



Agenda

Meeting of the Municipal Council
Tuesday, December 22, 2020
VIRTUAL MEETING 6:00 PM

To Join the Zoom Meeting

Dial: +1 929 205 6099

+1 312 626 6799

+1 301 715 8592

Meeting ID: 979 3480 5441

[https://zoom.us/j/97934805441?pwd=cUhSWC9](https://zoom.us/j/97934805441?pwd=cUhSWC9TRnQ0NURzaUpmWVWwRUFIUT09)

[TRnQ0NURzaUpmWVWwRUFIUT09](https://zoom.us/j/97934805441?pwd=cUhSWC9TRnQ0NURzaUpmWVWwRUFIUT09)

Optional: View Presentation Slides

Dial *9 to 'Raise Hand' to speak

(*6 is only used to unmute)

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

2020-356 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. 202 Seventh Avenue Subsequent Redeveloper Agreement
2. 45 Borden Avenue

B. Collective Bargaining

1. AFSCME Contract

C. Personnel

1. Employment Contracts and/or Reappointments

D. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

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 7, 2020, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. **Regular Meeting**

A. Public Participation

B. Minutes

- Executive Session of Dec. 9, 2020 4:00 PM
- Municipal Council - Regular Meeting - Dec 9, 2020 6:00 PM

C. Individual Resolutions

2020-357 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2020 Budget

2020-358 Resolution Authorizing an Agreement with Geese Chasers for Geese Management at Sunset Park

2020-359 Resolution Authorizing the Execution of A Shared Services Agreement With The Township Of Neptune For Geese Management of Wesley Lake

2020-360 Resolution Awarding a contract to BR Welding for the RBC West Channel Improvements No. 1 at the Wastewater Treatment Plant

2020-361 Resolution Authorizing the City of Asbury Park to Grant an Assignable License to Permit an Encroachment Over A Certain Portion of The Right-Of-Way Area Adjacent to The Property Located At 1200 Asbury Avenue/630 Church Street (Block 1605, Lot 1), Asbury Park, New Jersey And to Execute A License Agreement Associated Therewith.

2020-362 Resolution Authorizing the Purchase of Traffic Safety Signage through the Transportation Utility

2020-363 Resolution Authorizing the Purchase of Access Control Security System for the new Transportation Offices

2020-364 Resolution Authorizing the Purchase of Uniforms for the Police Department

2020-365 Resolution Authorizing the Boom Reel Replacement on the 2013 Seagrave Aerialscope Reel at the Fire Department

D. Ordinances

1. Second Reading/Public Hearing

2020-25 A Capital Ordinance Appropriating the Sum of \$362,000.00 for Vehicles for Various Departments

2020-26 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

2020-27 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

- 2020-28 Ordinance of The City of Asbury Park, County of Monmouth And State Of New Jersey Amending Ordinance No. 2018-21, Relating to The Implementation and Collection Of "Development Fees" (As Codified in Chapter 2, Section 88 of the Asbury Park City Code).
- 2020-29 Ordinance Establishing Salary Ranges for Employees of The City of Asbury Park
- 2020-30 An Ordinance Establishing A Rent Leveling and Stabilization Board as Well as Rules That Regulate the Price of Rent and Rate of Rent Increase for Certain Rental Housing Within the City of Asbury Park.

E. Adjournment

**RESOLUTION NO. 2020-356****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on December 22, 2020 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. 202 Seventh Avenue Subsequent Redeveloper Agreement
2. 45 Borden Avenue

B. Collective Bargaining:

1. AFSCME Contract

C. Personnel:

1. Employment Contracts and/or Reappointment's

D. Attorney Client Privilege:

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

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, December 9, 2020
REGULAR MEETING

Executive Session - 4:00 p.m.

1. Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

1. Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Remote	
Yvonne Clayton	Councilmember	Remote	
Jesse Kendle	Councilmember	Remote	
Amy Quinn	Deputy Mayor	Remote	
John Moor	Mayor	Remote	
Melody Hartsgrove	City Clerk	Remote	
Donna Vieiro	City Manager	Remote	
Frederick Raffetto	City Attorney	Remote	

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

PROCLAMATION-RECOGNIZING ANTHONY "PUTT PUTT" PETILLO

Council member Chapman presented a proclamation recognizing Anthony "Putt Putt" Petillo.

SPECIAL EVENT APPLICATIONS

Director of Recreation, Leesha Floyd had no special events applications at this time.

ITEMS TO BE PRESENTED BY:

1. AP Triangle Park Block 3203 Lot 1.04 Cookman and Heck Avenues
Presented By : iStar, Brian A. Cheripka
Director, Jennifer Smith of Gibbons P.C. and Landscape Architect, Brian Leff of BML Studio LLC, presented a proposal for AP Triangle Park Block 3202 Lot 1.04 Cookman and Heck Avenues.
2. Presentation by Asbury Partners, LLC of a Development Proposal for Block 4001, Lot 2-15 Kingsley Street, Third Avenue and Fourth Avenue
Director, Jennifer Smith of Gibbons P.C. and Keenan Hughes of Phillips Preiss Grygiel LLC, presented a development proposal for Block 4001, Lot 2-5 Kingsley Street, Third Avenue and Fourth Avenue to the Mayor and Council.
3. Citywide Branding and Wayfinding Project
Director of Transportation and Assistant City Manager, Michael Manzella provided updates to Citywide Branding and Wayfinding Project.

MATTERS FROM CITY COUNCIL

Council member Chapman stated, I wanted to remind people that we have COVID testing at the Asbury Park transportation center. You do not have to have symptoms, you just show up. Our next COVID testing is on December 10th from 4:00PM to 7:00PM, and December 21st from 9:00AM to 2:00PM. Due to a grant from NJ Health Initiative, we have free transportation for residents to medical appointments and grocery shopping. In order to make an appointment for a ride, you should call 201-939-4242.

Council member Clayton stated, this year because of COVID we had to cancel so many of our activities including Kwanzaa. So, this year instead we will have a socially safe Kwanzaa. If the city would like to join us remotely on December 20th at 6:00PM, it will be held on YouTube. There will be a link that will be available December 17th and we are asking the community to come together and we're going to celebrate family, community, and culture on December 20th. Thank you.

Council member Kendle stated, we are coming to the end of the leaves removal, DPW is going around picking up the leaves. I have talked to a number of them and they are telling me that a lot of people are putting tree limbs inside with the leaves and they are tearing up the trucks. A lot of people are complaining that the trucks are not coming by, but you have to do your part. I will talk to the city manager about sending another letter to the residents of Asbury that you cannot put tree limbs and tree sticks inside your leaves because it is delaying the pickup.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, I like to thank Dianna Harris from Neptune who the President of MURC. She shared with me this morning that the Ocean Health Initiative Inc. is doing free COVID-19 tests and free flu shots Friday December 11th from 10:00PM to 3:00PM at Liberty Fire Company #1, 1518 Monroe Avenue in Neptune. When she shared this with me I asked if this was just for Neptune and she said no, this is for everyone in Monmouth County. So again, I appreciate Neptune working

together with us as much as we work together with everyone else. Yes, our numbers with COVID are going up every day and we are not unique, I see other towns with less population than ours where the numbers are 200 more. I am not happy with the numbers. The only thing that seems to be working are wearing the masks. Please wear your masks. It will probably get worse before it gets better. At least we can see the light at the end of the tunnel with the vaccine given In Europe and very soon in the States. Until then please everyone listen and do the right thing, and please wear your mask at all times.

MATTERS FROM CITY MANAGER

City Manager, Donna Vieiro had no matters at this time.

MATTERS FROM CITY ATTORNEY

City Attorney, Frederick Raffetto had no matters at this time.

MUNICIPAL CLERK'S STATEMENT REGARDING INITIATIVE PETITION- RENT STABILIZATION

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Kendle to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli, Sylvie St. Pierre, Peter Seigel, Felicia Simmons, Kerry Butch, Michael Kushner, Pam Lamberton, Derek Minno-Bloom, Linda Philips, and Sylvia Sylvia.

A motion to close the meeting to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All were in favor.

MINUTES

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

1. Municipal Council-Executive Meeting Nov. 24, 2020 4:00 PM
2. Municipal Council - Regular Meeting - Nov 24, 2020 6:00 PM **Accepted**

INDIVIDUAL RESOLUTIONS

2020-346 Resolution Approving Payment of Bills

RESULT:	ADOPTED [4 TO 1]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2020-347 Resolution Entering into an Agreement with Monmouth County to Administer the City's Community Block Grant Program

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

2020-348 Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant

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

2020-349 Resolution Authorizing the Purchase of Equipment Needed for the APTV Station

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

2020-350 Emergency Contract for the Disinfecting of Municipal Buildings following CDC Guidelines

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

2020-351 Resolution Approving an Interlocal Services Agreement Between the Borough of Rumson and the City of Asbury Park Fire Department

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

2020-352 Resolution to Cancel Portion of PILOT Billing Block 103 Lot 2 (100 Drury Lane)

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

2020-353 Resolution Authorizing the Disposition of Surplus Property

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

ORDINANCES

Introduction

2020-28 Ordinance of The City of Asbury Park, County of Monmouth And State Of New Jersey Amending Ordinance No. 2018-21, Relating to The Implementation and Collection Of "Development Fees" (As Codified in Chapter 2, Section 88 of the Asbury Park City Code).

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/22/2020 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2020-29 Ordinance Establishing Salary Ranges for Employees of The City of Asbury Park

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/22/2020 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:50 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by Council member Kendle. All in favor.

Meeting was adjourned at 7:50PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Dec 9, 2020 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Tuesday, December 22, 2020
RESOLUTION SUMMARY

2020-357

Routine Transfers

	From	To
Current Fund:		
Employee Group Insurance	\$300,000.00	
Workers Compensation		\$300,000.00
 Sewer Operating Fund:		
Other Expenses	1,400.00	
Interest on Bonds		1,400.00



RESOLUTION NO. 2020-357

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

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS IN THE FISCAL YEAR 2020 BUDGET

WHEREAS, it has been determined that various line items within the 2020 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:		
Employee Group Insurance	\$300,000.00	
Workers Compensation		\$300,000.00
Sewer Operating Fund:		
Other Expenses	1,400.00	
Interest on Bonds		1,400.00

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, MELODY HARTSGROVE, 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. 2020-357 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Tuesday, December 22, 2020
RESOLUTION SUMMARY

2020-358

Resolution authorizing an agreement with Geese Chasers for geese management at Sunset Park for 2021.



RESOLUTION NO. 2020-358

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH GEESE CHASERS FOR GEESE MANAGEMENT AT SUNSET PARK

WHEREAS, there exists the need for the City of Asbury Park to enter into an agreement for geese management at Sunset Park for 2021; and

WHEREAS, the City has solicited and obtained two quotes from Geese Chasers LLC and Birds Beware; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for geese management for 2021 to Geese Chasers LLC at a monthly rate of \$1,079.00; and

WHEREAS, the amount paid pursuant to this agreement shall not exceed \$13,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds will be available in the following account 1-01-26-305-000-209 of the 2021 budget . The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorizes to execute a agreement for geese management at Sunset Park with Geese Chasers in the form attached hereto effective January 1, 2021 through December 31, 2021; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution be provided to the CFO, City Manager, Superintendent of Public Works and the Director of Purchasing.

I, MELODY HARTSGROVE, 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. 2020-358 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

CERTIFIED BY ME THIS 22nd DAY OF December, 2020.

MELODY HARTSGROVE
CITY CLERK



50 Townsend Drive, Middletown, NJ 07748 Tel/Fax (732) 671-6377
www.BirdsAndGeeseBeware.com Paul@birdsandgeesebeware.com

December 4, 2020

City of Asbury
 One Municipal Plaza
 Asbury Park, NJ 07712

Re: Goose control - Sunset Park

The following information and proposal will detail our estimate for the above location.

As a public health pest, birds can harbor disease organisms, which may affect people, pets, and domesticated animals. Birds frequently deposit their manure indiscriminately on sidewalks, people, buildings, park benches, statues, and cars. The droppings are not only objectionable to the eye and nose, but can permanently stain and/or cause premature rusting and corrosion of some metal structures and objects. Large amounts of droppings can severely damage and/or kill valuable trees and other vegetation.

More than 60 transmittable diseases (some of which are fatal) are associated with pigeons, starlings and house sparrows. For example:

Histoplasmosis is a respiratory disease that may be fatal. It results from a fungus growing in dried bird droppings.

Cryptococcosis is caused by yeast found in the intestinal tract of pigeons and starlings. The illness often begins as a pulmonary disease and may later affect the central nervous system. Since attics, cupolas, ledges, schools, offices, warehouses, mills, barns, park buildings, signs, etc. are typical roosting and nesting sites, the fungus is apt to be found in these areas.

St. Louis Encephalitis, an inflammation of the nervous system, usually causes drowsiness, headache and fever. It may even result in paralysis, coma or death. St. Louis encephalitis occurs in all age groups but is especially fatal to persons over age 60. The disease is spread by mosquitos, which have fed on infected house sparrow, pigeons and house finches carrying the Group B virus responsible for St. Louis encephalitis.

Salmonellosis often occurs as *food poisoning* and can be traced to pigeons, starlings and sparrows. The disease bacteria are found in bird droppings; dust from droppings can be sucked through ventilators and air conditioners,

contaminating food and cooking surfaces in restaurants, homes and food processing plants.

To provide the control of Geese from your property we recommend the following:

Hazing

We will provide a hazing program using Border Collies. This program will consist of multiple visits per week, seven days a week if needed and at times twice a day varying the times so the geese wont be accustom to a routine. Geese tend to migrate during the colder months and snow covered times. Because geese are always flying and looking for a new safe feeding area. Geese tend to remain in this region all year long.

Because Wild geese are protected under the Migratory Bird Treaty Act we will not harm the Geese, just haze them so they seek other areas to feed, roost and nest.

The goal is to haze the geese enough that they will look for a new nesting and feeding area.

During our service we can provide Egg Addling. This is the process of treating the eggs by shaking, freezing, coating with oil or puncturing the eggs. The land owner/manager is responsible for applying for the permits. Birds Beware Inc will provide this service at

NO ADDITIONAL CHARGE and will be done during our routine service.

We will provide service to:

- Sunset park (located on the West end of Sunset lake
- grass area located on North and South lake banks
- Entire Sunset lake

The cost for this custom Goose hazing program, which includes multiple visits per week is **\$1100.00** per month plus any applicable sales tax.

Egg Addling done at **NO ADDITIONAL CHARGE**

Invoice is emailed at the beginning of the service month.

Sincerely,

Paul Scammacca
Bird Control Specialist

Acceptance signature of proposal and terms

Date



4 Milton Drive
Medford, NJ 08055
856-912-2764
deborah@geesechasers.com

City of Asbury Park

William J. McClave, CPWM, CRP, CCCC
Superintendent of Public Works
9 Main Street
Asbury Park, NJ 07712
732-775-0900 X 5193
William.McClave@cityofasburypark.com

26 August 2020

Mr. McClave,

Please accept this *Geese Chasers' LLC* proposal for clearing and maintaining a virtually geese free environment **year-round** for: **Wesley Lake, Asbury Park, NJ.**

Initial Clearing Phase: Involves daily visit, as needed, for 4 to 12 weeks. This frequent harassment will eventually clear any resident geese from your property and keep them from returning and nesting.

Maintenance Phase: Involves daily visit, as needed, to maintain a virtually geese-free environment year-round. Maintenance is an ongoing program. The Canada goose population in your area is out of control and our maintenance program assures that the geese in the area know that your property is not a safe place for them. Our program triggers the *predatory response* inherent in geese. Also, any migrating geese looking for a place to feed, roost or nest will move on when exposed to our methods.

Cost = \$1299 monthly -no tax since you are exempt- 3 month minimum

Egg Addling with monthly ongoing service is \$85 per nest. We can provide assistance with obtaining free permits. When approved, please sign, scan and email back deborah@geesechasers.com

Approved,

X _____
Deborah N Young/COO

Approved,

X _____
City of Asbury Park

Dates of service: _____



"THE #1 NAME in GOOSE CONTROL"
www.GeeseChasers.com





Individual Resolutions
Meeting of the Municipal Council
Tuesday, December 22, 2020
RESOLUTION SUMMARY

2020-359



RESOLUTION NO. 2020-359

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

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF NEPTUNE FOR GEESE MANAGEMENT OF WESLEY LAKE

WHEREAS, the City of Asbury Park and the Township of Neptune in coordination with the Wesley Lake Commission, have determined the need for Geese Management Services for Wesley Lake; and

WHEREAS, the City of Asbury Park and the Township of Neptune desire to enter into a Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. to serve the best interests of residents in both municipalities by sharing in the cost of these services to improve Wesley Lake and the surrounding area; and,

WHEREAS, Geese Chasers, LLC has submitted a proposal for these services and the City of Asbury Park and the Township of Neptune agree to share equally in costs; and ,

THEREFORE, BE IT RESOLVED, that the City Council of Asbury Park hereby authorizes the execution of an Shared Services Agreement with the Township of Neptune, a copy of which is on file in the Office of the Municipal Clerk, for engaging the services of Geese Chasers, LLC to provide Geese Management Services, which will include clearing and maintenance for Wesley Lake at an annual cost of \$15,588.00, to be shared equally by the two municipalities, (\$7,794), plus any egg addling needed at a cost of \$85.00 per nest to be shared equally by the two municipalities (\$42.50); and,

WHEREAS, funds for this expenditure will be made available in the 2021 budget; and,

BE IT FURTHER RESOLVED , that a copy of this resolution be forwarded to the City Manager, Chief Financial Officer, Purchasing Agent, and the Public Works Director, the Township of Neptune and the Wesley Lake Commission.

SHARED SERVICES AGREEMENT between the **CITY OF ASBURY PARK**, a corporation of the State of New Jersey, with its principal office locate at 1 Municipal Plaza, Asbury Park, New Jersey 07712, hereinafter referred to as “**CITY**”, and the **TOWNSHIP OF**

NEPTUNE, a municipal corporation of the State of New Jersey, with its principal office located at 25 Neptune Boulevard, Neptune, New Jersey 07753. Herein referred to as “**TOWNSHIP**”.

WITNESSETH THAT:

WHEREAS, the above parties desire to enter into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 through 40A:65-35 to engage the services Geese Chasers, LLC to provide Geese Management Services for Wesley lake; and,

WHEREAS, Geese Chasers, LLC has submitted a proposal for the work; and,

WHEREAS, the City and Township desire to accept the proposal, equally split the cost of the Geese Management Services, and pay Geese Chasers, LLC directly for these services; and,

NOW, THEREFORE, the parties **DO AGREE** as follows:

1. The Township and City agree to engage the services of Geese Chasers, LLC to perform Geese Management Services for Wesley Lake.
2. Geese Chasers, LLC has submitted a proposal for this work in the amount of \$15,588. The City and Township agree to share this cost equally.
3. The city and Township each agree to pay Geese Chasers, LLC, the amount of \$7,794.00, which is 50% of the total cost of work, and the cost of Egg Addling, at \$85/nest as needed. Each municipality will follow Local Budget Contract Law and purchasing procedures and processes in effect.
4. The Agreement shall be effective January 1, 2021-December 31, 2021

I, MELODY HARTSGROVE, 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. 2020-359 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

CERTIFIED BY ME THIS 22nd DAY OF December, 2020.

MELODY HARTSGROVE
CITY CLERK



4 Milton Drive
Medford, NJ 08055
856-912-2764
deborah@geesechasers.com

City of Asbury Park

Donna M. Vieiro, City Manager
One Municipal Plaza
Asbury Park, NJ 07712
732-502-5755

Township of Neptune

Vito D. Gadaleta, Business Administrator
25 Neptune Boulevard
Neptune, NJ 07753

16 December 2020

Hello,

Please accept this *Geese Chasers' LLC* proposal for clearing and maintaining a virtually geese free environment **year-round** for: **Wesley Lake, Asbury Park, NJ.**

Initial Clearing Phase: Involves daily visit, as needed, for 4 to 12 weeks. This frequent harassment will eventually clear any resident geese from your property and keep them from returning and nesting.

Maintenance Phase: Involves daily visit, as needed, to maintain a virtually geese-free environment year-round. Maintenance is an ongoing program. The Canada goose population in your area is out of control and our maintenance program assures that the geese in the area know that your property is not a safe place for them. Our program triggers the *predatory response* inherent in geese. Also, any migrating geese looking for a place to feed, roost or nest will move on when exposed to our methods.

Cost = \$1299 monthly -no tax since you are exempt

Egg Addling with monthly ongoing service is \$85 per nest. We can provide assistance with obtaining free permits. When approved, please sign, scan and email back deborah@geesechasers.com

Approved,

X _____
Deborah N Young/COO

Approved,

X _____
City of Asbury Park / Township Neptune

Dates of service: January 1- December 31 2021



"THE #1 NAME in GOOSE CONTROL"
www.GeeseChasers.com





Individual Resolutions
Meeting of the Municipal Council
Tuesday, December 22, 2020
RESOLUTION SUMMARY

2020-360

Resolution awarding a contract to BR Welding for the RBC West Channel Improvement at the Wastewater Treatment Plant.



RESOLUTION NO. 2020-360

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

RESOLUTION AWARDING A CONTRACT TO BR WELDING FOR THE RBC WEST CHANNEL IMPROVEMENTS NO. 1 AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Asbury Park received and opened sealed bids on December 2, 2020 for the RBC West Channel No. 1 Improvements at the Wastewater Treatment Plant; and

WHEREAS, the lowest responsible and responsive bidder of the two (2) bids received is BR Welding Inc. in the amount of \$1,639,100.00; and

WHEREAS, the City Engineer, City Attorney and Purchasing Agent all recommend awarding the project to BR Welding Inc.; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts C-08-55-526-013-002 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to BR Welding Inc. in the amount of \$1,639,100.00

I, MELODY HARTSGROVE, 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. 2020-360 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

CERTIFIED BY ME THIS 22nd DAY OF December, 2020.

MELODY HARTSGROVE
CITY CLERK

BID SUMMARY RBC WEST CHANNEL NO. 1 IMPROVEMENTS CITY OF ASBURY PARK ASPK-00773 DECEMBER 2, 2020				Engineer's Estimate		BR Welding, Inc. 3 Brook Road Howell, NJ 07731 (732) 363-8253 Stephanie@brwelding.com		Rapid Pump & Meter Service Co., Inc. 285 Straight Street Paterson, NJ 07509 (973) 345-5600 Mnovak@rapidservice.com		Cappola Services, Inc. 28 Executive Parkway Ringwood, NJ 07456 (973) 962-1890 Thoffman@coppolaservices.com		SpectraServ, Inc. 75 Jacobus Avenue South Kearny, NJ 07032 (973) 589-0277 Swells@spectraserv.com	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
	Base Bid												
1	Mobilization	LS	1.00	\$50,000.00	\$50,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	No	Bid	No	Bid
2	RBC West Channel No. 1 Improvements	LS	1.00	\$1,650,000.00	\$1,650,000.00	\$1,500,000.00	\$1,500,000.00	\$1,534,000.00	\$1,534,000.00	No	Bid	No	Bid
3	RBC Channel Grit Removal	CY	50.00	\$250.00	\$12,500.00	\$300.00	\$15,000.00	\$150.00	\$7,500.00	No	Bid	No	Bid
4	Concrete Repair, Type 1	SF	240.00	\$100.00	\$24,000.00	\$65.00	\$15,600.00	\$90.00	\$21,600.00	No	Bid	No	Bid
5	Concrete Repair, Type 2	SF	360.00	\$150.00	\$54,000.00	\$100.00	\$36,000.00	\$100.00	\$36,000.00	No	Bid	No	Bid
6	Final Cleaning	LS	1.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$1,800.00	\$1,800.00	No	Bid	No	Bid
7	Miscellaneous Work Allowance	ALLOW	1.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	No	Bid	No	Bid
TOTAL CONSTRUCTION COST					\$1,800,000.00		\$1,639,100.00		\$1,668,400.00		No Bid		No Bid

Attachment: ASPK-00773_Bid Summary (2020-360 : Awarding of a contract to BR Welding for the RBC



YOUR GOALS. OUR MISSION.

ASPK-00773

December 2, 2020
(Via email)

Ms. Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
RBC West Channel No.1 Improvements
Recommendation to Award Bid**

Dear Ms. Vieiro:

On Wednesday, December 2, 2020, two (2) bids were received for the above referenced project. A total of four (4) companies expressed interest in the project and received project plans and specifications, however, two opted not to submit.

This project consists of the replacement of the Asbury Park Wastewater Treatment Plant (WWTP) West Channel No.1 Rotating Biological Contactor treatment process equipment. The existing equipment has exceeded its useful life and is in immediate need of replacement.

A bid summary is provided below, and complete bid tabulation is attached for your reference.

BR Welding, Inc., Howell, NJ	\$ 1,639,100.00
Rapid Pump & Meter Service Co., Inc., Paterson, NJ	\$ 1,668,400.00
Cappola Services, Inc., Ringwood NJ	No Bid Submitted
SpectraServ, Inc., South Kearny, NJ	No Bid Submitted
<i>Engineer's Estimate</i>	<i>\$ 1,800,000.00</i>

The apparent low bidder is BR Welding, Inc. of Howell, NJ. T&M has worked with BR Welding on past projects in the region and find their work to be acceptable. We have also contacted the apparent low bidder to confirm he is prepared to proceed.

Based upon the above, T&M recommends that the City award the contract to the low bidder, BR Welding, Inc., for the project bid amount of **\$1,639,100.00**.

Award of the contract should be made contingent upon certification of the availability of funds by the CFO and review of the bid package by the City Attorney.

Attachment: Vieiro_JDH_RBC Replacement Recommendation of Award Letter (2020-360 : Awarding of a contract to BR Welding for the RBC



Le: Donna M. Vieiro, City Manager

Re: RBC West Channel No. 1 Improvements
Recommendation to Award Bid

If you have any questions or require additional information, kindly advise.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER

On Behalf of:
FRANCIS W. MULLAN, P.E., CME
ASBURY PARK CITY ENGINEER

JDH:FWM:jdj

Enclosures

Cc: Michael Manzella, Deputy City Manager
Tracy Lizardi, City Purchasing Agent (via email)
Melody Hartsgrrove, City Clerk (via email)
Frederick C. Raffetto, City Attorney (via email)
JoAnn Boos, CFO (via email)
James Foster, Treasurer (via email)
William McClave, DPW Superintendent
Rudolph Corona, WWTP Operator



Individual Resolutions
Meeting of the Municipal Council
Tuesday, December 22, 2020
RESOLUTION SUMMARY

2020-361

A License Agreement for Christopher Reeve Foundation to install a handicapped (ADA) ramp in front of Barber Life's front door because it will encroach into the sidewalk area



RESOLUTION NO. 2020-361

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO GRANT AN ASSIGNABLE LICENSE TO PERMIT AN ENCROACHMENT OVER A CERTAIN PORTION OF THE RIGHT-OF-WAY AREA ADJACENT TO THE PROPERTY LOCATED AT 1200 ASBURY AVENUE/630 CHURCH STREET (BLOCK 1605, LOT 1), ASBURY PARK, NEW JERSEY AND TO EXECUTE A LICENSE AGREEMENT ASSOCIATED THEREWITH.

Whereas, Joseph A. Aldarelli (referenced as the “Licensee”) is the owner of the property located at 1200 Asbury Avenue/630 Church Street in the City of Asbury Park, more commonly known and designated as Block 1605, Lot 1 on the Asbury Park City Tax Map (hereinafter referenced as the “Property”); and

Whereas, the Licensee wishes to install an ADA compliant ramp (referenced as “the ramp”) at the entryway to the building at the Licensee’s Property, which will extend into a portion of the ROW in front of the portion of Property known as “Barber Life”; and

Whereas, the proposed ramp will encroach into the sidewalk area in front of the Property along Church Street, in certain limited respects, extending approximately five feet four inches (5’4”) in width and fourteen feet two inches (14’2”) in length (the “license area”), as depicted in more detail in Exhibit “A”; and

Whereas, to the extent that the City has jurisdiction over the license area and without making any affirmative representations with regard thereto, the City is willing to allow for the installation and continued presence/maintenance of the said ramp in the license area under the terms and conditions set forth in a License Agreement, which shall be in a form satisfactory to the City Attorney.

Now, Therefore, Be It Resolved, by the Mayor and Council of the City of Asbury Park, as follows:

1. That, to the extent that the City has jurisdiction over the license area, and without making any representations with regard thereto, the City hereby grants to the Licensee an assignable right (also known as the “License”) to install, replace and to continually maintain and/or repair a ramp in a certain portion of the license area situated in front of the entryway to the Property known as “Barber Life”, as

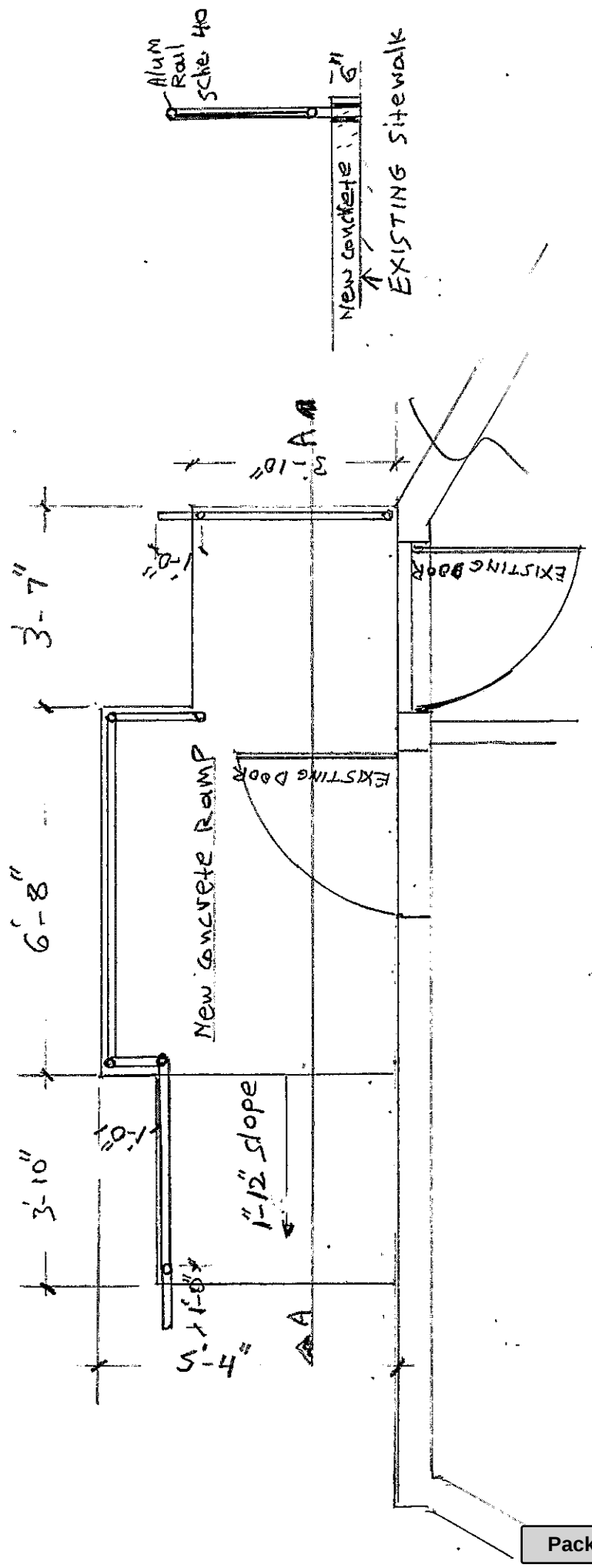
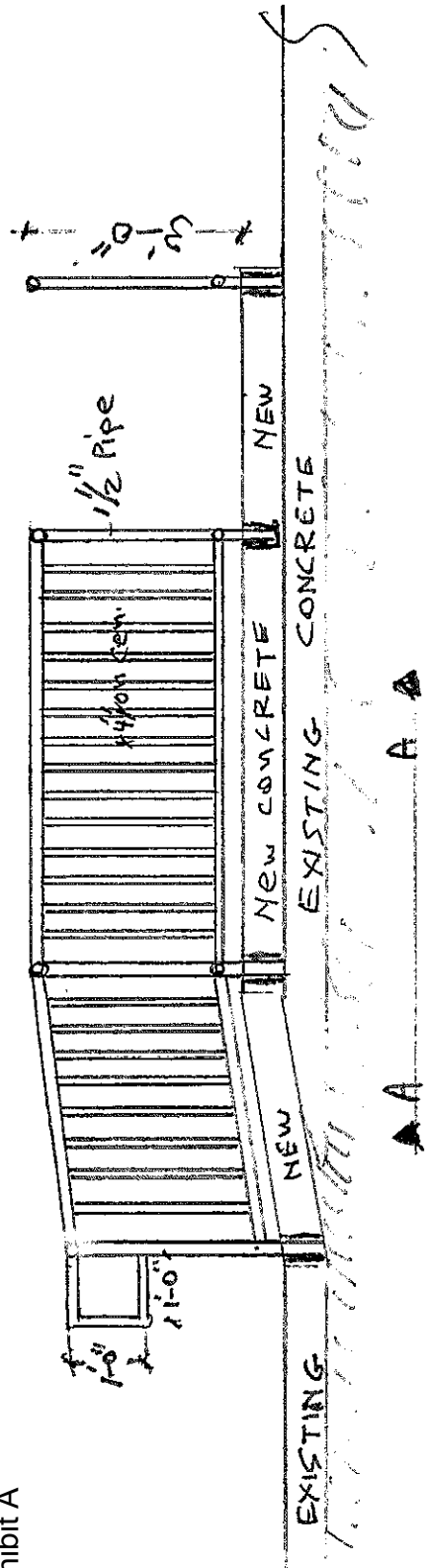
depicted in more detail in Exhibit “A,” for the nominal sum of One Dollar (\$1.00), subject to the terms and conditions set forth a License Agreement, which shall be in a form satisfactory to the City Attorney.

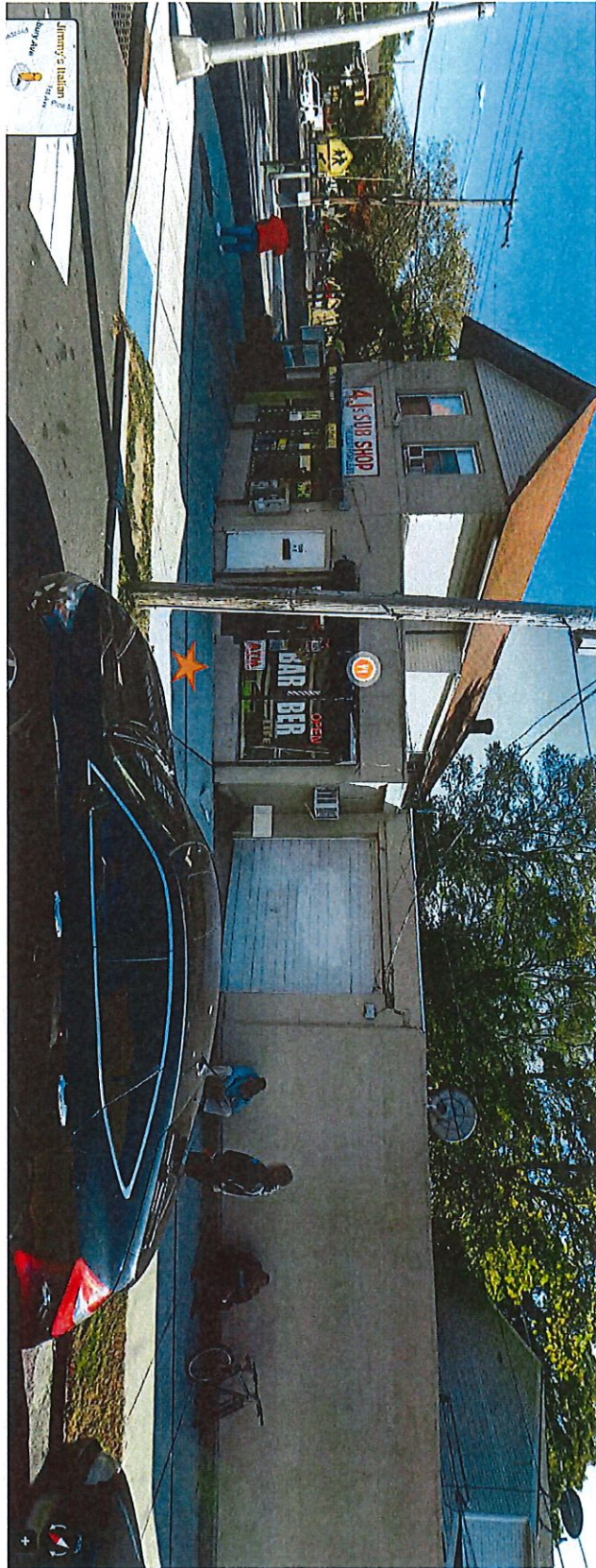
2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, a License Agreement which shall be in a form satisfactory to the City Attorney.
3. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Joseph A. Aldarelli, Property Owner;
 - (b) Scott Chesney, Christopher Reeves Foundation;
 - (c) Donna Vieiro, City Manager;
 - (d) Michele Alonso, Director of Planning and Redevelopment; and
 - (e) Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, 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. 2020-361 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

CERTIFIED BY ME THIS DAY OF , .

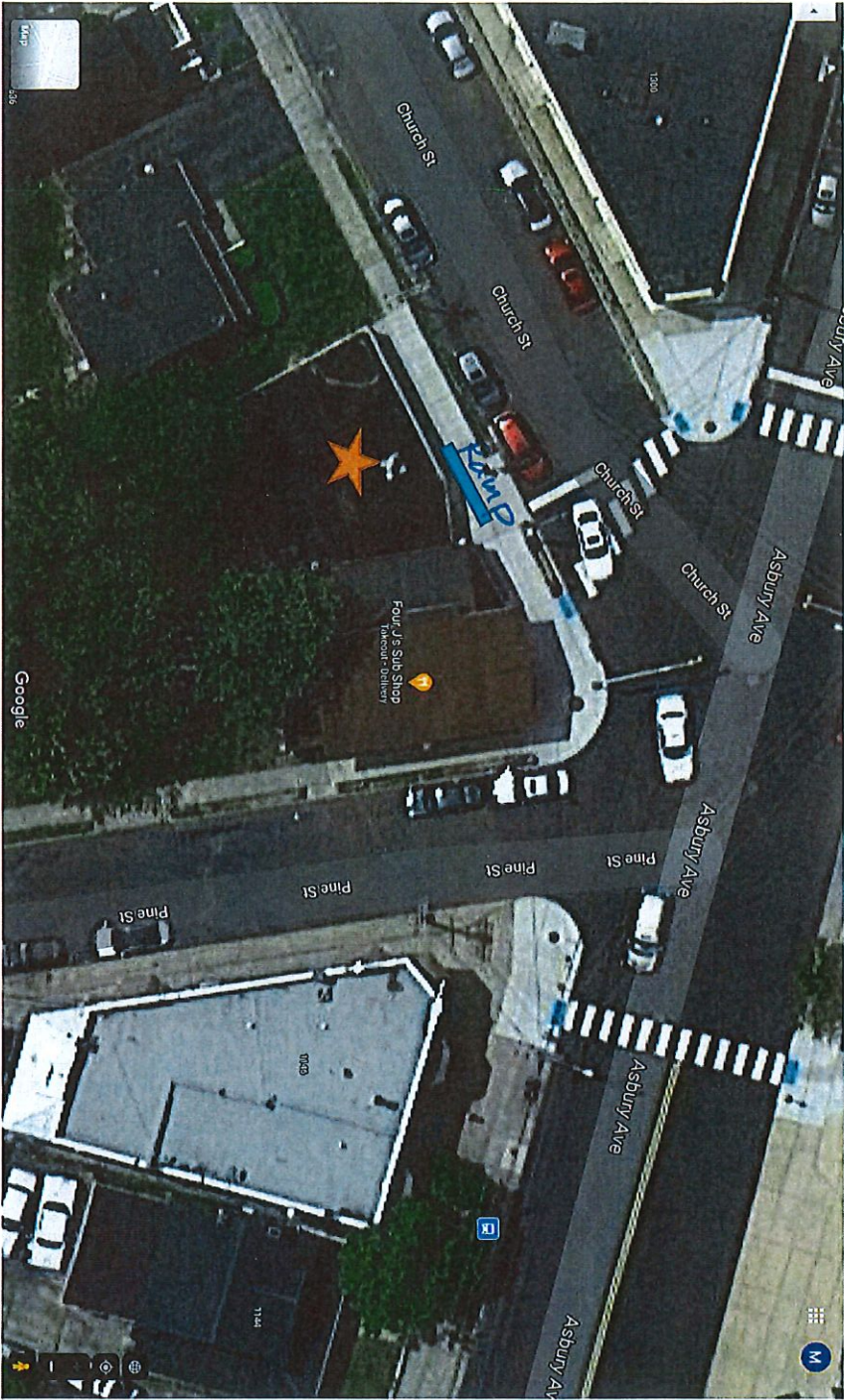
MELODY HARTSGROVE
CITY CLERK

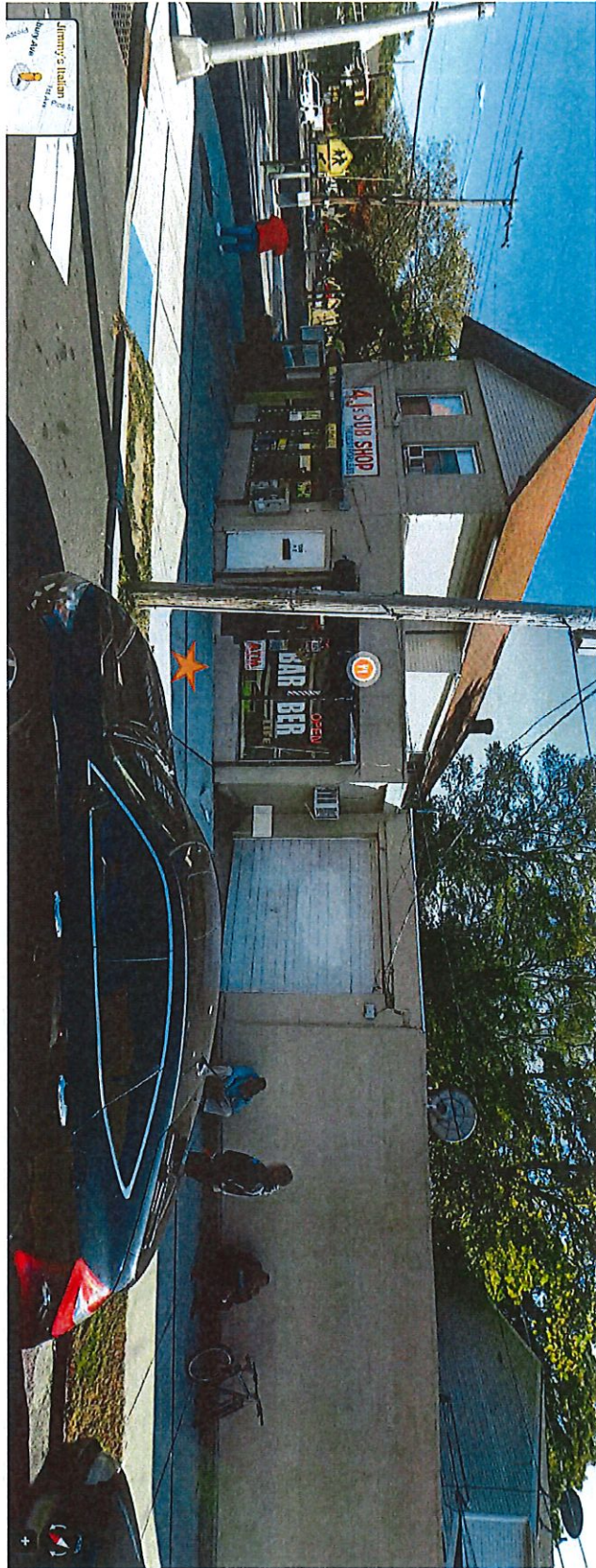




Attachment: 20201216141737326 (2020-361 : License Agreement for ROW at 1200 Asbury Avenue/630 Church Street (Block 1605, Lot 1) Barber

Key Map – Barber Life Ramp





Attachment: key map 1 (2020-361 : License Agreement for ROW at 1200 Asbury Avenue/630 Church Street (Block 1605, Lot 1) Barber Life)

Key Map – Barber Life Ramp





Individual Resolutions
Meeting of the Municipal Council
Tuesday, December 22, 2020
RESOLUTION SUMMARY

2020-362



RESOLUTION NO. 2020-362

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

RESOLUTION AUTHORIZING THE PURCHASE OF TRAFFIC SAFETY SIGNAGE THROUGH THE TRANSPORTATION UTILITY

WHEREAS, the City has a need to replace traffic safety signage; and

WHEREAS, the City has obtained a quote from Glenco Supply for \$13,320.00 for the replacement of in-street stop for pedestrian, STOP and speed limit traffic safety signage; and

WHEREAS, pricing is based off of awarded contract by competitive bid; and

WHEREAS, the City of Asbury Park is desirous of purchasing the items from the vendor listed above in an amount of \$13,320.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 0-06-55-502-000-201.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of traffic safety signage in the amount of \$13,320.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Transportation, and Director of Purchasing.

I, MELODY HARTSGROVE, 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. 2020-362 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

CERTIFIED BY ME THIS 23rd DAY OF December, 2020.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Tuesday, December 22, 2020
RESOLUTION SUMMARY

2020-363

Resolution authorizing the purchase of access control security system for the new transportation offices utilizing Capital funds.



RESOLUTION NO. 2020-363

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

RESOLUTION AUTHORIZING THE PURCHASE OF ACCESS CONTROL SECURITY SYSTEM FOR THE NEW TRANSPORTATION OFFICES

WHEREAS, the City of Asbury Park ("City") has a need to purchase access control security system for the new Transportation Office, in response to additional security needed due to COVID-19; and

WHEREAS, the City has obtained the attached quotes totaling \$16,039.17

- A+ Technology & Security in the amount of \$16,039.17 on State Contract #17-TELE-00231

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of access control security system for the new transportation office to the vendor listed above in an amount of \$16,039.17; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-172-014. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of access control security system in the amount of \$16,039.17 and a copy of this Resolution shall be provided to the Director of IT, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, 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. 2020-363 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

CERTIFIED BY ME THIS 22nd DAY OF December, 2020.

MELODY HARTSGROVE
CITY CLERK



Quote

Date	Quote #
12/10/2020	ES26186

Bill To:

Ship To: Joe Dellagione
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park NJ 07712

Title	Terms	Rep
Transportation Building Project	Net 30	Parish, Justin

Ln #	Qty	Description	Unit Price	Ext. Price
1	1	Controller 6000 <i>Manuf. Part #: C300100</i>	\$1,280.00	\$1,280.00
2	1	Controller Mounting Bracket (Third Party Product) <i>Manuf. Part #: C305760</i>	\$72.00	\$72.00
3	1	8H Module <i>Manuf. Part #: C300182</i>	\$975.00	\$975.00
4	1	16 lock 16 auxiliary outputs fused at 3A per output 12A/12V or 6A/24V 150W and 12A/12V or 6A/24V 150W E4 enclosure <i>Manuf. Part #: FPO150/150-2C82D8E4</i>	\$593.60	\$593.60
5	1	12V secondary voltage power module. Adjustable 5-18V output 4A max class 2 pwr ltd <i>Manuf. Part #: B100</i>	\$37.80	\$37.80
6	2	12V/7.0AH BATTERY <i>Manuf. Part #: BT126</i>	\$26.14	\$52.28
7	1	3 CONDUCTOR LINE CORD <i>Manuf. Part #: LC2</i>	\$4.09	\$4.09
8	1	VIDEO DOOR STATION, SURFACE MOUNT <i>Manuf. Part #: IS-DV</i>	\$291.00	\$291.00
9	1	MASTER STATION, WALL OR DESK MOUNT <i>Manuf. Part #: IS-MV</i>	\$636.00	\$636.00
10	4	Door License (Per Door) <i>Manuf. Part #: 2A8943</i>	\$130.00	\$520.00
11	4	T15 Mifare Reader, Black <i>Manuf. Part #: C300470</i>	\$190.00	\$760.00
12	3	5000C <i>Manuf. Part #: 10190403</i>	\$159.20	\$477.60

Ln #	Qty	Description	Unit Price	Ext. Price
13	1	9400-630 <i>Manuf. Part #: 9400-630</i>	\$339.00	\$339.00
14	1	99 SERIES RIM EXIT DEVICE EXIT ONLY NO TRIM 3 FEET SATIN CHROME <i>Manuf. Part #: 99EO 3 26D</i>	\$800.00	\$800.00
15	4	Surface mount door contact, grey <i>Manuf. Part #: 7939WG-GY</i>	\$7.50	\$30.00
16	2	18/4 STRANDED SHIELDED Natural <i>Manuf. Part #: 32151112</i>	\$204.67	\$409.34
17	1	22/6 STRANDED SHIELDED Natural <i>Manuf. Part #: 32061112</i>	\$147.91	\$147.91
18	1	23/4PR CAT 6 PLUS Green <i>Manuf. Part #: 51022105</i>	\$297.55	\$297.55
19	44	IPV-LABOR <i>Manuf. Part #: LABOR</i>	\$189.00	\$8,316.00

In accordance with NJ State Contract.

Contract/Blanket # 17-TELE-00231

Bid # 17DPP00085

Description – G2424 Surveillance and Access Control Security Systems

Subtotal	\$16,039.17
Sales Tax	\$0.00
Total	\$16,039.17

Attachment: A+ TECHNOLOGY TRANSPORTATION OFFICE ACCESS CONTROL SECURITY (2020-363 : Purchase of Access Control Security

SCOPE OF WORK

-Will install (4) Gallagher card readers on the following doors at the Transportation Building:

- Door 1 - Counter Area
- Door 2- Employee Door
- Door 3 - Equipment Closet
- Door 4 - Front Door

-Will install a surface mounted crash bar on the front door to replace the existing

ASSUMPTIONS

- All existing doors must be in good working condition. All door repairs must be completed prior to A+ arrival on site.
- Remote Access is required for A+ for duration of the project.
- Client is to provide all Network Routing, Required Bandwidth, IP Addresses, POE data ports, 110V Electrical Outlets, Rack Space and Wall Space with Plywood Backing
- Unless listed in the Scope of Work, Onsite Construction Meetings are not included in this pricing.
- Electrical Outlets must be within 3 Ft of Equipment Location.
- Unless provided by A+ in this proposal, the client is to provide Battery Backup, Patch Panels and Patch Cords.
- Unless specifically mentioned in the Scope of Work, J-Hooks, Cable Tray, Wire Mold, Conduit and Conduit Sleeves are not included in this proposal. If requested by customer, Labor and Materials can be provided on a separate estimate.
- Training provided will be done remotely, if onsite training or additional remote training is requested, an additional estimate will be needed.
- Installation will occur during normal business hours Monday - Friday 8:00am - 5:00pm
- Client to provide Interior Floor Plans for all buildings associated with this project.
- Client to provide marked locations for all existing devices that A+ will be working on.
- Client responsible for any permits required.
- Core Drilling not included. Customer responsible for providing clear pathways in between floors for A+ wiring.
- Cable Certification is not included. If required, this can be provided at an additional cost.
- All work areas to be asbestos free.
- High Voltage Electrical Work Not Included.
- Proof of tax exemption is required

Sign here to acknowledge that you have read and understand the Scope of Work, Assumptions & Notes/Customer's Expectations.

Signature

Print Name

TERMS & CONDITIONS

1. REMITTANCES: All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by A+ Technology & Security Solutions, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status, Prices are subject to correction for error.

2. PROPOSALS: Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after date received.

3. PROGRESS PAYMENTS: All equipment either delivered directly to the job site or received at seller's offices for configuration will be billed upon receipt. Seller reserves the right to invoice Customer as the work progresses. Invoices are due upon receipt (or based on approved terms) by Customer. If the Customer becomes overdue in any undisputed progress payment, Seller shall be entitled to suspend work & shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of NY and also to avail itself of any other legal remedies.

4. (RMA) RETURN MERCHANDISE AUTHORIZATION:

- Items returned for credit may be subject to a 25% restocking fee. In order to be considered for an eligible return, items must be returned to the Sellers office within 30 days of order. Credit return privileges may not apply to certain Third Party Distributed items. A 25% restocking fee applies to those Third Party items that are accepted for return.
- Items returned for credit must be in NEW, UNUSED, RESELLABLE condition and in their original packaging. Items showing any signs of use will not be accepted for return for credit.
- All items returned are subject to inspection and acceptance by A+ Technology & Security Solutions, Inc.
- In the event that a return is refused, the customer will be contacted to arrange for the product return and a \$125.00 test and inspection may be applied.
- Custom fabrication orders and special orders cannot be returned for credit as their purchase is considered final.

5. CANCELLATION AND SUSPENSION: Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge. Seller adjustment charge is equal to all invoices for work performed, all invoices for hardware delivered, plus 15%.

6. TAXES: The amount of any sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated to pay, either on its own behalf of the Customer or otherwise, with respect to the material and other service covered by this proposal, shall be added to such invoices and paid by the Customer.

7. LOSS, DAMAGE OR DELAY: Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. Client has full responsibility for disclosing to A+ any hazards including but not limited to asbestos locations prior to A+ beginning work. A+ is not responsible for damages caused by undisclosed hazards including but not limited to removal or remediation of any hazardous materials in relation to the work being performed. In no event shall seller be liable for any consequential or special damages.

8. WARRANTY: Seller warrants that the equipment installed and services furnished by it and covered by this proposal are free from defects under normal use and service and equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (90) ninety days after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, express or implied. There are no implied warranties of merchantability or of fitness for a particular purpose. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not installed by it.

9. CUSTOMER'S REMEDIES: The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. In no event shall seller be liable for claims (based upon breach of implied warranty) for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expenses incurred by reason of the use or misuse of equipment which or does not conform to the terms and conditions of any contract resulting from this proposal.

10. GOVERNING LAW: Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of NY

11. LICENSING/SOFTWARE AGREEMENTS/MANUFACTURER WARRANTIES: All licensing/Software Agreements and Manufacturer Warranties commence on the day the Seller procures them from the manufacturer.

12. ACCEPTANCE OF TERMS: This proposal shall become a binding contract between the Customer and Seller when accepted in writing by signature of Authorized Representative of Customer and Seller receipt of 50% Deposit. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

13. PAYMENT TERMS: After initial 50% deposit is received; the customer will be invoiced for progress payments due upon receipt based on the percentage of job completion. For example, if job is 50% complete, customer will owe the original 50% deposit plus 50% of the remainder due.

Bill To:**Ship To:**

Joe Dellagione
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park NJ 07712

Optional Leasing

Total Price: \$16,039.17
36 Month Lease: \$543.73
48 Month Lease: \$428.25
60 Month Lease: \$351.26

The Lease Payment price above is only intended to be used as a guideline and/is subject to credit approval. The actual payment is determined at the time of approval and may vary from the above. Please contact your sales associate for further details.

Remarks

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from A+ Technology & Security Solutions, Inc. will be submitted for 30% of the project upon award for mobilization and equipment purchase. A+ Technology & Security Solutions, Inc. will perform all walkthrough's during normal business hours (8am - 5pm) Monday-Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and holiday time.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt.

Any alteration of deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above.

The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of A+ Technology & Security Solutions, Inc. as evidence by their signature below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of A+ Technology & Security Solutions, Inc. which is not expressed herein.

A+ Technology & Security Solutions, Inc. is authorized to proceed with the work as proposed.

 Signature

 Print Name

 Date



Individual Resolutions
Meeting of the Municipal Council
Tuesday, December 22, 2020
RESOLUTION SUMMARY

2020-364

Resolution authorizing the purchase of uniforms for four new Police Officers utilizing Police Clothing Allowance and eight Class II Police Uniforms utilizing Waterfront Redevelopment Grant Funds.



RESOLUTION NO. 2020-364

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

RESOLUTION AUTHORIZING THE PURCHASE OF UNIFORMS FOR THE POLICE DEPARTMENT

WHEREAS, the City has a need to purchase uniforms for the four new Police Officers and eight Class II Police Officers; and

WHEREAS, the City has solicited and obtained two quotes from Lanigans Associates, Inc. and American Uniform & Supply; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to Lanigans Associates, Inc. in an amount of \$10,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts:

- G-02-43-890-000-200 - \$4,000.00
- 0-01-25-240-000-207 - \$6,000.00

The maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City of Asbury Park is desirous of awarding the purchases to the vendor in an amount listed above; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase as outlined in this Resolution for a total amount of \$6,000.00 to Lanigans Associates, Inc.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution shall be provided to the CFO, City Manager, Director of Purchasing and the Police Chief.

I, MELODY HARTSGROVE, 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. 2020-364 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

CERTIFIED BY ME THIS 22nd DAY OF December, 2020.

MELODY HARTSGROVE
CITY CLERK

AMERICAN**UNIFORM & SUPPLY**

6831 US 9

HOWELL, NJ 07731

732-886-2004

email – rick@amerunif.com

Bid

70325RS

Date: 1/16/2020

Rep.: RS

Cust ID: APPD20

Phone:

Bill To

**CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712**

Ship To

E-Mail:

**CITY OF ASBURY PARK
POLICE DEPARTMENT
ATTN: MCPA SLEO II RECRUIT**

PRODUCT ID	QUANT.	DESCRIPTION	Price	EXTENDED
574KH-XLGTL	3	KHAKI TALL TWILL SHIRT	29.99	89.97
TAILOR-MCPA	3	MILITARY CREASES TACK COLLAR POINTS TAPER AS NECESSARY REQUIRED NAMETAPE DEPARTMENT PATCH - L/SLEEVE REVERSE AMERICAN FLAG - R/SLEEVE	30.00	90.00
874KH-44X34	3	KHAKI TWILL TROUSERS HEMMED TO COSTUMER INSEAM	29.99	89.97
TAILORMC-PANTS	3	SEW MILITARY CREASES IN PANTS	7.00	21.00
915-NAVY-XLG	3	NAVY LONGER LENGTH SHORT	15.99	47.97
G180-NAVY-XLG	2	NAVY 7.75oz 50/50 CREW SWEATSHIRT	11.99	23.98
G182-NAVY-XLG	2	NAVY 50/50 SWEATPANTS	15.99	31.98
G200-NAVY-XLG	3	NAVY T-SHIRT 6.1oz ULTRA COTTON®	5.00	15.00
G185-NAV-XLG	2	NAVY HOODED SWEATSHIRT	17.49	34.98
CADCUT-REF-NAME	12	2" REFLECTIVE LAST NAME FRONT OF TOPS BACK OF BOTTOMS	10.00	120.00
90043-00	2	3" X 20" BLACK CLIP-ON NECKTIE	6.00	12.00
LR-000445	1	LIME GREEN REFLECTIVE ELASTIC BELT	13.99	13.99
9054CB	1	SHIRT GARTERS -SINGLE W/CLAW CLAMP	11.99	11.99

AMERICAN
UNIFORM & SUPPLY
 6831 US 9
 HOWELL, NJ 07731
 732-886-2004
 email – rick@amerunif.com

Bid
70325RS

Date: 1/16/2020
 Rep.: RS
 Cust ID: APPD20

Phone:

Bill To

**CITY OF ASBURY PARK
 ONE MUNICIPAL PLAZA
 ASBURY PARK NJ 07712**

Ship To

E-Mail:

**CITY OF ASBURY PARK
 POLICE DEPARTMENT
 ATTN: MCPA SLEO II RECRUIT**

PRODUCT ID	QUANT.	DESCRIPTION	Price	EXTENDED
		Paid On Inv.		Subtotal 602.83
		Paid By		Total 602.83
X-----		Bal. Due	602.83	
Signature		CUR. BAL.: 0		

"Serving the Finest
 with the Finest!"

Attachment: POLICE DEPARTMENT UNIFORM QUOTES (2020-364 : Authorizing the purchase of uniforms for the Police Department)

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 BLAIR

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
GYM SHORTS W NAME	3	20.00	60.00
SWEATSUIT W NAME	2	50.00	100.00
HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE

RED BANK, NJ 07701

732-530-0447

ASBURY PARK PD

HERSHENHORN

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
GYM SHORTS W NAME	3	20.00	60.00
SWEATSUIT W NAME	2	50.00	100.00
HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 BRAGA

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
GYM SHORTS W NAME	3	20.00	60.00
SWEATSUIT W NAME	2	50.00	100.00
HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 MELNICK

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
GYM SHORTS W NAME	3	20.00	60.00
SWEATSUIT W NAME	2	50.00	100.00
HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 SIMBOLI

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
GYM SHORTS W NAME	3	20.00	60.00
SWEATSUIT W NAME	2	50.00	100.00
HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 GRAZIANO

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
GYM SHORTS W NAME	3	20.00	60.00
SWEATSUIT W NAME	2	50.00	100.00
HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 EMMONS

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
GYM SHORTS W NAME	3	20.00	60.00
SWEATSUIT W NAME	2	50.00	100.00
HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 VALCIN(HEROL)

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
GYM SHORTS W NAME	3	20.00	60.00
SWEATSUIT W NAME	2	50.00	100.00
HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 NELSON

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
GYM SHORTS W NAME	3	20.00	60.00
SWEATSUIT W NAME	2	50.00	100.00
HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 GARGIULO

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
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HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

Attachment: POLICE DEPARTMENT UNIFORM QUOTES (2020-364 : Authorizing the purchase of uniforms for the Police Department)

AMERICAN**UNIFORM & SUPPLY**

6831 US 9

HOWELL, NJ 07731

732-886-2004

email - rick@amerunif.com

Bid

70326RS

Date: 1/16/2020

Rep.: RS

Cust ID: APPD20

Phone:

Bill To

**CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712**

Ship To

E-Mail:

**CITY OF ASBURY PARK
POLICE DEPARTMENT
ATTN: INITIAL ISSUE**

PRODUCT ID	QUANT.	DESCRIPTION	Price	EXTENDED
E8907RN-44U	2	TOP AUTHORITY + FR BLUE STRIPE - HEMMED TO CUSTOMER INSEAM	72.99	145.98
319N-18X35	2	FRENCH BLUE TEXTROP2™ LONG SLEEVE SHIRT	56.99	113.98
3319N-18	2	FRENCH BLUE TEXTROP2™ SHORT SLEEVE SHIRT	52.49	104.98
SEWAPATCH	4	ASBURY PARK POLICE PATCH - L/SLEEVE	3.00	12.00
X52063A	4	NJ SPECIAL OFFICER II PATCH - R/SLEEVE	4.00	16.00
BUT-NJ-NICKLE	16	BUTTON/1-11560-25-34-11900	1.25	20.00
E9025R-44	2	CLASS "B" CARGO PANTS + FR BLUE STRIPE - HEMMED TO CUSTOMER INSEAM	71.99	143.98
G978NP-17.5X37	2	Tek3™ FRENCH BLUE MENS' LS TWILL SHIRT	55.99	111.98
G968NP-XLG	2	Tek3™ FRENCH BLUE MENS' SS TWILL SHIRT	51.49	102.98
SEWAPATCH	4	ASBURY PARK POLICE PATCH - L/SLEEVE	3.00	12.00
X52063A	4	NJ SPECIAL OFFICER II PATCH - R/SLEEVE	4.00	16.00
X134663E	4	BLACK-BLACK MERROWED NAMETAPE ASBURY PARK POLICE - L/CHEST	8.00	32.00
X134663E	4	BLACK-BLACK MERROWED NAMETAPE FIRST INIT., LAST NAME - R/CHEST	8.00	32.00
968-12E	1	MEN'S BLACK UNIFORM OXFORD	138.99	138.99
2261-12M	1	MEN'S 8" TACTICAL SPORT SIDE ZIP BOOT	103.99	103.99
99-4-2	1	EXTRA LARGE PLAIN UNDERBELT W/VELCRO	42.99	42.99
52100-86-SMMD	1	LAPD NAVY MOCK TURTLENECK	14.99	14.99
EMB-NAME	2	DIRECT EMBROIDER APPD	4.00	8.00
90043-61	2	3" X 20" DARK NAVY CLIP-ON NECKTIE	6.00	12.00
08-SILVER	2	SILVER NAMEPLATE + CLUTCH PINS - FIRST INIT., LAST NAME	17.99	35.98
9152	1	AUTOLOCK 22" SUPER GRIP BATON	149.99	149.99
3634	1	9152 22"& 9172 26" AUTOLOCK BATON HOLDER - BASKETWEAVE	34.99	34.99
PR-4710	1	MODEL 700 NICKEL HANDCUFFS	29.99	29.99
1701H-BW-NS	1	CUFF CASE BASKETWEAVE NICKLE SNAP	33.99	33.99

AMERICAN**UNIFORM & SUPPLY**

6831 US 9

HOWELL, NJ 07731

732-886-2004

email - rick@amerunif.com

Bid

70326RS

Date: 1/16/2020

Rep.: RS

Cust ID: APPD20

Phone:

Bill To

**CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712**

Ship To

E-Mail:

**CITY OF ASBURY PARK
POLICE DEPARTMENT
ATTN: INITIAL ISSUE**

PRODUCT ID	QUANT.	DESCRIPTION	Price	EXTENDED
204ABW-44	1	SAM BROWNE HALF LINED BASKETWEAVE DUTY BELT	67.99	67.99
295-83-81	1	GLOCK 17, 19, 21,23 RH BW HOLSTER	199.99	199.99
MPNYCXBW-NS	1	45 CAL BW DOUBLE MAGAZINE POUCH	46.99	46.99
25-1BW-NICKLE	4	1" BW NICKEL SNAP KEEPER	7.99	31.96
MK3HBWNS	1	CASE/MACE NICKLE SNAP	28.99	28.99

X-----
Signature

Paid On Inv.

Paid By

Bal. Due

CUR. BAL.: 0**1845.70**

"Serving the Finest
with the Finest!"

Subtotal

1845.70

Total**1845.70**

LANIGAN ASSOCIATES, INC**QUOTE**

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 PETTWAY

DESCRIPTION	QTY	UNIT	UNIT TOTAL
TROUSER - CLASS B	2	62.50	125.00
LS SHIRT - CLASS B (INCL PATCHES/SILVER BTN)	2	59.50	119.00
SS SHIRT - CLASS B (INCL PATCHES/SILVER BTN)	2	55.50	111.00
BDU PANTS - CLASS C	2	65.00	130.00
LS SHIRT - CLASS C(INCL PATCHES/NAMETAPES)	2	62.50	125.00
SS SHIRT - CLASS C(INCL PATCHES.NAMETAPES)	2	60.00	120.00
SHOES	1	59.00	59.00
BOOTS	1	129.00	129.00
UNDERBELT	1	18.00	18.00
DICKEY WITH APPD	2	16.00	32.00
TIE	2	6.00	12.00
NAMETAG	2	10.00	20.00
BATON	1	89.00	89.00
BATON HOLDER	1	38.00	38.00
CUFFS	1	31.00	31.00
CUFF CASE	1	34.00	34.00
GUN BELT	1	55.00	55.00
HOLSTER	1	169.00	169.00
MAG POUCH	1	39.00	39.00
KEEPERS	4	2.75	11.00
CHEM CASE	1	34.00	34.00
TOTAL			1,500.00

Attachment: POLICE DEPARTMENT UNIFORM QUOTES (2020-364 : Authorizing the purchase of uniforms for the Police Department)

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE

RED BANK, NJ 07701

732-530-0447

ASBURY PARK PD**BLAIR**

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
GYM SHORTS W NAME	3	20.00	60.00
SWEATSUIT W NAME	2	50.00	100.00
HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 HERSHENHORN

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
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PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 BRAGA

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
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PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 MELNICK

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
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PT BELT	1	12.50	12.50
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TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 SIMBOLI

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
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SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK PD
 GRAZIANO

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
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TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE

RED BANK, NJ 07701

732-530-0447

ASBURY PARK PD

EMMONS

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
GYM SHORTS W NAME	3	20.00	60.00
SWEATSUIT W NAME	2	50.00	100.00
HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE

RED BANK, NJ 07701

732-530-0447

ASBURY PARK PD

VALCIN(HEROL)

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
GYM SHORTS W NAME	3	20.00	60.00
SWEATSUIT W NAME	2	50.00	100.00
HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE

RED BANK, NJ 07701

732-530-0447

ASBURY PARK PD

NELSON

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
GYM SHORTS W NAME	3	20.00	60.00
SWEATSUIT W NAME	2	50.00	100.00
HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE

RED BANK, NJ 07701

732-530-0447

ASBURY PARK PD**GARGIULO**

DESCRIPTION	QTY	UNIT	UNIT TOTAL
LS SHIRT (DICKIES)	3	42.50	127.50
TROUSERS (DICKIES)	3	30.00	90.00
T-SHIRT W NAME	3	19.00	57.00
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HOODED SWEATSHIRT W NAME	1	30.00	30.00
TIE	2	6.00	12.00
PT BELT	1	12.50	12.50
SHIRT STAYS	1	11.00	11.00
TOTAL			500.00

CITY OF ASBURY PARK
Municipal Building
One Municipal Plaza
Asbury Park, NJ 07712-7000
TEL (732)775-2100 FAX (732)775-0441

REQUISITION		3.C.8.a
NO.	R-009128	

SHIP TO	POLICE DEPARTMENT ONE MUNICIPAL PLAZA ASBURY PARK, NJ 07712
VENDOR	VENDOR #: LANASO
	LANIGAN ASSOCIATES. INC. 496 SHREWSBURY AVENUE TINTON FALLS, NJ 07701

ORDER DATE: 12/08/20
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COS
1.00	Police Uniforms SLEO Keith Pettway Jordan Storey Krista Panariello Samuel Rodriquez Mark Stephens Malik Jenkins Logan Murphy Jacob Klein	G-02-43-890-018-200 Redevelopers Contr. Police	4,000.0000	4,000.00
1.00	Police Uniforms Anthony Arancio James Hand Assdullah Kakar Andrew Slinger	0-01-25-240-000-207 POLICE Clothing Allowance	6,000.0000	6,000.00
			TOTAL	10,000.00

Attachment: POLICE DEPARTMENT UNIFORM QUOTES (2020-364 : Authorizing the purchase of uniforms for the Police Department)

REQUESTING DEPARTMENT

DATE

JoAnn Boos

From: Michael Casey
Sent: Friday, December 4, 2020 4:34 PM
To: JoAnn Boos; Tracy Lizardi; Laura Anderson
Cc: David Kelso; Guy Thompson; David DeSane; Joel Fiori
Subject: Uniforms and equipment

JoAnn / Tracy,

Good afternoon. I am trying to generate two requisitions and realized that one of the account numbers is one that I do not have access to. The other account number needs to be replenished to accommodate the request.

Account # ⁴³⁻⁸⁹⁰⁻⁰¹⁸⁻²⁰⁰ ~~G-02-43-871-015-201~~ is for Waterfront Redevelopers
 Qty/Unit-8 Description-Class II officer uniforms and/or equipment for Keith Pettway, Jordan Storey, Krista Panariello, Samuel Rodriguez, Mark Stephens, Malik Jenkins, Logan Murphy, Jacob Klein Unit price-\$500.00 Total-\$4000.00

Account#0-01-25-240-000-207 is for Police Clothing Allowance
 Qty/Unit-4 Description-Uniform's/Equipment for regular Officer's Anthony Arancio, James Hand, Asadullah Kakar, Andrew Slinger
 Unit Price-\$1500.00 Total-\$6000.00

Vendor- Lanigan Associates. INC. (LANASO) for both

Any assistance would be greatly appreciated.

Sergeant Michael Casey #220

Asbury Park Police Department

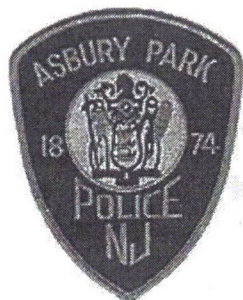
One Municipal Plaza

Asbury Park, NJ 07712

Tel: (732) 502-5705

Fax: (732) 775-5741

Mail to: michael.casey@cityofasburypark.com



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Individual Resolutions
Meeting of the Municipal Council
Tuesday, December 22, 2020
RESOLUTION SUMMARY

2020-365

Resolution authorizing repairs to the 2013 Seagrave Aerialscope Reel at the Fire Department utilizing funds from the Fire Department Motor Vehicle line item.



RESOLUTION NO. 2020-365

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

RESOLUTION AUTHORIZING THE BOOM REEL REPLACEMENT ON THE 2013 SEAGRAVE AERIALSCOPE REEL AT THE FIRE DEPARTMENT

WHEREAS, the City has a need to replace the boom reel on the 2013 Seagrave Aerialscope at the Fire Department; and

WHEREAS, the City has solicited and obtained three quotes from F.I.S. On-Site Service LLC, Seagrave Sales and Service and Defender Service Technician; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the boom reel replacement to the 2013 Seagrave Aerialscope at the Fire Department to F.I.S. On-Site Service, LLC in the amount of \$12,168.33; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 0-01-25-265-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the boom reel replacement to the 2013 Seagrave Aerialscope Reel in the amount of \$12,168.33 and a copy of this Resolution shall be provided to the City Manager, CFO, Fire Chief, and Director of Purchasing.

I, MELODY HARTSGROVE, 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. 2020-365 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

CERTIFIED BY ME THIS 22nd DAY OF December, 2020.

MELODY HARTSGROVE
CITY CLERK

F.I.S. ON-SITE SERVICE LLC

206 DAVIS AVE.

Forked River, NJ. 08731

Phone: 609-693-7122 Fax: 866-733-9774

3.C.9.a

000139

Estimate for Services**ASBURY PARK FIRE DEPT.**

800 MAIN STREET

Asbury Park, NJ 07712

Estimate Date : 12/2/2020

2013 SEAGRAVE - AERIALSCOPE - SERIES 60

Lic # : - NJ

Odom. In: (

VIN # : 1F9FB28T4 DCST2042

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
REEL COMPLETE WITH CABLE S18801-163-08-4	1.00	9,568.33	9,568.33	BOOM REEL REPLACEMENT	20.00	2,200.00
SHIPPING SHIPPING	1.00	400.00	400.00	REPLACE BOOM CONTROL REEL AND ALL CABLE, REWIRE TO CURRENT CONFIG		

Parts/Supplies: 9,968.33

Labor: 2,200.00

Total : \$ 12,168.33

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within ___ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts ___. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE. All labor is warranted for 90 days unless other wise stated. Parts are covered under the manufactures warranty. All valve replacement or repair are covered for 30 days labor only.

Signature _____ Date _____ Time _____

SCHEPER, FRANK



Seagrave
Since 1881
Seagrave Sales & Service
11 Edgeboro Road, Suite 1 Phone: 732-967-9520
East Brunswick, NJ 08816 Fax: 732-967-9521

*** Customer Review **

3.C.9.a

Date / Time: 12/15/2020 5:19:58PM
Repair Order: 124
Customer: 2042
Branch: EBrunswick
Invoice Total: \$15,314.00

Charge

Page 1 of 1

Bill To: City Of Asbury Park
800 MAIN ST.
ASBURY PARK, NJ 07712
Shop: 732-904-1295

Ship To: City Of Asbury Park
800 MAIN ST.
ASBURY PARK, NJ 07712

Customer P/O: dmarone

Completion Date:

Unit Number: 57001

Model Year: 2013

Make/Model: Seagrave TC0RC0
(SO# 57001)

Type: General

VIN: 1F9FB28T4DCST2042

In-Service Date: 03/26/2019

Task: 1 CORD REEL CORD REEL
Complaint: REMOVE OLD REEL & FIT NEW CORD REEL

Department: Service

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Extend
	Shop Sup	Shop Supplies	Misc	1.00	150.00	150.00
GLE-08	S18801-163-12-2	REEL W/CABLE	Part	EA	12,764.00	12,764.00

Payment Method

Charge

Quote

Totals

Total Parts:	\$12,764.00
Total Core Chg:	\$0.00
Total Core Ret:	\$0.00
Total EHC:	\$0.00
Total Labor:	\$2,400.00
Total Miscellaneous:	\$150.00
Invoice Subtotal:	\$15,314.00
Total Tax:	\$0.00
Invoiced Total:	\$15,314.00

This estimate is based on available information. Parts and labor in addition to this estimate may be required once the work has started and a full inspection is completed. Any further repairs will be quoted for your approval. This estimate is valid for thirty days from the date it was written. Written authorization or purchase order must be provided before work can be scheduled or parts ordered. We appreciate the opportunity to provide you with this estimate. If we can be of further assistance or if you have any questions, please do not hesitate to contact us.

Signature: _____

Date: _____

Attachment: 2013 SEAGRAVE AERIALSCOPE BOOM REEL QUOTE (2020-365 : Authorizing Replacement of the Boom Reel on the 2013

Robert.Pasquariello@cityofasburypark.com

From: squanfiremarshal@yahoo.com
Sent: Tuesday, December 15, 2020 3:01 PM
To: Robert Pasquariello
Subject: [EXTERNAL] Fwd: Asbury Park Aerialscope Reel

Christopher Barkalow
 Director of Fire Services / Fire Marshal
 Manasquan Fire District #1
 Office: 732-223-1599
 Cell: 908-309-1721

Begin forwarded message:

From: DefenderService Technician <defenderservicetech@gmail.com>
Date: December 15, 2020 at 14:50:47 EST
To: Chris Barkalow <squanfiremarshal@yahoo.com>
Subject: Asbury Park Aerialscope Reel

Chris -

We are still working on completing the estimate you requested for the Asbury Park FD Aerialscope. We are working with Seagrave to get the correct parts pricing and availability for this unit. As of today (12/15/2020) we have not been able to get pricing or availability from Seagrave. We will notify you as soon as pricing and availability is provided from the factory.

Please let me know if you have any questions

David Hansen

Service Manager
 Master ASE/EVT Technician
 Office: 732-840-9389
 Cell: 732-309-1321
DefenderServiceTech@gmail.com



Attachment: 2013 SEAGRAVE AERIALSCOPE BOOM REEL QUOTE (2020-365 : Authorizing Replacement of the Boom Reel on the 2013

Tracy Lizardi

From: Robert Pasquariello
Sent: Wednesday, December 16, 2020 7:16 AM
To: Kevin Keddy
Cc: Tracy Lizardi; Raymond DiLello; Christopher Barkalow
Subject: 8389 Boom Reel
Attachments: FIS-8389 Reel Quote.pdf; Defender Email-8389 Reel.pdf; Seagrave-8389 Reel Estimate.pdf

Chief,
 I have attached two quotes and an email from a third vendor detailing that as of now, he cannot quote the work for the 89 reel replacement. The low quote is FIS On-Site Service, who will do the work in-quarters. We have used this vendor for tower ladder work in the past and have been satisfied with his work.

This work will need a Council resolution due to the amount; there should be just enough in the 2021 "Motor Vehicle" line to cover this.

It is imperative that this resolution be processed ASAP, preferably on 12/22 meeting. The new reel is a custom order due to the age of the tower ladder and it has a 3-4 week lead time. The current reel has been "band-aided" as much as humanly possible and the "extend/retract" function is currently almost 100% unusable from the bucket....

Please feel free to reach out to me with any questions.

Thanks,
 -Pags

Robert Pasquariello, Jr.

Battalion Chief
 City of Asbury Park
 800 Main Street
 Asbury Park, NJ 07712
 P: 732-775-6300, ext. 6
robert.pasquariello@cityofasburypark.com

Visit, Follow, Sign-up & Watch

www.cityofasburypark.com
 FB @CityofAsburyParkNJ and @inAsburyParkNJ
 Twitter @inAsburyParkNJ and @APCmtEvents
 Instagram @CityofAsburyParkNJ
www.NextDoor.com
www.Nixle.com

APT V Verizon Fios Ch. 30 & Optimum Ch. 77

Census 2020: Make Asbury Park Count!

What is the Census and why is it important? Click here to find out.

For more information, visit www.census.gov.

0-01-25-265-000-203

Attachment: 2013 SEAGRAVE AERIALSCOPE BOOM REEL QUOTE (2020-365 : Authorizing Replacement of the Boom Reel on the 2013



**Asbury Park, New Jersey
ORDINANCE NO. 2020-25**

**A CAPITAL ORDINANCE APPROPRIATING THE SUM OF \$362,000.00 FOR
VEHICLES FOR VARIOUS DEPARTMENTS**

BE IT ORDAINED, by the City Council of the City of Asbury Park in the County of Monmouth, New Jersey (not less than two-thirds of all members thereof affirmatively concurring) as follows:

SECTION 1. The improvements described in Section 2 of this Ordinance are hereby respectively authorized as general improvements to be made by the City of Asbury Park, New Jersey, for the said improvements or purposes stated in Section 2, there is hereby appropriated the sum of money therein stated as the appropriation made for said improvements or purposes, said sum being inclusive of all appropriations therefore made thereof and amounting in the aggregate to \$350,000.00 which is now available in capital surplus.

SECTION 2. The City of Asbury Park, in the County of Monmouth, State of New Jersey, is hereby authorized to provide for the following:

2 Police Vehicles and Related Equipment	\$140,000.00
Fire Vehicle	190,000.00
SUV- Administration	32,000.00

SECTION 3. It is hereby determined and stated:

(a) That said purposes are not a current expense. That the same are improvements which the municipality may lawfully make and that no part of the cost of said improvements has been or shall be specifically assessed on properties specifically benefited.

(b) It is not necessary to finance said appropriations by the issuance of obligations by the City of Asbury Park pursuant to the Local Bond Law of the State of New Jersey, for the reason that monies sufficient to cover the appropriations thereof shall be available from capital surplus in the amount of \$362,000.00.

SECTION 4. The Capital Budget of the City of Asbury Park is hereby amended to conform with the provisions of this Ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing all detail of the amended or temporary Capital Budget and capital program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and is available for public inspection.

SECTION 5. The sum of \$362,000.00 is hereby appropriated for the aforementioned purposes.

SECTION 6. It is hereby determined and stated that no supplemental debt statement is required to be made and signed in connection with said appropriations, since the gross debt of the municipality, as defined under the Local Bond Law, is not increased by this Ordinance and no obligations in the matter of notes or bonds are authorized by this Ordinance.

SECTION 7. This Ordinance shall take effect after publication thereof and final passage as required by law.

I, MELODY HARTSGROVE, 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. 2020-25 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-26**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING CHAPTER VII OF THE
CODE OF THE CITY OF ASBURY PARK REGARDING TRAFFIC REGULATIONS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended traffic regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-20 ONE-WAY STREETS.

7-20.1 Designated.

The following described streets or parts of streets are hereby designated as One-Way Streets in the direction indicated. Parking on these streets will be permitted on the sides indicated below.

Name of Street	Direction	Limits	Parking Permitted
Langford Street	North	Fifth Avenue to Sunset Avenue	Both sides

I, MELODY HARTSGROVE, 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. 2020-26 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-27**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND
SUPPLEMENTING CHAPTER VII OF THE CODE OF THE CITY OF ASBURY PARK
REGARDING TRAFFIC AND PARKING REGULATIONS**

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning alternate side parking within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended as follows:

7-12 PARKING PROHIBITED FOR STREET CLEANING.

No person shall cause or permit to be parked any motor vehicle upon any street between the specified hours and days described. (2000 Code 7-12; Ord. No. 2702; Ord. No. 2823; New)

Name of Street	Sides	Hours and Days	Location
Bergh Street	West	9:00 a.m. - 11:00 a.m. Thursdays	Asbury Avenue to Fifth Avenue
	East	9:00 a.m. - 11:00 a.m. Tuesdays	Asbury Avenue to Fifth Avenue
Church Street	North	9:00 a.m.-11:00 a.m. Mondays	Prospect Avenue to Asbury Avenue
	South	9:00 a.m.-11:00 a.m. Fridays	Prospect Avenue to Asbury Avenue

Monroe Avenue	North	a. 9:00 a.m.-11:00 a.m. Mondays	Pine Street to Memorial Drive
		b. 9:00 a.m.-11:00 a.m. Mondays	Prospect Avenue to Neptune Township
		c. 9:00 a.m. - 11:00 a.m. Tuesdays	Main Street to Grand AvenueHeck Street
	South	a. 9:00 a.m. 11:00 a.m. Fridays	Pine Street to Memorial Drive
		b. 9:00 a.m. 11:00 a.m. Fridays	Prospect Avenue to Neptune Township
		c. 9:00 a.m. 11:00 a.m. Thursdays	Main Street to Grand AvenueHeck Street
Pine Street	North	9:00 a.m. 11:00 a.m. Mondays	Asbury Avenue to Monroe Avenue
	South	9:00 a.m. 11:00 a.m. Fridays	Asbury Avenue to Monroe Avenue
Prospect Avenue	North	9:00 a.m. 11:00 a.m. Mondays	Asbury Avenue to Monroe Avenue
	South	9:00 a.m. 11:00 a.m. Fridays	Asbury Avenue to Monroe Avenue
Sewall Avenue	North	9:00 a.m. 11:00 a.m. Mondays	Neptune Border to Prospect Avenue Pine Street to Memorial Drive
		9:00 a.m. 11:00 a.m. Tuesdays	Main Street to Grand AvenueHeck Street
	South	9:00 a.m. 11:00 a.m. Fridays	Neptune Border to Prospect Avenue Pine Street to Memorial Drive
		9:00 a.m. 11:00 a.m. Thursdays	Main Street to Grand AvenueHeck Street

I, MELODY HARTSGROVE, 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. 2020-27 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-28**

**ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH AND
STATE OF NEW JERSEY AMENDING ORDINANCE NO. 2018-21, RELATING TO
THE IMPLEMENTATION AND COLLECTION OF "DEVELOPMENT FEES" (AS
CODIFIED IN CHAPTER 2, SECTION 88 OF THE ASBURY PARK CITY CODE).**

WHEREAS, on December 27, 2018, the Asbury Park City Council adopted Ordinance No. 2018-21, entitled as follows: "An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight 'Development Fees' to the Code of the City of Asbury Park" (the "Ordinance"), which is now codified in Chapter 2, Section 88 of the Asbury Park City Code; and

WHEREAS, the Ordinance was subsequently approved for implementation through a Consent Order entered by the Superior Court of New Jersey (Hon. Linda Grasso Jones, J.S.C.) dated September 23, 2020; and

WHEREAS, since then, relevant City Officials have met and have recommended that certain minor revisions be made to the Ordinance in order to facilitate its smooth implementation; and

WHEREAS, the proposed revisions are set forth herein.

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

1. That Ordinance No. 2018-21, entitled "An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight 'Development Fees' to the Code of the City of Asbury Park," which is now codified in Chapter 2, Section 88 of the Asbury Park City Code, is hereby amended in the following limited respects (additions are shown with underline; deletions are shown with ~~strikethrough~~):

§ 88-1. Purpose.

- A. In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.

- B. COAH was authorized by P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2), and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7) to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or a court of competent jurisdiction and have a COAH- or court-approved spending plan may retain fees collected from nonresidential development.
- C. In Re: Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court's jurisdiction and are subject to approval by the Court.
- D. This chapter establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, Sections 8 and 32 through 38 (N.J.S.A. 52:27D-329.2 and N.J.S.A. 40:55D-8.1 through 40:55D-8.7, respectively). Fees collected pursuant to this chapter shall be used for the sole purpose of providing low- and moderate-income housing. This chapter shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:93-8.

§ 88-2. Basic requirements.

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

§ 88-3. Definitions.

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

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

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

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

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

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

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

§ 88-4. Residential development fees.

A. Imposed fees.

1. Within all Zoning Districts and Redevelopment Areas, residential developers, except for developers of one or more dwelling units of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.
2. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

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

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
2. Developments that have received preliminary or final site plan approval or are subject to an executed redevelopment or development agreement (including master redeveloper agreement) prior to the adoption of a municipal development fee ordinance shall be exempt from development fees unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
3. ~~Renovations or additions to any single family or two-family residence shall be exempt from paying a development fee except if the assessed value of the renovated/expanded structure is greater than or equal to 151% of the previously assessed value of the structure. Example: If the post renovation/addition assessed value of a house originally assessed at \$100,000 structure is increased to \$151,000, the developer must pay a development fee on the increase in assessed value).~~ Reserved.
4. Buildings that are elevated or buildings that are replaced in an elevated position shall be exempt from paying a development fee provided the buildings are located in a Special Flood Hazard Area and meet the following. Notwithstanding, the exemption shall not apply if the number of residential units in the existing or demolished building is increased.
 - (a) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated to or above base flood elevation; and
 - (b) Within any AO Zone on the municipality's FIRM that all new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet (at least two (2) feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

5. Buildings demolished and replaced due to being “destroyed” as a result of a fire or natural disaster (excluding flood damaged buildings that are located in the Special Flood Hazard Area) shall be exempt from paying a development fee, except:
 - (a) ~~If the assessed value of the reconstructed structure is greater than or equal to 151% of the assessed value of the original structure (Example: If a house assessed at \$100,000 is replaced with a house assessed at \$151,000, the developer must pay a development fee on the increase in assessed value); or~~ If the original building footprint is expanded by greater than 10%.
 - (b) If the number of residential units in the replacement building is greater than the number of units in the original building being demolished (Example: A single-family house is replaced with a house having three residential units).
6. Renovations and additions to existing residential structures which results in less than a 10% increase in floor area.

§ 88-5. Nonresidential development fees.

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

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

§ 88-6. Collection procedures.

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.
- B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final

assessments as per the instructions provided in Form N-RDF.

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

which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 88-7. Affordable housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.
- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
 - 1. Payments in lieu of on-site construction of affordable units;
 - 2. Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 - 3. Rental income from municipally operated units;
 - 4. Repayments from affordable housing program loans;
 - 5. Recapture funds;
 - 6. Proceeds from the sale of affordable units; and
 - 7. Any other funds collected in connection with Asbury Park's affordable housing program.

§ 88-8. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the housing trust fund may be used for any activity approved by the Court to address the City's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of

land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8 and specified in the approved spending plan.

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

§ 88-9. Monitoring.

- A. On or about June 30 of each year through 2025, Asbury Park shall provide

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

§ 88-10. Ongoing collection of fees.

- A. The ability for Asbury Park to impose, collect and expend development fees shall expire with its Court-issued Judgement of Compliance unless Asbury Park has filed an adopted Housing Element and Fair Share Plan with the Court, has filed a Declaratory Judgement Action, and has received the Court’s approval of its development fee ordinance. If Asbury Park fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). Asbury Park shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance and Repose, nor shall Asbury Park retroactively impose a development fee on such a development. Asbury Park shall not expend development fees after the expiration of its substantive certification or Judgment of Compliance and Repose.
2. That all ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.
3. That, if any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.
4. That this ordinance shall take effect upon its passage and publication, as required by law.

I, MELODY HARTSGROVE, 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. 2020-28 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

MELODY HARTSGROVE
CITY CLERK

Summary of

AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH AND STATE OF NEW JERSEY AMENDING ORDINANCE NO. 2018-21, RELATING TO THE IMPLEMENTATION AND COLLECTION OF "DEVELOPMENT FEES" (AS CODIFIED IN CHAPTER 2, SECTION 88 OF THE ASBURY PARK CITY CODE).

This is a small amendment to Development Fees for Affordable housing to make the implementation more practical. The amendment eliminates the imposition of affordable housing development fees for a residential renovation with no increase in density. It also additions to existing residential structures which results in less than a 10% increase in floor area. Changes are shown in strikethrough and underlines in the main document.



**Asbury Park, New Jersey
ORDINANCE NO. 2020-29**

**ORDINANCE ESTABLISHING SALARY RANGES FOR EMPLOYEES OF THE CITY
OF ASBURY PARK**

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Asbury Park, New Jersey, that the following employment positions for the City of Asbury Park are hereby established, along with the annual salary ranges relating thereto (and hourly pay rates for certain part-time employees) for the year 2021 beginning January 1, and each year thereafter until amended or repealed, as set forth in the attached Exhibit A.

BE IT FURTHER ORDAINED, that the responsibilities of the employment positions established herein shall be defined in accordance with the job description for that position on file with the Personnel Officer and/or responsibilities defined in the Code of the City of Asbury Park.

BE IT FURTHER ORDAINED, that should any section, paragraph, sentence, clause or phrase of the Ordinance be declared invalid for any reasons, the remaining portions of this ordinance shall not be affected thereby and shall remain in full force and effect.

BE IT FURTHER ORDAINED, that all prior Ordinances establishing the salaries of employees of the City of Asbury Park are hereby repealed, and that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

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

I, MELODY HARTSGROVE, 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. 2020-29 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2020-30**

AN ORDINANCE ESTABLISHING A RENT LEVELING AND STABILIZATION BOARD AS WELL AS RULES THAT REGULATE THE PRICE OF RENT AND RATE OF RENT INCREASE FOR CERTAIN RENTAL HOUSING WITHIN THE CITY OF ASBURY PARK.

WHEREAS, the City of Asbury Park's Planning Board adopted a Master Plan & Master Plan Reexamination Report in December 2017 that includes Housing Objectives and recommendations; and

WHEREAS, the Master Plan and Master Plan Reexamination Report state that an affordable rental market will support local economic development efforts; and

WHEREAS, the City's 2018 Economic Conditions Assessment states that the City is primarily comprised of renters, with only 15 percent of households being owner occupied; and

WHEREAS, rents in Asbury Park and throughout New Jersey have risen substantially in recent years; and

WHEREAS, the City's 2018 Economic Conditions Assessment found that relatively low household incomes in the City, as compared to Monmouth County as a whole, emphasize the importance of ensuring an affordable rental market; and

WHEREAS, the City's 2018 Economic Conditions Assessment found that residents of Asbury Park spend over 50% more on housing expenditures as compared to the national average; and

WHEREAS, the United States Census Bureau estimates that based on median income and median rent in the City, the typical Asbury Park household spends more than 37% of its income on rent; and

WHEREAS, rent stabilization has been adopted in several New Jersey jurisdictions recently, including Neptune Township and Ocean Grove, and has long been upheld as constitutional; and

WHEREAS, Asbury Park is concerned that rising rents will exacerbate housing cost burdens faced by renters in the City and threaten their displacement in the future;

NOW, THEREFORE, BE IT ORDAINED, by the City of Asbury Park as follows:

The following Rent Stabilization Ordinance is hereby enacted and incorporated into the Asbury Park Municipal Code. This ordinance shall take effect upon enactment and as provided

by law, and all ordinances or parts of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency, and any provision of this ordinance held to be invalid shall be severable and shall not affect the validity of the remaining provisions.

ARTICLE I Definitions; Applicability

Section 1. Definitions

As used in this chapter, the following terms shall have the meanings indicated:

"Available for rent to tenants" means buildings or dwellings fit for habitation as defined by statutes, codes and ordinances in full force and effect in the State of New Jersey, County of Monmouth and City of Asbury Park and occupied or unoccupied and offered for rent.

"Base rent" means the legal rent charged or actually received by the landlord for the rental of housing space on January 1, 2021, or if not occupied at that date, the "base rent" shall be that actually charged to and received from the previous tenant, plus any increases under Article II of this chapter. The "base rent" may be changed only with the approval of the Rent Leveling and Stabilization Board. The "base rent" for dwelling units under Section 2.1B and F shall be the first rental upon the exemptions set forth in said subsections. Upon vacancy and/or change in tenant, the "base rent" for all dwelling units shall be the new rent agreed upon by the new tenant, provided that the same is in accordance with the provisions of this chapter. When dwellings make the transition from rent regulation by a governmental agency that acts pursuant to federal or state law to rent regulation by this chapter as defined in Section 2.1, the initial base rent following the transition shall be as set forth in Section 2.1.

"Board" means the Rent Leveling and Stabilization Board.

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"Capital improvement" means a physical addition or change to the dwelling, which provides all tenants in the dwelling with something not previously provided that improves the quality of life in the dwelling. A replacement of an existing physical element, such as a roof, is not a capital improvement, whether that element was necessary for habitability or provided an amenity not required for habitability. Such a replacement is considered a maintenance expense. A physical addition or change which does provide something new that benefits the tenants but is required by law to meet minimum standards of health, safety, security or habitability, is also not a capital improvement. A capital improvement must be something new that benefits the tenants and is not otherwise required by law.

"Consumer Price Index" or "CPI" measures changes in the price level of a weighted average market basket of consumer goods and services purchased by households. A CPI is a statistical estimate constructed using the prices of a sample of representative items whose prices are collected periodically. CPI in this ordinance refers to all item's base year 1967-100 for the region of the United States of which Asbury Park is a part, published periodically by the United States Department of Labor, Bureau of Labor Statistics.

"Dwelling" means any building or structure, including condos and co-ops, trailers or land used as a trailer park, rented or offered for rent to one (1) or more tenants or family units. A dwelling shall also mean one (1) or more buildings, structures or trailers with a common owner and operated as a single complex, and which are situated on a common lot or an adjacent lot as described in the Tax Map of the Tax Assessor of the City of Asbury Park.

"Equity in real property investment" means the actual cash contribution of the purchaser at the time of closing of title and any principal payments to outstanding mortgages less any cash withdrawal.

"Fair rate of return" shall mean a return of five percent (5%) on the landlord's investment in the property, which investment shall be considered herein as the landlord's equity.

"Housing space" includes that portion of a dwelling rented or offered for rent for living and dwelling purposes, with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such portion of the real property.

"Landlord" means an owner, lessor, sub-lessor or any other person entitled to receive rent for the use and occupancy of any housing space, or an agent or successor of any of the foregoing.

"Living areas" means the amount of total rentable space applicable to any given housing space, measured either in terms of rooms or square footage.

"Newly constructed dwelling" means a dwelling located in a building, which the building is new in all respects; that is, from the ground up, and the exterior structure, the exterior and interior walls and all systems are new.

"Notice" means written notice to a tenant or landlord, which is mailed to the tenant's residence or the landlord's residence or offices by regular mail, of any proceedings or determinations of the Board unless another method of notice is specified in this chapter.

"Not vacant through unlawful means" means the tenant has not vacated or been forced to vacate the dwelling involuntarily; that is, due to harassment, duress, wrongful acts or unreasonable pressure from the landlord or his agents. A legal eviction is not an involuntary vacation under this definition. A bona fide written release of the landlord by the tenant with respect to this issue shall be evidence of a voluntary vacancy which may be considered in determinations under this chapter.

"Officer" means the Rent Regulation Officer.

"Registration statement" means the statement filed by the landlord pursuant to Section 28. "Rent" means any price for the use of a housing space. It includes any charge, no matter how set forth, paid by the tenant for the use of any service in connection with the housing space. Security deposits and charges for accessories, such as boats, mobile homes and automobiles not used in connection with the housing space, shall not be construed as "rent."

"Rent increase, rent decrease, and rent adjustment" means the intent and policy of the governing body to interfere in landlord-tenant relations and legitimate operation ownerships, occupancy and development of real estate, only when necessary to protect the public interest. "Rent increase,"

"Rent decrease" and "rent adjustments" shall consist in the first instances of the notice sent by the landlord to the tenant, or by the tenant to the landlord, in letter or other form, setting forth the proposed notice of "rent increase," "rent decrease" or other "rent adjustment." Each notice shall set forth in detail the reasons justifying or requiring such increase, decrease or adjustment. "Rent Leveling and Stabilization Board" means the body created to administer this ordinance under the direction and supervision of the Department of Finance of the City of Asbury Park, and which consists of seven (7) members, four (4) tenant members and three (3) landlord members, appointed by the Mayor with the consent of the Municipal Council.

"Rent Regulation Officer" means the person appointed by the City Manager to oversee day to day operations of the policies enacted by this ordinance, as well as any other duties as directed by the Rent Leveling and Stabilization Board.

"Rent Roll" means an account or schedule of rents, the amount due from each tenant, and the total received.

"Service" means the provision of light, heat, hot water, maintenance, painting, elevator service, air conditioning, storm windows, screens, superintendent service and any other benefit, privilege or facility connected with the use or occupancy of any dwelling or housing space.

"Substantial compliance" means that the housing space and dwelling are free from all violations of State and Asbury Park health, safety, building, property maintenance, fire safety codes, statutes, regulations, and ordinances, and that air conditioning equipment provided by the landlord is in good working order. Compliance is to be determined by submission by the landlord of copies of all applicable code inspection reports which shall not be more than six (6) months old at the time of the initial hearing for all applications requesting or objecting to any type of increase or surcharge, and submission by the landlord of evidence that air conditioning equipment supplied by the landlord is in good working order at the time of the initial hearing. To be in compliance, the reports must show the housing space and dwelling to be free of violations, and any evidence submitted of properly functioning air conditioning equipment is acceptable to the Board. If one (1) or more violations appear on the inspection report, a follow-up inspection report showing abatement of the violations will establish compliance. Testimony by appropriate city and state code officials may also be used to supplement and clarify the inspection reports if needed. If a tenant alleges that a condition exists in violation of any of the above codes in a housing space or in the dwelling subject to an application for any type of increase or surcharge, which does not appear on the last inspection report, then a new inspection, limited to the allegation only, shall be made to determine compliance.

"Tenant/subtenant" means the regulations that apply to the landlord and tenant under this chapter shall also apply, wherever appropriate, to the "tenant/subtenant" relationship and any other rental tenancy unless otherwise expressly excluded.

Section 2.1 Limitation of applicability

This chapter shall apply to all dwelling units as defined in Section 1 above, except that the following shall be exempt:

- A. Motels and hotels.
- B. In accordance with N.J.S.A. 2A:42-84.1 et seq., the provisions of this chapter shall not apply to a new multiple dwelling which is not constructed for occupation by senior citizens, for a period of time not to exceed the period of amortization of any initial mortgage loan obtained for the dwelling, or for thirty (30) years following completion of construction, whichever is less. This exemption applies only where an owner has complied with all requirements contained in N.J.S.A. 2A:42-84.1 et seq., including the filing with the municipal construction official required by N.J.S.A. 2A:42-84.4 and the service of a written statement upon the tenant required by N.J.S.A. 2A:42-84.3. This exemption shall not apply to rehabilitated buildings that during their rehabilitation maintained at least two rigid walls and a secured roof. In order to qualify for the exemption, the newly constructed dwelling must be registered by an applicant, on forms provided by the Rent Regulation Officer, with said Officer before the first rental for said dwelling.

- C. Nonresidential and commercial property. If the dwelling has an apartment unit(s), plus a commercial unit(s), the apartment unit(s) is covered by this chapter, but the commercial unit(s) is exempt.
- D. Housing provided for students by a school, college or similar accredited institution which owns or controls that housing.
- E. Owner-occupied dwellings containing two (2) or fewer units.
- F. A building completely vacant on or before and since January 1, 2021, provided that said building did not become vacant through unlawful means which can be attributed to the applicant for this exemption. In order to qualify for this exemption, the building vacant since January 1, 2021, must be registered by an applicant with the Rent Regulation Officer, on forms provided by said Officer, before the renting of dwelling units within the vacant building. After the first rental, such dwelling units shall be exempt from initial rent

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or lease agreement, but all subsequent rents shall be subject to the provisions of this chapter.

- G. Dwellings which a government unit, agency or authority owns, operates, manages only if applicable federal or state law specifically exempts such units from municipal rent stabilization.
- H. Dwellings in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged.
- I. Any dwelling for which a landlord has successfully obtained a short-term rental permit pursuant to the City of Asbury Park's Short-Term Rental (STR) Ordinance (City Code § 13-1300).

Section 2.2. Transition from rent regulation by preempting governmental agency to regulation of this chapter

If a contract between a landlord and a governmental agency duly provides for that governmental agency to regulate the amount of rent received by that landlord, and if the authority of that governmental agency supersedes the authority of the City of Asbury Park to regulate such rents, then the application of this chapter shall be preempted during the period of governmental agency regulation specified in the contract. Until such a contract begins, and immediately after the contract terminates, this chapter shall continue to regulate such rents. Upon termination of such a contract, the "base rent" for dwelling units under this section shall be the last rent level received by the landlord prior to the termination of the preemptive governmental agency regulation reduced by an amount equal to the sum of all applicable tax, water, sewer, capital improvement, and any other surcharges as defined by this chapter, and calculated by the Rent Regulation Officer under this chapter.

ARTICLE II General Regulations

Section 3. Establishment of rents

Establishment of rents between landlord and tenant in housing space in dwellings to which this chapter is applicable shall hereafter be determined by the provisions of this chapter.

At the expiration of a lease or at the termination of the lease of a periodic tenant, no landlord may request or receive an increase greater than the percentage increase in the Consumer Price Index (CPI) from the CPI fifteen (15) months prior to the month of the proposed rent increase to the CPI three (3) months prior to the month of the proposed rent increase. In no case shall the allowable rent increase exceed four percent (4%). For example, if the CPI increase for the applicable period is two percent (2%), the rent increase may not exceed 2%. If the CPI increase for the applicable period is five percent (5%), the rent increase may not exceed four percent (4%) because in no case shall the allowable rent increase exceed four percent (4%).

The allowable annual increase will not be permitted if the dwelling is not in substantial compliance and/or if the landlord has not met the registration requirements as specified in this chapter.

No more than one (1) such cost-of-living rental increase in any one twelve-month period shall be permitted irrespective of the number of different tenants occupying said housing space during said twelve-month period.

Any rental increase at a time other than at the expiration of a lease or termination of the periodic lease shall be void. Any rental increase in excess of that authorized by the provisions of this chapter shall be void. Determinations under this section shall be made by the Board.

Section 4. Controls; increase restrictions; disclosure statement

All rents for rental of housing space and services in dwellings to which this act is applicable are hereby controlled at the base rent level received by the landlord as of January 1, 2021, and no rental increases shall be hereinafter demanded, paid or accepted, except as provided in this chapter.

Any rent increases imposed after January 1, 2021, to the extent that such increases are in excess of the rent increases allowed under this ordinance, are hereby declared to be null and void, and subject to the limitations and repose period set forth herein, such excess rents shall be refunded or credited to the tenant by the landlord forthwith.

All rents may be rounded up or down to the nearest dollar after making the computations.

Landlords shall report all increases of rents imposed after January 1, 2021, to the Rent Leveling and Stabilization Board. Any landlord seeking an increase shall notify the tenant, in writing, at

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least sixty (60) days prior to the effective date of the increase and explain, in detail, the reason for the increase.

A. Disclosure statement

- a. Every landlord subject to the provisions of this chapter shall be required to provide to each tenant a disclosure statement, on Board-approved forms, available through the Rent Regulation Officer or by download from the City's website. The disclosure statement shall include a detailed description of the tenant's rights under this chapter, including but not limited to the right to request a legal rent calculation to determine the legal base rent; notice that a failure to request a legal rent calculation within six (6) years of service of the disclosure statement will result in

a bar of a refund and/or credit of an excess or overpayment of rents; notice that a copy of the landlord's registration statement will be on file with the Rent Regulation Officer and available to a tenant upon request; and an acknowledgement by the landlord advising the tenant of the Truth-in-Renting Act, N.J.S.A. 46:8-43 et seq., and the statement/ booklet prepared therein, which can be obtained from the New Jersey Department of Community Affairs Division of Codes and Standards, Landlord-Tenant Information Service, P.O. Box 805 Trenton, New Jersey 08625;

- b. The disclosure statement is to be signed and dated by the tenant and filed by the landlord with the Rent Regulation Officer. In the absence of a disclosure statement that is signed and dated by the tenant, a landlord may also establish proof of service of the disclosure statement by filing both a copy of the disclosure statement and a receipt indicating that the disclosure statement was delivered and received by the tenant via certified mail.
 - c. The Rent Regulation Officer shall be authorized to prepare and revise the disclosure statement as needed in an effort to comply with the intention and purpose of this section.
- B. Six-year statute of limitations. A refund and/or credit of excess rents shall be barred if the tenant's request for a legal rent calculation is not made within six (6) years from service of the disclosure statement upon the tenant. The statute of limitations commences only upon proper service of the disclosure statement in compliance with Section 4. Nothing in this provision shall bar a tenant from requesting a legal rent calculation, nor prohibit the Rent Regulation Officer or Board from rendering a determination as to whether the rent of the dwelling is in excess of those permitted under this chapter.
- C. Six-year period of repose. In no instance shall a tenant be allowed to collect rental overcharges for a period in excess of six (6) years as determined by the Rent Leveling Officer or the Board. Nothing in this provision shall bar a tenant from requesting a legal rent calculation, nor prohibit the Rent Regulation Officer or Board from rendering a determination as to whether the rent of the dwelling is in excess of those permitted under this chapter.

Alternative proofs of rents and vacancies. For the purpose of calculating the earliest date of a verifiable rent and determining the legal rent of the dwelling, and in the absence of a filed and timely submitted registration statement, a landlord shall be permitted to submit credible alternative proofs for consideration by the Rent Regulation Officer and/or the Rent Leveling and Stabilization Board to determine the earliest date of a verifiable rent and the legal rent of the dwelling. These alternative proofs may consist of, but are not limited to, leases and/or statements under oath from reliable sources. The Rent Regulation Officer and/or the Rent Leveling and Stabilization Board shall have absolute discretion to determine the reliability of any such alternative proofs.

Section 5 Tax Surcharge

Section 5.1 Formula for Surcharge

A landlord may seek a tax surcharge from a tenant because of an increase in municipal property taxes. The tax surcharge shall not exceed that amount authorized by the following provision: The landlord shall divide one-twelfth (1/12) of the annual increase in the present property tax over the property tax of the previous year by the total monthly rent roll, and that product shall be multiplied by the monthly rent paid by each tenant to establish the amount of surcharge that each

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tenant may be required to pay. The tenant shall not be liable for a tax surcharge exceeding the tenant's percentage of the entire rent roll for the dwelling.

Section 5.2 Petition for Surcharge

- a. Any landlord seeking a surcharge shall petition the Board for approval and shall give notice to the tenant and the Board, at least thirty (30) days prior to the increase sought, of the calculations involved in computing the tax surcharge, including the present property tax for the dwelling; the property tax for the dwelling for the previous year; total rent rolls for all units, occupied or unoccupied in the dwelling; the percentage of the increase over the total rent roll; the rent of the tenant; and the percentage of his/her present rent compared to the total rent roll.
- b. Prior to making a determination on a landlord's petition for a tax surcharge, the Board shall obtain a report from the Department of Code Enforcement to determine whether there are any outstanding code violations on the subject property. In the event that the report reveals outstanding code violations, the Board shall deny the landlord's application or defer action on the application until the landlord has abated the violations and proof of the same has been submitted to the Board.

Section 5.3 Payment of Surcharge

The tax surcharge each tenant is liable for shall be paid in equal monthly payments only after the landlord gives the tenant at least one (1) month prior notice of the increase as required by statute.

Section 5.4 Appeals

Any party dissatisfied with the ruling of the Board on a Tax Surcharge Application may appeal the matter as prescribed by New Jersey law to the County Board of Taxation. Judgements of that Board may be appealed to the Tax Court of New Jersey

Section 6. Tax Decreases

Section 6.1 Apportionment

If the municipal property taxes are decreased in a given year due to either a decrease in the property tax rate or a lowering of the assessed evaluation of the property by the municipality, then the tenants are entitled to a tax surcharge decrease. Apportionment of such decrease shall be in the same manner as apportionment of tax surcharge under Section 5. The landlord shall be responsible for abiding by this requirement.

Section 6.2 Tax Appeal, Reduction

In the event a tax appeal is taken by the landlord and the landlord is successful in the appeal and the taxes reduced, the tenant shall receive eighty percent (80%) of the reductions as applied to its tax portion, after deducting all reasonable expenses incurred by the landlord in prosecuting the appeal.

Section 6.3 Rebates

The landlord shall be deemed to have received his/her rebate upon his/her receipt thereof from the receiver of taxes, or upon the execution of any agreement between such receiver and the landlord. The tenant must receive notice within fourteen (14) days from when the landlord receives his/her notice of successful appeal. The landlord must notify the tenants within thirty (30) days of the time the landlord receives his/her rebate of the amount he/she has received with the computations on how much the tenant is entitled to. The amount due the tenant shall be forwarded to the tenant within the same thirty (30) day period.

Section 7. Water and sewerage surcharge from tenants

A. The landlord may seek a water and sewerage surcharge from a tenant because of an increase in the municipal water and sewer charges in excess of those assessed for the prior year. The rental increase permitted for water and sewer surcharge is determined by the Rent Regulation Officer pursuant to a formula approved by the Rent Leveling and Stabilization Board. The rent increase for water and sewer that each tenant is liable to pay shall be paid in twelve (12) equal monthly payments, 1/12 each month. The surcharge shall not be considered rent for purposes of computing cost-of-living rental increases. Determinations under this section shall be made by the Rent Regulation Officer. Tenants shall be given at least thirty (30) days' notice before being asked to pay a water and sewerage surcharge hereunder.

B. Notice on standardized form

a. The landlord shall, upon approval by the Officer of its water and sewer surcharge application, notify its tenants, by personal service, on standardized forms, setting forth:

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n Explanation of water and sewer surcharge.

n Base rent

n Water and sewer surcharge (total and apportioned)

n Effective date

b. This notice shall be filed with the Officer.

Section 8.1 Condo Fees

Any condo fees charged from tenants shall be considered rent as defined in Section 1 and shall be subject to stabilization under this ordinance.

Section 8.2 Parking Fees

The landlord shall report and register all on-site parking fees with the Rent Leveling and Stabilization Board. Parking fees are considered rent as defined in Section 1 and shall be subject to stabilization under this ordinance.

Section 8.3 Exterior Spaces

Exterior spaces such as yards and pools shall be considered living areas and therefore covered by this ordinance.

Section 9.1 Application to Rent Leveling and Stabilization Board for Rental Surcharge

- A. Upon no less than sixty (60) days' notice to its tenants, a landlord may apply to the Rent Leveling and Stabilization Board for a rental surcharge for capital improvement to the building and/or demised premises. Such application and supporting materials shall set forth the improvement, the cost thereof and its useful life. The landlord shall propose to apportion the cost of the improvement over its useful life among the tenants in the building in accordance with one of the following methods:
 - a. If the capital improvement benefits certain housing spaces only, then the cost of these improvements shall be surcharged to only these units.
 - b. If the capital improvement benefits all housing spaces but in varying degrees according to the amount of living area of each housing space, then the cost for the improvements shall be surcharged according to either the number of rooms or the number of square feet in the housing space in proportion to the total rentable area in the dwelling.
 - c. If the capital improvement is equally beneficial to all housing spaces, regardless of the living area within any housing space, then the cost of the improvements shall be surcharged according to the number of housing spaces within the dwelling.
- B. Permits as required by law are to be secured from all agencies having control and jurisdiction, for alterations, repairs, replacements, extensions and new buildings. All work must adhere to appropriate code standards and must be inspected by all agencies having control and jurisdiction and their approval obtained. A certificate of occupancy must be secured, if required by law.
- C. Any applications under the provisions of this Article of the chapter must prove, prior to the application acceptance, that the dwelling is:
 - a. In compliance with the housing maintenance, building, fire and other applicable City codes.
 - b. Not subject to a City-held title lien for the nonpayment of real estate taxes, water charges or sewer charges.

Section 9.2 Notice to tenants

Prior to any application under this section, the landlord shall serve notice upon each tenant at least sixty (60) days prior to said application, by registered or certified mail or personal service of a notice of application filing setting forth the basis for said application, the amount of rental increase or surcharge applied for with respect to that tenant and the calculations involved. A sample copy of such notice shall be filed with the application of the landlord, together with an affidavit or certification of service of notice of application upon each tenant. Copies of bills and

invoices in support of the landlord's application shall be made available to the tenant by the landlord.

Section 10. Determination

The landlord may seek additional rent (surcharge) for a capital improvement(s) made by him/her in the dwelling or attributable to the dwelling. The landlord shall compute the average cost of the capital improvement(s) per year of useful life by dividing the cost of the completed capital improvement(s) by the number of years of useful life of the improvement(s) provided that the period shall not be less than five (5) years. The useful life is the actual number of years that the capital improvement(s) is expected to last before needing replacement. The burden of proof is on the landlord to establish the useful life of the improvement(s). If the capital improvement(s) lowers the landlord's operating costs, the annual cost savings must be subtracted from the annual capital improvement(s) surcharge. The landlord is required to disclose all expected cost savings that will result from the capital improvement(s). No increase shall be permitted for capital improvement(s) affecting more than ten (10) rental units, unless the total cost per thereof exceeds three thousand dollars (\$3,000.00).

No increase shall be permitted for capital improvement(s) completed more than twenty-four (24) months prior to the date upon which notice to the Board of the improvements has been provided by the landlord. In no case will a capital improvement(s) rent increase be granted if the dwelling is not in substantial compliance and/or if the landlord has not met the registration requirements as specified in Section 28.

Permitted increases for improvements shall not exceed fifteen percent (15%) per rental unit unless an efficient landlord cannot meet operation expenses or make a fair return on his/her investment. In such a case, any further increase shall be dependent on the approval of a hardship rental increase pursuant to Section 13.1.

Section 11. Effective date

Rent surcharges under this article should become effective contemporaneously with the next scheduled change in the base rent whenever practicable, except with regard to a tax surcharge as

provided in Section 5 above.

Section 12.1 Notification of capital improvement surcharge approval

- A. The landlord shall, upon approval by the Board of its capital improvement surcharge application, notify its tenants with fourteen (14) days by personal service, on a standardized form, setting forth:
 - a. An explanation of capital improvement surcharge.
 - b. The base rent.
 - c. The surcharge, total and apportioned.
 - d. The effective date and termination.
 - e. The total rent.

B. This notice shall be filed with the Board and the Officer.

Section 12.2 Appeals

Either landlord or tenant may appeal the findings or order of the Rent Leveling and Stabilization Board regarding a capital improvement application to either the Law Division of the Superior Court in accordance with New Jersey Court Rules or the Municipal Council by filing a notice of appeal with the City Clerk within forty-five (45) days of being informed of the findings or order of the Board. Either party dissatisfied with the decision by the Municipal Council may appeal the matter to the Law Division of the Superior Court in accordance with New Jersey Court Rules. Section 13.1 Appeal by landlord for a hardship rental increase

A. In the event that a landlord cannot meet its operating expenses or does not make a fair return on his investment, it may appeal to the Rent Leveling and Stabilization Board for a hardship rental increase.

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B. No landlord shall impose upon any tenant an increase in rent under this Article without first obtaining approval with the Board. It shall be within the discretion of the Board to fix the effective date of any approved rental increase to be at any reasonable time as determined by the Board. Prior to any such appeal to the Board, however, the landlord shall serve on each tenant a notice of appeal setting forth in detail the basis for said appeal, and said notice shall be served at least thirty (30) days before hearing thereon. In considering hardship applications, the Rent Leveling and Stabilization Board shall give due consideration to any and all relevant factors, including but not limited to the following:

- a. Level and quality of service rendered by the landlord in maintaining and operating the building.
- b. The presence or absence of reasonably efficient and economical management.
- c. Whether the landlord made a reasonably prudent investment in purchasing the property and arranging financing on said property. In considering this factor, the Board may consider the purchase price, the fair market value of the property and the existing rentals at the time of the purchase to determine, if the debt servicing expenses are excessive. The Board may also consider the amount of cash invested in the property in relation to said fair market value and purchase price, the interest rate of the mortgage and whether the mortgage instrument was arrived at and executed in an arms-length transaction. It is presumed that a prospective purchaser of real property in Asbury Park shall be familiar with the terms of this chapter. It is not the intention of this chapter to permit a hardship rental increase when the landlord has not made a reasonably prudent investment.
- d. Whether the operating expenses are reasonably incurred and the income statement is accurate. Operating expenses shall not include depreciation, amortization of debt service or capital expenditures but may include the interest debt service for allowable capital improvement surcharges subject to the Board's approval. Upon

the Board's determination that the landlord made a reasonable prudent investment, operating expenses shall include an amount allocable for the average annual payment of mortgage interest when the mortgage arises from the purchase of the property. Said average annual payment of mortgage interest shall be arrived at by taking the total amount of mortgage interest to be paid over the life of the mortgage and dividing it by the number of years under the term of the mortgage. Mortgage interest which arises as a result of a refinancing of the property shall not be considered an operating expense, unless the funds which arise from the refinance are invested in the property in which case the Board may allow an amount allocable to mortgage interest as an operating expense.

- e. Any other factor that the Board finds relevant to considering whether an increase in rent is justified.
- f. Whether property is substantially in compliance with the Asbury Park Property Maintenance Code.

C. The Board in considering all of the above factors may grant an increase for hardship.

Section 13.2. Submission of Records and Proofs

- A. Proofs. The landlord shall submit proof of expenses for operation, maintenance and repairs, including, but not limited to taxes, employees' salaries, all contracted expenses, insurance, fuel, utilities, maintenance and repairs, and reasonable superintendent and/or management fees, as well as expenses for vacancies, which have been held available for rental, to substantiate any hardship increase application.

The landlord shall also submit proof of mortgage principal payments, which are to be considered additional equity investment, and mortgage interest payments. Only interest payments shall be considered an expense, mortgage principle shall not. The landlord shall also supply the details of any refinancing, specifying any change in the amount of principal to be repaid and the amount of any cash withdrawn from the property.

The landlord shall submit the terms of all mortgages held by the landlord, or an equivalent entity, from the date of purchase to the date of application, including cash down payment,

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cash withdrawal, mortgage interest rate(s), and schedule of principal and interest payments.

Expenses which recur periodically where the average period between occurrences is greater than one year must be identified. Only the portion attributable to the current year, calculated by dividing the total expense by the number of years in the average period between occurrences, may be listed as an expense, and the calculation must be submitted along with the expense.

Amounts allowed for vacancies and for management costs shall be fully documented, and in no event shall allowable expenses in either category exceed five percent (5%) of the landlord's gross income. Management costs shall include all administrative and supervisory costs. The Board shall only allow a vacancy loss for housing spaces that are

cleaned, repaired, and offered on the market within two months. Landlords must submit proofs of the same in the form of receipts, contracts, advertisements and lease offers.

All expenses defined as capital improvements by the Internal Revenue Service must be submitted and itemized, along with calculations dividing the total expense by the number of years depreciated for Income Tax purposes. One year's depreciation shall be counted during the 12-month hardship period.

- B. Affidavits. Such proof shall be supported by affidavits that the expenses are complete, reasonable and necessary. The following affidavits are required: 1) An affidavit describing any business, family or social relationship between the parties financing the purchase of the building and the landlord and 2) an affidavit signed by a Certified Public Accountant (CPA) stating that the CPA has reviewed and approved of the calculations based on the proofs submitted.
- C. Age of Proofs. The Board shall consider the proofs and expenses for a period not to exceed sixty (60) months, but not less than twelve (12) months prior to the date of the landlord's application.

Section 13.3. Fees Not Applicable

No attorney's fees, expert fees, permit fees, parking fees, accountant's fees nor application fees incurred by a landlord in connection with any application to the Board shall be included in determining whether a landlord is entitled to any rent increases.

Section 14. Application for rental decrease by tenants

When services, care or maintenance decline in any dwelling, any tenant may apply to the Rent

Leveling and Stabilization Board for a decrease in rent with notice to the landlord. Said notice shall be served on the landlord setting forth the reason for such application. At least twenty (20)

days shall elapse before a hearing thereon can be set.

Section 15. Consideration in making determinations of vacancy

In making determinations of vacancy, the Board shall proceed as follows:

- A. Review the registration proposal and supporting documentation within sixty (60) days, or as soon as practicable, of their submission to the Officer. Said proposal must assert that:
 - a. The building is completely vacant and will have been completely vacant for at least six (6) months prior to the exemption granted under this Article and that said vacancy did not occur through unlawful means attributable to the applicant.
 - b. The building is in a deteriorated condition and requires major reconstruction.
 - c. The major reconstruction shall include, by way of example, the repair and improvement of the exterior walls; the reconstruction of the interior walls; all

new systems for plumbing, heating and electric: new roof; new windows; sprinkler systems; enunciated panels and electric smoke alarms; all permits and approvals as required by the applicable codes.

- B. The Board shall, in its initial review, determine that the building is vacant and deteriorated and requires major reconstruction. It is the intention of this chapter that a building that is in good condition shall not be granted an exemption under this Article. If the building

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complies with the requirements of this Article, the Board shall issue a preliminary approval to the applicants to proceed accordingly.

- C. Upon completion of the major reconstruction, the applicant shall submit a certificate of major reconstruction, indicating compliance with and performance of the proposal for which was issued a preliminary approval. The applicant shall also submit a certificate of vacancy, indicating that the building is and has been completely vacant for at least six months and that said vacancy did not occur through unlawful means attributable to the applicant.
- D. Upon a determination that the applicant satisfies the requirements of this Article, the Board shall grant the exemption as the same as defined in Section 2F.

ARTICLE III

Rent Leveling and Stabilization Board and Officer

Section 16.1 Creation; compensation; terms; alternate members

There is hereby created a Rent Leveling and Stabilization Board to administer this chapter under the direction and supervision of the Department of Finance of the City of Asbury Park.

The Board shall consist of seven (7) members appointed by the Mayor with the consent of the Municipal Council. The members of the Board shall consist of four (4) tenants and three (3) landlords.

Said members of said Rent Leveling and Stabilization Board shall serve during the term of the Mayor appointing them and shall serve without compensation but shall be allowed reasonable expenses.

A quorum for a hearing shall consist of at least four (4) members (a majority) of the whole Board, so long as the number of landlord members does not outnumber tenant members present, and shall be authorized to issue orders relating to the powers and functions of the Rent Leveling and Stabilization Board.

Decisions of the Board may be rendered by a majority of members present, so long as the Board has a quorum.

Section 16.2. Rent Regulation Officer

There is also hereby created the position of Rent Regulation Officer, in the Department of Finance, to be appointed by the City Manager and compensated based on existing salary controls and provisions within that department.

The duties of the Rent Regulation Officer shall be as follows:

- a. To obtain, keep and maintain all relevant records and other data and information.
- b. To supply information and assistance to landlords and tenants and to bring together tenants and landlords in formal conferences and suggest resolutions of conflicts between them in order to assist them in complying with the provisions of this chapter.
- c. To ensure compliance by the landlord and tenants with the provisions of this chapter.
- d. To remedy violations of this chapter by ordering rebates and increases and bring appropriate legal charges as provided by this chapter.
- e. To accept, process, investigate and determine complaints from tenants of illegal rental increases.
- f. To accept, process, review and investigate applications from landlords for rental increases or surcharges under the hardship increase or capital improvement recovery sections of this chapter.
- g. To coordinate and supervise all staff associated with the operation of this ordinance.
- h. To attend all meetings of the Rent Leveling and Stabilization Board.
- i. To perform such other duties as the Rent Leveling and Stabilization Board may specifically direct and as allowed by this chapter.

Any determination of the Rent Regulation Officer under this section or such duties as may be delegated to him/her by the Rent Leveling and Stabilization Board or his/her designee, by regulation, will be rendered by the officer or designee, in writing.

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Any person aggrieved by a determination of the Rent Regulation Officer may appeal to the Rent Leveling and Stabilization Board, which may sustain, vacate, modify or reverse said determination. An appeal shall be filed no later than forty-five (45) calendar days after the date that the determination is issued. The appeal shall be in the form detailed herein, and shall be accompanied by the fee as set forth in this Chapter.

Upon receipt of the appeal setting forth in detail the grounds for the appeal and the required fee, the matter shall be placed upon the Rent Leveling and Stabilization Board agenda at the earliest convenient date for determination, but no more than sixty (60) days after receipt. During the pendency of the appeal, the rent for the subject unit shall be the rent as established by the Rent Regulation Officer.

Section 16.3. Attendance

Whenever a member of the Rent Leveling and Stabilization Board has not been present at four (4) consecutive meetings of the Board, then the remaining members of the Board shall determine

by a majority vote whether the absence of the member shall be excused pursuant to N.J.S.A. 40A:9-12.1(g). If the failure to attend is due to a legitimate illness, the member's absence shall be excused. However, if the Board determines that the illness is so serious that it may affect the member's continued ability to participate at meetings, then the Board shall request the appointing authority to determine whether the member is physically or mentally incapable of service pursuant to N.J.S.A. 40A:9-12.1(d).

Report of Vacancy. In those cases wherein a majority of the Rent Leveling and Stabilization Board has failed to confirm that the absence of any member at four (4) consecutive meetings is excusable, the Board shall report the determination to the appointing authority and shall advise the appointing authority that a vacancy exists. The member in question who has been absent for four (4) consecutive meetings may appear as a witness but may not vote on the issue as to whether the Board will excuse his or her absence.

Section 16.4. Conflicts of Interest

Candidates for the positions of Rent Leveling and Stabilization Board member and Rent Regulation Officer shall submit a verified statement listing all of their interests and dealings in real property, including, but not limited to, the ownership, sale or management thereof, and their investment in, membership in or association with partnerships, corporations, joint ventures and syndicates engaged in the ownership, sale, or management of real property during the previous three (3) years.

Section 16.5. Meetings and Dockets

The Rent Leveling and Stabilization Board shall determine the schedule of meetings and hearings as is necessary to carry out the provisions of this ordinance. At minimum, a meeting shall be held within every sixty (60) day period. Special meetings may be called upon the request of at least two (2) board members.

The Rent Leveling and Stabilization Board shall maintain and keep in its office rent adjustment hearing dockets. The dockets shall list the time, date, place of hearing, the names of the parties involved, the addresses of the dwellings involved, the issues involved and positions taken, and the final disposition of the petitions heard by the Board.

Section 16.6. Language

All rules, notices, orders, rulings and regulations of the Rent Leveling and Stabilization Board shall be printed in English and Spanish. Information disseminated to the public by the Board shall be disseminated in English and Spanish. At the request of a Board member, participant or observer, provision shall be made for concurrent oral translation into Spanish of any hearings or meetings of the Board.

Section 17. Rights and authority of the Board

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The Rent Leveling and Stabilization Board shall have the right to exercise, in addition to other powers herein granted, all powers necessary and appropriate to carry out and execute the purpose of this entire chapter, including the right to the exercise of equitable authority to depart from the strict interpretation of the provisions of this chapter in instances where justice and fairness requires equitable intervention. Equitable authority should only be exercised in truly exceptional circumstances where justice and fairness so demand.

These powers of equity do not permit the Rent Leveling and Stabilization Board to act in contradiction to the purposes of this chapter nor in an arbitrary, capricious or unreasonable manner. Notwithstanding this general power of equity, the Rent Leveling and Stabilization Board shall also have the following powers:

- A. To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this chapter, which rules and regulations shall have the force of law until revised, repealed or amended from time to time by the Board in the exercise of its discretion, provided that such rules are filed with the Municipal Clerk.
- B. To supply information and assistance to landlords and tenants to help them comply with the provision of this chapter.
- C. To hold hearings and adjudicate applications from landlord/tenants pursuant to this chapter.
- D. Said Board shall give both landlord and tenant reasonable opportunity to be heard before making any determination, with or without counsel. All determinations shall be in writing with copies to any parties of record.
- E. Both landlord and tenant may appeal the findings of the Board to a court of competent jurisdiction according to law.
- F. To issue subpoenas for the production of information which the Rent Leveling and Stabilization Board deems necessary and proper to determine the application.
- G. To require the production of books, records, tax returns, balance sheets, profit and loss statements and such other records as the Board may require and deem necessary for its determination.

Section 18. Fees for application and proceedings

- A. The following fees shall apply to all applications or other proceedings of the Rent Leveling and Stabilization Board and Rent Regulation Officer:
 - a. Capital improvement surcharge: \$75.
 - b. Completely vacant and deteriorated buildings: \$75.
 - c. All requests for updating legal base rents; applications contesting imposition of rent increases under Section 4 or applications for reduction in rent pursuant to Section 14 shall have a fee of \$10 per unit.

- d. Registration and reregistration of dwellings: \$25 per building (Section 28).
 - e. Inspection and/or issuance of certificates of substantial compliance by the Construction Department (per apartment unit): \$10.
 - f. Building vacant since January 1, 2021: \$20.
 - g. Hardship increase application: \$50.
 - h. Appeal from Rent Regulation Officer to Board: \$20.
- B. A single application may be filed for several apartments in the same building for which similar or substantially identical facts are involved. Fees shall be paid only by check or money order, payable to the City of Asbury Park. No cash shall be accepted.

Section 19. Violations and penalties

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A violation of any provisions of this chapter, including but not limited to filing with the Rent Leveling and Stabilization Board or Officer any material misstatement of fact or a determination by the Rent Leveling and Stabilization Board that a landlord has within sixty (60) days of the enactment of this ordinance, caused by harassment or otherwise a dwelling unit to become vacant, unconscionably raised a tenant's rent, or rented to a tenant without filing a registration statement for the unit pursuant to Section 28, shall result in the violator being subject to a fine not to exceed three thousand dollars (\$3,000) per dwelling unit.

Section 20. Enforcement authority

The Rent Regulation Officer is hereby granted and shall have the right to exercise, in addition to other powers herein granted, all powers set forth under Section 17, except the power to promulgate rules and regulations.

Section 21. Determinations appealable

All determinations made by the Rent Regulation Officer are appealable to the Board. The burden of said appeal is on the appellant who must demonstrate that the Officer's determination was in error or arbitrary, capricious and unreasonable. Said appeal must be filed with the Board within forty-five (45) calendar days of the Rent Regulation Officer's decision

ARTICLE IV

Maintenance of Standards

Section 22.1 Duty of landlord to maintain standards

During the term of this chapter, the landlord shall maintain the same standards of service, maintenance, furniture furnishings and equipment on the housing space and dwelling as he provided or was required to do by law or lease at the date the lease was entered into.

Section 22.2 Reduction in Rent Allowed.

Failure of a landlord to maintain a dwelling as described above may result in their tenant qualifying for a rent decrease. Justification for a rent decrease shall include any cessation or inadequate provision of the vital services listed herein, due to deterioration or improper maintenance of the services, where it is the responsibility of the landlord to provide the services. For the following decreases in services, a petitioner or petitioners rents shall be decreased in accordance with the following percentages of the total rent or rents collected during the period of the decrease in services:

- a . No heat 45 %
- b . No water 35 %
- c . No hot water (When provision of hot water is the responsibility of the landlord) 20-30%
- d . Roof leaks (Such as to make the apartment, or dwelling unit fully or partially uninhabitable) 25- 75%
- e . Nonfunctioning stoves or refrigerators (where supplied by landlord) 15-25%
- f . Faulty electrical fixtures (Such as to constitute a dangerous condition, or threat to the health and safety of the tenants) 10-50%
- g . Faulty plumbing (Defined as inoperable "fixtures" i.e., tub, sink, toilet, kitchen sink) 15% (15% per fixture, but not to exceed a maximum of 75% of the total rent of all petitioners)
- h . Inoperable elevator (Shall only apply in buildings over four stories, when inoperability is due to the neglect of the landlord; reduction shall only be applied to tenants of the building living on the third floor or above) 15%

No petition for a rent decrease, due to a decrease in services, shall be considered under this section, unless the potential decrease in rent for each petitioner, or each tenant in a group petition, shall be greater than forty percent (40%) of their rent for the period of the decrease in services, as determined by the Rent Leveling and Stabilization Board.

Section 22.3. Time Periods

Evidence of the existence of any alleged decrease in services shall only be considered by the Rent Leveling and Stabilization Board for a period of seventy-five (75) days prior to the filing of the petition, and no rent decrease shall be imposed by the Board for any period prior to the seventy-five (75) days.

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Section 22.4. Conditional Decrease; Correction

If a rent decrease is made conditional upon the landlord's performing whatever repairs are deemed necessary to correct a decrease in services, the landlord may petition, upon completion of seventy-five percent (75%) or more of the repairs ordered, for a reinstatement of all or part of the decreased rents. The petition and any determination made by the Rent Control Board thereon, shall conform to the procedure of the Board.

Section 23 Rent Rebate

The landlord shall rebate to the tenant any amount of rent collected in excess of that permissible pursuant to the terms of this chapter by crediting the tenant over a period not to exceed twelve (12) months with the amount of excess rent paid, or in the event the tenant is no longer in occupancy, by refunding within a one (1) month period. This provision is not intended to preclude a tenant from seeking judicial remedies under statutory or common law. If a landlord fails to return any excess collected rent to their tenant within the aforementioned relevant time periods, they will be liable to their tenant for double the unreturned balance plus attorney's fees and costs.

Section 24. Certificate of compliance to accompany applications for increase

Any landlord seeking a regular increase in rent pursuant to Section 4 of this chapter must include in the notice of said increase a certification signed by either the landlord or a qualified inspector within the Division of Health to the effect that the dwelling is in substantial compliance with the Asbury Park Building Code, Asbury Park Housing Code, the Asbury Park Fire Prevention Code and 2015 International Property Maintenance Code of the City of Asbury Park.

The landlord may not charge or collect such rental increase if he has failed to provide any such certification, and, in such instance, the tenant may refuse to pay such rental increase without Board proceedings, though the tenant may file the notice with the Board for information. If a notice of rental increase should be served without a certificate of substantial compliance, then that notice shall be invalid. The landlord may serve a second notice of rental increase containing a certificate of substantial compliance, and the rental increase shall be effective no earlier than the date of increase contained in said second notice. If the tenant is served with a certificate of substantial compliance, as part of a notice of increase, and he wishes to challenge the accuracy of that certificate, he may file a complaint with the Rent Leveling and Stabilization Board, and said increase shall be paid by the tenant during the pendency of case. If the Board should determine, at hearing regarding the accuracy of such a certificate, that the dwelling is not in substantial compliance with the aforesaid codes, then the Board may order that the rental increase be rescinded and order that amounts previously paid towards said increase be withheld from future rent.

Section 25. Capital improvement or hardship increase

Any landlord who seeks a capital improvement or hardship increase from the Board, pursuant to Section 9 through Section 13 must file with his application a certification from a qualified inspector within the Division of Health to the effect that the building and grounds are in substantial compliance with the aforesaid codes, which certification shall be based on an application made by the landlord not more than one month before the filing of his application with the Rent Leveling and Stabilization Board. No such increase may be granted until said certification has been filed. If a tenant contests the accuracy of said certification, he may file a complaint with the Board. If the Board determines that the certification is not accurate, then the Board may deny the application and rescind any increase granted thereunder. If the landlord fails to file a certificate of substantial compliance with his application for hardship or capital improvement increase, but he later does so, then the Board may process the application, but any increase granted by this Board shall be retroactive to the date of the certificate.

Section 26. Determination of compliance

Whenever there is an issue as to whether or not a landlord is in substantial compliance, that issue shall be determined by the Rent Leveling and Stabilization Board based on the evidence adduced at hearing. At that hearing, any certification or inspection from a qualified inspector within the

Division of Health regarding substantial compliance shall be evidential but shall not be determinative.

ARTICLE V Construction

Section 27. Construal provisions

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This ordinance, being necessary for the welfare of the City and its inhabitants, shall be liberally construed to effectuate the purposes thereof as set forth in its preamble.

ARTICLE VI Registration Requirements

Section 28. Registration statement; fee

- A. All dwellings which are subject to the provisions of this chapter shall file, within sixty (60) days of the final adoption of this section, a registration statement and a filing fee of \$25 with the Rent Leveling and Stabilization Board. This registration statement shall include the following information to be provided on a form provided by the Rent Leveling and Stabilization Board; the name of each tenant and the apartment number; the number of rooms for each apartment; the current rent for each apartment; the amount of the last increase for each apartment unit; the date of the last increase for each apartment unit; the date of lease expiration for each apartment unit; if applicable, services provided to the building and telephone number; the address of the owner of the building and his or her telephone number; and the superintendent's name, address and phone number, if applicable.
- B. If the building is owned by an LLC, any members with at least a 24 percent share in the property must provide their names and mailing addresses. If no members of the LLC own at least a twenty-four percent (24%) share, then the four members with the largest shares shall provide that information.
- C. This statement must be maintained on a yearly basis by filing with the Rent Leveling and Stabilization Board, with a filing fee of \$25 as set forth under Section 18, an annual registration statement on January 1, 2021, and each anniversary date thereafter. Failure to register or reregister or false registrations shall be punishable by a fine pursuant to Section 19. Furthermore, any rent charged by a landlord who is non-compliant with this section shall be void and returnable to their tenants pursuant to Sections 4 and 23. A copy of the annual registration statement shall be presented to any tenant upon demand.
- D. For the purpose of disclosure, the registration statement shall be considered a public document which shall be made available for inspection pursuant to reasonable regulations established by the Rent Leveling and Stabilization Board.
- E. A violation of any provision of Section 18A(a) through (h) inclusive shall be subject to a penalty of \$500.

ARTICLE VII
Vacancy Decontrol and Limitation on Rent Increases

Section 29. No Vacancy Decontrol

No dwelling unit shall be decontrolled pursuant to this article.

Section 30. Limitation on Increases

Since an immediate rent increase of more than twenty percent (20%) above the prior monthly rent may be considered unconscionable and imposes a hardship on a tenant, the Rent Leveling and Stabilization Board shall not grant increases exceeding twenty percent (20%) in any one (1) year for any tenant.

For the purpose of determining whether the rent increase exceeds twenty percent (20%) of the monthly rent, all increases pursuant to Section 4, Expiration or termination of lease, Section 9, Application to Rent Leveling and Stabilization Board for Rental Surcharge and Section 13, Appeal by landlord for a hardship rental increase, occurring within twelve (12) months prior to the effective date of the increase shall be added to determine if that amount exceeds twenty percent (20%) of the prior monthly rent.

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I, MELODY HARTSGROVE, 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. 2020-30 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2020

MELODY HARTSGROVE
 CITY CLERK



Minutes
Meeting of the Municipal Council
Tuesday, December 22, 2020
REGULAR MEETING

Executive Session - 4:00 p.m.

2020-356 Resolution Authorizing a meeting which excludes the public

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

ATTORNEY-CLIENT PRIVILEGE

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Remote	
Yvonne Clayton	Councilmember	Remote	
Jesse Kendle	Councilmember	Remote	
Amy Quinn	Deputy Mayor	Remote	
John Moor	Mayor	Remote	
Melody Hartsgrove	City Clerk	Remote	
Donna Vieiro	City Manager	Remote	
Frederick Raffetto	City Attorney	Remote	

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

MATTERS FROM CITY COUNCIL

Council Member Chapman stated, I want to remind everyone that we still have free transportation for Asbury Park residents to go to either medical appointments or grocery shopping. In order to make an appointment call 201-939-4242. I want to wish everyone a Happy Holidays [remainder of comments inaudible].

Council Member Clayton stated, I just want to remind everyone that there is still free parking until Christmas day. If you're downtown, there is an opportunity to shop with our businesses so please take advantage of that opportunity. I want to say thank you to everyone in this city who has worked so hard to be able to maintain this year, our businesses, our employees and our residents. This has been a tough year. Thank you very much. Merry Christmas, Happy Hannukah, Happy Kwanzaa, and here's hoping for a happier new year.

Council Member Kendle stated, Happy Holidays to everyone. Please be safe. Good Hope Baptist Church on Washington Avenue will be giving out free toys, tomorrow at 10:00AM and also they will be giving out free meals. Stay safe, continue to wear your masks, and God bless you.

Deputy Mayor Quinn stated, I want to thank Connie Breech and the Asbury Park Toy Drive who managed to give out thousands of gifts to hundreds of families this year and all of her volunteers and helpers. This was not an easy year to accomplish that task in a socially distant way. I think she's in her 20th year of doing this and kudos for getting that job done. I encourage everyone to buy locally this year. This has not been an easy year for our businesses, they are struggling. Picking up calendars, t-shirts, dinner, drinks may be the make or break for them this year. If you could shop local and support these local businesses, that would be great.

Mayor Moor stated, I want to wish everyone a Happy Holidays and Merry Christmas. I urge everyone stay vigilant and continue to wear your masks. Everything I read says the numbers are going to get worse before they get better. We're not even close to being out of the woods. Thank goodness we have the vaccine coming. Again, everyone be safe and thank you all.

MATTERS FROM CITY MANAGER

City Manager Vieiro, had no matters at this time.

MATTERS FROM CITY ATTORNEY

City Attorney Raffetto, had no matters at this time.

PUBLIC PARTICIPATION

A motion to open the meeting to the public was made by Council Member Clayton and seconded by Council Member Kendle . All in favor. The following members of the public spoke:

Ernest Mignoli, Rita Marano, Felicia Simmons, Peter Siegel, Kerry Butch, Randy Thompson, Maureen Nevin, Tracy Rogers, Ron Simonci, Dana Devino, Sylvee St. Pierre, Pam Lamberton. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council Member Kendle.

MINUTES

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

1. Executive Session of Dec. 9, 2020 4:00 PM
2. Municipal Council - Regular Meeting - Dec 9, 2020 6:00 PM

INDIVIDUAL RESOLUTIONS

2020-357 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2020 Budget

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

2020-358 Resolution Authorizing an Agreement with Geese Chasers for Geese Management at Sunset Park

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

2020-359 Resolution Authorizing the Execution of A Shared Services Agreement With The Township Of Neptune For Geese Management of Wesley Lake

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

2020-360 Resolution Awarding a contract to BR Welding for the RBC West Channel Improvements No. 1 at the Wastewater Treatment Plant

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

2020-361 Resolution Authorizing the City of Asbury Park to Grant an Assignable License to Permit an Encroachment Over A Certain Portion of The Right-Of-Way Area Adjacent to The Property Located At 1200 Asbury Avenue/630 Church Street (Block 1605, Lot 1), Asbury Park, New Jersey And to Execute A License Agreement Associated Therewith.

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

2020-362 Resolution Authorizing the Purchase of Traffic Safety Signage through the Transportation Utility

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

2020-363 Resolution Authorizing the Purchase of Access Control Security System for the new Transportation Offices

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

2020-364 Resolution Authorizing the Purchase of Uniforms for the Police Department

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

2020-365 Resolution Authorizing the Boom Reel Replacement on the 2013 Seagrave Aerialscope Reel at the Fire Department

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

ORDINANCES

Second Reading/Public Hearing

2020-25 A Capital Ordinance Appropriating the Sum of \$362,000.00 for Vehicles for Various Departments

A motion to open the public hearing on Ordinance 2020-25 was made by Council Member Kendle and seconded by Council Member Clayton,. All in favor. The following members of the public spoke:

Ernest Mignoli, Rita Marano, Tracy Rogers, Matthew Crescio, Maureen Nevin. A motion to close the public hearing on Ordinance 2020-25 was made by Deputy Mayor Quinn and seconded by Council Member Kendle. All in favor.

A motion to adopt Ordinance 2020-25 was made by Deputy Mayor Quinn and seconded by Council Member Chapman.

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

2020-26 Ordinance of the City of Asbury Park Amending Chapter VII of the Code of the City of Asbury Park Regarding Traffic Regulations

A motion to open the public hearing on Ordinance 2020-26 was made by Council Member Chapman and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Ernest Mignoli, Rita Marano.

A motion to close the public hearing on Ordinance 2020-26 was made by Deputy Mayor Quinn and seconded by Council Member Chapman. All in Favor. A motion to adopt Ordinance 2020-26 was made by Council Member Kendle and seconded by Council Member Clayton.

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

2020-27 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

A motion to open the public hearing on Ordinance 2020-27 was made by Council Member Clayton and seconded by Council Member Chapman. All in favor. The following members of the public spoke: Ernest Mignoli. A motion to close the public hearing on Ordinance 2020-27 was made by Council Member Kendle and seconded by Mayor Moor. All in favor. A Motion to adopt Ordinance 2020-27 was made by Council Member Kendle and seconded by Council Member Chapman.

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

2020-28 Ordinance of The City of Asbury Park, County of Monmouth And State Of New Jersey Amending Ordinance No. 2018-21, Relating to The Implementation and Collection Of "Development Fees" (As Codified in Chapter 2, Section 88 of the Asbury Park City Code).

A motion to open the public hearing on Ordinance 2020-28 was made by Council Member Chapman and seconded by Council Member Clayton . All in favor. The following members of the public spoke: Ernest Mignoli.

Maureen Nevin, Felicia Simmons. A motion to close the public hearing on Ordinance 2020-28 was made by Council Member Chapman and seconded by Deputy Mayor Quinn. . All in favor. A Motion to adopt Ordinance 2020-28 was made by Council Member Chapman and seconded by Council Member Clayton. .

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

2. Ordinance Establishing Salary Ranges for Employees of The City of Asbury Park

A motion to open the public hearing on Ordinance 2020-29 was made by Council Member Chapman and seconded by Deputy Mayor Quinn . All in favor. The following members of the public spoke: Ernest Mignoli.

Rita Marano. A motion to close the public hearing on Ordinance 2020-29 was made by Council Member Kendel and seconded by Council Member Chapman.. . All in favor. A Motion to adopt Ordinance 2020-29 was made by Council Member Chapman and seconded by Council Member Clayton. .

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

3. An Ordinance Establishing A Rent Leveling and Stabilization Board as Well as Rules That Regulate the Price of Rent and Rate of Rent Increase for Certain Rental Housing Within the City of Asbury Park.

City Attorney Frederick Raffetto, read a statement into the record regarding the initiative petition. A motion to open the public hearing on Ordinance 2020-30 was made by Council Member Chapman and Seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Charles Gormally, Peter Siegel, Nicole Harris, Daniel Harris, Jennifer Surwa, Kathleen Mumma, Maureen Nevin, Ron Simoncini, Mitchell Kahn, Kerry Buth, Derek Minno-Bloom, Kris Lackey, Jacob Smith, Nina Summerlin, Sylvee St. Pierre, Katherine Healy, Josh Vallerio, Linda Phillips, Ernest Mignoli, Mitch Kahn, Andrea Goldman, Tracy Rogers, Dana Devino, Jen Cubias, Bill Mackolin, Carter Sackman, Felicia Simmons, Pat Schavino, Steve Sims, Matthew Sigman, Pat Fasano, Jordan Modell, Rita Marano, Ruthanne Harrison, Mike Szczurek, Michelle Gladden, Matt Crescio. A motion to close the public hearing on Ordinance 2020-30 was made by Mayor Moor and seconded by Council Member Kendle. All in favor.

Mayor Moor stated, I am so very very proud that this was so very civil and so very respectful, I'm happy it didn't blow up. I will not mention anyone by name but I think I gave everyone a lot of latitude as far as we strayed from the ordinance several times but because it's such an important ordinance I had no problem with that. Again, I'm going to respectfully say I disagree with a couple comments that were made. A comment made that it was an illegal petition because it wasn't done the right way. We accepted and we believe it is a legal petition. Someone said that this was presented to the council months ago and I guess I wasn't at that meeting. Someone said this ordinance is our ordinance, and that's not the truth. It is a very important decision that no one has taken lightly. When this started I reached out to Tracy and others and we've had a dialogue from day one. The city representatives and petitioners' representatives have met and had very good discussions. Again, they were very civil. Everyone knows this is an important issue and it's not being taken lightly by any of us. Again, I can't thank you all enough for being so civil and getting through this. If anyone else from council would like to say anything before we get to voting please go ahead.

Council member Chapman stated, I have some concerns about how this Ordinance was written [remainder of comments inaudible].

Council member Kendle stated, I've been on both sides of the fence and I know exactly what people are saying but I'm still confused. My heart is just beating fast because I'm not exactly sure. I don't think we had enough time to even really hear even though went hours tonight. Really sat down and figured this thing out. Maybe this is not the time to vote, but I would like abstain because I sympathize with both parties and I need to hear more. I want to be fair.

Council member Clayton stated, I agree rents have sky rocketed in town. People are forced to leave and I do believe that there is a need for some rent stabilization. When I lived in New York I was a beneficiary of that and it worked for me. I applaud the affordable housing coalition for coming forward and all the work that they put into this. I do wish that we had an opportunity to work together on this as we did with the affordable housing ordinances. It seems like this has become something like landlords vs. renters and I think it's more than that. This is not just going to be for the renters, it's going to affect the homeowners and the taxpayers in the city. I just don't think that we've had enough time and I wish there had been some more public participation. We needed to get people out to have a hearing to really go through the ordinances so that we all understand it. I see some faults in this ordinance that I don't know if we should have to live with for three whole years. I would love for us to do something, I agree, there is urgency. We need to do something now. So let's get together and makes changes and put something out that we can work with and that we can pass.

During the roll call vote Deputy Mayor Quinn stated, I think this is a flawed ordinance. I'm cautiously optimistic something better can be collaborated on and brought before the council. Until that time, I'm left with voting yes or no on the concept of rent control as a person who truly believes that the affordable housing crisis is a cornerstone of the inequity crisis we are staring down today and that it is our responsibility to be measured and forward thinking for all of our citizens in this town. I'm voting yes. I would allow this ordinance to move forward to signal to all parties, and I mean all parties that I will vote yes again when something that addresses reasonable concerns is brought before me.

RESULT:	DEFEATED [1 TO 3]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Amy Quinn
NAYS:	Eileen Chapman, Yvonne Clayton, John Moor
ABSTAIN:	Jesse Kendle

ADJOURNMENT

The meeting was adjourned at 10:50 PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk