



Agenda
Meeting of the Municipal Council
Wednesday, March 10, 2021
REGULAR MEETING 6:00 PM

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

2021-132 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Madison Asbury Subsequent Redeveloper Agreement

B. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2021, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Proclamation:

Education & Sharing Day

Items to be Presented:

ReOPEN Asbury Park Presentation

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Minutes Council-Executive Meeting Feb 24, 2021 4:00PM
- Municipal Council - Regular Meeting - Feb 24, 2021 6:00 PM

C. Individual Resolutions

- 2021-133 Resolution Approving Payment of Bills
- 2021-134 Resolution Amending Temporary Budget Appropriations for 2021 Budget
- 2021-135 Resolution Authorizing the Purchase of Dual Trash and Recycling Cans
- 2021-136 Resolution Authorizing the Purchase of 4G Modems for the Parking Pay Stations
- 2021-137 Resolution Authorizing the Purchase of Lockers for the Sewer Plant Bathrooms
- 2021-138 Resolution Authorizing the Purchase of Various Concrete Planters
- 2021-139 Resolution Authorizing Purchase of Lumber and Hardware for Lifeguard Lockers
- 2021-140 Resolution Authorizing Purchase of Materials Needed for Beach Locker Roof Replacement
- 2021-141 Resolution Authorizing a Professional Services Contract with Lewis S. Goodfriend & Associates
- 2021-142 Resolution Authorizing the City of Asbury Park to Implement The Competitive Contracting Process to Procure Vendors To Operate Concession Stands at Kennedy Park
- 2021-143 Resolution Authorizing a Professional Services Contract to Aspire Consulting Services
- 2021-144 Resolution Approving Disposition of Surplus Property
- 2021-145 Resolution Authorizing Issuance of Duplicate Tax Sale Certificate #14-00106 Block 1101 Lot 24 1300 M
- 2021-146 Resolution of Approval of a Grant Extension from The New Jersey Department of Transportation for the Re-Construction of Memorial Drive
- 2021-147 Resolution Adopting the City of Asbury Park Procedure for Administration and Inspection of Federal Aid Highway Projects
- 2021-148 Resolution Authorizing the Purchase of Personal Protective Equipment with Community Development Block Grant (CDBG) Funding Through the Cares Act
- 2021-149 Resolution Authorizing the Temporary Appointment of an Acting Tax Collector

D. Ordinances

1. Introduction

- 2021-8 An Ordinance Establishing New Requirements Relating to Stormwater Control Within the City of Asbury Park, And Amending and Supplementing Section 30-58, Entitled “Stormwater Control” Of Chapter 30 “Land Development Regulations” Of “The Code of The City of Asbury Park” Accordingly.
- 2021-9 An Ordinance Authorizing The Participation of The City Of Asbury Park In The Community Energy Aggregation Program That Creates An Option For 100% Regionally Sourced Renewables, And Amending And Supplementing The “Code Of The City Of Asbury Park,” In Order To Create A New Chapter 21 Thereof, Entitled “Community Energy Aggregation,” Accordingly.

2. Second Reading/Public Hearing

- 2021-5 An Ordinance Establishing A Rent Leveling Board As Well As Rules That Regulate The Price Of Rent And Rate Of Rent Increase For Certain Rental Housing Within The City Of Asbury Park, And Amending And Supplementing The Code Of The City Of Asbury Park To Establish A New Chapter 15 Thereof, Which Shall Be Entitled “Rent Leveling Regulations.”

E. Adjournment

**RESOLUTION NO. 2021-132****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on March 10, 2021 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. Madison Asbury Subsequent Redeveloper Agreement

B. Attorney-Client Privilege

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


Melody Hartsgrove, City Clerk 3/10/2021

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, February 24, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

2021-119 Resolution Authorizing a meeting which excludes the public
Council member Kendle recused himself from the NJIFF Litigation Update.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
RECUSED:	Jesse Kendle

LITIGATION

1. NJIFF Litigation Update by Eric Nemeth, Esquire

CONTRACT NEGOTIATIONS

1. 607 Mattison Avenue and 704-720 Cookman Ave and 574 Cookman Avenue

ATTORNEY-CLIENT PRIVILEGE

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

Frederick Raffetto	City Attorney	Remote	
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City Clerk Melody Hartsgrrove called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS

Director of Recreation, Leesha Floyd presented special events applications to the Mayor and Council.

ITEMS TO BE PRESENTED:

1. Rent Control Sub Committee Report
Affordable Housing Planner/Consultant, Beth McManus provided a rent control sub-committee report to Mayor and Council.
2. A Presentation by Sackman Enterprises for development projects at 607 Mattison Avenue, 704-720 Mattison Avenue, and 574 Cookman Avenue with a request to amend the Central Business District Redevelopment Plan
Andy Karas of Sackman Enterprises, presented a proposal for development projects at 607 Mattison Avenue, 704-720 Mattison Avenue, and 574 Cookman Avenue with a request to amend the Central Business District Redevelopment Plan to Mayor and Council.

MATTERS FROM CITY COUNCIL

Council member Chapman stated, I wanted to let everyone know that through a new partnership with the City of Asbury Park and Community Affairs Resource Center, rental assistance may be available to residents who qualify. For information you can contact the Community Affairs Resource Center 732-774-3282. Along with that there is also utility assistance available as well. For more information on utility assistance for those who qualify, you can call either Carrie Jeannot at 732-502-4580 or Cassandra Dickerson at 732-502-5753. We know we are going through hard times out there and we are trying to bring together as many resources as we can.

Council member Clayton stated, the Equity Committee that was formed last fall is having a meeting where there is going to be public participation. The committee was formed to foster good relations between our police department and our residents. The purpose of this meeting is to hear from the public, we've already heard from stakeholders within the city. On March 2, 2021 there will be a meeting and you have to register if you want to make a public comment. The meeting is from 5:00PM to 7:00PM and the registration is www.cityofasburypark.com/equity. If you don't have access to technology, you can call 732-502-5358. Free COVID-19 testing is still going on in the city at the transportation center. It's happening this evening until 7:00PM. The next date is Wednesday, March 10, 2021 from 9:00AM to 12:00PM and Monday, March 22, 2021 from 9:00AM to 12:00PM.

Council member Kendle stated, I would like to send out a message to the guardians and parents of the children going to Asbury Park. I ask the parents to please remind your kids to keep their masks on as they walk from school to home. A lot of people have brought it to my attention that the kids are taking their masks off a block away from the school and gathering. So please encourage your kids to wear their masks until they get home.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, tomorrow night the Mayor's Wellness Committee is having this great event, "Just Say Yes, Keep Your Heart Healthy," at 5:30PM tomorrow. The zoom number is there and the caller ID number is there. We have a great Mayor's Wellness Committee shared by Michael and great volunteers. This is another great thing we're doing for Asbury Park.

MATTERS FROM CITY MANAGER

City Manager, Donna Vieiro stated, I just want to clarify to make sure everyone got the number correctly for the Equity Committee phone in, it's 732-502-5758. I believe that is what Council member Clayton said, but just to be sure it's 732-502-5758.

MATTERS FROM CITY ATTORNEY

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

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Deputy Mayor Quinn to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli made a comment about council members, Michael Kushner asked a question about the workshop presentation by Sackman Enterprises, Rita Marano made a comment on debt service, garbage, marijuana laws, and the rent leveling ordinance. Ron Simoncini, Carol Fallock, Matthew Daniels, Tracy Rodgers, Peter Siegel, Matthew Sigman, Sylvie St. Pierre, Maureen Nevin, Alex Rusufski, Charles Gormally, and Felicia Simmons all made comments on the rent leveling ordinance. A motion to close the meeting to the public was made by Council member Kendle and seconded by Mayor Moor. All were in favor.

MINUTES

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

1. Municipal Council-Executive Meeting Feb. 10, 4:00 PM
2. Municipal Council - Regular Meeting - Feb 10, 2021 6:00 PM **Accepted**

INDIVIDUAL RESOLUTIONS

2021-120 Resolution Approving Payment of Bills

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

2021-121 Resolution Awarding Bid for Traffic Control Signage

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

2021-122 Resolution Authorizing Purchase of a Salt Spreader for a DPW Pick-Up Truck

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

2021-123 A Resolution of The Mayor and Council Of The City Of Asbury Park, Acting As The Redevelopment Entity, Granting Conceptual Approval To AP Block 4001 Venture Urban Renewal, LLC Regarding residential development on Block 4001, Lots 2-15 (Kingsley Street, Third Avenue and Fourth Avenue) and Referring The Matter To The Planning Board For Appropriate Approvals

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

2021-124 Resolution of The Mayor and City Council of The City of Asbury Park Determining that the Development of Affordable Housing for the Project Known as Parkview AP will Address an Existing Housing Need in the City of Asbury Park for HOME Financing (Block 803, Lots 1.01-10.01)

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

2021-125 Resolution of the Mayor and City Council of The City of Asbury Park to enter into A Subsequent Developer Agreement with AP Block 4001 Venture Urban Renewal, LLC for the development of property located at Block 4001, Lots 2-15 (Kingsley Street, Third Avenue and Fourth Avenue)

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

2021-126 Resolution Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate an Electric Scooter Share Program Within the City.

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

2021-127 Resolution Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate a Bikeshare Program Within the City.

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

2021-128 Resolution Adopting the Monmouth County Multi-Jurisdictional Hazard Mitigation Plan

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

2021-129 Resolution Approving Special Event Applications

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

2021-130 Resolution Extending the Time Period for The “Equity Committee” To Complete Its Work.

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

2021-131 Resolution Establishing Regulations for the 2021 Beach Season

RESULT: **ADOPTED [3 TO 2]**
MOVER: Jesse Kendle, Councilmember
SECONDER: Eileen Chapman, Councilmember
AYES: Eileen Chapman, Jesse Kendle, John Moor
NAYS: Yvonne Clayton, Amy Quinn

ORDINANCES

Introduction

- 2021-5 An Ordinance Establishing A Rent Leveling Board As Well As Rules That Regulate The Price Of Rent And Rate Of Rent Increase For Certain Rental Housing Within The City Of Asbury Park, And Amending And Supplementing The Code Of The City Of Asbury Park To Establish A New Chapter 15 Thereof, Which Shall Be Entitled “Rent Leveling Regulations.”

RESULT:	INTRODUCED [4 TO 1]
	Next: 3/10/2021 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Jesse Kendle

- 2021-6 An Ordinance Amending and Supplementing Section 4-10, Entitled “Permits for Special Events,” Of Chapter IV, “General Licensing,” of “The Code of The City of Asbury Park.”

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/24/2021 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2021-7 An Ordinance Amending and Supplementing Chapter IV, Entitled “General Licensing,” Of “The Code of The City of Asbury Park,” In Order to Establish A New Section Thereof To Be Known as Section 4-27, Entitled “Film and Photography Permits.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/24/2021 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

- 2021-2 An Ordinance of The City of Asbury Park, In the County of Monmouth, State Of New Jersey, Providing for The Special Assessment of The Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements on Block 3801, Lots 1.01, 1.03, And 1.05 Within the Asbury Park Waterfront Redevelopment Area and Establishing A Mechanism for Payment of The Cost Thereof

A motion to open 2021-2 to the public was made by Deputy Mayor Quinn and seconded by Council Member Chapman. All in favor. The following members of the public spoke: Maureen Nevin asked a question about the special assessment.

A motion to close 2021-2 was made by Deputy Mayor Quinn and seconded by Mayor Moor.

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

2021-3 An Ordinance of The City of Asbury Park Authorizing the Execution of a Financial Agreement with K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC and Granting A Tax Exemption

A motion to open 2021-3 to the public was made by Council member Clayton and seconded by Council Member Kendle. All in favor. The following members of the public spoke: Rita Marano asked a question about tax exemption, Maureen Nevin asked a question about the Waterfront Redevelopment Agreement, and Kathleen Mumma asked a question about the Waterfront Redevelopment Agreement.

A motion to close 2021-3 was made by Council Member Kendle and seconded by Deputy Mayor Quinn.

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

2021-4 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1201 Third Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

A motion to open 2021-4 to the public was made by Council Member Kendle and seconded by Council Member Clayton. All in favor. No members of the public spoke.

A motion to close 2021-4 was made by Council Member Kendle and seconded by Council Member Chapman.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSTAIN:	Amy Quinn

ADJOURNMENT

The meeting was adjourned at 8:01 PM

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

Meeting was adjourned at 8:01PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-133

Payable vouchers approved by CFO



RESOLUTION NO. 2021-133

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$1,320,652.54

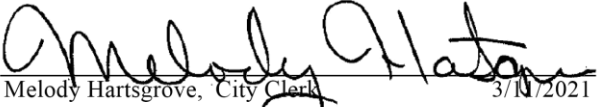
BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute and issue warrants for payment of said vouchers, but only if and when the conditions of the City Treasury shall permit.

CURRENT VOUCHERS	\$ <u>1,320,652.54</u>
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TOTAL VOUCHERS	\$ <u>1,320,652.54</u>
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I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-133 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 3/10/2021

MELODY HARTSGROVE
CITY CLERK

March 4, 2021
09:45 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 0-First to 1-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/21 Include Non-Budgeted:
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
0-01-20-100-000-201	ADMINISTRATION General Plant					
TMASSO T & M ASSOCIATES	20-03159 SURVEYING SERVICES AT 200			2,122.50	0.00	B
	Extd Total: ADMINISTRATION			2,122.50		
	Department Total: ADMINISTRATION			2,122.50		
Department: MAYOR/COUNCIL						
Extd: MAYOR & COUNCIL						
0-01-20-110-000-299	MAYOR & COUNCIL Misc.					
WBMASON W.B.MASON CO., INC.	20-02320 OFFICE SUPPLIES NEEDED			65.76	0.00	
	Extd Total: MAYOR & COUNCIL			65.76		
	Department Total: MAYOR/COUNCIL			65.76		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
0-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON W.B.MASON CO., INC.	20-02320 OFFICE SUPPLIES NEEDED			307.52	0.00	
	Extd Total: MUNICIPAL CLERK			307.52		
	Department Total: MUNIC CLERK			307.52		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
0-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.	20-03071 Upunch Time Cards			136.12	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			136.12		
	Department Total: FINANCE			136.12		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
0-01-20-155-000-209	LEGAL SERVICES Fees					
SUREN005 SURENIAN, EDWARDS & NOLAN LLC	21-00516 Dec. 20 Affordable Hsg.			7,655.99	0.00	
	Extd Total: LEGAL SERVICES			7,655.99		
	Department Total: LEGAL SERVICES			7,655.99		
	CAFR Total:			10,287.89		

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

March 4, 2021
09:45 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: POLICE						
Extd: POLICE DEPARTMENT						
0-01-25-240-000-203	POLICE Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-03399	#40QU026255 Supplies to Repair	1,050.95	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-00550	#40IV085673 Repairs Car #9	78.94	0.00	
				1,129.89		
0-01-25-240-000-221	POLICE Ammunition					
LAWSUP	LAWMEN SUPPLY CO. OF N.J.	20-02029	Quote# QT 1384979 Firearms	184.27	0.00	
	Extd Total: POLICE DEPARTMENT			1,314.16		
	Department Total: POLICE			1,314.16		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
0-01-25-265-000-201	FIRE DEPT. General Plant					
INSPSY	INSTITUTE FOR FORENSIC	21-00455	Inv 14495 New hire exams	1,500.00	0.00	
0-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-02413	Blanket PO not to exceed	56.33	0.00	B
0-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	20-01952	Quote Est24902 Badges	336.00	0.00	
0-01-25-265-000-229	FIRE DEPT. Medical Sup.					
HENSCE	HENRY SCHEIN, INC.	20-00941	Blanket PO not to exceed	37.92	0.00	B
	Extd Total: FIRE DEPARTMENT			1,930.25		
	Department Total: FIRE DEPT.			1,930.25		
	CAFR Total:			3,244.41		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
0-01-27-345-000-201	SOCIAL SERVICES General Plant					
AMAZ005	AMAZON.COM SERVICES	21-00533	INV #1479-MCX4-CPJW PAST DUE	0.10	0.00	
	Extd Total: SOCIAL SERVICES:			0.10		
	Department Total: PUBLIC ASST			0.10		
	CAFR Total:			0.10		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
0-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL	JCPL	21-00608	INVOICE #90702496 HOLIDAY BILL	3,882.44	0.00	
	Extd Total: LIGHT,HEAT,POW			3,882.44		
	Department Total: LIGHTING			3,882.44		

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TELEPHONE						
Extd: TELEPHONE						
0-01-31-440-000-299	TELEPHONE Misc.					
ATLLC AT&T MOBILITY LLC		21-00583	#287284936037 1/12 - 2/11	587.17	0.00	
	Extd Total: TELEPHONE			587.17		
	Department Total: TELEPHONE			587.17		
	CAFR Total:			4,469.61		
	Fund Total: CURRENT			18,002.01		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANSPORT.UTILITY O/E: OTHER EXPENSES:						
0-06-55-502-000-201	TRANSPORT.UTILITY O/E: General Plant					
IPSGRO IPS GROUP, INC.		20-00962	#49401 Monthly DMS Feb 2020	6,696.00	0.00	
GLESUP GLENCO SUPPLY INC.		20-01758	Dead End Signage (2)	136.00	0.00	
GLESUP GLENCO SUPPLY INC.		20-01759	In-Street STOP Signs (15)	2,700.00	0.00	
IPSGRO IPS GROUP, INC.		20-02322	#IPS-2020-081782928 BNA Cables	687.33	0.00	
GLESUP GLENCO SUPPLY INC.		20-02355	R4-11 Signs	960.00	0.00	
PASPOR PASSPORT LABS, INC.		20-02885	#INV-1016019 Tran Fee Sep 2020	16,713.00	0.00	
PASPOR PASSPORT LABS, INC.		20-03171	#INV-1016791 Tran Fee Oct 2020	12,147.90	0.00	
PASPOR PASSPORT LABS, INC.		20-03439	#INV-1017709 Tran Fee Nov 2020	8,771.10	0.00	
PARKM005 PARKMOBILE USA, LLC		21-00487	#INV19023 DECEMBER 2020	1,339.50	0.00	
IPSGRO IPS GROUP, INC.		21-00488	#INV56220 DECEMBER 2020	1,319.35	0.00	
IPSGRO IPS GROUP, INC.		21-00492	INV #52004 JUNE 2020	1,549.89	0.00	
IPSGRO IPS GROUP, INC.		21-00493	INV #53371 AUGUST 2020	985.65	0.00	
IPSGRO IPS GROUP, INC.		21-00494	#52981 Printer & Freight 8/20	5,639.66	0.00	
IPSGRO IPS GROUP, INC.		21-00504	#INV55404 NOVEMBER 2020	6,966.00	0.00	
IPSGRO IPS GROUP, INC.		21-00505	#INV56043 DECEMBER 2020	6,966.00	0.00	
IPSGRO IPS GROUP, INC.		21-00507	#INV54649 OCTOBER 2020	6,966.00	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		21-00549	40IV070764 & 40IV067109	197.59	0.00	
PASPOR PASSPORT LABS, INC.		21-00552	#INV-1018514 DECEMBER 2020	6,210.30	0.00	
GLESUP GLENCO SUPPLY INC.		21-00558	INVOICE #24718 7/6/20 SIGNS	558.00	0.00	
PARKM005 PARKMOBILE USA, LLC		21-00603	#INV17668 JULY 2020	5,084.40	0.00	
				92,593.67		
	Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			92,593.67		
	Department Total: UTILITY OE			92,593.67		
	CAFR Total:			92,593.67		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			92,593.67		

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

March 4, 2021
09:45 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
0-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	21-00429	INVOICE #518687 JANUARY 2021	61.50	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			61.50		
	Department Total: UTILITY OE			61.50		
	CAFR Total:			61.50		
	Fund Total: SEWER UTILITY: BUDGET:			61.50		
	Year Total:			110,657.18		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
1-01-20-100-000-201	ADMINISTRATION General Plant					
GEECHA	GEESE CHASERS, LLC	21-00051	1ST QTR 2021 CLEARING AND	1,079.00	0.00	B
1-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	21-00407	Invoice 2560 Rent Control Ord.	1,100.50	0.00	
1-01-20-100-000-211	ADMINISTRATION Water					
READR005	READYREFRESH BY NESTLE	21-00609	FINAL BILLS FOR ALL ACCOUNTS	316.48	0.00	
	Extd Total: ADMINISTRATION			2,495.98		
	Department Total: ADMINISTRATION			2,495.98		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
1-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	21-00534	ORD #2021-2, 2021-3, 2021-4	183.30	0.00	
	Extd Total: MUNICIPAL CLERK			183.30		
	Department Total: MUNIC CLERK			183.30		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
1-01-20-130-000-204	FINANCE Outside Services					
MOODINV	Moody's Investors Service	21-00517	2021 Monitoring Service	3,000.00	0.00	
1-01-20-130-000-209	FINANCE Fees					
MARBUS	MARLIN BUSINESS BANK	21-00586	INVOICE #18803210 MARCH 2021	339.50	0.00	
1-01-20-130-000-222	FINANCE Training					
CEUNI005	CEUNION	21-00448	3/11/21 ANNUAL AUDIT WEBINAR	55.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			3,394.50		
	Department Total: FINANCE			3,394.50		

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

March 4, 2021
09:45 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

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Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
1-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT INC.	21-00491	Q#1C432T5 Fire Chief SSD RAM	161.60	0.00	
WBMASON	W.B.MASON CO., INC.	21-00528	Wall File Folders	8.49	0.00	
				170.09		
	Extd Total: COMPUTERIZED DATA PROCESSING			170.09		
	Department Total: COMPUTER MIS			170.09		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
1-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-00373	Tax office supplies Feb 2021	811.79	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			811.79		
	Department Total: TAX REV ADMIN			811.79		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
1-01-20-155-000-209	LEGAL SERVICES Fees					
GENBUR	GENOVA BURNS LLC	21-00295	2021 SERVICES RENDERED BLANKET	4,485.00	0.00	B
	Extd Total: LEGAL SERVICES			4,485.00		
	Department Total: LEGAL SERVICES			4,485.00		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
1-01-20-162-000-201	APTV Cont/Subs/Dues					
JERACC	JERSEY ACCESS GROUP	21-00495	INV #1355 JAG dues for 2021	250.00	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			250.00		
	Department Total: APTV			250.00		
	CAFR Total:			11,790.66		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
1-01-23-210-000-209	LIABILITY INSURANCE Fees					
OTTINS	OTTERSTEDT INS. AGENCY, INC.	21-00034	Invoice 26528 UST policy	3,445.00	0.00	
	Extd Total: LIABILITY INSURANCE			3,445.00		
	Department Total: LIAB INSURANCE			3,445.00		

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

March 4, 2021
09:45 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
1-01-23-220-000-209 NJSHBP NJSHBP	EMPLOYEE GROUP INSURANCE Fees (IN CAP)	21-00530	HEALTH COVERAGE MARCH 2021	475,041.32	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			475,041.32		
	Department Total: GROUP INSUR.			475,041.32		
	CAFR Total:			478,486.32		
Department: POLICE						
Extd: POLICE DEPARTMENT						
1-01-25-240-000-201	POLICE General Plant					
CRAPRI CRAFTMASTER PRINTING, INC.	21-00334 #11129 2021 Taxi Inspection			316.88	0.00	
TERPES THE TERMINIX INTERNATIONAL CO	21-00422 #2021-2022 Pest Control Servic			1,200.00	0.00	
MONCON MONMOUTH COUNTY POLICE ACADEMY	21-00424 100th BCPO Recruits A. Kakar,			2,250.00	0.00	
				<u>3,766.88</u>		
1-01-25-240-000-202	POLICE Office Supplies					
WBMASON W.B.MASON CO., INC.	21-00547 HEWCF226A 26A BLACK TONER			98.49	0.00	
1-01-25-240-000-203	POLICE Motor Vehicle					
SEAFOR SEA BREEZE FORD INC.	21-00269 BLANKET CAR REPAIRS			592.13	0.00	B
EDWTIR EDWARDS TIRE CO., INC.	21-00277 Blanket Car Repairs			584.00	0.00	B
SEACHE SEACOAST CHEVROLET OLDS-	21-00470 Q#67665 Repaired Car 43			175.72	0.00	
SEACHE SEACOAST CHEVROLET OLDS-	21-00551 #Q67878 Repaired Car 25			148.41	0.00	
				<u>1,500.26</u>		
1-01-25-240-000-205	POLICE Animal Control Services					
SPCA MONMOUTH COUNTY SPCA	21-00510 #2015561 Service Jan 2021			4,700.00	0.00	
1-01-25-240-000-216	POLICE Supplies-Compu.					
CDWGOV CDW GOVERNMENT INC.	21-00443 Q#1C41S37 DB Monitor			260.39	0.00	
1-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM WIRELESS COMMUNICATIONS &	21-00421 #M59852 JANUARY 2021			1,220.00	0.00	
WIRCOM WIRELESS COMMUNICATIONS &	21-00439 #M59853 FEBRUARY 2021			1,220.00	0.00	
				<u>2,440.00</u>		
1-01-25-240-000-222	POLICE Training					
BORNEP BOROUGH OF NEPTUNE CITY	21-00220 2021 Active Shooter Program			1,000.00	0.00	
NJCRIM NJ CRIMINAL INTERDICTION LLC	21-00513 Training-Breiner,Grays,Boone			597.00	0.00	
				<u>1,597.00</u>		
1-01-25-240-000-237	POLICE Accreditation					
THEROG THE RODGERS GROUP, LLC	21-00467 INV #6381 2021 SERVICE & MAIN-			11,340.00	0.00	
	Extd Total: POLICE DEPARTMENT			25,703.02		
	Department Total: POLICE			25,703.02		

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

March 4, 2021
09:45 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
1-01-25-265-000-201	FIRE DEPT. General Plant					
AMEUNI	AMERICAN UNIFORM & SUPPLY	21-00141	Quote 73756RS dept patches	450.00	0.00	
GRAING	GRAINGER, INC.	21-00187	LIGHT PANELS, BLINDS, CEILING	898.48	0.00	
SAFDOC	SAFEGUARD DOCUMENT DESTRUCTION	21-00339	INV #35749 SHREDDING SERVICE	355.00	0.00	
MERHEA	MERIDIAN OCCUPATIONAL HEALTH	21-00465	INVOICE #459073 FEBRUARY 2021	1,877.00	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	21-00502	Invoice 220643500 Site Remed.	3,260.00	0.00	
GRAING	GRAINGER, INC.	21-00537	Misc special ops	185.72	0.00	
POWDMS	POWERDMS INC.	21-00581	SUBSCRIPTION 1/11/21 - 8/15/21	340.50	0.00	
				<u>7,366.70</u>		
1-01-25-265-000-214	FIRE DEPT. Building Maintenance					
COUCLE	COUNTRY CLEAN, INC	21-00384	Blanket PO Not to Exceed	599.50	0.00	B
1-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
JUNLAS	JUNGLE LASERS, LLC	21-00501	INV #59491 2/16/21 - 3/15/21	1,000.00	0.00	
	Extd Total: FIRE DEPARTMENT			8,966.20		
	Department Total: FIRE DEPT.			8,966.20		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
1-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	21-00299	2021 SERVICES RENDERED BLANKET	2,600.00	0.00	B
RONTRO	RONALD J. TROPOLI	21-00301	2021 SERVICES RENDERED BLANKET	2,000.00	0.00	B
				<u>4,600.00</u>		
	Extd Total: MUNICIPAL PROSECUTOR			4,600.00		
	Department Total: PROSECUTOR			4,600.00		
	CAFR Total:			39,269.22		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
1-01-26-290-000-201	STREETS & ROAD General Plant					
YESGRA	YES GRAPHIC	21-00546	Hooded Sweatshirts, etc	366.00	0.00	
1-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-00312	Automotive Parts, Tools & Svc	833.71	0.00	B
SEAFOR	SEA BREEZE FORD INC.	21-00314	Automotive Supplies and Tools	393.22	0.00	B
THEHOS	THE HOSE SHOP, INC.	21-00316	Various Hoses, Parts and Tools	190.86	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	21-00317	Various Supplies, Tools, etc	338.69	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	21-00318	Supplies, Tools and Service	433.98	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	21-00319	Supplies, Parts and Service	838.41	0.00	B
JACDOH	JACK DOHENY COMPANIES, INC.	21-00388	New Front Hose for Jet Vac	1,889.47	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	21-00391	new Front Tires for Backhoe	1,096.80	0.00	
TRIOUS	TRIOUS, INC.	21-00409	Equipment & Straps for Rolloff	83.43	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-00559	#40IV094474 Brk HYD Hose, etc	780.88	0.00	
				<u>6,879.45</u>		

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

March 4, 2021
09:45 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

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1-01-26-290-000-205	STREETS & ROAD Snowstorm Expenses					
ATLSAL ATLANTIC SALT, INC.	21-00398 Sodium Chloride (Rock Salt)			4,904.61	0.00	
MONMO015 MONMOUTH COUNTY PUBLIC WORKS &	21-00556 Salt Brine Fuel - Diesel			<u>382.00</u>	0.00	
				5,286.61		
1-01-26-290-000-210	STREETS & ROAD Network Fleet					
VERCONN VERIZON CONNECT NWF INC.	21-00542 #02345849 JAN & FEB 2021			3,613.00	0.00	
1-01-26-290-000-211	STREETS & ROAD Traffic					
SHEWIL SHERWIN WILLIAMS	21-00456 Traffic Paint and Accessories			690.98	0.00	
1-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
ATLLOK ATLANTIC LOCK & SAFE	21-00321 Miscellaneous Hardware, etc			160.26	0.00	B
GRAING GRAINGER, INC.	21-00400 Miscellaneous Hardware			<u>283.72</u>	0.00	B
				443.98		
1-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
PRESPE PREVENTION SPECIALISTS,INC.	21-00535 INVOICE #30357 CDL DOT REQUIRE			195.00	0.00	
OPTIMUM OPTIMUM	21-00555 #07866-183188-01-1 2/8 - 3/7			<u>31.23</u>	0.00	
				226.23		
1-01-26-290-000-270	STREETS & ROAD Wesley Lake Commission					
WESLAK WESLEY LAKE COMMISSION	21-00375 Annual Contribution 2021			1,000.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			18,506.25		
	Department Total: STREETS & ROAD			18,506.25		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
1-01-26-305-000-209	SOLID WASTE Fees					
DELDEM DELISA DEMOLITION, INC.	21-00263 Removal of Construction Debris			3,259.88	0.00	B
TRECTY TREASURER CTY OF MONMOUTH	21-00394 #59103 Reclamation Center			2,294.94	0.00	
DELDEM DELISA DEMOLITION, INC.	21-00539 #202795 Tipping Fees 2/1-2/15			<u>24,137.32</u>	0.00	
				29,692.14		
	Extd Total: SOLID WASTE COLLECTION			29,692.14		
	Department Total: SOLID WASTE			29,692.14		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-201	BUILDING & GND General Plant					
GRAING GRAINGER, INC.	21-00260 8 Gallon Plastic Liner #100298			1,581.48	0.00	
GRAING GRAINGER, INC.	21-00578 Air Filters for DPW Furnace			201.36	0.00	
GRAING GRAINGER, INC.	21-00579 Ceiling Tiles for City Hall			<u>722.77</u>	0.00	
				2,505.61		
1-01-26-310-000-218	BUILDING & GND Contract.Serv.					
TERPES THE TERMINIX INTERNATIONAL CO	21-00557 #404806499 Pest Control 2/04			170.00	0.00	

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

March 4, 2021
09:45 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-310-000-218	BUILDING & GND Contract.Serv.		Continued			
AUTBUI	AUTOMATED BUILDING CONTROLS,	21-00570	#S32340 Labor - Boiler Repair	234.00	0.00	
				404.00		
	Extd Total: BUILDINGS & GROUNDS			2,909.61		
	Department Total: BUILDING & GND			2,909.61		
	CAFR Total:			51,108.00		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
1-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
ATLFIR	ATLANTIC SECURITY & FIRE, INC.	21-00562	QuarterlyMonitor 3/1-5/31/2021	98.85	0.00	
OPTIMUM	OPTIMUM	21-00596	#07866-196932-01-7 2/15 - 3/14	8.33	0.00	
				107.18		
	Extd Total: SENIOR CENTER			107.18		
	Department Total: SENIOR CENTER			107.18		
	CAFR Total:			107.18		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
1-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	21-00601	#22-0014-9552-20 1/13-2/11	14,961.23	0.00	
	Extd Total: LIGHT,HEAT,POW			14,961.23		
Extd: STREET/TRAFFIC						
1-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	21-00543	#100 013 520 380 1/19-2/16	17,267.93	0.00	
JCPL	JCPL	21-00582	#100 082 843 705 1/23-2/22	123.33	0.00	
				17,391.26		
	Extd Total: STREET/TRAFFIC			17,391.26		
	Department Total: LIGHTING			32,352.49		
Department: TELEPHONE						
Extd: TELEPHONE						
1-01-31-440-000-299	TELEPHONE Misc.					
VERIZ005	VERIZON - RPC	21-00497	#20INJ72070221 1/1 - 12/31	100.00	0.00	
ATLLC	AT&T MOBILITY LLC	21-00529	#287284651437 1/12-2/11	2,234.28	0.00	
ATLLC	AT&T MOBILITY LLC	21-00583	#287284936037 1/12 - 2/11	587.17	0.00	
				2,921.45		
	Extd Total: TELEPHONE			2,921.45		
	Department Total: TELEPHONE			2,921.45		

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

March 4, 2021
09:45 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

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Department: GASOLINE						
Extd: GASOLINE						
1-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-00310	Unleaded RFG Fuel, Delivered	6,692.00	0.00	B
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-00311	Sulfur Diesel Fuel, Delivered	<u>2,311.08</u>	0.00	B
				9,003.08		
	Extd Total: GASOLINE			9,003.08		
	Department Total: GASOLINE			9,003.08		
	CAFR Total:			44,277.02		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
1-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	21-00418	INV #19513 SERVICES RENDERED	110.00	0.00	
1-01-43-490-000-247	MUNIC COURT Leases					
GREFIN	GREATAMERICA FINANCIAL SVCS.	21-00522	28411093 JAN & 28796739 FEB	290.00	0.00	
	Extd Total: MUNICIPAL COURT			400.00		
	Department Total: MUNIC COURT			400.00		
	CAFR Total:			400.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
1-01-55-001-000-010	REFUND OF PERMIT,LICENSE FEES					
TOPTAX	TOPS TAXI, INC.	21-00096	Return of Security Deposit	2,100.00	0.00	
NJAME005	NJ AMERICAN WATER	21-00585	Ref.St.Opening Permit#21-0688	<u>16,845.00</u>	0.00	
				18,945.00		
1-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK	US BANK OPERATIONS CTR.	21-00606	01-02'21 RAB PILOT DUE TRUSTEE	294,916.89	0.00	
	Extd Total: TAXES PAYABLE:			313,861.89		
	Department Total: TAXES PAYABLE:			313,861.89		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			313,861.89		
	Fund Total: CURRENT			939,300.29		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
1-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
OPTIMUM	OPTIMUM	21-00577	#07866-197754-01-4 2/15 - 3/14	157.49	0.00	

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

March 4, 2021
09:45 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

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1-05-55-502-000-211 JCPL JCPL	BEACH UTILITY O/E: Light & Power	21-00543	#100 013 520 380 1/19-2/16	207.75	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			365.24		
	Department Total: UTILITY OE			365.24		
	CAFR Total:			365.24		
	Fund Total: BEACH			365.24		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANSPORT.UTILITY O/E: OTHER EXPENSES:						
1-06-55-502-000-201	TRANSPORT.UTILITY O/E: General Plant					
MERHEA MERIDIAN OCCUPATIONAL HEALTH	21-00465 INVOICE #459073 FEBRUARY 2021			140.00	0.00	
MONGLA MONMOUTH GLASS CO. INC.	21-00523 #00017544- window Tints			750.00	0.00	
				890.00		
1-06-55-502-000-202	TRANSPORT.UTILITY: Office Supplies					
WBMASON W.B.MASON CO., INC.	21-00486 Bulletin and Dry Erase Boards			131.35	0.00	
WBMASON W.B.MASON CO., INC.	21-00490 WBMason Shredder/Office Chair			576.41	0.00	
				707.76		
1-06-55-502-000-204	TRANSP. UTILITY Copy/Reproduction					
MUNCAP MUNICIPAL CAPITAL CORPORATION	21-00097 NEW PARKING OFFICE PHOTOCOPIER			161.68	0.00	
1-06-55-502-000-207	TRANSP. UTILITY OE Internet					
OPTIMUM OPTIMUM	21-00567 #07866-196915-01-3 2/15 - 3/14			140.39	0.00	
1-06-55-502-000-208	TRANSP. UTILITY OE Parking Permits					
IPSGRO IPS GROUP, INC.	21-00438 #INV57291 Online Permit Jan/21			1,404.27	0.00	
IPSGRO IPS GROUP, INC.	21-00506 #INV57100 JANUARY 2021			6,966.00	0.00	
				8,370.27		
1-06-55-502-000-209	TRANSP. UTILITY OE Auto					
EASAUT EASTERN AUTOPARTS WAREHOUSE	21-00584 40IV093501 E-auto Washer Fluid			70.80	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE	21-00597 #40IV095076 & 40IV095071			64.08	0.00	
				134.88		
1-06-55-502-000-212	TRANSPORT.UTILITY O/E: Parking Mtr. Supp					
IPSGRO IPS GROUP, INC.	21-00521 #56528-1/21 Printer Repairs			5,235.68	0.00	
	Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			15,640.66		
	Department Total: UTILITY OE			15,640.66		
	CAFR Total:			15,640.66		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			15,640.66		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
1-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
WINCOR WINZER CORPORATION	21-00326 Bolts, Plumbing Supplies, etc			983.74	0.00	
STESUP STEVENSON SUPPLY CO.,INC.	21-00345 Various PVC Pipes & Fittings			2,967.00	0.00	

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

March 4, 2021
09:45 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.C.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-07-55-502-000-201	SEWER UTILITY O/E: General Plant	Continued				
GRAING GRAINGER, INC.		21-00519	Circuit Breaker, 50A, Bolt On	410.68	0.00	
RUDCOR RUDY CORONA		21-00554	Sea Isle Ice Reimbursement	92.92	0.00	
				4,454.34		
1-07-55-502-000-202	SEWER UTILITY OE Hardware/Tools					
WINCOR WINZER CORPORATION		21-00313	Drill Bits, Saw Blades, etc	883.11	0.00	
SHOIND SHORE INDUSTRIAL SUPPLY CORP.		21-00346	1-1/2" Chrome 22 (P-Trap w/o)	48.18	0.00	
				931.29		
1-07-55-502-000-204	SEWER UTILITY OE Office Supplies					
WBMASON W.B.MASON CO., INC.		21-00257	Various Office Supplies	263.67	0.00	
1-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
SECWOR SECURITY WORLD INC.		21-00574	#58457 Radio Monitoring	360.00	0.00	
OPTIMUM OPTIMUM		21-00575	#07866-152521-04-4 2/15 - 3/14	99.89	0.00	
				459.89		
1-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL PASSAIC VALLEY SEWERAGE COM.		21-00429	INVOICE #518687 JANUARY 2021	9,133.25	0.00	
1-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
ENVIR005 ENVIRONMENTAL RESOURCES		21-00569	Acute Toxicity Test 1/30/21	1,525.00	0.00	
1-07-55-502-000-233	SEWER UTILITY O/E: Postage					
POST POSTMASTER		21-00527	1Presort sewer mail permit 407	4,000.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			20,767.44		
	Department Total: UTILITY OE			20,767.44		
	CAFR Total:			20,767.44		
	Fund Total: SEWER UTILITY: BUDGET:			20,767.44		
	Year Total:			976,073.63		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-004	Code Enforcement Vehicle					
PMCASSOC PMC ASSOCIATES		21-00139	Q#458986 - DPW RADIOS	4,117.55	0.00	
C-04-55-998-177-011	Administration IT					
JOYSYS JOY SYSTEMS INC.		21-00515	Q#021621DG3 Comms Laptop	496.00	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			4,613.55		
	Department Total:			4,613.55		
	CAFR Total:			4,613.55		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			4,613.55		

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
TMASSO	T & M ASSOCIATES	20-01233	WWTP RBC REPLACEMENT	3,039.80	0.00	B
	Extd Total: Sewer Plant Improvements - Ord. #3038			3,039.80		
	Department Total:			3,039.80		
	CAFR Total:			3,039.80		
	Fund Total: SEWER CAPITAL FUND BUDGET:			3,039.80		
Fund:	PARKING CAPITAL					
Department:	Ord. 2019-7 Transport.Utility Improve.					
Extd:	Ord. 2019-7 Transport.Utility Improve.					
C-09-17-903-000-901	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	19-03697	Reso 2019-328 Asbury/Ridge	231.00	0.00	B
	Extd Total: Ord. 2019-7 Transport.Utility Improve.			231.00		
	Department Total: Ord. 2019-7 Transport.Utility Improve.			231.00		
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-03383	Reso 2020-303 Memorial Dr.	26,282.05	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			26,282.05		
	Department Total: Ord. 2020-8 Memorial Drive Paving			26,282.05		
Department:	Ord. 2020-24 Bond Street Improvements					
Extd:	Ord. 2020-24 Bond Street Improvements					
C-09-17-907-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-03381	Reso 2020-302 Bond St. Improv	25,751.75	0.00	B
	Extd Total: Ord. 2020-24 Bond Street Improvements			25,751.75		
	Department Total: Ord. 2020-24 Bond Street Improvements			25,751.75		
	CAFR Total:			52,264.80		
	Fund Total: PARKING CAPITAL			52,264.80		
Fund:	BEACH CAPITAL FUND BUDGET:					
Extd:	Ord. 2019-42 Beach Utility Improv.					
C-10-55-101-102-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-01452	Lifeguard ems restroom facilit	516.75	0.00	B
	Extd Total: Ord. 2019-42 Beach Utility Improv.			516.75		
	Department Total:			516.75		
	CAFR Total:			516.75		
	Fund Total: BEACH CAPITAL FUND BUDGET:			516.75		
	Year Total:			60,434.90		

March 4, 2021
09:45 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: GRANT FUND BUDGET:						
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED	BROWNFIELD REDEVELOPMENT	21-00514	Drawdown 44 Hazard. Assess.	945.63	0.00	
	Extd Total:			945.63		
	Department Total:			945.63		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED	BROWNFIELD REDEVELOPMENT	21-00514	Drawdown 44 Hazard. Assess.	3,445.62	0.00	
	Extd Total:			3,445.62		
	Department Total:			3,445.62		
Department: CAP. IMP. FUND						
G-02-43-901-018-200	Clean Communities Grant 2018					
ASSOCNJ	ASSOCIATION OF NJ RECYCLERS	21-00573	Registration for Yvonne Adams	60.00	0.00	
	Extd Total:			60.00		
	Department Total: CAP. IMP. FUND			60.00		
Department: INT ON BONDS						
G-02-43-930-020-200	Madison Marquette Contr. Police					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	21-00397	51st SLEO 11 Recruits	3,750.00	0.00	
	Extd Total:			3,750.00		
	Department Total: INT ON BONDS			3,750.00		
	CAFR Total:			8,201.25		
	Fund Total: GRANT FUND BUDGET:			8,201.25		
	Year Total:			8,201.25		
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	21-00498	Dog License Report Jan. 2021	260.40	0.00	
	Extd Total:			260.40		
	Department Total:			260.40		
	CAFR Total:			260.40		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			260.40		
Fund: TRUST OTHER						
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA	DEPT.OF CHILDREN & FAMILIES	21-00496	4th Quarter Marriage Report	400.00	0.00	
	Extd Total:			400.00		
	Department Total:			400.00		
	CAFR Total:			400.00		
	Fund Total: TRUST OTHER			400.00		

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

March 4, 2021
09:45 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.1.a

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-21-00-473-000-299	1156 SPRINGWOOD-INSPECTIONS(INTERFAITH)					
INSENG	INSITE ENGINEERING, LLC	21-00328	Insite January 2021 invoices	1,210.00	0.00	
	Extd Total:			1,210.00		
	Department Total:			1,210.00		
T-21-00-484-000-299	AP TRIANGLE(ASBURY PARTNERS,LLC/iStar)					
INSENG	INSITE ENGINEERING, LLC	21-00328	Insite January 2021 invoices	590.96	0.00	
	Extd Total:			590.96		
	Department Total:			590.96		
Department: PUBLIC DEFEND.						
T-21-00-495-000-299	900-901 MATTISON AVE(ASBURY MEM.PARKWAY)					
INSENG	INSITE ENGINEERING, LLC	21-00328	Insite January 2021 invoices	300.00	0.00	
TMASSO	T & M ASSOCIATES	21-00524	Inv LAF395415 Memorial Drive	2,473.25	0.00	
				<u>2,773.25</u>		
	Extd Total:			2,773.25		
	Department Total: PUBLIC DEFEND.			2,773.25		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,574.21		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,574.21		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-837	BONDABLE/INFRASTRUCTURE(iSTAR/ASB.PART.)					
MARFAL	MARAZITI FALCON, LLP	21-00508	Professional Services Rendered	10,663.25	0.00	
T-48-56-850-000-842	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)					
MARFAL	MARAZITI FALCON, LLP	21-00508	Professional Services Rendered	21,099.00	0.00	
	Extd Total:			31,762.25		
	Department Total:			31,762.25		
	CAFR Total:			31,762.25		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			31,762.25		
	Year Total:			36,996.86		
Total Charged Lines: 297 Total List Amount: 1,192,363.82 Total Void Amount: 0.00						

Attachment: Bill List 3-10-21 (2021-133 : Payment of Bills)

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	18,002.01	0.00	0.00	18,002.01
TRANSPORTATION UTILITY: BUDGET:	0-06	92,593.67	0.00	0.00	92,593.67
SEWER UTILITY: BUDGET:	0-07	61.50	0.00	0.00	61.50
Year Total:		110,657.18	0.00	0.00	110,657.18
CURRENT	1-01	939,300.29	0.00	0.00	939,300.29
BEACH	1-05	365.24	0.00	0.00	365.24
TRANSPORTATION UTILITY: BUDGET:	1-06	15,640.66	0.00	0.00	15,640.66
SEWER UTILITY: BUDGET:	1-07	20,767.44	0.00	0.00	20,767.44
Year Total:		976,073.63	0.00	0.00	976,073.63
GENERAL CAPITAL FUND BUDGET:	C-04	4,613.55	0.00	0.00	4,613.55
SEWER CAPITAL FUND BUDGET:	C-08	3,039.80	0.00	0.00	3,039.80
PARKING CAPITAL	C-09	52,264.80	0.00	0.00	52,264.80
BEACH CAPITAL FUND BUDGET:	C-10	516.75	0.00	0.00	516.75
Year Total:		60,434.90	0.00	0.00	60,434.90
GRANT FUND BUDGET:	G-02	8,201.25	0.00	0.00	8,201.25
ANIMAL CONTROL FUND BUDGET:	T-12	260.40	0.00	0.00	260.40
TRUST OTHER	T-20	400.00	0.00	0.00	400.00
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	4,574.21	0.00	0.00	4,574.21
CITY OF ASBURY PARK REDEVELOPMENT ESC T-48		31,762.25	0.00	0.00	31,762.25
Year Total:		36,996.86	0.00	0.00	36,996.86
Total of All Funds:		1,192,363.82	0.00	0.00	1,192,363.82

March 10, 2021 Council Meeting

Balance Brought Forward from Total List Amount	1,192,363.82
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PMA Management Corporation	\$ 125,788.72
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CMRS-FP (Postage)	\$ 2,500.00
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\$ 1,320,652.54



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-134

Increase to 2021 Temporary Budget prior to adoption.

	<u>From</u>	<u>To</u>
Current Fund:		
Buildings and Grounds OE	\$29,400	\$39,400
Employee Group Insurance	1,496,250	2,296,250



RESOLUTION NO. 2021-134

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2021 BUDGET

WHEREAS, N.J.S.A 40A:4-20 provides that the Governing Body by a 2/3 vote of the full membership thereof may make emergency temporary appropriations for any purpose for which appropriation may lawfully be made for the period between the beginning of the current fiscal year and the final adoption of the budget for the said year; and

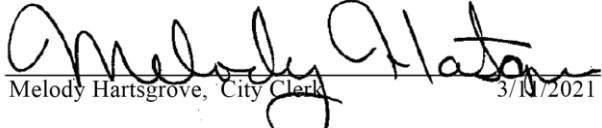
WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2021 budget.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2021 be adopted and a certified copy of this resolution be provided to the Borough's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

	<u>From</u>	<u>To</u>
Current Fund:		
Buildings and Grounds OE	\$29,400	\$39,400
Employee Group Insurance	1,496,250	2,296,250

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-134 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 3/11/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-135

Resolution authorizing the purchase of dual trash and recycling cans from a Co-op contract with Wastequip LLC utilizing the Clean Communities and Recycling Grant.



RESOLUTION NO. 2021-135

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

RESOLUTION AUTHORIZING THE PURCHASE OF DUAL TRASH AND RECYCLING CANS

WHEREAS, the City has a need to purchase dual Trash and Recycling Cans; and

WHEREAS, the City has obtained the attached quote from Wastequip LLC totaling \$61,528.08 off of the Sourcewell Co-op Contract #041217-WQI in which the City is a member with a membership number of 18864; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to Wastequip LLC in an amount of \$61,528.08; and

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

- G-02-43-867-013-200 - \$14,878.88
- G-02-43-871-016-208 - \$15,885.16
- G-02-43-901-018-200 - \$22,395.20
- G-02-43-922-019-200 - \$ 8,368.84

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of trash and recycling cans in the amount of \$61,528.08 and a copy of this Resolution shall be provided to the City Manager, CFO, Superintendent of Public Works and Director of Purchasing.

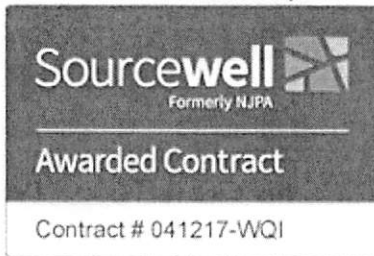
I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-135 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 10th DAY OF March, 2021.



Melody Hartsgrove, City Clerk 3/11/2021

MELODY HARTSGROVE
CITY CLERK



841 Meacham Rd, Statesville, NC, 28677
 PHONE: 800-424-0422 FAX: 833-930-1124
 WQ-10183961

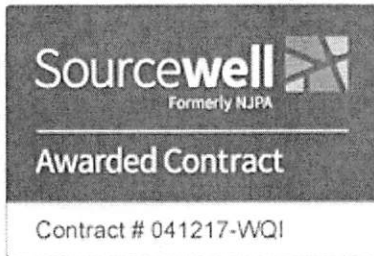
Sell To:

Contact Name	Garrett Giberson	Ship To Name	City of Asbury Park
Bill To Name	City of Asbury Park	Ship To	9 Main Street
Bill To	1 Municipal Plz Ste 1 Asbury Park, NJ 07712-7066 USA		Asbury Park, NJ 07712 USA
Email	garrett.gibersonsr@cityofasburypark.com		
Phone	(732) 775-2100		
Mobile	(732) 709-6927		

Quote Information

Salesperson	Shane Gore	Created Date	3/2/2021
Salesperson Email	sgore@wastequip.com	Expiration Date	3/16/2021
		Quote Number	WQ-10183961
			Please Reference Quote Number on all Purchase Orders

Product	Product Description	Description	Selected Option	Quantity	Sales Price	Total Price
Dome-Top Litter Container - 60 gallon w Gravity Latch	Model 860A --Dome-Top Litter Container - 60 gallon w Gravity Latch --Dimensions: 28.25 l x 28.25 w x 48.75 h --Load Rating: 60G --CU FT: 22.51 --Ship Wt: 45 lbs	Half Trash Color / Half Recycle Color	---Body Color - Any Standard Granite Color ---Lid Color - Any Standard Color ---Fully Assembled Ready-to-Roll (Lids Up)	130.00	\$283.92	\$36,909.60
Dome-Top Litter Container - 60 gallon w bag holder straps	Model 860B --Dome-Top Litter Container - 60 gallon w bag holder straps --Dimensions: 28.25 l x 28.25 w x 48.75 h --Load Rating: 60G --CU FT: 22.51 --Ship Wt: 45 lbs	Half Trash Color / Half Recycle Color	---Body Color - Any Standard Granite Color ---Lid Color - Any Standard Color ---Fully Assembled Ready-to-Roll (Lids Up)	40.00	\$283.92	\$11,356.80
Plastics - OF30	Model OF30 - Can/Bottle Recycling Door Inserts (sold in packs of four)			85.00	\$51.02	\$4,336.70
Rigid Liner - 60 gallon	---Rigid Liner - 60 gallon			40.00	\$80.82	\$3,232.80
Graphic Application Charge 1	----- Graphic Application Charge - per application 1	Asbury Park Logo - Front		170.00	\$3.50	\$595.00
Graphic Application Charge 2	----- Graphic Application Charge - per application 2	LOYF Logo - Back		170.00	\$3.50	\$595.00
		Recycle - Cans &				



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 833-930-1124

WQ-10183961

Plastics - Graphic App Charge 3	--- Graphic Application Charge - per application 3	Bottles Only (2 sides)	170.00	\$3.50	\$595.00
Plastics - Graphic App Charge 4	--- Graphic Application Charge - per application 4	Trash Only (2 sides)	170.00	\$3.50	\$595.00
Plastics - Graphic	--- One time Set up Charge for New Graphic		4.00	\$350.00	\$1,400.00

Payment Terms Net 30 Days if credit has been established

Shipping Terms FOB Origin

Subtotal \$59,615.90

Shipping \$1,912.18

Tax \$0.00

Grand Total \$61,528.08

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#041217, eff. 7/7/17), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Attachment: WASTEQUIP TRASH & RECYCLING CAN QUOTE (2021-135 : Authorizing the Purchase of Trash and Recycling Cans)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-136

Resolution authorizing the purchase of 4G modems for the parking pay stations utilizing Capital funds.

The pay stations currently have 3G modems that are going to be obsolete later this year.



RESOLUTION NO. 2021-136

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

RESOLUTION AUTHORIZING THE PURCHASE OF 4G MODEMS FOR THE PARKING PAY STATIONS

WHEREAS, the City of Asbury Park ("City") has a need to purchase 4G Modems for the parking pay stations throughout the City; and

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

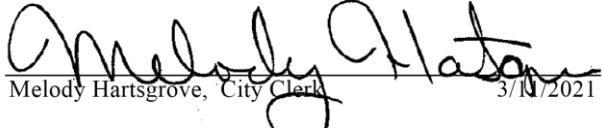
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-09-17-901-000-902 in the amount of \$37,315.63. The maximum dollar value of the pending contract is as set forth in the resolution.

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

1. The purchase of 4G modems as per the attached quotes.
2. A copy of this resolution shall be provided to the Director of Transportation , CFO, Director of Purchasing and City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-136 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 10th DAY OF March, 2021.


Melody Hartsgrove, City Clerk 3/11/2021

MELODY HARTSGROVE
CITY CLERK



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #	Customer
03/02/2021	IPS-2021-012984039	IPS Group (501)

Name / Address
City of Asbury Park Planning Attn: Michael Manzella One Municipal Plaza Asbury Park, NJ 07712

Ship To
City of Asbury Park Planning Attn: Michael Manzella One Municipal Plaza Asbury Park, NJ 07712

		Rep	P.O. No.	Terms	FOB
		MB		Net 30	San Diego
Item	Description	Qty	Price	Total	
767-0104	BUS 4G Verizon Modem Upgrade Assembly	129	\$250.00	\$32,250.00	
Installation	On-site Services (1 Technician(s) - 5 Days)	1	\$4,750.00	\$4,750.00	
Notes-Freight	+ FREIGHT CHARGES (FEDEX_GROUND)	1	\$315.63	\$315.63	

Remarks:	NCPA Pricing
----------	--------------

Subtotal \$37,315.63

Tax Exempted (0.00%) \$0.00

Grand Total \$37,315.63

TERMS AND CONDITIONS:

1. Quote is stated in USD. Shipping and sales tax charges may apply.
2. Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the 'P.O. No.' box near the top of the quote.
3. A signed copy of this quote must be returned to your sales representative for further processing. Notification will be sent once the order is submitted for processing.
4. This quote expires 90 days after the date it was issued.
5. Additional installation services required will be charged \$950/day per technician.
6. Training and Commissioning will be \$1000 minimum on a new installation if applicable.
7. If you have any questions, or require further assistance please contact customer support by submitting your questions to the email address below.

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	customersupport@ipsgroupinc.com

Signature _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-137

Resolution authorizing the purchase of nine high-density polyethylene lockers for the Sewer Plant bathroom from Grainger off of the NJ State Contract.. These lockers will replace old rusted steel lockers.



RESOLUTION NO. 2021-137

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

RESOLUTION AUTHORIZING THE PURCHASE OF LOCKERS FOR THE SEWER PLANT BATHROOMS

WHEREAS, the City has a need to purchase lockers for the bathrooms at the Sewer Plant; and

WHEREAS, the City has obtained the attached quote from Grainger, Inc. totaling \$6,492.78 off of the NJ State Contract #19-FLEET-00566; and

WHEREAS, the City of Asbury Park is desirous of awarding this purchase to Grainger, Inc. in the amount of \$6,492.78; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 0-07-55-502-000-201. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of lockers in the amount of \$6,492.78 and a copy of this Resolution shall be provided to the Superintendent of DPW, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-137 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 10th DAY OF March, 2021.


Melody Hartsgrove, City Clerk 3/11/2021

MELODY HARTSGROVE
CITY CLERK



Quotation

827 Fisher Drive
Waterloo, IA 50701
www.grainger.com
(800)472-4643

Customer Information

ASBURY PARK CITY OF
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712-7026

Billing Information

ASBURY PARK CITY OF
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712-7026

Shipping Information

ASBURY PARK DPW
9 MAIN ST
ASBURY PARK NJ 07712-7012

Information

Grainger Quote Number	2046928699
Validity Start Date	02/23/2021
Validity End Date	03/23/2021
Creation Date	02/23/2021
Grainger EIN Number	36-1150280
PO #	
PO Create Date	
PO Release #	
Customer Number	820430486
Department Number	
Project/Job Number	19-FLEET-00566
Requisitioner Name	
Attention	
Caller	TRACY LIZARDI
Telephone Number	7325025710
Page	1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms® 2020:	FOB ORIGIN
Freight Terms:	Prepaid
Carrier:	* See line item detail
Payment Terms:	Net 30 days after invoice date

Special Instructions: **must deliver by 3pm** -[03/10/2016]

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
10	2YV79	Wardrobe Locker,Lvrd,1 Wide, 1 Tier,Gray Mfg Brand Name: BRADLEY Manufacturer Part No: LK1518721HV-200 Carrier:		9.00	EA	721.42	6,492.78
Sub Total							6,492.78



Quotation

827 Fisher Drive
 Waterloo, IA 50701
www.grainger.com
 (800)472-4643

Information

Grainger Quote Number	2046928699
Creation Date	02/23/2021
Customer Number	820430486
Page	2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
Total USD							\$ 6,492.78
Please reference our Grainger Quote Number, your Grainger Customer Number, and method of payment when remitting payment. These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls. This transaction is subject to W.W. Grainger, Inc. sales terms and conditions. For a copy, please visit the website at http://www.grainger.com or refer to the current catalog. Thank you for the opportunity to provide this quotation. Please note that all the prices are based on products and quantities quoted. Any changes to the products and/or quantities may result in different pricing. The non-catalog freight policy applies unless freight amount is listed above. Please contact the Grainger office shown above if you have further questions or need to submit a new request.							

Attachment: GRAINGER QUOTES FOR SEWER PLANT LOCKERS (2021-137 : Authorizing the purchase of lockers for the Sewer Plant)

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE: 1-5-21

DESCRIPTION of Purchase:

HDPE lockers for Sewer Plant bathrooms.
Composite construction to hold up to harsh environment

REASON for Purchase

Replace old rusted steel lockers

AMOUNT: \$6492.78

VENDOR'S NAME AND ADDRESS: Granger

REMARKS:

REQUESTED BY: Dan / Rudy

DPW DIRECTOR'S APPROVAL _____



Print

Email

Checkout Feedback

Cart

Review

Complete

Delivery Method

- ☒ Shipping
- ☐ Pickup

Check Availability

07712

Go

Proceed to Checkout

Order Summary

You are eligible for
FREE Standard
Ground shipping!

Subtotal \$6,492.78

Estimated Standard
Shipping

FREE

My Products

[Show Reference Information](#) | [Clear Cart](#)

BRADLEY
Gray Wardrobe
Locker, (1) Tier,
(1) Wide
Openings: 1, 15 in
W X 18 in D X 72
in H

Item # 2YV79
Price
\$721.42 / each

This item requires
special shipping,
additional charges may
apply.

Availability

Ships from
supplier. Expected to
arrive on or before
Fri. Jan 22.

Qty

9

[Update](#)
[Remove](#)

TOTAL
\$6,492.78

Estimated Total

\$6,492.78

Availability, shipping,
tax & promotions are
not final until you
complete your order.

Add Promotional
Code

Setup Auto Reorder

Products You Have Recently Viewed

Chat with an Agent



BRADLEY
Gray Wardrobe
Locker, (1) Tier,
(1) Wide
Openings: 1, 15
in W X 18 in ...

Item # **2YV79**

Your Price ⓘ
\$721.42 / each

Qty
 1

Add to Cart



BRADLEY
Gray Wardrobe
Locker, (1) Tier,
(1) Wide
Openings: 1, 12
in W X 12 in ...

Item # **2YV66**

Your Price ⓘ
\$511.52 / each

Qty
 1

Add to Cart



HALLOWELL
White
Antimicrobial
Wardrobe
Locker, (1) Wide,
(2) Tier ...

Item # **38Y839**

Your Price ⓘ
\$1,117.74 /
each

Qty
 1

Add to Cart



GRAINGER APPR
Steel Faucet
Hole Cover For
Use With Faucet

Item # **447P37**

Your Price ⓘ
\$0.74 / each

Qty
 1

Add to Cart



ZURN
Chrome,
Gooseneck,
Bathroom Sink
Faucet, Motion
Sensor Faucet ...

Item # **46CD93**

Your Price ⓘ
\$403.52 / each

Qty
 1

Add to Cart



Chat with an Agent



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-138

Resolution authorizing the purchase of various concrete planters from Grainger off of the NJ State Contract utilizing Transportation funds.



RESOLUTION NO. 2021-138

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

RESOLUTION AUTHORIZING THE PURCHASE OF VARIOUS CONCRETE PLANTERS

WHEREAS, the City of Asbury Park ("City") has a need to purchase various concrete planters to be paced Citywide; and

WHEREAS, the City has obtained the attached quote from Grainger, Inc. totaling \$14,329.80 off of the NJ State Contract #19-FLEET-00566; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase of concrete planters to the vendor listed above in an amount of \$14,329.80; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-06-55-502-000-201. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of concrete planters in the amount of \$14,329.80 and a copy of this Resolution shall be provided to the Director of Transportation, City Manager, CFO and Director of Purchasing..

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-138 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 10th DAY OF March, 2021.


Melody Hartsgrove, City Clerk 3/11/2021

MELODY HARTSGROVE
CITY CLERK



Quotation

3.C.6.a

401 S. Wright Rd
Janesville, WI 53546
www.grainger.com
(800)472-4643

Customer Information

ASBURY PARK CITY OF
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712-7026

Billing Information

ASBURY PARK CITY OF
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712-7026

Shipping Information

ASBURY PARK CITY OF
9 MAIN ST
ASBURY PARK NJ 07712-7012

Information

Grainger Quote Number 2046839824
Validity Start Date 02/18/2021
Validity End Date 03/18/2021
Creation Date 02/18/2021
Grainger EIN Number 36-1150280
PO #
PO Create Date
PO Release #
Customer Number 820430486
Department Number
Project/Job Number 19-FLEET-00566
Requisitioner Name
Attention
Caller MIKE MANZELLA
Telephone Number 7325025727
Page 1 / 2

Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms@2020: FOB ORIGIN
Freight Terms: Prepaid
Carrier: * See line item detail
Payment Terms: Net 30 days after invoice date

Special Instructions: ** must deliver by 3pm** -[03/10/2016]

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
10	39UN45	Planter,Square,36in.Lx36in.Wx36in.H Mfg Brand Name: WAUSAU TILE Manufacturer Part No: TF4196W22 Carrier:		20.00	EA	716.49	14,329.80
Sub Total							14,329.80
Total USD							\$ 14,329.80

Packet Pg. 54

Attachment: GRAINGER CONCRETE PLANTERS QUOTE v2 (2021-138 : Authorizing the Purchase of Various Concrete Planters)



Quotation

3.C.6.a

401 S. Wright Rd
Janesville, WI 53546
www.grainger.com
(800)472-4643

Information	
Grainger Quote Number	2046839824
Creation Date	02/18/2021
Customer Number	820430486
Page	2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
Please reference our Grainger Quote Number, your Grainger Customer Number, and method of payment when remitting payment. These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls. This transaction is subject to W.W. Grainger, Inc. sales terms and conditions. For a copy, please visit the website at http://www.grainger.com or refer to the current catalog. Thank you for the opportunity to provide this quotation. Please note that all the prices are based on products and quantities quoted. Any changes to the products and/or quantities may result in different pricing. The non-catalog freight policy applies unless freight amount is listed above. Please contact the Grainger office shown above if you have further questions or need to submit a new request.							

Attachment: GRAINGER CONCRETE PLANTERS QUOTE v2 (2021-138 : Authorizing the Purchase of Various Concrete Planters)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-139

Resolution authorizing the purchase of lumber & hardware for the fabrication of lifeguard lockers for the 2021 season.



RESOLUTION NO. 2021-139

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

RESOLUTION AUTHORIZING PURCHASE OF LUMBER AND HARDWARE FOR LIFEGUARD LOCKERS

WHEREAS, the City of Asbury Park ("City") has a need to purchase lumber and hardware for the fabrication of lifeguard lockers for the 2021 season; and

WHEREAS, the City has solicited and obtained two quotes from Dreyer's Lumber and Hardware Inc. and Jaeger Lumber Supply Co.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of lumber and hardware to Dreyer's Lumber and Hardware Inc. in the amount of \$7,197.12; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-05-55-502-000-215. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of lumber and hardware for the fabrication of lifeguard lockers for the 2021 season in the amount of \$7,197.12 and a copy of this Resolution shall be provided to the Beach Manager, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-139 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 10th DAY OF March, 2021.


Melody Hartsgrove, City Clerk 3/11/2021

MELODY HARTSGROVE
CITY CLERK



DREYER'S LUMBER ST 2
348 ELBERON BLVD
OAKHURST NJ 07755

PHONE: (732) 531-0220
 OUR NEW WEEKDAY HOURS ARE:
 7:30 AM - 4:30 PM

STORE HOURS:

Mon-Fri: 7:30-4:30pm

Sat: 8:00-12:00pm

Sun: Closed

PULLED BY: _____

CHECKED BY: _____

DELIVERED BY: _____

CUST NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:
200651	000		LIFE GUARD BOX	DUE 10TH	MD	2/10/21 1:20

TERMINAL: 582

SOLD TO:

CITY OF ASBURY PARK
 1 MUNICIPAL PLAZA

ASBURY PARK NJ 07712

SHIP TO:

EXP. DATE: 3/10/21

SALESPERSON: 23 MD

TAX: 300 NO TAX

ESTIMATE: 120015

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/	PER	EXTENSION
1		40	EA	4	3/4" MARINE PLYWOOD		40	81.00	/EA	3,240.00 N
2		8	EA	34CCA	3/4"X8.40 CCA TRTD CDX PLYWOOD	69.99	8	59.23	/EA	473.84 N
3		60	EA	2412T	2X4X12' #1 PRIME .15 CA TREATED	22.99	60	19.23	/EA	1,153.80 N
4		36	EA	148T	1X4X8' .14 CCA "D" TRTD	6.89	36	6.68	/EA	240.48 N
5		16	EA	448T	4X4X8' #1 .14 CA TREATED	24.99	16	19.77	/EA	316.32 N
6		24	EA	54612T	5/4X6X12' C-GRADE .15CA TRTD	29.99	24	24.82	/EA	595.68 N
7		7	EA	12AZ	1/2" 4'X8' AZEK	129.99	7	114.74	/EA	803.18 N
8		1	EA	MC6DR316	1.8M 2"MINI COIL R.S. S.S. 316	109.99	1	104.49	/EA	104.49 N
9					BOSTITCH# C6R90BDSS-316					
10					SIMPSON# T13A200SNJ					
11		12	PK	314765	28OZ PRM Adhesive *	9.99	12	9.29	/PK	111.48 N
12		7	EA	4	N342-550 SS HASP 2PAK		7	22.55	/EA	157.85 N

REPRINT

(INVOICES)

TAXABLE	0.00
NON-TAXABLE	7197.12
SUBTOTAL	7197.12

TAX AMOUNT	0.00
------------	------

TOTAL	7197.12
--------------	----------------

TOT WT: 356.82

X

Received By

*** No returns accepted on non-stock special order material ***

* Deliveries ordered over curb at customer risk only

* All claims and returned goods must be accompanied by this bill

* Invoices past due subject to 1.5% service charge per month

* On all material returned, a charge of 20% for handling will be billed



Belmar
800 12th Ave.
Belmar, New Jersey 07719
732-681-1900
www.jaegerlumber.com

Quotation

Quote No **258811**
Quote Date **01/04/202**

Expiry Date: **01/11/202**

Invoice Address
ASBURY PARK
1 MUNICIPAL PLAZA
ASBURY PARK, NJ, 07712

Delivery Address
1 MUNICIPAL PLAZA
ASBURY PARK, NJ, 07712

Customer 867
Your Ref lifeguard br
Delivery On 01/04/202
Taken By Adam Killee
Sales Rep Hous



Page 1 of 1

Special Instructions			Notes			
BLANKET PO #20-00280 F/VARIOUS SUPPLIES,TOOLS,ETC \$1000.00 1/2020						
Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	4834ABM	4X8 3/4 AB MARINE FIR PLYWOOD	40 ea	92.05	ea	3,682.00
2	34ULTW	3/4 4X8 UL SYP treated .06 MCA	8 ea	59.18	ea	473.44
3	1412DTW	1X4X12 D&BTR SYP treated .06 MCA 24/12	24 ea	7.97	ea	191.28
4	4812AZ	4' X 8' X 1/2" AZEK SHEET	7 ea	101.36	ea	709.52
5	54612TW	5/4X6X12 SELECT SYP treated .15 MCA 24/12	24 ea	21.55	ea	517.20
6	PLP29	Loctite PL Premium Polyurethane Adhesive 28 Oz	12 ea	9.89	ea	118.68
7	n342-550	NH Brushed Stainless Steel 7-1/2 in. L Safety Hasp 1	14 ea	20.69	ea	289.66
8	2412TW	2X4X12 #1 SYP treated .15 MCA 60/12	60 ea	15.31	ea	918.60
9	4408TW	4X4X8 #1 SYP GROUND CONTACT .15 MCA 16/8	16 ea	18.99	ea	303.84
10	5000116	Bostitch 15 deg. 11 Ga. Ring Shank Angled Coil Nails 2 in. L x 0.092 in. Dia. 3,600 pk	1 CTN	142.27	CTN	142.27

Total Amount	\$7,346.49
Sales Tax 6.63 %	\$0.00
Quotation Total	\$7,346.49

2322 MORRIS AVE
UNION, NJ 07083
(908) 686-0070

1238 VALLEY RD
STIRLING, NJ 07980
(908) 647-1239

133 MAIN ST
MADISON, NJ 07940
(973) 377-1000

411 ARNOLD AVE
PT PLEASANT BCH, NJ 08742
(732) 899-9663

800 12TH AVE
BELMAR, NJ 07719
(732) 681-1900

40 Depot St.
Veron, NJ 07044
973-239-1500

500 BOUND BROOK RD
MIDDLESEX, NJ 08846
(732) 968-3555

1835 SWARTHMORE AV
LAKEWOOD, NJ 08701
(732) 719-0365

WWW.JAEGERLUMBER.COM
NO RETURNS WITHOUT PRIOR AUTHORIZATION

CORPORATE OFFICE: (800) 896-9073
ALL RETURNS SUBJECT TO 15% HANDLING CHARGE

Subject to our terms and conditions of sale. Further copies available on request.

Tracy Lizardi

From: Daniel Paczkowski
Sent: Tuesday, February 23, 2021 2:57 PM
To: Tracy Lizardi
Cc: Robert Bianchini
Subject: Lifeguard Storage Materials
Attachments: Quote 258810 (2).pdf; IN041ACM.PDF

Tracy,

Robert said you needed some clarification on the quotes for the lifeguard locker materials. Both quotes are for the same type and amount. If you need any more of an explanation I can stop over tomorrow and go over line by line the quotes.

- 40 ea 3/4" Sheets Marine Plywood
- 8 ea 3/4" Treated Plywood
- 60 ea 12' Treated 2x4
- 288' 8' or 12' Treated 1x4 (36ea or 24ea for 288' total)
- 16 ea 8' Treated 4x4
- 24 ea 12' Treated 5/4 x 6
- 7 ea 1/2" sheets Azek
- 12 ea 28oz Adhesive (different brands but comparable products)
- 14 ea 7 1/2" Stainless Steel Hasps (different brands but comparable products, Dreyers sells in 2packs so only shows 7 ea)
- 1box 2" Stainless Steel coil nails

Thanks,

Daniel Paczkowski
 Public Works Carpenter
 City of Asbury Park
 9 Main St, Asbury Park, NJ 07712
 732-456-4090

Attachment: QUOTES FOR BEACH LOCKERS MATERIALS FOR 2021 SEASON (2021-139 : Purchase of Lumber and Hardware for Lifeguard



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-140

Resolution authorizing the purchase of plywood and azek materials for beach lock roof replacement.

This is to replace rotten roofs on approximately 80 lockers.



RESOLUTION NO. 2021-140

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

RESOLUTION AUTHORIZING PURCHASE OF MATERIALS NEEDED FOR BEACH LOCKER ROOF REPLACEMENT

WHEREAS, the City of Asbury Park ("City") has a need to purchase plywood and azek materials for beach locker roof replacement; and

WHEREAS, the City has solicited and obtained two quotes from Dreyer's Lumber & Hardware Inc. and Jaeger Lumber Supply Co.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of plywood and azek materials to Dreyer's Lumber and Hardware, Inc. in the amount of \$15,020.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-05-55-502-000-215. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of plywood and azek materials for beach locker roof replacement in the amount of \$15,020.00 and a copy of this Resolution shall be provided to the Beach Manager, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-140 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 10th DAY OF March, 2021.

MELODY HARTSGROVE
CITY CLERK



DREYER'S LUMBER ST 2
348 ELBERON BLVD
OAKHURST NJ 07755

PHONE: (732) 531-0220
 OUR NEW WEEKDAY HOURS ARE:
 7:30 AM - 4:30 PM

STORE HOURS:

Mon-Fri: 7:30-4:30pm

Sat: 8:00-12:00pm

Sun: Closed

PULLED BY: _____

CHECKED BY: _____

DELIVERED BY: _____

CUST NO: 200651 **JOB NO:** 000 **PURCHASE ORDER:** **REFERENCE:**

TERMS:
 DUE 10TH

CLERK:
 MD

DATE / TIME:
 2/10/21 1:21

TERMINAL: 582

SOLD TO:
 CITY OF ASBURY PARK
 1 MUNICIPAL PLAZA

SHIP TO:

EXP. DATE: 2/3/21

ASBURY PARK NJ 07712

SALESPERSON: 23 MD
TAX: 300 NO TAX

ESTIMATE: 120009

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1		80	EA	12AZ	1/2" 4'X8' AZEK	129.99	80	106.75 /EA	8,540.00 N
2		80	EA	4	3/4" MARINE PLYWOOD		80	81.00 /EA	6,480.00 N

(INVOICES)

TAXABLE 0.00
NON-TAXABLE 15020.00
SUBTOTAL 15020.00

TAX AMOUNT 0.00

TOTAL 15020.00

TOT WT: 3720.00

X

Received By

*** No returns accepted on non-stock special order material ***

* Deliveries ordered over curb at customer risk only

* All claims and returned goods must be accompanied by this bill

* Invoices past due subject to 1.5% service charge per month

* On all material returned, a charge of 20% for handling will be billed

Quotation



Belmar
 800 12th Ave.
 Belmar, New Jersey 07719
 732-681-1900
 www.jaegerlumber.com

Quote No 264450
Quote Date 02/10/2021

Expiry Date: 02/17/2021

Invoice Address
 ASBURY PARK
 1 MUNICIPAL PLAZA
 ASBURY PARK, NJ, 07712

Delivery Address
 1 MUNICIPAL PLAZA
 ASBURY PARK, NJ, 07712

Customer 867C
Your Ref locker room
Delivery On 02/10/2021
Taken By Adam Killeer
Sales Rep House



Page 1 of 1

Special Instructions		Notes				
BLANKET PO #20-00280 F/ VARIOUS SUPPLIES, TOOLS, ETC \$1000.00 1/2020						
Line	Product Code	Description	Qty/Footage	Price	Per	Total
1	4812AZ	4' X 8' X 1/2" AZEK SHEET	80 ea	101.36	ea	8,108.80
2	4834ABM	4X8 3/4 AB MARINE FIR PLYWOOD	80 ea	92.05	ea	7,364.00

Total Amount	\$15,472.80
Sales Tax 6.63 %	\$0.00
Quotation Total	\$15,472.80

2322 MORRIS AVE
 UNION, NJ 07083
 (908) 686-0070

1238 VALLEY RD
 STIRLING, NJ 07980
 (908) 647-1239

133 MAIN ST
 MADISON, NJ 07940
 (973) 377-1000

411 ARNOLD AVE
 PT PLEASANT BCH, NJ 08742
 (732) 899-9663

800 12TH AVE
 BELMAR, NJ 07719
 (732) 681-1900

500 BOUND BROOK RD
 MIDDLESEX, NJ 08846
 (732) 968-3555

1835 SWARTHMORE AVE
 LAKEWOOD, NJ 08701
 (732) 719-0365

WWW.JAEGERLUMBER.COM
 NO RETURNS WITHOUT PRIOR AUTHORIZATION

CORPORATE OFFICE: (800) 896-9073
 ALL RETURNS SUBJECT TO 15% HANDLING CHARGE

Subject to our terms and conditions of sale. Further copies available on request.

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE: 2/16/21

DESCRIPTION of Purchase:

Plywood & Azek materials for beach
locker roof replacement

REASON for Purchase

Replace rotten roofs on 80 lockers

AMOUNT: \$15,020 —

VENDOR'S NAME AND ADDRESS: DREYERS Lumber

REMARKS: 2nd Quote included

REQUESTED BY: Dan / Joe B & Garrett

DPW DIRECTOR'S APPROVAL _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-141

Resolution authorizing a professional service contract with Lewis S. Goodfriend & Associates for an acoustical evaluation of the Berkley Oceanfront Hotel rooftop bar operations utilizing trust funds.



RESOLUTION NO. 2021-141

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH LEWIS S. GOODFRIEND & ASSOCIATES

WHEREAS, the City has a need for professional service for an acoustical evaluation of the Berkley Ocean front Hotel rooftop bar operations; and

WHEREAS, the City has obtained the attached invoice from Lewis S, Goodfriend & Associates not-to-exceed \$12,000.00; and

WHEREAS, this professional service is exempt from public bidding as per N.J.S.A. 40A:11-5(1)(a)(1) Professional Services; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the Trust Fund T-48-56-850-000-836; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related to the acoustical evaluations of the Berkley Oceanfront Hotel rooftop Bar operations in a not-to-exceed amount of \$12.0000.00; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-141 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 10th DAY OF March, 2021.


Melody Hartsgrove, City Clerk 3/11/2021

MELODY HARTSGROVE
CITY CLERK



415 Route 24, 2nd Floor
Chester, NJ 07930

908-955-7763 (O)
908-923-8446 (F)
www.lsga.com

2 March 2021

Ms. Michele Alonso, AICP, PP
Director of Planning and Redevelopment
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712
michele.alonso@cityofasburypark.com

Re: Proposal for a Peer Review of Acoustical Evaluation
Berkeley Oceanfront Hotel Rooftop Bar Operations
1401 Ocean Ave, Asbury Park, New Jersey
LSG&A File: 21-36

Dear Ms. Alonso:

Based upon our conversation and the information provided in your email, this letter presents Lewis S. Goodfriend & Associates' (LSG&A) revised proposal to complete an acoustical peer review of the work performed by Russell Acoustics for the Berkeley Oceanfront Hotel in Asbury Park, New Jersey. The scope of work in this proposal includes performing baseline acoustical measurements, reviewing the evaluation and reports prepared by the applicant and preparing letters commenting on the methods, results, recommendations, and conclusions. Options for presenting our results and conclusion to the City's govern body and post-installation measurements are also provided in this proposal.

For more than 65 years, our firm has worked on the acoustical design of interior spaces, evaluation and control of interior noise from HVAC equipment, noise impact assessments for major commercial, industrial, and power generation facilities, OSHA noise exposure studies, and sound and impact isolation design and testing. Our experience has resulted in the development of proprietary analysis methods based upon established acoustical criteria and relevant standards. LSG&A also has experience in providing expert witness testimony at legal proceedings and before municipal boards, and has professional engineers licensed in New Jersey, New York, Pennsylvania, and other states. Please contact us to discuss any other noise or vibration issues you may have.

SCOPE OF WORK

Specifically, Lewis S. Goodfriend & Associates proposes to perform the following tasks:

1. **Site Visit and Measurements:** Visit the site to perform one set of baseline ambient measurements at one location on the site for a period of 24 hours. The measurements will be performed using an ANSI Type 1 sound level meter system logging the sound pressure levels continuously over a 24-hour period.

2. **Data Analysis:** Return the data to LSG&A's lab and analyze the data to evaluate the baseline ambient sound pressure levels.
3. **Acoustical Design Goals:** Based upon the results of the 24-hour sound pressure level measurements and the requirements of the NJDEP and City's noise regulations, develop the acoustical design goals for the site.
4. **Peer Review:** Review the methods, results and conclusions prepared by the applicant regarding the acoustical impact of the Berkeley Oceanfront Hotel rooftop bar operations on the adjacent residential properties.
5. **Acoustical Evaluation:** Prepare an acoustical model for this site based on the latest topography drawings and sound source input data from the applicant's consultant, in order to verify the results of their noise calculations.
6. **Documentation:** Provide letters and memoranda summarizing the peer review, commenting on the methods, results, and conclusions provided by the applicant, and summarizing LSG&A acoustical evaluation.
7. **Expert Testimony:** Attend meetings with the governing body to present the results of our evaluation and answer questions regarding our conclusions.
8. **Post Installation Measurements:** If the project is approved and after the project is completed, LSG&A can return to the site to perform sound pressure levels at multiple locations at the receiving property lies and around the hotel, on an evening when the outdoor area is in use. The number of locations and duration of the measurements will be appropriate to determine the sound levels due to the operation of the outdoor area.
9. **Data Analysis:** Return the data to LSG&A's lab and analyze the data to evaluate the post-installation sound pressure levels.
10. **Documentation:** Provide a final letter summarizing the results of the post installation measurements and comparison with the applicable noise regulations or the conditions of approval.

FEE PROPOSAL

Lewis S. Goodfriend & Associates proposes to carry out the work outlined above for the lump-sum fees summarized below:

Tasks 1-2 (Baseline Measurements)	\$3,000
Tasks 3-6 (Review and Comment on Acoustical Evaluation)	\$2,500
Task 7 (Expert Testimony)	\$2,000/meeting
Tasks 8-10 (Post Installation Measurements)	\$4,500
Total NTE for all Tasks	12,000

Ms. Michele Alonso, AICP, PP

-3-

2 March 2021

The work outlined in this proposal include all expenses and are presented according to the terms and conditions described in *LSG&A's Standard Contract Terms*, attached, which is hereby made a part of this proposal.

Additional work not outlined in this proposal, including but not limited to; additional site visits, meetings, review of additional information, evaluation of additional systems or locations, and review or preparation of additional correspondence, will be billed at your request and authorization on a time and expense basis according to our hourly fee schedule, summarized in the attached contract document.

I trust that this proposal meets your present needs. Should you find this proposal acceptable, please sign and return a copy of the enclosed contract or reference this proposal in a purchase order as authorization to proceed. If you need any additional information, or would like to discuss this proposal further, please call.

Very truly yours:

LEWIS S. GOODFRIEND & ASSOCIATES



Matthew T. Murello, P.E.
President

Enclosures
MTM:jaz

\\LSGA-S01\Network\PROPOSAL\P21-36B.docx

Attachment: LEWIS S GOODFRIEND & ASSOCIATES (2021-141 : Authoring a professional services contract with Lewis S. Goodfriend &

LEWIS S. GOODFRIEND & ASSOCIATES STANDARD CONTRACT TERMS

This Contract between City of Asbury Park, **CLIENT** located at 1 Municipal Plaza, Asbury Park, NJ 07712 and **LEWIS S. GOODFRIEND & ASSOCIATES**, Consulting Engineers in Acoustics, Chester, New Jersey, **CONSULTANT**, is for the purpose of providing acoustical consulting engineering services in connection with Acoustical Evaluation of the Berkeley Oceanfront Hotel Rooftop Bar Operations.

SCOPE OF WORK

The Work to be performed under this contract is covered by the **SCOPE OF WORK** contained in the attached letter proposal or **SCOPE OF WORK** document to which these **CONTRACT TERMS** are attached, dated 2 March 2021, and will be performed for the following lump sum fees (please check box to approve scope section):

Tasks 1-2 (Baseline Measurements)	\$3,000	
Tasks 3-6 (Review and Comment on Acoustical Evaluation)	\$2,500	
Task 7 (Expert Testimony)	\$2,000/meeting	
Tasks 8-10 (Post Installation Measurements)	\$4,500	

Work in addition to that described in the **SCOPE OF WORK** will be performed at **CLIENT'S** direction for an additional fee in accordance with the following fee schedule:

Hourly Fee Schedule and Terms:

Principal	\$255/Hr.
Project Managers	\$215/Hr.
Senior Engineers	\$171/Hr.
Staff Engineers	\$149/Hr.
Technicians	\$100/Hr.
Expert testimony is at the Rate X 1.5	
Depositions and Court Testimony is at the Rate X 2.0	

This proposal shall remain in effect for 60 days. All fees are quoted less expenses, unless otherwise noted, which are billed at cost plus 10 percent.

NOTIFICATION AND CORRESPONDENCE

For the purposes of all contract matters, notification, and correspondence, mail shall be directed to:

Lewis S. Goodfriend & Associates
Matthew T. Murello, P.E.
415 Route 24
Chester, New Jersey 07930

and the **CLIENT** at the address shown on the attached letter or proposal unless otherwise directed in writing by the **CLIENT**.

BILLING AND PAYMENT SCHEDULE

Invoices will be submitted monthly, and are net and payable upon receipt. LSG&A reserves the right to charge interest at a rate of 1.5% per month on any invoices unpaid after 60 days. LSG&A also reserves the right to suspend work on a project for unpaid invoices over 60 days with written notification to the **CLIENT**. **CLIENT** shall pay all fees and related expenses incurred in the collection of delinquent accounts.

In performing his construction observation visits to the jobsite, the **CONSULTANT** shall have no control over, nor responsibility for, the **CLIENT'S** or contractor's means, methods, sequence, techniques or procedures in performing the work. These are solely the responsibilities of the Contractor, who is also responsible for complying with all health and safety precautions as required by any regulatory agencies.

LIMIT OF LIABILITY

To the maximum extent permitted by law, **CLIENT** agrees to limit **LEWIS S. GOODFRIEND & ASSOCIATES'** liability for damages to the sum of \$10,000.00, or **LEWIS S. GOODFRIEND & ASSOCIATES'** fee, whichever is greater. This limitation applies regardless of the cause of action or legal theory pled or asserted.

INSURANCE

LEWIS S. GOODFRIEND & ASSOCIATES carries the following insurance, which will remain in force throughout the contract period. No change in carrier or coverage will be made without notification to **CLIENT**.

Commercial General Liability	General Aggregate	\$ 4,000,000
	Products Comp/OP AGG	\$ 4,000,000
	Personal & ADV Injury	\$ 2,000,000
	Each Occurrence	\$ 2,000,000
	Fire Damage (Any One Fire)	\$ 2,000,000
	MED Exp (Any One Person)	\$ 10,000
Automobile Liability		
Any Auto	Combined Single Limit	\$ 1,000,000
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability		
Umbrella Form	Each Occurrence	\$ 5,000,000
	Aggregate	\$ 5,000,000
Workers Compensation and Employers' Liability		
	EL Each Accident	\$ 1,000,000
	EL Disease - Policy Limit	\$ 1,000,000
	EL Disease - EA Employee	\$ 1,000,000
Professional Liability		
	Per Claim	\$ 2,000,000
	Aggregate	\$ 4,000,000

DISPUTES

In an effort to resolve any conflicts that arise during the project or following the completion of the project, **CLIENT** and **CONSULTANT** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

TERMINATION

This contract may be terminated by **CLIENT** with cause upon 7 business days notice to **LEWIS S. GOODFRIEND & ASSOCIATES**, mailed to LSG&A by certified mail at 415 Route 24, Chester, New Jersey 07930. Such Termination shall require payment of all fees for work performed through the termination date and any expenses to that date plus any fees for services requested by **CLIENT** to document the work completed, including any meetings or reports requested.

LEWIS S. GOODFRIEND & ASSOCIATES

FOR City of Asbury Park
(CLIENT)

By _____

By _____

Date 2 March 2021

Date _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-142

Resolution authorizing the implementation of competitive contracting process to procure vendors to operate concession stands at Kennedy Park.



RESOLUTION NO. 2021-142

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO IMPLEMENT THE COMPETITIVE CONTRACTING PROCESS TO PROCURE VENDORS TO OPERATE CONCESSION STANDS AT KENNEDY PARK

WHEREAS, the City of Asbury Park (the “City”) is interested in seeking proposals from interested vendors to operate concession stands at Kennedy Park; and

WHEREAS, the Mayor and Council believe that this proposed concession service will generate revenues for the City and provide a benefit and service to the public; and

WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, *et seq.*, allows municipalities to utilize the “competitive contracting” process in lieu of public bidding for certain specified purposes, including the awarding of concession services [See N.J.S.A. 40A:11-4.1(j)]; and

WHEREAS, the method to be utilized under the “competitive contracting” process seeks to encourage competitive bidding, but affords more discretion to the City in the ranking and awarding of the proposals received; and

WHEREAS, in order to initiate the “competitive contracting” process, the Governing Body must pass a Resolution authorizing the use of this procurement method, pursuant to N.J.S.A. 40A:11-4.3(a).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, that the “competitive contracting” process, pursuant to N.J.S.A. 40A:11-4.1, *et seq.*, is hereby authorized and shall be implemented for the purpose of receiving proposals for the concession service referenced above.

BE IT FURTHER RESOLVED, that all City officials and professionals are hereby authorized and directed to undertake all actions that are necessary in order to further this process.

BE IT FURTHER RESOLVED, that, following the receipt of proposals from interested vendors for the said concession service, and the review and ranking of the proposals received in accordance with the methodology to be enumerated in the RFP, the Mayor and Council shall consider making an award for the operation of said concession service at a future Council

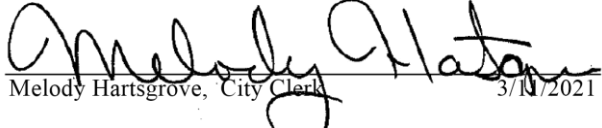
meeting(s).

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be provided to each of the following:

- a. Donna M. Vieiro, Acting City Manager;
- b. Michael Manzella, Deputy City Manager;
- c. Melody Hartsgrove, Deputy City Clerk;
- d. JoAnn Boos, CFO;
- e. Tracy Lizardi, Qualified Purchasing Agent/Assistant CFO; and
Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-142 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 10th DAY OF March, 2021.


Melody Hartsgrove, City Clerk 3/10/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-143

Resolution authorizing a professional service contract to Aspire Consulting Services to provide temporary administrative assistance and support for the CDBG small business grants from March 1, 2021 through July 1, 2021.



RESOLUTION NO. 2021-143

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO ASPIRE CONSULTING SERVICES

WHEREAS, the City has a need for professional service for temporary Administrative Assistance and support for the small business grant program for CDBG; and

WHEREAS, the City has obtained the attached invoice from Aspire Consulting Services totaling \$12,160.00; and

WHEREAS, this professional service is exempt from public bidding as per N.J.S.A. 40A:11-5(1)(a)(1) Professional Services; and

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

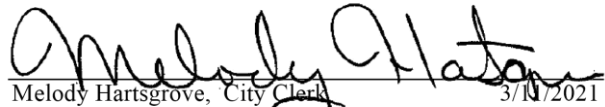
WHEREAS, the Chief Financial Officer has certified that funds are available in the Trust Fund T-17-78-850-850-001.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related to the CDBG small business grant program to Aspire Consulting Services in a not-to-exceed amount of \$12,160.00; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-143 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 10th DAY OF March, 2021.



Melody Hartsgrove, City Clerk 3/11/2021

MELODY HARTSGROVE
CITY CLERK

PROFESSIONAL SERVICE AGREEMENT

This **AGREEMENT** is by and between the **City of Asbury Park**, a Municipal Corporation in the State of New Jersey with an office located at One Municipal Plaza, Asbury Park, New Jersey 07712, and **ASPIRE CONSULTING SERVICES**, with its principal place of business at 103 Coolidge Ave, Edgewater Park, NJ 08010.

WHEREAS, the **City of Asbury Park** wishes to retain **ASPIRE CONSULTING SERVICES** for the services of as outlined below; and

NOW, THEREFORE, in consideration of the mutual covenants and promises therein contained, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of the following:

- (a) This Agreement.
- (b) New Jersey State Business Registration;
- (c) Affirmative Action Document – “For Goods and Professional Services”.

2. Scope of Work. **ASPIRE CONSULTING SERVICES**. agrees to provide the City of Asbury Park with the services as herein. This agreement shall commence on March 1, 2021 and terminate on July 1, 2021.

ASPIRE CONSULTING SERVICES shall provide administrative assistance and temporary support for the City of Asbury Park Community Development Block Grant Program (CDBG). Responsibilities will include, but not limited to, the following:

- Preparation of all CDBG HUD required reports including: HUD Form 2716 Contractor and Subcontractor MBE reports annually, HUD 4710 Semi Annual Davis Bacon Report, HUD Form 60002 Report-Section 3.
- Review and update the Citizens participation Plan, if required
- Review and update CDBG Website.
- Management and implementation of Business Grant Program.
- Prepare grant drawdowns in IDIS for approval by Township Staff.
- Prepare annual contracts and any required supporting documents for sub-grantees execution and conduct annual monitoring of sub-grantees, if required
- Maintain all grant related records for the CDBG sub-grantees, if required.
- Serve as the Liaison with HUD that includes representing the City of Asbury Park at all HUD required meetings and training, preparing appropriate

responses to HUD communications and coordinating submittals in IDIS as needed and if required during the interim period.

- Provide staff support and training as needed. On an interim basis.
- Other duties as assigned

3. Assignment. This Agreement may not be assigned be assigned.
4. Compliance. **ASPIRE CONSULTING SERVICES** and all of its applicable employees shall comply with the requirements of P.L. 1975 C.127 (N.J.A.C. 17:27) regarding Affirmative Action regarding Equal Employment Opportunity and City of Asbury Park City Code, Section 2-76 Award of Public Contracts.
5. Political Contribution Disclosure. The within contract has been awarded to the Consultant based upon the merits and abilities of the Attorney to provide the services as described herein. This contract was not awarded through a “fair and open process” pursuant to N.J.S.A. 19:44A-20.4, et seq. Other Terms. This agreement is subject to:
 - b. This contract is for the services of **ASPIRE CONSULTING SERVICES**. who shall be counsel on the aforementioned matters. The financial terms are outlined herein, at a rate of \$95 dollar per hour, **ASPIRE CONSULTING SERVICES** will provide the management services up thirty-two (32) hours per month with a not-to-exceed price of \$3,040 monthly, not-to-exceed cost \$12,160, through July 1, 2021.
 - c. It shall be the consultant’s obligation to obtain City Council approval, by way of a Resolution, approval of which shall be at the sole discretion of the City Council, prior to incurring costs above the not to exceed amount as per the Local Public Contract Law.
 - d. The parties agree that submission of invoices by the Vendor in accordance with this Agreement is the sole responsibility of the Vendor. The Vendor agrees to submit any and all invoices for services within sixty (60) days of services being rendered.
 - e. The City may terminate this contract immediately upon written notice to the contractor, subject only to payment for services rendered prior to service of the notice of termination.

IN WITNESS WHEREOF, the parties have executed this **AGREEMENT** on this _____ day of _____, 2021.

ATTEST:

THE CITY OF ASBURY PARK

Melody Hartsgrrove, RMC
City Clerk

By: _____
Donna M. Vieiro, City Manager

ATTEST:

ASPIRE CONSULTING SERVICES

By: _____
Deborah A. Mitchell

The aforementioned Agreement has been reviewed and approved as to form.

Frederick Raffetto, City Attorney

Attachment: ASPIRE CONSULTING SERVICES (2021-143 : Authoring a professional services contract to Aspire Consulting Services)

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

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor 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 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 this 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 an 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 contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor 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 contractor or subcontractor 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 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.

In conforming with the targeted employment goals, 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, 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 contractor shall submit to the public agency, 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 agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

ASPIRE CONSULTING SERVICES

DEBORAH A. MITICHELL

DATED: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-144

Gear is over 10 years old and NFPA standards it should be taken out of service and will be donated to the 911 Fund.



RESOLUTION NO. 2021-144

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

RESOLUTION APPROVING DISPOSITION OF SURPLUS PROPERTY

WHEREAS, the City of Asbury Park has surplus property; and

WHEREAS, the Mayor and City Council authorizes the disposition of the following property:

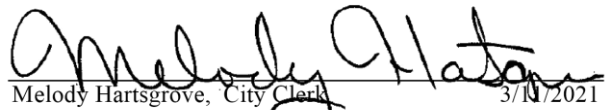
- (7) miscellaneous turnout coats
- (8) miscellaneous turnout pants

WHEREAS, the above turnout gear has no value and the City of Asbury Park would like to donate the property to The 911 Fund, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park do hereby authorize the disposition of the property listed above as they are no longer needed for municipal purposes and is hereby considered surplus.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-144 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 10th DAY OF March, 2021.


Melody Hartsgrove, City Clerk 3/10/2021

MELODY HARTSGROVE
CITY CLERK



THE 911 FUND

P.O. Box 5176 Hazlet, N.J. 07730
201-892-0502

Mr. Robert Nunez JCFD President
Mr. Stan Aviles Lt.FDNY Vice President
Mr. Luis Crespo Lt. FDNY Treasurer
Mr. Ayal Lindeman LPN/EMT Secretary

Captain Chris Barkalow
Asbury Park Fire Department
Christopher.Barkalow@CityofAsburyPark.Com

March 3, 2021

Captain Barkalow,

We thank you for your consideration of donating equipment so that others might serve with a higher degree of safety.

Who We Are, What We Do:

Created in the aftermath of September 11th, 2001, the 911 FUND was conceived by former members of the Fire Department of the City of New York (FDNY). The 911 FUND was born from the personal, hard-won experience and first-hand knowledge of New York City firefighters and emergency personnel, all of the founding members worked on September 11th at the World Trade Center.

As we watched brother firefighters commit their efforts, and in 343 cases their lives, to the rescue of 25,000 innocent civilians, we became convinced of the need to enhance our systems of emergency management and preparedness, and to share our skills and lessons-learned domestically with friends and allies the world over.

Ever since September 11th, we have worked to acquire fire trucks, ambulances and related equipment, then to donate it, along with training, as part of a continuing effort to build preparedness, reduce risk, enhance civilian safety, and minimize property loss from fire and other types of disasters. 100% of the training and equipment that we provide is given free-of-charge to firefighters and emergency first responders. All of our efforts are completely voluntary and unpaid.

Service, solidarity, fraternity, brotherhood, a willingness to accept risks and make sacrifices is the common bloodline of firefighters worldwide. Access to the training and equipment that we provide routinely means the difference between life and death, and it's our belief that these are gifts that keep on giving. The 911 Fund has grown and expanded its membership and list of instructors keeping true to the founding principles and purpose; while adhering to the best principles of American fire service and Emergency Medical Response.

The 911 FUND

;



The fund is currently additionally staffed by Emergency Personnel – both EMS and firefighters from all over the country including New York, New Jersey, Boston, and California. All members donate their time and skills free of charge to firefighters and emergency service workers internationally.

Where We Have Served To Date:

Our service to international paid and volunteer fire departments, emergency medical and other responders with a need - Whether it's a lack of training, equipment, or vehicles continues with your donations. Our goal is to support these proud brave men and women to the best of our ability. To date we have donated fire trucks, ambulances, equipment and/or training to: Argentina, Dominican Republic, Ecuador, El Salvador, Haiti, Panama, Mexico, Spain, South Africa and Uruguay.

All Donated Equipment is accepted by the receiving country and or municipality / Department on an "AS IS" basis. There is an agreement of zero actionable liability as well as an understood statement of "unknown condition" of said equipment. All donated equipment is received by said country, municipality and department on condition that no actions may be taken against you or your municipality nor shall you, your department or municipality be held liable for the donated equipment's condition / performance and or use.

We again thank you for your consideration of donating equipment so that others might serve with a higher degree of safety.

Sincerely,

Retired Chief John Beslanovitz
Equipment Donations Committee Chairman
Cell 732 – 546 - 0615
For the Board of the 911 Fund



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-145

Duplicate tax sale certificate requested for lost certificate.



RESOLUTION NO. 2021-145

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

RESOLUTION AUTHORIZING ISSUANCE OF DUPLICATE TAX SALE CERTIFICATE #14-00106 BLOCK 1101 LOT 24 1300 M

WHEREAS, P.L. 1997, Chapter 99, requires the authorization of the governing body for replacement and issuance of a duplicate tax sale certificate held by a third-party lien holder which has been destroyed or lost.

WHEREAS, Certificate of Sale #14-00106 was sold to TTLBL, LLC on December 18, 2014 for Block 1101 Lot 24, also known as 1300 Mattison Avenue, Asbury Park, NJ; and

WHEREAS, per letter from Mr. Max Michaels, of TTLBL, LLC, stating that said Certificate of Sale has been lost and needs to be duplicated; and

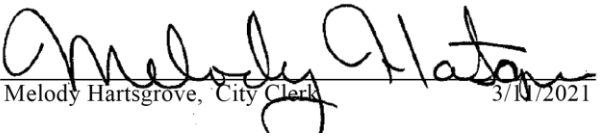
WHEREAS, the fee of \$100.00, paid via check #115896633 to issue a duplicate tax sale certificate, has been received; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park, State of New Jersey, hereby authorizes the Tax Collector, upon receipt of an appropriate affidavit from owner of the certificate, to prepare a replacement certificate; and

BE IT FURTHER RESOLVED that this replacement certificate, duplicated in original form, shall be marked as "duplicate" and a \$100 fee assessed to the lien holder for the preparation of said duplicate certificate.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-145 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS DAY OF , .


Melody Hartsgrove, City Clerk 3/11/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-146

Due to complications and scheduling conflicts that arose as a result of the COVID-19 Pandemic, NJDOT has granted a 6-month time extension to award the contract for the Re-construction of Memorial Drive.



RESOLUTION NO. 2021-146

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

RESOLUTION OF APPROVAL OF A GRANT EXTENSION FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE RE-CONSTRUCTION OF MEMORIAL DRIVE

WHEREAS, the City of Asbury Park applied for and was awarded an FY 2019 Municipal Aid Grant for the purpose of the re-construction of Memorial Drive; and

WHEREAS, the COVID-19 State of Emergency has delayed this project beyond its original grant deadline; and

WHEREAS, the City and its project design team have adjusted the project schedule and requested a grant extension from the NJDOT; and

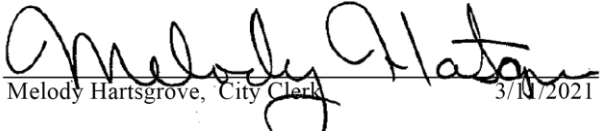
WHEREAS, the NJDOT has approved the grant deadline extension request to September 27, 2021 and provided a letter affirming such.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Asbury Park hereby approve the grant extension to September 27, 2021 as identified in writing from the NJDOT.

BE IT FURTHER RESOLVED that City Manager and City Clerk are hereby authorized to sign any additional grant agreements on behalf of the City of Asbury Park related to this extension request.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-146 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 11th DAY OF March, 2021.



Handwritten signature of Melody Hartsgrove in black ink, written over a horizontal line.

Melody Hartsgrove, City Clerk

3/11/2021

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-147

This resolution of support by City Council will adopt the procedures manual required by the NJDOT for the administration of Federally funded transportation projects.



RESOLUTION NO. 2021-147

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

RESOLUTION ADOPTING THE CITY OF ASBURY PARK PROCEDURE FOR ADMINISTRATION AND INSPECTION OF FEDERAL AID HIGHWAY PROJECTS

WHEREAS, the Federal Highway Administration (FHWA) provides opportunities for Local Public Agencies (LPA), such as the City of Asbury Park, to receive Federal Highway Program (FAHP or Federal Aid) funds through the New Jersey Department of Transportation; and

WHEREAS, the City of Asbury Park is presently the recipient of Federal Aid funds through two projects awarded under the Federal Safe Routes to School program and Transportation Alternative Program; and

WHEREAS, the City of Asbury Park, as an LPA, is responsible for administering Federal Aid funded projects in compliance with all Federal Aid requirements established by the FHWA; and

WHEREAS, the New Jersey Department of Transportation, through its Stewardship Agreement with FHWA, is responsible for ensuring that the City of Asbury Park is adequately staffed and suitably equipped to undertake Federal Aid projects and ensure that Federal requirements are met; and

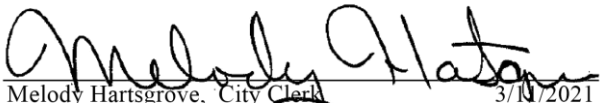
WHEREAS, the City of Asbury Park, as required by the New Jersey Department of Transportation, has developed a Policy outlining the required procedures for the administration of Federally funded transportation projects administered through the New Jersey Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED on this 10th day of March, 2021, by the City of Asbury Park, in the County of Monmouth, State of New Jersey, that the City of Asbury Park adopts the policy entitled "City of Asbury Park Procedure for Administration and Inspection of Federal Aid Highway Projects", dated November 2020.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of

RESOLUTION NO. 2021-147 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 11th DAY OF March, 2021.



Melody Hartsgrove, City Clerk 3/11/2021

MELODY HARTSGROVE
CITY CLERK



City of Asbury Park

Procedure for Administration and Inspection of Federal Aid Highway Projects

November 2020

Table of Contents

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.0	Introduction	4
2.0	Administrative Responsibilities of Asbury Park for Federal Aid Projects	4-5
3.0	Procurement of Professional Services Consultant Selection	6
3.1	Request for Proposal	6-10
3.2	Advertisement	10
3.3	Evaluation of Proposal and Consultant Selection	10
3.4	Negotiation	11
3.5	Project Authorization	11
3.6	Award of Contract	11
3.7	Federal Agreement	11
3.8	Contract Administration	11-12
3.9	Consultant Monitoring	13
4.0	Consultant Evaluation	14
5.0	Procurement of Construction Services/Award of Construction Contract	14-19
6.0	Construction Project Management	19
6.1	Responsible Charge/Project Manager/RC/PM	20-21
6.2	Construction Inspection	21-23
6.3	Payment Procedure	23-26
6.4	Chief Financial Officer Certification	26-27
6.5	Source of Documentation	27-28
6.6	Buy America	28
6.7	DBE Compliance	28-29
6.8	Contract Changes, Project Schedule, Contract Completion	29-30
6.9	Field Orders	30-31
7.0	Contract Completion Date	31-32
7.1	Change Order Protests/Disputed work	32
Appendix A	Organizational Charts	33
Appendix B	Sample RFP	
Appendix C	Consultant Proposal Evaluation Forms & Guides (Design & CM/CI)	
Appendix D	Consultant Contract Performance Rating Forms (Design & CM/CI)	
Appendix E	Sample Field Order Form	
Appendix F	Sample Professional Services Agreement	
Appendix G	Title VI Policy Statement	

Abbreviations

ADA – American with Disabilities Act
 CFR- Code of Federal Regulations
 CO – Change Order
 LPA– Local Public Agency
 DBE – Disadvantaged Business Enterprise
 FAA – Federal Aid Agreement
 FAR – Federal Acquisition Regulation
 FAHP – Federal Aid Highway Program
 FHWA – Federal Highway Administration
 NEPA – National Environmental Policy Act
 NJDOT – New Jersey Department of Transportation
 MPO – Metropolitan Planning Organization
 PS&E – Plans, Specifications & Cost Estimates
 QA – Quality Assurance
 QC – Quality Control
 RC/PM – Responsible Charge/Project Manager
 RE – Resident Engineer
 RFP – Request for Proposals
 SOW – Scope of Work
 Specifications – 2019 New Jersey Department of Transportation Standard Specifications
 Uniform Act – Uniform Relocation Assistance and Real Property Acquisition Policies
 Act of 1970, P.L. 91-646
 U.S.C. – United States Codes
 Voucher – State of New Jersey Payment Voucher

1. Introduction

Federal Highway Administration (FHWA) provides opportunities for Local Public Agencies, such as Asbury Park, to receive Federal Aid Highway Program (FAHP or federal-aid) funds through New Jersey Department of Transportation (NJDOT) and the associated regional Metropolitan Planning Organization (MPO). LPAs receiving federal-aid funds are responsible for administering their projects while meeting all federal-aid requirements. The NJDOT, through its Stewardship Agreement with FHWA, is responsible for ensuring that each LPA that receives FHWA funds, is adequately staffed and suitably equipped to undertake and administer federal-aid projects, and the LPA must provide the supervision and inspection required to complete each project in conformance with the approved Scope of Work (SOW), plans and specifications and ensure that all federal requirements are met. Generally speaking, these requirements are set forth in Title 23 United States Codes (U.S.C.) – Highways; Brooks Act, Title 40 U.S.C. - Public Buildings, Property and Works; Title 23 Code of Federal Regulations (CFR) – Highways; Title 48 CFR – Federal Acquisition Regulation; and Title 49 CFR 18 – the Common Grant Rule.

The purpose of this document is to provide Standard Procedures to be used by LPA for Administration of Federally Funded Transportation Projects administered through NJDOT.

An organization Chart of LPA's personnel associated with Federal Aid Projects, along with their duties, is included in this document (See Appendix A).

2. Administrative Responsibilities of the Responsible Charge for Federal Aid Projects

Asbury Park must designate a Responsible Charge (RC/PM) for each federal aid project and submit a letter of notification to the Local Aid District Office identifying the Responsible Charge (RC/PM). The RC/PM must be a full-time Asbury Park employee as required by Title 23 CFR 635.105(a). The employee will be in "responsible charge" of all phases of a Federal Aid Project. The RC/PM is involved in the entire project from project initiation to closeout. The RC/PM (see section 6.1) will be responsible for the administration and oversight of the following tasks:

- a. With the support of a consulting engineering firm and NJDOT Bureau of Environmental Program Resources (BEPR), prepares and/or administers the disbursement of National Environmental Policy Act (NEPA) documents and permits and coordinate with the correspondent agency, state or federal, involved in the preparation and filing of such documents.
- b. With the support of a consulting engineering firm in the preparation of plans, specifications and estimate, provide review, comments and final acceptance of the material produced by the consulting engineering firm. The procurement for consulting services will be described in section 3 of this document.
- c. Right-of-Way availability through the design phase and after the determination of all required ROW, will be coordinated with NJDOT Right-Of-Way procedures and Asbury Park Counsel for the preparation of all legal documents to enable continuation of the design phase and project construction. Right-Of-Way procedures must be in conformance with the Uniform Act and be reviewed and approved by NJDOT Right-Of-Way.
- d. Coordination and clearances of all public and private utilities.

- e. Review and concur with the consultant's construction bid review, analysis and recommendation and request further evaluation if the recommendation is deemed incomplete.
- f. Prepare and submit a recommendation of award, in coordination with the consultant and Asbury Park's Business Administrator and Governing Body.
- g. The Business Administrator/Governing Body Representative will submit their recommendation for approval and execution by Asbury Park's Governing Body through a resolution.
- h. Asbury Park Legal Counsel will request the Contractor to submit all legal forms and documents for the preparation of the contract, and after the certification of funds by the Director of Finance/Chief Financial Officer, the contract goes to Municipal Council Agenda for resolution to approve.
- i. Along with the Consultant Design Engineer, Reviews and approves final of the Material Sources.
- j. The RC/PM will oversee the Construction Contract Administration and Construction Inspection with responsibility to provide final decisions on all issues related to the contract as recommended by the consultant.
- k. Source Documents related to material testing, material certifications, daily inspection report, DBE participation, project completion, project schedules and Buy America is strictly controlled by the Resident Engineer (retained consultant) under direct supervision of the RC/PM to ensure that all records are properly maintained.
- l. Along with the Consultant Resident Engineer, monitor sampling/testing of materials for compliance with mandated requirements and supported by a professional material testing. Material used that does not pass the required test, will be rejected and shall be replaced at no cost to Asbury Park.
- m. Monitor contract time, originally set by the contract documents by comparing the initial construction schedule with progress schedules during construction. Time extensions, if necessary, will be evaluated, commented and/or approved and submitted to NJDOT for acceptance.
- n. Along with the Consultant Resident Engineer, monitor and/or complete necessary forms to comply with Wage rate Compliance, DBE, training goals set for the project.
- o. Along with the Consultant Resident Engineer, oversee and verify the ADA compliance requirements of the project.
- p. Monitor and rate the performance of the consultants.
- q. Monitor the work zone safety and traffic control and provide comments and revisions to the Resident Engineer for immediate action by the Contractor.

3. Procurement of Professional Services – Consultant Selection (For Design & Construction Management/Construction Inspection)

This section covers the procurement and administration of professional services and consultant selection for federally funded projects. Asbury Park retains consultant services to provide the following tasks, including but not limited to environmental, surveying, engineering design, right-of-way, geotechnical, landscape design, construction management and inspection services, material testing.

Consultant services funded wholly or partially with FHWA funds are procured and administered by Asbury Park in accordance with 49 CFR – Part 18 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. All contracts for engineering and designs services related to construction projects will comply with the requirements of 23 U.S.C 112 and 23 CFR 172.

For competitive negotiation/qualification-based Consultant selections, Asbury Park must follow the requirements defined by the Brooks Act 40 U.S.C., and the procedure listed below:

3.1 Request for Proposal (RFP) – Competitive Negotiation/Qualification for Design & Construction Management/Construction Inspection Contracts:

DESIGN:

Asbury Park will administer and oversee the procurement of professional services by preparing an RFP for Design Services, approved by NJDOT, which includes, but is not limited to the following requirements.

Please note this section outlines the tasks and deliverables for three phases of the NJDOT design process. All phases may not be necessary for each project

For each design phase Asbury Park shall prepare a detailed scope of work that includes the following, as a minimum:

- i. Description of the project location and existing conditions
- ii. Description of the proposed improvement
- iii. Location Map
- iv. A list of the tasks to be included in the project, and a description of the work (Scope of Work (SOW)) to be performed for each of the tasks Estimated project schedule by tasks using the critical path method as per NJDOT requirements.
- v. Method of payment (cost plus fixed fee, lump sum, cost per unit of work or specific rates of compensation). Asbury Park uses Cost Plus Fixed Fee.
- vi. This method of payment reimburses the Consultant for its direct and indirect costs (salary, overhead, direct expenses) in addition to a negotiated amount as a fixed fee. The fixed fee rate will be calculated in accordance with NJDOT methodology. Compensation including statements of, but not limited to, the following:

- Allowable costs include those directly associated with the specific contract as well as overhead costs, also known as their indirect cost rate.
 - This project is federally funded and requires that consultant contracts be compliant with 48 CFR 31 – Contract Cost Principles Under the Federal Acquisition Regulations (FAR). This federally funded project has NJDOT oversight, and to ensure the consultant contract is compliant with FAR cost principles when using federal-aid funds, only NJDOT approved overhead rates will be used. Consultants that do not have approved NJDOT overhead rates must be approved in accordance with NJDOT Procurement policies.
 - The NJDOT approved overhead rate will be used for the purpose of estimating, negotiating, and making payment on the contract. – will be used in developing the cost estimate
 - The method of payment will be the Cost-Plus Fixed Fee.
- vii. Creation of a Proposal Checklist including but not limited to:
- Copies of DBE certifications
 - Proof of NJDOT approved overhead rates
 - New Jersey Business Registration
 - Statement of Ownership
 - Non-Collusion Affidavit
 - Acknowledgment of Receipt of Addendum
 - Checklist Signature Page
- viii. Project Cost and Work Hour Proposal Form
- The tasks listed in this form must match the tasks described in the SOW.
 - This shall be used to negotiate costs

PHASES OF NJDOT DESIGN PROCESS

Concept Development Phase

Conduct data collection, evaluate deficiencies and identify fatal flaws, evaluate planning alternatives, coordinate with stakeholders, complete environmental screening, assess Right of Way, Utility and Access impacts, determine Preliminary Preferred Alternative, identify substandard design elements, determine environmental impacts and document, prepare construction cost estimate and execute the public involvement action plan.

Deliverables

Design Communication Report
 Purpose and Need Statement
 Preliminary Preferred Alternative
 Environmental Document Classification
 Preliminary Engineering Scope Statement

Preliminary Engineering Phase

Coordinate with Stakeholders, conduct environmental analysis for PPA, initiate roadway engineering, initiate structural engineering, initiate ROW and access, prepare final design and construction cost estimate, execute public involvement plan

Deliverables

Design communication report
 Preliminary engineering report
 Approved environmental document
 Approved design exception report
 Cost estimate – final design and construction
 Approved project plan
 Final design scope statement

Final Design Phase

Complete roadway engineering, structural engineering, ROW, utility and access impacts, environmental process and prepare final design submission

Deliverables

Design communication report
 Environmental reevaluation and permits
 Acquisition of ROW
 Construction contract documents

The construction support services tasks include, but are not limited to, the following:

- Bidding process and award of contract
- Attending pre-construction meeting
- Shop, working drawings, submittals, reviews and approvals.
-

*Note: The Design Consultant may be retained to perform construction support services during the construction phase.

Construction Management & Inspection (CM/CI):

Asbury Park will administer and oversee the procurement of Construction Management and Inspection services by preparing an RFP which outlines the tasks and deliverables for the Construction Management/Inspection contract including but not limited to the following:

- Detailed Scope of Work
 - Construction Schedule
 - Key Staff/Inspector Qualifications Requirements/Responsibilities
 - Prior Similar Work Experience
 - Deliverables
 - Method of Contract Payment.
 - Source Documentation
 - Buy America Provisions
 - Proposal Evaluation Criteria
- Note: Additional CM/CI RFP requirements are included in Section 6 of this document.

PROPOSAL EVALUATION PROCESS (Design & CM/CI)

- Prepares an **evaluation form** (Appendix C) that includes a list of the evaluation factors and their importance. The qualification-based evaluation criteria informs interested Consultants what Asbury Park looks for in a proposal such as: experience of the Resident Engineer and key staff, experience with similar projects, location (proximity to project site), past performance, workload, capacity, technical approach, understanding of scope of work, and project management plan. Proposal Evaluation Forms generally consist of the above criteria which can be modified to be more project specific. The criteria selected from the list below shall be cited in the public solicitation as per 23 CFR 172.7(a)(iv).

Prepares a Consultant proposal **evaluation guide** (Appendix C) that provides guidance to the selection committee on how to assign points for each of the evaluation factors.

Prepares a detailed **cost estimate using the Project Cost Work Hour Proposal Form** by tasks and man-hours for the professional services to be broken down by the type of labor, direct costs and Consultant's fixed fee for the defined scope of work.

Submits the detailed **RFP**, the **evaluation form**, the **evaluation guide** and the **cost estimate** to NJDOT-Local Aid Office for their review and approval.

Prepares a package of documents to be included with the advertisement for the firms responding to the solicitation for preparation of **expressions of interest and technical proposals**. These documents **must be approved** by NJDOT-Local Aid prior to advertisement.

- The approved detailed RFP.
- An estimated project schedule including the milestones.
- The evaluation form that includes the weighted evaluation factors and their relative importance.
- A cover letter containing instructions for submitting proposals including the time and place for submission of the proposals, the cost proposal and the DBE requirements. The requirement that the technical Proposal and Cost Proposal are to be submitted in separate sealed envelopes will be clearly stated in the RFP.

3.2 **Advertisement for Design Services**

Asbury Park advertises for **expressions of interest and technical proposals**. The **advertisement** is placed in at least two legal newspapers (1 local and 1 regional), for three consecutive weeks. Asbury Park will provide at least 14 working days after the last advertisement for the Consultant to respond to the solicitation. A copy of the advertisement and dates will be filed at the LPA's offices unless requested by the Local Aid District Office

3.3 **Evaluation of the Proposals and Consultant Selection**

Asbury Park receives the **proposals** at the designated time and place. A separate sealed cost proposal is submitted as part of the proposal.

Proposals are evaluated and ranked independently by members of the Consultant Selection Committee. The consultant Selection Committee shall consist of at least three individuals including representatives Asbury Park,

All submitted proposals must be evaluated and ranked according to the evaluation criteria and scoring process outline in the RFP. (Proposal Rating Guide is in Appendix C of this document)

The members of the Consultant Selection Committee meet to discuss the rankings and, if necessary, ask the top ranked Consultants to make an oral presentation.

The top ranked Consultant is selected, and their cost proposal is opened.

3.4 **Negotiations**

Asbury Park negotiates the Man-hours with the selected Consultant. Asbury Park's cost estimate that was prepared prior to the RFP is used as the basis for the negotiation to arrive at a fair and reasonable compensation for the solicited services. Only work included in the original

advertised scope of services are incorporated into the contract. The allowable costs include the direct costs associated with the specific of the contract as well as overhead costs. Only NJDOT approved overhead rates are used. The approved overhead rate is to be used for the estimating, negotiating and making payment on the contract.

If a satisfactory negotiation cannot be reached with the number one Firm, then cost proposal of number two Firm will be opened.

All other Cost Proposals are returned unopened after a successful negotiation process.

3.5 Project Design Authorization

The RC/PM submits the documentation of the Consultant selection process to NJDOT- Local Aid District Office for approval after the selection of the Consultant and cost proposal negotiation.

After written authorization from NJDOT- Local Aid Office, Asbury Park executes a contract with the Consultant for the amount authorized.

3.6 Award of Design Contract

The RC/PM recommends to Asbury Park Business Administrator/Governing Body, the award of contract for the negotiated cost. After review and comments, the Business Administrator approves the recommendation to the Municipal Council to approve by Resolution.

Asbury Park Counsel's Office prepares a Contract for execution by the Consultant.

3.7 Federal Agreement for Design Services

In order to receive federal-aid funds for a project, Asbury Park executes a project specific Federal Aid Agreement (FAA) with NJDOT.

NJDOT-Local Aid prepares and submits to Asbury Park a Federal Aid Agreement, a cost reimbursement agreement between Asbury Park and NJDOT, Division of Local Aid and Economic Development for Asbury Park signatures.

Four(4) copies of the originally signed Agreement along with four(4) copies of the originally signed Resolution are returned to NJDOT-Local Aid Office for execution by the Department.

NJDOT-Local Aid Office returns one copy of Executed Federal Aid Agreement to Asbury Park. No work can be done until this agreement is fully executed

3.8 Consultant Contract Administration

The consultant under the supervision of the RC/PM prepares documents for the appropriate design phase. This may include such documents as the preliminary plans, specifications, and engineer's estimate (PS&E). The RC/PM reviews the documents produced in each design phase and provides comments to the consultant. The consultant revises the documents and submits all revisions back to Asbury Park for record; copies of the submittals are submitted to NJDOT-Local Aid Office for

review and approval.

The Consultant revises the PS&E package and Asbury Park submits the revised preliminary PS&E to NJDOT-Local Aid Office for review. The following documents are needed for the preliminary submission:

- a. Preliminary Plans and Specifications
- b. Engineer's Estimate

The following documents are needed for the final submission:

- a. Final Plans and Specifications
- b. Engineer's Construction Estimate (no older than 30 days from the time of submittal)
- c. Design exception (if applicable)
- d. Project Schedule
- e. Design Certification
- f. Right of Way Certification*
- g. Utility Certification
- h. Permit Certification with copies of the permits (if applicable)
- i. Railroad Certification
- j. Advertising assurance letter
- k. Funding assurance letter
- l. Response to NJDOT comments

*Any need for right-of-way, as determined by the design consultant, will be processed in accordance with NJDOT-Local Aid and NJDOT Right-Of-Way Guidelines for Federally Funded Projects procedure. A right-of-way approval must be obtained from NJDOT Right-Of-Way Office to be part of the final design package. The LPA ROW procedure must be approved by NJDOT ROW before any ROW work is done. Asbury Park acquires any needed **right-of-way** in accordance with the NJDOT-Local Aid and "NJDOT Right-of-Way Guidelines for Federally Funded Projects" procedure and the Uniform Act.

For projects with estimated construction costs of \$10 million or more, Asbury Park in accordance with N.J.S.A. 52:15C-10, notifies the Office of the State Comptroller as early as practicable, but not later than 30 days before advertisement.

Asbury Park will receive a letter from NJDOT Local Aid approving the Final PS&E submission. Once the project is authorized by FHWA and NJDOT, Asbury Park receives a written authorization to advertise for construction along with an award checklist and funding agreement from NJDOT-Local Aid Office.

3.9 Consultant Contract Monitoring (For Design or CM/CI)

Asbury Park monitors the selected consultant work throughout the contract assigning a full-time employee as Responsible Charge, who schedules a kickoff meeting with the consultant and representatives from NJDOT Local Aid to discuss the following:

- a. Scope of Work
- b. Sub consultants
- c. Project schedule
- d. DBE compliance
- e. Change order
- f. Payment procedures
- g. Affected agencies

The RC/PM schedules monthly progress meetings with the consultant to discuss the project progress and any Asbury Park comments on the progress plans and specifications.

The RC/PM reviews the monthly payments submitted by the consultant to ensure the costs are consistent with the contract terms and progress of the consultant's work.

The RC/PM reviews DBE goal compliance along with the consultant progress schedule and makes monthly payments to the consultant based upon approved invoices submitted.

The RC/PM submits invoices for reimbursements to NJDOT-Local Aid Office monthly or at minimum quarterly or as requested. The invoice package includes:

- a. Copies of the consultant invoices
- b. Proof of payments
- c. Project progress schedule and description

Narrative description of work performed during the payment period and any difficulties or delays encountered include;

Design Consultant:

- 1) comparison of actual accomplishments to the goals established for the payment period;
- 2) comparison, by tasks, of costs incurred with amounts budgeted, and;

Design or CM/CI:

- 3) comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- 4) Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings

4.0 Consultant Evaluation

Asbury Park evaluates the Consultant's performance at the completion of the contracts for design services, construction support services, and construction inspection services. An additional evaluation is also performed for the overall project design. Asbury Park evaluates the Consultants on:

- a. Adherence to schedule,
- b. Quality of work and
- c. Project Management.

Asbury Park evaluates the consultant performance once each contract is completed. (The Consultant Evaluation Form is included in Appendix D). Asbury Park holds the consultant liable for any errors and omissions resulting in construction increased cost.

The Consultant evaluation is recorded on forms prepared by Asbury Park. The forms include the evaluation categories, the weight of each category, and the eligible rating for each category. Guidelines are prepared for rating of each of the categories to provide a consistent rating.

For the design service phase, the RC/PM rates the Consultant using the information from the written log of the Consultant performance developed by the RC/PM during the design phase of the project.

For the construction support services area, the RC/PM rates the Design Consultant based on the written log developed by the RC/PM during the construction phase and on information received from the Resident Engineer and Inspector. For the construction inspection services phase, the RC/PM rates the Consultant based on the written log developed by the RC/PM during the construction phase.

Asbury Park prepares an evaluation of the overall quality of the design project detailing any errors and omissions and their impact to the project cost and schedule after completion of the construction. Asbury Park RC/PM reviews and signs the evaluation forms and discusses the evaluation with each Consultant.

Asbury Park keeps records of consultant selection and executed contract on file for a minimum of seven years following submittal of final invoice to NJDOT-Local Aid Office.

5.0 Advertisement/Award of Construction Contracts

- Asbury Park/RC will send NJDOT Local Aid a schedule of advertisement, anticipated bid date, start date for construction, and a current construction bar chart (Critical Path Method Schedule.) prior to advertisement. NJDOT Local Aid must review and approve the Advertisement. Upon approval, Asbury Park will advertise the project for construction bids within 60 days from the date of the Construction funding authorization letter from NJDOT Local Aid.
- If Asbury Park uses its own format for the bid proposal; the construction items and quantities must be the same as the final plans, specs and estimate; as submitted with the

authorization request. Any modifications to the construction items and quantities will require NJDOT and FHWA's prior approval and authorization.

Asbury Park RC/PM submits bid documents (Plans, Specifications & Estimate) to the Governing Body/Business Administrator's Office, requesting advertisement of the project.

The project advertisement is published once a week for three consecutive weeks in two legal newspapers (1 Local and 1 Regional). Asbury Park allows a minimum of 10 working days after the last date of advertisement prior to receiving bids. Copies of all advertisements must be submitted to the NJDOT Local Aid.

The Contract completion date as noted in the bid documents will be specified in the project specifications with provisions for liquidated damages as per NJDOT 2019 Standard Specifications for Road and Bridge Construction section 108.20.

LPA will place the following language into the construction bid solicitation:

- The Disadvantaged Business Enterprise goal is ____%. These requirements should be indicated in the proper locations on Federal Attachment No. 1.
- The number of Training Positions will be '___' where feasible consisting of at least '___' Apprentices and '___' Trainees (Total Trainees Hours = ____). These requirements will be indicated in the proper locations on Federal Attachment No. 2.
- It is recommended that the DBE and Trainee goal be included in the bid advertisement.
- Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate.
 - General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Wage Determinations online website at <https://beta.sam.gov/search?index=wd>. Select state, LPA and construction type heading: HIGHWAY where the Project is to be performed then click Search.
 - State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's website at https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations

[.html](#). The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25 et seq.).

- If an employee of the Contractor or subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default.

The Wage Rates from the above listed websites must be downloaded not more than ten (10) days prior to advertisement and inserted into the final bid specifications.

- “Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.”

Asbury Park will receive the bids at the time and place specified, and verifies the required documents shown on the Bidder's checklist are included in the bid proposal at the bid opening. The RC/PM is also present at the bid opening.

Representative of Asbury Park provides the RC/PM with copies of all responsive bids proposal packages after the bids are opened and read to the public. The RC/PM provides a copy of the bids (meeting Asbury Park and NJDOT Civil Rights requirements listed below Pre-Award of Contract) to the engineering firm retained to perform construction support services, requesting a bid analysis to ensure that bids are balanced. The engineering consultant makes recommendation and notes any discrepancies.

Pre-Award of Contract

- **Asbury Park's solicitation will state that bidders must submit the following forms either at the time of bid or within 5 days after bid opening:**
 - A completed and signed Form CR-266 – Schedule of DBE/ESBE/SBE Participation listing each DBE firm being used to meet the Contract goal. Forms can be downloaded from: <http://www.state.nj.us/transportation/business/civilrights/forms.shtm>. Revisions to the CR-266 will not be accepted after its initial submission and prior to award of the Contract. (A statement that all forms can be downloaded from the site location above will be included in the Specifications and Bid Advertisement)

- A completed and signed Verification of DBE/ESBE/SBE Firm (Form CR-273) for each firm listed on the CR-266 to demonstrate direct written confirmation from each DBE firm of willingness to participate on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266. This form must be completed in its entirety and signed by each DBE firm.
- A completed and signed DBE/ESBE/SBE Regular Dealer/Supplier Verification (Form CR-272) for all Regular Dealers/Suppliers listed on the CR-266 form, if applicable. This form must be completed in its entirety and signed by each DBE firm.
- A completed and signed DBE/ESBE/SBE Trucking Verification (Form CR-274) for all DBE trucking firms listed on the CR-266, if applicable. This form must be completed in its entirety and signed by each DBE firm.
- Documented evidence of good faith efforts if the bidder's commitment shown on the CR-266 fails to equal or exceed the contract DBE goal.

Immediately after the five day Civil Rights document submittal period following the bid opening, LPA will verify that all forms have been submitted and email to the Local Aid project manager as well as cc. DOT-CR.Verifications@dot.nj.gov the following:

- The above noted forms submitted by each bidder.
- A list of all responsive bidders as determined by the LPA's Legal Department in the order of lowest bidder to highest bidder.

The process for contractors who fail to meet the required contract goal can be found in Section 102.13.01 of the 2019 NJDOT Specifications. A request for an administrative reconsideration can be made as per Section 102.13.01 of the NJDOT 2019 Standard Specifications.

Firms listed on the CR-266 will not be counted toward the Contract DBE goal unless completed and signed CR-273 form(s), and applicable CR-272 and CR-274 form(s) are submitted to the LPA within the 5 days after bid opening.

NJDOT Civil Rights will review the submitted forms and if the apparent lowest responsive bidder meets the Contract DBE goal, will issue an approval to the Local Aid Project Manager. LPA will then be notified that they can proceed with the award of this project.

LPA MAY NOT AWARD A CONTRACT PRIOR TO THE DEPARTMENT'S APPROVAL AS PER SECTION 102.15 "DISQUALIFICATION OF BIDDERS" IN THE PROJECT SPECIFICATIONS CONSISTENT WITH THE FOLLOWING:

- Failure to submit CR-266 completed and signed with CR-273, applicable CR-272 and CR-274 signed and completed at the time of bid or within 5 days after bid opening will be considered as non responsive bid, and bid will be rejected. No corrections or editing will be allowed after the forms are submitted.
- If the submitted CR-266 form does not meet the contract DBE goal, the bidder must submit at the time of bid or within 5 days after bid opening documentation of "good faith effort". Submittal of such information does not imply NJDOT Division of

Civil Rights & Affirmative Action (DCR/AA) approval. The Department's DCR/AA has sole authority to determine whether the contractor is meeting the contract DBE goal or made adequate good faith efforts to do so.

Award of Contract

- LPA will award the construction contract within 4 months of the date of the authorization to advertise notification from NJDOT Local Aid. LPA understands that failure to award construction within 4 months of NJDOT's letter may result in the withdrawal of funding. Withdrawal of funds may require the project to be reprogrammed by the MPO and rescheduled for approvals in the Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP) and reauthorization of funds by FHWA. This could result in significant project delays.
- Upon award of construction contract, LPA will submit the following to NJDOT Local for the concurrence in the award of construction contract:
 - Certified copy of the bid summary
 - Original resolution of award
 - Bid analysis*
 - Affidavits of advertisements
 - Written verification that the contractor and/or subcontractors are not on the debarred list
 - Record of Bid opening
- If the bids are rejected for any reason, NJDOT Local Aid will be notified in writing before readvertising. A written justification for the denial will also be submitted.
- *LPA will complete and submit a copy of the bid analysis prepared in accordance with the FHWA's Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, dated January 20, 2004 {Formerly T5080.4} per the Guidelines:
<http://www.fhwa.dot.gov/programadmin/contracts/ta508046.pdf>.

Construction Project Agreement - LPA will provide the following to NJDOT Local Aid (under separate cover letter)

- Within 45 days of receiving the agreement, LPA will provide two (2) original signed and sealed copies of the Construction agreement along with a signed/sealed Resolution for execution by the NJDOT.
- Certification by LPA that all projects constructed with Federal funds require full-time construction inspection and oversight. LPA understands that failure to follow all Federal guidelines may result in the loss of Federal reimbursement.
- No reimburseable work can be performed until the project agreement is executed by the NJDOT.

In addition, the RC/PM and/or the Design Consultant performs the following:

- a) Reviews recommendation letter from the consultant and requests corrections as necessary
- b) Verifies DBE/ Contractors are on the NJ certified list.
- c) Verifies that the DBE/ requirements are being met and that approval from NJDOT Civil Rights has been received.

If Asbury Park rejects the bids, they must notify the Local Aid Office in writing, explaining the reason(s) the bids were rejected as per Federal Aid Policy Guide. The FHWA has to be notified prior to Asbury Park re-advertisement of the project (as per 23 CFR section 635.114).

Once the bid analysis is accepted and completed, and approval from NJDOT Civil Rights received, a letter recommending the award is submitted to Asbury Park's Governing Body/Business Administrator's Office who contacts the selected construction company and requests the necessary legal documents for the award of contract. Once the legal documents are submitted, the contract is scheduled to be presented before the Municipal Council for adoption of Resolution to approve award the contract.

Asbury Park Counsel prepares a contract to be signed by authorized representatives of both Asbury Park and the lowest responsible bidder after Asbury Park receives a letter of concurrence of award from the NJDOT. The contract does not become effective until it has been fully executed by all parties.

6.0 Construction Project Management

Title 23 CFR 635.105 specifies oversight requirements for locally administrated federal aid construction projects, which mandates a full-time employee to be responsible charge of Federal-Aid construction projects and to work in conjunction with the consulting company providing Construction Management and Construction Inspection Services outlined by the RFP as described in a separate section of this document.

In accordance with 23 CFR 635.105, a full-time Asbury Park employee will be designated to be the "Responsible Charge" for each federally funded project. This protocol will be required and applied even when consultants are providing design/contract administration/ or other engineering services on the project.

6.1 Responsible Charge/Project Manager (RC/PM)

Asbury Park will provide a full-time employee as required by Title 23 CFR 635.105(a) to be in responsible charge of the construction project. The responsible person in charge is the RC/PM for

the project. This applies even when a Consultant provides construction engineering services. The RC/PM is involved in the entire project from start to finish, including the close out process. The RC/PM is required to have completed the Rutgers CAIT Responsible Charge Training Course. A RC/PM can be, if needed, acting as responsible charge on more than one project and directing Asbury Park personnel to specific projects.

The RC/PM is aware of the qualifications, assignments and on the job performance of the consultant.

The RC/PM schedules the pre-construction meeting after the contract has been signed, and insurances and bonds are posted to the satisfaction of the Corporation Counsel thru the Legal Department. A Notice to Proceed is issued after the pre-construction meeting specifying the start date, the duration of the project as per the specifications and the completion date.

The RC/PM, who is accountable for the project, may share duties with the Resident Engineer (Consultant Inspection Services), however the RC/PM is responsible for the following:

- a. Administers Government project activities, in regard to cost, time, adherence to contract requirements, construction quality and scope of Federal-aid-projects.
- b. Maintains familiarity of day to day project operations, including project safety issues. At a minimum, requires to the Resident Engineer to check daily the maintenance and protection of traffic control to ensure it is set up as established on the bid documents and request the Contractor to resolve any non-conformance issues found.
- c. Makes and participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements.
- d. Visits and reviews the project site on a frequency appropriated to the complexity of the project, maintains record of these visits on a hard copy diary document.
- e. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to eliminate the possibility of fraud, waste and abuse and for accuracy and compliance with the plans and specifications.
- f. Directs project staff, Asbury Park or consultant, to carry out project administration and contract oversight, in all aspects including proper documentation in regarding records and daily entries.
- g. Ensures that the project receives adequate supervision and inspection to ensure that work is accomplished in conformance with approved plans and specifications.
- h. Ensures Source Documents related to material testing, material certifications, daily inspection report, DBE participation, project completion, project schedules and Buy America certifications to be strictly controlled by the Resident Engineer (retained consultant) under direct supervision of the RC/PM to ensure that all records are properly maintained.

6.2 Construction Inspection

Title 23 CFR 635.123 requires projects receive adequate supervision and detailed construction inspection to ensure construction is completed in conformance with the approved plans and specifications. All activities delineated in this Section are to be done by the consultant selected for Construction Inspection Services as Resident Engineer/Inspectors, under the supervision of the RC/PM, who will request revisions or additional information as needed.

Asbury Park procures Consultant for Engineering Inspection Services which in conjunction with the RC/PM will oversee the construction and to ensure construction is completed in conformance with the approved plans and specifications.

Following the preconstruction meeting, the Contractor must agree to commence work on a date to be specified in a written "Notice to Proceed" by the RC/PM and fully complete the project within the specified calendar days in the contract documents.

Attendees of the pre-construction meeting will be the RC/PM, Contractor, construction inspection consultant, the design consultant, police, utility companies, local representatives, and NJDOT-Local Aid Office, and NJDOT Civil Rights. The following items will be included in the pre-construction meeting agenda:

- a. Project Description
- b. Key personnel
- c. Construction schedule
- d. Utilities,
- e. Maintenance and protection of traffic
- f. Sub contactors
- g. Items of Construction
- h. Progress meetings frequency
- i. Material Questionnaire
- j. Change Orders
- k. Material sampling requirements
- l. Certificates of compliance for all materials
- m. Buy America requirement
- n. DBE goal and requirements
- o. Trainee Goals & Requirements(if Applicable)
- p. Invoicing
- q. All other federal guidelines and requirements
- r. Final inspections

A NJDOT representative will discuss the Federal Project Requirements and will describe their role of routine check for compliance, additional federal forms will be provided to Contractor.

No construction work shall be allowed on the project before the Federal Aid agreement is executed between the NJDOT and Asbury Park, a pre-construction meeting is held, the progress schedule is approved, the field office has been established, and the right-of-way limits, limits of the construction, environmentally restricted areas have been laid out and all environmental agencies that issued permits have been notified. The resident Engineer under the supervision of RC/PM, will schedule, create agenda, maintains notes and records all related to progress meetings.

Progress meetings will be arranged as often as necessary.

Resident Engineer reviews all the items submitted by the Contractor such as but not limited to material questionnaire (DC-2891), list of Sub-contractors, affirmative action plan, list of DBE Firms, project work schedule, list of the emergency contact telephone number, material certifications, list of suppliers and mix design reports.

Asbury Park, in executing the inspection of the project, will use the 2019 NJDOT Standard Specifications, the approved project Supplementary Specifications, NJDOT Standard Roadway Construction, Traffic Control and Bridge Construction Details, MUTCD and the project plans. The field inspection team will accurately maintain records during construction including daily inspection reports, engineer's diary, material delivery tickets, material certifications, material questionnaires DBE requirements, material testing results and Buy America Certification.

All activities on the project are documented in the daily inspection reports using NJDOT Daily Inspectors Report Form (DC-29) and the Item Summary Sheet Form (DC-70). The inspections report are supplemented with field notes that includes measurements (length, width, depth, slope), calculations (area, volume, weights), sketches, a statement of compliance with the plans and specifications, any field changes, comments, delivery tickets that have to be received and initialed by the inspector before placement.

The Resident Engineer will use the summary of pay items to develop the monthly payments and submit them for review to the RC/PM.

The Resident Engineer will ensure that testing of materials is properly conducted and documented in the project file and referenced in the daily reports. The inspection reports are signed and dated by the Inspector and reviewed and initialed by the Resident Engineer. The item summary sheets are used to verify and negotiate the Contractor's payment requests.

The inspection team performs wage rate inspection using the required forms including Form DC-126 and verify that the prevailing wage rate requirements of 23 U.S.C. and the Davis-Bacon Act are met.

The inspection team will make sure that all the environmental commitments and/or permit requirements are met and all required Civil Rights notices are posted at a location visible at the project site. These will be documented in the daily inspection reports.

The maintenance and traffic control plan impacting work zone and pedestrian safety must be reviewed by the resident engineer on a daily basis and be in compliance with the MUTCD and a request to the Contractor to correct or supplement accordingly. A record of this daily inspection must be included on the daily report. The inspection team shall ensure that all the pedestrian facilities constructed in accordance with Section 504 of Rehabilitation Act of 1973 and Title II of ADA Act of 1990 and in accordance with AASHTO standards and Americans with Disabilities Act, Accessibility Guidelines (ADAAG).

The inspection team, under the RC/PM supervision, monitors and requests corrections from the

Contractor as needed of: progress schedule, Contractor payments and contract completion to make sure full adherence to the approved schedule and specified contract time.

The inspection team shall monitor that the DBE/ESBE goals identified in the approved bid documents on the Form CR-266F-Schedule of DBE Participation for the project are met. The inspection team verifies and ensures that the work to be performed by DBE Sub-contractors is being performed by the previously approved DBE Firms listed on the Form CR-266F. The Resident Engineer will use the daily reports to document the on-site monitoring.

Any changes to the DBE Goals or Contractors must be submitted to NJDOT on revised Form (CR-266) for approval. Section 108.01 of the NJDOT specifications must be followed.

The RC/PM submits to NJDOT the following documents monthly:

- a. Form DC-126 - Wage Rate Inspection
- b. Form DC-127- Monthly Summary of Contractors Payrolls
- c. Form 347 Statement of Compliance and Certified Payrolls
- d. Form CR-267 -Monthly Report, DBE Utilization
- e. Proof of payment to all subcontractors (DL-72)
- f. Cancelled checks as proof of payment for DBE subcontractors

The RC/PM ensures that the Contractor and his sub-Contractors submit CC-257 electronically each month. Copies shall be submitted to NJDOT Local Aid Office with each payment voucher.

6.3 Payment Procedure

Project Billing

- LPA will provide NJDOT Local Aid with an initial billing (payment voucher) for the construction project no later than 3 months after NJDOT has concurred in the award of the construction contract. NJDOT may receive subsequent billings (payment vouchers) on a monthly basis after the initial billing but no later than 3 months thereafter as stipulated in the project agreement. LPA understands that failure to meet the billing requirements may result in the restriction of authorization of any future FWA funding until such time as progress on timely billings is demonstrated.
- The project will be considered “Inactive” if LPA fails to submit an invoice within the durations described in 23 CFR 630.106. It is LPA’s responsibility to ensure that the federal funding is not jeopardized for this project due to an “Inactive” project status.

The Contractor submits request for payments to Resident Engineer who verifies the work and quantities. The RC/PM reviews them for completeness.

The monthly payment estimates are prepared based on the field measured quantities recorded in the daily inspection reports, and the summary of the pay item sheets, and include payments for the quantities of work that have been fully completed and are acceptable to the Resident Engineer

and RC/PM.

The RC/PM verifies bid unit prices and calculation of payment amount.

The RC/PM verifies Contractor submission of certified payroll, DBE utilization report (if applicable), monthly utilization report, and training report (if applicable) and notifies the Contractor if any additional information is needed.

The RC/PM stamps the invoice with the date it was received. The RC/PM has 10 days to review the invoice. If prompt payment is applicable, Asbury Park shall make payment to vendors on or before sixty (60) calendar days from the date on which the properly executed Payment Voucher was received, or the receipt of goods or services, whichever is later.

All deficiencies that prevent processing will be identified and the invoice will be returned to the vendor within 10 days of receipt by letter citing the deficiencies. The return date shall be recorded in the log.

Mathematical errors or other items identified as non-payable items can be marked within the payment voucher package. Any changes must be crossed out, and the initials and date must be placed next to the change(s). The payee shall be notified of any reductions.

For Professional Services: The consultant sends a certified invoice with progress schedule to the RC/PM; the RC/PM reviews the invoice to ensure there are no discrepancies. If the invoice has no discrepancies, the RC/PM makes recommendation for payment to Asbury Park Business Administrator/ Finance Department to issue a Purchase Order for the Consultant signature. Once the signed Purchase Order is returned to the Finance Office, a check is mailed to the vendor.

For Construction Services: The contractor sends the invoice to the Resident Engineer who reviews the invoice to ensure there are no discrepancies. If the invoice has no discrepancies, the RE recommends payment to the RC/PM; the RC/PM reviews the invoice to ensure conformance. If the invoice conforms, the RC/PM recommends payment to Asbury Park Business Administrator/Finance Office who in turn reviews/approves the invoice and issues a Purchase Order for the Contractor signature. Once the signed Purchase Order is returned to Finance, a check is mailed to the vendor. The following criteria shall be met for an invoice to be processed:

- a. Payee has signed and dated the invoice. At least one copy must have an original signature.
- b. Payee has signed and dated the Payment Voucher declaration.
- c. Progress report shall accompany the invoice, in accordance with Section 6.2 (b) of the Federal Aid Agreement.
- d. Evidence of costs incurred to date in the form of payroll certifications or receipts of contractor payments.
- e. Federal contract compliance documents in accordance with Section 6.2 (b) of the Federal Aid Agreement have been submitted and verified during the billing period.
- f. Change Orders if applicable (prior approval required)

- g. Cost incurred dates for all submissions are within the appropriate timeframe. For example: billing period, following authorization, notice to proceed, and approved contract modification dates, prior to contract completion dates, etc.

Request for Partial payments to NJDOT

The RC/PM prepares the documents and submits invoices for reimbursement to the NJDOT-Local Aid Office either monthly or quarterly on PV forms in accordance to the Federal Aid Guidelines

Progress Reports will accompany all payment vouchers and shall include:

- 1) narrative description of work performed during the payment period and any difficulties or delays encountered;
- 2) comparison of actual accomplishments to the goals established for the payment period;
- 3) comparison, by tasks, of costs incurred with amounts budgeted, and;
- 4) comparison, by task, of work performed compared to the schedule, including a percentage of the total work completed. This requirement can be met by including a bar chart showing schedule timing and actual progress.
- 5) Copies of contract compliance documents as completed for the voucher payment period by the Resident Engineer that is designated by the Subrecipient, a complete set of which shall be furnished by the State at kickoff and/or preconstruction meetings.
- 6) Electronic copies of the DC-29s and DC-70s for that voucher payment period.

Final Inspection, Payment and Closeout

- Requests for final inspection and acceptance to NJDOT shall be made by LPA no later than 30 days following Substantial Completion of construction.
- Close-out documents shall be submitted by LPA to NJDOT within 6 months of receipt of acceptance by NJDOT.

LPA understands that failure to meet the time requirements for project close-out may result in the restriction of authorization of future FWHA funding until such time as progress on close-out is demonstrated.

LPA may appeal decisions made by NJDOT regarding all above compliance issues on a case-by-case basis, but NJDOT reserves the right to make a final determination whether to continue funding the project or not. LPA understands that NJDOT will be reviewing the status of the federal-aid agreement and the issues associated with compliance on a monthly basis.

The Resident Engineer, the Design Consultant, and the RC/PM in the presence of the Contractor will perform the final inspection once all the pay items of the project have been completed. The Resident Engineer will provide the Contractor with a punch list of items to be corrected.

The RC/PM also notifies the NJDOT-Local Aid in writing that the project is substantial completed, once all the pay items have been completed.

NJDOT-Local Aid will inspect the project site along with the RC/PM and Resident Engineer/Inspector and inform Asbury Park of any necessary corrective action required in writing

The RC/PM will notify the NJDOT in writing after the Contractor has corrected the work included in the punch list and the corrective action list developed by the Resident Engineer/inspector and NJDOT.

NJDOT and Asbury Park will perform the final inspection and if Asbury Park and NJDOT deem all the work acceptable, the RC/PM will begin preparing the final change order (if required), final payment, and as-built quantities.

6.4 Chief Financial Officer Certification

After final payment has been submitted and paid. The RC/PM submits the project file to the Chief Financial Officer who in turns assigns staff from the Finance Department to conduct internal review and audit. The internal auditor may recommend revision and amendment to the project cost, if necessary. Once audit is completed the Chief Financial Officer certifies the project total cost.

The RC/PM submits the following to NJDOT once the final payment has been issued to the Contractor.

- a. Final Payment Voucher (Form PV) along with back up documentation (copies of the payments to the Contractors)
- b. Chief Financial Officers Certification
- c. Engineer's Certification for Project Completion
- d. Federal Aid Change Order (Form DC-173A)
- e. List of As-built quantities
- f. Evidence of Contractors and sub-contractors Payroll compliance
- g. Form DC-123- Contractors Final Certificate of Compliance
- h. Form DC-126- Wage Rate Inspections
- i. Form DC-127- Monthly Summary
- j. Form 347- Statement of Compliance
- k. Evidence of Contractor's EEO compliance
- l. Form CC-257- Monthly Employment Utilization Report (electronically)
- m. Form FHWA-1391- Annual EEO Report (only for active projects during July)
- n. Release Statement from Agreement for Federal Aid
- o. DC-29's and DC-70's (electronically)
- p. CR-268
- q. Calculations for asphalt and fuel price adjustments
- r. Letter certifying all corrective work has been completed

The RC/PM organizes and stores the file for the project indefinitely.

Records Retention

As per State of New Jersey Requirements, “All documents and records, from Consultant Selection through completion of Construction, up to and including payment of the final invoices and vouchers, will be retained for a minimum of 7 (seven) years following payment of final invoice and closeout of the project. Warranty item documents will be retained for a minimum of 3 (three) years from the end of the warranty period.”

6.5 Source Documentation

Asbury Park complies with Title 23 CFR 635.123 to provide for adequate assurance that the quantities of completed work will be determined accurately and on uniform basis. All related source documents upon which payment is based must be matter of record, as basis for the determination of acceptable pay quantities and monthly payments to the Contractor. The means and methods consisting of notes and/or daily reports for the documentation of length, width, depth and slope, calculations of area, volume, weights, sketches must be presented by the Resident Engineer, assigned to the project to protect the public interest and to ensure that the number, size, and characteristics of what being delivered match the plans/specs. The following is a list of the documents and procedures normally accepted as proper source of documentation:

- a. Delivery tickets are received initialed by inspector prior placement of materials
- b. Testing of materials is documented in the project files and referenced in daily inspection reports.
- c. Form DC-29 is used for daily inspection reports and the instruction on the DC-29 are followed. DC's are supplemented with field notes, pay quantity summaries and photographs that tie the work being done to the plans, specifications and related contract documents
(<http://www.state.nj.us/transportation/business/localaid/documents/DC29>)
- d. Inspection reports are signed and dated by the inspectors.
- e. The Resident Engineer reviews and initials the daily inspection reports.
- f. The Resident Engineer prepares a summary of pay quantities based on the daily inspection reports
- g. The Resident Engineer uses the summary of pay items to develop periodic pay estimates for the RC/PM. The summary of pay items must be used for comparison and negotiations of Contractor payment request. The RC/PM must ensure proper payments are being made in accordance with the contract provisions. Upon acceptance of the negotiated Contractor payment, a voucher request will be forwarded to Asbury Park Chief Financial Officer for Contractor payment.
- h. The Resident Engineer reviews prevailing wage rate requirements of 23 U.S.C and the Davis-Bacon Act, and documents in Asbury Park's project files.
- i. NEPA and all environmental commitments and/or permit requirements must be met and documented in the daily inspection reports.
- j. All pedestrian facilities must be constructed or reconstructed in accordance with the American with Disabilities Act (ADA) of 1990; Section 504 of the Rehabilitation Act of 1973; 28 CFR Part 35.151 (e) and NJDOT Standard Construction Details.

- k. DBE requirements are monitored and enforced to ensure compliance with 49 CFR 26; the contract plans, specifications and related contract documents; the NJDOT Construction Handbook Section V, Subsection B and NJDOT DBE/ESBE Programs.

6.6 Buy America

Steel or iron products including application of coating permanently incorporated into federal-aid projects must be manufactured in the United States as per Title 23 CFR 635.410 requirements. These requirements apply to the entire federal-aid project. There is no exemption for steel and iron purchased with other than federal funds. Minimal use of foreign steel or iron is permissible if the cost of such materials does not exceed one-tenth of one percent of the total cost or \$2,500, whichever is greater.

Pursuant Section 3 of this document, the RC/PM, as responsible charge, will request to the Resident Engineer and Inspector to ensure that the Buy America Certification be provided at the time of material delivery. No steel or iron will be incorporated into the project without a signed Buy America certification. The certification must be properly labeled as per project specific, and be current, dated, signed and notarized, and specific to the materials at hand and should be delivered prior to steel/iron material is installed. The certification must be printed on the supplier letterhead. This will be documented in the daily inspection reports.

The Resident Engineer will maintain a log of all the steel placed on the project; permanently incorporated, temporary, and temporary but must remain in place (stay in place forms, temporary sheeting left in place by the Contractor).

6.7 DBE Compliance

A specified DBE goal is received from NJDOT-Local Aid by Asbury Park and included on the Federal Attachments of the bid documents. The RC/PM and the Resident Engineer continuously monitor DBE and Trainee participation and perform Commercial Useful Function reviews as the project progresses and are responsible for ensuring the DBE contract goals will be met at the time of project completion. Under the supervision of the RC/PM, the Resident Engineer is responsible and maintains a separate file for:

- a. Verification of Recommendation to Award memorandum and the schedule of Participation DBE Form CR-266, to determine status of Sub-contractors to monitor for compliance.
- b. During the course of the Contract, monitors true participation by comparing DBE goal commitments against Request for Approval to Submit Form DC-18; also, cross check the daily reports with each affected Form DC-18, the Recommendation to Award and the Utilization of DBE/SBE Monthly Report Form CR-267.
- c. Ensure all DBEs are performing Commercial Useful Function (CUF) Reviews.
- d. Uses the Daily Work Report to document on-site monitoring of stipulated DBE work items and Contractor performing the work under to ensure compliance.

- e. Notifies the RC/PM and the Contractor in writing of any violations and will direct the Contractor to comply with the requirements. Revisions to the approved DBE program can be made only upon the Contractor submittal of the revised Form CR-266F. The resident Engineer must follow-up promptly to ensure timely solution.
- f. For any DBE/ESBE goal commitments, outlined in the Specifications, which are not fulfilled, the contractor must promptly submit supporting adequate Good Faith Effort with Form CR-268, this will be reviewed by RC/PM and recommended documentation for approval and sent to NJDOT-Local Aid Office. Changes to DBE compliance must be approved by NJDOT Office of Civil Rights.
- g. Executed sub-contracts
- h. DC-18's, cancelled checks showing payment to sub-contractors – copies of front and back of check to be provided
- i. DC 18s must be provided to NJDOT Local Aid before subcontractors begin work.

6.8 Contract Changes, Project Schedule, Contract Completion

Contract Changes/Change Orders

Changes in the plans and specifications, and extra work (if necessary) are to be done in accordance with the requirements of NJDOT Standard Specifications, Section 104.03 and Title 23 CFR 635.120 and the procedure outlined below.

Contract changes must be monitored and documented daily. The Contractor may not deviate from the requirements of the contract unless and until a field order is issued by Resident Engineer upon approval by the RC/PM and NJDOT Local Aid. Contract line item overruns are not permissible without formal requests by the Contractor and approvals by the RC/PM. All new or supplemental costs must be negotiated, itemized and justified. All documentation of the negotiations, including the basis of cost, must be on file and included in the change order request.

The Resident Engineer will notify the RC/PM once it becomes apparent that a change to the Plans and/or Specifications is required. After reviewing the plans and/or Specifications to determine if the change is valid and necessary in conjunction with the consultant who designed the project the potential extra work is evaluated and recommended for approval.

The RC/PM notifies the NJDOT- Local Aid Office once it has been established that a Change Order for changes in the contract quantity or extra work/new work is necessary and prepares a field order. The form shall state the description of the change or extra work (new work), reason for the change, value of the change (increases or decreases against the contract price). Time is also evaluated as part of the change order. This form will authorize the Contractor to proceed with the work upon written approval from NJDOT Local Aid.

The Contractor should provide to the Resident Engineer a detailed cost proposal (materials, labor, equipment, overhead) for extra (new work). The cost will be reviewed by the Resident Engineer and the RC/PM, documented, and negotiated based on the cost estimate prepared by the Resident

Engineer, under the supervision and approval of the RC/PM, for the extra work cost presented by the Contractor. The negotiated costs will be included in the change order. The change order will be signed by the Contractor, the Resident Engineer and submitted to the RC/PM for review. If the price for extra/new work cannot be mutually agreed upon, Asbury Park will initiate work by force account as per Section 104.03 of the Standard Specifications.

The RC/PM prepares a Federal Aid Change Order (DC-173A) and submits it to NJDOT for their review and approval once the Municipal Council approves the change order. The Change Order will serve as a contract document adjusting the contract price. Any amounts in excess of the authorized contract amount cannot be expended until the Change Order is approved. Time should always be evaluated as part of a change order, because it will change the contract time and contract completion date, therefore any change order must include the required additional time for extra work.

The RC/PM will notify NJDOT if during the course of construction, an inherent job condition should arise, and said condition, if not immediately corrected or changed, would unduly delay the Contractor. Upon the written authorization of the NJDOT, the Contractor will be instructed by field order and Asbury Park will proceed with the approval of the change order at the next available Municipal Council meeting.

6.9 Field Orders (Appendix E)

The RC/PM will notify NJDOT Local Aid, if during the course of construction, an inherent job condition should arise, and said condition, if not immediately corrected or changed, would unduly delay the project completion. The Contractor will provide to the Resident Engineer and RC/PM a detailed cost proposal (materials, labor, equipment, overhead) for extra (new work). The negotiated cost will be sent to NJDOT Local Aid and included in the Change Order (Form DC-173A). Upon approval by NJDOT Local Aid, the Contractor will be instructed by Field Order to proceed with the work.

The process for a Field Order shall be as follows:

- a. The contractor shall immediately notify the Resident Engineering that there is a need for a Field Order.
- b. The Resident Engineer shall set up a meeting in the field to include the Contractor and the RC/PM to discuss the needed change, potential cost impacts and potential changes to the Progress Schedule.
- c. Once the change has been agreed upon by all parties, the Resident Engineer shall issue, after the meeting, a written description of the change, including the immediate need for the change and the anticipated cost.
- d. The RC/PM will evaluate the Field Order request and, if acceptable, immediately notify the NJDOT Local Aid by e-mail. Upon written approval from NJDOT Local Aid, the Resident Engineer shall then issue a verbal approval to the contractor. The contractor can then proceed with the Field Order. The Resident Engineer will immediately prepare a

written approval of the Field Order after verbal approval is given. The Resident Engineer shall record and verify all work and quantities related to the Field Order and immediately notify the RC/PM if the estimated work for the change should differ significantly from what was discussed. If there are significant differences, RC/PM shall decide whether a revised field change order is required.

- e. The RC/PM will proceed with the approval of the Field Order at the next available Municipal Council meeting and submit to NJDOT Local Aid for formal approval by use of a Federal Aid Change Order (Form DC-173A) as outlined above.

7.0 Contract Completion Date

Contract Completion – Time of Completion and Liquidated Damages shall be in accordance with NJDOT Standard Specification, Section 108.10. The RC/PM issues a formal “Notice-To-Proceed” (NTP), once all Civil Rights documents have been submitted and approved by the NJDOT and all Pre-Construction Meeting Checklist items are completed. The NTP must include the Contract Completion Date.

The Resident Engineer with the supervision of RC/PM, schedules progress review meeting periodically to evaluate the progress on the project and request progress schedule updates from the Contractor. If the Contractor falls behind the schedule, the Contractor will be notified in writing and asked to make every effort to improve the progress.

The Contractor will be advised by the Resident Engineer, who will ensure that, contract time extensions will only be granted for excusable delays specified in Section 108.11 of the NJDOT 2019 Standard Specifications and shall be submitted and approved by Change Order as the project progresses and at the time an excusable delay occurs.

If the Contractor fails to complete the contract within the contract time specified in the contract documents, the Contractor will be charged liquidated damages for each working day that the Contractor fails to complete the construction project in accordance with the “schedule of liquidated damages” included in the project specifications.

The RC/PM monitors the project progress and the Resident Engineer and Inspector documents any contract delays throughout the duration of the project. A Contractor request for a contract time extension shall be fully justified, adequately documented, and submitted at the time the excusable delay occurred. A revised progress schedule will be submitted documenting how this delay affected the critical path of the project work. Contract time extensions need approval from NJDOT and Asbury Park.

Liquidated Damages

Information regarding Liquidated Damages is included in the Contract Special Provisions – Time of Completion and Liquidated Damages are in agreement with 2019 NJDOT Standard Specification, Section 108.20, will be followed which is defined as the daily amount set forth in the contract to be deducted from the contract price to cover for additional cost incurred by Asbury Park because of the Contractor’s failure to complete work within the specified Contract Time.

The Contractor must be advised by the Resident Engineer that Liquidated Damages will be assessed at each time that the progress schedule is not been met.

Progress Schedules

The RC/PM with the assistance of the Resident Engineer reviews progress schedule and monitors the contract progress to evaluate impacts to contract time in accordance to Section 153 of NJDOT Standard Specifications. Progress payments are compensation for value of work performed during a covered period as specified in Title 23 CFR 635.123. The RC/PM monitors and documents the project's progress, Contractor payments and contract completion to ensure compliance to the approved project schedule and contract time.

7.1 Change Order Protests/Disputed Work

If the Contractor disagrees with any terms and conditions of a Change Order or a Field Order, a written protest must be submitted to Asbury Park within 15 days of receipt of the Change Order in accordance with Section 104.03 of the NJDOT Standard Specifications.

Asbury Park will notify NJDOT-Local Aid of the Contractor's written protest. Submission of written protest will not relieve the Contractor from obligation to proceed with the work directed by the Change Order.

Asbury Park will pursue a satisfactory resolution of disputed work issues or claims within a reasonable period of time as required by Standardized Changed Condition clauses per 23 CFR 635.109, NJDOT Standard Specifications and the project Supplementary Specification. The cost to settle work disputes, contract claims, or court awards must be reviewed by NJDOT prior to reimbursement as per 23 CFR 635.124. Any disputed work must be documented in the project records. Disputed work issues or claims must be resolved prior to close out of the project.

APPENDIX A

ORGANIZATIONAL CHARTS

APPENDIX B

SAMPLE RFP

APPENDIX C

CONSULTANT PROPOSAL EVALUATION FORMS & GUIDES

Attachment: Asbury Park Federal Aid Procedures Nov 2020 (2021-147 : Federal Projects Manual)

APPENDIX D

CONSULTANT CONTRACT PERFORMANCE RATING FORMS

Attachment: Asbury Park Federal Aid Procedures Nov 2020 (2021-147 : Federal Projects Manual)

APPENDIX E

FIELD ORDER FORM

Attachment: Asbury Park Federal Aid Procedures Nov 2020 (2021-147 : Federal Projects Manual)

APPENDIX F

SAMPLE PROFESSIONAL SERVICES CONTRACT

Attachment: Asbury Park Federal Aid Procedures Nov 2020 (2021-147 : Federal Projects Manual)

APPENDIX G

TITLE VI POLICY STATEMENT

Attachment: Asbury Park Federal Aid Procedures Nov 2020 (2021-147 : Federal Projects Manual)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-148

Purchase of (PPE) personal protective equipment for city staff (CDBG-CV funds)



RESOLUTION NO. 2021-148

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

RESOLUTION AUTHORIZING THE PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING THROUGH THE CARES ACT

WHEREAS, the City of Asbury Park received \$535,800 in supplemental CDBG-CV funding to Support the Coronavirus Response; and

WHEREAS, the CDBG-CV funding is in response to the COVID-19 Pandemic; and

WHEREAS, the City of Asbury Park will use Community Development Block Grant (CDBG-CV) funds to prepare, prevent for and respond to coronavirus by purchasing Personal Protective Equipment; and

WHEREAS, such purchases will be used to help prevent and protect the spread of Coronavirus in Asbury Park; and

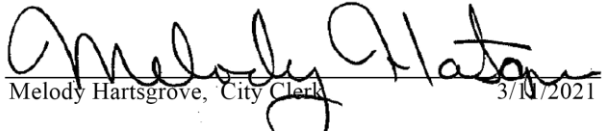
WHEREAS, the City will purchase PPE equipment for city staff from WB Mason, NJ State Contract #88839 and ESCNJ Co-op Contract #PPE-20-21, in the amount not to exceed \$25,986; and Amazon not to exceed \$8,435.78

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-77-850-850-007 of the official budget to which the purchase will be officially charged.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park (the "City") in the County of Monmouth, State of New Jersey authorize the purchase of Personal Protective Equipment.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-148 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 11th DAY OF February, 2021.


Melody Hartsgrrove, City Clerk 3/11/2021

MELODY HARTSGROVE
CITY CLERK

2/9/2021

WB Mason - Submit Order

SR102518 Logged in as
Tracy A. Lizardi
(C1233752)

CHECKOUT

Shipping ▶ Billing ▶ Preview ▶ Order Confirmation

SUBMIT ORDER*Click Submit Order to place your order***Shipping Address**

City of Asbury Park - Treasurer
1 Municipal Plaza
Asbury Park NJ 07712

Additional Shipping

Attention: Tracy A. Lizardi
Phone Number: (732) 502-5710

Billing Address

City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712

Payment and Additional Info

Purchase Order #: QUOTE
Payment: Bill Me On Account

Item Number	Item Description	Type	Price/UOM	QTY	Ext. Price
NWLGPNGAPFXL	Powder-Free General Purpose Gloves, Nitrile, X-Large, 100/BX		\$22.99/BX	70	\$1,609.30
NWLGS1GALWP	Instant Hand Sanitizer, Gallon Bottle with Pump, 4/CS		\$122.67/CS	90	\$11,040.30
NWLMASKN95MOLD	N95 Mask, Disposable, White, 20/BX		\$101.80/BX	100	\$10,180.00
GOJ960624S	Advanced Gel Hand Sanitizer, 2 oz. Flip Cap Bottle, 24/CT		\$47.99/CT	60	\$2,879.40
ATSP93250	Jug Bracket, On Gallon, Bulk		\$13.85/EA	20	\$277.00
Product Subtotal					\$25,986.00
Tax Subtotal					\$0.00
(may include bottle deposits)					
Order Total					\$25,986.00

See our [Returns Policy](#).*Click Submit Order to place your order***SUBMIT ORDER**

Attachment: PPE-1 (2021-148 : Resolution Authorizing the Purchase of Personal Protective Equipment with Community Development Bloc)

1/27/2021

Amazon.com Shopping Cart

All ▾ Enter keyword or product number

Departments

Buy Again COVID-19 Supplies

EN

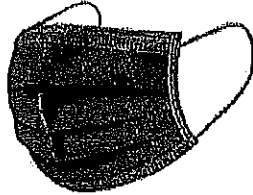
Hello, Cassandra
Account for City of Ansbur...

Lists

Try
Business Prime

99+

Shopping Cart


**Class 1 Protective Face Masks, TITAN
PROTECT 3-PLY Disposable, Black
(50)**

In Stock

Shipped from: TITAN PROTECT

Gift options not available. Learn more

422

Delete

Save for later

Compare with similar items

Price

\$19.99

Save \$1.00

Clip Coupon

Subtotal (422 Items):

\$8,435.78

Proceed to checkout

Sponsored Products related to items in your cart



2000 PCS Blue

4,110

\$159.99

See all buying options



THE DAILY MASK. |

5

\$14.99

See all buying options



Black Mask Disposable

3,470

\$12.55

See all buying options



TCP Global Salon World

20

\$289.96

See all buying options

Subtotal (422 Items): **\$8,435.78**

Your Items

No Items saved for later

Buy It again

RHINESTONE Gel Hand Sanitizer Gallon Refill Large Bottle, Hospit... was removed from Save for Later.

The price and availability of items at Amazon.com are subject to change. The Cart is a temporary place to store a list of your items and reflects each item's most recent price. Learn more
Do you have a gift card or promotional code? We'll ask you to enter your claim code when it's time to pay.

Items with business-only pricing to consider [See more](#)Disposable Medical Grade
234**\$29.59**

Add to Cart

KN95 Face Mask, 60pcs
582**\$78.90**

Add to Cart

EILISON FitMax 3D
466**\$174.97**

Add to Cart

MSAEX 50 Pcs Disposable
9,320**\$14.88**

Add to Cart

Deals trending on Amazon Business

Page 1 of 4

Packet Pg. 142



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 10, 2021
RESOLUTION SUMMARY

2021-149

The City's appointed Tax Collector has resigned. An acting Tax Collector must be appointed to maintain operations.



RESOLUTION NO. 2021-149

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

RESOLUTION AUTHORIZING THE TEMPORARY APPOINTMENT OF AN ACTING TAX COLLECTOR

WHEREAS, N.J.S.A. 40A:9-141 requires municipalities to appoint a Tax Collector; and

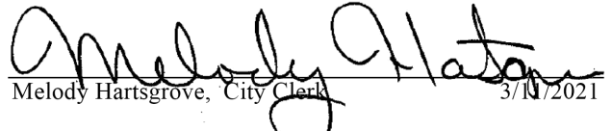
WHEREAS, the City of Asbury Park has a need to temporarily appoint an Acting Tax Collector to serve during the absence of an appointed Tax Collector; and

WHEREAS, the City Manager has recommended the appointment of Patricia Martuscelli, the City's current Assistant Tax Collector, as Acting Tax Collector effective March 8, 2021 until such time that another individual is appointed by the City Council as Tax Collector.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Patricia Martuscelli is hereby temporarily appointed as acting Tax Collector, effective March 8, 2021.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-149 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

CERTIFIED BY ME THIS 11th DAY OF March, 2021.


Melody Hartsgrove, City Clerk 3/11/2021

**MELODY HARTSGROVE
CITY CLERK**



**Asbury Park, New Jersey
ORDINANCE NO. 2021-8**

**AN ORDINANCE ESTABLISHING NEW REQUIREMENTS RELATING TO
STORMWATER CONTROL WITHIN THE CITY OF ASBURY PARK, AND
AMENDING AND SUPPLEMENTING SECTION 30-58, ENTITLED “STORMWATER
CONTROL” OF CHAPTER 30 “LAND DEVELOPMENT REGULATIONS” OF “THE
CODE OF THE CITY OF ASBURY PARK” ACCORDINGLY.**

WHEREAS, the existing stormwater control regulations for the City of Asbury Park (also referenced as the “City”) are currently set forth in Section 30-58, entitled “Stormwater Control,” of Chapter 30 “Land Development Regulations” of “The Code of the City of Asbury Park”; and

WHEREAS, on March 2, 2020, the State of New Jersey adopted amendments (the “amendments”) to the State Stormwater Management Rules at N.J.A.C. 7:8; and

WHEREAS, each municipality in New Jersey is required to adopt a revised Stormwater Control Ordinance (also referenced as the “SCO”) which reflects the amendments; and

WHEREAS, the New Jersey Department of Environmental Protection (the “NJDEP”) has prepared a model SCO (the “model ordinance”) to assist municipalities in revising their stormwater control ordinances to reflect the amendments adopted by the State; and

WHEREAS, the provisions referenced below are consistent with the amendments and the model ordinance, with limited revisions specific to the City.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the existing provisions contained within Section 30-58, entitled “Stormwater Control,” of Chapter 30 “Land Development Regulations,” of “The Code of the City of Asbury Park” are hereby repealed in their entirety.

NOW, THEREFORE, BE IT FURTHER ORDAINED, that a new Section 30-58, also entitled “Stormwater Control,” is hereby established for the City as set forth below:

Chapter 30. Land Development Regulations

30-58. STORMWATER CONTROL.

30-58.1. Scope and Purpose.

a. Policy Statement. Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

b. Purpose. The purpose of this section is to establish minimum stormwater management requirements and controls for “major development,” and “minor development” as defined below in Section 30-58.2, and to implement the requirements of the New Jersey Stormwater Management Rules at N.J.A.C. 7:8 for all areas of the City. In the event of conflict with any provision of this section, the requirements of N.J.A.C. 7:8 shall govern.

c. Applicability. This section shall be applicable to all major and minor development as defined herein and projects subject to municipal review in the City of Asbury Park.

d. Compatibility with Other Permit and Ordinance Requirements. Development approvals issued pursuant to this section are to be considered an integral part of development approvals under the municipal review process and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this section shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

e. This section is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this section imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

30-58.2. Definitions.

For the purpose of this section (only), the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this section clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always

mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

CITY

shall mean the City of Asbury Park, in the County of Monmouth, State of New Jersey.

CAFRA CENTERS, CORES OR NODES

shall mean those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

CAFRA PLANNING MAP

shall mean the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

COMMUNITY BASIN

shall mean an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this section.

COMPACTION

shall mean the increase in soil bulk density.

CONTRIBUTORY DRAINAGE AREA

shall mean the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

CORE

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

COUNTY REVIEW AGENCY

shall mean an agency designated by the County Commissioners to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

- (1) A county planning agency; or
- (2) A county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

DEPARTMENT

shall mean the Department of Environmental Protection.

DESIGNATED CENTER

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

DESIGN ENGINEER

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

DEVELOPMENT

shall mean the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.*

In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act , N.J.S.A 4:1C-1, *et seq.*

DISTURBANCE

shall mean the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

DRAINAGE AREA

shall mean a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

ENVIRONMENTALLY CONSTRAINED AREA

shall mean the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

ENVIRONMENTALLY CRITICAL AREA

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

EMPOWERMENT NEIGHBORHOODS

shall mean neighborhoods designated by the Urban Coordinating Council “in consultation and conjunction with” the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

EROSION

shall mean the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

GREEN INFRASTRUCTURE

shall mean a stormwater management measure that manages stormwater close to its source by:

- (1) Treating stormwater runoff through infiltration into subsoil;
- (2) Treating stormwater runoff through filtration by vegetation or soil; or
- (3) Storing stormwater runoff for reuse.

HUC 14 OR HYDROLOGIC UNIT CODE 14

shall mean an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

IMPERVIOUS SURFACE

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

INFILTRATION

shall mean the process by which water seeps into the soil from precipitation.

LEAD PLANNING AGENCY

shall mean one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

LOW IMPACT DEVELOPMENT TECHNIQUES

shall mean utilizing strategies and measures that manage stormwater runoff quantity and quality in the absence of structural stormwater measures, such as minimizing site disturbance, preserving natural vegetation and other important site features such as forests, reducing and disconnecting impervious cover, minimizing proposed ground slopes, utilizing native vegetation, minimizing turf grass lawns, revegetating areas, increasing time of concentration, and maintaining and enhancing natural drainage features and characteristics.

MAJOR DEVELOPMENT

shall mean an individual “development,” as well as multiple developments that individually or collectively result in:

- (1) The disturbance of one or more acres of land since February 2, 2004;
- (2) The creation of one-quarter acre or more of “regulated impervious surface” since February 2, 2004;
- (3) The creation of one-quarter acre or more of “regulated motor vehicle surface” since the effective date of this ordinance; or
- (4) A combination of 2 and 3 above that totals an area of one-quarter acre or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs 1, 2, 3, or 4 above. Projects undertaken by any government agency that otherwise meet the definition of “major development” but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.*, are also considered “major development.”

MINOR DEVELOPMENT

shall mean any development that results in an increase in impervious surface of one thousand square feet or more or disturbance of five thousand square feet or more of land, but does not meet the definition of a Major Development.

MOTOR VEHICLE

shall mean land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

MOTOR VEHICLE SURFACE

shall mean any pervious or impervious surface that is intended to be used by “motor vehicles” and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, racetracks, and runways.

MUNICIPALITY

shall mean the City of Asbury Park, in the County of Monmouth, State of New Jersey.

NEW JERSEY STORMWATER BEST MANAGEMENT PRACTICES (BMP) MANUAL OR “BMP MANUAL”

shall mean the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as

being capable of contributing to the achievement of the stormwater management standards specified in this section. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department's determination as to the ability of that best management practice to contribute to compliance with the standards contained in this section. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this section, provided the design engineer demonstrates to the municipality, in accordance with Section 30-58.4(f) of this chapter and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will contribute to achievement of the design and performance standards established by this section.

NODE

shall mean an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

NUTRIENT

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

PERSON

shall mean any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

POLLUTANT

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

RECHARGE

shall mean the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

REGULATED IMPERVIOUS SURFACE

shall mean any of the following, alone or in combination:

- (1) A net increase of impervious surface;
- (2) The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a "new stormwater conveyance system" is a stormwater

conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);

(3) The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or

(4) The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

REGULATED MOTOR VEHICLE SURFACE

shall mean any of the following, alone or in combination:

(1) The total area of motor vehicle surface that is currently receiving water;

(2) A net increase in motor vehicle surface; and/or

(3) Quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

SEDIMENT

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

SITE

shall mean the lot or lots upon which a major development is to occur or has occurred.

SOIL

shall mean all unconsolidated mineral and organic material of any origin.

STATE DEVELOPMENT AND REDEVELOPMENT PLAN METROPOLITAN PLANNING AREA (PA1)

shall mean an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State's future redevelopment and revitalization efforts.

STATE PLAN POLICY MAP

shall mean the geographic application of the State Development and Redevelopment Plan's goals and statewide policies, and the official map of these goals and policies.

STORMWATER

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

STORMWATER MANAGEMENT BMP

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

STORMWATER MANAGEMENT MEASURE

shall mean any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

STORMWATER RUNOFF

shall mean water flow on the surface of the ground or in storm sewers, resulting from precipitation.

STORMWATER MANAGEMENT PLANNING AGENCY

shall mean a public body authorized by legislation to prepare stormwater management plans.

STORMWATER MANAGEMENT PLANNING AREA

shall mean the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

TIDAL FLOOD HAZARD AREA

shall mean a flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

URBAN COORDINATING COUNCIL EMPOWERMENT NEIGHBORHOOD

shall mean a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

URBAN ENTERPRISE ZONES

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

URBAN REDEVELOPMENT AREA

shall mean previously developed portions of areas:

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

- (2) Designated as CAFRA Centers, Cores or Nodes;
- (3) Designated as Urban Enterprise Zones; and
- (4) Designated as Urban Coordinating Council Empowerment Neighborhoods.

WATER CONTROL STRUCTURE

shall mean a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

WATERS OF THE STATE

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

WETLANDS OR WETLAND

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

30-58.3. General Standards.

- a. Design and Performance Standards for Stormwater Management Measures.
 - 1. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
 - (a) The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39, *et seq.*, and implementing rules at N.J.A.C. 2:90.
 - (b) The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
 - b. The standards in this section apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.
 - c. In the event the proposed development is considered “Minor Development” as defined in this ordinance the applicant must comply with provision of this ordinance Section 30-58.7

d. When a proposed development is not considered a ‘major development’ or ‘minor development’, as defined herein, the applicant’s engineer shall demonstrate that postdevelopment runoff rates do not exceed predevelopment runoff rates to adjacent properties of record.

30-58.4. Stormwater Management Requirements for Major Development.

a. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Section 30-58.11.

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

c. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section 30-58.4(p), (q) and (r):

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

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

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

d. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section 30-58.4(o), (p), (q) and (r) may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:

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

2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of Section 30-58.4(o), (p), (q) and (r) to the maximum extent practicable;

3. The applicant demonstrates that, in order to meet the requirements of Section 30-58.4(o), (p), (q) and (r), existing structures currently in use, such as homes and buildings, would need to be condemned; and

4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under Section 30-58.4(d)(3) above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of Section 30-58.4(o), (p), (q) and (r) that were not achievable onsite.

e. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in Section 30-58.4(o), (p), (q) and (r). When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:

https://njstormwater.org/bmp_manual2.htm.

f. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this section the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

<u>Table 1</u> <u>Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff</u> <u>Quality, and/or Stormwater Runoff Quantity</u>				
<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
<u>Cistern</u>	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>--</u>
<u>Dry Well^(a)</u>	<u>0</u>	<u>No</u>	<u>Yes</u>	<u>2</u>
<u>Grass Swale</u>	<u>50 or less</u>	<u>No</u>	<u>No</u>	<u>2^(e)</u> <u>1^(f)</u>
<u>Green Roof</u>	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>--</u>

<u>Manufactured Treatment Device^{(a) (g)}</u>	<u>50 or 80</u>	<u>No</u>	<u>No</u>	<u>Dependent upon the device</u>
<u>Pervious Paving System^(a)</u>	<u>80</u>	<u>Yes</u>	<u>Yes^(b)</u> <u>No^(c)</u>	<u>2^(b)</u> <u>1^(c)</u>
<u>Small-Scale Bioretention Basin^(a)</u>	<u>80 or 90</u>	<u>Yes</u>	<u>Yes^(b)</u> <u>No^(c)</u>	<u>2^(b)</u> <u>1^(c)</u>
<u>Small-Scale Infiltration Basin^(a)</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Small-Scale Sand Filter</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Vegetative Filter Strip</u>	<u>60-80</u>	<u>No</u>	<u>No</u>	<u>--</u>

(Notes corresponding to annotations ^(a) through ^(g) are found beneath Table 3 below).

<u>Table 2</u> <u>Green Infrastructure BMPs for Stormwater Runoff Quantity</u> <u>(or for Groundwater Recharge and/or Stormwater Runoff Quantity</u> <u>with a Waiver or Variance from N.J.A.C. 7:8-5.3)</u>				
<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
<u>Bioretention System</u>	<u>80 or 90</u>	<u>Yes</u>	<u>Yes^(b)</u> <u>No^(c)</u>	<u>2^(b)</u> <u>1^(c)</u>
<u>Infiltration Basin</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Sand Filter^(b)</u>	<u>80</u>	<u>Yes</u>	<u>Yes</u>	<u>2</u>
<u>Standard Constructed Wetland</u>	<u>90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
<u>Wet Pond^(d)</u>	<u>50-90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>

(Notes corresponding to annotations ^(b) through ^(d) are found beneath Table 3 below).

<u>Table 3</u> <u>BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or</u> <u>Stormwater Runoff Quantity</u> <u>only with a Waiver or Variance from N.J.A.C. 7:8-5.3</u>				
<u>Best Management Practice</u>	<u>Stormwater Runoff Quality TSS Removal Rate (percent)</u>	<u>Stormwater Runoff Quantity</u>	<u>Groundwater Recharge</u>	<u>Minimum Separation from Seasonal High Water Table (feet)</u>
Blue Roof	<u>0</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>
Extended Detention Basin	<u>40-60</u>	<u>Yes</u>	<u>No</u>	<u>1</u>
Manufactured Treatment Device ^(h)	<u>50 or 80</u>	<u>No</u>	<u>No</u>	<u>Dependent upon the device</u>
Sand Filter ^(c)	<u>80</u>	<u>Yes</u>	<u>No</u>	<u>1</u>
Subsurface Gravel Wetland	<u>90</u>	<u>No</u>	<u>No</u>	<u>1</u>
Wet Pond	<u>50-90</u>	<u>Yes</u>	<u>No</u>	<u>N/A</u>

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at Section 30-58.4(o)(2);
- (b) designed to infiltrate into the subsoil;
- (c) designed with underdrains;
- (d) designed to maintain at least a 10-foot wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
- (e) designed with a slope of less than two percent;
- (f) designed with a slope of equal to or greater than two percent;
- (g) manufactured treatment devices that meet the definition of green infrastructure at Section 30-58.2;

(h) manufactured treatment devices that do not meet the definition of green infrastructure at Section 30-58.2.

g. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with Section 30-58.6(b). Alternative stormwater management measures may be used to satisfy the requirements at Section 30-58.4(o) only if the measures meet the definition of green infrastructure at Section 30-58.2. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section 30-58.4(o)(2) are subject to the contributory drainage area limitation specified at Section 30-58.4(o)(2) for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section 30-58.4(o)(2) shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section 30-58.4(d) is granted from Section 30-58.4(o).

h. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall perform a Groundwater Mounding Analysis as outlined in the NJDEP BMP Manual, Chapter 13 in order to assess the hydraulic impact on the groundwater table and design the site so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.

i. Design standards for stormwater management measures are as follows:

1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);

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

greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of Section 30-58.9(c);

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

4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section 30-58.9; and

5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.

j. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section 30-58.2 may be used only under the circumstances described at Section 30-58.4(o)(4).

k. Any application for a new agricultural development that meets the definition of major development at Section 30-58.2 shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at Section 30-58.4(o), (p), (q) and (r) and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.

l. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 30-58.4(p), (q) and (r) shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.

m. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Monmouth County Clerk's Office. A form of deed notice shall be submitted to the City for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 30-58.4(o), (p), (q) and (r) and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference

the maintenance plan required to be recorded upon the deed pursuant to Section 30-58.11(b)(5). Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

n. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Section 30-58.4 of this chapter and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Monmouth County Clerk's Office and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with Section 30-58.4(m) above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with Section 30-58.4(m) above.

o. Green Infrastructure Standards.

1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.

2. To satisfy the groundwater recharge and stormwater runoff quality standards at Section 30-58.4(p) and (q), the design engineer shall utilize green infrastructure BMPs identified in Table 1 at Section 30-58.4(f) and/or an alternative stormwater management measure approved in accordance with Section 30-58.4(g). The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

<u>Best Management Practice</u>	<u>Maximum Contributory Drainage Area</u>
<u>Dry Well</u>	<u>1 acre</u>
<u>Manufactured Treatment Device</u>	<u>2.5 acres</u>
<u>Pervious Pavement Systems</u>	<u>Area of additional inflow cannot exceed three times the area occupied by the BMP</u>
<u>Small-scale Bioretention Systems</u>	<u>2.5 acres</u>
<u>Small-scale Infiltration Basin</u>	<u>2.5 acres</u>
<u>Small-scale Sand Filter</u>	<u>2.5 acres</u>

3. To satisfy the stormwater runoff quantity standards at Section 30-58.4(r), the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with Section 30-58.4(g).

4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section 30-58.4(d) is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with Section 30-58.4(g) may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 30-58.4(p), (q) and (r).

5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at Section 30-58.4(p), (q) and (r), unless the project is granted a waiver from strict compliance in accordance with Section 30-58.4(d).

p. Groundwater Recharge Standards.

1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:

2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Section 30-58.5, either:

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

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

3. This groundwater recharge requirement does not apply to projects within the “urban redevelopment area,” or to projects subject to 4 below.

4. The following types of stormwater shall not be recharged:

(a) Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as

defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and

(b) Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

q. Stormwater Runoff Quality Standards.

1. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.

2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:

(a) Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.

(b) If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.

3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.

4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

Table 4 - Water Quality Design Storm

Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)
1	0.00166	41	0.1728	81	1.0906
2	0.00332	42	0.1796	82	1.0972
3	0.00498	43	0.1864	83	1.1038
4	0.00664	44	0.1932	84	1.1104
5	0.00830	45	0.2000	85	1.1170
6	0.00996	46	0.2117	86	1.1236
7	0.01162	47	0.2233	87	1.1302
8	0.01328	48	0.2350	88	1.1358
9	0.01494	49	0.2466	89	1.1434
10	0.01660	50	0.2583	90	1.1500
11	0.01828	51	0.2783	91	1.1550
12	0.01996	52	0.2983	92	1.1600
13	0.02164	53	0.3183	93	1.1650
14	0.02332	54	0.3383	94	1.1700
15	0.02500	55	0.3583	95	1.1750
16	0.03000	56	0.4116	96	1.1800
17	0.03500	57	0.4650	97	1.1850
18	0.04000	58	0.5183	98	1.1900
19	0.04500	59	0.5717	99	1.1950
20	0.05000	60	0.6250	100	1.2000
21	0.05500	61	0.6783	101	1.2050
22	0.06000	62	0.7317	102	1.2100
23	0.06500	63	0.7850	103	1.2150
24	0.07000	64	0.8384	104	1.2200
25	0.07500	65	0.8917	105	1.2250
26	0.08000	66	0.9117	106	1.2267
27	0.08500	67	0.9317	107	1.2284
28	0.09000	68	0.9517	108	1.2300
29	0.09500	69	0.9717	109	1.2317
30	0.10000	70	0.9917	110	1.2334
31	0.10660	71	1.0034	111	1.2351
32	0.11320	72	1.0150	112	1.2367
33	0.11980	73	1.0267	113	1.2384
34	0.12640	74	1.0383	114	1.2400
35	0.13300	75	1.0500	115	1.2417
36	0.13960	76	1.0568	116	1.2434
37	0.14620	77	1.0636	117	1.2450
38	0.15280	78	1.0704	118	1.2467
39	0.15940	79	1.0772	119	1.2483
40	0.16600	80	1.0840	120	1.2500

Distribution

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

$$R = A + B - (A \times B) / 100,$$

Where

R = total TSS Percent Load Removal from application of both BMPs, and

A = the TSS Percent Removal Rate applicable to the first BMP

B = the TSS Percent Removal Rate applicable to the second BMP.

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in Sections 30-58.4(p), (q) and (r).

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

8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C.7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C.7:13.

9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.

10. This stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

r. Stormwater Runoff Quantity Standards.

1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.

2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section 30-58.5, complete one of the following:

(a) Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;

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

(c) Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or

(d) In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2(a), (b) and (c) above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.

3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

s. Variances. A variance from strict compliance with the requirements of this section may be granted by the reviewing board for those projects where an applicant has demonstrated the inability or impracticability of strict compliance with the stormwater management requirements in this section.

30-58.5. Calculation of Stormwater Runoff and Groundwater Recharge.

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

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

(a) The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf

or at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873; or

(b) The Rational Method for peak flow and the Modified Rational Method for hydrograph computations. The rational and modified rational methods are described in "Appendix A-9 Modified Rational Method" in the Standards for Soil Erosion and Sediment Control in New Jersey, January 2014. This document is available from the State Soil Conservation Committee or any of the Soil Conservation Districts listed at N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number for each Soil Conservation District is available from the State Soil Conservation Committee, PO Box 330, Trenton, New Jersey 08625. The document is also available at:

<http://www.nj.gov/agriculture/divisions/anr/pdf/2014NJSoilErosionControlStandardsComplete.pdf>.

2. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term “runoff coefficient” applies to both the NRCS methodology above at Section 30-58.5(a)(1)(a) and the Rational and Modified Rational Methods at Section 30-58.5(a)(1)(b). A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover have existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

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

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

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

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

The New Jersey Geological Survey Report GSR-32, A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:

<https://www.nj.gov/dep/njgs/pricelst/gsreport/gsr32.pdf>

or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

30-58.6. Sources for Technical Guidance.

- a. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at:

http://www.nj.gov/dep/stormwater/bmp_manual2.htm.

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.

2. Additional maintenance guidance is available on the Department's website at:

https://www.njstormwater.org/maintenance_guidance.htm.

- b. Submissions required for review by the Department should be mailed to:

The Division of Water Quality, New Jersey Department of Environmental Protection, Mail Code 401-02B, PO Box 420, Trenton, New Jersey 08625-0420.

30-58.7. Stormwater Management Requirements for Minor Development.

- a. The stormwater runoff requirements applicable to minor developments are as follows:

1. For each square foot of new impervious surface; 2 gallons of stormwater shall be managed using one or more of the green infrastructure practices set forth in Table 5 below, or by such other measures as may be required by the city engineer (or Board Engineer, where applicable), of which the volume of the NJDEP Water Quality Design Storm (1.25" in 2 hours) must be retained on site utilizing green infrastructure.
2. All such development shall be subject to review by the city engineer (or Board Engineer, where applicable) to determine that all stormwater runoff created by the

development is adequately controlled and does not cause an adverse impact on adjoining properties.

3. In such cases where it is determined that the out flow from the stormwater management system will impact an adjacent property, the out flow shall be directed to a storm sewer, gutter, swale, or other suitable stormwater runoff conveyance measure.
4. If the City Engineer (or Board Engineer, where applicable) determines that the out flow from the stormwater management system will damage an adjoining property and the out flow cannot be safely directed to a storm sewer, gutter, swale, or other suitable stormwater runoff conveyance measure, the stormwater runoff from the development shall be retained on-site at a rate of 3 gallons of storage for each square foot of new impervious surface using green infrastructure practices or such other measures as may be required by the City Engineer (or Board Engineer, where applicable).
5. If the applicant cannot comply with (4) above, the proposal should be redesigned, or reduced in scope so that the postdevelopment runoff rates do not exceed predevelopment runoff rates to adjacent properties of record.

Table 5 Minor Development BMP	
<u>Grass Swale</u>	<u>Green Roof</u>
<u>Pervious Paving System</u>	<u>Small-Scale Bioretention Basin</u>
<u>Small-Scale Infiltration Basin</u>	<u>Small-Scale Sand Filter</u>
<u>Vegetative Filter Strip</u>	<u>Cistern</u>
<u>Dry Well*</u>	

*The use of dry wells is allowed only where the other listed methods cannot feasibly meet the requirements of this section.

- b. Soil Testing shall be performed to confirm the permeability of the soils and the depth of the water table and seasonal high water table.
- c. The stormwater management feature shall be protected from future development by conservation easement, deed restriction, or other acceptable legal measures.
- d. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall perform a Groundwater Mounding Analysis as outlined in the NJDEP BMP Manual, Chapter 13, in order to assess the hydraulic impact on the groundwater table and design the site so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of

subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.

- e. Variances. A variance from strict compliance with the requirements of this section may be granted by the reviewing board for those projects where an applicant has demonstrated the inability or impracticability of strict compliance with the stormwater management requirements in this section.

30-58.8. Solids and Floatable Materials Control Standards.

a. Site design features identified under Section IV.F above, or alternative designs in accordance with Section 30-58.4(g) above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, “solid and floatable materials” means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Section 30-58.8(a)(2) below.

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

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

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

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

(c) For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

2. The standard in Section 30-58.8(a)(1) above does not apply:

(a) Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;

(b) Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;

(c) Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:

- i. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
- ii. A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

(d) Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or

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

30-58.9. Safety Standards for Stormwater Management Basins.

a. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.

b. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in Section 30-58.9(c)(1), (c)(2) and (c)(3) below for trash racks, overflow grates, and escape provisions at outlet structures.

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

1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater

management BMP to ensure proper functioning of the BMP outlets in accordance with the following:

- (a) The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
- (b) The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
- (c) The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
- (d) The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.

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

- (a) The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
- (b) The overflow grate spacing shall be no less than two inches across the smallest dimension.
- (c) The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.

3. Stormwater management BMPs shall include escape provisions as follows:

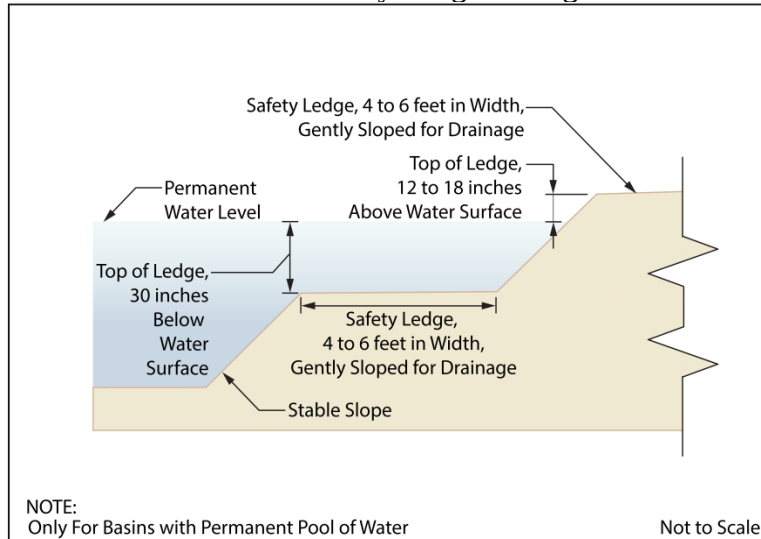
- (a) If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to Section 30-58.9(c) a free-standing outlet structure may be exempted from this requirement;
- (b) Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See VIII.E for an illustration of safety ledges in a stormwater management BMP; and
- (c) In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

d. Variance or Exemption from Safety Standard.

A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

e. Safety Ledge Illustration.

Elevation View –Basin Safety Ledge Configuration



30-58.10. Requirements for a Site Development Stormwater Plan.

a. Submission of Site Development Stormwater Plan.

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Section 30-58.10(c) below as part of the submission of the application for approval.

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

3. The applicant shall submit three (3) copies of the materials listed in the checklist for site development stormwater plans in accordance with Section 30-58.10(c) of this chapter.

b. Site Development Stormwater Plan Approval.

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or

official shall consult the municipality's review engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this chapter.

c. Submission of Site Development Stormwater Plan.

The following information shall be required:

1. Topographic Base Map.

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

2. Environmental Site Analysis.

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

3. Project Description and Site Plans.

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan.

This plan shall provide a demonstration of how the goals and standards of Sections 30-58.3 through 30-58.5 are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map.

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

- (a) Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- (b) Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations.

- (a) Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Section 30-58.4 of this chapter.
- (b) When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan.

The design and planning of the stormwater management facility shall meet the maintenance requirements of Section 30-58.11 below.

8. Waiver from Submission Requirements.

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements set forth in Sections 30-58.10(c)(1) through (c)(6) above when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

30-58.11. Maintenance and Repair.

a. Applicability.

Projects subject to review as specified in Section 30-58.1(c) above shall comply with the requirements of Section 30-58.11(b) and (c) below.

b. General Maintenance.

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.
3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
5. If the party responsible for maintenance identified under Section 30-58.11(b)(3) above is not a public agency, the maintenance plan and any future revisions based on Section 30-58.11(b)(7) below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
6. Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.
7. The party responsible for maintenance identified under Section 30-58.11(b)(3) above shall perform all of the following requirements:
 - (a) maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
 - (b) evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and

(c) retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Sections 30-58.11(b)(6) and (b)(7).

8. The requirements of Sections 30-58.11(b)(3) and (b)(4) above do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.

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

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

30-58.12. Penalties.

The City will request all responsible parties to submit annual statements documenting the operation and maintenance of their facilities. This will assist the City in completing the Annual Certification Form as well as provide documentation of all operations and maintenance not conducted by City personnel on stormwater management facilities. Should the responsible parties not submit annual statements or fail to conduct the required maintenance, the City will assess penalties against the owner as follows and in accordance with the City's Code: (i) the City will first send the owner a thirty (30)-day written notice of the reporting requirement; (ii) a one thousand (\$1,000.00) dollar 1st offense fine will be issued if no annual statement is received within the thirty (30)-day period; (iii) the City will send a 2nd letter with notice of the offense; (iv) a two thousand (\$2,000.00) 2nd offense fine will be imposed if no annual statement is received within the second thirty (30)-day period; (v) as a last resort the City will perform an assessment and liens against the applicable property for the amount of all penalties and the annual report preparation costs.

Additionally, any person who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this § shall be subject to the following penalties: (i) the City will first send the owner a thirty (30)-day written notice of the violation; (ii) a one thousand (\$1,000.00) dollar 1st offense fine will be issued if the violation is not remedied within the thirty (30)-day period; (iii) a two thousand (\$2,000.00) dollar 2nd offense fine will be imposed if the violation is not remedied within the second thirty (30)-day period; (v) as a last resort the City

will perform an assessment and liens against the applicable property for the amount of all penalties.

30-58.13. Severability.

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

30-58.14. Effective Date.

This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

30-58.15. Repealer.

All parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

Test

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-8 which was finally adopted by the City Council at a meeting held on the 24th day of March, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-8**

**AN ORDINANCE ESTABLISHING NEW REQUIREMENTS RELATING TO
STORMWATER CONTROL WITHIN THE CITY OF ASBURY PARK, AND
AMENDING AND SUPPLEMENTING SECTION 30-58, ENTITLED "STORMWATER
CONTROL" OF CHAPTER 30 "LAND DEVELOPMENT REGULATIONS"
OF "THE CODE OF THE CITY OF ASBURY PARK" ACCORDINGLY.**

WHEREAS, the existing stormwater control regulations for the City of Asbury Park (also referenced as the "City") are currently set forth in Section 30-58, entitled "Stormwater Control," of Chapter 30 "Land Development Regulations" of "The Code of the City of Asbury Park"; and

WHEREAS, on March 2, 2020, the State of New Jersey adopted amendments (the "amendments") to the State Stormwater Management Rules at N.J.A.C. 7:8; and

WHEREAS, each municipality in New Jersey is required to adopt a revised Stormwater Control Ordinance (also referenced as the "SCO") which reflects the amendments; and

WHEREAS, the New Jersey Department of Environmental Protection (the "NJDEP") has prepared a model SCO (the "model ordinance") to assist municipalities in revising their stormwater control ordinances to reflect the amendments adopted by the State; and

WHEREAS, the provisions referenced below are consistent with the amendments and the model ordinance, with limited revisions specific to the City.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the existing provisions contained within Section 30-58, entitled "Stormwater Control," of Chapter 30 "Land Development Regulations," of "The Code of the City of Asbury Park" are hereby repealed in their entirety.

NOW, THEREFORE, BE IT FURTHER ORDAINED, that a new Section 30-58, also entitled "Stormwater Control," is hereby established for the City as set forth below:

Chapter 30. Land Development Regulations

30-58. STORMWATER CONTROL.

30-58.1. Scope and Purpose.

- a. **Policy Statement.** Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.
- b. **Purpose.** The purpose of this section is to establish minimum stormwater management requirements and controls for "major development," and "minor development" as defined below in Section 30-58.2, and to implement the requirements of the New Jersey Stormwater Management Rules at N.J.A.C. 7:8 for all areas of the City. In the event of conflict with any provision of this section, the requirements of N.J.A.C. 7:8 shall govern.
- c. **Applicability.** This section shall be applicable to all major and minor development as defined herein and projects subject to municipal review in the City of Asbury Park.
- d. **Compatibility with Other Permit and Ordinance Requirements.** Development approvals issued pursuant to this section are to be considered an integral part of development approvals under the municipal review process and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this section shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.
- e. This section is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this section imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

30-58.2. Definitions.

For the purpose of this section (only), the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this section clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not

merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

CITY

shall mean the City of Asbury Park, in the County of Monmouth, State of New Jersey.

CAFRA CENTERS, CORES OR NODES

shall mean those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

CAFRA PLANNING MAP

shall mean the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

COMMUNITY BASIN

shall mean an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond, established in accordance with N.J.A.C. 7:8-4.2(c)14, that is designed and constructed in accordance with the New Jersey Stormwater Best Management Practices Manual, or an alternate design, approved in accordance with N.J.A.C. 7:8-5.2(g), for an infiltration system, sand filter designed to infiltrate, standard constructed wetland, or wet pond and that complies with the requirements of this section.

COMPACTION

shall mean the increase in soil bulk density.

CONTRIBUTORY DRAINAGE AREA

shall mean the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

CORE

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

COUNTY REVIEW AGENCY

shall mean an agency designated by the County Commissioners to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

- (1) A county planning agency; or
- (2) A county water resource association created under N.J.S.A 58:16A-55.5, if the ordinance or resolution delegates authority to approve, conditionally approve, or disapprove municipal stormwater management plans and implementing ordinances.

DEPARTMENT

shall mean the Department of Environmental Protection.

DESIGNATED CENTER

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

DESIGN ENGINEER

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

DEVELOPMENT

shall mean the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.*

In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act, N.J.S.A 4:1C-1, *et seq.*

DISTURBANCE

shall mean the placement or reconstruction of impervious surface or motor vehicle surface, or exposure and/or movement of soil or bedrock or clearing, cutting, or removing of vegetation. Milling and repaving is not considered disturbance for the purposes of this definition.

DRAINAGE AREA

shall mean a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

ENVIRONMENTALLY CONSTRAINED AREA

shall mean the following areas where the physical alteration of the land is in some way restricted, either through regulation, easement, deed restriction or ownership such as: wetlands, floodplains, threatened and endangered species sites or designated habitats, and parks and preserves. Habitats of endangered or threatened species are identified using the Department's Landscape Project as approved by the Department's Endangered and Nongame Species Program.

ENVIRONMENTALLY CRITICAL AREA

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

EMPOWERMENT NEIGHBORHOODS

shall mean neighborhoods designated by the Urban Coordinating Council “in consultation and conjunction with” the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

EROSION

shall mean the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

GREEN INFRASTRUCTURE

shall mean a stormwater management measure that manages stormwater close to its source by:

- (1) Treating stormwater runoff through infiltration into subsoil;
- (2) Treating stormwater runoff through filtration by vegetation or soil; or
- (3) Storing stormwater runoff for reuse.

HUC 14 OR HYDROLOGIC UNIT CODE 14

shall mean an area within which water drains to a particular receiving surface water body, also known as a subwatershed, which is identified by a 14-digit hydrologic unit boundary designation, delineated within New Jersey by the United States Geological Survey.

IMPERVIOUS SURFACE

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

INFILTRATION

shall mean the process by which water seeps into the soil from precipitation.

LEAD PLANNING AGENCY

shall mean one or more public entities having stormwater management planning authority designated by the regional stormwater management planning committee pursuant to N.J.A.C. 7:8-3.2, that serves as the primary representative of the committee.

LOW IMPACT DEVELOPMENT TECHNIQUES

shall mean utilizing strategies and measures that manage stormwater runoff quantity and quality in the absence of structural stormwater measures, such as minimizing site disturbance, preserving natural vegetation and other important site features such as forests, reducing and disconnecting impervious cover, minimizing proposed ground slopes, utilizing native vegetation, minimizing turf grass lawns, revegetating areas, increasing time of concentration, and maintaining and enhancing natural drainage features and characteristics.

MAJOR DEVELOPMENT

shall mean an individual “development,” as well as multiple developments that individually or collectively result in:

- (1) The disturbance of one or more acres of land since February 2, 2004;
- (2) The creation of one-quarter acre or more of “regulated impervious surface” since February 2, 2004;
- (3) The creation of one-quarter acre or more of “regulated motor vehicle surface” since the effective date of this ordinance; or
- (4) A combination of 2 and 3 above that totals an area of one-quarter acre or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually meet any one or more of paragraphs 1, 2, 3, or 4 above. Projects undertaken by any government agency that otherwise meet the definition of “major development” but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1, *et seq.*, are also considered “major development.”

MINOR DEVELOPMENT

shall mean any development that results in an increase in impervious surface of one thousand square feet or more or disturbance of five thousand square feet or more of land, but does not meet the definition of a Major Development.

MOTOR VEHICLE

shall mean land vehicles propelled other than by muscular power, such as automobiles, motorcycles, autocycles, and low speed vehicles. For the purposes of this definition, motor vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, motorized wheelchairs, go-carts, gas buggies, golf carts, ski-slope grooming machines, or vehicles that run only on rails or tracks.

MOTOR VEHICLE SURFACE

shall mean any pervious or impervious surface that is intended to be used by “motor vehicles” and/or aircraft, and is directly exposed to precipitation including, but not limited to, driveways, parking areas, parking garages, roads, racetracks, and runways.

MUNICIPALITY

shall mean the City of Asbury Park, in the County of Monmouth, State of New Jersey.

NEW JERSEY STORMWATER BEST MANAGEMENT PRACTICES (BMP) MANUAL OR “BMP MANUAL”

shall mean the manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this section. The BMP Manual is periodically amended

by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department's determination as to the ability of that best management practice to contribute to compliance with the standards contained in this section. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this section, provided the design engineer demonstrates to the municipality, in accordance with Section 30-58.4(f) of this chapter and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will contribute to achievement of the design and performance standards established by this section.

NODE

shall mean an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

NUTRIENT

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

PERSON

shall mean any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

POLLUTANT

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

RECHARGE

shall mean the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

REGULATED IMPERVIOUS SURFACE

shall mean any of the following, alone or in combination:

- (1) A net increase of impervious surface;
- (2) The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a "new stormwater conveyance system" is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);

- (3) The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
- (4) The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

REGULATED MOTOR VEHICLE SURFACE

shall mean any of the following, alone or in combination:

- (1) The total area of motor vehicle surface that is currently receiving water;
- (2) A net increase in motor vehicle surface; and/or
- (3) Quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

SEDIMENT

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

SITE

shall mean the lot or lots upon which a major development is to occur or has occurred.

SOIL

shall mean all unconsolidated mineral and organic material of any origin.

STATE DEVELOPMENT AND REDEVELOPMENT PLAN METROPOLITAN PLANNING AREA (PA1)

shall mean an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State's future redevelopment and revitalization efforts.

STATE PLAN POLICY MAP

shall mean the geographic application of the State Development and Redevelopment Plan's goals and statewide policies, and the official map of these goals and policies.

STORMWATER

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

STORMWATER MANAGEMENT BMP

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

STORMWATER MANAGEMENT MEASURE

shall mean any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

STORMWATER RUNOFF

shall mean water flow on the surface of the ground or in storm sewers, resulting from precipitation.

STORMWATER MANAGEMENT PLANNING AGENCY

shall mean a public body authorized by legislation to prepare stormwater management plans.

STORMWATER MANAGEMENT PLANNING AREA

shall mean the geographic area for which a stormwater management planning agency is authorized to prepare stormwater management plans, or a specific portion of that area identified in a stormwater management plan prepared by that agency.

TIDAL FLOOD HAZARD AREA

shall mean a flood hazard area in which the flood elevation resulting from the two-, 10-, or 100-year storm, as applicable, is governed by tidal flooding from the Atlantic Ocean. Flooding in a tidal flood hazard area may be contributed to, or influenced by, stormwater runoff from inland areas, but the depth of flooding generated by the tidal rise and fall of the Atlantic Ocean is greater than flooding from any fluvial sources. In some situations, depending upon the extent of the storm surge from a particular storm event, a flood hazard area may be tidal in the 100-year storm, but fluvial in more frequent storm events.

URBAN COORDINATING COUNCIL EMPOWERMENT NEIGHBORHOOD

shall mean a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

URBAN ENTERPRISE ZONES

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

URBAN REDEVELOPMENT AREA

shall mean previously developed portions of areas:

- (1) Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
- (2) Designated as CAFRA Centers, Cores or Nodes;
- (3) Designated as Urban Enterprise Zones; and

- (4) Designated as Urban Coordinating Council Empowerment Neighborhoods.

WATER CONTROL STRUCTURE

shall mean a structure within, or adjacent to, a water, which intentionally or coincidentally alters the hydraulic capacity, the flood elevation resulting from the two-, 10-, or 100-year storm, flood hazard area limit, and/or floodway limit of the water. Examples of a water control structure may include a bridge, culvert, dam, embankment, ford (if above grade), retaining wall, and weir.

WATERS OF THE STATE

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

WETLANDS OR WETLAND

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

30-58.3. General Standards.

- a. Design and Performance Standards for Stormwater Management Measures.
 1. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
 - (a) The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39, et seq., and implementing rules at N.J.A.C. 2:90.
 - (b) The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
 - b. The standards in this section apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.
 - c. In the event the proposed development is considered "Minor Development" as defined in this ordinance the applicant must comply with provision of this ordinance Section 30-58.7
 - d. When a proposed development is not considered a 'major development' or 'minor development', as defined herein, the applicant's engineer shall demonstrate that

postdevelopment runoff rates do not exceed predevelopment runoff rates to adjacent properties of record.

30-58.4. Stormwater Management Requirements for Major Development.

- a. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Section 30-58.11.
- b. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlnebergi* (bog turtle).
- c. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section 30-58.4(p), (q) and (r):
 1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
 2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and
 3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- d. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section 30-58.4(o), (p), (q) and (r) may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:
 1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
 2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of Section 30-58.4(o), (p), (q) and (r) to the maximum extent practicable;
 3. The applicant demonstrates that, in order to meet the requirements of Section 30-58.4(o), (p), (q) and (r), existing structures currently in use, such as homes and buildings, would need to be condemned; and
 4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under

Section 30-58.4(d)(3) above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of Section 30-58.4(o), (p), (q) and (r) that were not achievable onsite.

- e. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in Section 30-58.4(o), (p), (q) and (r). When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:

https://njstormwater.org/bmp_manual2.htm.

- f. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this section the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

Table 1 Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Cistern	0	Yes	No	--
Dry Well ^(a)	0	No	Yes	2
Grass Swale	50 or less	No	No	2 ^(e) 1 ^(f)
Green Roof	0	Yes	No	---
Manufactured Treatment Device ^{(a) (g)}	50 or 80	No	No	Dependent upon the device

Pervious Paving System ^(a)	80	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Bioretention Basin ^(a)	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Infiltration Basin ^(a)	80	Yes	Yes	2
Small-Scale Sand Filter	80	Yes	Yes	2
Vegetative Filter Strip	60-80	No	No	--

(Notes corresponding to annotations ^(a) through ^(g) are found beneath Table 3 below).

Table 2 Green Infrastructure BMPs for Stormwater Runoff Quantity (or for Groundwater Recharge and/or Stormwater Runoff Quality with a Waiver or Variance from N.J.A.C. 7:8-5.3)				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Bioretention System	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Infiltration Basin	80	Yes	Yes	2
Sand Filter ^(b)	80	Yes	Yes	2
Standard Constructed Wetland	90	Yes	No	N/A
Wet Pond ^(d)	50-90	Yes	No	N/A

(Notes corresponding to annotations ^(b) through ^(d) are found beneath Table 3 below).

Table 3 BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity only with a Waiver or Variance from N.J.A.C. 7:8-5.3				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Blue Roof	0	Yes	No	N/A
Extended Detention Basin	40-60	Yes	No	1
Manufactured Treatment Device ^(h)	50 or 80	No	No	Dependent upon the device
Sand Filter ^(c)	80	Yes	No	1
Subsurface Gravel Wetland	90	No	No	1
Wet Pond	50-90	Yes	No	N/A

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at Section 30-58.4(o)(2);
 - (b) designed to infiltrate into the subsoil;
 - (c) designed with underdrains;
 - (d) designed to maintain at least a 10-foot wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
 - (e) designed with a slope of less than two percent;
 - (f) designed with a slope of equal to or greater than two percent;
 - (g) manufactured treatment devices that meet the definition of green infrastructure at Section 30-58.2;
 - (h) manufactured treatment devices that do not meet the definition of green infrastructure at Section 30-58.2.
- g. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer

demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with Section 30-58.6(b). Alternative stormwater management measures may be used to satisfy the requirements at Section 30-58.4(o) only if the measures meet the definition of green infrastructure at Section 30-58.2. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section 30-58.4(o)(2) are subject to the contributory drainage area limitation specified at Section 30-58.4(o)(2) for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section 30-58.4(o)(2) shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section 30-58.4(d) is granted from Section 30-58.4(o).

- h. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall perform a Groundwater Mounding Analysis as outlined in the NJDEP BMP Manual, Chapter 13 in order to assess the hydraulic impact on the groundwater table and design the site so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.
- i. Design standards for stormwater management measures are as follows:
 - 1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
 - 2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the

requirements of Section 30-58.9(c);

3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
 4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section 30-58.9; and
 5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.
- j. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section 30-58.2 may be used only under the circumstances described at Section 30-58.4(o)(4).
- k. Any application for a new agricultural development that meets the definition of major development at Section 30-58.2 shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at Section 30-58.4(o), (p), (q) and (r) and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- l. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 30-58.4(p), (q) and (r) shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.
- m. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice, recorded in the Monmouth County Clerk's Office. A form of deed notice shall be submitted to the City for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 30-58.4(o), (p), (q) and (r) and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to Section 30-58.11(b)(5). Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the

clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

- n. A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Section 30-58.4 of this chapter and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Monmouth County Clerk's Office and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with Section 30-58.4(m) above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with Section 30-58.4(m) above.
- o. Green Infrastructure Standards.
1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
 2. To satisfy the groundwater recharge and stormwater runoff quality standards at Section 30-58.4(p) and (q), the design engineer shall utilize green infrastructure BMPs identified in Table 1 at Section 30-58.4(f) and/or an alternative stormwater management measure approved in accordance with Section 30-58.4(g). The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

Best Management Practice	Maximum Contributory Drainage Area
Dry Well	1 acre
Manufactured Treatment Device	2.5 acres
Pervious Pavement Systems	Area of additional inflow cannot exceed three times the area occupied by the BMP
Small-scale Bioretention Systems	2.5 acres
Small-scale Infiltration Basin	2.5 acres
Small-scale Sand Filter	2.5 acres

3. To satisfy the stormwater runoff quantity standards at Section 30-58.4(r), the design engineer shall utilize BMPs from Table 1. or from Table 2 and/or an alternative stormwater management measure approved in accordance with Section 30-58.4(g).

4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section 30-58.4(d) is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with Section 30-58.4(g) may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section 30-58.4(p), (q) and (r).
 5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at Section 30-58.4(p), (q) and (r), unless the project is granted a waiver from strict compliance in accordance with Section 30-58.4(d).
- p. Groundwater Recharge Standards.
1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
 2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Section 30-58.5, either:
 - (a) Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - (b) Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.
 3. This groundwater recharge requirement does not apply to projects within the “urban redevelopment area,” or to projects subject to 4 below.
 4. The following types of stormwater shall not be recharged:
 - (a) Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as defined by the United States Environmental Protection Agency (EPA) at

40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and

- (b) Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

q. Stormwater Runoff Quality Standards.

1. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.
2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
 - (a) Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.
 - (b) If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.

4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

Table 4 - Water Quality Design Storm Distribution

Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)
1	0.00166	41	0.1728	81	1.0906
2	0.00332	42	0.1796	82	1.0972
3	0.00498	43	0.1864	83	1.1038
4	0.00664	44	0.1932	84	1.1104
5	0.00830	45	0.2000	85	1.1170
6	0.00996	46	0.2117	86	1.1236
7	0.01162	47	0.2233	87	1.1302
8	0.01328	48	0.2350	88	1.1368
9	0.01494	49	0.2466	89	1.1434
10	0.01660	50	0.2583	90	1.1500
11	0.01828	51	0.2783	91	1.1550
12	0.01996	52	0.2983	92	1.1600
13	0.02164	53	0.3183	93	1.1650
14	0.02332	54	0.3383	94	1.1700
15	0.02500	55	0.3583	95	1.1750
16	0.03000	56	0.4116	96	1.1800
17	0.03500	57	0.4650	97	1.1850
18	0.04000	58	0.5183	98	1.1900
19	0.04500	59	0.5717	99	1.1950
20	0.05000	60	0.6250	100	1.2000
21	0.05500	61	0.6783	101	1.2050
22	0.06000	62	0.7317	102	1.2100
23	0.06500	63	0.7850	103	1.2150
24	0.07000	64	0.8384	104	1.2200
25	0.07500	65	0.8917	105	1.2250
26	0.08000	66	0.9117	106	1.2267
27	0.08500	67	0.9317	107	1.2284
28	0.09000	68	0.9517	108	1.2300
29	0.09500	69	0.9717	109	1.2317
30	0.10000	70	0.9917	110	1.2334
31	0.10660	71	1.0034	111	1.2351
32	0.11320	72	1.0150	112	1.2367
33	0.11980	73	1.0267	113	1.2384
34	0.12640	74	1.0383	114	1.2400
35	0.13300	75	1.0500	115	1.2417
36	0.13960	76	1.0568	116	1.2434
37	0.14620	77	1.0636	117	1.2450
38	0.15280	78	1.0704	118	1.2467
39	0.15940	79	1.0772	119	1.2483
40	0.16600	80	1.0840	120	1.2500

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

$$R = A + B - (A \times B) / 100,$$
 Where

R = total TSS Percent Load Removal from application of both BMPs, and
 A = the TSS Percent Removal Rate applicable to the first BMP
 B = the TSS Percent Removal Rate applicable to the second BMP.
 6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in Sections 30-58.4(p), (q) and (r).
 7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
 8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C.7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C.7:13.
 9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
 10. This stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.
- r. Stormwater Runoff Quantity Standards.
1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.

2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section 30-58.5, complete one of the following:
 - (a) Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
 - (b) Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the 2-, 10- and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
 - (c) Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or
 - (d) In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2(a), (b) and (c) above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.
- s. Variances. A variance from strict compliance with the requirements of this section may be granted by the reviewing board for those projects where an applicant has demonstrated the inability or impracticability of strict compliance with the stormwater management requirements in this section.

30-58.5. Calculation of Stormwater Runoff and Groundwater Recharge.

- a. Stormwater runoff shall be calculated in accordance with the following:
 1. The design engineer shall calculate runoff using one of the following methods:

- (a) The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf

or at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873; or

- (b) The Rational Method for peak flow and the Modified Rational Method for hydrograph computations. The rational and modified rational methods are described in "Appendix A-9 Modified Rational Method" in the Standards for Soil Erosion and Sediment Control in New Jersey, January 2014. This document is available from the State Soil Conservation Committee or any of the Soil Conservation Districts listed at N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number for each Soil Conservation District is available from the State Soil Conservation Committee, PO Box 330, Trenton, New Jersey 08625. The document is also available at:

<http://www.nj.gov/agriculture/divisions/anr/pdf/2014NJSoilErosionControlStandardsComplete.pdf>.

2. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology above at Section 30-58.5(a)(1)(a) and the Rational and Modified Rational Methods at Section 30-58.5(a)(1)(b). A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover have existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).

3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.
 4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 – Urban Hydrology for Small Watersheds* or other methods may be employed.
 5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.
- b. Groundwater recharge may be calculated in accordance with the following:

The New Jersey Geological Survey Report GSR-32, A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:

<https://www.nj.gov/dep/njgs/pricelst/greport/gsr32.pdf>

or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

30-58.6. Sources for Technical Guidance.

- a. Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at:

http://www.nj.gov/dep/stormwater/bmp_manual2.htm.

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.
2. Additional maintenance guidance is available on the Department's website at:

https://www.njstormwater.org/maintenance_guidance.htm.

- b. Submissions required for review by the Department should be mailed to:

The Division of Water Quality, New Jersey Department of Environmental Protection,
Mail Code 401-02B, PO Box 420, Trenton, New Jersey 08625-0420.

30-58.7. Stormwater Management Requirements for Minor Development.

- a. The stormwater runoff requirements applicable to minor developments are as follows:
1. For each square foot of new impervious surface; 2 gallons of stormwater shall be managed using one or more of the green infrastructure practices set forth in Table 5 below, or by such other measures as may be required by the city engineer (or Board Engineer, where applicable), of which the volume of the NJDEP Water Quality Design Storm (1.25" in 2 hours) must be retained on site utilizing green infrastructure.
 2. All such development shall be subject to review by the city engineer (or Board Engineer, where applicable) to determine that all stormwater runoff created by the development is adequately controlled and does not cause an adverse impact on adjoining properties.
 3. In such cases where it is determined that the out flow from the stormwater management system will impact an adjacent property, the out flow shall be directed to a storm sewer, gutter, swale, or other suitable stormwater runoff conveyance measure.
 4. If the City Engineer (or Board Engineer, where applicable) determines that the out flow from the stormwater management system will damage an adjoining property and the out flow cannot be safely directed to a storm sewer, gutter, swale, or other suitable stormwater runoff conveyance measure, the stormwater runoff from the development shall be retained on-site at a rate of 3 gallons of storage for each square foot of new impervious surface using green infrastructure practices or such other measures as may be required by the City Engineer (or Board Engineer, where applicable).
 5. If the applicant cannot comply with (4) above, the proposal should be redesigned, or reduced in scope so that the postdevelopment runoff rates do not exceed predevelopment runoff rates to adjacent properties of record.

Table 5 Minor Development BMP	
Grass Swale	Green Roof
Pervious Paving System	Small-Scale Bioretention Basin
Small-Scale Infiltration Basin	Small-Scale Sand Filter
Vegetative Filter Strip	Cistern
Dry Well*	

*The use of dry wells is allowed only where the other listed methods cannot feasibly meet the requirements of this section.

- b. Soil Testing shall be performed to confirm the permeability of the soils and the depth of the water table and seasonal high water table.
- c. The stormwater management feature shall be protected from future development by conservation easement, deed restriction, or other acceptable legal measures.
- d. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall perform a Groundwater Mounding Analysis as outlined in the NJDEP BMP Manual, Chapter 13, in order to assess the hydraulic impact on the groundwater table and design the site so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.
- e. Variances. A variance from strict compliance with the requirements of this section may be granted by the reviewing board for those projects where an applicant has demonstrated the inability or impracticability of strict compliance with the stormwater management requirements in this section.

30-58.8. Solids and Floatable Materials Control Standards.

- a. Site design features identified under Section IV.F above, or alternative designs in accordance with Section 30-58.4(g) above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Section 30-58.8(a)(2) below.
 - 1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:
 - (a) The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
 - (b) A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads

(including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater system floors used to collect stormwater from the surface into a storm drain or surface water body.

- (c) For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

2. The standard in Section 30-58.8(a)(1) above does not apply:

- (a) Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
- (b) Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
- (c) Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:
 - i. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
 - ii. A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

- (d) Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
- (e) Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

30-58.9. Safety Standards for Stormwater Management Basins.

- a. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.
- b. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in Section 30-58.9(c)(1), (c)(2) and (c)(3) below for trash racks, overflow grates, and escape provisions at outlet structures.
- c. Requirements for Trash Racks, Overflow Grates and Escape Provisions.
 - 1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:
 - (a) The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
 - (b) The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;
 - (c) The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
 - (d) The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.
 - 2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
 - (a) The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - (b) The overflow grate spacing shall be no less than two inches across the smallest dimension.
 - (c) The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.

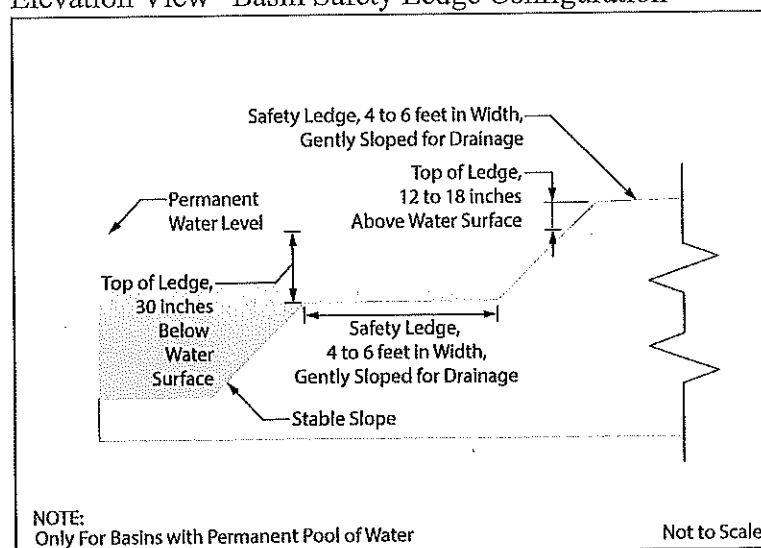
3. Stormwater management BMPs shall include escape provisions as follows:

- (a) If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to Section 30-58.9(c) a free-standing outlet structure may be exempted from this requirement;
 - (b) Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See VIII.E for an illustration of safety ledges in a stormwater management BMP; and
 - (c) In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.
- d. Variance or Exemption from Safety Standard.

A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

e. Safety Ledge Illustration.

Elevation View –Basin Safety Ledge Configuration



30-58.10. Requirements for a Site Development Stormwater Plan.**a. Submission of Site Development Stormwater Plan.**

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Section 30-58.10(c) below as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this section.
3. The applicant shall submit three (3) copies of the materials listed in the checklist for site development stormwater plans in accordance with Section 30-58.10(c) of this chapter.

b. Site Development Stormwater Plan Approval.

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the municipality's review engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this chapter.

c. Submission of Site Development Stormwater Plan.

The following information shall be required:

1. Topographic Base Map.

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

2. Environmental Site Analysis.

A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally

sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plans.

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan.

This plan shall provide a demonstration of how the goals and standards of Sections 30-58.3 through 30-58.5 are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

5. Stormwater Management Facilities Map.

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

- (a) Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- (b) Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations.

- (a) Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Section 30-58.4 of this chapter.
- (b) When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based

on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan.

The design and planning of the stormwater management facility shall meet the maintenance requirements of Section 30-58.11 below.

8. Waiver from Submission Requirements.

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements set forth in Sections 30-58.10(c)(1) through (c)(6) above when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

30-58.11. Maintenance and Repair.

a. Applicability.

Projects subject to review as specified in Section 30-58.1(c) above shall comply with the requirements of Section 30-58.11(b) and (c) below.

b. General Maintenance.

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.
3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a

green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.

5. If the party responsible for maintenance identified under Section 30-58.11(b)(3) above is not a public agency, the maintenance plan and any future revisions based on Section 30-58.11(b)(7) below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
6. Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.
7. The party responsible for maintenance identified under Section 30-58.11(b)(3) above shall perform all of the following requirements:
 - (a) maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
 - (b) evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
 - (c) retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Sections 30-58.11(b)(6) and (b)(7).
8. The requirements of Sections 30-58.11(b)(3) and (b)(4) above do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.
9. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the city engineer, reviewing engineer, or their designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.

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

30-58.12. Penalties.

The City will request all responsible parties to submit annual statements documenting the operation and maintenance of their facilities. This will assist the City in completing the Annual Certification Form as well as provide documentation of all operations and maintenance not conducted by City personnel on stormwater management facilities. Should the responsible parties not submit annual statements or fail to conduct the required maintenance, the City will assess penalties against the owner as follows and in accordance with the City's Code: (i) the City will first send the owner a thirty (30)-day written notice of the reporting requirement; (ii) a one thousand (\$1,000.00) dollar 1st offense fine will be issued if no annual statement is received within the thirty (30)-day period; (iii) the City will send a 2nd letter with notice of the offense; (iv) a two thousand (\$2,000.00) 2nd offense fine will be imposed if no annual statement is received within the second thirty (30)-day period; (v) as a last resort the City will perform an assessment and liens against the applicable property for the amount of all penalties and the annual report preparation costs.

Additionally, any person who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this § shall be subject to the following penalties: (i) the City will first send the owner a thirty (30)-day written notice of the violation; (ii) a one thousand (\$1,000.00) dollar 1st offense fine will be issued if the violation is not remedied within the thirty (30)-day period; (iii) a two thousand (\$2,000.00) dollar 2nd offense fine will be imposed if the violation is not remedied within the second thirty (30)-day period; (v) as a last resort the City will perform an assessment and liens against the applicable property for the amount of all penalties.

30-58.13. Severability.

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

30-58.14. Effective Date.

This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

30-58.15. Repealer.

All parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-8, which was finally adopted by the City Council at a meeting held on the 24th day of March, 2021.

CERTIFIED BY ME THIS 25th DAY OF March , 2021.

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-9**

AN ORDINANCE AUTHORIZING THE PARTICIPATION OF THE CITY OF ASBURY PARK IN THE COMMUNITY ENERGY AGGREGATION PROGRAM THAT CREATES AN OPTION FOR 100% REGIONALLY SOURCED RENEWABLES, AND AMENDING AND SUPPLEMENTING THE “CODE OF THE CITY OF ASBURY PARK,” IN ORDER TO CREATE A NEW CHAPTER 21 THEREOF, ENTITLED “COMMUNITY ENERGY AGGREGATION,” ACCORDINGLY.

WHEREAS, there is broad scientific consensus that Earth’s climate is warming, and this warming is being caused by human activities that cause the release of greenhouse gases due to use of fossil fuels; and

WHEREAS, climate change has far reaching impacts, including increasing the likelihood of extreme weather events, sea level rise, flooding, drought, and mass extinctions; and

WHEREAS, co-pollutants from burning fossil fuels create significant respiratory ailments and deaths; and

WHEREAS, the impact of climate change can cause damage to public parks, roads, municipal properties, and equipment; and

WHEREAS, the cost of providing basic public services such as water treatment and snow removal can increase with climate change; and

WHEREAS, resources for first responders can be strained when climate change related extreme weather events arise; and

WHEREAS, it is less expensive to plan for and mitigate the impacts of climate change, rather than respond to emergencies when they happen; and

WHEREAS, many of the costs associated with the impacts of climate change or mitigating those impacts will be borne by state and local budgets, putting further strain on overstressed budgets; and

WHEREAS, studies show the feasibility of creating an energy system that is 100% renewable energy, while creating jobs and improving public health; and

WHEREAS, many municipalities currently lack the professional expertise and resources to mitigate climate change; and

WHEREAS, the United States was signatory to the Paris agreement that is working to strengthen the global response to the threat of climate change; and

WHEREAS, the Mayor and Council of Asbury Park City (the “City”) are interested in mandating 100% renewable electricity; and

WHEREAS, PJM Interconnection (PJM) is a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia, and the District of Columbia, but renewable electricity created outside of the PJM grid cannot be directly utilized by residents of the City; and

WHEREAS, prioritizing generation of renewable electricity in the region served by the PJM grid will help improve local air quality, improve public health impacts, and decrease costs; and

WHEREAS, the Government Energy Aggregation Act, N.J.S.A. §§48:3-93.1, et seq., governs the establishment of a Government Energy Aggregation Program (“Program”), which is a government-operated purchasing cooperative through which multiple energy consumers purchase energy together under the auspices of a government aggregator; and

WHEREAS, state regulations at N.J.A.C. §14:4-6.2 and 6.4(a) provide that a municipality may establish a Program to provide energy not only for the facilities of the municipality or county that establishes the Program (the lead agency), but also for residential and non-residential customers within the geographic boundary of one or more of the participating municipalities; and

WHEREAS, state regulations at N.J.A.C. §14:4-6.2 and 6.4(a) allow a municipality to choose to participate in a Program established by another municipality; and

WHEREAS, the City has been participating in a coalition of Monmouth County municipalities, the Sustainable Monmouth Alliance, for the purpose of pooling purchasing and negotiating power for better energy pricing and improved environmental outcomes; and

WHEREAS, on August 13, 2020, the City passed a resolution authorizing the City to participate in a Government Energy Aggregation Program, with the Borough of Red Bank (“Borough”) agreeing to be the lead agency, meaning it was to establish and manage the Program, including drafting the request for proposals for engaging the energy management consultant, and a rubric to assess responses to it; and

WHEREAS, on October 14, 2020, the the Borough Council passed an ordinance establishing a Program with the Borough as lead agency,

WHEREAS, state regulations at N.J.A.C. §14:4-6.4(c) provide that a municipality choosing to participate in a Program shall do so by ordinance,

NOW, THEREFORE, BE ORDAINED and enacted by the City Council of Asbury Park City, in the County of Monmouth, New Jersey, that the Code of the City of Asbury Park is amended by adding Chapter 21 as follows:

Chapter 21. Community Energy Aggregation

§ 21-1 Authorization.

The Asbury Park City (“City”) hereby ordains that it shall participate in the Community Energy Aggregation Program for residential and non-residential customers served by the JCP&L distribution system and established by the Borough of Red Bank (“Borough”), in accordance with the provisions of the Government Energy Aggregation Act, N.J.S.A. §§48:3-93.1, et seq., and the rules promulgated thereunder, N.J.A.C. §4:4-6.1, *et seq.*

§ 21-2. Lead Agency.

The Borough shall be the lead agency and any agreements entered into in connection with the Community Energy Aggregation Program by authorized personnel shall be subject to review by the City.

§ 21-3. Electric Distribution Aggregation Agreement; Terms; Master Performance Agreement.

- a. The Mayor of Asbury Park City (“Mayor”) shall be and is authorized to execute and the Clerk to attest to the execution of and Electric Distribution Aggregation Agreement, in a form acceptable to City, with JCP&L.
- b. Pursuant to the terms and conditions of the Government Energy Aggregation Act and the rules promulgated thereunder, and specifically N.J.A.C. §14:4-6.2, the Borough shall oversee the Community Energy Aggregation Program (“CEA”) as lead agency and, in that capacity, and consistent with applicable rules, shall solicit requests for proposals for electric generation service and energy aggregation services on behalf of City’s residents and businesses. The Borough may execute and enter into a contract for such services, subject to §21-1.3(C)-(D), and provided that the lowest qualified bid price for electricity generation service is consistent with N.J.A.C. § 14:4-6.9 and notice is provided to residential customers should the price exceed the benchmark price, as required by N.J.A.C. §14:4-6.9(g). Pursuant to the regulations of the Government Energy Aggregation Act, a public notice of the CEA will be issued whereby non-residential energy consumers may opt into the CEA and residential customers may opt out.
- c. The CEA must be fully implemented within one (1) year of the passage of this ordinance. Request for proposals for electricity generating services must state that no contract will be awarded unless it has an option for customers to opt up to 100% renewable electricity and a minimum percentage of renewable electricity for all program participants of:
 1. 30% from program inception through December 31, 2021;
 2. 40% from January 1, 2022 through December 31, 2023;

3. 50% from January 1, 2024 through December 31, 2025;
 4. 65% from January 1, 2026 through December 31, 2027;
 5. 80% from January 1, 2028 through December 31, 2029; and
 6. 100% after December 31, 2029.
- d. The renewable electricity attributes for the CEA will be Class I, NJ PJM Renewable Energy Credits from the current calendar year, unless the municipality opts to enter into a power purchase agreement with a solar or wind energy provider to provide both energy and attributes together to meet some or all of the requirements of subsections C and D of this section. The Mayor may not execute and enter into a contract for electricity generating services unless it meets the renewable percentages specified in §21-3(C).
- e. The Mayor may also execute a master performance agreement that obligates the participants in the CEA to purchase electricity at terms and conditions stated therein with a third-party supplier who has been awarded the contract by City on behalf of participating members of the CEA, and provided that such contract shall be at prices reasonably forecast and estimated by the City to provide for basic generation service by JCP&L.

BE IT FURTHER ORDAINED that if any article, section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect, and to this end the provisions of this ordinance are hereby declared severable.

BE IT FURTHER ORDAINED that all other ordinances in conflict or inconsistent with this Ordinance are hereby repealed, to the extent of such conflict or inconsistency. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the City, the provisions hereof shall be determined to govern.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon final passage and publication as required by law.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-9 which was finally adopted by the City Council at a meeting held on the 14th day of April, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-5**

AN ORDINANCE ESTABLISHING A RENT LEVELING BOARD AS WELL AS RULES THAT REGULATE THE PRICE OF RENT AND RATE OF RENT INCREASE FOR CERTAIN RENTAL HOUSING WITHIN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING THE CODE OF THE CITY OF ASBURY PARK TO ESTABLISH A NEW CHAPTER 15 THEREOF, WHICH SHALL BE ENTITLED “RENT LEVELING REGULATIONS.”

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

WHEREAS, the average rent in the City of Asbury Park increased from \$905 in 2010 (source: American Community Survey, 2010 5-year Estimates Data Profile, Table DP-04) to \$1,229 in 2019 (source: American Community Survey, 2019 5-year Estimates Data Profile, Table DP-04); and

WHEREAS, significant increases in rents can cause housing instability which can lead to failure or difficulty in obtaining basic necessities (food, medical care, etc.), homelessness, and impacts on childhood learning from school moves, absenteeism, and other impacts; and

WHEREAS, expenditure of 30% or more of household income on rent constitutes being “cost burdened” and is an indicator of affordability, particularly for low and moderate income households; and

WHEREAS, approximately 56% of renter-occupied households in the City of Asbury Park expend 30% or more of household income on gross rent, including approximately 47% who spend 35% or more; and

WHEREAS, rent leveling can provide stability to housing costs of renter households and reduce annual significant increases in rents; and

WHEREAS, rent leveling has been adopted in several New Jersey jurisdictions, including but not limited to the nearby municipalities of Neptune Township and the Red Bank Borough, and has long been upheld as constitutional; and

WHEREAS, on November 13, 2020, an initiative petition and proposed Rent Stabilization Ordinance (the “Initiative Ordinance”) was received by the City Clerk’s office; and

WHEREAS, the Initiative Ordinance was forwarded by the City Clerk to the Mayor and Council at the Council meeting of December 9, 2020 and the required public hearing was subsequently scheduled for December 22, 2020; and

WHEREAS, the City Council conducted a public hearing on the Initiative Ordinance on

December 22, 2020; and

WHEREAS, the City Council did not adopt the Initiative Ordinance on December 22, 2020; and

WHEREAS, the City Council finds that the Initiative Ordinance provides inadequate flexibility to property owners and is unnecessarily cumbersome in its implementation; and

WHEREAS, the City Council believes that the following Rent Leveling Ordinance provides additional flexibility to property owners and less cumbersome implementation.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the following Rent Leveling Ordinance is hereby enacted, **to be effective as of June 1, 2021**, and shall be incorporated into the Code of the City of Asbury Park after that date as follows:

Chapter 15. Rent Leveling Regulations.

§ 15-1. Purpose.

The purpose and intent of this Chapter is to create reasonable rent leveling regulations in order to control increasing housing cost burdens affecting residential tenants in the City of Asbury Park, while also allowing landlords to achieve a reasonable rate of return. The City Council believes that the within regulations achieve that purpose, and are in the best interests of the health, safety and welfare of the citizens of Asbury Park.

§ 15-2. Definitions.

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

Board shall mean the Rent Leveling Board.

"Capital improvement" shall mean a substantial change in the housing accommodations, such as would materially increase the rental value in a normal market. It shall not include ordinary repair, replacement and maintenance. A "capital improvement" is of such a nature, extent and expense that it benefits the building and the tenants' enjoyment thereof with a degree of permanency. A "capital improvement," to qualify under this Chapter as such, must have a useful life of at least five years.

"Consumer Price Index" or "CPI" shall mean a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. The "consumer price index" (all items base year 1967-100) utilized by this Chapter shall be calculated using the New York-Newark-Jersey City region, as published by the Bureau of Labor Statistics, United States Department of Labor.

"Construction" or "Constructed" shall mean constructed, erected or converted but excludes rehabilitation of premises rented previously for residential purposes without an intervening use for other purposes for a period of at least two (2) years prior to conversion. Mere vacancy shall not be considered an intervening use for the purpose of this section.

"Dwelling" or "dwelling unit" shall mean one (1) or more rooms, designed, occupied, or intended for occupancy as separate living quarters with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a

household.

"Landlord" shall mean an owner, lessor, sub-lessor or any other person entitled to receive rent for the use and occupancy of any dwelling unit, or an agent or successor of any of the foregoing.

"Lease Agreement" means a written agreement between landlord and tenant setting forth the duration of the agreement, the rent to be charged, and such other provisions mutually agreeable to the parties and must include notification to the tenant that the property is subject to rent control. Lease Agreements shall be maintained by the landlord for a period of six (6) years from the effective date of the lease.

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

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

"Officer" shall mean the Rent Regulation Officer.

"Registration form" shall mean the form filed by the landlord pursuant to this Chapter.

"Rent" shall mean any price for the use of a dwelling unit. All charges that are mandatory for the dwelling unit, including but not limited to refurbishment fees, administrative fees, mandatory parking fees, sewer or water fees, etc., shall be included. Optional charges, which are chosen by tenants such as pet fees, pool fees, recreation fees, optional parking fees, and the like, shall not be included and shall not be subject to the terms of the ordinance. Enforcement fees or security fees such as late fees, bounced check fees, legal fees and costs of court for enforcement of a breach of lease agreement and increases in security deposit are also not considered "rent" for purposes of this Chapter. Security deposits and charges for accessories, such as boats, mobile homes and automobiles not used in connection with the dwelling unit, shall not be construed as "rent."

"Rent increase, rent decrease, and rent adjustment" shall mean the intent and policy of the governing body to interfere in landlord-tenant relations and legitimate operation ownerships, occupancy and development of real estate, only when necessary to protect the public interest. "Rent increase," "Rent decrease" and "rent adjustments" shall consist in the first instances of the notice sent by the landlord to the tenant, or by the tenant to the landlord, in letter or other form, setting forth the proposed notice of "rent increase," "rent decrease" or other "rent adjustment."

"Rent Leveling Board" shall mean the body created to administer this ordinance.

"Rent Regulation Officer" shall mean the person responsible to oversee day to day operations of the policies enacted by this ordinance, as well as any other duties as directed by the Rent Leveling Board.

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

"Substantial compliance" shall mean that the Asbury Park Department of Code Enforcement has certified the dwelling unit is in compliance with this Chapter, is free from all heat, hot water, elevator and all health, safety and fire violations, as well as ninety (90%) percent qualitatively free of all other violations of the Asbury Park Property Maintenance Ordinance, Uniform Construction Code, and the Hotel and Multiple Dwelling Law.

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

§ 15-3. Applicability.

A. This Chapter shall apply to all rental dwelling units in buildings containing five (5) or more units, except for the following exemptions:

1. Motels and hotels.
2. Multiple dwelling units as defined in N.J.S.A. 2A:42-84.1 in a building constructed on or after June 25, 1987 which was not constructed for occupation by senior citizens, for a period of time not to exceed the period of amortization of any initial mortgage loan obtained for the multiple dwelling, or for thirty (30) years following completion of construction, whichever is less. This exemption applies only where an owner has complied with all requirements contained in N.J.S.A. 2A:42-84.1 et seq., including the filing with the municipal construction official required by N.J.S.A. 2A:42-84.4 and the service of a written statement upon the tenant required by N.J.S.A. 2A:42-84.3. This exemption shall not apply to rehabilitated buildings that during their rehabilitation maintained at least two (2) rigid walls and a secured roof.
3. Housing restricted to students by a school, college or similar accredited institution which owns or controls that housing.
4. Dwellings in any building containing four (4) or fewer dwelling units.
5. Dwellings which are owner-occupied for not less than six (6) months per year.
6. Dwelling units licensed as a rooming or boarding home by the New Jersey Department of Community Affairs.
7. Dwelling units licensed as a group home by the New Jersey Department of Community Affairs.
8. Dwelling units licensed as an emergency shelter for the homeless by the New Jersey Department of Community Affairs.
9. Dwellings in a building that is completely vacant on or before and since June 1, 2021, provided that said building did not become vacant through unlawful means which can be attributed to the applicant for this exemption. In order to qualify for this exemption, the building vacant since June 1, 2021, must be registered by an applicant with the Rent Regulation Officer, on forms provided by said Officer, before the renting of dwelling units within the vacant building. After the first rental, such dwelling units shall be exempt from initial rent or lease agreement, but all subsequent rents shall be subject to the provisions of this Chapter.

10. Dwellings which are restricted to low-, moderate- or middle-income households via affordability controls, such as but not limited to a deed restriction or funding restriction.
 11. Dwellings in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged.
 12. Any dwelling for which a landlord has successfully obtained a short-term rental permit pursuant to the City of Asbury Park's Short-Term Rental (STR) Ordinance (City Code § 13-1300).
- B. A dwelling being rented for the first time shall not be restricted in the initial rent charged. Any subsequent rental increases, however, shall be subject to the provisions of this Chapter.

§ 15-4. Rental Registration.

- A. All dwellings which are subject to the provisions of this Chapter shall file with the City Clerk, within thirty (30) days from the effective date of this Chapter and annually thereafter, a complete Landlord Registration Form (and any necessary supporting information). This form shall be available at the City Clerk's Office.

§ 15-5. Transition from rent regulation by preempting governmental agency to regulation of this Chapter.

- A. If a contract between a landlord and a governmental agency duly provides for that governmental agency to regulate the amount of rent received by that landlord, and if the authority of that governmental agency supersedes the authority of the City of Asbury Park to regulate such rents, then the application of this Chapter shall be preempted during the period of governmental agency regulation specified in the contract. Until such a contract begins, and immediately after the contract terminates, this Chapter shall continue to regulate such rents. Upon termination of such a contract, the "base rent" for dwelling units under this section shall be the last rent level received by the landlord prior to the termination of the preemptive governmental agency regulation.

§ 15-6. Precedence of Ordinance.

- A. Should a lease entered into subsequent to the effective date of this Chapter between a landlord and a tenant prove to be in conflict with the within Rent Leveling regulations, the within regulations shall take precedence where the within regulations are more restrictive.

§ 15-7. Rent Increase.

- A. Establishment of rents between landlord and tenant in a dwelling unit to which this Chapter is applicable shall hereafter be determined by the provisions of this Chapter.
- B. At the expiration of a lease or at the termination of the lease of a periodic tenant, no

landlord may request or receive an increase greater than the percentage increase in the Consumer Price Index (CPI) or three and one-half percent (3.5%), whichever is greater. The use of CPI shall be based upon the maximum increase during fifteen (15) months prior to the month of the proposed rent increase to three (3) months prior to the month of the proposed rent increase. For example, if the CPI-increase for the applicable period is five percent (5%), the rent increase may not exceed five percent (5%). If the CPI increase for the applicable period is two percent (2%), the rent increase may not exceed three and one-half percent (3.5%).

- C. The rent resulting from the imposition of any increase provided hereunder may be rounded to the nearest dollar with regard to the final step of calculation only. Calculation of percentages shall be calculated out two decimal points only and then dropped and not rounded.
- D. No landlord shall request or receive more than one annual rental increase during a twelve (12) month period per dwelling unit unless said dwelling becomes vacant through lawful means.
- E. The allowable annual increase will not be permitted if the dwelling is not in substantial compliance and/or if the landlord has not met the rental registration requirements as specified in this Chapter.
- F. Any rental increase at a time other than at the expiration of a lease or termination of the periodic lease shall be void. Any rental increase in excess of that authorized by the provisions of this Chapter shall be void. Determinations under this section shall be made by the Board.

§ 15-8. Vacancy Decontrol.

- A. Upon the voluntary, uncoerced or court authorized termination of a tenancy, during or at the end of any lease, the rent shall be decontrolled and the rent may be raised by the landlord without regard to the limitations imposed by this Chapter. The rent to be charged to a new tenant, as well as the rent previously charged for the same space, shall be reported to the Rent Leveling Board within fifteen (15) days of renting the space. Upon re-rented, the rental space shall be considered recontrolled to the same extent and under the same conditions as any space originally controlled.
- B. Failure to report the information required within the fifteen (15) days specified shall result in the rental space remaining controlled to the same extent and under the same conditions as if it had not been vacant and any rental charged the new tenant in excess of that controlled rate shall be void.

§ 15-9. Tax Appeal; Reduction.

- A. In the event a tax appeal is taken by the landlord and the landlord is successful in the appeal and the tax is reduced, the landlord shall remit, and the tenant shall receive 50% of the reduction as applied to its tax portion, after deducting all expenses incurred by the landlord in prosecuting the appeal.

- B. A tenant who has resided in a dwelling unit for less than the entire tax year to which a reduction pertains (hereinafter "tax year") shall be entitled to receive a percentage of the tax refund pertaining to his dwelling unit that is equivalent to the percentage of the tax year which the tenant resided in the dwelling unit.
- C. Within 45 days of receipt by the landlord of the monies or the crediting of such monies against the landlord's outstanding taxes, the landlord shall notify and provide each tenant of such tax reduction. The notification shall include the calculations involved in computing the tenant's credit, including the property tax for the dwelling unit before the appeal, the reduced property tax for the dwelling unit after the appeal, the number of square feet of the dwelling subject to the lease between the tenant and landlord, the tax decrease per square foot of dwelling unit, the number of square feet occupied by the tenant, the credit to which the tenant is entitled, and how it is being credited to the tenant.
- D. The landlord shall provide the Board a copy of the notification to the tenant, including but not limited to the calculation.

§ 15-10. Appeal by Landlord.

- A. In the event that a landlord cannot receive a fair return after having received the increase provided in this Chapter, they may appeal to the Rent Leveling Board for increased rental. The Board may grant a hardship rent increase to meet this requirement. The landlord must provide evidence according to the standards recognized at law for determining fair return. The Board will rely upon the recognized standard that a landlord should receive a net operating income of at least 40% of the gross annual income after deducting reasonable and necessary operating expenses, in the absence of an adequate showing that utilization of this standard will result in an unfair return to the landlord. Operating expenses shall not include mortgage principal or interest payments, depreciation or amortization. Any hardship increase granted by the Board will take the place of the annual permitted rent increase and shall be equally prorated to all units within the structure thirty (30) days after the decision of the Rent Leveling Board, provided that no increase shall take effect with regard to any tenant who has a written lease until the expiration of the lease unless the lease provides otherwise.
- B. Landlord may seek additional surcharges for major capital improvements or services. To qualify for a major improvement surcharge, claimant must show a benefit to the tenant, in the form of improved lifestyle, convenience, ease and/or security. The landlord must notify each tenant of the total cost of the completed capital improvement or service, the number of years of useful life of the improvement as claimed by the landlord for purposes of depreciation for income tax purposes, the cost of the improvement, the total number of square feet to the dwelling or garden apartment complex, the total square feet occupied by the tenant and the capital improvement surcharge he is seeking from each tenant. The landlord seeking a capital improvement or service surcharge shall appeal for the surcharge to the Rent Leveling Board, who shall determine if the improvement is a major improvement and if so, may permit such increase to take place and may direct that the increase shall be collected in equal monthly payments spread over the useful life of the capital improvement. If the increase is granted, it shall not be considered rent and calculated in cost of living increases. In any event, no increase authorized by this section shall exceed 15% of the tenant's rent.

C. As used in this section:

1. "Fair net operating income" shall mean the amount determined by subtracting reasonable and necessary operating expenses from gross annual income, which amount should not be less than 40% of the gross annual income.
2. "Gross annual income" shall mean all income resulting directly or indirectly from the operation of a property or building such as all rent received or collectable, including any rent from a less than arm's length transaction, the landlord's share of interest on security deposits, all earnings from commission, vending machines, late fees, pet fees, parking fees, pool fees, key charges, finder's fees, amount received from successful tax appeals, income from rebates, tax surcharges, capital improvement surcharges, computed in accordance with the provisions and limitations of this section.
3. "Reasonable and necessary operating expenses" includes all expenses incurred and paid by a landlord necessary to the operation and maintenance of the residential rental property during the period reflected in the income computed in this section, excluding mortgage, principal or interest payments, depreciation or amortization, computed with these limitations:
 - a) Taxes shall be limited to amounts actually paid, including those in escrow for appeal;
 - b) Repairs and maintenance shall be limited to arm's length transactions and shall be reasonable and necessary. Cost of service contracts shall be prorated over the period covered. Painting shall be prorated at a period of three years for the interior of dwelling units or five years for the exterior and common areas;
 - c) Purchase of new equipment shall be reflected and prorated over the useful life of the item;
 - d) Legal and auditing expenses shall be limited to reasonable and necessary costs of the operation of the property;
 - e) Management fees shall be limited to actual services performed, such as the resident manager's salary, telephone expenses, postage, office supplies, stationery, and the value of the apartment provided if included in income. In no event shall management fees exceed 5% of the first \$50,000 of gross maximized annual income, 4½ % of the next \$25,000, 4% of the next \$100,000, 3½ % of the next \$100,000, and 3% of any amount over \$250,000;
 - f) Salaries not included in management fees shall be limited to actual services performed and reasonable for similar position in the area, including rental value, if included in income and expenses and wages and benefits paid;
 - g) Advertising shall be actual costs that are reasonable to insure occupancy only;

- h) Utilities such as gas, electric, water and oil, shall derive from arm's length transactions, and the landlord shall demonstrate that all reasonable efforts to conserve energy and fuels have been used;
- i) Insurance costs shall derive from all arm's length transactions prorated over item of policies;
- j) The history of the income and expense shall be consistent with the application or fully documented as to any changes.
- k) No attorney's fees, expert fees, permit fees, parking fees, accountant's fees nor application fees incurred by a landlord in connection with any application to the Board shall be included in determining whether a landlord is entitled to any rent increases.

D. In any such application for a hardship increase, the landlord shall specifically submit adequate proof to demonstrate the following:

- 1. The landlord is an efficient operator of the residential rental property; and
- 2. The dwelling unit(s) is in a safe and sanitary condition and in substantial compliance with State Health Codes and the Property Maintenance Code; and
- 3. There are no outstanding property taxes and water and sewer charges or other outstanding municipal fees relating to the subject property.

The Board may temporarily withhold further consideration of the appeal until the landlord has corrected any deficiency relating to any of the items specified above.

E. If after a full hearing, the Rent Leveling Board shall determine that the landlord is in full compliance with the provisions of this article, it may permit a rental increase sufficient to reestablish the 60% relation of reasonable and necessary operating expenses to the 40% fair net operating income. Any increases shall be equally prorated to all of the affected units within the structure or on the property, upon 30 days notification after the Board has approved the hardship increase.

F. Reasonable rate of return.

- 1. In determining rent increases under this section, the Rent Leveling Board shall consider whether the rent increase permitted by this section provides the landlord with a just and reasonable rate of return. The Rent Leveling Board shall be guided in its determination by whether the rental increase will result in a rate of return which is sufficiently high so as to:
 - a) Encourage good management, including adequate maintenance of services;
 - b) Furnish reasonable reward for efficiency to the landlord; and
 - c) Enable landlords to maintain and support their credit.

G. If the Rent Leveling Board determines that the rental increase does not provide the landlord with a fair and reasonable rate of return, as defined herein, the Rent Leveling Board shall have the authority to appropriately adjust the rental increase to provide the

landlord with a fair and reasonable rate of return.

§ 15-11. Limitation on Increases.

- A. Since an immediate rent increase of more than twenty percent (20%) above the prior monthly rent paid by an existing tenant may be considered unconscionable and imposes a hardship on a tenant, the Rent Leveling Board shall not grant increases exceeding twenty percent (20%) in any one (1) year for any tenant.
- B. For the purpose of determining whether the rent increase exceeds twenty percent (20%) of the monthly rent, all increases in monthly payments by the tenant occurring within twelve (12) months prior to the effective date of the increase shall be added to determine if that amount exceeds twenty percent (20%) of the prior monthly rent.

§ 15-12. Rent Rebate.

- A. The landlord shall rebate to the tenant any amount of rent collected in excess of that permissible pursuant to the terms of this Chapter by crediting the tenant over a period not to exceed three (3) months with the amount of excess rent paid, or in the event the tenant is no longer in occupancy, by refunding within a one (1) month period. This provision is not intended to preclude a tenant from seeking judicial remedies under statutory or common law. If a landlord fails to return any excess collected rent to their tenant within the aforementioned relevant time periods, they will be liable to their tenant for double the unreturned balance plus attorney's fees and costs.

§ 15-13. Notice to Tenants.

- A. Any landlord seeking an annual rent increase, a lease renewal or an agreement to extend or renew leases shall provide notice of said action in writing to the tenant at least sixty (60) days prior to the effective date of increase renewal, extension or other action. The landlord shall also send a separate notice by certified mail/return receipt requested or personal service to each tenant at least sixty (60) days prior to the proposed date of any hardship increase or capital improvements increase, which notice shall include a copy of the application, including all exhibits supplied in connection with it. No tenant shall be required to sign any such rent increase notice, renewal or agreement to extend or renew lease until such tenant has had the opportunity to review the documents for a period of five (5) business days.
- B. Prior to any such appeal to the Board for a hardship increase or capital improvements increase, a landlord must post in the lobby of each building, or if no lobby is present, in a conspicuous place in and about the premises a notice of the appeal setting forth the basis for the appeal. The notice must be posted for at least 15 business days prior to the proposed date of appeal. The landlord shall also send a separate notice by certified mail/return receipt requested or personal service to each tenant at least 15 business days prior to the proposed date of the appeal, which notice shall include a copy of the complaint filed or application, including all exhibits supplied in connection with the appeal, and the date, time and place that the appeal will be heard.
- C. Notice shall minimally include the following: the calculations involved in computing the increase, the allowable and rental increase (if applicable), the previous year's rent, and evidence that the dwelling unit is in substantial compliance.

§ 15-14. Standard of Service.

- E. During the term of this tenancy, the landlord shall maintain the same standards of service, maintenance, furnishings and equipment in the dwelling unit and dwelling as required to do by law or lease at the date the lease was entered into. In the event that the landlord fails to provide such service, tenants may petition the Rent Leveling Board for a reduction in rent, credit for reduced services and/or right of reimbursement in cases where the tenant cannot receive a benefit through credits.

§ 15-15. Rent Leveling Board.

A. Rent Leveling Board Created.

1. There is hereby created a Rent Leveling Board to administer this Chapter under the direction and supervision of the Department of Finance or other Department as designated by the City Manager of the City of Asbury Park. The Board shall be subject to the Open Public Meetings Act.
2. The Board shall consist of seven (7) members appointed by the Municipal Council via resolution. The members of the Board shall consist of not less than two (2) tenants and not less than two (2) landlords. All members shall be either a resident of the City of Asbury Park and/or an owner of property in the City of Asbury Park.
3. Said members of said Rent Leveling Board shall serve three-year terms. The initial Board member terms shall be staggered with two (2) members serving three (3) year terms, two (2) members serving two (2) year terms, and three (3) members serving one (1) year terms. All terms beyond the initial shall be for three (3) years each.
4. A quorum for a hearing shall consist of not less than four (4) members.
5. One (1) member shall be elected chairperson for a one (1) year term at the first meeting of the calendar year by the Board members. One (1) member shall be elected vice-chairperson for a one (1) year term at the first meeting of the calendar year by the Board members.
6. Decisions of the Board may be rendered by a majority of members present, so long as the Board has a quorum.
7. No Board member shall be permitted to act on any matter in which he has either directly or indirectly any personal or financial interest.
8. Municipal Council may remove any member of the Board for cause upon written charges served upon the member after a hearing thereon at which the members shall be entitled to be heard and represented by counsel.
9. A vacancy during the term of any member shall be filled for the unexpired portion thereof only in the same manner as the initial appointment.

B. Attendance.

1. Whenever a member of the Rent Leveling Board has not been present at three (3) consecutive meetings of the Board, then the remaining members of the Board

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

C. Meetings and Dockets.

1. The Rent Leveling Board shall determine the schedule of meetings and hearings as is necessary to carry out the provisions of this ordinance. At minimum, a meeting shall be held within every sixty (60) day period. Special meetings may be scheduled at the discretion of the Board.
2. The Rent Leveling Board shall maintain and keep in its office meeting and hearing dockets. The dockets shall list the time, date, place of hearing, the names of the parties involved, the addresses of the dwellings involved, the issues involved, and positions taken, and the final disposition of the petitions heard by the Board.

D. Language.

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

E. Rights and authority of the Board.

1. The Rent Leveling Board shall have the right to exercise, in addition to other powers herein granted, all powers necessary and appropriate to carry out and execute the purpose of this entire Chapter, including the right to the exercise of equitable authority to depart from the strict interpretation of the provisions of this Chapter in instances where justice and fairness requires equitable intervention. Equitable authority should only be exercised in truly exceptional circumstances where justice and fairness so demand.
2. These powers of equity do not permit the Rent Leveling Board to act in contradiction to the purposes of this Chapter nor in an arbitrary, capricious or unreasonable manner. Notwithstanding this general power of equity, the Rent Leveling Board shall also have the following powers:
 - a) To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this Chapter, provided said rules and regulations are not in conflict with this Chapter or State statute, and which rules and regulations shall have the force of law until revised, repealed or

amended from time to time by the Board in the exercise of its discretion, provided that such rules are filed with the Municipal Clerk.

- b) To supply information and assistance to landlords and tenants, including but not limited to documents regarding tenant protection, to help them comply with the provision of this Chapter, municipal code, and State law and regulations.
 - c) To hold hearings and adjudicate applications and complaints from landlord/tenants pursuant to this Chapter. Said Board shall give both landlord and tenant reasonable opportunity to be heard before making any determination, with or without counsel. All determinations shall be in writing with copies to any parties of record.
 - d) To require the production of books, records, tax returns, balance sheets, profit and loss statements and such other records as the Board may require and deem necessary for its determination.
3. Any tenant filing a complaint with the Rent Leveling Board against the landlord shall be required to sign a complaint and appear before the Board to give testimony as requested by the Board. The landlord and/or his representative upon due notice shall be required to appear and give testimony. Any tenant appearing before the Board may select someone to represent them who need not be an attorney provided the person representing the tenant is authorized to do so in writing.
- F. Appeals of Rent Leveling Board Decisions.
- 1. Any determination of the Rent Leveling Board shall be deemed a final determination by the City. Either the landlord or tenant may appeal the findings of the Rent Leveling Board to the Law Division of the Superior Court in accordance with New Jersey Court Rules.

§ 15-16. Rent Regulation Officer.

- A. The position of Rent Regulation Officer, in the Department of Finance or other Department as determined by the City Manager, is hereby created. The Rent Regulation Officer shall be hired or designated by the City Manager and compensated based on existing salary controls and provisions within that Department.
- B. The duties of the Rent Regulation Officer shall be as follows:
- C. To obtain, keep and maintain all relevant records and other data and information.
 - 1. To supply information and assistance to landlords and tenants and to bring together tenants and landlords in formal conferences and suggest resolutions of conflicts between them in order to assist them in complying with the provisions of this Chapter.
 - 2. To ensure compliance by the landlord and tenants with the provisions of this Chapter.

3. To remedy violations of this Chapter as provided by this Chapter.
 4. To accept, process, investigate and determine complaints from tenants as provided for in this Chapter.
 5. To accept, process, review and investigate applications from landlords as provided for in this Chapter.
 6. To coordinate and supervise all staff associated with the operation of this ordinance.
 7. To attend all meetings of the Rent Leveling Board.
 8. To perform such other duties as the Rent Leveling Board may specifically direct and as allowed by this Chapter.
 9. Any determination of the Rent Regulation Officer under this section or such duties as may be delegated to him/her by the Rent Leveling Board or his/her designee, by regulation, will be rendered by the officer or designee, in writing.
- D. Any person aggrieved by a determination of the Rent Regulation Officer may appeal to the Rent Leveling Board, which may sustain, vacate, modify or reverse said determination. An appeal shall be filed no later than forty-five (45) calendar days after the date that the determination is issued. The appeal shall be in the form detailed herein, and shall be accompanied by the fee as set forth in this Chapter.
- E. Upon receipt of the appeal setting forth in detail the grounds for the appeal of a determination by the Rent Regulation Officer and the required fee, the matter shall be placed upon the Rent Leveling Board agenda within sixty (60) days of receipt. During the pendency of the appeal, the rent for the subject unit shall be the rent as established by the Rent Regulation Officer.

§ 15-17. Fees for application and proceedings.

- A. The following fees shall apply to all applications or other proceedings of the Rent Leveling Board and Rent Regulation Officer. Each of the following fees shall be per dwelling unit:
1. Substantial Compliance determination: \$25
 2. Building vacant since June 1, 2021: \$20
 3. Filing of Rent Registration Form: \$10
 4. Capital improvement increase application: \$50
 5. Hardship increase application: \$50
 6. Appeal from Rent Regulation Officer determination to Board: \$20
- B. A single application may be filed for several apartments in the same building for which similar or substantially identical facts are involved.

§ 15-18. Violations and penalties.

- A. A violation of any provisions of this Chapter, including but not limited to the making of any material misstatement of fact to the Rent Leveling Board or Rent Regulation Officer, or a determination by the Rent Leveling Board that a landlord caused a dwelling unit to be vacated by unlawful means or unconscionably raised a tenant's rent in violation of this Chapter, or that a landlord rented to a tenant without filing a Landlord Registration Form for the unit, shall result in the violator being subject to a fine assessed by the Rent Leveling Board in an amount not to exceed two thousand dollars (\$2,000) per dwelling unit.

BE IT FURTHER ORDAINED, all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

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 on **June 1, 2021**, after final passage and publication in accordance with the law.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-5 which was finally adopted by the City Council at a meeting held on the 10th day of March, 2021

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, March 10, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

2021-132 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

PROCLAMATION:

Education & Sharing Day

Proclamation declaring March 24th Education & Sharing Day.

ITEMS TO BE PRESENTED:

ReOPEN Asbury Park Presentation

Deputy City Manager, Michael Manzella and Transportation Manager, James Bonanno presented a ReOPEN Asbury Park plan to Mayor and Council.

Matters from City Council

Council member Chapman stated, first I would just like to acknowledge that 2021 is the anniversary of the founding of Asbury Park. Asbury Park was founded in 1871. This is the 150th anniversary and I know that the Asbury Park Historical Society and some other organizations are planning some celebrations so keep your eyes and ears open for that. The City of Asbury Park is hiring for the summer 2021. Open seasonal positions are available as Public Works laborers, boardwalk restroom attendants, beach gate guards, cashiers, beach monitors, lifeguards, and EMTs. For details you can go to www.cityofasburypark.com/jobs or you can call 732-502-5715. There are people that are still having trouble registering for COVID vaccinations, we do have vaccination assistance line. If you're an Asbury Park resident and are currently eligible to receive the vaccine you can call 732-775-0960. The staff will help register you with a local health care provider to be added to their wait list. They've been very helpful and they've done a tremendous job.

Council member Clayton stated, just to continue about the vaccines, we also want to announce that the City, in partnership with the county and Second Baptist Church, now has a second location where you will be able to get the vaccinations. They are by appointment only and they will be on Saturdays. It starts Saturday March 13th from 2:00PM to 4:00PM. The next appointment will be Saturday March 27th and to book an appointment call 732-774-5347.

Council member Kendle had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, thank you Yvonne for spreading that great news. It's great and I cannot thank the County director Arnone kindly, Chris Merkle and the nurses and everybody. I know Yvonne and I will be there working on Saturday. It's great news, we're starting off with 100 doses because that's all we can get, but we are looking to up that in the future. If anybody ever sees anything wrong in Asbury Park, and a lot of people email me, you don't have to wait for a council meeting, we have this great website where you can just go onto it and log your complaint. It's looked into and taken care of as soon as possible.

Matters from City Manager

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

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Polli Schildge made a comment about vaccines and the ReOPEN Asbury Park workshop presentation, Pam Lamberton made a comment on the waterfront redevelopment plan, Bradley Cove and Green Acres, Tracy Rogers made a comment on vaccines and the rent leveling ordinance, Felicia Simmons made a comment on vaccine sites, Sylvia Sylvia made a comment on the ReOPEN Asbury Park workshop presentation, Rita Marano made a comment on the payment of bills resolution, Maureen Nevin made a comment on vaccine sites, recycling and Bradley Cove, Ernest Mignoli made a comment about vaccines, Peter Siegel made a comment on the ReOPEN Asbury Park workshop presentation and AP Dinner Table, Ron Simoncini made a comment on the rent leveling ordinance, Kathleen Mumma made a comment on Sunset Avenue re-pavement, and Julie Andreola made a comment on AP Dinner Table.

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

MINUTES

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

1. Minutes Council-Executive Meeting Feb 24, 2021 4:00PM
2. Municipal Council - Regular Meeting - Feb 24, 2021 6:00 PM

INDIVIDUAL RESOLUTIONS

2021-133 Resolution Approving Payment of Bills

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

2021-134 Resolution Amending Temporary Budget Appropriations for 2021 Budget

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

2021-135 Resolution Authorizing the Purchase of Dual Trash and Recycling Cans

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

2021-136 Resolution Authorizing the Purchase of 4G Modems for the Parking Pay Stations

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

2021-137 Resolution Authorizing the Purchase of Lockers for the Sewer Plant Bathrooms

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

2021-138 Resolution Authorizing the Purchase of Various Concrete Planters

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

2021-139 Resolution Authorizing Purchase of Lumber and Hardware for Lifeguard Lockers

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

2021-140 Resolution Authorizing Purchase of Materials Needed for Beach Locker Roof Replacement

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

2021-141 Resolution Authorizing a Professional Services Contract with Lewis S. Goodfriend & Associates

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

2021-142 Resolution Authorizing the City of Asbury Park to Implement The Competitive Contracting Process to Procure Vendors To Operate Concession Stands at Kennedy Park

RESULT:	ADOPTED [4 TO 0]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn, John Moor
ABSTAIN:	Yvonne Clayton

2021-143 Resolution Authorizing a Professional Services Contract to Aspire Consulting Services

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

2021-144 Resolution Approving Disposition of Surplus Property

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

2021-145 Resolution Authorizing Issuance of Duplicate Tax Sale Certificate #14-00106 Block 1101 Lot 24 1300 M

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

2021-146 Resolution of Approval of a Grant Extension from The New Jersey Department of Transportation for the Re-Construction of Memorial Drive

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

2021-147 Resolution Adopting the City of Asbury Park Procedure for Administration and Inspection of Federal Aid Highway Projects

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

2021-148 Resolution Authorizing the Purchase of Personal Protective Equipment with Community Development Block Grant (CDBG) Funding Through the Cares Act

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

2021-149 Resolution Authorizing the Temporary Appointment of an Acting Tax Collector

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

ORDINANCES

Introduction

2021-8 An Ordinance Establishing New Requirements Relating to Stormwater Control Within the City of Asbury Park, And Amending and Supplementing Section 30-58, Entitled “Stormwater Control” Of Chapter 30 “Land Development Regulations” Of “The Code of The City of Asbury Park” Accordingly.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/24/2021 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-9 An Ordinance Authorizing The Participation of The City Of Asbury Park In The Community Energy Aggregation Program That Creates An Option For 100% Regionally Sourced Renewables, And Amending And Supplementing The “Code Of The City Of Asbury Park,” In Order To Create A New Chapter 21 Thereof, Entitled “Community Energy Aggregation,” Accordingly.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/14/2021 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2021-5 An Ordinance Establishing A Rent Leveling Board As Well As Rules That Regulate The Price Of Rent And Rate Of Rent Increase For Certain Rental Housing Within The City Of Asbury Park, And Amending And Supplementing The Code Of The City Of Asbury Park To Establish A New Chapter 15 Thereof, Which Shall Be Entitled “Rent Leveling Regulations.”

A motion to open 2021-5 to the public was made by Council Member Chapman and seconded by Council Member Kendle. All in favor. The following members of the public spoke: Kerry Butch, Mitch Kahn, Matthew Sigman, Ernest Mignoli, Alexander Krasutsky IV, Lana Leonard, Maureen Nevin, Katherine Healey, Kathleen Mumma, Peter Siegel, Matt Daniels, Ron Simoncini, Robert White, Bill Mackolin, Mike Szczurek, Felicia Simmons, Pam Lamberton, Charles Gormally, Tracy Rogers, and Polli Schildge all made comments on the rent leveling ordinance.

A motion to close 2021-5 was made by Deputy Mayor Quinn and seconded by Council member Chapman.

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

ADJOURNMENT

The meeting was adjourned at 9:32 PM

A motion to adjourn the meeting was made by Council member Kendle and seconded by Council member Chapman. All were in favor.

Meeting was adjourned at 9:32 PM.

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk