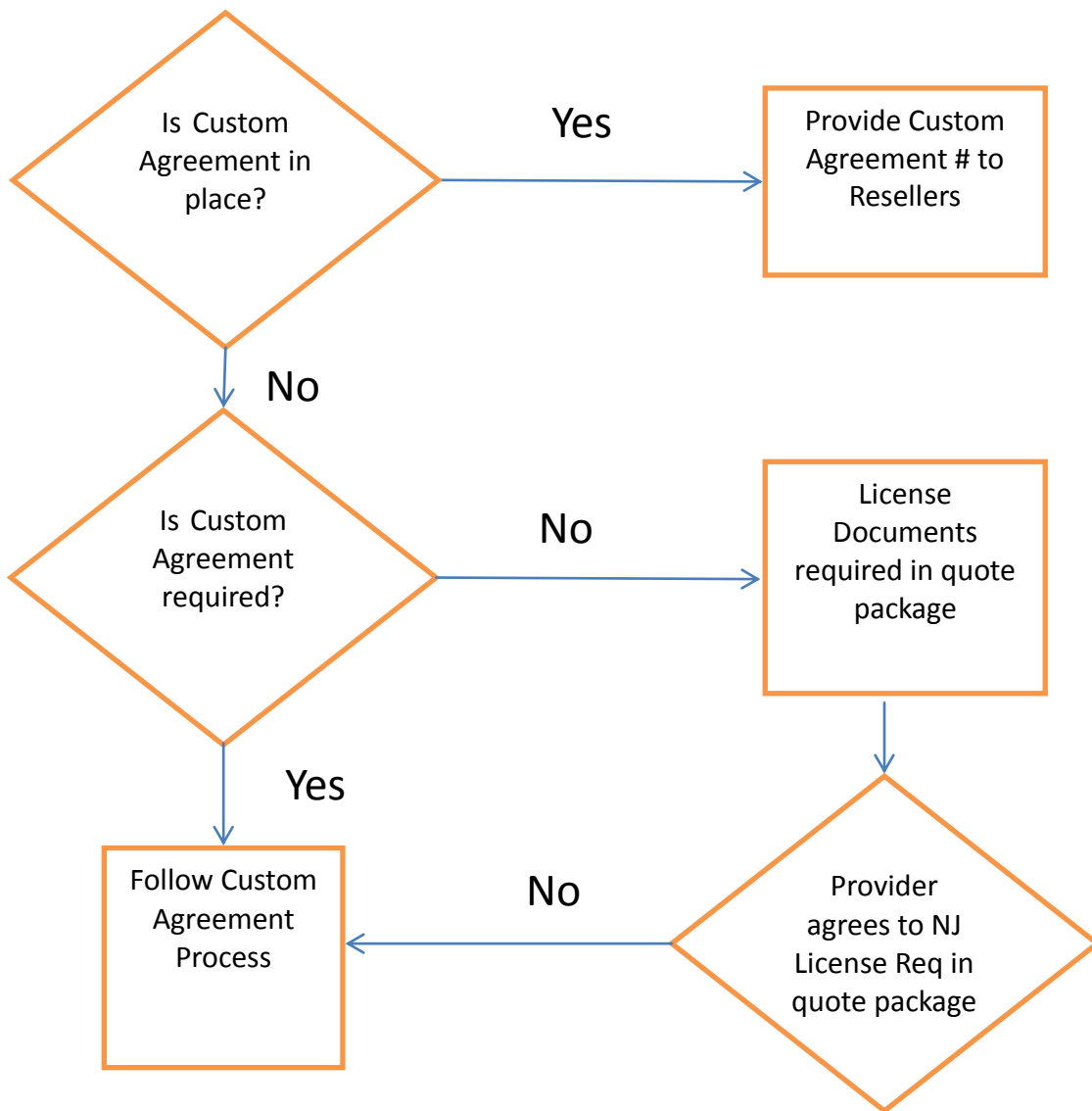
document titled "NJ Custom Agreements List" on the DPP website for the M0003 contract. This information is needed because it will determine what documentation the Contractor is required to provide in the quote package (see below).

Quote Package - All quotes submitted to the Using Agency by a Contractor must include the following information:

- Contractor's State of NJ Contract number;
- Product and/or Service description;
- Scope of Work (for Software Related Services and SaaS);
- The price of the software and/or services;
- The % discount or % mark-up;
- Disclosure of the quotes pricing level (Tier 1 or Tier2);
- The State's price;
- Term;
- **NEW:** If a Custom Agreement or exception is in place with the Provider, the quote must reference the NJ Custom Agreement Number or exception status; and
- **NEW:** If a Custom Agreement is not in place AND a Custom Agreement is not required, the quote must include the following documents (see Section 6.1):
 - The State of New Jersey License Agreement Requirements document (Exhibit 1)
 - The Provider's Standard Form Agreement(s) ("SFA") applicable to the purchase (e.g., Software License Agreement, Maintenance Agreement, Service Agreement, etc.).
- If a Custom Agreement or exception is not in place AND is required, then follow the Custom Agreement process described in Section 6.2.

See process chart below. Any quote that does not contain the information above must be returned to the Contractor and not accepted.

Quote Package Process Flow



The Using Agency may obtain quote(s) from the Contractor's website or the Using Agency may contact the Contractor representative listed below. Please note, for all purchases under this contract, the Purchase Order will be issued directly to the Contractor. In addition, it is recommended that the Using Agencies directly contact the Contractor representative for assistance with purchases before issuing a Purchase Order. This will ensure that the Using Agency is ordering the appropriate products and services to meet its needs.

Using Agencies must accept the lowest priced quote and issue a Purchase Order to the Contractor with the lowest price. There may be cases where the Contractor is unable to sell a software product. In this case, the Using Agency should obtain documentation from the Contractor stating that it cannot offer a quote and this documentation should be kept with the file for the purchase.

If a Using Agency is searching for a specific software product and it is not listed on the website, the Using Agency should call the Contractor to ascertain if the Contractor has the software under its portfolio. Contractors are permitted to add software to the contract throughout the term of the contract. Therefore, the website may not reflect the addition of a software product immediately. It should also be noted that if a Using Agency needs a specific software product and the Contractor

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does not currently have that software in its portfolio, the Contractor has the capability of working with the Provider to have the software added to its portfolio. If none of the Contractors have the specific software product needed, the Using Agency should contact all five Contractors to request the addition of the product.

Multi-year quotes – The Reseller may provide a quote for multi-year pricing. However, the Using Agency may only pay one year at a time, subject to appropriations and availability of funds.

1.6 MICROSOFT OPTIONS

Microsoft requires enrollments under an Enterprise Agreement to identify a single reseller to service that agreement. Thus, all existing enrollments under the State's Enterprise Agreement are currently serviced by Dell.

Using Agencies with an existing enrollment under the State's Enterprise Agreement that is serviced by Dell may do one of the following:

1. Continue to obtain Microsoft software through Dell under the existing enrollment, or
2. Choose to issue a Change of Channel Partner (COCN) request to switch the current enrollment from Dell to one of the other Contractors.

Using Agencies entering a new enrollment or renewing an existing enrollment under the State's Enterprise Agreement may choose any of the Contractors.

Using Agencies that purchase under the State's Select Plus Agreement or Academic Select Plus Agreement may use any of the Contractors, but may have to complete a new Public Contract Number (PCN) form with the selected Contractor.

1.7 CONTRACTOR CONTACT INFORMATION

The information below is specific to each Contractor and will assist Using Agencies with software purchases:

CDW GOVERNMENT LLC

CDW•G Account Team

Using Agencies can log-in to the Account Center on the contract site or cdwg.com for availability and contact information of the CDW•G Account Manager. Alternatively, the Using Agency can contact the following resources:

State and Local Government

Kevin Cucuel, Sales Manager

P: 866.613.1173

E: kevicuc@cdw.com

Glen Brown, Field Account Manager

P: 866.872.0847

E: glenbro@cdw.com

K-12 Education

Sarah Rosenfeld, Sales Manager

P: 203.851.7128

E: sarah.rosenfeld@cdwg.com

Jon Kertesz, Field Account Executive II

P: 866.479.7354

E: jonaker@cdw.com

Higher Education

Clayton Boras, Sales Manager

P: 866.776.7365

E: clayton@cdwg.com

David Partridge, Field Account Executive II

P: 847.465.6000

| E: davipar@cdw.comAll Other Eligible Purchasers

CDW•G Sales Assistance

| P: 800.808.4239

Other Contacts (Escalation Path)

For matters that require escalation, please reach out to the following contact

Jon Mazella, Sr. Sales Manager

| P: 866.776.7415

E: jonathan.mazella@cdwg.comOnline Pricing and Product InformationTo view CDW•G's highly competitive ITS58 price offer and expansive software portfolio, please visit www.cdwg.com/MAITS58.**DELL MARKETING L.P.**

As a general rule the Using Agency should contact the "Inside Sales Representative" for product questions and quotes, and the Account Executive for questions, local support, and in person meetings.

Account Manager – Lorri Bailey

Lorri_bailey@dell.com

512.723-0016

Software Inside Sales Representatives for selected Agencies:Eric Bohn eric_bohn@dell.com 224-543-5332

OIT	ATTORNEY GENERAL'S OFFICE	NJ COURT SYSTEM
ECONOMIC DEVELOPMENT AUTHORITY	LABOR DEPARTMENT	HUMAN SERVICES DEPARTMENT
GOVERNOR'S OFFICE	STATE TREASURER'S OFFICE	NEW JERSEY STATE LIBRARY
State Police	Community Affairs	Civil Service Commission

Jamie Wilson jamie_wilson@dell.com 224-543-5668

ENVIRONMENTAL PROTECTION DEPARTMENT	NEW JERSEY GENERAL ASSEMBLY	AGRICULTURE DEPARTMENT
NEW JERSEY STATE PAROLE BOARD	NJ Department of Health	CAPITAL BUDGETING AND PLANNING COMMISSION
HOUSING AND MORTGAGE FINANCE AGENCY (HMFA)	PERSONNEL DEPARTMENT	EDUCATIONAL FACILITIES AUTHORITY
CORRECTIONS DEPARTMENT	TRANSPORTATION DEPARTMENT	MILITARY AND VETERANS' AFFAIRS DEPARTMENT

New Jersey State agencies not listed above:Eric Bohn; eric_bohn@dell.com; 224-543-5332Jamie Wilson; jamie_wilson@dell.com; 224-543-5668

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Local Government and Municipalities:

Aaron Nichols; aaron_j_nichols@dell.com; 512-728-1394

Ryan Schumaker; ryan_schumaker@dell.com; 512-513-3588

Romina Kronick; romina_kronick@dell.com; 512-723-1135

Other Contacts (Escalation Path)

Brad Carr is the New Jersey Account Executive for Partner Software brad_carr@dell.com, 646-573-0885

Maheen Mirza is the Outside Regional Sales Director for Federal and Northeast Software Sales (excluding Dell IP). maheen_mirza@dell.com 703-334-1990

Kim Wood is the Sales Manager for Local Government and Municipalities:

kim_wood@dell.com 512-728-5262

Using Dell Software Online to get pricing, reports, and information

Link to [Dell Software Online](#)

Any Using Agency can access Dell Software Online. Some Dell Software Online features require an additional level of access:

- reports of your Agency's software purchases
- order tracking

Each Using Agency may designate one "Site Supervisor" by contacting their Dell Account Manager. The Site Supervisor will be given a login ID and password which will enable access to account information to control access to additional Dell Software Online features. If a Using Agency requires a login and password to be issued, please contact the Dell Software Inside Sales Representative identified above to request a login and password for Dell Software Online.

Other ways to get reports

The previous section describes how you can run reports on your own. If you prefer, your Dell Account Representative can create reports of your Agency's software purchases, both ad hoc reports and reports which can be scheduled for you to receive automatically on a periodic basis.

One report Using Agencies may find useful is a report showing the expiration date for maintenance for each of their software licenses.

Ordering Address

Dell Marketing, L.P.

850 Asbury Drive

Buffalo Grove, IL 60089

Payment Address

Dell Marketing, L.P.

PO Box 643561

Pittsburg, PA 15264

INSIGHT PUBLIC SECTOR, INC.

Insight Public Sector (IPS) utilizes an online portal to search for available software, quote and purchase information. If a software title A Using Agency needs is not listed, the Using Agency must contact an IPS representative via phone or email. IPS will contact the Provider and if agreed upon, IPS may add it to its catalog and provide a quote to the Using Agency.

The link for the New Jersey IPS Software Contract is: www.ips.insight.com/njm0003

Orders may be placed by phone, fax and email or online at the above website.

New Jersey Sales Team:

State and Local Government:

Ricky Rangel, Account Executive

Phone: 800-467-4448 x3296

Fax: 480-760-8142

Email: ricky.rangel@insight.com

Education:

Victor Sanabia, Account Executive

Phone: 800-467-4448 x6206

Fax: 480-760-6805

Email: victor.sanabia@insight.com

State, Local and Education:

Fred Tafoya, Account Executive

Phone: 800-467-4448 x5386

Fax: 480-760-6412

Email: fred.tafoya@insight.com

Sales Management – (Escalation Path – Complex Requirements):

Bill.Raitt@insight.com – Sales Market Leader, East P: 978-835-2588

AJ.DAgostini@insight.com - Manager, Inside Sales P: 800-467-4448 x5308

Reporting

Once you have a login and password for ips.insight.com, agencies can run reports for purchases or the IPS team can create reports of agency's software purchases and email them to directly, either ad hoc or on a scheduled, recurring basis.

PCMG INC.

Account Manager – Danayet Gebremedhin

contract@pcmg.com

800.625.5468

<u>Sales Team</u>	Bill Abrams, Account Executive ITS58@pcmg.com 877-609-5173 Joe Pasipanki, Account Executive ITS58@pcmg.com 800-625-5468 x82447
<u>All Other Eligible Purchasers</u>	PCMG Sales 800-625-5468 ITS58@pcmg.com

<u>Additional Contacts (Escalation Path)</u>	John Crescione Sales Manager SLED Toll Free: 800-625-5468 x82438 John.Crescione@pcmq.com Sandeep Kapoor Sr. Sales Manager 800-625-5468 x54047 Sandeep.kapoor@pcmq.com Imran Yunus Director of Sales 310-337-5908 iyunus@enpointe.com
<u>Contract Manager</u>	Danayet Gebremedhin contract@pcmq.com 800-625-5468 x55679
<u>Online Pricing and Product Information</u>	PCMG's exclusive software pricing for ITS 58 and additional products will be available for viewing soon.

SHI INTERNATIONAL CORP.

The Using Agency can request product, pricing or information via email, fax or phone by contacting the SHI Inside Sales Team for the State of New Jersey.

Inside Sales Team- Quotes/Orders - Toll Free: 800-744-4084
Inside Sales Team –
Mike_Wagenman@shi.com
Nicole_Lawrence@shi.com
Ashley_Brandow@shi.com
Escalation Path
Senior Inside Sales Manager is Yara_Ismail@shi.com - 732-537-7240
Team Email Alias- These emails will go to appropriate inside and outside reps.
State/Local Gov: NJGOV@shi.com
Education: NJEDU@shi.com
Overall Contract Management/ Outside Sales Team
Nick_Grappone@shi.com Public Sector Contracts Specialist
732-537-7166 (office)
Emmy_Okobi@shi.com Account Executive – NJ State Gov
Tim_Martin@shi.com Account Executive – NJ Higher Ed

Bryan_Rosenthal@shi.com	Account Executive – NJ K-12
John_Minnella@shi.com	Account Executive – NJ Local Gov
Denise_Verdicchio@shi.com	Senior Director - Public Sector SLED

2.0 PRICING

Markup/Markdown pricing is shown in the table below. Because the cost to the Contractor may vary depending on agreements with the Provider, the lowest markup will not necessarily result in the best price.

Note that there are two Levels of pricing. **Level 1** covers pricing for routine software orders, including most (but not all) of the services that were covered under the previous M0003 contract such as presales assistance, help finding/selecting products and optimizing the use of volume license agreements such as those for Microsoft and Adobe, ordering assistance, notification of upcoming maintenance expiration, obtaining reports, and catalog access. **Level 2** pricing, which is generally higher than Level 1, includes more complex transactions such as those requiring a Statement of Work. Depending on the Contractor, the markup the Level 2 markup will be 0%-3% higher than the Level 1 markup.

Software Reseller- Markups/Markdowns	Cost Plus or Cost Minus Percentage - Service Level 1 - Orders that do not require the additional level of services specified for Level 2.					Cost Plus or Cost Minus Percentage - Service Level 2 - Orders requiring: 1. Three way agreement (RFR Section 3.2.11.1) AND/OR 2. Submission of letters on behalf of Software Publishers (RFR Section 3.2.11.2) AND/OR 3. Statement of Work (RFR Section 3.2.11.4)				
Manufacturer / Software Publisher	CDW	Dell	Insight	PCMG	SHI	CDW	Dell	Insight	PCMG	SHI
Adobe	2.75%	1.12%	1.95%	1.25%	1.25%	2.75%	2.00%	2.45%	2.00%	3.00%
Agate Software	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	3.00%	5.00%
Alliance Enterprises	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	3.00%	5.00%
Axway	0.00%	1.12%	1.95%	1.50%	2.75%	0.00%	2.00%	2.45%	2.50%	5.00%
BLACKBOARD CONNECT INC	0.00%	1.50%	NA	1.50%	NA	0.00%	2.50%	NA	2.25%	NA
CA Technologies	2.25%	1.12%	1.95%	1.25%	1.25%	2.25%	2.00%	2.45%	2.50%	3.00%
Checkpoint	2.00%	1.12%	1.95%	1.25%	1.25%	2.00%	2.00%	2.45%	2.50%	3.00%
CITRIX	2.75%	1.12%	1.95%	1.25%	1.25%	2.75%	2.00%	2.25%	2.25%	4.25%
CommVault Systems	2.75%	NA	1.95%	1.25%	2.00%	2.75%	NA	2.25%	3.00%	5.00%
Computer Square, Inc	1.00%	1.12%	NA	1.25%	1.25%	1.00%	2.00%	NA	2.50%	3.00%
Compuware	2.75%	1.12%	1.95%	1.50%	2.75%	2.75%	2.00%	2.45%	3.00%	5.00%
DELL QUEST	1.50%	**	1.95%	1.25%	1.25%	1.50%	**	2.25%	2.25%	3.00%
EMERGENCY COMMUNICATIONS NETW	0.00%	1.12%	NA	1.25%	NA	0.00%	2.00%	NA	2.25%	NA
Hewlett Packard	2.75%	NA	1.95%	1.75%	2.00%	2.75%	NA	2.45%	2.00%	5.00%
IBM	1.00%	NA	1.95%	1.75%	1.25%	1.00%	NA	2.25%	3.25%	3.00%
Informatica	1.00%	1.12%	NA	1.25%	1.25%	1.00%	2.00%	NA	2.50%	3.00%
Information Builders	2.75%	1.12%	1.95%	1.75%	2.75%	2.75%	2.00%	2.45%	2.25%	5.75%
Kronos	1.00%	1.50%	NA	1.50%	1.25%	1.00%	2.50%	NA	2.50%	3.00%
McAfee	2.75%	1.50%	1.95%	1.25%	1.25%	2.75%	2.50%	2.25%	2.25%	3.00%
Microsoft Corporation	-0.25%	-0.15%	NA	NA	NA	-0.25%	0.50%	NA	NA	NA
Onpoint Technologies	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	2.25%	5.75%
Oracle	2.50%	1.12%	1.95%	1.25%	1.25%	2.50%	2.00%	2.45%	2.50%	3.00%
Pitney Bowes	2.75%	1.12%	NA	1.50%	2.75%	2.75%	2.00%	NA	3.00%	5.75%
Proofpoint	2.75%	1.12%	1.95%	1.50%	2.00%	2.75%	2.00%	2.45%	2.25%	5.00%
Red Hat	2.75%	1.50%	1.95%	1.25%	2.00%	2.75%	2.50%	2.45%	2.25%	5.00%
RSA Security	3.00%	1.12%	1.95%	1.25%	1.00%	3.00%	2.00%	2.45%	2.25%	3.00%
Salesforce	2.75%	1.50%	1.95%	1.75%	2.00%	2.75%	2.50%	2.45%	2.25%	5.00%
SAP	2.75%	1.12%	1.95%	1.75%	2.00%	2.75%	2.00%	2.45%	2.25%	5.00%
SAS INSTITUTE INC	2.75%	1.50%	1.95%	1.50%	2.00%	2.75%	2.50%	2.45%	2.25%	5.00%
Softright	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	2.25%	5.75%
STR Grants LLC	0.00%	1.12%	NA	1.50%	NA	0.00%	2.00%	NA	2.25%	NA
Symantec	3.00%	1.12%	1.95%	1.25%	1.25%	3.00%	2.00%	2.25%	2.25%	3.00%
Tritech Software Systems	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	2.25%	5.75%
Tyler Technologies	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	2.25%	5.75%
Vmware	2.25%	1.50%	1.95%	1.25%	1.25%	2.25%	2.50%	2.25%	2.25%	3.00%
Websense	1.00%	1.12%	1.95%	1.50%	1.25%	1.00%	2.00%	2.45%	2.50%	3.00%
ALL OTHER SOFTWARE	3.25%	3.50%	2.75%	2.00%	3.00%	3.25%	4.50%	2.75%	2.50%	3.00%
SOFTWARE PUBLISHER SERVICES	7.00%	3.50%	3%	2.50%	6.00%	7.00%	4.50%	3%	3.50%	6.00%

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3.0 CONTRACT CATEGORIES/LINE ITEMS

This contract contains five (5) line items. The line items are grouped as follows:

- Line #01 – General Software
- Line #02 – Maintenance and Support
- Line #03 – Software Related Services (including training)
- Line #04 – Software as a Solution (SaaS)
- Line #05 – Appliances

The contract line items are specified on the Notice of Award.

The State reserves the right to add, modify and/or delete any line items as necessary to better align with technology and methodologies.

4.0 SERVICE REQUIREMENTS

Response to telephone or email inquiries (automated reply is not sufficient): 4 hours

Providing quotes for items in Software Contractor's catalog: *4 hours

*If items are not in the Software Contractor's catalog and they have no established relationship with the Software Publisher, the Software Contractor cannot control how long it will take to obtain a quote, but must keep the Using Agency updated as to progress.

Delivery time after order receipt for shipped items: CDW - 3 days; PCMG - 7 days; Dell, Insight and SHI - 10 days (except if Eligible Entity notified of delay beyond vendor's control)

Delivery time after order receipt for electronically distributed items: PCMG - 2 days; CDW, Dell, Insight and SHI - 3 days (except if Eligible Entity notified of delay beyond vendor's control) (Subject to availability from the Software Publisher)

Defective/incorrectly delivered media: All vendors will pay for return shipment by Eligible Entity and replace by overnight delivery if requested.

Response to software download/installation problems: 8 hours from notification, for issues such as assistance in navigating the download process, replacement of non-functioning product keys, and similar activities. Assistance with complex installations that are generally handled by the Software Publisher and specified in the ordering transaction are not covered by this provision.

Notification of upcoming maintenance expiration: 3 months in advance of expiration and monthly thereafter until an order is placed, unless otherwise advised by the Eligible Entity.

Other services:

Software consultation

- Help in locating software packages to serve a particular need
- Advice on whether to buy "upgrade protection" given Using Agency's particular situation
- Help on making a decision between SaaS and premise-based software
- Advice on choosing the correct products from a particular product line for Using Agency's needs

Reporting

Generate reports on request showing licenses Using Agency has purchased from the Contractor, when licenses will expire, and other data generated from Using Agency's orders.

5.0 CONSIDERATIONS OF SPECIFIC TYPES OF PURCHASES

5.1 PURCHASE OF NEW SOFTWARE

For all purchases of new software (software that is not currently in use by the Using Agency) above \$250,000, the Using Agency must demonstrate that it considered other software publishers that provide similar functionality, and provide the technical and business justification supporting the selection of the selected Provider. The Using Agency will not receive OIT approval for such purchases without demonstrating that other possible Providers were considered.

5.2 PURCHASE OF SOFTWARE AS A SOLUTION (SAAS)

Cloud solutions that are considered IaaS and PaaS may not be procured under the contract. Rather, IaaS and PaaS must be acquired through an advertised procurement. Please refer to the Glossary definitions below for guidance on how a cloud solution is categorized.

The Using Agency must obtain pre-approval from OIT and DPP that a cloud solution is considered SaaS and therefore eligible to be procured under M0003 by submitting the completed SaaS Guidelines Worksheet (Exhibit 3) to the M0003 State Contract Manager. OIT and DPP will evaluate whether the cloud solution meets the criteria for SaaS. The Using Agency may be requested to provide additional information.

In addition, most SaaS solutions are required to obtain OIT Security approval before a SaaS purchase will be approved. Contact the OIT State Contract Manager for information on the OIT Security approval process and to determine whether the specific SaaS solution requires OIT Security approval.

The Using Agency is advised to complete these steps as early as possible in order to allow time to develop an RFP in the event that the cloud solution is not SaaS, or to develop an alternative plan in the event the cloud solution is not approved by OIT Security.

Purchases of SaaS exceeding a one (1) year cost of \$1,000,000 or more for the provision of all solution components, including operations and maintenance, shall be excluded from this contract and must be acquired through an advertised procurement. Where permitted, the term of the Scope of Work for SaaS shall not exceed a total of seven (7) years including extensions.

6.0 CUSTOM AGREEMENTS

6.1 WHEN A CUSTOM AGREEMENT IS REQUIRED

The following types of purchases require a Custom Agreement to be in place:

1. Purchases of \$50,000 or more;
2. Purchases where the Provider requires the Using Agency to sign a license or service agreement;
3. Purchases where the The State of New Jersey License Agreement Requirements document is required in the quote package and Provider does not agree to include it in the quote package; and
 - a. **NOTE:** The new M0003 contract requires the Contractor to include the Provider's SFA(s) and the State of New Jersey License Agreement Requirements document in the quote package unless a Custom Agreement is in place. If the Provider does not agree to include the State of New Jersey License Agreement Requirements document in the quote package, then a Custom Agreement package is required (See Section 6.2 below).

4. SaaS purchases where any of the following apply (OIT State Contract Manager should be contact if Using Agency is unsure if SaaS purchase requires a Custom Agreement or not):
 - a. State data is stored by the Provider;
 - b. The solution is managing a critical State business function;
 - c. The solution requires State-specific configurations in order for the State to use; or
 - d. The Office of Information Technology requires a Security Approval.

For purchases related to an existing Custom Agreement, the Using Agency must reference the NJ tracking number of the agreement on the Purchase Order. The Using Agency should reference the “Existing NJ Custom Agreements” document on the DPP website for this information.

Note: A Three Party Agreement (TPA) signed prior to March 1, 2014 for SaaS may continue for up to seven years from the date the agreement was executed. The scope of work specified by the TPA as an exhibit may be renewed and is the only work allowable under that agreement. Therefore, if any additional Using Agency wants to purchase the same software products and services, or if additional products and services are contemplated for use by a Using Agency, then a new M0003 Software Publisher/Services Provider Agreement and associated forms are necessary.

6.2 PROCEDURE FOR DEVELOPING A CUSTOM AGREEMENT

An approved final Custom Agreement generally consists of the following documents:

1. Procurement forms and certifications, and Certificate of Insurance;
2. Signed SPA, amended if necessary;
3. Signed SaaS Supplement to the SPA (SaaS only);
4. OIT Security checklist prepared by Provider and approved by OIT (SaaS only);
5. Provider’s SFA(s); and
6. Scope of Work document (Software Related Services and SaaS).

The process of developing the Custom Agreement involves several organizations. Roles and responsibilities vary depending on whether the Provider is an Enterprise Provider (a Provider that supplies software to multiple Using Agencies) or a Non-Enterprise Provider. Exhibit 2 contains a list of Enterprise Providers. The table below highlights the key activities and the responsible organizations. This process does not change or supersede approvals required by applicable Circular letters, and the Using Agency is expected to comply with same.

	Activity	Enterprise Provider	Non-Enterprise Provider	Documents Required	Comment
1	If solution is a cloud solution, obtain OIT and DPP pre-approval that solution is SaaS	OIT	Using Agency	SaaS Guidelines Worksheet	
2	Obtain OIT Security Approval or determination that it is not required	OIT	Using Agency	Contact OIT State Contract Manager	
3	Gather Contracting documents	OIT	Using Agency	See “Required Documents” on DPP website	
4	Verify Chapter 51 Approval	OIT	Using Agency	Submit Provider’s completed Chapter 51 form to	For Non-Enterprise Providers, the

				CD134@treas.nj.gov	Using Agency is responsible for obtaining Chapter 51 approval. DPP and OIT require proof of compliance to be submitted in the procurement package and will not manage the approval process for the Using Agency.
5	Verify EEO Approval	OIT	Using Agency	AA302 plus copy of Provider's \$150 check to State Treasurer, or copy of valid certificate. See AA302 instructions for additional information.	For Non-Enterprise Providers, the Using Agency is responsible for EEO compliance. DPP and OIT require proof of compliance to be submitted in the procurement package and will not manage the approval process for the Using Agency.
6	Obtain Provider SOW (Software Related Services & SaaS)	OIT	Using Agency	Provider's SOW	
7	Obtain signed SPA or redline	OIT	Using Agency	Provider signed SPA or redline	
8	Obtain Provider SFA	OIT	Using Agency	Provider SFA	
9	Review Provider SFA for business and technical issues	OIT	Using Agency		
10	Prepare comments on SFA and identify Provider and Using Agency contact for SFA issues	OIT	Using Agency	Using Agency list of concerns, Provider contact, Using Agency contact for SFA issues	For non-Enterprise Providers, the Using Agency must review the Provider

					SFA(s) for business and technical issues before submitting the documents to OIT/DPP. The Using Agency must document its concerns with the SFA(s), or state that it has none. The Using Agency must provide contact information for the Provider and a contact at the Using Agency. The Using Agency contact may be asked to participate in negotiation discussions.
11	Submit Procurement Package to OIT	OIT	Using Agency	OIT/DPP SaaS pre-approval (if necessary), OIT Security approval (if necessary, all documents obtained or prepared in 3-10 above	
12	Negotiate Custom Agreement	DPP, OIT, DOL*	DPP, Using Agency, DOL*		Using Agency contact may be asked to participate in negotiation discussions.
13	Finalize Agreement	DPP	DPP		

*DOL involved as necessary

The Custom Agreement may require lengthy negotiations. For planning purposes, the Using Agency is advised to allow 1 - 2 months after its procurement package is submitted to OIT for software and software related services purchases, and 3 - 4 months for SaaS purchases.

Cooperative Purchasing Partners should ensure that their purchases comply with their purchasing statutes and appropriate regulations for using State contracts.

6.3 EXCEPTION PROCESS

When a Custom Agreement is required, Using Agencies should endeavor to obtain the Provider's agreement on the SPA without changes. However, if the Provider insists on changes to the SPA, and the Using Agency has an urgent need to purchase the software before the SPA negotiation is likely to conclude, then the Using Agency may request an exception from DPP that would allow the purchase to proceed while the negotiation is underway.

The Using Agency must complete Activities 1 – 11 above; however, insurance certificates are not required at the time the exception is granted, but will be required before the Custom Agreement is final. The Using Agency must also obtain an acknowledgement from the Provider that the Custom Agreement, once executed, will be the controlling document for the purchase.

An exception is not permitted for purchases of SaaS that require a SPA. (See Section 6.1)

7.0 GLOSSARY

Appliance – Software packaged with hardware.

Commercial Off the Shelf Software (“COTS”) - Software provided by Provider that is commercially available and that can be used with little or no modification.

Geographic Information System (GIS) – A system designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data.

Infrastructure as a Solution (IaaS) - Infrastructure-as-a-Solution (IaaS) as used in this document is defined as the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the purchaser is able to deploy and run arbitrary software, which can include operating systems and applications. The purchaser does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).

Platform as a Solution (PaaS) - Platform-as-a-Solution (PaaS) as used in this document is defined as the capability provided to the consumer to deploy onto the cloud infrastructure purchaser-created or acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Standard Form Agreement (SFA) – Provider's standard agreement(s) that include terms and conditions applicable to a particular purchase.

Software as a Solution (SaaS) - Software-as-a-Solution (SaaS) as used in this document is defined as the capability provided to the purchaser to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

TCO – Total cost of ownership.

VLA – Volume License Administration.

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

EXHIBIT 1 – NJ License Agreement Requirements

**STATE OF NEW JERSEY
LICENSE AGREEMENT REQUIREMENTS**

For purchases under this Contract of software or SaaS with a license and/or services agreement (“license agreement”), no such license agreement shall contain or be subject to terms contrary to the following:

1. **LIMITATION OF LIABILITY:** The software publisher/services provider’s (“the Provider”) liability to the State for actual, direct damages resulting from the Provider’s performance or non-performance of, or in any manner related to, the license agreement shall be the greater of that contained in the Provider’s license agreement or 200% of the fees paid to the Provider for purchases under this Contract for the previous 12 months unless there is an executed agreement among the Provider and the State of New Jersey and/or Contractor, in which case the limit of liability in such agreement shall control, but shall not apply to the following:
 - i. The Provider’s obligation to indemnify the State; and
 - ii. The Provider’s breach of its obligations of confidentiality to the State.
2. **NO INDEMNIFICATION:** The State of New Jersey will not indemnify, defend or hold the Provider harmless. The State will not pay or reimburse for claims absent compliance with the terms of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.
3. **AUDIT NOTICE AND DISPUTE RESOLUTION:**
 - i. Notwithstanding anything to the contrary in Provider’s license agreement or SOW, in the event that the Provider seeks to exercise a right in its license agreement or SOW to audit the State’s use of Provider’s intellectual property, Provider shall deliver simultaneous written notice, no less than thirty (30) days in advance of the audit start date (unless the Provider’s notice provides a longer notice period), to:
 - a. the Director of the New Jersey Department of Treasury, Division of Purchase and Property:

Procurement Bureau, Technology Unit
P.O. Box 230
Trenton, NJ 08625-0230
 - b. the Chief of Staff of the New Jersey Office of Information Technology:

Office of the Chief Technology Officer
300 Riverview Plaza
Trenton, NJ 08625
 - c. and the New Jersey State Contract Manager, Software Contractor and Related Services Contract.

The notice shall reference the specific audit provision(s) in the Provider’s license agreement or SOW being exercised and include copies of same, specify the means by which the Provider will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.

- ii. To the extent Provider's license agreement and/or SOW permits Provider to conduct periodic audits of the State's usage of the products and/or services provided thereunder, such provision is amended to include the following dispute resolution process:
 - i. If the State, in good faith, provides Provider with written notice of an alleged error in the amount of underpaid fees due Provider as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the license agreement or SOW, as applicable, while they endeavor to resolve the dispute under this paragraph.
 - iii. The State of New Jersey will not be responsible for the cost of any audits of the license agreement performed by the Provider.
 - iv. In the event that Provider's license agreement or SOW does not provide for audits of the State's usage of the Provider's intellectual property this provision shall not be interpreted to provide such an audit right.
4. GOVERNING LAW; JURISDICTION – The license agreement and/or any orders under such license agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. ("TCA"), and the Contractual Liability Act, N.J.S.A. 59:13-1 et seq. ("CLA"), which waive the State's sovereign immunity in accordance with the terms of the TCA or CLA, as applicable, without giving effect to its conflict of laws principles. Any action brought regarding the license agreement or products or services purchased thereunder shall be filed in the appropriate Division of the State of New Jersey Superior Court.
5. CONFIDENTIALITY:
- i. The State of New Jersey's obligation to maintain the confidentiality of Provider's confidential information provided to the State under the license agreement is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.
 - ii. If the State of New Jersey receives a request for Provider confidential information related to the license agreement pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide Provider with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. Provider shall take any action it deems appropriate to protect its documents and/or information.
 - iii. The State's Confidential Information shall consist of all information or data in any form whatsoever supplied by the State, any information or data gathered by the contractor in fulfillment of the contract and any analysis thereof (whether in

fulfillment of the contract or not).

- iv. In addition, if the Provider receives a request for the State's confidential information pursuant to a court order, subpoena, or other operation of law, Provider shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Provider's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the Provider of its obligation to take action to protect such information if the Provider is aware of a legal reason to do so.
 - v. Notwithstanding the requirements of nondisclosure described in this Section 5, either party may release the other party's confidential information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State of New Jersey if the State determines the documents or information are subject to disclosure and Provider does not exercise its rights as described in subsection 5 (b), or if Provider is unsuccessful in defending its rights as described in subsection 5 (b), or 5 (iv) in the case of Provider, if Provider determines the documents or information are subject to disclosure and the State of New Jersey does not exercise its rights as described in subsection 5 (c), or if the State is unsuccessful in defending its rights as described in subsection 5 (c).
6. REFERENCES TO EXTERNAL DOCUMENTATION - Any external documentation incorporated by reference into Provider's license agreement and/or SOW, including without limitation, Technical Reference Manuals, technical support policies, copyright notices, additional license terms, etc., are subject to these terms and conditions. In the event of any conflict between the terms of a document incorporated by reference into Provider's license agreement and/or SOW, and these terms and conditions, these terms and conditions shall prevail.
7. MAINTENANCE OF RECORDS – The Provider shall maintain records for products and/or services delivered against the Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the State, including the New Jersey Office of the State Comptroller, for audit and review.

EXHIBIT 2 – Enterprise Providers

ABSOLUTE SOFTWARE (Computrace)
Adobe
Agate
Attachmate CORP.
Autodesk
Axway
BMC
CA Technologies
Checkpoint
Citrix
Compuware
Dell
EMC Corporation
Eyemetric Identity Systems
ForgeRock
Hewlett Packard
IBM
Information Builders
Kronos
McAfee
Microsoft
Oracle
Proofpoint
Red Hat
RSA Security
SAP America
Symantec
VeriSign
VMware
Websense

EXHIBIT 3 – SAAS GUIDELINES WORKSHEET

The scope of state contract M0003 permits the purchase of Software as a Solution (“SaaS”), but excludes Platform as a Solution (“PaaS”) and Infrastructure as a Solution (“IaaS”).² This Worksheet is intended to guide using agencies in determining whether a specific solution fits within the State’s definition of SaaS such that M0003 is the appropriate contract vehicle to use to purchase the solution.³ Using Agencies intending to purchase a new SaaS solution must complete this Worksheet and transmit it to the Office of Information Technology for review and approval.

Software Publisher /Service Provider:			
Name of Solution:			
Date:			
		Yes	No
1	Is the goal of the proposed purchase to provide the end user with a software solution?		
	Does the software solution include an operating system?		
	If the software solution includes an operating system, is the solution limited to operating system software?		
2	Does the end user access the software solution through a web browser or other web-based interface?		
3	Does the provider own and manage the underlying infrastructure needed to operate the software solution (e.g. computing capacity and storage)?		
4	Is the software application delivered by the provider and utilized by the end user via the internet? (e.g. software utilities, antivirus, etc.)		
5	Is access to the software solution purchased based on seats, number of users, or transactions?		
6	Is the product purchased on an annual basis? (e.g. subscription)		
7	Is the State’s control over the software application restricted to administrative control over end user configuration options?		
8	Does the pricing change depending on the computing capacity or storage space allocated to the end user?		
9	Can the State modify or customize the underlying source code?		
10	Does the solution require any hardware (other than a web enabled device)?		
11	Is the application built for the State with options to modify the source code as needed?		
12	Does the end user have any application “maintenance” obligations?		

Please use the following space to provide clarification on the above responses or additional information regarding the proposed solution.

--

² The State of New Jersey uses the term “as a Solution” in lieu of the common industry terminology “as a Service.”

³ Please note, the Department of the Treasury, Division of Purchase and Property, in consultation with the Office of Information Technology, retains the final decision making authority regarding the suitability of a particular solution for purchase under M-0003.

Recommendation:

Based on the Using Agency technical assessment and product review, we believe our responses are factual and accurate and that the cloud solution should be considered (check one):

☐ SaaS

☐ Not SaaS

Using Agency Name

Using Agency Signature

Date

To be completed by OIT and DPP:

OIT	DPP
☐ Concur	☐ Concur
☐ Disagree	☐ Disagree
Reviewer Name: _____	Reviewer Name: _____
Reviewer Initials: _____ Date: _____	Reviewer Initials: _____ Date: _____

Definitions:

Software as a Solution (SaaS) - Software-as-a-Solution (SaaS) as used in this document is defined as the capability provided to the purchaser to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Infrastructure – A combined set of hardware, software, networks, facilities, etc., in order to develop, test, deliver, monitor, control or support IT services

Infrastructure as a Solution (IaaS) - Infrastructure-as-a-Solution (IaaS) as used in this document is defined as the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the purchaser is able to deploy and run arbitrary software, which can include operating systems and applications. The purchaser does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).

Platform as a Solution (PaaS) - Platform-as-a-Solution (PaaS) as used in this document is defined as the capability provided to the consumer to deploy onto the cloud infrastructure purchaser-created or acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

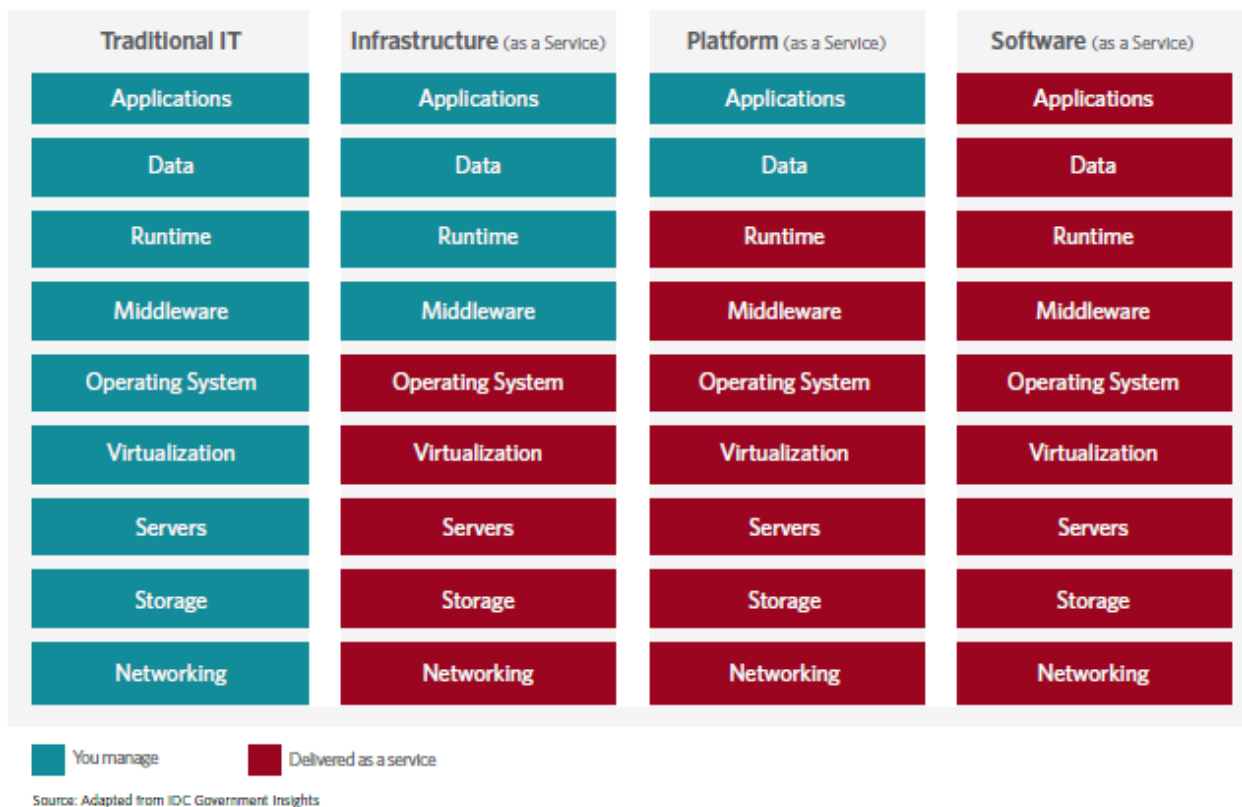
Maintenance - Software licensing purchases typically includes software maintenance which is provided pursuant to a maintenance agreement with the Software Publisher. Maintenance is usually offered in one-

year terms, and may be included with the software solution subscription or an optional add-on purchase. The maintenance agreement typically contains terms that allow the purchaser to acquire minor updates (V.1.1 => 1.2), or major updates (V.1.2 => 2.0), and may also be called Update Insurance, Upgrade Assurance. Software maintenance may also include broad support activities like error correction, enhancements of capabilities, deletion of obsolete capabilities, and optimization.

Operating system - An operating system is the software that manages computer hardware and other computing resources that provides common services for other software computer programs. The operating system is an essential component of the system software in a computer system, usually required allowing application programs to function.

Source Code – A collection of computer instructions written using some human-readable computer language, usually as text. The source code is often transformed by a compiler program into low-level machine code understood by the computer. The machine code might then be stored for execution at the command of a user, owner or operator.

Subscription – The sale of products individually or as a package in which the provider sells use or access to a solution, commonly on a periodic (monthly, yearly, or seasonal) basis. A subscription will define the limitations of use of a solution or collection of solutions, which, for example, may limit access to the software to an individual, a defined group, a set of processors or cores, or some other metric of time (one time only access) basis, as contractually defined.





RESOLUTION NO. 2016-456

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

**A RESOLUTION OF THE CITY OF ASBURY PARK RELEASING THE
PERFORMANCE BOND FOR THE SAINT JAMES, A CONDOMINIUM, 300-302
COOKMAN AVENUE (BLOCK 3207, ALL LOTS)**

WHEREAS, InSite Engineering, LLC has inspected THE SAINT JAMES, A CONDOMINIUM at 300-302 Cookman Avenue (Block 3207); and

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

WHEREAS, InSite Engineering, LLC has determined that the condition of the improvements is satisfactory, and with due regard to the passage of time; 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 \$459,946.50.

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, in accordance with the InSite Engineering, LLC's recommendations.

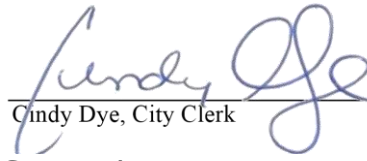
NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park, assembled in public session this 21th day of November, 2016, that the performance guarantee in the amount of \$459,946.50 be released for the improvements described above.

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. 2016-456 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



Cindy Dye, City Clerk

11/23/2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Resolution 2016-456						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Voter	☒	☐	☐	☐
	Yvonne Clayton	Mover	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐
	Amy Quinn	Voter	☐	☐	☐	☒
	John Moor	Seconder	☒	☐	☐	☐

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



ALLEGHENY CASUALTY COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

November 15, 2016

Mr. Anselm Fusco
Senior Vice President, Investments
Madison Marquette
40 East 52nd Street, 15th Floor
New York, NY 10022

City Engineer
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 77120

Re: St. James Urban Renewal Assoc. LLC
Bond No. 0474543

Gentlemen:

This will confirm that International Fidelity Insurance Company, as Surety, executed bond number 0474543 June 13, 2008 on behalf of St. James Urban Renewal Assoc. LLC, as principal, in favor of the City of Asbury Park, obligee, in the amount of \$459,946.50 to guarantee completion of certain improvements at The St. James, a Condominium. This bond was subsequently decreased by Rider issued July 12, 2011 reducing said bond to \$350,427.12. The Rider further states the parties acknowledge and agree that the improvements located on Block 129, Lot 1 in Asbury Park, NJ have been released from Bond No. 0474543 and that Bond No. 0474543, as amended and reduced hereby, covers only the improvements located on Block 128.01, Lot 1 in Asbury Park, NJ. The bond has remained and continues to be in full force and effect.

A copy of the bond and the rider are attached for your reference.

Sincerely,
International Fidelity Insurance Company


Dorothy O'Connor
Attorney-in-fact



Surety Bonds Since 1904
International Fidelity
 INSURANCE COMPANY

One Newark Center
 Newark, New Jersey 07102
 (973) 624-7200

PERFORMANCE SURETY BOND

Bond Number **0474543**

Premium: \$9,199.00

We, St. James Urban Renewal Assoc. LLC, having offices at 2001 Pennsylvania Avenue 10th Floor, Washington, DC 20006, as principal, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, having offices at One Newark Center, Newark, New Jersey 07102, a corporation duly licensed to transact a surety business in the State of New Jersey, as surety, are indebted to the municipality of City of Asbury Park, in the county of Monmouth, obligee, in the sum of \$ 459,956.50, for which payment we bind ourselves and our respective heirs, legal representatives, successors, and assigns, jointly and severally.

On May 15, 2008 (date), principal was granted approval by the City Engineer (approving authority) of the City of Asbury Park of Asbury Park, NJ for The St. James a Condominium (include reference to specific job and resolution of approval). The estimate by the municipal engineer of the cost of this work and the resolution of approval are attached hereto and made a part hereof.

Pursuant to municipal ordinance, adopted under authority of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the principal hereby furnishes a performance surety bond in the amount of \$ 459,946.50 (not to exceed 120 percent of the cost of the improvements, as certified by the municipal engineer), written by **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a surety licensed in the State of New Jersey, guarantying full and faithful completion of improvements approved by the approving authority, in lieu of completing the required improvements prior to the granting of final approval. This bond shall remain in full force and effect until such time as all improvements covered by the bond have been approved or accepted by resolution of the municipal governing body, except that in those instances where some of the improvements are approved or accepted by resolution of the governing body upon certification by the municipal engineer, partial release from the bond shall be granted in accordance with N.J.S.A. 40:55D-53. The amount of the bond remaining shall be sufficient to secure provision of

the improvements not yet approved; provided, however, that the municipality may require that 30 percent of the amount of the bond be retained to ensure completion of all improvements.

This bond shall remain in full force and effect until released by resolution of the municipal governing body.

This bond is issued subject to the following expressed conditions:

1. This bond shall not be subject to cancellation either by the principal or by the surety for any reason until such time as all improvements subject to the bond have been accepted by the municipality, in accordance with the applicable provisions of the Municipal Land Use Law.

2. This bond shall be deemed to be continuous in form and shall remain in full force and effect until the improvements are accepted by the municipality and the bond is released, or until default is declared, or until the bond is replaced by another bond meeting applicable legal requirements. Upon approval or acceptance of all improvements by the municipality, or upon replacement of this bond by another bond, liability under this bond shall cease. Upon approval or acceptance of some, but not all, of the required improvements by the municipality, partial release from the bond shall be granted in accordance with N.J.S.A. 40:55D-53; provided, however, that the portion of the bond amount sufficient to secure completion of the improvements shall continue in effect and the municipality may retain 30 percent of the bond amount posted in order to ensure such completion.

3. The aggregate liability of the surety shall not exceed the sum set forth above.

4. In the event that the improvements subject to this bond are not completed within the time allowed under the conditions of the final approval issued pursuant to the Municipal Land Use Law, including such extensions as may be allowed by the approving authority, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety fails or refuses to complete the work in accordance with the terms and conditions of the original approval, claim payment under this bond for the cost of completion of the work. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the municipality by personal delivery or by registered or certified mail or courier at the same time.

5. The surety shall have the right to complete the work in accordance with the terms and conditions of the original approval, either with its own employees or in conjunction with the principal or another contractor; provided, however, that the surety, in its sole discretion, may make a monetary settlement with the municipality as an alternative to completing the work.

6. In the event that the principal and the approving authority agree to changes in the scope of work, the obligations of the of the surety under this bond shall not be affected so long as the cost of the work does not exceed 120 percent of the municipal engineer's certified estimate, attached hereto and made a part hereof, which 120 percent of the estimate shall be the limit of the surety's obligation under this bond in any case. If the cost of the work exceeds 120 percent of the certified estimate, the principal shall secure a rider from a surety for the additional amount; provided, however, that this provision shall not be construed as requiring a surety to provide additional coverage.

7. This bond shall inure to the benefit of the municipality only and no other party shall acquire any rights hereunder.

8. In the event that this bond shall for any reason cease to be effective prior to the approval or acceptance of all improvements, a cease and desist order may be issued by the governing body, in which case all work shall stop until such time as a replacement guarantee acceptable to the approving authority becomes effective.

Signed and Sealed this date of June 13, 2008.

St. James Urban Renewal Assoc. LLC

Principal

Witness/Attest:

by,

**International Fidelity
Insurance Company, Surety**

Witness/Attest:

by, Attorney-in-Fact
Dorothy O'Connor

Lucy Dunham

RIDER

To be attached to and form a part of Bond No. 0474543
 in the amount of \$ 459,956.50 issued by International Fidelity Insurance Company
 on behalf of St. James Urban Renewal Assoc. LLC
 in favor of City of Asbury Park

Whereas said Obligee has requested that this bond be decreased
 by \$ 109,529.38.
 It is hereby understood and agreed that the bond penalty is decreased
 from \$ 459,956.50 to \$ 350,427.12 such decrease
 being effective June 13, 2011.

The parties hereto acknowledge and agree that the improvements located on Block 129, Lot 1 in Asbury Park, NJ have been released from Bond No. 0474543, and that Bond No. 0474543, as amended and reduced hereby, covers only the improvements located on Block 128.01, Lot 1 in Asbury Park, NJ.

Signed, sealed and dated this 12th day of July 20 11.

St. James Urban Renewal Assoc. LLC
 Principal

Accepted by:

By: _____

City of Asbury Park

International Fidelity Insurance Company

By: _____
 Obligee

By: _____
 Erin Bautista Attorney-in-Fact



**Asbury Park, New Jersey
ORDINANCE NO. 2016-49**

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER IV “GENERAL LICENSING”, SECTION 4.9 “DISPLAY OF MERCHANDISE IN PUBLIC AREAS; OUTDOOR/SIDEWALK CAFES”, SUBSECTION 4.9-5 “ANNUAL LICENSING FEES” OF THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”

WHEREAS, the Mayor and City Council wish to make certain revisions to the City Code relating to outdoor/sidewalk cafe licenses within the City, as set forth herein.

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 Sub-Section 4.9-5, entitled “Annual Licensing Fees,” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in the following specific respects (additions are shown with underline; deletions are shown with ~~strikeout~~):

4-9.5 Annual Licensing Fees.

a. *Public Areas on the Boardwalk or Beach.* Any person submitting an application to use a portion of the boardwalk or beach in the manner specified in this section shall pay an annual licensing fee of fifty (\$50.00) dollars, plus four (\$4.00) dollars per square foot of the boardwalk area or six (\$6.00) dollars per square foot of the beach area that they intend to utilize.

b. *Other Public Areas.* Any person submitting an application to use public areas as defined herein other than the boardwalk or beach in the manner specified in this section shall pay an annual licensing fee of fifty (\$50.00) dollars, plus two (\$~~2~~ 4.00) dollars per square foot of the public area that they intend to utilize.

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).

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

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. 2016-49 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Ordinance 2016-49						
☐ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended	Eileen Chapman	Voter	☒	☐	☐	☐
☐ Defeated	Yvonne Clayton	Seconder	☒	☐	☐	☐
☐ Tabled	Jesse Kendle	Mover	☒	☐	☐	☐
☐ Withdrawn	Amy Quinn	Voter	☐	☐	☐	☒
☒ Introduced	John Moor	Voter	☒	☐	☐	☐
Next: 12/14/16 7:00 PM						

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



**Asbury Park, New Jersey
ORDINANCE NO. 2016-50**

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 4-1 “BUSINESS LICENSES” BY AMENDING SUBSECTIONS 4-1.4 “FEES” AND SECTION 4-1.9 “STANDARDS OF OPERATION; REVOCATION OR SUSPENSION; COMPLAINTS” OF CHAPTER IV, “GENERAL LICENSING,” OF THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”

WHEREAS, the Mayor and City Council wish to make certain revisions to the City Code relating to business licenses within the City, as set forth herein.

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 Section 4-1, entitled “Business Licenses,” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in the following specific respects (additions are shown with underline; deletions are shown with ~~strikeout~~):

4-1.4 Fees.

a. *Fees Enumerated.* The annual license fees paid to the City for conducting the business herein named at the place to be designed in the license certificate issued therefor are as follows:

Amusements or amusement rides, each.....	\$ 200.00
Arcade Games, per machine.....	\$ 25.00
Automobile/Motor Cycles agency or show rooms:	
Sale of New Cars/Motor Cycles only.....	\$ 250.00
Sale of Used Cars/Motor Cycles only.....	\$ 250.00
Sale of New and Used Cars/Motor Cycles.....	\$ 500.00
Automobile Rentals.....	\$ 100.00
Automobile Repair and/or Service Station.....	\$ 100.00
Barber Shop/Hair Salons.....	\$ 50.00
Plus per chair.....	\$ 10.00
Brewery/Distributors.....	\$ 300.00
Brewery/Distributors that provide tours and/or sells product to public.....	\$ 500.00
Boarding houses, hotels, motels, inns, bed & breakfast, lodging houses	

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

Each sleeping room.....	\$ 10.00
Minimum license fee.....	\$ 50.00
Concessions	\$ 100.00
Contractors/General Builders, any kind.....	\$ 100.00
Dance Hall.....	\$ 150.00
Liquor Distributors.....	\$ 100.00
Driving School.....	\$ 100.00
Drug Store/Pharmacy.....	\$ 200.00
Food Store	
0 to 3,000 square feet.....	\$ 150.00
3,001 square feet and over.....	\$1,500.00
Live entertainment conducted for private pecuniary gain in	
Non-City owned buildings with an occupancy capacity	
Of 1,000 persons or more.....	\$2,500.00
Garage and Parking lot.....	\$ 250.00
Market Place/Inside Flea Markets.....	\$ 100.00
Miscellaneous (other business not classified or enumerated).....	\$ 100.00
Newspaper Publisher.....	\$ 150.00
Nightclubs, established, permitting dancing or public	
Entertainment where food or beverages are served to patrons	
Accommodations, up to 100 persons.....	\$ 100.00
Accommodations, from 101 to 200 patrons.....	\$ 200.00
Accommodation over 200 patrons.....	\$ 400.00
<u>Professional Services (accounting, legal, medical and.....</u>	<u>\$ 100.00</u>
<u>other such services Provided by a formally certified member</u>	
<u>of a professional body)</u>	
Real Estate Agent.....	\$ 100.00
Restaurants	
Less than 15 tables.....	\$ 100.00
15-30 tables.....	\$ 150.00
Over 30 tables.....	\$ 200.00
Retail (any sale of goods).....	\$ 100.00
Shuttle Services.....	\$ 200.00

Studios (dance, art, photography, etc.).....	\$ 100.00
Swimming Pools.....	\$ 500.00
Theater, opera or movie	
0-150 persons.....	\$ 150.00
151-350 persons.....	\$ 400.00
351-999 persons	\$ 800.00
1,000 persons or more.....	\$2,500.00
Trucks or other vehicles selling food or drinks (stationary).....	\$ 100.00

b. *Additional Fee for Mercantile Licenses with Non-Life Hazard Uses.* In addition to the fees enumerated in paragraph a. above, all mercantile licenses with non-life hazard uses, as determined by the Fire Official of the City of Asbury Park, shall pay an additional fee as established in Chapter XIV, Fire Prevention and Protection, per year to cover the cost of an annual fire inspection as required by the Division of Fire Safety Bureau of the New Jersey Department of Community Affairs.

4-1.9 Standards of Operation; Revocation or Suspension; Complaints.

a. Notwithstanding any of the foregoing references to revocation of a Business License, a license may be revoked or suspended in the event that any business is operated in a manner which substantially impairs public safety to its customers or to the general public. As a specific standard, the following activities shall be deemed to be injurious to the public health and therefor prohibited: loud and abusive noises coming from tenants, guests or business invitees; loud gatherings at all hours of the day and night within and upon the business premises; boisterous activities; loud, unruly and profane language; public drunkenness; minors consuming alcoholic beverages; overcrowding upon the business premises or near the business premises due to activity upon the business premises; use of fireworks; public urination; excessive noise as defined in the following subsections; and any other disorderly acts which disturb the peace and good order of the neighborhood and community.

b. As a further specific standard, any creating of loud or unnecessary noise shall be prohibited upon the business premises or near the business premises due to activity upon the business premises. The making, creating or permitting of any unreasonably loud, disturbing or unnecessary noise in the City is hereby prohibited.

c. The making, creating or permitting of any noise of such character, intensity or duration as to be detrimental to the life, health or welfare of any individual or which either steadily or intermittently annoys, disturbs, injures or endangers the comfort, repose, peace or safety of any individual is hereby prohibited.

d. In the event that the City, through its Police Department or municipal offices or officers, receives a complaint(s) ~~three (3) separate and verified complaints~~ arising from different incidents ~~during one (1) twelve month (12) period~~ concerning the improper operation of a business establishment constituting an action injurious to the public health, safety and welfare, the following actions shall be taken.

1. If the City Clerk, or a duly authorized representative of the Clerk, shall be of the

opinion that the violation substantially impairs the public safety to its customers or to the general public, the Business License shall be immediately be suspended. At the request of the Business Licensee, a hearing will thereafter be scheduled before the City Manager, or a duly authorized representative, within five (5) days of the request, to reinstate said Business License.

42. If the City Clerk, or a duly authorized representative of the Clerk, shall be of the opinion that the violation is minor in nature, the City Clerk, or a duly authorized representative of the Clerk, shall cause a ~~complaint~~ written notice to be issued and served upon the licensee in question. Service of said ~~complaint~~ written notice may be made by personal service, certified mail, return receipt requested, or regular mail in the event that service is refused. If the whereabouts of the licensee is unknown and the same cannot be ascertained by the exercise of reasonable diligence, the Clerk, or a duly authorized representative of the Clerk, shall make an affidavit to that effect and then serve such ~~complaint~~ written notice by publishing the same once each week for two (2) consecutive weeks in the newspaper printed and published in the City of Asbury Park or in the absence of said newspaper, in a newspaper printed and published in Monmouth County and circulating in the City of Asbury Park. The ~~complaint~~ written notice shall clearly state the charges brought against the licensee and shall contain a notice that a hearing will be held before the ~~Mayor and Council~~ City Manager, or a duly authorized representative, or such person as they shall designate at a place therein fixed not less than ten (10) days nor more than thirty (30) days after the service of said ~~complaint~~ written notice. The ~~complaint~~ written notice shall also advise the licensee that said licensee shall have the right to file an answer response to the ~~complaint~~ written notice and to appear, in person, by attorney, or otherwise, to give testimony or present evidence in his defense.

23. No later than ten (10) days after the conclusion of the above hearing, the City Manager, or a duly authorized representative, ~~Mayor and Council~~ or such person as they shall designate shall issue a written order decision setting forth its findings. If the City Manager, or a duly authorized representative, ~~Mayor and Council~~ or designated person concludes that the licensee has operated its business in a manner injurious to the public health, safety and welfare, then said written order shall prescribe the remedial action to be taken by the licensee and/or the penalty to be imposed. Penalties may include the suspension or revocation of the licensee's Business License. Any person who violates any provision of this section, upon conviction, shall be liable to the penalty stated 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. 2016-50 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Ordinance 2016-50						
☐ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended	Eileen Chapman	Mover	☒	☐	☐	☐
☐ Defeated	Yvonne Clayton	Seconder	☒	☐	☐	☐
☐ Tabled	Jesse Kendle	Voter	☒	☐	☐	☐
☐ Withdrawn	Amy Quinn	Voter	☐	☐	☐	☒
☒ Introduced	John Moor	Voter	☒	☐	☐	☐
Next: 12/14/16 7:00 PM						

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)



**Asbury Park, New Jersey
ORDINANCE NO. 2016-51**

**AN ORDINANCE AMENDING AND SUPPLEMENTING SUBSECTION 3-38.2,
ENTITLED “PENALTIES,” OF SECTION 3-38 “USE OF BICYCLES,” OF CHAPTER
III, “POLICE REGULATIONS,” OF THE “CODE OF THE CITY OF ASBURY PARK,
NEW JERSEY.”**

WHEREAS, the City of Asbury Park (the “City”) previously established regulations relating to the operation of bicycles within the City, as set forth in Section 3-38 (“Use of Bicycles”) of Chapter III, “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey”; and

WHEREAS, the Mayor and Council wish to make certain revisions relating thereto, in accordance with the provisions set forth herein.

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 Subsection 3-38.2, entitled “Penalties,” of Section 3-38, “Use of Bicycles,” of Chapter III, “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented as follows (additions are shown with underline, deletions are shown with ~~strikethrough~~):

CHAPTER III

POLICE REGULATIONS

3-38 USE OF BICYCLES.

3-38.1 Operation of Bicycles.

a. Every person operating a bicycle shall at all times operate the bicycle with due regard for the safety of other persons and vehicles lawfully upon the streets, highways, parkways and public places, as well as for his own or her safety, and shall at all times and under all conditions yield the right-of-way to pedestrians on the streets highways, parkways, public places and on the crosswalks.

b. Every person operating a bicycle shall comply with all vehicle traffic laws which apply to bicycles and all vehicular traffic signs and signals erected for the regulation of traffic.

c. Every bicycle, when in use at nighttime, shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front and with a lamp on the rear which shall emit a red light visible from a distance of at least

five hundred (500) feet to the rear. In addition to the red lamp, a red reflector may be mounted on the rear, of a type approved by the New Jersey Motor Vehicle Commission, which shall be visible from all distances from fifty (50) feet to three hundred (300) feet to the rear when directly in front of the lawful upper beams of head lamps on a motor vehicle.

d. No person shall operate a bicycle unless it is equipped with a bell or other device capable of giving a signal audible for a distance of at least one hundred (100) feet, except that a bicycle shall not be equipped with, nor shall any person use upon a bicycle, any siren or whistle.

e. Every bicycle shall be equipped with a brake which will enable the operator to make the braked wheel stop on dry, level, clean pavement.

f. A person propelling or riding on a bicycle shall not ride other than upon or astride a permanent and regular seat attached thereto, nor shall he/she ride with his/her feet removed from the pedals, or with both hands removed from the handlebars, nor shall he/she practice any trick or fancy riding in the street. No bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped.

g. No person riding upon any bicycle shall attach the same or himself/herself to any vehicle upon a roadway and no operator of any vehicle shall knowingly allow any person riding upon any bicycle to attach the same or himself/herself to the vehicle.

h. Before turning or changing the direction of any bicycle upon any street, highway, parkway or public place it shall be the duty of the bicycle rider to give a signal, by the extension of the hand, to indicate the direction it is the intention to proceed.

i. No person shall ride a bicycle on a sidewalk. Nothing in this section shall prevent the use of toy bicycles or children's tricycles on a sidewalk.

j. Every rider of a bicycle shall obey all traffic regulations as established by N.J.S.A. 39:4-1 et seq., and all ordinances passed by the City as to the regulations of traffic on stop streets, one-way streets and through streets.
(2000 Code § 3-39; New)

3-38.2 Penalties.

~~Any person, under the age of eighteen (18) years, who violates any of the vehicle traffic laws or the bicycle provisions of this section, relating to the safe riding rules and regulations and the official police instructions for the safe operation of a bicycle, shall be, for the first offense, reprimanded by the Chief of Police or his/her designee, in writing, addressed to the parents or guardian of the offender, stating the nature of the violation and a warning that a repetition of the violation or any other violation must be prevented by the parents or guardian or the offender's registration certificate will be suspended for a period of time at the discretion of the Chief of Police or his/her designee and that during that period of time the offender cannot ride his or her bicycle on the streets. On the second offense, the license shall be referred for revocation as required by law.~~

~~Any person eighteen (18) years of age or older, violating any of the provisions of this section, shall, upon conviction thereof, in addition to the suspension of or revocation of such license as herein mentioned, be subject to the penalty as stated in Chapter I, Section 1-5.~~

Penalties for violation of this Chapter shall be as prescribed by State statute (N.J.S.A. 39:4-10 through 39:4-14.15). For any violations other than those covered by the aforementioned statutes, the penalties shall be as follows: For the first offense, there shall be a fine not to exceed fifty dollars (\$50.00); For each subsequent offense, there shall be a fine not to exceed one hundred dollars (\$100.00), along with confiscation of the offender's bicycle, in the discretion of the Municipal Court Judge.

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. 2016-51 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Ordinance 2016-51						
☐ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended						
☐ Defeated	Eileen Chapman	Voter	☒	☐	☐	☐
☐ Tabled	Yvonne Clayton	Secunder	☒	☐	☐	☐
☐ Withdrawn	Jesse Kendle	Mover	☒	☐	☐	☐
☒ Introduced	Amy Quinn	Voter	☐	☐	☐	☒
Next: 12/14/16 7:00 PM	John Moor	Voter	☒	☐	☐	☐



**Asbury Park, New Jersey
ORDINANCE NO. 2016-52**

VACATING AND DEDICATING BOSTON WAY RIGHT OF WAY

WHEREAS, in order to effectuate the redevelopment of Block 702, Lot 1, it is necessary and desirable to vacate and dedicate portions of Boston Way Right of Way (ROW) to realign the property into a straight ROW; and

WHEREAS, the City is authorized to vacate and align Boston Way Right of Way pursuant to *N.J.S.A. 40A:12A-8(d), (f) and (n)* of the Local Redevelopment and Housing Law and *N.J.S.A. 40:67-1 et seq.*

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. All public rights and privileges now possessed by the City of Asbury Park in the portion of Boston Way Right of Way as further detailed on the attached Plan, entitled: "Right of Way Dedication/Vacation Plan Boston Way situated in City of Asbury Park, Monmouth County, New Jersey" and the accompanying Metes & Bounds description, entitled: "Description of Boston Way to be Dedicated situated in City of Asbury Park, Monmouth County, New Jersey, Schedule B" (copy on file with City Clerk) prepared by Suzanne E. Warren., a New Jersey Professional Land Surveyor, be and are hereby vacated and extinguished.
2. Portions of Block 702, 1 as shown on the attached above mentioned Plan shall be dedicated to be a portion of the public Right of Way known as Boston Way.
3. Title to the area being vacated and dedicated shall merge with title to the adjacent property as further detailed in the attached Plan and Metes & Bounds description (copy on file with City Clerk).
4. There is hereby reserved and excepted from said vacation all rights and privileges now possessed by public utilities, as defined in *N.J.S.A. 48:2-13*, and by any cable television franchise company as defined in the "Cable Television Act." P.L. 1972, c. 186 (*N.J.S.A. 48:5A-1 et seq.*), to maintain, repair or replace their existing facilities in, adjacent to, over or under any part thereof of the area being vacated.
5. The Official Zoning Map of the City of Asbury Park is hereby amended in accordance with the requirements of this Ordinance.

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

6. 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 that portion of the Ordinance actually adjudged to be invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
7. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.
8. This Ordinance shall take effect upon final passage and publication in accordance with the law and recording with the County of Monmouth.

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. 2016-52 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Ordinance 2016-52						
☐ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended						
☐ Defeated	Eileen Chapman	Seconder	☒	☐	☐	☐
☐ Tabled	Yvonne Clayton	Voter	☒	☐	☐	☐
☐ Withdrawn	Jesse Kendle	Mover	☒	☐	☐	☐
☒ Introduced	Amy Quinn	Voter	☐	☐	☐	☒
Next: 12/14/16 7:00 PM	John Moor	Voter	☒	☐	☐	☐

November 8, 2016

Job No. ALP-161

**DESCRIPTION OF BOSTON WAY
TO BE DEDICATED
SITUATED IN**

CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

All that certain tract, parcel, or lot of land situate and lying in the City of Asbury Park, Monmouth County, New Jersey, being more particularly bounded and described as follows:

BEGINNING at a point on the Easterly right-of-way line of Sylvan Avenue, said point being the following three courses from the intersection of the Easterly right-of-way line of Sylvan Avenue and the Southerly right-of-way line of Adams Street (40' right-of-way) extended;

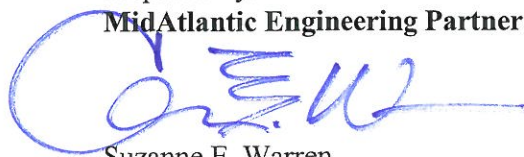
- a. South 05 degrees 08 minutes 34 seconds West, a distance of 30.00 feet to a point of curvature; thence
 - b. On a curve to the right, having a radius of 164.54 feet, an arc length of 40.07 feet, and a delta of 13 degrees 57 minutes and 08 seconds to a point of tangency; thence
 - c. South 18 degrees 38 minutes 31 seconds West, a distance of 214.93 feet; thence
1. On a curve to the left, having a radius of 20.00 feet, an arc length of 43.47 feet (delta of 124 degrees 31 minutes 15 seconds, a chord bearing of South 43 degrees 37 minutes 07 seconds East, a chord distance of 35.40) feet to a point; thence
 2. North 74 degrees 07 minutes 16 seconds East, a distance of 677.76 feet to a point on the westerly right of way line of Memorial Drive (variable width R.O.W.); thence
 3. On the westerly line of Memorial Drive, South 19 degrees 32 minutes 21 seconds West, a distance of 49.08 feet to a point; thence
 4. South 74 degrees 07 minutes 16 seconds West, a distance of 714.86 feet to a point; thence
 5. On the extended easterly right-of-way line of Sylvan Avenue, North 18 degrees 38 minutes 31 seconds East, a distance of 86.58 feet to the point and place of **BEGINNING**.

Containing 28,939 square feet or 0.66 acres of land, more or less.

This description is in accordance with a map titled "Right of Way Vacation/Dedication Plan Boston Way situated in City of Asbury Park, Monmouth County, New Jersey" prepared by MidAtlantic Engineering Partners, dated November 4, 2016.

Prepared By:

MidAtlantic Engineering Partners



Suzanne E. Warren
Professional Land Surveyor
New Jersey License No. GS03897900

November 8, 2016

Job No. ALP-161

**DESCRIPTION OF BOSTON WAY
TO BE VACATED
SITUATED IN
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY**

All that certain tract, parcel, or lot of land situate and lying in the City of Asbury Park, Monmouth County, New Jersey, being more particularly bounded and described as follows:

BEGINNING at a point on the Easterly right-of-way line of Sylvan Avenue, said point being the following three courses from the intersection of the Easterly right-of-way line of Sylvan Avenue and the Southerly right-of-way line of Adams Street (40' right-of-way) extended;

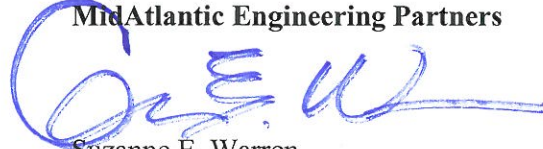
- a. South 05 degrees 08 minutes 34 seconds West, a distance of 30.00 feet to a point of curvature; thence
 - b. On a curve to the right, having a radius of 164.54 feet, an arc length of 40.07 feet, and a delta of 13 degrees 57 minutes and 08 seconds to a point of tangency; thence
 - c. South 18 degrees 38 minutes 31 seconds West, a distance of 206.81 feet; thence
1. On a curve to the left, having a radius of 30.00 feet, an arc length of 65.20 feet (delta of 124 degrees 31 minutes 51 seconds) to a point of tangency; thence
 2. North 74 degrees 06 minutes 40 seconds East, a distance of 5.50 feet to a point of curvature; thence
 3. On a curve to the left, having a radius of 7.00 feet, an arc length of 10.99 feet (delta of 89 degrees 57 minutes 00 seconds) to a point of tangency; thence
 4. North 15 degrees 50 minutes 20 seconds, a distance of 13.15 feet to a point; thence
 5. North 74 degrees 09 minutes 40 seconds East, a distance of 261.52 feet to a point; thence
 6. South 15 degrees 50 minutes 20 seconds East, a distance of 13.12 feet to a point of curvature; thence
 7. On a curve to the left, having a radius of 7.00 feet, an arc length of 11.00 feet, (delta of 90 degrees 01 minutes 50 seconds) to a point of tangency; thence
 8. North 74 degrees 07 minutes 50 seconds East, a distance of 377.35 feet to a point in the westerly right of way line of Memorial Drive (variable width R.O.W.); thence
 9. On the westerly line of Memorial Drive, South 19 degrees 32 minutes 21 seconds West, a distance of 28.94 feet to a point; thence
 10. South 76 degrees 21 minutes 40 seconds West, a distance of 83.66 feet to a point; thence
 11. South 72 degrees 54 minutes 20 seconds West, a distance of 132.42 feet to a point; thence
 12. South 73 degrees 28 minutes 30 seconds West, a distance of 86.47 feet to a point; thence
 13. South 74 degrees 08 minutes 20 seconds West, a distance of 27.57 feet to a point; thence
 14. South 76 degrees 20 minutes 30 seconds West, a distance of 103.05 feet to a point; thence
 15. South 73 degrees 39 minutes 10 seconds West, a distance of 51.20 feet to a point; thence
 16. South 71 degrees 11 minutes 50 seconds West, a distance of 40.30 feet to a point; thence
 17. South 00 degrees 44 minutes 40 seconds West, a distance of 4.59 feet to a point; thence
 18. South 72 degrees 01 minutes 40 seconds West, a distance of 94.98 feet to a point; thence
 19. South 74 degrees 27 minutes 40 seconds West, a distance of 98.67 feet to a point; thence
 20. On the easterly side of Sylvan Avenue, North 18 degrees 38 minutes 31 seconds East, a distance of 93.55 feet to the point and place of **BEGINNING**.

Containing 23,308 square feet or 0.54 acres of land, more or less.

This description is in accordance with a map titled "Right of Way Vacation/Dedication Plan Boston Way situated in City of Asbury Park, Monmouth County, New Jersey" prepared by MidAtlantic Engineering Partners, dated November 4, 2016.

Prepared By:

MidAtlantic Engineering Partners



Suzanne E. Warren

Professional Land Surveyor

New Jersey License No. GS03897900

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)





**Asbury Park, New Jersey
ORDINANCE NO. 2016-48**

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXVIII “HEALTH REGULATIONS” BY ADDING SUBSECTION 28-4 “STERILE SYRINGE ACCESS PROGRAM” OF THE “REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY

WHEREAS, the City of Asbury Park needs a comprehensive plan to stem the spread of injection-related HIV and hepatitis C; and

WHEREAS, the sharing of contaminated syringes is the leading cause of HIV/AIDS in Asbury Park with 37 percent of HIV/AIDS infections to date caused by the sharing of contaminated syringes; and

WHEREAS, communities of color have been particularly affected, with 70 percent of individuals with HIV/AIDS infections in Asbury Park being African American; and

WHEREAS, six reputable government studies and numerous clinical studies have proven sterile syringe access programs to be effective in reducing the spread of HIV, hepatitis C, and other blood-borne diseases, without increasing drug abuse; and

WHEREAS, every scientific, medical, and professional body to study the issue has concluded that sterile syringe access programs are effective in reducing the transmission of HIV/AIDS, including the American Medical Association, the American Public Health Association, the National Academy of Sciences, the National Institutes of Health Consensus Panel, the American Pediatric Association, and the United States Conference of Mayors; and

WHEREAS, studies of sterile syringe access programs have proven that these programs serve as a bridge to drug treatment and other social services for injection drug users, and save taxpayers money by reducing medical costs; and

WHEREAS, two reports from the New Jersey State Department of Health have found New Jersey’s Syringe Access Programs to successful and beneficial; and

WHEREAS, it is in the best interests of the people of the City of Asbury Park to reduce the spread of HIV, hepatitis C, and other blood-borne diseases; and

THEREFORE BE IT ORDAINED, by the City Council of the City of Asbury Park that Chapter XXVIII “Health Regulations” be amended by adding Subsection 28-4 “Sterile Syringe Access Program” as follows:

Minutes Acceptance: Minutes of Nov 22, 2016 7:00 PM (Minutes)

28-4 Sterile Syringe Access Program

The City of Asbury Park authorizes the Visiting Nurse Association Health Group to establish a sterile syringe access program in Asbury Park to be operated in accordance with the guidelines and procedures established by the New Jersey Department of Health.

REPEALER

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its adoption and any publication as may be 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. 2016-48 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CINDY A. DYE
CITY CLERK

✓ Vote Record - Ordinance 2016-48						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Introduced			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Seconder	☒	☐	☐	☐
	Yvonne Clayton	Voter	☒	☐	☐	☐
	Jesse Kendle	Voter	☒	☐	☐	☐
	Amy Quinn	Voter	☐	☐	☐	☒
	John Moor	Mover	☒	☐	☐	☐



RESOLUTION NO. 2016-458

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

SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on December 14, 2016 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Sons of Ireland Polar Bear Plunge
2. St. Patrick's Day Parade in Kennedy Park
3. Five Alarm 5K
4. Weddings 2017:

Kennedy/Mastersen	4/1	5 th Avenue Beach
Sanyter/Schibanoff	7/7	5 th Avenue Beach
Rainer/Howard	7/14	7 th Avenue Beach
Viteri/Fitzmunce	7/21	5 th Avenue Beach
Firterdey/Martin	7/22	5 th Avenue Beach
Ryan/Heygood	8/19	5 th Avenue Beach
Hollywood/Turturro	8/26	5 th Avenue Beach
Moudatsos/Karg	9/17	1 st Avenue Beach
Masen/Burten	9/22	5 th Avenue Beach
Carey/Rhodes	9/23	5 th Avenue Beach
Newton/Eber	9/30	5 th Avenue Beach
Suskin/Frese	10/6	5 th Avenue Beach
Pearlman/Dommu	10/8	1 st Avenue Beach

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. 2016-458 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events (1 Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees are non refundable and must be submitted with this application. Contact Leesha Floyd at 732.502.5759 or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Sons of Ireland Polar Bear Plunge

DATE(S): 1/1/17 Rain Date: _____

HOURS OF EVENT: From 10 am To: 3 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

AP Convention Hall 1300 Ocean Ave

Name of Applicant/Organization: Sons of Ireland

Address: Sons of Ireland PO Box 903 Rumson NJ 07760

Contact: Esposed Events (Liz) Phone: 732-492-5693

Fax: _____ Email: ESPE@esposedeventsllc.com

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Plunge with Post Party in Convention Hall

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200 - 500ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH \$10VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: Madison Marguerite and

Volunteers

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____

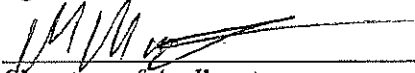
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.


Signature of Applicant

 12/7/16
Date

Milton Martin
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ 650.00 Total Fees Collected \$ _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application. Contact Leesha Floyd at 732.502.5759 for additional information. Fax number is 732.775.1483

NAME OF EVENT: ST PATRICK'S DAY PARADE in KENNEDY PARK

DATE(S): SUNDAY MARCH 12th Rain Date: _____

HOURS OF EVENT: From ~~10:00~~ 1pm To: 6pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

KENNEDY PARK

Name of Applicant/Organization: COOKMAN RESTAURANT GROUP LLC

Address: 508 COOKMAN AVE AP NJ 07712

Contact: BOB FAHEY Phone: 732-361-5502

Fax: _____ Email: BOB@CROSSANDORANGEAP.COM

Non-Profit? Yes _____ No ☒ Tax Exempt ID Number: _____

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: IRISH MUSIC, IRISH FOOD, IRISH DANCING. ABILITY TO SERVE ALCOHOL IN THE PARK FOR THE DAY → THIS EVENT WENT VERY WELL LAST YEAR. WE WILL HAVE A FEW GRILLS AS WELL → PICNIC TABLES. IT WILL BE FENCED IN AS WELL.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.**

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No _____ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: WRISTBANDS FOR 21 AND UP
APPD OFFICER ON HAND AS WELL AS OUR OWN SECURITY
THE PARK WILL BE FENCED IN AS WELL.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: 1 APPD OFFICER

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

[Signature]
Signature of Applicant

[Signature]
Date

pd: \$50.00 Total to be pd: \$150.00



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application. Contact Leesha Floyd at 732.502.5759 for additional information. Fax number is 732.775.1483

NAME OF EVENT: Five Alarm 5K

DATE(S): June 13, 2016 Rain Date: No Rain Date
HOURS OF EVENT: From 6:00 pm To: 7:30

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Name of Applicant/Organization: ASBURY PARK Fire Dept / PFAA
Address: 800 MAIN ST
Contact: ROBERT FAHNHOLZ Phone: 732-684-2020
Fax: _____ Email: _____
Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: _____
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:
5K Race to BENEFIT ST. BARNABAS

*On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. **NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 200ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$25.00VENDOR CHARGE? YES _____ NO X IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES X NO _____ Please Give Details:during the race what ever p.d. requires

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS:

The only trash we will have is paper cup for water for the runners and maybe cardboard from tee shirts. The Fire Dept. will handle all clean up.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT:

All we would need is barricades for intersections. If you allow it I can provide power to distribute them.NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Robert Fahucholz

Signature of Applicant

12/1/16

Date

ROBERT FAHUCHOLZ

Print Name of Applicant

For Special Events Office Use:

Total Fees Calculated to be paid by Applicant \$ N/A Total Fees Collected \$ _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: Saturday April 1st, 2017 Ceremony start time: 6pm

Setup time: 40m (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave beach

Names of Couple getting married : Carlin Kennedy + Ryan Masterson

Address: 807 Buckingham Circle City, State, Zip Code Middletown NJ 07748

Day Phone: 732 774 1155 Evening Phone: same

E-mail Address: jha2zyr@mcleanos.com

Other Pertinent Information

Number in wedding party: N/A

Number of people attending wedding ceremony 130

Will any of the following equipment be used:

PA System: X yes _____no

Chairs: X yes _____ no If yes, how many 50

Archway: X yes _____ no

Canopy/tent: yes X no (if larger than 30x30, a fire permit is required)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding . I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Julian Bray
Signature of Applicant

5.30.16
Date

For Special Events Department Use:

Wedding fee paid:\$ 350.00

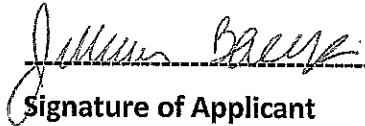
Date of payment _____

Insurance _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding . I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.


Signature of Applicant

8.29.16
Date

For Special Events Department Use:

Wedding fee paid: \$ 350.00

Date of payment _____

Insurance _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: 7/14/2017 Ceremony start time: 6:30P

Setup time: 6:00P (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 7th Avenue beach

Names of Couple getting married : Ashley Rainer + Andrea Howard

Address: 97 Donna Drive City, State, Zip Code Burlington, NJ 08016

Day Phone: 215-354-6613 Evening Phone: 609-310-8972

E-mail Address: mzhoward89@gmail.com / ashleyrainer21@gmail.com

Other Pertinent Information

Number in wedding party: ~~150~~ 15

Number of people attending wedding ceremony 150

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 150

Archway: ☒ yes ☐ no

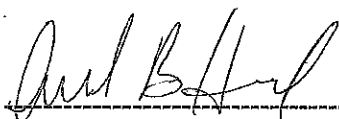
Canopy/tent: ☒ yes ☐ no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.



Signature of Applicant

9/15/2016

Date

For Special Events Department Use:

Wedding fee paid: \$ 350.00

Date of payment _____

Insurance _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: Friday July 21, 2017 Ceremony start time: 6pm

Setup time: 4pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave Beach

Names of Couple getting married: Pamela Viteri + Alex Fitzmaurice

Address: 21 First Street City, State, Zip Code Rumson, NJ, 07760

Day Phone: 732 774 1155 Evening Phone: SAME

E-mail Address: jlbaczuk@mclexnos.com

Other Pertinent Information

Number in wedding party: N/A

Number of people attending wedding ceremony 90

Will any of the following equipment be used:

PA System: X yes no

Chairs: X yes no If yes, how many 50

Archway: Y yes no

Canopy/tent: yes no (if larger than 30x30, a fire permit is required)

Other

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Julian Barry
Signature of Applicant

8.29.16
Date

For Special Events Department Use:

Wedding fee paid: \$ 350.00

Date of payment _____

Insurance _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: July 22nd 2017 ^{Saturday} Ceremony start time: 6pm

Setup time: 4pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave beach

Names of Couple getting married: MARK FIDELDAY + KNA MARTIN

Address: 349 Ocean prkwy #09 City, State, Zip Code Brooklyn NY 11218

Day Phone: 732 774 1155 Evening Phone: same

E-mail Address: jbracyk@mcleones.com

Other Pertinent Information

Number in wedding party: N/A

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: X yes no

Chairs: X yes no If yes, how many 50

Archway: X yes no

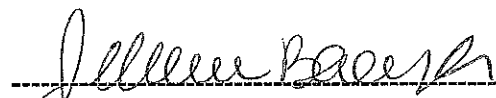
Canopy/tent: yes no (if larger than 30x30, a fire permit is required)

Other

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding . I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.


Signature of Applicant

10/3/14
Date

For Special Events Department Use:

Wedding fee paid:\$ 350.00

Date of payment _____

Insurance _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: August 19th 2017 Ceremony start time: 4:00pm

Setup time: 3300m (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave Beach

Names of Couple getting married : Pamela Lyon + Ben Heygood

Address: 1210 Bend Street City, State, Zip Code AP, NJ, 07712

Day Phone: 732 774.1155 Evening Phone: same

E-mail Address: jmeyer@nclarks.com

Other Pertinent Information

Number in wedding party: N/A

Number of people attending wedding ceremony 100-135

Will any of the following equipment be used:

PA System: X yes _____ no

Chairs: Y yes no If yes, how many 50

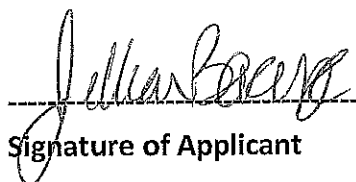
Archway: yes yes _____ no

Canopy/tent: yes */* no (if larger than 30x30, a fire permit is required)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.


Signature of Applicant

3.9.16
Date

For Special Events Department Use:

Wedding fee paid: \$ 350.00

Date of payment _____

Insurance _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: Saturday 8.26.2017 Ceremony start time: 6:30

Setup time: 4pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave Beach

Names of Couple getting married: Rachael Hollywood + Donnell Turkum

Address: 1216 Barton Ave City, State, Zip Code Bri + Pleasant NJ 08742

Day Phone: 732 774 1155 Evening Phone: same

E-mail Address: jraczey@mcloones.com

Other Pertinent Information

Number in wedding party: W/A

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many _____

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

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I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Julian Bocan
Signature of Applicant

5.2.16
Date

For Special Events Department Use:

Wedding fee paid:\$ 350.00

Date of payment _____

Insurance _____

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: SUNNY, SEPT. 17, 2017 Ceremony start time: 5:00pm
 Setup time: 4:00 (?) (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: WATERMARK (1st Ave beach)

Names of Couple getting married: ANDREAS MOUNTJOS & CRISTINA KARG

Address: 13 GORDON ST City, State, Zip Code WOODBRIEN NJ 07015

Day Phone: 732-857-0602 Evening Phone: 732-855-5354

E-mail Address: bellarmibug@aol.com

Other Pertinent Information

Number in wedding party: 16

Number of people attending wedding ceremony 100-125

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 100-125

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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Signature of Applicant



Date

For Special Events Department Use:

Wedding fee paid: \$ 350.00

Date of payment _____

Insurance _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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Julian Bacina

Signature of Applicant

8.29.16

Date

For Special Events Department Use:

Wedding fee paid:\$ 350.00

Date of payment _____

Insurance _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: Saturday September 23rd 2017 Ceremony start time: 5pm

Setup time: 3pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave beach

Names of Couple getting married: Nina Carey + Sarah Rhoades

Address: 6 Burns Street #414 City, State, Zip Code Forest Hills NY 11375

Day Phone: 732 774 1155 Evening Phone: None

E-mail Address: jkac24k@mcclones.com

Other Pertinent Information

Number in wedding party: N/A

Number of people attending wedding ceremony 160

Will any of the following equipment be used:

PA System: X yes no

Chairs: X yes no If yes, how many 50

Archway: Y yes no

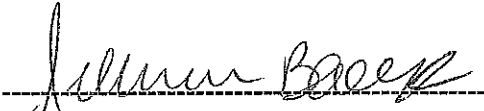
Canopy/tent: yes no (if larger than 30x30, a fire permit is required)

Other

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

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Signature of Applicant

10/3/16
Date

For Special Events Department Use:

Wedding fee paid: \$ 350.00

Date of payment _____

Insurance _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: Saturday 9.30.17 Ceremony start time: 6pm

Setup time: 40m (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave beach

Names of Couple getting married: Brandy Newton + Michael Eber

Address: 1200 Bradner Place City, State, Zip Code Alexandria, VA, 22314

Day Phone: 732 774 1155 Evening Phone: 732 774 1155

E-mail Address: jbaczylka@mcloones.com

Other Pertinent Information

Number in wedding party: N/A

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: Y yes no

Chairs: 4 yes _____ no If yes, how many 50

Archway: X yes _____ no

Canopy/tent: yes no (if larger than 30x30, a fire permit is required)

Other _____

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As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding . I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.


Signature of Applicant

11/4/16
Date

For Special Events Department Use:

Wedding fee paid:\$ 350.00

Date of payment _____

Insurance _____

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Jellum Brax
Signature of Applicant

9.5.16
Date

For Special Events Department Use:

Wedding fee paid: \$ 350.00

Date of payment _____

Insurance _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 10/08/17 Ceremony start time: 5 pm

Setup time: 3 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: Between Asbury ave and 1st ave

Names of Couple getting married : Jessica Pearlman and Ally Dommu

Address: 35-16 82nd Street, Apt 22 City, State, Zip Code: Jackson Heights, NY 11372

Phone: 732-977-5170 (Jessica) Phone: 203-209-4672 (Ally)

E-mail Address: jespearlman@hotmail.com, ally.dommu@gmail.com

Other Pertinent Information

Number in wedding party: 4

Number of people attending wedding ceremony: 175

Will any of the following equipment be used:

PA System: X yes no

Chairs: X yes no If yes, how many: benches – enough for 175

Archway: X yes no

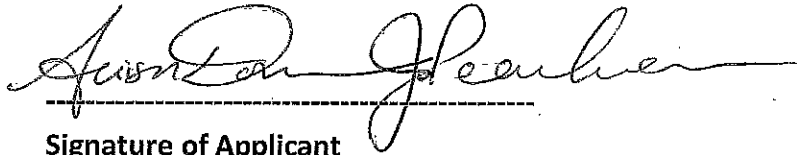
Canopy/tent: yes X no (if larger than 30x30, a fire permit is required)

Attachment: special event apps 1212 (2016-458 : Special Event Applications)

Other _____

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 Signature of Applicant

11-20-2016

 Date

For Special Events Department Use:

Wedding fee paid: \$ 350.00

Date of payment _____

Insurance _____

Attachment: special event apps 1212 (2016-458 : Special Event Applications)



RESOLUTION NO. 2016-459

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

SETTING THE ORGANIZATIONAL MEETING DATE FOR 2017

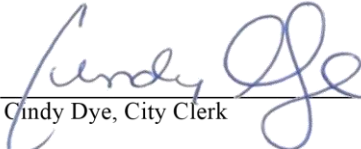
WHEREAS, the “Open Public Meetings Act,” Chapter 231, P.L. 1975, requires adequate notice of meetings of public bodies as defined therein.

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

1. The Organization Meeting of the City Council for the year 2017 will be held at the Asbury Park Council Chambers, 1 Municipal Plaza, Asbury Park, NJ at 2:00 p.m. on Sunday, January 1, 2017.

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. 2016-459 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.


 Cindy Dye, City Clerk 11/28/2016
 CINDY A. DYE
 CITY CLERK

**RESOLUTION NO. 2016-460**

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

**RESOLUTION AUTHORIZING THE PAYMENT OF PAYROLL IN THE AMOUNT OF
\$993,224.92**

WHEREAS, the November 30, 2016 payroll in the amount of \$993,224.92 has been approved by the Chief Financial Officer and has subsequently been audited and found correct; and

BE IT RESOLVED, that the payroll payable totaling \$993,224.92 is hereby authorized to be paid, and;

BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute payment of said payroll.

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. 2016-460 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2016-461

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

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2016 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - PETROLEUM ASSESSMENT

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2016 in the sum of \$200,000 which is now available from the U.S. Environmental Protection Agency.

BE IT FURTHER RESOLVED that a like sum of \$200,000 is hereby appropriated under the following caption:

General Appropriations:
Operations Excluded from "CAPS":
Public & Private Programs Offset by Revenues:
Petroleum Assessment Grant - \$200,000

BE IT FURTHER RESOLVED by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

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. 2016-461 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2016-462

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

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AUTHORIZING COMPENSATION PAYMENT TO JAMES FREEMAN UPON HIS SEPARATION OF EMPLOYMENT

WHEREAS, James Freeman and the City of Asbury Park have agreed on a separation and release agreement effective January 1, 2017; and

WHEREAS, James Freeman has accumulated earned time that he is entitled to be compensated for as follows:

225 Sick Days	\$64,278.00
15.5 Comp Hours	\$ 553.50
	=====
	\$64,831.50

WHEREAS, in accordance with N.J.A.C. 5:30-15.4 and the Fair Labor Standards Act, sufficient documentation has been provided to Chief Financial Officer, JoAnn Boos for the above accumulated earned time.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, County of Monmouth, State of New Jersey, that they hereby approve the payment of \$64,831.50 to James Freeman upon his separation of employment effective January 1, 2017 for the above accumulated earned time to be paid on January 15, 2017.

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. 2016-462 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2016-463

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

**AWARD OF CONTRACT FOR REGIONAL CONTRIBUTION AGREEMENT
PROJECT (1003 SEWALL AVE.)**

WHEREAS, request for estimates for Regional Contribution Agreement (“RCA”) project located at 1003 Sewall Ave. were received by the City Clerk on July 20, 2016; and

WHEREAS, the results of those estimates are as follows:

CONTRACTOR	ESTIMATE
M & J Renovation	\$22,000
M & S Services & Construction	\$35,955
Staff Estimate	\$33,300

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park as follows:

1. The contract for the RCA project located at 1003 Sewall Avenue be awarded to M & J Renovation, for an amount not to exceed \$22,000, in accordance with the selection of the property owner, Joe D. Kennedy, subject of Certification of Funds from the Finance Officer.

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. 2016-463 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



City of Asbury Park

MUNICIPAL BUILDING ONE MUNICIPAL PLAZA
 ASBURY PARK, NEW JERSEY 07712-7000
 TEL: (732) 775-2100
 FAX: (732) 502-5738

City Council
 John Moor, Mayor
 Amy Quinn, Deputy Mayor
 Yvonne Clayton
 Jesse Kendle
 Eileen Chapman

Michael Capabianco, City Manager

Department of Community Development

MEMO

TO: Cindy Dye, City Clerk
 FROM: Carrie Jeannot
 RE: Review / Award of RCA Funding
 DATE: September 2, 2016

This notice serves to announce the results and selection by the homeowner and make publicly known the awarding of RCA funding.

The following estimate was received for the RCA Project located at 1003 Sewall Avenue –Joe D. Kennedy – owner occupied – single family

Contractor	Estimate
M & J Renovation	\$22,000
M & S Services & Construction	\$35,955
Staff Estimate	\$33,300

The owner has selected M & J Renovation at a cost of \$22,000.

cj

Attachment

Attachment: RCA.1003 Sewall Ave.Memo (2016-463 : RCA - 1003 Sewall Ave.)

8/3rd

CITY OF ASBURY PARK
HOUSING REHABILITATION PROGRAM
BID RESULTS FORM

OWNER: Joe D. Kennedy DUE DATE: 07/20/16
 ADDRESS: 1003 Sewall Avenue DATE OPENED: _____
Asbury Park, NJ 07712 STAFF ESTIMATE: ~~\$40,950~~ 33,300

PROGRAM BIDS ARE FOR: Regional Contribution Agreement

THE FOLLOWING ARE THE BID RESULTS FOR THE ABOVE PROPERTY:

CONTRACTOR	BID AMOUNT	REVISED
1. <u>M&J Renovations & Home Imp</u>	<u>26,300</u>	\$22,000
2. <u>M&J Services & Const.</u>	<u>39,810</u>	\$35,955
3.		
4.		
5.		
6.		
7.		
8.		

Reasonableness of cost criteria: HAS HAS NOT been met by one or more bidders.

OWNER SELECTION AND ACKNOWLEDGMENT

Based on the above Bid Results, I hereby acknowledge my selection of:

M&J RENOVATION at a cost of: 22,000
 for the work on my property at the above address. I understand that I may select any bidder listed, but that if my choice is other than the lowest bidder, I will provide the difference in cost between the lowest bid and that selected.

I further acknowledge that if the selected bid amount exceeds the amount of funding available through the City's designated program for which I am eligible, I am responsible for paying any costs which exceed that eligible amount.

If low bidder is not selected, give reason:

OWNER: Joe D. Kennedy
 Joe D. Kennedy

DATE: 11/28/16

OWNER: _____

DATE: _____

NOTE: ITEMS 2, 3, 6, 11 & 14 HAVE BEEN ELIMINATED FROM THE SCOPE OF WORK.

Attachment: RCA.1003 Sewall Ave.Memo (2016-463 : RCA - 1003 Sewall Ave.)

**RESOLUTION NO. 2016-464**

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

ACCEPTING DONATION FROM THE ASBURY PARK HOUSING AUTHORITY

WHEREAS, the Asbury Park Housing Authority wishes to donate four (4) iPads with an individual value of \$500 each, to the City of Asbury Park Police Department to assist in surveillance of the Asbury Park Housing Authority's properties; and

WHEREAS, the City of Asbury Park is desirous to receive said donation.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the City of Asbury Park Police Department hereby accepts the donation of four (4) iPads the Asbury Park Housing Authority.

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. 2016-464 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2016-465

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

DISPOSITION OF SURPLUS PROPERTY

WHEREAS, the City of Asbury Park has surplus property; and

WHEREAS, the City Council authorizes the disposition of the following property:

Item	Model	Quantity
HP 6200 Computer	3	
HP dc5000 MT	5	
Dell DCNE1F	1	
White Box computer	1	
Dell Vostro 2200	1	
Toner:		
Xerox	008R13061	1
	006R01509	4
	113R00671	2
	008R13064	1
	006R01512	2
	006R01510	2
	006R01511	3
	013R00662	1
	008R13061	3
APC Backup 620	1	
APC Backup RS/XS		
Brother	TN-115C	1
	TN-115BK	4
	Q6470A	2
	TN110M	1

	BRC1170	1
HP Ink	Q7582A	2
	Q7583A	2
	Q5942XD	1
	Q7581A	1
	c1823d	2
	51645A	2
	56 (black)	2
	57 (tricolor)	2
Epson	C80	2
	T032420	2
	T032220	2
	T032320	2
	T032420	1
	T048320	2
	T048220	1
	T048420	1
	T048520	1
IBM	TG85P6478	1
HP Office Jet	HPJ3600	
HP Office Jet	Cp1700	
HP LaserJet	1200	
HPSCanjet	6270	1
Keyboard		6
Dell Monitor 1910		
Dell Monitor	AS501	
Dell Monitor	1730	
OptiPlex 501	2	
Webcam	No brand	1
IBM Correcting Selectric	1	

III		
IBM wheelwriter	1	
SmithCorona Wordsmith	1	

WHEREAS, the equipment will be discarded/recycled as there is no value to these items.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park do hereby authorize the disposition of the equipment listed above as they are no longer needed for municipal purposes and is hereby considered surplus.

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. 2016-465 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 14th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2016-466

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

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS IN THE FISCAL YEAR 2016 BUDGET

WHEREAS, it has been determined that various line items within the 2016 fiscal year operating budget need additional funds to cover these expenditures; and,

WHEREAS, it has also been determined that sufficient balances remain in various expense accounts to cover these expenditures; and,

WHEREAS, New Jersey Statute 40A:4-58 allows for the transfer of funds between line items during the two months during the fiscal year and the first three months of the following year.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the Chief Financial Officer is hereby authorized to make the following budget transfers:

	From	To
Current Fund:		
Street Lighting		\$70,000.00
Fire Hydrant Service		20,000.00
Computerized Data Processing OE	\$20,000.00	
Tax Assessor OE	10,000.00	
Engineering Fees OE	10,000.00	
Code Enforcement S&W	30,000.00	
Social Services S&W	20,000.00	
Parking Operating Fund:		
Salaries and Wages		56,000.00
Other Expenses	56,000.00	
Sewer Operating Fund:		
Salaries and Wages		30,000.00
Other Expenses	30,000.00	

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to provide a

certified copy to the Chief Financial Officer and the City Auditor.

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. 2016-466 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2016-467

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

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 \$1,677,300.68

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	\$ 1,113,262.68
BOARD OF EDUCATION	\$ 564,038.00
TOTAL VOUCHERS	\$ 1,677,300.68

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. 2016-467 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK

December 7, 2016
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CITY OF ASBURY PARK
Bill List By Budget Account

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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: 5-First to 6-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: PUBLIC LIBRARY:
Extd: PUBLIC LIBRARY:

5-01-29-390-000-011	PUBLIC LIBRARY Base Salary					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	16-04037	Balance of 2015 Funds	4,520.03	0.00	
	Extd Total: PUBLIC LIBRARY:			4,520.03		
	Department Total: PUBLIC LIBRARY:			4,520.03		
	CAFR Total:			4,520.03		
	Fund Total: CURRENT			4,520.03		
	Year Total:			4,520.03		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

6-01-20-100-000-201	ADMINISTRATION General Plant					
BALARM	B ALARMED, INC.	16-03727	Replace alarm cover in Admin	150.00	0.00	
ONSITE	ON-SITE COMPUTER SERVICE	16-03730	#260924679:SERVICE	479.98	0.00	
VERIZON	VERIZON WIRELESS	16-03795	9/26-10/25/16 INV#9774314916	305.13	0.00	
PROSCALF	PRO SCAFFOLDING, INC.	16-03836	Scaffolding Rental November	950.00	0.00	
ASBPAK	ASBURY PARK PRESS	16-04036	#0000169961:PUBLICATIONS	5,470.16	0.00	
				7,355.27		

6-01-20-100-000-248	ADMINISTRATION Postage					
MARBUS	MARLIN BUSINESS BANK	16-04046	#14563622:CONTRACT PAYMENT	397.00	0.00	
	Extd Total: ADMINISTRATION			7,752.27		
	Department Total: ADMINISTRATION			7,752.27		

Department: MAYOR & COUNCIL
Extd: MAYOR & COUNCIL

6-01-20-110-000-299	MAYOR & COUNCIL Misc.					
EILCHA	EILEEN CHAPMAN	16-03970	Reimbursement for Hotel	137.00	0.00	
	Extd Total: MAYOR & COUNCIL			137.00		
	Department Total: MAYOR & COUNCIL			137.00		

Department: MUNICIPAL CLERK
Extd: MUNICIPAL CLERK

6-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
MACPRIN	MACLEARIE PRINTING, LLC	16-03890	2017 TAXI LICENSE	240.00	0.00	

Attachment: Bill List (2016-467 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-20-120-000-202	MUNICIPAL CLERK Office Supplies	Continued				
MACPRIN	MACLEARIE PRINTING, LLC	16-03896	2017 MERC & TAXI PAPER	215.00	0.00	
				455.00		
6-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	16-03893	#0001725674:LEGAL ADS	57.50	0.00	
ASBPAK	ASBURY PARK PRESS	16-03894	#0001725712:LEGAL ADS	63.50	0.00	
ASBPAK	ASBURY PARK PRESS	16-03895	#0001724758:LEGAL ADS	74.00	0.00	
				195.00		
6-01-20-120-000-222	MUNICIPAL CLERK Training					
RUTGOV	RUTGERS,THE STATE UNIV. OF NJ	16-03899	MC-4003-SP17-2 NEPTUNE	736.00	0.00	
	Extd Total: MUNICIPAL CLERK			1,386.00		
	Department Total: MUNICIPAL CLERK			1,386.00		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
6-01-20-130-000-202	FINANCE Office Supplies					
MGLFOR	MGL PRINTING SOLUTIONS, LLC	16-03808	#141725:LASER PO/VOUCHER	1,516.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	16-03887	#145156:#10 WINDOW & REG.	415.66	0.00	
				1,931.66		
6-01-20-130-000-204	FINANCE Outside Services					
ACAFGI	Acacia Financial Group Inc.	16-03891	Financial Advisory Services	5,834.10	0.00	
6-01-20-130-000-222	FINANCE Training					
RUTGOV	RUTGERS,THE STATE UNIV. OF NJ	16-03905	Tax Collector I Class	1,099.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			8,864.76		
	Department Total: FINANCIAL ADMINISTRATION			8,864.76		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
6-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON	W.B.MASON CO., INC.	16-03850	office supplies w.b.mason	369.47	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	16-03887	#145156:#10 WINDOW & REG.	415.67	0.00	
				785.14		
6-01-20-145-000-217	TAX REV ADMIN Ads&Promotion					
THECOA	THE NEW COASTER	16-03806	2016 TAX SALE AD- FOUR - 2Cx4	200.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			985.14		
	Department Total: TAX REVENUE ADMINISTRATION			985.14		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
6-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU	HARRY HAUSHALTER	16-03860	#1079:Haushalter Oct 2016	4,140.00	0.00	

Attachment: Bill List (2016-467 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-20-150-000-218	TAX ASSESSOR Contract.Serv.					
COUTAX	COUNTY TAX ADMINISTRATOR	16-03859	Records Access Fees 2016	1,633.00	0.00	
	Extd Total: TAX ASSESSOR			5,773.00		
	Department Total: TAX ASSESSOR			5,773.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
6-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
VERZON	VERIZON BUSINESS	16-03611	#354477004000156:10/13-11/12	104.99	0.00	
VERZON	VERIZON BUSINESS	16-03720	#732774518145334Y:10/22-11/21	41.96	0.00	
VERZON	VERIZON BUSINESS	16-03918	#354477004000156:11/13-12/12	104.99	0.00	
				251.94		
	Extd Total: DIRECTOR OF COMMUNICATIONS			251.94		
	Department Total: DIRECTOR OF COMMUNICATIONS			251.94		
Department: CABLE TV ADVISORY COMMITTEE						
Extd: CABLE TV ADVISORY COMMITTEE						
6-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
TRICIT	TRI CITY NEWS	16-03664	1/4 PAGE AD 10/20 & 10/27/16	200.00	0.00	
TRICIT	TRI CITY NEWS	16-03665	1/4 PAGE AD 10/6 & 10/13/16	200.00	0.00	
LEAOFW	LEAGUE OF WOMEN VOTERS	16-03678	FEES FOR FORUM	155.72	0.00	
				555.72		
	Extd Total: CABLE TV ADVISORY COMMITTEE			555.72		
	Department Total: CABLE TV ADVISORY COMMITTEE			555.72		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
6-01-20-165-000-209	ENGINEERING SERVICES Fees					
FREPAR	FRENCH & PARRELLO	16-03856	Services for October 2016	1,305.00	0.00	
TMASSO	T & M ASSOCIATES	16-04033	LAF312605	1,480.50	0.00	
				2,785.50		
	Extd Total: ENGINEERING SERVICES			2,785.50		
	Department Total: ENGINEERING SERVICES			2,785.50		
	CAFR Total:			28,491.33		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
6-01-21-180-000-201	PLANNING BOARD General Plant					
VERIZON	VERIZON WIRELESS	16-03795	9/26-10/25/16 INV#9774314916	83.90	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	16-03811	0114832,0140920:DEL. FEE,	31.23	0.00	
ONSITE	ON-SITE COMPUTER SERVICE	16-03865	New monitors and installation	419.97	0.00	
JACSER	JACK A. SERPICO	16-04022	Board Attorney	1,612.50	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-21-180-000-201	PLANNING BOARD	General Plant	Continued			
ASBPAK ASBURY PARK PRESS		16-04023	Legal notices	248.75	0.00	
				2,396.35		
	Extd Total:	PLANNING BOARD		2,396.35		
	Department Total:	PLANNING BOARD		2,396.35		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
6-01-21-185-000-209	ZONING BOARD Fees					
JACSER JACK A. SERPICO		16-04022	Board Attorney	1,275.00	0.00	
	Extd Total:	ZONING BOARD OF ADJUSTMENT		1,275.00		
	Department Total:	ZONING BOARD OF ADJUSTMENT		1,275.00		
	CAFR Total:			3,671.35		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
6-01-22-195-000-299	CODE ENFORCE Misc.					
VERIZON VERIZON WIRELESS		16-03795	9/26-10/25/16 INV#9774314916	828.61	0.00	
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES MA		16-03844	Rob McKeon Registration Fee	65.00	0.00	
				893.61		
	Extd Total:	CODE ENFORCEMENT AND ADMIN.		893.61		
	Department Total:	CODE ENFORCEMENT AND ADMIN.		893.61		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
6-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
CRAPRI CRAFTMASTER PRINTING, INC.		16-03653	UCC Counter Forms	945.00	0.00	
STAPLE STAPLES ADVANTAGE		16-03654	3322071822,3321352922:Table	62.20	0.00	
ICC INTERNATIONAL CODE COUNCIL, INC		16-03655	Code Books	443.00	0.00	
VERIZON VERIZON WIRELESS		16-03795	9/26-10/25/16 INV#9774314916	189.75	0.00	
				1,639.95		
	Extd Total:	CONSTRUCTION CODE OFFICIAL		1,639.95		
	Department Total:	CONSTRUCTION CODE OFFICIAL		1,639.95		
	CAFR Total:			2,533.56		
Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
6-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP NJSHBP		16-03900	HEALTH COVERAGE DECEMBER 2016	492,449.32	0.00	
	Extd Total:	EMPLOYEE GROUP INSURANCE		492,449.32		
	Department Total:	EMPLOYEE GROUP INSURANCE		492,449.32		
	CAFR Total:			492,449.32		

Attachment: Bill List (2016-467 : 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: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
6-01-25-240-000-201	POLICE General Plant					
LANASO	LANIGAN ASSOCIATES, INC.	16-02253	Uniform Allowance for Recruits	3,000.00	0.00	
TRIFOR	TRI-TECH FORENSICS	16-03150	#136582 (2) Gun Box (2) Knife	212.00	0.00	
INSPSY	INST.FOR FORENSIC PSYCOLOGY	16-03761	#9733:Psychological Evaluation	450.00	0.00	
MERHEA	MERIDIAN HEALTH SYSTEM	16-03819	#401592:History & Physical	766.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	16-03827	#0114830 6 bottles of water	53.93	0.00	
ALLTEC	ALLCOMM TECHNOLOGIES, INC.	16-03834	#20816 Repaired XTS2500 Radio	525.00	0.00	
TRIFOR	TRI-TECH FORENSICS	16-03910	#139401:Evidence Bags,	468.90	0.00	
AMEUNI	AMERICAN UNIFORM & SUPPLY	16-03911	#56742RS (38) Rain Coats	1,520.00	0.00	
				6,995.83		
6-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO.	16-03084	Blanket Repairs/Maintenance	179.25	0.00	B
MCLSIG	MCLAIN SIGNS	16-03337	250 Taxi Permit Decals	225.00	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03493	Blanket Car Repairs	540.57	0.00	B
RICAUT	RICH'S AUTO BODY	16-03825	#2767 Towed 2008 Nissan from	20.00	0.00	
BENAUT	BENNETT'S AUTO RECOVERY	16-03826	16-05151,16-05148,16-05184,	100.00	0.00	
RICAUT	RICH'S AUTO BODY	16-03909	#2779 Changed flat Car 22	20.00	0.00	
				1,084.82		
6-01-25-240-000-205	POLICE Animal Control Services					
ASHUMA	ASSOCIATED HUMANE SOCIETIES	16-03871	#7676:Animal Control Oct. 2016	4,427.00	0.00	
6-01-25-240-000-218	POLICE Contract.Serv.					
VERZON	VERIZON BUSINESS	16-03679	#M150512227-16284:Current	199.83	0.00	
VERZON	VERIZON BUSINESS	16-03680	#201202871812131Y:Current	1,608.70	0.00	
VERIZON	VERIZON WIRELESS	16-03776	#9774314917:Current	76.02	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03777	#3466311016 #9384 - 9386	432.97	0.00	
VERIZON	VERIZON WIRELESS	16-03795	9/26-10/25/16 INV#9774314916	241.24	0.00	
CABLE	CABLEVISION OF NYC	16-03828	#07866182313-01-5 Current	145.02	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	16-03829	#M56353 Service Contract	1,220.00	0.00	
XERCOR	XEROX CORPORATION	16-03830	#086870633 Meter Usage 9/21 -	175.89	0.00	
VERIZON	VERIZON WIRELESS	16-03872	#9774773720:Current	103.84	0.00	
				4,203.51		
6-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	16-00377	Search Warrant Execution Entry	25.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	16-00382	Rapid Response to Active	100.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	16-00383	Arrest Search & Seizure Update	75.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	16-00387	Arrest Search & Seizure Update	25.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	16-01201	Arrest Search & Seizure Update	25.00	0.00	
				250.00		
6-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	16-03764	Prisoner Meals October 2016	130.80	0.00	

Attachment: Bill List (2016-467 : Payment of Bills)

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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
6-01-25-240-000-275	POLICE Traffic Maintenance					
THEHAR	THE HARDWARE STORE	16-03758	#1114477 Green Tape	9.99	0.00	
	Extd Total: POLICE DEPARTMENT			17,101.95		
	Department Total: POLICE DEPARTMENT			17,101.95		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
6-01-25-265-000-201	FIRE DEPT. General Plant					
MONARCH	MONARCH ELECTRIC COMPANY	16-00619	Blanket PO - electrical suppl	11.41	0.00	B
CINCOR	CINTAS CORPORATION #062	16-02429	Blanket PO not to exceed	163.90	0.00	B
VIRTUAL	VIRTUAL F/X LLC	16-03638	Lettering Fire Marshal vehicle	685.00	0.00	
AIRPUR	AIR PURIFIERS, INC.	16-03793	Inv 15673 Rpr Magnatrack Syst	1,480.00	0.00	
GRAING	GRAINGER	16-03794	Ammonia inhalants	102.36	0.00	
VERIZON	VERIZON WIRELESS	16-03795	9/26-10/25/16 INV#9774314916	1,176.46	0.00	
MONINT	MONMOUTH INTERNET CORPORATION	16-03796	#5496:ONE PRECONFIGURED 540G	203.74	0.00	
WESPES	WESTERN PEST SERVICES	16-03882	Inv 4276764B Nov pest control	85.50	0.00	
				3,908.37		
6-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	16-03691	#5042386892:office supplies	83.30	0.00	
6-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-00023	Blanket PO not to exceed	88.02	0.00	B
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03915	Inv 501092,503711,503744	190.80	0.00	
				278.82		
	Extd Total: FIRE DEPARTMENT			4,270.49		
Extd: FIRE HYDRANT						
6-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	16-04043	HYDRANT SVC. 10/26-11/23	16,281.10	0.00	
	Extd Total: FIRE HYDRANT			16,281.10		
	Department Total: FIRE DEPARTMENT			20,551.59		
	CAFR Total:			37,653.54		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
6-01-26-290-000-201	STREETS & ROAD General Plant					
FASIND	FASTENAL INDUSTRIAL	16-00153	Various Supplies/Parts, etc	116.76	0.00	B
ALLAMT	ALL AMERICAN TURF INC.	16-02359	Various Supplies, Tools, etc	119.60	0.00	B
ULINE	ULINE	16-02691	#79503458:Security Gate	193.79	0.00	
SHEWIL	SHERWIN WILLIAMS	16-02828	Paint, Supplies & Material	143.51	0.00	B
MOOGEN	MOONEY GENERAL PAPER COMPANY	16-02997	#212677 & 212677A:Custodian	1,860.61	0.00	
JERCEN	JERSEY CENTRAL POWER & LIGHT	16-03033	#15064251 Upgrade 12 street	2,400.00	0.00	
ALLAMT	ALL AMERICAN TURF INC.	16-03299	Various Supplies, Tools, etc	260.90	0.00	B
THEHAR	THE HARDWARE STORE	16-03302	Various Supplies, Tools, etc	282.16	0.00	B
ALLAMT	ALL AMERICAN TURF INC.	16-03626	Various Supplies, Tools, etc	422.93	0.00	B
GRAING	GRAINGER	16-03635	Various Supplies, Parts, etc	812.88	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-26-290-000-201	STREETS & ROAD	General Plant	Continued			
ALLIND	ALL-INDUSTRIAL SAFETY PRODUCTS	16-03652	213954,213954-1:Bomber Jacket,	70.99	0.00	
THEHAR	THE HARDWARE STORE	16-03718	Zero Ice Melter	575.52	0.00	
RILOUT	RILEIGHS OUTDOOR DECOR	16-03719	28013: LED Replacement Lamps	250.45	0.00	
STAVOLA	STAVOLA COMPANIES	16-03742	#64903 Hot Mixed Asphalt 10/19	66.69	0.00	
STAVOLA	STAVOLA COMPANIES	16-03929	#65633 Cold Patch 10/28	191.80	0.00	
				7,768.59		
6-01-26-290-000-202	STREETS & ROAD	Office Supplies				
STAPLE	STAPLES ADVANTAGE	16-03595	Replacement Chair for Director	299.99	0.00	
6-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
THEHAR	THE HARDWARE STORE	16-02826	Various Supplies/Parts, etc	23.98	0.00	B
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03565	Automotive Parts, Tools, etc	921.55	0.00	B
THEHOS	THE HOSE SHOP	16-03608	Cylinder Repair: Triple Mast	1,000.00	0.00	
THEHOS	THE HOSE SHOP	16-03609	Cylinder Repair: Single Mast	850.00	0.00	
GROTRA	GROFF TRACTOR NEW JERSEY LLC	16-03692	#PS0119776-1:Seat	248.04	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03695	Automotive Parts, Tools, etc	2,998.99	0.00	B
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	16-03698	#14279818 Tank Unit, etc 10/19	432.26	0.00	
SEAFOR	SEA BREEZE FORD INC.	16-03743	#5068482:Duct - Air	141.05	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03751	Automotive Parts, Tools, etc	1,901.07	0.00	B
HAREQU	HARTER EQUIPMENT, INC.	16-03926	#P44305:Fuel Cap, Gasket, etc	102.32	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	16-03934	#857941 Ace & Oxy Cylinders	70.75	0.00	
OCECOUA	OCEAN COUNTY AUTO WRECKERS,INC	16-03947	#442340:Various Shafts	2,125.00	0.00	
JOEGIU	JOE GIUFFI	16-03959	Reimbursement: Auto Purchase	22.89	0.00	
				10,837.90		
6-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
FIRSAF	FIRE & SAFETY SYSTEMS, CO.	16-03567	Annual System Svc & Inspection	295.00	0.00	
ARMTRE	ARMSTRONG TREE SERVICE	16-03693	#16-6326:Tree Removal, etc	600.00	0.00	
VERIZON	VERIZON WIRELESS	16-03795	9/26-10/25/16 INV#9774314916	963.86	0.00	
WATEAS	WATERLOGIC EAST LLC	16-03938	#CNIN029095E Infiniti Rental	36.35	0.00	
BELPLU	BELMAR PLUMBING & HEATING INC	16-03952	#2992 Labor 11/11	340.00	0.00	
				2,235.21		
		Extd Total: STREETS & ROADS MAINTENANCE		21,141.69		
		Department Total: STREETS & ROADS MAINTENANCE		21,141.69		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
6-01-26-305-000-209	SOLID WASTE	Fees				
RUBREC	RUBBERCYCLE LLC	16-03696	#59783 Tires with & w/o Rims	673.75	0.00	
MONWIR	MONMOUTH WIRE & COMPUTER	16-03715	#13293:Disposal of Electronics	500.00	0.00	
OHAG	GLENN O'HAGAN-APPGATE	16-03716	#Ap10282016 Vac Leaves, 53 CY	408.10	0.00	
MICBEN	MICKEY BENOIT	16-03773	146836,1046859,1046880,1046906	1,000.80	0.00	
TRECTY	TREASURER CTY OF MONMOUTH	16-03775	#38216 Reclamation Center	1,330.52	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03928	#101592 Construction Debris	1,154.50	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03930	#101942 Tipping Fees 11/01-15	26,990.90	0.00	
OHAG	GLENN O'HAGAN-APPGATE	16-03933	#AP1142016 Vac Leaves	854.70	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03945	#101644 Bulky Waste Mazza 11/3	4,316.33	0.00	
OHAG	GLENN O'HAGAN-APPGATE	16-03950	#AP11112016 Vac Leaves 11/7-11	762.30	0.00	

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6-01-26-305-000-209	SOLID WASTE Fees		Continued			
DELDEM	DELISA DEMOLITION, INC.	16-04020	#103156 Tipping Fees 11/16-30	27,748.67	0.00	
				65,740.57		
	Extd Total: SOLID WASTE COLLECTION			65,740.57		
	Department Total: SOLID WASTE COLLECTION			65,740.57		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
6-01-26-310-000-201	BUILDING & GND General Plant					
STASUP	STANDARD SUPPLY CO. INC.	16-01067	Lumber, Supplies, Parts, etc	143.76	0.00	B
THEHAR	THE HARDWARE STORE	16-02413	Various Supplies, Tools, etc	120.25	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	16-02637	Various Supplies, Tools, etc	337.83	0.00	B
UPTFAS	UPTIGHT FASTNERS	16-03740	#38076 Tapbolts & Washers	25.00	0.00	
				626.84		
	Extd Total: BUILDINGS & GROUNDS			626.84		
	Department Total: BUILDINGS & GROUNDS			626.84		
	CAFR Total:			87,509.10		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
6-01-27-345-000-201	SOCIAL SERVICES General Plant					
VERIZON	VERIZON WIRELESS	16-03795	9/26-10/25/16 INV#9774314916	203.13	0.00	
6-01-27-345-000-299	SOCIAL SERVICES Misc.					
SALARM	SALVATION ARMY	16-03346	Cookies&Cocoa for Treelighting	500.00	0.00	
	Extd Total: SOCIAL SERVICES:			703.13		
	Department Total: SOCIAL SERVICES:			703.13		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
6-01-27-350-000-201	SENIOR CENTER General Plant					
STAPLE	STAPLES ADVANTAGE	16-03594	Quote Staple Bathroom Supply	43.76	0.00	
VERIZON	VERIZON WIRELESS	16-03795	9/26-10/25/16 INV#9774314916	113.90	0.00	
ATLFIR	ATLANTIC SECURITY & FIRE, INC.	16-03923	#74116:Atlantic Security Dec	89.85	0.00	
				247.51		
6-01-27-350-000-299	SENIOR CENTER Misc.					
FRASCA	FRANCIS H. SCALESSA	16-03200	Quote for Yoga 4th Qtr/Blanket	60.00	0.00	B
STAPLE	STAPLES ADVANTAGE	16-03592	Quote Table Products	48.24	0.00	
FRASCA	FRANCIS H. SCALESSA	16-03922	Invoice Yoga November Classes	60.00	0.00	
SHORTIT	SAKER SHOP RITE, INC.	16-04011	Holiday Cake for Party	54.99	0.00	
				223.23		
	Extd Total: SENIOR CENTER			470.74		
	Department Total: SENIOR CENTER			470.74		
	CAFR Total:			1,173.87		

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Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
6-01-28-370-000-299	RECREATION Misc.					
VERIZON	VERIZON WIRELESS	16-03795	9/26-10/25/16 INV#9774314916	41.95	0.00	
SHIN	SHINDIGZ	16-03857	christmas tree lighting items	66.50	0.00	
ORITRA	ORIENTAL TRADING CO., INC.	16-03858	christmas tree lighting items	121.30	0.00	
SHIN	SHINDIGZ	16-03861	christmas decorations	288.43	0.00	
				518.18		
	Extd Total: RECREATION SERVICES & PROGRAM			518.18		
	Department Total: RECREATION SERVICES & PROGRAM			518.18		
	CAFR Total:			518.18		
Department: PUBLIC LIBRARY:						
Extd: PUBLIC LIBRARY:						
6-01-29-390-000-299	PUBLIC LIBRARY Misc.					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	16-04048	FINAL PAYMENT 2016	19,775.00	0.00	
	Extd Total: PUBLIC LIBRARY:			19,775.00		
	Department Total: PUBLIC LIBRARY:			19,775.00		
	CAFR Total:			19,775.00		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
6-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	16-03902	SERVICE 10/6-11/2	116.06	0.00	
NJAMER	N.J. AMERICAN WATER CO.	16-03907	SERVICE 10/6-11/2	579.33	0.00	
NJNATU	N.J. NATURAL GAS CO.	16-03916	SERVICE 10/13-11/11	4,714.02	0.00	
JCPL	JCPL	16-04042	SERVICE 10/27-11/23	8,264.63	0.00	
				13,674.04		
	Extd Total: LIGHT, HEAT & POWER			13,674.04		
Extd: STREET&TRAFFIC LIGHTING						
6-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
HUDENE	HUDSON ENERGY SERVICES	16-03917	#HER5286419:SVC. 10/20-11/17	1,276.63	0.00	
JCPL	JCPL	16-03919	SERVICE 10/22-11/21	386.49	0.00	
HUDENE	HUDSON ENERGY SERVICES	16-04039	#HER5297191:SVC. 10/26-11/23	11.54	0.00	
JCPL	JCPL	16-04041	SERVICE 10/26-11/22	481.43	0.00	
				2,156.09		
	Extd Total: STREET&TRAFFIC LIGHTING			2,156.09		
	Department Total: LIGHTING			15,830.13		

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Department: TELEPHONE						
Extd: TELEPHONE						
6-01-31-440-000-299	TELEPHONE Misc.					
VERZON	VERIZON BUSINESS	16-03854	#152069551000178:11/4-12/3	129.99	0.00	
	Extd Total: TELEPHONE			129.99		
	Department Total: TELEPHONE			129.99		
Department: GASOLINE						
Extd: GASOLINE						
6-01-31-460-000-299	GASOLINE Misc.					
ALLOIL	ALLIED OIL, LLC	16-03931	#1042476 Unleaded Fuel 11/07	10,826.92	0.00	
	Extd Total: GASOLINE			10,826.92		
	Department Total: GASOLINE			10,826.92		
	CAFR Total:			26,787.04		
Department: DEFINED CONTRIBUTION RETIREMENT PLAN						
Extd: DEFINED CONTRIBUTION RETIREMENT PLAN						
6-01-36-478-000-299	DEFINED CONTRIBUTION RETIREMENT Misc.					
DCRP	DEFINED CONT. RETIREMENT PRGRM	16-04038	#316149:NOVEMBER 2016	246.26	0.00	
	Extd Total: DEFINED CONTRIBUTION RETIREMENT PLAN			246.26		
	Department Total: DEFINED CONTRIBUTION RETIREMENT PLAN			246.26		
	CAFR Total:			246.26		
Department: BPP-DUE TO BOARD OF ED.						
Extd: BPP-DUE TO BOARD OF ED.						
6-01-42-496-000-299	BPP DUE TO LOCAL SCHOOL DISTRICT					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	16-03837	DECEMBER 2016 SCHOOL APPROP.	77,210.00	0.00	
	Extd Total: BPP-DUE TO BOARD OF ED.			77,210.00		
	Department Total: BPP-DUE TO BOARD OF ED.			77,210.00		
	CAFR Total:			77,210.00		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
6-01-43-490-000-201	MUNIC COURT General Plant					
MUNREC	MUN. RECORD SERVICE INC.	16-03668	tickets/code summonses	1,280.00	0.00	
KEPSPR	KEPWELL SPRING WATER	16-03839	#333064:cooler rental	14.00	0.00	
				1,294.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-43-490-000-219	MUNIC COURT Judges Fees					
MICPUG MICHAEL PUGLIESE		16-03846	CONFLICT JUDGE 11/4/16	400.00	0.00	
	Extd Total: MUNICIPAL COURT			1,694.00		
	Department Total: MUNICIPAL COURT			1,694.00		
	CAFR Total:			1,694.00		
CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
6-01-55-001-000-001	School Taxes Payable					
ASBBOA ASBURY PARK BOARD OF EDUCATION		16-03837	DECEMBER 2016 SCHOOL APPROP.	486,828.00	0.00	
6-01-55-001-000-007	TAX OVERPAYMENTS					
FIRENE FIRST ENERGY CORP.		16-03802	REFUND TAX O/P B 1503 L 7	2,429.66	0.00	
6-01-55-001-000-025	Resrve for Master Plan					
CLACAN CLARK, CANTON & HINTZ		16-03906	Master Plan Oct 2016 bill	8,051.32	0.00	
	Extd Total: TAXES PAYABLE:			497,308.98		
	Department Total: TAXES PAYABLE:			497,308.98		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			497,308.98		
	Fund Total: CURRENT			1,277,021.53		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
6-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
THEHAR THE HARDWARE STORE		16-02086	Various Supplies, Tools, etc	52.17	0.00	B
FISSUP FISHERMAN'S SUPPLY LLC		16-03342	#8229:Equipment/Tools for 2017	2,527.50	0.00	
GLSUP GLENCO SUPPLY INC.		16-03353	3-Quotes: Snow Fence & Posts	9,550.00	0.00	
CLAPRE CLAYTON PRESS		16-03697	Beach Certificates & Envelopes	305.00	0.00	
VERIZON VERIZON WIRELESS		16-03795	9/26-10/25/16 INV#9774314916	183.13	0.00	
				12,617.80		
6-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL		16-03901	SERVICE 10/20-11/17	220.53	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			12,838.33		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			12,838.33		
	CAFR Total:			12,838.33		
	Fund Total: BEACH			12,838.33		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
6-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
WIRCOM WIRELESS COMMUNICATIONS &		16-03180	Cameras For 3 New Vehicles	23,426.73	0.00	
GLSUP GLENCO SUPPLY INC.		16-03579	No Parking Fire Lane 4 Piece	245.00	0.00	
PAPROL PAPER ROLL PRODUCTS		16-03683	200 rolls digital paper	1,970.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-06-55-502-000-201	PARKING UTILITY O/E: General Plant	Continued				
ATTMOB	AT&T MOBILITY	16-03759	#287260245452X10272016:CURRENT	192.40	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	16-03823	#YE2209 Digital Monthly Fee	4,040.00	0.00	
EDWTIR	EDWARDS TIRE CO.	16-03832	# 134947, 134750 (4) Tires #34	565.84	0.00	
STRMOT	STRAUB MOTORS, INC.	16-03833	#191183, 191497 Repaired Gem	287.18	0.00	
SHEWIL	SHERWIN WILLIAMS	16-03868	#5332-9 (10) Gal Paint	138.50	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	16-03870	1N13308,1N13273 Repaired	2,183.00	0.00	
VERIZON	VERIZON WIRELESS	16-03873	#9774496697:Current	2,110.58	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03908	#506948 Control arm car 61	149.00	0.00	
				35,308.23		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			35,308.23		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			35,308.23		
6-06-55-504-000-100	PARKING UTILITY - Purchase of Vehicle					
HERFLE	HERTRICH FLEET SERVICES, INC.	16-02648	27528,27529,27530:PARKING	53,221.75	0.00	
	Extd Total:			53,221.75		
	Department Total:			53,221.75		
	CAFR Total:			88,529.98		
	Fund Total: PARKING UTILITY: BUDGET:			88,529.98		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
6-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
USABLU	USA BLUEBOOK	16-00133	various Supplies, Parts, etc	355.67	0.00	B
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-00142	Various Parts, Supplies, etc	197.29	0.00	B
HAYPUM	HAYES PUMP, INC.	16-03354	00091034,00091591:Retaining	72.00	0.00	
VERIZON	VERIZON WIRELESS	16-03795	9/26-10/25/16 INV#9774314916	277.51	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	16-03887	#145156:#10 WINDOW & REG.	415.67	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	16-03935	#2064782 Electrodes & Brush	255.50	0.00	
				1,573.64		
6-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	16-03916	SERVICE 10/13-11/11	4,061.90	0.00	
JCPL	JCPL	16-04042	SERVICE 10/27-11/23	25,640.42	0.00	
				29,702.32		
6-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
LONGO	LONGO ELECTRICAL-MECHANICAL	16-02673	Q# 63042 Preventive Maintenance	1,325.00	0.00	B
PILELE	PILOT ELECTRIC COMPANY, INC.	16-02890	#56581:Custom Built WEG 50HP	10,800.00	0.00	
FIRSAF	FIRE & SAFETY SYSTEMS, CO.	16-03568	Annual System Svc & Inspection	315.00	0.00	
PILELE	PILOT ELECTRIC COMPANY, INC.	16-03646	Weinman Cast Iron In-Line Pump	3,489.00	0.00	
GENINC	GENSERVE, INC.	16-03702	#0116569-IN Labor & Material	2,444.50	0.00	
EURQC	EUROFINS QC, INC.	16-03717	#1830001 Influent/Effluent,etc	182.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	16-03741	#87967 Spring Water & Delivery	52.11	0.00	
RAPPUM	RAPID PUMP & METER SERVICE	16-03948	#RSRI52445 Service Call	2,865.78	0.00	
ANSWER	ANSERCOMM	16-03951	#M4541-111416 Answering Svcs	137.07	0.00	
				21,610.46		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-07-55-502-000-220 AMEWAT AMERICAN WATER	SEWER UTILITY O/E: Accounting usage data 4000106695 12/1/16	16-03879		386.18	0.00	
6-07-55-502-000-224 ACCWAS ACCURATE WASTE REMOVAL SVCS.,	SEWER UTILITY O/E: Sludge Removal 16-03927 #AP0294 Sludge Hauling Fees			7,636.00	0.00	
6-07-55-502-000-230 MIRCHE MIRACLE CHEMICAL CO.	SEWER UTILITY O/E: Hypochlorite 16-03953 #23898 Sodium Hypochlorite			2,508.85	0.00	
6-07-55-502-000-233 POST POSTMASTER	SEWER UTILITY OE: Postage 16-03984 POSTAGE SEWER BILLS PERMIT#407			2,000.00	0.00	
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				65,417.45		
Department Total: SEWER UTILITY O/E: OTHER EXPENSES:				65,417.45		
CAFR Total:				65,417.45		
Fund Total: SEWER UTILITY: BUDGET:				65,417.45		
Year Total:				1,443,807.29		
Fund: GENERAL CAPITAL FUND BUDGET:						
Department: Alternate Developer Ord #						
Extd: Recon Foot Bridge-Sunset Lake (Ord#3036)						
C-04-55-995-013-001 TMASSO T & M ASSOCIATES	Recon Foot Bridge - 40A(Ord#3036/2016-1) 16-02764 BLANKET FOOTBRIDGE			3,281.00	0.00	B
Extd Total: Recon Foot Bridge-Sunset Lake (Ord#3036)				3,281.00		
Department Total: Alternate Developer Ord #				3,281.00		
Extd: Boardwalk Reconstruction (Ord #3039)						
C-04-55-996-013-001 TMASSO T & M ASSOCIATES	Boardwalk Reconstr-40A Costs (Ord #3039) 16-04035 LAF312597 Fema Processing			345.00	0.00	
Extd Total: Boardwalk Reconstruction (Ord #3039)				345.00		
Department Total:				345.00		
Extd: Installation of Camera System(Ord #3053)						
C-04-55-997-014-002 MILCOM MILLENNIUM COMMUNICATIONS	Camera Installation - City of AP 15-03000 VIDEO CAMERA SECURITY SYSTEM			3,960.00	0.00	B
Extd Total: Installation of Camera System(Ord #3053)				3,960.00		
Department Total:				3,960.00		
Extd: 2015-39/Roadway and Sewer Improvements						
C-04-55-998-015-001 TREREV TREASURER STATE OF NEW JERSEY	2015-39/Roadway & Sewer Improvmts (40A) 16-04032 #162255650 DEP #743827			650.00	0.00	
TMASSO T & M ASSOCIATES	16-04047 #LAF312601:2016 ROAD PROGRAM			1,661.12	0.00	C
				2,311.12		
Extd Total: 2015-39/Roadway and Sewer Improvements				2,311.12		

Attachment: Bill List (2016-467 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-002	2016-16/POLICE VEHICLES,EQUIPMENT					
WIRCOM	WIRELESS COMMUNICATIONS &	16-03164	Computers & Software for 3	16,743.60	0.00	
C-04-55-998-162-005	2016-16/ADMIN EQUIPMENT,IMPROVEMENTS					
WIRCOM	WIRELESS COMMUNICATIONS &	16-02401	#M57238:Getac Tablets	5,128.42	0.00	
GRAWOR	GRAMCO WORD PROCESSING, INC.	16-03367	PREMIUM SOUND SYSTEM FOR	9,765.00	0.00	
				<u>14,893.42</u>		
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT			31,637.02		
Extd:	Ord. 2016-28 4th Ave. Improvements					
C-04-55-998-164-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	16-03650	4TH AVE. RD. IMPROVEMENTS 2016	63,453.42	0.00	B
	Extd Total: Ord. 2016-28 4th Ave. Improvements			63,453.42		
Extd:	Ord. Acq. Var. Capital Items & Park Imp.					
C-04-55-998-165-004	Office Furniture/Equipment-Finance					
WBMASON	W.B.MASON CO., INC.	16-03258	I38761418,CR3673281,I38317985:	850.00	0.00	
	Extd Total: Ord. Acq. Var. Capital Items & Park Imp.			850.00		
	Department Total:			98,251.56		
	CAFR Total:			105,837.56		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			105,837.56		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
TMASSO	T & M ASSOCIATES	15-01868	SVCS. RENDERED IN CONNECTION	740.58	0.00	B
TMASSO	T & M ASSOCIATES	16-04034	LAF312602 diffuser repair	916.12	0.00	
				<u>1,656.70</u>		
C-08-55-526-013-002	Sewer Plant Improvements - Ord. #3038					
TMASSO	T & M ASSOCIATES	16-02518	ENGINEERING SVCS. WASTWATER	1,538.10	0.00	B
	Extd Total: Sewer Plant Improvements - Ord. #3038			3,194.80		
	Department Total:			3,194.80		
	CAFR Total:			3,194.80		
	Fund Total: SEWER CAPITAL FUND BUDGET:			3,194.80		
	Year Total:			109,032.36		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-014-206	Clean Communities Program - 2014					
RUTUND	RUTGERS,THE STATE UNIVERSITY	16-03640	Registration Fee (Y. Adams)	115.00	0.00	
BOAEDU	BOATING EDUCATION AND RESCUE	16-03737	Environmental Outreach Program	300.00	0.00	

Attachment: Bill List (2016-467 : 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
G-02-43-871-014-206 POST POSTMASTER	Clean Communities Program - 2014 Renewal of Permit Type PI	16-03946	Continued	215.00 630.00	0.00	
	Extd Total:			630.00		
G-02-43-871-016-200 VISNUR VISITING NURSES ASSN. OF CENTR RUTUNV RUTGERS UNIVERSITY	2016 NJDHMS Mental Health Grant Nursing Services 2016 Ongoing CEU NOV	16-00661 16-03631		3,833.33 85.00 3,918.33	0.00 0.00	B
	Extd Total:			3,918.33		
	Department Total:			4,548.33		
	CAFR Total:			4,548.33		
	Fund Total: GRANT FUND BUDGET:			4,548.33		
	Year Total:			4,548.33		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801 MGLFOR MGL PRINTING SOLUTIONS, LLC	Reserve for Animal Control DOG LICENSE ORDER FOR 2017	16-03221		230.00	0.00	
	Extd Total:			230.00		
	Department Total:			230.00		
	CAFR Total:			230.00		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			230.00		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
T-17-73-850-850-802 NJNG N.J. NATURAL GAS CO.	2016 CDBG - HOMELESS PREVENTION 22-0011-8550-63	16-03892		200.00	0.00	
T-17-73-850-850-810 MILBUI MILANO BUILDERS	2016 CDBG - BOYS&GIRLS CLUB OF MONMOUTH shower heads, valves & divider	16-03728		10,400.00	0.00	
T-17-73-850-850-811 WHRCON WHIRL CONSTRUCTION	2016 CDBG - ROAD IMPROVEMENT Atkins & Heck Playgrounds	16-03304		1,900.00	0.00	
	Extd Total:			12,500.00		
	Department Total:			12,500.00		
	CAFR Total:			12,500.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			12,500.00		
Fund:	TRUST OTHER					
T-20-56-850-878-801 FREFES FREEDOM FEST STATE FAIR	Reserve for Recreation #100:SUMMER CAMP ACTIVITY	16-01751		2,892.00	0.00	
	Extd Total:			2,892.00		
T-20-56-850-909-801 TTLBL TTLBL, LLC TTLBL TTLBL, LLC	Reserve for Tax Sale Premiums PREMIUM TSC-14-0010 PREMIUM TSC-15-00054	16-03580 16-03581		11,500.00 1,600.00	0.00 0.00	

Attachment: Bill List (2016-467 : Payment of Bills)

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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			
SBLBNJ SB MUNI-CUST % LBNJ, LLC		16-03883	PREMIUM TSC-12-00027	1,800.00	0.00	
				14,900.00		
	Extd Total:			14,900.00		
T-20-56-850-915-801	Reserve for Rain Garden					
SUNFAR ANTHONY & FRANK D'ESPOSITO		16-03942	#5700 Mulch - Shade Tree 9/23	366.27	0.00	
	Extd Total:			366.27		
T-20-56-850-916-801	Reserve for PAL Boxing Facility					
USABOX USA BOXING		16-03736	#89945:2017 membership fees	350.00	0.00	
	Extd Total:			350.00		
	Department Total:			18,508.27		
	CAFR Total:			18,508.27		
	Fund Total: TRUST OTHER			18,508.27		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-219-000-299	5TH AVE PAVILION (MADISON ASBURY RETAIL)					
JACSER JACK A. SERPICO		16-04022	Board Attorney	225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
T-21-00-222-000-299	CASINO/CAROUSEL (MADISON ASBURY RETAIL)					
ASBPAK ASBURY PARK PRESS		16-04023	Legal notices	92.00	0.00	
	Extd Total:			92.00		
	Department Total:			92.00		
T-21-00-314-000-299	1183 MAIN STREET (PATRICK J. FASANO)					
JACSER JACK A. SERPICO		16-04022	Board Attorney	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-334-000-299	660 COOKMAN AVENUE (TBD, INC.)					
ASBPAK ASBURY PARK PRESS		16-04023	Legal notices	59.30	0.00	
	Extd Total:			59.30		
	Department Total:			59.30		
T-21-00-350-000-299	210 5TH AVENUE(INSPECTION FEE)(I-STAR)					
ASBPAK ASBURY PARK PRESS		16-04023	Legal notices	62.75	0.00	
	Extd Total:			62.75		
	Department Total:			62.75		

Attachment: Bill List (2016-467 : Payment of Bills)

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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-21-00-386-000-299 JACSER JACK A. SERPICO	603 SEVENTH AVENUE(RALPH L. FURLO III)	16-04022	Board Attorney	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-387-000-299 JACSER JACK A. SERPICO	1026 MONROE AVE.(1026 MONROE AVE., LLC)	16-04022	Board Attorney	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-388-000-299 JACSER JACK A. SERPICO	909 ASBURY AVENUE(H4 HOLDINGS, LLC)	16-04022	Board Attorney	225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
T-21-00-391-000-299 JACSER JACK A. SERPICO	710 COOKMAN AVENUE(CATBURY PARK, INC.)	16-04022	Board Attorney	187.50	0.00	
	Extd Total:			187.50		
	Department Total:			187.50		
T-21-00-392-000-299 JACSER JACK A. SERPICO	520 PROSPECT AVE(INTERFAITH NEIGHBORS)	16-04022	Board Attorney	112.50	0.00	
	Extd Total:			112.50		
	Department Total:			112.50		
T-21-00-395-000-299 JACSER JACK A. SERPICO	1108 4TH AVENUE(JOHN MULLING)	16-04022	Board Attorney	112.50	0.00	
	Extd Total:			112.50		
	Department Total:			112.50		
T-21-00-396-000-299 JACSER JACK A. SERPICO ASBPAK ASBURY PARK PRESS	5 DEWITT AVENUE(COASTAL HABITAT)	16-04022 16-04023	Board Attorney Legal notices	375.00 60.50 <u>435.50</u>	0.00 0.00	
	Extd Total:			435.50		
	Department Total:			435.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			1,962.05		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			1,962.05		
	Year Total:			33,200.32		
Total Charged Lines: 374 Total List Amount: 1,595,108.33 Total Void Amount:				0.00		

Attachment: Bill List (2016-467 : Payment of Bills)

December 14, 2016 Council Meeting

Balance brought forward from Total List Amount \$ 1,595,108.33

Additional Items:

Retiree Medical Reimbursement	1,662.85
The Bank of New York Mellon	3,000.00
The Bank of New York Mellon	2,500.00
Stohrer Bros. Inc. (Towing Service)	350.80
Yvonne Clayton	147.00
US Bank Operations CTR.	50,000.00
JCPL	<u>24,531.70</u>

Total Bill List December 14, 2016 \$ 1,677,300.68



RESOLUTION NO. 2016-468

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

RESOLUTION TO APPROVE APPLYING FOR INVOLUNTARY DISABILITY RETIREMENT FOR JOHNNY WASHINGTON

WHEREAS, the State of New Jersey, Division of Pension and Benefits has promulgated rules and regulations that outline the requirements for an employer to seek an Involuntary Disability Retirement for an employee; and

WHEREAS, a summary of these rules and regulations for a PFRS employee are found in Fact Sheet 16 issued August 2016 by the Division of Pension and Benefits and require a Resolution from the governing body that the employee is totally and permanently disabled from fulfilling their job duties; and

WHEREAS, this recommendation is being made from the City Manager who is the agency's appointing authority based upon medical records he has received; and

WHEREAS, this Resolution authorizes the City to apply for an Involuntary Disability Retirement for PFRS employee Johnny Washington.

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 that an Involuntary Disability Retirement for Johnny Washington shall be applied for.

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. 2016-468 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2016-469

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

**RESOLUTION TO APPROVE APPLYING FOR INVOLUNTARY DISABILITY
RETIREMENT FOR PAUL JOHNSON**

WHEREAS, the State of New Jersey, Division of Pension and Benefits has promulgated rules and regulations that outline the requirements for an employer to seek an Involuntary Disability Retirement for an employee; and

WHEREAS, a summary of these rules and regulations for a PERS employee are found in Fact Sheet 15 issued August 2016 by the Division of Pension and Benefits and require a Resolution from the governing body that the employee is totally and permanently disabled from fulfilling their job duties; and

WHEREAS, this recommendation is being made from the City Manager who is the agency's appointing authority based upon medical records he has received; and

WHEREAS, this Resolution authorizes the City to apply for an Involuntary Disability Retirement for PERS employee Paul Johnson.

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 that an Involuntary Disability Retirement for Paul Johnson shall be applied for.

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. 2016-469 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2016-470

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

**AWARDING SOFTWARE CONTRACT TO GEO 3.0 FOR CODE ENFORCEMENT
SOFTWARE**

WHEREAS, on November 19, 2016 the Temporary Purchasing Agent solicited a proposal from Jungle Lasers LLC (Geo 3.0) for acquisition, support and maintenance of their proprietary software for metrics and workflow process; and

WHEREAS, this purchase is exempt from public bidding as per N.J.S.A 40A:11-5(1)(dd) Exceptions; and

WHEREAS, the proposal is attached to this Resolution and is hereby named Attachment A; and

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the purchase of Jungle Laser's Code Enforcement Software proprietary.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the 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. 2016-470 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK



November 9, 2016

Mr. Robert McKeon, Esq.
 Director of Code Enforcement
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712

Re: Geo3.0 Code Enforcement Software Proposal

Dear Rob:

We are pleased to present this proposal for use of our Geo3.0 Code Enforcement software to the City of Asbury Park, Monmouth County New Jersey.

OVERVIEW

Jungle Lasers has been delivering National Geomatica as an Internet based platform for more than 10 years. We have consistently demonstrated the value of this method by allowing for employee access from any place and machine with an Internet connection, in a timely manner, and with NO work required of any I.T. personnel...no hardware or software installation or maintenance. In 2008, we evolved to our third generation of Internet based software, Geo3.0.

Of equally important priority is the "value proposition" that ANY software acquisition represents. In this arena, Jungle Lasers' Geo3.0 offers several substantial advantages to the municipal market. By way of specifics:

Pay as you go- No upfront costs. Fees are billed monthly and you may leave at any time with 60 days written notice.

Activity Based Fees- Many of our products may be charged based on activity levels, a "per transaction" fee essentially. When there's a slowdown in activity, we are paid less money. Although the reverse is also true, our fees reflect YOUR activity levels, and in difficult economic times, it's good to know we "partner" with our clients by accepting less revenue when the client does. No "seat licenses" and no "concurrent users" restrictions. An unlimited number of users and unlimited usage, from anywhere with an Internet connection.

Unlimited Support- Never a charge for training or Tech Support. Ever.

Free System Modifications- Never a charge for custom changes. Often as processes are automated our clients think of enhancements to those processes that were never attainable before they were in our System. As those ideas evolve, we modify the workflows according to the way YOU work.

Free Products- There are a number of software modules that we are willing to offer the City of Asbury Park at no charge.

Growth breeds Value- The course of time will enable greater use of the System, often at little or no additional cost. The ability to have instant access to details pertaining to Business Registrations; tracking of violations, instant access to floor plans and photos, and the ability to electronically alert building department personnel of important information will certainly prove is value.



Here's how we propose to develop Geo3.0 for the City of Asbury Park, Code Enforcement department:

When using Geo3.0, the foundation of the GIS will be created from map layers obtained through the City from Monmouth County and the MOD IV data that is linked to each parcel. This service is performed at no charge to the municipality.

As part of our core offer for municipal clients, our System is comprised of a number of features representing a very substantial value proposition:

Support Tickets – Staff may request support via the built in support tickets. All support tickets can be tracked through completion from within the System.

Unlimited Training – New or reassigned staff is trained by Geo3.0, and retraining is always available.

Simplified Staff Portals – Secure portals can be created for staff with a simplified custom access to any application.

Unlimited Templates – Documents can be created as templates which auto-fill with data. A 'merge forms' type interface makes renewal notices, announcements, etc. easy for printing one or many.

Custom Email Templates – Email templates can be created with a 'merge' from the application data. Emails can be sent automatically by rule or manually by the user.

Unlimited Search Fields – Custom search tabs can be set up for applications so that users may search on any field. Custom search fields can be added by the user.

Public Portal – Ability to expose external-facing application functionality and information. Portals can be integrated into the Borough website via iFrame or it can run independently.

Online Forms – Custom online forms can be accessed by the public through a secure protocol (https:) These forms, completed by the public user, flow directly into the Geo3.0 workflow process, thus reducing staff data entry.

Email Notifications – Forms submitted online, or entered by department staff can launch email notifications based on various triggers which you determine.

Import, Export – Data can be imported or exported in the form of xls (Excel) or csv (Comma Separated Value).

Auto-fill of Data – Data from selected related records can be set to fill out fields on a form. i.e., Selection of a tax parcel can fill in Owner, Address, Block, Lot, etc.

Search By Current View – Searching can be done on a current view speeding the search process.

Field Level Help - Helpful descriptions can be added for each field of the database, whenever that field is viewable onscreen.



Web Meeting Support – Quickly access a web based meeting with our support staff for tech support.

Embedded or New Window – The GIS map may be embedded within a tab in the System or opened in a new browser window for ease of use.

Dependant Workflows – Workflows can be created based on user decisions.

Links to External URLs – External websites can become a tab or section within the application. i.e. State code, online ordinance etc.

Role-Based Access – Users can be grouped in a role which allows access to views, fields, applications, reports, actions, etc. Roles can be as expansive or restricted as needed.

Management Level Access – Management can be given access to special Views, Reports, Charts and Graphs.

IP Capture – Pages exposed to the public can include IP capture fields so that management can see who is accessing the site.

Automated Backup – All data can be backed up automatically and sent via email or FTP.

Tagging and RSS – Data rows in applications can be tagged by each user. RSS feeds can be created for data to be read by RSS viewers such as iGoogle.

Interface with Google or Bing Maps – In addition to the GIS map a link to Google Maps, Bing Maps, or other can be displayed.

Google App Integration – Integrate with Gmail, Google Calendar, Google Docs. The intent here is to lower your costs as you switch away from Microsoft or other software packages

SERVICES AND APPLICABLE COSTS

We have based our pricing according to the estimated number of “transactions” we project will be posted through the System. These numbers typically fluctuate with the economy or other factors.

Upon acceptance and signature of the attached End User Agreement by an official of the City of Asbury Park, Jungle Lasers will provide:

1. Code Enforcement Tracking module - When Code Enforcement Complaints or Requests are entered by your department staff or an online public request process that we can create, the resulting data will be added to the database for use on the Geo3.0 web site. This module will include forms and templates for violation letters and correspondence, tracking and scheduling each Code Enforcement entry at a cost of: **\$0.00**
2. Certificates of Occupancy - When Certificate of Occupancy applications are entered into the System by your department staff or an online application process that we can create, the resulting data will be added to the database for use on the Geo3.0 web site. This module will include inspection and results tracking, forms and templates at a cost of: **\$5.00 per application**



3. Continued Certificates of Occupancy - When Continued Certificate of Occupancy applications are entered into the System by your department staff or an online application process that we can create, the resulting data will be added to the database for use on the Geo3.0 web site. This module will include inspection and results tracking, forms and templates at a cost of: **\$5.00 per application**
4. Transfer of Title - When Transfer of Title applications are entered into the System by your department staff or an online application process that we can create, the resulting data will be added to the database for use on the Geo3.0 web site. This module will include inspection and results tracking, forms and templates at a cost of: **\$5.00 per application**
5. Each of the above listed software applications include the ability for residents / public to enter applications online for management and scheduling by department staff. This feature is provided at a cost of: **\$0.00**
6. An Inspectors Portal will be created for ease of entry of inspections in the field via mobile device with online access. (Mobile devices are not provided by Jungle Lasers, LLC) This feature is provided at a cost of: **\$0.00**
7. We will develop customized reports based on your criteria for any of the applications proposed at a cost of: **\$0.00**

The prices quoted above for each module / application are contingent upon the acceptance of the entire Code Enforcement module as indicated and are valid for 60 days from the date of this proposal.

Should you have additional questions, we welcome your call and are happy to discuss with you or your designee any points that are unclear.

We appreciate the opportunity to offer this proposal and look forward to working with you in developing this powerful municipal management tool for the City of Asbury Park.

If the terms outlined above are acceptable, we ask that the representative of City of Asbury Park sign and have witnessed his or her signature on two originals. Upon our receipt of the executed documents, we will execute and return one copy to you.

Sincerely,

Dee Haege
Director
Government Products and Services
Jungle Lasers, LLC



City of Asbury Park

Attest: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Jungle Lasers, LLC

By: _____

Title: _____

Date: _____



RESOLUTION NO. 2016-471

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

A RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A JOINT PURCHASING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11(10) authorizes contracting units to establish a Joint Purchasing System and to enter into a Joint Purchasing Agreement for its administration; and

WHEREAS, the Borough of Neptune City, hereinafter referred to as the “Lead Agency” has offered voluntary participation in a Joint Purchasing System for the provision and performance of goods and services; and

WHEREAS, on October 15, 2013 the governing body of the Borough of Neptune City, County of Monmouth, State of New Jersey duly considered participation in a Joint Purchasing System for the provision and performance of goods for Police Department Equipment for Training Purposes, including but not limited to Simunitions Equipment.

WHEREAS, the following towns

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This Resolution shall be known and may be cited as the Joint Purchasing Resolution of the City of Asbury Park.

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40A:11-10 the City Manager of the City of Asbury Park is hereby authorized to enter into a Joint Purchasing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

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. 2016-471 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK

JOINT PURCHASING SYSTEM AGREEMENT

AGREEMENT FOR A JOINT PURCHASING SYSTEM

This Agreement made and entered into this ____ day of _____, 2016, by and between the Borough of Neptune City and the Borough of Bradley Beach, the Borough of Avon by the Sea, the City of Asbury Park, the Borough of Belmar, the Borough of Spring Lake, the Borough of Spring Lake Heights, the Borough of Sea Girt, the Borough of Manasquan, the Borough of Brielle, the Township of Neptune, and the Township of Wall to participate in a Joint Purchasing System.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-10*, specifically authorize two or more contracting units to enter into a Joint Purchasing Agreement for the provision and performance of goods and services; and

WHEREAS, the Borough of Neptune City is conducting a voluntary Joint Purchasing System with other authorized contracting units utilizing the administrative purchasing services and facilities of the Borough of Neptune City; and

WHEREAS, this Joint Purchasing Agreement is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution; and in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced jointly may include Equipment for the purpose of training purposes, including but not limited to Simunitions, and such other items as two or more participating contracting units in the system agree can be purchased on a joint basis.
2. The items and classes of items which may be designated by the participating contracting units hereto shall be purchased jointly for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the System's registration and annually thereafter, on the anniversary of the systems registration and shall publish a legal ad in such format as required by *N.J.A.C. 5:34-7. 9 (a)* in its official newspaper normally used for such purposes by it to include such information as:

- (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned the Joint Purchasing System.
 - (E) The expiration date of the Joint Purchasing Agreement.
4. The specifications shall be prepared and approved by the Lead Agency, and no changes shall thereafter be made. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units.
 7. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item.
 8. The award shall result in only the Lead Agency entering into a formal written contract(s) directly with the successful bidder(s).
 9. The Lead Agency on behalf of each participating contracting unit shall certify the funds available for all the needs ordered under a particular contract(s); issue all purchase orders in its own name directly to the successful vendor(s) against said contract; and be invoiced by and receive statements from the successful vendor(s).
 10. The Lead Agency shall be responsible for payment for any items ordered, or for performance generally, by any other participating contracting unit. Each participating contracting unit, however, shall be required to accept its own deliveries.
 11. No participating contracting unit in the Joint Purchasing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
 12. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
 13. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
 14. It is further agreed that upon notification by the Lead Agency that it is about to award a contract to a vendor on behalf of itself and participating agencies, each participating agency

shall issue a purchase order and make payment in advance to the Lead Agency for its respective portion of the pending contract. The Lead Agency shall hold such advance payment in trust for the purpose for which it was made in accordance with *N.J.A.C. 5:34-7.14(d)6iii* and shall promptly return any unneeded portion.

15. This Agreement shall become effective on October subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
17. This Agreement shall be binding upon and ensure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY:

BY: _____
(NAME AND TITLE)

FOR THE PARTICIPATING UNIT:

BY: _____
(NAME AND TITLE)



RESOLUTION NO. 2016-472

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

**RESOLUTION TO RENEW A CONTRACT WITH THE STATE OF NEW JERSEY
FOR THE BANGS AVENUE GARAGE**

WHEREAS, the New Jersey Department of Treasury, Division of Property Management and Construction (DPMC) entered into a lease with the City of Asbury Park dated February 22, 2007, by which the City was permitted to use and occupy the Bangs Avenue garage at no cost to the City together with three (3) five (5) year renewals, a copy of the lease is attached; and

WHEREAS, the City is desirous to continue the lease agreement for the third and final renewal for the benefit of residents, businesses, and visitors; and

WHEREAS, attached to this Resolution is the existing lease agreement which shall not be changed as part of this renewal and the existing parking layout delineating ownership and control of spaces; and

WHEREAS, the City Manager is authorized to sign and documents related to the lease extension.

NOW, THEREFORE IT BE RESOLVED this 14th day of December by the Mayor and Council of the City of Asbury Park, Monmouth County, New Jersey, that the City shall hereby enter into a five (5) year lease for the usage of the Bangs Avenue Parking Garage and the City Manager is hereby authorized to sign any and all paperwork related to said lease 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. 2016-472 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



Resolution of the City of Asbury Park

A Resolution to Renew a Contract with the State of New Jersey for Bangs Avenue Garage

Whereas, the New Jersey Department of Treasury, Division of Property Management and Construction (DPMC) entered into a lease with the City of Asbury Park dated February 22, 2007, by which the City was permitted to use and occupy the Bangs Avenue garage at no cost to the City together with up to three (3) five (5) year renewal terms, a copy of the lease is attached, and

Whereas, the City desires to continue the lease agreement for the benefit of residents, businesses, and visitors,

Now therefore be it resolved by the Mayor and City Council, that:

- 1.) The Mayor or City Manager are authorized to sign the attached renewal agreement
- 2.) The term of the agreement and the license to use and occupy the Bangs Avenue garage shall be extended for the initial five (5) year renewal term, retroactive to 2/22/2012 and terminating on 2/21/2017 upon the same terms and conditions of the original agreement.

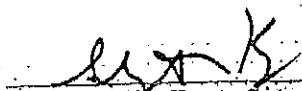
Record of Council Vote on Final Passage			
COUNCIL PERSON	AYE	NAY	N.V
Mayor Myra Campbell	X		
Deputy Mayor Sue Henderson	X		
Council Member John Loffredo			X
Council Member John Moor	X		
Council Member Amy Quinn	X		

* absent

N.V.- Not Voting Abstain

✓ Indicates vote

ADOPTED: September 17, 2014


Stephen M. Kay, City Clerk.

FIRST RENEWAL OF
AGREEMENT FOR USE AND OCCUPANCY

THIS RENEWAL (the "Renewal") dated the day of , 2014, by and among the NEW JERSEY DEPARTMENT OF THE TREASURY, DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION whose address is 33 West State Street, P.O. Box 034, Trenton, New Jersey 08625-0034 ("DPMC") and the CITY OF ASBURY PARK, One Municipal Plaza, Asbury Park, New Jersey 07712 ("City").

WITNESSETH

WHEREAS, the New Jersey Economic Development Authority, an instrumentality of the State of New Jersey ("NJEDA") is the owner of real property located at 609 Bangs Avenue, Asbury Park, New Jersey (Block 120, Lot 2), commonly known as the Bangs Avenue Parking Garage (the "Property"), having acquired title to the Property from the City by deed dated January 20, 2000; and

WHEREAS, pursuant to Ordinance No. 2531 adopted September 1, 1999, the City's sale of the Property to NJEDA reserved to the City, subject to consent of bond counsel, rights to use the Property provided such use (1) did not interfere with DPMC's utilization of the Property for its intended purpose and (2) was at the City's cost to operate upon terms mutually agreeable to the City, DPMC and NJEDA; and

WHEREAS, NJEDA has rehabilitated the Property and entered into a certain Agreement and Lease (Asbury Park Office Building Project) with the State of New Jersey, Department of Treasury dated as of January 1, 2000 (the "Lease"); and

WHEREAS, pursuant to the requirement of Ordinance 2531, the Lease requires DPMC, with the consent of NJEDA, to make available to the City space in the property in excess of the

requirements of State departments, agencies and employees, provided; (i) such use does not have an adverse impact on the holders of any bonds issued in connection with the Property; (ii) the City indemnifies DPMC and NJEDA for any loss or damage caused by the City's use or occupancy of the Property; and (iii) the City provides insurance listing DPMC, NJEDA and the trustee, The Bank of New York, as additional insureds; and

WHEREAS, DPMC and the City, with the consent of the NJEDA, entered into a certain Use and Occupancy Agreement (the "Agreement") dated February 22, 2007, by which the City was permitted to use and occupy the Property on the terms contained in the Agreement for a period of five (5) years expiring on February 21, 2012 (the "Original Occupancy Term") together with up to three (3) five (5) year renewal terms; and

WHEREAS, the City has periodically remained in occupancy since the expiration of the Original Occupancy Term; and

WHEREAS, the City desires to continue to use and occupy the Property on the same terms and conditions contained in the Agreement and has requested a formal renewal of the Agreement; and

WHEREAS, DPMC, with the consent of the NJEDA, agrees with the requested renewal.

NOW, THEREFORE, the Parties to this Renewal in consideration of the terms contained in the Agreement and this Renewal and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, agree as follows:

1. Term. Notwithstanding anything to the contrary contained in the Agreement, the term of the Agreement and the license to use and occupy the property shall be extended for the initial five (5) year Renewal Term retroactive to February 22, 2012 and terminating on February 21, 2017, upon the same terms and conditions of the Agreement. The

City shall notify DPMC in writing not less than three (3) months prior to the end of the above term, or by November 21, 2016, of its desire to extend the Agreement for a second five (5) year renewal term.

2. Binding Effect. All terms and conditions of the Agreement shall remain in full force and effect for this renewal term.

IN WITNESS WHEREOF, this Renewal has been duly executed as of the day and year first written above.

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT &
CONSTRUCTION



Steven Sutkin, Director

ATTEST:

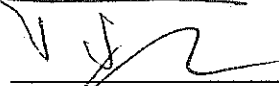
CITY OF ASBURY PARK



Myra Campbell, Mayor

Consented to on Behalf of:

THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

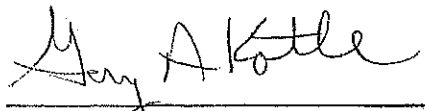
By: 

Timothy Lizura
President & COO

Approved as to Legal Form:

JOHN J. HOFFMAN

ACTING ATTORNEY GENERAL OF NEW JERSEY

By: 

Gary A. Kotler

Deputy Attorney General

AGREEMENT FOR USE AND OCCUPANCY

THIS AGREEMENT dated the 22nd day of Feb., 2007, by and among the NEW JERSEY DEPARTMENT OF THE TREASURY, DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION whose address is 33 West State Street, P.O. Box 034, Trenton, New Jersey 08625-0034 ("DPMC") and the CITY OF ASBURY PARK, One Municipal Plaza, Asbury Park, New Jersey-07712 ("City").

WITNESSETH

WHEREAS, the New Jersey Economic Development Authority, an instrumentality of the State of New Jersey ("NJEDA") is the owner of real property located at 609 Bangs Avenue, Asbury Park, New Jersey (Block 120, Lot 2), commonly known as the Bangs Avenue Parking Garage (the "Property"), having acquired title to the Property from the City by deed dated January 20, 2000; and

WHEREAS, pursuant to Ordinance No. 2531 adopted September 1, 1999, the City's sale of the Property to NJEDA reserved to the City, subject to consent of bond counsel, rights to use the Property provided such use (1) did not interfere with DPMC's utilization of the Property for its intended purpose and (2) was at the City's cost to operate upon terms mutually agreeable to the City, DPMC and NJEDA; and

WHEREAS, NJEDA has rehabilitated the Property and entered into a certain Agreement and Lease (Asbury Park Office Building Project) with the State of New Jersey, Department of Treasury ("Treasury") dated as of January 1, 2000 (the "Lease"); and

WHEREAS, pursuant to the requirement of Ordinance 2531, the Lease requires DPMC, with the consent of NJEDA, to make available to the City space in the Property in excess of the

requirements of State departments, agencies and employees, provided: (i) such use does not have an adverse impact on the holders of any bonds issued in connection with the Property; (ii) the City indemnify DPMC and NJEDA for any loss or damage caused by the City's use or occupancy of the Property; and (iii) the City provide insurance listing DPMC, NJEDA and the trustee, The Bank of New York (the "Trustee"), as additional insureds; and

WHEREAS, bond counsel has opined that the use of the Property contemplated herein will not cause interest on bonds issued in connection with the Property to be includable in the gross income of any holder thereof for Federal income tax purposes, nor will it cause such interest to be treated as an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code of 1986, as amended and supplemented; and

WHEREAS, the City desires to use and occupy the Property on the terms contained in this Agreement.

NOW, THEREFORE, for and in consideration of the sum set forth in Paragraph 3 below, and in consideration of the agreements and undertakings set forth herein, DPMC agrees that the City may use and occupy the Property on the terms set forth hereinafter.

1. The Property. DPMC hereby grants to the City a license to use and occupy the Property on the terms and conditions hereinafter contained, together with all privileges, rights and interests appurtenant thereto. The Parties agree that this Agreement is not intended to and does not create a leasehold interest in the Property.

2. Term. The term of the aforesaid license to use and occupy the Property shall take effect immediately upon the written consent of NJEDA and shall terminate five (5) years therefrom, or upon the earlier termination of DPMC's right of possession under the Lease, or as otherwise set forth herein (the "Original Term"). Provided that the City is not in default hereunder, and upon written notice from the City, DPMC agrees to enter into negotiations to extend the term of this Agreement with respect to the use and occupancy of the Property in accordance with Paragraph 4(a)(ii) below for up to three (3) five (5) year renewal terms (each a "Renewal Term" and together with the Original Term, a "Term") upon the same terms and conditions as the Original Term. The City shall notify DPMC in writing not less than three (3) months prior to the end of each Term of its desire to extend the Agreement for a Renewal Term.

3. Payments. In consideration for the aforesaid license to use and occupy the Property, the City shall pay to DPMC the sum of \$1.00.

4. Use and Occupancy of the Property. The City, its officers, employees, agents, designees, invitees and patrons shall be entitled to use and occupy the Property for vehicular parking on the following terms and conditions.

- a) Hours of Use. Subject to DPMC's right to terminate this Agreement, in whole or in part, in accordance with the procedure more fully set forth in Paragraph 10 below, the City shall have the right to utilize parking spaces in the Property as follows:
 - (i) seventy-five (75) spaces on a 24 hour per day, seven days per week basis. In the City's discretion, such spaces may be marked or dedicated for use by the City or any City licensee; provided however that during the Original Term,

upon mutual agreement of the parties and consent of the Authority's bond counsel, the City and DPMC may increase the number of spaces available to the City under this clause if DPMC's use of spaces within the Property are lower than anticipated; and

- (ii) all available parking spaces in the Property between the hours of 6 p.m. and 7 a.m. on weekdays and 24 hours per day on Saturdays, Sundays and State of

New Jersey holidays, less fifty (50) spaces that are reserved for the exclusive use of State vehicles and/or State employees at all times.

- (iii) The hours for City usage as set forth in 4(a)(i) and (ii) above are hereinafter referred to as "Authorized City Hours." The City shall have the right to establish parking fees, rates and charges in accordance with subsection (d) below, provided, however, that parking provided under Paragraph 4(a)(ii) above shall be made available to the general public on a first come, first served basis at a generally applicable schedule of parking rates.

- (iv) Subject to DPMC's practice of making 12 spaces available for use by a law firm in proximity to the Property and DPMC's right to reserve 25 parking spaces during state business hours for use as visitor parking, for any parking spaces not available to the City under clauses (i) and (ii) above, DPMC hereby covenants not to compete with the City in providing parking to residents of the City or the general public on an hourly, weekly, monthly or yearly basis.

b) Location of Spaces. At its election, DPMC may designate the location of spaces made available for City use as specified in 4(a)(i) above, in order to maintain separate areas for State employee and State vehicle parking. Notwithstanding the above, DPMC agrees that it will collaborate and cooperate with the City in making any determination regarding the location of City parking spaces so as to minimize to the greatest extent possible, enforcement and operational concerns for City residential, commercial and retail parkers.

c) Alteration Costs. The parties acknowledge that it will be necessary to make alterations to the Property in order to accommodate public parking during the Authorized City Hours. The Alterations shall be designed by the City engineer in consultation with DPMC and the Property Manager. Within fifteen (15) days following the development and agreement by the parties with respect to the Alteration specifications, the City shall give notice to DPMC and the Property Manager of its intent to construct the Alterations. All costs of the Alterations shall be at the City's sole expense and the Alterations shall remain the property of the City. The City shall pay to workers employed to construct and install the Alterations, no less than the prevailing wage rate, as established for the Asbury Park locality pursuant to the Prevailing Wage Act (N.J.S.A. 34:11-56.25, et seq.).

d) Ingress, Egress, Rates and Fares -- (1) Subject to the restriction set forth in Paragraph 4(a)(iii) above, the City shall have the right, from time to time, to establish a schedule of parking rates, fees and charges to be charged and collected from licensees and users of the Property. To enforce such rates and charges, the City, at its own cost and expense, shall hire employees or procure the services of a company or utilize technology to collect such rates and charges (collectively, the "Operator"). If the City decides to procure a company to serve as Operator, such

company shall be selected pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; provided, however, the City shall not engage or hire any private company to service at the Property as Operator unless and until the Authority (with the consent of the Authority's bond counsel) has approved the selection of the Operator and the terms of hiring the Operator pursuant to Paragraph 4(g) of this Agreement. No private company shall have any authority or permission to serve as ~~Operator of the Property without the prior written approval of the Authority (with the consent of the~~ Authority's bond counsel) in accordance with paragraph 4(g) of this Agreement. The Operator shall be responsible for operating and maintaining the Alterations and collecting rates and charges as an agent for the City.

e) Operations Plan. The parties acknowledge that DPMC has contracted with a property manager, and will from time to time contract with replacement property managers (the "Property Manager") to manage and maintain the Property. DPMC and the City agree to develop an operational plan (the AOperations Plan") for use by the Property Manager during the Authorized City Hours. The Operations Plan shall outline, among other things, security systems, workshift, maintenance schedule and enforcement protocols relative to the use of the Property and coordination of efforts between the Property Manager and Operator.

f) City Use. The City covenants and agrees that during Authorized City Hours the Property shall only be utilized for vehicular parking by the City's business and general public at the Property's parking rates established pursuant to the Section 4(d) of this Agreement. The City further covenants and agrees that any and all use of the Property by the City shall be only as expressly set forth in this Agreement and shall not be reserved for exclusive usage in connection with a private

event; provided however that use of the 75 spaces as permitted under paragraph 4(a)(i) and designation of spaces as permitted thereunder shall not be a violation of this covenant.

g) Tax Exempt Bond Financing. The City acknowledges that the acquisition and renovation of the Property was undertaken through the issuance of bonds (the "EDA Bonds") and that the interest on the EDA Bonds is excluded from gross income for purposes of Federal income taxation as that status is governed by Section 103(a) of the Code. The City covenants and agrees that it shall not take any action or omit to take any action, including but not limited to hiring its Operator or a replacement Operator, which would result in the loss of the exclusion of the interest on any EDA Bonds from gross income for purposes of Federal income taxation as that status is governed by Section 103(a) of the Code. To that end, unless the City receives the prior written approval of the Authority (with the consent of the Authority's bond counsel), the City shall not, at any time, hire a private company to serve as Operator or permit the Property to be used (directly or indirectly) in any manner that would constitute a "private business use" within the meaning of Section 141(b)(6) of the Code. Each and every time the City seeks to hire a private company to serve as Operator, the City shall obtain prior written approval of the Authority (with the consent of the Authority's bond counsel). Prior to hiring a private operator, the City shall submit a copy of the contract terms and conditions upon which the private operator will be retained. The Authority covenants to take all reasonable action to review such terms and conditions and provide the required opinion, or shall provide comments on which terms and conditions prevent the delivery of such opinion within sixty (60) days of receipt such terms and conditions by the City. The Authority shall have sole discretion in deciding which law firm to utilize to review and deliver its written opinion letter regarding the

exclusion of interest on any EDA Bonds from gross income in connection with any action (including but not limited to the hiring of a private company to serve as Operator) or inaction that the City may wish to take in connection with the Property and the Authorized City Hours. The City shall promptly reimburse the Authority for any and all reasonable legal fees and costs incurred by the Authority in obtaining any such review and opinion of its bond counsel.

b) The City covenants and agrees that during Authorized City Hours as specified in 4(a)(ii), the City shall maintain the Property as a safe and secure parking facility for the City's parking patrons and the City shall provide and maintain a secure environment and shall provide for regular observation and patrols of the Property (which may be done by the City's police department) during Authorized City Hours as specified in 4(a)(ii).

i) The City covenants and agrees that at the end of each shift of Authorized City Hours as specified in 4(a)(ii), the City shall cause the Property to be patrolled for garbage, trash or other refuse; and (ii) collect and properly dispose of any and all garbage, trash and other refuse lying about or situated within the Property.

j) Any usage in violation of this section 4 shall be grounds for immediate termination of this Agreement by DPMC.

5. Insurance; Indemnification by City. The City and/or its successors or assigns hereby assumes all responsibility for any injury to person or property resulting from the actions of the City or its officers, employees, agents, designees, invitees and patrons while on the Property. The City shall be liable to the State of New Jersey, Treasury, DPMC, NJEDA, the Trustee and the Property Manager and covenants and agrees that it shall indemnify, defend and hold the State of

New Jersey, Treasury, DPMC and NJEDA and their officers, agents, servants and employees (the "State Indemnified Parties") harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges, expenses and rights of action ("Action"), including without limitation reasonable attorneys' fees and court costs, which shall or may be imposed or incurred by the State of New Jersey and NJEDA or their officers, agents, servants, and employees at any time and from time to time by reason of any and all risks, loss or damage to property or injury to or death of persons, and any and all risks of other damage to whomsoever occurring, arising out of or in any way connected with the City's entry, or the entry of its agents, servants, employees, invitees or licensees, onto the Property, provided however, that the City shall not indemnify the State Indemnified Parties for actions arising from negligence or willful misconduct of the State Indemnified Parties or the Property Manager. The City further agrees to protect against and prevent any damage or loss to the Property, including but not limited to environmental contamination, and hereby agrees to pay for or repair any damage or loss to same arising from the activities of the City, or its agents, servants, employees or invitees, on the Property. The City and/or its successors or assigns shall maintain comprehensive general public liability insurance, at the City's sole cost and expense, insuring the City, the State of New Jersey, NJEDA, the Trustee and the Property Manager (in which policy of insurance the State of New Jersey, NJEDA, the Trustee and the Property Manager shall be named as additional insureds) by reason of any claim for personal injury, death or property damage occurring in or about the Property. The amount of coverage under such policy shall be at least (i) \$1,000,000 for bodily injury or death of any one person, (ii) \$3,000,000 per occurrence with respect to bodily injury or death of more than one person, and (iii) \$1,000,000 per occurrence with respect to property damage. Said

policy shall afford the DPMC, NJEDA, the Trustee and the Property Manager at least thirty (30) days advance written notice of cancellation or non-renewal. The comprehensive general public liability policy required herein shall be at least as broad as the standard coverage form then used in the State of New Jersey which shall not be circumscribed by any endorsements limiting breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include an endorsement to eliminate the standard care, custody and control exclusion if then available. The City shall provide the DPMC, NJEDA, the Trustee and the Property Manager copies of said policy and certificates of insurance evidencing the above coverage prior to any entry onto the Property.

6. Taxes, Utilities and Impositions. DPMC and the City agree that the City=s license to use and occupancy the Property is on an absolutely "net" basis and that DPMC shall not be required to pay any taxes or provide any services or do any act in connection with the Property except as may be specifically provided herein.

7. Maintenance of Property; Improvements. The City shall commit no act of waste and shall take good care of the Property during the term of this license. The City acknowledges that DPMC, Treasury and the EDA make no representations as to the condition of the Property as of the date hereof nor of the condition of the improvements on the Property. The City hereby releases DPMC, Treasury, and the EDA from any and all claims related to or arising out of the condition of the Property and/or the condition of the improvement on the Property.

8. Quiet Enjoyment. The City may use the Property subject to the terms of this Agreement, including, but not limited to, Paragraph 10 below.

9. Termination on Default of The City. Any failure on the part of the City to pay the

monies described in Paragraphs 3, 4 and 6 above, or any part thereof, or any failure on the part of the City to comply with any of the non-monetary terms or conditions of this Agreement shall, at the election of DPMC, terminate this Agreement and all rights of the City hereunder, upon the provision to the City of thirty (30) days advance written notice of said default and opportunity to cure the default. Notwithstanding the foregoing, any use of the Property by the City in a manner that is not expressly provided for in this Agreement shall be grounds for immediate termination of this Agreement by DPMC.

10. Termination Without Default of the City. DPMC shall have the option, at any time during the Term of this Agreement, to cancel this Agreement, or reduce the scope of the City's license hereunder, by providing the City sixty days (60) written notice. Such notice shall contain documented evidence of (i) DPMC's need to utilize spaces reserved for use by the City under paragraph 4(a)(i) hereof to accommodate an increased or changed presence of state operations in the City or increased or different utilization of the state office building under the Lease, or (ii) a planned extension of hours of operation of the Property by DPMC which would make continued use of the City under paragraph 4(a)(ii) impracticable. Such evidence shall take the form of executed leases or adopted space utilization plans or other such documents evidencing a firm commitment creating a need, as determined by DPMC or Treasury, to utilize spaces reserved for use by the City under this Agreement. Documents demonstrating mere planning shall not be sufficient evidence under this section. Upon receipt of such written notice of termination, the City shall have sixty (60) days to respond with an alternative to termination utilizing different parking strategies to increase the parking efficiency within the Property. DPMC agrees to give good faith consideration to the City's

proposed alternative to termination but shall not be under any obligation to adopt or utilize any such alternative proposed by the City. On or prior to the termination date, the City will surrender use and occupancy of the Property as if the termination date were the expiration date of this Agreement and without receiving any termination fee, payment or other compensation for such termination; Subject to DPMC's right to purchase the Alterations at a price equal to their depreciated value, the City shall remove the Alterations and restore the surrounding areas to the conditions that existed before the Alterations were installed..

11. Right of Re-entry. DPMC may re-enter the Property upon termination of the aforesaid license.

12. Entire Agreement. This Agreement constitutes the entire agreement between DPMC and the City regarding use and occupancy of the Property.

13. Authority. DPMC and the City have legal authority to enter into this Agreement. The persons whose names and signatures appear below are the authorized representatives of DPMC and the City, respectively, and have legal authority to bind their respective parties to this transaction.

14. Miscellaneous.

(a) This Agreement shall be governed by and construed under the laws of the State of New Jersey.

(b) The parties waive any statutory or common law presumption which would serve to have this document construed in favor and against either party as the drafter.

(c) This Agreement shall bind not only the parties but also their heirs, executors, administrators, successors and assigns.

(d) This Agreement shall not be assigned by any party hereto.

(e) Upon any termination of this Agreement by DPMC or the City, with or without cause, neither party shall have any right to actual or liquidated damages against the other, but the City=s obligation to indemnify the State of New Jersey, Treasury, DPMC, NJEDA, the Trustee and the Property Manager as set forth in Paragraph 5 hereof shall expressly survive any such termination.

(f) This Agreement shall not alter or affect the obligations of NJEDA and DPMC contained in the January 20, 2000 Payment in Lieu of Tax Agreement between NJEDA and the City for the Asbury Park State Office Building Project.

(g) All notices required to be served or given hereunder shall be in writing and shall be deemed given when received by personal delivery, by an overnight delivery service which issues a receipt from delivery, or two business days after having been mailed by certified mail, return receipt requested, and addressed to the parties at the addresses appearing above, with copies NJEDA and DPMC=s counsel at the following addresses:

New Jersey Economic Development Authority
P.O. Box 990
Trenton, New Jersey 08625-0990
Attention: Director B Real Estate

and,

State of New Jersey
Department of Law & Public Safety
Division of Law
DPMC Section
Hughes Justice Complex, 25 Market Street
P.O. Box 106
Trenton, New Jersey 08625-0106
Attention: Section Chief

(h) This Agreement may be amended in writing from time to time for good cause shown with the consent of both parties.

(i) If any of the provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(j) This Agreement shall not be recorded.

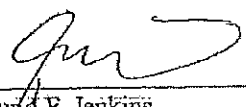
(k) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year
first above written.

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT &
CONSTRUCTION

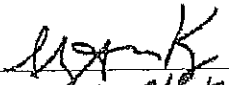

JOYCE KRISAK
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUG. 2, 2008

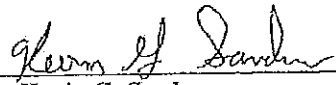
By: 

Edmund F. Jenkins
Director
Division of Property Management & Construction

ATTEST:

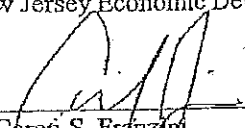
CITY OF ASBURY PARK


City Clerk

By: 

Kevin G. Sanders
Mayor

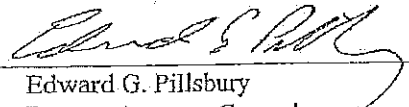
Consented to on behalf of
The New Jersey Economic Development Authority:

By: 

Caren S. Franzini
Chief Executive Officer

Approved as to legal form:

Stuart Rabner
Attorney General of New Jersey

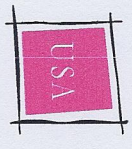
By: 

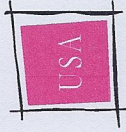
Edward G. Pillsbury
Deputy Attorney General

STATE OF NEW JERSEY
HONORABLE CHRIS CHRISTIE, GOVERNOR
HONORABLE KIM GUADAGNO, LIEUTENANT GOVERNOR



FACILITY ASSESSMENT STUDY
ASBURY PARK GARAGE
DPMC - PROJECT NO. A1185-00
FOR THE
DEPARTMENT OF TREASURY, VARIOUS LOCATIONS
FOR THE STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY MANAGEMENT
AND CONSTRUCTION

DPMC A1185-00 FACILITY ASSESSMENT STUDY FOR DEPARTMENT OF TREASURY BUILDINGS, VARIOUS LOCATIONS FOR THE STATE OF NEW JERSEY - DEPARTMENT OF TREASURY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION TRENTON, NEW JERSEY		 architects planners 20 north doughty avenue somerville, new jersey 08876 7th floor, alpha building 1 south third street camden, pennsylvania 19842 www.usaarchitects.com
Drawing Title TS - A02	Building ASBURY PARK GARAGE	
USA Project No. 2014-114	Date 05.22.15	



architects planners
20 north doughty avenue
somerville, new jersey 08876
7th floor, alpha building
1 south third street
easton, pennsylvania 18042
www.usaarchitects.com

DPMC A1185-00
FACILITY ASSESSMENT STUDY
FOR THE
DEPARTMENT OF TREASURY BUILDINGS, VARIOUS LOCATIONS
STATE OF NEW JERSEY - DEPARTMENT OF TREASURY
DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
TRENTON, NEW JERSEY

Drawing Title

LEVEL 1 PLAN

Building

ASBURY PARK
GARAGE

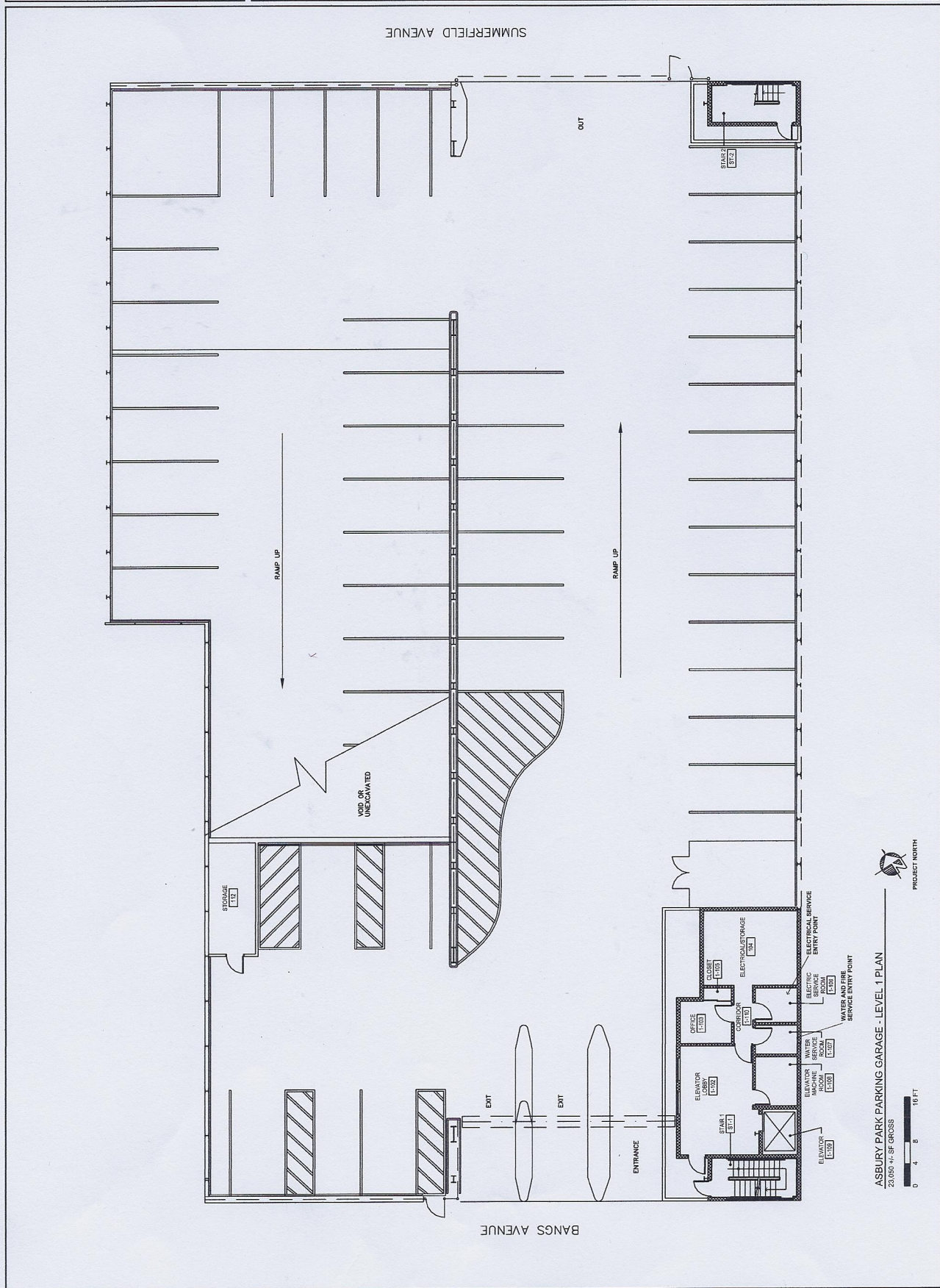
USA Project No.

2014-114

Date

05.22.15

2.L.7.b



ASBURY PARK PARKING GARAGE - LEVEL 1 PLAN

23,050 +/- SF GROSS

0 4 8 16 FT



PROJECT NORTH

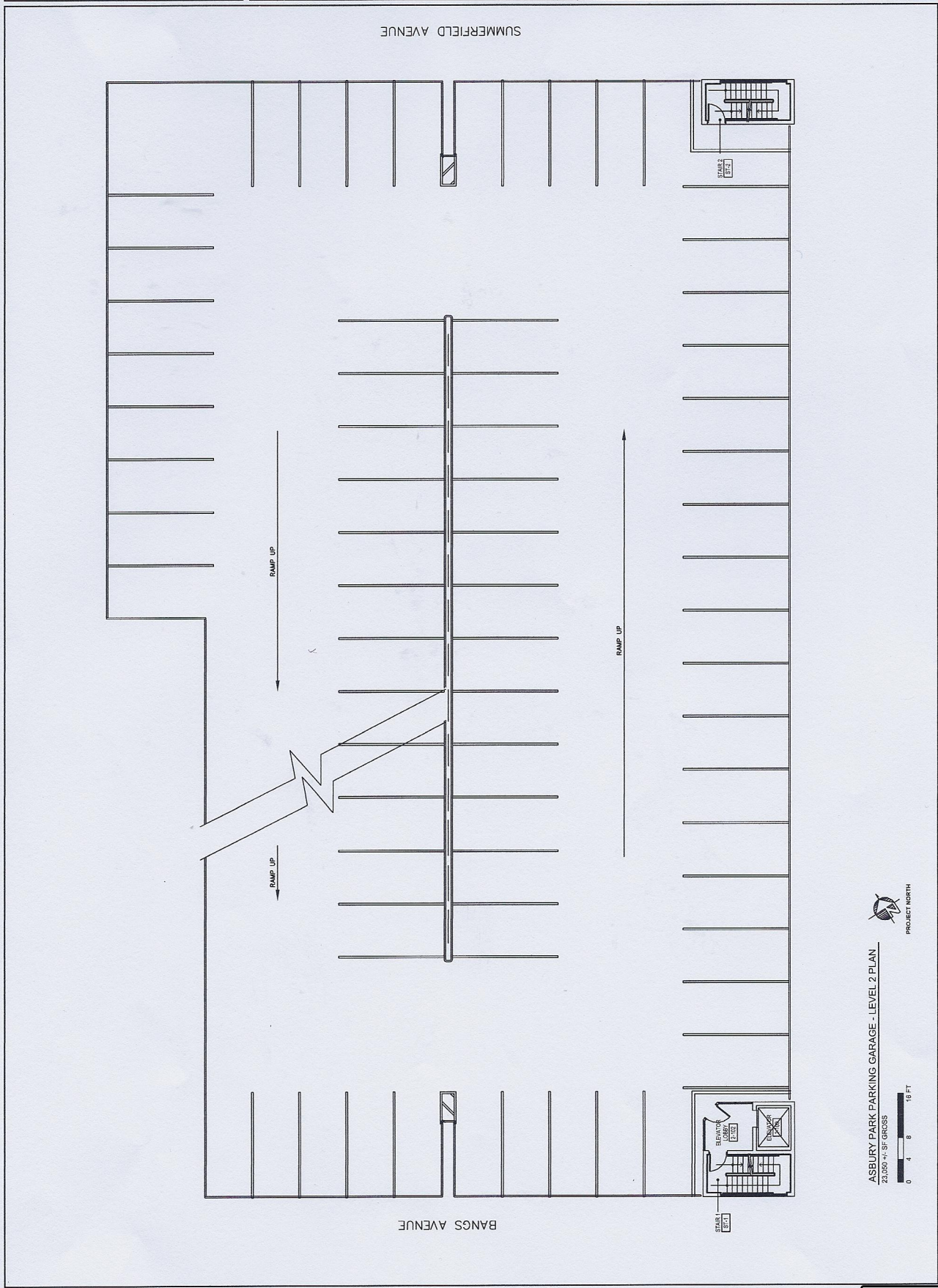


architects planners +
interior designers
 20 north dougherty avenue
 sumnerville, new jersey 08876
 7th floor, alpha building
 1 south third street
 cason, pennsylvania 18042
 www.usaarchitects.com

DPMC A1185-00
 FACILITY ASSESSMENT STUDY
 FOR THE
 DEPARTMENT OF TREASURY BUILDINGS, VARIOUS LOCATIONS
 STATE OF NEW JERSEY - DEPARTMENT OF TREASURY
 DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
 TRENTON, NEW JERSEY

Drawing Title	LEVEL 2 PLAN
Building	ASBURY PARK GARAGE
USA Project No.	2014-114
Date	05.22.15

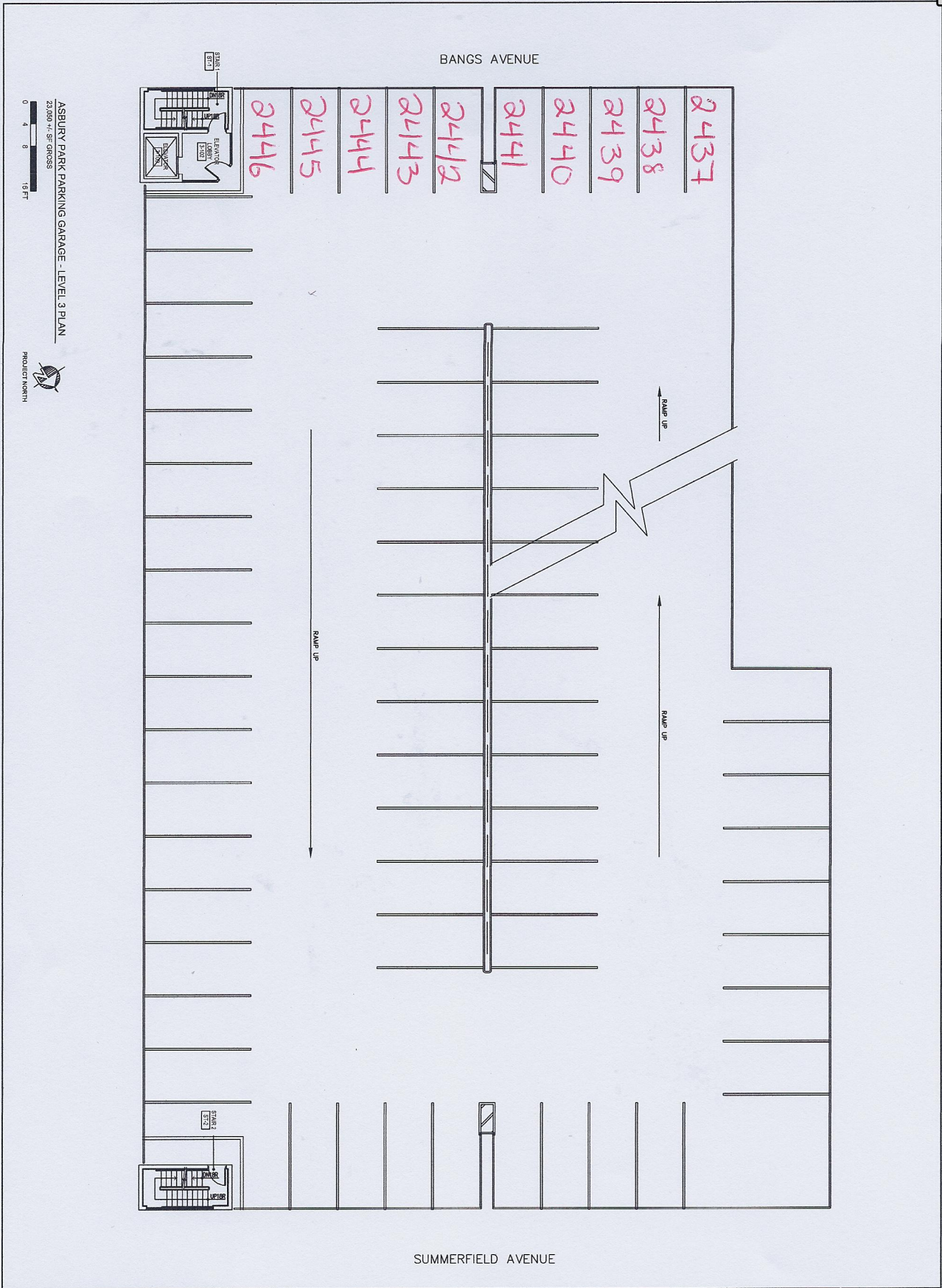
2.L.7.b



ASBURY PARK PARKING GARAGE - LEVEL 2 PLAN
 23,050 +/- SF GROSS



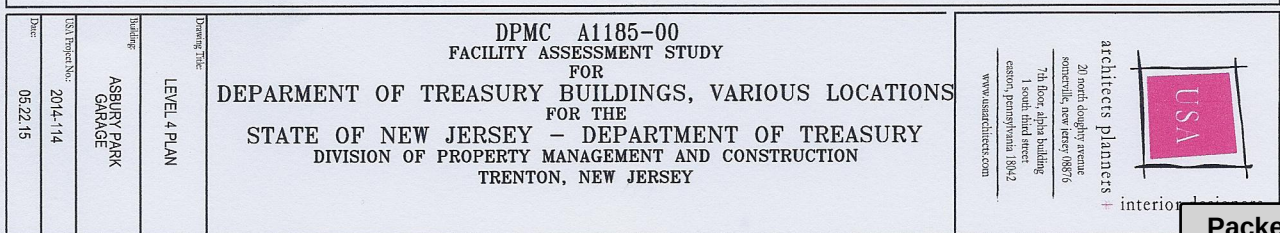
PROJECT NORTH

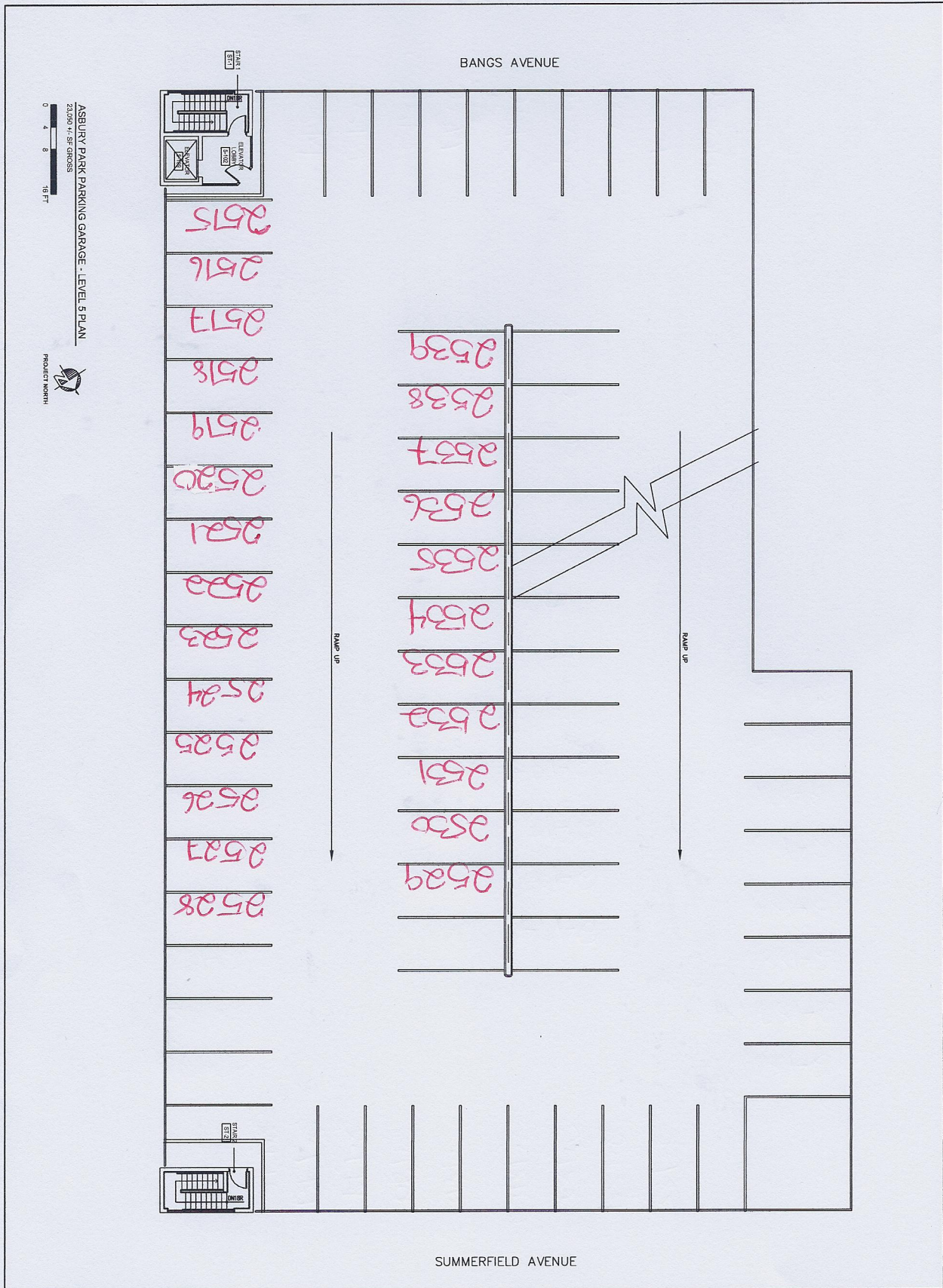


ASBURY PARK PARKING GARAGE - LEVEL 3 PLAN
23,000 +/- SF GROSS
0 4 8 16 FT



architects planners + interior 201 north douglass avenue somerville, new jersey 08876 The Bangs Avenue Building 1 south third street camden, pennsylvania 18942 www.issbarchitects.com		USA	
DPMC A1185-00 FACILITY ASSESSMENT STUDY FOR DEPARTMENT OF TREASURY BUILDINGS, VARIOUS LOCATIONS FOR THE STATE OF NEW JERSEY - DEPARTMENT OF TREASURY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION TRENTON, NEW JERSEY			
Drawing Title: LEVEL 3 PLAN			
Building: ASBURY PARK GARAGE			
ISA Project No.: 2014-114			
Date: 05.22.15			





DPMC A1185-00 FACILITY ASSESSMENT STUDY FOR DEPARTMENT OF TREASURY BUILDINGS, VARIOUS LOCATIONS FOR THE STATE OF NEW JERSEY - DEPARTMENT OF TREASURY DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION TRENTON, NEW JERSEY		architects planners + interior designers 20 north doughty avenue somerville, new jersey 08876 7th floor, alpha building 1 south third street easton, pennsylvania 18942 www.usaarchitects.com	
Drawing Title: LEVEL 5 PLAN	Building: ASBURY PARK GARAGE	USA Project No: 2014-114	Date: 05.22.15



RESOLUTION NO. 2016-473

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

AUTHORIZING T&M ASSOCIATES TO PREPARE A NJDOT GRANT APPLICATION

WHEREAS, the New Jersey Department of Transportation (NJDOT) has announced the opening of FY17 Municipal Aid grant applications; and

WHEREAS, the City of Asbury Park is interested in applying for said grant funds to repave Heck Street between Asbury Avenue to Fifth Street; and

WHEREAS, T&M Associates has submitted a not-to-exceed proposal in the amount of \$3,400.00 to complete and submit the grant application to NJDOT; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Account C-04-55-998-163-001; and

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards T&M Associates to submit a NJDOT grant application to pave Heck Street between Asbury Avenue and Fifth Avenue in an amount not-to-exceed \$3,400.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Superintendent of Public Works, 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. 2016-473 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPKOH-16002

December 6, 2016

Via email & mail

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

**Re: NJDOT Fiscal Year 2017 Municipal Aid Grant Application
Heck Street (Asbury Avenue to Fifth Avenue)
City of Asbury Park, Monmouth County, New Jersey**

Dear Mr. Capabianco:

As you are aware, the NJDOT has announced the new cycle of grant funding for Fiscal Year 2017. Per our recent communications and discussions, T&M has prepared this task order proposal for the preparation and submittal of the NJDOT Municipal Aid Grant application on behalf of the City of Asbury Park.

It is our understanding that the City of Asbury Park wishes to submit an application for Improvements to Heck Street, from Asbury Avenue to Fifth Avenue for this round of grant funding.

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

SCOPE OF SERVICES

T&M Associates will prepare and submit all necessary documents for the FY-2017 Municipal Aid Application including photographs, cost estimates, narratives, etc. All information will be submitted through the NJDOT System for Administering Grants Electronically (SAGE) website.

TOTAL LUMP SUM FEE: \$3,400.00

This proposal is specifically limited to the scope of work outlined above and includes ongoing dialogue with the funding agency as well as the City. Should any additional testimony, planning, survey, engineering design, site investigation work or grant administrative services be required above and beyond the original scope of this proposal, T&M will inform the City and obtain written authorization prior to the commencement of additional work. T&M will provide an additional services proposal, if warranted, under separate cover.

Any application fees and/or permit fees associated with the project submission are the sole responsibility of the Applicant and are not part of this scope of services.

Attachment: Capabianco_JDH_NJDOT FY2017 Muni Aid Application (2016-473 : Authorizing T&M Associates to prepare a NJDOT grant



Le: Michael Capabianco
City Manager

Re: NJDOT Fiscal Year 2017 Municipal Aid Grant Application
Heck Street (Asbury Avenue to Fifth Avenue)
City of Asbury Park, Monmouth County, New Jersey

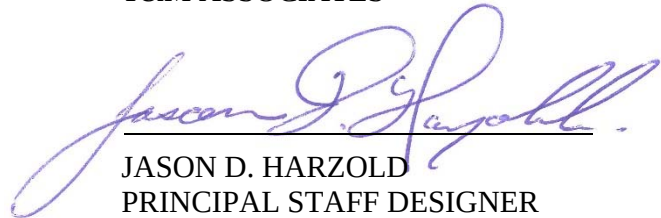
The City of Asbury Park shall be provided with two (2) copies of application plans, reports, and funding applications prepared by T&M Associates at no additional cost. Additional copies of any project reference maps, plans, reports, exhibits, calculations or computations can be provided at the City's request and will be invoiced as a direct reimbursable expense based on T&M's fee schedule.

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 grant related needs.

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

Very truly yours,

T&M ASSOCIATES



JASON D. HARZOLD
PRINCIPAL STAFF DESIGNER
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

JDH:jdH

Cc: Michele Alonso, Director of Planning and Zoning
Cindy Dye, City Clerk
JoAnn Boos, CFO
Frederick C. Raffetto, Esq., City Attorney

H:\ASPK\#Proposals\16015-2017 GRANTS CONSULTING SVCS\Draft Material\ASPK-16015_Grant Proposal_2016 TAP Proposal_REVISED.docx

FINANCE DEPARTMENT**DIVISIONS:**

ACCOUNTS AND CONTROL
PURCHASING
PAYROLL
TAX ASSESSMENT
TAX COLLECTION
INFORMATION SYSTEMS

CITY COUNCIL**JOHN B. MOOR, MAYOR****AMY QUINN, DEPUTY MAYOR**

YVONNE CLAYTON

JESSE KENDLE

EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER

JOANN BOOS, CFO

**CITY OF ASBURY PARK
CERTIFICATION OF FUNDS**

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account C-04-55-998-163-001 of the City of Asbury Park for submission for DOT grants for the 2016 Road Program in the amount of \$3,400.00 (three thousand four hundred and zero cents).

With: T&M Associates
11 Tindall Road
Middletown, NJ 07748

For: Contract Administration and Inspection Services for 2016 Road Program

In line item appropriations) as follows:
C-04-55-998-163-001

Contract period: N/A
Contract amount: \$3,400.00
Amount certified: \$3,400.00
Dated: December 14, 2016

JoAnn Boos, Chief Financial Officer

City of Asbury Park
Resolution Date 12/14/16

FINANCE DEPARTMENT

DIVISIONS:

ACCOUNTS AND CONTROL
PURCHASING
PAYROLL
TAX ASSESSMENT
TAX COLLECTION
INFORMATION SYSTEMS

CITY COUNCIL**JOHN B. MOOR, MAYOR****AMY QUINN, DEPUTY MAYOR**

YVONNE CLAYTON

JESSE KENDLE

EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER

JOANN BOOS, CFO

Attachment: Certification of Funds \$3,400 (2016-473 : Authorizing T&M Associates to prepare a NJDOT grant application)



RESOLUTION NO. 2016-474

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

A RESOLUTION AWARDING A CONTRACT FOR U.S. ENVIRONMENTAL PROTECTION AGENCY BROWNFIELDS COMMUNITY-WIDE HAZARDOUS SUBSTANCES ASSESSMENT GRANT AND COMMUNITY-WIDE PETROLEUM ASSESSMENT GRANT SERVICES

WHEREAS, the City of Asbury Park (the “City”) put out a Request for Proposals in order to appoint a contractor or contractors for environmental services for the City for on November 2, 2016 for U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant And Community-Wide Petroleum Assessment Grant Services and received proposals on December 2, 2016 through a fair and open process per N.J.S.A. 40A:11-1-et seq.; and

WHEREAS, the selected applicants shall develop a comprehensive brownfield site inventory to aid in prioritizing properties for assessment, remediation, cleanup, and ultimate redevelopment, which includes the identification and assessment of contaminated sites and prioritizing clean-up efforts per the parameters for the EPA grants.; and

WHEREAS, Brownfield Redevelopment Solutions (BRS), Incorporated located at 739 Stokes Road, Units A and B, Medford, New Jersey submitted a proposal to provide the necessary environmental services to the City; and

WHEREAS, the N.J.S.A 40A:11-4 allows for the governing body to authorize the Purchasing Agent to award contracts above \$17,500; and

WHEREAS, this contract is not expected to exceed \$400,000 total; and

WHEREAS, the Chief Financial Officer has certified that funds are available through a grant from the United States Department of Environmental Protection Agency; and

WHEREAS, this contract is intended to be awarded as a “fair and open contract” pursuant to and in accordance with the Local Unit Pay-to-Play Law N.J.S.A. 19:44A-20.4, et seq; and

WHEREAS, the anticipated term of this contract is for three (3) years, to expire three (3) years from the date of execution; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, Mayor and City Council, having considered the same, hereby wish to authorize the awarding of the contract to BRS, Incorporated.

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, as follows:

1. Subject to and contingent upon the approval of the New Jersey Department of Community Affairs (Division of Local Government Services), the firm of Brownfield Development Solutions (BRS), Inc. is hereby appointed to serve as consultant For U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant And Community-Wide Petroleum Assessment Grant Services, pursuant to the direction of the City Manager, in accordance with the terms and conditions set forth in the proposal.
2. The City Manager is hereby authorized to execute, and the City Clerk attest, a contract between the City and Brownfield Redevelopment Solutions (BRS), Inc. for the aforementioned services.
3. BRS, Incorporated shall assist the City in applying for reimbursement from EPA for the above mentioned grants.
4. This contract is not expected to exceed \$400,000 total.
5. The anticipated term of this contract is for three (3) years, to expire three (3) years from execution.
6. Said contract is awarded as an "Fair and Open" contract in accordance with N.J.S.A. 40A:11-5(1)(a)(ii) of the Local Public Contracts Law
7. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
8. A certified copy of this Resolution shall be provided to each of the following:
 - a. BRS, Incorporated
 - b. Michael Capabianco City Manager
 - c. JoAnn Boos, Chief Financial Officer
 - d. George D. Haeuber, Fiscal Monitor
 - e. Frederick C. Raffetto, Esq., Municipal Attorney

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. 2016-474 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



LETTER OF INTEREST

December 1, 2016

Mr. Michael Capabianco
City Manager
City of Asbury Park
City Hall (2nd Floor)
One Municipal Plaza
Asbury Park, New Jersey 07712

**RE: LETTER OF INTEREST - REQUEST FOR PROPOSALS
ENVIRONMENTAL SERVICES FOR EPA BROWNFIELD GRANTS CONSULTANT SERVICES
FOR CITY OF ASBURY PARK, NEW JERSEY**

Dear Mr. Capabianco:

The undersigned as Respondent, has (have) submitted the attached proposal in response to a Request for Proposals (RFP), issued by the City of Asbury Park (City), dated November 2, 2016, in connection with the City's need for professional environmental services.

Brownfield Redevelopment Solutions, Inc. HEREBY STATES

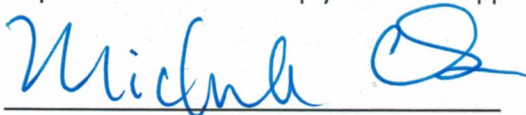
1. The Proposal and associated Qualification Statement contains accurate, factual and complete information.
2. **Brownfield Redevelopment Solutions, Inc.** agrees (agree) to participate in good faith in the procurement process as described in the RFP and to adhere to the City's procurement schedule to include our intent to enter into a contract with the City should we be selected for award as set forth in the RFP.
3. **Brownfield Redevelopment Solutions, Inc.** acknowledges (acknowledge) that all costs incurred by us in connection with the preparation and submission of the Proposal in response to the RFP, or any negotiation which results therefrom shall be borne exclusively by Brownfield Redevelopment Solutions, Inc..
4. **Brownfield Redevelopment Solutions, Inc.** hereby declares (declare) that the only persons participating in this Proposal as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal or in any contract to be entered

into with respect thereto. Additional persons may subsequently be included as participating staff, but only if acceptable to the City.

5. **Brownfield Redevelopment Solutions, Inc.** declares that this Proposal is made without connection with any other person, firm or parties who has submitted a proposal, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

6. **Brownfield Redevelopment Solutions, Inc.** acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall not have any liability to Brownfield Redevelopment Solutions, Inc. for any costs incurred with respect to the procurement activities described in this RFP.

7. **Brownfield Redevelopment Solutions, Inc.** acknowledges that any contract executed with respect to the provision of professional environmental services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.



(Signature of Chief Executive Officer)

Michele Christina, Principal
(Typed Name and Title)

Brownfield Redevelopment Solutions, Inc.
(Typed Name of Firm)

December 1, 2016
Dated

Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)





**REQUEST FOR PROPOSALS
CITY OF ASBURY PARK
ENVIRONMENTAL SERVICES FOR EPA BROWNFIELD GRANT**

DECEMBER 1, 2016

BRS, Inc.
10 Acpoan Place
Manasquan, New Jersey 08736

Primary Proposal Contact:

Leah Yasenchak
Telephone: 856-964-6456
Fax: 732-782-0404

www.brsinc.com

Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)

BRS'S BACKGROUND INFORMATION

Brownfield Redevelopment Solutions, Inc. (BRS) is pleased to provide a response to the City of Asbury Park's (City) Request for Proposals (RFP) referenced above. BRS' response, as presented below, is in compliance with the format requirements outlined in Section 10, Paragraph 3 (Submission Requirements) of the RFP.

A. BRS OVERVIEW AND BACKGROUND

BRS was formed in 2003 by its principals, Michele L. Christina and Leah B. Yasenchak. BRS is a privately owned company with no additional parent companies, subsidiaries or affiliates. BRS is 100% women-owned New Jersey S-Corporation (Corporation Number 0400-0241-46) licensed to conduct business in the States of New York, New Jersey, Delaware, and Pennsylvania. BRS is a nationally certified Women-owned Business Enterprise (WBE) as well as a New Jersey certified WBE and Small Business Enterprise.

The project will be managed out of our Manasquan, New Jersey location.

BRS provides a suite of highly specialized support services necessary for public sector clients to implement EPA funded brownfield programs. BRS's core service is managing and implementing EPA grant funded work. To date, we have managed almost \$30 million across more than 125 cooperative agreements for EPA Brownfield Assessment, Cleanup, and Revolving Loan Fund grants for our clients. We have an unprecedented track record of successfully managing EPA grants through to closure, and an in-depth familiarity with all EPA reporting requirements. In fact, EPA regularly comes to us to request workshops and training designed to assist grantees in implementing their programs.

BRS has teamed with JM Sorge to form the BRS Consultant Team. BRS is the prime contractor, serving as outsourced staff for the City for the programmatic management of the EPA Brownfield Community-Wide Hazardous Substances and Petroleum Assessment Grants, serving as the LSRP of record for all sites, performing the Phase I activities, conducting stakeholder outreach, and other support functions necessary for successfully implementing the grants. JM Sorge is an environmental consulting firm specializing in Phase II assessments and remediation of private and municipal brownfields, similar to those that exist in Asbury Park. Their expertise makes them the ideal subcontractor to perform the Phase II investigations for this project.

The BRS Consultant Team provides a unique coupling of public sector brownfields management services with environmental assessment and remediation technical experience. BRS's single mission has been to assist its public sector clientele with the establishment and management of viable, aggressive brownfield programs that serve as the cornerstone for strong, vibrant, and sustainable communities. Supporting our mission has been our ability to obtain, manage, and implement grants for our public sector clients. ***While many other firms provide Phase I and II assessment services, no other consulting firm focuses solely on EPA funded public sector brownfield support and redevelopment needs like BRS.***



739 Stokes Road, Units A & B, Medford, NJ 08055
PO Box 2293, Medford Lakes, NJ 08055
t (856) 964-6456 • f (732) 782-0404 • www.BRSinc.com

B. KEY PERSONNEL INFORMATION

Below is a brief summary of BRS Consultant Team personnel anticipated to support the services associated with this RFP. Resumes can be found in **Attachment 1**.

BRS Staff

Leah Yasenchak, PhD, ACIP /PP, CECD/EDP, a principal of the firm, is a former EPA federal agency headquarters employee. Having over 25 years of experience in environmental consulting and municipal brownfield programs, Leah has extensive knowledge of EPA programs, environmental investigation and remediation, community outreach and planning, and finding creative solutions for implementing successful municipal brownfields redevelopment projects. Leah serves as an outsourced Brownfields Coordinator in many New Jersey municipalities to include the City of Trenton and the City of Plainfield. Leah has her PhD in Environmental Planning, is a New Jersey State certified Professional Planner, and has her ACIP. As the Principal In Charge, Leah will be the primary point of contact, overseeing all consultant activities.

Beth Henriques, will be serving as the grant manager for the project. Having over 30 years' experience securing and managing grant funding for non-profit and public sector entities, Beth has a depth of knowledge with managing millions of dollars of federal, state, and local funding. Beth will be handling all programmatic elements of the project to include grant reporting, grant management, regulatory liaison, and other support functions. Beth has her undergraduate from Cornell University and her Masters from Columbia University.

Katie-Rose Imbriano, ACIP will serve as the community outreach coordinator and planner for the project. A former planner with the City of Baltimore, MD, Katie-Rose works with municipal clients on land use and community planning, with diverse groups of stakeholders on planning initiatives such as municipal master plans, redevelopment plans, housing plans and commercial revitalization plans. She holds a Masters in City and Regional Planning from Cornell University and a Bachelors in Political Science from the University of Notre Dame.

Kevin McAllister, PG and LSRP will serve as the LSRP of record and the Assessment Project Manager. Having over 25 years of environmental assessment and remediation experience, Kevin is a New Jersey LSRP with an extensive background in conducting site characterizations, having performed countless Phase I and II assessments continuously since 1988. Kevin has his undergraduate degree in Geology from Temple University.

Charles Metzger, LSRP will serve as the LSRP of record when needed, perform Phase I work, and provide assistance supporting other assessment activities. Prior to joining BRS, Charles was an EPA Region 2 Superfund contractor, investigating sites and overseeing cleanups throughout New Jersey. He has worked on a broad range of contaminated sites for private and public sector entities, performing both Phase I and II assessments and remediation. Charles has dual Bachelor degrees in Marine Science and Environmental Studies from Stockton University (formerly Richard Stockton State College of New Jersey).



JM Sorge Staff

Peter Sorge will serve as the supporting lead for conducting the Phase II investigations for the project. As Vice President of JM Sorge, Peter has extensive experience in New Jersey managing and implementing environmental assessment efforts for a wide range of clientele from industrial facilities compliance to landfill closures to Brownfield Development Areas. Peter has his undergraduate from Boston College and his Masters in Environmental Science from NJIT.

Jim Vander Vliet will assist with the implementation of the Phase II investigations for the project. Having over 18 years of experience, Jim manages a wide variety of projects to include site investigations, remedial investigations feasibility studies, and remedial design on brownfields, landfills, and commercial projects. Jim has his undergraduate degree from Drexel University and his Masters from the Massachusetts Institute of Technology.

C. STATEMENT OF DISBARRMENT / SUSPENSION

Neither BRS, nor JM Sorge, is in any way prohibited from professional practice by any federal, state, or local agency. Neither firm is disbarred, suspended, or in any way fettered so as to be unable to fully implement the scope of work associated with the RFP.

D. PROPOSAL NARRATIVE FOR SCOPE OF SERVICES

Below is a breakdown of our approach for implementing the scope of services requested in the RFP. It should be noted that the scope of work is comprised of the same tasks for the implementation of each grant.

Task 1 – Cooperative Agreement Oversight

Task Objective: The objective of Task 1 is to ensure that the two EPA cooperative agreements are implemented in accordance with the federal grant terms and conditions, and that the brownfield program overall is developed in such a way as to facilitate success. This is Asbury Park's first EPA Brownfields grant; it is an opportunity to create a strong working relationship with EPA Region 2 personnel and to establish protocols that will pave the way for additional grants and the successful redevelopment of brownfield sites.

Methodology: BRS has a tremendous amount of experience in managing USEPA Brownfield grants. As stated above, we have managed almost \$30 million across more than 125 EPA Brownfield cooperative agreements, primarily in EPA's Region 2. Thus, we have developed not only an excellent working relationship with the staff, but also a procedure for tracking all deliverables, deadlines, and expenditures. We are also very familiar with allowable costs and site eligibility requirements, and will work with Asbury Park to ensure that the funds are spent in accordance with all applicable guidelines and that all reporting requirements are strictly followed.



The crux of the Asbury Park EPA grant application is to link the eastern and western portions of the city through a strong transit-centric development vision. While the focus on the two grants is on the Springwood Avenue and the Main Street redevelopment areas, the grants are community wide. Thus, an early step in the data gathering process will be to establish a city-wide inventory that will serve as a planning tool for prioritizing environmental work and identifying potential sites for future grant funded work.

In our experience, petroleum inventories often require different approaches to uncovering former filling stations and automotive service centers than those steps taken to identify former industrial and vacant commercial sites and often result in two different inventory lists. BRS's efforts to identify the brownfield sites will use a variety of data sources to include recommendations from the Steering Committee, Sanborn Fire Insurance maps, tax assessor data, Redevelopment Plans, the City's Master Land Use Plan, NJDEP databases, and Google Earth. BRS will then perform a windshield survey to confirm the information gleaned in the data searches, and follow up with file reviews at DEP to ensure that the city has a complete record of all prior work that has been conducted on city sites.

Sites included in the inventory will be entered into a database and mapped on a GIS based map, which will also identify important features that could impact the prioritization of the sites, including the transit station, major roadways, parks and open space, and sensitive receptors such as schools, water bodies, senior housing, and medical facilities.

The sites identified on the inventory will then be prioritized for environmental activity. BRS will meet with the City, the Brownfield Steering Committee, and other stakeholders as appropriate to develop the metrics that make sense for Asbury Park. Commonly these would include: ownership status, threat to human health and the environment, development potential, potential for community impact, potential for consolidation with other parcels, zoning, potential reuses, etc. BRS will work with the City and Brownfield Steering Committee to score each site identified in the inventory, thus enabling a comprehensive prioritization of all sites.

BRS will meet with City staff as needed, and will provide updates on project implementation no less frequently than once per month.

Deliverables:

The deliverables for Task 1 include:

- Petroleum and Hazardous Substance inventories with associated databases and GIS maps
- Prioritization document
- Action item lists and minutes from meetings and conference calls
- Grant budget tracking spreadsheet
- EPA drawdown requests



- Site eligibility requests

BRS Value Added: While not included in the RFP, once a site is deemed a priority for assessment purposes, BRS will work with the EPA Region to vet site eligibility to ensure that any expenses incurred for site assessment and/ or reuse planning are fully eligible for grant reimbursement.

BRS will package invoices and expenses for EPA grant reimbursement. Such packages will first be submitted to the EPA Project Officer for review and approval. Once approved, BRS will work with the City to seek reimbursement from the federal drawdown process. As these services are NOT eligible for EPA grant reimbursement, BRS will provide these services pro bono to ensure strict adherence to federal grant requirements.

Task 2 – Community Outreach

Task Objective: The objective of Task 2 is to ensure that Asbury Park is successfully engaging its residents, business owners, developers and other stakeholders throughout the implementation of the EPA grants. This includes providing education and outreach, as needed, to effectuate site access and encourage private owners to take responsibility for environmental issues.

Methodology: It is our understanding that a Brownfield Steering Committee was established in 2006 to oversee implementation of the New Jersey designated Springwood Avenue Brownfield Development Area (BDA). While this committee hasn't met in some time, BRS will assist in reconstituting the committee, providing suggestions for additional stakeholders to be included, and serving as staff to the committee. This will include maintaining a contact list, scheduling meetings, developing agendas, distributing meeting materials and announcements, facilitating meetings, and developing meeting minutes. The frequency of the meetings is likely to vary: monthly at the beginning of the grant performance period while the program is being established, and then likely quarterly as work progresses and environmental assessments are being performed. This Steering Committee can serve the purposes and meet the requirements of both the EPA funded program as well as the BDA.

In addition to working with the Steering Committee, BRS will assist the city in reaching out to property owners of targeted priority sites, where necessary to obtain access. This will include explaining the brownfield process, the general liabilities of ownership of a contaminated site, and potential sources of funds to address the issues. If the city identifies a need for environmental outreach and education across multiple property owners, BRS will conduct a workshop to allow owners to learn about the process in a more anonymous setting than the one-on-one discussions. This workshop could also target lenders and developers, in addition to property owners.

Deliverables: The deliverable(s) for Task 2 will consist of Brownfield Steering Committee meeting agendas, draft and final meeting minutes and associated handouts. In addition, if



outreach to private landowners is required, deliverables will include a fact sheet and meeting notes. In the event that a workshop is held, deliverables will include invitations, press releases, a description for posting on websites and blogs, an agenda, a presentation, and meeting notes to include follow up activities and sign in sheets.

BRS Value Added: In addition to the performance of the community outreach tasks described in the RFP, BRS will ensure that the Steering Committee meetings satisfy the requirements for the BDA designation, and advance sites through that program simultaneously. BRS can assist with dovetailing EPA and DEP Hazardous Discharge Site Remediation Fund (HDSRF) grants to maximize the number of sites that can be addressed. In addition, BRS can assist in staging brownfield sites to ready them for EPA cleanup grants. HDSRF funds and EPA cleanup grants can serve as a match to each other, often resulting in cleanups at no cost to the municipality.

Task 3 – Phase I Assessment Activities

Task Objective: The objective of Task 3 is to collect the initial information about priority sites to determine the potential for environmental contamination.

Methodology: Based on the outcome of the inventory performed in Task 1 and the outreach performed in Task 2, BRS will work with the City and the Brownfield Steering Committee to identify a minimum of four petroleum and four hazardous substance brownfield sites for further study. BRS will submit required eligibility information to EPA, and once approved, will submit LSRP retention documentation to DEP. BRS will perform Phase I assessments at these sites, in compliance with the All Appropriate Inquiries Final Rule at 40 CFR Part 312. The ASTM “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment” (E1527-13) will be followed, to ensure compliance with the provisions of the rule.

In addition to performing Phase I efforts, a parallel Preliminary Assessment (PA) will be performed and will be overseen by a BRS New Jersey Licensed Site Remediation Professional (LSRP) in compliance with the New Jersey Technical Requirements for Site Remediation N.J.A.C 7:26E. This will allow for compliance of the State remediation requirements.

The following major components of a Phase I work will include:

- *Records Review* - Environmental records, historical use records, and prior environmental reports, if obtained during the inventory effort, will be reviewed and evaluated.
- *Site Reconnaissance* – BRS will conduct site visits to identify site conditions indicative of potential Recognized Environmental Conditions (RECs) and/ or Areas of Concern (AOC). With BRS assistance, it is assumed that the City will support the necessary arrangements to provide site access.
- *Interviews* –BRS shall make reasonable attempts to conduct interviews with past and present owners, operators, and occupants of the property, to the extent those



individuals are identified to us, or discovered by BRS during performance of the Phase I. The interviews may be conducted in person, by telephone, or in writing.

- *Report* - BRS will prepare a comprehensive Phase I Report that includes the information obtained during the investigation, any Recognized Environmental Concerns, and recommendations for additional assessment efforts.

Deliverables: The deliverable(s) for Task 3 will consist of a draft and final Phase I report and a separate PA report. The reports shall be provided to the City and other stakeholders as applicable, including the EPA Project Officer for review and comment. BRS will incorporate or address comments, and then prepare the final reports. Up to three hard copies and electronic versions will be prepared for the City. Additional copies can be distributed to other stakeholders, as requested.

Task 4 – Phase II Assessment Activities

Task Objective: The objective of Task 4 is to confirm the potential for recognized environmental conditions (RECs) and/or areas of concern (AOCs) and collect data to characterize the nature and extent of such contamination. This data will be provided in a report that is compliant with both the federal Phase II requirements as well as the state Site Investigation (SI) requirements.

Methodology: Those sites that were selected for assessment in Task 3 will move to additional investigation efforts in Task 4. The BRS Consultant Team will design the Phase II scope of work to comply with applicable state and national standards, principally the New Jersey Technical Requirements for Site Remediation. SORGE will be responsible for implementing the Phase II work, with direct oversight from the BRS LSRP.

Prior to conducting the Phase II, the One-Call system will be notified and requested to perform utility mark-outs on public rights of way. If needed, a private utility locator service will be retained to identify and mark-out onsite underground utilities. A site specific Quality Assurance Project Plan (QAPP) and Health and Safety Plan (HASP) will be developed as well.

The exact scope of work for each Phase II investigation will be developed upon completion of the Phase I investigation. It will be tailored to the site specific RECs/AOCs and may include the following activities: soil sampling, test pits, geophysical surveys, installation of temporary well points and of permanent monitoring wells, groundwater sampling, and laboratory analysis. Specific cost estimates for these activities will be developed and agreed upon prior to initiation of the Phase II work.

Upon completion of the Phase II, the BRS Consultant Team will review the results and draft report with the City and the EPA. Upon finalization of the report, BRS will present the information to the Brownfield Steering Committee, and facilitate a decision on whether remediation of the property is desired and feasible.



Deliverables: The deliverable(s) for Task 4 anticipated to be developed:

- A draft and final site specific QAPP, in accordance with EPA guidance. The QAPP will be formatted in accordance with the most current template provided by EPA.
- A draft and final site-specific sampling plan/work plan.
- A site-specific HASP, prepared in accordance OSHA regulations (29 CFR 1910.120).
- A draft and final Phase II / SI Report.

BRS Value Added: While not specified in the RFP, EPA requires that the analytical data collected be subjected to a data validation process. The BRS Consultant Team will perform this process to ascertain the reliability of the data used to make additional decisions for site development.

Should the particular conditions of a site warrant an extensive investigation that is beyond the parameters of the EPA funding, BRS will provide assistance to the City to pursue supplemental funding from the State Hazardous Discharge Site Remediation Fund. This will allow the City to fully assess those sites with extensive contamination.

BRS will continue to serve as the LSRP on the projects, with partner firm JM Sorge performing the actual investigation. This provides an important advantage to the city. When firms serve as both the LSRP and the company conducting the investigation, there is a strong incentive to take an overly conservative approach to the investigation. This provides more work for the field technicians and more protection to the LSRP who relies on the data for their decisions. However, when these disciplines are conducted via different firms, the LSRP has an incentive to only require sampling that meets the requirements and ensures a level of understanding necessary to protect human health and the environment. This has the potential to reduce the time and cost of environmental investigations, thus allowing more sites to be addressed.

Task 5 – Cleanup & Reuse Planning

Task Objective: The objective of Task 5 is to tee up at least two petroleum sites and two hazardous substance sites for remediation and, ultimately, redevelopment. This step will allow for the development of a cleanup plan which can be parlayed into a grant application and a bid solicitation, as well as serve as a marketing tool to attract a developer.

Methodology: BRS has significant experience in working with municipalities to identify appropriate end uses for brownfield sites, and to marry the proposed cleanup with the proposed end use. This is critical, as the end use determines the extent of the cleanup necessary, and can have significant implications for both the costs of cleanup as well as the eligibility for cleanup funding.

BRS will work with the city and the Steering Committee to select the priority sites to move to the cleanup and reuse phase. For each selected site, BRS will review all past planning studies that include the site, and summarize the findings. Important features such as surrounding site uses,



transportation access, current environmental conditions, current condition of any existing buildings or features, market demand, etc. will be reviewed and summarized, with potential end uses described.

BRS will meet with city representatives and Steering Committee members to discuss proposed reuses. If desired, BRS will facilitate a public meeting to discuss the proposed reuses. Once a targeted end use has been agreed upon, BRS will develop a remediation strategy and associated cost estimates that address the identified environmental conditions, consistent with the selected reuse.

Deliverables: The deliverable(s) for Task 5 will consist of draft and final reuse plans for up to four sites; draft and final remediation strategies and cost estimates for up to four sites.

BRS Value Added: BRS will develop the remediation strategies in the format required by EPA for an Alternative Brownfield Cleanup Analysis (ABCA). This will provide these sites a head start for a future EPA cleanup grant application. In addition, BRS will conduct funding research to identify possible funding sources that would be needed to advance the redevelopment of the site. This research will be tailored to the particular needs identified for the sites' reuse, infrastructure needs, remediation, etc.

Task 6 – Reporting Requirements

Task Objective: The objective of Task 6 is to comply with all cooperative agreement reporting requirements to include meeting EPA milestone reporting timeframes.

Methodology: BRS will be responsible for completing EPA reporting requirements. BRS will use template documents already approved by EPA Region 2 staff and in use for other BRS clientele for Quarterly Reports and the Final Closeout Report. For the Federal Financial Reports, MBE – WBE reports and Quality Assurance Project Plans (QAPP), BRS will use standard federal forms/templates. For the Health and Safety Plans (HASP), the BRS Consultant Team will prepare these documents with existing templates which meet OSHA standards.

With a frequency of at least once a quarter, BRS staff will enter information into EPA's ACRES system, on behalf of the City, for each site that is being assessed with the grant funds.

BRS will complete drafts for the reporting documents for City review and comment prior to finalization and submission to EPA. For the Federal Financial Reporting forms, BRS can work with City finance staff to ensure accurate information is reported regarding City expenditures for the cooperative agreements. All other reporting documents will be developed with BRS information in hand.

Deliverables: The deliverable(s) for Task 6 will consist of:

- Quarterly reports



- MBE-WBE reports
- Federal Financial Reports
- Population of EPA ACRES site tracking database

BRS Value Added: In addition to providing the deliverables required for compliance under the EPA grant program, BRS will also prepare the bi-annual report required for compliance with the Springwood Avenue BDA.

SCHEDULE:

Given the typical performance period for an EPA assessment grant is three years, BRS proposes the following schedule for the project.

TASK	QR1 2016	QR2 2017	QR3 2017	QR4 2017	QR5 2017	QR6 2018	QR7 2018	QR8 2018	QR9 2018	QR10 2019	QR11 2019	QR12 2019
TASK 1:												
Site Inventory												
Site Prioritization												
Site eligibility determination												
TASK 2:												
Steering Committee												
Property owner outreach												
TASK 3:												
Phase I												
TASK 4:												
Phase II												
TASK 5:												
Cleanup and Reuse Planning												
TASK 6:												
EPA Reporting												
EPA Grant Drawdowns												
EPA Grant Closeout												

E. LISTING OF SUCCESSFUL GRANT APPLICATIONS AND BDA DESIGNATIONS

BRS is an expert in putting together winning grant applications for a variety of local government's funding needs including brownfields, public works, parks and recreation / open space, planning, economic development, environmental initiatives, green infrastructure, public safety, transportation, housing, and arts and cultural initiatives. Capitalizing on the most competitive aspects of an applicant's project, BRS has made an art form of tailoring applications to meet the goals of the funders, while always keeping an eye on the ability of the future grantee to implement the project once funded. Our successes lie not only with writing winning grant proposals, but also with ensuring that they are able to be implemented.



Our success rate for federal and state grant applications prepared and received is approximately 80%, while our grant success rate for just the EPA Brownfields grants is 84%. BRS has obtained over \$115 million in federal, state, local, and foundation funding for our clients to include funding from the US Economic Development Administration; US Environmental Protection Agency; the US Department of Transportation; the US Department of Housing and Urban Development; state grants and numerous others.

The following provides a sampling of BRS's grant successes for EPA and DEP grants as well as for BDA designations that BRS prepared and/or is involved with management:

USEPA Grants:

Client	Amount	Notes
City of Asbury Park, NJ	\$ 400,000	2016 Assessment Grants
City of New York, NY	\$3,350,000	Multiple rounds of Assessment and RLF Grants
Camden Redevelopment Agency, NJ	\$4,949,999	Multiple rounds of Assessment, Cleanup, and RLF Grants
Jersey City Redevelopment Agency, NJ	\$4,878,090	Multiple rounds of Assessment, Cleanup, and RLF Grants
City of Newark, NJ	\$5,750,000	Multiple rounds of Assessment, Cleanup, and RLF Grants
City of Richmond, VA	\$ 400,000	2014 Assessment Grants
City of Trenton, NJ	\$6,100,000	Multiple rounds of Assessment, Cleanup, and RLF Grants
Town of Fort Edward, NY	\$ 800,000	Multiple rounds of Assessment and Cleanup Grants
Mercer County Improvement Authority, NJ	\$ 400,000	2015 Cleanup Grants
Union County, NJ	\$ 600,000	2015 Coalition Assessment Grant
City of Plainfield, NJ	\$ 1,000,000	Multiple rounds of Assessment and Cleanup Grants

NJDEP HDSRF Grants:

Client	Amount	Notes
City of Trenton	\$8,863,262	Sites funded include BDA sites such as Crescent Wire, Fisher, Pukala, Freightyards, Storcella, Scarpati, and Magic Marker
Camden Redevelopment Agency	\$12,095,500	Sites funded include Harrison Avenue Landfill, Camden Laboratories, and ABC Barrel
Jersey City Redevelopment Agency	\$8,206,771	Sites funded include those in the Grand Jersey BDA, Berry Lane Park, and Ash Street
City of Plainfield	\$1,125,034	Sites funded include assessment and remediation of BDA sites; Arlington Avenue, Lee Place



NJDEP BDA Designations:

Client	BDA	Notes
City of Trenton	Assunpink Greenway BDA	BRS prepared BDA Application, manages BDA and manages projects
City of Trenton	Magic Marker BDA	BRS worked with DEP to set up pilot BDA here; manages BDA
Camden Redevelopment Agency	Waterfront South BDA	BRS prepared BDA Application. BDA has been closed out.
Camden Redevelopment Agency	North Camden BDA	BRS assists with implementation and management of BDA.
Camden Redevelopment Agency	Cramer Hill BDA	Assists with implementation and management of BDA.
Jersey City Redevelopment Agency	Grand Jersey BDA	Assists with implementation and management of BDA.
City of Newark	Lister Avenue BDA	BRS worked with the City and State to develop an amendment request and save this BDA designation
City of Plainfield	Central Business District BDA	BRS manages the implementation of the BDA
Harrison	South Waterfront BDA	JM Sorge manages this BDA
Elizabeth	E-port BDA	JM Sorge manages this BDA

F. SUMMARY OF RELEVANT EXPERIENCE

BRS provides a suite of highly specialized support services necessary for public sector clients to implement EPA funded brownfield programs. We manage more EPA Brownfield Cooperative Agreements than any other consultant in New Jersey: almost \$30 million across more than 125 cooperative agreements. We have an in-depth familiarity with all EPA reporting requirements - in fact, EPA regularly comes to us to request workshops and training to assist grantees in implementing their programs. This grant and project management expertise extends to the DEP HDSRF and BDA programs as well. BRS has written and managed millions of dollars in HDSRF funded projects, and has written and/or managed ten of the state designated BDAs.

Some of EPA Grant Management /Inventory experience is listed below:

EPA Grant Program Management

Client: New York City, New York

Funding Agency: EPA

BRS Accomplishments: The City of New York struggled to implement existing EPA grant funding. As a result, subsequent efforts to obtain additional EPA grant funding were unsuccessful. Since **BRS's** involvement, we have been able to assist the City with the full implementation and close out of four EPA Brownfield Assessment Grants and one EPA Brownfield Cleanup Grant. In addition, **BRS** prepared the EPA grant applications garnering New York City over \$2 million in additional assessment and cleanup funding.



BRS Services: Services **BRS** has and continues to provide for the City of New York include:

-Grant Writing	-Grant Management	-Grant Reports Preparation and Submission
-Funding Strategy Development	-Financial Tracking	-Budget Management
-Drawdown Preparation	-Funding Agency Liaison	-Site Eligibility Determination
-Revolving Loan Fund Manager	-Community Relations Plan Preparation	-Community Outreach Support
-Grant Closeout	-Analysis of Brownfield Cleanup Alternatives Document Preparation	-Decision Memo Preparation

EPA Grant Program Management

Client: City of Trenton, New Jersey

Funding Agency: EPA and NJDEP

BRS Accomplishments: **BRS** has served as outsourced project managers and brownfield program manager support for the City of Trenton since our inception in 2003. Serving as outsourced staff, **BRS** has assisted with the implementation and management of over \$6.3 million in EPA Brownfields funding on behalf of Trenton. **BRS** has prepared a variety of successful funding applications for the City of Trenton to include funding from the EPA, US Economic Development Administration, New Jersey Economic Development Agency, and NJDEP, to include HDSRF grants as well as non-point source watershed grants and Green Acres grants. All total, **BRS** has secured over \$32 million in funding to advance the City of Trenton's brownfields program. **BRS** managed the brownfield elements of projects that have been nationally recognized as Phoenix Award winners. In fact, Trenton has been awarded six Phoenix Awards, more than any other community in the country.

BRS Services: Services **BRS** has and continues to provide for the City of Trenton include:

-Grant Writing	-Grant Management	-Grant Reports Preparation and Submission
-Funding Strategy Development	-Financial Tracking	-Budget Management
-Drawdown Preparation	-Funding Agency Liaison	-Site Eligibility Determination
-Economic Development Activities	-Community Relations Plan Preparation	-Stakeholder Identification
-Community Outreach Facilitation	-Analysis of Brownfield Cleanup Alternatives Document Preparation	-Decision Memo Preparation
-Grant Closeout	-RFP Preparation	-Contractor Management
-Brownfield Site Inventory	-NJDEP Brownfield Development Area Management	-Staff to Program Advisory Committee: Better Environmental Solutions for Trenton (BEST)



EPA Grant Program Management**Client:** City of Camden Redevelopment Agency, Camden, New Jersey**Funding Agency:** EPA and NJDEP

BRS Accomplishments: **BRS** has served as outsourced project managers and brownfield program manager support since 2003 for the EPA / HDSRF grants awarded to Camden. Prior to **BRS**'s involvement, Camden struggled to implement existing EPA grant funding, unable to get a workplan amendment approved. Since **BRS**'s involvement, we were able to get EPA approval on a modified workplan which paved the way for full grant implementation. **BRS** has been able to assist the Camden Redevelopment Agency (CRA) with the full implementation and close out of four EPA Brownfield Assessment Grants and three EPA Brownfield Cleanup Grants. In addition, **BRS** prepared the EPA and HDSRF grant applications garnering the CRA over \$12 million in additional brownfields assessment and cleanup funding.

BRS Services: Services **BRS** has and continues to provide for the CRA include:

-Grant Writing	-Grant Management	-Grant Reports Preparation and Submission
-Funding Strategy Development	-Financial Tracking	-Budget Management
-Drawdown Preparation	-Funding Agency Liaison	-Site Eligibility Determination
-Economic Development Activities	-Community Relations Plan Preparation	-Stakeholder Identification
-Community Outreach Facilitation	-Analysis of Brownfield Cleanup Alternatives Document Preparation	-Decision Memo Preparation
-Grant Closeout	-RFP Preparation	-Contractor Management
-Brownfield Site Inventory	-NJDEP Brownfield Development Area Management Support	-Revolving Loan Fund Management

EPA Grant Program Management**Client:** Jersey City Redevelopment Agency, City of Jersey City, New Jersey**Funding Agency:** EPA and NJDEP

BRS Accomplishments: **BRS** has served as outsourced project managers and brownfield program manager support since 2007 for the EPA / HDSRF grants awarded to the Jersey City Redevelopment Agency (JCRA). Prior to **BRS**'s involvement, Jersey City struggled to implement existing EPA grant funding on an older grant award. **BRS** has been able to assist the JCRA with the full implementation and close out of six EPA Brownfield Assessment Grants and seven EPA Brownfield Cleanup Grants. In addition, **BRS** prepared the EPA and HDSRF grant applications which garnered the JCRA over \$22 million in additional funding for planning, assessment, and cleanup activities.

BRS Services: Services **BRS** has and continues to provide for the JCRA include:



-Grant Writing	-Grant Management	-Grant Reports Preparation and Submission
-Funding Strategy Development	-Financial Tracking	-Budget Management
-Drawdown Preparation	-Funding Agency Liaison	-Site Eligibility Determination
-Economic Develop Activities	-Community Relations Plan Preparation	-Stakeholder Identification
-Community Outreach Facilitation	-Analysis of Brownfield Cleanup Alternatives Document Preparation	-Decision Memo Preparation
-Grant Closeout	-RFP Preparation	-Contractor Management
-Brownfield Site Inventory	-NJDEP Brownfield Development Area Management Support	-Revolving Loan Fund Management

EPA Grant Program Management**Client:** Hudson County, City of Jersey City, New Jersey**Funding Agency:** EPA

BRS Accomplishments: BRS has assisted Hudson County, via a contract with the Hudson County Economic Development Corporation, in managing the Hudson County's EPA Brownfields Cleanup Revolving Loan Fund (RLF) grant. Prior to BRS's involvement, the grant program struggled with getting a vital workplan amendment approved by EPA. BRS had been able to assist with the full implementation and close out of the EPA grant; the first EPA RLF grant to be successfully closed out in all of EPA Region 2.

BRS Services: Services BRS had performed on behalf of Hudson County included:

-Grant Workplan Amendment	-Grant Management	-Grant Reports Preparation and Submission
-Funding Strategy Development	-Financial Tracking	-Budget Management
-Drawdown Preparation	-Funding Agency Liaison	-Site Eligibility Determination
-Borrower and Sub-grantee Eligibility Determination	-Community Relations Plan Preparation	-Analysis of Brownfield Cleanup Alternatives Document Preparation
-Decision Memo Preparation	-Davis Bacon Compliance	-Grant Closeout

The BRS team also brings great technical depth to Asbury Park. Our LSRP licensed staff has managed hundreds of sites through the New Jersey Site Remediation Program. The separation of functions between BRS as the LSRP of record and JM Sorge as the Phase II implementation consultant provides accountability and rigor to the investigative process and ensures that sites will be investigated efficiently. BRS staff have performed assessment activities at hundreds of sites. Kevin McAllister of BRS has been performing Phase I and Phase II work since 1988.



Likewise, JM Sorge is an experienced environmental consulting firm. With over 2,500 projects in their portfolio, Sorge has served both private and public sector entities with their NJDEP and EPA compliant assessment activities, remediation, and redevelopment support.

Some examples of specific projects depicting the BRS Consultant Team's expanse of experience with EPA grant management, site inventory, community outreach, EPA / NJDEP compliant assessment activities, reuse planning, and general brownfield support services for New Jersey local governments are presented below.

USEPA TECHNICAL ASSISTANCE FOR BROWNFIELD PROGRAM

Funded by the US Environmental Protection Agency, the Technical Assistance to Brownfield Communities Program (TAB) is a technical assistance program intended to serve as an independent resource to communities and nonprofits attempting to cleanup and reclaim brownfields. TAB provides access to technical subject experts for brownfields to include devising strategies for redeveloping contaminated property, establishing funding mechanisms, consensus building, community outreach, evaluating environmental assessment data and proposed remediation alternatives and redevelopment. BRS has been a TAB subcontractor to the State's New Jersey Institute of Technology, the TAB service provider since 2004, performing brownfield environmental advisory services for communities throughout USEPA Regions 1, 2, 3, and 4.



Scope of BRS Services Performed:

- Assisting with the establishment of voluntary cleanup programs in Puerto Rico and the Virgin Islands
- Reviewing and evaluating environmental assessment data generated by responsible parties and providing advice to the impacted communities
- Facilitated Interagency Working Group (IAWG) meetings whereby local municipalities "pitched" their priority projects to targeted State and Federal agencies. The objective of the IAWG meetings was to provide direct access to available resources and assistance, including financial, administrative, and/or technical guidance. The IAWG serves as a model for interagency cooperation and direct delivery of Federal and State assistance to local governments.
- Meeting facilitation to include meeting planning; preparing meeting materials, such as the provision of agendas, presentations, and visual aids; and meeting record keeping
- Development of remediation strategies commensurate with community planning initiatives and site specific reuse considerations
- Evaluation of funding mechanisms for assessment, remediation and redevelopment



- Conducting community outreach in a cooperative fashion and educating owners regarding issues
- Obtaining and coordinating aid offered by the various local, state and federal entities involved in the project including Mercer County, New Jersey Department of Environmental Protection (DEP), the US Army Corps of Engineers, the US Environmental Protection Agency (USEPA), and the US Economic Development Administration (USEDA)
- Securing more than \$13 million toward investigation, remediation and redevelopment project grants from state and federal funding sources
- Fulfilling the variety of funding reporting and draw down requirements from the myriad of funders investing in the project
- Coordinating and management of the BDA Steering Committee comprised of funders, government regulators, community groups and other stakeholders
- Preparing contractor bid specifications and/or professional services requests for proposals for identification and selection of contractors to implement work
- Coordinating and overseeing asbestos removal, demolition, and environmental assessment and remediation on multiple sites
- Working with engineers and landscape architects to plan for building and site reuse

THE ENTERPRISE AVENUE PROJECT

The Enterprise Avenue Industrial Park was comprised of a series of privately held, abandoned, industrial properties, transformed for redevelopment as a new, state-of-the-art industrial park with complimentary public open space along the Assunpink Creek in Trenton, NJ. The properties lingered, unmarketable to new users for decades due to lack of funding, complex ownership and property liability issues.



Scope of BRS Services Performed:

- Secured and managed federal, state and local funding for the project, including a portion of a \$6 million in funding from the US Economic Development Administration;
- Negotiated property donations and property sales to the City of Trenton;
- Managed liability issues associated with a third party responsible for site environmental contamination. This involved establishing separate legal and financial agreements between the City, the NJDEP, the former property owner, and the former owner of the liability;
- Provided expert testimony for establishing the redevelopment area;
- Selected and obtained a suitable landscape architect and engineering firm to design the project for the City ;
- Provided managerial oversight for the demolition contractor, architects and engineers;

- Managed negotiations with Conrail and adjacent landowners to facilitate the abandonment and relocation of the remaining railroad spur, enabling industrial park expansion;
- Closing out grant awards upon completion of the associated work effort;
- Conducted community outreach services; and
- Assisted in attracting competent site developers.

CATHEDRAL SOUP KITCHEN PROJECT

The Camden, NJ site once hosted a family owned and operated hardware and supply store for almost 100 years. Having been abandoned by a subsequent property owner, the site was targeted for redevelopment as the permanent location for a local, non-profit soup kitchen and



job training center. Transforming this neighborhood eyesore into a community asset has provided for many positive impacts: approximately 8,000 hot and nutritious meals are served here each month; the facilities house a culinary arts job training program; the current owner provides the municipality with \$20,000 /year of payment in lieu of taxes where previously

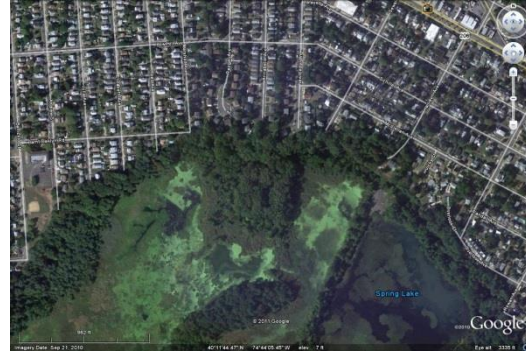
no tax revenue was generated at the abandoned property; and over \$4 million in private investment was leveraged.

Scope of BRS Services Performed:

- Secured over \$35,000 in state grant funds for pre-development activities;
- Served as a liaison between the redevelopment agency, the state regulatory agency and the developer;
- Provided oversight of the Camden Redevelopment Agency contractors performing the pre-development work;
- Facilitated the use of \$100,000 in HUD CDBG funding for geotechnical studies;
- Procured and facilitated the use of state funding for \$1.2 million for remediation, demolition and construction documents
- Closed out the state grant; and
- Prepared grant drawdown.

REDNOR RAINEAR SITE

The Rednor Rainear site is a 54-acre former landfill adjacent to the John A Roebling Memorial Park in an extensive area (approximately 2,800 acres) known as the Trenton-Hamilton Marsh and located within the Abbott Farm National Historic Landmark. Mercer County had decided to acquire the site from private landowners to add to the park in the early 1990's but the process had become bogged down over complicated and protracted negotiations with the state environmental agency.

**Scope of BRS Services Performed:**

- Negotiated a remedial plan with multiple state agencies that satisfied all regulations and environmental concerns and provided the County an affordable path forward, meeting both landfill and site remediation requirements
- Wrote and submitted the remedial plans and permit applications for the redevelopment of the site and hired and managed contractors and environmental consultants to complete the environmental remediation.
- Successfully reduced the remedial action from a \$10 million 20 year plan that would have destroyed the existing wooded wetlands, to a 1 year remedial action costing under \$100,000 that preserved the natural beauty of the area
- Enabled an acquisition that had been stalled for two decades as a result of conflicting environmental policies

FORMER ORINOKA MILLS TEXTILE FACTORY

On behalf of the redeveloper, BRS personnel served as the Project Manager/Technical Lead for the Phase 1 assessment of this long-abandoned former textile mills complex in Philadelphia, PA. Plans for redevelopment of the property included mixed commercial/residential uses. Services provided included:

- Performed a full Phase 1 in accordance with the ASTM standard Practice and the USEPA All Appropriate Inquiry requirements;
- Identification of various Recognized Environmental Conditions; and
- Development of plan for further (Phase 2) investigation.

51ST STREET TERMINAL SITE CHARACTERIZATION

BRS personnel served as Professional Geologist/ Technical Lead for the remediation of 51st Street Terminal, a former bulk petroleum terminal, for future residential redevelopment. Petroleum contaminated groundwater drove the cleanup considerations. Services provided included:

- Management of the demolition of the former AST/UST tank farm facility;
- Responsible for communications with state regulators;
- Performed soil and groundwater investigation;



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December 1, 2016

Environmental Services for EPA Brownfield Grant
Page 21

- Performed groundwater fate and transport modeling;
- Prepared the Remedial Action Plan;
- Designed and implemented remedial actions; and
- Prepared Remedial Action Report.

TOWNSHIP OF NORTH BRUNSWICK

JM Sorge was retained by the Township of North Brunswick to address outstanding environmental issues at several Department of Public Works (DPW) yards and bring the cases into compliance with the NJDEP LSRP regulations. Projects included:

- DPW yard located at Quarry Lane: NJDEP had issued a Notice of Deficiency (NOD) letter and several compliance alerts for the site. JM Sorge worked with the Township to bring the case back into NJDEP compliance. JM Sorge conducted the Phase II sampling required to address the issues raised in the NJDEP NOD. The sampling resulted in sufficient data to close the case. In October 2013, an RIR and RAR and issued a RAO to close the case.
- Former Church Lane Pumping Station: A UST had been removed from the Site, but closure documents were never submitted and the proper reporting and documentation had not been generated. JM Sorge conducted confirmatory Phase II sampling and submitted the Site Investigation (SI) and RAR in October 2013, and then issuing the RAO for the Site.
- 800 Adams Lane Site: Several tanks had been removed from the Site in the 1990s, but proper documentation and reporting had never been completed to close the case. JM Sorge conducted investigations at the Site to confirm the remediation had been conducted properly. As a result of these efforts, JM Sorge issued the RAO for the Site in June 2014.



TOWNSHIP OF HARRISON / HARRISON REDEVELOPMENT AGENCY (HRA)

JM Sorge was retained by the Town of Harrison and the HRA to complete the remedial investigation of the former Hyatt Roller Bearing facility located on Frank E. Rodgers Blvd in Harrison, part of the Harrison Waterfront BDA. The site includes a series of 10 multi-story buildings dating from the early 1900s.

JM Sorge activities included:

- Conducting the initial Site Investigation/Phase II.
- Preparing and submitting the Remedial Investigation Workplan (RIW) to further investigate the PCB contamination at the Site.
- Preparing several HDSRF applications including detailed Work Scopes and Cost Estimates to secure over \$5,000,000 of grant money for the site.



Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)

- Coordinating the various regulatory compliance requirements for both EPA and NJDEP.
- Preparing the Remedial Action Work plan (RAW) for the site.
- Assisting with managing the BDA.

TOWNSHIP OF TEANECK

JM Sorge was retained by the Township of Teaneck (Teaneck) to provide environmental consulting for the investigation and remediation of historic fill at the 39-acre multi-use recreational area Milton Votey Park (Votey Park). The park includes baseball and soccer fields, as well as paved walking trails, basketball and handball courts, the municipal pool, and cushioned playground areas.

JM Sorge activities included:

- Conducting the initial Site Investigation/Phase II.
- Preparing and implementing the Remedial Investigation Workplan (RIW).
- Addressing the contamination with a combination of soil excavation and disposal with institutional controls.
- Issuing and RAO for the site in May 2015.

G. CHECKLIST SUBMISSION FORM

A completed Form 1 can be found in **Attachment 2**.

H. PROPOSAL / RATE SCHEDULE / REFERENCES

A completed Form 2 containing the cost proposal for the BRS Consultant Team effort for this project can be found in **Attachment 3**.

A completed Form 3 for both BRS and JM Sorge can be found in **Attachment 4**.

I. STOCKHOLDER STATEMENT OF OWNERSHIP

A completed Form 4 for both BRS and JM Sorge can be found in **Attachment 5**.

J. STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

A completed Form 5 for both BRS and JM Sorge can be found in **Attachment 6**. In addition, a statement on letterhead regarding ethics violations for BRS is included in **Attachment 14**.

K. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

A completed Form 6 for BRS can be found in **Attachment 7**.

L. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

A completed Form 7 for BRS can be found in **Attachment 8**.

M. REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS

A completed Form 8 for BRS can be found in **Attachment 9**.



N. AMERICAN WITH DISABILITIES ACT COMPLIANCE STATEMENT

A completed Form 9 for BRS can be found in **Attachment 10**.

O. NON-COLLUSION AFFIDAVIT

A completed Form 10 for BRS can be found in **Attachment 11**.

P. CERTIFICATE OF EMPLOYEE INFORMATION REPORT

A completed Form 4 for BRS can be found in **Attachment 9**.

Q. IRS FORM W-9

A completed W-9 for BRS can be found in **Attachment 12**.

R. OTHER INFORMATION

A State of New Jersey Business Registration Certificate for both BRS and JM Sorge can be found in **Attachment 15**.

A Certificate of Insurance can be found in **Attachment 13**.





ATTACHMENTS



ATTACHMENT 1

Key Personnel Resumes

Leah B. Yasenchak, PhD, PP/AICP

Principal

Dr. Yasenchak oversees publicly led redevelopment projects on through project inception to completion of regulatory approvals. As co-owner of BRS, Leah is the principal in charge of the firm's planning, economic development, outreach and grant writing services. A primary role of BRS is as outsourced staff for municipalities as they seek to implement economic development initiatives on contaminated properties. Leah is a leader in economic development, with over 16 years of experience in assisting local governments with revitalization efforts, and helping other communities plan for and implement brownfield redevelopment strategies.

Planner, various clients (2003 to present)

Dr. Yasenchak is an AICP and New Jersey State PP Certified planner. She has authored multiple land use plans, including a comprehensive environmental review of the City of Camden to develop an industrial site inventory which can be used to target industrial and commercial development in the city. This project included a through planning study which analyzed the impact of current zoning, area redevelopment plans, and the proposed zoning ordinance on the overall availability of industrial land. This project won the Northeast Economic Development Area's 2008 Project of the Year award for its potential to reshape the way Camden attracts and retains industry. Dr. Yasenchak also developed the Comprehensive Economic Development Strategy (CEDS), a requirement of the US Economic Development Administration, for the City of Trenton through an extensive community input process. This work incorporated the requirements of the Consolidated Plan, a US Department of Housing and Urban Development requirement, so that the two plans reflected the same goals and objectives. She is currently working with the City of Newark to develop a plan for positioning the city to take advantage of sustainable jobs in the environmental fields, including planning for workforce development and positioning property to attract environmentally sustainable economic development opportunities. Dr. Yasenchak has also authored Trenton's Municipal Stormwater Management Plan and Stormwater Pollution Prevention Plan, as well as the Open Space and Recreation Plans for the towns of Manasquan and Point Pleasant, New Jersey.

Years of Experience

22

Education

B.A. – Environmental Policy, The American University, 1990

M.A. - Public Administration of Environmental Policy, The American University, 1992

M.S. – Environmental Sciences and Policy, The Johns Hopkins University, 2002

PhD – Environmental Planning, Rutgers University, May 2013

Certifications

AICP (American Institute of Certified Planners)

PP (New Jersey Licensed Professional Planner)

CECd (Certified Economic Developer, IEDC)

EDP (Economic Development Professional, NEDA)

Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)



Redevelopment Project Manager, various clients (2003 to present)

Dr. Yasenchak manages numerous brownfield redevelopment projects associated with FEMA related repeat flooding losses, including a project to convert multiple flood-prone, brownfield sites into the Assunpink Greenway. She obtained FEMA, EDA and EPA grant funds and technical assistance to investigate and acquire the property, has secured over \$15 million toward remediation and redevelopment of the 99 acre proposed park, and has overseen the acquisition, investigation, remediation, demolition, and redevelopment of the parcels. As part of this work assignment, Dr. Yasenchak facilitates the project steering committee consisting of over two dozen representatives from various local, State and Federal regulatory agencies, business owners and residents. Another example is the \$8 million project funded by US EDA to address repeat flooding losses for industrial / heavy commercial properties by developing the Enterprise Avenue Industrial Park in Trenton, New Jersey. For this project, she obtained over \$5 million in federal grant funds to develop several abandoned brownfield sites into an industrial park, resolved difficult acquisition issues, and resolved complex liability issues. She then managed the process to conduct the demolition, streetscape improvements, environmental work, and park development from procurement, to construction oversight, to grant reimbursement.

Outsourced Coordinator for Community Revitalization, Cities of Trenton, Plainfield, and Newark, NJ (2003 to present)

Dr. Yasenchak serves as the overall Community Revitalization Coordinator for the Cities of Trenton, Plainfield, and Newark, including assisting in setting priorities, obtaining grant funds, writing requests for proposals for engineering and other contractor work, overseeing the work, and serving as liaison with the local, state and federal funders to bring the projects to completion. In this role she works extensively with developers to redevelop properties.

Community outreach / Public Involvement, various clients (2003 to present)

Dr. Yasenchak has significant experience in facilitating discussions around land use plans and redevelopment projects, including working with advisory boards, establishing and running task force groups, and leading public meetings. This includes managing the Better Environmental Solutions for Trenton (BEST) Advisory Committee, in Trenton, New Jersey. Dr. Yasenchak manages a similar ongoing stakeholder process in Plainfield, NJ. She also provided assistance in the quarterly roundtable meetings for all NY EPA Brownfield pilots and conducted brownfield redevelopment design charrettes via a contract with the New Jersey Institute of Technology's EPA TAB grant.



Beth Henriques

Grants Manager

As a consultant, Ms. Henriques has advanced high visibility, complex public-private projects for government, nonprofit, and private owners throughout the country by developing project funding strategies, conducting resource development and compliance monitoring of regulatory requirements. Her experience includes writing federal, state, local government and private foundation grants and proposals, sourcing funding opportunities, shepherding grants through to closure and serving as a liaison between the client, regulatory agencies and other redevelopment stakeholders.

Grant Manager, Department of Housing and Economic Development, City of Trenton, NJ (2016)

Ms. Henriques manages the implementation of federal and state funding in support of community revitalization projects. Activities include: preparing grant funding work plans; maintaining the grant budgets; ensuring matching funds provided from various project partners are documented; fulfilling grant financial and programmatic reporting requirements; fulfilling grant close out requirements; providing community outreach support via both print and online publications; serving as a liaison to funders. Additionally, she offers expertise working with local and state historic preservation offices on preservation funding and project approvals.

Grant Manager, The Jersey City Redevelopment Agency, Jersey City, NJ (2016)

Ms. Henriques supports Jersey City's community revitalization projects through the grants management of federal and state funding. She prepares JCRA grant funding work plans and maintains the grant budgets while ensuring matching funds provided from various project partners are documented. She conducts reporting to fulfill grant financial and programmatic requirements and grant close out requirements. Additionally, she provides community outreach support via both print and online publications; serving as a liaison to funders.

OTHER RELEVANT WORK EXPERIENCE

Grants and Project Development Consulting For 15 years with Landair, Inc. Ms. Henriques supported clients such as the Bronx Overall Economic Development Corporation, County of Westchester, County of Salt Lake, Utah and the National Capital Planning Commission, Washington D.C. She wrote grants and funding proposals for municipal clients including the City of Yonkers/St. Johns Church, Weeksville Heritage Center, Brooklyn and the Audubon Partnership for Economic Development, to name a few. For the Intrepid Museum Foundation, Ms. Henriques obtained over \$3 million in federal, state and local funding as part of a multi-phased master plan and

Years Experience:

Over 30 years

Education:

B.F.A. Cornell University,
M.S.- Historic Preservation, Columbia University

Associations:

Advisory Committee,
National Trust for Historic Preservation-
Chesterwood, Stockbridge, MA

Member, Madison, New Jersey Community Beekeepers

Member, Madison, New Jersey Community Garden



environmental remediation to upgrade the USS Intrepid, a National Historic Landmark. Additionally she has prepared public funding policies and procedures for federal (HUD funded) and state programs such the World Trade Center Memorial Design Competition Guidelines and for EDC's Disaster Recovery mitigation loan program.

Capital Campaign Management and Grant Writing Ms. Henriques worked with two community-focused non-profit organizations and was responsible for management and resource development functions. For the Hudson River Museum, Yonkers, NY, as Capital Campaign Manager she led the fundraising and achieved the campaign fundraising goal for the comprehensive restoration and programming of the 1876 Glenview residence, which involved grant writing and coordinating sixteen major funding sources: public and private grants, individual contributions, plus NY State tax credit program benefits. She also managed the project and budgeting. At the Queens Museum, Corona, NY, she was responsible for building organizational capacity, securing public grants and managing publicly funded capital development projects.

Capital Project Funding and Compliance Manager As City of New York, Department of Cultural Affairs, Deputy Director for Facilities, Ms. Henriques was responsible for disbursement of capital and CDBG funding to citywide development projects comprising over four million square feet of real estate and 1100 acres of special-use land for an \$80 million capital bond funding program. Ms. Henriques provided expertise in evaluating fundable projects, compliance and progress monitoring, OMB negotiations, plus portfolio budgeting and government agency reporting.



Katie-Rose Imbriano, AICP, PP Planner

Ms. Imbriano is a Planner who has worked with municipal and private clients on a variety of planning initiatives including municipal master plans, redevelopment plans, housing plans, and commercial revitalization plans. Katie-Rose has been involved with all phases of the planning process, from visioning and community outreach to adoption and implementation. Katie-Rose specializes in long-range planning, ordinance development, research, mapping, development review, board representation, stakeholder outreach, and grant management.

Years of Experience

8

Education

M.R.P - City and Regional Planning, Cornell University, 2010

B.A. - Political Science, University of Notre Dame, 2007

Certifications

AICP (American Institute of Certified Planners)

PP (New Jersey Licensed Professional Planner)

Planner, BRS, Inc., Medford Lakes, NJ (2015-Present)

Ms. Imbriano works with municipal clients on long-range planning activities and applications for state and federal planning grants. Current projects include the Little Egg Harbor Township and Borough of Tuckerton Sustainable Coastal Communities plan, City of Rochester Application for HUD Promise Zone designation, City of Newark Lister Avenue Brownfield Development Area (BDA) and the City of Trenton Application for EPA Brownfield clean-up grant.

Planning Consultant, J. Caldwell & Associates, Newton, NJ (2015)

Ms. Imbriano worked with private and municipal clients in northwest to New Jersey to develop comprehensive master plans, redevelopment area plans and affordable housing plans. She also performed development review for site plans, subdivisions and variance requests and provided board representation for both municipalities and private clients. In this position, Ms. Imbriano also assisted clients in grant preparation and management for state grant funding.

Planner, City of Baltimore, Baltimore, MD (2010-2015)

Ms. Imbriano served as a community planner for the northern district of Baltimore City. In this capacity, she facilitated a diverse group of stakeholders to develop numerous neighborhood and commercial corridor revitalization plans. In addition, Ms. Imbriano served on the project team overseeing the first re-write of the City's Zoning Code in 45 years, Transform Baltimore, and managed the City's I.N.S.P.I.R.E. Plan for neighborhood investment around rehabilitated school facilities. She also worked closely with the City's colleges, universities and private schools on their anchor-based community development initiatives.



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Planning Researcher, Cornell University, Ithaca, NY (2009-2010)

Ms. Imbriano worked on a research team at Cornell University that collaborated with the American Planning Association (APA) to develop a series of briefing papers on "Planning for Family-Friendly Communities." Her research focused specifically on how planners can support and promote parks, open space and recreational opportunities to meet the public health, social interaction, and childhood development needs of families.

Ms. Imbriano presented her research findings at the American Planning Association conference in 2009 and 2010.

Publications include the following:

- Imbriano, Kathleen R. 2010. "Parks, Open Space and Recreation: Expanding Lifestyle Amenities for Families." Issue Brief. Ithaca, NY: Cornell University.
- Hoover, Kathleen R. 2009. "Expanding Lifestyle Amenities for Families: Parks and Recreation." Issue brief, Linking Economic Development and Child Care Project. Ithaca, NY: Cornell University.

Workforce Development Intern, Workforce New York, Ithaca, NY (2009)

Ms. Imbriano assisted the Tompkins County Office of Workforce New York with program management and grant reporting for a green-collar youth employment program that sought to connect hard-to-place young adults with jobs in the alternative energy, waste management and agricultural sectors. In this capacity, she coordinated media coverage of the youth employment program, supervised program participants on job site visits and assisted the Director with data analysis and reporting requirements.



Kevin McAllister, P.G. Professional Geologist, BRS

Mr. McAllister oversees environmental investigation and remediation at environmentally compromised properties and property portfolios on behalf of BRS' clients. Mr. McAllister provides technical and project management consulting from project inception through cleanup and completion of regulatory reporting and site "closure". Services provided on brownfield redevelopment projects include: identification and administration of funding sources, technical assistance and contractor oversight for environmental investigations and cleanups; community involvement and public outreach; and service as a liaison between the client, the engineering consultants and remediation contractors, various regulatory agencies, and other redevelopment stakeholders. Mr. McAllister's career experience includes Phase 1 ESAs at commercial properties nationwide; complex site characterization at CERCLA sites; and design, implementation and operations of soil and groundwater remediation systems at a wide variety of private industry sites.

Brownfield Project Manager, Plainfield, NJ

(September 2008 to present)

Mr. McAllister provides technical and grant management consulting, along with BRS colleagues, to the City of Plainfield's Brownfield Program. His services include providing technical review of consultant deliverables, including Phase 1 environmental site assessment reports (ESAs), Phase 2 ESAs, Remedial Action Work Plans, etc., and providing comment and strategic direction. Mr. McAllister works with municipal officials to establish priorities, establishing the scope of work for selected sites, development of the request for cost estimates, recommendations for contract awards, oversight of the work, and approval of invoices.

Reference: April M. Stefel, Senior Planner & Brownfields Coordinator, Plainfield Planning Division, 515 Watchung Avenue, Plainfield, NJ 07060, april.stefel@plainfieldnj.gov, (908) 753-3421.

Technical Reviewer, New York City Brownfield Incentive Grant (BIG) Program (2011 to present)

Mr. McAllister provides technical review and direction for BRS' project team serving the New York City Brownfield Incentive Grant program. Mr. McAllister is responsible for reviewing all technical documents (Phase 1 ESAs, Phase 2 ESAs, RI Reports, Remedial Action Reports, and Work Plans) for completeness and regulatory compliance to justify expenditures of grant funds.

Years Experience:

With Firm:

7

Total Years:

26

Education

M.S. Coursework –
Applied Geosciences,
University of
Pennsylvania

B.A. – Geology, Temple
University

Areas of Specialization

New Jersey Site
Remediation
Regulatory
Framework

Environmental Site
Assessment –
technical and
regulatory standards

Groundwater
Contamination Fate
and Transport

Petroleum
Hydrocarbon and
LNAPL Remediation

Site Redevelopment
Strategies

Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)



Reference: Daniel Walsh, PhD, NYC Mayor's Office of Environmental Remediation, 100 Gold Street, 2nd, New York, NY DWalsh@cityhall.nyc.gov (212) 676-0386

Brownfield Project Manager, Trenton, NJ
(September 2009 to present)

Mr. McAllister works with the City of Trenton Brownfields Director and BRS colleagues in developing remediation and redevelopment strategies for a portfolio of former industrial sites along the Assunpink Creek, all which will be remediated for public recreation use as part of the Assunpink Greenway project, a planned 99-acre linear park. Mr. McAllister's work included identification of funding needs and sources; facilitating the procurement process for engineering consultants and remediation contractors; strategizing with those vendors in planning focused, efficient project approaches and scopes to achieve completion of environmental remediation. Mr. McAllister provides technical consulting regarding remediation regulations under the New Jersey Site Remediation and Reuse Act; land use regulations, including flood hazard and stream impact conditions; and the various requirements of the State and Federal funding agencies.

Reference: JR Capasso, City of Trenton, City Hall, 319 East State Street, Trenton, NJ 08608 jcapasso@trentonnj.org (609) 989-3501

Litigation Support and Expert Witness, Newark, NJ
(2013 to 2014)

Mr. McAllister served as a technical and regulatory resource to the Urban League of Essex, in their case, on behalf of community residents, against a public utility's plan to develop an electrical switching station in a largely residential neighborhood. Mr. McAllister reviewed the historical environmental reporting for the site, and prepared and delivered public testimony to the Newark Board of Adjustment regarding the remedial actions required by the NJ Site Remediation regulations. The project teams efforts resulted in a redesign of the proposed facility, and a community benefits agreement from the utility.

Reference: Vivian Cox Fraser, Urban League of Essex County 508 Central Ave., Newark, NJ 0710, vfraser@ulec.org, (973) 624-9535.



Brownfield Project Manager, Jersey City, NJ

(September 2009 to present)

Mr. McAllister serves as a technical resource to BRS's project team providing brownfields redevelopment assistance to the Jersey City Redevelopment Agency. is responsible for managing the Brownfield Program for the City of Plainfield, including participating at quarterly stakeholder meetings, working with municipal officials to establish priorities, establishing the scope of work for selected sites, development of the request for cost estimates, recommendations for contract awards, oversight of the work, and approval of invoices.

Reference: Benjamin Delisle, Jersey City Redevelopment Agency, Director of Development, 66 York Street, 2nd Floor, Jersey City, NJ 07302, DelisleB@jcnj.org (201)761-0822.

Brownfield Project Manager, Mercer County Improvement Authority, NJ

(August 2014 to present)

Mr. McAllister provides technical and grant management consulting, as part of BRS project team providing services to the Mercer County Improvement Authority. Mr. McAllister serves as BRS' project manager on the remediation and redevelopment of a former wire manufacturing facility in Trenton. Mr. McAllister is working with the MCIA's engineering consultant to develop and implement strategies for remediation of petroleum LNAPL and other contaminants in site soil and groundwater, while considering and incorporating the special needs of the site based on its listing on the National and State Historical Registers.

Reference: Allan C. Collins, Deputy Executive Director, Mercer County Improvement Authority, 80 Hamilton Avenue, 2nd Floor, Trenton, NJ 08611, acollins@mercercounty.org, (609) 278-8100.



Charles V. Metzger, LSRP

Environmental Project Manager, BRS

As a BRS Environmental Project Manager, Charles Metzger manages all environmental aspects of redevelopment projects and environmental investigation and remediation work. A NJDEP Licensed Site Remediation Professional (LSRP) and Health and Safety professional, Charles has 16 years of experience helping USEPA, responsible parties and insurance carriers solve environmental problems.

Environmental Project Manager

Mr. Metzger has experience in managing a broad range of projects for insurance carrier and commercial clients. He has investigated and remediated sites contaminated with petroleum hydrocarbons, asbestos, polychlorinated biphenyls and chlorinated solvents. He has developed and managed remediation strategies to address soil and groundwater contamination, including excavation, chemical oxidation, soil vapor extraction, carbon filtration and air sparging. In support of this work, Mr. Metzger is proficient in using Geographic Information Systems (GIS) software to visualize and analyze environmental data.

Mr. Metzger is also experienced in conducting forensic evaluations in order to properly allocate charges between funding sources. He has provided deposition testimony and technical support in subrogation actions on behalf of clients. His responsibilities include reviewing reports, developing cost estimates for investigation and remediation, and directing and overseeing remediation contractors and auditing vendor invoices. At the federal level, Mr. Metzger has experience in ensuring compliance with RCRA, CERCLA, and DOT regulations.

Corporate Health and Safety Officer

Mr. Metzger also has experience in serving as a Health and Safety Officer. These responsibilities include oversight of site-specific Health and Safety Plan preparation and implementation; development and implementation of respiratory protection, medical monitoring and hazard communication programs; and conducting training and medical monitoring.

Property Pollution Investigation and Remediation, NJ and PA

Over 100 separate sites. Designed and conducted subsurface soil, groundwater and vapor sampling/remediation. Prepared scope of work, managed budget, coordinated site access, directed subcontractors, conducted field sampling activities, interpreted data and prepared reports and closure strategies. Relevant field work includes soil borings,

Years of Experience:

Total Years: 15

Education:

MS – Applied Geosciences, University of Pennsylvania (ongoing)

BS – Marine Science,
BS – Environmental Studies, Richard Stockton College of New Jersey (2000)

Affiliations:

Licensed Site Remediation Professionals Association

Certifications:

NJDEP Licensed Site Remediation Professional (License No. 668158)

NJDEP Subsurface Evaluation & UST Closure Certifications (Certification No. 265842)



monitoring well installations, UST removals, groundwater monitoring, chemical injections and remediation system installation and operations and maintenance. Management activities included client coordination, causation analysis, loss allocation, cost estimating, and regulatory agency negotiation.

Petroleum Discharge to Groundwater, Kennett Square, PA

Mr. Metzger oversaw emergency response activities following the direct discharge of fuel oil to a drinking water well. He investigated the extent of surface soil impacts and directed the subsequent remediation. He directed the installation of monitoring wells, borehole geophysics and testing. He subsequently designed and implemented a groundwater pump and treat system. Along with a Professional Geologist, he submitted an Act 2 Final Cleanup Report, which resulted in a PA DEP Release of Liability.

Litigation Support & Expert Reporting, Mount Laurel, NJ

Soil and groundwater impacts from underground storage tank releases on three adjoining properties commingled and formed a single plume. Following remedial actions, a subrogation suit was filed against a major insurance carrier and Mr. Metzger was retained by its defense counsel. Mr. Metzger reviewed remediation documents, numerous forensic reports and project invoices. Following an expert report and deposition testimony, the parties reached settlement with a significantly reduced contribution from Mr. Metzger's client.

Emergency Response, Buffalo, NY

Mr. Metzger led a response team for a reported chlorine release at a warehouse complex. Chlorine cylinders, liquid bromine, dimethyl sulfate, and hydrofluoric acid, along with over 50 unknown drums and over 500 small containers were cataloged. Thereafter, his team performed chemical field screening, bulking, and sampling during the subsequent EPA Removal Action. He maintained an electronic database of all on-site containers. Electronic data management ensured fast and accurate querying during the project; after completion it provided a detailed disposal record.



Peter Sorge, CHMM, LSRP

Senior Manager and Vice President

Distinguishing Qualifications

Mr. Sorge is a Senior Manager and Vice President at JM Sorge, Inc. Mr. Sorge consults on assessment, investigation, remediation, and compliance issues to private and public entities throughout the Mid-Atlantic Region. He has successfully completed a wide range of projects including environmental assessments, site investigations, remedial investigations, vapor intrusion studies, environmental impact statements, landfill closure, compliance, ISRA compliance, air permitting and compliance, and remedial action activities at industrial, commercial, and residential sites. This success is due to Mr. Sorge's combination of scientific knowledge, technical expertise, and knowledge of regulatory and approval mechanics.

Mr. Sorge provides technical support and/or direction to the investigation and remediation of contaminated brownfield sites throughout the tri-state area. His approach includes integrating the site assessment and remediation with the redevelopment of the site to reduce costs and expedite closure.

Mr. Sorge's experience includes the management of soil boring programs and groundwater investigations in shallow and bedrock aquifers in accordance with NJDEP, USEPA, and NYSDEC regulations and guidelines. Activities include extensive sampling of soil, sediment, and groundwater, well installations, and direct push soil boring sampling.

Mr. Sorge has worked closely with counsel and clients to evaluate a range of public funding sources that can support the assessment, investigation, and remediation of brownfield and redevelopment projects. Following evaluation, Mr. Sorge has assisted in making successful applications and following up by implementing the work, to receive over 6 million dollars of grant funding for remediation projects.

Education

- MS – Environmental Science, New Jersey Institute of Technology (NJIT), Newark, New Jersey
- BS – Finance/Philosophy, Boston College, Chestnut Hill, Massachusetts

Certifications

- Licensed Site Remediation Professional
- Certified Hazardous Materials Manager (CHMM)
- NJDEP Environmental Air Compliance Auditor – Small Business Assistance
- Licensed by the NJDEP in Underground Storage Tank Closure and Subsurface Evaluation
- 40 Hour OSHA, HAZWOPER Training

Associations

- NJDEP Site Remediation Advisory Group, Member
- Licensed Site Remediation Professional Association, Member
- National Association of Industrial and Office Properties (NAIOP), Member
- Peapack Gladstone Environmental Commission, Member
- Peapack Gladstone Shade Tree Commission, Member
- Peapack Gladstone Green Team, Member

As a certified UST closure and subsurface investigator, Mr. Sorge directed and managed the closure and remediation of numerous UST sites including gas stations, industrial, commercial, and residential properties.

Mr. Sorge is an environmental professional as defined by the ASTM E1527-05 standard and has overseen the environmental assessment of industrial and commercial properties throughout the tri-state area. The assessments are conducted in accordance with the ASTM E1527-05 Standard Phase I Environmental Assessment Standard and/or the NJDEP Preliminary Assessment Standard N.J.A.C. 7:26E-3.1. Mr. Sorge has worked with several non-profit agencies and conducted environmental assessments of large tracts of land in preparation for conservation and preservation as open space.

Selected Brownfield Experience

The Hampshire Companies – Jersey City, New Jersey

Mr. Sorge was retained by the current site owner, The Hampshire Companies, to oversee the investigation and remediation of a former chromate chemical production facility located in Jersey City. The 16 acre site operated as a chromate chemical production facility between approximately 1924 and 1963. The former Morris Canal runs through the center of the site. The canal was decommissioned in the 1920s and filled with chromate waste. An MGP facility was operated in the northeastern portion of the site from 1886 to the mid-1930s. The site is heavily contaminated with hexavalent chromium and coal tar waste. Mr. Sorge is monitoring the cleanup on behalf of the site owner. The cleanup is being conducted by two responsible parties, PPG is responsible for the chromium contamination and PSE&G is responsible for the contamination resulting from the MGP operations. Mr. Sorge is responsible for ensuring that the cleanup is completed efficiently in accordance with the NJDEP Technical Requirements for Site Remediation and ensuring that the cleanup is completed in a manner that will allow the site can be reused for residential redevelopment following completion of the remediation.

Michael's Energy Factory – Paterson, New Jersey

A former moth ball factory in Paterson was renovated and converted to a child care center. Minimal soil and groundwater contamination is present on the site. However, p-dichlorobenzene, a component of moth balls, was present above state screening levels in the indoor air. An onsite investigation confirmed that the facility's building materials are the source of the contamination. Upon discovery, the New Jersey Department of Health required all children be removed from the facility. Mr. Sorge used carbon filtration units to remove the contamination from the indoor air. The remediation proved effective and concentrations decreased dramatically. Based on subsequent indoor air sampling results, a license to operate the childcare facility was obtained from the New Jersey Department of Health and children were allowed to return to the space. In addition, Mr. Sorge completed the investigation of soil and groundwater at the facility. Contaminated historic fill was identified. Mr. Sorge proved the historic fill was already effectively capped by the existing site improvements and the NJDEP issued a No Further Action Letter for the facility.

USA Industries, Inc. – Carlstadt, NJ

Mr. Sorge led the completion of an Industrial Site Recovery Act (ISRA) triggered Preliminary Assessment (PA) Site Investigation (SI), Remedial Investigation (RI) and Remedial Action (RA) of the former USA Industries, Inc. Site. USA Industries, Inc. operated an industrial establishment at the facility that manufactured metal radiator enclosures and parts used in above ground swimming pools. The North American Industrial Classification System (NAICS) code for the operations was 332322. The operations ceased on October 15, 2012.

Mr. Sorge completed a Preliminary Assessment of the facility that identified 13 areas of concern on the Site. Mr. Sorge conducted both a site investigation and a remedial investigation of the facility to determine if the operations had resulted in a release of contaminants to the Property and to determine the extent of contamination. Historic fill was encountered. The selected remedy for the site consisted of an institutional control (deed notice and an engineering control (cap) to eliminate exposure to the historic fill material. A Remedial Investigation (RI), Remedial Action Workplan (RAWP) and Remedial Action Report (RAR) and associated forms were submitted in March of 2013. The Report included a Remedial Action Permit Application for Soils. The NJDEP issued a Remedial Action Permit for Soils on June 14, 2013. Mr. Sorge worked in coordination with the assigned LSRP to issue a Response Action Outcome for the case on July 17, 2013.

Rotary Pen Corporation – Kenilworth, New Jersey

The Rotary Pen Corporation has manufactured pens since 1924 on three separate properties in Kenilworth, New Jersey. Mr. Sorge worked closely with counsel and principal parties during the transfer of this family business to the next generation. The transfer included divestiture of three separate properties that had been used in the manufacturing operations that dated back to 1924. Mr. Sorge guided the parcels of land through the New Jersey Voluntary Cleanup Program and ISRA process. JMS completed preliminary assessments and site investigation at each of the properties. The investigation confirmed that the properties were impacted by an up-gradient source of chlorinated solvent contamination. Based on the investigation results, the NJDEP issued a No Further Action letter for each property.

Harrison Redevelopment Agency – Harrison, New Jersey

Mr. Sorge is the project manager for a 15 million dollar remediation of a former roller bearing production facility located in Harrison, New Jersey. The complex includes 10 structures. The masonry materials that the buildings are constructed of, and soils to depths of greater than 30 feet, are heavily contaminated with PCBs. The site is under the jurisdiction of the NJDEP and USEPA because the PCB contamination and remediation is regulated under the Toxic Substances Control Act (TSCA). Site activities have included the preparation of a Self-Implementing Cleanup Plan that was approved by EPA officials and preparation of a Remedial Action Workplan (RAWP) that was approved by the NJDEP. The cleanup plan for the site includes removal and off-site disposal of heavily contaminated material and the reuse of contaminated building materials with lower concentrations as backfill for excavations on the site. Following excavation, removal and backfilling the site will be capped with an engineering control approved by the NJDEP and EPA. Following capping the site will be redeveloped with over 700 residential units.

Natirar Park – Peapack, New Jersey

Mr. Sorge was retained by Somerset County to evaluate and close out the open issues associated with former underground storage tanks at Natirar Park in Peapack, New Jersey. The Park was a 491 acre estate that was sold to Somerset County and converted into a park in 2003. The estate had many structures including barns, cottages and the main residence. Underground storage tanks were associated with all of the structures. The tanks were all removed prior to the sale; however, several open spill cases associated with the tank removals were never closed out. Mr. Sorge conducted a review of the available documentation. Following a review of the documentation Mr. Sorge developed a plan to investigate the open concerns. Soil and groundwater investigation was conducted in the open areas of concern. The investigation confirmed that no contamination remained in excess of the strictest NJDEP soil and groundwater remediation standards. In coordination with the LSRP assigned to the site, Mr. Sorge submitted appropriate documentation of the investigation and a Response Action Outcome was issued closing out the open issues on the site.

TPL Ellinwood-Boonton, New Jersey

Mr. Sorge was retained by the Trust for Public Land (TPL) to conduct a Phase I Environmental Site Assessment and Preliminary Assessment for a parcel of land (Ellinwood Property) located in Boonton Township prior to conservation of the Property. The property consisted of approximately 64 acres of undeveloped woodlands and a vacant residential dwelling. Historically, the property has been used for agricultural production. A Site Investigation was conducted to determine if contamination was present as a result of an above ground storage tank that stored oil for heating the residence or as a result of the historic agricultural operations. No impacts were identified as a result of the above ground storage tank. However, exceedances of the default Impact to Groundwater initial screening levels for lead and dieldrin were detected in several samples. Soil modeling was used to confirm that the concentrations would not reach groundwater within 100 years.

Montgomery Township – Montgomery Township, New Jersey

JMS conducted oversight of a \$2 million dollar remediation project at The North Princeton Developmental Center (NPDC), a 256-acre site in the heart of Montgomery Township. The site contained over 100 buildings, including a hospital, housing facilities, maintenance areas, a cemetery, a power plant, and a wastewater treatment facility. The project was complicated by numerous environmental issues found at the site, including former leaking underground storage tanks, dilapidated asbestos covered steam pipes, an ash landfill, and contaminated soil and groundwater. Mr. Sorge worked with the Township to identify potential funding sources for the project. Mr. Sorge prepared a Hazardous Discharge Site Remediation Funding (HDSRF) application that resulted in a grant of over one million dollars being awarded to fund the assessment, investigation and remediation activities.

James Vander Vliet, PE, LSRP

Senior Manager

Distinguishing Qualifications

Mr. Vander Vliet has over 18 years of experience in a wide-variety of remedial investigations, feasibility studies, and remedial designs at numerous environmentally impacted Sites, including abandoned industrial sites, commercial sites, and landfills with contaminant profiles ranging from sediment, surface water, soils and groundwater contamination. Mr. Vander Vliet currently serves as a Project Manager for a variety of government and private projects and has a proven track record of successfully running and completing large projects, on time and on budget. Many of the projects Mr. Vander Vliet has managed have been from project inception through community review and approval and remediation and closure.

Mr. Vander Vliet has experience in developing Phase 1/Preliminary Assessments, remedial investigation and remedial work plans and reports, contracting and managing subcontractors and vendors, managing and overseeing construction projects, interfacing with clients and regulatory agencies, interpreting field generated data, interfacing data management systems with GIS analysis and visualization systems, as well as implementing new techniques for delivering and sharing data.

Mr. Vander Vliet has managed projects ranging from UST removal and closure; groundwater screening, plume delineation, in-situ remediation and long-term monitoring; soil contamination delineation, remediation and oversight; establishment of groundwater Classification Exemption Areas (CEAs); and extensive reporting to satisfy State and Federal reporting requirements.

Mr. Vander Vliet also has experience with laboratory coordination and data management and served for several years as the manager of a Data Management Group, responsible for all laboratory audits and coordination, providing technical input for sampling and analysis plans, managing all incoming data, reduction / validation / presentation of field investigation data, and procurement and maintenance of data related software (EQulS, ArcView, MVS).

Selected Brownfield Experience

Hinckley Marina – Mantoloking, New Jersey

Mr. Vander Vliet was the Licensed Site Remediation Professional for the remedial investigation and remediation of an inactive marina on Barnegat Bay. The scope of the project included the

Education

- MS – Transportation and Logistics, Massachusetts Institute of Technology (MIT), Cambridge, Massachusetts
- BS – Civil Engineering, Drexel University, Philadelphia, Pennsylvania

Certifications

- New Jersey Licensed Site Remediation Professional (573645)
- New Jersey Licensed Professional Engineer (GE04106100)
- New York Licensed Professional Engineer (091466)
- Licensed by the NJDEP Underground Storage Tank Closure and Subsurface Evaluation
- 40 Hour OSHA, HAZWOPER Training

other JMS team members, negotiated with NJDEP to allow site investigation and remedial action of one portion of the subdivided lot. Remediation included the identification and removal of an industrial septic tank and associated soil contamination. Mr. Vander Vliet worked closely with the project remediation contractor to develop a remedial plan that would address the septic tank removal while not impacting surrounding properties and site features. Remedial action plan is in place and removal is pending client approval.

Private Auto Repair / Car Rental – Hackensack, New Jersey

Assumed the responsibilities as LSRP for this case with several areas of concern still outstanding. The site has AOCs associated with residual soil contamination from previous UST removals, hydraulic lifts, and ongoing groundwater contamination. Remediation of the site included removal of two hydraulic lifts and impacted soil; operation of a soil vapor extraction system; and establishment of long term institutional controls. A remedial action permit has been approved for monitored natural attenuation of groundwater and a CEA. A limited restricted RAO has been issued for the Site.

Commercial Retail Facility - Bernardsville, New Jersey

As LSRP, worked with project manager to assess existing data and groundwater levels on site. Oversight as LSRP required an assessment of soils contamination that must be left in place due to existing building structures, an assessment of groundwater monitoring data and a decreasing groundwater trend to support a CEA, and an assessment of vapor intrusion potential with sampling. The site is currently undergoing long term monitoring, and a conditional RAO has been issued with a remedial action permit in place to monitor the monitored natural attenuation remedy and CEA.

Boro Auto Salvage – South Plainfield, New Jersey

As Project Manager, led remedial investigation, remedial design and construction management oversight to address contamination caused at an auto salvage yard. Remedial investigation included delineation of soil contamination, well installation, packer sampling and geophysics (heat pulse and downhole imaging), groundwater sampling, and wetlands delineation. From the soil delineation results, remedial design consisted of soil excavation plans to reach NJDEP Non-Residential Soil Remediation Standards, soil management and erosion control, permitting and site restoration design (grading, landscaping, wetlands restoration). Construction management consisted of oversight during excavation and removal activities and post-excavation soil sampling. Final remedy for the site for groundwater contamination included long-term groundwater monitoring and the establishment of a CEA.

Commercial Retail Space - Elizabeth, New Jersey

As Project Manager, led the closure of a 550 gallon heating oil tank to support the sale of a retail store front. Mr. Vander Vliet provided coordination with contractor prior to conducting field work and provided field oversight during closure activities. During the planned excavation of the tank, it was discovered that the tank was under the building footings. With the approval of the City building inspector, the tank was abandoned in place. Samples were collected through the bottom of the tank. The tank was closed and all appropriate permits and documentation was provided with the closure report.

Trenton Fibre Drum – Lawrenceville, New Jersey

As Project Manager, led remedial design, construction management and long-term groundwater monitoring. Scope of work for remedial design consisted of soil excavation and removal and in-situ groundwater treatment. Soil remediation included soil delineation, design of excavation cut and fill limits/quantities, and preparation of soil erosion and sediment control plans. Groundwater remediation consisted of groundwater delineation, development of an ongoing monitoring well network, and design of a hydrogen releasing compound (HRC) injection remediation program. Construction management was a joint effort with client and consisted of remediation oversight, post-excavation sampling, documentation of "as-built" soil removal areas, and post-remediation monitoring well assessments. Ongoing monitoring consists of the development and implementation of a two year natural attenuation monitoring program and establishment of a CEA.

Pineland Village – Eldora, New Jersey

As Project Manager, led the investigation of a petroleum groundwater plume. Deliverables included a background information report, a sampling and analysis plan, subcontractor bidder documents, and interim results reports. Field activities included oversight of the removal of five underground storage tanks, delineation of soil contamination source areas; groundwater screening, monitoring well installation, potable well sampling, indoor air sampling and groundwater sampling. Responsibilities included the preparation of all deliverables, coordinated field activities, analyzed field data and prepared results reports. Field activities resulted in removal of contaminated soils (i.e., residual source) and delineation of the groundwater plume of the groundwater. Project is in monitoring and a CEA is being developed.

398 Olden Avenue – Trenton, New Jersey

As Project Manager, responsible for developing Decision Document and Application for groundwater Classification Exemption Area (CEA). Activities included remedial action selection process for groundwater plume, remedial action conceptual design (in-situ injection technology), remedial cost analysis and formalization of the chosen action. CEA development was to support groundwater remediation selection via institutional controls.

Param Petroleum – Burlington City, New Jersey

As Project Manager, implemented the remedial investigation of a petroleum groundwater plume. Tasks included coordination of field activities, data analysis and report preparation. Field activities included groundwater screening, soil, sediment, surface water sampling, and groundwater sampling. Upon preparation and approval of the final Remedial Investigation report, develop a remedial action selection report. Five alternatives were assessed, the selected remedy was in-situ groundwater treatment. Provided support for community relations and during the preparation of the Decision Document.



ATTACHMENT 2

Checklist Submission Form

CITY OF ASBURY PARK
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant
Issue Date: November 2, 2016
Due Date: December 2, 2016



City of Asbury Park, New Jersey

Request for Qualifications
Environmental Services for EPA Brownfield Grant

CHECKLIST – RETURN CHECKLIST WITH YOUR SUBMISSION
FORM 1

CONSULTANT: Brownfield Redevelopment Solutions, Inc.

	Respondent Initials
1. Checklist Submission Form (This Form)	<u>me</u>
2. Letter of Interest.....	<u>me</u>
3. Background Information Regarding the Consultant and Proposal.....	<u>me</u>
4. Proposal Form (Form 1 attached).....	<u>me</u>
5. Reference Form (Form 2 attached).....	<u>me</u>
6. Non-Collusion Affidavit (Form 3 attached)*.....	<u>me</u>
7. Stockholder Statement of Ownership (Form 4 attached)*.....	<u>me</u>
8. State of New Jersey Debarred List Affidavit (Form 5 attached)*.....	<u>me</u>
9. Acknowledgment of Receipt of Addenda (Form 6 attached) *.....	<u>me</u>
10. State of N.J. Business Registration Certificate (Sample 1 attached)*.....	<u>me</u>

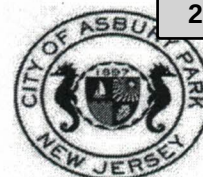
*** Failure to submit these documents is cause for the proposal to be rejected.**

Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)



ATTACHMENT 3

Proposal/Rate Schedule Form



CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant

Form 2

City of Asbury Park, New Jersey

Request for Qualifications
Environmental Services for EPA Brownfield Grant
PROPOSAL/RATE SCHEDULE FORM

The following pricing components relate to the Scope of Work referenced in Section 2 of this RFP. *Review that section closely before providing detailed pricing for each of the following. Narrative responses to the RFP should be provided separately.*

Item	# of Hours	Hourly Rate	Fixed Price (F) or Estimate (E)?	Total One-time Cost	Annual Costs
Task 1 Cooperative Agreement Oversight					
Inventory	Various	Various	E-One Time	\$ 5,700	-
Annual Grant Management			E-Ongoing	-	\$ 2,200
Task 2 Community Outreach					
Brownfield Workshop	Various	Various	E-One Time	\$ 5,500	-
Annual Steering Committee Efforts			E-Ongoing	-	\$ 3,000
Task 3 Phase I Assessment					
			E-Four Sites/ grant	\$ 32,000	-
			E- 8 sites @\$4,000/ site		
Task 4 Phase II Assessments					
			E-Four Sites/ grant	\$ 108,000	-
			E- 8 sites @\$13,500/site		
Task 5 Cleanup and Reuse Planning					
			E-Two Sites/ grant	\$ 22,000	
			E- 4 sites @\$5,500/site		
Task 6 Reporting Requirements					
			E-Ongoing	-	\$ 5,300
				\$ 173,200	\$ 10,500

Brownfield Redevelopment Solutions, Inc.

Name of Consultant

Principal

Title of Authorized Representative

Michele Christina

Authorized Representative (Print)

Signature of Authorized Representative

Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)

a. Provide additional details below regarding the above pricing components.

Assuming the typical three year performance period for an EPA assessment grant, the following provides an estimated cost breakdown per year per task for the BRS budget. This includes implementation of both the Hazardous Substances Grant and the Petroleum Grant. Activities will be billed on a time and materials basis.

Item	Year One	Year Two	Year Three	Total Costs
Task 1 Cooperative Agreement Oversight				
Inventory	\$ 5,700	\$ -	\$ -	\$ 5,700
Annual Grant Management	\$ 2,200	\$ 2,200	\$ 2,200	\$ 6,600
Task 2 Community Outreach				
Brownfield Workshop	\$ 5,500	\$ -	\$ -	\$ 5,500
Annual Steering Committee Efforts	\$ 3,000	\$ 3,000	\$ 3,000	\$ 9,000
Task 3 Phase I Assessment	\$ 24,000	\$ 8,000	\$ -	\$ 32,000
Task 4 Phase II Assessments	\$ 27,000	\$ 67,500	\$ 13,500	\$ 108,000
Task 5 Cleanup and Reuse Planning	\$ -	\$ 5,500	\$ 16,500	\$ 22,000
Task 6 Reporting Requirements	\$ 5,300	\$ 5,300	\$ 5,300	\$ 15,900
	\$ 72,700	\$ 91,500	\$ 40,500	\$ 204,700

b. Exceptions to this proposal must be noted and described separately.

Costs associated with NJDEP fees associated with LSRP filings and permits can be provided. The costs provided for the Assessment work are estimates. Site specific costs will be developed once the sites and associated AOCs and REC's have been identified.

BRS will not charge a subcontractor markup for JM Sorge's efforts. Any other subcontractor may be subject to a 12% mark up. BRS's rates include routine copying, telephone, and shipping. Other direct expenses will be invoiced without markup.

BRS Hourly Rate Schedule Follows:

Position	Hourly Rate
Principal	\$ 140
LSRP	\$ 140
Professional Engineer	\$ 125
Professional Geologist	\$ 120
Landscape Architect	\$ 120
Professional Planner	\$ 105
Grant Manager	\$ 95
Assistant Project Manager	\$ 85
Grant Specialist	\$ 70
Support Staff	No Charge

JM Sorge Hourly Rate and Phase II Expenses Schedule Follows:

PROFESSIONAL SERVICE RATE SCHEDULE

2016

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$200
Director	\$190
Senior Manager / LSRP	\$180
Project Manager	\$150
Project Engineer/Scientist	\$120
Engineer/Scientist	\$110
Environmental Technician	\$85
Technical Coordinator	\$85
Clerical Support	\$45

Notes

1. Invoices will be issued monthly and are payable within 30 days.
2. Project related expenses (i.e. subcontractors, sampling equipment and materials, travel, permits/fees, special printing, overnight delivery, etc.) will be billed at 1.15 times cost.
3. A field mobilization fee of \$125/day/person will be charged for site visits to cover transportation expense and miscellaneous equipment and supplies (that may include disposable PPE, disposable sampling equipment, camera, decon equipment, hand tools, etc.)
4. Field equipment owned by JMS is billed at competitive market-equivalent rates for daily or weekly rental.
5. Hourly billing rates include travel time when job related.
6. A 40% surcharge is applied for Expert Testimony and Expert Legal Support Services.
7. Rates are subject to change.



U.S. Environmental Rental Corporation

5C South Gold Dr.
Hamilton, NJ 08691
usenvironmental.com
Phone: (609) 570-8555
Fax: (609) 570-8556

This guide has been prepared exclusively for:

JM Sorge

Your U.S. Environmental Sales representative is:

Steve Ochs

sochs@usenvironmental.com

This guide includes commonly used equipment and supplies. It is for reference only. Pricing and availability are subject to change without prior notice. If you need further assistance with any of your equipment or supplies needs, please call us. Our knowledgeable associates are ready to help.

Air Quality

PIDs	1-Day	3-Day	Week	Month
MiniRAE 2000	52.5	105	140	490
MiniRAE 3000	52.5	105	140	490
Ion Science Tiger	52.5	105	140	490
ppbRAE 3000	70	140	210	630

FIDs

MicroFID	63	126	189	560
Thermo TVA 1000B	87.5	175	245	770

Gas Monitors

MultiRAE +	52.5	105	140	490
MX6 iBrid	52.5	105	140	490
QRAE II	35	70	105	315
MX4 iQuad	35	70	105	315
AreaRAE	70	140	210	630
Jerome 431X	70	140	210	630
Dielectric MGD-2002	70	140	210	630

Landfill Gas Monitors

Gas Clam	175	350	525	1575
GEM-2000	70	140	210	630

Dust Monitors

pDR-1000	42	84	126	350
pDR-1200	70	140	210	630
TSI Dustrak II	70	140	210	630
w/ enclosure & tripod	14	28	42	126

IAQ Monitors

TSI Q-Trak	35	70	105	315
AQ-5000	70	140	210	630

Anemometers

TSI 9535	21	42	63	189
TSI 9555	28	56	84	252

Air Sampling

	1-Day	3-Day	Week	Month
SKC 224	17.5	35	52.5	157.5
BIOS Calibrators	17.5	35	52.5	157.5

Weather

Davis Vantage Pro2	31.5	63	94.5	280
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Air Calibration Supplies

17L Isobutylene	30.00	Isobutylene is provided in two concentrations: 100ppm or 10ppm.	
34L Isobutylene	45.00		
100L Isobutylene	90.00		
29L 4-Gas Mixture	130.00		
58L 4-Gas Mixture	200.00	4-Gas mixture is provided in various concentrations of: H ₂ S CO %LEL O ₂ .	
Tedlar Bags	15		
Regulators	150	Tedlar Bags and regulators are complimentary with your rental	
Zeroing Filter	63		

Consumable Items / Supplies

Item	Each	Case	Tubing	Bailers	Each	Case
Nitrile Gloves, Box	9.95	99.00	1/4" OD Polyethylene	11.00 100'	.75" x 36" Polyethylene	6.00 90.00
.45 Micron Filters	13.00	625.00	1/4" OD Teflon	90.00 100'	1.6" x 36" Polyethylene	6.00 90.00
Alconox-4 lb. box	31.00		1/2" OD Polyethylene	22.00 100'	3" x 36" Polyethylene	12.00 95.00
2" Well Plugs	15.00		5/8" OD Polyethylene	22.00 100'	.75" x 36" Teflon	16.60 190.00
Orange Field Books	7.00		3/8" OD Silicone	1.85 per foot	1.6" x 36" Teflon	16.60 190.00

Water Quality

Peristaltic Pumps	1-Day	3-Day	Week	Month
Geotech Model II	17.5	35	52.5	157.5
Spectra Pump	17.5	35	52.5	157.5

Submersible Pumps

Grundfos 2"	70	140	210	630
Converter	35	52.5	87.5	262.5
Waterra HydroLift II	70	140	210	630
QED Sample Pro	35	70	105	315
MP10 Controller	35	70	105	315
MP15 Controller	52.5	105	157.5	472.5
MP50 Compressor/Controller	52.5	105	157.5	472.5
3020 Compressor	17.5	35	52.5	157.5

MultiParameter Sondes

YSI 600xl (pH ORP Cond Temp DI)	87.5	140	192.5	630
YSI 6820 (+ turbidity)	105	175	280	840
In-Situ smarTroll	87.5	140	192.5	630
Horiba U-52 (all parameters)	70	140	210	630

Cal solutions are provided complimentary with your rental.

Other WQ Meters

YSI 550A (DO, Temp)	17.5	35	52.5	157.5
YSI 63 (pH, Cond, Sal, Temp)	35	70	105	315
HACH DR-890	17.5	35	52.5	157.5
Lamotte 2020we	17.5	35	52.5	157.5

Pressure Transducers

Level Troll 700	52.5	105	140	420
Rugged Reader	52.5	105	140	420

Depth-to-Water / Interface

Solinst 101	14	28	42	126
Heron Dipper-T	14	28	42	126
Solinst 122 Oil/Water	35	70	105	315
Heron H.O1L	35	70	105	315

Project Support

Generators	35	70	105	315
Laser Levels	52.5	105	157.5	472.5
Auto Levels	28	56	84	252
Trimble Geo XT or XH	140	280	420	1260
Scales	21	42	63	189
Metal Detectors	21	42	63	189

Soil

Delta XRF Analyzer	500	1000	1500	4500
Macho Vapor Probe System	140	280	420	1260
PetroFLAG Test Kit	28	56	84	252
Hammer Drill	52.5	105	157.5	472.5
Hand Augers	14	28	42	126
Hollow Stem Auger	140	280	420	1260
Dredges	14	28	42	126
Sludge Sampler	35	70	105	315

Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)

		Accutest Price 2 Week TAT		Accutest Price 5 Day TAT	
		Aqueous	Soil	Aqueous	Soil
Volatiles					
TCL Volatiles w/ Xylenes		\$80.00	\$80.00	\$85.00	\$85.00
TCL Volatiles + 15 w/ Xylenes		\$85.00	\$85.00	\$90.00	\$90.00
Add SIM to any VOC above					
BNs					
TCL BN		\$140.00	\$140.00	\$155.00	\$155.00
TCL BN + Acid Extractables		\$180.00	\$180.00	\$180.00	\$180.00
TCL BN + Acid Extractables + 20		NA	NA	\$190.00	\$190.00
TCL BN + 10		NA	NA	NA	NA
TCL BN + 15		\$150.00	\$150.00	\$165.00	\$165.00
Add SIM to any BN above		\$80.00	\$80.00	\$100.00	NA
TCL Pesticides & PCBs		NA	NA	\$135.00	NA
TCL Pesticides		\$90.00	\$95.00	\$95.00	\$100.00
PCBs		\$54.00	\$58.50	\$60.00	\$65.00
OQA-QAM-025		\$85.00	\$85.00	\$85.00	\$85.00
DRO		\$49.50	\$49.50	\$55.00	\$55.00
EPH Category 1		\$54.00	\$54.00	\$60.00	\$60.00
EPH Category 2 (Full Frac From Start)		NA	\$117.00	NA	\$130.00
Screening Step EPH		NA	\$58.50	NA	\$65.00
Frac after screening step		NA	\$65.00	\$110.00	\$110.00
Naph & 2-Methylnaph		\$90.00	\$90.00	\$100.00	\$100.00
SPLP-2-methylnaphthalene		\$22.50	\$27.00	\$25.00	\$30.00
Metals					
8 RCRA Metals		\$76.50	\$81.00	\$85.00	\$90.00
PPL Metals		\$81.00	\$85.50	\$90.00	\$95.00
TAL Metals		\$99.00	\$99.00	\$110.00	\$110.00
Mercury		\$27.00	\$27.00	\$30.00	\$30.00
Metals by ICP		\$10.80	\$10.80	\$12.00	\$12.00
Hex Chromium		\$30.00	\$95.00	\$36.00	\$115.00
Waste Classification					
Full TCLP		\$513.00	\$513.00	\$570.00	\$570.00
Other					
Full TCL/TAL +30		\$560.00	\$565.00		\$600.00
Full TCL/TAL + 30 w/NJGW SIM		\$650.00	\$650.00	\$665.00	
Air		Air		Air	
TO-15		\$162.00	NA	\$180.00	NA
Canister Rental		\$50.00		\$50.00	
Flow Controller					
Potable Water (PWTA)		Potable Water		Potable Water	
PWTA Analyses		NA		\$1270+fee	
Lab Sampler		NA		\$140	
VOC Drinking Water (Method 524.2)		\$90.00		\$100.00	



ATTACHMENT 4

References Form

**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**

November 29, 2016
Date

Form 3

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant**

REFERENCE FORM

Consultant Name: (Please Print)

Brownfield Redevelopment Solutions, Inc.

The consultant shall list references with needs similar to the City of Asbury Park for whom the consultant has provided comparable services. Please include name, address, telephone number, year(s) employed by referenced consultants, contact person, and type of work your performed for that entity.

1. Company Name/Municipality: City of Trenton

Address: Department of Housing & Economic Development, 319 East State St, Trenton, NJ 08608

Contact Person: J. R. Capasso

Phone: 609-989-3509

Type of Work: EPA Grant Management; NJDBA Management; Site Inventory; Environmental Assessment work & Support.

Date of Completion: Ongoing

2. Company Name/Municipality: City of Plainfield

Address: Plainfield Planning Division, City Hall, Room 202, 515 Watchung Ave, Plainfield, NJ 07060

Contact Person: April Stefel, LLA

Phone: 908-753-3421

Type of Work: EPA Grant Management; NJDBA Management; Site Inventory; Environmental Assessment work & Support.

Date of Completion: Ongoing

3. Company Name/Municipality: Camden Redevelopment Agency

Address: City Hall, Suite 1300, P.O. Box 95120, Camden , NJ 08101

Contact Person: James Harveson

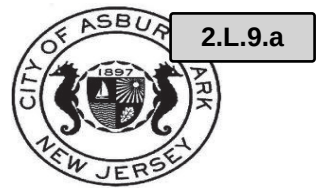
Phone: 856-757-7600

Type of Work: EPA Grant Management; NJDBA Management; Site Inventory; Environmental Assessment work & Support.

Date of Completion: Ongoing

Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)

**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**



Form 3

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant**

REFERENCE FORM

Consultant Name: (Please Print)

JM Sorge, Inc.

The consultant shall list references with needs similar to the City of Asbury Park for whom the consultant has provided comparable services. Please include name, address, telephone number, year(s) employed by referenced consultants, contact person, and type of work your performed for that entity.

1. Company Name/Municipality: Township of North Brunswick

Address: 710 Hermann Rd, North Brunswick, NJ 08902

Contact Person: Scott Kunz, Dept of Engineering, Project Manager

Phone: 732-247-0922 X 440

Type of Work: Site Assessments & UST Closures at DPW yards

Date of Completion: June 2014

2. Company Name/Municipality: Somerset County

Address: Dept. of Engineering, 20 Grove St, Somerville, NJ 08876

Contact Person: Adam Slutsky, Assistant County Engineer

Phone: 908-231-7696

Type of Work: Site Assessments & USR closures on multiple sites

Date of Completion: Ongoing

3. Company Name/Municipality: Township of Teaneck

Address: Milton Votee Park

Contact Person: William Broughton, Township Manager

Phone: 201-837-1600 X 1001

Type of Work: Site Assessment, Investigation and Remediation

Date of Completion: May 2015

Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)



ATTACHMENT 5

Stockholder Statement of Ownership Form



**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**

Form 4

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant
STOCKHOLDER STATEMENT OF OWNERSHIP**

I certify that the list below contains the names and home addresses of all persons holding ten percent (10%) or more interest in the undersigned partnership or corporation, as well as the names and home addresses of all persons who own an interest in any entity which owns ten percent (10%) or more of said partnership or corporation.

Brownfield Redevelopment Solutions, Inc.
Name of Corporation or Partnership

Witness and Corporate Seal

By: Michele Christina, Principal
Name/Title

Shareholders or Partners:Name: Michele ChristinaAddress: 116 Nokomis Trail, Medford Lakes, NJ 08055Name: Leah YasenchakAddress: 10 Acpoan Place, Manasquan, NJ 08736

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____



**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**

Form 4

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant
STOCKHOLDER STATEMENT OF OWNERSHIP**

I certify that the list below contains the names and home addresses of all persons holding ten percent (10%) or more interest in the undersigned partnership or corporation, as well as the names and home addresses of all persons who own an interest in any entity which owns ten percent (10%) or more of said partnership or corporation.

JM Sorge, Inc.

Name of Corporation or Partnership

Stephen Kehayes

By: Stephen Kehayes, Senior Manager

Witness and Corporate Seal

Shareholders or Partners:

Name: Peter R. Sorge

Address: 15 Hillcrest Drive, Gladstone, NJ 07934

Name: Christina Amerman

Address: 455 Stoney Brook Drive, Bridgewater, NJ 08807

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

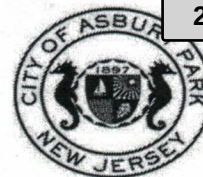
Address: _____



ATTACHMENT 6

State of New Jersey Debarred List Affidavit

CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant



Form 5

City of Asbury Park, New Jersey

Request for Qualifications
Environmental Services for EPA Brownfield Grant
STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY)

SS: 020677073

COUNTY OF MONMOUTH)

I, Michele Christina, of the Borough of Medford Lakes
 in the County of Burlington and the State of New Jersey, of full age, being
 duly sworn according to law on my oath depose and say that:

I am Principal, an officer of the firm of Brownfield Redevelopment Solutions, Inc.
 the consultant making the Proposal for the above-named Project, and I hereby certify that I have
 executed the said Proposal with full authority to do so; that said consultant at the time of making
 this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred,
 Suspended or Disqualified Bidders; and that all statements contained in said Proposal and in this
 Affidavit are true and correct, and made with the full knowledge that the City of Asbury Park relies
 upon the truth of the statements contained in said Proposal and in the statements contained in this
 Affidavit in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal appear on
 the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time prior to,
 and/or during the life of the contract, including the Guarantee period, the City of Asbury Park shall
 be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as consultant is subject to disbarment,
 suspensions and/or disqualification in contracting with the State of New Jersey, if the consultant,
 pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined according
 to applicable laws and regulations.

Brownfield Redevelopment Solutions, Inc., 739 Stokes Rd, Units A & B, Medford, NJ 08055

Name and Address of Consultant

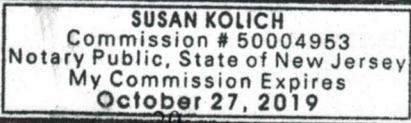
Michele Christina, Principal

Name and Title of Affiant

Michele Christina
 Signature

Subscribed and sworn before me on
 this 29th day of November, 2016.

Susan Kolich
 Notary Public of New Jersey





**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**

Form 5

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant
STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Peter R. Sorge, of the Borough of Peapack-Gladstone
in the County of Somerset and the State of New Jersey, of full age, being
duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of JM Sorge, Inc.,
the consultant making the Proposal for the above-named Project, and I hereby certify that I have
executed the said Proposal with full authority to do so; that said consultant at the time of making
this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred,
Suspended or Disqualified Bidders; and that all statements contained in said Proposal and in this
Affidavit are true and correct, and made with the full knowledge that the City of Asbury Park relies
upon the truth of the statements contained in said Proposal and in the statements contained in this
Affidavit in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal appear on
the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time prior to,
and/or during the life of the contract, including the Guarantee period, the City of Asbury Park shall
be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as consultant is subject to disbarment,
suspensions and/or disqualification in contracting with the State of New Jersey, if the consultant,
pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined according
to applicable laws and regulations.

JM Sorge, Inc.

Name and Address of Consultant

Peter R. Sorge, President & Principal

Subscribed and sworn before me on
this 30 day of November, 2016

Diana Lennon
Notary Public of





ATTACHMENT 7

Acknowledgment of Receipt of Addenda



**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**

Form 6

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned consultant hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no addenda were received, initial here: me

Acknowledged for: Brownfield Redevelopment Solutions, Inc.
(Name of Consultant)

By: Mi. Linda Q
(Signature of Authorized Representative)

Name: Michele Christina
(Print or Type)

Title: Principal

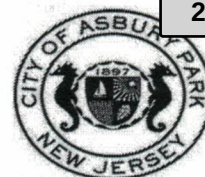
FORM NOT REQUIRED IF NO ADDENDA ISSUED

Date: November 29, 2016



ATTACHMENT 8

Mandatory Equal Employment Opportunity Language



**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**

Form 7

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the consultant agrees as follows:

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

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

The consultant will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the consultant contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The consultant agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The consultant agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry,



CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment consultant which engages in direct or indirect discriminatory practices.

The consultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The consultant shall submit to the public consultant, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public consultant through the Division's website at www.state.nj.us/treasury/contract_compliance)

The consultant shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signed: _____

Print Name: Michele Christina

Name & Address of Company:

Brownfield Redevelopment Solutions, Inc.

739 Stokes Rd, Units A & B

Medford, NJ 08055

Dated: November 29, 2016



CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment consultant which engages in direct or indirect discriminatory practices.

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In conforming with the targeted employment goals, the consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The consultant shall submit to the public consultant, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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The consultant shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signed: Stephen Kehayes

Print Name: Stephen Kehayes

Name & Address of Company:

JM Sorge, Inc.
57 Fourth Street
Somerville, NJ 08876

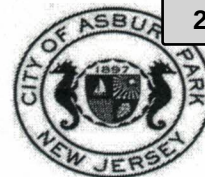
Dated: 11/30/2016



ATTACHMENT 9

Required Evidence Affirmative Action
Regulations

Certificate of Employee Information
Report



**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**

Form 8

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service consultants will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the consultant shall present one of the following:

1. A letter from the U. S. Department of Labor that the consultant has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:
_____ Please send our company an Affirmative Action form for our completion
(A.A. 302-Affirmative Action Employee Information Report).

The following questions must be answered by all consultants:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No X
2. Do you have a State Certificate of Employee Information Report Approval?
Yes X No _____

You shall submit a photostatic copy of such certificate.

The undersigned consultant certifies that it is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The consultant must be rejected as non-responsible if the consultant fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for consultants having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

CONSULTANT

BY: Brownfield Redevelopment Solutions, Inc.

Michael Q



**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**

Form 8

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service consultants will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the consultant shall present one of the following:

1. A letter from the U. S. Department of Labor that the consultant has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:
_____ Please send our company an Affirmative Action form for our completion
(A.A. 302-Affirmative Action Employee Information Report).

The following questions must be answered by all consultants:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No ☒
2. Do you have a State Certificate of Employee Information Report Approval?
Yes ☒ No _____

You shall submit a photostatic copy of such certificate.

The undersigned consultant certifies that it is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The consultant must be rejected as non-responsible if the consultant fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for consultants having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

CONSULTANT

BY: Stephen Kehayes

Stephen Kehayes, Senior MAsnager

Certification
CERTIFICATE OF EMPLOYEE INFORMATION REPORT 37774

RENEWAL

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

15-NOV-2012

to

15-NOV-2019

BROWNFIELD REDEVELOPMENT SOLUTIONS, INC.
P.O. BOX 107
CAMDEN

NJ 08102


Andrew P. Sidamon-Eristoff
State Treasurer

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 37339

RENEWAL

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

15-AUG-2012

to

15-AUG-2019

J.M. SORGE, INC.
57 FOURTH STREET
SOMERVILLE

NJ 08876



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

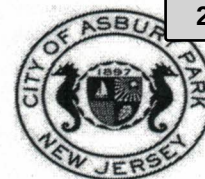
Andrew P. Sidamon-Eristoff
State Treasurer



ATTACHMENT 10

Americans with Disabilities Act Compliance Statement

**CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant**



Form 9

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The consultant and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the consultant agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the consultant shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The consultant shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The consultant shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the consultant agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the consultant shall satisfy and discharge the same at its own expense.

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

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

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

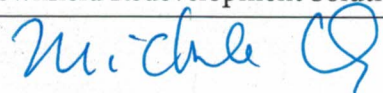
WITNESS:



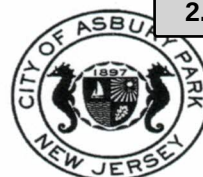
BY:

CONSULTANT

Brownfield Redevelopment Solutions, Inc.



DATED: November 29, 2016



CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant

Form 9

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

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

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

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

WITNESS:

Diana Lennon
 BY: Diana Lennon

CONSULTANT

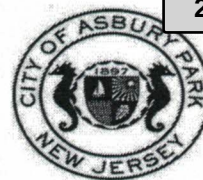
Stephen Kehayes
 Stephen Kehayes, Senior Manager

DATED: 11/30/16



ATTACHMENT 11

Non-Collusion Affidavit



CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant

Form 10

City of Asbury Park, New Jersey

Request for Qualifications
Environmental Services for EPA Brownfield Grant
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

SS: 020677073

COUNTY OF MONMOUTH)

I, Michele Christina, of the Municipality of Medford Lakes, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

I am a principal of the firm of Brownfield Redevelopment Solutions, Inc., the consultant submitting the proposal to redevelop the City's Comprehensive Parking Management Plan for the City of Asbury Park, and I have executed the proposal with full authority to do so. Further, the consultant has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the proposal and in this affidavit are true and correct and made with full knowledge that the City of Asbury Park shall rely upon the truth of the statements contained in the affidavit and in said proposal in awarding the contract for said project.

Brownfield Redevelopment Solutions, Inc.
 Name of Consultant

Michele Christina
 Authorized Representative (Print)

Principal
 Title of Authorized Representative

Michele Christina
 Signature of Authorized Representative

November 29, 2016
 Date

Subscribed and sworn before me on
 this 29th day of November, 2016.

Susan Kolich
 Notary Public of New Jersey

My commission expires

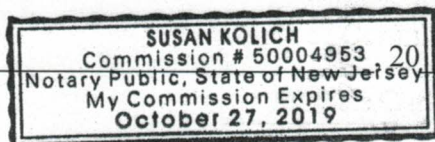


Exhibit A



CITY OF ASBURY PARK, NEW JERSEY
REQUEST FOR PROPOSALS
Environmental Services for EPA Brownfield Grant

Form 10

City of Asbury Park, New Jersey

Request for Qualifications
Environmental Services for EPA Brownfield Grant
NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Peter R. Sorge, of the Municipality of Peapack-Gladstone, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

I am a principal of the firm of JM Sorge, Inc., the consultant submitting the proposal to redevelop the City's Comprehensive Parking Management Plan for the City of Asbury Park, and I have executed the proposal with full authority to do so. Further, the consultant has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the proposal and in this affidavit are true and correct and made with full knowledge that the City of Asbury Park shall rely upon the truth of the statements contained in the affidavit and in said proposal in awarding the contract for said project.

JM Sorge, Inc.

Name of Consultant

Peter R. Sorge

Authorized Representative (Print)

Principal/President

Title of Authorized Representative

Date

11/30/16

Signature of Authorized Representative

[Signature]

Subscribed and sworn before me on

this 30 day of November, 2016

Notary Public of

My commission expires

Exhibit A



Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)



ATTACHMENT 12

W-9 Form

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Brownfield Redevelopment Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____
- ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

739 Stokes Road, Units A & B

6 City, state, and ZIP code

Medford, New Jersey 08055

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

0 2 - 0 6 7 7 0 7 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Michael CS

Date ▶

9/15/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



ATTACHMENT 13

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **2.L.9.a**
9/20/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Heritage Insurance Services, Inc. 826 Bustleton Pike Suite 203 Feasterville PA 19053	CONTACT NAME: Linda Johnson	
	PHONE (A/C, No, Ext): (215)245-0390	FAX (A/C, No): (215)245-0422
INSURED Brownfield Redevelopment Solutions Inc P.O. Box 2293 Medford Lakes NJ 08055	E-MAIL ADDRESS: linda.johnson@his-pa.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Crum & Forster Specialty Ins Co	NAIC # 44520
	INSURER B: Indiana Insurance Co.	22659
	INSURER C: Peerless Insurance Comany	24198
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 9/3/16-6/7/17

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			EPK-113972 retro: 9/3/03 retro: 9/3/03	9/3/2016	9/3/2017	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 5,000				
	☒ Pollution Claims Made		PERSONAL & ADV INJURY \$ 1,000,000				
	☒ Prof-Claims Made					GENERAL AGGREGATE \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY			EPK-113972	9/3/2016	9/3/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
						\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC8291436 (NJ)	6/7/2016	6/7/2017	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
C	Workers Compensation			WC8318182 (PA & CT)	6/7/2016	6/7/2017	\$1,000,000 limits

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Grant Writing Services.

CERTIFICATE HOLDER

CANCELLATION

City of Asbury Park
Mr. Anthony Nuccio
Director of Community Relation & Social S
One Municipal Plaza
Asbury Park, NJ 07712

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

E M. Pokrywka/LINDA

Edward M. Pokrywka



ATTACHMENT 14

Ethics Statement



November 29, 2016

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Ethics Statement

There are no outstanding ethics violations that have been filed against Brownfield Redevelopment Solutions, Inc. and/or any individual working for Brownfield Redevelopment Solutions, Inc.

Michele Christina, Principal

Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)



ATTACHMENT 15

State of New Jersey Business Registration Certificate



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BROWNFIELD REDEVELOPMENT SOLUTIONS INC

Trade Name:

Address: PO BOX 2293
MEDFORD LAKES, NJ 08055-1415

Certificate Number: 0981900

Effective Date: April 14, 2003

Date of Issuance: January 22, 2016

For Office Use Only:

20160122122525679

Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

J.M. SORGE, INC.

TRADE NAME:

ADDRESS:

**57 FOURTH STREET
SOMERVILLE NJ 08876**

SEQUENCE NUMBER:

0074198

EFFECTIVE DATE:

07/03/86

ISSUANCE DATE:

05/10/07



Acting Director
New Jersey Division of Revenue

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Attachment: BRS EPA GRANT PROPOSAL (2016-474 : Brownfields grant consultant contract 2016-2019)



RESOLUTION NO. 2016-475

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

AMENDMENT TO THE DEVELOPER DESIGNATION AND REDEVELOPER'S AGREEMENT FOR MICHAEL'S DEVELOPMENT COMPANY FOR PARCELS LOCATED WITH THE SPRINGWOOD AVENUE REDEVELOPMENT AREA.

WHEREAS, the Local Redevelopment and Housing Law, N. J.S.A. 40A:12A-1 et seq. authorizes municipalities to determine whether certain parcels of land located therein constitutes areas in need of redevelopment and create redevelopment plans which provide development controls for any area so designated; and

WHEREAS, the City of Asbury Park (the "City") designated certain parcels therein as an area in need of redevelopment (the "Springwood Avenue Redevelopment Area") and thereafter adopted the Springwood Avenue Redevelopment Plan in accordance with N.J.S.A. 40A:12A-7 for the Springwood Avenue Redevelopment Area (the "Redevelopment Plan"); and

WHEREAS, the City of Asbury Park had designated the Michaels Development Company on September 3, 2014 to develop four sites.; and

WHEREAS, the City has acquired land in the Springwood Avenue Redevelopment Area, and The Michael's Development Company I, L.P. proposes to develop four (4) sites in the Springwood Avenue Redevelopment Area listed below:

Site A located at the northwest corner of the intersection of Springwood Avenue and Memorial Drive and bordered on the west by Prospect Avenue comprising of Block 704, Lots 6-10 and a portion of Lot 1.

Site B located at the southeast corner of Springwood Avenue and Sylvan Avenue comprising of Block 702, lots 2-4 and the Wesley Place right of way located between lots 3 and 4.

Site C located at the southwest corner of Springwood Avenue and Sylvan Avenue comprising Block 803, Lots 21-29 and the Lee's Lane Right-of-Way located between lots 3 and 4.

Site D located at the northwest corner of Springwood Avenue and Sylvan Avenue comprising Block 1205, Lots 13-21.

(collectively the “Project Area”); and

WHEREAS, the Michaels Development Company I, L.P. will not be redeveloping the second phase of the project on site A located at the northwest corner of the intersection of Springwood Avenue and Memorial Drive and bordered on the west by Prospect Avenue comprising of Block 704, Lots 6-10 and a portion of Lot 1; and

WHEREAS, the City and Michael’s Development mutually agree to release Michael’s development Company L.P. from developing Site A and as designated developer; a d

WHEREAS, the “Project Area” shall consist of Site B located at the southeast corner of Springwood Avenue and Sylvan Avenue comprising of Block 702, lots 2-4 and the Wesley Place right of way located between lots 3 and 4; Site C located at the southwest corner of Springwood Avenue and Sylvan Avenue comprising Block 803, Lots 21-29 and the Lee’s Lane Right-of-Way located between lots 3 and 4; Site D located at the northwest corner of Springwood Avenue and Sylvan Avenue comprising Block 1205, Lots 13-21 also known as “Phase I”; and

WHEREAS, the City and the Michaels Development Company I, L.P. negotiated an agreement entitled the “Redevelopment and Land Disposition Agreement” (the “Redeveloper Agreement”); and

WHEREAS, an amendment to the redeveloper’s agreement is attached hereto as Exhibit A reflecting the removal of site A; and

WHEREAS, the mayor and the City Council believe that the amendment to the Redeveloper Agreement is in the best interest of the City and authorizes the execution of the same;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK AS FOLLOWS:

Section 1. Recitals. The recitals hereto are fully incorporated herein as if set forth at length.

Section 2. Designation of the Michaels Development Company I, L.P. as Redeveloper. Upon execution of the Redeveloper Agreement, The Michaels Development Company I, L.P. shall be shall remain designated as redeveloper of the Project Area pursuant to the Act and the Redevelopment Plan minus amended to remove Site A located at the northwest corner of the intersection of Springwood Avenue and Memorial Drive and bordered on the west by Prospect Avenue comprising of Block 704, Lots 6-10 and a portion of Lot 1.

Section 3. Approval of the Redeveloper Agreement. The Redeveloper Agreement, and the related exhibits hereto, substantially in the form attached hereto as Exhibit A, is hereby approved, together with any changes, insertions, and omission thereto as the City Manager, after consultation with redevelopment counsel to the City, deem in their collective discretion to the

necessary or desirable for the execution thereof.

Section 4. Execution of the Redeveloper Agreement. The City Manager of the City of Asbury park, in the County of Monmouth (the “City Manager”) is hereby authorized and directed, upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the Redeveloper Agreement, to execute the Redevelopment Agreement, together with each of the exhibits wo which the City is a signatory, in substantially the form of the draft attached hereto and such changes as ma be provided in accordance with Section 3 hereof.

Section 5. Attestation and Sealing of the Redeveloper Agreement and required exhibits in accordance with the terms of Section 4 hereof, to attest to the signature of the City Manager upon such documents and is hereby further authorized and directed thereupon affix the corporate seal of the City upon such documents.

Section 6. Implementation of the Redeveloper Agreement. Upon execution and attestation and placing of the seal on the Redeveloper Agreement as contemplated by Sections 4 and 5 hereof, the City Manager and City staff and professionals are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto, (ii) perform such other actions as the City Manager deems necessary or desirable in relation to the execution and delivery of the regard and undertake all actions reasonably necessary to effectuate the purpose and intent of the redeveloper agreement and this resolution.

Section 7. Effective Date. This Resolution shall take effect immediately.

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. 2016-475 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK

FIRST AMENDMENT TO REDEVELOPMENT & LAND DISPOSITION AGREEMENT

THIS FIRST AMENDMENT (this "Amendment") made as of December 14, 2016, by and between **THE CITY OF ASBURY PARK**, a public body corporate and politic, organized and existing under the laws of the State of New Jersey (the "City"), and **THE MICHAELS DEVELOPMENT COMPANY I L.P.**, a New Jersey limited partnership (the "Redeveloper").

BACKGROUND

City and Redeveloper are parties to the certain Redevelopment & Land Disposition Agreement dated September 5, 2014 (the "RDA"), as amended. The parties desire to amend the RDA on the terms and conditions set forth herein. (Capitalized terms used herein but not defined have the meaning ascribed to them in the RDA.)

NOW THEREFORE, in consideration of the foregoing promises, covenants and agreements, the sum of Ten Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Redeveloper, intending to be legally bound, agree as follows.

AMENDMENTS

The RDA is hereby amended as follows:

The parties agree that the Phase 2 Parcel consisting of Block 704 Lots 6 - 10 are excluded from the RDA, it being the intent of the parties that the RDA only apply to the development of the Phase 1 Parcels comprised of Blocks 1205 Lots 13—21, Block 803 Lots 21—29 and Block 702 Lots 2 – 9. Neither City nor Redeveloper will have any rights or obligations with respect to the Phase 2 Parcels hereunder or otherwise, one to the other.

The parties will proceed with the development of the Phase 1 Parcels pursuant to the RDA.

MISCELLANEOUS

1. Counterparts. This Amendment may be executed in counterparts and all such counterparts shall be deemed original to be originals and together shall constitute one and the same instrument.

2. Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Amendment.

3. Governing Law. This Amendment shall be given effect and construed by application of the law of the State of New Jersey, and any action or proceeding arising hereunder shall be brought in the courts of the State of New Jersey provided, however, that if any such action or proceeding arises under the Constitution, laws or treaties of the United States of America, or if there is a diversity of citizenship between the Parties thereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the District of New Jersey or any successor federal court having original jurisdiction.

4. Severability. If any term or provision of this Amendment is declared by a court of competent jurisdiction to be invalid or unenforceable such term or provision shall be deemed severed from this Amendment and the remaining parts shall continue in full force as though such invalid or unenforceable term or provision had not been part of this Amendment.

5. Amendments. This Amendment may not be amended except upon the execution of a written instrument by City and Redeveloper.

6. Final Agreement. The RDA, as amended hereby, constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. In the event of a conflict between the terms of this Amendment and the RDA, this Amendment will control.

7. Successors. The terms, covenants, agreements, provision and conditions contained herein shall bind and inure to the benefit of the Parties hereto, their successors and permitted assigns.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this First Amendment to Redevelopment & Land Disposition Agreement as of the date and year first written above.

THE CITY OF ASBURY PARK

By: _____
Name: Michael Capabianco, City Manager

**THE MICHAELS DEVELOPMENT
COMPANY I, L.P.**

The Michaels Development Holding Company,
LLC, its general partner

By: _____
John J. O'Donnell, President

FIRST AMENDMENT TO REDEVELOPMENT
& LAND DISPOSITION AGREEMENT
ASBURY PARK
SIGNATURE PAGE



RESOLUTION NO. 2016-476

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK AUTHORIZING AN EXTENSION OF THE OPTION AGREEMENT TO ENTER INTO GROUND LEASE WITH SPRINGWOOD AVENUE ASSOCIATES, LP

WHEREAS, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), the City of Asbury Park (the “**City**”) previously designated certain parcels as an area in need of redevelopment known as the “Springwood Avenue Redevelopment Area” (the “**Redevelopment Area**”), and thereafter adopted the Springwood Avenue Redevelopment Plan (the “**Redevelopment Plan**”) in accordance with *N.J.S.A. 40A:12A-7* for the Redevelopment Area; and

WHEREAS, on September 3, 2014, the Asbury Park City Council designated The Michaels Development Company I, LP as the “Redeveloper” and authorized the execution of a Redevelopment Agreement to implement part of the Redevelopment Plan on designated parcels within the Springwood Avenue Redevelopment Area; and,

WHEREAS, the Redeveloper contemplates the Project will be developed in Phases and that each Phase of the Project will utilize a variety of funding sources, including, but not limited to, Low-Income Housing Tax Credits, New Market Tax Credits, Urban Transit Hub Tax Credits, New Jersey Housing Mortgage Financing Agency Tax Exempt Bonds and other funding, including conventional loans and soft subsidy structuring; and,

WHEREAS, for purposes of syndicating Low-Income Housing Tax Credits, the Redeveloper will form single purpose ownership entities to own and develop each discreet Project Phase and, the Redeveloper has formed “Springwood Avenue Associates, LP” a New Jersey limited partnership, to be the ownership entity for the Phase I of the Project and Lessee of this Agreement; and,

WHEREAS, by Resolution adopted on July 2, 2014 the City authorized an Option to Enter into Ground Lease and on July 16, 2014, the City, as Lessor, and Lessee and Springwood Avenue Associates, LP as Lessor have entered into an Option Agreement to Enter into Ground Lease (the “**Option Agreement**”), wherein the Lessor would exclusively lease to Lessee that certain parcel of property described therein, together with all buildings, improvements, hereditaments and appurtenances thereto, located in the City of Asbury Park (the “**Property**”), for the development of sixty-four (64) housing units to be known as Renaissance Village; and,

WHEREAS, the Option Agreement was effective until December 31, 2015, upon the end of which, in the event that Lessor and Lessee have not executed the ground lease contemplated by the Option Agreement, then said Option Agreement would be null and void unless it is extended in writing by Lessor and Lessee; and,

WHEREAS, the Lessee was unsuccessful in obtaining “Second Round Sandy Funding” administered by the New Jersey Housing and Mortgage Finance Agency for Phase I of the Project and received an extension of the ground lease on July 23, 2016 effective until December 31, 2016

WHEREAS, Lessee was successful in obtaining “Third Round Sandy Funding” and other funding sources and will commence the project in the first quarter of 2017; and

WHEREAS, Lessor and Lessee desired to effectuate a six (6) month extension of the Option Agreement, such that said Option Agreement will remain effective until June 30, 2017 (the “**Extension Agreement**”) attached hereto as **EXHIBIT A**;

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, as follows:

1. The Mayor and Council hereby authorize and approve the Agreement to Extend the Option Agreement to Enter into Ground Lease, in substantially the form attached hereto as **EXHIBIT A** subject to additions, deletions, modifications or revisions deemed necessary and appropriate in consultation with Redevelopment Counsel.
2. The City Council hereby authorizes the City Manager, City Clerk, Redevelopment Counsel and other necessary City Officials to execute the Extension Agreement, and execute, deliver and accept the normal and customary documents in this regard and undertake all actions reasonably necessary to effectuate the aforementioned Extension Agreement and this Resolution.
3. This Resolution shall take effect immediately.

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. 2016-476 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CERTIFIED BY ME THIS 15th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK

AGREEMENT TO EXTEND THE OPTION AGREEMENT TO ENTER INTO GROUND LEASE

This AGREEMENT to Extend the Option Agreement to Enter into Ground Lease (the “**Extension Agreement**”) is dated as of this 8th day of July, 2015 (the “**Effective Date**”), by and between the **City of Asbury Park** (the “**City**” or “**Lessor**”), a public body corporate and politic of the State of New Jersey, having its offices at One Municipal Plaza, Asbury Park, NJ 07712, and **Springwood Avenue Associates, LP**, a New Jersey Limited Partnership (the “**Lessee**”), an affiliate entity of The Michaels Development Company I, LP, a New Jersey limited partnership and designated Redeveloper for the parcel specified in the Option Agreement, as defined below, having its offices at 3 E. Stow Road #100, Marlton, NJ 08053.

RECITALS:

WHEREAS, by Resolution adopted on July 2, 2014 the City authorized an Option to Enter into Ground Lease and on July 16, 2014, the City and Lessee entered into an Option Agreement to Enter into Ground Lease (the “**Option Agreement**”), attached hereto as **EXHIBIT A**, wherein the City, as Lessor, would exclusively lease to Lessee that certain parcel of property described therein, together with all buildings, improvements, hereditaments and appurtenances thereto, located in the City of Asbury Park (the “**Property**”), for the development of sixty-four (64) housing units to be known as Renaissance Village; and,

WHEREAS, the Option Agreement was effective until December 31, 2015, upon the end of which, in the event that Lessor and Lessee have not executed the ground lease contemplated by the Option Agreement, then said Option Agreement would be null and void unless it is extended in writing by Lessor and Lessee; and,

WHEREAS, the Lessee was unsuccessful in obtaining “Second Round Sandy Funding” administered by the New Jersey Housing and Mortgage Finance Agency for Phase I of the Project and received an extension of the ground lease on July 23, 2016 effective until December 31, 2016; and

WHEREAS, Lessee was successful in obtaining “Third Round Sandy Funding” and other funding sources and will commence the project in the first quarter of 2017; and

NOW, THEREFORE, the Parties hereby agree as follows:

WITNESSETH:

Wherein the Option Agreement, expires on December 31, 2016, and Lessor and Lessee desire to extend and continue said Option Agreement, it is provided that said Option Agreement shall be extended for an additional term of six (6) months, commencing upon the expiration of the original term and expiring on June 30, 2017.

Attachment: 1088 [Revision 1] (2016-476 : Springwood Associates Ground Lease extension to 2017)

The Option Agreement shall remain in full force and effect except to the limited extent set forth in this Extension Agreement.

Lessor and Lessee warrant that the person(s) signing this Extension Agreement is/are the persons authorized to sign such document and that all necessary actions have been taken to authorize such signatures.

IN WITNESS HEREOF, Lessor and Lessee have caused this Agreement to be duly signed and delivered.

**CITY OF ASBURY PARK,
LESSOR**

Witness: _____ **By:** _____
Michael Capabianco, City Manager

**SPRINGWOOD AVENUE ASSOCIATES, LP,
LESSEE**

Witness: _____ **By:** _____



**Asbury Park, New Jersey
ORDINANCE NO. 2016-53**

**AN ORDINANCE AMENDING CHAPTER XIII “PROPERTY IMPROVEMENT AND
NEIGHBORHOOD PRESERVATION – PROPERTY MAINTENANCE CODE”**

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 XIII “PROPERTY IMPROVEMENT AND NEIGHBORHOOD PRESERVATION” is hereby amended within the “Code of the City of Asbury Park, New Jersey” in order to revise Chapter XIII in its entirety, as follows:

13-100 PROPERTY MAINTENANCE CODE

SECTION 101 - SCOPE AND INTENT

101.1 Title and General.

These regulations shall be known as the 2015 International Property Maintenance Code (as amended herein) of the City of Asbury Park (the City), hereinafter referred to as "this Code."

This Chapter shall be read and documented as: Chapter - Section. For example, this section shall be documented as follows: 13-101.1.

101.2 Scope.

The provisions of this Code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

101.3 Intent.

This Code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

101.4 Severability.

If a section, subsection, sentence, clause or phrase of this Code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code.

SECTION 102 - APPLICABILITY**102.1 General.**

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this Code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this Code specify different requirements, the most restrictive shall govern.

102.2 Maintenance.

Equipment, systems, devices and safeguards required by this code or a previous regulation or Code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, owner's authorized agent, operator or occupant shall cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this Code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures and premises.

102.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and NFPA 70 or adopted State and local codes. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.

102.4 Existing remedies.

The provisions in this Code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and unsanitary.

102.5 Workmanship.

Repairs, maintenance work, alterations or installations that are caused directly or indirectly by

the enforcement of this Code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instructions.

102.6 Historic buildings.

The provisions of this Code shall not be mandatory for existing buildings or structures designated as historic buildings, where such buildings or structures are judged by the Code Official to be safe and in the public interest of health, safety and welfare.

102.7 Referenced codes and standards.

The codes and standards referenced in this Code shall be those that are listed in Section 9 and considered part of the requirements of this Code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

102.7.1 Conflicts.

Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

102.7.2 Provisions in referenced codes and standards.

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.8 Requirements not covered by code.

Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

102.9 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.10 Severability clause

If any provision of this Code, or any application of any provision, is held invalid, the invalidity shall not affect other applications of the provision, or other provisions of this Code, which reasonably can be given effect despite the invalidity.

102.11 Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

SECTION 103 -- ADMINISTRATION AND ENFORCEMENT**103.1 General.**

The Department of Property Improvement and Neighborhood Preservation and Code Enforcement is hereby created and the executive official in charge thereof shall be known as the code official.

103.2 Appointment.

The code official shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies.

May be appointed in accordance with the prescribed procedures of this jurisdiction.

103.4 Liability.

The code official, member of the board of appeals or employee charged with the enforcement of this Code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this Code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

103.4.1 Legal defense.

Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

103.5 Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as authorized as per City Ordinance.

103.6 Inspections.

A. Property Maintenance Code. The City of Asbury Park shall have the right to conduct inspections on all structures that come within this article. All inspections conducted pursuant to this article shall be performed in accordance with the procedures set forth in the 2015 International Property Maintenance Code of the City of Asbury Park, with the exception that any inspections conducted pursuant to the Uniform Fire Code shall be performed in accordance with the provisions set forth in the Uniform Fire Code and any inspection under the Hotel and Multiple Dwelling Law shall be performed in accordance with the N.J. Hotel and Multiple Dwelling Law.

B. Certificate of Rental Compliance. No person, agency, corporation, partnership, firm, company, owner, real estate agent, broker or any other individual shall hereafter rent, lease or sublet to another or allow any person or persons to live in or occupy as a tenant or otherwise or suffer or permit any change in occupancy or use of any building, dwelling or dwelling unit or part thereof, as the owner of said premises or on behalf of the owner of said premises, without first obtaining from the Department of Neighborhood Preservation and Code Enforcement, a Certificate of Rental Compliance stating that at the time of the proposed rental lease or subletting, the premises complied with all applicable ordinances of the City of Asbury Park. The specific requirements for inspections for Rental Compliance are set forth in detail in Section 104 et seq. of this Code.

C. Certificate of Resale Compliance for all Real Property at Time of Sale and Transfer of Title. No person, agency, corporation, partnership, firm, company, owner, real estate agent, broker or any other individual shall hereafter sell or transfer title to real property to another, or otherwise permit any change in occupancy or use of any building, dwelling or dwelling unit or part thereof in conjunction with the transfer of title to said premises, as the owner of said premises or on behalf of the owner of said premises, without first obtaining from the Department of Neighborhood Preservation and Code Enforcement, a Certificate of Resale Compliance stating that at the time of the proposed sale or transfer of title, the premises complied with all applicable ordinances of the City of Asbury Park.

D. In the event the owner or lessor of a premises fails to correct a nuisance, defect or other violation, following proper notice of same, the City of Asbury Park may take all necessary and appropriate actions to abate said nuisance, correct said defect or violation or put said premises in proper condition in accordance with state laws and local ordinances at the cost of the owner of lessor. Pursuant to N.J.S.A. 40:48-2.12(f), the cost expended by the municipality for such purpose shall be charged to the owner or lessor and shall become a lien against said premises as provided by law.

103.7 Procedures.

A. Property Maintenance Code. All inspections conducted pursuant to this article shall be performed in accordance with the procedures set forth in the 2015 International Property Maintenance Code of the City of Asbury Park, with the exception that any inspections conducted pursuant to the Uniform Fire Safety Act shall be performed in accordance to said Act and any inspections pursuant to the N.J. Hotel and Multiple Dwelling Law shall be conducted in accordance and procedures set forth therein.

B. Certificate of Rental Compliance. The Department of Neighborhood Preservation and Code Enforcement shall make available appropriate application forms for Certificate of Rental Compliance in its' office, and/or by any other means available. These forms shall be obtained and completed by the owner, agent, or broker of each such rental property and individual rental unit therein. All required inspections shall be completed as evidenced by the issuance of a Certificate of Rental Compliance before the continued occupancy of the rental property or individual unit in a rental property occurs, and in accordance with the requirements of Section 104 of this Code, below. The landlord shall make application for an inspection under this section at least ten (10) business days prior to the intended new tenancy/occupancy, or the expiration of the current Certificate of Rental Compliance, whichever is sooner, and the certificate of rental compliance shall be issued before a new tenancy or change in occupancy is permitted. The Department of Neighborhood Preservation and Code Enforcement shall make an inspection and issue a certificate of compliance, if the dwelling unit complies with the 2015 International Property Maintenance Code of the City of Asbury Park.

C. Certificate of Resale Compliance for all Real Property at Time of Sale and Transfer of Title. The Department of Neighborhood Preservation and Code Enforcement shall make available appropriate application forms for a Certificate of Resale Compliance in its' office, and/or by any other means available. It is the responsibility of the seller, the seller's real estate agent or broker, to apply to the Department of Neighborhood Preservation and Code Enforcement, not more than thirty (30) days, nor less than (10) days prior to the expected date of sale, for inspection by the Code Official or housing inspector. If such inspection indicates that the building is in compliance with the provisions of the 2015 International Property Maintenance Code of the City of Asbury Park, a Certificate of Resale Compliance is issued to the applicant. If the building is not in compliance, a list of existing deficiencies and violations is provided to the seller who shall correct them prior to closing of title in the sale.

- 1) The buyer of a property for which a Certificate of Resale Compliance is required may elect to make the corrections necessary to obtain the Certificate of Resale Compliance required hereunder. In that event, upon delivery to the code official of a written Letter of Intent, signed by the buyer(s), with their signatures being notarized, indicating their agreement for making all such necessary repairs to bring the property into compliance within a time acceptable to the city, then a Conditional Certificate of Resale Compliance may be issued. In no event is the time period permitted for the buyer(s) to make repairs after sale to be greater than six months.

D. The Certificate of Resale Compliance, as set forth above, shall be valid for a period of thirty (30) days from the date of issue. At the end of the thirty (30) days, the Certificate of Resale Compliance shall expire, and a new application and inspection must be submitted and obtained prior to closing of title on the sale of the property may occur.

E. Violations of any requirement of this chapter must be corrected by the owner of the unit/property before the issuance of a Certificate of Rental or Resale Compliance. The responsibility for correction of a violation, except in the case of a rental, may be assumed by the

buyer, with the written notification and approval of the seller, buyer and Department of Neighborhood Preservation and Code Enforcement.

F. Failure by seller to apply for and/or obtain a Certificate of Resale Compliance prior to transfer of title, or failure of a buyer to complete agreed-upon repairs within the time deemed acceptable by the City, constitutes a violation of this chapter. Both the seller and buyer shall be in violation of this Code, in the event a closing of title on the sale of property occurs without first obtaining a Certificate of Resale Compliance, in accordance with the procedures in this Code.

G. In no event shall the issuance of a Certificate of Rental or Resale Compliance pursuant to this Code be considered the same as, or a substitute for, a Certificate of Occupancy under the New Jersey Uniform Construction Code, N.J.A.C. 52:27D-119 et seq., as required in Chapter XII of this Code.

SECTION 104 -- RENTAL REGULATIONS AND REGISTRATION OF RENTAL PROPERTIES AND LANDLORDS. RESERVED

SECTION 105 - DUTIES AND POWERS OF THE CODE OFFICIAL

105.1 General.

The code official is hereby authorized and directed to enforce the provisions of this code. The code official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

105.2 Inspections.

The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

105.3 Right of entry.

In accordance with State and case law, where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the code official, or a code officer in this Department, is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied the code official or officer shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner, owner's authorized agent or other person having charge or

control of the structure or premises and request entry. If entry is refused, the code official shall have recourse to the remedies provided by law to secure entry.

105.4 Identification.

The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

105.5 Notices and orders.

The code official shall issue all necessary notices or orders to ensure compliance with this code.

105.6 Department records.

The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 106 - APPROVAL

106.1 Modifications.

Existing State of New Jersey law, code, regulations and rules shall govern required repairs. In most circumstances, the repairs will be completed under the auspices of the applicable Construction or subcode official (for example: Fire or electrical subcode official and the regulations that govern them). The Construction or subcode official will have jurisdiction over the permitting and repair process. Whenever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases upon application of the owner or owner's authorized agent, provided the code official shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

106.2 Alternative materials, methods and equipment.

Existing State of New Jersey law, code, regulations and rules shall govern required repairs. In most circumstances, the repairs will be completed under the auspices of the applicable Construction or subcode official (for example: Fire or electrical subcode official and the regulations that govern them). The Construction or subcode official will have jurisdiction over the permitting and repair process. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the Construction official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

Where the alternative material, design or method of construction is not approved, the code official shall respond in writing, stating the reasons the alternative was not approved.

106.3 Required testing.

Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Construction official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

106.3.1 Test methods.

Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Construction official shall be permitted to approve appropriate testing procedures performed by an approved agency.

106.3.2 Test reports.

Reports of tests shall be retained by the code official for the period required for retention of public records.

106.4 Used material and equipment.

The use of used materials that meet the requirements of this Code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and approved by the Construction official.

106.5 Approved materials and equipment.

Materials, equipment and devices approved by the Construction official shall be constructed and installed in accordance with such approval.

106.6 Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

SECTION 107 -- VIOLATIONS

107.1 Unlawful acts.

It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this Code.

107.2 Notice of violation.

The code official shall serve a notice of violation or order in accordance with Section 108.

107.3 Prosecution of violation.

Any person failing to comply with a notice of violation or order served in accordance with Section 108 of this Code shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

107.4 Violation penalties.

Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a new and separate offense.

107.5 Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

SECTION 108 -- NOTICES AND ORDERS**108.1 Notice to person responsible.**

Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 108.2 and 108.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

108.2 Form.

Such notice prescribed in Section 108.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.

3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this Code.
5. Inform the property owner or owner's authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 107.3.

108.3 Method of service.

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified and first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

108.4 Unauthorized tampering.

Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

108.5 Penalties.

Penalties for noncompliance with Orders and Notices shall be as set forth in Section 107.3

108.6 Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation. The Department of Neighborhood Preservation and Code Enforcement shall create, maintain and update forms to comply with this section from time-to-time.

108. 7 Notice Requirements.

a. *Five Day Notice Period.* A minimum five (5) day notice period prior to the issuance of the Summons for the following violation:

1. Transfer of Title Without Disclosure to purchaser of existing Violations.

b. *Forty-Eight Hour Notice Period.* A minimum forty-eight (48) hour notice period prior to the issuance of a Summons for the following violations:

1. Failure to remove weeds or plant growth deemed as a nuisance, in the discretion of the Code Official or officer
2. Any other items or violations in the discretion of the Code official or officer, deemed compliant with this section.

c. *No Notice Required.* No notices of violation shall be required prior to the issuance of a Summons for the following violations:

1. failure to provide Required Utilities (Water)
2. failure to provide Required Utilities (Electric and Heat)
3. failure to obtain a Certificate of Occupancy before Occupancy or Transfer of Title prior to closing of title
4. Trash at curb on days when pickup is not scheduled and not in compliance with the Solid Waste chapter of the City Code
5. Failure to provide proper Snow removal.
6. Prohibited occupancy of a placarded structure;
7. Sanitation (exterior property and premises to be maintained clean and sanitary);
8. Grass, Weeds and plant growth in excess of 10 inches;
9. accumulations of garbage or rubbish;
10. failure to provide clean, sanitary disposal of rubbish in a container;
11. failure to provide clean, sanitary disposal of garbage in a container;
12. overcrowding;
13. occupying non-habitable spaces for sleeping purposes;
14. failure to maintain a safe, unobstructed means of egress;
15. accumulations of trash, rubbish or other materials blocking egress;
16. tampering with a smoke or carbon monoxide detector;
17. failure to provide operable smoke and carbon monoxide systems at all times;
18. Any other items or violations deemed compliant with this section, which, in the discretion of the Code official or officer, affect the health or safety concerns of the citizens.

SECTION 109 -- UNSAFE STRUCTURES AND EQUIPMENT

109.1 General.

When a structure or equipment is found by the Code Official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this Code.

109.1.1 Unsafe structures.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

109.1.2 Unsafe equipment.

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

109.1.3 Structure unfit for human occupancy.

A structure is unfit for human occupancy whenever the Code Official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, roach, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this Code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

109.1.4 Unlawful structure.

An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this Code, or was erected, altered or occupied contrary to law.

109.1.5 Dangerous structure or premises.

For the purpose of this Code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

109.2 Closing of vacant structures.

If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the

premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

109.2.1 Authority to disconnect service utilities.

The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner or owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner, owner's authorized agent or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

109.3 Notice.

Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

109.4 Placarding.

Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

109.4.1 Placard removal.

The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

109.5 Prohibited occupancy.

Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate

placarded equipment, and any or person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

109.6 Abatement methods.

The owner, owner's authorized agent, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

109.7 Record.

The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

SECTION 110 -- EMERGENCY MEASURES

110.1 Imminent danger.

When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

110.2 Temporary safeguards.

Notwithstanding other provisions of this Code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

110.3 Closing streets.

When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized. The Code Official shall immediately contact the Chief of Police (or highest ranking officer), Fire Chief and the City Manager.

110.4 Emergency repairs.

For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible. This work shall be then liened against the property as to ensure complete reimbursement.

110.5 Costs of emergency repairs.

Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

110.6 Hearing.

Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 111 - DEMOLITION**111.1 General.**

The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond six months, unless approved by the Construction official.

111.2 Notices and orders.

Notices and orders shall comply with Section 108.

111.3 Failure to comply.

If the owner of a premises or owner's authorized agent fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

111.4 Salvage materials.

When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state. All sales of materials shall be in accordance with the Local Public Contracts Law or Court Order.

SECTION 112 -- MEANS OF APPEAL

112.1 Application for appeal.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the court of competent jurisdiction.

SECTION 113 -- STOP WORK ORDER

113.1 Authority.

Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

113.2 Issuance.

A stop work order shall be in writing and shall be given to the owner of the property, to the owner's authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

113.3 Emergencies.

Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

113.4 Failure to comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less or more than established by Ordinance.

SECTION 200 - DEFINITIONS

SECTION 201 - GENERAL

201.1 Scope.

Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability.

Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the code of the State of New Jersey, the New Jersey Uniform Construction Code, the International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Zoning Code, NFPA 70, or local definition, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined.

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts.

Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit," "housekeeping unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 202 - GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

APPROVED. Acceptable to the code official.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative; such as inspectors. Commonly referred to as: Director of the Department of Neighborhood Preservation

CONDEMN. To adjudge unfit for occupancy.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a code official, the governing body or board of appeals.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

HISTORIC BUILDING

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets

for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

MANUFACTURER RECOMMENDATION. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying how they are to be properly installed, maintained, etc.

NEGLECT. The lack of proper maintenance for a building or structure.

OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER. Any person, agent, operator, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.

PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

REPAIRS; EMERGENT - COMPLETING OF. Any repairs authorized by a third party and in accordance with the Local Public Contracts Law, by the code official or other authorized City representative who shall have the power to lien a property;

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper,

rag, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 13 - SECTION 300

GENERAL REQUIREMENTS

CHAPTER 13 - SECTION 301-- GENERAL

301.1 Scope.

The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility.

The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter.

Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land.

Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely

affect the public health or safety.

301.4 Manufacturer Recommendation

All equipment, materials or products to which have been affixed a label, seal, symbol or other identifying how they are to be properly installed, maintained, etc.

301.5 More Stringent Regulation(s) to Apply - Code Enforcement

All other ordinances or parts of ordinances, or rules, regulations, etc., in conflict herewith with regards to Code Enforcement activities are hereby repealed to the extent of such consistency, except where such other ordinances or parts of ordinances provide for a higher or more stringent standard, in which event, that higher or more stringent standard shall apply.

301.5 More Stringent Regulation(s) to Apply - Other Code

All other ordinances or parts of ordinances, or rules, regulations, etc., in conflict herewith with regards to other Federal, State, County or local are hereby repealed to the extent of such consistency, except where such other ordinances or parts of ordinances provide for a higher or more stringent standard, in which event, that higher or more stringent standard shall apply. Nothing shall permit the code official to write a corrective action notice or citation based upon these codes

301.5 Willful Damage

Willful Damage. Every occupant shall be liable for willfully or maliciously causing damage to any part of the premises that results in a violation of this code. Any adult occupant shall be responsible and liable for any violation of this code caused by minors under their care or custody occupying the same unit of dwelling space, if the violations were permitted to continue with the knowledge or acquiescence or consent of the adult member.

SECTION 302 -- EXTERIOR PROPERTY AREAS

As used in this section:

Trash or debris shall mean and include the following:

Automobile left standing in an unlicensed and unusable state or condition, or parts thereof left outside of an enclosed garage, scraps of metal, wood, pieces of stone, cement, cans, bottles, scrap paper, or a combination thereof, left in such a condition as to create an unsightly, unhealthful, unsafe, or unsanitary condition, or in such manner as would constitute a fire or health hazard.

302.1 Sanitation.

Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition, free of trash or debris.

302.2 Duties of Owners and Tenants.

It shall be the duty of any owner or tenant or person in possession of any lands in the City:

- a. To keep such lands free of brush, weeds, dead and dying trees, stumps, roots, obnoxious growths, filth, garbage, trash and debris, where the same are inimical to the preservation of public health, safety or general welfare of the City, or which may constitute a fire hazard;
- b. Where the lands abut or border upon any public street or alley in the City, to remove all grass, weeds, brush and other debris from that part of the street or alley bordering on their respective lands.

302.3 Grading and drainage.

Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 (a) Filling of Land to Grade.

It is hereby declared to be the duty of the owner or owners of any and all lots in this City to fill and cause each and every lot to be maintained properly filled to grade at all times. This requirement shall apply to vacant lands, areas of lands not plotted into lots and lots upon which improvements are erected.

302.4 Sidewalks and driveways.

Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous.

302.5 Weeds.

Premises and exterior property shall be maintained free from weeds or plant growth in excess of six inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. A bill may be sent or a lien placed upon said property.

Upon mailing date of the notice of violation, owner or agent having charge of a property to cut and destroy weeds after service, the owner shall have one calendar week to abate the issue and then the City shall be authorized to enter the property. A bill may be sent or a lien placed upon said property.

302.6 Rodent harborage.

Structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes that will not be injurious to human health.

302.6(1) Rodent harborage - continuous maintenance

After pest elimination as per Section 302.5, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

302.7 Exhaust vents.

Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.8 Accessory structures.

Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.9 Motor vehicles.

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

a. Automobile(s) left standing in an unlicensed and unusable state or condition, or parts thereof left outside of an enclosed garage, so as to be accessible to children, rodents, vermin, or insect pests, or in such condition or location as to create an unsightly appearance to neighboring property owners or the general public are prohibited.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

b. No trailer of any size for vehicle repair which provides enclosed storage shall be parked, kept or stored on any premises. This prohibition shall not apply to trash, refuse or recycling containers or to any trailer owned by the municipality or being used in connection with any temporary

function, including a circus or carnival, which is approved by the municipality.

302.10 Defacement of property.

No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

302.10.1 GRAFFITI ABATEMENT.

302.10.2 Purpose and Intent.

The City Council of the City of Asbury Park finds graffiti on public or private property a blighting element, which leads to depreciation of the value of property that has been targeted by such vandalism and depreciates the value of the adjacent and surrounding properties to the extent that graffiti creates a negative impact upon the entire City.

The City Council finds and determines that graffiti is obnoxious and a public nuisance, and must be eliminated by means of prevention, education and abatement to avoid the detrimental impact of such graffiti on the City and its residents, and to prevent the further spread of graffiti.

The purpose and intent of the City Council, through the adoption of this section, is to provide additional enforcement tools to protect public and private property from acts of vandalism and defacement. It is the further intent of the City Council, through the adoption of this section, to provide notice to all of those who disregard the property rights of others, that the law enforcement agencies of the City, the Departments of Code Enforcement and Neighborhood Preservation and the City Attorney, will strictly enforce the law and vigorously prosecute those persons engaging in violations of this section.

302.10.3 Definitions.

Aerosol paint container shall mean any aerosol container, which is adapted or made for the purpose of spraying paint or other substance capable of defacing property.

Felt-tip marker shall mean any tipped style marker or similar implement with a tip which, at its broadest width, is one-eighth (1/8) inch, or greater.

Graffiti shall mean any unauthorized inscribing, word, figure, or design which is marked, etched, scratched, drawn, painted, pasted or otherwise affixed to or on any surface, regardless of the nature of the material of that structural component, to the extent the same was not authorized in advance by the owner thereof, or despite advance authorization, is otherwise deemed by the City Council to be a public nuisance.

Graffiti implement shall mean an aerosol paint container, a felt tip marker, or any other device containing any solution or substance capable of being used to leave a visible mark at least one-eighth (1/8) of an inch in width upon any surface.

302.10.4 Declaration of Nuisance.

a. The City Council hereby declares and finds graffiti to be a nuisance subject to abatement according to the provisions and procedures herein contained and as authorized by New Jersey Statutes N.J.S.A. 40:48-1 et seq.

b. The existence of any surface of a structure on any privately owned parcel of land which has been defaced with graffiti after removal more than five (5) times in twelve (12) months is hereby deemed to be a nuisance, and may be abated by the City by order of the City Council requiring modifications thereto, or to the immediate area surrounding same. Such modifications may include, but are not limited to retrofitting of such surfaces at the expense of the property owner(s) of said lot, with such features or qualities as may be established by the City as necessary to reduce the attractiveness of the surface for graffiti, or as necessary to permit more convenient, expedient or efficient removal of graffiti therefrom.

302.10.5 Graffiti Prohibited.

a. No person shall place graffiti or other writing upon any public or privately owned tree or structures including, but not limited to, buildings, walls, fences, poles, sidewalks and signs, ("structures" hereinafter in this section) located within the City. It shall also be unlawful for any person to apply or affix any adhesive backed label, sticker, "bumper sticker" or similar item, to any tree or structure not owned or lawfully possessed by such person.

b. No person owning or otherwise in control of any real property within the City shall permit or allow any graffiti to be placed upon or remain on any structure located on such property.

302.10.6 Possession of Graffiti Implements by Minors Prohibited.

Possession of any graffiti implement by any person under the age of eighteen (18) years with the intent to deface property while upon public or private property shall be unlawful unless that minor has received the consent of the owner of such private property whose consent to such possession and presence is given in writing in advance or unless that minor is accompanied by and under the supervision of a parent or legal guardian. This provision shall not apply to the possession of felt tip markers by minors attending, or traveling to or from a school at which the minor is enrolled, if the minor is participating in a class at said school, which formally requires possession of such felt tip markers. The burden of proof in any prosecution for violation of this subsection shall be upon the minor student to establish the need to possess a felt tip marker.

302.10.7 Possession of Graffiti Implements Prohibited in Designated Public Places.

Possession of any graffiti implement by any person under the age of eighteen (18) years with the intent to deface property while in any public park, playground, swimming pool, recreational facility, or while in or within ten (10) feet of an underpass, bridge abutment, storm drain, or other similar type of infrastructure not normally used by the public shall be unlawful except as may be authorized by the City or unless that minor is accompanied by and under the supervision and control of a parent or legal guardian.

302.10.8 Accessibility to Graffiti Implements Prohibited.

Furnishing of Graffiti Implements to Minors Prohibited. It shall be unlawful for any person, other than a parent or legal guardian, to sell, exchange, give, loan, or otherwise furnish, or cause or permit to be exchanged, given, loaned, or otherwise furnished, any graffiti implement to any minor without the consent of the parent or lawful guardian which consent shall be given in advance in writing.

302.10.9 Right of City to Require Removal.

a. In the event graffiti is found, the City shall provide the owner of record written notice of an order to remove said graffiti by certified mail and regular mail, which order shall afford the owner the opportunity to remove the graffiti within sixty (60) days of the date that the notice is sent, however, any government agency or department shall be afforded one hundred twenty (120) days from the date that the notice is sent to remove graffiti from property owned by the agency or department.

b. The City's order to remove shall contain a form to be utilized by a property owner to inform the City that the graffiti has been removed and shall contain a certification stating that by affixing a signature to the form indicating that the graffiti has been removed, the owner is certifying that the facts set forth therein are true and that the certification shall be considered as if made under oath and subject to the same penalties as provided by law for perjury.

302.10.10 Response to Order to Remove Graffiti from Property Owner.

A property owner who has been ordered to remove graffiti shall respond to the City by personal delivery or certified mail:

- a. Any objection to the order, within thirty (30) days of the date of the order;
- b. Notice that the graffiti has been removed, within sixty (60) days of the date of the order, or in the case of the State Department of Transportation, within one hundred twenty (120) days of the date of the order.

302.10.11 Objection to Order to Remove Graffiti.

A property owner who objects to an order to remove graffiti may institute an action challenging the order before a court of competent jurisdiction within forty five (45) days of the date of the order.

302.10.12 Failure to Comply with Order to Remove Graffiti.

a. If a property owner does not undertake the removal of graffiti within sixty (60) days of the date of the order, or in the case of the Department of Transportation, within one hundred twenty (120) days of the date of the order, unless an action challenging the order to remove graffiti is still pending, the City may remove the graffiti from that property and present the property owner

with a detailed itemization of the costs incurred by the City, by certified mail and regular mail, for reimbursement from the property owner.

b. Whenever the City undertakes the removal of graffiti from any building, structure or other exposed surface, the City Council, in addition to assessing the cost of removal as municipal lien against the premises, may enforce the payment of such assessment, together with interest, as a debt of the owner of the property and may authorize the institution of an action at law for the collection thereof. The Superior Court shall have jurisdiction of any such action.

302.10.13 Right of City to Remove.

a. Whenever the City becomes aware, or is notified and determines that graffiti is so located on public or privately owned property viewable from a public or quasi-public place within the City, the City shall be authorized to use public funds for the removal of same, or for the painting or repairing of same, but shall not authorize or undertake to provide for the painting or repair of any more extensive area than that where the graffiti is located, unless the City Manager, or designee, determines in writing that a more extensive area is required to be repainted or repaired in order to avoid aesthetic disfigurement to the neighborhood or community, or unless the responsible party agrees to pay for the costs of repainting or repairing the more extensive area. Refer to 302.10.10.

b. *Right of Entry on Private Property.*

1. Securing Owner Consent. Prior to entering upon private property or property owned by a public entity other than the City, for the purposes of removal of graffiti, the City shall attempt to secure the consent of the responsible party, and a release of the City from liability for private or public property damage.

2. Failure to Obtain Owner Consent. If a responsible party fails to remove the offending graffiti within the time herein specified, or if the City shall have requested consent to remove or paint over the offending graffiti and the responsible party shall have refused consent for entry on terms acceptable to the City consistent with the terms of this subsection, the City may commence abatement and cost recovery proceedings for the removal of the graffiti pursuant to the nuisance abatement authority granted by the State of New Jersey, which authority includes the recovery of all costs incurred by the City in abating graffiti and recordation of lien as to affected property.

302.11 Snow Removal.

All snow shall be removed within 24 hours from the termination of the snow event and within 48 hours if a State of Emergency has been declared. No snow shall be deposited within the Right-of-Way or within a City owner roadway or alley.

302.12 Placement of dumpsters.

All dumpsters shall be set upon plywood to protect the surface against ruts. This applies to dumpsters on private property, a roadway, alley, or within the right-of-way. A property owner's use of a dumpster is subject to the requirements of Ordinance 3-15.1 et seq.

302.13 Trees and root systems

Trees shall be maintained to a good visual standard or in accordance with ANSI standards. All tree roots shall not impede or damage existing infrastructure such as sidewalks or fences.

302.14 Order to Remove.

Whenever any Code Official or Inspector, Police Officer or Special Police Officer deems it necessary and expedient for the preservation of the public health, safety, general welfare, or the elimination of a fire hazard, or upon investigation of a complaint of any resident, officer or employee of the City, he may order the owner, tenant or person in possession of any lands on which any brush, grass, weeds, dead and dying trees, stumps, roots, obnoxious growths, filth, garbage, trash or other debris are found to exist, to remove same within three (3) days or to cause the removal thereof if the order is not complied with.

302.15 Service of Notice.

After an investigation of a complaint of any resident, officer or employee of the City, or upon his own motion, any City Code Official or Inspector, Police Officer or Special Police Officer or other City Official appointed or directed by the City Manager (or designee) shall proceed with regard to the manner of service of notice to remove the contents thereof as provided in Section 107 et seq. herein.

302.16 Removal by City; Costs Established as a Lien.

In the event the owner, tenant or person in possession of the lands in question refuses or neglects to abate or remedy the condition complained of within three (3) days after receipt of notice, any City Code Official or Inspector, Police Officer or Special Police Officer may cause the condition complained of to be abated and remedied by referral to the City Department of Public Works, which Department shall then certify the cost thereof to the City Tax Collector, who shall cause the cost as shown thereon to be charged against the lands. The amount so charged shall forthwith become a lien upon such lands and shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, which shall be collected and enforced by the Tax Collector in the same manner as taxes. Costs shall be in addition to any penalties imposed for a violation of this section.

In the event that the order for removal of trash or debris is as a result of the trash or debris being located on the City right-of-way and the owner, tenant or person in possession of the lands in question refuses or neglects to abate or remedy the condition complained of within forty-eight (48) hours after receipt of notice, any City Code Official or Inspector, Police Officer or Special Police Officer may cause the condition complained of to be abated and remedied by referral to the City Department of Public Works, which Department shall then certify the cost thereof to the City Tax Collector, who shall cause the cost as shown thereon to be charged against the lands. The amount so charged shall forthwith become a lien upon such lands and shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, which shall be collected and enforced by the Tax Collector in the same manner as taxes. Costs shall be in addition to any penalties imposed for a violation of

this section.

a. *Violations and Penalties.* All violators of this section shall be subject to a penalty of no less than two hundred fifty (\$250.00) dollars for each violation or thirty (30) days community service or both.

Each and every day in which a violation of this section exists shall constitute a separate violation subject to a penalty.

302.17 Exceptions.

The provisions of this section shall not apply to a regular established and licensed business known as a towing operator's storage yard, which business is subject to the special regulations provided in the City Code.

302.18 CLEAR VIEW AT INTERSECTIONS.

302.18.1 Height Restricted.

It shall be the responsibility of any owner, tenant or occupant of any parcel of land within the City to cut all brush, hedges and other plant life growing within ten (10) feet of any roadway and within twenty-five (25) feet of any intersection of two (2) roadways, to a height of not more than two and one-half (2 1/2) feet provided such shall be necessary and expedient for the preservation of the public safety. The owner, tenant or occupant shall have ten (10) days after notice to cut the same.

302.18.2 Inspection and Determination by City.

At least once in each calendar year the Department of Neighborhood Preservation may examine all roadways in the City and make a determination of each parcel of land where it is necessary and expedient for the preservation of the public safety to have any brush, hedges or other plant life cut in accordance with this section of the provisions of N.J.S.A. 40:48-2.26 and 40:48-2.27.

302.18.3 Notice to Remove.

When the Department of Neighborhood Preservation ascertains that there is a parcel of land on which exist the conditions described in this section, it shall cause notice to be given to the owner, tenant or occupant of the land to cut the brush, hedges or other plant life within ten (10) days after the notice is given. The notice shall be given in writing, either personally or by the United States certified mail. If neither method of giving notice is possible or practical, notice may be given by posting it in a prominent place on the parcel of land.

302.18.4 Removal by City; Cost Established as Lien.

If the owner, tenant or occupant fails to cut the brush within ten (10) days, the Public Works Director shall direct a City employee or arrange for an independent contractor, to cut the brush,

hedges or other plant life. Where such cutting is done by the Public Works Director, or any other person, or under his direction, he shall certify the cost thereof to the City Tax Collector who shall cause the cost as shown thereon to be charged against the land. The amount so charged shall forthwith become a lien upon the lands and shall be added to and become and form part of the taxes next to be assessed and levied upon the lands, the same to bear interest at the same rate as other taxes and shall be collected and enforced by the same officers and in the same manner as taxes.

SECTION 303

SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools.

Swimming pools shall be maintained in a clean and sanitary condition, and in good repair. All pools shall comply with existing zoning code and other State and local statutes; the stricture regulation shall apply.

303.2 Enclosures.

Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is not less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 304

EXTERIOR STRUCTURE

304.1 General.

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the New Jersey Uniform Construction Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

14. Other items deemed in accordance with this section:

Exceptions:

1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the Construction official.

304.2 Protective treatment.

Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.3 Premises identification.

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 3 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm). Additional or more stringent State regulations may apply; the more stringent regulations shall be the governing regulations.

304.4 Structural members.

Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls.

Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls.

Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features.

Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions.

Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies.

Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers.

Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing.

Glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows.

Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens.

Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

304.15 Doors (exterior).

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways.

Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water. Handles shall be in good working order.

304.17 Guards for basement windows.

Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents or the elements.

304.18 Building security.

Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

304.18.1 Doors (interior).

Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented,

leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows.

Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways.

Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates.

Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305

INTERIOR STRUCTURE

305.1 General.

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to

foundations is not capable of resisting all nominal loads or load effects;

3. Structures or components thereof that have reached their limit state;

4. Structural members are incapable of supporting nominal loads and load effects;

5. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

- Where substantiated otherwise by an approved method.
- Demolition of unsafe conditions shall be permitted when approved by the code official.

305.2 Structural members.

Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces.

Interior surfaces, including windows, walls, and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces.

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.5 Handrails and guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors.

Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

305.7 Cabinets and/or shelves

Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils and of food that, under ordinary summer conditions, does not require refrigeration for safe keeping; and a counter or table for food preparation are required. All cabinets and/or shelves and counter or table shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or harmful effect on food.

SECTION 306

COMPONENT SERVICEABILITY

306.1 General.

The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions.

Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the, existing State or local laws or regulations, International Building Code or the International Existing Building Code as required for existing buildings:

1. Soils that have been subjected to any, but not limited to, the following conditions:

- 1.1. Collapse of footing or foundation system;
- 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
- 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
- 1.4. Inadequate soil as determined by a geotechnical investigation;
- 1.5. Where the allowable bearing capacity of the soil is in doubt; or
- 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.

2. Concrete that has been subjected to any, but not limited to the following conditions:

- 2.1. Deterioration;
- 2.2. Ultimate deformation;
- 2.3. Fractures;
- 2.4. Fissures;

- 2.5. Spalling;
- 2.6. Exposed reinforcement; or
- 2.7. Detached, dislodged or failing connections.
- 2.8. Cracking

3. Aluminum that has been subjected to any, but not limited to the following conditions:

- 3.1. Deterioration;
- 3.2. Corrosion;
- 3.3. Elastic deformation;
- 3.4. Ultimate deformation;
- 3.5. Stress or strain cracks;
- 3.6. Joint fatigue; or
- 3.7. Detached, dislodged or failing connections; or
- 3.8. Cracking

4. Masonry that has been subjected to any, but not limited to the following conditions:

- 4.1. Deterioration;
- 4.2. Ultimate deformation;
- 4.3. Fractures in masonry or mortar joints;
- 4.4. Fissures in masonry or mortar joints;
- 4.5. Spalling;
- 4.6. Exposed reinforcement; or
- 4.7. Detached, dislodged or failing connections; or
- 4.8. Cracking

5. Steel that has been subjected to any, but not limited to the following conditions:

- 5.1. Deterioration;
- 5.2. Elastic deformation;
- 5.3. Ultimate deformation;
- 5.4. Metal fatigue; or
- 5.5. Detached, dislodged or failing connections; or
- 5.6. Cracking

6. Wood that has been subjected to any of, but not limited to, following conditions:

- 6.1. Ultimate deformation;
- 6.2. Deterioration;
- 6.3. Damage from insects, rodents and other vermin;
- 6.4. Fire damage beyond charring;
- 6.5. Significant splits and checks;
- 6.6. Horizontal shear cracks;
- 6.7. Vertical shear cracks;
- 6.8. Inadequate support;

- 6.9. Detached, dislodged or failing connections; or
- 6.10. Excessive cutting and notching.

Exceptions:

Where substantiated otherwise by an approved method.

Demolition of unsafe conditions shall be permitted where approved by the code official.

SECTION 307**HANDRAILS AND GUARDRAILS****307.1 General.**

Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: Guards shall not be required where exempted by the adopted building code.

SECTION 308**RUBBISH AND GARBAGE****308.1 Accumulation of rubbish or garbage.**

Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

308.2 Disposal of rubbish.

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

308.2.1 Rubbish storage facilities.

The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

308.2.2 Refrigerators.

Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.

308.3 Disposal of garbage.

Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

308.3.1 Garbage facilities.

The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leak proof, covered, outside garbage container.

308.3.2 Containers.

The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leak proof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

308.3.3 Containers - Standards.

All items to be collected from curbside will be placed at curbside in upright container, plastic bags, tied in bundles, or otherwise contained so as to not be loose - in no case shall any container, bag or bundle exceed 60lbs in weight or 55 gallons. Items secured in bundles (i.e. branches, wood, hedge clippings, carpeting) shall not exceed 4ft in length. Household furniture placed at curb shall not exceed 120lbs. Household odds and ends (i.e. a door, shutter, and window) shall not exceed 120lbs.

Quantity to be collected from residential and non-residential premises per pickup day shall conform to the following:

1. Type 10 Household Trash - Not more than five containers and/or bags per dwelling unit and non-residential establishment, per pickup day - Total aggregate per dwelling unit or non-residential establishment not to exceed 300 lbs.
2. Type 13 Bulk Waste - No more than three large items - total aggregate of items, bags, bundles or containers not to exceed 360 lbs per dwelling unit or non-residential establishment, per pickup day. For premises having more than one dwelling unit or more than one non-residential establishment, no more than six large bulk items or an aggregate of 720lbs are to be collected per pickup per building.
3. Type 23 Yard Waste - No more than three bundles, bags or containers per residential or non-residential unit or in the aggregate more than 180lbs, per pickup day. For Premises having more than one dwelling or non-residential establishment no more than six bundles, bags or containers (aggregate) weight not to exceed 360lbs) are to be collected per pickup day.

SECTION 309

PEST ELIMINATION

309.1 Infestation.

Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent re-infestation.

309.2 Owner.

The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant.

The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.

309.4 Multiple occupancy.

The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.

309.5 Occupant.

The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for pest elimination.

CHAPTER 13 - SECTION 400 -- LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401

GENERAL

401.1 Scope.

The provisions of this chapter shall govern the minimum conditions and standards for light,

ventilation and space for occupying a structure.

401.2 Responsibility.

The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

401.3 Alternative devices.

In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the International Building Code shall be permitted.

SECTION 402

LIGHT

402.1 Habitable spaces.

Every habitable space shall have not less than one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways.

Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces.

All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the

appliances, equipment and fixtures.

SECTION 403

VENTILATION

403.1 Habitable spaces.

Every habitable space shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms.

Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities.

Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the rooming unit or dormitory unit.

Exceptions:

1. Where specifically approved in writing by the code official.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation.

Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust.

Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and labeled condensing (ductless) clothes dryers.

SECTION 404

OCCUPANCY LIMITATIONS

404.1 Privacy.

Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths.

A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights.

Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.
2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.
4. Conflicition with other State codes

404.4 Bedroom and living room requirements.

Every bedroom and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area.

Every living room shall contain not less than 120 square feet (11.2 m²) and every bedroom shall contain not less than 70 square feet (6.5 m²) and every bedroom occupied by more than one

person shall contain not less than 50 square feet (4.6 m²) of floor area for each occupant thereof.

404.4.2 Access from bedrooms.

Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

Exception: Units that contain fewer than two bedrooms.

404.4.3 Water closet accessibility.

Every bedroom shall have access to not less than one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to not less than one water closet and lavatory located in the same story as the bedroom or an adjacent story.

404.4.4 Prohibited occupancy.

Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements.

Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding.

Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5

MINIMUM AREA REQUIREMENTS

Space	1- 2 Occupants	3 - 5 Occupants	6 or more
Living Room a,b	No requirement	120	150
Dining Room a,b	No requirement	80	100
Bedrooms	Shall comply with Section 404.4		
For SI: 1 square foot = 0.093 m2			

404.5.1 Sleeping area.

The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply

with Section 404.4.

404.5.2 Combined spaces.

Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit.

Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two occupants shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three occupants shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
3. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.
4. The maximum number of occupants shall be three.

404.7 Food preparation.

All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 13 - SECTION 500-

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 501 GENERAL

501.1 Scope.

The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility.

The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises that does not comply with the requirements of this chapter.

SECTION 502**REQUIRED FACILITIES****502.1 Dwelling units.**

Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink, refrigerator, and stove that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

The stove, for cooking food, and a refrigerator or refrigerator-freezer shall be required. Said refrigerator shall be capable of maintaining safe storage of food at temperatures less than 45 degrees Fahrenheit but more than 32 degrees Fahrenheit. Said stove and refrigerator, and/or refrigerator-freezer shall be properly installed with all necessary connections for safe, sanitary, and efficient operation and shall be maintained in good working condition. Said equipment need not be installed while a dwelling unit is not occupied.

Cabinets and/or shelves: Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils and of food that, under ordinary summer conditions, does not require refrigeration for safe keeping; and a counter or table for food preparation are required. All cabinets and/or shelves and counter or table shall be of sound construction furnished with surfaces that are easily cleanable, reachable, and that will not impart any toxic or harmful effect on food.

502.2 Rooming houses.

Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

502.3 Hotels.

Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 occupants.

502.4 Employees' facilities.

Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

502.4.1 Drinking facilities.

Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

502.5 Public toilet facilities.

Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the International Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

SECTION 503**TOILET ROOMS****503.1 Privacy.**

Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

503.2 Location.

Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

503.3 Location of employee toilet facilities.

Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

503.4 Floor surface.

In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504**PLUMBING SYSTEMS AND FIXTURES**

504.1 General.

Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

504.2 Fixture clearances.

Plumbing fixtures shall have adequate clearances for usage and cleaning.

504.3 Plumbing system hazards.

Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, back siphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

SECTION 505**WATER SYSTEM****505.1 General.**

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

505.2 Contamination.

The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply.

The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities.

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

SECTION 506

SANITARY DRAINAGE SYSTEM

506.1 General.

Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

506.2 Maintenance.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

506.3 Grease interceptors.

Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official.

SECTION 507

STORM DRAINAGE

507.1 General.

Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

CHAPTER 13 - SECTION 600-- MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601

GENERAL

601.1 Scope.

The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility.

The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that does not comply with the requirements of this chapter.

SECTION 602**HEATING FACILITIES****602.1 Facilities required.**

Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies.

If the lease requires the landlord to provide heat, the landlord must give you the amount of heat required by the state codes and the local town or city ordinance. Under the state housing codes, from October 1 to May 1, the landlord must provide enough heat so that the temperature in the apartment is at least 68 degrees from 6 a.m. to 11 p.m. between the hours of 11 p.m. and 6 a.m., the temperature in the apartment must be at least 65 degrees. **Cite:** N.J.A.C. 5:10-14 et seq. and N.J.A.C. 5:28-1.12(m).

602.3 Heat supply.

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces.

Indoor occupiable work spaces shall be supplied with heat are to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement.

The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603**MECHANICAL EQUIPMENT****603.1 Mechanical appliances.**

Mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products.

Fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

Exception: Fuel-burning equipment and appliances that are labeled for unvented operation.

603.3 Clearances.

Required clearances to combustible materials shall be maintained.

603.4 Safety controls.

Safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air.

A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices.

Devices intended to reduce fuel consumption by attachment to a fuel -burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless labeled for such purpose and the installation is specifically approved.

SECTION 604

ELECTRICAL FACILITIES

604.1 Facilities required.

Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service.

The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards.

Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure.

The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment.

Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the International Building Code.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

Enclosed switches, rated a maximum of 600 volts or less;
Busway, rated a maximum of 600 volts;

Panelboards, rated a maximum of 600 volts;
 Switchboards, rated a maximum of 600 volts;
 Fire pump controllers, rated a maximum of 600 volts;
 Manual and magnetic motor controllers;
 Motor control centers;
 Alternating current high-voltage circuit breakers;
 Low-voltage power circuit breakers;
 Protective relays, meters and current transformers;
 Low- and medium-voltage switchgear;
 Liquid-filled transformers;
 Resin transformers;
 Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;
 Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
 Luminaires that are listed as submersible;
 Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure.

The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment.

Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire, shall be replaced in accordance with the provisions of the International Building Code.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605

ELECTRICAL EQUIPMENT

605.1 Installation.

Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

605.2 Receptacles.

Every habitable space in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain not less than

one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires.

Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring.

Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606

ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General.

Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building operator or be posted in a publicly conspicuous location approved by the code official. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators.

In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607

DUCT SYSTEMS

607.1 General.

Duct systems shall be maintained free of obstructions and shall be capable of performing the required function. All duct systems shall be installed to manufacturers' specifications.

CHAPTER 13 - SECTION 700-

FIRE SAFETY REQUIREMENTS

SECTION 701

GENERAL

701.1 Scope.

The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

701.2 Responsibility.

The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

SECTION 702

MEANS OF EGRESS

702.1 General.

A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code.

702.2 Aisles.

The required width of aisles in accordance with the International Fire Code shall be unobstructed.

702.3 Locked doors.

Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Building Code.

702.4 Emergency escape openings.

Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without

the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703

FIRE-RESISTANCE RATINGS

703.1 Fire-resistance-rated assemblies.

The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

703.2 Opening protectives.

Required opening protectives shall be maintained in an operative condition. Fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

SECTION 704

FIRE PROTECTION SYSTEMS

704.1 General.

Systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the International Fire Code.

704.1.1 Automatic sprinkler systems.

Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

704.1.2 Fire department connection.

Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

704.2 Single-and multiple-station smoke alarms.

Single-and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.

704.2.1 Where required.

Existing Group I-1 and R occupancies shall be provided with single-station smoke alarms in accordance with Sections 704.2.1.1 through 704.2.1.4. Interconnection and power sources shall be in accordance with Sections 704.2.2 and 704.2.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

704.2.1.1 Group R-1.

Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

704.2.1.2 Groups R-2, R-3, R-4 and I-1.

Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements but not including crawl spaces and

uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

4. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

704.2.1.4 Installation near bathrooms.

Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.2.1.1 or 704.2.1.2.

704.2.2 Interconnection.

Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing alterations, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.

704.2.3 Power source.

Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for over-current protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where no construction is taking place.

2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.

3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for building wiring without the removal of interior finishes.

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the International Fire Code.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the dwelling or sleeping unit in accordance with Section 907.5.2 of the International Fire Code.
3. Activation of a smoke detector in a dwelling or sleeping unit shall not activate alarm notification appliances outside of the dwelling or sleeping unit, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.5 of the International Fire Code.

SECTION 800-- ABANDONED AND VACANT PROPERTIES

801 IDENTIFICATION OF ABANDONED PROPERTIES.

801-1 City List of Abandoned Properties.

a. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee is hereby directed to identify abandoned properties with the City, place said properties on an abandoned property list established as provided in Section 36 of P.L.1996, c.62 (C.55:19-55), as amended by Section 28 of P.L.2003, c.210, and provide such notices and carry out such other tasks as are required to effectuate an abandoned property list as provided by law.

b. The abandoned property list shall apply to the City of Asbury Park as a whole.

c. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee is hereby designated as the public officer for the purpose of carrying out the responsibilities established by this section and shall have all the responsibilities and powers provided by law.

d. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee shall exercise the authority granted the City pursuant to Section 13 of P.L.2003, c.210, to designate qualified rehabilitation entities to act as the designee of the City with respect to the provisions of that section.

e. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee shall provide a report to the Mayor and City Council every six (6) months, with respect

to the number and location of properties on the abandoned property list, the status of those properties, and any actions taken by the City or by any qualified rehabilitation entity designated pursuant to the authority granted to the public officer with respect to any property on the list or any other abandoned property within the City.
(Ord. No. 3031; Ord. No. 3077)

802 REGISTRATION OF VACANT PROPERTY.

802-1.1 Definitions.

As used in this section:

Municipal officer shall mean the Director of Property Improvement and Neighborhood Preservation/Code Enforcement or such official within that department as may be designated by the Director in writing.

Owner shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity that has filed a notice with the Municipal Clerk pursuant to the provisions of C.46:10B-51 (P.L.2008, c.127, Sec.17 as amended by P.L.2009, c.296), or any other entity determined by the public officer of the City of Asbury Park to have authority to act with respect to the property.

Vacant Property shall mean any building or structure which is not at present legally occupied or at which all lawful business or construction operations or residential or other occupancy have substantially ceased, and which is in such condition that it cannot legally be re-occupied without repair or rehabilitation, including but not limited to any property meeting the definition of abandoned property in N.J.S.A. 55:19-80; provided, however, that any habitable property where all building systems are in sound working order, where the building and grounds are maintained in good condition, and which is being actively marketed by its owner for sale or rental, shall not be deemed a vacant property for purposes of this section.
(Ord. No. 2015-10 § 1)

802-1.2 Registration of Vacant Property Required; Term; Fee Waivers.

a. As of the effective date of this section (this section adopted by Ord. No. 2015-10 on 4-22-15), the owner of any vacant property as defined herein shall, within 30 days after the building becomes vacant property or within 30 days after assuming ownership of the vacant property, whichever is later; or within 10 days of receipt of notice from the City, file a registration statement for such vacant property with the municipal officer on forms provided for that purpose by the municipal officer along with any fee required by this section. Failure to receive notice from the municipality shall not constitute grounds for failing to register the property.

b. Each property having a separate tax block and lot number shall be registered separately.

c. The registration shall include the information required under subsection 13-802-1.4, the insurance certificate required under subsection 13-802-1.7, as well as any additional information that the municipal officer may reasonably require.

d. The registration shall remain valid for one year from the date of registration. The owner shall

be required to renew the registration annually as long as the building remains vacant property and shall pay a registration or renewal fee in the amount prescribed in subsection 13-802-1.5 for each vacant property registered.

e. The municipal officer may establish for purposes of efficient administration that all registrations shall be renewed by a single date in each year, which date shall be established by the municipal officer in which case the initial registration fee shall be pro-rated for registration statements received less than 10 months prior to that date.

f. 1. Any owner of vacant property who plans to restore the property to productive use and occupancy during the twelve (12) month period following the date of the initial registration of the property shall file a detailed statement of the owner's plans for restoration of the property with the registration statement and shall be exempt from payment of the registration fee, but shall comply with all other provisions of this section. In the event that the property has not been restored to productive use and occupancy at the end of the twelve (12) month period, the owner shall be liable for any fee waived. The municipal officer, after consultation with the City Council and with the approval of a majority thereof, may extend the waiver of the registration fee for not more than one additional year in response to a written request by the property owner where the municipal officer finds that compelling conditions outside the owner's control made it impossible for the owner to restore the property within the initial twelve (12) month period.

2. Where the owner is an entity experienced in rehabilitation or redevelopment of vacant properties, and where the property subject to this section is being held for a project of rehabilitation or redevelopment consistent with municipal plans and ordinances, and where by virtue of financing, market or other conditions that project may require more than one year for realization, the municipal officer, after consultation with the City Council and with the approval of a majority thereof, may extend the waiver of the registration fee on an annual basis without limitation upon written request by the owner as long as the municipal officer finds that the owner is making reasonable progress toward completion of the project. The owner shall provide the municipal officer with such documentation, which may include plans, financing applications, applications for land use approval or other evidence of progress.

g. The owner shall notify the municipal officer within 30 days of any change in the registration information by filing an amended registration statement on a form provided by the municipal officer for such purpose.

h. The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.
(Ord. No. 2015-10 § 2)

802-1.3 City Access for Inspections.

At any time after filing a registration statement or a renewal of a registration statement, the owner of any vacant property shall provide access to the City to conduct exterior and interior inspections of the building to determine compliance with municipal codes, on reasonable notice to the property owner or the designated agent. (Ord. No. 2015-10 § 3)

802-1.4 Registration Application Content.

a. The registration statement shall include (1) the name, street address, e-mail address and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code; and (2) the name, street address, e-mail address and telephone number of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property shall be available by telephone or in person on a 24 hour per day, seven (7) day per week basis. The two entities may be the same or different persons. Both entities shown on the statement must maintain offices in the state of New Jersey or reside within the state of New Jersey.

b. An owner who is a natural person and who maintains offices in the state of New Jersey or resides within the state of New Jersey may designate him or herself as agent or as the individual responsible for maintaining the property.

c. By designating an authorized agent under the provisions of this section the owner consents to receive any and all notices of code violations concerning the registered vacant property and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the municipal officer in writing of a change of authorized agent or until the owner files a new annual registration statement.

d. Any owner who fails to register a vacant property under the provisions of this section shall further be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.

(Ord. No. 2015-10 § 4)

802-1.5 Fees.

a. The registration and renewal fee for each building shall be as follows:

Initial registration	\$500.00 or prorated amount
	per subsection 802-1.2
First renewal	\$1,000.00
Second renewal	\$1,750.00
Any subsequent renewal	\$2,500.00

b. One hundred (100%) percent of all fee income resulting from the application of this section shall be used for the sole purpose of carrying out municipal activities with respect to vacant and

distressed properties, including but not limited to code enforcement, abatement of nuisance conditions, stabilization, rehabilitation, and other activities designed to minimize blight and further productive reuse of properties.

(Ord. No. 2015-10 § 5)

802-1.6 Maintenance of Vacant Property Required.

The owner of any structure that has become vacant property, and any person responsible for maintaining any such building that has become vacant, shall within 30 days of the structure becoming vacant or 30 days of the owner taking title to the property:

- a. Enclose and secure the structure as provided in the applicable codes of the City of Asbury Park or as set forth in rules and regulations adopted by the municipal officer to supplement those codes.
- b. Ensure that the grounds of the structure, including yards, fences, sidewalks, walks and driveways, are well-maintained and kept free from trash or debris; and
- c. Maintain the structure in a secure and closed condition, keep the grounds in a clean and well-maintained condition until the building is again occupied or demolished or until repair or rehabilitation of the building is complete.

(Ord. No. 2015-10 § 6)

802-1.7 Insurance Requirements.

The owner of any vacant property shall acquire or otherwise maintain liability insurance, in an amount of not less than \$300,000.00 for buildings designed primarily for one to four unit residential use and not less than \$1,000,000.00 for any other building, including, but not limited to, buildings designed for multifamily, manufacturing, storage or commercial uses, covering any damage to any person or any property caused by any physical condition of or in the building. Any insurance policy acquired or renewed after the building has become vacant shall provide for written notice to the municipal officer within 30 days of any lapse, cancellation or change in coverage. The owner shall attach evidence of the insurance to the owner's registration statement. Any registration statement submitted that does not include such evidence shall not be deemed to be a valid registration. (Ord. No. 2015-10 § 7)

802-1.8 Online Registry.

The City of Asbury Park may establish an online registry of all properties registered with the City under this section, which shall include a procedure by which citizens can provide the municipal officer with information on unregistered properties that may be subject to this section through electronic means. (Ord. No. 2015-10 § 8)

802-1.9 Additional Rules and Regulations.

The municipal officer may issue rules and regulations for the administration of the provisions of

this section, after consultation with the City Council and with the approval of a majority thereof.
(Ord. No. 2015-10 § 9)

802-1.10 Violations and Penalties.

a. Any person who violates any provision of this section or of the rules and regulations issued hereunder shall be fined not less than one thousand (\$1,000.00) dollars and not more than two thousand (\$2,000.00) dollars for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this section shall be recoverable from the owner and shall be a lien on the property.

b. For purposes of this section, failure to file a registration statement within 30 days after a building becomes vacant property or within 30 days after assuming ownership of a vacant property, whichever is later; or within 10 days of receipt of notice by the City, failure to provide correct information on the registration statement, failure to comply with the provisions of subsections 802-1.6 and 802-1.7, or such other matters as may be established by the rules and regulations of the municipal officer shall be deemed to be violations of this section.
(Ord. No. 2015-10 § 10)

803-1.0 UPKEEP OF VACANT AND ABANDONED RESIDENTIAL PROPERTIES IN FORECLOSURE.

803-1.1 Definitions.

Creditor shall mean, consistent with section 3 of P.L. 2008, c.86, a State chartered bank, savings bank, savings and loan association or any credit union, or any person required to be licensed under the provisions of the “New Jersey Residential Mortgage Lending Act,” and any entity acting on behalf of the Creditor named in the debt obligation, including but not limited to, mortgage loan servicers.

Public officer shall mean the Director of Property Improvement and Neighborhood Preservation/Code Enforcement or such official within that department as may be designated by the Director, in writing.
(Ord. No. 2015-18 § 13-3.1)

803-1.2 Creditor Responsibility for Vacant and Abandoned Properties; In-State Representative Required.

a. Any Creditor filing a summons and complaint in an action to foreclose on any residential property within the City shall be immediately responsible for the care, maintenance, security, and upkeep of the exterior of that property, in the event it is determined to be vacant and abandoned property.

b. Where a Creditor is located out-of-State, the Creditor shall be responsible for appointing an in-State representative or agent to act on the Creditor’s behalf for the purpose of satisfying the

requirements of paragraph a. above. Notice of said representative or agent shall be provided to the City Clerk and the Public Officer (as defined in this section, in a manner that is consistent with subsection a. of section 17 of P.L. 2008, c.127 (the “Save New Jersey Homes Act of 2008”), and shall further include the full name and contact information of the in-State representative or agent.

c. All foreclosing creditors, and, in the case of an out-of-state foreclosing Creditor, their in-State representatives, shall be responsible to comply with the requirements of all other ordinances adopted by the City of Asbury Park and the Code of the City relating to vacant and/or abandoned property, in the same manner as those ordinances and the Code of the City pertain to the title owners of such vacant and/or abandoned property.

(Ord. No. 2015-18 § 13-3.2)

803-1.3 Notice.

a. The City’s public officer shall be authorized to issue a notice to a Creditor that has filed a summons and complaint in an action to foreclose on a residential property within the City, if the public officer determines that the Creditor has violated this section by failing to provide for the care, maintenance, security, and upkeep of the exterior of the property. Where a Creditor is an out-of-State Creditor, the notice shall be issued to the representative or agent that has been identified by the Creditor pursuant to subsection 13-4.2 and the Save New Jersey Homes Act of 2008.

b. The notice referenced in paragraph a. above shall require the Creditor to correct the violation(s) within 30 days of receipt of the notice, or within 10 days of receipt of the notice if the violation presents an imminent threat to public health and safety.

c. The issuance of a notice pursuant to paragraph a. above shall constitute proof that a residential property is “Vacant and Abandoned” for the purposes of this section.

(Ord. No. 2015-18 § 13-3.3)

803-1.4 Violations and Penalties.

a. A Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to correct a “care, maintenance, security, or upkeep violation” cited in a notice issued pursuant to this section, shall be subject to a fine of \$1,500 for each day of the violation. Any fines imposed pursuant to this subsection shall commence 31 days following the Creditor’s receipt of the notice, except where the violation is deemed to present an imminent risk to the public health and safety, in which case any fines shall commence 11 days following receipt of the notice.

b. An out-of-state Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to appoint an in-State representative or agent shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on an out-of-state Creditor for the failure to appoint an in-State representative or agent shall commence on the day after the 10-day period set forth in paragraph

(1) of subsection a. of section 17 of P.L. 2008, c.127 (C.46:10B-51), for providing notice to the City Clerk that a summons and complaint in an action to foreclose on a mortgage has been served.

c. No less than one hundred percent (100 %) of any money collected pursuant to this section shall be utilized by the City of Asbury Park for purposes relating to its City code enforcement purposes.

(Ord. No. 2015-18 § 13-3.4)

SECTION 900--

REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7. The original list can be found in the IPMC Book in the Code Department.

APPENDIX A BOARDING STANDARD

A101

GENERAL

A101.1 General.

Windows and doors shall be boarded in an approved manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102

MATERIALS

A102.1 Boarding sheet material.

Boarding sheet material shall be minimum 1/2-inch-thick (12.7 mm) wood structural panels complying with the International Building Code.

A102.2 Boarding framing material.

Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the International Building Code.

A102.3 Boarding fasteners.

Boarding fasteners shall be minimum 3/4-inch-diameter (9.5 mm) carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the International Building Code.

A103

INSTALLATION

A103.1 Boarding installation.

The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5 of the IPMC which is available for inspection.

A103.2 Boarding sheet material.

The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows.

The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls.

The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors.

Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an approved 2008, c.127 (C.46:10B-51), for providing notice to the City Clerk that a summons and complaint in an action to foreclose on a mortgage has been served.

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.

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. 2016-53 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2016-54**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXX “LAND
DEVELOPMENT REGULATIONS”, CHAPTER 30-21 “PLANNING BOARD”,
SUBSECTION 30-21.1 “ESTABLISHMENT AND MEMBERSHIP”**

BE IT ORDAINED THAT the Planning Board previously established is hereby continued pursuant to the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), and shall consist of nine (9) members of the following four (4) classes:

Class I-The Mayor

Class II-One (1) of the officials of the City other than a member of the Governing Body to be appointed by the Mayor; provided that the member of the Environmental Commission, who is also a member of the Planning Board, as required by N.J.S.A. 40:56A-1, shall be deemed to be the Class II Planning Board member if there is both a member of the Zoning Board of Adjustment and a member of the Board of Education among the Class IV members.

Class III-A member of the Governing Body to be appointed by it.

Class IV-Six (6) citizens of the City to be appointed by the Council. The members of Class IV shall hold no other municipal office. A member of the Environmental Commission who is also a member of the Planning Board, as required by N.J.S.A. 40:56A-1, shall be a Class IV Planning Board member.

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.

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. 2016-54 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2016-55**

**AMENDING AND SUPPLEMENTING SUBSECTION 4-10.4, ENTITLED “FEES,” OF
SECTION 4-10, “PERMITS FOR SPECIAL EVENTS,” OF CHAPTER IV, “GENERAL
LICENSING,” 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 IV “PERMITS FOR SPECIAL EVENTS” Section 4-10.4 “Fees” of the “Code of the City of Asbury Park, New Jersey is hereby amended and supplemented in order to add the following:

CHAPTER IV - GENERAL LICENSING

4-10 PERMITS FOR SPECIAL EVENTS

4-10.4 Fees

This section shall now read as:

All applicants for special events permits shall be required to pay a nonrefundable application fee, as well as all other fees that are determined to be necessary by the Mayor and City Council depending upon the nature and extent of the proposed activity. The application fee shall be due and payable at the time that an application is submitted. Other fees that may be required include, but are not necessarily limited to, costs associated with the provision of police and/or fire supervision, emergency services, staffing, use of City owned property and/or use of City owner vehicles or equipment and the creation and/or use of temporary parking areas. Applicants shall be provided with an estimate of required fees by the City Manager or his or her designee after the Special Events Review Board has reviewed the contents of the application, pursuant to subsection 4-10.5 below. Final confirmation of the total fee shall be made by the Mayor and City Council, upon recommendation from the Special Events Review Board, during review of each specific application. All required fees shall be due and payable at least ten (10) days prior to the event. Any requests for reductions or waivers of fees must be submitted in writing to, and approved by, the Mayor and City Council. In addition to the fees payable prior to each event, the applicant shall be required to pay for any and all additional or unanticipated expenses which were occasioned or become necessary during or after the event, as a direct result of the event.

Application Fee: (non refundable)

\$50.00 for non-profits

\$250.00 for all other organizations or groups

\$1,000 for events over 2,000

\$5,000 for events over 15,000

Maintenance Personnel and Equipment fees:

Putting up barricades- 1 man, 1 hour	\$50.00
Picking up barricades- 1 man, 1 hour	\$50.00
Putting up banner- 2 men, 1 hour	\$100.00
Taking down banner- 2 men, 1 hour	\$100.00
Use of pickup truck, per hour	\$40.00*
Use of dump truck	\$85.00*
Use of sweeper, per hour	\$75.00*
75Use of front end loader, per hour	\$80.00*
Use of dozer, per hour	\$100.00*
Use of portable float (stage) and steps	\$250.00
Use of litter scooter, per hour	\$30.00*
Use of garbage truck, per hour	\$90.00*(plus tipping fees)
Use of bucket, per hour	\$75.00*
Ambulance	\$250.00*
Dumping fee	\$80.00 per ton
Fire Engine or Rescue Truck	\$500.00 per day*
Rack Body Flatbed Truck	\$55.00 per hour
Mason Dump Truck	\$55.00 per hour

Items shown with an asterisk require an additional charge for the operator of the vehicle or equipment, which shall be at the rate of \$50.00 per hour. The above fees include delivery and pick -up during regular working hours (7am-2pm). All charges shall be hourly (except for the use of the portable float/stage and steps) and shall have a minimum charge of one hour. For any increments into the following hours, a one hour charge shall be incurred.

Public Parks:

Sunset	\$600.00 per day
Bradley	\$1,500.00 per day from one week prior to Memorial Day through two weeks after Labor Day
Bradley	\$750.00 per day any other time
Atlantic	\$1,500.00 per day from one week prior to Memorial Day through two weeks after Labor Day
Atlantic	\$750.00 per day off season any other time
Library	\$600.00 per day
Kennedy	\$100.00 per day
Merchants	\$100.00 per day
Springwood	\$100.00 per day

Boardwalk fee: daily fee of \$250.00 per day per block

Beaches: daily fee of \$700.00 for use of the City's beaches in conjunction with any special event within the City. All participants on the beach will also be required to purchase a daily beach badge.

Transportation Center: \$100.00 per day plus any maintenance fees
Council Chambers: \$100.00 per day plus any maintenance fees

Large Beach or Park Event: any event that is projected for 500 participants or more will be subject to a different fee structure to cover added city expenses. The daily beach/park fee will vary according to the type of event: Beach Fee: \$2,500.00 Park Fee: \$2,500.00

In addition, a deposit will be required in the amount of \$5,000 to cover any expenses incurred by the city that are not covered by special event fees

For any event with 2501 or more participants, user fees and deposits will be set by the Asbury Park Special Events Committee and approved by the Asbury Park City Council. A separate contract approved by the City Council will govern the operation and fees of said event.

Street Blocking or Closing:

Non-Metered Streets: \$250.00 daily fee per block for any non-metered street blocking or closing.

Metered Streets: The daily charge per block for street blocking or closing will be calculated by: taking the number of metered parking spaces in that block x the current hourly rate in that block (for the specific date of closure) x the daily number of hours the meters are in operation = the daily rate for that block. Either the daily block rate or a minimum of \$250.00, whichever is greater, will be paid by the applicant.

Off Duty Police Officers: 8:00 am-12:00 am \$75.00 per hour per officer/ 12:00 am- 8:00 am \$85.00 per hour per officer

EMT/Fire: 8:00 am-12:00 am \$75.00 per hour/12:00 am-8:00 am \$85.00 per hour (Fire Inspector/Fire Official regular overtime receive rate)

Lifeguards: \$65.00 per hour

Utility fees: Any and all fees for actual water and electric consumption shall be billed by the Director of Public Maintenance after the conclusion of the event.

Electrician: \$60.00 per hour

Sunset Sign Advertising: the weekly rate to create and post a message for 7 Days is \$250. The rate for a single day special message (birthdays, anniversaries, etc) is \$50

Returned Checks: \$25.00 fee in addition to the reimbursement of the original check amount.

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.

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. 2016-55 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2016-56**

**AN ORDINANCE ESTABLISHING SALARIES OF CERTAIN EMPLOYEES WITHIN
THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

WHEREAS, the City has determined that the addition of the following position is required for the efficient operation of the City.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park that the following Title and Salaries be established as

	MINIMUM	MAXIMUM
Computer Service Technician	\$45,000	\$90,000
Senior Computer Service Technician	\$45,000	\$90,000
Network Administrator	\$45,000	\$90,000

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon final passage and publication in accordance within the 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. 2016-56 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2016-57**

**AN ORDINANCE ESTABLISHING SALARIES OF CERTAIN EMPLOYEES WITHIN
THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

WHEREAS, the City has determined that the addition of the following position is required for the efficient operation of the Municipal Court Department.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park that the following Title and Salaries be established as

5 Steps		1 st Year	2 nd Year	3 rd Year
4 th Year	Max			

Deputy Municipal Court Administrator 2	\$40,025		\$44,712	\$49,041
\$53,864	\$55,000			

Deputy Municipal Court Administrator 3	\$45,025		\$49,712	\$54,041
\$58,864	\$60,000			

9 Steps

Deputy Municipal 4 th Year	1 st Year 5 th Year	2 nd Year	3 rd Year
Court Administrator 2	\$40,025	\$41,897	\$ 43,769
\$45,641	\$47,513		
	6 th Year	7 th Year	8 th Year
Maximum	\$49,385	\$51,257	\$53,129
\$55,000			

Deputy Municipal	1 st Year	2 nd Year	3 rd Year
4 th Year	5 th Year		
Court Administrator 3	\$45,025	\$46,897	\$48,769
\$50,641	\$52,513		
	6 th Year	7 th Year	8 th Year
Maximum	\$54,385	\$56,257	\$58,129
\$60,000			

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon final passage and publication in accordance within the 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. 2016-57 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2016-47**

**REPEALING SECTION 9-3, ENTITLED “LICENSING OF CATS; FEES,” OF
CHAPTER IX “ANIMAL CONTROL” OF THE “CODE OF THE CITY OF ASBURY
PARK, NEW JERSEY.”**

WHEREAS, the State of New Jersey does not require cats to be licensed and it has been determined that licensing cats is not feasible within the City of Asbury Park; and

WHEREAS, the Mayor and Council therefore wish to repeal and eliminate the existing provisions contained within the City Code relating to the Licensing of Cats; Fees.

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 existing provisions contained within Section 9-3, entitled “Licensing of Cats: Fees,” of Chapter IX, “Animal Control,” of the “Code of the City of Asbury Park, New Jersey,” are hereby repealed and eliminated in their entirety.

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. 2016-47 which was finally adopted by the City Council at a meeting held on the 14th day of December, 2016

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2016-49**

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER IV “GENERAL LICENSING”, SECTION 4.9 “DISPLAY OF MERCHANDISE IN PUBLIC AREAS; OUTDOOR/SIDEWALK CAFES”, SUBSECTION 4.9-5 “ANNUAL LICENSING FEES” OF THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”

WHEREAS, the Mayor and City Council wish to make certain revisions to the City Code relating to outdoor/sidewalk cafe licenses within the City, as set forth herein.

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 Sub-Section 4.9-5, entitled “Annual Licensing Fees,” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in the following specific respects (additions are shown with underline; deletions are shown with ~~strikeout~~):

4-9.5 Annual Licensing Fees.

a. *Public Areas on the Boardwalk or Beach.* Any person submitting an application to use a portion of the boardwalk or beach in the manner specified in this section shall pay an annual licensing fee of fifty (\$50.00) dollars, plus four (\$4.00) dollars per square foot of the boardwalk area or six (\$6.00) dollars per square foot of the beach area that they intend to utilize.

b. *Other Public Areas.* Any person submitting an application to use public areas as defined herein other than the boardwalk or beach in the manner specified in this section shall pay an annual licensing fee of fifty (\$50.00) dollars, plus two (\$~~2~~ 4.00) dollars per square foot of the public area that they intend to utilize.

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. 2016-49 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2016-50**

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 4-1 “BUSINESS LICENSES” BY AMENDING SUBSECTIONS 4-1.4 “FEES” AND SECTION 4-1.9 “STANDARDS OF OPERATION; REVOCATION OR SUSPENSION; COMPLAINTS” OF CHAPTER IV, “GENERAL LICENSING,” OF THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”

WHEREAS, the Mayor and City Council wish to make certain revisions to the City Code relating to business licenses within the City, as set forth herein.

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 Section 4-1, entitled “Business Licenses,” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in the following specific respects (additions are shown with underline; deletions are shown with ~~strikeout~~):

4-1.4 Fees.

a. *Fees Enumerated.* The annual license fees paid to the City for conducting the business herein named at the place to be designed in the license certificate issued therefor are as follows:

Amusements or amusement rides, each.....	\$ 200.00
Arcade Games, per machine.....	\$ 25.00
Automobile/Motor Cycles agency or show rooms:	
Sale of New Cars/Motor Cycles only.....	\$ 250.00
Sale of Used Cars/Motor Cycles only.....	\$ 250.00
Sale of New and Used Cars/Motor Cycles.....	\$ 500.00
Automobile Rentals.....	\$ 100.00
Automobile Repair and/or Service Station.....	\$ 100.00
Barber Shop/Hair Salons.....	\$ 50.00
Plus per chair.....	\$ 10.00
Brewery/Distributors.....	\$ 300.00
Brewery/Distributors that provide tours and/or sells product to public.....	\$ 500.00
Boarding houses, hotels, motels, inns, bed & breakfast, lodging houses	

Each sleeping room.....	\$ 10.00
Minimum license fee.....	\$ 50.00
Concessions	\$ 100.00
Contractors/General Builders, any kind.....	\$ 100.00
Dance Hall.....	\$ 150.00
Liquor Distributors.....	\$ 100.00
Driving School.....	\$ 100.00
Drug Store/Pharmacy.....	\$ 200.00
Food Store	
0 to 3,000 square feet.....	\$ 150.00
3,001 square feet and over.....	\$1,500.00
Live entertainment conducted for private pecuniary gain in	
Non-City owned buildings with an occupancy capacity	
Of 1,000 persons or more.....	\$2,500.00
Garage and Parking lot.....	\$ 250.00
Market Place/Inside Flea Markets.....	\$ 100.00
Miscellaneous (other business not classified or enumerated).....	\$ 100.00
Newspaper Publisher.....	\$ 150.00
Nightclubs, established, permitting dancing or public	
Entertainment where food or beverages are served to patrons	
Accommodations, up to 100 persons.....	\$ 100.00
Accommodations, from 101 to 200 patrons.....	\$ 200.00
Accommodation over 200 patrons.....	\$ 400.00
<u>Professional Services (accounting, legal, medical and.....</u>	<u>\$ 100.00</u>
<u>other such services Provided by a formally certified member</u>	
<u>of a professional body)</u>	
Real Estate Agent.....	\$ 100.00
Restaurants	
Less than 15 tables.....	\$ 100.00
15-30 tables.....	\$ 150.00
Over 30 tables.....	\$ 200.00
Retail (any sale of goods).....	\$ 100.00
Shuttle Services.....	\$ 200.00

Studios (dance, art, photography, etc.).....	\$ 100.00
Swimming Pools.....	\$ 500.00
Theater, opera or movie	
0-150 persons.....	\$ 150.00
151-350 persons.....	\$ 400.00
351-999 persons	\$ 800.00
1,000 persons or more.....	\$2,500.00
Trucks or other vehicles selling food or drinks (stationary).....	\$ 100.00

b. *Additional Fee for Mercantile Licenses with Non-Life Hazard Uses.* In addition to the fees enumerated in paragraph a. above, all mercantile licenses with non-life hazard uses, as determined by the Fire Official of the City of Asbury Park, shall pay an additional fee as established in Chapter XIV, Fire Prevention and Protection, per year to cover the cost of an annual fire inspection as required by the Division of Fire Safety Bureau of the New Jersey Department of Community Affairs.

4-1.9 Standards of Operation; Revocation or Suspension; Complaints.

a. Notwithstanding any of the foregoing references to revocation of a Business License, a license may be revoked or suspended in the event that any business is operated in a manner which substantially impairs public safety to its customers or to the general public. As a specific standard, the following activities shall be deemed to be injurious to the public health and therefor prohibited: loud and abusive noises coming from tenants, guests or business invitees; loud gatherings at all hours of the day and night within and upon the business premises; boisterous activities; loud, unruly and profane language; public drunkenness; minors consuming alcoholic beverages; overcrowding upon the business premises or near the business premises due to activity upon the business premises; use of fireworks; public urination; excessive noise as defined in the following subsections; and any other disorderly acts which disturb the peace and good order of the neighborhood and community.

b. As a further specific standard, any creating of loud or unnecessary noise shall be prohibited upon the business premises or near the business premises due to activity upon the business premises. The making, creating or permitting of any unreasonably loud, disturbing or unnecessary noise in the City is hereby prohibited.

c. The making, creating or permitting of any noise of such character, intensity or duration as to be detrimental to the life, health or welfare of any individual or which either steadily or intermittently annoys, disturbs, injures or endangers the comfort, repose, peace or safety of any individual is hereby prohibited.

d. In the event that the City, through its Police Department or municipal offices or officers, receives a complaint(s) ~~three (3) separate and verified complaints~~ arising from different incidents ~~during one (1) twelve month (12) period~~ concerning the improper operation of a business establishment constituting an action injurious to the public health, safety and welfare, the following actions shall be taken.

1. If the City Clerk, or a duly authorized representative of the Clerk, shall be of the

opinion that the violation substantially impairs the public safety to its customers or to the general public, the Business License shall be immediately be suspended. At the request of the Business Licensee, a hearing will thereafter be scheduled before the City Manager, or a duly authorized representative, within five (5) days of the request, to reinstate said Business License.

42. If the City Clerk, or a duly authorized representative of the Clerk, shall be of the opinion that the violation is minor in nature, the City Clerk, or a duly authorized representative of the Clerk, shall cause a ~~complaint~~ written notice to be issued and served upon the licensee in question. Service of said ~~complaint~~ written notice may be made by personal service, certified mail, return receipt requested, or regular mail in the event that service is refused. If the whereabouts of the licensee is unknown and the same cannot be ascertained by the exercise of reasonable diligence, the Clerk, or a duly authorized representative of the Clerk, shall make an affidavit to that effect and then serve such ~~complaint~~ written notice by publishing the same once each week for two (2) consecutive weeks in the newspaper printed and published in the City of Asbury Park or in the absence of said newspaper, in a newspaper printed and published in Monmouth County and circulating in the City of Asbury Park. The ~~complaint~~ written notice shall clearly state the charges brought against the licensee and shall contain a notice that a hearing will be held before the ~~Mayor and Council~~ City Manager, or a duly authorized representative, or such person as they shall designate at a place therein fixed not less than ten (10) days nor more than thirty (30) days after the service of said ~~complaint~~ written notice. The ~~complaint~~ written notice shall also advise the licensee that said licensee shall have the right to file an answer response to the ~~complaint~~ written notice and to appear, in person, by attorney, or otherwise, to give testimony or present evidence in his defense.

23. No later than ten (10) days after the conclusion of the above hearing, the City Manager, or a duly authorized representative, ~~Mayor and Council~~ or such person as they shall designate shall issue a written order decision setting forth its findings. If the City Manager, or a duly authorized representative, ~~Mayor and Council~~ or designated person concludes that the licensee has operated its business in a manner injurious to the public health, safety and welfare, then said written order shall prescribe the remedial action to be taken by the licensee and/or the penalty to be imposed. Penalties may include the suspension or revocation of the licensee's Business License. Any person who violates any provision of this section, upon conviction, shall be liable to the penalty stated 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. 2016-50 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2016-51**

**AN ORDINANCE AMENDING AND SUPPLEMENTING SUBSECTION 3-38.2,
ENTITLED “PENALTIES,” OF SECTION 3-38 “USE OF BICYCLES,” OF CHAPTER
III, “POLICE REGULATIONS,” OF THE “CODE OF THE CITY OF ASBURY PARK,
NEW JERSEY.”**

WHEREAS, the City of Asbury Park (the “City”) previously established regulations relating to the operation of bicycles within the City, as set forth in Section 3-38 (“Use of Bicycles”) of Chapter III, “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey”; and

WHEREAS, the Mayor and Council wish to make certain revisions relating thereto, in accordance with the provisions set forth herein.

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 Subsection 3-38.2, entitled “Penalties,” of Section 3-38, “Use of Bicycles,” of Chapter III, “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented as follows (additions are shown with underline, deletions are shown with ~~strikethrough~~):

CHAPTER III

POLICE REGULATIONS

3-38 USE OF BICYCLES.

3-38.1 Operation of Bicycles.

a. Every person operating a bicycle shall at all times operate the bicycle with due regard for the safety of other persons and vehicles lawfully upon the streets, highways, parkways and public places, as well as for his own or her safety, and shall at all times and under all conditions yield the right-of-way to pedestrians on the streets highways, parkways, public places and on the crosswalks.

b. Every person operating a bicycle shall comply with all vehicle traffic laws which apply to bicycles and all vehicular traffic signs and signals erected for the regulation of traffic.

c. Every bicycle, when in use at nighttime, shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front and with a lamp on the rear which shall emit a red light visible from a distance of at least

five hundred (500) feet to the rear. In addition to the red lamp, a red reflector may be mounted on the rear, of a type approved by the New Jersey Motor Vehicle Commission, which shall be visible from all distances from fifty (50) feet to three hundred (300) feet to the rear when directly in front of the lawful upper beams of head lamps on a motor vehicle.

d. No person shall operate a bicycle unless it is equipped with a bell or other device capable of giving a signal audible for a distance of at least one hundred (100) feet, except that a bicycle shall not be equipped with, nor shall any person use upon a bicycle, any siren or whistle.

e. Every bicycle shall be equipped with a brake which will enable the operator to make the braked wheel stop on dry, level, clean pavement.

f. A person propelling or riding on a bicycle shall not ride other than upon or astride a permanent and regular seat attached thereto, nor shall he/she ride with his/her feet removed from the pedals, or with both hands removed from the handlebars, nor shall he/she practice any trick or fancy riding in the street. No bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped.

g. No person riding upon any bicycle shall attach the same or himself/herself to any vehicle upon a roadway and no operator of any vehicle shall knowingly allow any person riding upon any bicycle to attach the same or himself/herself to the vehicle.

h. Before turning or changing the direction of any bicycle upon any street, highway, parkway or public place it shall be the duty of the bicycle rider to give a signal, by the extension of the hand, to indicate the direction it is the intention to proceed.

i. No person shall ride a bicycle on a sidewalk. Nothing in this section shall prevent the use of toy bicycles or children's tricycles on a sidewalk.

j. Every rider of a bicycle shall obey all traffic regulations as established by N.J.S.A. 39:4-1 et seq., and all ordinances passed by the City as to the regulations of traffic on stop streets, one-way streets and through streets.
(2000 Code § 3-39; New)

3-38.2 Penalties.

~~Any person, under the age of eighteen (18) years, who violates any of the vehicle traffic laws or the bicycle provisions of this section, relating to the safe riding rules and regulations and the official police instructions for the safe operation of a bicycle, shall be, for the first offense, reprimanded by the Chief of Police or his/her designee, in writing, addressed to the parents or guardian of the offender, stating the nature of the violation and a warning that a repetition of the violation or any other violation must be prevented by the parents or guardian or the offender's registration certificate will be suspended for a period of time at the discretion of the Chief of Police or his/her designee and that during that period of time the offender cannot ride his or her bicycle on the streets. On the second offense, the license shall be referred for revocation as required by law.~~

~~Any person eighteen (18) years of age or older, violating any of the provisions of this section, shall, upon conviction thereof, in addition to the suspension of or revocation of such license as herein mentioned, be subject to the penalty as stated in Chapter I, Section 1-5.~~

Penalties for violation of this Chapter shall be as prescribed by State statute (N.J.S.A. 39:4-10 through 39:4-14.15). For any violations other than those covered by the aforementioned statutes, the penalties shall be as follows: For the first offense, there shall be a fine not to exceed fifty dollars (\$50.00); For each subsequent offense, there shall be a fine not to exceed one hundred dollars (\$100.00), along with confiscation of the offender's bicycle, in the discretion of the Municipal Court Judge.

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. 2016-51 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2016-52**

VACATING AND DEDICATING BOSTON WAY RIGHT OF WAY

WHEREAS, in order to effectuate the redevelopment of Block 702, Lot 1, it is necessary and desirable to vacate and dedicate portions of Boston Way Right of Way (ROW) to realign the property into a straight ROW; and

WHEREAS, the City is authorized to vacate and align Boston Way Right of Way pursuant to *N.J.S.A. 40A:12A-8(d), (f) and (n)* of the Local Redevelopment and Housing Law and *N.J.S.A. 40:67-1 et seq.*

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. All public rights and privileges now possessed by the City of Asbury Park in the portion of Boston Way Right of Way as further detailed on the attached Plan, entitled: "Right of Way Dedication/Vacation Plan Boston Way situated in City of Asbury Park, Monmouth County, New Jersey" and the accompanying Metes & Bounds description, entitled: "Description of Boston Way to be Dedicated situated in City of Asbury Park, Monmouth County, New Jersey, Schedule B" (copy on file with City Clerk) prepared by Suzanne E. Warren., a New Jersey Professional Land Surveyor, be and are hereby vacated and extinguished.
2. Portions of Block 702, 1 as shown on the attached above mentioned Plan shall be dedicated to be a portion of the public Right of Way known as Boston Way.
3. Title to the area being vacated and dedicated shall merge with title to the adjacent property as further detailed in the attached Plan and Metes & Bounds description (copy on file with City Clerk).
4. There is hereby reserved and excepted from said vacation all rights and privileges now possessed by public utilities, as defined in *N.J.S.A. 48:2-13*, and by any cable television franchise company as defined in the "Cable Television Act." P.L. 1972, c. 186 (*N.J.S.A. 48:5A-1 et seq.*), to maintain, repair or replace their existing facilities in, adjacent to, over or under any part thereof of the area being vacated.
5. The Official Zoning Map of the City of Asbury Park is hereby amended in accordance with the requirements of this Ordinance.

6. 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 that portion of the Ordinance actually adjudged to be invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
7. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.
8. This Ordinance shall take effect upon final passage and publication in accordance with the law and recording with the County of Monmouth.

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. 2016-52 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK

November 8, 2016

Job No. ALP-161

**DESCRIPTION OF BOSTON WAY
TO BE DEDICATED
SITUATED IN**

CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

All that certain tract, parcel, or lot of land situate and lying in the City of Asbury Park, Monmouth County, New Jersey, being more particularly bounded and described as follows:

BEGINNING at a point on the Easterly right-of-way line of Sylvan Avenue, said point being the following three courses from the intersection of the Easterly right-of-way line of Sylvan Avenue and the Southerly right-of-way line of Adams Street (40' right-of-way) extended;

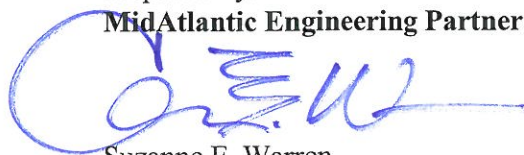
- a. South 05 degrees 08 minutes 34 seconds West, a distance of 30.00 feet to a point of curvature; thence
 - b. On a curve to the right, having a radius of 164.54 feet, an arc length of 40.07 feet, and a delta of 13 degrees 57 minutes and 08 seconds to a point of tangency; thence
 - c. South 18 degrees 38 minutes 31 seconds West, a distance of 214.93 feet; thence
1. On a curve to the left, having a radius of 20.00 feet, an arc length of 43.47 feet (delta of 124 degrees 31 minutes 15 seconds, a chord bearing of South 43 degrees 37 minutes 07 seconds East, a chord distance of 35.40) feet to a point; thence
 2. North 74 degrees 07 minutes 16 seconds East, a distance of 677.76 feet to a point on the westerly right of way line of Memorial Drive (variable width R.O.W.); thence
 3. On the westerly line of Memorial Drive, South 19 degrees 32 minutes 21 seconds West, a distance of 49.08 feet to a point; thence
 4. South 74 degrees 07 minutes 16 seconds West, a distance of 714.86 feet to a point; thence
 5. On the extended easterly right-of-way line of Sylvan Avenue, North 18 degrees 38 minutes 31 seconds East, a distance of 86.58 feet to the point and place of **BEGINNING**.

Containing 28,939 square feet or 0.66 acres of land, more or less.

This description is in accordance with a map titled "Right of Way Vacation/Dedication Plan Boston Way situated in City of Asbury Park, Monmouth County, New Jersey" prepared by MidAtlantic Engineering Partners, dated November 4, 2016.

Prepared By:

MidAtlantic Engineering Partners



Suzanne E. Warren
Professional Land Surveyor
New Jersey License No. GS03897900

November 8, 2016

Job No. ALP-161

**DESCRIPTION OF BOSTON WAY
TO BE VACATED
SITUATED IN
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY**

All that certain tract, parcel, or lot of land situate and lying in the City of Asbury Park, Monmouth County, New Jersey, being more particularly bounded and described as follows:

BEGINNING at a point on the Easterly right-of-way line of Sylvan Avenue, said point being the following three courses from the intersection of the Easterly right-of-way line of Sylvan Avenue and the Southerly right-of-way line of Adams Street (40' right-of-way) extended;

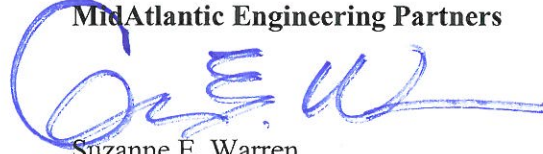
- a. South 05 degrees 08 minutes 34 seconds West, a distance of 30.00 feet to a point of curvature; thence
 - b. On a curve to the right, having a radius of 164.54 feet, an arc length of 40.07 feet, and a delta of 13 degrees 57 minutes and 08 seconds to a point of tangency; thence
 - c. South 18 degrees 38 minutes 31 seconds West, a distance of 206.81 feet; thence
1. On a curve to the left, having a radius of 30.00 feet, an arc length of 65.20 feet (delta of 124 degrees 31 minutes 51 seconds) to a point of tangency; thence
 2. North 74 degrees 06 minutes 40 seconds East, a distance of 5.50 feet to a point of curvature; thence
 3. On a curve to the left, having a radius of 7.00 feet, an arc length of 10.99 feet (delta of 89 degrees 57 minutes 00 seconds) to a point of tangency; thence
 4. North 15 degrees 50 minutes 20 seconds, a distance of 13.15 feet to a point; thence
 5. North 74 degrees 09 minutes 40 seconds East, a distance of 261.52 feet to a point; thence
 6. South 15 degrees 50 minutes 20 seconds East, a distance of 13.12 feet to a point of curvature; thence
 7. On a curve to the left, having a radius of 7.00 feet, an arc length of 11.00 feet, (delta of 90 degrees 01 minutes 50 seconds) to a point of tangency; thence
 8. North 74 degrees 07 minutes 50 seconds East, a distance of 377.35 feet to a point in the westerly right of way line of Memorial Drive (variable width R.O.W.); thence
 9. On the westerly line of Memorial Drive, South 19 degrees 32 minutes 21 seconds West, a distance of 28.94 feet to a point; thence
 10. South 76 degrees 21 minutes 40 seconds West, a distance of 83.66 feet to a point; thence
 11. South 72 degrees 54 minutes 20 seconds West, a distance of 132.42 feet to a point; thence
 12. South 73 degrees 28 minutes 30 seconds West, a distance of 86.47 feet to a point; thence
 13. South 74 degrees 08 minutes 20 seconds West, a distance of 27.57 feet to a point; thence
 14. South 76 degrees 20 minutes 30 seconds West, a distance of 103.05 feet to a point; thence
 15. South 73 degrees 39 minutes 10 seconds West, a distance of 51.20 feet to a point; thence
 16. South 71 degrees 11 minutes 50 seconds West, a distance of 40.30 feet to a point; thence
 17. South 00 degrees 44 minutes 40 seconds West, a distance of 4.59 feet to a point; thence
 18. South 72 degrees 01 minutes 40 seconds West, a distance of 94.98 feet to a point; thence
 19. South 74 degrees 27 minutes 40 seconds West, a distance of 98.67 feet to a point; thence
 20. On the easterly side of Sylvan Avenue, North 18 degrees 38 minutes 31 seconds East, a distance of 93.55 feet to the point and place of **BEGINNING**.

Containing 23,308 square feet or 0.54 acres of land, more or less.

This description is in accordance with a map titled "Right of Way Vacation/Dedication Plan Boston Way situated in City of Asbury Park, Monmouth County, New Jersey" prepared by MidAtlantic Engineering Partners, dated November 4, 2016.

Prepared By:

MidAtlantic Engineering Partners

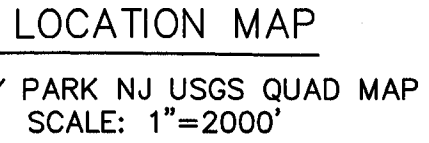


Suzanne E. Warren

Professional Land Surveyor

New Jersey License No. GS03897900

Attachment: 2016-11-08 Signed Boston Way Vacation (2016-52 : Vacating and Dedicating Boston Way Right Of Way)



Sheet Number **1** OF **1**



Minutes
Meeting of the Municipal Council
Wednesday, December 14, 2016
REGULAR MEETING

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 7:00 PM.

City Clerk Cindy Dye announced the following: "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 Star Ledger on January 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk."

PRESENTATION BY THE ASBURY PARK HOUSING AUTHORITY

The Asbury Park Housing Authority presented new iPads to the Police Department to use for surveillance of their properties.

MATTERS FROM CITY COUNCIL

Council Member Chapman wished everyone Happy Holidays and thanked the residents for their support this past year.

Council Member Clayton and Council Member Kendle wished everyone Happy Holidays.

Deputy Mayor Quinn thanked the police department and the bar owners for their cooperation this past weekend during Santacon.

Mayor Moor wished everyone Happy Holidays.

MATTERS FROM CITY MANAGER

City Manager Capabianco discussed the snow plan for 2016-2017 winter season.

MATTERS FROM CITY ATTORNEY

City Attorney Raffetto wished everyone Happy New Year.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Council Member Clayton to open the meeting to the public. All were in favor.

The following members spoke during the public portion of the meeting: Danny McKee, Robert Weiner, Jerry Scarano, Keith Zyla and Rita Marano.

Motion made by Council Member Kendle and seconded by Council Member Clayton to close the meeting to the public. All were in favor.

MINUTES

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

1. Municipal Council - Regular Meeting - Nov 22, 2016 7:00 PM
2. Executive Session Minutes of November 22, 2016

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-458 Special Event Applications

2016-459 Setting the Organizational Meeting Date for 2017

2016-460 Resolution authorizing the payment of payroll in the amount of \$993,224.92

2016-461 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2016 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40a:4-87 (Chapter 159) - Petroleum Assessment

2016-462 Resolution of the City Of Asbury Park, County of Monmouth, State of New Jersey, Authorizing Compensation Payment to James Freeman Upon His Separation of Employment

2016-463 Award of Contract for Regional Contribution Agreement Project (1003 Sewall Ave.)

2016-464 Accepting Donation from the Asbury Park Housing Authority

2016-465 Disposition of Surplus Property

INDIVIDUAL RESOLUTIONS

2016-466 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2016 Budget

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

2016-467 Payment of Bills

Council Member Chapman abstains from PO 16-01067.

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

2016-468 Resolution to Approve Applying for Involuntary Disability Retirement for Johnny Washington

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-469 Resolution to Approve Applying for Involuntary Disability Retirement for Paul Johnson

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-470 Awarding Software Contract to GEO 3.0 for Code Enforcement Software

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

2016-471 A Resolution Authorizing the City of Asbury Park to Enter Into a Joint Purchasing Agreement

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-472 Resolution to renew a contract with the State of New Jersey for the Bangs Avenue Garage

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-473 Authorizing T&M Associates to prepare a NJDOT grant application

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-474 A Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant Services

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

2016-475 Amendment to the Developer Designation and Redeveloper's agreement for Michael's Development Company for parcels located with the Springwood Avenue Redevelopment Area.

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

2016-476 Resolution of the Mayor and City Council of the City of Asbury Park Authorizing an Extension of the Option Agreement to Enter Into Ground Lease with Springwood Avenue Associates, LP

Motion made by Mayor Moor and seconded by Council Member Kendle to revise the language to change the time period of the extension from one (1) year to six (6) months. All were in favor

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ORDINANCES

Introduction

2016-53 An Ordinance Amending Chapter XIII “Property Improvement and Neighborhood Preservation – Property Maintenance Code”

Public hearing for this Ordinance is scheduled for December 28, 2016.

City Manager Capabianco discussed amendments to the ordinance as introduced

Motion made by Mayor Moor and seconded by Council Member Clayton to amend the ordinance as described by City Manager Capabianco. Yes: Council Member Clayton, Council Member Kendle, Deputy Mayor Quinn and Mayor Moor. Abstain: Council Member Chapman.

RESULT:	INTRODUCED [4 TO 0]
	Next: 12/28/2016 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSTAIN:	Eileen Chapman

2016-54 An Ordinance Amending And Supplementing Chapter XXX “Land Development Regulations”, Chapter 30-21 “Planning Board”, Subsection 30-21.1 “Establishment and Membership”

Public hearing for this Ordinance is scheduled for December 28, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-55 Amending and Supplementing Subsection 4-10.4, Entitled “Fees,” of Section 4-10, “Permits for Special Events,” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey.”

Public hearing for this Ordinance is scheduled for December 28, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-56 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Public hearing for this Ordinance is scheduled for December 28, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-57 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Public hearing for this Ordinance is scheduled for December 28, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2016-47 Repealing Section 9-3, Entitled “Licensing of Cats; Fees,” of Chapter IX “Animal Control” 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. All were in favor.

Rita Marano requested an explanation of the ordinance.

Motion made by Council Member Clayton and seconded by Council Member Chapman to close the Ordinance to the public. All were in favor.

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

2016-49 An Ordinance Amending And Supplementing Chapter IV “General Licensing”, Section 4.9 “Display Of Merchandise In Public Areas; Outdoor/Sidewalk Cafes”, Subsection 4.9-5 “Annual Licensing Fees” of the “Code of the City Of Asbury Park, New Jersey.”

This Ordinance must be tabled to December 28, 2016 due to publication notice error.

RESULT:	TABLED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-50 An Ordinance Amending and Supplementing Section 4-1 “Business Licenses” by Amending Subsections 4-1.4 “Fees” and Section 4-1.9 “Standards of Operation; Revocation or Suspension; Complaints” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey.”

This Ordinance must be tabled to December 28, 2016 due to publication notice error.

RESULT:	TABLED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-51 An Ordinance Amending and Supplementing Subsection 3-38.2, Entitled “Penalties,” of Section 3-38 “Use Of Bicycles,” Of Chapter III, “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey.”

This Ordinance must be tabled to December 28, 2016 due to publication notice error.

RESULT:	TABLED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-52 Vacating and Dedicating Boston Way Right Of Way

This Ordinance must be tabled to December 28, 2016 due to publication notice error.

RESULT:	TABLED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:55 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk