



Agenda
Meeting of the Municipal Council
Wednesday, December 28, 2016
REGULAR MEETING 7:00 PM

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

- A. Roll Call / Call To Order
- B. Silent Prayer/Moment of Reflection
- C. Salute to the Flag
- D. Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

- E. Matters from City Council
- F. Matters from City Manager
- G. Matters from City Attorney
- H. Public Participation
- I. Minutes

- Municipal Council - Work Session - Dec 12, 2016 6:00 PM
- Executive Session Minutes of Dec 14, 2016 5:00 PM
- Municipal Council - Regular Meeting - Dec 14, 2016 7:00 PM

J. Consent Agenda Resolutions

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

item(s), then said item(s) shall be removed from the Consent Agenda and considered separately.

- 2016-477 Resolution authorizing the payment of payroll in the amount of \$955,506.98
- 2016-478 Authorizing Compensation Payment to Clint Davis upon His Separation of Employment
- 2016-479 Public Health Nursing Services January 1, 2017 – December 31, 2017
- 2016-480 Award of Contract for Regional Contribution Agreement Project (825 Dunlewy Street)
- 2016-481 Resolution to Credit Sewer Account 1505-2 1608 Sewall Ave

K. Individual Resolutions

- 2016-482 Resolution Approving Payment of Bills
- 2016-483 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2016 Budget
- 2016-484 Resolution Authorizing Changer Order #1 for the Wastewater Treatment Plant Generator Relocation Project
- 2016-485 Resolution Authorizing Change Order Number 4 for Springwood Avenue Park
- 2016-486 Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners
- 2016-487 Authorizing a Contract with Thomas P. Miller & Assoc. to Complete a Workforce Development Plan
- 2016-488 Authorizing award to SPCA for Animal Control
- 2016-489 A Resolution of the City of Asbury Park Releasing the Performance Bond for 600 Grand Street, 405 Monroe Avenue, 410-412 Sewell Avenue, Block 3205, Lots 13-15 (Formally Known as Lots 1-12) at Grand, Sewall, & Monroe Avenues & Heck Street And Accepting Maintenance Guarantee
- 2016-490 Authorizing the City of Asbury Park to Grant a License to Permit Improvements in an Area of the City Right-Of-Way Adjacent to the Property Located at 901-911 Asbury Avenue, Block 403, Lot 8
- 2016-491 Authorizing the City of Asbury Park to Grant a License to Permit an Encroachment into an Area of the City Right-Of-Way Adjacent to the Property Located at 618 Mattison Avenue, Block 2403, Lot 3
- 2016-492 Authorizing the Acquisition, Support and Maintenance of Proprietary Software from Target Solutions

L. Ordinances

1. Second Reading/Public Hearing

- 2016-49 An Ordinance Amending And Supplementing Chapter IV “General Licensing”, Section 4.9 “Display Of Merchandise In Public Areas; Outdoor/Sidewalk Cafes”, Subsection 4.9-5 “Annual Licensing Fees” of the “Code of the City Of Asbury Park, New Jersey.”
- 2016-50 An Ordinance Amending and Supplementing Section 4-1 “Business Licenses” by Amending Subsections 4-1.4 “Fees” and Section 4-1.9 “Standards of Operation; Revocation or Suspension; Complaints” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey.”
- 2016-51 An Ordinance Amending and Supplementing Subsection 3-38.2, Entitled “Penalties,” of Section 3-38 “Use Of Bicycles,” Of Chapter III, “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey.”
- 2016-52 Vacating and Dedicating Boston Way Right Of Way
- 2016-53 An Ordinance Amending Chapter XIII “Property Improvement and Neighborhood Preservation – Property Maintenance Code”
- 2016-54 An Ordinance Amending And Supplementing Chapter XXX “Land Development Regulations”, Chapter 30-21 “Planning Board”, Subsection 30-21.1 “Establishment and Membership”
- 2016-55 Amending and Supplementing Subsection 4-10.4, Entitled “Fees,” of Section 4-10, “Permits for Special Events,” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey.”
- 2016-56 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ
- 2016-57 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

M. Adjournment



Minutes
Meeting of the Municipal Council
Monday, December 12, 2016
WORK SESSION

Call to Order

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

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

City Clerk Cindy Dye announced the following: "As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual notice was forwarded to the Asbury Park Press, The Coaster and Star Ledger on January 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk."

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

City Manager Capabianco had no items to review.

Special Event Applications

Leesha Floyd reviewed the special events applications with the City Council.

Items to be presented by Sackman Enterprises:

1. Presentation by Sackman Enterprises for proposed building at 605 Mattison Avenue
Andrew Karus was present, along with the architect, on behalf of Sackman Enterprises. He explained his informal proposal for 605 Mattison Ave.

Review of Agenda Items for December 14, 2016 Regular Meeting

City Manager Capabianco reviewed the Council meeting agenda items for the December 14, 2016 Council meeting.

Matters from City Council

Council Member Kendle thanked all who participated in all the tree lighting services. All services were beautiful. He appreciated everyone coming out.

Deputy Mayor Quinn stated that the tree lighting at Springwood Avenue was great. APTV taped the Asbury Park High School Soccer team after they won their State championship after 35 years. It was a great discussion.

Mayor Moor stated that the Asbury Park High School Football team and cheerleaders will be recognized as well for their successful season.

Matters from City Manager

1. Snow Removal for 2016-2017

City Manager Capabianco reviewed the snow removal plan for 2016-2017 for the Council.

RESULT:	DISCUSSED
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Matters from City Attorney

City Attorney Raffetto had no matters to discuss.

Public Participation

The following members of the public spoke: Doug McQueen.

Adjournment

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

605 Mattison Ave

Asbury Park, NJ





Site Location within Asbury Park

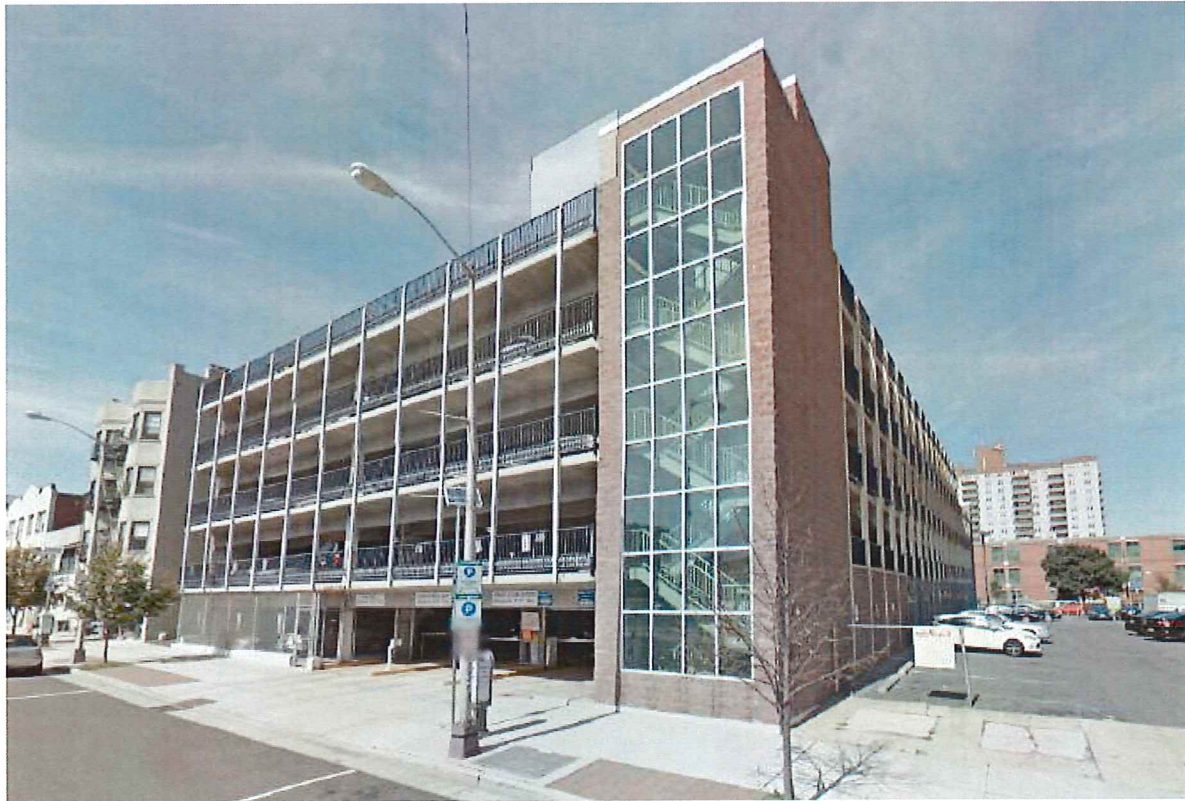
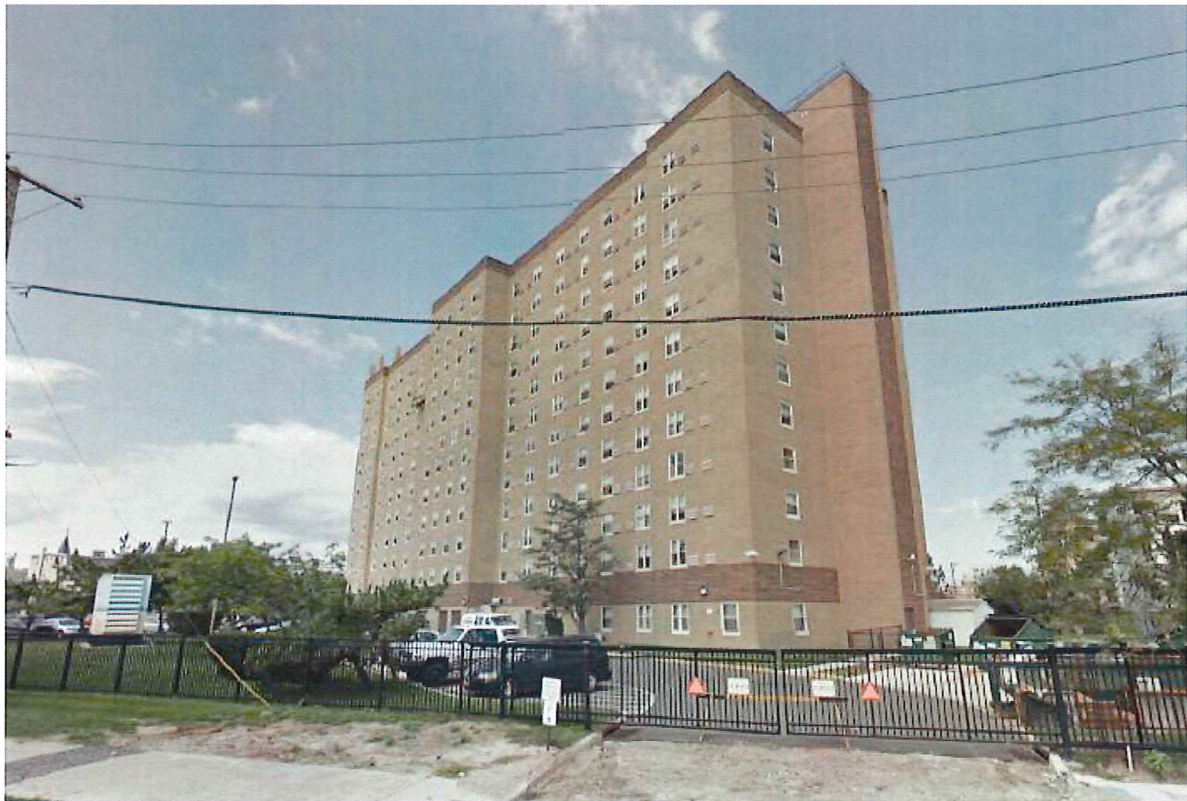
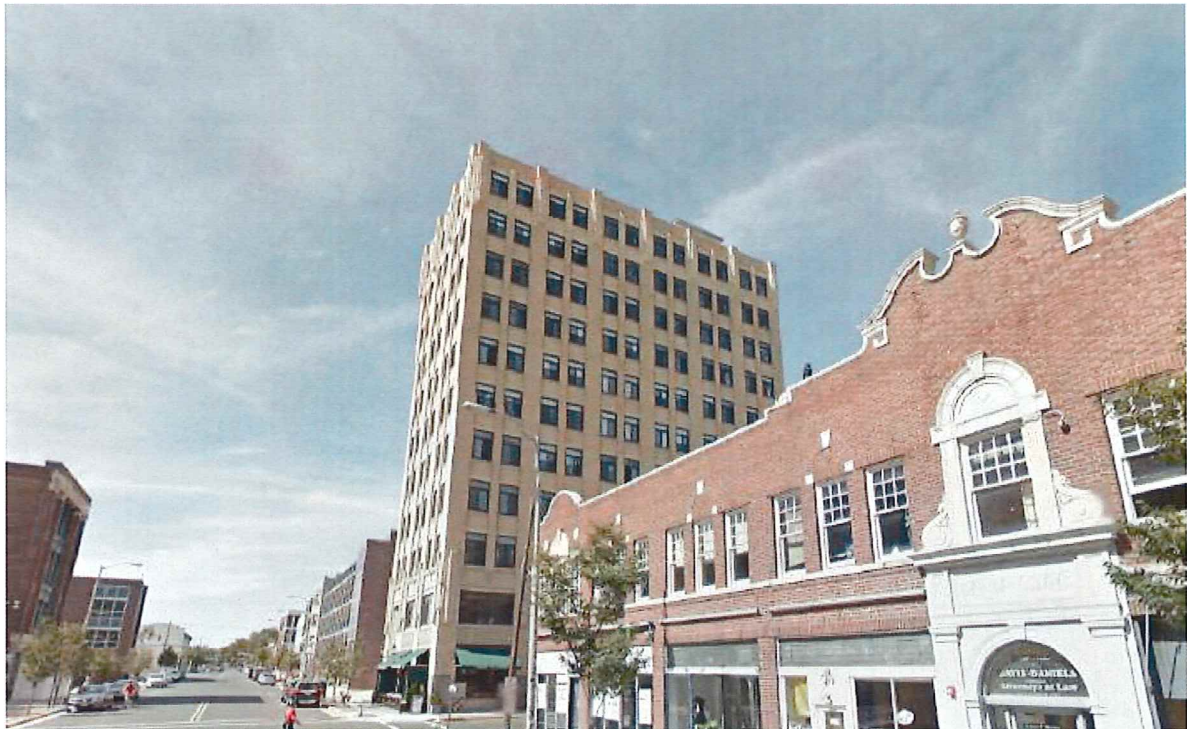


Architectural Heritage and Site Context

Garrison—Architects
SACKMAN
ENTERPRISES INC.

605 Mattison Ave
Asbury Park, NJ 07712

Asbury Park Images

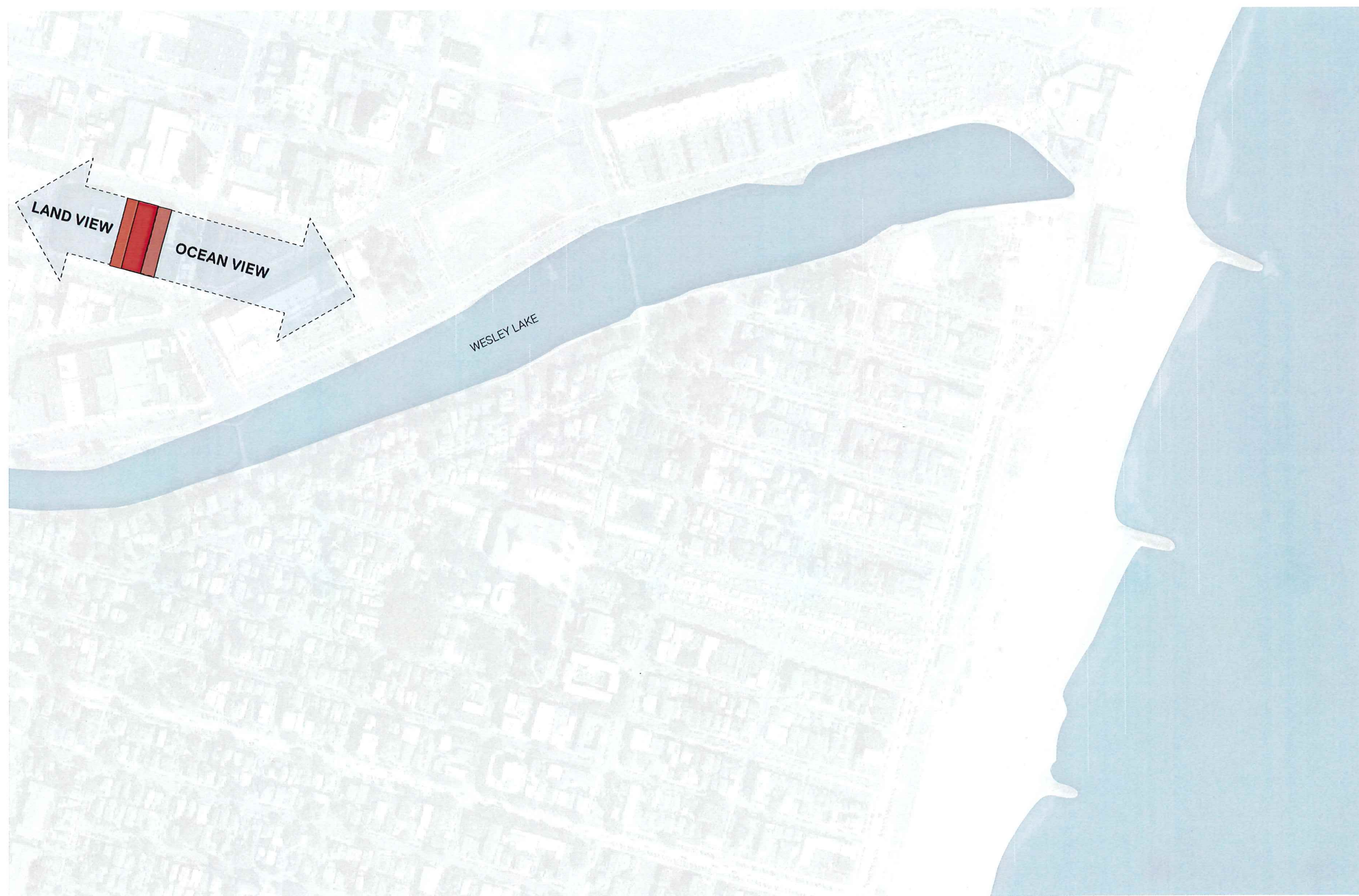


Existing Tall Buildings and Parking Structures

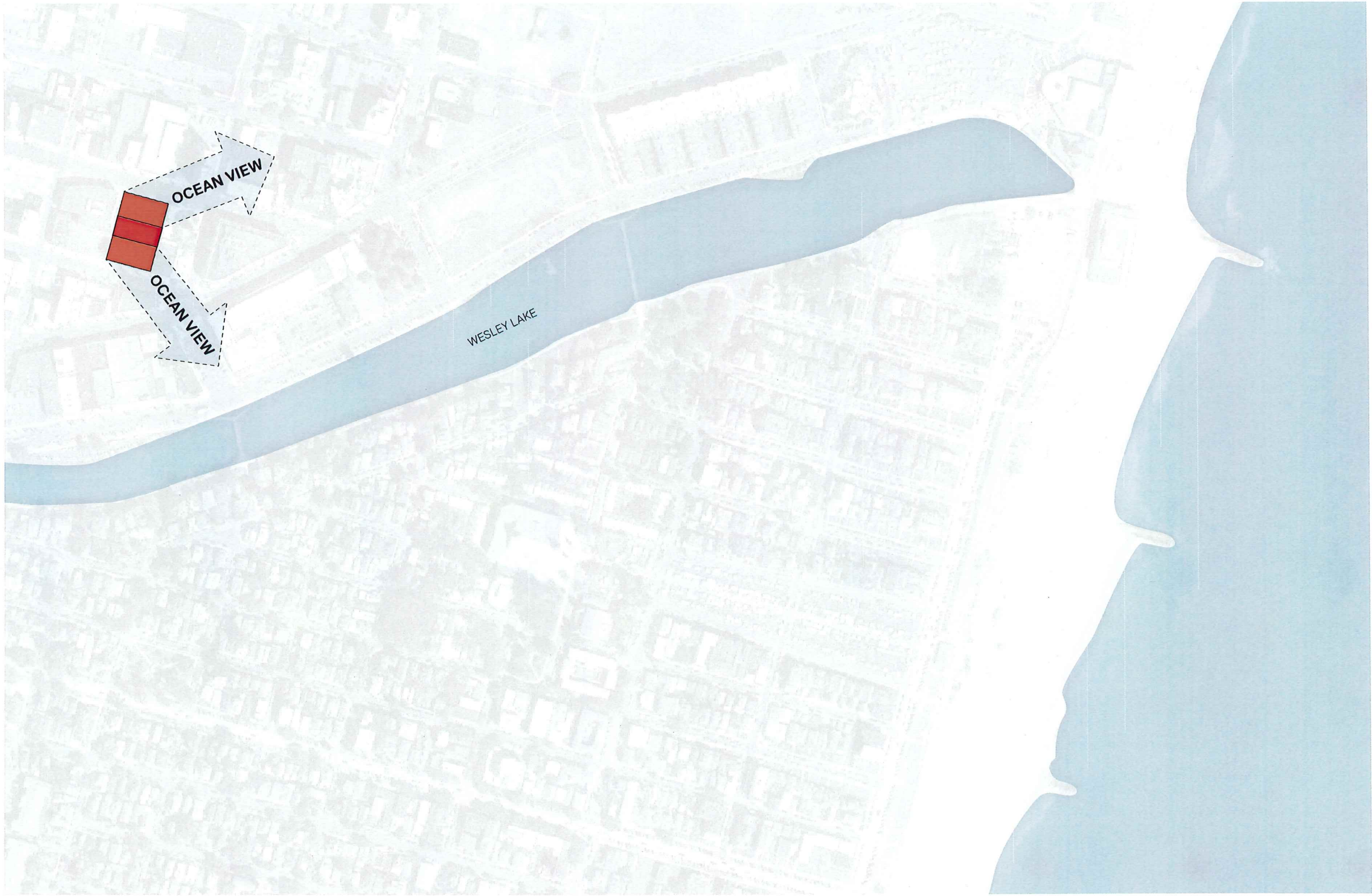
Garrison—Architects
SACKMAN
ENTERPRISES INC.

605 Mattison Ave
Asbury Park, NJ 07712

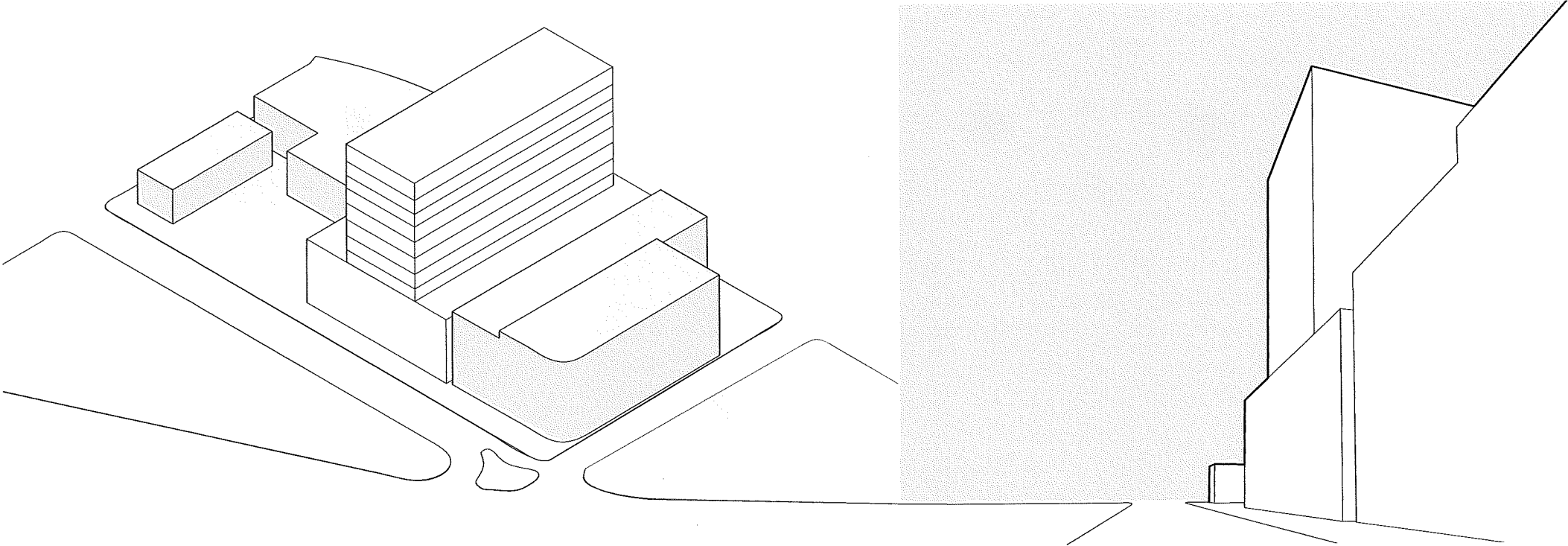
Asbury Park Images



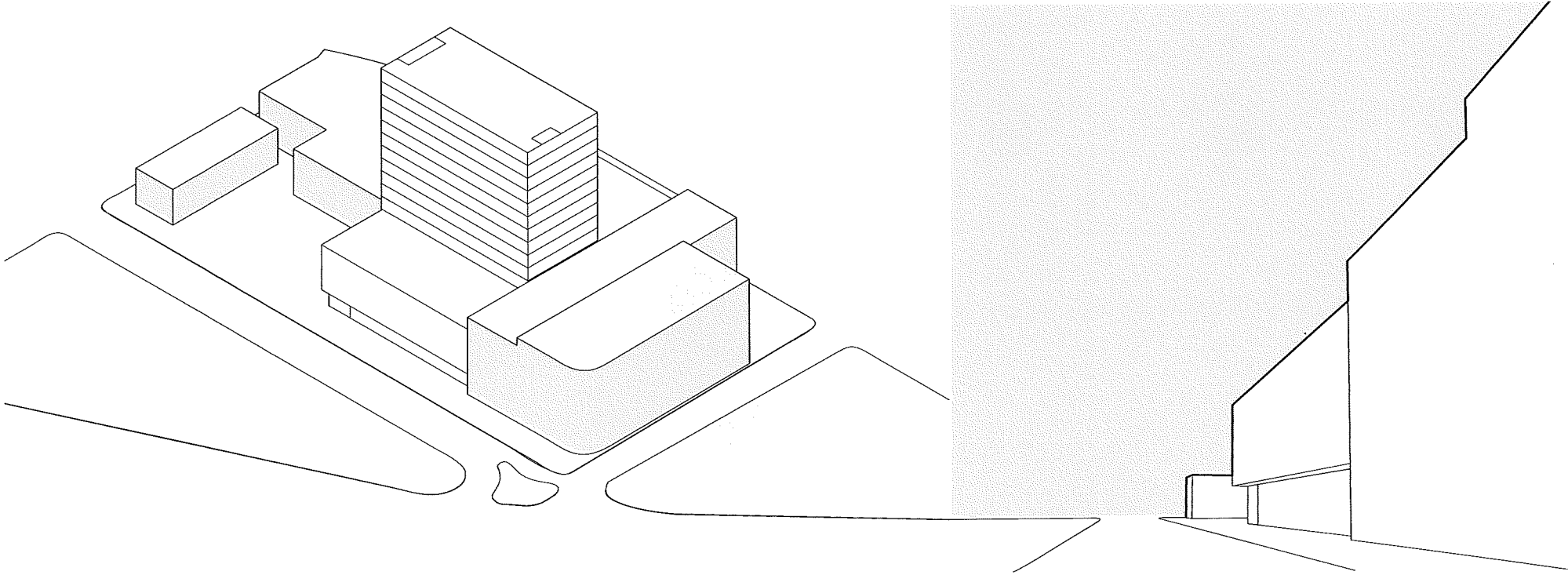
Ocean View Diagram - North/South Orientation



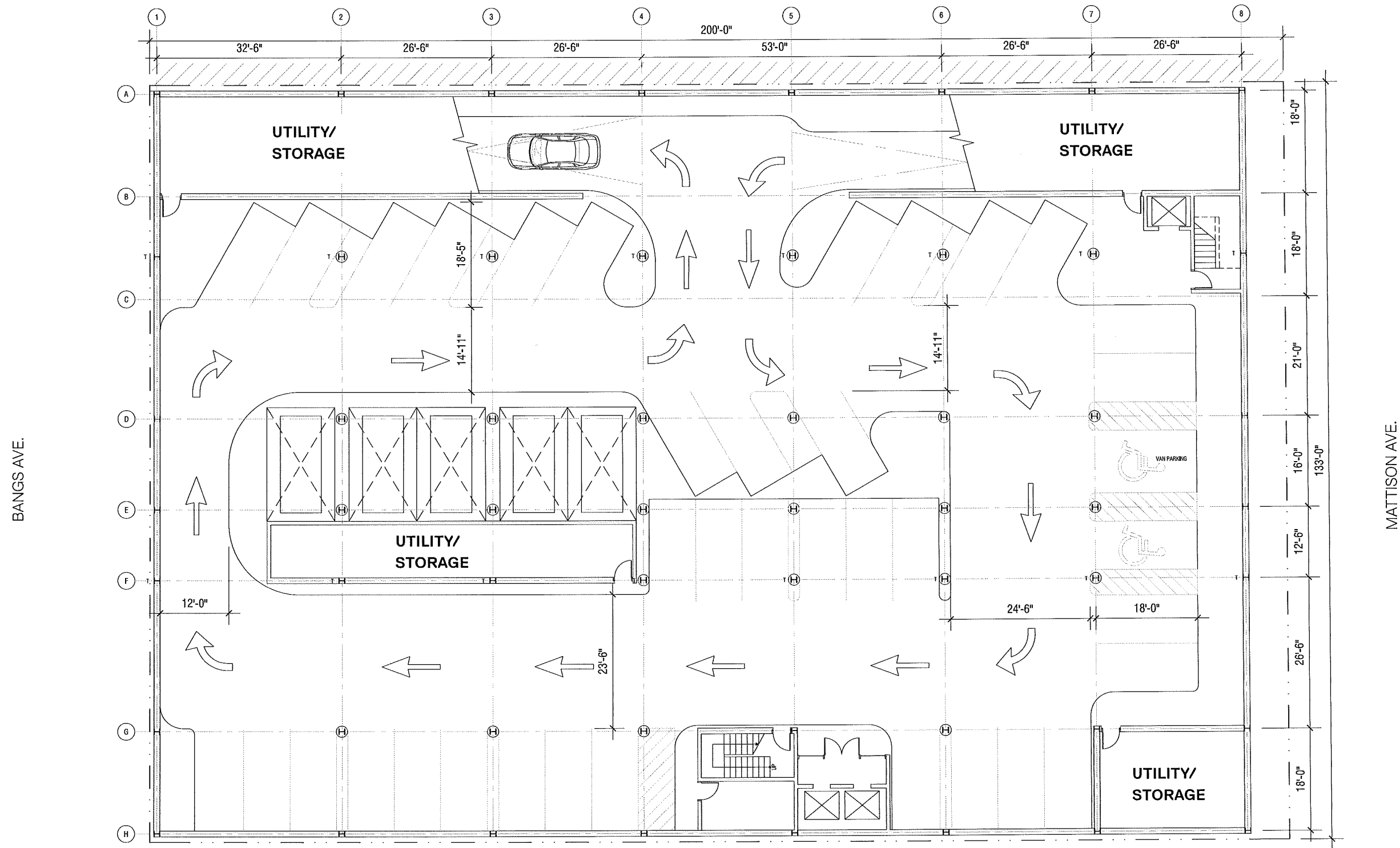
Ocean View Diagram - East/West Orientation



Massing Diagram - North/South Orientation ----- Street View

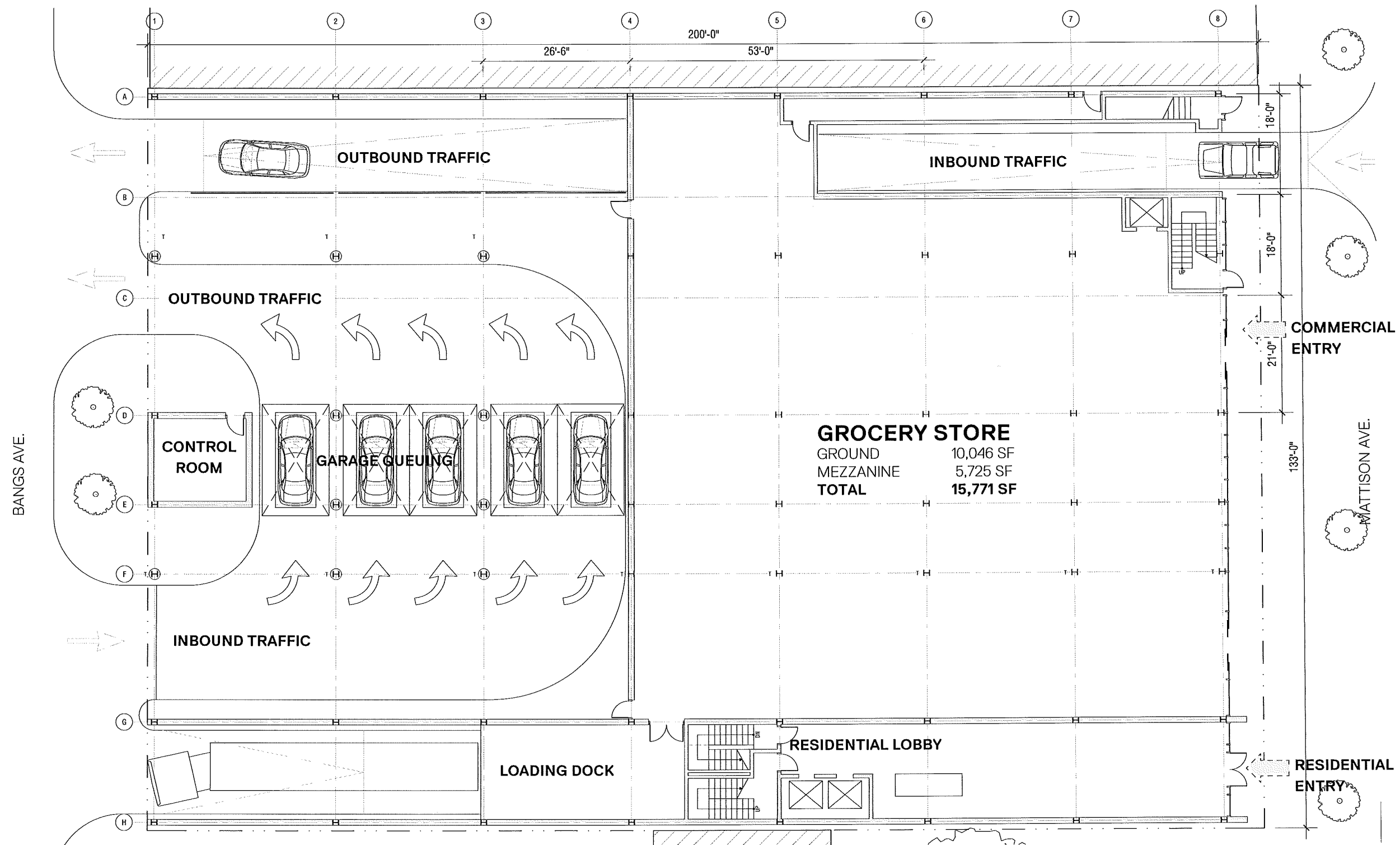


Massing Diagram - East/West Orientation----- Street View

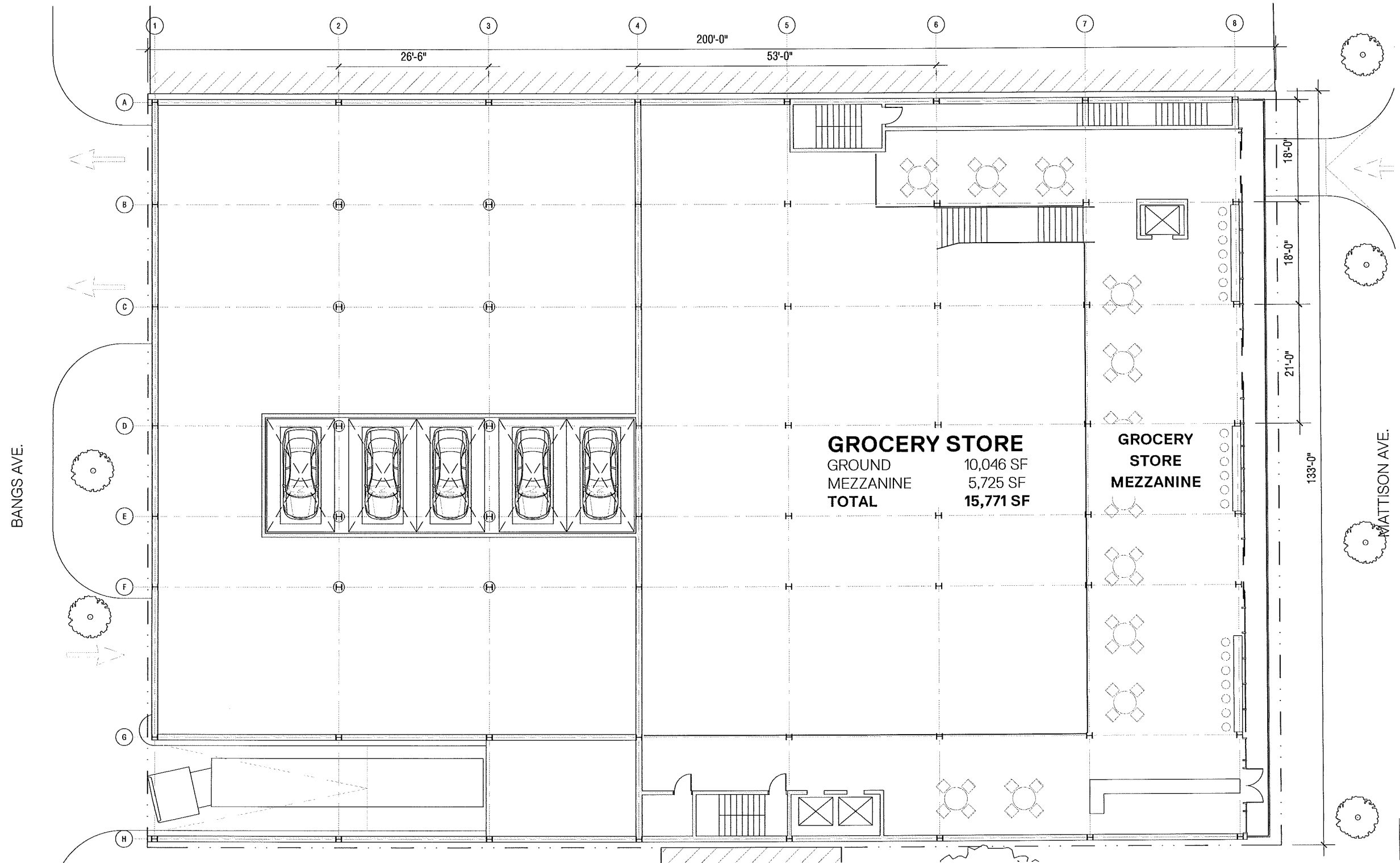


Cellar Level Floor Plan

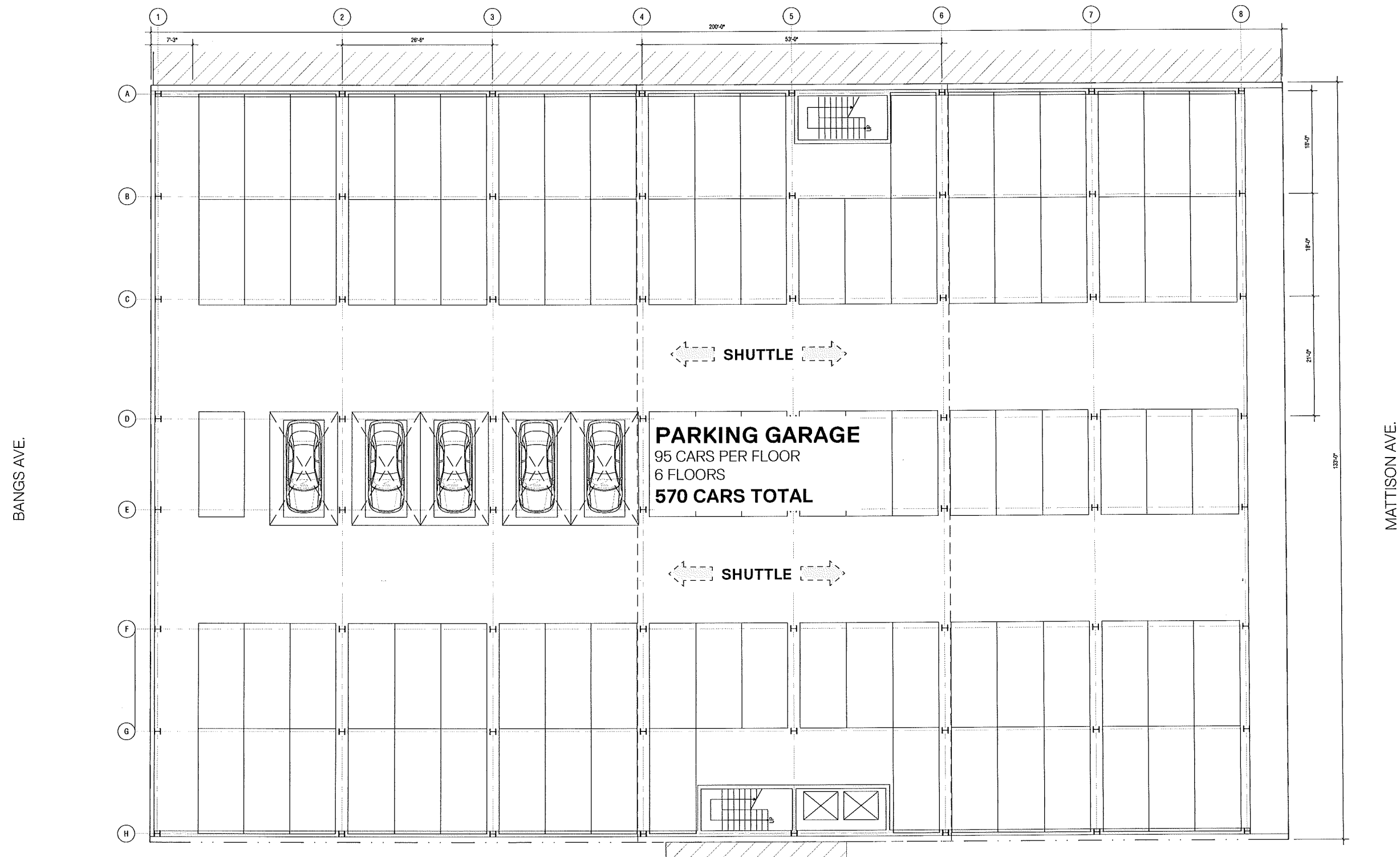
38 Parking Spots Total



Ground Level Floor Plan

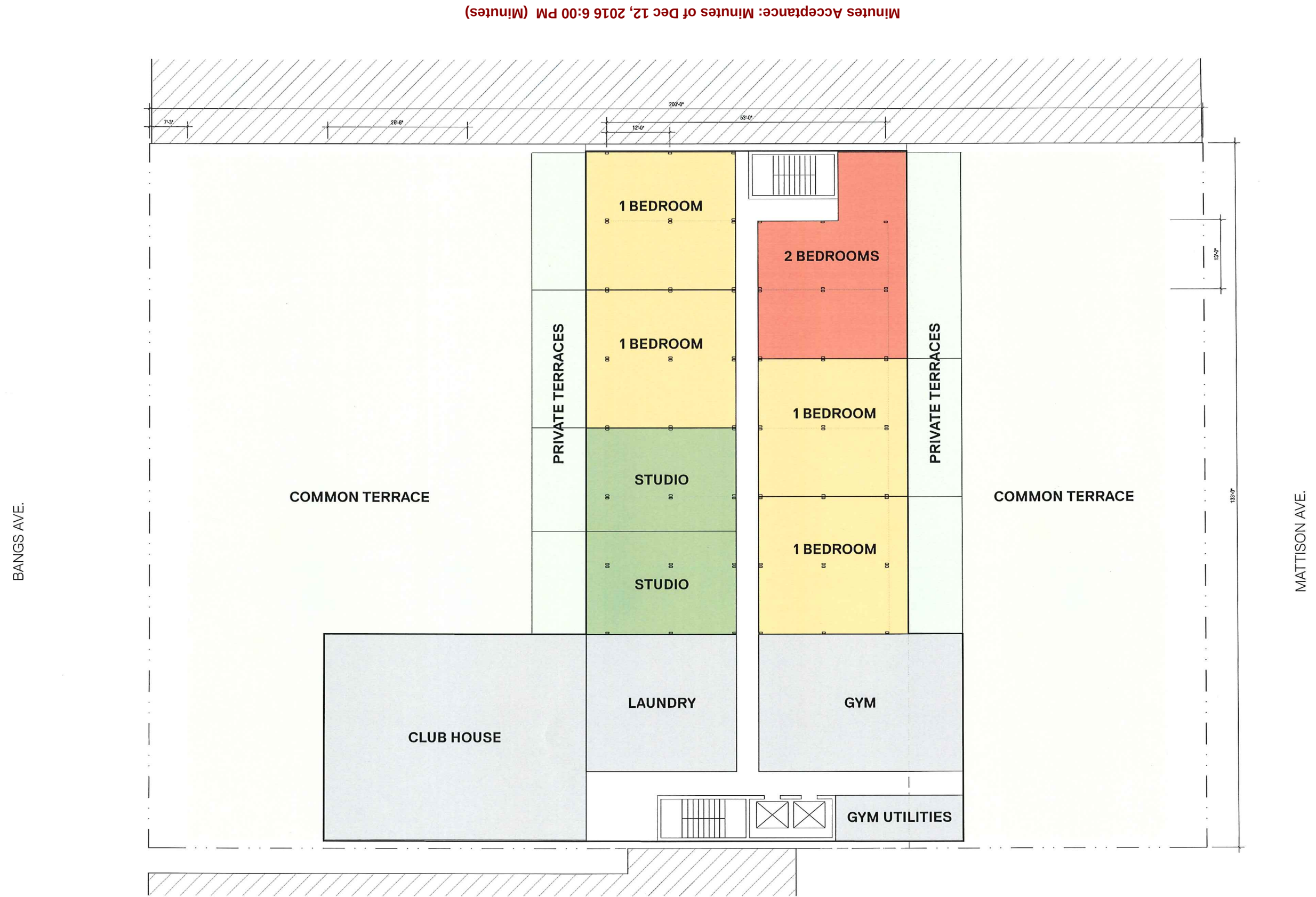


Mezzanine Level Floor Plan

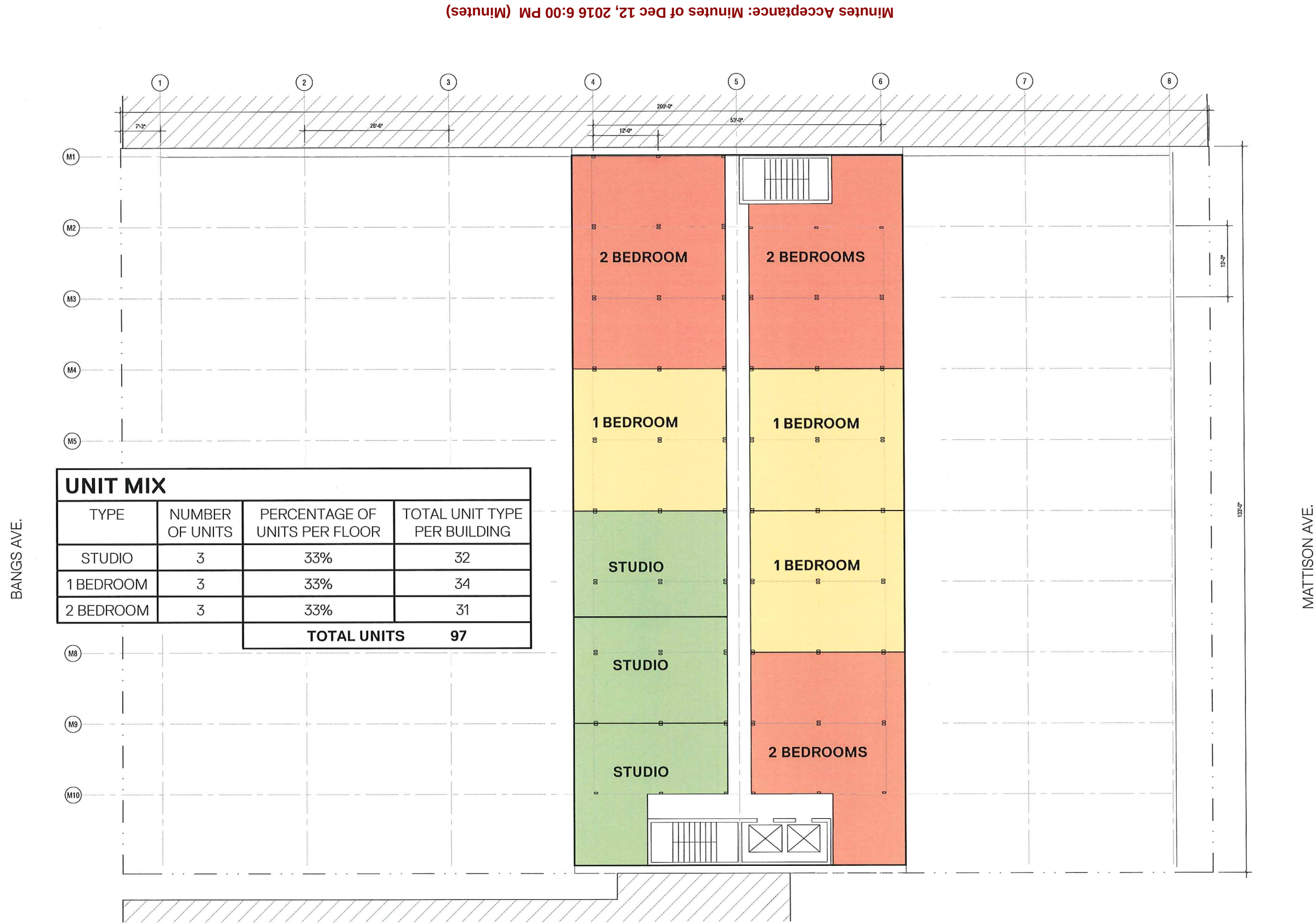


Minutes Acceptance: Minutes of Dec 12, 2016 6:00 PM (Minutes)

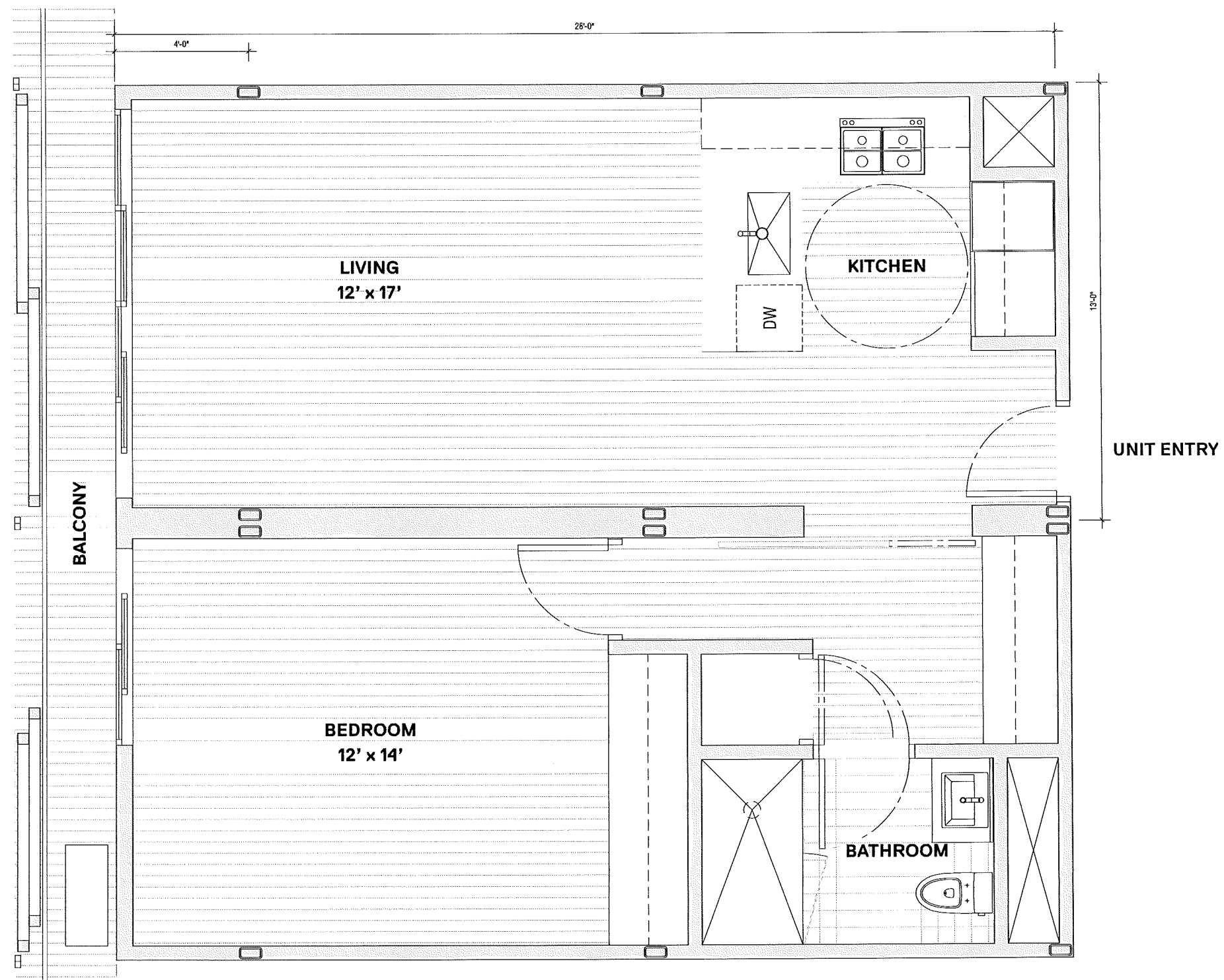
Typical Parking Floor Plan



Terrace Level Floor Plan

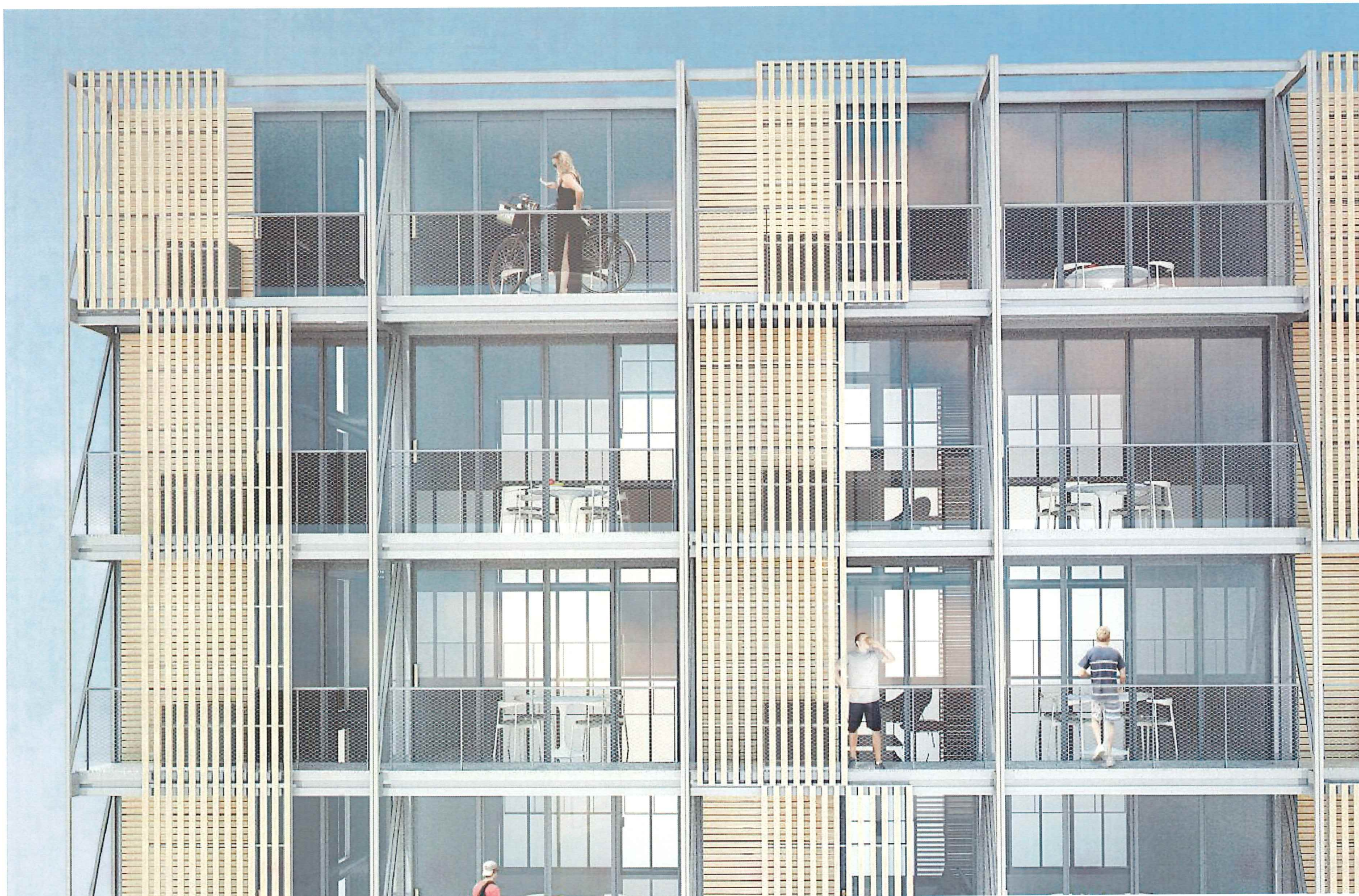


Typical Residential Floor Plan



Minutes Acceptance: Minutes of Dec 12, 2016 6:00 PM (Minutes)

Typical One Bedroom Floor Plan

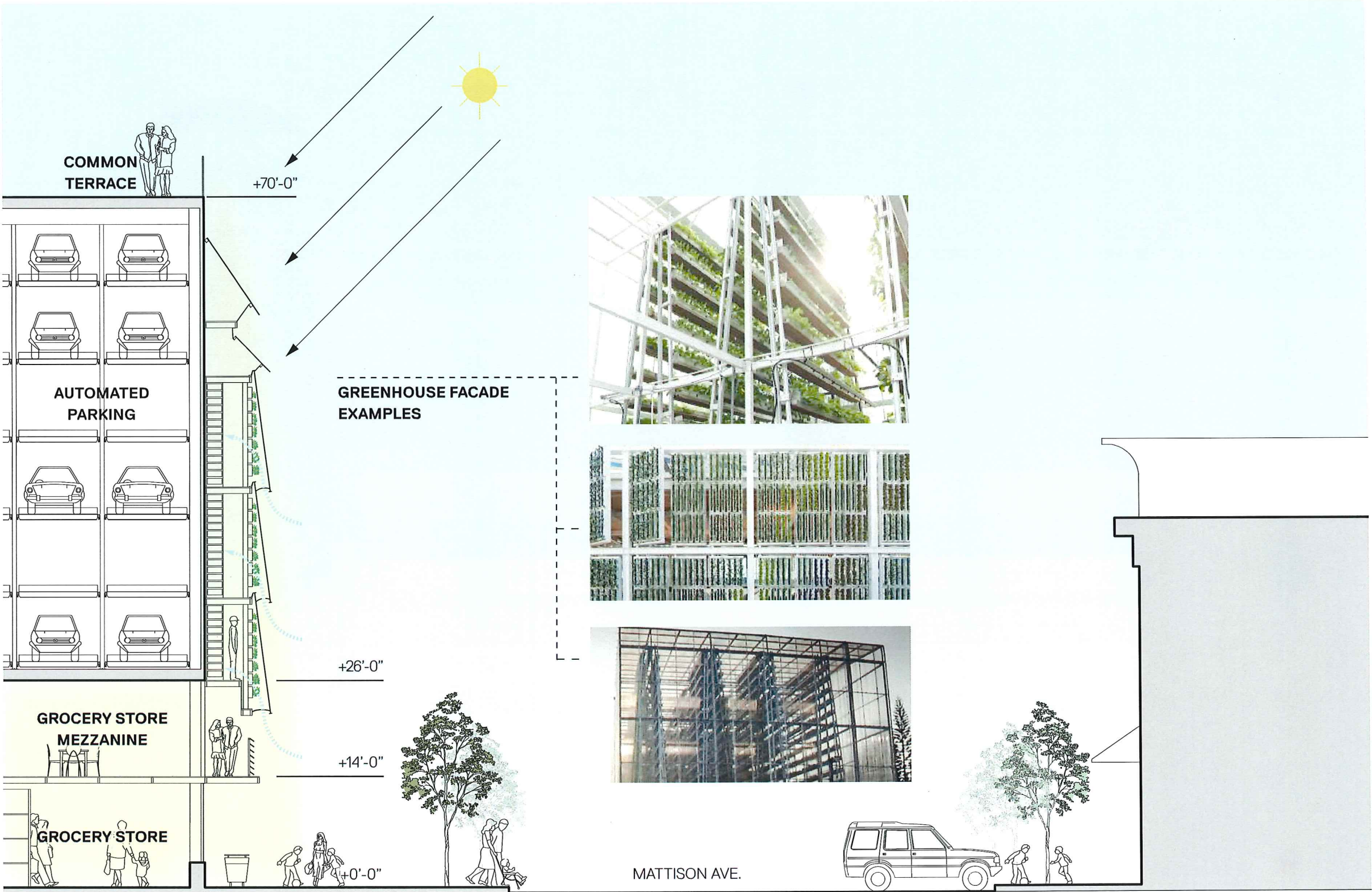


North and South Residential Facade

Garrison—Architects
SACKMAN
ENTERPRISES INC.

605 Mattison Ave
Asbury Park, NJ 07712

Concept Renderings



Street Level Facade Section



Mattison Avenue North Sidewalk



Mattison Avenue South Sidewalk



Mattison Avenue and Cookman Avenue Intersection

Garrison—Architects
SACKMAN
ENTERPRISES INC.

605 Mattison Ave
Asbury Park, NJ 07712

Concept Renderings



South Elevation

Garrison—Architects
SACKMAN
ENTERPRISES INC.

605 Mattison Ave
Asbury Park, NJ 07712

Concept Renderings



North Elevation



West Elevation



East Elevation

Garrison—Architects
SACKMAN
ENTERPRISES INC.

605 Mattison Ave
Asbury Park, NJ 07712

Concept Renderings



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

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

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

City Clerk Cindy Dye announced the following: "As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual notice was forwarded to the Asbury Park Press, The Coaster and Star Ledger on January 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk."

PRESENTATION BY THE ASBURY PARK HOUSING AUTHORITY

The Asbury Park Housing Authority presented new iPads to the Police Department to use for surveillance of their properties.

MATTERS FROM CITY COUNCIL

Council Member Chapman wished everyone Happy Holidays and thanked the residents for their support this past year.

Council Member Clayton and Council Member Kendle wished everyone Happy Holidays.

Deputy Mayor Quinn thanked the police department and the bar owners for their cooperation this past weekend during Santacon.

Mayor Moor wished everyone Happy Holidays.

MATTERS FROM CITY MANAGER

City Manager Capabianco discussed the snow plan for 2016-2017 winter season.

MATTERS FROM CITY ATTORNEY

City Attorney Raffetto wished everyone Happy New Year.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Council Member Clayton to open the meeting to the public. All were in favor.

The following members spoke during the public portion of the meeting: Danny McKee, Robert Weiner, Jerry Scarano, Keith Zyla and Rita Marano.

Motion made by Council Member Kendle and seconded by Council Member Clayton to close the meeting to the public. All were in favor.

MINUTES

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

1. Municipal Council - Regular Meeting - Nov 22, 2016 7:00 PM **Accepted**
2. Executive Session Minutes of November 22, 2016

CONSENT AGENDA RESOLUTIONS

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

2016-458 Special Event Applications

2016-459 Setting the Organizational Meeting Date for 2017

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

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

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

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

2016-464 Accepting Donation from the Asbury Park Housing Authority

2016-465 Disposition of Surplus Property

INDIVIDUAL RESOLUTIONS

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

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

2016-467 Payment of Bills

Council Member Chapman abstains from PO 16-01067.

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

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

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

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

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

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

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

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

Minutes Acceptance: Minutes of Dec 14, 2016 7:00 PM (Minutes)

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

2016-472 Resolution to renew a contract with the State of New Jersey for the Bangs Avenue Garage

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

2016-473 Authorizing T&M Associates to prepare a NJDOT grant application

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

2016-474 A Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Community-Wide Petroleum Assessment Grant Services

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

2016-475 Amendment to the Developer Designation and Redeveloper's agreement for Michael's Development Company for parcels located with the Springwood Avenue Redevelopment Area.

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

2016-476 Resolution of the Mayor and City Council of the City of Asbury Park Authorizing an Extension of the Option Agreement to Enter Into Ground Lease with Springwood Avenue Associates, LP

Motion made by Mayor Moor and seconded by Council Member Kendle to revise the language to change the time period of the extension from one (1) year to six (6) months. All were in favor

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

ORDINANCES

Introduction

2016-53 An Ordinance Amending Chapter XIII “Property Improvement and Neighborhood Preservation – Property Maintenance Code”

Public hearing for this Ordinance is scheduled for December 28, 2016.

City Manager Capabianco discussed amendments to the ordinance as introduced

Motion made by Mayor Moor and seconded by Council Member Clayton to amend the ordinance as described by City Manager Capabianco. Yes: Council Member Clayton, Council Member Kendle, Deputy Mayor Quinn and Mayor Moor. Abstain: Council Member Chapman.

RESULT:	INTRODUCED [4 TO 0]
	Next: 12/28/2016 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSTAIN:	Eileen Chapman

2016-54 An Ordinance Amending And Supplementing Chapter XXX “Land Development Regulations”, Chapter 30-21 “Planning Board”, Subsection 30-21.1 “Establishment and Membership”

Public hearing for this Ordinance is scheduled for December 28, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-55 Amending and Supplementing Subsection 4-10.4, Entitled “Fees,” of Section 4-10, “Permits for Special Events,” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey.”

Public hearing for this Ordinance is scheduled for December 28, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-56 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Public hearing for this Ordinance is scheduled for December 28, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-57 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Public hearing for this Ordinance is scheduled for December 28, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

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

Motion made by Council Member Kendle and seconded by Council Member Chapman to open the Ordinance to the public. All were in favor.

Rita Marano requested an explanation of the ordinance.

Motion made by Council Member Clayton and seconded by Council Member Chapman to close the Ordinance to the public. All were in favor.

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

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

This Ordinance must be tabled to December 28, 2016 due to publication notice error.

RESULT:	TABLED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

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

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

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

2016-52 Vacating and Dedicating Boston Way Right Of Way

This Ordinance must be tabled to December 28, 2016 due to publication notice error.

RESULT:	TABLED [UNANIMOUS]
	Next: 12/28/2016 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:55 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Dec 14, 2016 7:00 PM (Minutes)

**RESOLUTION NO. 2016-477**

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

**RESOLUTION AUTHORIZING THE PAYMENT OF PAYROLL IN THE AMOUNT OF
\$955,506.98**

WHEREAS, the December 15, 2016 payroll in the amount of \$955,506.98, has been approved by the Chief Financial Officer and has subsequently been audited and found correct.

BE IT RESOLVED, that the payroll payable totaling \$955,506.98 is hereby authorized to be paid.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-477 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2016-478

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

**AUTHORIZING COMPENSATION PAYMENT TO CLINT DAVIS UPON HIS
SEPARATION OF EMPLOYMENT**

WHEREAS, Clint Davis and the City of Asbury Park have agreed on a separation and release agreement effective December 12, 2016; and

WHEREAS, Clint Davis has accumulated earned time that he is entitled to be compensated for as follows:

15 ½ Vacation Days	\$ 3,075.20
79 1/2 Comp Hours	\$ 1,577.28
	=====
	\$ 4,652.48

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, County of Monmouth, State of New Jersey, that they hereby approve the payment of \$4,652.48 to Clint Davis upon his separation of employment effective December 12, 2016 for the above accumulated earned time to be paid on January 15, 2017.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-478 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2016-479

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

PUBLIC HEALTH NURSING SERVICES JANUARY 1, 2017 – DECEMBER 31, 2017

WHEREAS, The Visiting Nurse Association of Central Jersey, 176 Riverside, Red Bank, N.J. 07701 has provided community nursing services for the City's Department of Social Services since 1996; and

WHEREAS, community nursing services is required by the contract between the City of Asbury Park and the New Jersey Department of Human Services, Division of Mental Health Services; and

WHEREAS, funding for such services is provided through the grant contract between the City of Asbury Park and the State Department of Human Services, Division of Mental Health Services; and

WHEREAS, The Visiting Nurse Association of Central Jersey has agreed to continue to provide professional community nursing services throughout the year of 2017 at the cost of \$46,000 (no increase from 2014); and

WHEREAS, said contract is contingent upon the approval of the State Fiscal Monitor as mandated by our Memorandum of Agreement with the State of New Jersey, Division of Local Government Finances.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the City Manager is hereby authorized to enter into a contractual agreement with the Visiting Nurse Association of Central Jersey for the provision of professional nursing services for the calendar year 2017 at a cost not to exceed \$46,000.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-479 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY

AND

THE CITY OF ASBURY PARK

This letter of agreement is made as of the first day of January, 2017 by and between The Visiting Nurse Association of Central Jersey (VNACJ), and the City of Asbury Park, Department of Social Services, for the provision of nursing services to any resident of Asbury Park who may be considered to be psychiatrically or medically "at risk" and in need of services, particularly, the seriously and chronically mentally ill.

Responsibility of the VNACJ

1. Provide a Community Health Nurse (CHN) to the City of Asbury Park, Department of Social Services for fifteen hours (15 hours) of nursing services per week.
2. The VNACJ Manager of Public Health will provide clinical supervision to the CHN.
3. The CHN will provide: a) community outreach, b) evaluation, assessment, referral and short term follow-up of individuals and families, c) appropriate referral and service linkages within the community for health intervention, d) liaison with the County Departments of Health and Human Services and the correction system, e) collaboration with police, code enforcement, fire and EMS personnel.
4. Assure accessible cultural and linguistic information and services as appropriate.
5. Meet with the City's Director of Social Services and Social Worker to coordinate Service plans.
6. Provide data to assure required project reporting.
7. Assure that the CHN is licensed as a Registered Nurse in the State of New Jersey.

Page 2 – Letter of Agreement

8. Provide adequate liability insurance, naming The City of Asbury Park and the State of New Jersey, Department of Human Services, Division of Mental Health Services, and their employees and agents as additionally insured.
9. Maintain individual client documentation as required by the City of Asbury Park, Department of Social Services, in compliance with the contract-funding source.
10. Assist in compiling required project information in compliance with the contract funding source.
11. Participate in program audits as required.

Responsibility of the City of Asbury Park

1. Be responsible for case management, counseling and administration of the project.
2. Meet with the CHN on a regular basis to assure program coordination.
3. Assure confidentiality of patient files, in compliance with HIPAA; files are to be stored in the computerized record system of the Asbury Park Department of Social Services.
4. Submit necessary reports in compliance with the contract funding source.
5. Provide reimbursement to VNACJ in the amount of \$46,000, payable in monthly increments of \$3,833.34.

This agreement shall be in effect from January 1, 2017 through December 31, 2017.

Michael N. Capabianco
City Manager

Date

Colleen Nelson, BSN, RN
Vice President of Clinical Operations for the
Children & Family Health Institute

Date

12/8/16

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made as of the 1st day of January 2017 by and between Visiting Nurse Association Health Group (“VNAHG”), Inc. and City of Asbury Park (“Business Associate”). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of VNAHG (“Protected Health Information”), will be handled between Business Associate and VNAHG and with third parties during the term of their Agreement and after its termination.

RECITALS

WHEREAS, VNAHG and Business Associate are parties to an agreement dated January 1, 2017 for the provision of services (the “Agreement”); and

WHEREAS, both VNAHG and Business Associate are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

NOW, THEREFORE, the Parties mutually agree as follows:

- A. **Permitted Uses and Disclosures of Protected Health Information.** Pursuant to the terms of the Services Agreement, Business Associate provides services for VNAHG that may involve the use and disclosure of Protected Health Information. Except as otherwise limited in this Agreement, Business Associate may:
 1. use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, VNAHG as specified in the Services Agreement provided that such use or disclosure would not violate the Privacy Rule if done by VNAHG.
 2. use the Protected Health Information in his possession for his proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are required or permitted under state and federal laws, and provided that such Protected Health Information will be held confidentially and used only as required by law or for the purpose for which it was disclosed;
 3. use Protected Health Information to provide Data Aggregation services to VNAHG as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- B. **Responsibilities of Business Associate.** Unless otherwise limited herein, Business Associate shall:
 1. use or disclose information no further than is permitted or required by this Agreement or required by law, and use appropriate safeguards to prevent use or disclosure of information other than as provided by this Agreement;

2. report to VNAHG any use or disclosure of the information other than as permitted or required by this Agreement or required by law;
 3. make available protected health information in accordance with 45 C.F.R. § 164.524;
 4. make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 C.F.R. 164.526, and make information available to provide an accounting of disclosures pursuant to 45 C.F.R. 164.528;
 5. ensure that any agents or subcontractors of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to Protected Health Information;
 6. make his internal practices, books and records available to the Secretary of Health and Human Services for purposes of determining VNAHG's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges, and provide access to Protected Health Information in a Designated Record Set, to VNAHG or, as directed by VNAHG, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524;
 7. upon prior written request, time and manner designated by VNAHG, make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to VNAHG for purposes of enabling VNAHG to determine the Company's compliance with the terms of this Agreement.
- C. **Responsibilities of VNAHG** With regard to the use and/or disclosure of Protected Health Information by the company, VNAHG hereby agrees:
1. to inform Business Associate of any changes in the form of notice of privacy practices (the "Notice") that VNAHG provides to individuals pursuant to 45 C.F.R. § 164.520, and provide Business Associate a copy of the Notice currently in use.
 2. to inform Business Associate of any changes in, or withdrawal of, the consent or authorization provided to VNAHG by individuals pursuant to 45 C.F.R. § 164.506 or § 164.508.
 3. to notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of VNAHG under 45 C.F.R. §§ 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by VNAHG.

D. Term and Termination

1. Responsibilities of Business Associate Upon the Termination of the Services Agreement:
 - a. Upon the termination of the Services Agreement, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents.
 - b. If it is not feasible for Business Associate to return or destroy said Protected Health Information upon the termination of the Services Agreement, Business Associate will notify VNAHG in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
 - c. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent upon the termination of the Services Agreement, Business Associate will provide a written explanation to VNAHG and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
2. **Term.** The Term of this Agreement shall be effective as of the date hereof. This Agreement shall terminate (1) when all of the Protected Health Information provided by VNAHG to Business Associate, or created or received by Business Associate on behalf of VNAHG, is destroyed or returned to VNAHG, or (2) if it is infeasible to return or destroy Protected health Information, protections are extended to such information, in accordance with Section D(1) of this Agreement.
3. **Termination of Services Agreement for Cause.** The following termination provisions shall apply in addition to the termination provisions specified in the Services Agreement:

- a. Upon VNAHG's knowledge of a material breach of this Agreement by Business Associate, VNAHG shall, upon written notice to Business Associate, provide Business Associate thirty (30) days to cure the breach. If such breach is not cured within said thirty (30) days, VNAHG may thereafter terminate (i) this Agreement and (ii) the Agreement.
- b. If neither termination nor cure are feasible, VNAHG shall report the violation to the Secretary.

E. Indemnification

1. The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulation, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The Parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.

F. Definitions and References

1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
2. Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. §§ 160 and Part 164, subparts A and E.
3. Protected Health Information. Protected Health Information shall have the same meaning as the term protected health information in 45 C.F.R. § 164.501 limited to the information created or received by Company from or on behalf of VNAHG. As defined in 45 C.F.R. § 164.501 Protected Health Information means "individually identifiable health information," including electronic records, paper records and oral communications. Individually Identifiable Information includes information, including demographic information, collected from an individual and: (1) is created or received by a health care provider, health plan, employer or health care clearing house; and (2) relates to the past, present, or future payment for the provision of health care to and individual; and either identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

4. Secretary. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
5. Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

City of Asbury Park

Visiting Nurse Association Health Group, Inc.

(Print)

Colleen Nelson, BSN, RN

By: _____

By: Colleen Nelson

Title: _____

Title: Vice President of Clinical Operations for
The Children and Family Health Institute

Date: _____

Date: 12/8/16

P.L. 1975, c. 127
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
(N.J.A.C. 17:27-3.4)

During the performance of this contract, the contractor agrees as follows:

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, N.J.S.A. 10:5-31, et seq. as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1, et seq.

To: Visiting Nurse Association Health Group, Inc.

I certify that the above information is correct to the best of my knowledge.

Name of Contractor: City of Asbury Park

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Client#: 354746

VISITNURSE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/02/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Conner Strong & Buckelew Two Liberty Place 50 S. 16th Street, Suite 3600 Philadelphia, PA 19102		CONTACT NAME: PHONE (A/C, No, Ext): 877-861-3220 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insuranc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		FAX (A/C, No): 856-795-9783 NAIC # 18058
INSURED Visiting Nurse Association Health Group, Inc. 176 Riverside Avenue Red Bank, NJ 07701				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			PHPK1583094	12/01/2016	12/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			PHPK1583094	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE			PHUB565115	12/01/2016	12/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 PROD/CO \$5,000,000 PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ C.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PHPK1583094	12/01/2016	12/01/2017	\$1,000,000 Occurrence \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\$5M xs \$5M Excess Liability Policy

Carrier: Homeland Insurance Company of New York

Policy Number: MFX0022261216

Effective Date: 12/1/2016

Expiration Date: 12/1/2017

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. Michael Thompson

ACORD 25 (2014/01) 1 of 2
 #S1627140/M1626944

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DESCRIPTIONS (Continued from Page 1)

\$10M xs \$10M Excess Liability Policy
Carrier: Capitol Specialty Insurance Corporation
Policy Number: MM2016260201
Effective Date: 12/1/2016
Expiration Date: 12/1/2017

RE: Community Health Nursing

The City of Asbury Park and the State of New Jersey, Department of Human Services, its employees and agents, are included as Additional Insured on the above-referenced Commercial General Liability policy if and to the extent required by written contract.

Attachment: VNA 2017 Cert of Insurance MH Grant (2016-479 : Public Health Nursing Services 2017)



RESOLUTION NO. 2016-480

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

AWARD OF CONTRACT FOR REGIONAL CONTRIBUTION AGREEMENT PROJECT (825 DUNLEWY STREET)

WHEREAS, request for estimates for Regional Contribution Agreement (“RCA”) project located at 825 Dunlewy Street. were received by the City Clerk on November 21, 2016; and

WHEREAS, the results of those estimates are as follows:

CONTRACTOR	ESTIMATE
Wildman Home Improvement	\$29,800
Anpe Corp.	\$31,800
Staff Estimate	\$29,750

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park as follows:

1. The contract for the RCA project located at 825 Dunlewy Street be awarded to Wildman Home Improvement, for an amount not to exceed \$29,800, in accordance with the selection of the property owner, Mayr Jones, subject of Certification of Funds from the Finance Officer.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-480 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



City of Asbury Park

MUNICIPAL BUILDING ONE MUNICIPAL PLAZA
 ASBURY PARK, NEW JERSEY 07712-7000
 TEL: (732) 775-2100
 FAX: (732) 502-5738

City Council
 John Moor, Mayor
 Amy Quinn, Deputy Mayor
 Yvonne Clayton
 Jesse Kendle
 Eileen Chapman

Michael Capabianco, City Manager

Department of Community Development

MEMO

TO: Cindy Dye, City Clerk
 FROM: Carrie Jeannot
 RE: Review / Award of RCA Funding
 DATE: December 20, 2016

This notice serves to announce the results and selection by the homeowner and make publicly known the awarding of RCA funding.

The following estimate was received for the RCA Project located at 825 Dunlewy Street –Mary Jones – Owner Occupied – Single Family

Contractor	Estimate
Wildman Home Improvement	\$29,800
Anpe Corp.	\$31,800
Staff Estimate	\$29,750

The owner has selected Wildman Home Improvement at a cost of \$29,800.

cj

Attachment.

Attachment: RCA.825 Dunlewy (2016-480 : RCA - 825 Dunlewy Street)

CITY OF ASBURY PARK
HOUSING REHABILITATION PROGRAM
BID RESULTS FORM

OWNER: Mary Jones DUE DATE: 11/21/2016
 ADDRESS: 825 Dunlewy Street DATE OPENED: _____
Asbury Park, NJ 07712 STAFF ESTIMATE: \$29,750

RANGE \$34,212 - \$25,287

PROGRAM BIDS ARE FOR: Regional Contribution Agreement

THE FOLLOWING ARE THE BID RESULTS FOR THE ABOVE PROPERTY:

CONTRACTOR	BID AMOUNT
1. <u>Wildman Home Imp</u>	<u>\$29,800</u>
2. <u>Anpe Corp</u>	<u>\$31,800</u>
3.	
4.	
5.	
6.	
7.	
8.	

Reasonableness of cost criteria: HAS HAS NOT been met by one or more bidders.

OWNER SELECTION AND ACKNOWLEDGMENT

Based on the above Bid Results, I hereby acknowledge my selection of:

WILDMAN Home Imp. at a cost of: 29,800
 for the work on my property at the above address. I understand that I may select any bidder listed, but that if my choice is other than the lowest bidder, I will provide the difference in cost between the lowest bid and that selected.

I further acknowledge that if the selected bid amount exceeds the amount of funding available through the City's designated program for which I am eligible, I am responsible for paying any costs which exceed that eligible amount.

If low bidder is not selected, give reason:

OWNER: Mary Jones DATE Dec. 5th - 16
Mary Jones

OWNER: _____ DATE _____

NOTE: _____

Attachment: RCA:825 Dunlewy (2016-480 : RCA - 825 Dunlewy Street)



RESOLUTION NO. 2016-481

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

RESOLUTION TO CREDIT SEWER ACCOUNT 1505-2 1608 SEWALL AVE

WHEREAS: The Tax Collector was notified by Lottie M. Carpenter, Tenant of 1608 Sewall Avenue, Block 1505 Lot 2 that a discrepancy exists between the billing from New Jersey American Water Company and the City of Asbury Park for water and sewer consumption, account 10265252-0; and

WHEREAS, it was made certain that New Jersey American Water Company provided a credit for 77,750 gallons due to a leak, and the City of Asbury Park uploaded and billed for said 77,750 gallons at a rate of \$323.70 for 2016 4th quarter, covering the period from June to August 2016; and

WHEREAS, it has been determined by the City of Asbury Park Sewer Department that the reading from New Jersey American Water Company for 77,750 gallons at a rate of \$323.70 for 2016 4th quarter will be credited to the account; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10265252-0 for the 2016 4th QTR sewer billing in the amount of \$323.70 for 77,750 gallons.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-481 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK

12/19/2016

Lottie M. Carpenter
1608 Sewall Ave
Asbury Park, NJ 07712-6310

For Service To:

Account Number: 1018-210027410652

Service Address: 1608 Sewall Ave
Asbury Park, NJ 07712-6310

Dear Lottie M. Carpenter,

It is important to us, as we know it is to you, that your concerns with a higher than expected water bill be reviewed as quickly as possible. When you contacted us we reviewed your situation immediately by issuing a service order to verify the meter reading was correct.

On September 6, 2016 an adjustment in the amount of \$518.26 was applied to the account. This adjustment resulted in a credit of 77,750 gallons of usage.

If you would like to discuss a possible payment arrangement for your account or have other questions, please contact our customer service center. Please call when it is convenient for you. Our representatives are available from 7 a.m. to 7 p.m., Monday through Friday for your assistance.

Sincerely,

American Water Customer Service

Attachment: 1505-2 1608 Sewall Ave 78K gals Credit 12-19-16 (2016-481 : Resolution to Credit Sewer Account 1505-2 1608 Sewall Ave)



RESOLUTION NO. 2016-482

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$638,393.12

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

TOTAL VOUCHERS	\$ 638,393.12
----------------	---------------

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-482 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK

December 21, 2016
03:56 PM

CITY OF ASBURY PARK
Bill List By Budget Account

Page No: 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 5-First to 6-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
5-01-25-265-000-222	FIRE DEPT. Training					
STEVE T	STEPHEN J. VETRANO	16-04130	2015 SVCS MEDICAL DIRECTOR	2,000.00	0.00	
	Extd Total: FIRE DEPARTMENT			2,000.00		
	Department Total: FIRE DEPARTMENT			2,000.00		
	CAFR Total:			2,000.00		
	Fund Total: CURRENT			2,000.00		
	Year Total:			2,000.00		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
6-01-20-100-000-202	ADMINISTRATION Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	16-03876	Business cards City Manager	38.00	0.00	
6-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-04064	#16024:PMT. 13 OF 60 (NOV.)	415.22	0.00	
	Extd Total: ADMINISTRATION			453.22		
	Department Total: ADMINISTRATION			453.22		
Department: MAYOR & COUNCIL						
Extd: MAYOR & COUNCIL						
6-01-20-110-000-299	MAYOR & COUNCIL Misc.					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES MA	16-03961	registration for conference	150.00	0.00	
	Extd Total: MAYOR & COUNCIL			150.00		
	Department Total: MAYOR & COUNCIL			150.00		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
6-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
MACPRIN	MACLEARIE PRINTING, LLC	16-04013	#00040765:2017 DOG POST CARDS	123.00	0.00	
6-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER	16-04079	INV# 47234 LEGAL ADS	19.88	0.00	
THECOA	THE NEW COASTER	16-04080	INV#47129 LEGAL ADS	77.11	0.00	
ASBPAK	ASBURY PARK PRESS	16-04085	INV#1659976 LEGAL ADS	77.00	0.00	
ASBPAK	ASBURY PARK PRESS	16-04086	INV#1659990 LEGAL ADS	75.50	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-20-120-000-217 THECOA THE NEW COASTER	MUNICIPAL CLERK Ads&Promotion 16-04087 INVOICE#47358	Continued LEGAL AD		<u>12.71</u> 262.20	0.00	
	Extd Total: MUNICIPAL CLERK			385.20		
	Department Total: MUNICIPAL CLERK			385.20		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
6-01-20-130-000-201 WATSPR WATCHUNG SPRING WATER CO.,INC. MUNCAP MUNICIPAL CAPITAL CORPORATION	FINANCE General Plant 16-04045 0161251,0171935:DEL. FEE, 16-04064 #16024:PMT. 13 OF 60 (NOV.)			<u>106.91</u> <u>215.55</u> 322.46	0.00 0.00	
6-01-20-130-000-202 MGLFOR MGL PRINTING SOLUTIONS, LLC	FINANCE Office Supplies 16-03914 QUOTE #11913:1099 FORMS			100.35	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			422.81		
	Department Total: FINANCIAL ADMINISTRATION			422.81		
Department: COMPUTERIZED DATA PROCESSING						
Extd: COMPUTERIZED DATA PROCESSING						
6-01-20-140-000-218 MONINT MONMOUTH INTERNET CORPORATION	COMPUTERIZED DATA PROC. Contract Service 16-03991 #5546 Network Failure Repair			1,128.50	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			1,128.50		
	Department Total: COMPUTERIZED DATA PROCESSING			1,128.50		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
6-01-20-145-000-202 MGLFOR MGL PRINTING SOLUTIONS, LLC CLAPRE CLAYTON PRESS	TAX REV ADMIN Office Supplies 16-03914 QUOTE #11913:1099 FORMS 16-04072 envelopes #10 reg& window			<u>140.55</u> <u>650.00</u> 790.55	0.00 0.00	
6-01-20-145-000-209 MGLFOR MGL PRINTING SOLUTIONS, LLC ROKIND R.O.K. INDUSTRIES, INC.	TAX REV ADMIN Fees 16-03897 OFFICE FORMS MGL#11463 /#A024 16-04109 2016 Elec. Tax Sale 932 Items			<u>3,988.00</u> <u>13,980.00</u> 17,968.00	0.00 0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			18,758.55		
	Department Total: TAX REVENUE ADMINISTRATION			18,758.55		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
6-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
ONSITE	ON-SITE COMPUTER SERVICE	16-03814	#261024846:MS PUBLISHER 2010	149.99	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			149.99		
	Department Total: DIRECTOR OF COMMUNICATIONS			149.99		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
6-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL	MARAZITI FALCON, LLP	16-04110	#33903:July Legal Services	2,790.00	0.00	
LAWOFFS	LAW OFFICE OF STEVEN S.	16-04120	Services for November 2016	6,000.00	0.00	
				8,790.00		
	Extd Total: LEGAL SERVICES			8,790.00		
	Department Total: LEGAL SERVICES			8,790.00		
Department: CABLE TV ADVISORY COMMITTEE						
Extd: CABLE TV ADVISORY COMMITTEE						
6-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
DANBAU	DANIEL BAUM	16-03711	#06012024:WEBSITE DESIGN	668.99	0.00	
THECOA	THE NEW COASTER	16-03712	#47010:ADS PUBLISHED	400.00	0.00	
HANWAL	HANNAH WALKER	16-04180	website renewal 202014978020	190.81	0.00	
				1,259.80		
	Extd Total: CABLE TV ADVISORY COMMITTEE			1,259.80		
	Department Total: CABLE TV ADVISORY COMMITTEE			1,259.80		
	CAFR Total:			31,498.07		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
6-01-21-180-000-201	PLANNING BOARD General Plant					
CRAPRI	CRAFTMASTER PRINTING, INC.	16-03903	Mike Manzella business cards	44.00	0.00	
ONSITE	ON-SITE COMPUTER SERVICE	16-03971	#261124927:MS Office Install	349.99	0.00	
ASBPAK	ASBURY PARK PRESS	16-04050	#1504327 ZB general	117.25	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	16-04069	0158617,0161252,0199969:DEL.	54.20	0.00	
				565.44		
	Extd Total: PLANNING BOARD			565.44		
	Department Total: PLANNING BOARD			565.44		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
6-01-21-185-000-209	ZONING BOARD Fees					
ASBPAK	ASBURY PARK PRESS	16-04050	#1504327 ZB general	121.75	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-21-185-000-209	ZONING BOARD Fees		Continued			
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-04064	#16024:PMT. 13 OF 60 (NOV.)	<u>200.97</u>	0.00	
				322.72		
	Extd Total: ZONING BOARD OF ADJUSTMENT			322.72		
	Department Total: ZONING BOARD OF ADJUSTMENT			322.72		
	CAFR Total:			888.16		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
6-01-22-195-000-299	CODE ENFORCE Misc.					
CRAPRI	CRAFTMASTER PRINTING, INC.	16-03842	100 C.O. Certificates	129.00	0.00	
ROBMCK	ROBERT M.MCKEON PC,ESQ.	16-04138	Hotel payment for NJLM	<u>155.48</u>	0.00	
				284.48		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			284.48		
	Department Total: CODE ENFORCEMENT AND ADMIN.			284.48		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
6-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
WBMASON	W.B.MASON CO., INC.	16-03657	white Out Tape	1,052.72	0.00	
STELOS	STEPHEN LOSACCO	16-03968	Parking Floodplain Conference	30.00	0.00	
GRAING	GRAINGER	16-04009	QUOTE #2030059701:	1,157.70	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-04064	#16024:PMT. 13 OF 60 (NOV.)	<u>189.66</u>	0.00	
				2,430.08		
	Extd Total: CONSTRUCTION CODE OFFICIAL			2,430.08		
	Department Total: CONSTRUCTION CODE OFFICIAL			2,430.08		
	CAFR Total:			2,714.56		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
6-01-25-240-000-201	POLICE General Plant					
THEHAR	THE HARDWARE STORE	16-02236	Blanket Genersl Hardware	34.99	0.00	B
STATOX	STATE TOXICOLOGY LABORATORY	16-03820	(5) Analysis	225.00	0.00	
STASUP	STANDARD SUPPLY CO. INC.	16-03824	Supplies for Police Storage	2,184.75	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-04064	#16024:PMT. 13 OF 60 (NOV.)	298.39	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	16-04089	0161250,0208273:water &	147.81	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	16-04095	M57239 Installation of 6 racks	<u>900.00</u>	0.00	
				3,790.94		
6-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO.	16-03084	Blanket Repairs/Maintenance	444.35	0.00	B
ASBCIR	ASBURY CIRCLE CAR WASH	16-03831	#493:November Car Wash	166.75	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03990	Blanket for Car Repairs	1,172.65	0.00	B
MONGLA	MONMOUTH GLASS CO. INC.	16-03993	#00008426 Installed Back Glass	480.00	0.00	
TOWNEP	TOWNSHIP OF NEPTUNE	16-03997	Fleet Maintenance October 2016	470.78	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-25-240-000-203	POLICE Motor Vehicle		Continued			
MAAAUT MAACO AUTO PAINTING		16-04097	#42044 Refinish Exterior	800.00	0.00	
				3,534.53		
6-01-25-240-000-216	POLICE Supplies-Compu.					
BALARM B ALARMED, INC.		16-04090	#P16437 Service Call 11/14/16	150.00	0.00	
6-01-25-240-000-218	POLICE Contract.Serv.					
MUNCAP MUNICIPAL CAPITAL CORPORATION		16-04088	#3466011216 # 9384- 9386	432.97	0.00	
6-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA KJK RESTAURANTS, LLC		16-03763	Prisoner Meals November 2016	66.37	0.00	
	Extd Total: POLICE DEPARTMENT			7,974.81		
	Department Total: POLICE DEPARTMENT			7,974.81		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
6-01-25-265-000-201	FIRE DEPT. General Plant					
MONARCH MONARCH ELECTRIC COMPANY		16-00619	Blanket PO - electrical suppl	31.18	0.00	B
THEHAR THE HARDWARE STORE		16-03073	Supplies not to exceed	19.99	0.00	B
GRAING GRAINGER		16-03618	Tube for Hydraulic Generator	42.18	0.00	
GRAING GRAINGER		16-03753	Fit testing kit	365.80	0.00	
ALLHAN ALL HANDS FIRE EQUIPMENT, LLC		16-03774	Bail Out Escape Training	285.00	0.00	
COUCLE COUNTRY CLEAN		16-03881	Inv 411737, 411288 clean suppl	492.30	0.00	
WMRHOG WM. R. HOGG CO. INC.		16-03983	Inv 236551 Emer Call	108.00	0.00	
GRAING GRAINGER		16-04071	Tight Seals	26.26	0.00	
AIRUSA AIRGAS USA, LLC		16-04073	Inv 9939988048 Med O2	714.67	0.00	
				2,085.38		
6-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FIRSER FIRE & SAFETY SERVICES		16-03371	Blanket PO for front end work	940.43	0.00	B
COUNTYM COUNTY OF MONMOUTH		16-03913	Inv APFD 10-6-09 MV Repair	263.95	0.00	
BORDEA Borough of Deal		16-03985	Shared Svc Inv #0091922 Allied	139.66	0.00	
				1,344.04		
6-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP MUNICIPAL CAPITAL CORPORATION		16-04064	#16024:PMT. 13 OF 60 (NOV.)	83.31	0.00	
6-01-25-265-000-222	FIRE DEPT. Training					
STEVET STEPHEN J. VETRANO		16-04130	2015 SVCS MEDICAL DIRECTOR	2,000.00	0.00	
6-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP V.E. RALPH & SON, INC.		16-03851	329510,329584,330028:SUPPLIES	2,116.84	0.00	
VERALP V.E. RALPH & SON, INC.		16-03880	Stretcher webbing	830.00	0.00	
				2,946.84		
	Extd Total: FIRE DEPARTMENT			8,459.57		
	Department Total: FIRE DEPARTMENT			8,459.57		
	CAFR Total:			16,434.38		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
6-01-26-290-000-201	STREETS & ROAD	General Plant				
THEHAR	THE HARDWARE STORE	16-03302	Various Supplies, Tools, etc	1,180.97	0.00	B
FASIND	FASTENAL INDUSTRIAL	16-03745	Shovels, etc	1,450.83	0.00	
STAVOLA	STAVOLA COMPANIES	16-04058	#68572 Hot Mixed Asphalt 11/23	138.27	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-04064	#16024:PMT. 13 OF 60 (NOV.)	211.19	0.00	
				2,981.26		
6-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
THEHAR	THE HARDWARE STORE	16-02826	Various Supplies/Parts, etc	112.66	0.00	B
MONGLA	MONMOUTH GLASS CO. INC.	16-03541	Windshield for Ford F550	280.00	0.00	
EPPTOO	EPPI'S TOOL & EQUIPMENT	16-03937	Spring Compressor, etc	328.98	0.00	
NEWBRU	NEWARK BRUSH COMPANY, LLC	16-04003	Part# 540100 Pelican TubeBroom	1,082.00	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	16-04007	Part# R76001 FI Control Md1	96.97	0.00	
RHSPRI	R&H SPRING & TRUCK REPAIR, INC.	16-04027	#54281 Labor, Parts & Material	683.00	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	16-04051	#859153 Ace & Oxy Cylinders	70.75	0.00	
THEHAR	THE HARDWARE STORE	16-04118	#1121856 Various Nipples 12/5	63.92	0.00	
				2,718.28		
6-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
MORSAL	MORTON SALT, INC.	16-03925	#5401173685 Bulk Rock Salt	2,377.08	0.00	
CABLE	CABLEVISION OF NYC	16-03939	Optimum Online, etc 11/8-12/7	144.25	0.00	
EASCOAIR	EAST COAST IRRIGATION	16-03998	#20805 Labor and Material	250.00	0.00	
WATEAS	WATERLOGIC EAST LLC	16-04006	#CNIN023018E Infiniti Rental	36.35	0.00	
				2,807.68		
Extd Total: STREETS & ROADS MAINTENANCE				8,507.22		
Department Total: STREETS & ROADS MAINTENANCE				8,507.22		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
6-01-26-305-000-209	SOLID WASTE	Fees				
OHAG	GLENN O'HAGAN-APPELATE	16-04004	#Ap11182016 Vac & Raw Leaves	1,879.40	0.00	
MONWIR	MONMOUTH WIRE & COMPUTER	16-04028	#13394 Disposal of Electronics	500.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-04054	#102375 Monthly Service	36,333.33	0.00	
OHAG	GLENN O'HAGAN-APPELATE	16-04057	#AP11232016 Vac & Raw Leaves	1,903.20	0.00	
MICBEN	MICKEY BENOIT	16-04060	#46932, #46945 & #46986 Brush	750.60	0.00	
TRECY	TREASURER CTY OF MONMOUTH	16-04061	#38625 Reclamation Center	1,350.37	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-04063	#102986 Construction Debris	2,378.84	0.00	
OHAG	GLENN O'HAGAN-APPELATE	16-04104	#AP1222016 Vac & Raw Leaves	2,492.20	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-04150	#103275 Bulky Waste Mazza	1,806.34	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-04203	#103362 Construction Debris	1,539.59	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-04232	#103510 Tipping Fees 12/1-15	26,186.69	0.00	
				77,120.56		
Extd Total: SOLID WASTE COLLECTION				77,120.56		
Department Total: SOLID WASTE COLLECTION				77,120.56		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
6-01-26-310-000-201	BUILDING & GND General Plant					
STASUP	STANDARD SUPPLY CO. INC.	16-01067	Lumber, Supplies, Parts, etc	283.55	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	16-02637	Various Supplies, Tools, etc	170.83	0.00	B
BELPLU	BELMAR PLUMBING & HEATING INC	16-04008	#3009 Labor & Service Call	205.00	0.00	
RILOUT	RILEIGHS OUTDOOR DECOR	16-04053	#28304 LED C7 Cool White Bulbs	1,106.36	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	16-04062	#S106834527 Toggle SW Plt, etc	30.69	0.00	
				1,796.43		
	Extd Total: BUILDINGS & GROUNDS			1,796.43		
	Department Total: BUILDINGS & GROUNDS			1,796.43		
	CAFR Total:			87,424.21		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
6-01-27-350-000-201	SENIOR CENTER General Plant					
ONECAL	ONE CALL NOW	16-03590	#SA45958:Renewal One Call Now	660.84	0.00	
CABLE	CABLEVISION OF NYC	16-03874	Invoice Cable Service November	125.93	0.00	
				786.77		
6-01-27-350-000-299	SENIOR CENTER Misc.					
SHORIT	SAKER SHOP RITE, INC.	16-04026	Supplies for Holiday Party	92.05	0.00	
	Extd Total: SENIOR CENTER			878.82		
	Department Total: SENIOR CENTER			878.82		
	CAFR Total:			878.82		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
6-01-28-370-000-299	RECREATION Misc.					
ASBPOP	ASBURY PARK POP WARNER	16-03544	donation to Pop Warner football	3,500.00	0.00	
INTNEI	INTERFAITH NEIGHBORS, INC.	16-03965	Springwood park tree lighting	110.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	16-03973	christmas tree lighting flyers	313.00	0.00	
				3,923.00		
	Extd Total: RECREATION SERVICES & PROGRAM			3,923.00		
	Department Total: RECREATION SERVICES & PROGRAM			3,923.00		
	CAFR Total:			3,923.00		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
6-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	16-04123	SERVICE 11/3-12/5	756.98	0.00	
NJAMER	N.J. AMERICAN WATER CO.	16-04131	SERVICE 11/3-12/01	1,635.94	0.00	
NJAMER	N.J. AMERICAN WATER CO.	16-04192	SERVICE 11/3-12/5	38.76	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-31-435-435-299	LIGHT, HEAT & POWER Misc.		Continued			
NJAMER	N.J. AMERICAN WATER CO.	16-04225	SERVICE 11/3-12/5	605.34	0.00	
				<u>3,037.02</u>		
	Extd Total: LIGHT, HEAT & POWER			3,037.02		
Extd:	STREET&TRAFFIC LIGHTING					
6-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
HUDENE	HUDSON ENERGY SERVICES	16-04122	#HER5318921:SVC. 11/24-12/23	11.53	0.00	
JCPL	JCPL	16-04226	SERVICE 11/18-12/19	17,144.90	0.00	
				<u>17,156.43</u>		
	Extd Total: STREET&TRAFFIC LIGHTING			17,156.43		
	Department Total: LIGHTING			20,193.45		
Department:	TELEPHONE					
Extd:	TELEPHONE					
6-01-31-440-000-299	TELEPHONE Misc.					
VERZON	VERIZON BUSINESS	16-04128	#152069551000178:12/4-1/3	129.99	0.00	
	Extd Total: TELEPHONE			129.99		
	Department Total: TELEPHONE			129.99		
Department:	GASOLINE					
Extd:	GASOLINE					
6-01-31-460-000-299	GASOLINE Misc.					
DEMINE	DEMAIO'S INCORPORATED	16-03778	Project #16-2029 Installation	2,270.00	0.00	
DEMINE	DEMAIO'S INCORPORATED	16-03779	Project #16-2030 Connection	4,115.00	0.00	
ALLOIL	ALLIED OIL, LLC	16-04052	#1040315 Unleaded Fuel 12/02	5,610.21	0.00	
ALLOIL	ALLIED OIL, LLC	16-04145	#1040907 Unleaded Fuel 12/07	1,755.74	0.00	
				<u>13,750.95</u>		
	Extd Total: GASOLINE			13,750.95		
	Department Total: GASOLINE			13,750.95		
	CAFR Total:			34,074.39		
Department:	MUNICIPAL COURT					
Extd:	MUNICIPAL COURT					
6-01-43-490-000-201	MUNIC COURT General Plant					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-04064	#16024:PMT. 13 OF 60 (NOV.)	83.31	0.00	
KEPSPR	KEPWELL SPRING WATER	16-04066	335374,334202:water 11/30/16	48.80	0.00	
				<u>132.11</u>		
6-01-43-490-000-202	MUNIC COURT Office Supplies					
TANEUM	TANEUM	16-03847	#IN00028343:PRINTER RIBBON	220.00	0.00	
6-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	16-03840	#11764:interpreter	120.00	0.00	
BEACRA	BEATRIZ C. CRANEY	16-04014	11824,11841,11828:INTERPRETER	566.25	0.00	

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CITY OF ASBURY PARK
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-43-490-000-245	MUNIC COURT Interpreter		Continued			
BEACRA	BEATRIZ C. CRANEY	16-04067	11085,11187:interpreter	247.50	0.00	
BEACRA	BEATRIZ C. CRANEY	16-04068	#11886:interpreter 12/2/16	<u>202.50</u>	0.00	
				1,136.25		
	Extd Total: MUNICIPAL COURT			1,488.36		
	Department Total: MUNICIPAL COURT			1,488.36		
	CAFR Total:			1,488.36		
	Fund Total: CURRENT			179,323.95		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
6-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	16-02086	Various Supplies, Tools, etc	122.66	0.00	B
CABLE	CABLEVISION OF NYC	16-03940	Optimum Online,etc 11/15-12/14	155.54	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-04059	#103022 Construction Debris	386.26	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-04202	#103412 Hauling Fee, 20 Yarder	<u>180.00</u>	0.00	
				844.46		
6-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	16-04226	SERVICE 11/18-12/19	222.16	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,066.62		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,066.62		
	CAFR Total:			1,066.62		
	Fund Total: BEACH			1,066.62		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
6-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	16-02790	#19059271 Nuts & Bolts	27.58	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	16-03822	#145291:Hang Tags, Parking	1,921.04	0.00	
CABLE	CABLEVISION OF NYC	16-03869	# 07866-196915-01-3 Current	115.59	0.00	
THEHAR	THE HARDWARE STORE	16-03999	#1119478 , #1119440 Traffic	<u>15.35</u>	0.00	
				2,079.56		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			2,079.56		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			2,079.56		
	CAFR Total:			2,079.56		
	Fund Total: PARKING UTILITY: BUDGET:			2,079.56		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
6-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	16-02629	Various Supplies, Tools, etc	346.01	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-07-55-502-000-201	SEWER UTILITY O/E: General Plant	Continued				
ALLIND	ALL-INDUSTRIAL SAFETY PRODUCTS	16-03007	212944,-2,-3,-4,212174,-1:	<u>2,042.43</u>	0.00	
				2,388.44		
6-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	16-04123	SERVICE 11/3-12/5	3,320.02	0.00	
NJAMER	N.J. AMERICAN WATER CO.	16-04131	SERVICE 11/3-12/01	<u>162.79</u>	0.00	
				3,482.81		
6-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
EURQC	EUROFINS QC, INC.	16-03954	#1833829 Qtrly Sludge, etc	263.00	0.00	
CABLE	CABLEVISION OF NYC	16-03955	Optimum Online, etc	100.59	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	16-04056	#0161259 Spring Water, etc	32.13	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-04064	#16024:PMT. 13 OF 60 (NOV.)	<u>75.00</u>	0.00	
				470.72		
6-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
CLAPRE	CLAYTON PRESS	16-04072	envelopes #10 reg& window	300.00	0.00	
AMEWAT	AMERICAN WATER	16-04125	usage data 4000109096 12/31/16	<u>385.34</u>	0.00	
				685.34		
6-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	16-04055	#513069 Disposal of sludge	7,820.00	0.00	
ACCWAS	ACCURATE WASTE REMOVAL SVCS.,	16-04117	#AP0307 Transport of Sludge	<u>8,632.00</u>	0.00	
				16,452.00		
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			23,479.31		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			23,479.31		
	CAFR Total:			23,479.31		
	Fund Total: SEWER UTILITY: BUDGET:			23,479.31		
	Year Total:			205,949.44		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Department:	Alternate Developer Ord #					
Extd:	Recon Foot Bridge-Sunset Lake (Ord#3036)					
C-04-55-995-013-002	Reconstruct Foot Bridge (Ord#3036/2016-1)					
JEHAN	J.E. HANNON INC.	16-03259	BLANKET:REPLACEMENT OF SUNSET	72,377.90	0.00	B
	Extd Total: Recon Foot Bridge-Sunset Lake (Ord#3036)			72,377.90		
	Department Total: Alternate Developer Ord #			72,377.90		
Extd:	Boardwalk Reconstruction (Ord #3039)					
C-04-55-996-013-001	Boardwalk Reconstr-40A Costs (Ord #3039)					
TMASSO	T & M ASSOCIATES	16-04030	#LAF301254:BOARDWALK PW 4551	277.65	0.00	C
	Extd Total: Boardwalk Reconstruction (Ord #3039)			277.65		
	Department Total:			277.65		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-005	2016-16/ADMIN EQUIPMENT,IMPROVEMENTS					
ACCELA	ACCELA, INC.	16-02348	Agenda/Minute Software	1,320.00	0.00	B
SHIINT	SHI INTERNATIONAL CORP	16-03513	B05690170,B05725559:	1,777.00	0.00	
GRAMCO	GRAMCO	16-03666	QUOTE WILLAMS ASST. LISTENING	1,350.00	0.00	
				<u>4,447.00</u>		
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT			4,447.00		
	Department Total:			4,447.00		
	CAFR Total:			77,102.55		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			77,102.55		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-002	Sewer Plant Improvements - Ord. #3038					
TNJMAR	TNJ MARINE, INC.	16-02617	BLANKET:OCEAN OUTFALL	101,640.70	0.00	B
CYPIND	CYPRECO INDUSTRIES, INC.	16-04186	PAYMENT CERTIFICATE #9	41,924.29	0.00	C
				<u>143,564.99</u>		
	Extd Total: Sewer Plant Improvements - Ord. #3038			143,564.99		
	Department Total:			143,564.99		
	CAFR Total:			143,564.99		
	Fund Total: SEWER CAPITAL FUND BUDGET:			143,564.99		
	Year Total:			220,667.54		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-015-200	2015 NJDHMS Mental Health Grant					
HOMDRU	HOME DRUG	15-03492	Medication assistance	57.89	0.00	B
	Extd Total:			57.89		
G-02-43-871-016-200	2016 NJDHMS Mental Health Grant					
RUTUNV	RUTGERS UNIVERSITY	16-03633	Ongoing CEU Dec	85.00	0.00	
ONSITE	ON-SITE COMPUTER SERVICE	16-03772	Universal Power Supply/backup	89.99	0.00	
ONSITE	ON-SITE COMPUTER SERVICE	16-03817	Battery Backup, computer #2	89.99	0.00	
CLAPRE	CLAYTON PRESS	16-03852	Nurse Blood Pres. Record Card	250.00	0.00	
SHORIT	SAKER SHOP RITE, INC.	16-04236	Shop Rite Cards	460.00	0.00	
				<u>974.98</u>		
	Extd Total:			974.98		
	Department Total:			1,032.87		
	CAFR Total:			1,032.87		
	Fund Total: GRANT FUND BUDGET:			1,032.87		
	Year Total:			1,032.87		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	16-03969	OCTOBER 2016 MONTHLY DOG	12.60	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-12-56-850-000-801	Reserve for Animal Control		Continued			
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		16-04113	NOVEMBER 2016 ANIMAL	27.00	0.00	
				39.60		
	Extd Total:			39.60		
	Department Total:			39.60		
	CAFR Total:			39.60		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			39.60		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
T-17-73-850-850-806	2016 CDBG - COMMUNITY EVENTS					
MOMMDEE MOMMA DEE'S		16-03104	#A110:Kwanzaa Luncheon	760.00	0.00	
TJTHE TJ THE DJ SOUND SERVICE		16-03105	#820:DJ & Sound Service	200.00	0.00	
				960.00		
	Extd Total:			960.00		
	Department Total:			960.00		
	CAFR Total:			960.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			960.00		
Fund: TRUST OTHER						
T-20-56-850-851-801	Reserve for Public Defender					
RICKEI RICHARD M. KEIL		16-04015	public defender 12/2/16	250.00	0.00	
KEVWIG KEVIN P.WIGENTON		16-04016	public defender 4/22/16,12/2/1	500.00	0.00	
				750.00		
	Extd Total:			750.00		
T-20-56-850-893-801	Res for Afford Housing/Community Initiat					
SUBCON SUBURBAN CONSULT ENGINEERS INC	16-04078 #27909:PROF. SVCS. 10/8-11/11			994.60	0.00	C
SUBCON SUBURBAN CONSULT ENGINEERS INC	16-04223 FINAL PYMT RECOMMENDATION #3			1,817.50	0.00	C
SUBCON SUBURBAN CONSULT ENGINEERS INC	16-04224 FINAL PYMT RECOMMENDATION #3			1,373.30	0.00	
				4,185.40		
	Extd Total:			4,185.40		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
TWRCST TWR AS CST FOR EBURY FUND 1NJ	16-03878 PREMIUM TSC-15-00244			3,500.00	0.00	
TWRCST TWR AS CST FOR EBURY FUND 1NJ	16-03884 PREMIUM TSC-15-00052			4,500.00	0.00	
USBPC6 US BANK/PC6 LLC STERLING NAT'L	16-04124 PREMIUM TSC-15-00309			500.00	0.00	
				8,500.00		
	Extd Total:			8,500.00		
T-20-56-850-915-801	Reserve for Rain Garden					
SUNFAR ANTHONY & FRANK D'ESPOSITO	16-03566 Six Sycamore Trees - ESTC			1,794.00	0.00	
	Extd Total:			1,794.00		
	Department Total:			15,229.40		
	CAFR Total:			15,229.40		
	Fund Total: TRUST OTHER			15,229.40		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-139-000-299	700 BANGS AVE(MLB CONST&MGMT)					
HEYGRU	HEYER, GRUEL & ASSOCIATES, PA	16-04231	#33582	382.50	0.00	
	Extd Total:			382.50		
	Department Total:			382.50		
T-21-00-219-000-299	5TH AVE PAVILION (MADISON ASBURY RETAIL)					
ASBPAK	ASBURY PARK PRESS	16-04050	#1504327 ZB general	62.00	0.00	
	Extd Total:			62.00		
	Department Total:			62.00		
T-21-00-314-000-299	1183 MAIN STREET (PATRICK J. FASANO)					
HEYGRU	HEYER, GRUEL & ASSOCIATES, PA	16-04231	#33582	1,300.00	0.00	
	Extd Total:			1,300.00		
	Department Total:			1,300.00		
T-21-00-372-000-299	209 4TH AVENUE(ASBURY PARTNERS/I-STAR)					
HEYGRU	HEYER, GRUEL & ASSOCIATES, PA	16-04231	#33582	1,105.00	0.00	
	Extd Total:			1,105.00		
	Department Total:			1,105.00		
T-21-00-392-000-299	520 PROSPECT AVE(INTERFAITH NEIGHBORS)					
ASBPAK	ASBURY PARK PRESS	16-04050	#1504327 ZB general	33.63	0.00	
CLACAN	CLARK, CANTON & HINTZ	16-04230	#66702	346.00	0.00	
				<u>379.63</u>		
	Extd Total:			379.63		
	Department Total:			379.63		
T-21-00-395-000-299	1108 4TH AVENUE(JOHN MULLING)					
ASBPAK	ASBURY PARK PRESS	16-04050	#1504327 ZB general	33.62	0.00	
CLACAN	CLARK, CANTON & HINTZ	16-04230	#66702	599.08	0.00	
				<u>632.70</u>		
	Extd Total:			632.70		
	Department Total:			632.70		
T-21-00-397-000-299	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)					
HEYGRU	HEYER, GRUEL & ASSOCIATES, PA	16-04231	#33582	390.00	0.00	
	Extd Total:			390.00		
	Department Total:			390.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,251.83		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,251.83		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: HOWELL/ASBURY PARK RCA BUDGET:						
T-38-56-850-850-802 MONCLE MONMOUTH COUNTY CLERK	HOWELL/ASBURY PARK RCA - Miscellaneous 16-03862 Cancel RCA Mortgage			8.00	0.00	
	Extd Total:			8.00		
	Department Total:			8.00		
	CAFR Total:			8.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			8.00		
Fund: ISTAR-2 ESCROW FUND:						
T-42-56-850-850-802 MCMSO MCMANIMON, SCOTLAND&BAUMANN, LLC	ISTAR-2 ESCROW - Miscellaneous 16-04049 MS&B INVOICES FOR SRV.RENDERED			29,527.63	0.00	
	Extd Total:			29,527.63		
	Department Total:			29,527.63		
	CAFR Total:			29,527.63		
	Fund Total: ISTAR-2 ESCROW FUND:			29,527.63		
	Year Total:			50,016.46		
Total Charged Lines: 331 Total List Amount: 479,666.31 Total Void Amount:				0.00		

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December 28, 2016 Council Meeting

Balance brought forward from Total List Amount \$ 479,666.31

Additional Items:

Retiree Medical Reimbursement 17,123.89

PMA 15,882.06

City of Asbury Park 171.00

TD Bank 125,549.86

Total Bill List December 28, 2016 \$ 638,393.12



RESOLUTION NO. 2016-483

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

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

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

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

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

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

	From	To
Current Fund:		
Recreation S&W		\$2,100.00
Tax Assessor S&W		2,200.00
City Clerk S&W		2,000.00
Recreation OE	\$2,100.00	
Tax Assessor OE	2,200.00	
City Clerk S&W	2,000.00	

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

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

NO. 2016-483 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2016-484

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

RESOLUTION AUTHORIZING CHANGER ORDER #1 FOR THE WASTEWATER TREATMENT PLANT GENERATOR RELOCATION PROJECT

WHEREAS, the City Council of Asbury Park and Electro Maintenance Inc. are parties to a contract for the “Wastewater Treatment Plant Generator Replacement” Project; and

WHEREAS, the original contract amount approved by the City Council was in the sum of Three Hundred Thirty Seven Thousand, Two Hundred Forty Seven Dollars and 00/100 cents (\$337,247.00); and

WHEREAS, the project requires Changer Order #1 in the amount not to exceed Five Thousand Seven Hundred Eighty Five dollars and fifty cents (\$5,785.50); and

WHEREAS, this change order reflects the costs activities as attached in the letter received December 22, 2016 by the Project Engineer, T&M Associates, outlining the scope and cost of services; and

WHEREAS, the Project Engineer recommended that Change Order No. 1 be authorized to complete the Project; and

WHEREAS, the execution of Change Order No. 1 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

WHEREAS, the execution of Change Order No. 1 will not cause the originally awarded contract price to be exceeded by more than 20% as the percent change in the contract is 1.71%; and

WHEREAS, the Chief Financial Officer has provided to the Governing Body a certificate in writing pursuant to N.J.A.C. 5:34-2 that funds are available to pay for the subject matter of this Resolution; and

WHEREAS, said certification has designated specifically the line item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury

park, County of Mayor and State of New Jersey that the this Change Order shall not exceed \$5,748.50 and

BE IT FURTHER RESOLVED that the City Manager and Project Engineer is hereby authorized to execute Change Order No. 1 on behalf of the Governing Body; and

BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein; and

BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-484 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00730

December 22, 2016
Via email & Hand delivery

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

**Re: City of Asbury Park
Wastewater Treatment Plant Generator Replacement
Change Order Number 1**

Dear Mr. Capabianco:

Please find enclosed four signed originals of Change Order Number 1 for processing at the next City Council meeting. This Change Order is due to an unforeseen condition which necessitates the tracing of equipment wiring and the relocation of said wiring in new conduit in the electrical room of the plant.

We have reviewed the contractor's estimate for this work and find the material and labor cost to be fair and reasonable. The net change in contract for **Change Order Number 1 is \$5,758.50**

No time extension is requested at this time.

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

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
PRINCIPAL STAFF DESIGNER
On Behalf of:
CHRISTINE A. BALLARD, P.E.
ASBURY PARK CITY ENGINEER

JDH:jdH

Enclosures

Cc: Cindy Dye, City Clerk (via email & hand delivery)
JoAnn Boos, CFO (via email)
James Foster, Treasurer (via email)

H:\ASPK\#Proposals\16002\Draft Material\Capabianco_CAB_Zoning Officer Assistance_2016-12-22.doc

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00730

CHANGE ORDER NO. 1

DATE:December 12, 2016

PROJECT:Wastewater Treatment Plant Generator Replacement

OWNER:City of Asbury park

CONTRACTOR:Electro Maintenance, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

EXTRA:

SUPPLEMENTARY:

S-1 CONDUIT AND WIRE RELOCATION IN GENERATOR ROOM

APPROVAL RECOMMENDED:	SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
Christine A. Ballard, P.E.	A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXXXX	\$0.00
ACCEPTED:	B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXXXX
Electro Maintenance, Inc.	C. TOTAL SUPPLEMENTARY THIS C.O.	\$5,758.50	XXXXXXXXXXXX
OWNER'S APPROVALS:	TOTALS THIS C.O.	\$5,758.50	\$0.00
	NET CHANGE THIS CHANGE ORDER	\$5,758.50	
	PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
	TOTAL CHANGE ORDERS TO DATE	\$5,758.50	\$0.00
	NET CHANGE IN CONTRACT	\$5,758.50	

NOTE: All work to be done
according to Contract
Specifications.

ORIGINAL CONTRACT BID PRICE	\$337,247.00
CHANGE ORDERS TO DATE	\$5,758.50
REVISED CONTRACT PRICE	\$343,005.50

Attachment: Capabianco_JDH_Change order Number 1 Transmittal 12-22-16 (2016-484 : Changer Order #1 for the Wastewater Treatment Plant Generator Relocation Project)

CHANGE ORDER NO. 1

SHEET NO. 2 OF 2
PROJECT NO. ASPK-00730

PROJECT:

Wastewater Treatment Plant Generator Replacement

OWNER:

City of Asbury park

CONTRACTOR:

Electro Maintenance, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
REDUCTIONS					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

A. TOTAL REDUCTIONS

\$0.00

EXTRA					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

B. TOTAL EXTRA

\$0.00

SUPPLEMENTARY	S-1	CONDUIT AND WIRE RELOCATION IN GENERATOR ROOM	1.00 LS	\$5,758.50	\$5,758.50
					\$0.00
					\$0.00

C. TOTAL SUPPLEMENTARY

\$5,758.50



RESOLUTION NO. 2016-485

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

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 4 FOR SPRINGWOOD AVENUE PARK

WHEREAS, the City Council of Asbury Park and Down To Earth Landscaping of New Jersey are parties to a contract for the “Springwood Avenue Park” Project; and

WHEREAS, the original contract amount approved by the City Council was in the sum of Nine Hundred Fourteen Thousand Seven Hundred Fifty-One Dollars and 60/100 cents (\$914,751.60); and

WHEREAS, the project requires Changer Order #4 in the amount not to exceed Nineteen thousand four hundred seventy-nine dollars and eighty cents (\$19,479.80); and

WHEREAS, this change order reflects the costs activities as attached in the letter dated December 13, 2016 by Suburban Consulting outlining the scope and cost of services; and

WHEREAS, the City Engineer (Suburban Consulting) on the Project recommended that Change Order No. 4 be authorized to complete the Project; and

WHEREAS, the execution of Change Order No. 4 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

WHEREAS, the execution of Change Order No. 4 will not cause the originally awarded contract price to be exceeded by more than 20% as the percent change in the contract is 6.27%; and

WHEREAS, the Chief Financial Officer has provided to the Governing Body a certificate in writing pursuant to N.J.A.C. 5:34-2 that funds are available to pay for the subject matter of this Resolution; and

WHEREAS, said certification has designated specifically the line item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that the this Change Order shall not exceed

\$19,479.80; and

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-485 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



December 13, 2016

City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Attn.: Michael Capabianco
City Manager

Re: City of Asbury Park, County of Monmouth, State of New Jersey
Springwood Avenue Park Improvements
Change Order #4
Our File No.: Prop SCE-7794

Dear Mr. Capabianco:

Enclosed is a cost breakdown and an estimate with a not to exceed amount from Down to Earth Landscaping, Inc. for the change order referenced above. This change order accounts for all additional work associated with the electrical equipment for the stage as well as the concrete slab with cobblestone deterrent at the bottom of the fountain.

As the proposed additional construction will require additional labor/equipment/material, we recommend that the change order be approved with a not to exceed amount of **\$19,479.80**. A reduction to the original contract in the amount of **\$7,500.00** is also included to account for the WiFi System bid item that was not ultimately not installed.

Our office will be inspecting all work and approve all certified payroll labor, equipment rental charges and material delivery tickets for compliance to ensure the timely completion of the work to keep within the not to exceed amount. This letter serves as our recommendation for the City to approve the above outlined change order, based upon the not to exceed amount on a time and material basis for payment.

Please contact this office at your earliest convenience if you have any questions or concerns.

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Kirk Danielson', is written over a large, stylized, and somewhat abstract signature line.

Kirk Danielson, LLA, ASLA
Project Coordinator

Enclosures

SCE-7794

SPRINGWOOD PARK IMPROVEMENTS
SPRINGWOOD AVENUE
CITY OF ASBURY PARK
CHANGE ORDER #4

12/7/16

Project	<u>Springwood Avenue Park</u>	<u>SCE-7794</u>
Municipality	<u>City of Asbury Park</u>	
County	<u>Monmouth</u>	
Contractor	<u>Down To Earth, Inc.</u>	

In accordance with the project Supplementary Specification, the following are changes in the contract.
 Location and Reason for Change.

EXTRAS AND REDUCTIONS: Reduction of WiFi bid item. Supply and installation of electrical equipment for stage performances
 Installation of additional concrete slab with cobblestone deterrent at fountain bottom.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM PRICE
EXTRA ITEMS					
E-1	Electrical Equipment for Stage	1	LS	\$2,879.80	\$2,879.80
E-2	Concrete Slab with Cobblestone Deterrent at Fountain Bottom	1	LS	\$16,600.00	\$16,600.00
TOTAL=					\$19,479.80
PRIOR CHANGE ORDERS					
1	Underground Tank Excavation	1	LS	\$2,500.00	\$2,500.00
2	Soil Sampling and Groundwater Investigation	1	LS	\$7,915.00	\$7,915.00
3	Soil Remediation of Underground Tank Excavation	1	LS	\$43,650.00	\$43,650.00
TOTAL=					\$54,065.00
REDUCTIONS					
32	WiFi System	1	LS	\$7,500.00	\$7,500.00
TOTAL=					\$7,500.00

Amount of Original Contract \$1,053,644.00
 Net Change Due To Change Order \$66,044.80
 Adjusted Amount Based on Change Order(s) \$1,119,688.80

Extra \$19,479.80
 Prior Change Orders \$54,065.00
 Reduction \$7,500.00
 Total Change \$66,044.80

% Change in Contract 6.27%

[(+/-) Increase or (-) Decrease]

(Engineer)

(Date)

(Presiding Officer)

(Date)

(Contractor)

(Date)

DOWN TO EARTH LANDSCAPING, INC.

QUALITY is our trademark.

Asbury Park Fountain
Attn: Kirk Danielson
kdanielson@suburbanconsulting.com
Date: 11/29/16

Concrete Topping Slab with Cobblestone Deterrent Detail (Fountain Pool's Bottom)

Surface grind existing concrete surface within the 2 ½" topping slab thickness to create a concrete bonding surface. Apply a bonding agent prior to concrete pour. Install up to 2 ½" thick regular concrete topping slab, 4000 psi with 3/8" aggregate design mix, with the hand placement of a 3"-5" Delaware River Gravel in the surface to expose a third to half of each stone above the surface to give a harsh textured finished appearance to resemble the sample picture provided. It is understood that the purpose of the final wearing surface is to deter park users from entering and comfortably wading in the fountain's pool.

Pricing considers Prevailing Rate Labor.

All fountain bottom surface components and piping structures to be extended by Down to Earth.

Project Notes

The final cobblestone surface will be within the bottom of the fountain's pool. Down to Earth does not warranty the integrity of this installation due to the unknown environment of a continuously wet application and previous pool surface materials.

If any pool paint or sealant is needed to be reapplied to transition the pool basin sides to the cobblestone bottom wearing surface, this work will be done by Down to Earth Landscaping.

Cost: \$16,600

Tony Barone
Down to Earth Landscaping
705 Wright-Debow Road
Jackson, NJ 08527
732-833-7702

Customer Signature _____

Down To Earth Landscaping _____

Serving All of New Jersey at 1-800-280-1837
705 WRIGHT-DEBOW ROAD * JACKSON, NJ 08527
Phone 732-833-7702 * Fax 732-833-7709
Visit us at www.DownToEarthLandscaping.com

DOWN TO EARTH LANDSCAPING, INC.

QUALITY is our trademark.

Asbury Park Fountain
Attn: Kirk Danielson
kdanielson@suburbanconsulting.com
Date: 11/29/16

Concrete Topping Slab with Cobblestone Deterrent Detail (Fountain Pool's Bottom)

Surface grind existing concrete surface within the 2 ½" topping slab thickness to create a concrete bonding surface. Apply a bonding agent prior to concrete pour. Install up to 2 ½" thick regular concrete topping slab, 4000 psi with 3/8" aggregate design mix, with the hand placement of a 3"-5" Delaware River Gravel in the surface to expose a third to half of each stone above the surface to give a harsh textured finished appearance to resemble the sample picture provided. It is understood that the purpose of the final wearing surface is to deter park users from entering and comfortably wading in the fountain's pool.

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All fountain bottom surface components and piping structures to be extended by Down to Earth.

Project Notes

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If any pool paint or sealant is needed to be reapplied to transition the pool basin sides to the cobblestone bottom wearing surface, this work will be done by Down to Earth Landscaping.

Cost: \$16,600

Tony Barone
Down to Earth Landscaping
705 Wright-Debow Road
Jackson, NJ 08527
732-833-7702

Customer Signature _____

Down To Earth Landscaping _____

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RESOLUTION NO. 2016-486

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

IDENTIFYING OF MENU ITEMS AS PER THE SUBSEQUENT DEVELOPER AGREEMENT BETWEEN THE CITY OF ASBURY PARK, MADISON ASBURY RETAIL LLC, AND ASBURY PARTNERS

WHEREAS, Section 4.01(i) of the Subsequent Developer Agreement (SDA) between the City of Asbury Park, Madison Asbury Retail LLC and Asbury Partners authorizes funding for the City for Menu Items; and

WHEREAS, as per the SDA the City shall pass a Resolution to identify Menu Items; and

WHEREAS, the City of Asbury Park hereby identifies the Menu Items and their amounts as follows:

- Purchase of a littler scooter at an estimated cost of \$40,000
- Purchase of a boat at an estimated cost of \$15,000
- Purchase of garbage cans at an estimated cost of \$25,000
- \$10,000 for lav-shack operations
- \$10,000 for bike racks

WHEREAS, the City Manager shall provide Madison Asbury Retail LLC with the specifications of these items for purchases.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-486 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2016-487

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

AUTHORIZING A CONTRACT WITH THOMAS P. MILLER & ASSOC. TO COMPLETE A WORKFORCE DEVELOPMENT PLAN

WHEREAS, the City of Asbury Park accepted proposals on March 16, 2016 at 2:00 PM for a consultant to provide a “Workforce Development Plan”; and

WHEREAS, Thomas P. Miller & Associates was the sole respondent, has agreed to extensions until the FY16 Municipal Budget has been passed and the City’s Temporary Purchasing Agent has reviewed the proposal and deemed it complete; and

WHEREAS, the cost of this Plan is \$119,400.00 in which the City’s CFO has certified that funds are available in the following account: 6-01-20-100-000-201.

WHEREAS, the respondent has agreed to extensions; and

WHEREAS, the City of Asbury Park authorizes the City Manager to sign any and all contracts and paperwork associated with this award.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey that Thomas P. Miller & Associates is hereby awarded a contract to complete a Workforce Development Plan.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-487 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK

Proposal for:
**Workforce Development
Consultant**

Submitted to:



March 2, 2016

Submitted by:



THOMAS P. MILLER & ASSOCIATES

Contact: Tom West, Senior Vice President

Phone: 859-992-8283

Email: twest@tpma-inc.com

Proposal for: Workforce Development Consultant

March 2, 2016

Tracy A. Lizardi
Treasurer/QPA
One Municipal Plaza
Asbury Park, NJ 07712

Dear Ms. Lizardi,

Thomas P. Miller and Associates (TPMA) is pleased to submit the attached proposal to The City of Asbury Park, New Jersey to complete a Workforce Development Strategy for city-wide planning purposes. With the influx of private sector development in Asbury Park, strategically focused workforce development planning has the potential to make a great impact on the community by maximizing employment opportunities, removing barriers to employment, and advancing current and emerging businesses. We are excited about the opportunity of partnering with the City to make this happen.

TPMA is a consulting and management firm based in Indianapolis, Indiana, with offices in Kentucky, Ohio, Michigan, Colorado, Florida, and Texas. Founded in 1989, TPMA has provided consulting services focused on economic development, workforce development, and education solutions to help communities maximize their assets—physical and human—to build better societies and economies. TPMA has a wealth of experience and knowledge in the economic and workforce development sectors, and can provide comprehensive analysis and reporting suited to the City's needs. Our approach is always tailored to our client's individual needs and we work as partners with our clients to develop the best approach for each engagement. Services we will provide include:

Labor Market and Industry Analysis – We believe successful strategies begin with a thorough understanding of a community's workforce and economic drivers. TPMA has the capability to examine workforce requirements, supply relationships, economic impacts, and company targets for more than 1,100 industries across 3,000+ U.S. counties. TPMA can assess employment barriers, local/regional business needs, and barriers of the local workforce. We are currently drafting the WIOA Regional Plan for New Jersey's Central Region, which includes Monmouth County, as well as Mercer, Middlesex, and Ocean counties. For this plan, we are gathering and analyzing labor market data, funding streams, training programs, sector partnerships, career pathways, public transportation, and other regional initiatives to promote a healthy, sustainable workforce development system. This regional and statewide understanding will allow us to develop a high-quality, comprehensive plan for Asbury Park.

Policy Analysis – Given the new requirements in the federal Workforce Innovation and Opportunity Act (WIOA), TPMA has assisted various workforce boards in updating their policies to align with federal regulations. TPMA utilizes previous project experience, primary and secondary data sources, and national best practices to identify strategies for updating policies and new policies for implementation. We have worked alongside state and local governments in numerous states to designing and modify policies relating to workforce development, economic development, board governance, education, and strategic planning. We also have experience working with institutions of higher education. For example, we are currently creating a policy matrix for the Virginia Community College System. This matrix will

Proposal for: Workforce Development Consultant

help us to draft issue briefs directed to Local Workforce Development Boards, as well as with drafting new workforce policies for the state.

Grant Writing and Funding Research – TPMA has developed strategies that help keep organizations on track for a prosperous and sustainable future. Because of our strong commitment to employing a grassroots, hands-on approach, TPMA has been able to secure \$163 million for our clients in funding from federal, state, and foundation sources over the past five years (2010-2014), and more than \$237 million since our founding in 1989. Additionally, TPMA has helped clients identify additional funding streams by finding opportunities for cross –agency partnerships. These partnerships are instrumental in sustaining long-term community growth while fostering relationships with community stakeholders.

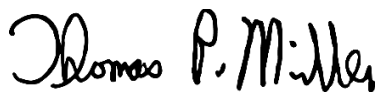
Community Engagement- Regional and local planning is only successful when the voices of workforce partners, businesses, and economic development leaders are brought to the table. TPMA has facilitated workforce strategic planning in many states, including Colorado, Washington, DC, New Jersey and New Hampshire. Each of these plans required TPMA to plan and lead numerous focus group sessions with workforce partners including representatives from economic development, local business owners, and educational providers. This input proves to be invaluable when identifying area strengths, challenges, and opportunities. Through our work with the New Jersey LWD and SETC, we will create an asset map connecting funding streams on the federal, state, and local levels to current education and training programs across the state. This understanding of programs, and the various ways each is funded, will allow us to identify gaps in the workforce development system and pinpoint policy options to streamline the funding structure to increase financial efficiency and return on investment. We are familiar with the Talent Networks which will further regional coordination, create meaningful employer partnerships, and allow for a better understanding of current and future talent needs of Asbury Park. We are also aware of the coordination of economic development funds, tax credits, and training grants, which has facilitated economic development opportunities in Asbury Park, Atlantic City, Jersey City, and Camden.

Implementation and Strategic Planning– TPMA has been developing and implementing strategic plans and serving as an agent for change for over 25 years. Our focus is not just on strategic ideas, but strategic leadership and action-oriented goals, helping leaders to identify opportunities and mobilize resources for implementation. We take a collaborative approach to strategic planning because the greatest impact is achieved through the aligned goals of an organization and its stakeholders.

Please do not hesitate to contact us with questions or requests for additional information. Tom West, Senior Vice President can be reached by phone at 859-992-8283 or via email at twest@tpma-inc.com.

Thank you for the opportunity to submit this proposal.

Sincerely,



Thomas P. Miller
President & CEO
Thomas P. Miller & Associates

Proposal for: Workforce Development Consultant

Proposed Methodology

I: Ongoing Project Management and Project Launch Meeting

To begin the engagement, TPMA will travel to Asbury Park to hold a launch meeting with key City staff and elected officials to introduce the project team members and their roles and responsibilities, review the proposed project work plan, and discuss expectations for the engagement. Within the discussion of the project work plan, we will begin to talk about logistics and schedule dates for the various engagement activities described throughout this proposal.

TPMA will assign Tom West, Senior Vice President at TPMA as Project Lead to coordinate all aspects of the engagement and be the primary point of contact for the City of Asbury Park's project leaders throughout the project. He will be assisted by Ose Agho, Project Consultant at TPMA as the Project Manager, who will set up regular calls between the project team and client to discuss progress, updates, and any questions. She will also be available by phone or email and can provide connections to all members of the project team.

II: Data

TPMA understands the importance of data-driven information in the decision-making process. The data analysis portion of our approach will be completed in two sections, an industry analysis and a local workforce analysis. TPMA also has staff with expertise in GIS mapping and will work with City staff to determine the data elements that would be most helpful if integrated with spatial analysis. Analysis will be completed for the geography of Monmouth County for local indicators, and for Monmouth and contiguous counties (Ocean, Middlesex, Mercer, and Burlington Counties) for regional considerations. Where City level data is available and reliable, we will work with City staff to determine the appropriate level of data to report.

Industry Analysis

TPMA's methodology for identifying, qualifying, and quantifying emerging industry clusters/sectors is a multi-step approach based on a thorough understanding of what drives economic development. We apply our expertise to an extensive collection of data from various proprietary and public sources, analyzed in light of the information gathered during the stakeholder input sessions and labor market assessment.

To identify existing and emerging industry strengths, TPMA will apply a rigorous quantitative approach. We will analyze more than 1,100 industries at the 6-digit NAICS level and consider a variety of elements including regional competitive advantages, wage trends, employment size, relative employment concentration, presence of supporting educational and training programs, area strengths as compared with industry needs, positive outlook with consideration of the impact of macroeconomic trends, economic impact multipliers, and workforce availability.

These factors will be combined to determine the strongest mix of healthy, growing industries ripe for business attraction, retention, and expansion. TPMA anticipates the identification of three to five industries suitable for targeting. We will provide a summary profile for each identified sector/cluster. The profiles will include:

Proposal for: Workforce Development Consultant

- Rationale for selecting the target;
- Industry definition, identifying key words and phrases along with relevant 6-digit NAICS codes;
- Industry overview, trends and forecasts, competitive landscape, key external industry drivers;
- Key statistics including market size, historical and projected growth rates;
- Key occupations staffing the industry;
- Economic impact modeling of added jobs within the industry; and
- Emerging trends, technologies and subsectors.

The industry profiles for the top three targeted industries will also be updated to include qualitative information that is gathered from the industry-led sector meetings, described in Section III below. Information gathered in these meetings will include businesses' feedback on the industry strengths, challenges, needs, and opportunities, and an analysis of the themes heard throughout the conversations.

Local Workforce Analysis

The workforce analysis will provide an overview of employment data that is relevant to workforce development in the City and surrounding region. This section will evaluate the region's total population from 2005-2015 and projected through 2020. Analysis will include real and percent change in age and ethnicity patterns. In addition, the project team will evaluate median household income and poverty rates, as well as commuting and migration patterns, and the resulting effect on labor force and labor availability.

The project team will examine the size and history of the local labor force and its employment, unemployment, and labor force participation trends. TPMA will identify the region's peak and trough employment in the last 20 years, relative to the state and nation. Based on projected labor force participation rates of the older population, TPMA will also provide estimates of retirement projections for the next five years.

Qualitative inputs from the regional and local organization input sessions described in Section III will also be incorporated in the workforce analysis. This will include information on barriers to employment that local workers experience and an assessment of the resources available in the region.

III: Policy and Funding

TPMA will provide a comprehensive review all local, regional, and state workforce plans, as well as plans of other organizations that affect the workforce system, including local economic development organizations. We are intimately familiar with the State and Regional strategic and operational planning efforts across New Jersey. We were contracted in late 2015 to draft the WIOA Combined State Plan and the Regional WIOA Plan for each of the state's three planning regions.

This fundamental understanding of state and regional strategies and operations, coupled with the professional relationships we have fostered with key workforce development officials, allows for us to effectively and efficiently align resources, programs, and strategic initiatives. We worked with the New Jersey Department of Labor and Workforce Development (LWD) and the State Employment and Training Commission (SETC) to develop policy guidance on the state level, create regional workforce strategies, and analyze local organizations' plans to find common themes for collaboration toward similar or complementary goals. We will leverage our previous work with the State, which resulted in an asset

Proposal for: Workforce Development Consultant

map that connects funding streams on the federal, state, and local levels to current education and training programs. This information will serve as the base for the creation of a customized map or matrix which will identify other potential sources of funding the City may seek.

Based on the needs and goals identified through the engagement processes, TPMA will identify areas for best practices research and provide the City with examples of other communities across the country whose initiatives could be used as a model.

TPMA will also work with City staff and project leadership to identify the key agencies to include in a cross-agency partnership that can own and drive the workforce development strategy. We will hold a working session with representatives of each organization to clarify roles and responsibilities and build buy-in and ownership of the strategy. These efforts may take various paths to completion based on the City's needs. We are familiar with the state's six Talent Networks and how they each tie to a particular sector; and we understand that they may play a key role in in such a partnership. We are also aware of the current coordination of economic development funds, tax credits, and training grants that has facilitated economic development opportunities in Asbury Park. We will ensure the inclusion of economic development entities in this partnership where appropriate.

IV: Engagement

Engagement activities will support all aspects of this project, providing insights for the data analysis, policy and funding review, and planning and implementation activities.

Industry-Led Sector Meetings

TPMA will work with City staff and workforce leaders to identify industry champions within the top three targeted industry sectors identified by the data analysis process. We will work with the identified champions to hold a meeting of each of the three sectors to bring together local employers to discuss their strengths, challenges, and opportunities for better meeting their workforce needs.

Regional and Local Organization Input Sessions

TPMA will hold two input sessions with local and regional community organizations that contribute to workforce and related services in the region. This may include workforce development, economic development, education, human services, and other community organizations. We will work with City staff to identify appropriate invitees to these sessions. Topics covered will include the strengths of local workforce services, gaps in services that currently exist, current collaboration, and any barriers to collaboration.

Public Meetings

TPMA will hold three public meetings. Two will be held to offer community members an opportunity to give input on the workforce needs of the region, current strengths of the services available, and opportunities for further service provision. These meetings will be held at different times of day to accommodate those with different schedules and foster participation. The third public meeting will take place after the first draft of the report has been reviewed by City staff and local elected officials. During this meeting, we will present the project's findings and recommendations and offer an opportunity to provide feedback and suggestions.

Proposal for: Workforce Development Consultant

Local Elected Official Meetings

TPMA will also hold three meetings with local elected officials. The first meeting will be a project kickoff, to be held either in conjunction with the project launch meeting described above, or as a separate meeting that only includes the elected officials. In this meeting we will discuss the officials' view of the current workforce services available in the region and their goals for the engagement.

At the second meeting, TPMA will provide a review of the findings and recommendations found in the first draft of the report. We will discuss each section in detail, answering questions and offering an opportunity to provide feedback and suggest changes to the plan. Based on feedback during this meeting, the plan will be edited before being released for the public meeting described above.

The last meeting with local elected officials will include a presentation of the final report that includes all feedback and changes that were previously discussed and offered from the public.

V: Implementation

TPMA will hold a planning session with City staff of all key agencies to identify the goals and initiatives included in the workforce strategy. This session will include a presentation of all findings from the data analysis, policy review, and engagement activities. We will present recommendations for priority areas of the strategy and facilitate a conversation to identify the most important goals and areas of focus for the final plan.

The implementation plan will cover the next four years and include short-, medium-, and longer-term actions working toward the agreed upon goals. TPMA will work with leaders of the cross-agency partnership discussed in Section II to assign roles and responsibilities for each task. We will also facilitate a discussion to identify resources that will be necessary for success, and any barriers that may be expected.

The implementation plan will be provided in a format that allows for simple progress-tracking against locally developed performance measures.

VI: Summary of Findings

Upon completion of the data, research, engagement, and planning activities, project team members will contribute to a final report that will detail findings and recommended next steps. A first draft of this report will be submitted by September 23, 2016 to give City staff and elected officials a chance to review it and provide feedback. TPMA will hold a meeting with local officials as described in Section III before the draft is presented at the public meeting.

TPMA will provide a second iteration of the draft that incorporates feedback received within two weeks after the public meeting is held. Upon completion of this draft, we will hold the final meeting with local officials that is described in Section III to review the final draft and answer any questions on next steps.

Proposal for: Workforce Development Consultant

Timeline

This timeline reflects milestones, deadlines, and on-site meetings described in this proposal. Upon contract award, TPMA's project manager will provide a more detailed work plan that displays all project activities in detail. This timeline assumes a project launch during the first full week of April 2016, and a completion date of no later than November 11, 2016. It may be adjusted based on timeline of contracting and any previously scheduled meetings that the City wishes to accommodate.

	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.
Project Launch Meeting	*							
Kick-off Meeting with Local Elected Officials	*							
Industry Analysis								
Workforce Analysis								
Review Local, Regional, and State Workforce Plans								
Outline Workforce Funding Sources								
Identify Additional Funding Sources								
Create Cross-Agency Partnership Framework								
Industry-Led Sector Meetings			*					
Regional and Local Organization Input Sessions			*					
Public Meetings			*				*	
Local Elected Official Meetings	*					*		*
Planning Session				*				
Plan and Report Drafting								
First Draft of Report Due								
City Staff and Local Elected Officials Review Draft								
Final Draft Presentation								*

* Represents an on-site meeting.

The first draft of the final report will be submitted by September 23, 2016, with a review meeting with Local Elected Officials to be scheduled for the following week. Based on feedback, TPMA will provide a second draft of the report by October 14, 2016, and hold a public meeting to present the draft during the following week. The final draft will be available by November 4, 2016, with the final presentation to Local Elected Officials occurring by November 11, 2016.

Resume and Qualifications of Project Team

Tom West, Senior Vice President, TPMA (Project Lead)



Tom West has an extensive background in economic, community and workforce strategic planning and implementation experience. Prior to joining TPMA, he served as Executive Director of the Kentucky Workforce Investment Board where his leadership helped create and implement a number of high profile initiatives designed to transform a collection of government programs into a dynamic system focused on meeting the demands of business and industry. This included the Kentucky Work Ready Communities initiative, a framework to define work-ready and certify the quality of a county's workforce based on input from economic developers and business leaders (see link: <http://workready.ky.gov/>). Results include more than half of Kentucky counties working on continuous improvement of education and training initiatives within the first two years of the program and development of an award-winning communications plan. The U.S. Department of Labor recognized the KWIB as a national model for other states to emulate.

At TPMA, Tom's clients have included local and regional economic development organizations, state workforce agencies, associations, private developers, and local governments in Kentucky, Indiana, Nebraska, New York, Ohio, Oregon, Rhode Island, and Wisconsin. In 2015, he prepared a five-year strategic plan for the Oregon Workforce Investment Board and assisted local workforce areas with preparing strategic plans. In collaboration with the Governor's Workforce Board Rhode Island, he prepared a Biennial Employment and Training Plan for the state. The process included collecting and analyzing data regarding the current and emerging workforce, identifying key sectors for demand and growth, and recommending priorities and action steps for the next two fiscal years.

Tom West is an American Institute of Certified Planners (AICP) community planner with an extensive background in economic, community and workforce strategic planning and implementation experience. Tom's background includes leadership of downtown organizations in Cincinnati, Ohio and Covington, Kentucky. He also led Louisville's downtown Business Improvement District through its first sunset and renewal process. He has developed and implemented plans for waterfront projects, main street revitalization strategies and creating designs to transform suburban commercial corridors into urban village – style community assets.

Recent projects at TPMA include a Downtown Redevelopment Action Plan for the City of Hot Springs, Arkansas. It is focused on moving the City to the "next level" for a vibrant downtown with new jobs, redeveloped properties, and innovative businesses. He has also worked with the City of Scottsbluff, Nebraska where his efforts have led to improvements in current economic development processes, workforce and education initiatives, improvements to quality of place, and site selection. He is currently assisting with implementation of strategies including focus on corridor revitalization, regional economic development collaboration, and entrepreneurship.

He received a Master of Community Planning in Economic Development from the University of Cincinnati in Ohio and a Bachelor of Science in Communications from Eastern Kentucky University.

Proposal for: Workforce Development Consultant

Lucy Houchin, Director of Workforce Strategy, TPMA



From systems alignment to sector strategies, Lucy brings a strategic-minded approach to talent development planning and program implementation. Lucy has worked with national initiatives, states, metro areas, and rural communities to develop demand-driven strategies to connect individuals to careers and businesses to talent needed for growth. She brings first-hand knowledge as a workforce practitioner, as well as extensive knowledge of promising talent development and education practices throughout the country.

Lucy is currently leading a project with the New Jersey State Employment and Training Consortium (SETC) focused on planning activities around the federal Workforce Innovation and Opportunity Act (WIOA). This includes preparing New Jersey's Combined State Plan for workforce development, which is currently in draft form and being finalized with input from state and regional partners. Throughout 2016, Lucy will be working on three regional workforce plans focused on North Jersey, Central Jersey, and South Jersey. Her familiarity with state and regional workforce development priorities will support the City of Asbury Park as it works to shape, align, and implement its workforce strategy through the activities outline in this project.

She has worked with clients in over 15 states including Arizona, Connecticut, Florida, Illinois, Indiana, Kentucky, Michigan, Missouri, Montana, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Virginia, and West Virginia.

In 2015, she worked with Big Sky Economic Development in Billings, Montana with completing a research and planning project to determine recommendations for a regional workforce initiative known as BillingsWorks. The final State of the Workforce Report and Action Plan created through the project led to the hiring of a full-time Director to coordinate implementation activities including the launch of talent attraction effort (<http://www.billingsworks.org/yourdreamcareerishere/>). The final deliverable is available here (<http://www.bigskyeconomicdevelopment.org/billings-works/billingsworks-overview/>).

Lucy worked on Indiana Career Council's strategic plan which was chaired by Indiana Governor Mike Pence and brought together cabinet-level leadership of multiple state agencies, higher education institutions, and private sector partners. The plan continues to drive education, training, and workforce development policy throughout the state.

In Phoenix, Arizona she worked with the City's Business and Workforce Development Board to create a strategic plan for coordinating services for workforce development with the needs of business and industry. This included the creation of a balanced scorecard to measure outcomes and keep elected officials informed of progress against established goals.

Lucy is a graduate of Butler University in Indianapolis, Indiana where she received a Bachelor of Arts in English. She also holds a Graduate Certificate in Public Management from Indiana University-Purdue University in Indianapolis.

Proposal for: Workforce Development Consultant

Nate Klinck, Director of Workforce Policy



With over 15 years of experience at all levels in workforce development, Nate Klinck brings a seasoned, practical, strategic approach to developing implementable value-added solutions for complex talent development and systemic economic development opportunities. Nate has extensive experience ranging from working on the front-line of private industry staffing to managing executive level boards to developing and implementing statewide workforce development and education policy.

In his previous experience, Nate has served as the director of policy for the Indiana Department of Workforce Development, where he led the development and implementation of Indiana's WIA policies, served as the primary author of Indiana's State Workforce Investment Act Plan, and negotiated federal performance metrics. In addition, he served as the director of the State Workforce Innovation Council, Indiana's state workforce development board, leading the implementation of Indiana's Recovery Act programming, which resulted in over 4,000 youth being provided with summer employment opportunities and nearly 6,000 adults being provided with training assistance.

Nate also served as the director of the Indiana Career Council, an executive-level board, chaired by the Governor of Indiana, which was established by the Indiana General Assembly to develop and implement strategies that coordinated the activities of the State's education, job skills development, and career training system. In this role, Nate led the 17-member board on a year-long strategic planning process, which resulted in the release and implementation of *Align, Engage, Advance: A Strategic Plan to Transform Indiana's Workforce*.

In 2015, he completed a one-year project for the Central Indiana Corporate Partnership (CICP). The focus was on creating a comprehensive strategic plan for enhancing economic prosperity in a ten-county region in West Central Indiana that includes the City of Lafayette, which home of major manufacturing facilities including Subaru, Caterpillar, and Wabash National and the City of West Lafayette, which is home to Purdue University, an internationally recognized research institution with top-ranked engineering programs. The surrounding communities are rural with agriculture-based economies. He led a 12-member executive-level steering committee, identifying the region's primary economic drivers and competitive advantages, and developing innovative strategies and actions that leveraged those advantages to ultimately lead the region to long-term prosperity in economic development, workforce development, education, and quality of life and place.

Nate obtained a Master of Public Affairs in Policy Analysis from the Indiana University School of Public and Environmental Affairs (SPEA) in Indianapolis and a Bachelor of Arts in English from Indiana University Bloomington.

Proposal for: Workforce Development Consultant

Jason Barrett, Senior Project Consultant, Workforce



Jason specializes in workforce development and education strategies, including WIOA planning, sector partnerships, and career pathways. He brings knowledge and experience from the Indiana Works Councils where he helped to align education and curriculum with regional workforce needs by fostering sector partnerships between private industry, K-12 and higher education, community organizations, and state government.

Serving as Assistant Director of the Works Councils, Jason assisted with analyzing current and future workforce trends, identifying regional priority sectors, and staffing both the Core 40 Subcommittee and Career Council Pathways Taskforce. He also brings prior experience in labor relations, policy research and evaluation, and experience in the technology sector. He was involved with the development and implementation of Indiana Career Council's Strategic Plan, focused on the alignment and coordination activities conducted by the state's education, job skills development, and career and technical education (CTE) system with the needs of business and industry.

Jason is currently working with the New Jersey State Employment and Training Commission to prepare its Combined State Plan in compliance with the Workforce Innovation and Opportunity Act. He was actively involved in the drafting of the plan and will be supporting efforts throughout 2016 to provide assistance with three regional plans in New Jersey.

He is also working with the Virginia Community College System to complete a review of Virginia's Workforce Development Board policies with through a policy matrix and preparing policy issue briefs for Board members and Board staff that outline workforce development issues, WIOA requirements, and options for addressing policy issues.

He is currently completing his Master of Public Affairs at the Indiana University School of Public and Environmental Affairs in Indianapolis (Expected Spring 2016). He received a Bachelor of Arts in Political Science from Indiana University South Bend.

Proposal for: Workforce Development Consultant

Jeff Vedders, Senior Project Consultant, Research and Data Analysis



Jeff specializes in gathering and analyzing quantitative and qualitative data; providing target industry recommendations that help clients align their existing strengths and assets with the needs of expanding companies; SWOT assessments; specialized industry research; lead generation strategies, including target marketing and lead qualification; and marketing reviews.

His clients include local and regional economic development organizations, workforce development boards, public and private utilities and chambers of commerce. Jeff has worked on projects in over 20 states including Alabama, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Mississippi, North Carolina, North Dakota, Ohio, South Carolina, Texas, and Wyoming.

He is currently completing a Regional Workforce and Industry Sector Analysis for the Northern Rural Training and Employment Consortium (NoRTEC), an eleven county region in Northern California. This analysis will inform the preparation of a regional strategy for workforce development aligned with the region's target industries. In 2015, he supported the Michigan Coalition for Advanced Manufacturing (MCAM) by completing eight skills gap analysis reports, one for each of the community colleges in the Consortium.

His economic development experience includes creating a competitive assessment of five target industries for six communities in Northern Indiana and Southern Michigan for Indiana Michigan Power and preparing a study to recommend target industries for a 60,000 sq. ft. and surrounding mega-site in White County, Indiana.

He holds a Bachelor of Arts in Communication from Hope College in Holland, Michigan. He is currently a Master of Divinity Candidate at Western Theological Seminary.

Proposal for: Workforce Development Consultant

Ose Agho, Project Consultant (Project Manager)



Ose specializes in grant writing, policy analysis, and research and data analysis. Ose comes to TPMA with skills in supply chain management as well as experience in governmental affairs. Areas of expertise include strategic planning and needs alignment/coordination between education, workforce, and economic development.

Ose has worked with community colleges, workforce boards, economic development organizations, state agencies, and technical high schools. She has worked with clients in Indiana, Maryland, Oregon, Rhode Island, West Virginia, and Wisconsin.

She is currently working with the District of Columbia's Workforce Investment Council as it prepares its Unified State Plan for workforce development in compliance with the Workforce Innovation and Opportunity Act. She has been actively involved in the areas of board engagement strategies, policy analysis and development, sector strategies and business engagement.

She is also completing work on a Combined State Plan for WIOA for the Colorado Workforce Development Council. The plan is currently available for public comment (see link: <https://www.colorado.gov/pacific/sites/default/files/Colorado%20Combined%20Plan%20for%20Public%20Comment.pdf>).

Ose received a Master of Public Affairs in Policy Analysis from the Indiana University School of Public and Environmental Affairs in Indianapolis. She also holds a Bachelor of Science in Marketing from Indiana University in Indianapolis.

Proposal for: Workforce Development Consultant

Bid Amount and Budget

The proposed not-to-exceed cost of the included scope of work is \$119,400, inclusive of all overhead, supplies, and travel.

Task	Budget	Estimated Hours of Effort
I. Project Launch and Ongoing Project Management	\$12,500	93
II. Data	\$14,000	104
III. Policy and Funding	\$14,000	104
IV. Engagement	\$32,900	244
V. Implementation	\$17,600	130
VI. Summary of Findings/Final Report	\$13,400	100
<i>Total Travel costs (5 trips for 2 staff)</i>	<i>\$15,000</i>	<i>--</i>
TOTAL	\$119,400	775

TPMA has calculated the above price estimates based on hours allocated by task. The blended hourly rate for staff included is \$135 an hour, not including travel costs. A sample reimbursement schedule is provided below. We will work with City staff to finalize this schedule during contract negotiations.

Invoice Date	Amount
Upon contract execution (15%)	\$17,910
May 1, 2016	\$8,625
June 1, 2016	\$10,900
July 1, 2016	\$25,750
August 1, 2016	\$11,900
September 1, 2016	\$14,315
October 1, 2016	\$10,500
November 1, 2016	\$12,000
Upon acceptance of final deliverable	\$7,500
TOTAL	\$119,400

NOTE – The estimated level of effort for one additional public meeting is 25 hours, including all preparation, holding the meeting, and follow up for three staff members. The not-to-exceed cost for each additional public meeting would be \$3,375, not including travel costs. Should additional public meetings be requested, we will work with City staff to identify efficiencies with the current scope of work to reduce this level of effort, if possible.

Proposal for:
Workforce Development Consultant

Attachments

1. Proposal Form (Form 1 attached);
2. Reference Form (Form 2 attached);
3. Non-Collusion Affidavit (Form 3 attached);
4. Stockholder Statement of Ownership (Form 4 attached);
5. State of New Jersey Debarred List Affidavit (Form 5 attached);
6. Acknowledgment of Receipt of Addenda (Form 6 attached);
7. Disclosure of Activities in Iran (Form 7 attached);
8. Certifications of Ethics Complaint Disclosure Form (Form 8 attached)
9. Mandatory Equal Employment Opportunity Language (Form 9 attached)
10. Required Evidence Affirmative Action Regulations (Form 10 attached)
11. Certification of Compliance with City of Asbury Park Pay to Play Ordinance (Form 11 attached)
12. State of New Jersey Business Certificate (attached)
13. Certificate of Employee Information Report (will obtain upon award of contract)
14. Internal Revenue Service (IRS) Form W-9 (attached)

Form 1

City of Asbury Park, New Jersey

PROPOSAL FORM

Bid amount and budget, including justification of all necessary costs, including hours of effort, rates, disbursements, overhead and proposed reimbursement schedule. Please include a lump sum, not-to-exceed cost. Staff hourly rates should be included along with an estimated amount of time spent on each activity. Please include a lump sum, not-to-exceed cost per additional public meeting.

See bid amount and budget included in proposal

Contact:

Tom West, Senior Vice President

Thomas P. Miller & Associates

Phone: 859-992-8283

Email: twest@tpma-inc.com

Form 2

City of Asbury Park, New Jersey

Request for Proposals

REFERENCE FORM

Consultant Name: (Please Print)

Thomas P. Miller & Associates, LLC

The consultant shall list references with needs similar to the City of Asbury Park for whom the consultant has provided comparable services. Please include name, address, telephone number, year(s) employed by referenced firms, contact person, and type of work your performed for that entity.

1. Company Name/Municipality: New Jersey State Employment and Training Commission
Address: 1 John Fitch Plaza Trenton, NJ 08625
Contact Person: Sheryl A. Hutchison, Acting Executive Director
Phone: 609-633-0605
Type of Work: Workforce Innovation and Opportunity (WIOA) Combined State Plan and Regional Planning Assistance
Date of Completion: October 2016
2. Company Name/Municipality: West Central Job Partnership
Address: 44 S Beaver St, New Castle, PA 16101
Contact Person: Eric Karmecy, Project Manager
Phone: 702-658-2501
Type of Work: Implementation of the Greater Oh-Penn Manufacturing Apprenticeship Network
Date of Completion: September 2016
3. Company Name/Municipality: Big Sky Economic Development
Address: 222 North 32nd Street Suite 200 Billings, MT 59101
Contact Person: Melanie Schwarz, Director of Marketing and Member Investors
Phone: 406-869-8419
Type of Work: State of the Workforce Report and Strategic Action Plan for BillingsWorks
Date of Completion: March 2015

**City of Asbury Park, New Jersey
Request for Proposals
NON-COLLUSION AFFIDAVIT**

Form 3

State of New Jersey

County of Monmouthss: 30-0025201

I, Thomas P. Miller residing in Indianapolis
(name of affiant) (name of municipality)

in the County of Marion and State of Indiana of

full age, being duly sworn according to law on my oath depose and say that:

I am President and CEO of the firm of Thomas P. Miller & Associates
(title or position) (name of firm)

Thomas P. Miller the bidder making this Proposal for the bid

entitled Workforce Development Consultant, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Asbury Park relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Thomas P. Miller.

Subscribed and sworn to before me this day 29 of February, 2016

Kenya Bennett
Signature

Kenya Bennett
(Type or print name of affiant under signature)

Marion County
Notary Public of

My commission expires Oct. 17, 2020

(Seal)



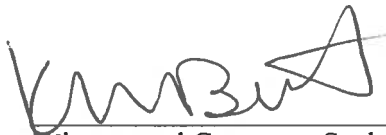
Form 4

City of Asbury Park, New Jersey

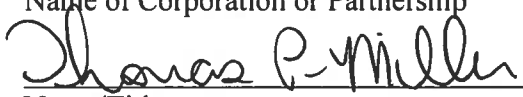
Request for Proposals

STOCKHOLDER STATEMENT OF OWNERSHIP

I certify that the list below contains the names and home addresses of all persons holding ten percent (10%) or more interest in the undersigned partnership or corporation, as well as the names and home addresses of all persons who own an interest in any entity which owns ten percent (10%) or more of said partnership or corporation.



Witness and Corporate Seal

Thomas P. Miller & Associates, LLC
Name of Corporation or Partnership

By: _____
Name/Title

Shareholders or Partners:

Name: Thomas P. Miller _____

Address: 1630 N. Meridian Street, Suite 430 Indianapolis, IN 46202 _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Form 5

City of Asbury Park, New Jersey

Request for Proposals

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Thomas P. Miller, of the Limited Liability Company of Thomas P. Miller & Associates, LLC in the County of Marion and the State of Indiana, of full age, being duly sworn according to law on my oath depose and say that:

I am President and CEO, an officer of the firm of Thomas P. Miller & Associates, LLC, the consultant making the Proposal for the above-named Project, and I hereby certify that I have executed the said Proposal with full authority to do so; that said consultant at the time of making this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended or Disqualified Bidders; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the City of Asbury Park relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal appear on the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time prior to, and/or during the life of the contract, including the Guarantee period, the City of Asbury Park shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as consultant is subject to disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if the consultant, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined according to applicable laws and regulations.

1630 N. Meridian Street, Suite 430 Indianapolis, IN 46202

Name and Address of Consultant

Thomas P. Miller President and CEO

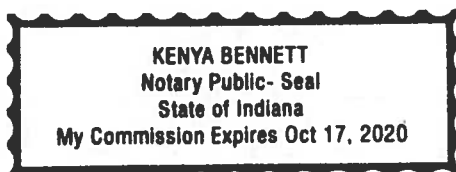
Name and Title of Affiant

Subscribed and sworn before me on this 29 day of February.

Ken Bennett

Notary Public of

My commission expires October 17, 2020.



City of Asbury Park, New Jersey

Form 6

Request for Proposals

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned consultant hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If no addenda were received, initial here: TPM

Acknowledged for: Thomas P. Miller & Associates
(Name of Consultant)

By: Thomas P. Miller
(Signature of Authorized Representative)

Name: Thomas P. Miller
(Print or Type)

Title: President and CEO

Date: 2/29/2016

STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Form 7

Solicitation Number: _____

Bidder/Offoror: Thomas P. Miller & Associates, LLC**PART 1: CERTIFICATION****BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

- ☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

- ☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN –

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____	Relationship to Bidder/Offoror _____
Description of Activities _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Bidder/Offoror Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Thomas P. Miller

Signature

Title: President and CEODate: 2/29/2016Name of Company: Thomas P. Miller & Associates, LLC City/State/Zip: Indianapolis/IN/46202

City of Asbury Park, New Jersey

Form 8

Request for Proposals

CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any

member of Thomas P. Miller & Associates, LLC (name of firm/company).

If any prior or pending ethics complaints exist, please cite below.

1. _____
2. _____
3. _____

I hereby certify that the foregoing statements made by me are true.

Signature: Thomas P. Miller

Date: 2/29/2016

Name: Thomas P. Miller

Title: President and CEO

Name of Firm: Thomas P. Miller & Associates, LLC

Address: _____

1630 N. Meridian Street, Suite 430

Indianapolis, IN 46202

Form 9

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)****N.J.A.C. 17:27****GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the consultant agrees as follows:

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

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

The consultant will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the consultant contracting officer, advising the labor union of the consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The consultant, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The consultant agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The consultant agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment consultant which engages in direct or indirect discriminatory practices.

The consultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The consultant shall submit to the public consultant, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

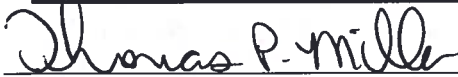
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public consultant through the Division's website at www.state.nj.us/treasury/contract_compliance)

The consultant shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Signed:



Print Name: Thomas P. Miller

Name & Address of Company:

Thomas P. Miller & Associates, LLC

Dated: 2/29/2016

Form 10

**REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

If awarded a contract, all procurement and service firms will be required to comply with the requirements of P.L. 1975, c. 127, (N.J.A.C. 17:27). Prior to the date of the award, the consultant shall present one of the following:

1. A letter from the U. S. Department of Labor that the consultant has an existing federally approved or sanctioned Affirmative Action Program.

OR

2. A Certificate of Employee Information Report Approval.

OR

3. If you do not have either of the above, check below:

☒ Please send our company an Affirmative Action form for our completion
(A.A. 302-Affirmative Action Employee Information Report).

The following questions must be answered by all firms:

1. Do you have a federally approved or sanctioned Affirmative Action Program?
Yes _____ No ☒ _____
2. Do you have a State Certificate of Employee Information Report Approval?
Yes _____ No ☒ _____

You shall submit a photostatic copy of such certificate.

The undersigned consultant certifies that it is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The consultant must be rejected as non-responsible if the consultant fails to comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for firms having less than fifty (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

CONSULTANT

BY: Thomas P. Miller & Associates, LLC

City of Asbury Park, New Jersey

Form 11

Request for Proposals

CITY OF ASBURY PARK'S PAY TO PLAY ORDINANCE

Regulation of Public Contracting, Contributions to Public Offices and Entities

2-76 AWARD OF PUBLIC CONTRACTS.

(Prior source history for award of public contracts includes Ordinance No. 2681 which was repealed in entirety by Ordinance No. 2969.)

2-76.1 Definitions.

As used in this section:

Business Entity whose contributions are regulated by this section shall mean: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns ten (10%) percent of more of the equity or ownership or

income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or indefeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than one hundred thousand (\$100,000.00) dollars in compensation or income of any kind (including, by way of illustration, and not limitation; wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this section; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

Campaign Committee shall mean (i) every candidate for City of Asbury Park elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iii) every joint candidates committee established in whole or in part by or for the benefit of a candidate for City of Asbury Park elective municipal office; (iv) every political party committee of the City of Asbury Park; (v) every political party committee of the County of Monmouth; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates or the City of Asbury Park municipal or Monmouth County elective offices or City of Asbury Park municipal or Monmouth County political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7.

Contract for Professional or Extraordinary Services shall mean all contracts for "professional services" and "extraordinary unspecifiable services" as such term is used in N.J.S.A. 40A:11-5.

Contribution has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
(Ord. No. 2969)

2-76.2 Prohibition on Awarding Public Contracts to Certain Contributors.

a. To the extent that it is not inconsistent with State or Federal law, the City of Asbury Park and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined in N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecifiable services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecifiable Services") from any business entity if such business entity has solicited or made any contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in the City of Asbury Park or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any City of Asbury Park or Monmouth County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of City of Asbury Park municipal or Monmouth County elections and/or Asbury Park municipal or Monmouth County candidates, candidate committees, joint candidates committees, political committees, political parties, political party committees (hereinafter "PAC"), in excess of the thresholds specified in subsection (c) within one calendar year immediately preceding the date of the contract or agreement.

b. No business entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Asbury Park or any of its departments or instrumentalities, for the rendition of professional services or extraordinary unspecifiable services shall knowingly solicit or make any contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in the City of Asbury Park, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Asbury Park or Monmouth County political committee or political party committee, or (iii) any PAC between the time of first communication between the business entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecifiable Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.

c. The monetary thresholds of this section are: (i) a maximum of three hundred (\$300.00) dollars per calendar year each for any purpose to any candidate or candidate committee for Mayor or Governing Body, or five hundred (\$500.00) dollars per calendar year to any joint candidates committee for Mayor or Governing Body, or three hundred (\$300.00) dollars per calendar year to a political committee or political party committee of the City of Asbury Park; (ii) five hundred (\$500.00) dollars maximum per calendar year to a Monmouth County political committee or political party committee; and (iii) five hundred (\$500.00) dollars maximum per calendar year to any PAC. However, for each business entity party to a contract for professional or extraordinary unspecifiable services as defined in subparagraph (a) of this section, or engaged in negotiations for a contract defined in subsection 2-76.1, when such business entity's contribution is aggregated with all "persons" defined in subsection 2-76.1, by virtue of their affiliation to that business entity party, a maximum of two thousand five hundred (\$2,500.00) dollars to all City of Asbury Park candidates, candidate committees, joint candidates committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Asbury Park or Monmouth County political committees and political party committees as described herein combined, without violating paragraph a. of this subsection.

d. For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Asbury Park Mayor or Governing Body, if the contract requires approval or appropriation from the Mayor or Governing Body, or (ii) the Mayor of the City of Asbury Park, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

e. *Rules Regarding Subcontractors.* No person may be awarded a subcontract to perform under a contract subject to this section, if the subcontractor would be disqualified by paragraph a. of this subsection from receiving the contract at the time that the subcontract is awarded; nor may any person who would be disqualified by paragraph a. of this subsection from receiving the contract perform substantially all of the obligations described in a contract for professional or extraordinary unspecifiable services that is subject to this section.

(Ord. No. 2969 § 1)

2-76.3 Contributions Made Prior to the Effective Date.

No contribution or solicitation of contributions made prior to the effective date of this section (adopted March 2, 2011 by Ord. No. 2969) shall be deemed to give rise to a violation of this section. (Ord. No. 2969 § 2)

2-76.4 Contract Renewal.

No contract subject to this section may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this section if it were an initial contract. (Ord. No. 2969 § 3)

2-76.5 Contribution Statement by Business Entity.

a. Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecifiable Services from any business entity, the City of Asbury Park or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said business entity which is the intended recipient of said contract that he/she/it has not made a contribution in violation of subsection 2-76.2. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the business entity is not in violation of this section, prior to awarding the contract or agreement.

b. A business entity shall have a continuing duty to report to the City of Asbury Park any contributions that constitute a violation of this section that are made during the negotiation, proposal process or the duration of a contract. The City of Asbury Park, its purchasing agents and departments shall be responsible for informing the Governing Body within ten (10) business days after receipt of said report from the business entity or at the next Council meeting following receipt of said report from the business entity, whichever comes first.

c. The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Asbury Park, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law. (Ord. No. 2969 § 4)

2-76.6 Return of Excess Contributions.

A business entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of subsection 2-76.2, if, within thirty (30) days after the date on which the applicable ELEC report is published, said business entity notifies the municipality in writing and seeks and receives reimbursement of the contribution from the recipient of such contribution. (Ord. No. 2969 § 5)

2-76.7 Exemptions.

The contribution limitations prior to entering into a contract in subsection 2-76.2, a. do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning

of N.J.S.A. 40A: 11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq. (Ord. No. 2969 § 6)

2-76.8 Penalty; Prohibited Acts.

a. It shall be a material breach of the terms of a City of Asbury Park agreement or contract for Professional Services or Extraordinary Unspecifiable Services when a business entity that is a party to such agreement or contract has: (i) made or solicited a contribution in violation of this section; (ii) knowingly concealed or misrepresented a contribution given or received; (iii) made or solicited contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) made or solicited any contribution on the condition or with the agreement that it will be recontributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in the City of Asbury Park, or a holder of public office having ultimate responsibility for the award of a contract, or any City of Asbury Park or Monmouth County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the professional business entity itself, would subject that entity to the restrictions of this section; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of contributions to circumvent the intent of this section; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this section.

b. Furthermore, any business entity that violates subsection 2-76.8 shall be disqualified from eligibility for future City of Asbury Park contracts for a period of four (4) calendar years from the date of violation.

c. Any person who knowingly, purposely, or recklessly violates any provision of this section, or who conspires with another person to violate any provision of this section, or who, with the purpose of promoting or facilitating a violation of this section, solicits another person to commit it, or aids or agrees, or attempts to aid another a person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the Ordinances of the City of Asbury Park.
(Ord. No. 2969 § 7)

2-76.9 Citizens Private Right of Action.

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this section, every person aggrieved by a violation of the section, or any taxpayer or resident of the City of Asbury Park has the right, consistent with the Rules of Court⁹ to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this section in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys' fees and costs, arising from or related to a violation of this section. (Ord. No. 2969 § 8).

Form 12

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The consultant and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the consultant agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the consultant shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The consultant shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The consultant shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the consultant agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the consultant shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the consultant along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants and employees, the City shall expeditiously forward or have forwarded to the City every demand, complaint, notice, summons, pleading or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the consultant pursuant to this contract will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the consultant assumes no obligation to indemnify or save harmless the consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the consultant's obligations assumed in this Agreement, nor shall they be construed to relieve the consultant from any liability, nor preclude the Consultant from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

WITNESS:



BY:

CONSULTANT

Thomas P. Miller & Associates, LLC

DATED:

2/29/2016

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF REGISTRATION

THOMAS P. MILLER & ASSOCIATES LLC
0450052262

The above-named FOREIGN LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 02/16/2016 and was assigned identification number 0450052262. Following are the articles that constitute its original certificate.

1. **Name:**
THOMAS P. MILLER & ASSOCIATES LLC
2. **Registered Agent:**
REGISTERED AGENTS, INC
3. **Registered Office:**
FIVE GREENTREE CENTER STE 104
525 RT 73 NORTH
MARLTON, NEW JERSEY 08053
4. **Business Purpose:**
THOMAS P. MILLER AND ASSOCIATES, LLC PARTNERS WITH PUBLIC, PRIVATE, AND NONPROFIT ORGANIZATIONS TO DEVELOP ACTIONABLE WORKFORCE AND EDUCATION SYSTEMS AND IMPLEMENT STRATEGIES FOR ECONOMIC GROWTH. OUR FOCUS IS ON HELPING LEADERS TO IDENTIFY OPPORTUNITIES AND MOBILIZE RESOURCES FOR IMPLEMENTATION.
5. **Incorporated Under the Laws of:**
INDIANA ON 01/14/2002
6. **Effective Date of this filing is:**
02/16/2016
7. **Main Business Address:**
1630 N. MERIDIAN STREET, SUITE 430
INDIANAPOLIS, INDIANA 46202

Signatures:

THOMAS P. MILLER
AUTHORIZED REPRESENTATIVE



Certificate Number 4010452090

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
16th day of February, 2016

A handwritten signature in cursive script, appearing to read "Ford M. Scudder".

Ford M. Scudder
Acting State Treasurer

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Thomas P. Miller and Associates, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **S**
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1630 N. Meridian Street, Suite 430

6 City, state, and ZIP code
Indianapolis, Indiana 46202

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
3	0		-	0	0	2	5	2 0 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Thomas P. Miller Date ▶ 1-5-2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

FINANCE DEPARTMENT**DIVISIONS:**

ACCOUNTS AND CONTROL
PURCHASING
PAYROLL
TAX ASSESSMENT
TAX COLLECTION
INFORMATION SYSTEMS

CITY COUNCIL**JOHN B. MOOR, MAYOR****AMY QUINN, DEPUTY MAYOR**

YVONNE CLAYTON

JESSE KENDLE

EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER

JOANN BOOS, CFO

**CITY OF ASBURY PARK
CERTIFICATION OF FUNDS**

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account 6-01-20-100-000-201 of the City of Asbury Park to approve contract for workforce development plan in the amount of \$119,400.00 (One hundred nineteen thousand four hundred and zero cents).

With: Thomas P. Miller & Assoc.
1630 N. Meridian St. Suite 430
Indianapolis, IN 46202

For: Workforce Development Plan

In line item appropriations) as follows:
6-01-30-100-000-201

Contract period: N/A

Contract amount: \$119,400.00

Amount certified: \$119,400.00

Dated: December 28, 2016

JoAnn Boos, Chief Financial Officer

City of Asbury Park
Resolution Date 10/26/16

FINANCE DEPARTMENT

DIVISIONS:

ACCOUNTS AND CONTROL
 PURCHASING
 PAYROLL
 TAX ASSESSMENT
 TAX COLLECTION
 INFORMATION SYSTEMS

CITY COUNCIL**JOHN B. MOOR, MAYOR****AMY QUINN, DEPUTY MAYOR**

YVONNE CLAYTON

JESSE KENDLE

EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER

JOANN BOOS, CFO

Attachment: Thomas Miller 119,400.00 (2016-487 : Authorizing a Contract with Thomas P. Miller & Assoc. to complete a Workforce Development



RESOLUTION NO. 2016-488

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

AUTHORIZING AWARD TO SPCA FOR ANIMAL CONTROL

WHEREAS, on December 22, 2016 the Temporary Purchasing Agent accepted a sole bid for the Request for Qualifications (RFQ) for providing of the City of Asbury Park Animal Control Services for 2017; and

WHEREAS, Monmouth County SPCA was the sole respondent and their RFQ response has been deemed complete by the Temporary Purchasing Agent:

WHEREAS, Monmouth County SPCA, is recommended to be awarded the base bid in the amount of \$56,400.00 and the additional fees as outlined in the RFQ and responses provided; and

WHEREAS, a copy of the SPCA's response shall be attached to this Resolution; and

WHEREAS, the RFQ offered the possibility of a second year (2018) and, if the City and SPCA may commence conversations during the fourth quarter of 2017 if the contract shall be extended for an additional year; and

WHEREAS, if the Resolution authorizing the extension of this award into 2018 must be adopted before the end of 2017; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Account 7-01-25-240-000-205; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for 2017 Animal Control Services to Monmouth County SPCA at a base bid of \$56,400 and the additional prices as quoted in the attached proposal.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Acting Police Chief, Health Officer, City Clerk and City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-488 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



Monmouth County SPCA

NOT-FOR PROFIT
ORGANIZATION
Founded in 1945

260 Wall Street
Eatontown, NJ 07724

732.542.0040
Fax 732.542.4552
MonmouthCountySPCA.org

BOARD OF TRUSTEES

Ross Licitra
Executive Director

Daran Haber, MD
Chairman

Bob Baerenbach
Vice Chairman

Josephine Joel
Secretary

Christopher Nalbandian
Treasurer

Sean Byrnes Esq.

Laura Saker

Katie Bogardus

SERVICES

Animal Shelter
Bereavement Counseling
Cruelty Investigations
Dog Obedience Training
Flea & Tick Products
Humane Education
Humane Law
Enforcement
Lost & Found
Low Cost Spay/Neuter
Pet Adoptions
Pet Pantry
Pet Therapy Program
Thrift Store
TNR Program
Vaccine Clinic
Volunteer Program
Wildlife Rescue Referrals

December 22, 2016

I _____ am in receipt of the Request for Qualifications
submitted by the Monmouth County Society for the Prevention of Cruelty to
Animals in regards to Asbury Park Animal Control Services on this day,
December ____, 2016.

Signature

Date



facebook.com/MonmouthCountySPCA



@TheMCSPCA



youtube.com/MonmouthCountySPCA

Monmouth County SPCA Scope of Services:

...

4. Provide certified Animal Control Officers (ACO). Please include copies of all staff certifications:

Scott A. Crawford:

Attached: ACO Certification, Chemical Immobilization of Animals Certification

Kathleen Miles:

Attached: ACO Certification

Kelsey Frontera:

Attached: ACO Certification

Brian Becker:

Attached: ACO Certification

Kenneth McKeel:

Attached: ACO Certification

...

8. Please describe how walk-in strays are handled; please provide this as part of the lump-sum cost:

(A) Citizen Stray:

Citizen walks in with a stray animal found

Customer service reaches out to ACO officers to make them aware the animal was found

Animal is scanned for a microchip (if found contact the owner)

Animal is signed into database

Animal care walks animal back to vet techs where it receives vaccines

Animal is placed in kennel with blanket water and food

(B) ACO brings stray

Animal is scanned again for a microchip (if found contact the owner)

Animal is signed into database

Animal care walks animal back to vet techs where it receives vaccines

Animal is placed in kennel with blanket water and food

(C) ACO brings in animal overnight

ACO brings animal into shelter overnight into ACO room

Places dog in kennel with blanket water and food

ACO officer will fill out form with their information and where the animal was found

Next morning customer service scans for a microchip (if found contact the owner)

Animal is signed into database

Animal care walks animal back to vet techs where it receives vaccines

Animal is placed in kennel with blanket water and food

9. Please describe any relationships with other animal advocacy groups; please provide this as part of the lump-sum cost:

(a) Cat Assistance Network:

Cat Assistance Network provides TNR (trap-neuter-return) services to citizens of Monmouth County. The Cat Assistance Network team works in heavily populated areas and colonies of feral cats. Cats through this group are brought through our Vogel Spay/Neuter clinic on campus. If the cat is feral and unadoptable, the Monmouth County SPCA will spay/neuter and the finders will return the cats back to their appropriate location. Approximate fees of surgery are \$75-\$150 pending their health. If a cat is deemed adoptable, the Cat Assistance Network will pay full surrender fees (\$250 per adult, \$50 per kitten up to four months old) and relinquish the cat into our care.

(b) Meow Inc.

Meow Inc. provides TNR (trap-neuter-return) services to citizens of Monmouth County. The Meow Inc. team works in heavily populated areas and colonies of feral cats. Cats through this group are brought through our Vogel Spay/Neuter clinic on campus. If the cat is feral and unadoptable, the Monmouth County SPCA will spay/neuter and the finders will return the cats back to their appropriate location. Approximate fees of surgery are \$75-\$150 pending their health. If a cat is deemed adoptable, the Cat Assistance Network will pay full surrender fees (\$250 per adult, \$50 per kitten up to four months old) and relinquish the cat into our care.

...

12. Please state if your services include an emergency clinic.

(a) The Monmouth County SPCA provides an emergency clinic for stray animals seven (7) days a week, 9:00am-5:00pm.

(b) After 5:00pm, Red Bank Veterinary Hospital is available for all emergency cases, seven (7) days a week, as a backup facility. All animals taken to Red Bank Veterinary Hospital will be transported to the Monmouth County SPCA.

...

18. Please provide your anticipated response time to calls based upon other clients.

(a) twenty five (25) minutes during daytime hours, 9:00am-5:00pm, seven days a week

(b) forty five (45) minutes during all other hours, seven days a week.

State of New Jersey
Department of Health and Senior Service
This is to certify that
Scott Albert Crawford
has successfully satisfied the requirements to determine
his or her qualifications and is certified pursuant to
P. L. 1983, Chapter 525 and amendments thereto as a
CERTIFIED ANIMAL CONTROL OFFICER
Date 11-21-11 02449 Faye E. Sorlage
APC-10
JUN 02
Dr. Faye E. Sorlage
State Public Health Veterinarian

State of New Jersey
Department of Health and Senior Service
This is to certify that
SCOTT A. CRAWFORD
has successfully satisfied the requirements to determine
his or her qualifications and is certified pursuant to
P. L. 1983, Chapter 525 and amendments thereto as a
CERTIFIED ANIMAL CRUELTY INVESTIGATOR
Date 2/10/12 443 Faye E. Sorlage
VPH-31
OCT 02
Dr. Faye E. Sorlage, V.M.D., M.P.H.
State Public Health Veterinarian

As a mark of knowledge and in recognition of accomplishment, this certificate is hereby presented to

Scott Crawford

For completion of instruction and satisfactory passage of all requirements and examinations for the course

Chemical Immobilization of Animals (16 hours)

In witness thereof, we have set our signatures and seal this
14th of November 2012

(Expiration Date: 11/13/2015)

Kenneth A. Waldrop

Dr. Kenneth Waldrop
Instructor





Essex County College

Police Academy

This Certificate is Awarded to

Scott Crawford

For the Satisfactory Completion of A Course Entitled

Chemical Immobilization of Animals

on

November 14, 2012

A handwritten signature in black ink, appearing to read "Dan L. [unclear]".

Academy Director

A handwritten signature in black ink, appearing to read "Charles J. Farrell".

Dean of Community & Continuing Education

STATE OF NEW JERSEY
DEPARTMENT OF HEALTH

This is to Certify that

KATHLEEN SUSAN MILES

Having successfully satisfactorily met requirements to
determine his or her qualifications is hereby
certified pursuant to P.L. 1989, Chapter 525,
and amendments thereto as a

CERTIFIED ANIMAL CONTROL OFFICER

8/18/14

DATE

02802

NUMBER

1.K.7.a

JOHN J. CAMPBELL, M.D., M.P.H.
Secretary, Health Department

STATE OF NEW JERSEY DEPARTMENT OF HEALTH



Having successfully satisfied the requirements to determine his or her qualifications is hereby certified pursuant to ~~PL~~ 1983, Chapter 525 and amendments thereto as a

CERTIFIED ANIMAL CONTROL OFFICER

12/23/15

DATE

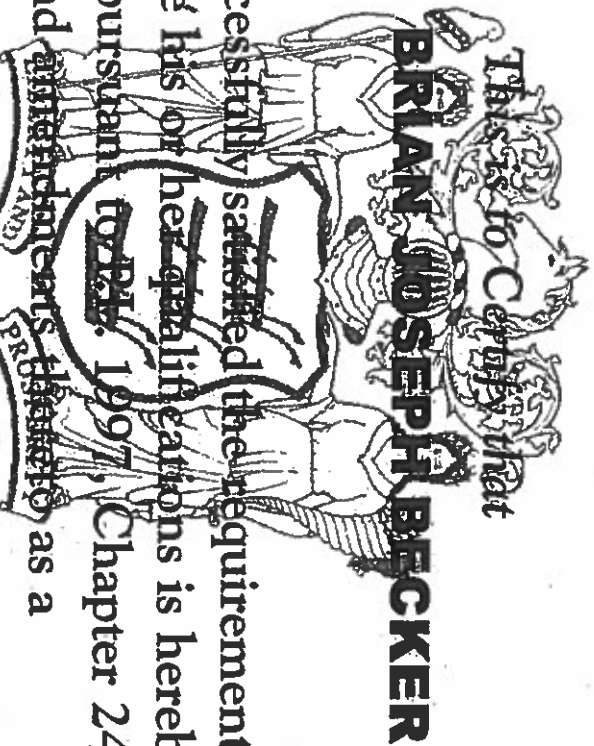
02967

NUMBER

Colin T. Campbell

COLIN T. CAMPBELL, DVM, CPM
State Public Health Veterinarian

STATE OF NEW JERSEY DEPARTMENT OF HEALTH



Having successfully satisfied the requirements to
determine his or her qualifications is hereby
certified pursuant to ~~N.J.A.C.~~ **N.J.A.C.** 17:27, Chapter 247
and ~~amendments thereto~~ as a

CERTIFIED ANIMAL CREDIBILITY INVESTIGATOR

6/8/15

DATE

587

NUMBER

Colin T. Campbell

COLIN T. CAMPBELL, DVM, CPM
State Public Health Veterinarian

STATE OF NEW JERSEY DEPARTMENT OF HEALTH

This is to Certify that
KENNETH MCKEEL

Having successfully satisfied the requirements to determine his or her qualifications is hereby certified pursuant to P.L. 1983, Chapter 525 and amendments thereto as a

CERTIFIED ANIMAL CONTROL OFFICER

8/14/14

DATE

02798

NUMBER

Colin T. Campbell

COLIN T. CAMPBELL, DVM, CPM
State Public Health Veterinarian



MONMCOU-01

DTAGU

DATE (MM/DD/YYYY)

12/20/2016

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ADP/Statewide Insurance Agencies Inc. 325 Columbia Turnpike, Suite 106 Florham Park, NJ 07932	CONTACT NAME: PHONE (A/C, No, Ext): (973) 538-6300 FAX (A/C, No): (973) 538-0416 E-MAIL ADDRESS: info@adpinsurance.com														
INSURED Monmouth County SPCA 260 Wall St Eatontown, NJ 07724	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nova Casualty Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nova Casualty Company		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Nova Casualty Company															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			VET-IB-10000748-00	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 VET PROF LIAB \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			VET-AU-10000076-00	10/01/2016	10/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			VET-UM-10000387-00	10/01/2016	10/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A	Property			VET-IB-10000748-00	10/01/2016	10/01/2017	Building \$ 3,900,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION
EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Paul Monacelli

John E. Tully
John E. Tully, CPA
Acting Director

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
P.O. BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:

MONMOUTH COUNTY S.P.C.A.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

210-679-893/000

SEQUENCE NUMBER:

0381216

ADDRESS:

260 WALL ST
EATONTOWN NJ 08842

ISSUANCE DATE:

10/08/04

EFFECTIVE DATE:

04/15/68

FORM-BRC(08-01)

John E. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Pricing: lump-sum

Please include a lump-sum for the following years:

2017: \$ 56,400.002018: \$ 56,400.00**Pricing: proof of ownership and retrieving an impounded animal during business hours**

Upon proof of ownership, please provide the cost of an owner to redeem their animal:

2017: \$ 90.00 FOR COST OF VACCINES - PROOF OF VACCINES WILL REDUCE COST2018: \$ 90.00 FOR COST OF VACCINES - PROOF OF VACCINES WILL REDUCE COST**Pricing: boarding**

Please include a daily boarding fee after the seven (7) day period has passed:

2017: \$ - 0 - FOR MUNICIPALITY2018: \$ - 0 - FOR MUNICIPALITY**Pricing: boarding**

Please include a daily boarding fee after ownership has been determined but animal has not been released to owner:

2017: \$ 400 PER DAY FIRST 7 DAYS - \$20.00 AFTER SEVEN DAYS2018: \$ 400 PER DAY FIRST 7 DAYS - \$20.00 AFTER THE SEVEN DAYS**Pricing: boarding – municipal rate**

Please include a daily boarding rate in the event of Court Order, at the request of the City:

2017: \$ 20.002018: \$ 20.00**Pricing: Misc. removal**

Please include an hourly rate for the following years. Please include standard and nonstandard business hours:

Standard business hours:

2017: \$ N/A FULL SERVICE ONLY ANNUAL FEE

2018: \$ N/A FULL SERVICE ONLY ANNUAL FEE

Nonstandard business hours:

2017: \$ N/A

2018: \$ N/A

Pricing: Trap rental

Please provide a price for trap rental. If you have varying rates, please add additional space:

Deposit/daily rate:

2017: \$ 2⁰⁰ PER DAY - \$60⁰⁰ DEPOSIT

2018: \$ 2⁰⁰ PER DAY - \$60⁰⁰ DEPOSIT

MONMOUTH COUNTY SPCA
SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS
LAW ENFORCEMENT DIVISION
260 WALL STREET, EATONTOWN, NEW JERSEY 07724
732-542-0040
FAX: 732-542-4552

THIS AGREEMENT, made this _____ day of _____ by _____ and _____ between the **MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS**, a non-profit, charitable organization under State and Federal laws, having principal offices at 260 Wall Street, Eatontown, New Jersey, hereinafter referred to as the "SPCA" and the City of Asbury Park, a municipal corporation of the State of New Jersey, having principal offices at 1 Municipal Plaza, Asbury Park NJ 07712, hereinafter, referred to as the "Municipality".

WHEREAS, the Municipality wishes to retain the services of the SPCA for animal control for a period beginning the 1st day of January, 2017 and ending on the 31st day of December,

NOW THEREFORE, in consideration of the mutual agreements set forth below, it is agreed that:

1. The SPCA shall make their services as independent contractor, as an animal service provider, as hereinafter described, available to the Municipality on a daily basis, during standard business hours, as needed, five (5) days a week. Weekends, Holidays and Night emergency services (after standard day time business hours), will also be provided when necessary on the terms stated bellow. Services are defined as the rescue, custody and care of injured animals, trapped animals, sick animals, animals whose lives are

endangered or animals present a danger to humans, including those who have bitten a person.

For the purpose of this Agreement, marine mammals, feral cat colonies and dead deer are specifically excluded, neither shall the SPCA trap, rescue, or relocate or care for geese unless same is in need of veterinary care.

Upon the Municipality's request, or in the case for the need of animal humane and/or Services as defines herein, feral cat colonies will remain the responsibility of the person "caretaker" caring for the cats. If there is a sick, rabid, or injured cat, the SPCA will provide services and assistance, and shall be entitled to be reimbursed for all the costs and expenses to said feral cat colony. If the colony is abandoned by the caretaker and the SPCA is called to remove any and/or care for the colony, the costs and expenses incurred by the SPCA will be in addition to the cost for Services and will be the responsibility of the Municipality. If the Municipality enters into a Memorandum of Understanding (MOU) with the SPCA for the purpose of TNR, then all terms of the MOU shall be set forth as agreed upon by the SPCA and the Municipality and shall supersede certain terms in the contract.

2. The Municipality will pay the SPCA the sum of \$56,400.00 said sum to be prorated on a monthly basis of \$4,700.00. Payment for all services, including additional costs and expenses as stated herein, and unless express terms to the contrary are agreed, are due thirty (30) days after presentment of invoice and/or Municipality voucher executed by appropriate party, time is of the essence.
3. It is expressly understood, except as otherwise stated, the services include all the costs and expenses incurred by the SPCA or its animal control officer in the maintenance of custodial facilities and vehicle to be used by the animal control officer.

4. Upon a request from the Municipality, the SPCA shall respond to an emergency as defined herein. Emergency veterinary treatment will be provided to an ill or injured animal as required by the State Law regulation. The SPCA reserves the right in its sole discretion to determine that if the animal requires transportation to an emergency clinic on nights, weekends, or holidays, when our own veterinarians are not available.

If there is no known owner, the cost of in house services shall be covered by the SPCA any expense incurred by the SPCA for outside veterinary services will be the responsibility of the Municipality. If the owner is known, the cost and expenses will be bore by the owner.

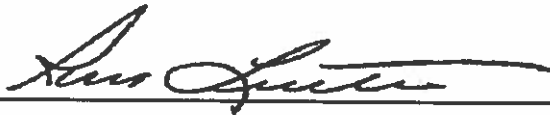
5. The SPCA shall, at the request of an owner of an unwanted animal, render assistance in delivery of said animal to an appropriate humane shelter, including a shelter maintained by the SPCA. The SPCA will be paid for the cost and expenses of such assistance, which shall be the responsibility of the owner.
6. The SPCA shall use reasonable efforts to impound any stray, abandoned or unlicensed dog or cat, running at large on public property within the municipality. When such impoundment occurs, the dog or cat shall be put up for adoption or humanly disposed of, at the sole and exclusive discretion of the SPCA, after seven (7) day statutory hold period. It is expressly understood, once the SPCA accepts any animal and takes it into custody; it shall become the property of the SPCA for the disposition a stated above. The SPCA Animal Control Officer (ACO) or SPCA Humane Law Enforcement Officer shall issue summons for Municipal Ordinances and NJ Title 4 pertaining to all animals laws that apply under the scope of the ACO's employment. (ie: Dog/Cat licensing, animals running at large, dangerous dog)

7. Upon proof of ownership, any person may redeem his/her animal from the SPCA upon payment to the SPCA and shall be responsible to pay for any vaccinations and/or necessary medical treatment that the medical team deemed necessary. Additionally, the SPCA is entitled to charge a \$4.00 (4:19-15.16.g(3)) per day charge per State Law for the first seven days (7) and the owner of the animal shall be responsible for that fee. Once the ownership is established, and the animal is no longer a stray, regular boarding rates at \$20.00 per day shall be paid to the SPCA by the owner prior to the release of the animal. No release or redemption shall be honored unless the owner provides proof of ownership and produces a current municipal dog/cat license if applicable. If an animal is unclaimed after seven (7) days, the SPCA shall by law take ownership of the animal and offer the animal for adoption, humanly disposed or any other disposition that the SPCA deems humanely appropriate.
8. Any stray dog, cat or any other animal taken into the custody of the SPCA and charged with biting a human being, shall be quarantined for the required period of ten (10) days. The cost and expenses incurred during this period shall be the responsibility of the owner. If no known owner, the costs shall be absorbed by the SPCA.
9. Transportation of the head of the animal suspected of rabies to the State department shall be provided by the SPCA under the condition that the said animal expired on the premises before the ten (10) day quarantine period referred to above. The fee for removal of the head and deliver for rabies examination will be paid by the owner of the animal or absorbed y the SPCA if the owner is unknown.
10. The animal control officer shall be an employee of the SPCA. The SPCA shall indemnify and hold the Municipality harmless from and against any damage caused by the animal control officer, expressly excluded damage caused by the animal.

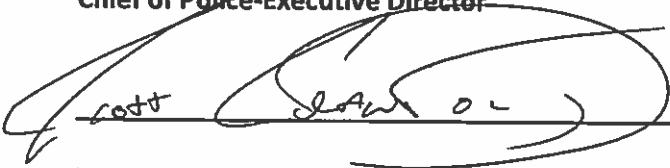
11. Removal of an animal, including wildlife, inside a home, apartment building, garage, roof, etc., "residence", is not covered under this agreement. The SPCA reserves the right to answer/respond to those calls, however, the owner of the premises will be charged \$90.00 per hour during standard business hours and \$118.00 after standard hours. If the nature of the call is deemed by a police officer to pose a public safety risk, the SPCA shall respond.
12. The SPCA shall not be responsible for handling deer or any wildlife carcasses, however the SPCA shall retrieve infirmed/ injured deer or wildlife at the SPCA's discretion.
13. The Municipality will be charged at an additional charge, a boarding fee of \$20.00 per day, payable monthly, for any animal which, upon request of the Municipality as part of a court process or upon order from a court shall impound an animal. The Municipality agrees to expressively seek reimbursement from the costs uncured by the SPCA as any judgement from the owner, in the absence as such; the costs shall be the responsibility of the Municipality.
14. The signatory of this document represents that it/he/she possess the requisite authority to bind the public entity further represents the execution of the Agreement is authorized by Municipality.
15. Except for non-payment, this Agreement contract may be determined during the Term by either party upon sixty (60) days written notice by Certified Mail, Return Receipt Requested, to the other party, in its sole discretion the terminating party may provide an opportunity to cure.
16. It is expressively agreed that the SPCA is not obligated to incur any cost, expense or legal fees as a consequence of the failure of the Municipality to timely and fully remit all payment due hereunder; such costs, expenses, legal fees shall be the sole responsibility of the Municipality.
17. The Parties hereto shall indemnify and hold the other harmless from and against any claim, award, cost, expense by any third party, not affiliated in any way employed by either party for any damage or injury caused by the act or omission of the indemnifying party or its agents.

THIS AGREEMENT is a sole expression of the understanding between the parties and may only
be modified by a written amendment signed by both parties.

MONMOUTH COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

BY: 

Ross Licitra
Chief of Police-Executive Director



WITNESS

MUNICIPALITY City of Asbury Park

BY: _____

ATTEST

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Solicitation Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN –

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): ROSS LICHTEN Signature: [Signature]
 Title: EXECUTIVE DIRECTOR Date: 12-21-16
 Name of Company: MONMOUTH CO. SPCA City/State/Zip: EATONTOWN, NJ 07729

FINANCE DEPARTMENT

DIVISIONS:

ACCOUNTS AND CONTROL
PURCHASING
PAYROLL
TAX ASSESSMENT
TAX COLLECTION
INFORMATION SYSTEMS

CITY COUNCIL**JOHN B. MOOR, MAYOR****AMY QUINN, DEPUTY MAYOR**

YVONNE CLAYTON

JESSE KENDLE

EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER

JOANN BOOS, CFO

**CITY OF ASBURY PARK
CERTIFICATION OF FUNDS**

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account 7-01-25-240-000-205 of the City of Asbury Park to approve Animal Control Services in the amount of \$56,400.00 (Fifty-six thousand four hundred and zero cents).

With: Monmouth County SPCA

For: Animal Control Services

In line item appropriations) as follows:
7-01-25-240-000-205

Contract period: N/A

Contract amount: \$56,400.00

Amount certified: \$56,400.00

Dated: December 28, 2016

JoAnn Boos, Chief Financial Officer

City of Asbury Park
Resolution Date 12/28/16

Attachment: Animal Control Services (2016-488 : Authorizing award to SPCA for Animal Control)

**ASBURY PARK ENGINEERING DEPARTMENT
SUMMARY OF ACTIVITIES (2004 – PRESENT)**

Attachment: Animal Control Services (2016-488 : Authorizing award to SPCA for Animal Control)



RESOLUTION NO. 2016-489

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

**A RESOLUTION OF THE CITY OF ASBURY PARK RELEASING THE
PERFORMANCE BOND FOR 600 GRAND STREET, 405 MONROE AVENUE, 410-412
SEWELL AVENUE, BLOCK 3205, LOTS 13-15 (FORMALLY KNOWN AS LOTS 1-12)
AT GRAND, SEWALL, & MONROE AVENUES & HECK STREET AND ACCEPTING
MAINTENANCE GUARANTEE**

WHEREAS, InSite Engineering, LLC has inspected 600 Grand Street, 405 Monroe Avenue, 410-412 Sewell Avenue, Block 3205, Lots 13-15 (formally known as Lots 1-12) at Grand, Sewall, & Monroe Avenues & Heck Street; and

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

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

WHEREAS, it is the recommendation of the InSite Engineering, LLC that the City of Asbury Park release the Performance Guarantee in the amount of \$84,163.00 and upon a posting of the two (2) year Maintenance Guarantee in the amount of \$12,624.45, provided that the release of the Performance Bond is contingent upon the payment of all outstanding escrow invoices.

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park, assembled in public session this 28th day of December, 2016, that the performance guarantee in the amount of \$84,163.00 be released for the improvements described above and accept a two (2) year maintenance guarantee of \$12,624.45 as well.

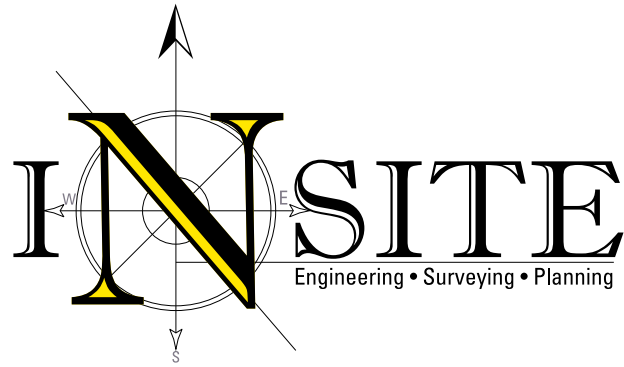
BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the CFO, InSite Engineering, LLC, Planning Board Secretary and applicant for their information and attention.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-489 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK

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



Via Email: Barbara.VanWagner@CityofAsburyPark.com

December 16, 2016

Subject: **PERFORMANCE GUARANTEE → MAINTENANCE GUARANTEE**
Preliminary and Final Major Site Plan & Subdivision
 Block 3205, Lots 1-12; Grand, Sewall, & Monroe Avenues & Heck Street
 City of Asbury Park, Monmouth County, NJ

Ms. Van Wagner:

In accordance with our July 18, 2016 “FINAL INSPECTION – BUILDINGS #1 -#4” letter to you, we find the site improvements complete for the above-referenced development project. Therefore, in accordance with NJSA 40:55D-53, we recommend releasing the applicant’s Performance Guarantee.

The construction cost estimate itemized in our August 3, 2015 “Performance Guarantee & Inspection Fees” letter to you was \$84,163.00 (as related to public improvements). In accordance with NJSA 40:55D-53a(1), the applicant therefore posted a Performance Guarantee in the amount of \$100,995.60 (i.e. 120% of the construction cost estimate).

In accordance with NJSA 40:55D-53a(2), the City Mayor and Council may now require the applicant to post a Maintenance Guarantee in the amount of \$12,624.45 (i.e. 15% of the construction cost estimate).

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

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

InSite Engineering, LLC

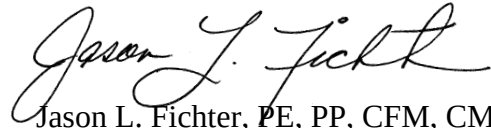
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Performance Guarantee → Maintenance Guarantee
 City of Asbury Park Planning Board
 City of Asbury Park, Monmouth County, NJ

Page 2 of 2
 December 16, 2016
 Block 3205; Lots 1-12

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

Sincerely,
InSite Engineering, LLC



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

InSite Job # 14-580-08

cc: Jack Serpico, Esq., Planning Board Attorney
 Herb Fehrenbach, Planning Board Chairman
 Michele Alonso, City Planner
 Frederick C. Raffetto, Esq., City Attorney

JserpicoLaw@aol.com
 Herb@Townsmen.co
 Michele.Alonso@cityofasburypark.com
 fcr@ansellgrimm.com

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RESOLUTION NO. 2016-490

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

AUTHORIZING THE CITY OF ASBURY PARK TO GRANT A LICENSE TO PERMIT IMPROVEMENTS IN AN AREA OF THE CITY RIGHT-OF-WAY ADJACENT TO THE PROPERTY LOCATED AT 901-911 ASBURY AVENUE, BLOCK 403, LOT 8

WHEREAS, H4 Holdings LLC (the “Property Owner”) is the owner of the property located at 901-911 Asbury Avenue, more commonly known and designated as Block 403, Lot 8, on the Asbury Park City Tax Map (the “Property”), which is located in the B-2 Main Street Retail Sales and Service District; and

WHEREAS, the Asbury Park Zoning Board of Adjustment as part of a Use Variance and Site Plan approval required the Property Owner to construct an in irrigation system, install landscaping, and install two stops signs in areas of the public Right-Of-Way (ROW); and

WHEREAS, the approved landscaping plan, Zoning Board of Adjustment Resolution dated September 27, 2016 and Resolution Compliance Review Report from the Zoning Board of Adjustment Engineer dated November 29, 2016 outlining the requirement is attached; and

WHEREAS, the applicant shall also consult with the Asbury Park Environmental Shade Tree Commission on the proposed tree and plant species; and

WHEREAS, with respect to the within application, the Mayor and Council have determined the following:

- (1) The proposed construction does not appear to involve a detriment to the public good; and
- (2) The proposed improvements will not interfere with use of the sidewalk area by the public as more than five feet of sidewalk shall remain; and

WHEREAS, the City is willing to grant a revocable license to the Property Owner in order to construct the proposed irrigation system, trees and landscaping and stop signs in accordance with the representations set forth in the attached request; and

WHEREAS, the grant of this license shall be for nominal consideration; and

WHEREAS, the Mayor and City Council do not wish for the granting of this license to serve as a precedent for further encroachments into the City’s ROW areas elsewhere in the City

but, rather, declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the proposed encroachments.

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

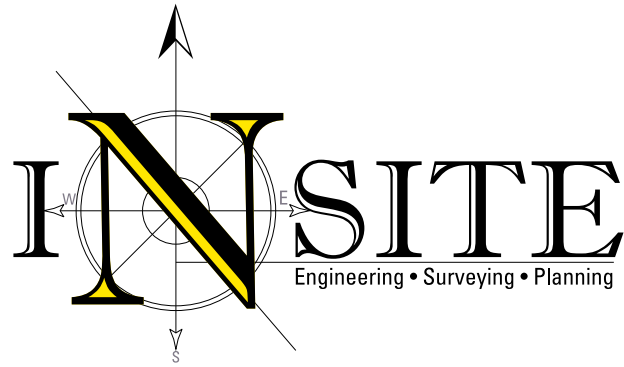
1. That, subject to the provisions set forth herein, the City hereby grants a license to construct and maintain an irrigation system, landscaping and trees and two stop signs in accordance with the representations set forth in the attached request and upon consultation with the Asbury Park Environmental Shade Tree Commission, within an area of the City's ROW.
2. That the approval of this license shall be revocable at the will of the City.
3. That all other terms and conditions relating to the license herein granted shall be set forth in a License Agreement (the "Agreement"), to be executed by the Property Owner and the City, which Agreement shall be in a form satisfactory to the City Manager and City Attorney.
4. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the said Agreement for the purposes set forth above.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) H4 Holdings LLC
 - (b) Michael Capabianco, City Manager
 - (c) Michele Alonso, City Planner
 - (d) Barbara Van Wagner, Assistant Planner
 - (e) Frederick C. Raffetto, Esq., Municipal Attorney

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-490 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK

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



Via Email: Barbara.VanWagner@CityofAsburyPark.com

November 29, 2016

Subject: **Resolution Compliance Review - Major Site Plan**
 Block 403, Lot 8; 909 Asbury Avenue
 City of Asbury Park, Monmouth County, NJ

Ms. VanWagner:

In accordance with your request, we have reviewed the application by H4 Holdings 901-911, LLC for the above-referenced property. A list of documents provided to InSite is included at the end of this review letter.

PROJECT DESCRIPTION

The 24,750 square foot subject property is located within the B2 (Main Street Commercial) Zone on the northwest corner of Asbury Avenue (AKA Monmouth County Route 16) and Memorial Drive. It is surrounded by a mix of industrial, commercial, and residential uses with Asbury Avenue to the south and an existing used car lot with Memorial Drive beyond to the east. A chain link fence, which encroaches into the right-of-way, separates the development from the existing car lot. The property is completely covered with impervious surfaces consisting of three (3) buildings (#1, #2, & #3) and a mix of asphalt and concrete. Building #1 is a two-story structure located on the north end of the property, and Buildings #2 & #3 are one-story structures located on the center and east portions of the property, respectively.

The applicant intends to develop the property in two (2) phases:

➤ Phase I

Phase I will consist of the development of the site that is directly appurtenant to Buildings #1 and #3. Building #1 will be converted to live/work units with studio space on the first floor and living areas on the second floor. Building #3 will remain unchanged. The remaining portions of this area will be resurfaced and delineated to fit nine (9) spaces for Building #1 and seven (7) spaces (including one handicap) along Building #3. The applicant also indicates eight (8) available interior garage spaces within Building #1, and denotes two (2) of the nine (9) exterior spaces for electric vehicle parking. In addition to the new parking areas, two-way driveways will also be created at both Memorial Drive and Asbury Avenue with two-way circulation aisles along both

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buildings connecting them. Other appurtenant features to this phase include a trash enclosure, landscaping and lighting, and site signage. The car lot will remain during construction of this phase.

➤ Phase II

Phase II will consist of the conversion of the existing car lot to new parking and circulation areas appurtenant to Building #2. The existing pavement will be resurfaced and delineated to fit six (6) spaces along the front of Building #3 (including one handicap space). The one-way circulation aisle, running counter-clockwise around Building #2, will connect the two phases. Appurtenance features to this phase will include landscaping and lighting measures, site signage installation, and drainage inlet with concrete drywell to capture surface runoff. The drywell will be open-bottomed to promote infiltration and will have an overflow which connects to the existing City system via a new eight (8") HDPE pipe.

Off-tract improvements for both Phases I & II will include new concrete sidewalk along both frontages, ADA ramps at the development street corner, and landscaping measures.

The applicant is seeking variances for existing non-conforming rear yard setbacks. Additionally, while commercial development and upper story residences are permitted uses within the B2 Zone, only four (4) apartments are allowed on any commercial property. The applicant is proposing seven (7) units within Building #1. As such, Major Site Plan Approval from the City of Asbury Park Zoning Board is required.

COMPLETENESS REVIEW

5. *Existing manholes, sewer lines, fire hydrants, water lines, utility poles, and all other topographic features of a physical or engineering nature within 200 feet of the subject property have not been provided. We have no issue with the Board granting a waiver for this item for the purpose of completeness. However, the existing utility lines/features within both frontages should be added to the Grading and Utility Plan. The nearest fire hydrants should be identified as well. Site Plan Checklist – Part B #8*

The applicant has added manholes, utility poles, hydrants and water/gas valves to the plan. The applicant shall add sewer lines and water lines that are present within both frontages.
NOT SATISFIED

10. *Inverts at the existing inlet within Asbury Avenue have not been provided. Capacity calculations and tributary drainage maps for the proposed HDPE have also not been provided. We have no issue with the Board temporarily waiving these requirements for the purpose of completeness, but this information must be added to the plans prior to final Board approval. Please also note that jurisdiction over improvements within Asbury Avenue will belong to Monmouth County. Site Plan Checklist – Part B #14*

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The applicant shall update the survey accordingly and provide capacity calculations. **NOT SATISFIED**

11. *Soil boring and/or test pit logs have not been provided. This information would be appropriate for determining the seasonal high groundwater elevation with respect to the drywell bottom, as well as determining the suitability of the subgrade to infiltrate the anticipated runoff. However, we recommend the drywell be removed from the plan and the proposed 'B' inlet connect directly to the existing system via a fifteen (15") inch HDPE pipe. We have concerns over the longevity of a drywell in the parking lot. Please also note that jurisdiction over improvements within Asbury Avenue will belong to Monmouth County. Site Plan Checklist – Part B #17*

The applicant's stormwater analysis is subject to Monmouth County review and approval. **ON GOING**

ZONING REVIEW

We defer a full and comprehensive zoning review to the City Planner. However, the applicant will be required to provide testimony in support of all requested variances and/or waivers.

DEVELOPMENT REVIEW

The following are comments related to the City's Development Standards as applicable to our review of the proposed improvements:

25. *An owner consent block should be added to the cover sheet of the site plans, in addition to the other approval signature blocks. §30-55.5(f)*

Signature blocks should be added to the Engineer's plan. **NOT SATISFIED**

27. *Truck turning exhibits have not been provided. The applicant should provide testimony with respect to trash, loading, and emergency vehicles accessing the site, noting that exhibits may be required. The applicant should also provide testimony regarding their intention to provide fire lanes for emergency vehicle access. In the event that pavement markings and/or signage is required, details and locations of all such required methods should be added to the plans. §30-56.2.*

The applicant must provide a truck turning plan(s). **NOT SATISFIED**

30. *All proposed pavement and pavement repair within the right-of-way shall conform to this section of the ordinance. Details for pipe bedding and pavement repair for the proposed utility connections should also be added to the plans. Additionally, all pavement repair details should indicated infrared pavement repair. Please also note that Monmouth County specific details will be required for improvements within Asbury Avenue. §30-57.2b*

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Details shall be revised to indicate that all pavement repair via infrared. Asbury Avenue is also subject to Monmouth County approval. **NOT SATISFIED**

37. *Parking signage locations and details identifying the electric vehicle stations should be added to the plans. §30-59.12*

Applicant shall provide details of the electric vehicle station signs. **NOT SATISFIED**

38. *The minimum aisle dimension for ninety (90) degree parking and nine (9) foot stall widths is twenty-three (23') feet. The applicant is proposing aisle widths under this requirement within the aisle along Building #2. A design waiver and/or variance will be required. Testimony with respect to this deviation should also be provided. The applicant may also wish to consider adding wheel stops to the parking spaces along Building #2, decrease the sidewalk width along the building to four (4') feet, and increase the drive aisle to twenty-three (23') in order to meet the requirement. This would also allow vehicles parking in this area to access the Asbury Avenue driveway. §30-59.12d.1*

The applicant has decreased the sidewalk width to four (4') feet and increased the drive aisle to twenty-three (23') feet, however concrete wheel stops shall be added to the plan in all parking spots that abut the four (4') sidewalk. **NOT SATISFIED**

CONSIDERATIONS

43. *The Engineering Plans indicate that they are for grading and utility design only. However there are non-utility and grading details/specifications provided on this plan set which are only depicted on the architectural plans. For ease of reference during the review and construction phases, all site features (i.e. parking signage/location/details, inlet locations/details, trash enclosure details, curb, sidewalk, utilities etc.) should be streamlined on both plan sets to ensure that the proper details are associated with the proper site layouts.*

The Engineer's and Architect's plans shall be made consistent. **NOT SATISFIED**

OTHER APPROVALS

The applicant shall be responsible to obtain all other permits as required for the proposed development, including but not limited to:

- *Monmouth County Planning Board*
- *City Fire Official*
- *Freehold Soil Conservation District*

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CONDITIONS OF THE RESOLUTION OF APPROVAL

2. Per Resolution Condition #2, the applicant must comply with factual findings 3-9 from the Resolution. **ON GOING**
4. City Council approval is required for improvements within the City ROW. **NOT SATISFIED**
5. A copy of the deed restriction for the garage parking space in Unit H5 must be submitted to the Board Attorney and Engineer for review and approval. **NOT SATISFIED**
6. Please refer to condition #38, above. **NOT SATISFIED**
7. When the used car tenant vacates the premises, the existing fence that encroaches into the ROW shall be removed. A note shall be added to the demolition plan accordingly. **NOT SATISFIED**
8. Please refer to Resolution condition #4. **NOT SATISFIED**
10. The applicant must provide proof of payment for City sewer connection fees, or written confirmation that fees are not required. **NOT SATISFIED**
14. The applicant must post the performance guarantee and inspection fees prior to the Board signing the plans. **NOT SATISFIED**
20. The applicant must provide a truck turning plan to demonstrate the feasibility of parallel parking within the eastern drive aisle, parallel to Memorial Drive. **NOT SATISFIED**
21. The plans must be revised to indicate all roof leaders draining to the interior of the site and ultimately discharging to the ROW. Roof leader discharge shall not be permitted to drain to neighboring properties. **NOT SATISFIED**
22. The plans shall be revised to indicate screening of the gas meters from public view. **NOT SATISFIED**

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City of Asbury Park – Zoning Board
Resolution Compliance Review – Major Site Plan
City of Asbury Park, Monmouth County, NJ

Page 6 of 8
11/29/16
Block 403; Lot 8

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

Sincerely,
InSite Engineering, LLC



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

Attachment A: Documents Reviewed

cc: Keith Zyla, Board Chairman
Jack Serpico, Esq, Board Attorney
Elizabeth McManus, PP, AICP, LEED, AP
Jay Harman, Applicant
Bradford Batcha, Applicant's Attorney
Robert G Dooley, Jr., RA, Applicants Architect

keith@townsmen.co
JserpicoLaw@aol.com
bmcmanus@cchnj.com
harmanj@optonline.net
brad@batchalaw.com
rgdarchitect@gmail.com

InSite Job # 16-442-11

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Attachment A: Documents Reviewed

Received 06/14/16

1. One copy of a survey entitled “Plan of Survey,” being dated 11/20/15, with no current revisions, totalling one (1) sheet, as prepared Charles O’Malley, P.L.S.; and
2. One (1) copy of a plan entitled “Proposed Building Renovations for H4 Holdings 901-911, LLC, 909 Asbury Avenue, Asbury Park, New Jersey, Lot 8, Block 403,” being dated 4/13/16, with the most recent revision being dated 5/4/16, totalling six (6) sheets, as prepared by Robert G Dooley Jr Architect.

Received 07/20/16

1. One (1) signed and sealed copy of a plan entitled “Proposed Building Renovations for H4 Holdings 901-911, LLC, 909 Asbury Avenue, Asbury Park, New Jersey, Lot 8, Block 403,” being dated 4/13/16, with the most recent revision being dated 7/13/16, totalling eight (8) sheets, as prepared by Robert G Dooley Jr Architect.
2. One (1) signed and sealed copy of a plan entitled “H4 Holdings 901-911 LLC, 909 Asbury Avenue, Tax Lot 8 – Block 403, City of Asbury Park, Monmouth County, New Jersey,” being dated 7/14/16, with no current revisions, totalling three (3) sheets, as prepared by ACS, LLC.

Received 11/17/16

1. One (1) signed and sealed copy of a plan entitled “Proposed Building Renovations for H4 Holdings 901-911, LLC, 909 Asbury Avenue, Asbury Park, New Jersey, Lot 8, Block 403,” being dated 4/13/16, with the most recent revision being dated 10/25/16, totalling ten (10) sheets, as prepared by Robert G Dooley Jr Architect.
2. One (1) signed and sealed copy of a plan entitled “H4 Holdings 901-911 LLC, 909 Asbury Avenue, Tax Lot 8 – Block 403, City of Asbury Park, Monmouth County, New Jersey,” being dated 7/14/16, with the most recent revision being dated 11/04/16, totalling three (3) sheets, as prepared by ACS, LLC.
3. One (1) copy of a survey entitled “Plan of Survey,” being dated 11/20/15, with no current revisions, totalling one (1) sheet, as prepared Charles O’Malley, P.L.S.
4. One (1) copy of a report entitled “Status Update – Site Remediation in Area of Former USTs and Regulatory Compliance,” being dated 12/5/13, with no current revisions, as prepared by Brinkerhoff Environmental Services, Inc.
5. One (1) copy of a letter from the City Fire official dated 11/2/16.

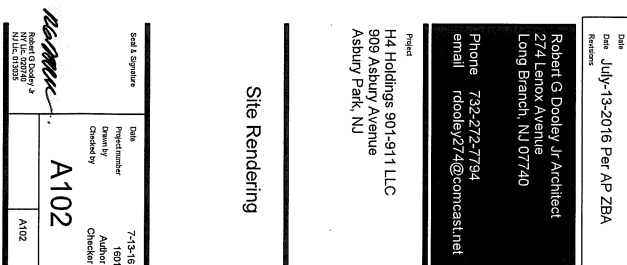
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6. One (1) copy of a report entitled “Drainage Report, 909 Asbury Avenue, Block 403 – Lot 8, Asbury Park NJ,” being dated 11/2/16, with no current revisions, as prepared by Anderson Consulting Services, LLC.
7. One (1) copy of Electronic Mail Correspondence with the City Shade Tree Commission.

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APPLICANT: H4 Holdings, LLC
APPLICANT'S ATTORNEY: Frank Batcha, Esq.
APPLICATION NO.
BLOCK 403 LOT 8; 901-911 Asbury Avenue
ZONE: B-2 Main Street Retail Sales & Service District

**RESOLUTION OF THE ZONING BOARD OF ADJUSTMENT
OF THE CITY OF ASBURY PARK**

GRANTING OF USE AND BULK VARIANCES, DESIGN WAIVERS,
PRELIMINARY AND FINAL MAJOR SITE PLAN APPROVAL FOR PHASE I OF
THE PROJECT AND VARIANCES, DESIGN WAIVERS AND PRELIMINARY
SITE PLAN APPROVAL FOR PHASE II OF THE PROJECT

WHEREAS, H4 Holdings, LLC, hereinafter referred to as the "applicant" filed an application with the Zoning Board of Adjustment of the City of Asbury Park (hereinafter referred to as the "Board") seeking the following:

1. The subject property is located on Asbury Avenue at the northwest corner of Asbury Avenue and Memorial Drive. The site is 24,750 square feet in area and contains or is developed with three existing structures and a paved area. Building #1, which is located on the north side of the property is currently unoccupied. Building #3, which is located on the west side of the property is not in use and Building #2, which is located in the center of the property currently is used for used car sales along with the paved surface area at the site.

The site is covered by buildings, concrete and asphalt. There is a six-foot chain link fence along Asbury Avenue and Memorial Drive. The northerly property line contains a barbed wire fence. The site also

3. The following bulk variances are required for this project:
- a. The required minimum front yard setback is 10 feet, whereas the existing front yard setback on Asbury Avenue is 0 feet. This is a pre-existing condition.
 - b. The required minimum side yard setback is 5 feet, whereas the existing side yard setback is 0.2 feet. This is a pre-existing condition.
 - c. The required minimum rear yard setback is equal to 10% of the lot depth which is 15 feet, whereas the existing rear yard setback is 0.9 feet. This is a pre-existing condition.
4. The following design waivers are required for this project:
- a. Ordinance 30-59.11, requires the front yard area between the street and the required front yard setback to be landscaped with lawns or other appropriate plantings. Since there is no front yard setback provided for this project, there is no landscaping.
 - b. Ordinance 30-59.12.d, requires drive aisle widths to be a minimum of 23' for 90 degree parking spaces. The applicant has proposed 22' aisles.
 - c. Ordinance 30-59.11, requires all onsite parking to be located to the rear of the front yard area which is 10 feet from the property line. Ninety-degree parking spaces are proposed to abut the property line on Asbury Avenue.
 - d. Ordinance 30—59.14.f, requires all parking areas to contain a minimum of 10% of the area landscaped. The applicant is proposing less than 10%.
 - e. Ordinance 30-63.3.d, prohibits barbed wire fences. There is an existing

contains sidewalks, a raised concrete platform and gates for access to the site.

2. The applicant is proposing to develop the site in two phases. Phase I will consist of renovating Building #1 to contain live/work spaces and 7 apartment units. Building #3 will be upgraded and used as a retail location for one of the applicant's commercial ventures. The applicant also proposes new striping for the parking lot area, new landscaping and additional site improvements as depicted on the plans and maps submitted into evidence at the public hearings for this application which plans, maps and testimony in support thereof are adopted herein in full by reference thereto.
3. Phase II will consist of renovations to Building #2, after the current tenant (used car sales) vacates the premises as indicated Jay Harmon, a principal of the applicant. Mr. Harmon testified that the current tenant will be vacating the premises within 15-30 months from August, 2016. Additional site improvements are proposed for Phase II as depicted on the plans, maps and testimony referred to above.
4. The following use variances are required for this project:
 - a. A "d-1" use variance – Live/work studios are not a permitted principal use in the B-2 district (Building #1)
 - b. A "d-2" use variance – The proposed alterations to the site involving the existing used car dealership constitutes an expansion of a nonconforming use.

barbed wire fence along the northerly property line.

f. Ordinance 30-57.12.c, requires small trees (up to 30' in height) to be located 30 to 40 feet apart. The applicant is proposing to locate Flowering Plum trees along Asbury Avenue and Memorial Drive 20 to 27 feet apart; and

WHEREAS, the application pertains to the property located at 901-911 Asbury Avenue, in the City of Asbury Park, New Jersey (hereinafter referred to as the "premises"); and

WHEREAS, all notice requirements were satisfied by the applicant and the Board had jurisdiction to hear, consider and determine the application at issue; and

WHEREAS, the Board considered this matter at a public hearings held on June 21, August 9 & 23, 2016; and

WHEREAS, the Board having given due consideration to the evidence and the testimony presented at said hearings, does hereby make the following findings of fact:

- 1). The premises are located in the B-2 Main Street Retail Sales and Service District.
- 2.) There is currently an automobile sales operation or business located on the property that is a nonconforming use.
- 3.) The applicant is proposing to redevelop this property in two phases as outlined above.

15.) The Board accepts the testimony of the applicant's other professional witnesses for the site plan aspects of this application, subject to compliance with Board recommendations and/or conditions hereinafter set forth; and

WHEREAS, the Board finds that the applicant has sustained its burden of proof for the variances and waivers requested for this project and for preliminary and final site plan application approval for Phase I of this project and preliminary site plan approval for Phase II of this project subject to compliance with Board imposed recommendations and/or conditions hereinafter set forth; and

WHEREAS, the Board finds that the applicant has met the positive and negative criteria required for the variances and design waivers based on the findings of fact of this Board set forth above.

NOW, THEREFORE, BE IT RESOLVED, that the Board adopts the aforesaid findings of fact in favor of granting the application for the variances and design waivers for the project and preliminary and final site plan approval for Phase I and preliminary site plan approval for Phase II subject to the applicant complying with the following conditions:

1). All of the testimony of the applicant's witnesses and evidence submitted in support of the application at the public hearing of this application are hereby incorporated herein in full by reference thereto.

2.) The factual findings of this Board numbers 3 through 9 are incorporated herein as conditions attached to the approvals that must be complied with by the applicant.

4.) The principal of the applicant, Jay Harmon testified that the used car operation will vacate the premises within 15-30 months from August, 2016 and that the premises will not be used in the future for used car sales. In the event the tenant does not vacate on a timely basis, the applicant will evict the tenant.

5.) As per the testimony of Jay Harmon the landscaping plan for building # 2 will be submitted to the Board for approval in early to mid- 2017.

6.) As per the testimony of Jay Harmon all signage for the premises will comply with applicable City Ordinances and will be submitted to the Board (if required) for its review and approval in the future.

7.) All trash and recyclables will be removed by private hauler at least one time per week or more often if necessary depending on the uses at the site.

8.) Based on the multiple phasing of the project the applicant understands and accepts the possibility that amendments to the preliminary and final site plan approval hereinafter granted for Phase I and the preliminary site plan approval hereinafter granted for Phase II may be necessary depending on the nature and scope of the future improvements proposed at the site by the applicant. Amendments to the variances and design waivers hereinafter granted may also be necessary depending on the future improvements proposed at the site by the applicant.

9.) The Board accepts the testimony of the applicant's witnesses that pertains to the adequacy of the proposed parking arrangements for the live/work units. A total of eight garage spaces and nine surface spaces are provided for

the live/work units. Three of the garage spaces are dedicated to Suite H. The surface space nearest Suite A will be reserved for that unit via signage or pavement markings. Per Ordinance 30-59.5, retail uses require one parking space per 250 square feet of floor area; building #2 contains 1,456 square feet of area, therefore six spaces are required. Building #3 contains 1,372 square feet, therefore six spaces are required for that building. The applicant has provided thirteen spaces for buildings #2 and #3 where twelve spaces are required therefore the requirements of the Ordinance are satisfied.

10.) Based on the testimony of the applicant's witnesses and particularly the applicant's planner, the Board finds that the site is particularly suited for the proposed uses once the used car sales operation is removed and that the applicant will suffer an undue hardship if the application is denied.

11.) Many of the Zoning deficiencies and inconsistencies with the City Master Plan will be abated once the used car sales operation is removed and the proposed and future site improvements are constructed.

12.) The Board finds that there will not be any substantial negative impact on the immediate area or neighborhood or the Master Plan by granting the use and bulk variances.

13.) The Board finds that the design waivers requested are reasonable and necessary for the project.

14.) The Board accepts the testimony of applicant's planner as the factual and legal basis for the granting of the use and bulk variances and the design waivers.

15.) The Board accepts the testimony of the applicant's other professional witnesses for the site plan aspects of this application, subject to compliance with Board recommendations and/or conditions hereinafter set forth; and

WHEREAS, the Board finds that the applicant has sustained its burden of proof for the variances and waivers requested for this project and for preliminary and final site plan application approval for Phase I of this project and preliminary site plan approval for Phase II of this project subject to compliance with Board imposed recommendations and/or conditions hereinafter set forth; and

WHEREAS, the Board finds that the applicant has met the positive and negative criteria required for the variances and design waivers based on the findings of fact of this Board set forth above.

NOW, THEREFORE, BE IT RESOLVED, that the Board adopts the aforesaid findings of fact in favor of granting the application for the variances and design waivers for the project and preliminary and final site plan approval for Phase I and preliminary site plan approval for Phase II subject to the applicant complying with the following conditions:

1). All of the testimony of the applicant's witnesses and evidence submitted in support of the application at the public hearing of this application are hereby incorporated herein in full by reference thereto.

2.) The factual findings of this Board numbers 3 through 9 are incorporated herein as conditions attached to the approvals that must be complied with by the applicant.

19.) Subject to compliance with the findings of fact and the conditions enumerated above the applicant will at a minimum be required to return to this Board for final site plan approval for Phase II of this project.

20.) Parallel parking is required within the drive aisle along Memorial Drive, subject to the applicant submitting a truck circulation plan to Insite Engineering for its review and approval.

21.) All roof leaders shall discharge into the interior of the site and drain into the public right of way.

22.) All gas meters shall be screened from public view.

There was a motion to approve the application by Chairman, Keith Zyla, which motion received a second from Michele Maguire.

The members of the Board who are authorized to vote on this written resolution of memorialization of the action of the Board are those members of the Board who voted in favor of the foregoing Resolution at the public hearing. Those members are: Keith Zyla, Michele Maguire, Christopher Avallone, Russell Lewis and Rick Kniesler.

Yes: *M. Maguire, C. Avallone, R. Kniesler*

No:

Abstain:

Dated: September 27, 2016.

Barbara VanWagner
Barbara VanWagner, Bd. Secretary

11.) All rooftop mechanical equipment will be screened and will not be visible from the street level.

12.) All taxes, fees and escrow accounts shall be current during all phases of this project.

13.) If applicable to this project, this approval is subject to the approval of the Monmouth County Planning Board.

14.) If required by the City of Asbury Park, the applicant will enter into a developer's agreement and post performance bond(s) and inspection fees for the project.

15.) The applicant shall construct or contribute funds for its share of on-site or off-site public or private improvements impacted or necessitated by this project as determined by the City of Asbury Park, Monmouth County Planning Board or any other governmental agency having jurisdiction over this project.

16.) This approval is subject to the approval of any other County, State or Federal Agency having jurisdiction over the project. In the event any other agency having jurisdiction over the project alters the plans and/or approval given to the project by the Zoning Board of Adjustment of the City of Asbury Park the applicant shall so notify the Board and will present to the Board said approvals for review and approval by the Board. This also includes any City agency.

17.) The applicant will adhere to the findings of fact set forth above.

18.) The applicant agrees to comply with the recommendations of the City Fire Official for the project if any.

**LICENSE AGREEMENT FOR ENCROACHMENT INTO AREAS OF THE PUBLIC
RIGHT-OF-WAY ADJACENT TO THE PROPERTY LOCATED AT 901-911 ASBURY
AVENUE (BLOCK 403, LOT 8).**

THIS AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2016, by and between H4 Holdings, LLC, whose address is 901-911 Asbury Avenue, Asbury Park, NJ 07712 (hereinafter “Licensee”), and the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, NJ 07712 (hereinafter “Licensor”).

WITNESSETH:

WHEREAS, Licensor possesses certain ownership and/or control authority over the public right-of-way areas located within the City of Asbury Park (the “City”), including the areas located immediately adjacent to Memorial Drive and Asbury Avenue; and

WHEREAS, Licensee is the owner of the property located at 901-911 Asbury Avenue in the City, which is more commonly known and designated as Block 403, Lot 8 on the Asbury Park City Tax Map (hereinafter referenced as the “Property”); and

WHEREAS, the Property is situated at the northwestern corner of Asbury Avenue and Memorial Drive, and is located in the B-2 Main Street Retail Sales and Service Zoning District; and

WHEREAS, the Asbury Park Zoning Board of Adjustment, as part of a Use Variance and Site Plan approval granted relating to the Property, required the Licensee to construct an irrigation system, as well as to install landscaping and two stops signs (collectively referenced as the “improvements”), all of which are located, either in whole or in part, in areas of the public right-of-way (ROW) adjacent to both Asbury Avenue and Memorial Drive; and

WHEREAS, the Licensee has requested that Licensor allow it to encroach into the public ROW areas along Asbury Avenue and Memorial Drive for the construction and continued presence/maintenance of the improvements; and

WHEREAS, the improvements are depicted and described in more detail in the approved landscaping plan, the Zoning Board of Adjustment Resolution dated September 27, 2016 and the Resolution Compliance Review Report from the Zoning Board of Adjustment Engineer dated November 29, 2016 (collectively referenced as the “approval documents”), all of which are on file in the City Clerk’s Office; and

WHEREAS, the Licensor is willing to allow the construction and continued presence/maintenance of the improvements to encroach into the public ROW under the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below and for good cause and valuable consideration, the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. Licensors hereby grants to Licensee the revocable right to construct the improvements in, on, over and/or above certain portion(s) of the public ROW areas located along Asbury Avenue and Memorial Drive, as more particularly described and depicted in the approval documents. Licensors additionally grants to Licensee the revocable right to utilize portion(s) of the public ROW areas located along Asbury Avenue and Memorial Drive for the continued presence/maintenance of the improvements, as more particularly described and depicted in the approval documents.

2. The within License shall be revocable at the will of Licensors, and Licensee shall have no recourse whatsoever against Licensors if said privilege is revoked at any time and/or for any reason during the course of the within Agreement.

3. Licensee will exercise the privilege granted herein at Licensee's own risk and agrees that it will never claim any damages against Licensors for any injury or damages suffered on account of the exercise of such privilege, regardless of fault or negligence of the Licensors.

4. Licensee shall name Licensors as an additional insured on its general liability insurance policy covering the Property. Licensors further agrees to indemnify and hold harmless the Licensors against any and all liability for damages for personal injuries or otherwise, and expenses resulting from, arising out of, or in any way connected with the exercise of the privilege by Licensee, its successors and assigns.

5. Licensee agrees to consult with the Asbury Park Environmental Shade Tree Commission regarding the proposed tree and plant species to be planted as part of the improvements.

6. Licensee acknowledges that additional approvals may be required from the County of Monmouth (the "County") for use of the public ROW areas located adjacent to Asbury Avenue, as Asbury Avenue is under the County's jurisdiction.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

WITNESS:

H4 Holdings, LLC

Print Name: _____

By: James Harmon

Title: _____

ATTEST:

City of Asbury Park

By: Cindy A. Dye
Title: Municipal Clerk

By: Honorable John Moor
Title: Mayor



RESOLUTION NO. 2016-491

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

AUTHORIZING THE CITY OF ASBURY PARK TO GRANT A LICENSE TO PERMIT AN ENCROACHMENT INTO AN AREA OF THE CITY RIGHT-OF-WAY ADJACENT TO THE PROPERTY LOCATED AT 618 MATTISON AVENUE, BLOCK 2403, LOT 3

WHEREAS, 621 Cookman Avenue Asbury Park LLC (the “Property Owner”) is the owner of the property located at 618 Mattison Avenue, more commonly known and designated as Block 2403, Lot 3, on the Asbury Park City Tax Map (the “Property”), which is located in the Central Business District Redevelopment Plan area; and

WHEREAS, the Property Owner wishes to construct a fire escape over the sidewalk of the public Right-Of-Way (ROW); and

WHEREAS, the fire escape will extend 3’-4” (40”) beyond the rear wall of the building which will be 3’ -8” into the sidewalk area and approximately 9’ 2” tall as illustrated on Page A-4 of plans by RS Architects titled “Renovations to Paranormal Books and Curiosities” dated 10/18/2006; and

WHEREAS, the proposed fire escape shall have minimum impact on the City’s public Right-of-Way (the “ROW”) area; and

WHEREAS, the request set forth by the Property Owner is described in a letter received by the City Manager dated December 19, 2016 (the “request”), a copy of which is attached hereto and made a part hereof; and

WHEREAS, the specifications of the fire escape including its dimensions and locations, etc., are set forth in the attached request; and

WHEREAS, The Property Owner has agreed to retain the two existing ground floor doors fronting Mattison Avenue to retain the look of an active commercial front; and

WHEREAS, with respect to the within application, the Mayor and Council have determined the following:

- (1) The proposed construction does not appear to involve a detriment to the public good; and

- (2) The proposed improvements will not interfere with use of the sidewalk area by the public as the majority of the fire escape will have 9' of clearance over the sidewalk and there is more than five feet of unobstructed sidewalk; and

WHEREAS, the City is willing to grant a revocable license to the Property Owner in order to construct the proposed fire escape in accordance with the representations set forth in the attached request; and

WHEREAS, the grant of this license shall be for nominal consideration; and

WHEREAS, the Mayor and City Council do not wish for the granting of this license to serve as a precedent for further encroachments into the City's ROW areas elsewhere in the City but, rather, declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the proposed encroachments.

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

1. That, subject to the provisions set forth herein, the City hereby grants a license to the Property Owner to construct a fire escape in accordance with the representations set forth in the attached request, within an area of the City's ROW. The ground floor doors shall remain unchanged,
2. That the approval of this license shall be revocable at the will of the City.
3. That all other terms and conditions relating to the license herein granted shall be set forth in a License Agreement (the "Agreement"), to be executed by the Property Owner and the City, which Agreement shall be in a form satisfactory to the City Manager and City Attorney.
4. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the said Agreement for the purposes set forth above.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) 621 Cookman Avenue Asbury Park LLC
 - (b) Michael Capabianco, City Manager
 - (c) Michele Alonso, City Planner
 - (d) Barbara Van Wagner, Assistant Planner
 - (e) Frederick C. Raffetto, Esq., Municipal Attorney

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

NO. 2016-491 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



December 19, 2016

Kathy Kelly c/o
Paranormal Books & Curiosities
627 Cookman Avenue
Asbury Park, NJ 07712

Re: Renovations To:
Paranormal Books & Curiosities
621 Cookman Avenue
Asbury Park, NJ 07712

Kathy,

Pursuant to your request, attached are pdf files of the Construction Documents for the renovations to your building located at 621 Cookman Avenue, Asbury Park, New Jersey. According to the New Jersey Uniform Construction Code NJAC-5:23, Formal Technical Opinion #3, the minimum required depth for a fire escape landing is 40". This is indicated on the Second Floor Plan 4/A-3, which indicates the proposed fire escape landing extending 3'-4" (40") beyond the rear wall of the building. Graphic exterior elevations of the proposed fire escape can be found on the Rear Elevation A/A-4 and Side Elevation B/A-4 drawings.

Should you have any questions, or require any additional information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'RMS', with a stylized flourish at the end.

Ronald M. Schneider, AIA

cc: File

P.O. Box 612
Howell, NJ 07731

(732)833-6464
Fax: (732)833-6465

TENANT PLAN FOR:

PARANORMAL BOOKS & CURIOSITIES

621 Cookman Avenue
Asbury Park, New Jersey

RENOVATION NOTES

1. REMOVE EXISTING WOOD FRAMED BASEMENT STAIRS AND REPLACE WITH NEW WOOD FRAMED STAIRS. MATCH EXISTING RISER/TREAD CONFIGURATION DUE TO FLOOR HATCH SIZE AND REDUCED CEILING HEIGHT IN BASEMENT. PROVIDE CLOSED RISERS, AND GUARDRAIL/ HANDRAIL AS CONDITIONS PERMIT.
2. OUTLINE OF EXISTING FOUNDATION FOR FIRST FLOOR ABOVE. THERE IS NO ACCESS TO THIS AREA OF THE BUILDING, NOR DID THE BUILDING OWNER KNOW OF ONE.
3. REMOVE AND REPLACE EXISTING FLOOR MOUNTED BASEMENT ACCESS HATCH AS REQUIRED.
4. REMOVE EXISTING NON-LOAD BEARING WALL AS INDICATED. PATCH TO MATCH ADJACENT FINISHES.
5. REMOVE EXISTING WALL AS INDICATED TO OPEN SIDE OF EXISTING STAIR TO FIRST FLOOR. INSTALL NEW RAILING AS REQUIRED. NEW HANDRAIL TO BE 36" HIGH, GRASPABLE, CONTINUOUS, AND RETURNED AT BOTH ENDS PER SECTION 1014 IBC/2015.
6. REMOVE EXISTING DOOR AND FRAME IN THEIR ENTIRETIES. SEAL OPENING AS REQUIRED, AND PATCH TO MATCH ADJACENT FINISHES.
7. EXISTING 2-HOUR FIRE RATED MASONRY WALL TO REMAIN. SEAL ALL PENETRATIONS THROUGH THE WALL WITH APPROVED FIRE CAULKING TO MAINTAIN THE REQUIRED FIRE RATING. PAINT/PATCH WALL AS REQUIRED IN COLOR AS SELECTED BY THE OWNER.
8. NOT USED
9. EXISTING HVAC UNIT TO REMAIN.
10. EXISTING WATER HEATER TO REMAIN.
11. REMOVE EXISTING PLUMBING FIXTURE AND REPLACE WITH A NEW UNIT AS SELECTED BY THE OWNER. FIXTURE SHALL USE THE EXISTING HOT/COLD, VENT AND SANITARY PIPING, AND SHALL BE INSTALLED IN THE SAME LOCATION AS THE FIXTURE THAT WAS REMOVED.
12. REMOVE EXISTING FINISHES AT FLOOR, WALLS AND CEILING, AND REPLACE WITH NEW FINISHES AS SELECTED BY THE OWNER. INSTALL WATER PROOF GYPSUM WALL BOARD AT ALL AREAS SUBJECT TO MOISTURE, AND CEMENT BOARD AT ALL AREAS SUBJECT TO WATER.
13. EXISTING 2-HOUR FIRE RATED WOOD FRAMED WALL TO REMAIN. SEAL ALL PENETRATIONS THROUGH THE WALL WITH APPROVED FIRE CAULKING TO MAINTAIN THE REQUIRED FIRE RATING. VERIFY THAT THERE ARE TWO (2) LAYERS OF 5/8" TYPE "X" FIRECODE GYPSUM WALL BOARD PRESENT. IF NOT, ADD THE REQUIRED SHEETROCK TO MAINTAIN THE 2-HOUR FIRE RATING. PAINT/PATCH WALL AS REQUIRED IN COLOR AS SELECTED BY THE OWNER.
14. REMOVE EXISTING KITCHEN CABINETS AND COUNTERS IN THEIR ENTIRETIES.
15. REMOVE EXISTING PLUMBING FIXTURE. CAP OFF/RE-ROUTE PIPING AS REQUIRED.
16. REMOVE EXISTING NON-LOAD BEARING WALL IN ITS' ENTIRETY, AS INDICATED. PATCH TO MATCH ADJACENT FINISHES.
17. MODIFY EXISTING FRAMED OPENING AS REQUIRED FOR THE INSTALLATION OF A NEW DOOR AND FRAME. INSTALL NEW (2) 2" X 8" HEADER, AND PATCH TO MATCH ADJACENT FINISHES.
18. INSTALL NEW MOP SINK. USE/MODIFY EXISTING HOT/COLD, VENT, AND SANITARY PIPING FROM FORMER LAUNDRY HOOK-UP AS REQUIRED.
19. REMOVE EXISTING WASHER AND DRYER IN THEIR ENTIRETIES. REMOVE EXHAUST DUCT AS REQUIRED. PLUMBING TO REMIAN FOR NEW MOP SINK.
20. REMOVE EXISTING GUARD RAIL AND REPLACE WITH NEW 42" HIGH GUARD RAIL IN COMPLIANCE WITH SECTION 1015 OF THE IBC/2015
21. REMOVE EXISTING HANDRAIL AND INSTALL NEW HANDRAIL IN COMPLIANCE WITH SECTION 1014 OF THE IBC/2015
22. REMOVE EXISTING WOOD FRAMED DECK STAIRS AND REPLACE WITH NEW WOOD FRAMED STAIRS. MATCH EXISTING RISER/TREAD CONFIGURATION AS REQUIRED. PROVIDE CLOSED RISERS, AND NEW GUARDRAIL/HANDRAILS AS REQUIRED.
23. REMOVE EXISTING WINDOW AND FRAME IN THEIR ENTIRETIES. MODIFY OPENING AS REQUIRED TO INSTALL NEW DOOR AND FRAME. EXISTING HEADER TO REMAIN. INSTALL WEATHER PROOF THRESHOLD AS REQUIRED. APPROX. 4" DROP TO LANDING. PATCH TO MATCH ADJACENT FINISHES.
24. INSTALL NEW WALL MOUNTED FIRE ESCAPE LADDER IN ACCORDANCE WITH NUJCC FTO 3.
25. INSTALL NEW SAFETY CAGE AS REQUIRED AT TRANSITION FROM PARAPET WALL TO NEW FIRE ESCAPE LADDER.
26. INSTALL NEW METAL FIRE ESCAPE LANDING, APPROXIMATELY 4" BELOW THE SECOND FLOOR LEVEL. PROVIDE METAL SUPPORTS ANCHORED TO EXISTING STRUCTURE AS REQUIRED TO SUPPORT THE ANTICIPATED LOADS.
27. PROVIDE NEW METAL RETRACTABLE FIRE ESCAPE LADDER FROM SECOND FLOOR LANDING TO GRADE AS REQUIRED.
28. INSTALL NEW BASE AND OVERHEAD CABINETS, WITH COUNTER TOP, AS SELECTED BY THE OWNER. CONTRACTOR TO PROVIDE NEW HOT/COLD, VENT AND SANITARY PIPING AS REQUIRED FOR NEW BREAK ROOM SINK.
29. REMOVE PORTION OF WALL AS INDICATED AN INSTALL NEW NEWEL POST AND GUARDRAIL AS REQUIRED. PATCH TO MATCH ADJACENT FINISHES.

GENERAL NOTES

1. ALL WORK MUST BE DONE IN ACCORDANCE WITH THE NEW JERSEY STATE UNIFORM CONSTRUCTION CODE AND ITS SUBCODES, INCLUDING THE REHABILITATION SUBCODE.
2. THESE DRAWINGS ARE THE PROPERTY OF RONALD M. SCHNEIDER & ASSOCIATES, LLC, AND SHALL NOT BE USED FOR THE ISSUING OF BUILDING PERMITS UNLESS SIGNED AND SEALED BY THE ARCHITECT.
3. THE CONTRACTOR SHALL VERIFY ALL THE MEASUREMENTS AND CONDITIONS AT THE SITE BEFORE COMMENCING WORK. ANY DISCREPANCIES REGARDING DIMENSIONS SHOULD BE REPORTED TO THE ARCHITECT IMMEDIATELY.
4. ARCHITECT IS NOT RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, NOR FOR THE SAFETY PRECAUTIONS IN CONNECTION WITH THIS PROJECT.
5. ALL WORK MUST BE DONE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF ALL GOVERNING BODIES HAVING JURISDICTION.
6. ALL DIMENSIONS ARE NOMINAL, AS TAKEN FROM FACE OF NEW STUD WALLS OR FACE OF EXISTING CMU.
7. CODES GOVERN OVER DRAWINGS.
8. DIMENSIONS GOVERN OVER SCALE.
9. CONTRACTOR TO VERIFY ALL PLUMBING, ELECTRICAL AND MECHANICAL REQUIREMENTS BEFORE FRAMING.
10. ALL ELECTRICAL WORK SHALL CONFORM TO NATIONAL ELECTRIC CODE (NFPA-70) AS PUBLISHED BY NFPA.
11. CONTRACTOR SHALL VISIT AND FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS, AND VERIFY EXISTING CONDITIONS PRIOR TO STARTING WORK.
12. DEMOLITION SHOULD BE COORDINATED WITH CONSTRUCTION DOCUMENTS IN ORDER TO DETERMINE THE EXTENT OF WORK. THE DRAWINGS DO NOT NECESSARILY SHOW COMPLETE DEMOLITION WORK REQUIRED, BUT RATHER SHOW THE INTENT OF DEMOLITION/CONSTRUCTION. DEMOLISH TO A POINT TO PROVIDE SUITABLE "BONDING"/"PATCHING" OF EXISTING WORK TO REMAIN WITH NEW WORK.
13. CONTRACTOR SHALL REPAIR ALL DEMOLITION PERFORMED IN EXCESS OF THAT REQUIRED, AT NO COST.
14. EXISTING ELECTRIC TO REMAIN. NEW LIGHTING, SWITCHES AND OUTLETS AS INDICATED ON THE DRAWINGS.
15. CONTRACTOR TO PROVIDE HOT/COLD, VENT AND SANITARY PIPING AS REQUIRED FOR ALL NEW PLUMBING FIXTURES.
16. REMOVE EXISTING PLUMBING FIXTURES IN THEIR ENTIRETY, AS INDICATED ON THE PLANS. CAP OFF/RE-ROUTE PIPING AS REQUIRED.
17. REPAIR ALL EXISTING GWB WALLS AND CEILINGS AS REQUIRED.
18. INSTALL NEW LIGHTING FIXTURES AS INDICATED ON THE REFLECTED CEILING PLANS.
19. PROVIDE NEW EXIT AND EMERGENCY LIGHTING AS INDICATED ON THE REFLECTED CEILING PLANS.
20. PROVIDE WOOD BLOCKING IN WALLS AS REQUIRED FOR WALL HUNG PLUMBING FIXTURES, ACCESSORIES, AND CABINETRY.
21. ALL NEW FINISHES TO BE APPROVED BY THE OWNER PRIOR TO CONSTRUCTION.
22. ALL NEW AND EXISTING WALLS TO BE PAINTED IN COLORS AS SELECTED BY THE OWNER.
23. ALL FURNISHINGS AND EQUIPMENT AS SUPPLIED BY OWNER.
24. EXISTING WINDOWS AND DOORS TO REMAIN. CHANGE LOCKSETS/KEYS FOR ENTRY DOORS.
25. EXISTING WATER METER TO REMAIN.
26. EXISTING GAS METER TO REMAIN.
27. EXISTING ELECTRIC TO REMAIN. PROVIDE NEW ELECTRIC AS INDICATED ON THE PLANS.
28. EXISTING HVAC EQUIPMENT TO REMAIN.
29. EXISTING FIRE SPRINKLER PUMP TO REMAIN.
30. EXISTING FIRE SPRINKLER HEADS TO REMAIN.
31. TWO MEANS OF EGRESS ARE REQUIRED FOR EACH FLOOR FOR A BUSINESS USE GROUP LOCATED IN A BUILDING OF THREE OR MORE STORIES IN HEIGHT PER NJAC 5:23-6.17(a).
32. THE EXISTING SECOND AND THIRD FLOORS HAVE ONLY ONE MEANS OF EGRESS. ADDING A SECOND MEANS OF EGRESS IS NOT POSSIBLE DUE TO THE SIZE AND WIDTH OF THE EXISTING STRUCTURE.
33. THE EXISTING THIRD FLOOR DOES HAVE A SECOND EXIT DOOR THAT OPENS ONTO AN EXISTING OUTDOOR DECK AREA. HOWEVER, THERE IS CURRENTLY NO EXIT FROM THIS DECK AREA.
34. A EXTERIOR WALL MOUNTED FIRE ESCAPE SYSTEM IS PROPOSED TO PROVIDE THE SECOND MEANS OF EGRESS FROM BOTH THE SECOND AND THIRD FLOORS TO GRADE.
35. THE EXISTING WINDOW AT THE REAR OF THE SECOND FLOOR WILL BE REMOVED AND REPLACED WITH AN OUT-SWINGING DOOR, WHICH WILL ACCESS A NEW METAL FIRE ESCAPE PLATFORM.
36. A FIXED FIRE ESCAPE LADDER WILL PROVIDE THE SECOND MEANS OF EGRESS FROM THE THIRD FLOOR DECK AREA TO THE FIRE ESCAPE PLATFORM LOCATED AT THE SECOND FLOOR.
37. A COMBINATION OF FIXED AND RETRACTABLE METAL FIRE ESCAPE LADERS WILL PROVIDE ACCESS FROM THE SECOND FLOOR FIRE ESCAPE PLATFORM TO GRADE.
38. A LADDER IS USED FROM THE THIRD FLOOR TO THE SECOND FLOOR PLATFORM AS THE EXISTING BUILDING IS ONLY 8- FEET WIDE, AND LACKS SUFFICIENT SPACE TO CONSTRUCT A TRADITIONAL FIRE ESCAPE STAIRWAY WITH LANDINGS AT TOP AND BOTTOM.
39. A RETRACTABLE LADDER IS PROPOSED FOR ACCESS FROM THE SECOND FLOOR PLATFORM TO GRADE ALSO DUE TO THE 8-FOOT WIDTH OF THE BUILDING, WHICH DOES NOT ALLOW SUFFICIENT SPACE FOR A FIXED STAIR OR COUNTER BALANCED STAIR PER NJAC-FTO 3.

LIST OF DRAWINGS

- A-1 GENERAL NOTES, LOCATION PLAN, LIST OF DWGS., BUILDING DATA, CODES & STANDARDS, RENOVATION NOTES, LOOSE UNLTEL SCHEDULE, CHANGE OF USE NOTES
- A-2 BASEMENT PLAN, FIRST FLOOR PLAN, RENOVATION NOTES, LEGEND
- A-3 SECOND FLOOR PLAN, THIRD FLOOR PLAN, RENOVATION NOTES, LEGEND
- A-4 BUILDING SECTION, EXTERIOR ELEVATIONS, FIRE ESCAPE NOTES
- A-5 FINISH SCHEDULE, DOOR SCHEDULE, HARDWARE SCHEDULE, PARTITION TYPES, DOOR TYPES, BUCK TYPES, WATER HEATER DETAIL, RISER DIAGRAM
- A-6 ELECTRIC POWER PLANS: FIRST, SECOND & THIRD FLOORS
- A-7 RCP/LIGHTING PLAN: FIRST, SECOND & THIRD FLOORS

BUILDING CODES AND STANDARDS

THE SUBMITTED PROJECT WAS DESIGNED UNDER THE FOLLOWING "CODES" AND "STANDARDS":

1. NEW JERSEY UNIFORM CONSTRUCTION CODE (NJUCC, NJAC 5:23)
2. 2015 INTERNATIONAL BUILDING CODE (IBC), NJ EDITION
3. 2009 ICC/ANSI A117.1 (N.J. A.C. 5:23-7.1)
4. 2015 NATIONAL STANDARD PLUMBING CODE (N.J.A.C. 5:23-3.15)
5. 2014 NATIONAL ELECTRIC CODE (N.J.A.C. 5:23-3.16)
6. 2015 INTERNATIONAL ENERGY CONSERVATION CODE (N.J.A.C. 5:23-3.18)
7. 2015 INTERNATIONAL MECHANICAL CODE (N.J.A.C. 5:23-3.20)
8. 2015 INTERNATIONAL FUEL GAS CODE (IFGC), (N.J.A.C. 5:23-3.22)
9. REHABILITATION SUBCODE, AS PER NJUCC 5:23-6

CHANGE OF USE: NJAC 5:23-6.31

- (a) **GENERAL:**
EXISTING USE GROUP: R-3, RESIDENTIAL
NEW USE GROUP: B, BUSINESS
RELATIVE HAZARD: N/A
COMPLIANCE REQUIRED: MUST COMPLY WITH THE BASIC REQUIREMENTS WITH REGARDS TO RELATIVE HAZARD PER THE FOLLOWING SUB-SECTIONS.
- (b) **COMPLIANCE WITH BASIC REQUIREMENTS**
EXISTING USE GROUP: R-3, RESIDENTIAL (5)
NEW USE GROUP: B, BUSINESS (3)
RELATIVE HAZARD: HIGHER
COMPLIANCE REQUIRED:
(1) MUST COMPLY WITH THE BASIC REQUIREMENTS OF A "B" BUSINESS USE GROUP FOR THE SECOND AND THIRD FLOORS.
(2) BUILDING IS ALREADY FULLY SPRINKLERED, SO IS IN COMPLIANCE WITH SECTION 5:23-6.31.1.
- (c) **MEANS OF EGRESS:**
EXISTING USE GROUP: R-3, RESIDENTIAL (4)
NEW USE GROUP: B, BUSINESS (4)
RELATIVE HAZARD: EQUAL
COMPLIANCE NOT REQUIRED:
WHEN A CHANGE OF USE IS MADE TO AN EQUAL OR LESSER HAZARD CATEGORY, THE EXISTING BUILDING IS NOT REQUIRED TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION.
- (d) **ENCLOSURE OF VERTICAL OPENINGS:**
EXISTING USE GROUP: R-3, RESIDENTIAL (4)
NEW USE GROUP: B, BUSINESS (4)
RELATIVE HAZARD: EQUAL
COMPLIANCE NOT REQUIRED:
STAIRS SHALL BE ENCLOSED IN ACCORDANCE WITH SECTIONS 5:23-6.10 THROUGH 6.30 ONLY WHEN A CHANGE OF USE IS MADE TO A HIGHER HAZARD CATEGORY.
- (e) **HEIGHT AND AREA LIMITATIONS:**
EXISTING USE GROUP: R-3, RESIDENTIAL (4)
NEW USE GROUP: B, BUSINESS (3)
RELATIVE HAZARD: HIGHER
COMPLIANCE REQUIRED:
(1) WHEN A CHANGE OF USE IS MADE TO A HIGHER HAZARD CATEGORY, THE HEIGHT AND AREA OF THE BUILDING SHALL MEET THE LIMITATIONS OF CHAPTER-5 OF THE BUILDING SUBCODE FOR THE PROPOSED USE GROUP.
(2) PER CHAPTER 5 OF THE IBC/2015 FOR A FULLY SPRINKLERED BUILDING WITH A "B" BUSINESS USE GROUP:
3-STORIES, 13,496 sq.ft. MAX FLOOR AREA, 60R MAXIMUM BUILDING HEIGHT.
- (f) **EXT. WALL FIRE RESISTANCE RATINGS & MAX. AREA OF EXT. WALL OPENINGS:**
EXISTING USE GROUP: R-3, RESIDENTIAL (4)
NEW USE GROUP: B, BUSINESS (3)
RELATIVE HAZARD: HIGHER
COMPLIANCE REQUIRED:
(1) WHERE A PORTION OF A BUILDING IS CHANGED TO A HIGHER HAZARD CLASSIFICATION, EXTERIOR WALLS AND OPENINGS OF THE ENTIRE BUILDING SHALL COMPLY WITH THE PROVISIONS OF THIS SECTION.
(2) 0 TO 5- FEET = 2-HOUR FIRE RATING PER TABLE "F". (EX. WALLS COMPLY)
(3) NO WALL OPENINGS PERMITTED WITH A FIRE SEPARATION DISTANCE OF 3- FEET OR LESS. (NONE EXISTING)
- (g) **AUTOMATIC SPRINKLER SYSTEM:**
EXISTING USE GROUP: R-3, RESIDENTIAL (2)
NEW USE GROUP: B, BUSINESS (5)
RELATIVE HAZARD: LOWER
COMPLIANCE NOT REQUIRED:
(1) WHEN A CHANGE OF USE IS MADE TO AN EQUAL OR LESSER HAZARD CATEGORY, THERE IS NO REQUIREMENT TO INSTALL AN AUTOMATIC SPRINKLER SYSTEM.
(2) **EXISTING BUILDING IS ALREADY FULLY SPRINKLERED.**

CHANGE OF USE: (CONTINUED)

- (h) **FIRE ALARM AND DETECTION SYSTEM:**
EXISTING USE GROUP: R-3, RESIDENTIAL
NEW USE GROUP: B, BUSINESS
RELATIVE HAZARD: N/A
COMPLIANCE NOT REQUIRED:
(1) MUST COMPLY WITH SECTION 907.2.2 IBC/2015.
(2) A MANUAL FIRE ALARM BOXES ARE NOT REQUIRED IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.1.1 IBC/2015.
(3) **EXISTING BUILDING IS ALREADY FULLY SPRINKLERED.**
- (i) **SINGLE AND MULTIPLE STATION SMOKE ALARMS:**
EXISTING USE GROUP: R-3, RESIDENTIAL
NEW USE GROUP: B, BUSINESS
RELATIVE HAZARD: N/A
COMPLIANCE NOT REQUIRED:
BUILDING DOES NOT MEET THE REQUIREMENTS SET FORTH IN THIS SECTION.
- (j) **CARBON MONOXIDE ALARMS:**
EXISTING USE GROUP: R-3, RESIDENTIAL
NEW USE GROUP: B, BUSINESS
RELATIVE HAZARD: N/A
COMPLIANCE NOT REQUIRED:
BUILDING DOES NOT MEET THE REQUIREMENTS SET FORTH IN THIS SECTION.
- (k) **STRUCTURAL REQUIREMENTS:**
EXISTING USE GROUP: R-3, RESIDENTIAL (3)
NEW USE GROUP: B, BUSINESS (3)
LOAD CATEGORY: EQUAL
COMPLIANCE NOT REQUIRED:
WHERE A CHANGE OF USE IS MADE TO AN EQUAL OR LESSER LOAD CATEGORY, THEN THE EXISTING STRUCTURE MAY BE USED WITHOUT MODIFICATION, PROVIDED THAT THE BUILDING IS STRUCTURALLY SOUND AND IN GOOD CONDITION.
- (l) **PLUMBING REQUIREMENTS:**
EXISTING USE GROUP: R-3, RESIDENTIAL
NEW USE GROUP: B, BUSINESS
RELATIVE HAZARD: N/A
COMPLIANCE REQUIRED:
(1) THE FIXTURE REQUIREMENTS FOR THE PROPOSED NEW USE GROUP SHALL COMPLY WITH THE BASIC REQUIREMENTS FOR THAT USE.
(2) PER SECTION 5:23-6.17(k), THE BUILDING MUST COMPLY WITH SECTION 7.21 OF THE NATIONAL STANDARD PLUMBING CODE/2015.
- (m) **ELECTRICAL REQUIREMENTS:**
EXISTING USE GROUP: R-3, RESIDENTIAL
NEW USE GROUP: B, BUSINESS
RELATIVE HAZARD: N/A
COMPLIANCE NOT REQUIRED:
BUILDING DOES NOT MEET THE REQUIREMENTS SET FORTH IN THIS SECTION.
- (n) **MECHANICAL REQUIREMENTS:**
EXISTING USE GROUP: R-3, RESIDENTIAL
NEW USE GROUP: B, BUSINESS
RELATIVE HAZARD: N/A
COMPLIANCE REQUIRED:
THE BUILDING WILL BE EQUIPPED THROUGHOUT WITH A NEW HVAC SYSTEM IN COMPLIANCE WITH TABLE 403.3 OF THE MECHANICAL SUBCODE FOR A BUSINESS OCCUPANCY, PER SECTION 5:23-6.31(n)1.ii(2).
- (o) **ACCESSIBILITY REQUIREMENTS:**
EXISTING USE GROUP: R-3, RESIDENTIAL
NEW USE GROUP: B, BUSINESS
RELATIVE HAZARD: N/A
COMPLIANCE NOT REQUIRED:
IN A BUILDING OF ANY SIZE, WHERE THERE IS A CHANGE OF USE OF AN AREA OF LESS THAN 10,000 SQUARE FEET, THE PROPOSED NEW USE SHALL BE EXEMPT FROM THE PROVISIONS OF THE BARRIER FREE SUBCODE.

BUILDING DATA

FIRST FLOOR USE GROUP: "B", BUSINESS (NO CHANGE)
SECOND FLOOR USE GROUP: "B", BUSINESS (FORMERLY R-3, RESIDENTIAL)
THIRD FLOOR USE GROUP: "B", BUSINESS (FORMERLY R-3, RESIDENTIAL)

CONSTRUCTION TYPE: COMBINATION OF 3B AND 5B (SEE FLOOR PLANS)

AREA OF BASEMENT: 550 SQ.FT.
AREA OF FIRST FLOOR: 850 SQ.FT.
AREA OF SECOND FLOOR: 870 SQ.FT.
AREA OF THIRD FLOOR: 528 SQ.FT.
AREA OF OUTDOOR DECK: 340 SQ.FT.

VOLUME OF BASEMENT: 2,888 CU.FT.
VOLUME OF FIRST FLOOR: 8,266 CU.FT.
VOLUME OF SECOND FLOOR: 7,395 CU.FT.
VOLUME OF THIRD FLOOR: 5,800 CU.FT.

MAXIMUM TRAVEL DISTANCE: 300'
EXIT TRAVEL DISTANCE BASED UPON TABLE 1017.2 IBC/2015, FOR A BUSINESS UDE GROUP IN A FULLY SPRINKLERED BUILDING.

OCCUPANCY LOAD: 21 PERSONS MAXIMUM
1ST FLOOR: 850 SQ.FT./100 SQ.FT. PER PERSON = 8 PERSONS
2ND FLOOR: 870 SQ.FT./100 SQ.FT. PER PERSON = 9 PERSONS
3RD FLOOR: 528 SQ.FT./100 SQ.FT. PER PERSON = 5 PERSONS

OCCUPANCY LOAD BASED UPON TABLE 1004.1.2, "MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT" OF THE INTERNATIONAL BUILDING CODE, 2015 EDITION (BUSINESS AREAS)

CAPACITY OF MEANS OF EGRESS: 360 PERSONS
20 INCHES PER OCCUPANT (UNIT OF EGRESS WIDTH)
(2) DOORS @ 36" = 72"
72" / 20 = 360 PERSONS

THE CAPACITY MEANS OF EGRESS IS CALCULATED AS PER SECTION 1005.1 "MINIMUM REQUIRED EGRESS CAPACITY" OF THE INTERNATIONAL BUILDING CODE, 2015 EDITION.

TOTAL OCCUPANT LOAD IS THE ACTUAL OCCUPANCY OF THE TENANT SPACE UNDER NORMAL USE CONDITIONS, WHICH IS SUBSTANTIALLY LESS THAN THE TOTAL PERMITTED OCCUPANT LOAD BASED ON EGRESS CAPACITY.



1 LOCATION PLAN

N.T.S.

1.K-10.b

Project No. 16-1533

Project Mgr. RM

Drawn By. RM

Date 10/18/2016

Revisions

(4) OWNER 10/19/20

Issues

Consultants

RENOVATIONS TO:

PARANORMAL BOOKS & CURIOSITIES

621 Cookman Avenue
Asbury Park, New Jersey

Project Title

Sheet No. 1 OF 7

A-1

Packet Pg. 183

Attachment: PARANORMAL_FINAL kathy kelly (2016-491 : License Agreement for Encroachment in Public R-O-W for fire escape for 618 Mattison Avenue)

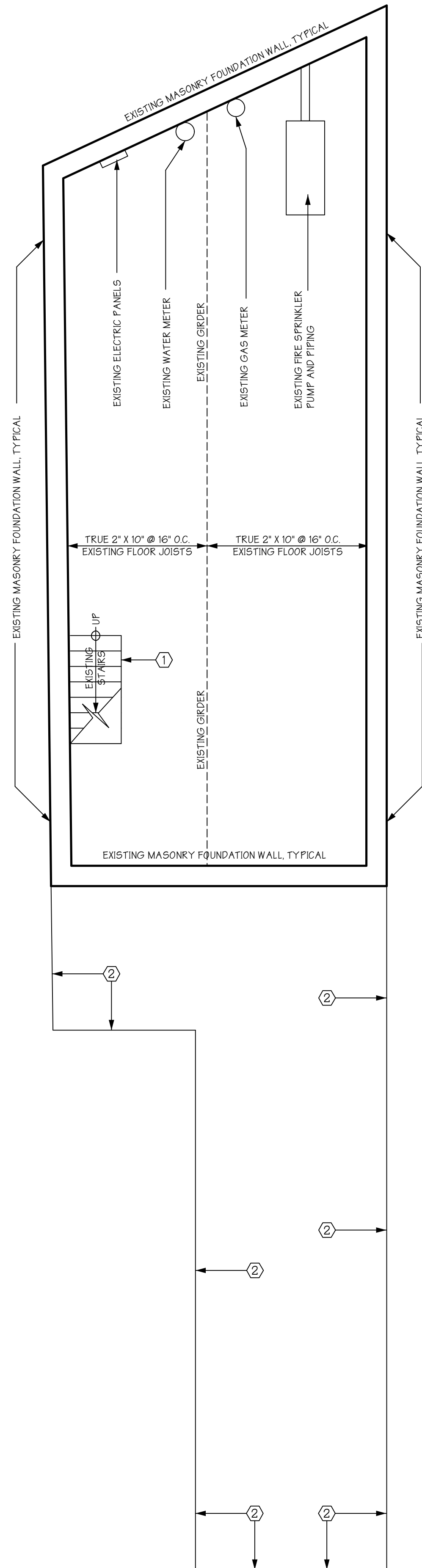
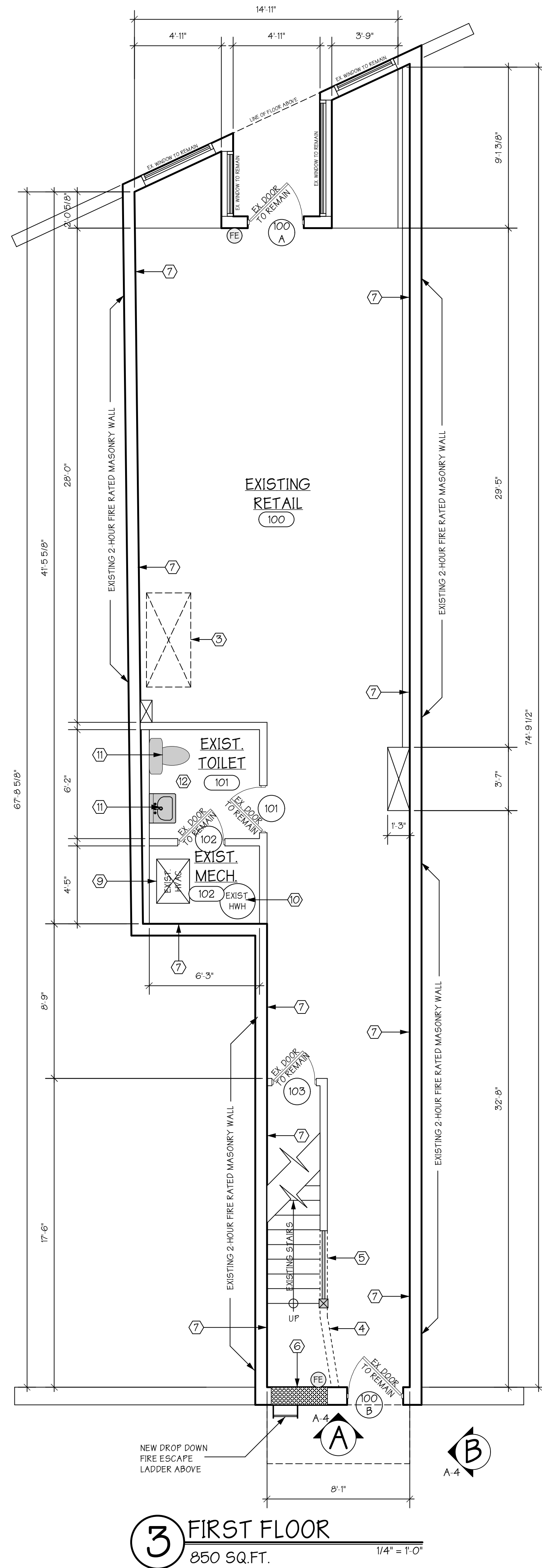
RMS ARCHITECTS
Ronald M. Schneider & Associates, LLC

RONALD M. SCHNEIDER, AIA, NCARB
2016 L.A. 14894
2016 L.A. 14892
2016 L.A. 14892

P.O. Box 612
Monmouth, NJ 07731
(732) 833-6464
Fax: (732) 833-6464

	EXISTING CONSTRUCTION TO REMAIN
	EXISTING CONSTRUCTION TO BE REMOVED
	NEW CONSTRUCTION
	NEW SOUND-PROOF CONSTRUCTION
	RECESSED LIGHT FIXTURE
	CEILING MOUNTED CHANDELIER
	WALL MOUNTED LIGHT FIXTURE
	LIGHT SWITCH
	GFCI OUTLET
	ELECTRIC RECEPTACLE
	QUAD RECEPTACLE
	FLOOR MOUNTED RECEPTACLE
	NEW HAWKWOOD SMOKE DETECTOR
	WALL MTD. LIGHT FIXTURE
	EXHAUST FAN
	RENOVATION NOTE
	EXIT / EMERGENCY LIGHT COMBO
	EXIT SIGN
	EMERGENCY STROBE/HORN
	TELEPHONE JACK
	DATA/COMPUTER JACK
	2' X4' FLUORESCENT LIGHT
	2' X 2' FLUORESCENT LIGHT

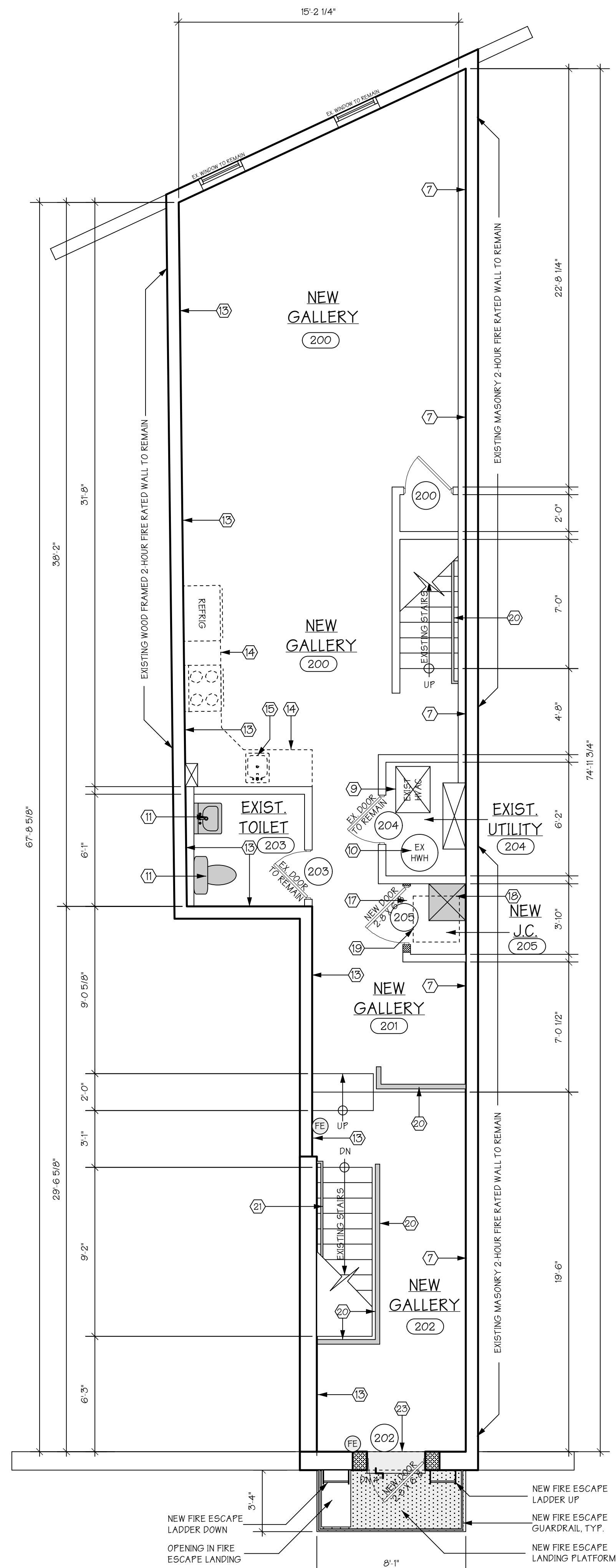
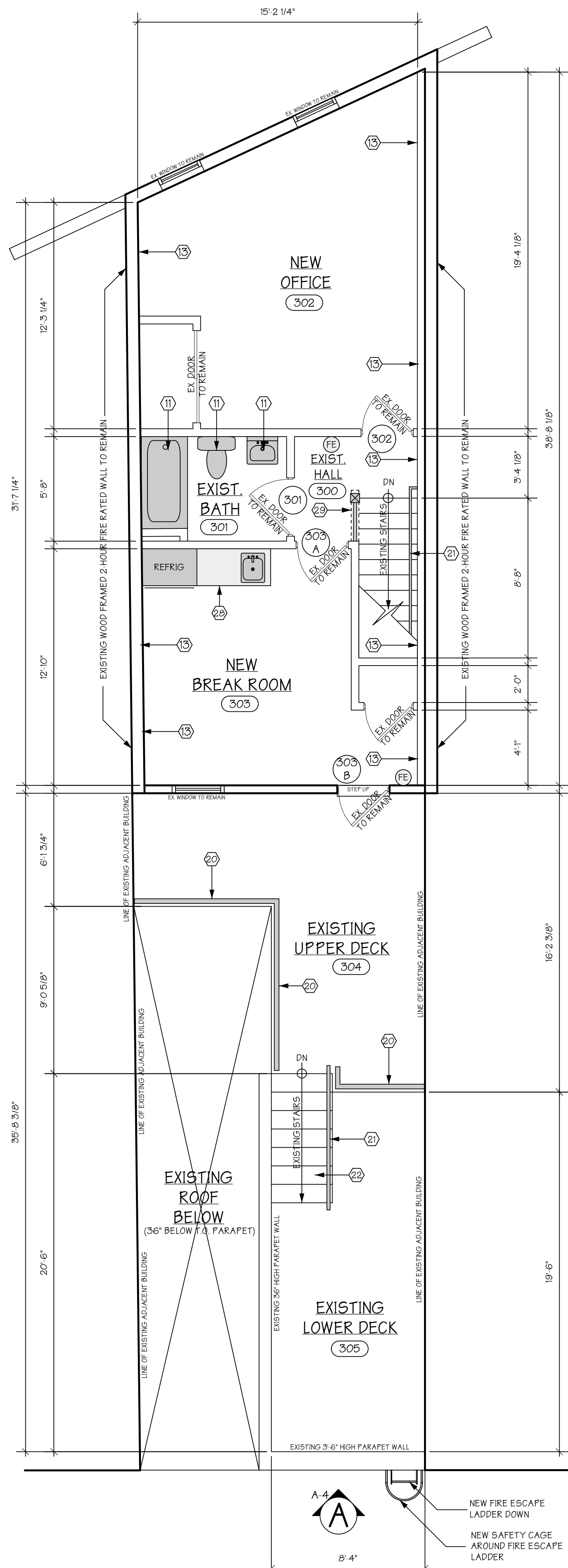
1. REMOVE EXISTING WOOD FRAMED BASEMENT STAIRS AND REPLACE WITH NEW WOOD FRAMED STAIRS. MATCH EXISTING RISER/TREAD CONFIGURATION DUE TO FLOOR HATCH SIZE AND REDUCED CEILING HEIGHT IN BASEMENT. PROVIDE CLOSED RISERS, AND GUARDRAIL/HANDRAIL AS CONDITIONS PERMIT.
2. OUTLINE OF EXISTING FOUNDATION FOR FIRST FLOOR ABOVE. THERE IS NO ACCESS TO THIS AREA OF THE BUILDING, NOR DID THE BUILDING OWNER KNOW OF ONE.
3. REMOVE AND REPLACE EXISTING FLOOR MOUNTED BASEMENT ACCESS HATCH AS REQUIRED.
4. REMOVE EXISTING NON-LOAD BEARING WALL AS INDICATED. PATCH TO MATCH ADJACENT FINISHES.
5. REMOVE EXISTING WALL AS INDICATED TO OPEN SIDE OF EXISTING STAIR TO FIRST FLOOR. INSTALL NEW RAILING AS REQUIRED. NEW HANDRAIL TO BE 36" HIGH, GRASPABLE, CONTINUOUS, AND RETURNED AT BOTH ENDS PER SECTION 1014 IBC/2015.
6. REMOVE EXISTING DOOR AND FRAME IN THEIR ENTIRETIES. SEAL OPENING AS REQUIRED, AND PATCH TO MATCH ADJACENT FINISHES.
7. EXISTING 2 HOUR FIRE RATED MASONRY WALL TO REMAIN. SEAL ALL PENETRATIONS THROUGH THE WALL WITH APPROVED FIRE CAULKING TO MAINTAIN THE REQUIRED FIRE RATING. PAINT/PATCH WALL AS REQUIRED IN COLOR AS SELECTED BY THE OWNER.
8. NOT USED
9. EXISTING HVAC UNIT TO REMAIN.
10. EXISTING WATER HEATER TO REMAIN.
11. REMOVE EXISTING PLUMBING FIXTURE AND REPLACE WITH A NEW UNIT AS SELECTED BY THE OWNER. FIXTURE SHALL USE THE EXISTING HOT/COLD, VENT AND SANITARY PIPING, AND SHALL BE INSTALLED IN THE SAME LOCATION AS THE FIXTURE THAT WAS REMOVED.
12. REMOVE EXISTING FINISHES AT FLOOR, WALLS AND CEILING, AND REPLACE WITH NEW FINISHES AS SELECTED BY THE OWNER. INSTALL WATER PROOF GYPSUM WALL BOARD AT ALL AREAS SUBJECT TO MOISTURE, AND CEMENT BOARD AT ALL AREAS SUBJECT TO WATER.
13. EXISTING 2 HOUR FIRE RATED WOOD FRAMED WALL TO REMAIN. SEAL ALL PENETRATIONS THROUGH THE WALL WITH APPROVED FIRE CAULKING TO MAINTAIN THE REQUIRED FIRE RATING. VERIFY THAT THERE ARE TWO (2) LAYERS OF 5/8" TYPE "X" FIRECORE GYPSUM WALL BOARD PRESENT. IF NOT, ADD THE REQUIRED SHEETROCK TO MAINTAIN THE 2 HOUR FIRE RATING. PAINT/PATCH WALL AS REQUIRED IN COLOR AS SELECTED BY THE OWNER.
14. REMOVE EXISTING KITCHEN CABINETS AND COUNTERS IN THEIR ENTIRETIES.
15. REMOVE EXISTING PLUMBING FIXTURE. CAP OFF/RE-ROUTE PIPING AS REQUIRED.
16. REMOVE EXISTING NON-LOAD BEARING WALL IN ITS' ENTIRETY, AS INDICATED. PATCH TO MATCH ADJACENT FINISHES.
17. MODIFY EXISTING FRAMED OPENING AS REQUIRED FOR THE INSTALLATION OF A NEW DOOR AND FRAME. INSTALL NEW (2) 2" x 8" HEADER, AND PATCH TO MATCH ADJACENT FINISHES.
18. INSTALL NEW MOP SINK. USE/MODIFY EXISTING HOT/COLD, VENT, AND SANITARY PIPING FROM FORMER LAUNDRY HOOK UP AS REQUIRED.
19. REMOVE EXISTING WASHER AND DRYER IN THEIR ENTIRETIES. REMOVE EXHAUST DUCT AS REQUIRED. PLUMBING TO REMIAN FOR NEW MOP SINK
20. REMOVE EXISTING GUARD RAIL AND REPLACE WITH NEW 42" HIGH GUARD RAIL IN COMPLIANCE WITH SECTION 1015 OF THE IBC/2015.
21. REMOVE EXISTING HANDRAIL AND INSTALL NEW HANDRAIL IN COMPLIANCE WITH SECTION 1014 OF THE IBC/2015.
22. REMOVE EXISTING WOOD FRAMED DECK STAIRS AND REPLACE WITH NEW WOOD FRAMED STAIRS. MATCH EXISTING RISER/TREAD CONFIGURATION AS REQUIRED.
23. PROVIDE CLOSED RISERS, AND NEW GUARDRAIL/HANDRAILS AS REQUIRED.
24. REMOVE EXISTING WINDOW AND FRAME IN THEIR ENTIRETIES. MODIFY OPENING AS REQUIRED TO INSTALL NEW DOOR AND FRAME. EXISTING HEADER TO REMAIN. INSTALL WEATHER PROOF THRESHOLD AS REQUIRED. APPROX 4" DROP TO LANDING. PATCH TO MATCH ADJACENT FINISHES.
25. INSTALL NEW WALL MOUNTED FIRE ESCAPE LADDER IN ACCORDANCE WITH NJUCC FTO-3.
26. INSTALL NEW SAFETY GAZE AS REQUIRED AT TRANSITION FROM PARAPET WALL TO NEW FIRE ESCAPE LADDER.
27. INSTALL NEW METAL FIRE ESCAPE LANDING, APPROXIMATELY 4" BELOW THE SECOND FLOOR LEVEL. PROVIDE METAL SUPPORTS ANCHORED TO EXISTING STRUCTURE AS REQUIRED TO SUPPORT THE ANTICIPATED LOADS.
28. PROVIDE NEW METAL RETRACTABLE FIRE ESCAPE LADDER FROM SECOND FLOOR LANDING TO GRADE AS REQUIRED.
29. INSTALL NEW BASE AND OVERHEAD CABINETS, WITH COUNTER TOP, AS SELECTED BY THE OWNER. CONTRACTOR TO PROVIDE NEW HOT/COLD, VENT AND SANITARY PIPING AS REQUIRED FOR NEW BREAK ROOM SINK.
30. REMOVE PORTION OF WALL AS INDICATED AN INSTALL NEW NEWEL POST AND GUARDRAIL AS REQUIRED. PATCH TO MATCH ADJACENT FINISHES.



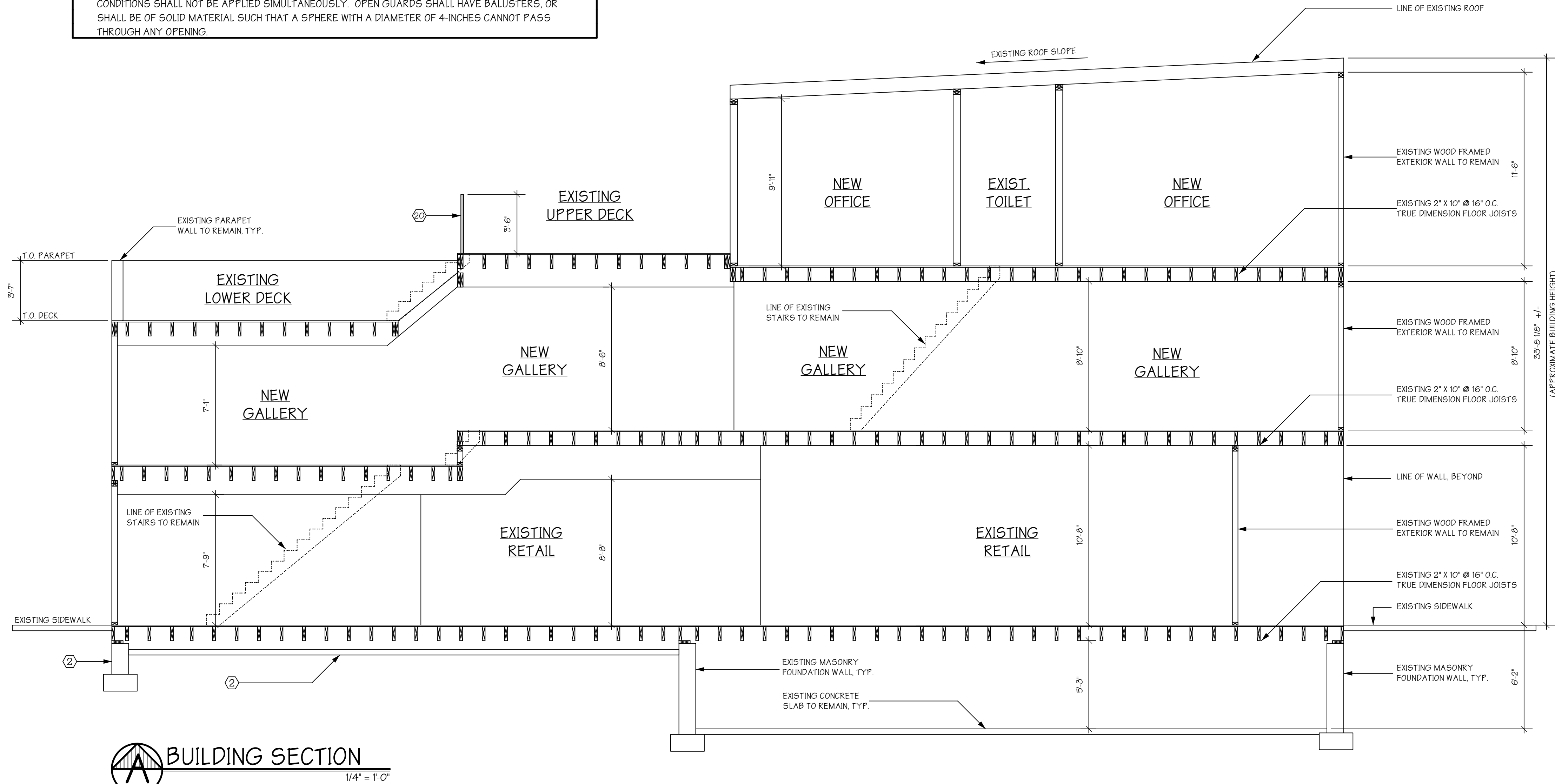
2 BASEMENT
550 SQ.FT.

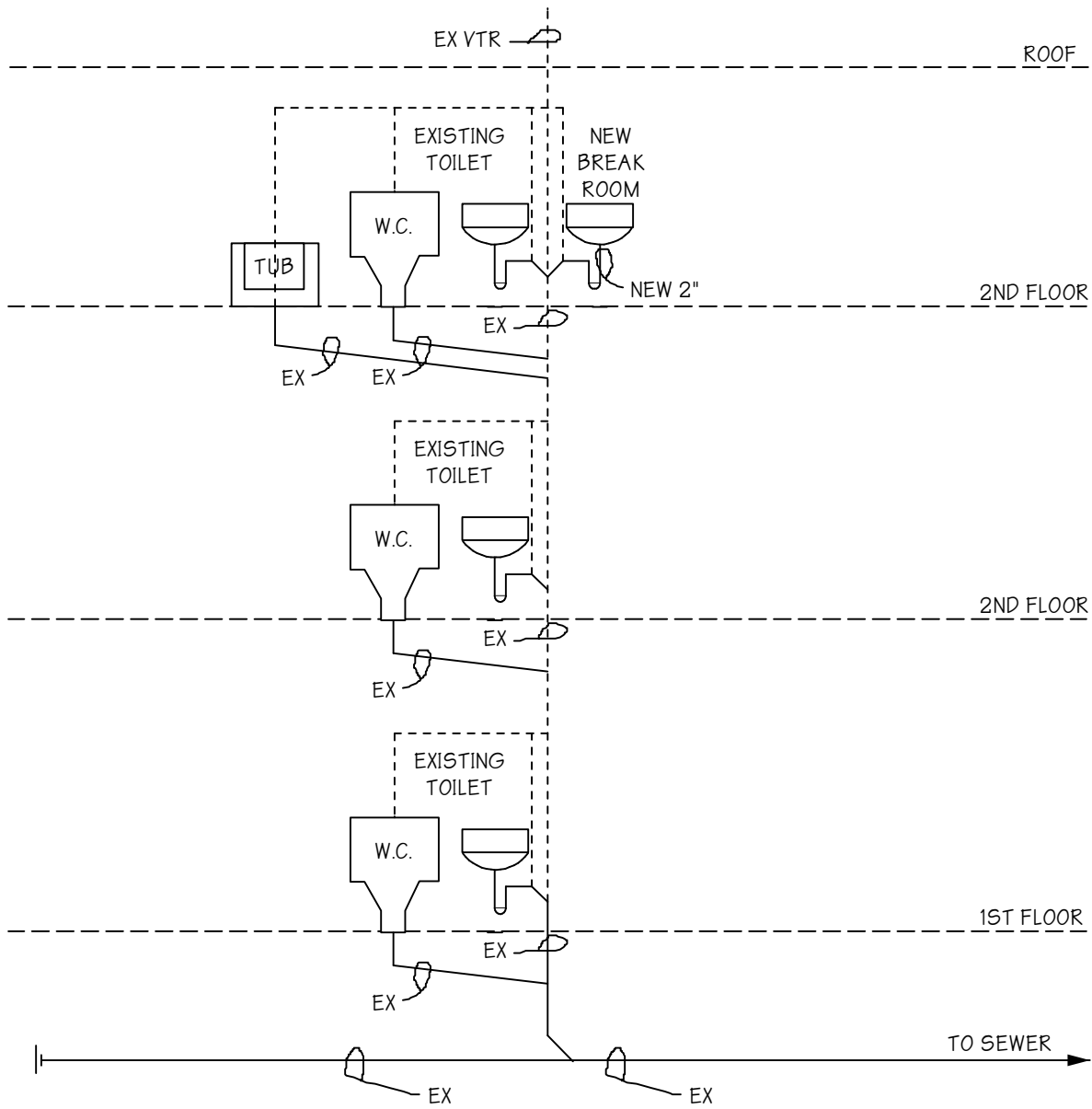
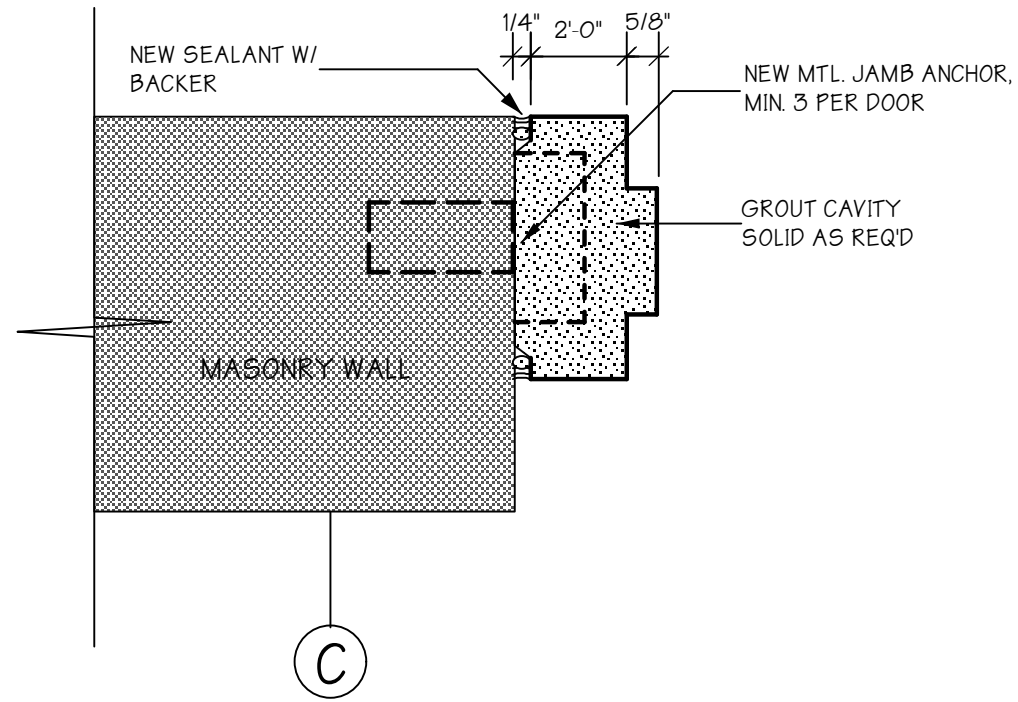
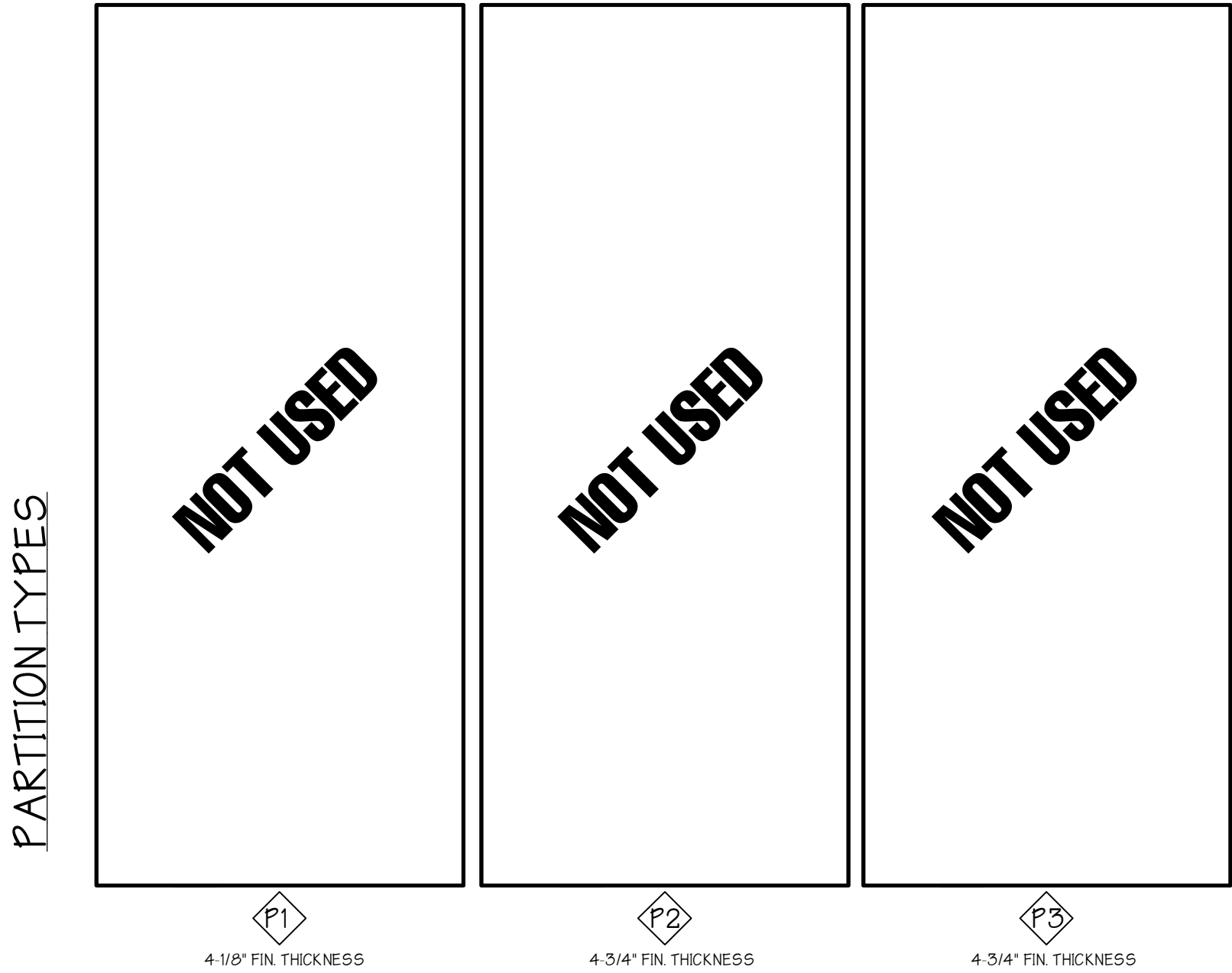
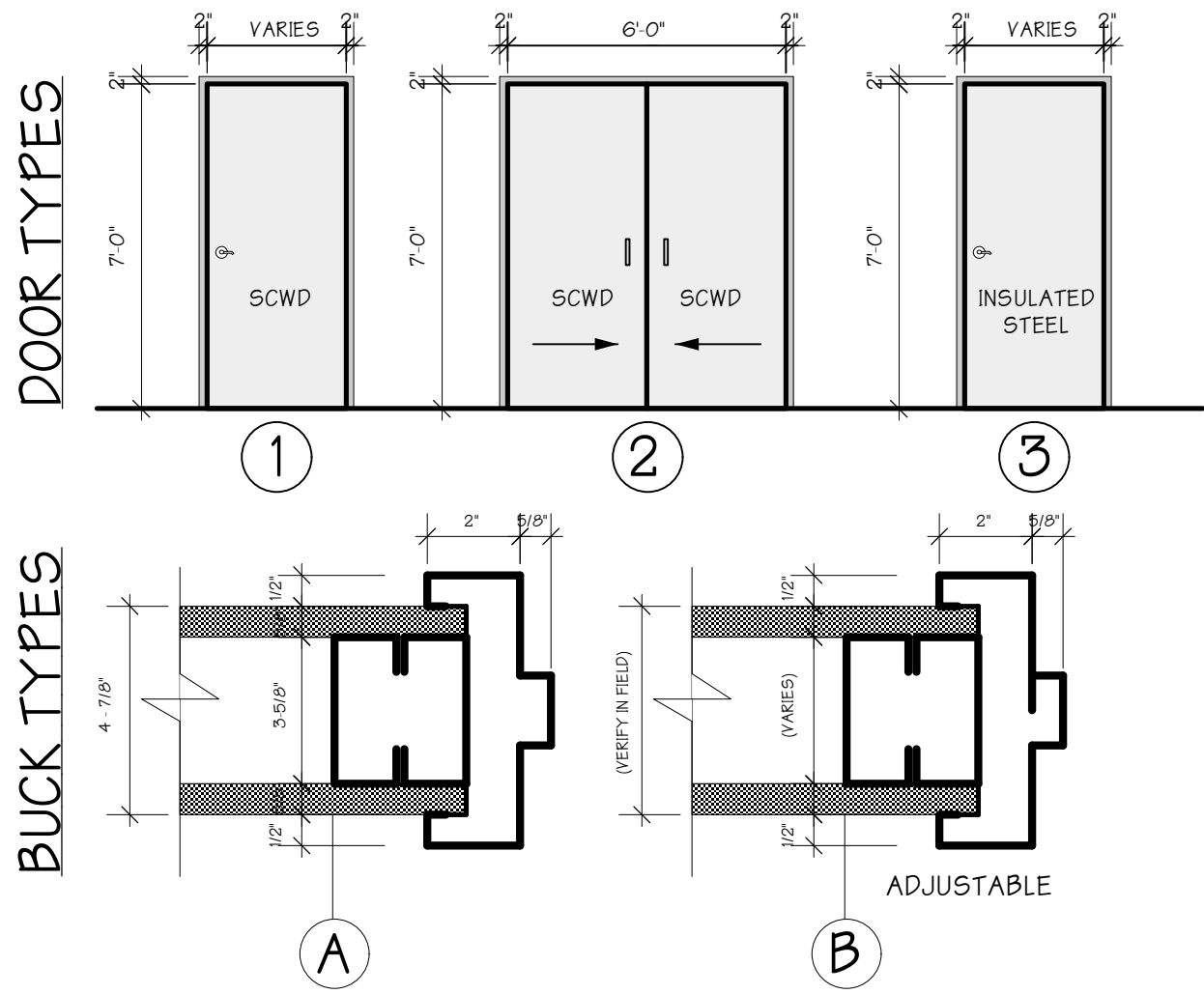
550 SQ.FT.

$$\overline{1/4'' = 1'-0''}$$



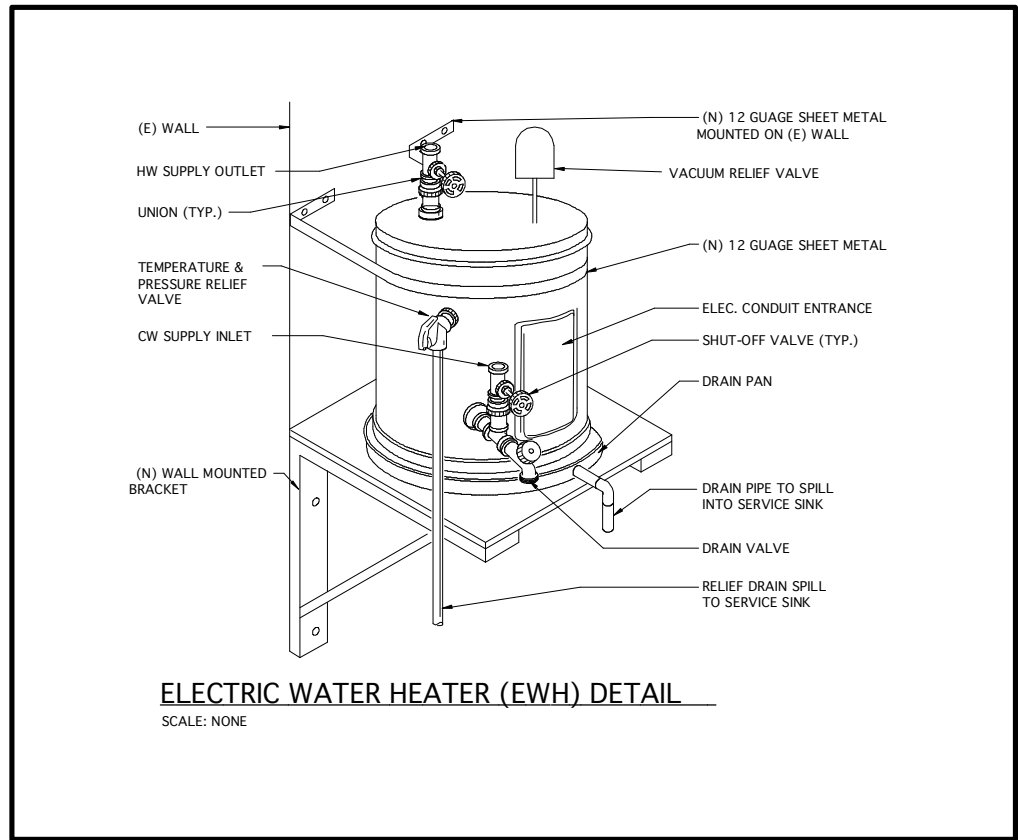
1. LANDING FLOOR SURFACE SHALL BE 1/4-INCH STEEL FLOOR PLATE MATERIAL, OR BE OF 1/4 INCH X 1/8 INCH STEEL GRATING. MAXIMUM ALLOWABLE SPACING OF SUPPORTS SHALL BE 24-INCHES ON CENTER.
2. LANDING FLOOR SURFACE SUPPORT MEMBERS SHALL BE A MINIMUM OF 2 1/2 INCH X 2 1/2 INCH X 1/4 INCH STEEL ANGLES, 50-INCHES MAXIMUM IN LENGTH, AND NOT SPACED OVER 24-INCHES ON CENTER.
3. LANDING SUPPORT BRACKETS SHALL BE A MINIMUM OF 3-INCHES, SPACED NOT OVER 48-INCHES ON CENTER (INCREASE TOP ANGLE SIZES TO 4-INCH X 3-INCH X 1/4-INCH ANGLES WHERE BRACKETS MUST ALSO SUPPORT STAIR STRINGERS).
4. ALL FINISHED FLOOR SURFACES SHALL BE SECURELY ATTACHED AND OF A SLIP-RESISTANT MATERIAL.
5. LADDERS MUST BE VERTICAL OR POSITIVELY INCLINED. NO NEGATIVELY INCLINED LADDERS ARE PERMITTED. MINIMUM CLEARANCE BETWEEN CENTER OF RUNGS AND BUILDING WALLS SHALL BE 7-INCHES. LADDER RAILS SHALL BE OF STEEL CONSTRUCTION, AND SHALL BE NOT LESS THAN 1/2 INCH X 2 1/2 INCHES IN SIZE AND NOT LESS THAN 16-INCHES APART. RUNGS SHALL NOT BE LESS THAN 7/8-INCH DIAMETER, SHALL BE WELDED TO RAILS, AND SHALL NOT BE SPACED LESS THAN 10-INCHES OR MORE THAN 12-INCHES ON CENTER. THE LOWEST RUNG SHALL NOT BE MORE THAN 12-INCHES ABOVE THE LEVEL OF THE GROUND OR PLATFORM.
6. ANCHORAGE DETAILS SHALL BE SUBMITTED UNDER SEPARATE COVER BY A LICENSED FIRE ESCAPE FABRICATOR FOR ALL TYPES OF ANCHORAGES THAT WILL BE INSTALLED. PLATFORM SUPPORT BRACKETS TO MASONRY WALLS SHALL USE 7/8-INCH DIAMETER (MINIMUM) THROUGH BOLTS FOR TOP BRACKET BOLTS AND 3/4-INCH DIAMETER (MINIMUM) EXPANSION BOLTS FOR BOTTOM BOLTS. TOP BRACKET BOLTS SHALL BE PROPERLY ANCHORED INTO EXISTING WALL CONSTRUCTION SO THAT THE FULL STRENGTH OF THE BOLT CAN BE DEVELOPED IN TENSION.
7. ALL STRUCTURAL AND MISCELLANEOUS STEEL FIRE ESCAPE COMPONENTS SHALL CONFORM TO THE LATEST AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, UNLESS NOTED OTHERWISE.
8. ALL STRUCTURAL STEEL MEMBERS SHALL BE A MINIMUM OF AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) A 36 GRADE STEEL.
9. ALL WELDING OF FIRE ESCAPE COMPONENTS SHALL BE WITH EITHER E60 OR E70 ELECTRODES AND SHALL CONFORM TO ALL REQUIREMENTS OF THE LATEST AMERICAN WELDING SOCIETY (AWS) CODE UNLESS OTHERWISE NOTED.
10. ALL FILLET-TYPE WELDS SHALL BE CONTINUOUS, UNLESS NOTED OTHERWISE. WHERE WELDING IS USED TO DEVELOP THE FULL STRENGTH OF THE MEMBERS, ONLY FULL PENETRATION, GROOVE-TYPE WELDS SHALL BE USED.
11. ALL WELDS SHALL BE SMOOTH AND ALL SHARP EDGES AND BURRS SHALL BE REMOVED IN AREAS OF TRAVEL OR WHEREVER THEY MAY BE A HAZARD TO FIRE ESCAPE USERS.
12. ALL METAL FASTENERS USED TO CONNECT STRUCTURAL STEEL MEMBERS TO BUILDING WALLS SHALL BE OF GALVANIZED STEEL, UNLESS NOTED OTHERWISE.
13. ALL STRUCTURAL AND MISCELLANEOUS STEEL COMPONENTS SHALL RECEIVE BOTH A SHOP COAT AND A FINISH COAT OF A RUST-RESISTANT PAINT. THE FINISH COAT SHALL BE APPLIED AFTER ERECTION OF THE FIRE ESCAPE.
14. PLATFORM GUARDS SHALL HAVE A MINIMUM VERTICAL HEIGHT OF 42-INCHES ABOVE THE PLATFORM FLOOR SURFACE. WHERE GUARDS EXCEED 44 INCHES IN HEIGHT, A HANDRAIL SHALL ALSO BE INSTALLED AT A HEIGHT OF 34-INCHES TO 38-INCHES. GUARDS SHALL BE A MINIMUM OF 1 1/4 INCH DIAMETER STANDARD STEEL PIPE RAILS SUPPORTED BY A MINIMUM OF 2-INCH X 2-INCH X 1/4-INCH STEEL TUBE POSTS, SPACED AT A MAXIMUM OF 48-INCHES ON CENTER, AND 5/8-INCH SQUARE STEEL BAR BALUSTERS HAVING A MAXIMUM OF 4-INCHES CLEAR SPACING BETWEEN BALUSTERS.
15. GUARDS SHALL BE CONSTRUCTED FOR A CONCENTRATED LOAD OF 200-POUNDS APPLIED AT ANY POINT AND IN ANY DIRECTION ALONG THE TOP OF THE RAILING MEMBER. GUARDS SHALL ALSO BE DESIGNED AND CONSTRUCTED FOR A UNIFORM LOAD OF 50-POUNDS PER FOOT APPLIED HORIZONTALLY AT THE REQUIRED GUARD HEIGHT, AND A SIMULTANEOUS UNIFORM LOAD OF 100-POUNDS PER FOOT APPLIED VERTICALLY DOWNWARD AT THE TOP OF THE GUARD. THE CONCENTRATED AND UNIFORM LOADING CONDITIONS SHALL NOT BE APPLIED SIMULTANEOUSLY. OPEN GUARDS SHALL HAVE BALUSTERS, OR SHALL BE OF SOLID MATERIAL SUCH THAT A SPHERE WITH A DIAMETER OF 4-INCHES CANNOT PASS THROUGH ANY OPENING.





5 PLUMBING RISER DIAGRAM

N.T.S.



FINISH SCHEDULE

ROOM#	ROOM NAME	FLOOR	WALLS	BASE	CEILING	CEILING HEIGHT	REMARKS
100	DISPLAY AREA	WD	GWB	WD	GWB	VARIES	
101	EXISTING TOILET	VCT	GWB	WD	GWB	8'-0"	
102	EXISTING MECHANICAL	VCT	GWB	WD	GWB	8'-0"	
200	NEW GALLERY	WD	GWB	WD	GWB	8'-10"	
201	NEW GALLERY	WD	GWB	WD	GWB	8'-6"	
202	NEW GALLERY	WD	GWB	WD	GWB	7'-1"	
203	EXISTING TOILET	WD	GWB	WD	GWB	8'-6"	
204	EXISTING UTILITY	WD	GWB	WD	GWB	8'-6"	
203	NEW JANITORA CLOSET	VCT	GWB	VB	GWB	8'-6"	
300	EXISTING HALL	WD	GWB	WD	GWB	10'-6"	
301	EXISTING TOILET	WD	GWB	WD	GWB	10'-6"	
302	NEW OFFICE	WD	GWB	WD	GWB	11'-0"	
303	NEW BREAK ROOM	WD	GWB	WD	GWB	10'-0"	
304	EXISTING UPPER DECK	WD	N/A	N/A	N/A	OPEN	OPEN TO AIR
105	EXISTING LOWER DECK	WD	N/A	N/A	N/A	OPEN	OPEN TO AIR

LEGEND

ACT - ACOUSTIC CEILING TILE	PT - PAINT	CT - CERAMIC TILE	CMT - CERAMIC MOSAIC TILE
GWB - GYPSUM WALL BOARD	EX - EXISTING	CONC - CONCRETE	N/A - NOT APPLICABLE
VCT - VINYL COMPOSITION TILE	CPT - CARPET	VB - VINYL BASE	GWT - GLAZED WALL TILE
WD - WOOD	PAV - PAVER	VS - VINYL SOFFIT	PAV - PAVERS

HARDWARE SCHEDULE

ITEM	MANUFACTURER	MFG. NO.	HARDWARE GROUP				
			1	2	3	4	5
HINGES	STANLEY	CB-1901 STAINLESS STEEL	X	X	X	X	X
RUBBER SILENCERS	-----	-----	X	X	X	X	X
WALL STOPS	IVES	407	X	X	X	X	X
ENTRANCE LOCK	RUSSWIN	CL-3551 #626 FINISH	X				
PASSAGE LATCH	RUSSWIN	CL-3510 # 626 FINISH			X		
OFFICE LOCK	RUSSWIN	CL-3561 #626 FINISH					X
STORE ROOM LOCK	RUSSWIN	CL-3557 #626 FINISH					
PRIVACY LOCK	RUSSWIN	CL-3520 #626 FINISH		X			
DEADBOLT	RUSSWIN	DL-2113 #626 FINISH					
EXPOSED AUTO CLOSER	RUSSWIN	DC3200 SERIES #626 FINISH	X			X	
PANIC BAR	RUSSWIN	ED9000 SERIES #626 FINISH				X	
PANIC BAR TRIM	RUSSWIN	ARMSTRONG A255 #626 FINISH				X	
SLIDING DOOR HARDWARE	-----	-----					
(2) KICKPLATES (2' less than door width)	HAGER	8" HIGH (ONE AT EACH SIDE)					
KICKDOWN DOOR STOP	STANLEY	#7096, SATIN NICKEL					

NOTE #1 - ALL RUSSWIN LOCKSETS TO BE ADA APPROVED "ARMSTRONG" TRIM TYPE LEVERS.

DOOR SCHEDULE

DOOR #	ROOM NAME	DOOR WIDTH	DOOR HEIGHT	DOOR MATERIAL	DOOR TYPE	FRAME MATERIAL	HEAD/ JAMB TYPE	HDWR LABEL	HDWR SET	REMARKS
100-A	EXISTING DISPLAY AREA	EX	EX	EX	EX	EX	EX	---	1	REPLACE EXISTING LOCKSET WITH NEW
100-B	EXISTING DISPLAY AREA	EX	EX	EX	EX	EX	EX	---	1	REPLACE EXISTING LOCKSET WITH NEW
101	EXISTING TOILET	EX	EX	EX	EX	EX	EX	---	2	REPLACE EXISTING LOCKSET WITH NEW
102	EXISTING MECHANICAL	EX	EX	EX	EX	EX	EX	---	3	REPLACE EXISTING LOCKSET WITH NEW
103	EXISTING CLOSET	EX	EX	EX	EX	EX	EX	---	3	REPLACE EXISTING LOCKSET WITH NEW
200	EXISTING CLOSET	EX	EX	EX	EX	EX	EX	---	3	REPLACE EXISTING LOCKSET WITH NEW
202	NEW GALLERY	3'-0"	6'-8"	HM	3	HM	C	---	4	NO HARDWARE AT EXTERIOR FACE OF DOOR
203	EXISTING TOILET	EX	EX	EX	EX	EX	EX	---	2	REPLACE EXISTING LOCKSET WITH NEW
204	EXISTING UTILITY	EX	EX	EX	EX	EX	EX	---	3	REPLACE EXISTING LOCKSET WITH NEW
205	NEW JANITORS CLOSET	3'-0"	6'-8"	WD	1	WD	A	---	3	NEW DOOR AND FRAME
301	EXISTING BATH	EX	EX	EX	EX	EX	EX	---	2	REPLACE EXISTING LOCKSET WITH NEW
302	NEW OFFICE	EX	EX	EX	EX	EX	EX	---	5	REPLACE EXISTING LOCKSET WITH NEW
303-A	NEW BREAK ROOM	EX	EX	EX	EX	EX	EX	---	3	REPLACE EXISTING LOCKSET WITH NEW
303-B	NEW BREAK ROOM	EX	EX	EX	EX	EX	EX	---	1	REPLACE EXISTING LOCKSET WITH NEW

LEGEND

SCWD - SOLID CORE WOOD DOOR	HM - HOLLOW METAL	WD - WOOD	EXIST. - EXISTING
VP - VISION PANEL	M/E - MATCH EXISTING	AL - ALUMINUM	SPEC - SEE NOTE #1

NOTE #1: ALL INTERIOR DOORS: SATIN GRADE BIRCH, SOLID WOOD CORE WITH ROTARY BIRCH VENEER, MINWAX STAIN #233 "ENGLISH CHESTNUT"

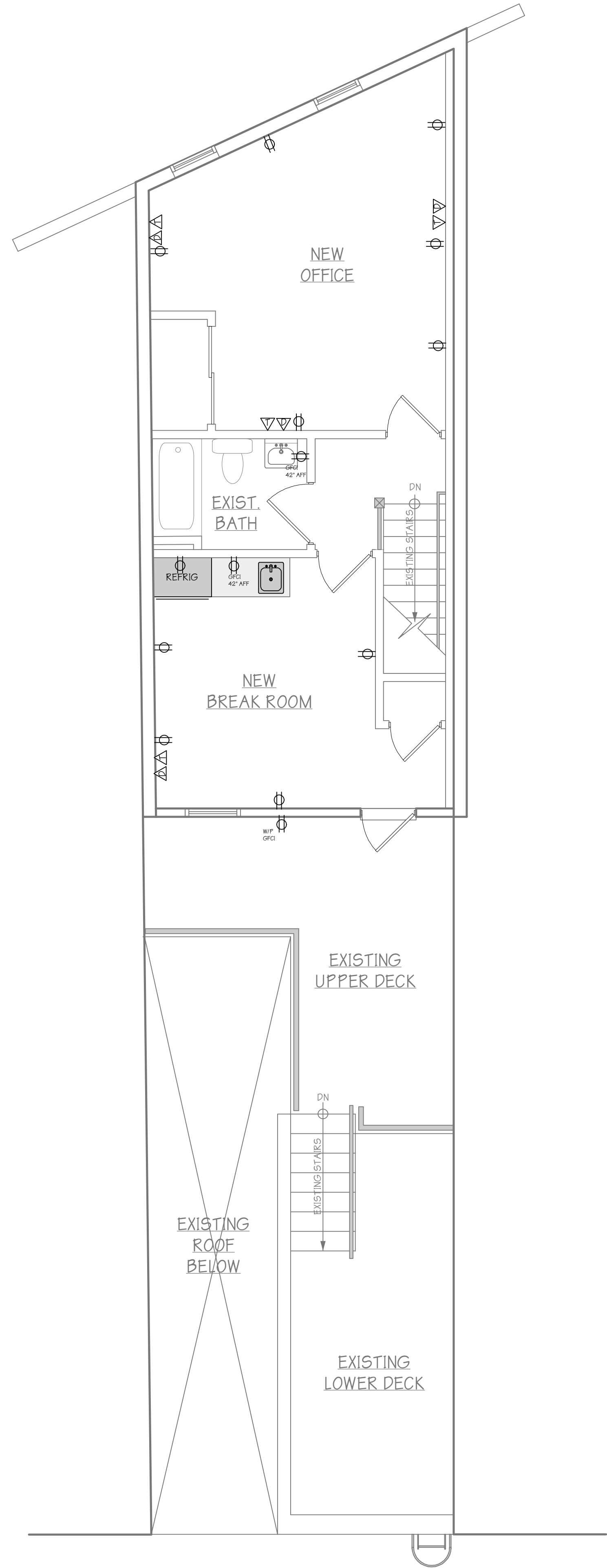
NOTE #2: ALL INTERIOR FRAMES: KNOCK DOWN HOLLOW METAL, 16-GA FRAMES TO BE PAINTED WITH TWO COATS SATIN PAINT. PAINT TO MATCH MANUFACTURER AND COLOR OF ADJACENT WALL SURFACE.

NOTE #3: UNDERCUT ALL MASSAGE SUITE DOORS 3/4" CLEAR OF FINISHED FLOOR TO ALLOW FOR AIR CIRCULATION

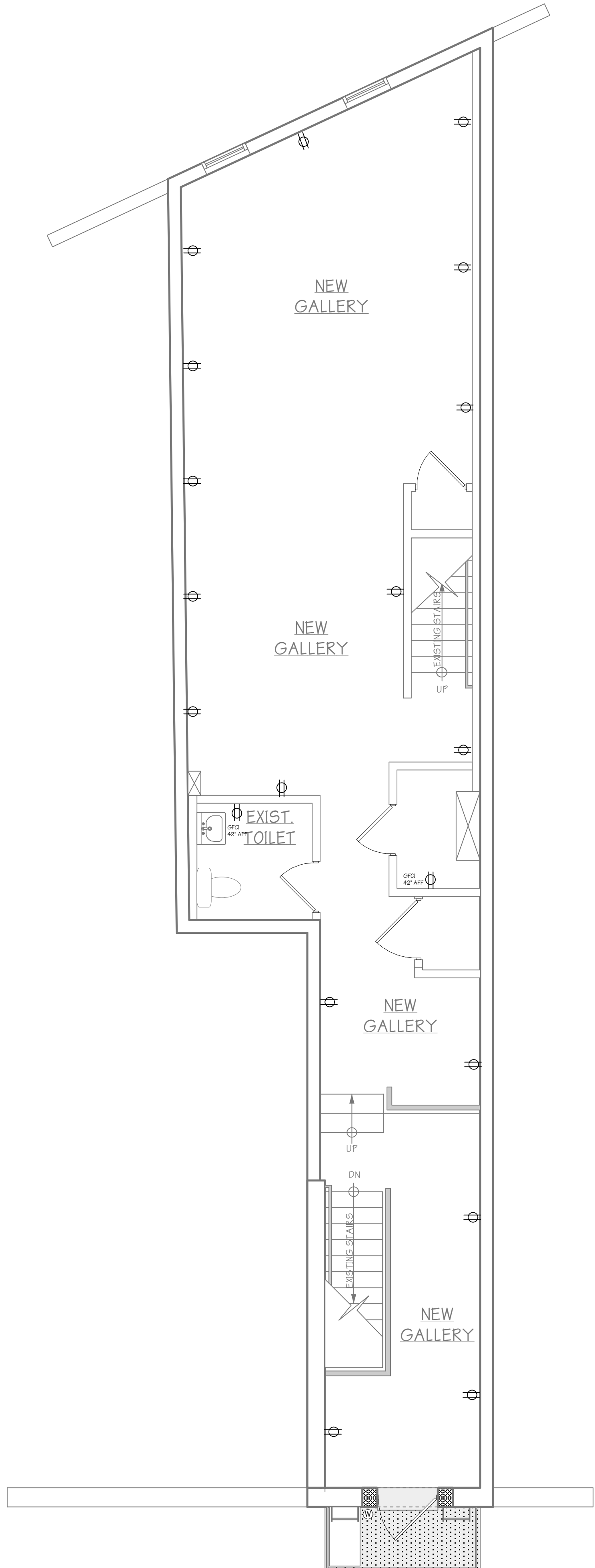
NOTE #4: MODIFY DOOR LATCH SO IT DOES NOT ENGAGE STRIKER

NOTE #5: EXISTING PANIC HARDWARE TO REMAIN, CHANGE LOCKSET ONLY.

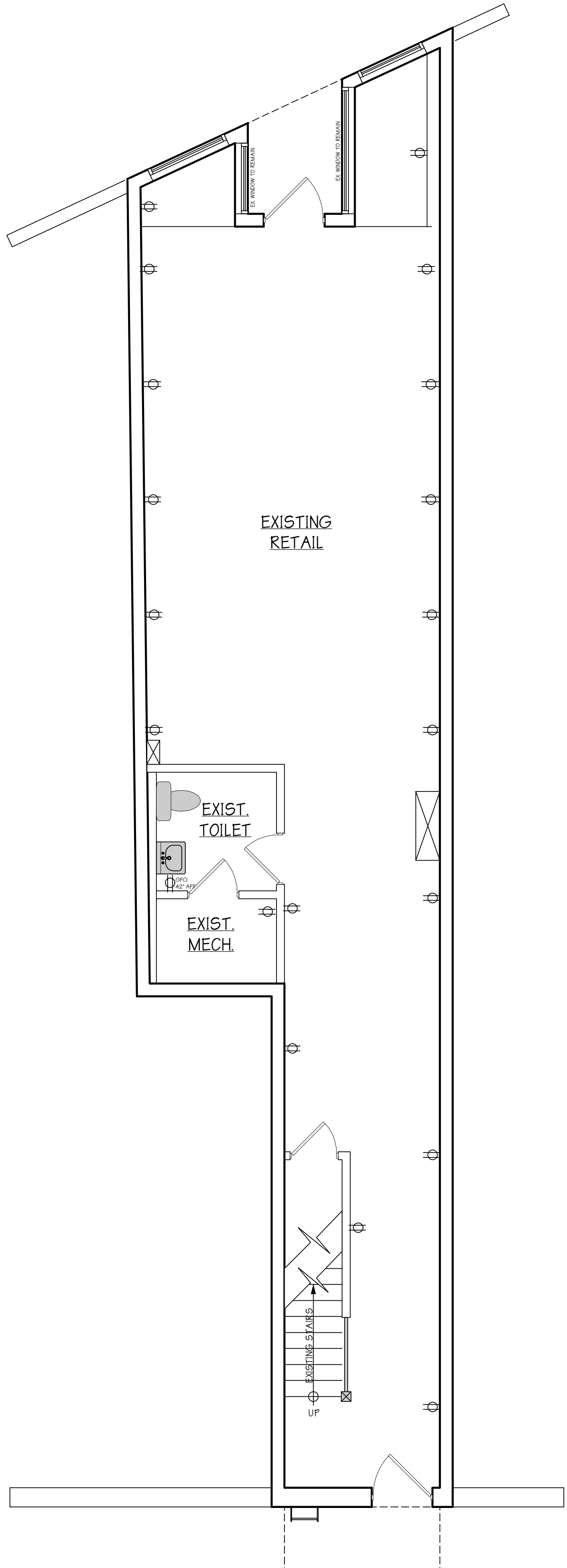
NOTE #6: DOUBLE DOOR UNIT, PROVIDE T&B LATCH AT INACTIVE DOOR, UNDERCUT BOTH DOORS 1".



8 THIRD FLOOR-ELECTRIC
1/4" = 1'-0"



7 SECOND FLOOR-ELECTRIC
1/4" = 1'-0"



6 FIRST FLOOR-ELECTRIC
1/4" = 1'-0"

1.K.10.b

Project No.	16-1533
Project Mgr.	RM
Drawn By	RM
Date	10/18/2016

Revisions

(4) OWNER	10/18/2016
Issues	

Consultants

RENOVATIONS TO:
PARANORMAL BOOKS &
CURIOSITIES
621 Cookman Avenue
Asbury Park, New Jersey

RMS ARCHITECTS

Ronald M. Schneider, AIA, NCARB
201 E. - 14004
P.O. Box 612
Monmouth, NJ 07731

(732) 833-6464
FAX (732) 833-6465

Attachment: PARANORMAL_FINAL kathy kelly (2016-491) : License Agreement for Encroachment in Public R.O-W for fire escape for 618 Mattison Avenue)

Project Title

Sheet No. 6 OF 7

A-6

Packet Pg. 188

12/19/2016

To whom it may concern:

I request that the City of Asbury Park consider my application for variation to install a fire escape at 618 Mattison Avenue, Asbury Park, NJ. Due to building and space restrictions the only feasible place to put a fire escape is at the rear of 618 Mattison Avenue with a hang over city property.

Thank you for your time and consideration,

Kathy Kelly
621 Cookman Avenue Asbury Park LLC



618 Mattison Avenue (Yellow building) google photo

**LICENSE AGREEMENT FOR ENCROACHMENT INTO AN AREA OF THE CITY
RIGHT-OF-WAY ADJACENT TO THE PROPERTY LOCATED AT 618 MATTISON
AVENUE (BLOCK 2403, LOT 3).**

THIS AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2016, by and between 621 Cookman Avenue Asbury Park, LLC, whose address is 621 Cookman Avenue, Asbury Park, NJ 07712 (hereinafter “Licensee”), and the City of Asbury Park, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, NJ 07712 (hereinafter “Licensor”).

WITNESSETH:

WHEREAS, Licensor has ownership and control over the public right-of-way areas located within the City of Asbury Park, including the sidewalk area on Mattison Avenue which is adjacent to the property located at 618 Mattison Avenue, Asbury Park, New Jersey, which is more commonly known and designated as Block 2403, Lot 3 on the Asbury Park City Tax Map (hereinafter referenced as the “Property”); and

WHEREAS, Licensee is the owner of the Property, which is located in the Central Business District (“CBD”) Redevelopment Area; and

WHEREAS, Licensee has requested that Licensor allow it to construct a fire escape on, over and above a portion of the sidewalk in front of the Property, which construction shall encroach into the City’s Right-of-Way (the “ROW”) area along Mattison Avenue; and

WHEREAS, the proposed fire escape shall extend 3’-4” (40”) beyond the rear wall of the building which will be 3’-8” into the sidewalk area and approximately 9’ 2” tall, as illustrated on Page A-4 of plans prepared by RS Architects titled “Renovations to Paranormal Books and Curiosities” dated 10/18/2006; and

WHEREAS, Licensor is willing to allow this construction under the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below and for good cause and valuable consideration, the adequacy of which the parties hereto expressly acknowledge, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee the revocable right to construct a fire escape on and over a portion of the sidewalk in front of the Property owned by Licensee on Mattison Avenue. The area of the encroachment permitted to be utilized by Licensee shall not be larger than as set forth above and as depicted and described in the plans prepared by RS Architects titled “Renovations to Paranormal Books and Curiosities” dated 10/18/2006. Said plans are on file in the City Clerk’s Office.

2. The within License shall be revocable at the will of Licensor, and Licensee shall have no recourse whatsoever against Licensor if said privilege is revoked at any time and/or for any reason during the course of the within Agreement.

3. Licensee acknowledges the legal title of Licensor to the above described property and does hereby agree to never deny such title or to claim title in Licensee's name.

4. Licensee will exercise the privilege granted herein at Licensee's own risk and agrees that it will never claim any damages against Licensor for any injury or damages suffered on account of the exercise of such privilege, regardless of fault or negligence of the Licensor.

5. Licensee shall name Licensor as an additional insured on its general liability insurance policy covering the Property. Licensor further agrees to indemnify and hold harmless the Licensor against any and all liability for damages for personal injuries or otherwise, and expenses resulting from, arising out of, or in any way connected with the exercise of the privilege by Licensee, its successors and assigns.

6. Licensee shall retain the two existing ground floor doors fronting Mattison Avenue in order to retain the look of an active commercial front. This representation is a material inducement to the granting of the within License by the Licensor.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

WITNESS:

621 Cookman Avenue Asbury Park, LLC

Print Name: _____

By: Kathy Kelly

Title: _____

ATTEST:

City of Asbury Park

By: Cindy A. Dye
Title: Municipal Clerk

By: Honorable John Moor
Title: Mayor



RESOLUTION NO. 2016-492

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

AUTHORIZING THE ACQUISITION, SUPPORT AND MAINTENANCE OF PROPRIETARY SOFTWARE FROM TARGET SOLUTIONS

WHEREAS, the Fire Department solicited a proposal from Target Solutions for training software for their employees, which software is proprietary; and

WHEREAS, this purchase is provided by a sole source provider as per the Temporary Qualified Purchasing Agent and is exempt from public bidding as per N.J.S.A 40A:11-5(1)(dd) Exceptions; and

WHEREAS, attached hereto is the proposal as provided by Target Solutions; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Account 6-01-25-265-000-222 in the amount of \$5,398.10; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the purchase of Target Solutions proprietary software in the amount of \$5,398.10.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2016-492 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CERTIFIED BY ME THIS 29th DAY OF December, 2016.

CINDY A. DYE
CITY CLERK



Memorandum

To: Michael Capabianco, City Manager

From: D. Kevin Keddy, Fire Chief

CC: File

Date: 12/27/2016

Re: Single Source Purchase Resolution

The Fire Department would like to purchase training software for our members. The software is proprietary and only available from a single source, as such we are requesting that a resolution is presented to the Council and if passed, allow us to make the purchase.

Target Solutions. The software will provide two main benefits to the Asbury Park Fire Department.

The software will increase both the frequency and efficiency of our members' training. Currently, each member receives training while on-duty. This training serves to both enhance the safety and operational efficiency of the department, but to also satisfy the multitude of continuing education requirements for our members State certifications (EMT, Fire Inspector, Fire Instructor, etc.) The training is administered by the individual officers (Battalion Chief and Captains) on each shift; the training curriculum is developed and supervised by the Training Division Captain. This creates several logistical problems for us:

Members receive training only while on-duty. When a class is given and a member is off on vacation, personal, sick, compensatory time, etc. there is no provision for that member to retake the class due to logistics and budgetary consequences.

- With around 7,000 annual calls, training is routinely interrupted. When the ambulance leaves on an emergency, the officer administering the training must either await their return or continue the class for the remainder of the on-duty members. This frequently results in the members assigned to the ambulance receiving only partial classes.

- The Training Division Supervisor (Captain) is currently assigned to a shift to reduce shift overtime due to staffing shortages. In addition to his normally assigned shift duties, he is tasked with supervising and administering training for three other shifts that he does not work with. This frequently results in the Training Captain performing this additional work while off duty.

The software will allow for a tangible decrease in training salary/wage expenses. Frequently, as members' certifications come up for renewal, it is necessary to send the member for continuing education classes on their own time (compensated with overtime). Just these past two months several of our members have received overtime in order to meet their CEU (continuing education unit) requirements for their EMT certifications that will expire at the end of 2016.

The software will allow the Training Division Supervisor to schedule individual training that members will be tasked with completing on their down time while on-duty. The training is web-based and will occur at each member's own speed. Additionally, if a member must leave on an emergency response, they can "pick up where they left off."

The software also allows for sharing of training materials among all of the software's clients, essentially making one, nationwide "co-op" of fire and EMS agencies' training programs. If we see a program in the software that we like, we can modify that program in a fraction of the time it would take to develop the program ourselves "from scratch." This will save time, effort and money.

The final benefit of the software is less tangible for the City proper, but may result in tangible savings for our residents. Our current ISO rating (Fire Service Rating Schedule-used to determine property insurance rates) is a Class 3 (1 being the lowest rates and 10 being the highest rates). One of our largest areas of deficiency noted in our last evaluation was in training. We have identified this software as a key method in increasing our on-duty training and improving our ISO (Insurance Service Office) rating without incurring overly-burdensome overtime expenditures.



SOLE SOURCE JUSTIFICATION

Asbury Park Fire Department

Kevin Keddy, Chief
December 9th, 2016



SOLE SOURCE JUSTIFICATION FOR TARGETSOLUTIONS' SERVICES

TargetSolutions provides a comprehensive suite of proprietary web-based solutions for departments and organizations across many industries. The company's online training management system features exclusive applications and best-in-class training courses. This unique, one-of-a-kind system delivers these tools through one, integrated online platform.

The TargetSolutions platform is a sole source product. There are no competitors with an offering equal to the package that TargetSolutions provides. Outlined in this document is an overview of TargetSolutions' key differentiators:

LEARNING MANAGEMENT SYSTEM

TargetSolutions' learning management system (LMS) makes it possible for administrators to assign and deliver online training courses and custom-made activities to their users. The system also provides the ability to track, document and report assignments.

Enterprise: TargetSolutions enables cities, counties, municipalities to deliver mandatory organization-wide training – like harassment prevention – and track it all at the Enterprise level. They can also enable their associated sites – like their fire department or public works agency – to customize and manage training that meets their own specific needs. With TargetSolutions, different organizations under the city, county or municipality can administer their own training and compliance – but managers at the top Enterprise level can oversee training and compliance results.

Assignment Scheduler (Course Delivery System):

Members can schedule videos, courses and customized organizational-specific activities with our powerful Learning Management System.

Notifications: Set up e-mail alerts specific for each employee that informs site administrators (and the employee) when expirations and deadlines approach. The platform also features a prominently displayed notification system warning users when assignments need attention.

Custom Content Delivery: Administrators have the ability to create, assign and manage the delivery of web-based content. Administrators can deliver

policies, SOPs and all other communications and ensure accountability by requiring employees to use an e-signature to verify receiving activities. Administrators are able to track completions and run reports with complete data.

Reports: Administrators can run reports on completed assignments, incomplete assignments, users, credentials, certificates, etc. They are able to save reports, recreate popular reports and specify output columns. They can also stay informed on their organization's progress toward completing courses and activities by monitoring assignment data that automatically filters onto the Dashboard.

File Center (Organizational Resources):

Organizations can store organizational resources, including policies, new-hire documentation and any other type of file they want in a password-protected and centralized online location.

Community Resources (Resource Sharing): Exclusive access to training videos, policies, best practices feature articles from industry experts, inspection forms and much more from other organizations across the country. Shared resources can be downloaded and delivered with ease.

Events Manager: Site administrators can create, schedule and track organizational events (including instructor-led training events, live meetings, etc.). This tool gives site administrators the ability to track user registration for events and set e-mail notification alerts.

Bulletin Board: Administrators can post organizational announcements for their entire organization to view on the home page of the platform.

Forums: The platform features a web-based discussion board that provides a centralized online location where an organization's administrators and users can discuss issues and trade ideas.

Organization & User Profiles (Management Tools): Site administrators can easily manage and update their employees' levels of access to the platform.

SCORM: TargetSolutions supports SCORM compliant courses from all sources. You can create your own content, upload it through TargetSolutions' SCORM-compatible system, and then assign to users. You can also create any type of custom activity, test, video or credential and deliver it with TargetSolutions.

RECORDS MANAGEMENT SYSTEM

TargetSolutions' records management system (RMS) makes it possible for administrators to track and report on all types of training assignments and activities. The powerful tools help organizations "go green," eliminate wasted paper and streamline their efforts, making managing personnel and remaining compliant more efficient.

Activities Builder: The application enables organizations to tailor training and/or activities to their organization's unique needs. Administrators can easily create any type of activity and assign it to users. Administrators can require e-signatures to verify they've received instructions.

Test Builder: Tests are created with Test Builder and attached to activities created with the Activities Builder. Administrators can gauge employees' comprehension of material by creating and delivering automatically graded tests. Tests can be attached to activities and assigned to users.

Certification & Qualification Management: Track and maintain credentials, certifications, qualifications and other types of information. Everything can be tagged with an alert or e-mail notification so it won't go unnoticed. TargetSolutions makes it easy for

organizations to track online and in-person training to meet mandated requirements.

ONLINE TRAINING

TargetSolutions' complete online training library consists of more than 1,000 courses for all types of public entities. Please turn to page 7 to view the complete catalog of online training courses. Here is an overview of course titles for each industry:

Fire Service: TargetSolutions features more than 60 hours of NFPA training, including NFPA 1001 Series (Firefighter I & II), NFPA 1021 Series (Company Officer) and NFPA 1500 Series. The catalog offers General Firefighter Training (Wildland Firefighting, ARFF, etc.) & Brunacini Functional Boss Behaviors.

AlphaACT® FIRE: TargetSolutions has partnered with AlphaTRAC Products to offer AlphaACT® FIRE's dynamic scenario-based training courses and course builder application. This web-based simulation training helps fire ground incident commanders improve their decision-making skills for the high stress, chaotic environment of a fire response. TargetSolutions has exclusive rights to offer AlphaACT® FIRE. For verification please see the attached document from AlphaTRAC Products.

EMS Continuing Education: TargetSolutions, which is organizationally accredited by CAPCE, offers more than 160 hours of EMS recertification. The catalog also features more than 80 hours of EMS training approved by the University of Maryland, Baltimore County (UMBC) that meet the stringent requirements for the Critical Care Emergency Medical Transport Program (CCEMT-P) and covers the following categories: Preparatory; Airway; Patient Assessment; Medical; Trauma; Special Considerations; Operations.

ACLS, BLS & PALS: Through TargetSolutions, fire and EMS personnel can take HealthStream's Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), and Pediatric Advanced Life Support (PALS). These courses are integrated into the platform, making it possible to easily assign, track, and report course completions.

OSHA & Compliance: TargetSolutions' online training catalog features 50 OSHA safety courses that can be used to comply with state and federal training mandates.

Human Resources: TargetSolutions' Human Resources courses are designed to supplement the course catalog by providing training that is relevant and essential to all employees of all industries. No matter what profession an employee holds, HR training is critical for reducing liability and improving productivity.

Motor Vehicle Safety: TargetSolutions' driver safety training courses offer departments a convenient, easy-to-use, and time-saving solution to reduce motor vehicle losses, one of the costliest but least addressed losses in the workplace.

Law Enforcement: TargetSolutions offers more than 240 courses created by subject experts. Courses feature interactions and scenario-based lessons, covering Active Shooter, Dispatch, Homeland Security, Patrol, Officer Survival, etc.

Water & Wastewater: TargetSolutions offers more than 60 hours of accredited recertification for water and wastewater. Agencies can fulfill safety and technical requirements with state-approved training on an easy-to-use mobile-compatible system.

SmartTeam – Professional Development: TargetSolutions offers more than 100 video-based, fully-narrated SmartTeam professional development training courses covering the following categories: Communication, Computer Skills, Customer Service, Finance, Health & Wellness, Leadership, Management and Sales. Courses are one-hour overviews covering professional development topics.

PARTNERSHIPS

TargetSolutions is proud of the partnerships we have developed with organizations that share our enthusiasm for service. Together, we strive to help organizations and professionals achieve their goals and enhance performance. We are thankful for each of our partners and their commitment to the industries we serve.

National Fire Protection Association (NFPA): In 2002, the NFPA invested in TargetSafety (now TargetSolutions) to enable the company to deliver online training courses to serve NFPA's fire service members. NFPA was instrumental in financing the development of TargetSolutions' content and advanced applications for the fire service.

CAPCE: TargetSolutions is organizationally accredited by the Commission on Accreditation for Pre-Hospital Continuing Education, a leading accrediting body for EMS continuing education. This accreditation goes beyond individual course approvals, CAPCE has in fact conducted a comprehensive evaluation of TargetSolutions' content-creation process, as well as other factors, to grant this elite status.

Volunteer & Combination Officers Section: The VCOS seeks to represent the interests of all volunteer and combination fire/rescue/EMS agencies.

International Association of Fire Chiefs: The IAFC's mission is to provide leadership to current and future career, volunteer, fire-rescue and EMS chiefs, chief fire officers, company officers and managers of emergency service organizations throughout the international community.

Texas State Firemen's & Fire Marshals' Association: The cornerstone of the SFFMA is the Certification Program for firefighters, which encourages training, education and certification for all emergency responders.

The North Texas Police Chiefs Association: The purpose of the NTPCA shall be to support the Texas Police Chiefs Association (TCPA) in its promotion and professional development of all executive and management personnel within duly constituted law enforcement agencies as well as other mission of the TCPA, and to facilitate opportunities to encourage participation and interaction among police chiefs in North Texas for the purpose of communication, training, discernment of issues, and promoting the TCPA.

The International Association of Directors of Law Enforcement Standards and Training: The IADLEST is an international organization of training managers

and executives dedicated to the improvement of public safety personnel. IADLEST serves as the national forum of Peace Officer Standards and Training (POST) agencies, boards, and commissions as well as statewide training academies throughout the United States.

Municipal Emergency Services, Inc.: The largest supplier of first responder equipment, MES has chosen to distribute TargetSolutions for its offering in online training and records management.

California-Nevada Section American Water Works Association: The CA-NV AWWA's passion is to support the drinking water professionals that provide safe and reliable water to millions of people throughout California and Nevada.

Advisory Boards: TargetSolutions has created EMS & Law Enforcement Advisory Boards, with the mission to strategically develop ways to improve TargetSolutions' EMS & Law Enforcement course content and software applications.

CLIENT SERVICES

TargetSolutions exists to deliver engaging online training courses, powerful records management applications, and world-class customer service.

Platform Training: TargetSolutions representatives will give you comprehensive instructions to teach you the platform's nuances.

Implementation: Our experienced implementation team will work to ensure the platform is configured properly to support your organization's needs.

Online Help System: We provide an extensive web-based Help System with detailed instructions and video tutorials for each operational activity on the platform.

24/7 Support: Our team is available to answer questions during normal business hours. After-hours emergency support is also available.

Live Chat Feature: The Help System includes an interactive chat feature in which you can quickly and easily communicate with a TargetSolutions representative.

Renewal Support: Your dedicated Account Manager will support you throughout your organization's contract and will also assist during the renewal process.

ACCREDITATION

Professionals in various industries can work to meet continuing education requirements with TargetSolutions' computer-based training management system.

EMS: TargetSolutions is an approved online training provider nationwide.

Fire: TargetSolutions' training is accepted in seven states, with six of them being direct approval from the state.

Law Enforcement: TargetSolutions is approved through POST agencies in seven states, and our training is accepted by an additional 24 states (as of Sept. 1, 2016).

Water/Wastewater: TargetSolutions is an approved training provider for water and wastewater operators in 23 states.

TECHNOLOGY DIFFERENTIATORS

TargetSolutions is committed to providing the industry's most innovative and reliable online training management system.

RESTful API: TargetSolutions offers a RESTful API that can be used to integrate with any capable third party system.

Reports: In addition, TargetSolutions offers several report APIs. Our Completions report, Incomplete Assignments report and Credentials report are available programmatically. These APIs can also be used to interface with any capable third party system.

Reliability & Database: Servers consistently exceed 99.9 percent uptime. TargetSolutions uses top-of-the-line equipment to ensure our database is sound and customers are satisfied.

Backup: TargetSolutions backs up data in real time using Oracle Active Data Guard to a second

redundant server in our primary data center, and to a third server in our disaster recovery data center.

Web Events: Lets departments conduct live, online meetings (such as interactive training events) with remote participants from within the TargetSolutions platform.

Records: TargetSolutions will retain an organization's training and compliance records for six years after the conclusion of the organization's contract. Clients are able to pull and save data for as long as needed.

SUMMARY

TargetSolutions is the **only** all-in-one Learning Management System and Records Management System with the powerful applications to help organizations increase organizational awareness, deliver policies, and customize the training experience. As a Software as a Service (SaaS) platform, TargetSolutions requires no hardware, no software, and no downloads.

Should you have any questions about the information presented above, please feel free to contact us at (800) 840-8048. We look forward to working with you and hope to serve your department for many years to come. Thank you for your consideration and evaluation of TargetSolutions and our platform.



TargetSolutions delivers employee training
that helps public entities mitigate risk,
reduce claims and save money.

ONLINE COURSE CATALOG :: TABLE OF CONTENTS

TargetSolutions features more than 1,000 online training courses for public entities. Online courses can be used to help agencies comply with federal, state and local training mandates.

Emergency Medical Services	8
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Motor Vehicle Safety	14
OSHA & Compliance	14
Professional Development	15
Professional Security	18
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Spanish	20
Water & Wastewater	21

EMERGENCY MEDICAL SERVICES

TargetSolutions offers a comprehensive catalog of online EMS continuing education courses that is accepted in most states. Our courses allow first responders, EMT-Basics, EMT-Intermediates and EMT-Paramedics to complete their continuing education requirements in an engaging and easy-to-use format.

PREPARATORY

- Clinical Decision-Making
- Common Infectious Pathogens
- Communication and Documentation
- Cultural Diversity for EMS Providers
- Diet & Nutrition
- Health & Wellness
- HIPAA Awareness
- Infectious Disease Control
- Medical, Ethical, and Legal Issues
- Protecting Yourself from Influenza
- Therapeutic Communications
- Workplace Stress

AIRWAY

- Advanced Airways: Intubation and Beyond (2 hours)
- Airway Management Advanced (2 hours)
- Airway Management Basic
- Blind Nasotracheal Intubation
- Capnography
- Mechanics of Breathing
- Orotracheal Intubation
- Respiratory System A&P Review
- Suctioning the Patient Airway
- Supplemental Oxygen
- Tracheostomies Advanced

PATIENT ASSESSMENT

- Assessing the Patient with Major Trauma
- Patient Assessment Advanced
- Patient Assessment Basic
- Rapid Secondary Assessment
- Special Challenges in Patient Assessment

MEDICAL

- Acute Respiratory Distress Syndrome Advanced
- Allergies and Anaphylaxis Advanced
- Allergies and Anaphylaxis Basic
- Altered Mental Status Advanced
- Altitude Emergencies
- Aquatic Emergencies
- Asthma Advanced
- Behavioral Emergencies Advanced
- Behavioral Emergencies Basic
- Carbon Monoxide Poisoning
- Cardiac Emergencies Advanced
- Cardiac Emergencies Basic
- Cardiovascular Anatomy & Physiology Review

- Complete Resuscitation: Integrating Post-Care Advanced
- Date Rape Drugs
- Diabetic Ketoacidosis Advanced
- Endocrine System Emergencies Advanced
- Epilepsy
- Fundamentals of 12 Lead ECG Operation and Interpretation
- H1N1 (Swine Flu)
- Heat Illness and Emergencies
- Hematology
- HIV/AIDS Awareness
- Intraosseous Infusion Advanced
- Intro to Arrhythmias: Escape Rhythms and Premature Complexes
- Intro to Arrhythmias: Tachy-arrhythmias and Fibrillation
- Managing Cardiac Arrest: During and After Resuscitation
- Medication Errors
- Methamphetamine
- MRSA Infections
- Non-Traumatic Abdominal Injuries
- Non-Traumatic Chest Pain
- Obstetrical Emergencies Advanced (2 hours)
- Operating an AED
- Pharmacology Advanced
- Pharmacology Basic
- Poisoning and Overdose
- Prehospital Pulmonary Embolism Care
- Renal Failure Advanced
- Respiratory Emergencies Advanced
- Respiratory Emergencies Basic
- Toxicology and Substance Abuse Advanced
- Understanding the Basics of ECGs

TRAUMA

- Abdominal Trauma Advanced
- Abdominal Trauma Basic
- Amputation Injuries Advanced
- Bleeding and Shock Advanced
- Bleeding and Shock Basic
- Bomb Blast Injuries Advanced
- Burn Management Advanced
- Burn Management Basic
- CNS Injuries Advanced
- CNS Injuries Basic
- Environmental Emergencies Advanced
- Environmental Emergencies Basic
- Femur Fractures

- Gunshot Wounds
- Head and Facial Injuries Advanced
- Injuries and Infections of the Eye
- Kinematics of Trauma
- Musculoskeletal Injuries Advanced
- Musculoskeletal Injuries Basic
- Pelvic Fractures Advanced
- Spinal Cord Injuries
- Thoracic Emergencies Advanced
- Thoracic Emergencies Basic
- Traumatic Head and Brain Injuries Advanced
- Traumatic Injury During Pregnancy

SPECIAL CONSIDERATIONS

- Bariatric Patients
- Geriatric Behavioral Emergencies
- Geriatric Emergencies Advanced
- Geriatric Emergencies Basic
- Geriatric Hip Injuries
- Managing Chronic Care Patients
- Neonatology Advanced
- Obstetrical Emergencies Advanced (2 hour)
- Obstetrical Emergencies Basic
- Patient Abuse and Assault
- Patients with Special Challenges
- Pediatric Airway Management Advanced

- Pediatric Assessment
- Pediatric Burns Advanced
- Pediatric Cardiac Arrest Advanced
- Pediatric Emergencies Advanced
- Pediatric Emergencies Basic
- Pediatric Shock Advanced (2 hours)
- Pediatric Trauma Advanced
- Sudden Infant Death Syndrome (SIDS)

OPERATIONS

- Back Injury Prevention
- Confined-Space Entry
- Crime Scene Awareness
- Driving Safety
- Emergency Response to Terrorism (Modules 1–4)
- Fire & EMS Grant Writing
- First Responder Operations Level Refresher (Modules 1–4)
- Introduction to Hazardous Materials
- Managing Multiple Casualty Incidents
- Medical Extrication & Rescue
- Hazard Communication

ADDITIONAL COURSES

- AHA HeartCode ACLS
- AHA HeartCode BLS

FIRE

TargetSolutions' course catalog delivers more than 250 hours of recertification courses for emergency responders. Courses based on the NFPA codes and standards, including NFPA 1001, 1021 and the 1500 Series. Courses also cover wildland fire, response to terrorism and much more.

NFPA 1001 SERIES | FIREFIGHTER I & II

TargetSolutions has a complete library of Firefighter I & II awareness and refresher level courses based on NFPA codes and standards.

- Building Construction
- Fire Behavior
- Fire Control
- Fire Department Communications
- Fire Detection, Alarm & Suppression Systems
- Fire Hose
- Fire Prevention and Public Education
- Fire Streams
- Firefighter Orientation and Safety
- Firefighter Personal Protective Equipment
- Firefighting Foams
- Forcible Entry into a Structure
- Ground Ladders
- Loss Control

- Portable Extinguishers
- Protection of Evidence of Fire Origin & Cause
- Rescue and Extrication
- Self-Contained Breathing Apparatus
- Vehicle Extrication
- Ventilation
- Water Supply

NFPA 1021 SERIES | COMPANY OFFICER

TargetSolutions has developed a complete line of company officer awareness and refresher level courses based on NFPA codes and standards.

- Action Plan Implementation
- Assuming the Role of Company Officer
- Budgeting
- Community Awareness
- Company-Level Training
- Elements of Supervision and Management

- Fire and Life Safety Inspections
- Fire Department Communications
- Fire Department Structure
- Fire Investigation
- Firefighter Safety and Health
- Government Structure
- Incident Response Safety
- Incident Scene Communications
- Incident Scene Management
- Information Management
- Labor Relations
- Leadership as a Group Influence
- Legal Responsibilities and Liabilities
- Pre-Incident Planning
- Professional Ethics
- Public Education Programs

NFPA 1500 SERIES

This series of courses is designed specifically for the fire industry and meets the NFPA 1500 code requirements. These courses were developed in conjunction with the NFPA, and specific content experts at the NFPA participated in their creation.

- Advanced HAZWOPER Awareness (Modules 1–4)
- Bloodborne Pathogens Safety
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined Space Entry
- CPR Academic
- Driving Safety
- Hazard Communication
- HAZMAT Spill Prevention & Control
- HAZMAT Transportation
- Laboratory Safety
- Materials Handling, Storage, Use & Disposal
- Personal Protective Equipment
- Respiratory Protection
- Welding Safety

GENERAL

- Assembly Occupancy Fire and Life Safety Inspection
- Building Construction
- Carbon Monoxide
- Customer Service for Fire Department Personnel

- Emergency Response to Terrorism (Modules 1–4)
- Ethics
- Fire & EMS Grant Writing
- Fire Alarm Systems
- Fire Industry Driver Intersection Safety
- Fire Industry Driver Operator
- Fire Industry Introduction to Wildland Fire Behavior
- Fire Prevention and Public Education
- First Responder Hybrid Vehicle Incidents
- First Responder Operations (Modules 1–4)
- Firefighter Rehabilitation (Modules 1-2)
- High Rise Fire and Life Safety Inspection
- How to Read a Building
- Leadership and Ethics
- NFPA 1403 Live Fire Training Evolutions
- NFPA 1584 Firefighter Rehabilitation Customer Service for Fire Department Personnel
- Portable Extinguishers: Types and Usages
- School Fire and Life Safety Inspection
- Water Supply

WILDLAND FIREFIGHTING

- RT-130 Annual Wildland Fire Safety Refresher (Modules 1–4)
- S-190 Intro to Wildland Fire Behavior (Modules 1–4)

ARFF TRAINING

TargetSolutions is pleased to offer valuable training for airport firefighters. The 17-course bundle delivers 13 hours of training featuring video- and scenario-based lessons.

- Adapting and Using Structural Equipment
- Aircraft Cargo Hazards (Parts 1-2)
- Aircraft Familiarization
- Aircraft Rescue - Emergency Communications
- Airport Rescue and Firefighting Ops
- Application of Extinguishing Agents (Parts 1-4)
- Aviation Incident Response/Crash Rescue Management
- Command and Control of Aircraft Incidents
- Emergency Aircraft Evacuation
- Out of the Blue
- Personnel Safety
- Vehicle Rescue
- Water Rescue

HUMAN RESOURCES

TargetSolutions' Human Resources courses are designed to supplement the course catalog by providing training that is relevant and essential to all employees. Courses covering Employment Practices for Supervisors cover issues encountered in the workplace for individuals tasked with making employment decisions, including issues of harassment, hiring and termination, discrimination, evaluation and documentation.

HUMAN RESOURCES

- Alcohol-Free Workplace
- Computer Security Awareness
- Customer Service
- Drug-Free Workplace
- Ethics in the Workplace
- General HIPAA Awareness
- General Office Ergonomics
- Health & Wellness
- Office Safety
- Red Flag Rules (Identity Theft Protection)
- Sexual Harassment Awareness
- Targeted Violence Considerations
- Workplace Diversity
- Workplace Stress
- Workplace Violence

EMPLOYMENT PRACTICES FOR SUPERVISORS

- Anger, Violence, and Conflict in the Workplace

- Dealing with Issues of Alcohol and Substance Abuse
- Discipline and Termination
- Employment Practices Overview
- Interviewing and Hiring
- Performance Management
- Preventing Discrimination in the Workplace
- Reasonable Suspicion of Alcohol for Supervisors
- Reasonable Suspicion of Drugs for Supervisors
- Understanding Employee Leave
- Motor Vehicle Incident Investigation for Supervisors
- Motor Vehicle Personnel Selection for Supervisors
- Motor Vehicle Safety Overview for Supervisors
- Sexual Harassment for Supervisors

CALIFORNIA STATE MANDATED TRAINING

- CA Local Agency Ethics (AB 1234)
- Cal/OSHA Log 300
- Sexual Harassment for Supervisors (California AB 1825)

LAW ENFORCEMENT

TargetSolutions' robust online course catalog features engaging courses covering dozens of topics germane to law enforcement officers. Courses are put through a rigorous creation process to ensure comprehensive information that features detailed lesson plans. The end result is a well-trained and prepared police force.

- Arrest and Control Techniques
- Arrest Procedures
- Computer Security Awareness (LAW)
- Crime Scene Investigation
- Critical Incident Response
- Dispatch
- Domestic Violence
- Drug Interdiction
- Drug Investigation
- Excessive Force
- Fatigue
- Gang Dynamics
- Gang Identification
- Mental Illness
- Use of Force
- Workplace Violence (LAW)
- Workplace Diversity (LAW)

CORRECTIONS

- Booking and Intake
- Community Corrections

- Con Games in Jail and Prisoner Transport
- Control, Verbal Judo and Defensive Tactics
- Corrections and Terrorism
- Corruption Continuum
- Court Tactics and Techniques
- Cross-Gender Supervision and Jail Crisis Response
- Direct Supervision
- Gangs and Jail Recreation
- Inmate Supervision
- Inmate/Cell Searches and Jail Escapes
- Integrity in the Workplace
- Interpersonal Communications and Weapon Control
- Jail Gangs
- Jail Suicides and Close Quarter Assaults
- Juvenile Corrections
- Juvenile Inmates
- Medical Emergencies
- Prisoner Escort
- Professional Communications Skills
- Stress Reduction and Improving Officer Morale
- Tactical Jaw and Limb Control

- Tuberculosis in Corrections
- Use of Force: Role of the 8th Amendment
- Violent Attacks
- Youth Gangs

DISPATCH

- Answering Suicidal Callers
- Calls from the Hearing Impaired
- Communication Essentials
- Handling Special Situations
- Managing a Communications Division
- Officer Line of Duty Death
- Stress Management:
- Team Building
- The AMBER Alert System

DRIVER TRAINING FOR POLICE

- Accidents and Emergencies
- Adjusting to Changing Conditions
- Characteristics of Law Enforcement Vehicles
- Dangers of Speeding
- Defensive Driving Strategies
- Distracted Driving
- Driver Safety Orientation
- Emergency Vehicle Operations
- Impaired Driving
- Intersection Safety
- Legal Consideration for Police Drivers
- Police Vehicle Technology
- Pursuit Driving
- Safe Backing
- Vehicle Inspection & Maintenance
- Vehicle Safety & Security

HOMELAND SECURITY

- Control Procedures for WMD Incidents
- Critical Infrastructure Protection (Modules 1-3)
- Homeland Security Awareness (Modules 1-6)

INVESTIGATION

- Bloodstain Evidence Analysis
- Bloodstain Evidence Documentation
- Body of Evidence
- Building Search Essentials
- Bullet Ricochet Phenomena
- Burned Evidence
- Cartridge Case Ejection Pattern Testing
- Cold Case Files
- Composite Interviewing
- Consent Searches: United States v. Drayton
- Dangers of Hidden Devices
- Detecting Strangulation
- DNA Evidence and Testing
- Elder Abuse
- Electron Microscopy

- Evidence Chain of Custody
- Evidentiary Reenactments
- Fatal Blood Loss Evidence
- Fiber Analysis
- Footprint Impressions Evidence
- Forensic Genetics
- Forensic Geology and Odontology
- Geophysics and Forensic Anthropology
- High Risk Warrants
- Home Seizures: Illinois v. McArthur
- Homicide Investigation
- Identity Crimes
- Insurance Fraud
- Intelligence Gathering and the U.S. Patriot Act
- Large Vehicle Bombs: Post-Blast Investigation (Modules 1-2)
- Mail Bombs
- Micro-Clues
- Motor Vehicle Theft
- Munchausen Syndrome by Proxy
- Open Source Investigations
- Post-Blast Investigation
- Profiling Criminal Violators
- Pyro analysis and Toxicology
- Recognizing Fraudulent Identification Documents
- Retroactive Amnesia
- Rope Analysis
- Slow and Deliberate Searches
- The Proper Use of Trajectory Rods
- Tire Tread and Tire Track Evidence
- Toxicology
- Ultraviolet Microscopy
- Undercover Drug Buys
- Undercover Drug Reversals

OFFICER SURVIVAL

- Aerosol Defense Spray
- Collapsible Baton
- Combat Handcuffing
- Command Presence
- Concealed Carry Tactics
- Concepts of the Duty Pistol Training Course
- Confined Area Survival Tactics (Modules 1-2)
- De-escalating the Use of Force
- Edged Weapon Defense Tactics
- Electronic Control Devices
- Firearm Retention and Disarming
- Firearm Safety in the Home
- Firearms Training Paradigm
- Knife Defense Tactics
- Laser Sighting Systems
- Less Lethal Force
- Non-dominant Hand Skills
- O.C. Sprays
- Off-Duty Survival

- Officer Involved Shootings
- Operational Characteristics of the Pistol
- Physio kinetics and Time Framing
- Physiological Response to Stress
- Police Shooting Tactics
- Pressure Point Control Tactics
- Risk Assessment
- Survival Considerations for Female Officers
- Tactical Ground fighting
- The Paradigm of Pistolcraft
- Use of Deadly Force: Garner v. Tennessee
- Use of Force Decision Making
- Witness to Excessive Force

PATROL

- Achieving Peak Performance
- Approaching a Suspect on Foot
- Basic Medical Procedures
- Basic Physical Conditioning
- Basic Principles of Active Shooter Response
- Bike Patrol
- Bomb Tactics
- Child Abduction Response Teams (CART)
- Clandestine Drug Labs
- Coaching for High Quality Work Performance
- Commercial Vehicle Searches
- Communication Processes
- Community Injury Prevention Programs
- Conducting Traffic Stops
- Core Competencies of Leadership
- Crime Analysis Tools and Techniques
- Crime Prevention in the 21st Century
- Crimes in Progress
- Critical Incident Stress Management
- Danger on Traffic Stops
- Domestic Violence (Modules 1-2)
- Driving Safety
- Drug Informants
- Emergency Childbirth
- Emergency Vehicle Evacuation
- Ethics in Law Enforcement
- Evaluate and Use Non-Verbal Messages
- Explosives and Military Ordinance
- Field Sobriety Testing
- Foot Pursuits
- Geographic Information Systems and Crime Analysis
- Heart Health for Active Duty Officers
- Hostage Negotiations
- Hydroponics
- Infectious Diseases
- Law Enforcement Personnel Standards
- Major Supreme Court Decisions of 2004
- Managing Confrontation with Communication
- Managing Traumatic Injuries
- Mass Casualty Response
- Mentally Ill Crisis Intervention
- Military Courtesy for Uniformed Police Person
- Natural Disasters
- NHTSA Education Initiatives
- No Regard for Human Life (Parts 1-2)
- Non-Verbal Officer Communication
- Officer Training Techniques
- Patrol Strategies and Tactics
- Physical Control of a Raging Suspect
- Poison Exposure Hazards
- Police Response to Structure Fires
- Protection of Potential and Actual Crime Scenes
- Pursuit Driving
- Pursuit Phases and Technologies
- Rapid Vehicle Takedown
- Recognizing Possible Suspects
- Remote Area Techniques and Tactics
- Report Writing to Win Cases (Modules 1-2)
- Responding to Physical Child Abuse
- Safety Securing and Transporting Subjects
- School Resource Officers
- Sex Crimes Against Children
- Sex Offender Registrations
- Sharpening Facial Recognition Skills
- Single Officer Patrol
- Special Interest Aliens
- Sudden In-Custody Death Syndrome
- Suicide Bombers
- Suicide by Cop
- Tactical Felony Stops
- Tactical Response to Snipers and Mass Shootings
- Terrorism and the Municipal Police Department
- Traffic Stops and Racial Profiling (Modules 1-3)
- Training Techniques: SWAT
- Understanding Hate Crimes
- Vehicle Compartment Searches
- Vehicle Searches
- Verbal Judo
- Visual Sense Dominance
- Weapons of Mass Destruction Overview (Modules 1-2)
- WMD Decontamination Systems
- Women in Law Enforcement

MOTOR VEHICLE SAFETY

TargetSolutions' Online Driver Training & Compliance Program offers organizations a solution to reduce motor vehicle losses. Driver curriculum is designed to change unsafe driving behavior and reinforce critical safe-driving concepts. Courses have been tailored to meet the varied needs of drivers of automobiles, large trucks and passenger vans. Supervisor curriculum is designed to provide supervisors with the training necessary to maintain a staff of safe and capable drivers. Driver training courses and curriculum for supervisors are available.

DRIVER TRAINING

- Accidents and Emergencies
- Adjusting to Changing Conditions
- Aggressive Driving
- Dangers of Speeding
- Defensive Driving Strategies
- Distracted Driving
- Driver Safety Orientation
- Expressway and Highway Driving
- Impaired Driving
- Intersection Safety
- Passenger Van Safety
- Safe Backing
- Seat Belt & Airbag Safety
- Securing Materials for Transportation
- Sharing the Road
- Vehicle Inspection and Maintenance
- Vehicle Safety and Security

EMERGENCY VEHICLE OPERATOR TRAINING

- Accidents & Emergencies for Emergency Vehicle Operators
- Adjusting to Changing Conditions for Emergency Vehicle Operators
- Dangers of Speeding for Emergency Vehicle Operators
- Defensive Driving Strategies for Emergency Vehicle Operators
- Distracted Driving for Emergency Vehicle Operators
- Driver Safety Orientation for Emergency Vehicle Operators
- Emergency Vehicle Characteristics
- Emergency Vehicle Operations
- Impaired Driving for Emergency Vehicle Operators
- Intersection Safety for Emergency Vehicle Operators
- Legal Considerations for Emergency Vehicle Operators

- Safe Backing for Emergency Vehicle Operators
- Seat Belt & Airbag Safety for Emergency Vehicle Operators
- Securing Materials for Transportation for Emergency Vehicle Operators
- Vehicle Inspection and Maintenance for Emergency Vehicle Operators
- Fleet Program Vehicle Safety and Security for Emergency Vehicle Operators

LARGE VEHICLE DRIVER TRAINING

- Accidents & Emergencies for Large Vehicle Operators
- Adjusting to Changing Conditions for Large Vehicle Operators
- Aggressive Driving for Large Vehicle Drivers
- Dangers of Speeding for Large Vehicle Drivers
- Defensive Driving Strategies for Large Vehicle Drivers
- Distracted Driving for Large Vehicle Drivers
- Driver Safety Orientation for Large Vehicle Drivers
- Impaired Driving for Large Vehicle Drivers
- Intersection Safety for Large Vehicle Drivers
- Large Vehicle Characteristics
- Safe Backing for Large Vehicle Drivers
- Seat Belt & Airbag Safety for Large Vehicle Drivers
- Securing Materials for Transportation for Large Vehicle Drivers
- Sharing the Road for Large Vehicle Drivers
- Vehicle Inspection and Maintenance for Large Vehicle Drivers
- Vehicle Safety and Security for Large Vehicle Drivers

SUPERVISOR TRAINING

- Motor Vehicle Incident Investigation for Supervisors
- Motor Vehicle Safety Overview for Supervisors
- Motor Vehicle Personnel Selection for Supervisors

OSHA & COMPLIANCE

TargetSolutions' online courses can be used to help comply with OSHA and other federal and state regulatory agency training mandates. Complete all of your required compliance training courses online, eliminating the logistic issues inherent in traditional training methods. OSHA & Compliance courses cover the following categories: General Safety, Environmental Awareness, Human Resources and supervisor-related course topics.

OCCUPATIONAL HEALTH & SAFETY

- Advanced Construction Safety (Modules 1–4)
- Advanced HAZWOPER Awareness (Modules 1–4)

- Aerosol Transmissible Diseases
- Alcohol-Free Workplace
- Asbestos Awareness

- Back Injury Prevention
- Bloodborne Pathogens Safety
- Building Evacuation and Emergencies
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined-Space Entry
- CPR Academic
- Diet & Nutrition
- Disaster Preparedness
- Driving Safety
- Drug-Free Workplace
- Electrical Safety
- Eye Safety
- Fall Protection
- Fire Extinguisher Safety
- Fire Prevention Safety
- First Responder Operations Level Refresher (Modules 1–4)
- Forklift Safety
- General Construction Safety
- General First Aid Part 1
- General First Aid Part 2
- General Office Ergonomics
- Hand & Power Tool Safety
- Hazard Communication
- HAZMAT Spill Prevention & Control
- HAZMAT Transportation
- Health & Wellness
- Hearing Conservation

- HIV/AIDS Awareness
- Incident Investigation
- Indoor Air Quality
- Industrial Ergonomics
- Laboratory Safety
- Ladder & Scaffolding Safety
- Laser Safety
- Lead Awareness
- Lock-Out / Tag-Out
- Machine Guarding
- Materials Handling, Storage, Use & Disposal
- Office Safety
- Personal Protective Equipment
- Radiation Safety
- Respiratory Protection
- Risk Assessment Analysis
- Slips, Trips, & Falls Prevention
- Trenching & Shoring
- Welding Safety
- Working in Extreme Temperatures
- Workplace Stress
- Workplace Violence

COMPLIANCE

- Cal/OSHA Log 300
- General HIPAA Awareness
- Sexual Harassment Awareness
- Workplace Diversity

PROFESSIONAL DEVELOPMENT

TargetSolutions provides online training courses to help employees improve their productivity in the workplace. These courses educate employees on customer service skills, leadership abilities, health and wellness, sales knowledge, and much more. By training with TargetSolutions, employees can improve their abilities and become more effective employees.

CERTIFICATE PROGRAM

Take training to the next level with a *SmartTeam* Certificate Program! These exclusive multi-course programs are designed to provide the skills your people need to become leaders in the field.

Comprehensive Sales Program

Discusses how to approach cold calls, create winning phone scripts, how to identify qualified prospects and most importantly how to close the sale. Additionally, you'll get a course on B2B sales as well as a course on the complete sales cycle.

- Smart Sales 1: Understanding the Psychology of Sales

- Smart Sales 2: Identifying the Decision Maker & Setting Appointments
- Smart Sales 3: Securing Appointments & Advancing the Sale
- Smart Sales 4: Overcoming Objections & Closing the Sale
- Smart Sales 5: Business-to-Business Sales
- Smart Sales 6: The Sales Cycle

Manager Essentials

Helps every manager master the essentials, including how to motivate and inspire every member of a team to increase productivity, morale, and ultimately the success of your business.

- Smart Management: The Art & Science of Delegation
- Smart Workplaces: Putting Your People First (Personnel Administration)
- Smart Management: Methods for Motivating Your Team

Quality Essentials

Provides an overview on how to build quality awareness, move on to systematic problem solving and conclude with process improvement. Our Quality Essentials Certificate is a must have for all team members and will help all levels of the organization improve quality, whether you are a frontline team member or the CEO.

- Smart Quality: Building Quality Awareness
- Smart Quality: Systematic Problem Solving
- Smart Quality: Process Improvement

COMMUNICATION

In today's business world, e-mails, proposals, and reports are important forms of business communication. These interactive online courses educate employees on communication best practices in a professional setting.

Smart Business Writing

- 4 Stages to Writing Your Best
- Email Do's and Don'ts
- How to Write Powerful & Persuasive Emails
- Short, Sweet and To-the-Point Reports
- Tackling the Technical Proposal
- Writing Effective Emails

COMPUTER SKILLS

Effectively operating Microsoft Office programs (i.e. Word, Excel, PowerPoint, and Outlook) is important in a professional work environment. These courses educate employees on various programs and provide lessons on how to implement new skills.

Smart Office | Excel

- Excel 2013 Essential Training I
- Excel 2013 Essential Training II
- Excel 2010 Essential Training
- Excel 2010 Essential Training II

Smart Office | Outlook

- Outlook 2013 Essential Training
- Outlook 2010 Essential Training
- Outlook 2010 Essential Training II

Smart Office | PowerPoint

- PowerPoint 2013 Essential Training
- PowerPoint 2010 Essential Training
- PowerPoint 2010 Essential Training II

Smart Office | Word

- Word 2013 Essential Training I
- Word 2013 Essential Training II
- Word 2010 Essential Training
- Word 2010 Essential Training II

CUSTOMER SERVICE

In customer service, employees are representative of a business. That's why it's important for employees to represent to the company professionally. These interactive courses are designed to help employees understand how to provide exceptional customer service.

- 3-Steps to Successful Customer Interaction
- Courtesies, Attitude, and Ethics
- Effective Verbal and Nonverbal Communication
- Handling Customer Complaints
- Listening for Understanding

FINANCE

A detailed budget helps an organization determine its financial position and where it needs to go in the future. TargetSolutions' interactive online courses help organizations establish and maintain a budget that works for you.

- Creating a Budget that Works for You

HEALTH & WELLNESS

TargetSolutions' Health & Wellness courses are designed to educate employees on health and wellness. This curriculum contains titles in safety, health, and mental health covering fundamental information to improve lifestyles and performance of employees.

Smart Safety

- Safe Driving

Smart Health

- Best Practices to Help You Quit Smoking
- Bloodborne Pathogens
- Child Nutrition - How to Avoid/Prevent Childhood Obesity
- Drinking Responsibly
- Eating Right
- HIPAA Privacy Standards for Everyone
- Managing Your Cholesterol and Blood Pressure
- Physical Fitness – Choosing an Exercise Plan That's Right for You
- Proper Posture and Breathing
- Yoga & Meditation - Finding your Inner Chi

Smart Mental Health

- Core Values and Finding a Purpose in Life
- Goal Setting and Visualization Techniques
- Happiness is a Choice - Keys to Living a Joyful Life
- Keys to Successful Parenting
- Managing Anger and Emotions
- Mastering Marriage
- Reducing Stress and Anxiety
- Surviving and Thriving After Divorce

LEADERSHIP

Leadership development is ultimately self-development, and this series of courses will help leaders in your organization meet that daily challenge. This series inspires leaders to create a workplace that rejoices in celebration and encourages the best efforts from everyone.

- Part 1 - What Leaders Do
- Part 2 - Model the Way
- Part 3 - Inspire a Shared Vision
- Part 4 - Challenge the Process
- Part 5 - Enable Others to Act
- Part 6 - Encourage the Heart

MANAGEMENT

These online courses cover important management topics. TargetSolutions' interactive Management courses are designed to help one gain a general knowledge of various techniques required to interact with co-workers, supervisors, managers, clients, and vendors.

- Business Essentials
- Coaching for Better Performance

- Data Security
- Discrimination in the Workplace for Managers
- Effective Performance Review Practices
- Equal Employment Opportunity and Diversity for Managers
- Getting the Most out of a Multigenerational Workforce
- Hiring the Right Talent - Customer Service
- Hiring the Right Talent - Sales
- How to Handle Workplace Challenges
- Key Skills for Managing & Coaching Your Team
- Lawful Employee Discipline
- Lawful Hiring Practices
- Lawful Termination Practices
- Managing a Geographically Distributed Workforce
- Methods for Motivating and Mentoring Your Team
- SMART Goals - Setting Effective Targets for Success
- Successfully Transitioning from Team Member to Manager
- The Art & Science of Delegation

Smart Project Management

- Keys to On-Time, On-Budget Results

Smart Time Management

- 7 Steps to Regaining Control of Your Day
- The 80/20 Rule for Making Every Minute Count

Smart Workplaces

- Code of Conduct - Ethics Education & Social Media Guidelines
- Designing Safe Workspaces & Preventing Injury
- Optimizing LinkedIn for Sales Prospecting and Business Networking
- Preparing for a Pandemic Flu Outbreak
- Protecting Your Team against Violence at Work
- Putting Your People First - Personnel Administration
- Responsible Social Media for Team Members
- Sexual Harassment Prevention for Team Members
- Sexual Harassment Prevention Overview for Team Members
- Understanding the Family Medical Leave Act (FMLA)
- Webinars – Conducting a Web-based Presentation

Smart Quality

- Building Quality Awareness
- Process Improvement
- Systematic Problem Solving

SALES

Sales courses are designed to help develop professional sales skills. These titles are comprised of a six-part and 10-part series that discuss the preparation, strategy, and process of the sales cycle to ultimately close the sale.

- Advanced Tele-Prospecting - Closing the Call
- Advanced Tele-Prospecting - Creating Opening Statements
- Advanced Tele-Prospecting - Dealing with Dismissive Objections
- Advanced Tele-Prospecting - Follow-up Strategies and Tactics
- Advanced Tele-Prospecting - Getting Past Gatekeepers

- Advanced Tele-Prospecting - Handling Smokescreen and Authentic Objections
- Advanced Tele-Prospecting - Overview and Pre-Call Planning
- Advanced Tele-Prospecting - Presenting an Offer
- Advanced Tele-Prospecting - Qualification and Questioning
- Advanced Tele-Prospecting - Using Email in the Tele-Prospecting Process
- Business-to-Business Sales
- Identifying the Decision Maker & Setting Appointments
- Overcoming Objections & Closing the Sale
- Securing Appointments & Advancing the Sale
- The Sales Cycle
- Understanding the Psychology of Sales

PROFESSIONAL SECURITY

TargetSolutions offers accredited training covering various roles and duties of professional security, including campus security, casino security, private security, hospital security, shopping center security, etc. Courses feature scenario-based interactions and videos.

Basic Security Officer Training Series

- BSOTS: Asset Protection and Security
- BSOTS: Civil Law and Civil Liability
- BSOTS: Communications
- BSOTS: Criminal Law and Criminal Liability
- BSOTS: Emergency Situations
- BSOTS: Ethics, Deportment, and Professional Conduct
- BSOTS: Fire Protection and Life Safety
- BSOTS: Human and Public Relations
- BSOTS: Investigations
- BSOTS: Patrols and Fixed Posts
- BSOTS: Physical Security and Crime Prevention
- BSOTS: Report Writing

Campus Security Series

- Alcohol Abuse on Campus
- Campus and Community Relations
- Campus Awareness and Crime Prevention
- Crime and Incident Scene Protection
- Critical Incident Response in the School Environment
- Physical Security in the School Environment
- Fire and Emergency Response Planning
- Legal Responsibilities
- Report Writing
- Residence Hall Security
- Special Events

Casino Security Series

- Emergency Procedures in the Casino Industry

- Role of the Security Officer in the Casino Industry
- Security Officer Procedures in the Casino Industry

Emergency Situations and Workplace Violence

- Bomb Threat Response
- Emergency Department Security
- Emergency Response in the Retail Setting
- Evacuations
- Fire and Emergency Response
- Fire Apparatus and Response in a Healthcare Facility
- First Aid Essentials
- First Response to Felony Crimes
- Handling Emergency Situations
- Hate Crimes
- Infant Abduction (Part I)
- Infant Abduction (Part II)
- Introduction to Emergency Management (Part I)
- Introduction to Emergency Management (Part II)
- Medical Emergency Response (Part I)
- Medical Emergency Response (Part II)
- Tactical Responses to Practical Situations
- Workplace Violence Prevention

General Duties

- Access Control
- Building Searches
- Correcting Common Errors in Report Writing
- Crime and Incident Scene Investigations (Part I)
- Crime and Incident Scene Investigations (Part II)

- Customer Service as a Security Function
- Detection Procedures
- Effective Interviewing
- Enforcement Techniques
- Event Security (Part I)
- Event Security (Part II)
- Event Security (Part III)
- Gang Trends
- Inspections
- Intelligence Gathering
- Interviewing at the Scene
- Juveniles and Gangs
- Maintaining a Safe Work Environment
- Physical Fitness for Security Officers (Part I)
- Physical Fitness for Security Officers (Part II)
- Professional Communication (Part I)
- Professional Communication (Part II)
- Radio Communication (Part I)
- Radio Communication (Part II)
- Report Writing
- Report Writing and Crime Prevention
- Search and Escort
- Search and Seizure (Part I)
- Search and Seizure (Part II)
- Security and Police Relations
- Shoplifters
- Telephone Techniques
- Testifying as a Security Officer
- The Basics of Fixed Security Posts

Homeland Security

- Terrorism: The Security Challenge
- Threat of Terrorism in the U.S.

Human and Public Relations

- Command Presence
- Communicating with Angry People
- Communication Mistakes to Avoid
- Dealing with Mentally Ill Persons
- Defusing Conflict and Crisis
- Engaging the Customer
- Lobby or Reception Area Security
- Lost Children
- Proxemics and Personal Space
- Public Relations
- Tactical Communications

Officer Safety and Survival

- Edged Weapon Defense

- Evaluate and Use Non-Verbal Messages (Part I)
- Evaluate and Use Non-Verbal Messages (Part II)
- Handcuffing Techniques
- Legally Defensible Training Tactics (Part I)
- Legally Defensible Training Tactics (Part II)
- Non-aggressive Defense
- OC Sprays
- Principles for the Use of Force
- Security Officer Safety
- Tactical Thinking

Security Management

- Basics of Risk Management
- Emergency Preparedness and Crisis Management
- Fusion Centers
- Leadership Principles
- Preparing Performance Evaluations
- Professional Standards
- Reducing Business Risk
- Sexual Harassment
- Supervisor Communication
- Time Management

Spanish Courses

- Basic Security Tool Kit (Spanish)
- Controlling Aggressive Individuals (Spanish)
- Crime Scene Containment (Spanish)
- Emergency Situations (Spanish)
- Fire Alarms and Extinguishers (Spanish)
- General Duties (Spanish)
- Patrol (Spanish)
- Radio and Telephone Communications (Spanish)
- Report Writing (Spanish)
- Security Officer Safety (Spanish)

Supervisors Training Series

- Supervisors: Behavior and Motivation
- Supervisors: Counseling and Sexual Harassment
- Supervisors: Employee Performance Evaluations
- Supervisors: Substance Abuse
- Supervisors: Time Management

Traffic Control and Vehicle Safety

- Focus on Vehicles
- Parking Lot Security
- Safe Driving Strategies
- Traffic Safety and Control
- Vehicle Safety and Security

SCHOOL DISTRICTS

TargetSolutions offers a comprehensive catalog of online courses for school district employees. Courses are designed to enhance knowledge and ensure safety in scholastic environments, covering a wide range of topics for principals, teachers, supervisors, librarians, custodians, food service employees and school security personnel. Courses cover the following categories: Emergency Operations Management, Environmental, Health, Human Resources, Library Services, Nutrition Service, School Safety & Behavioral and Transportation.

DRIVER TRAINING

- Adjusting to Changing Driving Conditions
- Defensive Driving Strategies
- Distracted Driving
- Driver Safety Orientation
- Driving Accidents & Emergencies
- Large Vehicle Characteristics
- Passenger Van Safety

FOOD SERVICE

- Food Safety, Foodborne Illness & Kitchen Sanitation
- Food Service General Safety
- Food Services Proper Lifting
- School Meal Compliance

HUMAN RESOURCES

- Child Abuse: Mandated Reporter Training
- Ethics in the Workplace
- Maintaining Professional Staff/Student Boundaries
- Sexual Harassment Awareness
- Sexual Harassment for Supervisors (California AB 1825)
- Workplace Diversity

OSHA, COMPLIANCE & SAFETY

- Aerosol Transmissible Diseases
- Avoiding Slips, Trips, and Falls
- Back Injury Prevention
- Bloodborne Pathogens Safety
- Breaking Up Student Fights

- Computer Security Awareness
- Crossing Guard Safety
- Electrical Safety
- FERPA: Protecting Student Privacy
- Fire Extinguisher Safety
- Fire Prevention Safety
- General First Aid Part 1
- General First Aid Part 2
- General Office Ergonomics
- Hazmat Spill Prevention & Control
- Hearing Conservation
- Incident Investigation
- Lead Awareness
- Personal Protective Equipment
- Playground Safety
- Playground Supervision
- Proper Lifting
- Proper Lifting Library Operations
- Proper Use of Seclusion and Restraint
- Recognition of Hazards for Principals
- Respiratory Protection
- School Bullying
- School Bus Behavior and Discipline
- School Shooting Awareness
- School Violence and Weapons
- Student Concussions
- Working in Extreme Temperatures
- Workplace Violence
- Youth Suicide: Awareness and Prevention

SPANISH

TargetSolutions offers online training courses in Spanish. Courses cover the following categories: Driver Training, Environmental Awareness, General Safety, Human Resources and Occupational Health. If you would like more information about TargetSolutions' Spanish library, please contact us today.

DRIVER TRAINING

- Accidents & Emergencies
- Adjusting to Changing Conditions
- Aggressive Driving
- Dangers of Speeding
- Defensive Driving Strategies
- Distracted Driving
- Driving Safety
- Expressway and Highway Driving

- Impaired Driving
- Incident Investigation for Supervisors
- Intersection Safety
- Large Vehicle Characteristics
- Incident Investigation for Supervisors
- Safe Backing
- Seat Belt & Airbag Safety
- Securing Materials for Transportation
- Sharing the Road

- Vehicle Inspection and Maintenance
- Vehicle Safety and Security

OCCUPATIONAL HEALTH & SAFETY

- Advanced HAZWOPER Awareness (Modules 1-4)
- Asbestos Awareness
- Back Injury Prevention
- Bloodborne Pathogens Safety
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined-Space Entry
- CPR Academic
- Diet & Nutrition
- Disaster Preparedness
- Driving Safety
- Electrical Safety
- Eye Safety
- Fall Protection
- Fall Protection
- Fire Extinguisher Safety
- Fire Prevention Safety
- Forklift Safety
- General Construction Safety
- General First Aid
- General Office Ergonomics
- Hand & Power Tool Safety
- Hazmat Spill Prevention & Control
- Hazmat Transportation
- Health & Wellness
- Hearing Conservation

- Indoor Air Quality
- Industrial Ergonomics
- Laboratory Safety
- Ladder & Scaffolding Safety
- Laser Safety
- Lead Awareness
- Lock-Out / Tag-Out
- Machine Guarding
- Materials Handling, Storage, Use, & Disposal
- Office Safety
- Personal Protective Equipment
- Radiation Safety
- Respiratory Protection
- Hazard Communication
- Risk Assessment Analysis
- Slips, Trips, & Falls Prevention
- Trenching & Shoring
- Welding Safety
- Working in Extreme Temperatures
- Workplace Stress
- Workplace Violence

HUMAN RESOURCES

- Alcohol-Free Workplace
- Drug-Free Workplace
- General Office Ergonomics
- Incident Investigation
- Sexual Harassment
- Workplace Diversity

WATER & WASTEWATER

TargetSolutions' Water and Wastewater continuing education courses have been designed to fulfill both the safety and technical recertification requirements for all levels of water industry professionals. Please contact TargetSolutions for details regarding how TargetSolutions' courses meet requirements for each state. Courses cover the following categories: Environmental Awareness, General Safety, Human Resources, Occupational Health and Technical.

GENERAL

- Advanced HAZWOPER Awareness (Modules 1-4)
- Asbestos Awareness
- Back Injury Prevention
- Backflow Prevention Methods
- Backflow Prevention Overview
- Building Evacuation and Emergencies
- CA AB 54 for Water
- CPR Academic
- Coagulation, Flocculation and Sedimentation
- Combustible & Flammable Liquids
- Compressed Gas Safety
- Confined-Space Entry
- Corrosion Control
- Disaster Preparedness
- Disinfection Basics

- Distribution Service to Customers
- Distribution System Materials and Equipment
- Driving Safety
- Effective Meter Reading
- Emergency Response to Terrorism (Modules 1-4)
- Eye Safety
- Fall Protection
- Filtration Basics
- Fire Extinguisher Safety
- Fire Prevention Safety
- Forklift Safety
- General Construction Safety
- General First Aid Part 1
- General First Aid Part 2
- General Office Ergonomics
- Ground Water Treatment

- HAZMAT Spill Prevention & Control
- HAZMAT Transportation
- Hand & Power Tool Safety
- Hearing Conservation
- Hydraulics
- Incident Investigation
- Indoor Air Quality
- Industrial Ergonomics
- Infectious Disease Control
- Laboratory Safety
- Ladder & Scaffolding Safety
- Laser Safety
- Lead Awareness
- Lock-Out / Tag-Out
- Low Voltage Electrical Safety
- Machine Guarding
- Maintenance on Pumps, Motors, and Circuits
- Materials Handling, Storage, Use, & Disposal
- Mathematics Applied
- Mathematics Basics
- Personal Protective Equipment
- Radiation Safety
- Respiratory Protection

- Hazard Communication
- Risk Assessment Analysis
- Slips, Trips, & Falls Prevention
- Storm Water Pollution Prevention
- Trenching & Shoring
- Wastewater Treatment
- Water Main Installation
- Welding Safety
- Working in Extreme Temperatures

HUMAN RESOURCES & EMPLOYMENT PRACTICES

- Alcohol-Free Workplace
- Diet & Nutrition
- Drug-Free Workplace
- Health & Wellness
- Office Safety
- Principles of Debt Collections
- Reasonable Suspicion of Alcohol for Supervisors
- Reasonable Suspicion of Drugs for Supervisors
- Sexual Harassment Awareness
- Workplace Diversity
- Workplace Stress
- Workplace Violence

Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

- 1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").
- 1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.
- 1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

- 2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.
- 2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.
- 2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features

3. Fees and Payments.

- 3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 2.5% per year both during the term of this Agreement, as well as for any renewal terms.
- 3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.
- 3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights.

- 4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.
- 4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.
- 4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date.

6. Mutual Warranties and Disclaimer.

- 6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.
- 6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

- 7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.
- 7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.
- 7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as the last date set forth below.

TargetSolutions Learning, LLC.
4890 W. Kennedy Blvd, Suite 300
Tampa, FL 33609-1847

Asbury Park Fire Department
800 Main Street
Asbury Park NJ, 07712

By:

Andy Lynch
Director of Sales

By:

Date:

Date:

Schedule A



CONFIDENTIAL

TargetSolutions Learning, LLC.

4890 W. Kennedy Blvd, Suite 300
Tampa, FL 33609-1847

TS Sales Contact: Michael Rosbach

Michael.Rosbach@TargetSolutions.com

Phone: 717-648-1752

DATE of SUBMISSION

11/30/2016

LICENSE TERMS: 12 Months Billed Annually

Proposal To:

Asbury Park Fire Department

Attn: Chief Kevin Keddy

800 Main Street

Asbury Park NJ, 07712

Kevin.Keddy@CityofAsburyPark.com

Description	Unit Price Per User	Quantity (# of Users)	Total
TargetSolutions Premier Platform - Includes 10% VCOS discount	\$98.10	51	\$5,003.10
Annual Maintenance Fee	\$395.00	1	\$395.00
One-Time Set-Up - includes \$500 VCOS discount & \$1000 discount with December signed agreement	\$0.00	1	\$0.00
	TOTAL DUE		\$5,398.10

NOTES:

\$5,398.10	Total price to be paid on 12/20/2016 = Users + Annual Maintenance + One-Time Set-up

By signing the Client Agreement, you are 1) agreeing to the pricing and terms presented in this proposal; 2) agreeing you have read and accept the Client Agreement and License terms and; 3) agreeing you have read the Target Solutions Platform System Requirements and Platform Solution Description documents listed in detail at the following url:

<http://targetsolutions.com/clients/client-resources/>

FINANCE DEPARTMENT**DIVISIONS:**

ACCOUNTS AND CONTROL
PURCHASING
PAYROLL
TAX ASSESSMENT
TAX COLLECTION
INFORMATION SYSTEMS

CITY COUNCIL

JOHN B. MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER
JOANN BOOS, CFO

**CITY OF ASBURY PARK
CERTIFICATION OF FUNDS**

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account 6-01-25-265-000-222 of the City of Asbury Park to approve contract for Training Software for Fire Department in the amount of \$5,398.10 (five thousand three-hundred ninety-eight and ten cents).

With: Target Solutions

For: Training Software

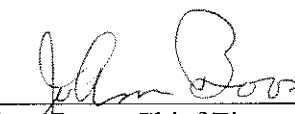
In line item appropriations) as follows:
6-01-25-265-000-222

Contract period: N/A

Contract amount: \$5,398.10

Amount certified: \$5,398.10

Dated: December 28, 2016



JoAnn Boos, Chief Financial Officer

City of Asbury Park
Resolution Date 12/28/16



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

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

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

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Sub-Section 4.9-5, entitled “Annual Licensing Fees,” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in the following specific respects (additions are shown with underline; deletions are shown with ~~strikeout~~):

4-9.5 Annual Licensing Fees.

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

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

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

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-49 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



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

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

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

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Section 4-1, entitled “Business Licenses,” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented in the following specific respects (additions are shown with underline; deletions are shown with ~~strikeout~~):

4-1.4 Fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

23. No later than ten (10) days after the conclusion of the above hearing, the City Manager, or a duly authorized representative, ~~Mayor and Council~~ or such person as they shall designate shall issue a written order decision setting forth its findings. If the City Manager, or a duly authorized representative, ~~Mayor and Council~~ or designated person concludes that the licensee has operated its business in a manner injurious to the public health, safety and welfare, then said written order shall prescribe the remedial action to be taken by the licensee and/or the penalty to be imposed. Penalties may include the suspension or revocation of the licensee's Business License. Any person who violates any provision of this section, upon conviction, shall be liable to the penalty stated in Chapter I, Section 1-5.

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

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-50 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



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

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

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

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

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Subsection 3-38.2, entitled “Penalties,” of Section 3-38, “Use of Bicycles,” of Chapter III, “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented as follows (additions are shown with underline, deletions are shown with ~~strikethrough~~):

CHAPTER III

POLICE REGULATIONS

3-38 USE OF BICYCLES.

3-38.1 Operation of Bicycles.

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

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

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

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

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

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

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

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

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

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

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

3-38.2 Penalties.

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

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

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

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

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-51 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



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

VACATING AND DEDICATING BOSTON WAY RIGHT OF WAY

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

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

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

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

6. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
7. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.
8. This Ordinance shall take effect upon final passage and publication in accordance with the law and recording with the County of Monmouth.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-52 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK

November 8, 2016

Job No. ALP-161

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

CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

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

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

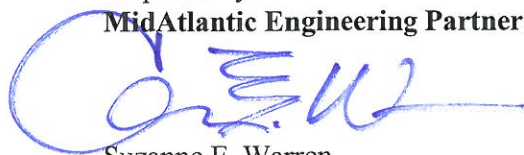
- a. South 05 degrees 08 minutes 34 seconds West, a distance of 30.00 feet to a point of curvature; thence
 - b. On a curve to the right, having a radius of 164.54 feet, an arc length of 40.07 feet, and a delta of 13 degrees 57 minutes and 08 seconds to a point of tangency; thence
 - c. South 18 degrees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

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

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

Prepared By:

MidAtlantic Engineering Partners



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

November 8, 2016

Job No. ALP-161

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

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

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

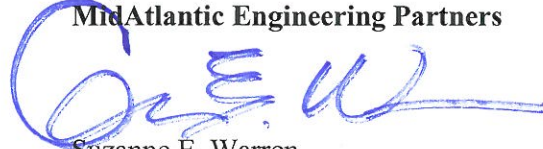
- a. South 05 degrees 08 minutes 34 seconds West, a distance of 30.00 feet to a point of curvature; thence
 - b. On a curve to the right, having a radius of 164.54 feet, an arc length of 40.07 feet, and a delta of 13 degrees 57 minutes and 08 seconds to a point of tangency; thence
 - c. South 18 degrees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

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

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

Prepared By:

MidAtlantic Engineering Partners

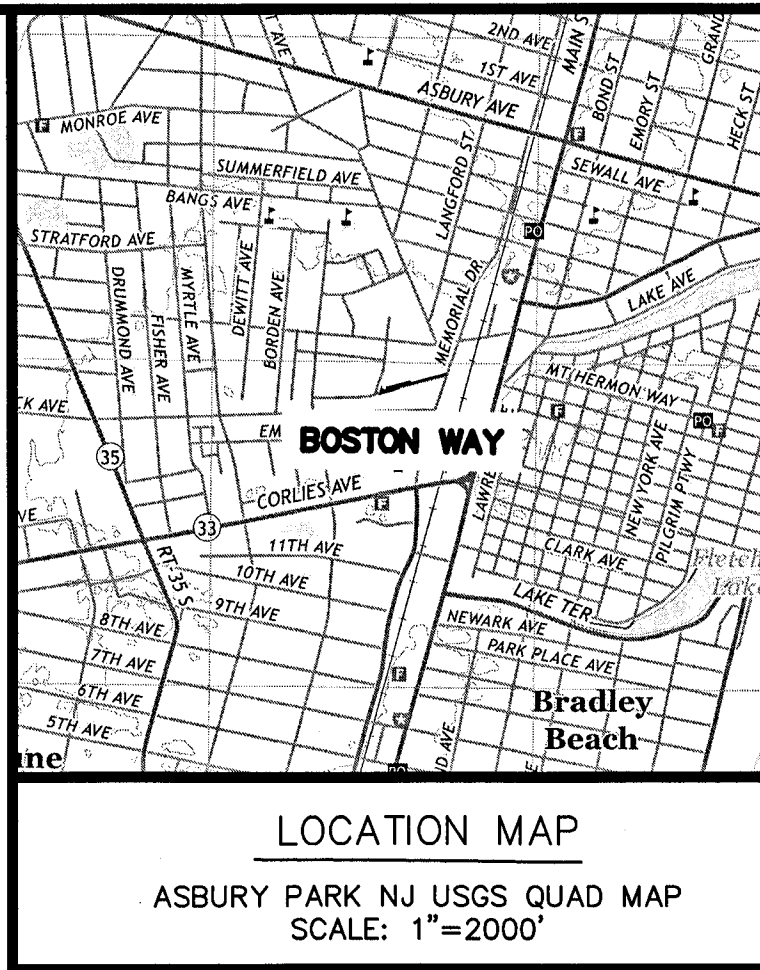
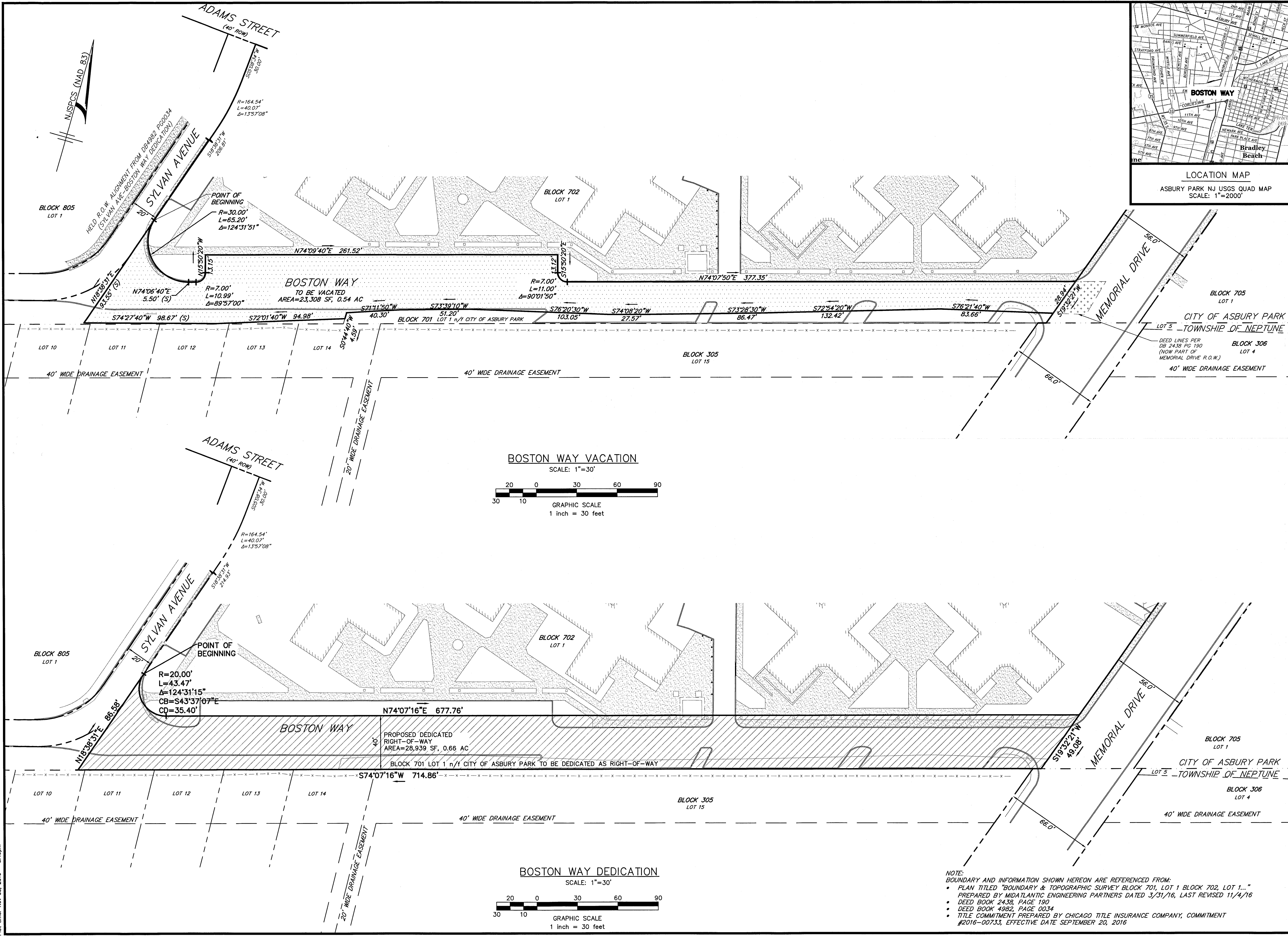


Suzanne E. Warren

Professional Land Surveyor

New Jersey License No. GS03897900

Attachment: 2016-11-08 Signed Boston Way Vacation (2016-52 : Vacating and Dedicating Boston Way Right Of Way)



DRAWN BY: WKS		CHECKED BY: SCW	RELEASED BY:	DATE: 11/04/16	PROJECT NO.: ALP-161	DRAWING NAME: 00-Road Vacation-Dedication.dwg	DATE	REVISIONS	DRAWN BY	CHECKED BY
1		1	1	1	1	1	1	1	1	1

RIGHT OF WAY VACATION/ DEDICATION PLAN
BOSTON WAY

SITUATED IN
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

MidAtlantic Engineering Partners, LLC
Louis L. Zagari, P.E.
William J. Panchal, P.E.

Gateway 105 Centre
5 Commerce Way, Suite 200
Asbury Park, NJ 07705
Tel: 732-940-1400
Fax: 732-940-1401

Certificate of Authorization No. 240438164000
PE No. GE04042200
P.E. No. GE04042200
P.E. No. GE04153800

Sheet Number
1 OF **1**

Attachment: ROW Dedication (2016-52 : Vacating and Dedicating Boston Way Right Of Way)

1.L.L.4.c

NOTE:
BOUNDARY AND INFORMATION SHOWN HEREON ARE REFERENCED FROM:
• PLAN TITLED "BOUNDARY & TOPOGRAPHIC SURVEY BLOCK 701, LOT 1 BLOCK 702, LOT 1..."
PREPARED BY MIDATLANTIC ENGINEERING PARTNERS DATED 3/31/16, LAST REVISED 11/4/16
• DEED BOOK 2438, PAGE 190
• DEED BOOK 4982, PAGE 0034
• TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT
#2016-00733, EFFECTIVE DATE SEPTEMBER 20, 2016



**Asbury Park, New Jersey
ORDINANCE NO. 2016-53**

**AN ORDINANCE AMENDING CHAPTER XIII “PROPERTY IMPROVEMENT AND
NEIGHBORHOOD PRESERVATION – PROPERTY MAINTENANCE CODE”**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter XIII “PROPERTY IMPROVEMENT AND NEIGHBORHOOD PRESERVATION” is hereby amended within the “Code of the City of Asbury Park, New Jersey” in order to revise Chapter XIII in its entirety, as follows:

13-100 PROPERTY MAINTENANCE CODE

SECTION 101 - SCOPE AND INTENT

101.1 Title and General.

These regulations shall be known as the 2015 International Property Maintenance Code (as amended herein) of the City of Asbury Park (the City), hereinafter referred to as "this Code."

This Chapter shall be read and documented as: Chapter - Section. For example, this section shall be documented as follows: 13-101.1.

101.2 Scope.

The provisions of this Code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of owners, an owner's authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

101.3 Intent.

This Code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

101.4 Severability.

If a section, subsection, sentence, clause or phrase of this Code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code.

SECTION 102 - APPLICABILITY**102.1 General.**

Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this Code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this Code specify different requirements, the most restrictive shall govern.

102.2 Maintenance.

Equipment, systems, devices and safeguards required by this code or a previous regulation or Code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, owner's authorized agent, operator or occupant shall cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this Code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner's authorized agent shall be responsible for the maintenance of buildings, structures and premises.

102.3 Application of other codes.

Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and NFPA 70 or adopted State and local codes. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.

102.4 Existing remedies.

The provisions in this Code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and unsanitary.

102.5 Workmanship.

Repairs, maintenance work, alterations or installations that are caused directly or indirectly by

the enforcement of this Code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instructions.

102.6 Historic buildings.

The provisions of this Code shall not be mandatory for existing buildings or structures designated as historic buildings, where such buildings or structures are judged by the Code Official to be safe and in the public interest of health, safety and welfare.

102.7 Referenced codes and standards.

The codes and standards referenced in this Code shall be those that are listed in Section 9 and considered part of the requirements of this Code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

102.7.1 Conflicts.

Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

102.7.2 Provisions in referenced codes and standards.

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.8 Requirements not covered by code.

Requirements necessary for the strength, stability or proper operation of an existing fixture, structure or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the code official.

102.9 Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.10 Severability clause

If any provision of this Code, or any application of any provision, is held invalid, the invalidity shall not affect other applications of the provision, or other provisions of this Code, which reasonably can be given effect despite the invalidity.

102.11 Other laws.

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

SECTION 103 -- ADMINISTRATION AND ENFORCEMENT**103.1 General.**

The Department of Property Improvement and Neighborhood Preservation and Code Enforcement is hereby created and the executive official in charge thereof shall be known as the code official.

103.2 Appointment.

The code official shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies.

May be appointed in accordance with the prescribed procedures of this jurisdiction.

103.4 Liability.

The code official, member of the board of appeals or employee charged with the enforcement of this Code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this Code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

103.4.1 Legal defense.

Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

103.5 Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as authorized as per City Ordinance.

103.6 Inspections.

A. Property Maintenance Code. The City of Asbury Park shall have the right to conduct inspections on all structures that come within this article. All inspections conducted pursuant to this article shall be performed in accordance with the procedures set forth in the 2015 International Property Maintenance Code of the City of Asbury Park, with the exception that any inspections conducted pursuant to the Uniform Fire Code shall be performed in accordance with the provisions set forth in the Uniform Fire Code and any inspection under the Hotel and Multiple Dwelling Law shall be performed in accordance with the N.J. Hotel and Multiple Dwelling Law.

B. Certificate of Rental Compliance. No person, agency, corporation, partnership, firm, company, owner, real estate agent, broker or any other individual shall hereafter rent, lease or sublet to another or allow any person or persons to live in or occupy as a tenant or otherwise or suffer or permit any change in occupancy or use of any building, dwelling or dwelling unit or part thereof, as the owner of said premises or on behalf of the owner of said premises, without first obtaining from the Department of Neighborhood Preservation and Code Enforcement, a Certificate of Rental Compliance stating that at the time of the proposed rental lease or subletting, the premises complied with all applicable ordinances of the City of Asbury Park. The specific requirements for inspections for Rental Compliance are set forth in detail in Section 104 et seq. of this Code.

C. Certificate of Resale Compliance for all Real Property at Time of Sale and Transfer of Title. No person, agency, corporation, partnership, firm, company, owner, real estate agent, broker or any other individual shall hereafter sell or transfer title to real property to another, or otherwise permit any change in occupancy or use of any building, dwelling or dwelling unit or part thereof in conjunction with the transfer of title to said premises, as the owner of said premises or on behalf of the owner of said premises, without first obtaining from the Department of Neighborhood Preservation and Code Enforcement, a Certificate of Resale Compliance stating that at the time of the proposed sale or transfer of title, the premises complied with all applicable ordinances of the City of Asbury Park.

D. In the event the owner or lessor of a premises fails to correct a nuisance, defect or other violation, following proper notice of same, the City of Asbury Park may take all necessary and appropriate actions to abate said nuisance, correct said defect or violation or put said premises in proper condition in accordance with state laws and local ordinances at the cost of the owner of lessor. Pursuant to N.J.S.A. 40:48-2.12(f), the cost expended by the municipality for such purpose shall be charged to the owner or lessor and shall become a lien against said premises as provided by law.

103.7 Procedures.

A. Property Maintenance Code. All inspections conducted pursuant to this article shall be performed in accordance with the procedures set forth in the 2015 International Property Maintenance Code of the City of Asbury Park, with the exception that any inspections conducted pursuant to the Uniform Fire Safety Act shall be performed in accordance to said Act and any inspections pursuant to the N.J. Hotel and Multiple Dwelling Law shall be conducted in accordance and procedures set forth therein.

B. Certificate of Rental Compliance. The Department of Neighborhood Preservation and Code Enforcement shall make available appropriate application forms for Certificate of Rental Compliance in its' office, and/or by any other means available. These forms shall be obtained and completed by the owner, agent, or broker of each such rental property and individual rental unit therein. All required inspections shall be completed as evidenced by the issuance of a Certificate of Rental Compliance before the continued occupancy of the rental property or individual unit in a rental property occurs, and in accordance with the requirements of Section 104 of this Code, below. The landlord shall make application for an inspection under this section at least ten (10) business days prior to the intended new tenancy/occupancy, or the expiration of the current Certificate of Rental Compliance, whichever is sooner, and the certificate of rental compliance shall be issued before a new tenancy or change in occupancy is permitted. The Department of Neighborhood Preservation and Code Enforcement shall make an inspection and issue a certificate of compliance, if the dwelling unit complies with the 2015 International Property Maintenance Code of the City of Asbury Park.

C. Certificate of Resale Compliance for all Real Property at Time of Sale and Transfer of Title. The Department of Neighborhood Preservation and Code Enforcement shall make available appropriate application forms for a Certificate of Resale Compliance in its' office, and/or by any other means available. It is the responsibility of the seller, the seller's real estate agent or broker, to apply to the Department of Neighborhood Preservation and Code Enforcement, not more than thirty (30) days, nor less than (10) days prior to the expected date of sale, for inspection by the Code Official or housing inspector. If such inspection indicates that the building is in compliance with the provisions of the 2015 International Property Maintenance Code of the City of Asbury Park, a Certificate of Resale Compliance is issued to the applicant. If the building is not in compliance, a list of existing deficiencies and violations is provided to the seller who shall correct them prior to closing of title in the sale.

- 1) The buyer of a property for which a Certificate of Resale Compliance is required may elect to make the corrections necessary to obtain the Certificate of Resale Compliance required hereunder. In that event, upon delivery to the code official of a written Letter of Intent, signed by the buyer(s), with their signatures being notarized, indicating their agreement for making all such necessary repairs to bring the property into compliance within a time acceptable to the city, then a Conditional Certificate of Resale Compliance may be issued. In no event is the time period permitted for the buyer(s) to make repairs after sale to be greater than six months.

D. The Certificate of Resale Compliance, as set forth above, shall be valid for a period of thirty (30) days from the date of issue. At the end of the thirty (30) days, the Certificate of Resale Compliance shall expire, and a new application and inspection must be submitted and obtained prior to closing of title on the sale of the property may occur.

E. Violations of any requirement of this chapter must be corrected by the owner of the unit/property before the issuance of a Certificate of Rental or Resale Compliance. The responsibility for correction of a violation, except in the case of a rental, may be assumed by the

buyer, with the written notification and approval of the seller, buyer and Department of Neighborhood Preservation and Code Enforcement.

F. Failure by seller to apply for and/or obtain a Certificate of Resale Compliance prior to transfer of title, or failure of a buyer to complete agreed-upon repairs within the time deemed acceptable by the City, constitutes a violation of this chapter. Both the seller and buyer shall be in violation of this Code, in the event a closing of title on the sale of property occurs without first obtaining a Certificate of Resale Compliance, in accordance with the procedures in this Code.

G. In no event shall the issuance of a Certificate of Rental or Resale Compliance pursuant to this Code be considered the same as, or a substitute for, a Certificate of Occupancy under the New Jersey Uniform Construction Code, N.J.A.C. 52:27D-119 et seq., as required in Chapter XII of this Code.

SECTION 104 -- RENTAL REGULATIONS AND REGISTRATION OF RENTAL PROPERTIES AND LANDLORDS. RESERVED

SECTION 105 - DUTIES AND POWERS OF THE CODE OFFICIAL

105.1 General.

The code official is hereby authorized and directed to enforce the provisions of this code. The code official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

105.2 Inspections.

The code official shall make all of the required inspections, or shall accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The code official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

105.3 Right of entry.

In accordance with State and case law, where it is necessary to make an inspection to enforce the provisions of this code, or whenever the code official has reasonable cause to believe that there exists in a structure or upon a premises a condition in violation of this code, the code official, or a code officer in this Department, is authorized to enter the structure or premises at reasonable times to inspect or perform the duties imposed by this code, provided that if such structure or premises is occupied the code official or officer shall present credentials to the occupant and request entry. If such structure or premises is unoccupied, the code official shall first make a reasonable effort to locate the owner, owner's authorized agent or other person having charge or

control of the structure or premises and request entry. If entry is refused, the code official shall have recourse to the remedies provided by law to secure entry.

105.4 Identification.

The code official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

105.5 Notices and orders.

The code official shall issue all necessary notices or orders to ensure compliance with this code.

105.6 Department records.

The code official shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

SECTION 106 - APPROVAL

106.1 Modifications.

Existing State of New Jersey law, code, regulations and rules shall govern required repairs. In most circumstances, the repairs will be completed under the auspices of the applicable Construction or subcode official (for example: Fire or electrical subcode official and the regulations that govern them). The Construction or subcode official will have jurisdiction over the permitting and repair process. Whenever there are practical difficulties involved in carrying out the provisions of this code, the code official shall have the authority to grant modifications for individual cases upon application of the owner or owner's authorized agent, provided the code official shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

106.2 Alternative materials, methods and equipment.

Existing State of New Jersey law, code, regulations and rules shall govern required repairs. In most circumstances, the repairs will be completed under the auspices of the applicable Construction or subcode official (for example: Fire or electrical subcode official and the regulations that govern them). The Construction or subcode official will have jurisdiction over the permitting and repair process. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the Construction official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

Where the alternative material, design or method of construction is not approved, the code official shall respond in writing, stating the reasons the alternative was not approved.

106.3 Required testing.

Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Construction official shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction.

106.3.1 Test methods.

Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Construction official shall be permitted to approve appropriate testing procedures performed by an approved agency.

106.3.2 Test reports.

Reports of tests shall be retained by the code official for the period required for retention of public records.

106.4 Used material and equipment.

The use of used materials that meet the requirements of this Code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and approved by the Construction official.

106.5 Approved materials and equipment.

Materials, equipment and devices approved by the Construction official shall be constructed and installed in accordance with such approval.

106.6 Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

SECTION 107 -- VIOLATIONS

107.1 Unlawful acts.

It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this Code.

107.2 Notice of violation.

The code official shall serve a notice of violation or order in accordance with Section 108.

107.3 Prosecution of violation.

Any person failing to comply with a notice of violation or order served in accordance with Section 108 of this Code shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

107.4 Violation penalties.

Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a new and separate offense.

107.5 Abatement of violation.

The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

SECTION 108 -- NOTICES AND ORDERS**108.1 Notice to person responsible.**

Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 108.2 and 108.3 to the person responsible for the violation as specified in this code. Notices for condemnation procedures shall also comply with Section 108.3.

108.2 Form.

Such notice prescribed in Section 108.1 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.

3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this Code.
5. Inform the property owner or owner's authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 107.3.

108.3 Method of service.

Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally;
2. Sent by certified and first-class mail addressed to the last known address; or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice.

108.4 Unauthorized tampering.

Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

108.5 Penalties.

Penalties for noncompliance with Orders and Notices shall be as set forth in Section 107.3

108.6 Transfer of ownership.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation. The Department of Neighborhood Preservation and Code Enforcement shall create, maintain and update forms to comply with this section from time-to-time.

108. 7 Notice Requirements.

a. *Five Day Notice Period.* A minimum five (5) day notice period prior to the issuance of the Summons for the following violation:

1. Transfer of Title Without Disclosure to purchaser of existing Violations.

b. *Forty-Eight Hour Notice Period.* A minimum forty-eight (48) hour notice period prior to the issuance of a Summons for the following violations:

1. Failure to remove weeds or plant growth deemed as a nuisance, in the discretion of the Code Official or officer
2. Any other items or violations in the discretion of the Code official or officer, deemed compliant with this section.

c. *No Notice Required.* No notices of violation shall be required prior to the issuance of a Summons for the following violations:

1. failure to provide Required Utilities (Water)
2. failure to provide Required Utilities (Electric and Heat)
3. failure to obtain a Certificate of Occupancy before Occupancy or Transfer of Title prior to closing of title
4. Trash at curb on days when pickup is not scheduled and not in compliance with the Solid Waste chapter of the City Code
5. Failure to provide proper Snow removal.
6. Prohibited occupancy of a placarded structure;
7. Sanitation (exterior property and premises to be maintained clean and sanitary);
8. Grass, Weeds and plant growth in excess of 10 inches;
9. accumulations of garbage or rubbish;
10. failure to provide clean, sanitary disposal of rubbish in a container;
11. failure to provide clean, sanitary disposal of garbage in a container;
12. overcrowding;
13. occupying non-habitable spaces for sleeping purposes;
14. failure to maintain a safe, unobstructed means of egress;
15. accumulations of trash, rubbish or other materials blocking egress;
16. tampering with a smoke or carbon monoxide detector;
17. failure to provide operable smoke and carbon monoxide systems at all times;
18. Any other items or violations deemed compliant with this section, which, in the discretion of the Code official or officer, affect the health or safety concerns of the citizens.

SECTION 109 -- UNSAFE STRUCTURES AND EQUIPMENT

109.1 General.

When a structure or equipment is found by the Code Official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this Code.

109.1.1 Unsafe structures.

An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

109.1.2 Unsafe equipment.

Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

109.1.3 Structure unfit for human occupancy.

A structure is unfit for human occupancy whenever the Code Official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, roach, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this Code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

109.1.4 Unlawful structure.

An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this Code, or was erected, altered or occupied contrary to law.

109.1.5 Dangerous structure or premises.

For the purpose of this Code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.

3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way.
6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

109.2 Closing of vacant structures.

If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the

premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner or owner's authorized agent to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

109.2.1 Authority to disconnect service utilities.

The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner or owner's authorized agent and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner, owner's authorized agent or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

109.3 Notice.

Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner, owner's authorized agent or the person or persons responsible for the structure or equipment in accordance with Section 107.3. If the notice pertains to equipment, it shall be placed on the condemned equipment. The notice shall be in the form prescribed in Section 107.2.

109.4 Placarding.

Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

109.4.1 Placard removal.

The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

109.5 Prohibited occupancy.

Any occupied structure condemned and placarded by the code official shall be vacated as ordered by the code official. Any person who shall occupy a placarded premises or shall operate

placarded equipment, and any or person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

109.6 Abatement methods.

The owner, owner's authorized agent, operator or occupant of a building, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.

109.7 Record.

The code official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

SECTION 110 -- EMERGENCY MEASURES

110.1 Imminent danger.

When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure that endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

110.2 Temporary safeguards.

Notwithstanding other provisions of this Code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.

110.3 Closing streets.

When necessary for public safety, the code official shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized. The Code Official shall immediately contact the Chief of Police (or highest ranking officer), Fire Chief and the City Manager.

110.4 Emergency repairs.

For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible. This work shall be then liened against the property as to ensure complete reimbursement.

110.5 Costs of emergency repairs.

Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

110.6 Hearing.

Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 111 - DEMOLITION**111.1 General.**

The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond six months, unless approved by the Construction official.

111.2 Notices and orders.

Notices and orders shall comply with Section 108.

111.3 Failure to comply.

If the owner of a premises or owner's authorized agent fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

111.4 Salvage materials.

When any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state. All sales of materials shall be in accordance with the Local Public Contracts Law or Court Order.

SECTION 112 -- MEANS OF APPEAL

112.1 Application for appeal.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the court of competent jurisdiction.

SECTION 113 -- STOP WORK ORDER

113.1 Authority.

Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

113.2 Issuance.

A stop work order shall be in writing and shall be given to the owner of the property, to the owner's authorized agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

113.3 Emergencies.

Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work.

113.4 Failure to comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less or more than established by Ordinance.

SECTION 200 - DEFINITIONS

SECTION 201 - GENERAL

201.1 Scope.

Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability.

Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the code of the State of New Jersey, the New Jersey Uniform Construction Code, the International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Zoning Code, NFPA 70, or local definition, such terms shall have the meanings ascribed to them as stated in those codes.

201.4 Terms not defined.

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts.

Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit," "housekeeping unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 202 - GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

APPROVED. Acceptable to the code official.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or sleeping unit.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative; such as inspectors. Commonly referred to as: Director of the Department of Neighborhood Preservation

CONDEMN. To adjudge unfit for occupancy.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a code official, the governing body or board of appeals.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the premises and on adjoining property under the control of owners or operators of such premises.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

HISTORIC BUILDING

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets

for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-labeled items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

MANUFACTURER RECOMMENDATION. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying how they are to be properly installed, maintained, etc.

NEGLECT. The lack of proper maintenance for a building or structure.

OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER. Any person, agent, operator, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other approved pest elimination methods.

PREMISES. A lot, plot or parcel of land, easement or public way, including any structures thereon.

PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

REPAIRS; EMERGENT - COMPLETING OF. Any repairs authorized by a third party and in accordance with the Local Public Contracts Law, by the code official or other authorized City representative who shall have the power to lien a property;

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper,

rag, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a dwelling unit are not sleeping units.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed or a portion thereof.

TENANT. A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 13 - SECTION 300

GENERAL REQUIREMENTS

CHAPTER 13 - SECTION 301-- GENERAL

301.1 Scope.

The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility.

The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter.

Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land.

Vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely

affect the public health or safety.

301.4 Manufacturer Recommendation

All equipment, materials or products to which have been affixed a label, seal, symbol or other identifying how they are to be properly installed, maintained, etc.

301.5 More Stringent Regulation(s) to Apply - Code Enforcement

All other ordinances or parts of ordinances, or rules, regulations, etc., in conflict herewith with regards to Code Enforcement activities are hereby repealed to the extent of such consistency, except where such other ordinances or parts of ordinances provide for a higher or more stringent standard, in which event, that higher or more stringent standard shall apply.

301.5 More Stringent Regulation(s) to Apply - Other Code

All other ordinances or parts of ordinances, or rules, regulations, etc., in conflict herewith with regards to other Federal, State, County or local are hereby repealed to the extent of such consistency, except where such other ordinances or parts of ordinances provide for a higher or more stringent standard, in which event, that higher or more stringent standard shall apply. Nothing shall permit the code official to write a corrective action notice or citation based upon these codes

301.5 Willful Damage

Willful Damage. Every occupant shall be liable for willfully or maliciously causing damage to any part of the premises that results in a violation of this code. Any adult occupant shall be responsible and liable for any violation of this code caused by minors under their care or custody occupying the same unit of dwelling space, if the violations were permitted to continue with the knowledge or acquiescence or consent of the adult member.

SECTION 302 -- EXTERIOR PROPERTY AREAS

As used in this section:

Trash or debris shall mean and include the following:

Automobile left standing in an unlicensed and unusable state or condition, or parts thereof left outside of an enclosed garage, scraps of metal, wood, pieces of stone, cement, cans, bottles, scrap paper, or a combination thereof, left in such a condition as to create an unsightly, unhealthful, unsafe, or unsanitary condition, or in such manner as would constitute a fire or health hazard.

302.1 Sanitation.

Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition, free of trash or debris.

302.2 Duties of Owners and Tenants.

It shall be the duty of any owner or tenant or person in possession of any lands in the City:

- a. To keep such lands free of brush, weeds, dead and dying trees, stumps, roots, obnoxious growths, filth, garbage, trash and debris, where the same are inimical to the preservation of public health, safety or general welfare of the City, or which may constitute a fire hazard;
- b. Where the lands abut or border upon any public street or alley in the City, to remove all grass, weeds, brush and other debris from that part of the street or alley bordering on their respective lands.

302.3 Grading and drainage.

Premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 (a) Filling of Land to Grade.

It is hereby declared to be the duty of the owner or owners of any and all lots in this City to fill and cause each and every lot to be maintained properly filled to grade at all times. This requirement shall apply to vacant lands, areas of lands not plotted into lots and lots upon which improvements are erected.

302.4 Sidewalks and driveways.

Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous.

302.5 Weeds.

Premises and exterior property shall be maintained free from weeds or plant growth in excess of six inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. A bill may be sent or a lien placed upon said property.

Upon mailing date of the notice of violation, owner or agent having charge of a property to cut and destroy weeds after service, the owner shall have one calendar week to abate the issue and then the City shall be authorized to enter the property. A bill may be sent or a lien placed upon said property.

302.6 Rodent harborage.

Structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes that will not be injurious to human health.

302.6(1) Rodent harborage - continuous maintenance

After pest elimination as per Section 302.5, proper precautions shall be taken to eliminate rodent harborage and prevent re-infestation.

302.7 Exhaust vents.

Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.8 Accessory structures.

Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.9 Motor vehicles.

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

a. Automobile(s) left standing in an unlicensed and unusable state or condition, or parts thereof left outside of an enclosed garage, so as to be accessible to children, rodents, vermin, or insect pests, or in such condition or location as to create an unsightly appearance to neighboring property owners or the general public are prohibited.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

b. No trailer of any size for vehicle repair which provides enclosed storage shall be parked, kept or stored on any premises. This prohibition shall not apply to trash, refuse or recycling containers or to any trailer owned by the municipality or being used in connection with any temporary

function, including a circus or carnival, which is approved by the municipality.

302.10 Defacement of property.

No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

302.10.1 GRAFFITI ABATEMENT.

302.10.2 Purpose and Intent.

The City Council of the City of Asbury Park finds graffiti on public or private property a blighting element, which leads to depreciation of the value of property that has been targeted by such vandalism and depreciates the value of the adjacent and surrounding properties to the extent that graffiti creates a negative impact upon the entire City.

The City Council finds and determines that graffiti is obnoxious and a public nuisance, and must be eliminated by means of prevention, education and abatement to avoid the detrimental impact of such graffiti on the City and its residents, and to prevent the further spread of graffiti.

The purpose and intent of the City Council, through the adoption of this section, is to provide additional enforcement tools to protect public and private property from acts of vandalism and defacement. It is the further intent of the City Council, through the adoption of this section, to provide notice to all of those who disregard the property rights of others, that the law enforcement agencies of the City, the Departments of Code Enforcement and Neighborhood Preservation and the City Attorney, will strictly enforce the law and vigorously prosecute those persons engaging in violations of this section.

302.10.3 Definitions.

Aerosol paint container shall mean any aerosol container, which is adapted or made for the purpose of spraying paint or other substance capable of defacing property.

Felt-tip marker shall mean any tipped style marker or similar implement with a tip which, at its broadest width, is one-eighth (1/8) inch, or greater.

Graffiti shall mean any unauthorized inscribing, word, figure, or design which is marked, etched, scratched, drawn, painted, pasted or otherwise affixed to or on any surface, regardless of the nature of the material of that structural component, to the extent the same was not authorized in advance by the owner thereof, or despite advance authorization, is otherwise deemed by the City Council to be a public nuisance.

Graffiti implement shall mean an aerosol paint container, a felt tip marker, or any other device containing any solution or substance capable of being used to leave a visible mark at least one-eighth (1/8) of an inch in width upon any surface.

302.10.4 Declaration of Nuisance.

a. The City Council hereby declares and finds graffiti to be a nuisance subject to abatement according to the provisions and procedures herein contained and as authorized by New Jersey Statutes N.J.S.A. 40:48-1 et seq.

b. The existence of any surface of a structure on any privately owned parcel of land which has been defaced with graffiti after removal more than five (5) times in twelve (12) months is hereby deemed to be a nuisance, and may be abated by the City by order of the City Council requiring modifications thereto, or to the immediate area surrounding same. Such modifications may include, but are not limited to retrofitting of such surfaces at the expense of the property owner(s) of said lot, with such features or qualities as may be established by the City as necessary to reduce the attractiveness of the surface for graffiti, or as necessary to permit more convenient, expedient or efficient removal of graffiti therefrom.

302.10.5 Graffiti Prohibited.

a. No person shall place graffiti or other writing upon any public or privately owned tree or structures including, but not limited to, buildings, walls, fences, poles, sidewalks and signs, ("structures" hereinafter in this section) located within the City. It shall also be unlawful for any person to apply or affix any adhesive backed label, sticker, "bumper sticker" or similar item, to any tree or structure not owned or lawfully possessed by such person.

b. No person owning or otherwise in control of any real property within the City shall permit or allow any graffiti to be placed upon or remain on any structure located on such property.

302.10.6 Possession of Graffiti Implements by Minors Prohibited.

Possession of any graffiti implement by any person under the age of eighteen (18) years with the intent to deface property while upon public or private property shall be unlawful unless that minor has received the consent of the owner of such private property whose consent to such possession and presence is given in writing in advance or unless that minor is accompanied by and under the supervision of a parent or legal guardian. This provision shall not apply to the possession of felt tip markers by minors attending, or traveling to or from a school at which the minor is enrolled, if the minor is participating in a class at said school, which formally requires possession of such felt tip markers. The burden of proof in any prosecution for violation of this subsection shall be upon the minor student to establish the need to possess a felt tip marker.

302.10.7 Possession of Graffiti Implements Prohibited in Designated Public Places.

Possession of any graffiti implement by any person under the age of eighteen (18) years with the intent to deface property while in any public park, playground, swimming pool, recreational facility, or while in or within ten (10) feet of an underpass, bridge abutment, storm drain, or other similar type of infrastructure not normally used by the public shall be unlawful except as may be authorized by the City or unless that minor is accompanied by and under the supervision and control of a parent or legal guardian.

302.10.8 Accessibility to Graffiti Implements Prohibited.

Furnishing of Graffiti Implements to Minors Prohibited. It shall be unlawful for any person, other than a parent or legal guardian, to sell, exchange, give, loan, or otherwise furnish, or cause or permit to be exchanged, given, loaned, or otherwise furnished, any graffiti implement to any minor without the consent of the parent or lawful guardian which consent shall be given in advance in writing.

302.10.9 Right of City to Require Removal.

a. In the event graffiti is found, the City shall provide the owner of record written notice of an order to remove said graffiti by certified mail and regular mail, which order shall afford the owner the opportunity to remove the graffiti within sixty (60) days of the date that the notice is sent, however, any government agency or department shall be afforded one hundred twenty (120) days from the date that the notice is sent to remove graffiti from property owned by the agency or department.

b. The City's order to remove shall contain a form to be utilized by a property owner to inform the City that the graffiti has been removed and shall contain a certification stating that by affixing a signature to the form indicating that the graffiti has been removed, the owner is certifying that the facts set forth therein are true and that the certification shall be considered as if made under oath and subject to the same penalties as provided by law for perjury.

302.10.10 Response to Order to Remove Graffiti from Property Owner.

A property owner who has been ordered to remove graffiti shall respond to the City by personal delivery or certified mail:

- a. Any objection to the order, within thirty (30) days of the date of the order;
- b. Notice that the graffiti has been removed, within sixty (60) days of the date of the order, or in the case of the State Department of Transportation, within one hundred twenty (120) days of the date of the order.

302.10.11 Objection to Order to Remove Graffiti.

A property owner who objects to an order to remove graffiti may institute an action challenging the order before a court of competent jurisdiction within forty five (45) days of the date of the order.

302.10.12 Failure to Comply with Order to Remove Graffiti.

a. If a property owner does not undertake the removal of graffiti within sixty (60) days of the date of the order, or in the case of the Department of Transportation, within one hundred twenty (120) days of the date of the order, unless an action challenging the order to remove graffiti is still pending, the City may remove the graffiti from that property and present the property owner

with a detailed itemization of the costs incurred by the City, by certified mail and regular mail, for reimbursement from the property owner.

b. Whenever the City undertakes the removal of graffiti from any building, structure or other exposed surface, the City Council, in addition to assessing the cost of removal as municipal lien against the premises, may enforce the payment of such assessment, together with interest, as a debt of the owner of the property and may authorize the institution of an action at law for the collection thereof. The Superior Court shall have jurisdiction of any such action.

302.10.13 Right of City to Remove.

a. Whenever the City becomes aware, or is notified and determines that graffiti is so located on public or privately owned property viewable from a public or quasi-public place within the City, the City shall be authorized to use public funds for the removal of same, or for the painting or repairing of same, but shall not authorize or undertake to provide for the painting or repair of any more extensive area than that where the graffiti is located, unless the City Manager, or designee, determines in writing that a more extensive area is required to be repainted or repaired in order to avoid aesthetic disfigurement to the neighborhood or community, or unless the responsible party agrees to pay for the costs of repainting or repairing the more extensive area. Refer to 302.10.10.

b. *Right of Entry on Private Property.*

1. Securing Owner Consent. Prior to entering upon private property or property owned by a public entity other than the City, for the purposes of removal of graffiti, the City shall attempt to secure the consent of the responsible party, and a release of the City from liability for private or public property damage.

2. Failure to Obtain Owner Consent. If a responsible party fails to remove the offending graffiti within the time herein specified, or if the City shall have requested consent to remove or paint over the offending graffiti and the responsible party shall have refused consent for entry on terms acceptable to the City consistent with the terms of this subsection, the City may commence abatement and cost recovery proceedings for the removal of the graffiti pursuant to the nuisance abatement authority granted by the State of New Jersey, which authority includes the recovery of all costs incurred by the City in abating graffiti and recordation of lien as to affected property.

302.11 Snow Removal.

All snow shall be removed within 24 hours from the termination of the snow event and within 48 hours if a State of Emergency has been declared. No snow shall be deposited within the Right-of-Way or within a City owner roadway or alley.

302.12 Placement of dumpsters.

All dumpsters shall be set upon plywood to protect the surface against ruts. This applies to dumpsters on private property, a roadway, alley, or within the right-of-way. A property owner's use of a dumpster is subject to the requirements of Ordinance 3-15.1 et seq.

302.13 Trees and root systems

Trees shall be maintained to a good visual standard or in accordance with ANSI standards. All tree roots shall not impede or damage existing infrastructure such as sidewalks or fences.

302.14 Order to Remove.

Whenever any Code Official or Inspector, Police Officer or Special Police Officer deems it necessary and expedient for the preservation of the public health, safety, general welfare, or the elimination of a fire hazard, or upon investigation of a complaint of any resident, officer or employee of the City, he may order the owner, tenant or person in possession of any lands on which any brush, grass, weeds, dead and dying trees, stumps, roots, obnoxious growths, filth, garbage, trash or other debris are found to exist, to remove same within three (3) days or to cause the removal thereof if the order is not complied with.

302.15 Service of Notice.

After an investigation of a complaint of any resident, officer or employee of the City, or upon his own motion, any City Code Official or Inspector, Police Officer or Special Police Officer or other City Official appointed or directed by the City Manager (or designee) shall proceed with regard to the manner of service of notice to remove the contents thereof as provided in Section 107 et seq. herein.

302.16 Removal by City; Costs Established as a Lien.

In the event the owner, tenant or person in possession of the lands in question refuses or neglects to abate or remedy the condition complained of within three (3) days after receipt of notice, any City Code Official or Inspector, Police Officer or Special Police Officer may cause the condition complained of to be abated and remedied by referral to the City Department of Public Works, which Department shall then certify the cost thereof to the City Tax Collector, who shall cause the cost as shown thereon to be charged against the lands. The amount so charged shall forthwith become a lien upon such lands and shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, which shall be collected and enforced by the Tax Collector in the same manner as taxes. Costs shall be in addition to any penalties imposed for a violation of this section.

In the event that the order for removal of trash or debris is as a result of the trash or debris being located on the City right-of-way and the owner, tenant or person in possession of the lands in question refuses or neglects to abate or remedy the condition complained of within forty-eight (48) hours after receipt of notice, any City Code Official or Inspector, Police Officer or Special Police Officer may cause the condition complained of to be abated and remedied by referral to the City Department of Public Works, which Department shall then certify the cost thereof to the City Tax Collector, who shall cause the cost as shown thereon to be charged against the lands. The amount so charged shall forthwith become a lien upon such lands and shall be added to and become and form a part of the taxes next to be assessed and levied upon such lands, the same to bear interest at the same rate as taxes, which shall be collected and enforced by the Tax Collector in the same manner as taxes. Costs shall be in addition to any penalties imposed for a violation of

this section.

a. *Violations and Penalties.* All violators of this section shall be subject to a penalty of no less than two hundred fifty (\$250.00) dollars for each violation or thirty (30) days community service or both.

Each and every day in which a violation of this section exists shall constitute a separate violation subject to a penalty.

302.17 Exceptions.

The provisions of this section shall not apply to a regular established and licensed business known as a towing operator's storage yard, which business is subject to the special regulations provided in the City Code.

302.18 CLEAR VIEW AT INTERSECTIONS.

302.18.1 Height Restricted.

It shall be the responsibility of any owner, tenant or occupant of any parcel of land within the City to cut all brush, hedges and other plant life growing within ten (10) feet of any roadway and within twenty-five (25) feet of any intersection of two (2) roadways, to a height of not more than two and one-half (2 1/2) feet provided such shall be necessary and expedient for the preservation of the public safety. The owner, tenant or occupant shall have ten (10) days after notice to cut the same.

302.18.2 Inspection and Determination by City.

At least once in each calendar year the Department of Neighborhood Preservation may examine all roadways in the City and make a determination of each parcel of land where it is necessary and expedient for the preservation of the public safety to have any brush, hedges or other plant life cut in accordance with this section of the provisions of N.J.S.A. 40:48-2.26 and 40:48-2.27.

302.18.3 Notice to Remove.

When the Department of Neighborhood Preservation ascertains that there is a parcel of land on which exist the conditions described in this section, it shall cause notice to be given to the owner, tenant or occupant of the land to cut the brush, hedges or other plant life within ten (10) days after the notice is given. The notice shall be given in writing, either personally or by the United States certified mail. If neither method of giving notice is possible or practical, notice may be given by posting it in a prominent place on the parcel of land.

302.18.4 Removal by City; Cost Established as Lien.

If the owner, tenant or occupant fails to cut the brush within ten (10) days, the Public Works Director shall direct a City employee or arrange for an independent contractor, to cut the brush,

hedges or other plant life. Where such cutting is done by the Public Works Director, or any other person, or under his direction, he shall certify the cost thereof to the City Tax Collector who shall cause the cost as shown thereon to be charged against the land. The amount so charged shall forthwith become a lien upon the lands and shall be added to and become and form part of the taxes next to be assessed and levied upon the lands, the same to bear interest at the same rate as other taxes and shall be collected and enforced by the same officers and in the same manner as taxes.

SECTION 303

SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools.

Swimming pools shall be maintained in a clean and sanitary condition, and in good repair. All pools shall comply with existing zoning code and other State and local statutes; the stricture regulation shall apply.

303.2 Enclosures.

Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is not less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 304

EXTERIOR STRUCTURE

304.1 General.

The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the New Jersey Uniform Construction Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. Structures or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects;
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

14. Other items deemed in accordance with this section:

Exceptions:

1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the Construction official.

304.2 Protective treatment.

Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.3 Premises identification.

Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 3 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm). Additional or more stringent State regulations may apply; the more stringent regulations shall be the governing regulations.

304.4 Structural members.

Structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls.

Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls.

Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

304.7 Roofs and drainage.

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features.

Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions.

Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies.

Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers.

Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames.

Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing.

Glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows.

Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens.

Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

304.15 Doors (exterior).

Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways.

Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water. Handles shall be in good working order.

304.17 Guards for basement windows.

Every basement window that is openable shall be supplied with rodent shields, storm windows or other approved protection against the entry of rodents or the elements.

304.18 Building security.

Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designed to provide security for the occupants and property within.

304.18.1 Doors (interior).

Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented,

leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows.

Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways.

Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates.

Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305

INTERIOR STRUCTURE

305.1 General.

The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.

305.1.1 Unsafe conditions.

The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to

foundations is not capable of resisting all nominal loads or load effects;

3. Structures or components thereof that have reached their limit state;

4. Structural members are incapable of supporting nominal loads and load effects;

5. Stairs, landings, balconies and all similar walking surfaces, including guards and handrails, are not structurally sound, not properly anchored or are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

- Where substantiated otherwise by an approved method.
- Demolition of unsafe conditions shall be permitted when approved by the code official.

305.2 Structural members.

Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces.

Interior surfaces, including windows, walls, and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces.

Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.5 Handrails and guards.

Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors.

Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

305.7 Cabinets and/or shelves

Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils and of food that, under ordinary summer conditions, does not require refrigeration for safe keeping; and a counter or table for food preparation are required. All cabinets and/or shelves and counter or table shall be of sound construction furnished with surfaces that are easily cleanable and that will not impart any toxic or harmful effect on food.

SECTION 306

COMPONENT SERVICEABILITY

306.1 General.

The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions.

Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the, existing State or local laws or regulations, International Building Code or the International Existing Building Code as required for existing buildings:

1. Soils that have been subjected to any, but not limited to, the following conditions:

- 1.1. Collapse of footing or foundation system;
- 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
- 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
- 1.4. Inadequate soil as determined by a geotechnical investigation;
- 1.5. Where the allowable bearing capacity of the soil is in doubt; or
- 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.

2. Concrete that has been subjected to any, but not limited to the following conditions:

- 2.1. Deterioration;
- 2.2. Ultimate deformation;
- 2.3. Fractures;
- 2.4. Fissures;

- 2.5. Spalling;
- 2.6. Exposed reinforcement; or
- 2.7. Detached, dislodged or failing connections.
- 2.8. Cracking

3. Aluminum that has been subjected to any, but not limited to the following conditions:

- 3.1. Deterioration;
- 3.2. Corrosion;
- 3.3. Elastic deformation;
- 3.4. Ultimate deformation;
- 3.5. Stress or strain cracks;
- 3.6. Joint fatigue; or
- 3.7. Detached, dislodged or failing connections; or
- 3.8. Cracking

4. Masonry that has been subjected to any, but not limited to the following conditions:

- 4.1. Deterioration;
- 4.2. Ultimate deformation;
- 4.3. Fractures in masonry or mortar joints;
- 4.4. Fissures in masonry or mortar joints;
- 4.5. Spalling;
- 4.6. Exposed reinforcement; or
- 4.7. Detached, dislodged or failing connections; or
- 4.8. Cracking

5. Steel that has been subjected to any, but not limited to the following conditions:

- 5.1. Deterioration;
- 5.2. Elastic deformation;
- 5.3. Ultimate deformation;
- 5.4. Metal fatigue; or
- 5.5. Detached, dislodged or failing connections; or
- 5.6. Cracking

6. Wood that has been subjected to any of, but not limited to, following conditions:

- 6.1. Ultimate deformation;
- 6.2. Deterioration;
- 6.3. Damage from insects, rodents and other vermin;
- 6.4. Fire damage beyond charring;
- 6.5. Significant splits and checks;
- 6.6. Horizontal shear cracks;
- 6.7. Vertical shear cracks;
- 6.8. Inadequate support;

- 6.9. Detached, dislodged or failing connections; or
- 6.10. Excessive cutting and notching.

Exceptions:

Where substantiated otherwise by an approved method.

Demolition of unsafe conditions shall be permitted where approved by the code official.

SECTION 307

HANDRAILS AND GUARDRAILS

307.1 General.

Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: Guards shall not be required where exempted by the adopted building code.

SECTION 308

RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage.

Exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.

308.2 Disposal of rubbish.

Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

308.2.1 Rubbish storage facilities.

The owner of every occupied premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.

308.2.2 Refrigerators.

Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.

308.3 Disposal of garbage.

Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.

308.3.1 Garbage facilities.

The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leak proof, covered, outside garbage container.

308.3.2 Containers.

The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leak proof containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal.

308.3.3 Containers - Standards.

All items to be collected from curbside will be placed at curbside in upright container, plastic bags, tied in bundles, or otherwise contained so as to not be loose - in no case shall any container, bag or bundle exceed 60lbs in weight or 55 gallons. Items secured in bundles (i.e. branches, wood, hedge clippings, carpeting) shall not exceed 4ft in length. Household furniture placed at curb shall not exceed 120lbs. Household odds and ends (i.e. a door, shutter, and window) shall not exceed 120lbs.

Quantity to be collected from residential and non-residential premises per pickup day shall conform to the following:

1. Type 10 Household Trash - Not more than five containers and/or bags per dwelling unit and non-residential establishment, per pickup day - Total aggregate per dwelling unit or non-residential establishment not to exceed 300 lbs.
2. Type 13 Bulk Waste - No more than three large items - total aggregate of items, bags, bundles or containers not to exceed 360 lbs per dwelling unit or non-residential establishment, per pickup day. For premises having more than one dwelling unit or more than one non-residential establishment, no more than six large bulk items or an aggregate of 720lbs are to be collected per pickup per building.
3. Type 23 Yard Waste - No more than three bundles, bags or containers per residential or non-residential unit or in the aggregate more than 180lbs, per pickup day. For Premises having more than one dwelling or non-residential establishment no more than six bundles, bags or containers (aggregate) weight not to exceed 360lbs) are to be collected per pickup day.

SECTION 309

PEST ELIMINATION

309.1 Infestation.

Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent re-infestation.

309.2 Owner.

The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant.

The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.

309.4 Multiple occupancy.

The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.

309.5 Occupant.

The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for pest elimination.

CHAPTER 13 - SECTION 400 -- LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

SECTION 401

GENERAL

401.1 Scope.

The provisions of this chapter shall govern the minimum conditions and standards for light,

ventilation and space for occupying a structure.

401.2 Responsibility.

The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant, or permit another person to occupy, any premises that do not comply with the requirements of this chapter.

401.3 Alternative devices.

In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the International Building Code shall be permitted.

SECTION 402

LIGHT

402.1 Habitable spaces.

Every habitable space shall have not less than one window of approved size facing directly to the outdoors or to a court. The minimum total glazed area for every habitable space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but a minimum of 25 square feet (2.33 m²). The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways.

Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces.

All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the

appliances, equipment and fixtures.

SECTION 403

VENTILATION

403.1 Habitable spaces.

Every habitable space shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m²). The ventilation openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms.

Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system from a bathroom or toilet room shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities.

Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the rooming unit or dormitory unit.

Exceptions:

1. Where specifically approved in writing by the code official.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation.

Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes dryer exhaust.

Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and labeled condensing (ductless) clothes dryers.

SECTION 404

OCCUPANCY LIMITATIONS

404.1 Privacy.

Dwelling units, hotel units, housekeeping units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths.

A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights.

Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting a maximum of 6 inches (152 mm) below the required ceiling height.
2. Basement rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.
4. Confliction with other State codes

404.4 Bedroom and living room requirements.

Every bedroom and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area.

Every living room shall contain not less than 120 square feet (11.2 m²) and every bedroom shall contain not less than 70 square feet (6.5 m²) and every bedroom occupied by more than one

person shall contain not less than 50 square feet (4.6 m²) of floor area for each occupant thereof.

404.4.2 Access from bedrooms.

Bedrooms shall not constitute the only means of access to other bedrooms or habitable spaces and shall not serve as the only means of egress from other habitable spaces.

Exception: Units that contain fewer than two bedrooms.

404.4.3 Water closet accessibility.

Every bedroom shall have access to not less than one water closet and one lavatory without passing through another bedroom. Every bedroom in a dwelling unit shall have access to not less than one water closet and lavatory located in the same story as the bedroom or an adjacent story.

404.4.4 Prohibited occupancy.

Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements.

Bedrooms shall comply with the applicable provisions of this code including, but not limited to, the light, ventilation, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding.

Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5

MINIMUM AREA REQUIREMENTS

Space	1- 2 Occupants	3 - 5 Occupants	6 or more
Living Room a,b	No requirement	120	150
Dining Room a,b	No requirement	80	100
Bedrooms	Shall comply with Section 404.4		
For SI: 1 square foot = 0.093 m2			

404.5.1 Sleeping area.

The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply

with Section 404.4.

404.5.2 Combined spaces.

Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit.

Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m²). A unit occupied by not more than two occupants shall have a minimum clear floor area of 220 square feet (20.4 m²). A unit occupied by three occupants shall have a minimum clear floor area of 320 square feet (29.7 m²). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
3. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.
4. The maximum number of occupants shall be three.

404.7 Food preparation.

All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 13 - SECTION 500-

PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

SECTION 501 GENERAL

501.1 Scope.

The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility.

The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises that does not comply with the requirements of this chapter.

SECTION 502**REQUIRED FACILITIES****502.1 Dwelling units.**

Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink, refrigerator, and stove that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

The stove, for cooking food, and a refrigerator or refrigerator-freezer shall be required. Said refrigerator shall be capable of maintaining safe storage of food at temperatures less than 45 degrees Fahrenheit but more than 32 degrees Fahrenheit. Said stove and refrigerator, and/or refrigerator-freezer shall be properly installed with all necessary connections for safe, sanitary, and efficient operation and shall be maintained in good working condition. Said equipment need not be installed while a dwelling unit is not occupied.

Cabinets and/or shelves: Cabinets and/or shelves for the storage of eating, drinking, and cooking equipment and utensils and of food that, under ordinary summer conditions, does not require refrigeration for safe keeping; and a counter or table for food preparation are required. All cabinets and/or shelves and counter or table shall be of sound construction furnished with surfaces that are easily cleanable, reachable, and that will not impart any toxic or harmful effect on food.

502.2 Rooming houses.

Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

502.3 Hotels.

Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 occupants.

502.4 Employees' facilities.

Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

502.4.1 Drinking facilities.

Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in toilet rooms or bathrooms.

502.5 Public toilet facilities.

Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the International Plumbing Code. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during occupancy of the premises.

SECTION 503**TOILET ROOMS****503.1 Privacy.**

Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared bathrooms and toilet rooms in a multiple dwelling.

503.2 Location.

Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units or housekeeping units, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

503.3 Location of employee toilet facilities.

Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

503.4 Floor surface.

In other than dwelling units, every toilet room floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504**PLUMBING SYSTEMS AND FIXTURES**

504.1 General.

Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

504.2 Fixture clearances.

Plumbing fixtures shall have adequate clearances for usage and cleaning.

504.3 Plumbing system hazards.

Where it is found that a plumbing system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, inadequate venting, cross connection, back siphonage, improper installation, deterioration or damage or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

SECTION 505**WATER SYSTEM****505.1 General.**

Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.

505.2 Contamination.

The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply.

The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities.

Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a minimum temperature of 110°F (43°C). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

SECTION 506

SANITARY DRAINAGE SYSTEM

506.1 General.

Plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

506.2 Maintenance.

Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

506.3 Grease interceptors.

Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official.

SECTION 507

STORM DRAINAGE

507.1 General.

Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

CHAPTER 13 - SECTION 600-- MECHANICAL AND ELECTRICAL REQUIREMENTS

SECTION 601

GENERAL

601.1 Scope.

The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility.

The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that does not comply with the requirements of this chapter.

SECTION 602**HEATING FACILITIES****602.1 Facilities required.**

Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies.

If the lease requires the landlord to provide heat, the landlord must give you the amount of heat required by the state codes and the local town or city ordinance. Under the state housing codes, from October 1 to May 1, the landlord must provide enough heat so that the temperature in the apartment is at least 68 degrees from 6 a.m. to 11 p.m. between the hours of 11 p.m. and 6 a.m., the temperature in the apartment must be at least 65 degrees. **Cite:** N.J.A.C. 5:10-14 et seq. and N.J.A.C. 5:28-1.12(m).

602.3 Heat supply.

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces.

Indoor occupiable work spaces shall be supplied with heat are to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement.

The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603**MECHANICAL EQUIPMENT****603.1 Mechanical appliances.**

Mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products.

Fuel-burning equipment and appliances shall be connected to an approved chimney or vent.

Exception: Fuel-burning equipment and appliances that are labeled for unvented operation.

603.3 Clearances.

Required clearances to combustible materials shall be maintained.

603.4 Safety controls.

Safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air.

A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices.

Devices intended to reduce fuel consumption by attachment to a fuel -burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless labeled for such purpose and the installation is specifically approved.

SECTION 604

ELECTRICAL FACILITIES

604.1 Facilities required.

Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service.

The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. Dwelling units shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards.

Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure.

The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment.

Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the International Building Code.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

Enclosed switches, rated a maximum of 600 volts or less;
Busway, rated a maximum of 600 volts;

Panelboards, rated a maximum of 600 volts;
 Switchboards, rated a maximum of 600 volts;
 Fire pump controllers, rated a maximum of 600 volts;
 Manual and magnetic motor controllers;
 Motor control centers;
 Alternating current high-voltage circuit breakers;
 Low-voltage power circuit breakers;
 Protective relays, meters and current transformers;
 Low- and medium-voltage switchgear;
 Liquid-filled transformers;
 Resin transformers;
 Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;
 Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
 Luminaires that are listed as submersible;
 Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure.

The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment.

Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire, shall be replaced in accordance with the provisions of the International Building Code.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or approved manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605

ELECTRICAL EQUIPMENT

605.1 Installation.

Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

605.2 Receptacles.

Every habitable space in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every bathroom shall contain not less than

one receptacle. Any new bathroom receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires.

Every public hall, interior stairway, toilet room, kitchen, bathroom, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring.

Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606

ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General.

Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building operator or be posted in a publicly conspicuous location approved by the code official. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators.

In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607

DUCT SYSTEMS

607.1 General.

Duct systems shall be maintained free of obstructions and shall be capable of performing the required function. All duct systems shall be installed to manufacturers' specifications.

CHAPTER 13 - SECTION 700-

FIRE SAFETY REQUIREMENTS

SECTION 701

GENERAL

701.1 Scope.

The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided.

701.2 Responsibility.

The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

SECTION 702

MEANS OF EGRESS

702.1 General.

A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the International Fire Code.

702.2 Aisles.

The required width of aisles in accordance with the International Fire Code shall be unobstructed.

702.3 Locked doors.

Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the International Building Code.

702.4 Emergency escape openings.

Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without

the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703

FIRE-RESISTANCE RATINGS

703.1 Fire-resistance-rated assemblies.

The required fire-resistance rating of fire-resistance-rated walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

703.2 Opening protectives.

Required opening protectives shall be maintained in an operative condition. Fire and smokestop doors shall be maintained in operable condition. Fire doors and smoke barrier doors shall not be blocked or obstructed or otherwise made inoperable.

SECTION 704

FIRE PROTECTION SYSTEMS

704.1 General.

Systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the International Fire Code.

704.1.1 Automatic sprinkler systems.

Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.

704.1.2 Fire department connection.

Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

704.2 Single-and multiple-station smoke alarms.

Single-and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.2.1 through 704.2.3.

704.2.1 Where required.

Existing Group I-1 and R occupancies shall be provided with single-station smoke alarms in accordance with Sections 704.2.1.1 through 704.2.1.4. Interconnection and power sources shall be in accordance with Sections 704.2.2 and 704.2.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

704.2.1.1 Group R-1.

Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements. For sleeping units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

704.2.1.2 Groups R-2, R-3, R-4 and I-1.

Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a dwelling unit, including basements but not including crawl spaces and

uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

4. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

704.2.1.4 Installation near bathrooms.

Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.2.1.1 or 704.2.1.2.

704.2.2 Interconnection.

Where more than one smoke alarm is required to be installed within an individual dwelling or sleeping unit, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing alterations, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where alterations or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.

704.2.3 Power source.

Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for over-current protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where no construction is taking place.

2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.

3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for building wiring without the removal of interior finishes.

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the International Fire Code.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the dwelling or sleeping unit in accordance with Section 907.5.2 of the International Fire Code.
3. Activation of a smoke detector in a dwelling or sleeping unit shall not activate alarm notification appliances outside of the dwelling or sleeping unit, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.5 of the International Fire Code.

SECTION 800-- ABANDONED AND VACANT PROPERTIES

801 IDENTIFICATION OF ABANDONED PROPERTIES.

801-1 City List of Abandoned Properties.

a. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee is hereby directed to identify abandoned properties with the City, place said properties on an abandoned property list established as provided in Section 36 of P.L.1996, c.62 (C.55:19-55), as amended by Section 28 of P.L.2003, c.210, and provide such notices and carry out such other tasks as are required to effectuate an abandoned property list as provided by law.

b. The abandoned property list shall apply to the City of Asbury Park as a whole.

c. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee is hereby designated as the public officer for the purpose of carrying out the responsibilities established by this section and shall have all the responsibilities and powers provided by law.

d. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee shall exercise the authority granted the City pursuant to Section 13 of P.L.2003, c.210, to designate qualified rehabilitation entities to act as the designee of the City with respect to the provisions of that section.

e. The Director of Property Improvement and Neighborhood Preservation or the City Manager's designee shall provide a report to the Mayor and City Council every six (6) months, with respect

to the number and location of properties on the abandoned property list, the status of those properties, and any actions taken by the City or by any qualified rehabilitation entity designated pursuant to the authority granted to the public officer with respect to any property on the list or any other abandoned property within the City.
(Ord. No. 3031; Ord. No. 3077)

802 REGISTRATION OF VACANT PROPERTY.

802-1.1 Definitions.

As used in this section:

Municipal officer shall mean the Director of Property Improvement and Neighborhood Preservation/Code Enforcement or such official within that department as may be designated by the Director in writing.

Owner shall include the title holder, any agent of the title holder having authority to act with respect to a vacant property, any foreclosing entity that has filed a notice with the Municipal Clerk pursuant to the provisions of C.46:10B-51 (P.L.2008, c.127, Sec.17 as amended by P.L.2009, c.296), or any other entity determined by the public officer of the City of Asbury Park to have authority to act with respect to the property.

Vacant Property shall mean any building or structure which is not at present legally occupied or at which all lawful business or construction operations or residential or other occupancy have substantially ceased, and which is in such condition that it cannot legally be re-occupied without repair or rehabilitation, including but not limited to any property meeting the definition of abandoned property in N.J.S.A. 55:19-80; provided, however, that any habitable property where all building systems are in sound working order, where the building and grounds are maintained in good condition, and which is being actively marketed by its owner for sale or rental, shall not be deemed a vacant property for purposes of this section.
(Ord. No. 2015-10 § 1)

802-1.2 Registration of Vacant Property Required; Term; Fee Waivers.

a. As of the effective date of this section (this section adopted by Ord. No. 2015-10 on 4-22-15), the owner of any vacant property as defined herein shall, within 30 days after the building becomes vacant property or within 30 days after assuming ownership of the vacant property, whichever is later; or within 10 days of receipt of notice from the City, file a registration statement for such vacant property with the municipal officer on forms provided for that purpose by the municipal officer along with any fee required by this section. Failure to receive notice from the municipality shall not constitute grounds for failing to register the property.

b. Each property having a separate tax block and lot number shall be registered separately.

c. The registration shall include the information required under subsection 13-802-1.4, the insurance certificate required under subsection 13-802-1.7, as well as any additional information that the municipal officer may reasonably require.

d. The registration shall remain valid for one year from the date of registration. The owner shall

be required to renew the registration annually as long as the building remains vacant property and shall pay a registration or renewal fee in the amount prescribed in subsection 13-802-1.5 for each vacant property registered.

e. The municipal officer may establish for purposes of efficient administration that all registrations shall be renewed by a single date in each year, which date shall be established by the municipal officer in which case the initial registration fee shall be pro-rated for registration statements received less than 10 months prior to that date.

f. 1. Any owner of vacant property who plans to restore the property to productive use and occupancy during the twelve (12) month period following the date of the initial registration of the property shall file a detailed statement of the owner's plans for restoration of the property with the registration statement and shall be exempt from payment of the registration fee, but shall comply with all other provisions of this section. In the event that the property has not been restored to productive use and occupancy at the end of the twelve (12) month period, the owner shall be liable for any fee waived. The municipal officer, after consultation with the City Council and with the approval of a majority thereof, may extend the waiver of the registration fee for not more than one additional year in response to a written request by the property owner where the municipal officer finds that compelling conditions outside the owner's control made it impossible for the owner to restore the property within the initial twelve (12) month period.

2. Where the owner is an entity experienced in rehabilitation or redevelopment of vacant properties, and where the property subject to this section is being held for a project of rehabilitation or redevelopment consistent with municipal plans and ordinances, and where by virtue of financing, market or other conditions that project may require more than one year for realization, the municipal officer, after consultation with the City Council and with the approval of a majority thereof, may extend the waiver of the registration fee on an annual basis without limitation upon written request by the owner as long as the municipal officer finds that the owner is making reasonable progress toward completion of the project. The owner shall provide the municipal officer with such documentation, which may include plans, financing applications, applications for land use approval or other evidence of progress.

g. The owner shall notify the municipal officer within 30 days of any change in the registration information by filing an amended registration statement on a form provided by the municipal officer for such purpose.

h. The registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the City against the owner or owners of the building.
(Ord. No. 2015-10 § 2)

802-1.3 City Access for Inspections.

At any time after filing a registration statement or a renewal of a registration statement, the owner of any vacant property shall provide access to the City to conduct exterior and interior inspections of the building to determine compliance with municipal codes, on reasonable notice to the property owner or the designated agent. (Ord. No. 2015-10 § 3)

802-1.4 Registration Application Content.

- a. The registration statement shall include (1) the name, street address, e-mail address and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process in any court proceeding or administrative enforcement proceeding on behalf of such owner or owners in connection with the enforcement of any applicable code; and (2) the name, street address, e-mail address and telephone number of the firm or individual responsible for maintaining the property. The individual or a representative of the firm responsible for maintaining the property shall be available by telephone or in person on a 24 hour per day, seven (7) day per week basis. The two entities may be the same or different persons. Both entities shown on the statement must maintain offices in the state of New Jersey or reside within the state of New Jersey.
- b. An owner who is a natural person and who maintains offices in the state of New Jersey or resides within the state of New Jersey may designate him or herself as agent or as the individual responsible for maintaining the property.
- c. By designating an authorized agent under the provisions of this section the owner consents to receive any and all notices of code violations concerning the registered vacant property and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent. Any owner who has designated an authorized agent under the provisions of this section shall be deemed to consent to the continuation of the agent's designation for the purposes of this section until the owner notifies the municipal officer in writing of a change of authorized agent or until the owner files a new annual registration statement.
- d. Any owner who fails to register a vacant property under the provisions of this section shall further be deemed to consent to receive, by posting at the building, any and all notices of code violations and all process in an administrative proceeding brought to enforce code provisions concerning the building.
(Ord. No. 2015-10 § 4)

802-1.5 Fees.

- a. The registration and renewal fee for each building shall be as follows:

Initial registration	\$500.00 or prorated amount per subsection 802-1.2
First renewal	\$1,000.00
Second renewal	\$1,750.00
Any subsequent renewal	\$2,500.00

- b. One hundred (100%) percent of all fee income resulting from the application of this section shall be used for the sole purpose of carrying out municipal activities with respect to vacant and

distressed properties, including but not limited to code enforcement, abatement of nuisance conditions, stabilization, rehabilitation, and other activities designed to minimize blight and further productive reuse of properties.

(Ord. No. 2015-10 § 5)

802-1.6 Maintenance of Vacant Property Required.

The owner of any structure that has become vacant property, and any person responsible for maintaining any such building that has become vacant, shall within 30 days of the structure becoming vacant or 30 days of the owner taking title to the property:

- a. Enclose and secure the structure as provided in the applicable codes of the City of Asbury Park or as set forth in rules and regulations adopted by the municipal officer to supplement those codes.
- b. Ensure that the grounds of the structure, including yards, fences, sidewalks, walks and driveways, are well-maintained and kept free from trash or debris; and
- c. Maintain the structure in a secure and closed condition, keep the grounds in a clean and well-maintained condition until the building is again occupied or demolished or until repair or rehabilitation of the building is complete.

(Ord. No. 2015-10 § 6)

802-1.7 Insurance Requirements.

The owner of any vacant property shall acquire or otherwise maintain liability insurance, in an amount of not less than \$300,000.00 for buildings designed primarily for one to four unit residential use and not less than \$1,000,000.00 for any other building, including, but not limited to, buildings designed for multifamily, manufacturing, storage or commercial uses, covering any damage to any person or any property caused by any physical condition of or in the building. Any insurance policy acquired or renewed after the building has become vacant shall provide for written notice to the municipal officer within 30 days of any lapse, cancellation or change in coverage. The owner shall attach evidence of the insurance to the owner's registration statement. Any registration statement submitted that does not include such evidence shall not be deemed to be a valid registration. (Ord. No. 2015-10 § 7)

802-1.8 Online Registry.

The City of Asbury Park may establish an online registry of all properties registered with the City under this section, which shall include a procedure by which citizens can provide the municipal officer with information on unregistered properties that may be subject to this section through electronic means. (Ord. No. 2015-10 § 8)

802-1.9 Additional Rules and Regulations.

The municipal officer may issue rules and regulations for the administration of the provisions of

this section, after consultation with the City Council and with the approval of a majority thereof.
(Ord. No. 2015-10 § 9)

802-1.10 Violations and Penalties.

a. Any person who violates any provision of this section or of the rules and regulations issued hereunder shall be fined not less than one thousand (\$1,000.00) dollars and not more than two thousand (\$2,000.00) dollars for each offense. Every day that a violation continues shall constitute a separate and distinct offense. Fines assessed under this section shall be recoverable from the owner and shall be a lien on the property.

b. For purposes of this section, failure to file a registration statement within 30 days after a building becomes vacant property or within 30 days after assuming ownership of a vacant property, whichever is later; or within 10 days of receipt of notice by the City, failure to provide correct information on the registration statement, failure to comply with the provisions of subsections 802-1.6 and 802-1.7, or such other matters as may be established by the rules and regulations of the municipal officer shall be deemed to be violations of this section.
(Ord. No. 2015-10 § 10)

803-1.0 UPKEEP OF VACANT AND ABANDONED RESIDENTIAL PROPERTIES IN FORECLOSURE.

803-1.1 Definitions.

Creditor shall mean, consistent with section 3 of P.L. 2008, c.86, a State chartered bank, savings bank, savings and loan association or any credit union, or any person required to be licensed under the provisions of the “New Jersey Residential Mortgage Lending Act,” and any entity acting on behalf of the Creditor named in the debt obligation, including but not limited to, mortgage loan servicers.

Public officer shall mean the Director of Property Improvement and Neighborhood Preservation/Code Enforcement or such official within that department as may be designated by the Director, in writing.
(Ord. No. 2015-18 § 13-3.1)

803-1.2 Creditor Responsibility for Vacant and Abandoned Properties; In-State Representative Required.

a. Any Creditor filing a summons and complaint in an action to foreclose on any residential property within the City shall be immediately responsible for the care, maintenance, security, and upkeep of the exterior of that property, in the event it is determined to be vacant and abandoned property.

b. Where a Creditor is located out-of-State, the Creditor shall be responsible for appointing an in-State representative or agent to act on the Creditor’s behalf for the purpose of satisfying the

requirements of paragraph a. above. Notice of said representative or agent shall be provided to the City Clerk and the Public Officer (as defined in this section, in a manner that is consistent with subsection a. of section 17 of P.L. 2008, c.127 (the “Save New Jersey Homes Act of 2008”), and shall further include the full name and contact information of the in-State representative or agent.

c. All foreclosing creditors, and, in the case of an out-of-state foreclosing Creditor, their in-State representatives, shall be responsible to comply with the requirements of all other ordinances adopted by the City of Asbury Park and the Code of the City relating to vacant and/or abandoned property, in the same manner as those ordinances and the Code of the City pertain to the title owners of such vacant and/or abandoned property.

(Ord. No. 2015-18 § 13-3.2)

803-1.3 Notice.

a. The City’s public officer shall be authorized to issue a notice to a Creditor that has filed a summons and complaint in an action to foreclose on a residential property within the City, if the public officer determines that the Creditor has violated this section by failing to provide for the care, maintenance, security, and upkeep of the exterior of the property. Where a Creditor is an out-of-State Creditor, the notice shall be issued to the representative or agent that has been identified by the Creditor pursuant to subsection 13-4.2 and the Save New Jersey Homes Act of 2008.

b. The notice referenced in paragraph a. above shall require the Creditor to correct the violation(s) within 30 days of receipt of the notice, or within 10 days of receipt of the notice if the violation presents an imminent threat to public health and safety.

c. The issuance of a notice pursuant to paragraph a. above shall constitute proof that a residential property is “Vacant and Abandoned” for the purposes of this section.

(Ord. No. 2015-18 § 13-3.3)

803-1.4 Violations and Penalties.

a. A Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to correct a “care, maintenance, security, or upkeep violation” cited in a notice issued pursuant to this section, shall be subject to a fine of \$1,500 for each day of the violation. Any fines imposed pursuant to this subsection shall commence 31 days following the Creditor’s receipt of the notice, except where the violation is deemed to present an imminent risk to the public health and safety, in which case any fines shall commence 11 days following receipt of the notice.

b. An out-of-state Creditor subject to this section that is found by the municipal court of the City, or by any other court of competent jurisdiction, to be in violation of the requirement to appoint an in-State representative or agent shall be subject to a fine of \$2,500 for each day of the violation. Any fines imposed on an out-of-state Creditor for the failure to appoint an in-State representative or agent shall commence on the day after the 10-day period set forth in paragraph

(1) of subsection a. of section 17 of P.L. 2008, c.127 (C.46:10B-51), for providing notice to the City Clerk that a summons and complaint in an action to foreclose on a mortgage has been served.

c. No less than one hundred percent (100 %) of any money collected pursuant to this section shall be utilized by the City of Asbury Park for purposes relating to its City code enforcement purposes.

(Ord. No. 2015-18 § 13-3.4)

SECTION 900--

REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7. The original list can be found in the IPMC Book in the Code Department.

APPENDIX A BOARDING STANDARD

A101

GENERAL

A101.1 General.

Windows and doors shall be boarded in an approved manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102

MATERIALS

A102.1 Boarding sheet material.

Boarding sheet material shall be minimum 1/2-inch-thick (12.7 mm) wood structural panels complying with the International Building Code.

A102.2 Boarding framing material.

Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the International Building Code.

A102.3 Boarding fasteners.

Boarding fasteners shall be minimum 3/4-inch-diameter (9.5 mm) carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the International Building Code.

A103

INSTALLATION

A103.1 Boarding installation.

The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5 of the IPMC which is available for inspection.

A103.2 Boarding sheet material.

The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows.

The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls.

The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors.

Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an approved 2008, c.127 (C.46:10B-51), for providing notice to the City Clerk that a summons and complaint in an action to foreclose on a mortgage has been served.

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

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-53 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2016-54**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXX “LAND
DEVELOPMENT REGULATIONS”, CHAPTER 30-21 “PLANNING BOARD”,
SUBSECTION 30-21.1 “ESTABLISHMENT AND MEMBERSHIP”**

BE IT ORDAINED THAT the Planning Board previously established is hereby continued pursuant to the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), and shall consist of nine (9) members of the following four (4) classes:

Class I-The Mayor

Class II-One (1) of the officials of the City other than a member of the Governing Body to be appointed by the Mayor; provided that the member of the Environmental Commission, who is also a member of the Planning Board, as required by N.J.S.A. 40:56A-1, shall be deemed to be the Class II Planning Board member if there is both a member of the Zoning Board of Adjustment and a member of the Board of Education among the Class IV members.

Class III-A member of the Governing Body to be appointed by it.

Class IV-Six (6) citizens of the City to be appointed by the Council. The members of Class IV shall hold no other municipal office. A member of the Environmental Commission who is also a member of the Planning Board, as required by N.J.S.A. 40:56A-1, shall be a Class IV Planning Board member.

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-54 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2016-55**

**AMENDING AND SUPPLEMENTING SUBSECTION 4-10.4, ENTITLED “FEES,” OF
SECTION 4-10, “PERMITS FOR SPECIAL EVENTS,” OF CHAPTER IV, “GENERAL
LICENSING,” OF THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter IV “PERMITS FOR SPECIAL EVENTS” Section 4-10.4 “Fees” of the “Code of the City of Asbury Park, New Jersey is hereby amended and supplemented in order to add the following:

CHAPTER IV - GENERAL LICENSING

4-10 PERMITS FOR SPECIAL EVENTS

4-10.4 Fees

This section shall now read as:

All applicants for special events permits shall be required to pay a nonrefundable application fee, as well as all other fees that are determined to be necessary by the Mayor and City Council depending upon the nature and extent of the proposed activity. The application fee shall be due and payable at the time that an application is submitted. Other fees that may be required include, but are not necessarily limited to, costs associated with the provision of police and/or fire supervision, emergency services, staffing, use of City owned property and/or use of City owner vehicles or equipment and the creation and/or use of temporary parking areas. Applicants shall be provided with an estimate of required fees by the City Manager or his or her designee after the Special Events Review Board has reviewed the contents of the application, pursuant to subsection 4-10.5 below. Final confirmation of the total fee shall be made by the Mayor and City Council, upon recommendation from the Special Events Review Board, during review of each specific application. All required fees shall be due and payable at least ten (10) days prior to the event. Any requests for reductions or waivers of fees must be submitted in writing to, and approved by, the Mayor and City Council. In addition to the fees payable prior to each event, the applicant shall be required to pay for any and all additional or unanticipated expenses which were occasioned or become necessary during or after the event, as a direct result of the event.

Application Fee: (non refundable)

\$50.00 for non-profits

\$250.00 for all other organizations or groups

\$1,000 for events over 2,000

\$5,000 for events over 15,000

Maintenance Personnel and Equipment fees:

Putting up barricades- 1 man, 1 hour	\$50.00
Picking up barricades- 1 man, 1 hour	\$50.00
Putting up banner- 2 men, 1 hour	\$100.00
Taking down banner- 2 men, 1 hour	\$100.00
Use of pickup truck, per hour	\$40.00*
Use of dump truck	\$85.00*
Use of sweeper, per hour	\$75.00*
75Use of front end loader, per hour	\$80.00*
Use of dozer, per hour	\$100.00*
Use of portable float (stage) and steps	\$250.00
Use of litter scooter, per hour	\$30.00*
Use of garbage truck, per hour	\$90.00*(plus tipping fees)
Use of bucket, per hour	\$75.00*
Ambulance	\$250.00*
Dumping fee	\$80.00 per ton
Fire Engine or Rescue Truck	\$500.00 per day*
Rack Body Flatbed Truck	\$55.00 per hour
Mason Dump Truck	\$55.00 per hour

Items shown with an asterisk require an additional charge for the operator of the vehicle or equipment, which shall be at the rate of \$50.00 per hour. The above fees include delivery and pick -up during regular working hours (7am-2pm). All charges shall be hourly (except for the use of the portable float/stage and steps) and shall have a minimum charge of one hour. For any increments into the following hours, a one hour charge shall be incurred.

Public Parks:

Sunset	\$600.00 per day
Bradley	\$1,500.00 per day from one week prior to Memorial Day through two weeks after Labor Day
Bradley	\$750.00 per day any other time
Atlantic	\$1,500.00 per day from one week prior to Memorial Day through two weeks after Labor Day
Atlantic	\$750.00 per day off season any other time
Library	\$600.00 per day
Kennedy	\$100.00 per day
Merchants	\$100.00 per day
Springwood	\$100.00 per day

Boardwalk fee: daily fee of \$250.00 per day per block

Beaches: daily fee of \$700.00 for use of the City's beaches in conjunction with any special event within the City. All participants on the beach will also be required to purchase a daily beach badge.

Transportation Center: \$100.00 per day plus any maintenance fees
Council Chambers: \$100.00 per day plus any maintenance fees

Large Beach or Park Event: any event that is projected for 500 participants or more will be subject to a different fee structure to cover added city expenses. The daily beach/park fee will vary according to the type of event: Beach Fee: \$2,500.00 Park Fee: \$2,500.00

In addition, a deposit will be required in the amount of \$5,000 to cover any expenses incurred by the city that are not covered by special event fees

For any event with 2501 or more participants, user fees and deposits will be set by the Asbury Park Special Events Committee and approved by the Asbury Park City Council. A separate contract approved by the City Council will govern the operation and fees of said event.

Street Blocking or Closing:

Non-Metered Streets: \$250.00 daily fee per block for any non-metered street blocking or closing.

Metered Streets: The daily charge per block for street blocking or closing will be calculated by: taking the number of metered parking spaces in that block x the current hourly rate in that block (for the specific date of closure) x the daily number of hours the meters are in operation = the daily rate for that block. Either the daily block rate or a minimum of \$250.00, whichever is greater, will be paid by the applicant.

Off Duty Police Officers: 8:00 am-12:00 am \$75.00 per hour per officer/ 12:00 am- 8:00 am \$85.00 per hour per officer

EMT/Fire: 8:00 am-12:00 am \$75.00 per hour/12:00 am-8:00 am \$85.00 per hour (Fire Inspector/Fire Official regular overtime receive rate)

Lifeguards: \$65.00 per hour

Utility fees: Any and all fees for actual water and electric consumption shall be billed by the Director of Public Maintenance after the conclusion of the event.

Electrician: \$60.00 per hour

Sunset Sign Advertising: the weekly rate to create and post a message for 7 Days is \$250. The rate for a single day special message (birthdays, anniversaries, etc) is \$50

Returned Checks: \$25.00 fee in addition to the reimbursement of the original check amount.

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-55 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2016-56**

**AN ORDINANCE ESTABLISHING SALARIES OF CERTAIN EMPLOYEES WITHIN
THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

WHEREAS, the City has determined that the addition of the following position is required for the efficient operation of the City.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park that the following Title and Salaries be established as

	MINIMUM	MAXIMUM
Computer Service Technician	\$45,000	\$90,000
Senior Computer Service Technician	\$45,000	\$90,000
Network Administrator	\$45,000	\$90,000

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon final passage and publication in accordance within the law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-56 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2016-57**

**AN ORDINANCE ESTABLISHING SALARIES OF CERTAIN EMPLOYEES WITHIN
THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

WHEREAS, the City has determined that the addition of the following position is required for the efficient operation of the Municipal Court Department.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park that the following Title and Salaries be established as

5 Steps		1 st Year	2 nd Year	3 rd Year
4 th Year	Max			
Deputy Municipal Court Administrator 2	\$40,025		\$44,712	\$49,041
\$53,864	\$55,000			
Deputy Municipal Court Administrator 3	\$45,025		\$49,712	\$54,041
\$58,864	\$60,000			

9 Steps

Deputy Municipal	1 st Year	2 nd Year	3 rd Year
4 th Year	5 th Year		
Court Administrator 2	\$40,025	\$41,897	\$43,769
\$45,641	\$47,513		
	6 th Year	7 th Year	8 th Year
Maximum	\$49,385	\$51,257	\$53,129
\$55,000			

Deputy Municipal	1 st Year	2 nd Year	3 rd Year
4 th Year	5 th Year		
Court Administrator 3	\$45,025	\$46,897	\$48,769
\$50,641	\$52,513		
	6 th Year	7 th Year	8 th Year
Maximum	\$54,385	\$56,257	\$58,129
\$60,000			

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon final passage and publication in accordance within the law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-57 which was finally adopted by the City Council at a meeting held on the 28th day of December, 2016

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, December 28, 2016
REGULAR MEETING

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

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

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

MATTERS FROM CITY COUNCIL

Council Member Clayton thanked all the organizations who collected coats and toys for the holidays. She also announced the winners of the decorating contest. On a personal note she thanked the Police Officer who helped her when she locked herself out of her home. She wished everyone Happy New Year.

Council Member Kendle requested an update of the Westside Community Center at a future meeting. He wished everyone a Happy New Year.

Deputy Mayor Quinn thanked Connie Breech and the Asbury Park Toy Drive for a great job.

Mayor Moor also thanked those organizations who assist during the season. He wished everyone Happy New Year. He requested the status of the Sunset Lake footbridge.

MATTERS FROM CITY MANAGER

City Manager Capabianco had no matters to discuss.

MATTERS FROM CITY ATTORNEY

City Attorney Raffetto had no matters to discuss.

PUBLIC PARTICIPATION

Council Member Kendle made a motion to open the meeting to the public. Council Member Clayton seconded the motion. All were in favor.

The following members from the public spoke: Ernest Mignoli.

Deputy Mayor Quinn made a motion to close the meeting to the public. Council Member Chapman seconded the motion. All were in favor.

MINUTES

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

1. Municipal Council - Work Session - Dec 12, 2016 6:00 PM
2. Executive Session Minutes of Dec 14, 2016 5:00 PM
3. Municipal Council - Regular Meeting - Dec 14, 2016 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2016-477 Resolution authorizing the payment of payroll in the amount of \$955,506.98

2016-478 Authorizing Compensation Payment to Clint Davis upon His Separation of Employment

2016-479 Public Health Nursing Services January 1, 2017 – December 31, 2017

2016-480 Award of Contract for Regional Contribution Agreement Project (825 Dunlewy Street)

2016-481 Resolution to Credit Sewer Account 1505-2 1608 Sewall Ave

INDIVIDUAL RESOLUTIONS

2016-482 Resolution Approving Payment of Bills

Council Member Chapman is abstaining from PO 16-03824 and 16-01067.

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

2016-483 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2016 Budget

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

2016-484 Resolution Authorizing Changer Order #1 for the Wastewater Treatment Plant Generator Relocation Project

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

2016-485 Resolution Authorizing Change Order Number 4 for Springwood Avenue Park

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

2016-486 Identifying of Menu Items as Per the Subsequent Developer Agreement between the City of Asbury Park, Madison Asbury Retail LLC, and Asbury Partners

RESULT:	TABLED [UNANIMOUS]
	Next: 1/11/2017 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-487 Authorizing a Contract with Thomas P. Miller & Assoc. to Complete a Workforce Development Plan

City Manager Capabianco provided an explanation of the resolution.

The City Council had questions regarding the award of the contract.

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

2016-488 Authorizing award to SPCA for Animal Control

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

2016-489 A Resolution of the City of Asbury Park Releasing the Performance Bond for 600 Grand Street, 405 Monroe Avenue, 410-412 Sewell Avenue, Block 3205, Lots 13-15 (Formally Known as Lots 1-12) at Grand, Sewall, & Monroe Avenues & Heck Street And Accepting Maintenance Guarantee

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

2016-490 Authorizing the City of Asbury Park to Grant a License to Permit Improvements in an Area of the City Right-Of-Way Adjacent to the Property Located at 901-911 Asbury Avenue, Block 403, Lot 8

City Manager Capabianco provided an explanation to the Council.

RESULT:	TABLED [UNANIMOUS]
	Next: 1/11/2017 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2016-491 Authorizing the City of Asbury Park to Grant a License to Permit an Encroachment into an Area of the City Right-Of-Way Adjacent to the Property Located at 618 Mattison Avenue, Block 2403, Lot 3

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

2016-492 Authorizing the Acquisition, Support and Maintenance of Proprietary Software from Target Solutions

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

ORDINANCES

Second Reading/Public Hearing

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

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open the ordinance to the public. All were in favor.

There being no public comment, motion made by Council Member Clayton and seconded by Council Member Chapman. All were in favor.

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

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

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to open the ordinance to the public. All were in favor.

There being no public comment, motion made by Mayor Moor and seconded by Council Member Kendle. All were in favor.

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

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

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to open the ordinance to the public. All were in favor.

There being no public comment, motion made by Deputy Mayor Quinn and seconded by Council Member Clayton. All were in favor.

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

2016-52 Vacating and Dedicating Boston Way Right Of Way

Motion made by Council Member Clayton and seconded by Council Member Chapman to open the ordinance to the public. All were in favor.

There being no public comment, motion made by Deputy Mayor Quinn and seconded by Council Member Chapman. All were in favor.

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

2016-53 An Ordinance Amending Chapter XIII “Property Improvement and Neighborhood Preservation – Property Maintenance Code”

Motion made by Council Member Clayton and seconded by Council Member Chapman to open the ordinance to the public. All were in favor.

There being no public comment, motion made by Deputy Mayor Quinn and seconded by Council Member Kendle. All were in favor.

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

2016-54 An Ordinance Amending And Supplementing Chapter XXX “Land Development Regulations”, Chapter 30-21 “Planning Board”, Subsection 30-21.1 “Establishment and Membership”

Motion made by Deputy Mayor Quinn and seconded by Council Member Clayton to open the ordinance to the public. All were in favor.

There being no public comment, motion made by Deputy Mayor Quinn and seconded by Council Member Clayton. All were in favor.

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

2016-55 Amending and Supplementing Subsection 4-10.4, Entitled “Fees,” of Section 4-10, “Permits for Special Events,” of Chapter IV, “General Licensing,” of the “Code of the City of Asbury Park, New Jersey.”

Motion made by Council Member Chapman and seconded by Council Member Clayton to open the ordinance to the public. All were in favor.

There being no public comment, motion made by Council Member Kendle and seconded by Council Member Chapman. All were in favor.

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

2016-56 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to open the ordinance to the public. All were in favor.

There being no public comment, motion made by Deputy Mayor Quinn and seconded by Council Member Chapman. All were in favor.

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

2016-57 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to open the ordinance to the public. All were in favor.

There being no public comment, motion made by Council Member Clayton and seconded by Council Member Chapman. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 8:15 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk