



Agenda
Meeting of the Municipal Council
Wednesday, March 22, 2017
WORK SESSION 6:00 PM

Clerk to Call Meeting to Order

Silent Prayer/Moment of Reflection.

Salute to the Flag

Announcement by the City Clerk

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 3, 2017, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items for Review:

- A. City Manager's Report on Issues Raised at Prior Council Meeting(s)
- B. Special Event Applications
- C. Items to be presented by City Planner Michele Alonso:
 - 1. Proposal for 1003 Bond Street (block 2703, Lot 2) for encroachment in public R-O-W for private parking for residential development.
- D. Review of Agenda Items for March 22, 2017 Regular Meeting
- E. Matters from City Council
- F. Matters from City Manager
- G. Matters from City Attorney
- H. Regular Meeting begins at 7 p.m.

APPLICANT: YCC Inc.
APPLICANT'S ATTORNEY: Jules L. Rossi, Esq.
APPLICATION NO.
BLOCK 167 LOT (S) 1.02
ZONE R-2

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

GRANTING OF FINAL SITE PLAN APPROVAL

WHEREAS, YCC Inc., hereinafter referred to as the "Applicant" filed an application with the Zoning Board of Adjustment of the City of Asbury Park (hereinafter referred to as the "Board") seeking the following:

1. Preliminary and final major site plan approval for the renovation of an existing school building (aka Holy Spirit School) into a 16 unit residential structure. The existing structure contains 17,168 square feet. The applicant proposes to create one and two bedroom units that are depicted on the plans entered into evidence at the public hearings.
2. The applicant also proposes to construct a 17 space surface parking lot, lighting and landscaping for the project.
3. The application requires a "d(1)" Use Variance to create the proposed 16 units in the R-2 Zone.
4. The application requires a "d(4)" Use Variance to permit a Floor Area Ratio of 1.44 whereas 0.5 is the maximum permitted in the Zone.
5. The application requires a "d(5)" Use Variance to permit a density of 41 units per acre whereas 17 units is the maximum permitted.

6. The application requires a "d(6)" Height Variance because the existing height is approximately 40 feet and the maximum permitted is 30 feet. This is a pre-existing condition.
7. The application requires Bulk Variances as follows:
 - Minimum lot area for each unit will be 1,073 square feet whereas 2,500 square feet is required.
 - Minimum front yard setback of 24.02 feet along Third Avenue, whereas 25 feet is required. This is a pre-existing condition.
 - Minimum rear yard setback of 25 feet, whereas 0 feet is proposed. This is a pre-existing condition.
 - Maximum building coverage of 48%, whereas 25% is the maximum permitted. This is a pre-existing condition.
 - Minimum front yard setback of 9.37 feet along Bond Street, whereas 25 feet is required. This is a pre-existing condition.
8. The application also requires a Waiver from the parking requirement of 28 parking spaces. The applicant proposed 17 on site parking spaces that was reduced to 16 spaces in order to accommodate additional landscaping and maintain the existing sidewalk layout along Third Avenue. The applicant also requested a waiver from the minimum dimension requirements for the parking stalls as well as waivers from the aisle width, buffer strip and landscaping requirements.

9. All of the details of the foregoing are set forth on the plans and maps submitted into evidence in support of the application and the application for the project; and

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

WHEREAS, the Board considered this matter at a public hearings held on August 8, September 12, October 24 and December 18, 2006; and

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

- 1). The premises are located in the LI Light Industrial Zone.
- 2). Code enforcement records do not show any recent concerns or violations related to the subject property that will not be addressed by the applicant.
- 3). Taxes, if any, are current for the property.
- 4.) The applicant received the variances applied for and preliminary site plan approval for the project at the public meeting held on October 24, 2006.
- 5). Kenneth Fox, a licensed architect in the State of New Jersey was qualified as an expert and testified on behalf of the applicant. He gave testimony on the architectural issues, related to the project and the applicant's changes to the plans required by the Board as a condition of Preliminary Site Plan approval.

6.) Louis A. Scheidt, a licensed Professional Engineer in the State of New Jersey was qualified as expert and testified on behalf of the applicant. He gave testimony on the engineering and site plan issues related to the project.

7.) Victor Furmanec, a licensed planner in the state of New Jersey was qualified as an expert and testified on behalf of the applicant at the preliminary site plan and variance hearing. He testified on the negative and positive criteria required for the variances and waiver. The substance of his testimony is set forth in the record of pervious hearings. He concluded that the project advances the goals of the MLUL by promoting a desirable visual environment and home ownership and that there would not be any substantial detriment to the neighborhood in which the project is located nor any substantial negative impact on the zone plan or the zoning ordinance.

8.) The applicant had agreed to accept Board imposed conditions as a condition of approval of the variances, waiver and preliminary site plan approval for the project.

NOW, THEREFORE, BE IT RESOLVED, that the Board adopts the aforesaid findings of fact in favor of granting the variances and waiver portion of the application as well final site plan approval for the project subject to the applicant complying with the following conditions:

1.) All testimony and evidence submitted on behalf of the applicant at all of the public hearings are incorporated herein by reference thereto and the applicant will be bound by the representations made on the record in support of this application

- 2.) The applicant will comply with the requirements of the City Shade Tree Ordinance Section 137 and agreed to maintain the existing shade trees and will plant landscaping as set forth in the record at the October 24, and December 18, 2006 hearings and made a part of the conditions of preliminary site plan approval. Applicant will notify the Shade Tree Commission prior to construction in order to have the trees pruned.
- 3.) The applicant agrees to pay the applicable sewer connection fees for the project as determined by the Board Engineer.
- 4.) The applicant agrees to post performance bonds and/or inspection fees as determined by the City Engineer.
- 5.) The applicant agrees that all variances and waivers approved by the Board in connection with the site plan application will be limited in duration to the time periods applied to site plan approval in the Municipal Land Use Act.
- 6.) The applicant agrees to comply with the representations it's witnesses made at the hearing relative to the architectural and construction details for the project, colors and construction materials, if any including the representation that brick resurfacing color will be as close as possible to a "vibrant brown" as well as the placement of the refuse area behind the brick wall at the northwest area of the property. Additionally the applicant agreed to construct and color the balconies and windows, beige and black, respectively, as depicted on Exhibits AA-1 and A-1 in evidence. The parking spaces will be 18.5 feet in length and the driveway will be 18 feet in width.
- 7.) The applicant agrees to comply with all of the outstanding

recommendations set forth in the letter or letters of the Board Engineer for the project.

- 8.) The applicant shall obtain the approval of the project from the Freehold Soil and Conservation District if required for this project.
- 9) This approval is subject to the approval by the Mayor and City Council of any encroachments into the City Right of Way.
- 10) The applicant agrees to comply with any outstanding conditions attached to the preliminary site plan approval for the project.
- 11) The applicant will maintain and repair the existing crenulations, where existing at the roof line.
- 12) Exterior light fixtures will be "omero" style fixtures.
- 13) Applicant will plant 2 foot "boxwoods" in the planting strips.

ROLL CALL VOTE

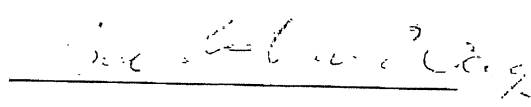
There was a motion to approve the application with the foregoing conditions by Rev. David Parreott, which was seconded by David Williams. All of the members present voted in favor of the motion.

THOSE IN FAVOR: D. Williams, P. Lamberton, C. Jones, R. Thoman, R. Lewis,
K. Zyla

THOSE OPPOSED:

THOSE ABSTAINING:

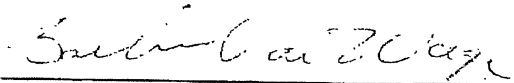
February 13, 2007.

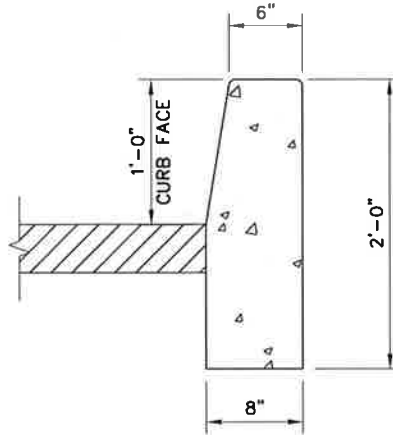

Barbara Van Wagner, Bd. Sec.

I hereby certify that the foregoing is a true copy of a written Resolution adopted by the Zoning Board of Adjustment of the City of Asbury Park at a meeting held on February 13, 2007.

City of Asbury Park
Zoning Board of Adjustment

Dated: February 13, 2007.

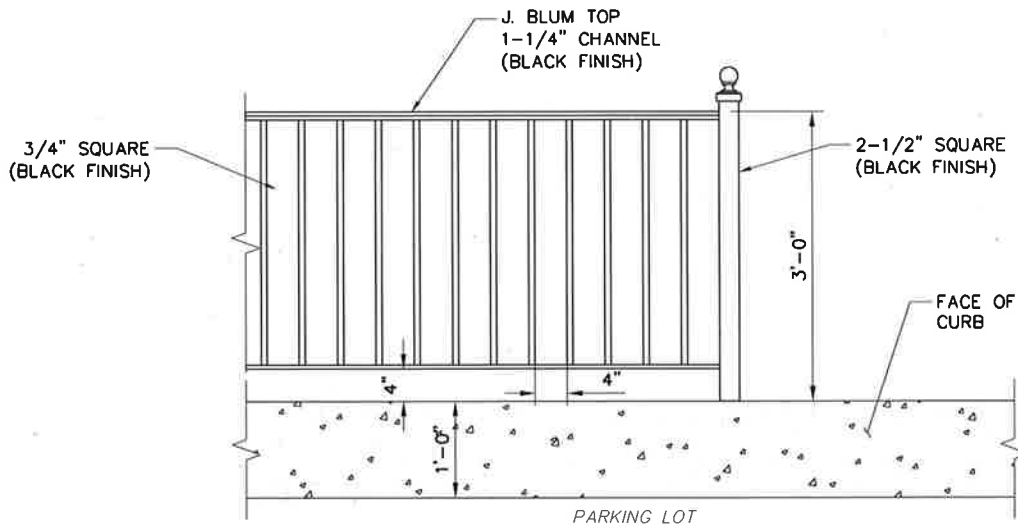
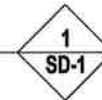

Barbara Van Wagner, Board Secretary



NOTE:
CONCRETE FOR CURB CONSTRUCTION TO BE
CLASS "B" PORTLAND CEMENT CONCRETE,
HAVING A 28-DAY STRENGTH OF 3000 PSI
WITH TINT TO MATCH THE BUILDING.

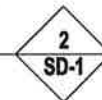
CURB DETAIL

SCALE: 3/4" = 1'-0"



FENCE DETAIL

SCALE: 1/2" = 1'-0"



TITLE: SITE DETAILS	PROJECT: JOE FRIED-HOUSING PROJECT ASBURY PARK	
CLIENT: PRESIDENT STREET PARTNERS 16 COURT STREET BROOKLYN, NY 11241	ADDRESS: BLOCK: 167, LOT: 1.02 CITY OF ASBURY PARK MONMOUTH COUNTY, NJ	
STANTEC NO: 192530022	DRAWN BY: FVI	CHECKED BY: RJI
DATE: 1/26/17	SD-1	FVI

PROPOSED BUILDING USE CONVERSION

HOLY SPIRIT ROMAN CATHOLIC HIGH SCHOOL, ASBURY PARK, NJ

PROPERTY OWNERS LIST WITHIN 200'

PROPERTY ID	PROPERTY LOCATION	CLASS	OWNERS NAME & ADDRESS	APPLICANT'S BLOCK 167, LOT 1.02
166 6	611 SECOND AVENUE	2	MERT, ANDREAS 611 SECOND AVENUE ASBURY PARK, NJ	07712
166 8	613 SECOND AVENUE	2	STEWART, MARK S 613 SECOND AVENUE ASBURY PARK, NJ	07712
166 9	615 SECOND AVENUE	2	ALLEN, FRANKIE 615 SECOND AVENUE ASBURY PARK, NJ	07712
166 10	617 SECOND AVENUE	2	LEE, KEVIN 617 SECOND AVE ASBURY PARK, NJ	07712
166 11	1004 BOND STREET	2	KEEVER, JULIA E 1004 BOND STREET ASBURY PARK, NJ	07712
166 12	616 THIRD AVENUE	2	BRADY, KENNETH M 310 SEVENTH AVENUE ASBURY PARK, NJ	07712
166 13	614 THIRD AVENUE	2	VIAN, ROBERTA DE ROBERTIS 502 BUTTERBREE AVENUE INTERLAKEN, NJ	07712
166 14	612 THIRD AVENUE	2	SPICOLI, CHRISTIN 217 EVERETT ROAD DANIELSON, NJ	07054
166 15	610 THIRD AVENUE	2	MC DUFFEE, ROSINA & C E HEALE PO BOX 179 ASBURY PARK, NJ	07712
167 1.01	701-105 SECOND AVENUE	1SD	HOLY SPIRIT CHURCH 705 SECOND AVENUE ASBURY PARK, NJ	07712
167 4	715 SECOND AVENUE	4A	SANMARCO, CARL ELIJAH ON-R SANMARCO 147 EAST CENTRAL AVENUE MAYWOOD, NJ	07607
167 5	1002 MAIN STREET	4A	SPRINT ENTERPRISES, LLC 1002 MAIN STREET ASBURY PARK, NJ	07712
167 6	1004 MAIN STREET	4A	FERRERA, ALCIDES PO BOX 7523 NEWARK, NJ	07107
167 7	1004-16 MAIN STREET	4A	VACCARO, PASQUALE 514 PAGE AVE ALLENBURST, NJ	07711
168 2	1009 MAIN STREET	2	PARSON, LOUIS PO BOX 1132 ASBURY PARK, NJ	07712
168 3	1011 MAIN STREET	4A	CARROLL, ROBERT & HELEN 1110 SUNSET AVENUE ASBURY PARK, NJ	07712
168 4	1013 MAIN STREET	4A	LY, XIAO DA & TI KUNG LIU 1013 MAIN STREET ASBURY PARK, NJ	07712
168 5	1015 MAIN STREET	4A	BRUTON, JENN & YANICK 1015 MAIN STREET ASBURY PARK, NJ	07712
168 6	1017 MAIN STREET	4A	STINE, MONTIMER 1017 MAIN STREET ASBURY PARK, NJ	07712
168 7	1013 MAIN STREET	4A	LOANING, CARMEN 210 HILLCREST AVENUE NEPTUNE, NJ	07753
169 6	1107 MAIN STREET	4A	BERKOVITZ, ISRAEL & SARAH 10 LAWRENCE JOHNSON DRIVE OCEAN, NJ	07712
170 1	701 THIRD AVENUE	2	TOMKOWITZ, ROBERT 400 EAST 56TH STREET NEW YORK, NY	10022
170 2	703 THIRD AVENUE	2	A.C.U.D., INC 810 BROADWAY-TRAIL MARK RD PARSONS, NJ	07727
170 3	705 THIRD AVENUE	2	HEINER, JAMES 8519 MOORE ROAD WALL, NJ	07719
170 4	707 THIRD AVENUE	2	GRANAKIS, THEODOROS & FRANKYNA 707 THIRD AVE ASBURY PARK, NJ	07712
170 8	709 THIRD AVENUE	2	OKUNIEWICZ, OLIVIA & LINDA 193 LAKE AVENUE OAKBURST, NJ	07755
170 6	711 THIRD AVENUE	2	BAKAR, PAUL & THOMAS BAKAR 2 WESTBROOK ROAD BONELL, NJ	07721
170 7	713 THIRD AVENUE	2	WEINBERG, MARK 1948 LINDA AVENUE BROOKLYN, NY	11224
170 8	715 THIRD AVENUE	1SD	WEAC CENTER CORP 715 THIRD AVENUE ASBURY PARK, NJ	07712
170 10	1109-1110 MAIN STREET	1SD	WEAC CENTER CORP 1109 MAIN STREET ASBURY PARK, NJ	07712
170 24	1109 BOND STREET	2	PADDIS, CHRISTOPHER A 25 BERNETT ROAD BONFORD, MA	01921
171 5	611 THIRD AVENUE	2	ROUNDTREE, RICHARD L 127 SHREWSBURY AVENUE RED BANK, NJ	07701
171 7	613 THIRD AVENUE	2	JANDERSON, SHERRITA PO BOX 1015 ASBURY PARK, NJ	07712
171 8	615 THIRD AVENUE	2	MONREAL, MICHAEL 615 THIRD AVE ASBURY PARK, NJ	07712
171 9	617 THIRD AVENUE	2	KUNDEL, GEORGE B 617 THIRD AVE ASBURY PARK, NJ	07712
171 10	1102 BOND STREET	2	DELLARD, MARVINE & LINDA 184 SECOND AVENUE TECH RIVER, NJ	08753

ALSO TO BE NOTIFIED

Robert W. Clark, Director
Monmouth County Planning Board
Hall of Records Annex
Main Street
Freehold, NJ 07723

Thomas Dowd, Regional Engineer
NJ DOT - Central Region Permits
100 Daniels Way
Freehold, NJ 07721

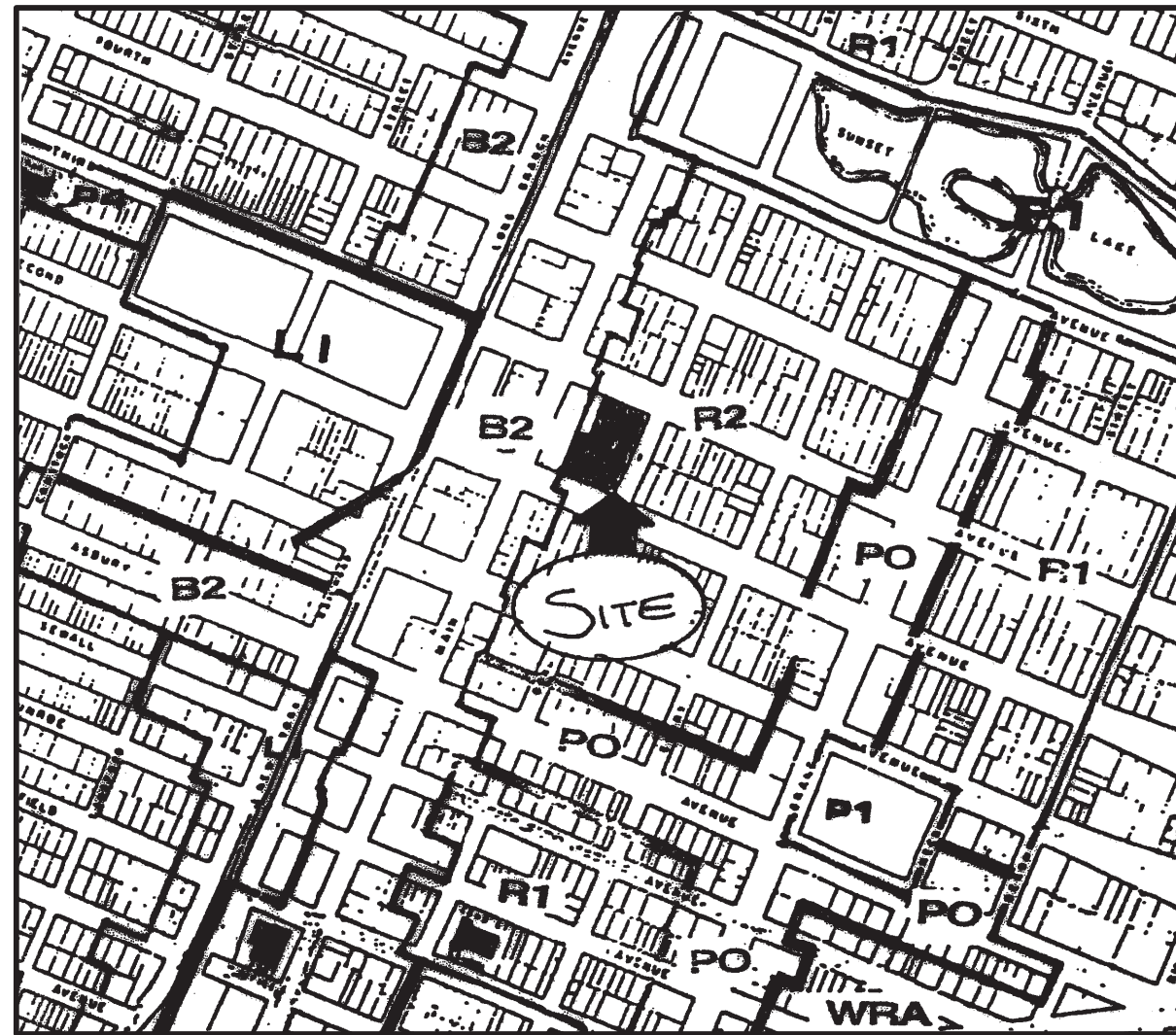
RICHARD S. COHEN, SECRETARY & CORPORATE COUNSEL
JERSEY CENTRAL POWER AND LIGHT COMPANY
300 MADISON AVENUE
MORRISTOWN, NJ 07962-1011

OLETA HARDEN, SR., VICE PRESIDENT AND SECRETARY
NEW JERSEY NATURAL GAS COMPANY
1514 WYCKOFF ROAD
PO BOX 1400
WALL, NJ 07719

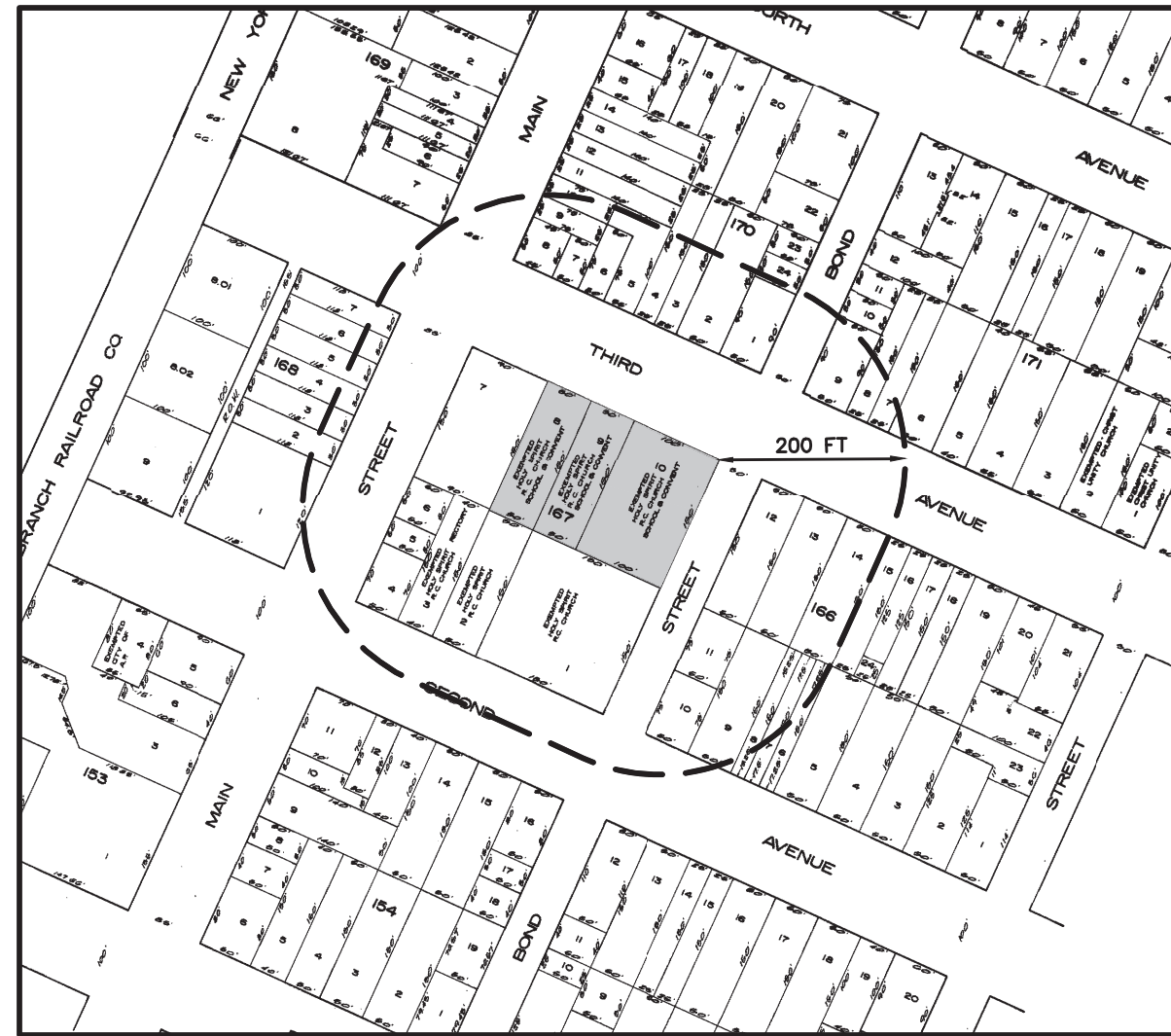
R W MUNDY, R. MANAGER
NEW JERSEY AMERICAN WATER COMPANY
661 SHREWSBURY AVENUE
SHREWSBURY, NJ 07702

ENGINEERING DEPARTMENT
CABLEVISION
PO BOX 68
BELMAR, NJ 07718

GARRETT GIBSONSON, DIR. OF PUBLIC MAINTENANCE
ASBURY PARK SEWER DEPARTMENT
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712



ZONE MAP
N.T.S.



AREA MAP
SCALE: 1" = 200'

R-2 ZONE BULK REQUIREMENTS TABLE

	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	2500 SF / UNIT = 40,000 SF	17,168 SF	17,168 SF
MAXIMUM DENSITY	17 D.U./Ac = 7	0	16
MAXIMUM FAR	0.5	1.44	1.44
MINIMUM LOT WIDTH	50	100	100
MINIMUM LOT FRONTAGE	N/A	N/A	N/A
MINIMUM LOT DEPTH	N/A	N/A	N/A
MINIMUM FRONT YARD SETBACK	25 FT	24.02 FT - THIRD 9.37 FT - BOND	NO CHANGE
MINIMUM SIDE YARD SETBACK	6 FT	16.15 FT	NO CHANGE
MINIMUM COMBINED YARD SETBACK	14 FT	43.7 FT	NO CHANGE
MAXIMUM PERCENT BUILDING COVER	25%	48%	NO CHANGE
MAXIMUM PERCENT LOT COVER	N/A	N/A	N/A
MAXIMUM NUMBER OF STORIES	2.5	3	NO CHANGE
MAXIMUM BUILDING HEIGHT	30 FT	>30 FT	NO CHANGE
MINIMUM IMPROVABLE LOT AREA	N/A	N/A	N/A
OFF-STREET PARKING SPACES	32	-	17
LOADING SPACES	N/A	N/A	N/A
SIGNS	-	NONE	NONE
EXISTING USE OR USES:	HOLY SPIRIT SCHOOL - VACANT		
PROPOSED USE OR USES:	16 (2) BEDROOM APARTMENTS		
EXISTING FLOOR AREA:	8,418 SF		
PROPOSED FLOOR AREA:	8,418 SF		

PARKING SCHEDULE			
USE	CRITERIA	REQUIRED	PROVIDED
MULTI-FAMILY 2 BR	2/UNIT	32	17 (1) 1.06 PER UNIT

NOTES:
(1) VARIANCE PREVIOUSLY GRANTED

RECAPITULATION

- TOTAL SITE AREA = 66,324 ± SF (1.52 ACRES)(BEFORE SUBDIVISION)
- TOTAL AREA THIS APPLICATION = 17,168 ± SF (0.39 ACRES)

SITE INVENTORY			
COVERAGE	EXISTING	PROPOSED	PERCENT
BUILDINGS	8,418 SF	8,418 SF	49.04
PVMT/WALKS	5,734 SF	5,146 SF	29.97
GRASS/LANDSCAPING	3,016 SF	3,604 SF	20.99

- LOT & BLOCK NUMBERS TAKEN FROM CITY OF ASBURY PARK TAX MAP SHEET 27
- SITE IS SITUATED IN ZONE R-2 AS DELINEATED ON THE CITY OF ASBURY PARK ZONING MAP
- SITE IS DESIGNED ON PRELIMINARY ARCHITECTURAL DRAWINGS, MINOR ADJUSTMENTS MAY BE REQUIRED FOR FINAL ARCHITECTURAL REQUIREMENTS
- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ASBURY PARK AND COUNTY OF MONMOUTH DETAILS AND SPECIFICATIONS
- ALL UNDERGROUND UTILITIES TO BE VERIFIED WITH THE UTILITY COMPANIES PRIOR TO START OF CONSTRUCTION
- ALL SITE GRADING TO BE DONE IN ACCORDANCE WITH DETAILS SHOWN HEREON. IN NO CASE SHALL THE CONTRACTOR GRADE THE SITE TO ALLOW PUDDLING OR SOIL EROSION ONTO ADJACENT PROPERTIES
- ESTIMATED SEWAGE OUTFLOW TO BE 3,600 G.P.D., NOT REQUIRING TWA STATE PERMIT
16 - 2 BR @ 225 G.P.D. = 3,600

WAIVERS PREVIOUSLY GRANTED:

- SECTION 150.12-b(1): PARKING STALL SIZE: 8.5'x19' REQUIRED, 8.5'x18' PROVIDED
- SECTION 150.14(a): 10' BUFFER STRIP REQUIRED, NONE PROVIDED
- SECTION 150.14(b): BUFFER STRIP AROUND PARKING, 5' REQUIRED, 4' PROVIDED
- SECTION 150.12(d): AISLE WIDTH, 24' REQUIRED, 22' PROPOSED
- SECTION 150.14(f): PARKING AREA LANDSCAPING, 10% REQUIRED, NONE PROVIDED
- SECTION 150.13(A): DRIVEWAY DISTANCE TO STREET, 50' REQUIRED, 0' PROPOSED

12.06/14/16	REV. PER FSCD COMMENTS	FVI
11.04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
10.03/07/16	REV. PER 2ND RESOLUTION COMPLIANCE REVIEW	FVI
9.01/22/16	REV. PER ENGINEERING MEETING	FVI
8.12/27/06	REV. PER BOARD APPROVAL	DT
7.10/13/06	REV. PER PLANNERS LETTER	TC
6.10/13/06	REV. PER PLANNERS COMMENTS	TC
5.05/16/06	REV. BULK TABLE AND SITE INVENTORY CHART	DT
4.10/25/05	REV. PER CLIENT	DT
3.8/04/03	REV. AS PER REVIEW LETTER	DT
2.4/10/97	REV. RECAPITULATION	TRP
1.3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
Vicinity and Key Maps, Recapitulation

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



1971 Route 34 - Wall Township, New Jersey 07719 - Phone: (732) 449-0099 Fax: (732) 449-3131
www.stantec.com

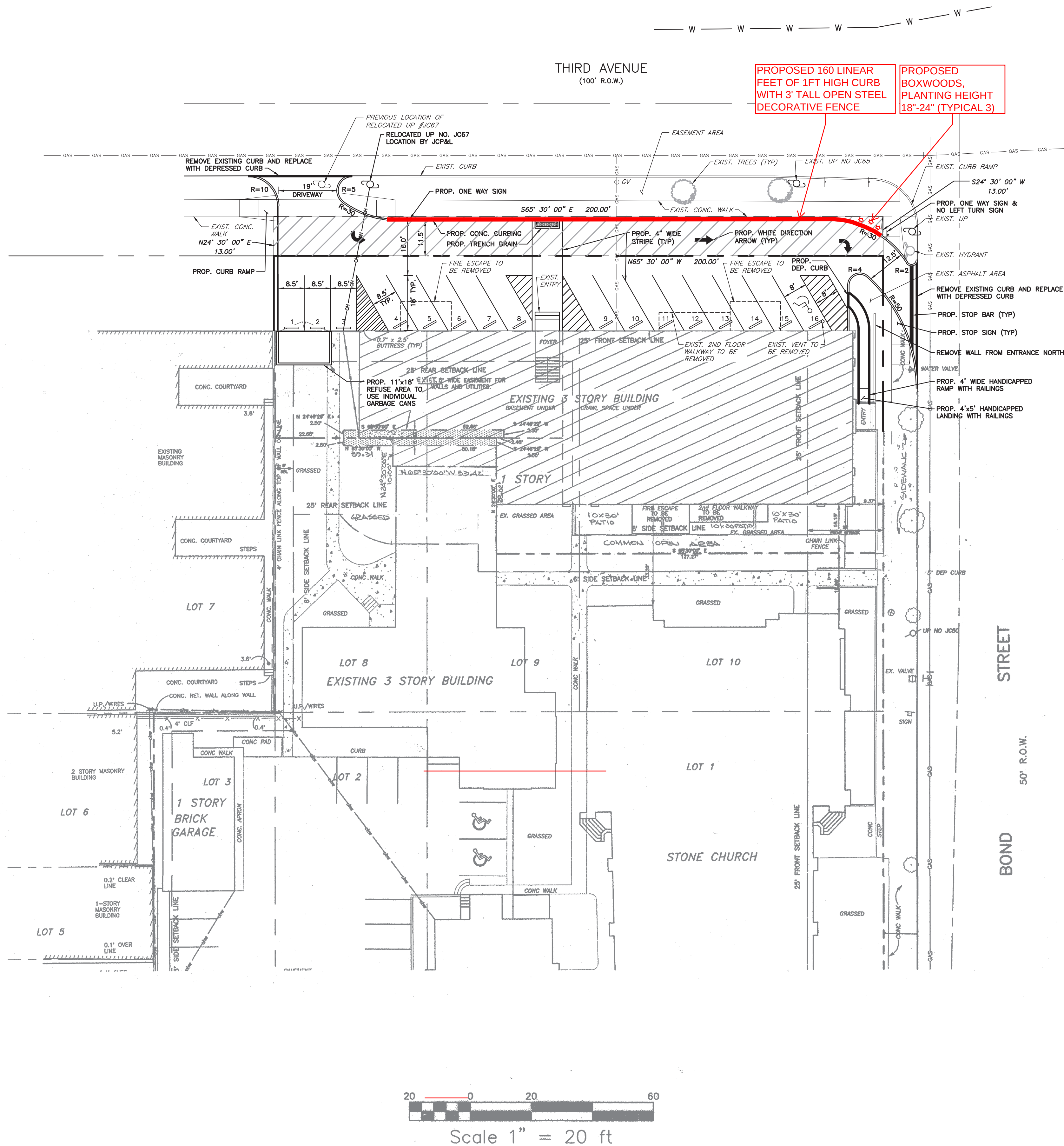
JOB NO:	192530022
SHEET:	SP-1
SCALE:	AS SHOWN
DATE:	2/5/97
DRAWN BY:	DT

Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

N.J. LICENSE # 24321

6/14/16
DATE:

OWNERSHIP OF DOCUMENTS
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METES AND BOUNDS DESCRIPTION FOR AN EASEMENT AREA
WITHIN THE THIRD AVENUE RIGHT OF WAY
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF BOND STREET (50 FEET WIDE) WITH THE SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE (100 FEET WIDE); THENCE RUNNING,

1. ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE, N 65° 30' 00" W, 200.00 FEET TO A POINT THEREON; THENCE,
2. AT RIGHT ANGLES TO AND THROUGH THE THIRD AVENUE PUBLIC RIGHT OF WAY, N 24° 30' 00" E, 13.00 FEET TO A POINT; THENCE,
3. PARALLEL WITH THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE, S 65° 30' 00" E, 200.00 FEET TO A POINT; THENCE,
4. AT RIGHT ANGLES TO SAID SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE, S 24° 30' 00" W, 13.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN AREA OF 2,600 SQUARE FEET MORE OR LESS.

BEING AN AREA WITHIN THE PUBLIC RIGHT OF WAY OF THIRD AVENUE TO OCCUPY WITH CURB, ASPHALT PAVEMENT, AND APPURTENANCES TO SERVE AS A CIRCULATION AISLE WITHIN A PARKING AREA ON THE ABUTTING PROPERTY.

GENERAL NOTES:

1. SCOPE OF PROJECT IS TO CONVERT AN EXISTING CHRISTIAN EDUCATION BUILDING TO 16 (2 BEDROOM) CONDOMINIUMS.
2. PROPOSED PROJECT IS SITUATED ON LOT 1.02 BLOCK 167 IN THE CITY OF ASBURY PARK AS SHOWN ON SHEET 27 OF THE OFFICIAL TAX MAP. SITE CONTAINS 0.32 ACRES (17,168 SF).
3. THIS MAP IS BASED ON INFORMATION GATHERED IN THE FIELD BY INNOVATIVE ENGINEERING, INC.
4. ALL ELEVATIONS SHOWN ARE BASED ON USC&G DATUM.
5. PUBLIC WATER IS EXISTING TO SITE. CONNECTION SIZE TO BE VERIFIED THROUGH ARCHITECTURALS, BOCA AND LOCAL CODES.
6. ALL PROPOSED LIGHTING IS TO BE SHIELDED TO PREVENT GLARE ON ADJACENT PROPERTIES.
7. ALL EXISTING CONDITIONS AND DIMENSIONS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE CODES AND ORDINANCES.
9. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT AND CONSTRUCTION.
10. CONTRACTORS SHALL ASSUME RESPONSIBILITY FOR PLACEMENT AND BACKFILL OF ALL SANITARY SEWER PIPE IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS.(IF NECESSARY)
11. PROJECT SITE SHALL BE CLEARED ONLY AS REQUIRED. EXISTING TREES SHALL BE PROTECTED ALONG ALL EXCAVATION AND CONSTRUCTION LIMITS.(IF NECESSARY)
12. CONTRACTOR TO BE RESPONSIBLE FOR MAINTENANCE, CLEANUP AND SECURITY OF ALL FACILITIES DURING CONSTRUCTION. UPON ACCEPTANCE OF ALL SITE IMPROVEMENTS, OWNER SHALL ASSUME RESPONSIBILITY.
13. MAINTENANCE SCHEDULE:
 - a. SEDIMENT CLEANUP WITHIN DRAINAGE FACILITIES SHALL BE SCHEDULED ONCE EVERY TWO MONTHS, OR AS NEEDED.
 - b. CONTRACTOR TO BE RESPONSIBLE FOR MAINTENANCE OF ALL FACILITIES DURING CONSTRUCTION.
14. LANDSCAPED AREAS SHALL BE SHOWN ON PLAN. EXISTING TREES IN GOOD CONDITION SHALL REMAIN WHEREVER POSSIBLE.
15. ALL ROOF RUNOFF TO REMAIN DIRECTED TO EXISTING DOWN SPOUTS.
16. PROPOSED TELEPHONE, ELECTRICAL, CATV AND GAS SERVICES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH LOCAL UTILITY STANDARDS.(IF NECESSARY)
17. ALL TRAFFIC CONTROL DEVICES, SIGNS AND STRIPPING, ETC. TO BE INSTALLED IN ACCORDANCE WITH PREVAILING STANDARDS AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
18. ALL FILL MATERIAL TO BE COMPACTED TO 95% PROCTOR DENSITY. ALL FILL MATERIAL TO BE CLEAN GRANULAR MATERIAL.
19. REFUSE TO BE STORED AND COLLECTED IN ACCORDANCE WITH LOCAL REGULATIONS, AND IN ACCORDANCE WITH LOCAL RECYCLING ORDINANCES.
20. RECYCLING TO BE STORED IN ACCORDANCE WITH SECTION 155.1 OF THE CITY OF ASBURY PARK ZONING ORDINANCE. STORAGE WILL BE INSIDE TRASH ENCLOSURE (192 S.F. MIN.).
21. SIDEWALK TO BE REMOVED FOR UTILITY TRENCHES SHALL BE SAW-CUT AT THE NEAREST JOINT TO AID IN THE BLENDING OF NEWLY CONSTRUCTED SIDEWALK WITH THE EXISTING SIDEWALK.
22. EASEMENT FILING SHALL BE SUBMITTED BY THE CLIENT TO THE TOWN VIA CLIENTS ATTORNEY.

12.06/14/16	REV. PER FSCD COMMENTS	FVI
11.04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
10.03/07/16	REV. PER 2ND RESOLUTION COMPLIANCE REVIEW	FVI
9.01/22/16	REV. PER ENGINEERING MEETING	FVI
8.12/27/06	REV. PER BOARD APPROVAL	DT
7.10/13/06	REV. PER PLANNERS LETTER	TC
6.10/13/06	REV. PER PLANNERS COMMENTS	TC
5.05/16/06	REV. BULK TABLE AND SITE INVENTORY CHART	DT
4.10/25/05	REV. PER CLIENT	DT
3.8/04/03	REV. AS PER REVIEW LETTER	DT
2.4/10/97	REV. RECAPITULATION	TRP
1.3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:
		INITI:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

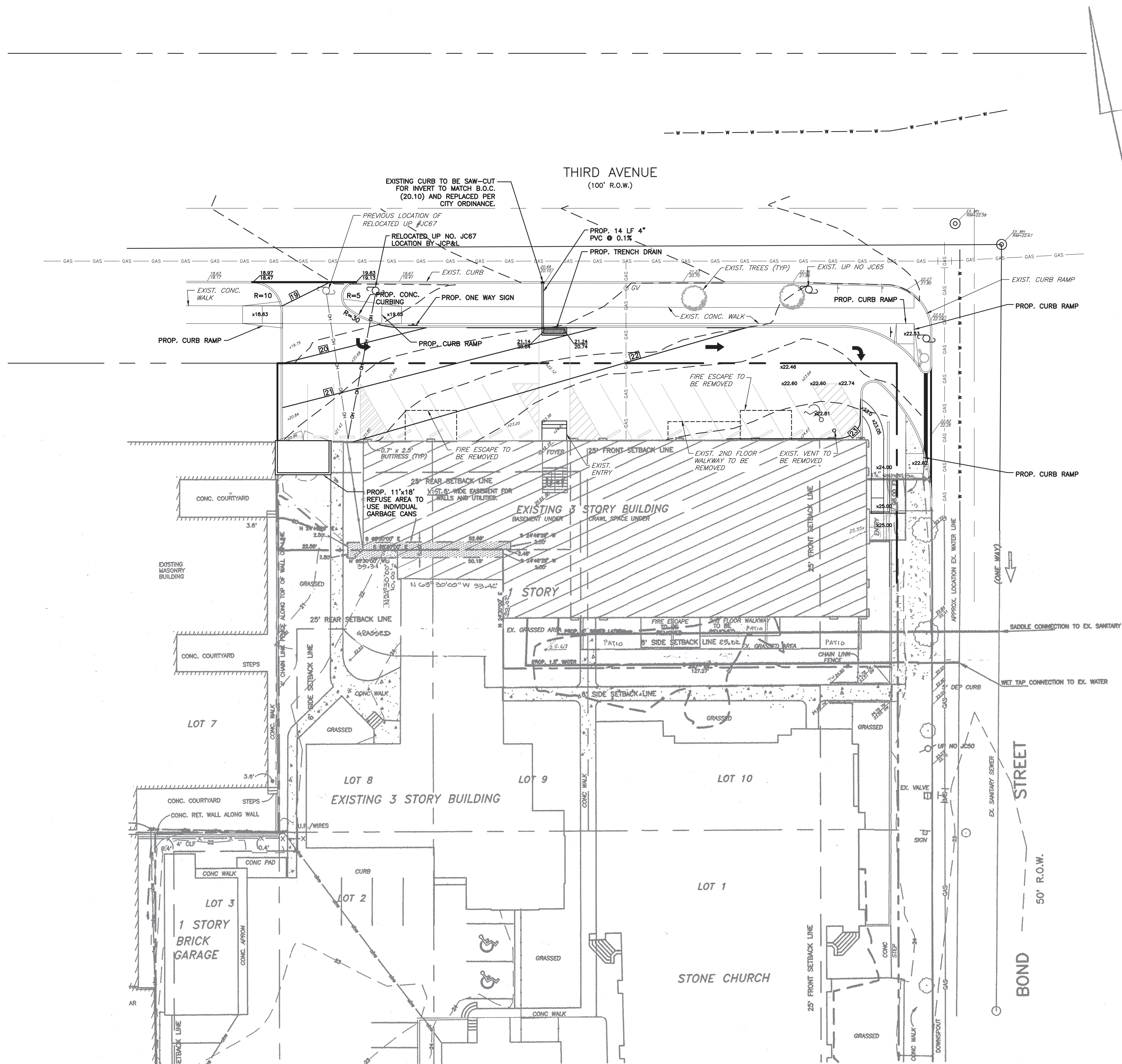


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JOB NO:	192530022	Louis A. Scheidt PROFESSIONAL ENGINEER PROFESSIONAL PLANNER
SHEET:	SP-2	
SCALE:	AS SHOWN	
DATE:	2/5/97	
DRAWN BY:	DT	N.J. LICENSE # 24321

6/14/16
DATE:

NOTE:
ANY CURB & SIDEWALK TO BE REMOVED FOR UTILITY
TRENCHES SHALL BE SAW-CUT AT THE NEAREST JOINT TO
AID THE BLENDING OF NEWLY CONSTRUCTED CURB &
SIDEWALK WITH EXISTING.



NOTE:
SLOPE OF PROPOSED GRADING
IS $\leq 2\%$ IN ADA AREA.

LEGEND

	HYDRANT
	UTILITY VALVE
	OVERHEAD WIRES
	APPROX. LOC. UNDERGROUND GAS LINE
	APPROX. LOC. UNDERGROUND WATER LINE
	UTILITY POLE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED TOP OF CURB EL.
	PROPOSED GUTTER EL.
	EXISTING TOP OF CURB EL.
	EXISTING GUTTER EL.

12.	06/14/16	REV. PER FSCD COMMENTS	FVI
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10.	03/07/16	REV. PER 2ND RESOLUTION COMPLIANCE REVIEW	FVI
9.	01/22/16	REV. PER ENGINEERING MEETING	FVI
8.	12/27/06	REV. PER BOARD APPROVAL	DT
7.	10/13/06	REV. PER PLANNERS LETTER	TC
6.	10/13/06	REV. PER PLANNERS COMMENTS	TC
5.	05/16/06	REV. BULK TABLE AND SITE INVENTORY CHART	DT
4.	10/25/05	REV. PER CLIENT	DT
3.	8/04/03	REV. AS PER REVIEW LETTER	DT
2.	4/10/97	REV. RECAPITULATION	TRP
1.	3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:	INIT:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
GRADING & DRAINAGE

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



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JOB NO: 192530022
SHEET: SP-3
SCALE: AS SHOWN
DATE: 2/5/97
DRAWN BY: DT

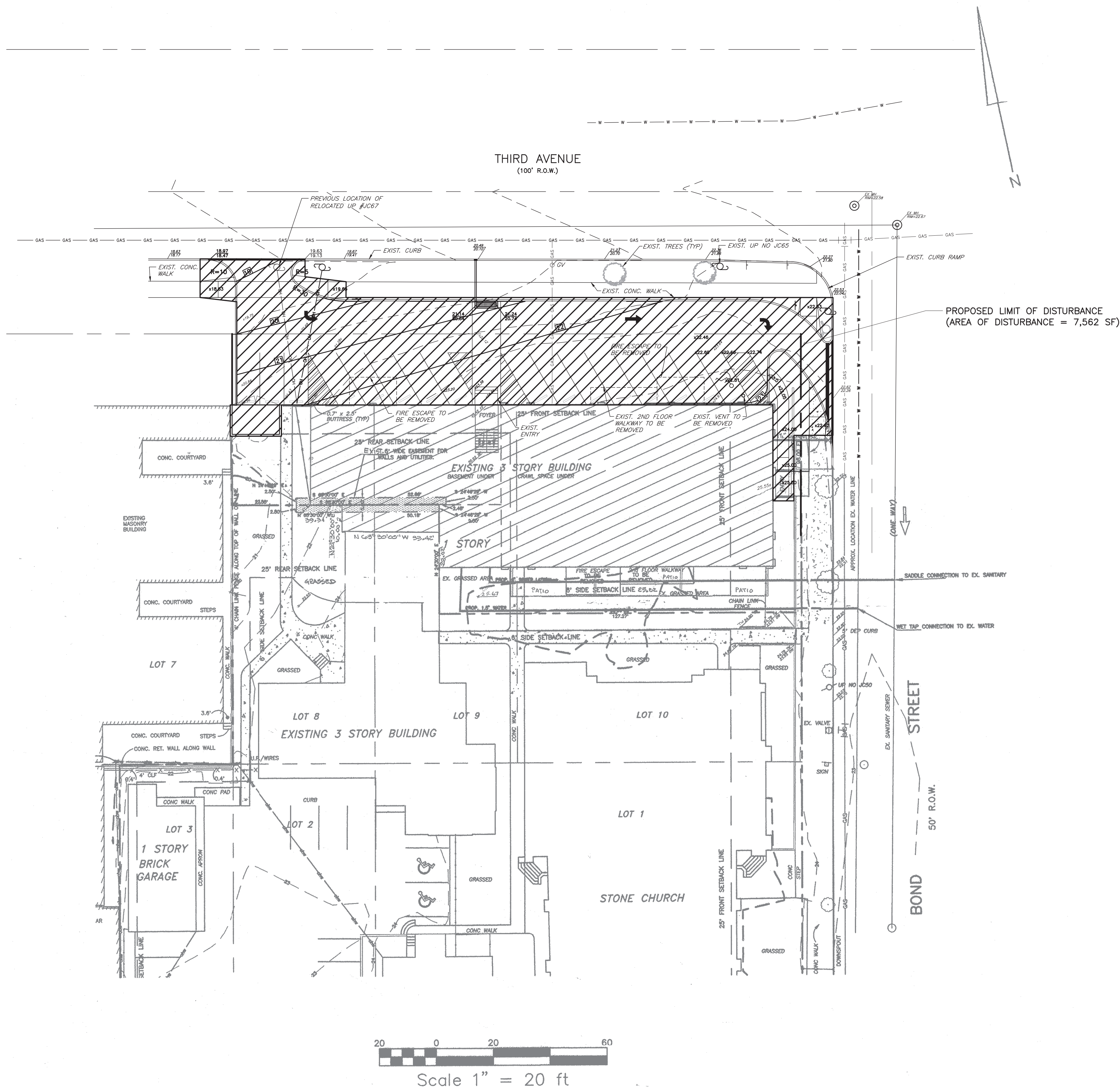
Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

N.J. LICENSE # 24321

6/14/16
DATE:

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2.	4/10/97	REV. RECAPITULATION	TRP
1.	3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:	INITI:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
SOIL EROSION & SEDIMENTATION PLAN

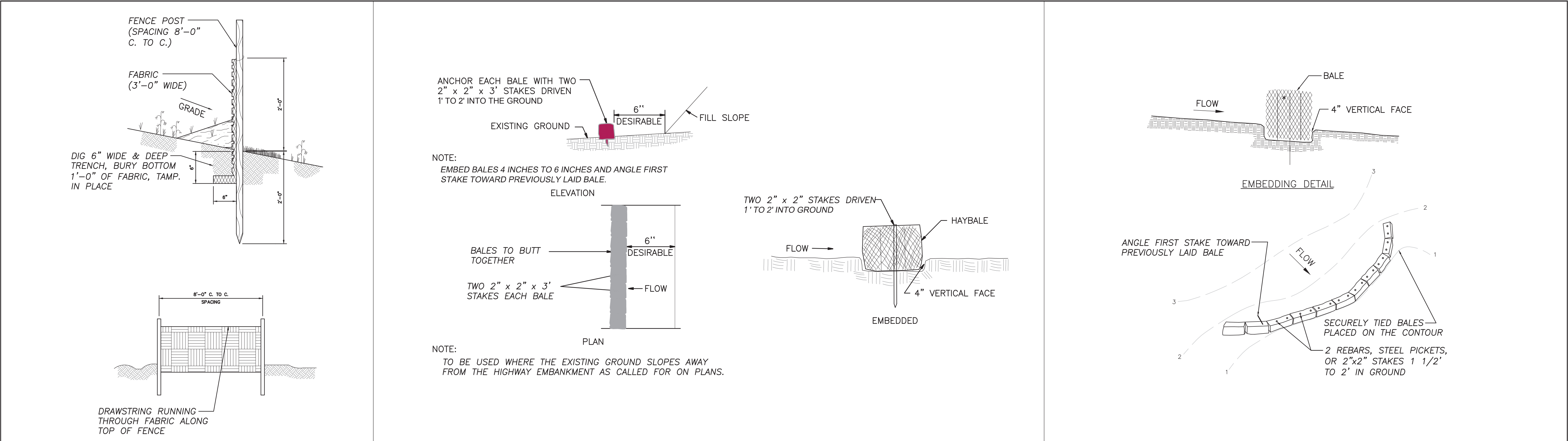
PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

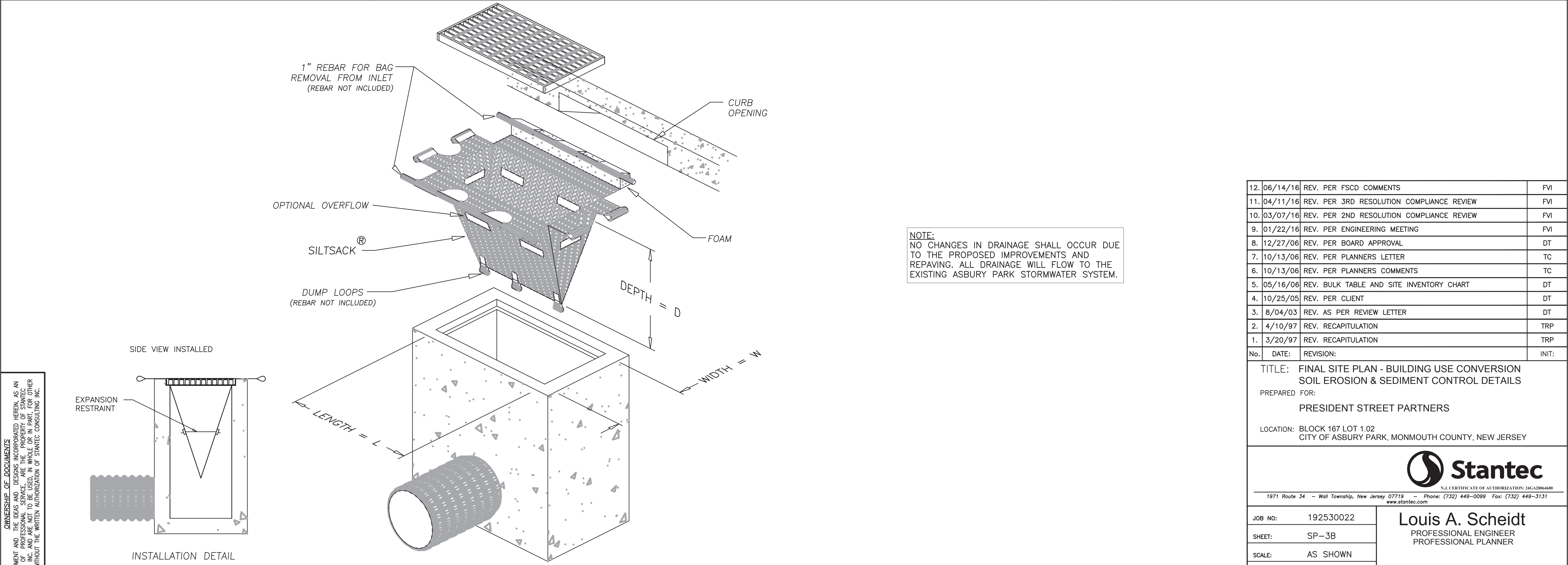


N.J. CERTIFICATE OF AUTHORIZATION: 24GA28064600
1971 Route 34 -- Wall Township, New Jersey 07719 -- Phone: (732) 449-0099 Fax: (732) 449-3131
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JOB NO:	192530022	Louis A. Scheidt PROFESSIONAL ENGINEER PROFESSIONAL PLANNER
SHEET:	SP-3A	
SCALE:	AS SHOWN	
DATE:	2/5/97	
DRAWN BY:	DT	N.J. LICENSE # 24321
		6/14/16 DATE:



1	SILT FENCE DETAIL (TYPICAL)	2	HAY BALE DETAIL (IF REQUIRED)	3	PLACEMENT AND ANCHORING DETAIL & BALE SEDIMENT BARRIERS (IF REQUIRED)
SCALE: NTS		SCALE: NTS		SCALE: NTS	



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2.	4/10/97	REV. RECAPITULATION	TRP
1.	3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:	INIT:
TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION SOIL EROSION & SEDIMENT CONTROL DETAILS PREPARED FOR: PRESIDENT STREET PARTNERS LOCATION: BLOCK 167 LOT 1.02 CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY			
 N.J. CERTIFICATE OF AUTHORIZATION: 24GA28064600 1971 Route 34 -- Wall Township, New Jersey 07719 -- Phone: (732) 449-0099 Fax: (732) 449-3131 www.stantec.com			
JOB NO:	192530022	Louis A. Scheidt PROFESSIONAL ENGINEER PROFESSIONAL PLANNER	
SHEET:	SP-3B		
SCALE:	AS SHOWN		
DATE:	2/5/97		
DRAWN BY:	DT	N.J. LICENSE # 24321	6/14/16 DATE:

SOIL EROSION AND SEDIMENT CONTROL NOTES

1. The Freehold Soil Conservation District shall be notified forty-eight (48) hours in advance of any soil disturbing activity.
2. All Soil Erosion and Sediment Control practices are to be installed prior to soil disturbance, or in their proper sequence, and maintained until permanent protection is established.
3. Any changes to the Certified Soil Erosion and Sediment Control Plans will require the submission of revised Soil Erosion and Sediment Control Plans to the District for re-certification. The revised plans must meet all current State Soil Erosion and Sediment Control Standards.
4. N.J.S.A 4:24-39 et. Seq. requires that no Certificates of Occupancy be issued before the District determines that a project or portion thereof is in full compliance with the Certified Plan and Standards for Soil Erosion and Sediment Control in New Jersey and a Report of Compliance has been issued. Upon written request from the applicant, the District may issue a Report of Compliance with conditions on a lot-by-lot or section-by-section basis, provided that the project or portion thereof is in satisfactory compliance with the sequence of development and temporary measures for soil erosion and sediment control have been implemented, including provisions for stabilization and site work.
5. Any disturbed areas that will be left exposed more than sixty (60) days, and not subject to construction traffic, will immediately receive a temporary seeding. If the season prevents the establishment of temporary cover, the disturbed areas will be mulched with straw, or equivalent material, at a rate of 2 to 2 ½ tons per acre, according to the Standard for Stabilization with Mulch Only.
6. Immediately following initial disturbance or rough grading, all critical areas subject to erosion (i.e. soil stockpiles, steep slopes and roadway embankments) will receive temporary seeding in combination with straw mulch or a suitable equivalent, and a mulch anchor, in accordance with State Standards.
7. A sub-base course will be applied immediately following rough grading and installation of improvements to stabilize streets, roads, driveways, and parking areas. In areas where no utilities are present, the sub-base shall be installed within fifteen (15) days of the preliminary grading.
8. The Standard for Stabilized Construction Access requires the installation of a pad of clean crushed stone at points where traffic will be accessing the construction site. After interior roadways are paved, individual lots require a stabilized construction access consisting of one inch to two inch (1" - 2") stone for a minimum length of ten feet (10') equal to the lot entrance width. All other access points shall be blocked off.
9. All soil washed, dropped, spilled, or tracked outside the limit of disturbance or onto public right-of-ways will be removed immediately.
10. Permanent vegetation is to be seeded or sodded on all exposed areas within ten (10) days after final grading.
11. At the time that site preparation for permanent vegetative stabilization is going to be accomplished, any soil that will not provide a suitable environment to support adequate vegetative ground cover shall be removed or treated in such a way that it will permanently adjust the soil conditions and render it suitable for vegetative ground cover. If the removal or treatment of the soil will not provide suitable conditions, non-vegetative means of permanent ground stabilization will have to be employed.
12. In accordance with the Standard for Management of High Acid Producing Soils, any soil having a pH of 4 or less or containing iron sulfides shall be ultimately placed or buried with limestone applied at the rate of 10 tons/acre, (or 450 lbs/1,000 sq ft of surface area) and covered with a minimum of 12" of settled soil with a pH of 5 or more, or 24" where trees or shrubs are to be planted.
13. Conduit Outlet Protection must be installed at all required outfalls prior to the drainage system becoming operational.
14. Unfiltered dewatering is not permitted. Necessary precautions must be taken during all dewatering operations to minimize sediment transfer. Any dewatering methods used must be in accordance with the Standard for Dewatering.
15. Should the control of dust at the site be necessary, the site will be sprinkled until the surface is wet, temporary vegetative cover shall be established or mulch shall be applied as required by the Standard for Dust Control.
16. Stockpile and staging locations established in the field shall be placed within the limit of disturbance according to the certified plan. Staging and stockpiles not located within the limit of disturbance will require certification of a revised Soil Erosion and Sediment Control Plan. Certification of a new Soil Erosion and Sediment Control Plan may be required for these activities if an area greater than 5,000 square feet is disturbed.
17. All soil stockpiles are to be temporarily stabilized in accordance with Soil Erosion and Sediment Control note #6.
18. The property owner shall be responsible for any erosion or sedimentation that may occur below stormwater outfalls or offsite as a result of construction of the project.

Freehold Soil Conservation District
400 Kozloski Road
Freehold, NJ 07728

STANDARD
FOR
PERMANENT VEGETATIVE COVER FOR SOIL STABILIZATION

Definition

Establishment of permanent vegetative cover on exposed soils where perennial vegetation is need for long term protection.

Purpose

To permanently stabilize the soil, assuring conservation of soil and water, and to enhance the environment.

Where Applicable

On exposed soils that have a potential for causing off-site environmental damage.

Methods and Materials

I. Site Preparation

- A. Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. All grading should be done in accordance with Standard for Land Grading.
- B. Immediately prior to seeding and topsoil application, the subsoil shall be evaluated for compaction in accordance with the Standard for Land Grading.
- C. Topsoil should be handled only when it is dry enough to work without damaging the soil structure. A uniform application to a depth of 5 inches (unsettled) is required on all sites. Topsoil shall be amended with organic matter, as needed, in accordance with the Standard for Topsoiling.
- D. Install needed erosion control practices or facilities such as diversions, grade-stabilization structures, channel stabilization measures, sediment basins, and waterways.

II. Seedbed Preparation

- A. Uniformly apply ground limestone and fertilizer to topsoil which has been spread and firmed, according to soil test recommendations such as offered by Rutgers Co-operative Extension Soil sample mailers are available from the local Rutgers Cooperative Extension offices (<http://njaes.rutgers.edu/county/>). Fertilizer shall be applied at the rate of 500 pounds per acre or 11 pounds per 1,000 square feet of 10-10-10 or equivalent with 50% water insoluble nitrogen unless a soil test indicates otherwise and incorporated into the surface 4 inches. If fertilizer is not incorporated, apply one-half the rate described above during seedbed preparation and repeat another one-half rate application of the same fertilizer within 3 to 5 weeks after seeding.

SOIL TEXTURE	TONS/ACRE	LBS./1,000	SQ. FT.
Clay, clay loam, and high organic soil	4	180	
Sandy loam, loam, silt loam	3	135	
Loamy sand, sand	2	90	

Pulverized dolomitic limestone is preferred for most soils south of the New Brunswick-Trenton line.

- B. Work lime and fertilizer into the soil as nearly as practical to a depth of 4 inches with a disc, spring tooth harrow, or other suitable equipment. The final harrowing or discing operation should be on the general contour. Continue tillage until a reasonably uniform, fine seeded is prepared.

- C. High acid producing soil. Soils having a pH of 4 or less or containing iron sulfide shall be covered with a minimum of 12 inches of soil of pH of 5 or more before initiating seedbed preparation. See Standard for Management of High Acid-Producing Soils for specific requirements.

III. Seeding

- A. Select a mixture from Table 4-3 or use a mixture recommended by Rutgers Cooperative Extension or Natural Resources Conservation Service which is approved by the Soil Conservation District. Seed germination shall have been tested within 12 months of the planting date. No seed shall be accepted with a germination test date more than 12 months old unless retested.

1. Seeding rates specified are required when a report of compliance is requested prior to actual establishment of permanent vegetation. Up to 50% reduction in rates may be used when permanent vegetation is established prior to a report of compliance inspection. These rates apply to all methods of seeding. Establishing permanent vegetation means 80% vegetative coverage with the specified seed mixture for the seeded area and mowed once.

2. Warm-season mixtures are grasses and legumes which maximize growth at high temperatures, generally 85o F and above. See Table 4-3 mixtures 1 to 7. Planting rates for warm-season grasses shall be the amount of Pure Live Seed (PLS) as determined by germination testing results.

3. Cool-season mixtures are grasses and legumes which maximize growth at temperatures below 85oF. Many grasses become active at 65oF. See Table 4-3, mixtures 8-20. Adjustment of planting rates to compensate for the amount of PLS is not required for cool season grasses.

- B. Conventional Seeding is performed by applying seed uniformly by hand, cyclone (centrifugal) seeder, drop seeder, drill or cultipacker seeder. Except for drilled, hydroseeded or cultipacked seedings, seed shall be incorporated into the soil within 24 hours of seedbed preparation to a depth of 1/4 to 1/2 inch, by raking or dragging. Depth of seed placement may be 1/4 inch deeper on coarse-textured soil.

- C. After seeding, firming the soil with a corrugated roller will assure good seed-to-soil contact, restore capillary, and improve seedling emergence. This is the preferred method. When performed on the contour, sheet erosion will be minimized and water conservation on site will be maximized.

- D. Hydroseeding is a broadcast seeding method usually involving a truck, or trailer-mounted tank, with an agitation system and hydraulic pump for mixing seed, water and fertilizer and spraying the mix onto the prepared seedbed. Mulch shall not be included in the tank with seed. Short-fibered mulch may be applied with a hydroseeder following seeding. (also see Section 4-Mulching below). Hydroseeding is not a preferred seeding method because seed and fertilizer are applied to the surface and not incorporated into the soil. When poor seed to soil contact occurs, there is a reduced seed germination and growth.

IV. Mulching

Mulching is required on all seeding. Mulch will protect against erosion before grass is established and will promote faster and earlier establishment. The existence of vegetation sufficient to control soil erosion shall be deemed compliance with this mulching requirement.

- A. Straw or Hay. Unrotted small grain straw, hay free of seeds, to be applied at the rate of 1-1/2 to 2 tons per acre (70 to 90 pounds per 1,000 square feet), except that where a crimper is used instead of a liquid mulch-binder (tackifying or adhesive agent), the rate of application is 3 tons per acre. Mulch chopper-blowers must not grind the mulch. Hay mulch is not recommended for establishing fine turf or lawns due to the presence of weed seed.

Application - Spread mulch uniformly by hand or mechanically so that at least 85% of the soil surface is covered. For uniform distribution of hand-spread mulch, divide area into approximately 1,000 square feet sections and distribute 70 to 90 pounds within each section.

Anchoring shall be accomplished immediately after placement to minimize loss by wind or water. This may be done by one of the following methods, depending upon the size of the area, steepness of slopes, and costs.

1. Peg and Twine. Drive 8 to 10 inch wooden pegs to within 2 to 3 inches of the soil surface every 4 feet in all directions. Stakes may be driven before or after applying mulch. Secure mulch to soil surface by stretching twine between pegs in a criss-cross and a square pattern. Secure twine around each peg with two or more round turns.
2. Mulch Nettings - Staple paper, jute, cotton, or plastic nettings to the soil surface. Use a degradable netting in areas to be mowed.
3. Crimper (mulch anchoring coultter tool) - A tractor-drawn implement, somewhat like a disc harrow, especially designed to push or cut some of the broadcast long fiber mulch 3 to 4 inches into the soil so as to anchor it and leave part standing upright. This technique is limited to areas traversable by a tractor, which must operate on the contour of slopes. Straw mulch rate must be 3 tons per acre. No tackifying or adhesive agent is required.
4. Liquid Mulch-Binders - May be used to anchor salt hay, hay or straw mulch.

- a. Applications should be heavier at edges where wind may catch the mulch, in valleys, and at crests of banks. The remainder of the area should be uniform in appearance.

- b. Use one of the following:
Organic and Vegetable Based Binders - Naturally occurring, powder-based, hydrophilic materials when mixed with water formulates a gel and when applied to mulch under satisfactory curing conditions will form membraned networks of insoluble polymers. The vegetable gel shall be physiologically harmless and not result in a phytotoxic effect or impede growth of turf grass. Use at rates and weather conditions as recommended by the manufacturer to anchor mulch materials. Many new products are available, some of which may need further evaluation for use in this state.

- (2) Synthetic Binders - High polymer synthetic emulsion, miscible with water when diluted and, following application of mulch, drying and curing, shall no longer be soluble or dispersible in water. Binder shall be applied at rates recommended by the manufacturer and remain tacky until germination of grass.

Note: All names given above are registered trade names. This does not constitute a recommendation of these products to the exclusion of other products.

- B. Wood-fiber or paper-fiber mulch - shall be made from wood, plant fibers or paper containing no growth or germination inhibiting materials, used at the rate of 1,500 pounds per acre (or as recommended by the product manufacturer) and may be applied by a hydroseeder. Mulch shall not be mixed in the tank with seed. Use is limited to flatter slopes and during optimum seeding periods in spring and fall.

- C. Pelletized mulch - compressed and extruded paper and/or wood fiber product, which may contain co-polymers, tackifiers, fertilizers, and coloring agents. The dry pellets, when applied to a seeded area and watered, form a mulch mat. Pelletized mulch shall be applied in accordance with the manufacturer's recommendations. Mulch may be applied by hand or mechanical spreader at the rate of 60-75 lbs/1,000 square feet and activated with 0.2 to 0.4 inches of water. This material has been found to be beneficial for use on small lawn or renovation areas, seeded areas where weed-seed free mulch is desired, or on sites where straw mulch and tackifier agent are not practical or desirable. Applying the full 0.2 to 0.4 inches of water after spreading pelletized mulch on the seed bed is extremely important for sufficient activation and expansion of the mulch to provide soil coverage.

5. Irrigation (where feasible)

If soil moisture is deficient supply new seeding with adequate water (a minimum of 1/4 inch applied up to twice a day until vegetation is well established). This is especially true when seedings are made in abnormally dry or hot weather or on droughty sites.

6. Topdressing

Since soil organic matter content and slow release nitrogen fertilizer (water insoluble) are prescribed in Section 2A - Seedbed Preparation in this Standard, no follow-up of topdressing is mandatory. An exception may be made where gross nitrogen deficiency exists in the soil to the extent that turf failure may develop. In that instance, topdress with 10-10-10 or equivalent at 300 pounds per acre or 7 pounds per 1,000 square feet every 3 to 5 weeks until the gross nitrogen deficiency in the turf is ameliorated.

7. Establishing Permanent Vegetative Stabilization

The quality of permanent vegetation rests with the contractor. The timing of seeding, preparing the seedbed, applying nutrients, mulch and other management are essential. The

application rates in Table 4-3 are required when a Report of Compliance is requested prior to actual establishment of permanent vegetation. Up to 50% reduction in application rates may be used when permanent vegetation is established prior to requesting a Report of Compliance from the district. These rates apply to all methods of seeding. Establishing permanent vegetation means 80% vegetative cover (of the seeded species) and mowed once. Note this designation of mowed once does not guarantee the permanency of the turf should other maintenance factors be neglected or otherwise mismanaged.

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1.	3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:	INITI:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
SOIL EROSION & SEDIMENT CONTROL NOTES

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



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www.stantec.com

JOB NO:	192530022	Louis A. Scheidt PROFESSIONAL ENGINEER PROFESSIONAL PLANNER
SHEET:	SP-3C	
SCALE:	AS SHOWN	
DATE:	2/5/97	
DRAWN BY:	DT	N.J. LICENSE # 24321

6/14/16
DATE:

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STANDARD
FOR
TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION

Definition

Establishment of temporary vegetative cover on soils exposed for periods of two to 6 months which are not being graded, not under active construction or not scheduled for permanent seeding within 60 days.

Purpose

To temporarily stabilize the soil and reduce damage from wind and water erosion until permanent stabilization is accomplished.

Water Quality Enhancement

Provides temporary protection against the impacts of wind and rain, slows the over land movement of stormwater runoff, increases infiltration and retains soil and nutrients on site, protecting streams or other stormwater conveyances.

Where Applicable

On exposed soils that have the potential for causing off-site environmental damage.

Methods and Materials

I. Site Preparation

- Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. All grading should be done in accordance with Standards for Land Grading, pg. 19–1.
- Install needed erosion control practices or facilities such as diversions, grade stabilization structures, channel stabilization measures, sediment basins, and waterways. See Standards 11 through 42.
- Immediately prior to seeding, the surface should be scarified 6" to 12" where there has been soil compaction. This practice is permissible only where there is no danger to underground utilities (cables, irrigation systems, etc.).

II. Seedbed Preparation

- Apply ground limestone and fertilizer according to soil test recommendations such as offered by Rutgers Co-operative Extension. Soil sample mailers are available from the local Rutgers Cooperative Extension offices. Fertilizer shall be applied at the rate of 500 pounds per acre or 11 pounds per 1,000 square feet of 10–20–10 or equivalent with 50% water insoluble nitrogen unless a soil test indicates otherwise. Apply limestone at the rate of 2 tons/acre unless soil testing indicates otherwise. Calcium carbonate is the equivalent and standard for measuring the ability of liming materials to neutralize soil acidity and supply calcium and magnesium to grasses and legumes.

PERMANENT VEGETATIVE MIXTURES, PLANTING RATES AND PLANTING DATES ¹															
SEED MIXTURE ²	PLANTING RATE ^a	PLANTING DATES										MAINTENANCE EFFORTS	REMARKS		
		O = Optimal Planting period A = Acceptable Planting period													
		PLANT HARDINESS ZONES (see Figure 8-1)													
		Zone 5b, 6a					Zone 6b								
		Zone 5b, 6a	Zone 6b	Zone 6a	Zone 6b	Zone 6a	Zone 6b	Zone 6a	Zone 6b	Zone 6a	Zone 6b				
WARM SEASON SEED MIXTURES															
1A. For Florida National Reserve Seed mixtures see Table 4-3 page 6-17															
1. Switchgrass and/or Coastal prairiegrass plus or Flats	15 20 20	35 35 45	O			O			O			C-D			
2. Deshlergrass or Switchgrass Bahiagrass	15 20 20	35 35 45	O			O			O			C-D	Use Deshlergrass if pH < 4.5. Switchgrass is native wildlife plant. Use for waterways. Bahiagrass provides quick cover.		
3. Switchgrass Deshlergrass or Little Bluestem Shiny leaved plantain Partridge pea	15 20 20	35 35 45	O			O			O			C-D	Florida native mix.		
4. Switchgrass Big Bluestem Little Bluestem Sand leaved grass	15 20 20	35 35 45	O			O			O			C-D	Native warm season mixture.		
5. Deshlergrass Zoysagrass (seed) Zoysagrass (topgill)	15 20	0.35 0.70	O			O			O			A-D	Deshlergrass has superior salt tolerance. Zoysagrass has greater wear tolerance.		
COOL SEASON SEED MIXTURES															
6. Fine Fescue (blend) Hard Fescue Chewgrass Fescue Strong Chewgrass Hard Fescue Kentucky Bluegrass Perennial ryegrass Perennial ryegrass plus White clover (see note at right)	45 20 5 10 15 20 5	1 1 10 1 1 10	A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	B-D	White clover can be mowed short and used to establish lawn.		
7. Strong Chewgrass and Fescue Kentucky Bluegrass Perennial ryegrass or Bahiagrass plus White clover	150 20 10	3 1 10	A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	B-D	Suitable waterway mix. Chewgrass bladders more drought tolerant than Bahiagrass.		
8. Tall fescue (leaf type) or Strong Chewgrass and Fescue or Perennial ryegrass	50 30 25	7 7 60	O	A ⁵	O	A ⁵	O	A ⁵	O	A ⁵	O	B-D	Tall fescue best suited for drought conditions. Use Chewgrass and Fescue in heavy shade.		
9. Deshlergrass Bahiagrass Wild eye (Elymus) Switchgrass	20 15 25	45 05 10	O			O			O			C-D	Native wet mix.		
10. Tall fescue (leaf type) Perennial ryegrass plus White clover (see note at right)	205 20 45	6 1 10	O	A ⁵	A ⁵	O	A ⁵	A ⁵	O	A ⁵	A ⁵	C-D	White clover can be established in lawn sites.		
11. Kentucky Bluegrass Tall fescue (leaf type)	45 45 22	1 1 10	A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	C-D	Bluegrass mix for nutrient uptake.		
12. Tall fescue (leaf type) Tall fescue (blend of 3 cultivars)	350 45 22	8 1 10	A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	C-D	Use in a managed blue mix for various uplake.		
13. Hard Fescue and/or Chewgrass Fescue and/or Strong Chewgrass and Fescue Perennial ryegrass Ky. Bluegrass (blend)	175 45 45	4 1 1	A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	A-C	General low-maintenance.		
14. Tall fescue Ky. Bluegrass (blend) Perennial ryegrass (blend)	205 20 45	6 0.50 0.50	A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	A-B	Adapted to field 3' cutlure mix of Kentucky Bluegrass.		
15. Hard Fescue Chewgrass Fescue Strong Chewgrass and Fescue Perennial ryegrass	150 45 45	3 1 10	A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	C-D	Low-maintenance flat fescue lawn mix.		
16. Rough fescue Strong Chewgrass and Fescue	90 150 3	20 3 1	A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	C-D	Moist shade.		
17. Chewgrass bahiagrass Chewgrass and fescue Aloha fescue	45 45 45	1 1 1	A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	B-D	Use bahiagrass under water conditions. Sedges will only persist under water conditions.		
18. Hard or Shaggy fescue N. E. wildflower mixture	25 12	0.60 0.85	O			O			O			C-D	Regional Wildflower and Hydroseeding not recommended.		
19. a. Smooth cordgrass b. Saltmarsh cordgrass	veg veg					O			O			D	Planted in the intertidal zone. Planted above mean high tide.		
20. American Bluestem Coastal prairiegrass	veg 20	45							O			D	Coastal prairiegrass may be introduced between rows of bahiagrass.		
21. a. Paspalum notatum b. Dwarf willow c. Bahiagrass d. Silt deposited	veg veg veg veg											D	Also refer to Chapter 10 of the USDA, NRCS Engineering Field Handbook.		

SOIL TEXTURE	TONS/ACRE	LBS./1,000 SQ. FT.
Clay, clay loam, and high organic soil	3	135
Sandy loam, loam, silt loam	2	90
Loamy sand, sand	1	45

Pulverized dolomitic limestone is preferred for most soils south of the New Brunswick–Trenton line.

- Work lime and fertilizer into the soil as nearly as practical to a depth of 4 inches with a disc, spring tooth harrow, or other suitable equipment. The final harrowing or discing operation should be on the general contour. Continue tillage until a reasonably uniform seedbed is prepared.
- inspect seedbed just before seeding. If traffic has left the soil compacted, the area must be retiled as above.
- Soils high in sulfides or having a pH of 4 or less refer to Standard for Management of High Acid Producing Soils, pg. 1–1.

III. Seeding

- Select seed from recommendations in Table 7–2.

SPECIES	SEEDING RATES (pounds)		OPTIMUM SEEDING DATE _2/_ Based on Plant Hardiness Zone _3/_			OPTIMUM SEED DEPTH 4/(inches)
	Per Acre	Per Acre	ZONE 5b, 6s	ZONE 6b	ZONE 7a, b	
Cold Season Grass						
1.Perennial ryegrass	100	1.0	3/15–6/1 8/1–9/15	3/15–5/15 8/15–10/1	2/15–5/1 8/15–10/15	0.5
2.Spring Oats	86	2.0	3/15–6/1 8/1–9/15	3/15–5/15 8/15–10/1	2/15–5/1 8/15–10/15	1.0
3.Winter Barley	96	2.2	8/1–9/15	8/15–10/1	8/15–10/15	1.0
4.Annual Ryegrass	100	1.0	3/15–6/1 8/1–9/15	3/15–6/1 8/1–9/15	2/15–5/1 8/15–10/15	0.5
5.Winter Cereal Rye	112	2.8	8/1–11/1	8/1–11/1	8/1–12/15	1.0
Warm Season Grass						
6.Pearl Millet	20	0.5	6/1–8/1	5/15–8/15	5/1–9/1	1.0
7.Millet (German or Hungarian)	30	0.7	6/1–8/1	5/15–8/15	5/1–9/1	1

- Seeding rate for warm season grass, selections 5 – 7 shall be adjusted to reflect the amount of Pure Line Seed (PLS) as determined by a germination test result. No adjustment is required for cool season grasses.
 - May be planted throughout summer if soil moisture is adequate or seeded area can be irrigated.
 - Plant Hardiness Zone (see figure 7–1, pg. 7–4.)
 - Twice the depth for sandy soils
- Conventional Seeding. Apply seed uniformly by hand, cyclone (centrifugal) seeder, drop seeder, drill or cultipacker seeder. Except for drilled, hydroseeded or cultipacked seedings, seed shall be incorporated into the soil, to a depth of 1/4 to 1/2 inch, by raking or dragging. Depth of seed placement may be 1/4 inch deeper on coarse textured soil.
 - Hydroseeding is a broadcast seeding method usually involving a truck or trailer mounted tank, with an agitation system and hydraulic pump for mixing seed, water and fertilizer and spraying the mix onto the prepared seedbed. Mulch shall not be included in the tank with seed. Short fibered mulch may be applied with a hydroseeder following seeding. (also see Section IV Mulching) Hydroseeding is not a preferred seeding method because seed and fertilizer are applied to the surface and not incorporated into the soil. Poor seed to soil contact occurs reducing seed germination and growth. Hydroseeding may be used for areas too deep for conventional equipment to traverse or too obstructed with rocks, stumps, etc.
 - After seeding, firming the soil with a corrugated roller will assure good seed-to-soil contact, restore capillarity, and improve seedling emergence. This is the preferred method. When performed on the contour, sheet erosion will be minimized and water conservation on site will be maximized.

IV. Mulching

Mulching is required on all seeding. Mulch will insure against erosion before grass is established and will promote faster and earlier establishment. The existence of vegetation sufficient to control soil erosion shall be deemed compliance with this mulching requirement.

- Straw or Hay. Unrotted small grain straw, hay free of seeds, applied at the rate of 1–1/2 to 2 tons per acre (70 to 90 pounds per 1,000 square feet), except that where a crimper is used instead of a liquid mulch-binder (tackifying or adhesive agent), the rate of application is 3 tons per acre. Mulch chopper-blowers must not grind the mulch. Hay mulch is not recommended for establishing fine turf or lawns due to the presence of weed seed.

Application. Spread mulch uniformly by hand or mechanically so that approximately 95% of the soil surface will be covered. For uniform distribution of hand-spread mulch, divide area into approximately 1,000 square feet sections and distribute 70 to 90 pounds within each section.

Anchoring shall be accomplished immediately after placement to minimize loss by wind or water. This may be done by one of the following methods, depending upon the size of the area, steepness of slopes, and costs.

- Peg and Twine. Drive 8 to 10 inch wooden pegs to within 2 to 3 inches of the soil surface every 4 feet in all directions. Stakes may be driven before or after applying mulch. Secure mulch to soil surface by stretching twine between pegs in a criss-cross and a square pattern. Secure twine around each peg with two or more round turns.
- Mulch Nettings. Staple paper, jute, cotton, or plastic nettings to the soil surface. Use a degradable netting in areas to be mowed.
- Crimper (mulch anchoring tool). A tractor-drawn implement, somewhat like a disc harrow, especially designed to push or cut some of the broadcast long fiber mulch 3 to 4 inches into the soil so as to anchor it and leave part standing upright. This technique is limited to areas traversable by a tractor, which must operate on the contour of slopes. Straw mulch rate must be 3 tons per acre. No tackifying or adhesive agent is required.
- Liquid Mulch-Binders. – May be used to anchor hay or straw mulch.
 - Applications should be heavier at edges where wind may catch the mulch, in valleys, and at crests of banks. The remainder of the area should be uniform in appearance.
 - Use one of the following:
 - Organic and Vegetable Based Binders – Naturally occurring, powder based, hydrophilic materials when mixed with water formulates a gel and when applied to mulch under satisfactory curing conditions will form membrane networks of insoluble polymers. The vegetable gel shall be physiologically harmless and not result in a phytotoxic effect or impede growth of turfgrass. Use at rates and weather conditions as recommended by the manufacturer to anchor mulch materials. Many new products are available, some of which may need further evaluation for use in this state.
 - Synthetic Binders – High polymer synthetic emulsion, miscible with water when diluted and following application to mulch, drying and curing shall no longer be soluble or dispersible in water. It shall be applied at rates recommended by the manufacturer and remain tacky until germination of grass.

Note: All names give above are registered trade names. This does not constitute a commendation of these products to the exclusion of other products.

Wood–fiber or paper–fiber mulch. Shall be made from wood, plant fibers or paper containing no growth or germination inhibiting materials, used at the rate of 1,500 pounds per acre (or as recommended by the project manufacturer) and may be applied by a hydroseeder. This mulch shall not be mixed in the tank with seed. Use is limited to flatter slopes and during optimum seeding periods in spring and fall.

Pelletized Mulch. Compressed and extruded paper and/or wood fiber product, which may contain co-polymers, tackifiers, fertilizers and coloring agents. The dry pellets, when applied to a seeded area and watered, form a mulch mat. Pelletized mulch shall be applied in accordance with the manufacturers recommendations. Mulch may be applied by hand or mechanical spreader at the rate of 60–75 lbs./1,000 square feet and activated with 0.2 to 0.4 inches of water. This material has been found to be beneficial for use on small lawn or renovation areas, seeded areas where weed–seed free mulch is desired or on sites where straw mulch and tackifier agent are not practical or desirable.

Applying the full 0.2 to 0.4 inches of water after spreading pelletized mulch on the seed bed is extremely important for sufficient activation and expansion of the mulch to provide soil coverage.

CONSTRUCTION SEQUENCE

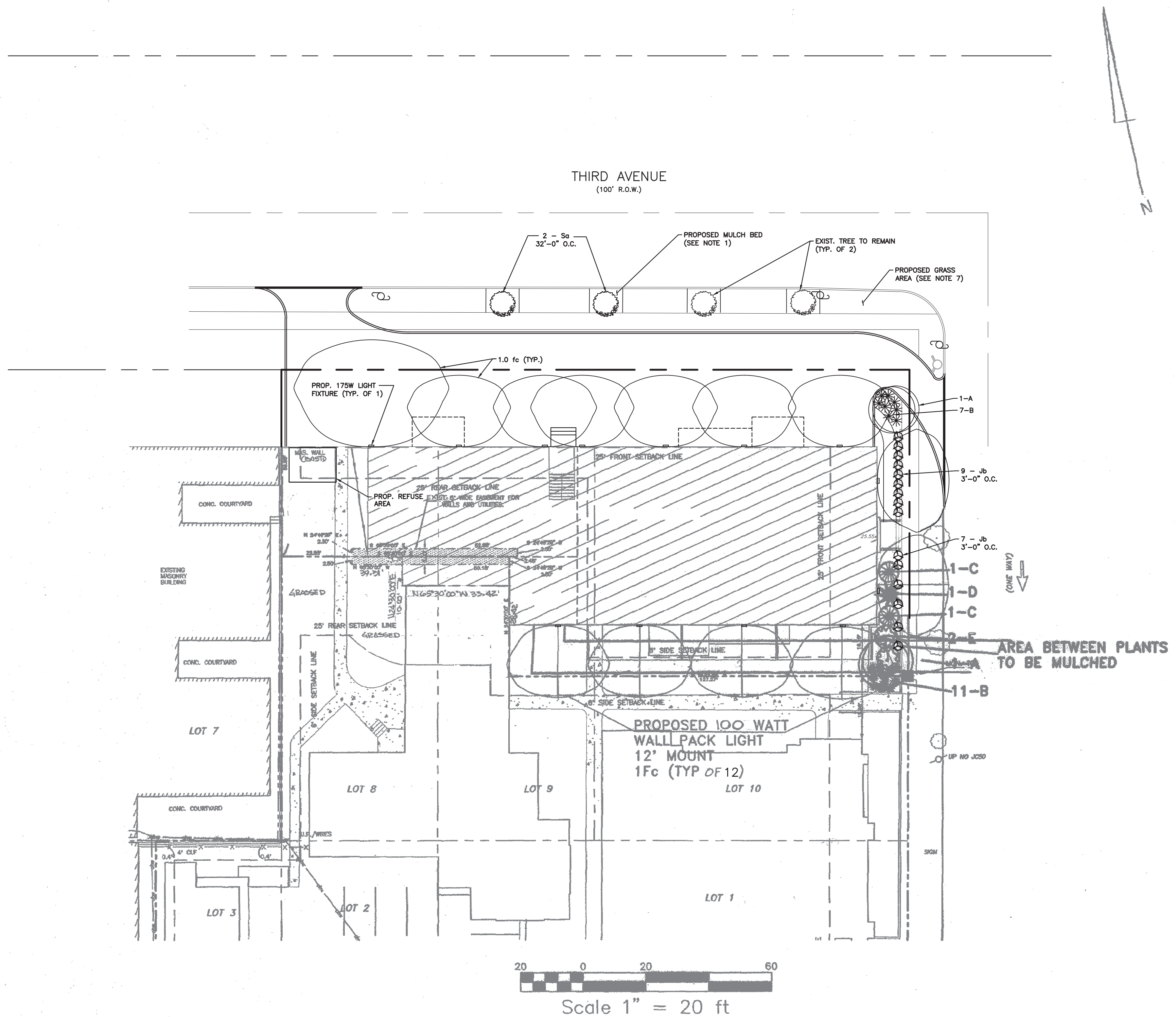
- Install tree protection & silt fence around perimeter of prescribed area of disturbance.
- Construct stabilized construction entrance.
- Clear vegetation in accordance with plans.
- Grade per proposed contours.
- Excavate and install monopole and equipment shelter footings.
- Backfill and compact around shelter footings, and final grade site.
- Install weed barrier and gravel surface.
- Install proposed landscaping per Landscaping Details.
- Seed in accordance with requirements.
- Remove and restore stabilized construction entrance.

CONSTRUCTION SCHEDULE

- | | |
|----------------------------|--------|
| 1. site clearing/grading | 1 week |
| 2. concrete shaft/footings | 1 week |
| 3. grading/stone | 1 week |
| 4. electric/telco schedule | 1 week |
| 5. fencing | 1 week |
| 6. set shelter | 1 week |

12.	06/14/16	REV. PER FSCD COMMENTS	FVI
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No.	DATE:	REVISION:	INIT:
TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION SOIL EROSION & SEDIMENT CONTROL NOTES			
PREPARED FOR: PRESIDENT STREET PARTNERS			
LOCATION: BLOCK 167 LOT 1.02 CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY			
 Stantec N.J. CERTIFICATE OF AUTHORIZATION: 24GA28064600 1971 Route 34 - Wall Township, New Jersey 07719 - Phone: (732) 449-0099 Fax: (732) 449-3131 www.stantec.com			
JOB NO:	192530022		
SHEET:	SP-3D		
SCALE:	AS SHOWN		
DATE:	2/5/97		
DRAWN BY:	DT		
		Louis A. Scheidt PROFESSIONAL ENGINEER PROFESSIONAL PLANNER	
N.J. LICENSE # 24321		6/14/16 DATE:	

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LANDSCAPE NOTES

1. ALL PLANT BEDS TO BE MULCHED WITH LICORICE ROOT MULCH, RITE DRESS OR APPROVED EQUAL.
2. PLANTS SHOULD NOT BE INDIVIDUALLY SHAPED OR SHEARED. SIMILAR PLANTS SHOULD BE ALLOWED TO MASS TOGETHER. (TAXUS HEDGES ARE THE ONLY PLANTS WHICH WILL REQUIRE SHEARING 1-2 TIMES PER YEAR AFTER THEY BECOME ESTABLISHED DENSE HEDGES).
3. ALL PLANT MATERIAL TO BE FIRST QUALITY NURSERY GROWN STOCK, FREE OF DISEASE AND DISFIGUREMENT AND PLANTED IN ACCORDANCE WITH SOUND NURSERY PRACTICES.
4. THE CONTRACTOR SHALL GUARANTEE ALL PLANTINGS FOR TWO YEARS FROM THE DATE OF INSTALLATION. THE PROJECT OWNER IS TO PROPERLY MAINTAIN AND WATER PLANTS DURING THIS PERIOD. PARTICULARLY FOLLOWING INSTALLATION AND DURING VERY WARM AND DRY WEATHER PERIODS. PLANTS NEAR BLACKTOP AREAS ARE PRONE TO DRY OUT.
5. PLANTS MAY HAVE TO BE SHIFTED SLIGHTLY TO ACCOMMODATE ROOTS OF EXISTING TREES.
6. PLANTS CHOSEN FOR THIS PLANTING DESIGN REQUIRE LITTLE OR NO PRUNING, AND WERE SELECTED BECAUSE OF THE EVENTUAL SHAPE AND SIZE THAT THEY WILL REACH WITH OUT TRIMMING.
7. ALL GRASSED AREAS ARE TO BE SOODED AND PROPERLY IRRIGATED.
8. IRRIGATION SYSTEM TO BE DESIGNED AND INSTALLED BY OTHERS(IF APPLICABLE).
9. SEASONAL FLOWERING PLANTS TO BE INSTALLED AT THE DEVELOPERS DISCRETION.
10. ALL PLANT MATERIAL NOT SURVIVING FOR A PERIOD OF TWO (2) YEARS SHALL BE REPLACED WITH THE SAME OR EQUIVALENT SIZE OR SPECIES.

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1.	3/20/97	REV. RECAPITULATION	TRP
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TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
LANDSCAPE/LIGHTING PLAN

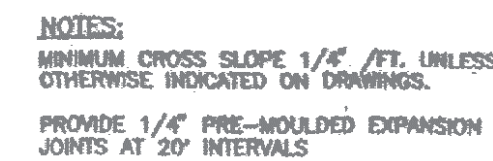
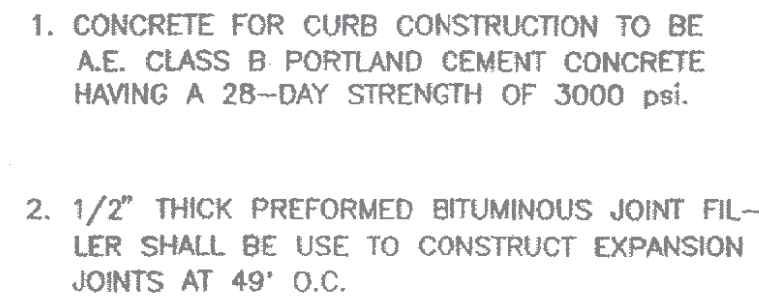
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LOCATION: BLOCK 167 LOT 1.02
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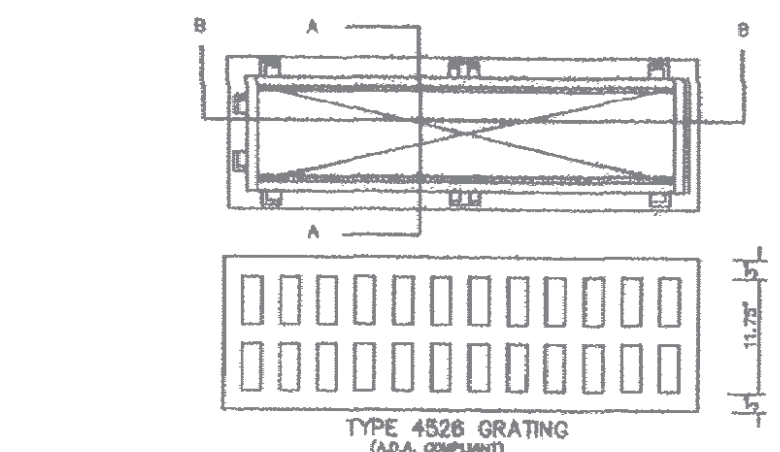
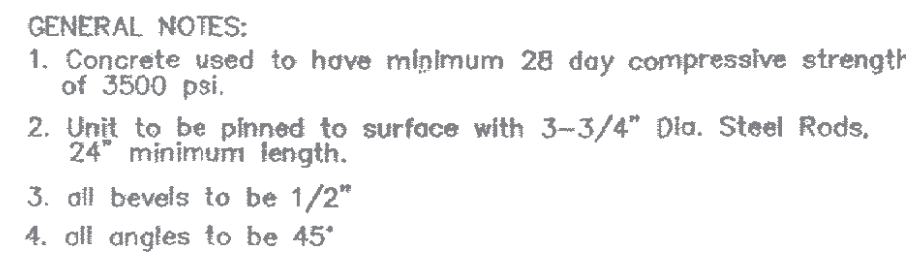
PLANT LIST					
ITEM	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	NOTE
A	2	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	2.5-3" CAL.	B&B
B	18	JUNIPERUS CHINENSIS SARGENTI 'GLAUCOA'	SARGENT BLUE JUNIPER	15-18"	#2 CAN
C	2	MYRICA pensylvanica	NORTHERN BAYBERRY	2'-2-1/2'	B&B
D	1	ILEX Y MESERVAE 'BLUE PRINCE'	BLUE PRINCE HOLLY	18"-24"	#2 CAN
E	3	VIBURNUM dentatum	ARROWWOOD VIBURNUM	4-5'	B&B
Jb	16	BUXUS MICROPHYLLA JAPONICA	JAPANESE BOXWOOD	18"-24"	#2 CAN
Sa	2	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	3" CAL.	B&B



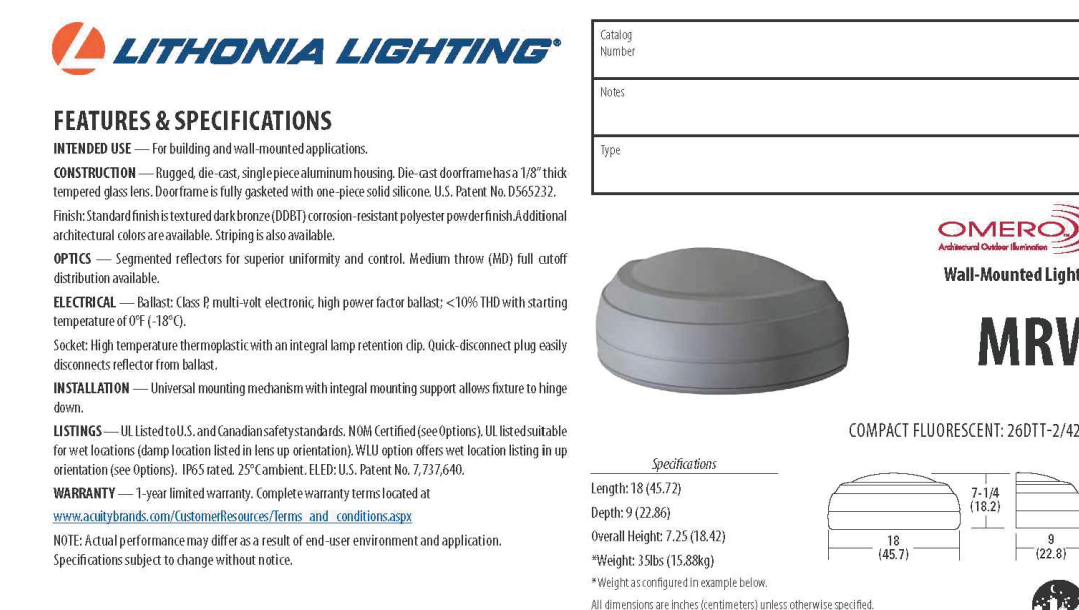
JOB NO:	192530022	Louis A. Scheidt PROFESSIONAL ENGINEER PROFESSIONAL PLANNER
SHEET:	SP-4	
SCALE:	AS SHOWN	
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		6/14/16 DATE:



HANDICAPPED PARKING SIGN



STANDARD TRENCH FRAMES AND CONSTRUCTION DETAILS



Configuration information						For device location, configuration and related options		Example: Model 427M and 427M-1	
Model	Wavelength	Distribution	Voltage	Battery	Mounting				
427M	200nm 230nm 240nm	MD Medium-term	120 220 240V	Rechargeable Dry-cell	Electrical, Opt.	Onboard	Surface mount		
427M-1	200nm 230nm 240nm	MD Medium-term	120 220 240V	Rechargeable Dry-cell	Electrical, Opt.	Onboard	Surface mount/flush box flush		

Notes:			
1	Must not be electric ballast capable of operating on low voltage from 120-277V	7	Not available with LED or DLI.
2	May be ordered as accessory with profile "MS" must specify finish.	8	Not available with MMSL, must specify wall type.
3	Not available with GMR, LED or DLI.	9	With DLI/LED (pendul) barrel type, light output is evenly divided between the lamps in emergency mode.
4	Maximum allowable wattage lamp included. Not available with LED or DLI.	10	Not available with 24VDC.
5	Can operate during emergency mode. For more information, see the Technical Guide.	11	Not available with LED or DLI.
6	Not available with 207/207V or 207V or compact fluorescent tubes not carry North Carolina code criteria for state owned buildings per 2012 NC Building Code, 909.10. Use 100W.	12	Must specify 120V or 277V.
		13	Must be ordered with battery, cannot be field installed.
		14	Consult factory for available wattages.
		15	See www.hubbell.com/hubbell for additional options.
		16	Black finish only.
		17	Mutlitz specified (20 Lamp with 10 FT).

Lamp	Initial Lumens	Mounting Height		
		16'	12'	9'
Compact Fluorescent				
42W T8T	3,200	0.72	0.5	0.28
(2) 42W T8T	6,400	1.44	1.0	0.56

LITHONIA LIGHTING®
An *Acuity Brands* Company

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- STAKE TO FIRST BRANCHES
AS NECESSARY FOR
FIRM SUPPORT
- WIRE SHALL NOT TOUCH
OR RUB ADJACENT
TRUNKS OR BRANCHES
- REMOVE BURLAP FROM
TOP 1/3 BALL



- REMOVE BURLAP FROM TOP 1/3 BALL



NOTE:

- REMOVE BURLAP FROM TOP 1/3 BALL.



OWNERSHIP OF DOCUMENTS

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TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
CONSTRUCTION DETAILS

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



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JOB NO:	192530022
SHEET:	SP-5
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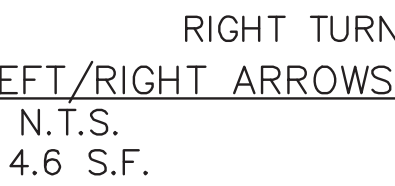
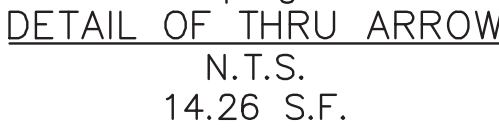
Louis A. Scheidt

PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

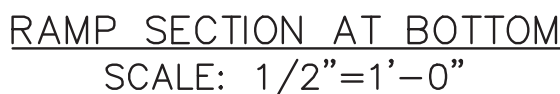
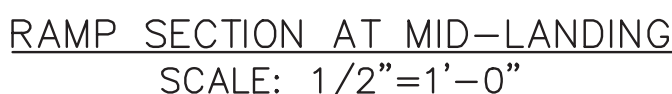
N.J. LICENSE # 24321

6/14/16

DATE:



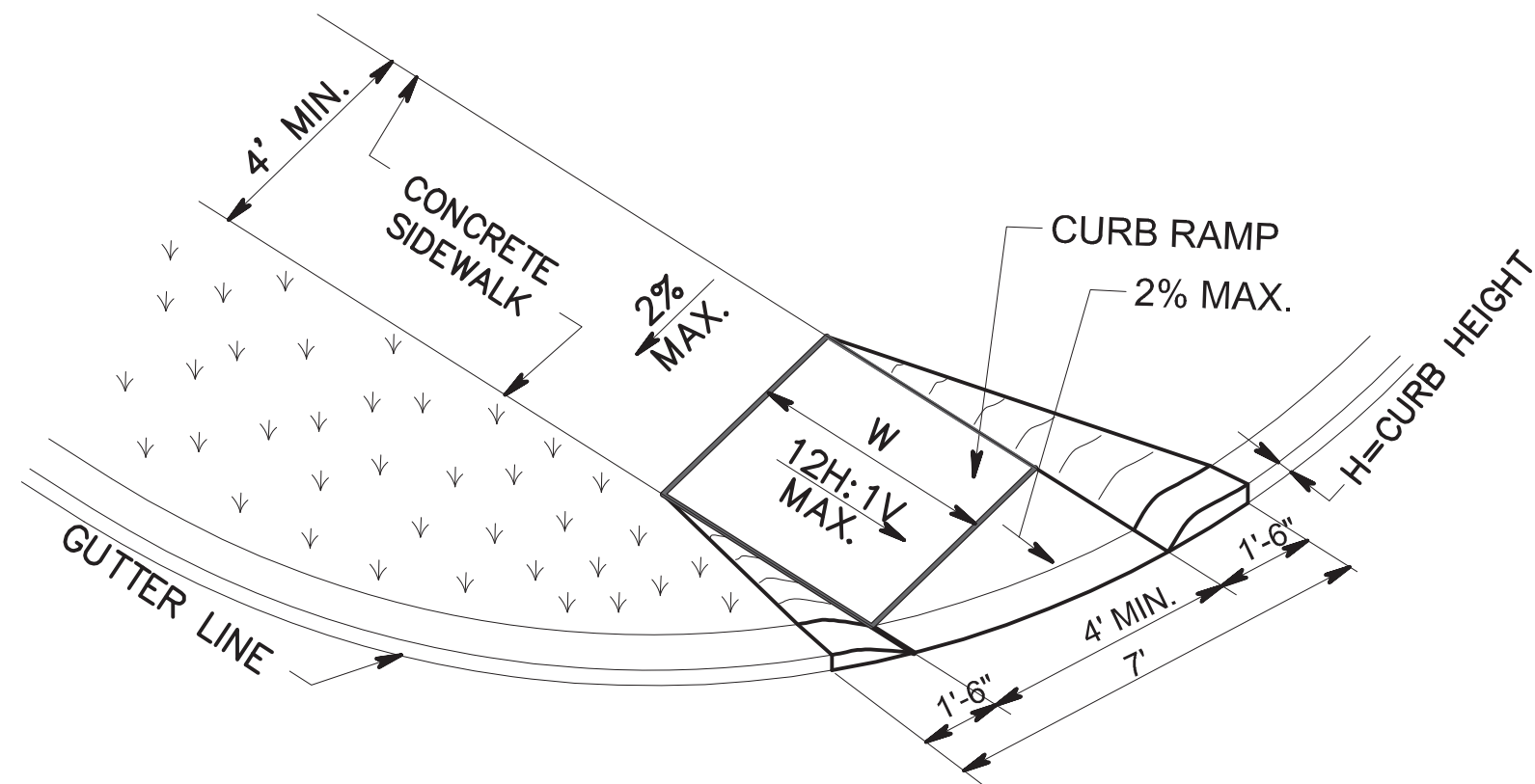
N.J. LICENSE # 24321



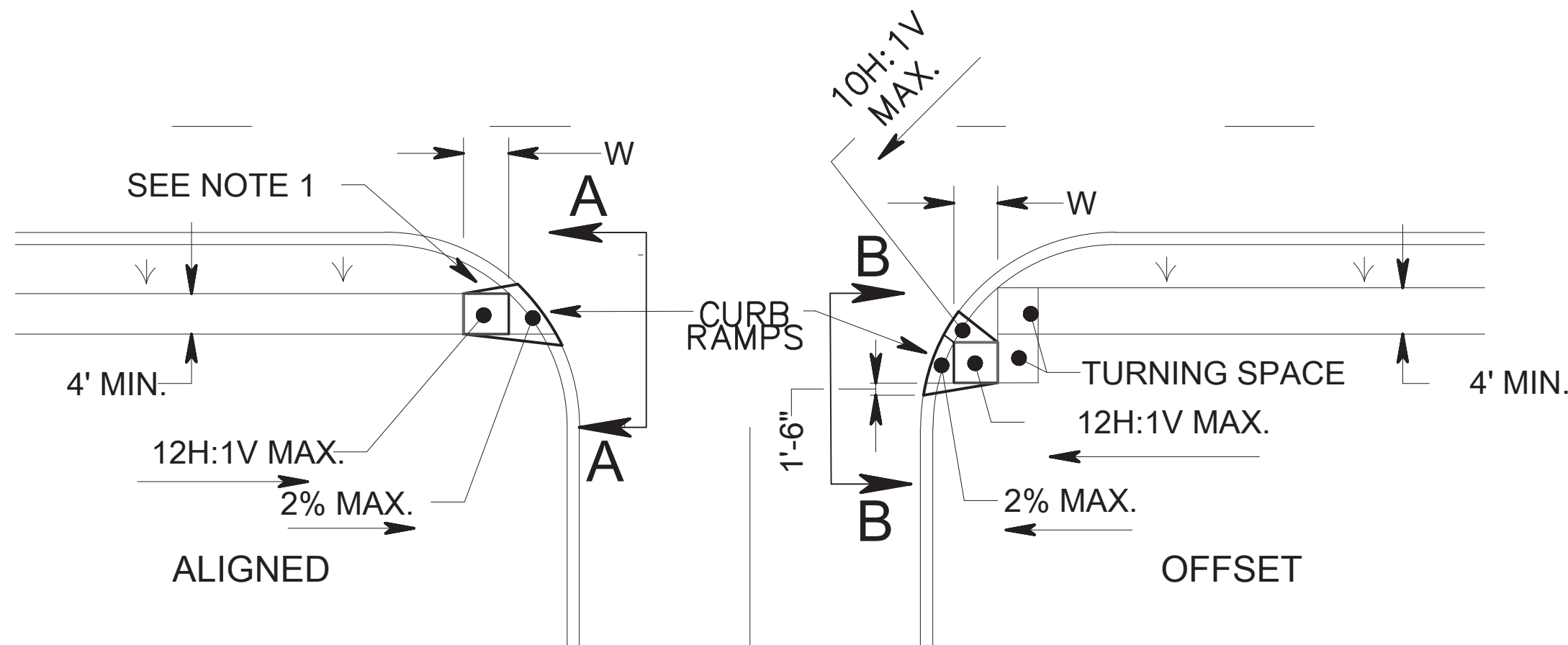
Attachment: 2016-06-14_Housing Project Asbury Park_Rev12 REDLINES (002) BOND STREET (2017-30 : Proposal for 1003 Bond Street for encroachment in public R-O-W for private parking.)

Packet Pg. 20

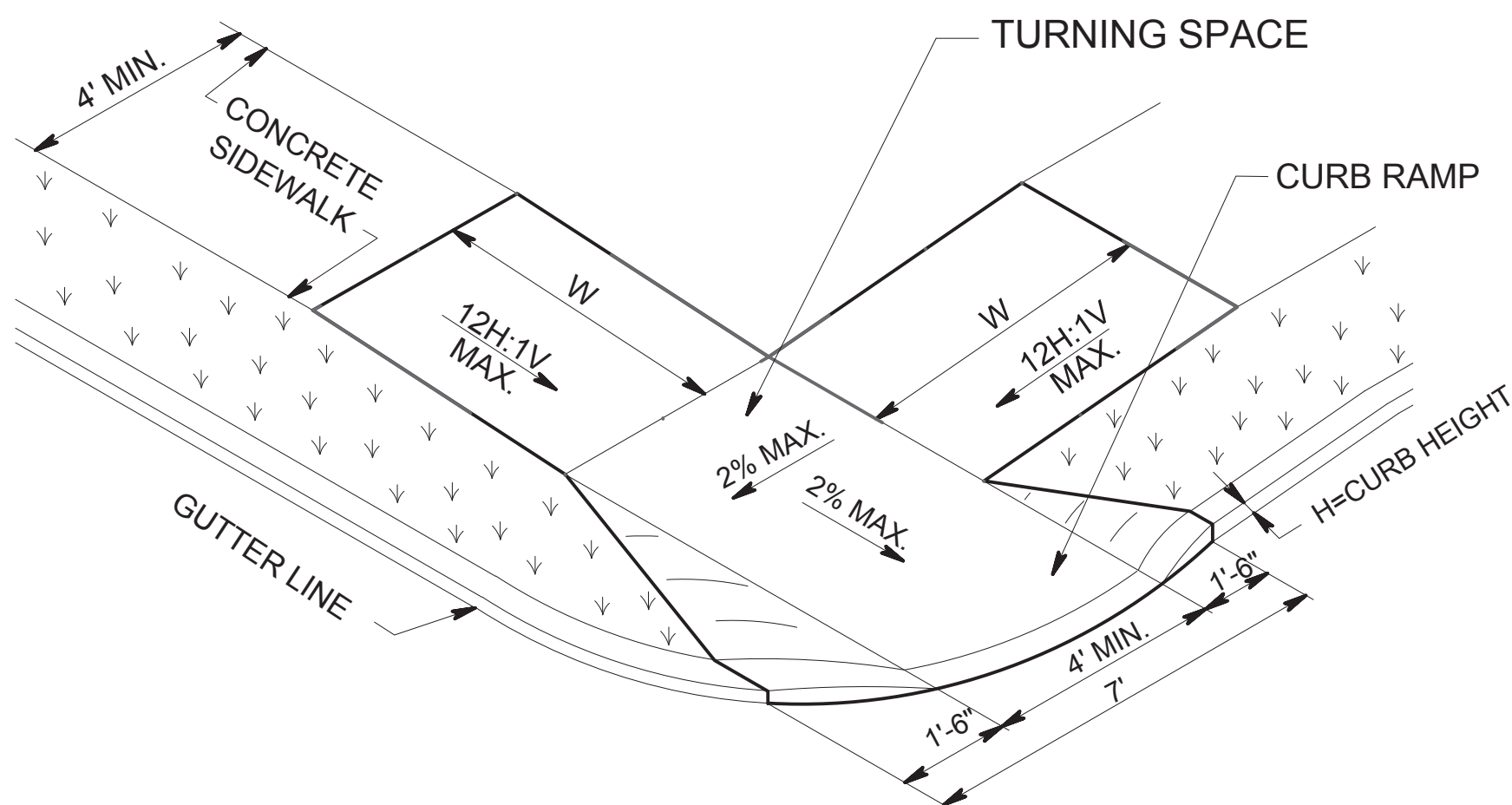
C.1.c



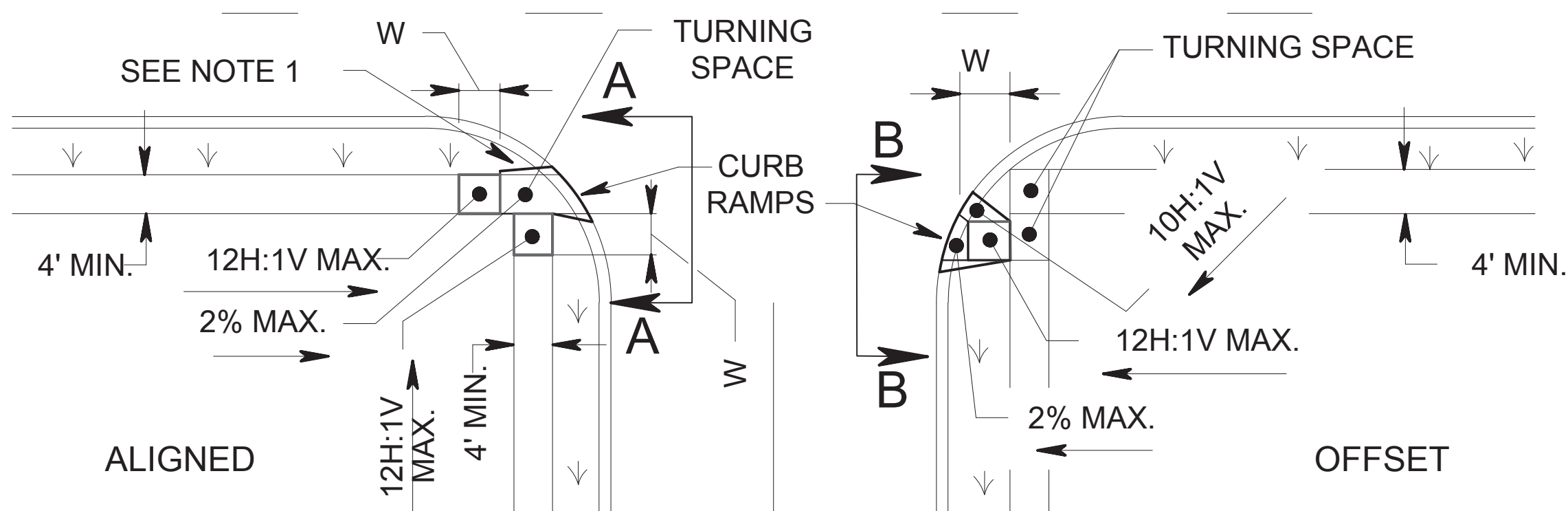
CURB RAMP TYPE 5 DETAIL
N.T.S.



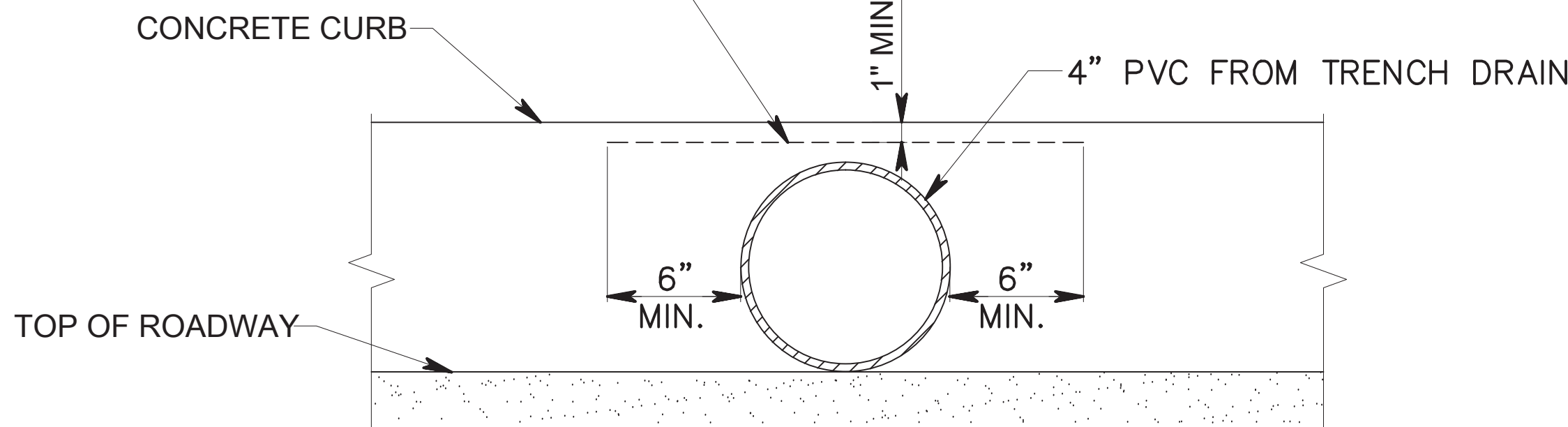
NOTE:
1. FOR CURB RAMP TYPES 5 & 6, IF A GRASS BUFFER DOES NOT EXIST, SLOPE CURB TO EQUAL SLOPE OF ADJACENT CURB RAMPS.



CURB RAMP TYPE 6 DETAIL
N.T.S.

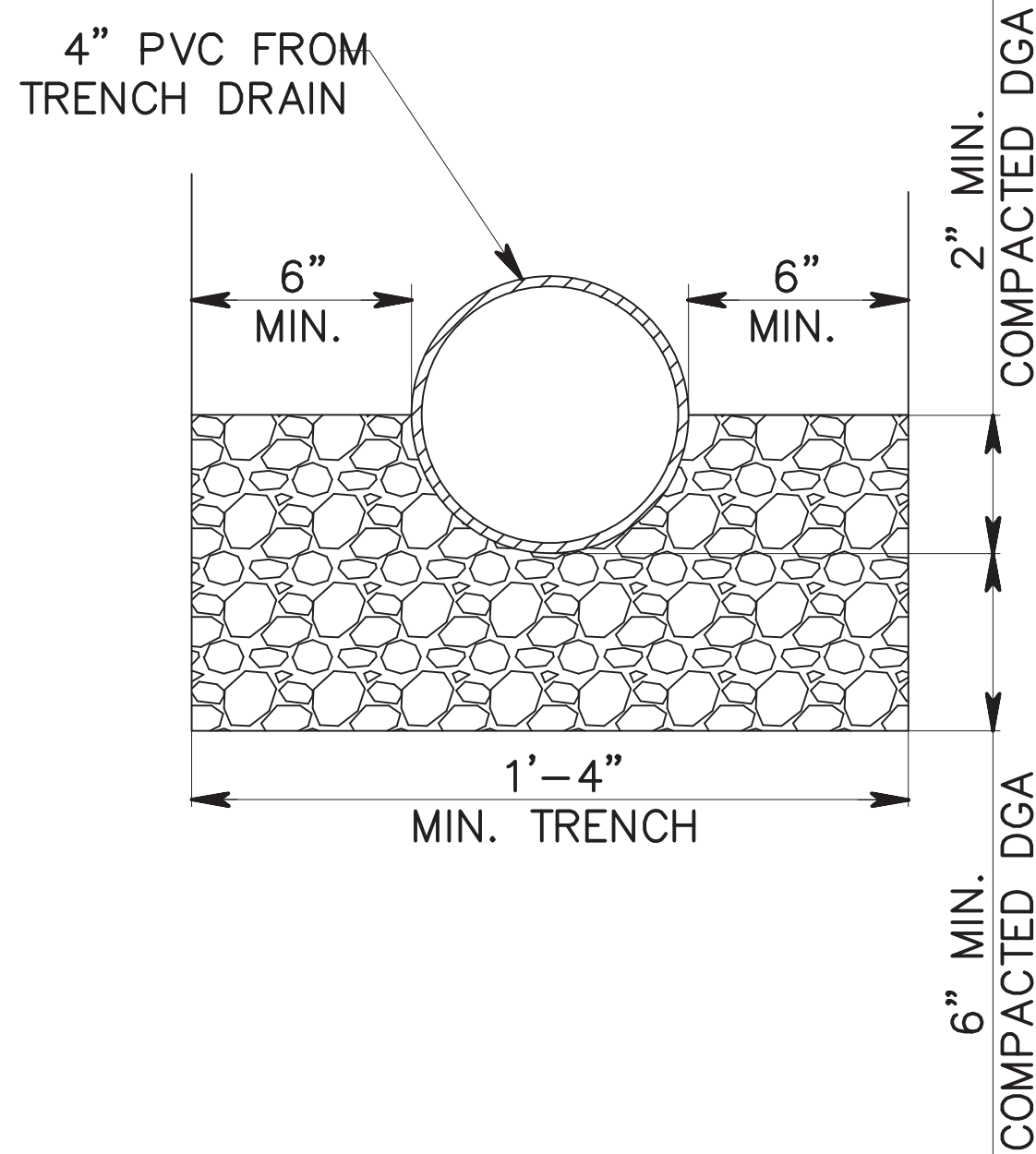


WWF MESH, 4x4 , TO BE INSTALLED ALONG ENTIRE 4" PVC INSTALLATION INDER SIDEWALK. 24" MIN. WIDTH.



- NOTES:
1. CONCRETE CURB TO BE SAW CUT AT NEAREST JOINT FOR REPLACEMENT.
 2. SEE CONCRETE CURB DETAIL FOR CONSTRUCTION OF CURB.
 3. ALL W.W.F. TO BE EPOXY COATED.

CONCRETE CURB PENETRATION DETAIL
N.T.S.



PIPE BEDDING DETAIL
N.T.S.

12.	06/14/16	REV. PER FSCD COMMENTS	FVI
11.	04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
10.	03/07/16	REV. PER 2ND RESOLUTION COMPLIANCE REVIEW	FVI
9.	01/22/16	REV. PER ENGINEERING MEETING	FVI
8.	12/27/06	REV. PER BOARD APPROVAL	DT
7.	10/13/06	REV. PER PLANNERS LETTER	TC
6.	10/13/06	REV. PER PLANNERS COMMENTS	TC
5.	05/16/06	REV. BULK TABLE AND SITE INVENTORY CHART	DT
4.	10/25/05	REV. PER CLIENT	DT
3.	8/04/03	REV. AS PER REVIEW LETTER	DT
2.	4/10/97	REV. RECAPITULATION	TRP
1.	3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:	INIT:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
CONSTRUCTION DETAILS

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

Stantec

1971 Route 34 -- Wall Township, New Jersey 07719 -- Phone: (732) 449-0099 Fax: (732) 449-3131
www.stantec.com

JOB NO: 192530022
SHEET: SP-7
SCALE: AS SHOWN
DATE: 2/5/97
DRAWN BY: DT

Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

N.J. LICENSE # 24321

6/14/16
DATE:











Agenda
Meeting of the Municipal Council
Wednesday, March 22, 2017
REGULAR MEETING 7:00 PM

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

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

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 3, 2017, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

- E. Presentation of the Asbury Park Fishing Club
- F. Public Participation
- G. Minutes

- Executive Minutes of Mar 8, 2017 4:00 PM
- Municipal Council - Work Session - Mar 8, 2017 6:00 PM
- Municipal Council - Regular Meeting - Mar 8, 2017 7:00 PM

H. Consent Agenda Resolutions

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

2017-110 Resolution Approving Special Event Applications

2017-111 Authorizing Compensation Payment to Robert Armento Upon His Separation of Employment

- 2017-112 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate Erroneously Sold With an Active Bankruptcy 1604-17 TSC#16-00142
- 2017-113 Resolution Recognizing March 19-25, 2017 as National Poison Prevention Week

I. Individual Resolutions

- 2017-102 Resolution Awarding Contract for Affordable Housing ("COAH") Planner
- 2017-114 Resolution Amending Temporary Budget Appropriations for 2017 Budget
- 2017-115 Resolution Approving the Payment of Bills
- 2017-116 Resolution of The Mayor And City Council Of The City Of Asbury Park Appointing The Asbury Park Brownfield Advisory Committee For The EPA Brownfields and Petroleum Hazardous Assessment Grants
- 2017-117 Authorizing an agreement with Passport for a mobile parking application
- 2017-118 Resolution Approving Change Order #2 for the Outfall Diffuser Project
- 2017-119 Resolution Authorizing Change Order #2 for the Wastewater Treatment Plant Generator Relocation Project
- 2017-120 Authorizing the City Manager/Purchasing Agent to award a contract for Sunset Lake pond management
- 2017-121 Authorizing Execution Of A Shared Services Agreement With Two Rivers Water Reclamation Authority for Technical Rescue Services

J. Ordinances

1. Introduction

- 2017-12 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ
- 2017-13 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Right Of Way Area (Air Space) Adjacent To The Property Located At 1107, 1105 And 1101 Main Street (Block 2804, Lot 5.01 F/K/A Block 2804, Lots 5, 6 & 7, Respectively)
- 2017-14 An Ordinance of the City of Asbury Park Revising Chapter VII "Traffic" of the Code of the City of Asbury Park

2. Second Reading/Public Hearing

- 2017-11 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

K. Adjournment



Minutes
Meeting of the Municipal Council
Wednesday, March 8, 2017
WORK SESSION

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

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

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

City Manager Capabianco indicated that there were no matters.

Special Event Applications

City Manager Capabianco indicated that there were no special event applications.

Review of Agenda Items for March 8, 2017 Regular Meeting

City Manager Capabianco discussed the items on this evening's regular Council agenda.

Matters from City Council

Council Member Chapman thanked the fire department for a job well done during the recent Ocean Grove fire. She also thanked all the businesses and other organizations who assisted in helping the victims.

Council Member Clayton congratulated the Asbury Park High School debate team on their competition at Harvard. She indicated that she attended a dinner last evening in Atlantic City for the New Jersey Recreation and Park Association. The City received an Excellent in Design award for Springwood Avenue Park.

Council Member Kendle thanked everyone who reached out to him during his recent illness.

Deputy Mayor Quinn echoes the appreciation Council Member Chapman expressed regarding the Ocean Grove fire.

Mayor Moor indicated this Sunday will be two great events. The first will be the St. Patrick Day parade. The second will be the Asbury Park Fishing club flea market.

Matters from City Manager

1. Discussion of New Mobile Payment Application for Parking by Mike Manzella, Transportation Manager

Transportation Planner Michael Manzella presented his recommendation for a proposed mobile payment application for parking.

Matters from City Attorney

City Attorney Raffetto had no matters to discuss.

Regular meeting begins at 7:00 pm

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Mar 8, 2017 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, March 8, 2017
REGULAR MEETING

Executive Session - 4:00 p.m.

2017-95 Authorizing a meeting which excludes the public

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

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

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

PUBLIC PARTICIPATION

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

The following members of the public spoke: Pat Fasano, Rita Marano, Tracy Rogers, Louise Murray and Jerry Scarano.

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

MINUTES

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

1. Executive Minutes of Feb. 22, 2017 4:00 PM
2. Municipal Council - Work Session - Feb 22, 2017 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Feb 22, 2017 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2017-96 Appointing Michael Capabianco as Temporary Purchasing Agent as per the Guidelines of LFN 2012-09
- 2017-97 A Resolution of the City of Asbury Park Releasing the Performance Bond for 613 Bangs Ave. (Block 2505, Lot 2.01 And Accepting Maintenance Guarantee
- 2017-98 Resolution Authorizing Issuance of Duplicate Tax Sale Certificate 402-7 #14-00017
- 2017-99 Resolution Cancelling and Refund of 2015-2017 P.I.L.O.T. Charges due to a 100% Disabled Veteran Exemption Pursuant N.J.S.A. 54:4-3.30 4202-3.30
- 2017-100 Award of Contract for Regional Contribution Agreement Project (198 De Witt Ave.)
- 2017-101 Award of Contract for Regional Contribution Agreement Project (1025 Sewall Ave.)

INDIVIDUAL RESOLUTIONS

- 2017-102 Resolution Awarding Contract for Affordable Housing ("COAH") Planner

RESULT:	TABLED [3 TO 2]
	Next: 3/22/2017 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle
NAYS:	Amy Quinn, John Moor

- 2017-103 Resolution Amending Temporary Budget Appropriations for 2017 Budget

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

- 2017-104 Resolution Authorizing the Payment of Bills in the Amount of \$1,664,972.58

Minutes Acceptance: Minutes of Mar 8, 2017 7:00 PM (Minutes)

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

2017-105 Resolution Authorizing Change Order Number 1 for 2016 Road Program

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

2017-106 Resolution Authorizing Competitive Contracting for Emergency Medical Services

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

2017-107 Resolution Authorizing Appointments to the Sunset Lake Commission

The Council wishes to appoint Chester Boles as Alternate #2 with a term expiring June 30, 2018.

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

2017-108 Appointment Members to the Zoning Board of Adjustment

The Council wishes to appoint Jennifer Souder as an Alternate #2 with a term expiring December 31, 2017.

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

ORDINANCES

Introduction

2017-10 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A:4-45.14)

Public hearing scheduled for April 12, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/12/2017 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2017-11 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Public hearing is scheduled for March 22, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 3/22/2017 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2017-2 Bond Ordinance Providing for Various 2017 Capital Improvements, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey; Appropriating \$3,000,000 Therefor and Authorizing the Issuance of \$2,857,142 Bonds or Notes of the City to Finance Part of the Cost Thereof

Motion made by Council Member Chapman and seconded by Deputy Mayor Quinn to open Ordinance 2017-02 to the public. All were in favor.

The following members of the public spoke: Rita Marano.

Motion made by Council Member Kendle and seconded by Council Member Clayton to close Ordinance 2017-02 to the public. All were in favor.

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

INTRODUCTION OF 2017 MUNICIPAL BUDGET

2017-109 Resolution Introducing the 2017 Municipal Budget

Public hearing for the 2017 Municipal Budget will be held on April 12, 2017.

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

ADJOURNMENT

The meeting was adjourned at 7:40 PM

Respectfully submitted by:

Minutes Acceptance: Minutes of Mar 8, 2017 7:00 PM (Minutes)

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Mar 8, 2017 7:00 PM (Minutes)



RESOLUTION NO. 2017-110

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on March 22, 2017 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Wedding Procession
2. Asbury Park Springwood Concert Series
3. Maters of Funk Music Festival
4. 2017 Nordisk NJ Marathon
5. Festival Village
6. Clean Water Challenge
7. City Wide Yard Sale
8. 3rd Annual Promenade of Mermaids
9. Art Star Craft Bazaar
10. Bacon, Bourbon and Blue Grass
11. Easter Egg Hunt
12. Reception in Kennedy Park
13. Bonfires on the Beach
14. Fireworks on the Beach
15. Weddings:
 - a. Greer/Fourie 6/18
 - b. McNulty/Wilcox 10/7
 - c. Mollo/Biesiada 9/15
 - d. Riggins/Serrano 9/9
 - e. Gianguzzi/Alequin 9/3
 - f. Saborido/Mullahey 7/1
 - g. Phillips/Tave 5/20
 - h. Frederick/Senk 9/9
 - i. Reddington/Walsh 9/16
 - j. Pasciuto/Gordon 9/16
 - k. Kelly/Anderson 5/6

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-110 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CERTIFIED BY ME THIS DAY OF , .

CINDY A. DYE
CITY CLERK

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

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

NAME OF EVENT: Asbury Park Womens march

DATE(S): 1/21/17 (Sat) Rain Date: NONE

HOURS OF EVENT: From NOON To: 3pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Kennedy Park to Bradleyon Convention Hall

Name of Applicant/Organization: 4 lovely ladies that care

Address: Asbury Park

Contact: Jennifer Lampert Phone: 917-312-8515

Fax: _____ Email: jenniferlampert@gmail.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Womens (peaceful) march

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No / If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 1000 - 2000ADMISSION CHARGE? YES _____ NO / IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO / IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES / NO _____ Please Give Details: _____

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

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

closing

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

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

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

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

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

[Signature]
Signature of Applicant

1.17.2017
Date

Jennifer Lambert
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ 760 Total Fees Collected \$ _____



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

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

NAME OF EVENT: Liebeslauf - Love Run

DATE(S): February 12, 2017 Rain Date: n/a
HOURS OF EVENT: From 11am To: 1pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Asbury Festhalle & Biergarten 527 Lake Avenue - Use of Boardwalk

Name of Applicant/Organization: Split Second Racing / Asbury Festhalle + Biergarten
Address: Po Box 542 Rumson NJ 07760
Contact: Doug Rice Phone: 732-915-0507
Fax: _____ Email: DRICE @ RACEFORUM.COM.
Non-Profit? Yes _____ No X Tax Exempt ID Number: _____
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: fun run with
racers participating as a couple on boardwalk.

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

OVER

Attachment: special events cm125 (2017-110 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No _____ If yes, please explain _____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100
 ADMISSION CHARGE? YES ☒ NO ☐ IF YES, HOW MUCH \$25
 VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____

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

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOSAL OF TRASH AND DEBRIS: Trash and debris will be handled by the Biergarten.

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

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

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

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

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

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

Douglas E. Rice
 Signature of Applicant

1/9/2017
 Date

Doug Rice
 Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ 1600 Total Fees Collected \$ _____

Attachment: special events cm125 (2017-110 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

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

NAME OF EVENT: Asbury Park Mai Fest

DATE(S): 5/19 - 5/21/17 Rain Date: NONE

HOURS OF EVENT: From 12 To: 12

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Press Plaza Emory Betun Lake + Cookman

Name of Applicant/Organization: Asbury Festhalle + Brengarten

Address: 527 Lake Ave Asbury Park NJ

Contact: Jennifer Lampert Phone: 914 312 8515

Fax: _____ Email: jennifer@asburybrengarten.com

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Traditional Mayfest Celebration of Spring with European and American craft local beer, food + music. vendors selling crafts, food and local produce

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

OVER

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

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

NAME OF EVENT: The Ashley Lauren Foundation's 1st Annual Run for Hope Fun Run hosted by the Asbury Ale House

DATE(S): April 23rd, 2017 **Rain Date:** April 29th, 2017
HOURS OF EVENT: From: 10am To: 1pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Cookman Avenue, from the corner of Cookman and Emory, to the boardwalk. Left on the boardwalk (Carousel End) to the Convention Center and back.

Name of Applicant/Organization: Ashley Lauren Foundation
Asbury Ale House

Address: 309 Morris Avenue, Suite D, Spring Lake, NJ 07762 (ALF)
531 Cookman Ave, Asbury Park, NJ 07712 (AAH)

Contact: Monica Vermulen (ALF CEO) Phone: 732-414-1625
Patrick Rafferty & Brian Moore (AAH) 732-455-3808

Fax: _____ **Email:** mvermeulen@ashleylaurenfoundation.org
Patrick.alehouse@gmail.com

Non-Profit? Yes ☒ No ☐ **Tax Exempt ID Number:** 20-3232026

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Run for Hope will be a 5k and 2 mile fun run benefiting the Ashley Lauren Foundation. The event will start and end at the Asbury Ale House. Proposed run routes are provided at the end of this application.

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

Attachment: special events cm125 (2017-110 : Special Event Applications)

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____**NUMBER OF PEOPLE ANTICIPATED TO ATTEND: upwards of 100****ADMISSION CHARGE? YES ☒ NO _____ IF YES, HOW MUCH: TBD upon receiving estimate on cost****VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____****WILL YOU REQUIRE A STREET CLOSING? YES ☒ NO _____ Please Give Details:**

See below for run routes. Race will begin at 10am and its anticipated that runners will be done by 11:30am.

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

ALF Foundation and Asbury Ale House are going to provide volunteers for clean up, separation of garbage and recyclable material. Security will be provided by the Ale House's security team.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: _____**NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.**

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

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

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

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

Signature of Applicant

Date

PATRICK RAFFERTY
Print Name of Applicant

Total Fees Collected: \$50.00

Attachment: special events cm125 (2017-110 : Special Event Applications)



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

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

NAME OF EVENT: Step Up for The Arc Walk & 5k Run

DATE(S): Saturday, April 8, 2017 **Rain Date:** N/A

HOURS OF EVENT: From 8:00 am to 2:00 pm

EXACT LOCATION: YOU ARE REQUESTING TO STAGE YOUR EVENT:

Asbury Park Boardwalk and Convention Hall

Name of Applicant/Organization: The Arc of Monmouth

Address: 1158 Wayside Road

Contact: Jan Connolly

Phone: (732) 493-1919 ext. 120

Fax: (732) 493-3604 **Email:** jconnolly@arcofmonmouth.org

Non-Profit? Yes ☒ No ☐ **Tax Exempt Number** 21-0657022

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOUR WILL BE STAGING:

After four years of successful events on the boardwalk, The Arc would like to return its Walk / Run to Asbury Park in 2017. Registration and after-party for walkers and runners will be held inside Convention Hall. The event should have minimal impact on the city, as there will be no street closings. Cones will direct runners/walkers to allow for normal flow of pedestrians and tourists.

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

NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.

OVER

Attachment: special events cm125 (2017-110 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No XX If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 600ADMISSION CHARGE? YES XX NO _____ IF YES, HOW MUCH \$25 per participant _____

VENDOR CHARGE? YES _____ NO _____ IF YES, HOW MUCH _____

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

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

Security & Volunteer Assistance: Security is not needed but The Arc comes with a crew of 40 volunteers consisting of staff, supporters and members of the 17th Masonic District. Doug Rice of the Runners Forum is providing guidance for this event. He is plotting the route and will lend expertise in cone placement and other logistics, to minimize inconvenience to pedestrians and tourists.

Clean-up: Runners and walkers are not expected to produce trash. However, water stations will be set up and key points and will contain trash containers. Volunteers at each water station will be responsible for removing any cups tossed on the boardwalk or surrounding area. As the Run / Walk conclude, volunteers will scan the area for debris and also remove cones and signage.

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

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

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

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

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

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

Jan Connolly
Signature of Applicant

1-10-17
Date

Jan Connolly (Print Name of Applicant)

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant \$ 700.00 Total Fees Collected \$ _____

Total fees collected @ 50.00



SPECIAL EVENTS PERMIT APPLICATION

Date Received: _____ APP. # _____

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

NAME OF EVENT: Sixth Annual Asbury Park Restaurant Tour

DATE(S): SUNDAY April 30, 2017

Rain Date: N/A

HOURS OF EVENT: **From:** NOON (need all cars cleared by 9am for set-up) **To:** 6:00pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

The APCC check-in tent will be set up in Press Plaza (Emory St from Cookman to Lake): actual tasting takes place at individual restaurants at Boardwalk, Downtown, Main St/West Side

Name of Applicant/Organization: THE ASBURY PARK CHAMBER OF COMMERCE

Address: P.O. Box 649, Asbury Park, NJ 07712

Contact: Sylvia Sylvia-Cioffi

Phone: 732-775-7676

Fax: N/A

Email: info@asburyparkchamber.com

Non-Profit? Yes ☒ No ☐ **Tax Exempt ID Number:** 22-2144484

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Restaurant Tour will feature small bites, sampling, and demos inside individual restaurants throughout the city all day. Guests purchase tasting wristbands online in advance. Limited quantity may be available the day of the event. Tour Transportation (small buses and vans) will make a continuous loop from Boardwalk, Downtown, Main St and to West Side (Kula Cafe)

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

OVER

Attachment: special events cm125 (2017-110 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____**NUMBER OF PEOPLE ANTICIPATED TO ATTEND:** 800 - 1,000 (tour sells out at 1,500)**ADMISSION CHARGE?** YES: Tasting wristbands purchased at \$35 for 30+ restaurants**VENDOR CHARGE?** YES _____ NO X IF YES, HOW MUCH _____**WILL YOU REQUIRE A STREET CLOSING?** YES X NO _____ Please Give Details:

Press Plaza (Emory St between Cookman & Lake Ave)

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: APCC will be responsible for clean up of check-in site and will be monitoring trash in bins along tour.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: Extra trash cans placed in downtown and Ocean Ave by DPW

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

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

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

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

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



Signature of Applicant

1-11-16
Date

Sylvia Sylvia-Cioffi

Print Name of Applicant

For Special Events Office Use only:

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



SPECIAL EVENTS PERMIT APPLICATION

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

NAME OF EVENT: Mary's Place Walk 2017

DATE(S): 5/20/17 Rain Date: _____

HOURS OF EVENT: From 12 noon To: 2 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Boardwalk only

Name of Applicant/Organization: Mary's Place by the Sea

Address: 22 Main Ave., Ocean Grove, NJ 07756

Contact: Clare Freda Phone: 732-455-5344

Fax: 732-361-0135 Email: cfreda@marysplacebythesea.org

Non-Profit? Yes ☒ No ☐ Tax Exempt ID Number: 26-4736451

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

walk-a-thon along the boardwalk only
Registration and Vendors will be at main site
in Ocean Grove

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

OVER

Attachment: special events cm125 (2017-110 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No X If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 800-1000ADMISSION CHARGE? YES X NO _____ IF YES, HOW MUCH \$40.00 + \$25.00VENDOR CHARGE? YES X NO _____ IF YES, HOW MUCH \$50 / \$50.00WILL YOU REQUIRE A STREET CLOSING? YES _____ NO X Please Give Details: _____

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

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

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

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

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

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

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

Clare Freda

Signature of Applicant

11/13/17

Date

Clare Freda

Print Name of Applicant

For Special Events Office Use only:

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

Total fees collected \$50.00

Attachment: special events cm125 (2017-110 : Special Event Applications)

SPECIAL EVENTS PERMIT APPLICATION



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

NAME OF EVENT: 82nd Annual City of AP Easter Pageant

DATE(S): 4/27/16 Rain Date: N/A
HOURS OF EVENT: From 9am To: 4pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Paramount Theatre - City Date

Name of Applicant/Organization: City of Asbury Park

Address: _____

Contact: Leesha / Cassandra Phone: _____

Fax: _____ Email: _____

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

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Annual

Easter Parade & Pageant

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

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City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMITYes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

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

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

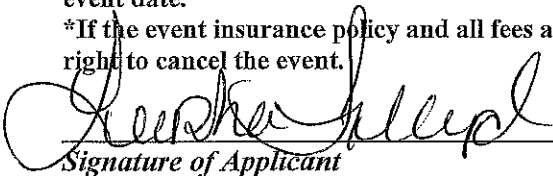
NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

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

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

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

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


Signature of Applicant

1/9/17
Date

Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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NAME OF EVENT: _____ Paws for Bonnie 1K Walk for Dogs

DATE(S): _____ 4 / 23 / 2017 _____ Rain Date: _____ 4 / 30 / 2017 _____

HOURS OF EVENT: From _____ 10 am _____ To: _____ 12 pm _____

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

_____ Boardwalk from 7th Avenue to Stone Pony

Name of Applicant/Organization: _____ Tails of Hope

Address: _____ P.O. Box 631, Oakhurst, NJ _____

Contact: _____ Eileen Keane _____ Phone: _____ (732)-546-2287

Fax: _____ Email: _____ e-keane@hotmail.com

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: _____ 81-0819742

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: _____ The event will consist of a walk from the starting point to The Stone Pony and back (app 1K total). Rest stops will be included at the center and far end of the route (since participants will be coming back). T-shirts and bracelets will be offered for the event, all proceeds to benefit the charity. The event is intended to be simple and low-key, allowing healthy exercise and socializing for everyone.

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

OVER

Attachment: special events cm125 (2017-110 : Special Event Applications)

City of Asbury Park Special Events Application

Page Two

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

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Requirements are minimal. The event should not attract outsize crowds, and will not require electricity or supplies. Only the ability to clean up after animals will be needed in case an owner or two is careless.

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

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

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

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

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

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

Eileen Keane
Signature of Applicant

10/12/16
Date

Eileen Keane
Print Name of Applicant

For Special Events Office Use only:

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

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

Total fees collected \$50.00

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: Springwood Ave. Music Fest

DATE(S): 7/8/17 - 7/15/17 - 7/22/17 - 7/29/17 Rain Date: 7/9, 7/16, 7/23, 7/30
HOURS OF EVENT: From 5pm To: 8pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Avenue Park

Name of Applicant/Organization: CHARITY Kings Inc.

Address: 57 South Main St. Neptune NJ 07753

Contact: DARRELL HAMMAY Phone: (973) 342-8410

Fax: _____ Email: Dhammay@yahoo.com

Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 90-0582653

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: ONE WEEK there will be A gospel concert, ONE WEEK old school R&B concert, next week JAZZ concert, then old school Hip Hop concert

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

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT

Yes _____ No ☒ If yes, please explain _____NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300ADMISSION CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____VENDOR CHARGE? YES _____ NO ☒ IF YES, HOW MUCH _____WILL YOU REQUIRE A STREET CLOSING? YES _____ NO ☒ Please Give Details: _____

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

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: GARBAGE BAGS AND CANS !
BARRICADES.

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

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

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

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

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

Darryl Hamman
Signature of Applicant

1/17/17
Date

DARRYL HAMMAN
Print Name of Applicant

For Special Events Office Use only:

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

SPECIAL EVENTS PERMIT APPLICATION



Date Received: _____ APP. # _____

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

NAME OF EVENT: Back to School Block party school supply's 3rd Annual
DATE(S): August 26th 2017 Rain Date: August 27th 2017
HOURS OF EVENT: From 12pm To: 4pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

DONALD HAMMARY SR. COMMUNITY COURTS

Name of Applicant/Organization: CHARITY KINGS INC.
Address: 57 South Main St. #262 Neptune NJ 07743
Contact: DARRYL HAMMARY Phone: (973) 342-8410
Fax: _____ Email: DHammary@yphco.com
Non-Profit? Yes ☒ No _____ Tax Exempt ID Number: 90-0582653
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

giving school supply's BookBAGS, pens ect. FREE food

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

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City of Asbury Park Special Events Application

Page Two

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

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

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: GARBAGE CANS AND BAGS
BARRICADES, FLOAT AND STEPS AS CO-SPONSORS

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

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

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

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

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

Darryl Hamman
 Signature of Applicant

1/17/17
 Date

DARRELL HAMMAN
 Print Name of Applicant

For Special Events Office Use only:

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

City of Asbury Park Wedding Application

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

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

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

Wedding Date: Monday May, 7th 2017 Ceremony start time: 3pm

Setup time: 10am (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave Beach

Names of Couple getting married: Donna Felle-Ho + Mike LoSincz

Address: 3 Katherine Street City, State, Zip Code Branchburg NJ 08876

Day Phone: 732 774 1155 Evening Phone: same

E-mail Address: jbaczyk@mcloones.com

Other Pertinent Information

Number in wedding party: ~~10~~ W/A

Number of people attending wedding ceremony 100-70

Will any of the following equipment be used:

PA System: X yes no

Chairs: X yes no If yes, how many 50

Archway: X yes no

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

Other

Attachment: special events cm125 (2017-110 : Special Event Applications)

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

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

Julian Baker
Signature of Applicant

6.29.14
Date

For Special Events Department Use:

Wedding fee paid: \$ 350.00

Date of payment _____

Insurance _____

Attachment: special events cm125 (2017-110 : Special Event Applications)

City of Asbury Park Wedding Application

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

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

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

Wedding Date: Saturday April 29th, 2017 Ceremony start time: 6pm

Setup time: 4pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave beach

Names of Couple getting married: Dawn Aiton + Jen Costaneda

Address: 9 Willow Drive City, State, Zip Code Hampton NJ 08040

Day Phone: 732 774 1155 Evening Phone: Same

E-mail Address: jpaczyk@mcloves.com

Other Pertinent Information

Number in wedding party: N/A

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: X yes no

Chairs: X yes no If yes, how many 50

Archway: X yes no

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

Other

Attachment: special events cm125 (2017-110 : Special Event Applications)

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

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

Julien Barea
Signature of Applicant

06.29.16
Date

For Special Events Department Use:

Wedding fee paid: \$ 350.00

Date of payment _____

Insurance _____

Attachment: special events cm125 (2017-110 : Special Event Applications)



RESOLUTION NO. 2017-111

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

AUTHORIZING COMPENSATION PAYMENT TO ROBERT ARMENTO UPON HIS SEPARATION OF EMPLOYMENT

WHEREAS, Robert Armento and the City of Asbury Park have agreed on a separation and release agreement effective March 1, 2017; and

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

33.50 Sick Days	\$18,016.30
2.25 Vacation Days	\$ 1,210.05
171 Comp Hours	\$ 9,196.38
1/2 Personal Day	\$ 268.90

	\$28,691.63

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

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, County of Monmouth, State of New Jersey, that they hereby approve the payment of \$28,691.63 to Robert Armento upon his separation of employment effective March 1, 2017 for the above accumulated earned time to be paid on March 30, 2017.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-111 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CERTIFIED BY ME THIS 23rd DAY OF March, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-112

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

RESOLUTION AUTHORIZING CANCELLATION AND REFUND OF TAX SALE CERTIFICATE ERRONEOUSLY SOLD WITH AN ACTIVE BANKRUPTCY 1604-17 TSC#16-00142

WHEREAS, Certificate of Sale #16-00142 was issued to Trystone Capital Assets, LLC for delinquent sewer charges on Block 1604 Lot 17 commonly known as 1113-1115 Monroe Avenue at a Tax Sale held on December 20, 2016; and

WHEREAS, by the way of evidence that assessed owner, Mr. James Olivette Ezell, filed for Chapter 13 Bankruptcy on December 19, 2016 in the Southern District of Alabama, case number 16-04389; and

WHEREAS, the Tax Collector for the City of Asbury Park received notification of said bankruptcy via mail on March 6, 2017; and

WHEREAS, the Tax Collector requests permission to cancel Certificate of Sale #16-00142 that was issued to Trystone Capital Assets, LLC for delinquent sewer charges on Block 1604 Lot 17 commonly known as 1113-1115 Monroe Avenue at a Tax Sale held on December 20, 2016 in the amount of \$1,064.29; and

WHEREAS, the Tax Collector request to refund the lienholder, Trystone Capital Assets, LLC, and open the charges paid on lien in the amount of \$1,064.29 plus the additional fees of \$30.00 for recording, \$1,000.00 premium and legal interest of \$2.73 at a rate of .25% upon the return of original tax sale certificate; and

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

1. Cancel Tax Sale Certificate #16-00142
2. Open delinquent charges in the amount of \$1,064.29
3. Refund \$2,097.02 to Trystone Capital Assets, LLC

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

NO. 2017-112 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CERTIFIED BY ME THIS 23rd DAY OF March, 2017.

CINDY A. DYE
CITY CLERK

① 1302/10 ② 1604/17 TSC #16-00142

1.H.3.a

Information to identify the case:

Debtor 1 **James Olivette Ezell**
First Name Middle Name Last Name
Debtor 2
(Spouse, if filing) First Name Middle Name Last Name
United States Bankruptcy Court **Southern District of Alabama**
Case number: **16-04389**

Social Security number or ITIN **143-54-4630**
EIN _____
Social Security number or ITIN _____
EIN _____
Date case filed for chapter **13** **12/19/16**

Official Form 309IReset

Judge: **JERRY C. OLDSHUE**

Notice of Chapter 13 Bankruptcy Case

12/15

For the debtors listed above, a case has been filed under chapter 13 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors, the debtors' property, and certain codebtors. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

Confirmation of a chapter 13 plan may result in a discharge. Creditors who assert that the debtors are not entitled to a discharge under 11 U.S.C. § 1328(f) must file a motion objecting to discharge in the bankruptcy clerk's office within the deadline specified in this notice. Creditors who want to have their debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office by the same deadline. (See line 13 below for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

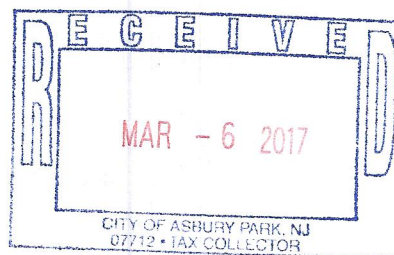
The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

	About Debtor 1:	About Debtor 2:
1. Debtor's full name	James Olivette Ezell	
2. All other names used in the last 8 years		
3. Address	P O Box 1163 Grove Hill, AL 36451	
4. Debtor's attorney Name and address	James D. Patterson Underwood & Riemer, PC 166 Government Street, Suite 100 Mobile, AL 36602	Contact phone: (251)432-9212 Email: jpatterson@alalaw.com
5. Bankruptcy trustee Name and address	Daniel B. O'Brien Chapter 13 Trustee P.O. Box 1884 Mobile, AL 36633	Contact phone: (251) 438-4615 Email: cperry@ch13mob.com
6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov .	201 St Louis Street Mobile, AL 36602	Hours open: 8:30 AM to 4:30 PM M-F - Bring Photo ID - No Electronics Allowed in Courthouse Contact phone: (251) 441-5391 Date: 3/2/17

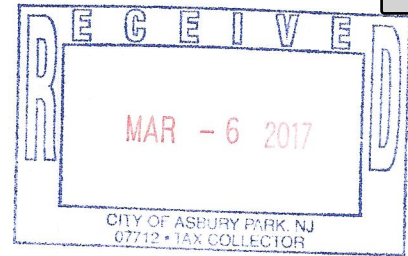
For more information, see page 2



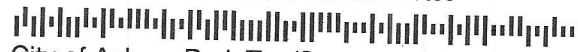
7. Meeting of creditors Debtors must attend the meeting to be questioned under oath. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so.	April 13, 2017 at 09:30 AM The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	Location: 201 St. Louis St, Mobile, AL 36602								
8. Deadlines The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines.	<table border="0"> <tr> <td data-bbox="516 279 1055 342"> Deadline to file a complaint to challenge dischargeability of certain debts: </td> <td data-bbox="1101 289 1312 321"> Filing deadline: 4/3/17 </td> </tr> <tr> <td colspan="2" data-bbox="516 352 1055 531"> You must file: - a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or - a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4). </td> </tr> <tr> <td data-bbox="516 531 1055 594"> Deadline for all creditors to file a proof of claim (except governmental units): </td> <td data-bbox="1101 541 1312 573"> Filing deadline: 5/3/17 </td> </tr> <tr> <td data-bbox="516 594 1055 636"> Deadline for governmental units to file a proof of claim: </td> <td data-bbox="1101 604 1312 636"> Filing deadline: 6/19/17 </td> </tr> </table>		Deadline to file a complaint to challenge dischargeability of certain debts:	Filing deadline: 4/3/17	You must file: - a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or - a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4).		Deadline for all creditors to file a proof of claim (except governmental units):	Filing deadline: 5/3/17	Deadline for governmental units to file a proof of claim:	Filing deadline: 6/19/17
Deadline to file a complaint to challenge dischargeability of certain debts:	Filing deadline: 4/3/17									
You must file: - a motion if you assert that the debtors are not entitled to receive a discharge under U.S.C. § 1328(f) or - a complaint if you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4).										
Deadline for all creditors to file a proof of claim (except governmental units):	Filing deadline: 5/3/17									
Deadline for governmental units to file a proof of claim:	Filing deadline: 6/19/17									
Deadlines for filing proof of claim: A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed. Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.										
<table border="0"> <tr> <td data-bbox="516 919 1055 1014"> Deadline to object to exemptions: The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection. </td> <td data-bbox="1101 940 1425 1014"> Filing deadline: 30 days after the conclusion of the meeting of creditors </td> </tr> </table>			Deadline to object to exemptions: The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.	Filing deadline: 30 days after the conclusion of the meeting of creditors						
Deadline to object to exemptions: The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection.	Filing deadline: 30 days after the conclusion of the meeting of creditors									
9. Filing of Plan, Hearing on Confirmation of Plan	The debtor has filed a plan. Hearing on Confirmation of Plan The hearing on confirmation will be held: Date: 4/13/17, Time: 09:30 AM, Location: 201 St. Louis St, Mobile, AL 36602 DEADLINE: Objections to confirmation of the Debtor(s) plan must be filed no later than 12:00 noon 2 days prior to the confirmation hearing. If an objection is filed, it will be heard at the confirmation hearing.									
10. Creditors with a foreign address	If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadline in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.									
11. Filing a chapter 13 bankruptcy case	Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts according to a plan. A plan is not effective unless the court confirms it. You may object to confirmation of the plan and appear at the confirmation hearing. A copy or summary of the plan, if not enclosed, will be sent to you later, and if the confirmation hearing is not indicated on this notice, you will be sent notice of the confirmation hearing. The debtor will remain in possession of the property and may continue to operate the business, if any, unless the court orders otherwise.									
12. Exempt property	The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors, even if the case is converted to chapter 7. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at www.pacer.gov . If you believe that the law does not authorize an exemption that debtors claimed, you may file an objection by the deadline.									
13. Discharge of debts	Confirmation of a chapter 13 plan may result in a discharge of debts, which may include all or part of a debt. However, unless the court orders otherwise, the debts will not be discharged until all payments under the plan are made. A discharge means that creditors may never try to collect the debt from the debtors personally except as provided in the plan. If you want to have a particular debt excepted from discharge under 11 U.S.C. § 523(a)(2) or (4), you must file a complaint and pay the filing fee in the bankruptcy clerk's office by the deadline. If you believe that the debtors are not entitled to a discharge of any of their debts under 11 U.S.C. § 1328(f), you must file a motion. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 8.									

SAT-16208 1128-1 309IRset 16-04389
James D. Patterson
166 Government Street, Suite 100
Mobile, AL 36602

1.H.3.a



007328 7328 1 AB 0.400 07712 6 2 8244-1-7638



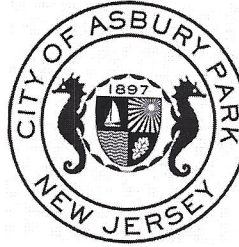
City of Asbury Park Tax/Sewer
Municipal Building
1 Municipal Plaza
Asbury Park, NJ 07712-7026

Attachment: 1604-17 16-00142 Reso request to Cancel TSC due to Bankruptcy 3-7-17 FILE (2017-112 : Resolution Authorizing Cancellation and

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

PHONE: (732) 775-2100
FAX: (732) 502-9658

TYRONE A. YOUNG, TAX COLLECTOR



CITY COUNCIL
JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

MICHAEL CAPABIANCO, CITY MANAGER
JOANN BOOS, CHIEF FINANCIAL OFFICER

March 6, 2017

Mr. James O. Ezell
PO Box 1163
Grove Hill, AL 36451

732-233-5525

RE: Bankruptcy Case # 16-04389-Southern District of Alabama filed on 12/19/2016
Block 1302 Lot 10 & Block 1604 Lot 17
1112 Monroe Avenue 1113-1115 Monroe Avenue

Dear Mr. Ezell:

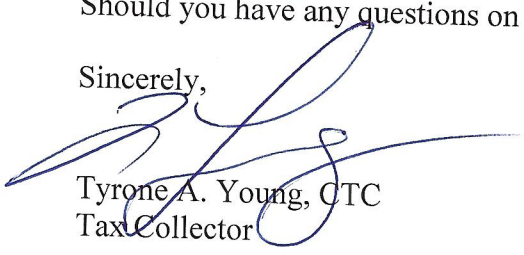
Please be advised that we have received notification by the Bankruptcy Court that you have filed a bankruptcy action under chapter 13 of the U.S. bankruptcy statutes.

Your account has been noted accordingly. I would like to take this opportunity to make you aware that under the bankruptcy laws, you must keep post-petition taxes and sewer charges on a current basis. (This means taxes, sewer and all other charges accrued from the date of filing your claim.)

Should you fail to comply with this requirement, the municipality will be in a position to file the necessary documents to collect those payments and possibly have your bankruptcy dismissed.

Should you have any questions on this matter, please contact this office.

Sincerely,


Tyrone A. Young, CTC
Tax Collector

Hand deliver to Mr Ezell on 3/7/17 @ 11AM in office.



RESOLUTION NO. 2017-113

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

RESOLUTION RECOGNIZING MARCH 19-25, 2017 AS NATIONAL POISON PREVENTION WEEK

WHEREAS, Congress designated the third full week in March to be National Poison Prevention Week (NPPW) in 1961 and since then this week has helped to raise national awareness of the dangers of potentially poisonous medicines, household chemicals, and other substances; and

WHEREAS, poison centers across the country will focus the public's attention on identifying poisoning hazards at home as well as learning ways to prevent poisoning emergencies; and

WHEREAS, unintentional poisoning is the leading cause of unintentional injury death in New Jersey; and

WHEREAS, drug overdose deaths including prescription pain medicine and heroin remain at epidemic proportions for both New Jersey and the United States. According to the Centers for Disease Control and Prevention (CDC), the majority of drug overdose deaths (more than six out of ten) involve an opioid; and

WHEREAS, a poison is defined as anything that is taken in the wrong amount, in the wrong way or by the wrong person; and

WHEREAS, every poisoning is preventable! From the youngest to the oldest, all people and even pets are at risk; and

WHEREAS, although the majority of reported poison exposures involve children five (5) years old and younger; the majority of poisoning deaths occur in adults aged 20 to 59; and

WHEREAS, the New Jersey Poison Information and Education System (NJPIES), a division of the Department of Emergency Medicine of the New Jersey Medical School of Rutgers, The State University of New Jersey, provides expert advice, drug information, and poison prevention education to NJ residents through the 800-222-1222 Poison Help Hotline; and

WHEREAS, all services are free, confidential, multilingual and available 24 hours a day, 7 days a week, 365 days a year even during bouts of Mother Nature; and

WHEREAS, the public can contact a poison expert by calling (1-800-222-1222), chatting (www.njpies.org <<http://www.njpies.org>>), or texting (8002221222@njpies.org <<mailto:8002221222@njpies.org>>); and

WHEREAS, consumers must be aware that e-cigarette devices, hookah pipes and liquid nicotine may contain very high doses of nicotine in enticing colors, aromas, and flavors - increasing the likelihood that small children and pets will focus their attention on them. These products pose serious risk of poisoning; and

WHEREAS, poison experts urge residents to use our services as a resource for poison and drug information instead of consulting the internet for information that may not be accurate; and

WHEREAS, we encourage all residents to program the Poison Help Line 800-222-1222 into home, office, and cell phones because a rapid response can make a difference in preventing serious injury and saving lives; and

WHEREAS, the use of poison centers services saves residents both time and money. Most cases are managed in the convenience of the caller's home, requiring no hospital visit; and

WHEREAS, NJPIES is also involved with the state's efforts in homeland defense, counter-terrorism, emergency preparedness and response, bio surveillance, and surveillance for clusters of poisonings and their sources (products, food and beverages, chemicals in the workplace and at home, environmental toxins, drugs and medicine, and animal and insect bites and stings).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park hereby recognize the week of March 19-25, 2017 as National Poison Prevention Week in New Jersey and encourage all citizens to pledge their commitment to ensuring the safety of themselves, their families, and their community.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-113 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CERTIFIED BY ME THIS 23rd DAY OF March, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-102

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

RESOLUTION AWARDING CONTRACT FOR AFFORDABLE HOUSING ("COAH") PLANNER

WHEREAS, on February 15, 2017 the Temporary Purchasing Agent accepted three bids in response to the Request For Proposals for COAH Planner; and

WHEREAS, all three responses have been deemed complete by the Temporary Purchasing Agent:

WHEREAS, the Temporary Purchasing Agent is recommending an award to Clarke Caton Hintz in the base bid amount \$38,750 along with additional costs for reimbursables such as printing, etc. as listed in the response; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the Community Development Block Grant (CDBG) T-17-72-850-850-813 in the amount of \$12,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 7-01-20-100-000-201 in the amount of \$26,750.00

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for 2017 COAH Planner to Clarke Caton Hintz in the amount of \$38,750.00 along with additional costs for reimbursables such as printing, etc. as listed in the response

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, Director of Planning and Redevelopment, Director of Community Development, City Clerk, Clarke Caton Hintz, City Attorney and City Manager.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-102 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CERTIFIED BY ME THIS 23rd DAY OF February, 2017.

CINDY A. DYE
CITY CLERK

FINANCE DEPARTMENT**DIVISIONS:**

ACCOUNTS AND CONTROL
PURCHASING
PAYROLL
TAX ASSESSMENT
TAX COLLECTION
INFORMATION SYSTEMS

**CITY COUNCIL**

JOHN B. MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER
JoANN BOOS, CFO

**CITY OF ASBURY PARK
CERTIFICATION OF FUNDS**

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account(s) T-17-72-850-850-813 (CDBG) and 7-01-20-100-000-201 (Administrative Expenses) of the City of Asbury Park to approve contract for Council on Affordable Housing Planner.

With: Clarke, Canton, Hintz

For: Council on Affordable Housing Planner.

In line item appropriation(s) as follows:

T-17-72-850-850-813

7-01-20-100-000-201

Contract period: N/A

Contract amount: \$38,750.00

Amount certified: \$38,750.00

Dated: March 8, 2017



JoAnn Boos, Chief Financial Officer

City of Asbury Park
Resolution Date 03/08/2017

City of Asbury Park, New Jersey

Request for Proposals: Professional Services – COAH Professional Planner

**Proposal Submission Date:
February 15, 2017
11:00 a.m. E.S.T.**

**City of Asbury Park
Office of the City Manager
One Municipal Plaza
Asbury Park, New Jersey
07712**

Attachment: Asbury Park COAH Planner RFP (2017-102 : Award of a Contract for COAH Planner)

CITY OF ASBURY PARK NOTICE TO VENDORS

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the City of Asbury Park, Monmouth County, State of New Jersey on Wednesday, February 15, 2017 **at 11:00 a.m.** prevailing time at the City of Asbury Park, City Manager's Office, One Municipal Plaza, Asbury Park, NJ 07712.

DESCRIPTION: RFP – Professional Services –COAH Professional Planner

TAKE NOTICE, that the City of Asbury Park (the "City") is seeking proposals from qualified planning consultant with significant COAH experience and expertise in order to evaluate its Fair Share housing obligation as defined by COAH, to draft a fair share plan and necessary ordinances to implement the Fair Share plan. All proposals shall be subject to the following requirements:

Proposals must be received on or before 11:00 a.m. prevailing time on Friday, February 17, 2017, in order to be considered. All proposals shall be delivered to the attention of the Asbury Park City Manager, at City Hall (2nd Floor), One Municipal Plaza, Asbury Park, N.J. 07712. All proposals shall be submitted in a sealed envelope, and shall bear the words "COAH Planner" written conspicuously on the front exterior of the envelope. Proposals shall be opened, read aloud and recorded at 11:00 a.m. prevailing time on Friday, February 17, 2017. No proposals shall be considered if received after that time. It is the consultant's responsibility to ensure that delivery of the proposal is made to the attention of the City Manager, and not merely to the City's Municipal Building, in a timely manner. All applicants assume the risks associated with regular mail or other delivery modes. The City of Asbury Park is not responsible for any proposals lost, wrongly addressed, delivered late, misdirected or otherwise undeliverable.

The Mayor and Council of the City of Asbury Park reserve the right to reject all proposals, in the sole discretion of the City, and to waive any minor nonmaterial defects when it may be in the best interests of the City to do so.

The selection of a qualified firm shall be made to the consultant(s) whose proposal are deemed to be the most advantageous to the City, with due consideration for, among other things, the financial terms offered, the quality of the services offered, the experience of the consultant and the qualifications presented.

All other requirements associated with this matter are set forth in a "Request for Proposals" package, and said requirements must be adhered to in order for any proposal to be considered. Interested consultants may obtain a copy of the "Request for Proposals" package from the City Manager's office, at City Hall, during regular business hours, or online at the following website:
www.cityofasburypark.com.

Any questions regarding this RFP should be directed in writing to Michele Alonso via email: michele.alonso@cityofasburypark.com no later than Friday, February 3, 2016.

Attachment: Asbury Park COAH Planner RFP (2017-102 : Award of a Contract for COAH Planner)

1. INSTRUCTIONS TO VENDORS AND STATUTORY REQUIREMENTS

SUBMISSION OF PROPOSALS

1. Sealed proposals shall be received by the contracting unit, hereinafter referred to as "City," in accordance with public advertisement as required by law, with a copy of the notice being attached hereto and made a part of the Scope of Services.
2. Sealed proposals will be received by the designated representative at the time and location as stated in the Notice to Vendors.
3. The proposal(s) shall be submitted in a sealed envelope: (1) addressed to the City, (2) bearing the name and address of the Vendor written on the face of the envelope, and (3) clearly marked "PROPOSAL" with the contract title and/or proposal # of the contract being proposed. There shall be one (1) original, one (1) electronic copy, and three (3) paper copies of the proposal submitted.
4. It is the Vendor's responsibility that proposals are presented to the City at the time and at the place designated. Proposals may be hand delivered or mailed; however, the City disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section 3, above, must also appear on the outside of the envelope. Proposals received after the designated time and date will not be considered.
5. Sealed proposals forwarded to the City before the time of opening of proposals may be withdrawn upon written application of the Vendor who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. The entire proposal section of the proposal package is to be returned completed. All proposals must be made upon the proposal forms attached hereto, and should give the unit price in figures and the total price for the work, both in words and in figures, and must be signed and acknowledged by the Vendor, in accordance with the directions in the Proposal. All prices and amounts must be written in ink or preferably machine-printed on the forms provided only. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the Scope of Services, or irregularities of any kind, may be rejected by the City. Any changes, whiteouts, strikeouts, etc. in the proposal must be initialed in ink by the person signing the proposal.
7. Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the Vendor, and be signed by an authorized representative as follows:
 - Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.

- Proposals by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Proposals by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
8. Vendor should be aware of the following statutes that represent “Truth in Contracting” laws:
- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by Vendors. It is a serious crime for the Vendor to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a Vendor commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Vendor should consult the statutes or independent legal counsel for further information.

2. SCOPE OF SERVICE FOR RFP - Professional Services –COAH Professional Planner

INTRODUCTION

The City of Asbury Park (“City”) is governed according to the Optional Municipal Charter Law, N.J.S.A. 40:69A-1 to 210. Through the fair and open process of N.J.S.A. 19:44A-20.4 et seq and pursuant to Asbury Park Ordinances 20A-1 et seq and DR-154, the City is issuing this Request for Proposals (“RFP”) from individuals or firms with the appropriate professional licenses from the State of New Jersey.

The Municipal Land Use Law requires that a municipal master plan include a Housing Element in order for the municipality to exercise the power to zone and regulate land use. As well, the Housing Element and a Fair Share Plan are adopted by a municipality’s Planning Board and endorsed by the municipal governing body in order to submit a petition to the New Jersey Council on Affordable Housing (COAH) for substantive certification of the Housing Element and Fair Share Plan. The Housing Element and Fair Share Plan are adopted to achieve the goal of meeting the City’s obligation to plan and regulate land use to provide for a fair share of the regional need for affordable housing. Benefits of obtaining substantive certification by COAH include, but are not limited to: protection against exclusionary zoning litigation, the entitlement to adopt a development fee ordinance and impose such fees with COAH approval, and support in meeting municipal affordable housing obligations through priority access to funding sources.

To date, Asbury Park has never received substantive certification from the Council on Affordable Housing (COAH). Prior round obligations pertain to the two COAH regulatory periods from 1987 through 1993 and from 1993 through 1999, commonly known as Round 1 and Round 2, respectively. Asbury Park had no COAH obligation to provide any new affordable housing units during the prior rounds due to its designation as an Urban Aid Municipality. Despite this status, new housing was constructed in Asbury Park in the past 25+ years which may qualify as new affordable housing units. As such, Asbury Park’s remaining affordable obligation from the prior two rounds is zero, and the City may be eligible to obtain credits for the affordable units that have already been built and apply these credits toward its third round obligation, referring to the period between January 1, 2004 and December 31, 2018.

The City is soliciting proposals to engage a professional planning firm with an expertise in Council on Affordable Housing and planning issues related to the Mount Laurel decisions on affordable housing.

SCOPE OF WORK

Asbury Park has never received substantive certification from COAH and the City wishes to hire an experienced professional planning consultant to prepare a Housing Element and Fair Share Plan that addresses Asbury Park's second round *rehabilitation* share and the targeted third round obligation.

Asbury Park expects the consultant to perform a myriad of tasks that would result in Asbury Park being under the jurisdiction of COAH with all its rights and privileges. These tasks include the following:

1. Researching the existing affordable units in Asbury Park to determine which meet the criteria for affordable per COAH, what controls are in place to ensure that those units meet those criteria, and when those controls expire to determine if the units are eligible to be counted toward credits toward the second round rehabilitation share and the third round obligation of units.
2. Prepare a Housing Element and Fair Share Plan that addresses Asbury Park's second round rehabilitation share and the targeted third round obligation, recommending various options to address the COAH targeted third round obligation, if any, which still is unknown.
3. Working with City Staff, draft a development fee ordinance for the City Council's consideration.

4. Working with City Staff, draft a revised affordable housing ordinance for the City Council's consideration.
5. Develop a spending plan to be approved by City Council and sent to the appropriate State agency or Superior Court for their approval.

Generally, Asbury Park expects the planning consultant to perform the myriad tasks that would result in Asbury Park's being under the jurisdiction of COAH with all its rights and privileges.

When providing pricing, please provide pricing for completion of researching existing units and creating a Fair Share Plan and subsequent documents. The City reserves the right, not to complete a Fair Share Plan and only obtain information on the existing housing stock.

The planner for COAH matters shall be a New Jersey licensed professional planner. This consultant shall prepare the City of Asbury Park Housing Element and Fair Share Plan and its amendments. Planner shall assist the City Staff in any legal matters involving the courts and Council on Affordable Housing.

3. INTERPRETATION AND ADDENDA

1. The Vendor understands and agrees that its proposal is submitted on the basis of the RFP prepared by the City. The Vendor accepts the obligation to become familiar with the Scope of Services.
2. Vendors are expected to examine the Scope of Services and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by Vendors should be promptly reported in writing to the appropriate official. Any prospective Vendor who wishes to challenge a proposal's Scope of Services shall file such challenges in writing with the contracting agent no less than three (3) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the Vendor fails to notify the City of such ambiguities, errors or omissions, the Vendor shall be bound by the requirements of the Scope of Services and the Vendor's submitted proposal.
3. No oral interpretation and or clarification of the meaning of the Scope of Services will be made to any Vendor. Such request shall be in writing, addressed to the City's representative stipulated in the RFP. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the RFP, and will be distributed to all prospective Vendors via the City's website (www.AsburyParknj.org). All addenda so issued shall become part of the RFP and proposal documents, and shall be acknowledged by the Vendor in the proposal. The City's interpretations or corrections thereof shall be final.

When issuing addenda, the City shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.

4. **Discrepancies in Proposals**

- In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the City of the extended totals shall govern.

5. **INSURANCE REQUIREMENTS**

Qualified consultants shall carry and maintain in full force and effect for the duration of this contract, and any supplement thereto, appropriate insurance. The company agrees to protect and defend, indemnify, and hold the City, and its employees and/or representatives free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character including the amount of judgments, penalties, interest, court costs, and legal fees incurred by the City in defense of same, arising in favor of taxes, claims, liens, debts, personal injuries including employees of the City, death or damages to property (including property of the City) and without limitations by enumeration, all other claims, or demands of every character occurring and caused in whole or in part by any negligent act or omission of the company, any one directly or indirectly employed by the company or anyone for whose acts company may be liable regardless of whether or not it is caused in part by the City. Qualified consultants will designate and provide the City with the identity of a person or persons in the consultant's employ who shall be responsible for handling claims from the public efficiently and expeditiously.

Insurance similar to that required by the company shall be provided by or on behalf of all subcontractors to cover its operation(s) performed under this contract, and included in all subcontracts.

Insurance certificates must be presented at the time of bid, documenting overage for the following:

1. Worker's Compensations and Employers Liability in accordance with State of New Jersey requirements, with a minimum limit of:
 - a. \$1,000,000 each accident for bodily injury by accident
 - b. \$1,000,000 each employee for bodily injury by disease
 - c. \$1,000,000 policy limit for bodily injury by disease
2. Comprehensive General Liability, (bodily injury, personal injury, and property damage liability) including company's contingent Completed operations and contractual liability with a minimum:
 - a. \$1,000,000 each occurrence;
 - b. \$1,000,000 personal and advertising injury;
 - c. \$2,000,000 general aggregate; and
 - d. \$1,000,000 products/completed operations aggregate.
3. Comprehensive Automobile Liability Insurance. Covering all owned, hired, and rented vehicles and equipment, with limits of liability of not less than \$1,000,000 for injuries to, or

death of one or more persons resulting from any one occurrence and property damage limit of liability of not less than \$500,000 per occurrence.

4. Professional liability and errors & omissions insurance in the amount of \$1,000,000. In lieu of the insurance coverage listed under 3. above, The contractor fulfills the insurance requirements by having and maintaining umbrella liability insurance with a minimum:
 - a. \$1,000,000 per occurrence;
 - b. \$1,000,000 aggregate of other than products/completed operations and auto liability; and
 - c. \$1,000,000 products/completed operations aggregate.

All other insurance requirements would remain in effect.

Policies shall be issued by an insurance company authorized to do business in the State of New Jersey. All insurance certificates must name the City of Asbury Park, as additional insureds on the policy. Said Certificate must state that coverage cannot be cancelled or materially altered without thirty (30) days written notice to the Committee.

6. NO WARRANTY

Consultants are required to examine the RFP, specifications, and instructions pertaining to the services requested. Failure to do so will be at the Consultant's own risk. It is assumed that the Consultant has made full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications.

No warranty is made or implied as to the information contained in the RFP, specifications or instructions.

Respondents are responsible for the implementation of all health and safety measures taken to complete the required services. The City assumes no responsibility or liability for the health and safety of the Consultant, consultant employees, subcontractors, or other associated personnel.

7. ETHICS COMPLAINTS

The City of Asbury Park receives Transitional Aid from the State of New Jersey. As part of this agreement with the State to receive said Aid, all respondents to any solicitation must include a statement if there are any outstanding ethics violations that have been filed against the firm and/or individual. On letterhead included with the response, please state that if there are any ethics violations active against you. Please note that this is a mandatory item and failure to include this will deem your response incomplete

8. PRICING INFORMATION FOR PREPARATION OF PROPOSALS

1. The City is exempt from any local, state or federal sales, use or excise tax.
2. The prices shall remain firm for the contract period(s). The prices shall include the delivery and furnishing of all materials, travel time, travel expenses, and the performance of all labor and services necessary for proper completion of the work, except such as may be otherwise expressly provided in the Contract Documents.

3. Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All proposals submitted shall have included this cost.
4. Vendors shall insert prices for furnishing goods and services required by the Scope of Services. Prices shall be net, including any charges for shipping, handling, copying, compiling, packing, etc. All transportation charges shall be fully prepaid by the Vendor. The City shall not be responsible for delivery costs or travel costs of any type.

9. GENERAL TERMS AND INSTRUCTIONS TO CONSULTANTS:

Proposal Submissions

All proposals shall consist of the following documents in order to be considered complete:

1. Completed Checklist Submission Form.
2. Letter of Interest.
3. Background Information Regarding the Consultant and Proposal - This information should include, at a minimum, the following mandatory items are found on the checklist:
 - a. Overview and background of the consultant or individual submitting this proposal, the principal place of business and, if different, the place where services will be provided.
 - b. The name(s) of the individuals proposed to work on the City's projects as well as each individual's relevant experience, education, qualifications and training.
 - c. A statement that neither the consultant nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.
 - d. Proposal narrative, including your understanding of the Scope of Services, your vision for completing the Scope of Services, and other information you would like to include in your response to this RFP.
 - e. Ethics complaint letter on letterhead
 - f. A statement that provides a summary of the consultant's experience with COAH, Affordable Housing and Fair Share plans, and municipal ordinances regarding affordable housing.
 - g. Checklist Submission Form (Form 1)
 - h. Proposal/Rate Schedule (Form 2);References (Form 3)
 - i. Stockholder Statement of Ownership (Form 4)
 - j. State of New Jersey Debarred List Affidavit (Form 5)
 - k. Acknowledgement of Receipt of Addenda (Form 6)

Statutory And Other Requirements

1. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is listed below of this proposal Scope of Services.

- Goods and Services (including professional services) Contracts

Each Vendor 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:

- A photocopy of a valid letter that the Vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the Vendor in accordance with N.J.A.C. 17:27-4.

2. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Vendors are required to read Americans with Disabilities language listed below of this Scope of Services and agree that the provisions of Title II of the Act are made a part of the contract. The Vendor is obligated to comply with the Act and to hold the City harmless.

3. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership, Vendors shall submit a statement setting forth the names and

addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership (P-2) shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

4. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each Vendor (Vendor) submit proof of business registration with the proposal. Proof of registration shall be a copy of the Vendor's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on Vendors and all subcontractors that **knowingly** provide goods or perform services for a Vendor fulfilling this contract:

- The Vendor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the Vendor;
- Prior to receipt of final payment from a contracting agency, a Vendor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- During the term of this contract, the Vendor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Vendor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

Failure to submit proof of registration with the proposal submittal requires mandatory rejection of a proposal as a non-waivable defect.

5. DAVIS BACON ACT (N/A)

Where applicable: If this project is being funded with Federal Funds received from the U.S. Department of Housing and Urban Development (HUD) as part of the Community Development Block Grant (CDBG), the vendor shall be subject to the provisions of the Federal Labor Standards (Davis Bacon), which shall be conditions of the contract. Additional information may be obtained at <http://www.wdol.gov/>.

6. THE PUBLIC WORKS VENDOR REGISTRATION ACT (N/A)

Where applicable: N.J.S.A. 34:11-56.48 et seq. requires that a general or prime vendor and any listed subcontractors named in the vendor's proposal shall possess a certificate *at the time the proposal is submitted*. After proposal proposals are received and prior to award of contract, the successful vendor shall submit a copy of the vendor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general vendor's responsibility that all non-listed sub-vendors at any tier have their certificate prior to starting work on the job.

Under the law a "vendor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-

56.25, et seq.] It applies to vendors based in New Jersey or in another state.

The law defines “public works projects” as contracts for “public work” as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- “Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- “Public work” shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds...”
- “Maintenance work” means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While “maintenance” includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a vendor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lsse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

7. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the proposal.

8. PAY TO PLAY

Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year.

Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Businesses are further required to comply with all local ordinances regarding contribution limits for publicly contracted entities. Business entities are obligated to become familiar with their obligations under the local ordinances prior to submitting proposals for public contracts to the City of Asbury Park.

10. METHOD OF CONTRACT AWARD

1. The City and the successful Vendor, shall execute said contract within twenty-one (21) days, Sundays and holidays excluded after Notice of Award. The parties however may agree to extend the twenty-one (21) day period in the event the contract cannot be signed in a timely manner. Failure or neglect of the Vendor to execute said contract or to contact the City to request an extension to execute said contract shall constitute a breach and the City can

award the contract to the next lowest Vendor. Any contract resulting from this proposal shall be subject to a not to exceed amount, and the City shall not be responsible for any amount above the not to exceed amount listed in the Notice of Award. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this proposal shall be subject to the availability and appropriation of sufficient funds annually.

2. The form of contract shall be submitted by the City to the successful Vendor. Terms of the Scope of Services/proposal package prevail. Vendor exceptions must be formally accepted by the City. Vendor exceptions must be listed on the vendor's submitted proposal in order to be considered by the City.
3. The City reserves the right to waive immaterial formalities. The City reserves the right to procure these items under State Contracts or inter-local agreements, if so desired.
4. The acceptance of a Proposal shall bind the successful Vendor to execute the contract or to be responsible for liquidated damages in the amount of ten percent (10%) of the proposed costs if the vendor fails to enter into the contract or perform services there under.

11. CAUSES FOR REJECTING PROPOSALS

Proposals may be rejected for any of the following reasons:

1. All proposals pursuant to N.J.S.A. 40A:11-13.2;
2. If more than one (1) proposal is received from an individual, firm or partnership, corporation or association under the same name;
3. Multiple proposals from an agent representing competing Vendors;
4. The proposal is inappropriately unbalanced;
5. The Vendor is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
6. If the successful Vendor fails to enter into a contract within twenty one (21) days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this

case at its option, the City may accept the proposal of the next lowest responsible Vendor. (N.J.S.A. 40A:11-24b)

12. TERMINATION OF CONTRACT

1. If, through any cause, the Vendor shall fail to fulfill in a timely and proper manner obligations under the contract or if the Vendor shall violate any of the requirements of the contract, the City shall there upon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date of termination. Such termination shall relieve the City of any obligation for balances to the Vendor of any sum or sums set forth in the contract. City will pay only for goods and services accepted prior to termination.
2. Notwithstanding the above, the vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Vendor and the City may withhold any payments to the Vendor for the purpose of compensation until such time as the exact amount of the damage due the City from the Vendor is determined.
3. The Vendor agrees to indemnify and hold the City harmless from any liability to Subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the City under this provision.
4. In case of default by the Vendor, the City may procure the goods or services from other sources and hold the Vendor responsible for any excess cost.
5. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the City reserves the right to cancel the contract.
6. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.
It is understood by all parties that if, during the life of the contract, the Vendor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change must be approved by the City.
7. The Vendor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the City.
8. The City may terminate the contract for convenience by providing 60 calendar days advance written notice to the Vendor.
9. If the successful Vendor and/or any of its employees and/or agents are required to be licensed and/or registered in order to perform the services which are the subject of this or any agreement thereof, then the agreement shall be terminated in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the vendor's license and/or registration suspended or revoked, or in the event that such entity has revoked or suspended said license or denied such registration. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
(Mandatory Affirmative Action Language)**

FOR GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS:

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

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

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

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

The Vendor 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 Vendor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

The Vendor 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

The Vendor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

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

The Vendor and the City of Asbury Park, (hereafter "City") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the City pursuant to this contract, the Vendor agrees that the performance shall be in strict compliance with the Act. In the event that the Vendor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Vendor shall defend the City in any action or administrative proceeding commenced pursuant to this Act. The Vendor shall indemnify, protect, and save harmless the City, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Vendor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Vendor agrees to a proposal by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Vendor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice

thereof to the Vendor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants, and employees, the *City shall* expeditiously forward or have forwarded to the Vendor every demand, complaint, notice, summons, pleading, or other process received by the City or its representatives.

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

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

13. CONTENT OF THE PROPOSAL GUIDELINES

Proposals must contain the following information in approximately the following format.

1. Scope of Work. The general framework for the scope of work has been developed by the City of Asbury Park. Respondents should propose on all parts of the scope of work. Respondents are expected to include further detail regarding specific approach and methodologies proposed.
2. Description of Abilities to Meet Timeframe. Describe the firm's ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff). All components of this scope shall be completed and within one (1) year from the time of authorization.
3. Qualifications. Proposals should indicate general qualifications of the respondent(s) in planning. Skills appropriate to the project, as well as specific prior experience and qualifications applicable to this project (i.e., COAH, Special Master Designation), should be stated.
4. Individuals Performing Tasks. The qualifications and experience of the particular individuals who are expected to work on this assignment, as specified in the scope of services; identify and describe in detail examples that demonstrate the qualifications of these individuals relevant to the proposed assignment; indicate in each case the role the individual had in the assignment and whether or not the individual participated in the assignment on behalf of your firm.
5. Past Performance. Document past performance of same and/or similar service. Demonstrate specifically how the firm meets the requirements set forth above—the qualifications and experience of your firm to perform the required services in connection with the scope of work; list and describe in detail examples in which your firm participated which are representative of the qualifications of your firm to undertake the required services contemplated by the scope of work. Please include information about the role your firm had and the nature of the services provided. Include samples of previous work.
6. References. The firm should submit reference(s) where firm performed same or similar service.
7. Technical Process and Equipment. The firm should provide a description of processes to be used in performing the various tasks presented in the scope of work (i.e., public outreach and participation).
8. Cost Details. The firm should submit the proposed hourly rates for the persons who will be assigned to this engagement, assuming payment will be made on a bi-monthly basis based upon invoices submitted to the Community Development Director for review. The information provided will be taken into consideration as part of the selection process and will be the basis

for negotiating the fees to be paid to the firm selected pursuant to this RFP. Proposals should indicate the cost of services provided plus a **not-to-exceed amount**. Also required is an estimate by task of person-hours, equipment, services, and corresponding costs.

14. ORGANIZATION REQUESTING PROPOSAL

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

15. CONTACT PERSON

For technical questions concerning proposal contact please contact , Michele Alonso, Director of Planning and Redevelopment at michele.alonso@cityofasburypark.com.

16. METHOD OF CONTRACT

The professional service contract shall be project based, but in no event shall it extend beyond a period of one (1) year from date of appointment.

17. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, the Vendor represents that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.

18. PROPOSAL EVALUATION

The City will select the most advantageous proposal based on a point system evaluation of all of the factors as set forth in this RFP (see evaluation form). However, cost is important to the City. The City will make the award that is in the best interest of the City based on cost and other considerations.

Each proposal must satisfy the objectives and requirements detailed in this RFP. The features of the proposal, considered together with its economic and other benefits, will form the basis for the evaluation process as shown on the evaluation form.

The City reserves the right to:

- Not select any of the proposals.
- Select only portions of a particular Vendor proposal for further consideration and negotiation (however, Vendor may specify portions of the proposal that they consider "bundled").
- Select a primary per diem municipal prosecutor to provide services to the City on a regular basis for multiple municipal court sessions per week, and a secondary per diem municipal prosecutor to serve the City's needs in the absence of the primary per diem municipal

prosecutor, to serve in those instances where co-defendants require independent representation, and to serve in those instances where the primary per diem municipal prosecutor has a conflict.

- Request the Vendor(s) to demonstrate by oral, in-person presentation any services described in their proposal prior to award. Vendor will not be compensated for making the presentation.

BASIS OF AWARD
EVALUATION CRITERIA

Professional Services –COAH Professional Planner

The following is the criteria for evaluation of the proposal. Points shall be awarded based on the information contained in the proposal for each category as listed below on a scale of 1-10, with 10 meeting all required criteria and 1 not meeting the required criteria. The evaluators' scores will then be calculated by the weight for a weighted score. The proposals will be ranked by highest weighted score.

EVALUATION CRITERIA	WEIGHT	SCORE	WEIGHTED SCORE
TECHNICAL CRITERIA	30%		
Vendor's proposal demonstrates a clear understanding of the scope of work and related objectives	10%		
Vendor's proposal is complete and responsive to the technical/RFP requirements	10%		
Vendor evidences successful past performance of like projects with specific knowledge of COAH	10%		
MANAGEMENT CRITERIA	40%		
History and experience in performing similar COAH related work	10%		
Availability of personnel, facilities, equipment, etc.	6%		
Qualification and experience of support personnel	6%		
Comprehensive work plan and schedule	6%		
Significant experience representing governmental clients	6%		
Proof of licensure	6%		
COST CRITERIA	30%		
Cost of goods/services to be provided	10%		
Quality and quantity of vendor's services to previous clientele	10%		
Vendor's financial ability to meet obligations	10%		
POINT TOTALS	100%		

City of Asbury Park, New Jersey

Request for Qualifications

**CHECKLIST – RETURN CHECKLIST WITH YOUR SUBMISSION
FORM 1**

CONSULTANT: _____

Respondent	Initials
1. Checklist Submission Form (This Form)*.....	_____
2. Letter of Interest.....	_____
3. Background Information Regarding the Consultant and Proposal	_____
4. Proposal Form (Form 1 attached).....	_____
5. Reference Form (Form 2 attached).....	_____
6. Non-Collusion Affidavit (Form 3 attached)*.....	_____
7. Stockholder Statement of Ownership (Form 4 attached)*...	_____
8. State of New Jersey Debarred List Affidavit (Form 5 attached)*	_____
9. Acknowledgment of Receipt of Addenda (Form 6 attached) *	_____
10. State of N.J. Business Registration Certificate (Sample 1 attached)*	_____
11. Letter on letterhead that there are no existing ethics violations*	_____
12. Completed "Doing Business with Iran form".....	_____

*** Failure to submit these documents is cause for the proposal to be rejected.**

PROPOSAL/RATE SCHEDULE FORM

Item	# of Hours _	Hourly Rate	Fixed Price (F) or Estimate (E)?	Total One-time Cost	Annual Costs
Totals:					
Consultant may add additional lines as needed					

City of Asbury Park, New Jersey

Request for Qualifications

REFERENCE FORM

Consultant Name: (Please Print)

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

1. Company Name/Municipality:

Address:
Contact Person:
Phone:
Type of Work:
Date of Completion:

2. Company Name/Municipality:

Address:
Contact Person:
Phone:
Type of Work:
Date of Completion:

3. Company Name/Municipality:

Address:
Contact Person:
Phone:
Type of Work:
Date of Completion:

Form 4

City of Asbury Park, New Jersey

Request for Qualifications

STOCKHOLDER STATEMENT OF OWNERSHIP

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

Name of Corporation or Partnership

Witness and Corporate Seal

By: _____
Name/Title

Shareholders or Partners:

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Name: _____

Address: _____

Attachment: Asbury Park COAH Planner RFP (2017-102 : Award of a Contract for COAH Planner)

Form 5

City of Asbury Park, New Jersey

Request for Qualifications
STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, _____, of the _____ of _____ in the County of _____ and the State of _____, of full age, being duly sworn according to law on my oath depose and say that:

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

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

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

 Name and Address of Consultant

 Name and Title of Affiant

Subscribed and sworn before me on
 this _____ day of _____.

 Notary Public of
 My commission expires _____, 20____.

Attachment: Asbury Park COAH Planner RFP (2017-102 : Award of a Contract for COAH Planner)

Form 6

City of Asbury Park, New Jersey

**Request for Qualifications
Environmental Services for EPA Brownfield Grant
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned consultant hereby acknowledges receipt of the following Addenda:

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

If no addenda were received, initial here: _____

Acknowledged for: _____
(Name of Consultant)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

FORM NOT REQUIRED IF NO ADDENDA ISSUED

Date: _____

Form 7

Attachment: Asbury Park COAH Planner RFP (2017-102 : Award of a Contract for COAH Planner)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

law and applicable Federal court decisions.

In conforming with the targeted employment goals, the consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

Signed: _____

Print Name: _____

Name & Address of Company:

Dated: _____

Form 8

REQUIRED EVIDENCE

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

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

1. A letter from the U. S. Department of Labor that the consultant has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:
_____ Please send our company an Affirmative Action form for our completion
(A.A. 302-Affirmative Action Employee Information Report).

The following questions must be answered by all consultantss:

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

You shall submit a photostatic copy of such certificate.

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

CONSULTANT

BY: _____

Form 9

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

The consultant and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the consultant agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the consultant shall defend the City in any action or administrative proceeding commence pursuant to the Act. The consultant shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The consultant shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the consultant agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the consultant shall satisfy and discharge the same at its own expense.

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

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

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

WITNESS:

CONSULTANT

BY: _____

DATED: _____

Form 10

City of Asbury Park, New Jersey

Request for Qualifications

COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, _____, of the Municipality of _____, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

I am a principal of the firm of _____, the consultant submitting the proposal for COAH services for the City of Asbury Park, and I have executed the proposal with full authority to do so. Further, the consultant has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the proposal and in this affidavit are true and correct and made with full knowledge that the City of Asbury Park shall rely upon the truth of the statements contained in the affidavit and in said proposal in awarding the contract for said project.

Name of Consultant

Authorized Representative (Print)

Title of Authorized Representative

Date _____

Signature of Authorized Representative

Subscribed and sworn before me on
this _____ day of _____.

Notary Public of

My commission expires _____, 20____.

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

Attachment: Asbury Park COAH Planner RFP (2017-102 : Award of a Contract for COAH Planner)

Solicitation Number: _____

Bidder/Offeror: _____

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

Pursuant to public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25Listpdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

Name: _____	Relationship to Bidder/Offeror _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

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

Full Name (Print): _____ Signature _____

Title: _____ Date: _____

Name of Company: _____ City/State/Zip: _____

To be completed, signed below & returned with proposal.

Criteria	Points To be Earned	Heyer	Comment	T&M	Comment	CCH	Comment
Vendor's proposal demonstrates a clear understanding of the scope of work and related objectives	10	5	No mention of doing existing count	10	Perfect	10	Perfect
Vendor's proposal is complete and responsive to the technical/RFP requirements	10	10	Complete	10	Complete	10	Complete
Vendor evidences successful past performance of like projects with specific knowledge of COAH	10	8	Lists seven total projects	9	Lists 8 projects	9	Lists seven total projects; narratives for 3
History and experience in performing similar COAH related work	10	8	7 listed municipalities	9	8 listed municipalities; lead staff worked on COAH	10	Special Masters in over 100 cases; 54 planning clients
Availability of personnel, facilities, equipment, etc.	6	6	Complete	6	Complete	6	Complete
Qualification and experience of support personnel	6	3	No specific examples provided	4	Provided a few related to RFP	4	Provided a few related to RFP
Comprehensive work plan and schedule	6	3	Said done in one year; no schedule	6	Said done in one year; provided a schedule	6	Said done in one year; provided a schedule
Significant experience representing governmental clients	6	5	Not as extensive as other respondents	6	Currently 8; total of 38 plans	6	Special Masters in over 100 cases; 54 planning clients
Proof of licensure	6	6	1	6	Complete	6	Complete
Cost of goods/services to be provided	10	10	\$19,500	5	\$48,550	7	\$38,750
Quality and quantity of vendor's services to previous clientele	10	0	No samples	10	numerous	10	numerous
Vendor's financial ability to meet obligations	10	10	Complete	10	Complete	10	Complete
Total	100	74		91		94	



Clarke Caton Hintz

Architecture : Planning : Landscape Architecture



Proposal for: COAH Professional Planner

Submitted to:
City of Asbury Park

February 15, 2017

100 Barrack Street
Trenton, NJ 08608
Tel: 609 883 8383
Fax: 609 883 4044

www.clarkecatonhintz.com

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)



Clarke Caton Hintz

Architecture
Planning
Landscape Architecture

Michael Capabianco, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

February 15, 2017

**Re: RFP Professional Services – Affordable Housing (COAH) Professional Planner
Letter of Interest**

Dear Mr. Capabianco,

Clarke Caton Hintz (“CCH”) is pleased to provide our proposal for Affordable Housing (COAH) Professional Planner services for the City of Asbury Park. We are confident that we can assist the City in its effort to obtain approval of its housing element and fair share plan from Superior Court, known as a Judgment of Compliance and Repose.

Clarke Caton Hintz (“CCH”) has the most extensive affordable housing planning practice in New Jersey. More than 40 New Jersey municipalities have relied on CCH for preparation of third round housing elements and fair share plans and representation before the Superior Court and the Council of Affordable Housing (“COAH”) as experts on affordable housing and planning issues. Our approach is to assist towns in meeting their affordable housing obligations with creative strategies that fit within their overall land use policies, minimize municipal costs and avoid inappropriate development.

As you know, New Jersey’s affordable housing landscape continues to be in flux due to the March 2015 New Jersey Supreme Court decision directing municipalities to Superior Court to seek approval of their housing plan. We have been involved in affordable housing matters from the earliest days of the *Mt. Laurel* Court decisions through the recent resumption of responsibility for fair share housing planning by the Judiciary. In terms of affordable housing experience, we have a “deep bench”: Elizabeth McManus, Philip Caton and Mary Beth Lonergan have served as special masters to the Superior Court in over 100 affordable housing cases. Four additional licensed planners in the firm are either exclusively or predominantly devoted to affordable housing matters. Beth McManus will serve as the Project Manager for Asbury Park’s affordable housing efforts. Our experience in the role of special master translates to an ability to bring high-level, broad-spectrum insights into the negotiations that will ultimately, protect Asbury Park’s zoning authority through court-sanctioned immunity.

Philip Caton, FAICP
John Hatch, FAIA
George Hibbs, AIA
Brian Slauch, AICP
Michael Sullivan, AICP

Emeriti

John Clarke, FAIA
Carl Hintz, AICP, ASLA

Clarke Caton Hintz

Clarke Caton Hintz has significant expertise, not just in affordable housing, but in an array of additional planning and design services. We are an interdisciplinary team of planners, landscape architects, architects, historic preservationists and graphic designers. The firm has 9 licensed planners and 3 landscape architects among a staff of 35. We bring a strong design sense to planning and a comprehensive contextual approach to architecture. WHY DOES THAT MATTER FOR AFFORDABLE HOUSING WORK? Such depth provides us with the ability to solve affordable housing problems in a much more holistic manner: we go beyond the “numbers” to truly understand and articulate housing solutions that are appropriate to an individual site, neighborhood and municipality, in terms of design.

CCH is uniquely qualified to provide affordable housing planning services to the City of Asbury Park. We have the skills, qualifications and experience suited to the requirements of this important master plan element project for the preparation of the City’s Housing Element and Fair Share Plan. Furthermore, we have a deep understanding of the City and its planning goals and policies through our ongoing work on the Master Plan Reexamination Report and our service as the Planner to the Zoning Board of Adjustment.

Attached is a written description of our scope of work, resumes of key personnel, our standard hourly rates and other pertinent documentation as requested by the City. We would be pleased to meet with City representatives to discuss our approach and to answer any questions you may have.

Thank you for your consideration.

Sincerely,
Clarke Caton Hintz, PC, New Jersey



Michael F. Sullivan, ASLA, AICP
Principal

**Clarke Caton Hintz**

Architecture

Planning

Landscape Architecture

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SECTION 1:

SCOPE OF WORK & ABILITIES TO MEET TIMEFRAME

SECTION 1 – SCOPE OF WORK & ABILITIES TO MEET TIMEFRAME

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I. Scope of Work

Clarke Caton Hintz (“CCH”) is pleased with this opportunity to provide a proposal to the City of Asbury Park to provide Affordable Housing (“COAH”) Professional Planner Services. The Scope of Work below includes the tasks required by the City’s RFP including the preparation of a Housing Element and Fair Share Plan (collectively ‘Plan’), as well as an affordable housing development fee ordinance, spending plan and additional documents required pursuant to the Municipal Land Use Law and COAH’s adopted rules at *N.J.A.C.* 5:93-1 (substantive) and 5:91-1 (procedural).

In its landmark 1975 decision now referred to as “Mount Laurel I”, the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide a realistic opportunity for the construction of low and moderate income housing. The subsequent years created a complex body of case law, as well as the Fair Housing Act in 1985 and the Council on Affordable Housing (COAH) in 1986. COAH created the criteria and guidelines for municipalities to determine and address their respective affordable housing obligation. The process established by COAH resulted in many municipalities adopting Housing Elements and Fair Share Plans that addressed their affordable housing obligation. However, over the last several years, COAH failed to adopt rules that would be upheld by the New Jersey Supreme Court. This failure led to the “Mt. Laurel IV” decision in March 2015 that provided a new direction for how New Jersey municipalities are to comply with the constitutional requirement to provide their fair share of affordable housing. The Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mt. Laurel trial judges. Accordingly, a Housing Plan adopted by the City of



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Asbury Park must now be submitted to Monmouth County Superior Court with a request for the Court's review and approval, referred to as a Judgment of Repose. This alternative process to that which was previously offered by COAH, while producing a substantially similar outcome, adds a layer of complication and necessary coordination.

Based on a January 18, 2017 decision from the New Jersey Supreme Court, a municipal affordable housing obligation is now composed of the following four (4) parts:

- **present need (2015, rehabilitation);**
- **prior round (1987 to 1999, new construction);**
- **present need (1999 to 2015, new construction); and**
- **prospective need (third round, 2015 to 2025, new construction).**

As a city designated as an Urban Aid Municipality, Asbury Park was not assigned a prior round obligation and it seems very unlikely a prospective need obligation will be assigned. **The City's present need (rehabilitation obligation or 1999-2015 new construction) has not yet been assigned by the Courts.** However, it seems likely the Court will determine the City's present need obligation (as well as other municipalities) prior to or soon after a Housing Element and Fair Share Plan is prepared.

We recommend the City establish an Affordable Housing Steering Committee. This Committee is necessary to guide decision making and to provide feedback on draft ideas and recommendations throughout the project. This will be particularly important since the City does not have institutional knowledge of COAH, since it did not previously receive a Judgment of Repose from Superior Court or Substantive Certification from COAH.

Our scope of work related to the provision of COAH Professional Planner services will prepare the City for entrance into the Superior Court process for review and approval of a Housing Element and Fair Share Plan. The scope of work is presented below.

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In examining the requirements of the Municipal Land Use Law, COAH's adopted rules at N.J.A.C. 5:93-1 et seq., and the amended Fair Housing Act (now requiring very low income units, for instance), we have prepared the following scope of work to produce a Housing Element and Fair Share Plan and related affordable housing documents for the City of Asbury Park:

I. Research Existing Affordable Housing Units

- a. **Analyze existing affordable housing units for creditworthiness** to address the City's present need rehabilitation share and as a means to address a future fair share obligation. The NJ Department of Community Affairs lists over 1,400 units of affordable housing in Asbury Park. We will work with City staff and developers/owners of these units to ascertain whether they are eligible to satisfy the City's obligation. Given the number of affordable units and projects where they are located, this scope of work and the associated costs are based on the Clarke Caton Hintz-identified information being collected by the City. Information to be reviewed includes, but is not limited to, affordability controls of the affordable units (typically in the form of a deed restriction or funding agreement), income limitations (number of units restricted to very low, low or moderate income households), and the number of bedrooms in the affordable units. This task is particularly important since it will be the City's first comprehensive inventory of affordable units that are eligible for credit against the fair share obligation.
- b. **Analyze planned or approved, but not constructed affordable housing units for creditworthiness** to address the City's present need rehabilitation share and as a means to address a future fair share obligation. This scope of work and the associated costs are based on the Clarke Caton Hintz-identified information being collected by the City. Information to be reviewed includes, but is not limited to, adopted zoning and redevelopment plans, resolutions of approval, and developer agreements.
- c. **Analyze the distribution and type (family, senior, etc.) of existing and planned affordable housing** to determine if it aligns with the City's goals and objectives. This analysis will enhance the City's understanding of those



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neighborhoods that may be underserved or saturated with low and moderate income housing units (as defined by the Fair Housing Act).

2. Prepare Housing Element and Fair Share Plan

a. Address the requirements of the NJ Fair Housing Act - N.J.S.A. 52:27D-310
Essential Components of a Municipality's Housing Element by preparing:

- i. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated;
- ii. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing for the next ten years, taking into account, but not limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- iii. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
- iv. An analysis of the existing and probable future employment characteristics of the municipality;
- v. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing;
- vi. A consideration of lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.



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b. Address COAH's Regulations - N.J.A.C. 5:93 Content of a Housing Element by including the following in the City's Housing Element:

- i. The minimum requirements prescribed by *N.J.S.A. 52:27D-310* (listed above).
- ii. Satisfaction of the municipality's present need rehabilitation share (not yet determined by the Court). This requires identification of those units and/or a rehabilitation program(s) that will address the obligation.
- iii. Satisfaction of the municipality's prior round obligation (zero (0)). The City will not be required to identify units or programs to satisfy the zero (0) unit prior round obligation.
- iv. Satisfaction of the municipality's present need 1999-2015 new construction (not yet determined by the Court). It is unclear if the Court will assign a present need 1999-2015 new construction; any obligation will require the City to identify units or programs that address the obligation.
- v. Satisfaction of the municipality's prospective need obligation (not yet determined by the Court). It seems unlikely the Court will assign such an obligation to the City; however, any obligation will require the City to identify units or programs that address the obligation.

c. Address COAH Regulations - N.J.A.C. 5:97-3.2 Content of a Fair Share Plan by including the following in the City's Fair Share Plan:

- i. A Fair Share Plan describes the completed or proposed mechanisms and funding sources, if applicable, that will be utilized to specifically address a municipality's rehabilitation share, prior round obligation, and a future fair share obligation, once determined by the Courts or by regulations. The Fair Share Plan shall be in a form provided by COAH and include at least the following:
 - Descriptions of any credits intended to address any portion of the fair share obligation, which shall include all information and documentation required by *N.J.A.C. 5:93* for each type of credit;
 - Descriptions of any mechanisms intended to address the affordable housing obligation.

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- ii. A demonstration that existing zoning or planned changes in zoning provide adequate capacity to accommodate any proposed inclusionary developments pursuant to N.J.A.C. 5:93;
 - iii. A demonstration of existing or planned water and sewer capacity sufficient to accommodate all proposed mechanisms; and
 - iv. A spending plan pursuant to N.J.A.C. 5:93.
 - d. Prepare Housing Element based on requirements set forth above.
 - e. Prepare Fair Share Plan (compliance methods to address affordable housing obligation) based on requirements set forth above. To include:
 - Zoning ordinance amendments, if needed;
 - Fair share ordinance;
 - Development fee ordinance;
 - Affirmative marketing plan;
 - Implementing resolutions; and
 - Spending plan.
 - f. **Public meetings and/or work sessions** with City staff, Affordable Housing Steering Committee, Planning Board and the City governing body. To include:
 - Four (4) meetings with City Staff and/or a special affordable housing steering committee
 - Three (3) meetings with the Planning Board and/or Council.
3. **Prepare Development Fee Ordinance**
- a. Draft ordinances, such as a development fee ordinance, necessary for the implementation of the mechanisms designed to satisfy the fair share obligation;

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II. Description of Abilities to Meet Timeframe

Clarke Caton Hintz (CCH) is a professional organization with 28 professional staff members consisting of planners, architects, landscape architects and interior designers. Of these professionals, nine are licensed professional planners. Should the City select CCH for this assignment, Michael Sullivan, ASLA, AICP will be the Principal-in-Charge, Elizabeth McManus PP, AICP, LEED AP will be the Project Manager assisted by Dan Hauben, PP, AICP.

CCH staff members are available during the Planning Board's normally scheduled meeting on the first Tuesday of the month. **CCH understands and commits to the City's desired one-year time frame for completion of the Housing Element and Fair Share Plan.**

SECTION 2: QUALIFICATIONS

SECTION 2 – QUALIFICATIONS

Clarke Caton Hintz is an interdisciplinary team of planners, landscape architects, architects, historic preservationists and graphic designers. We bring a strong design sense to planning and a contextual approach to architecture. CCH is centrally located in Trenton, NJ, and all work will be provided from this location. With 28 professional staff, the firm applies a wide level of expertise to projects that extends well beyond that of the average professional services company. CCH has been the recipient of numerous planning, landscape architecture and architecture awards. Supporting the work in the firm are graphic artists and geographical information system (GIS) technicians. These in-house graphic capabilities allow us to create thematic maps and exhibits that assist our clients in conveying clear information to the public.

CCH is fully licensed and is in good standing to practice in the State of New Jersey. We have worked with numerous municipalities over our history and are proud to state that we currently have (54) municipal planning clients throughout New Jersey.

We have significant experience and expertise in Asbury Park. We are in the process of working with the City and Planning Board on a Master Plan Reexamination Report and we currently serve as the Planner to the Zoning Board of Adjustment. This work, as well as our previous work on the Waterfront Redevelopment Plan, have led to a deep understanding of the City's regulations, policies, and internal and external influences.

Furthermore, we have the most extensive affordable housing planning practice in New Jersey. More than 55 New Jersey municipalities have relied on CCH for preparation of affordable housing plans and representation before COAH and the courts as experts on housing and planning issues, including preparation of approximately 40 third round housing plans. In addition, three planners here, Beth McManus, Philip Caton, and Mary Beth Lonergan, have served as Special Court Masters to the Superior Court in over 100 NJ municipalities. We have been involved in affordable housing matters from the earliest days of the Mt. Laurel Court decisions (Philip Caton was the first Special Master appointed by the Court in 1983) through the most recent third round rules. Three planners in the firm are either exclusively or predominantly devoted to affordable housing matters. Our approach is to assist towns in meeting their affordable housing obligations with creative strategies that fit within overall land use policies, minimize municipal costs and avoid overdevelopment.

Our role as not only municipal affordable housing planners but also Special Court Masters gives us a unique advantage for helping municipalities navigate today's affordable housing landscape. As a result of this dual role, we are able to easily track recent legal decisions and ongoing litigation that impact municipal obligations and

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compliance mechanisms. Additionally, our daily work with other Special Master's, affordable housing advocates, and others involved with *Mt. Laurel* litigation leads to an in depth understanding of the process municipalities are now required to follow for satisfying their affordable housing obligation and seeking approval from the Court.

Please see the following Firm Introduction and Awards for additional information on CCH's general qualifications for the City of Asbury Park COAH Professional Planner.

FIRM INTRODUCTION & AWARDS



Ethel R. Lawrence Homes, Mt. Laurel, NJ



Clarke Caton Hintz is an award-winning architecture, planning, and landscape architecture firm with more than 35 years of experience providing clients with a broad multi-disciplinary approach keyed to solving today's complex planning and design problems.

We approach planning and design as a professional collaboration and we believe that architecture, planning, landscape architecture, historic preservation and interior design are fundamentally interdependent. Our multi-disciplinary approach distinguishes us from the more traditional architecture and planning firms in New Jersey and was vital in our being named "Architecture Firm of the Year" by the New Jersey Chapter of the American Institute of Architects.

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture





As creative problem solvers, our goal is to offer attentive service and the appropriate design solution for each client. As we search for the proper balance between aesthetics and function, we focus on direct communication. This interactive process between client and design professional enables us to create design solutions that fulfill our clients' vision while meeting their financial goals.

Since our founding, the partners have maintained the firm at a manageable size so they can be closely involved with each planning and design project. Our staff has a depth of professional expertise that enables us to handle both large-scale projects and smaller, detail oriented projects, and to respond quickly to client requests. The partners' involvement with each project ensures the maintenance of high standards and the successful completion of our clients' work. This personal connection with our clients is at the essence of the partnership approach at Clarke Caton Hintz.

AFFORDABLE HOUSING: PLANNING AND DESIGN



Clarke Caton Hintz is recognized as a leader in affordable housing planning and design. Two of the partners have been appointed by the New Jersey Superior Court to serve as Masters in Mount Laurel litigation. Both partners have testified extensively in Superior Court and before the New Jersey Council on Affordable Housing as experts on housing and planning issues.

The firm has been involved in the preparation and revision of affordable housing plans of more than 40 New Jersey municipalities. Our approach is to assist towns in meeting their affordable housing obligation with creative solutions that avoid over-development.



Clarke Caton Hintz is distinguished from other New Jersey firms in that we are not only involved in planning and policy development but also in designing and building affordable housing. The firm has designed affordable housing for many municipal clients, including Princeton, Warren, Bernardsville, Metuchen, Roxbury, Newark, North Plainfield, and Trenton. Our design philosophy is to work with municipalities to create housing that is distinctive, yet fits within the architectural context of the neighborhood. The design must be economical and durable as well as attractive.

Clarke Caton Hintz has been singularly successful as the architect for senior citizen affordable housing funded by the United States Department of Housing and Urban Development (HUD) as well as funded through Low Income Housing Tax Credits (LIHTC). Eleven projects designed by the firm

PLANNING, URBAN DESIGN AND COMMUNITY DEVELOPMENT



Our planning services to municipal governments include master planning, environmental and fiscal impact analyses, preparation of zoning, subdivision and development regulations, review of site plan and subdivision applications, redevelopment plans, affordable housing plans, transfer of development rights, historic district designations and special district studies.

Clarke Caton Hintz is actively involved in the revitalization of New Jersey's cities. The firm has an extensive portfolio of work in urban design, community development and redevelopment plans throughout the state, including the planning of large-scale mixed-use projects in Trenton, Hoboken, Jersey City, Paterson, Newark, Plainfield, Asbury Park and Atlantic City. Often our urban design and community development projects include identifying and securing funding from government and foundation sources as well as implementation and project management.

At Clarke Caton Hintz, we present solutions that create a balance between preservation and growth. We understand the unique problems of New Jersey: the need to preserve a sense of community and protect natural resources while accommodating necessary development.



HOUSING: PLANNING AND DESIGN

Clarke Caton Hintz has a wide range of housing experience, ranging from College and University dormitory and student apartment design, to market rate and affordable units, to senior housing. We have also designed sensitive urban infill.

Clarke Caton Hintz is distinguished from other New Jersey firms in that we are not only involved in designing and building a wide range of housing, but also in the planning and policy development for housing in general and affordable housing in particular. The firm has designed housing projects for a wide range of Colleges and Universities, public and private clients, and affordable housing for many municipal clients. Our design philosophy is to work with our clients to create housing that is distinctive, yet fits within the architectural context of the neighborhood or campus. The design must be economical and durable as well as attractive.



SENIOR HOUSING

Clarke Caton Hintz strives to create senior housing that allows for both a home-like apartment setting as well as open and inviting communal spaces. Our charge is to design better environments for older adults, create spaces with which people can identify, feel proud and be motivated to maintain as an asset to their community.

We have designed numerous new senior housing projects, as well as the renovation of existing structures to create extraordinary facilities. Pellettieri Homes in Trenton, NJ is a good example of our work. The first new housing to be developed within the Roebling Complex was sponsored by Pellettieri Homes, a non-profit corporation in association with Pennrose Properties, a for-profit developer. This project involves the renovation of a two-story wire mill built by Roebling in 1899 to accommodate 76 senior citizen housing units. In order to accommodate the program, Clarke Caton Hintz designed a third floor to the existing structure.



HISTORIC PRESERVATION



The preservation and enhancement of our architectural heritage is an abiding interest at Clarke Caton Hintz. Much of our work involves the preservation, renovation and expansion of historic structures of great architectural merit. We utilize the design ideas embodied in these structures as a touchstone for the project. Thus the strength of the existing architecture is recaptured for new uses.

Our work involving landmark structures has included buildings like the Lambertville House, an early 19th century inn and tavern; the historic Hunterdon County Courthouse and Administrative Complex; the Ellarslie Mansion Museum in Trenton's Cadwalader Park; various buildings at Princeton University; and Morven, the former Governor's Mansion in Princeton. We have won numerous preservation awards at the local, state and regional levels.

Our commitment to historic preservation is perhaps best demonstrated by the firm's offices on the third floor of the Historic Trenton Masonic Temple. This space had been empty and unfinished since the completion of the building in 1928. Clarke Caton Hintz assisted the Masons in obtaining grants for a Preservation Plan as well as a major grant for extensive preservation work on the overall building. We then renovated the third floor, bringing new vitality to an underutilized structure. The Masonic Temple is an excellent example of how empty and underutilized historic structures can be adapted to new uses.

INSTITUTIONAL ARCHITECTURE



Institutional buildings serve as focal points for the fabric of our communities. They have a public presence and symbolic importance that transcend the underlying programmatic requirements. As permanent civic assets they are intended to be in service for the long term and must be durable and adaptable. We are sensitive to the special significance of institutional design commissions.

Clarke Caton Hintz has produced a substantial body of institutional design including municipal buildings, courthouses, College and University facilities, schools, minor league baseball stadiums and theaters. While some projects are entirely new buildings, others involve renovations to existing structures and expansions of older facilities.

Often our institutional designs are in urban centers where we must resolve issues of open space, parking, transportation, pedestrian pathways and



gathering areas. We strive to create a sense of scale and balance between the existing buildings and the new design.

We are mindful that the design for an institution becomes a symbol of the organization. Creating a high quality of building design is our objective and we work with clients until this is achieved.

SUSTAINABLE DESIGN



Clarke Caton Hintz is committed to the principles of energy efficiency and sustainable design. Our work encompasses a variety of sustainable initiatives, including LEED certified facilities, Smart Growth, Green Homes, Green Globes and project-specific sustainability goals. Our commitment to sustainability underlies each of our primary disciplines: architecture, landscape architecture, historic preservation, planning and interior design. We believe the key to a successful project is the integration of sustainable principles early on, as touchstones for decision making throughout a project and to ensure that those objectives are met.



Our personal and professional commitment to sustainable design is exemplified by our new offices at the Trenton Masonic Temple. Located in previously unfinished space in this landmark building, our offices are at the LEED Silver Certification level for energy efficiency and environmental design. Sustainable measures that are included in our office include occupancy-based lighting, ambient lighting sensors, new skylights, recycled materials, enhanced insulation, innovative HVAC systems, and photovoltaic cells to produce solar power. Our offices at the Masonic Temple are a model of sustainable design.

INTERIOR DESIGN



A natural complement to our architectural services is the interior design of many of our buildings, as well as the redesign of the interiors of existing structures. Whether it is the interior of a classroom building, courthouse or office, Clarke Caton Hintz strives to maintain a cohesive design sensibility answering our clients' needs.

We begin with a thorough space analysis which results in a detailed program summary. This is utilized for creating an efficient and creative space plan. With the client's budget in consideration, a comprehensive design is developed, often creating a new public image. Assistance is given in



implementing the design, including contractor selection, furniture and finish selections as well as lighting design.

We ensure the successful completion of our projects by working in partnership with our clients, translating their project requirements into an interior space reflective of their unique needs and aspirations.

LANDSCAPE ARCHITECTURE



Landscape architectural services provided by Clarke Caton Hintz encompass a broad range of disciplines dealing with the design of land. Included in our expertise is environmental analysis such as wetlands delineation, vegetation inventories, viewsheds, and soils. Our experience in the design of open spaces for parks and recreational use ranges from school playgrounds to campus open spaces, from major athletic facilities to regional preserves. The discipline includes the design of community parks, athletic fields, recreation areas, golf courses, waterfront parks, bikeways and campus plazas.



We also believe in emphasizing the importance of public streets, pedestrian paths and civic spaces. Landscape design principles have focused our architecture on the design of places rather than just objects. Every building profoundly impacts the surrounding spaces and buildings. Our designs emphasize public space, giving it more character and sometimes creating an entirely new public environment where none had existed before.

DESIGN FOR EDUCATION FACILITIES



Buildings are about far more than just their technical details: They are mirrors of an institution. The best buildings aren't just a result of creative and functional design, but also of sociology, economics and – at a School, College or University – the means and methods of education. Clarke Caton Hintz delivers outstanding buildings to our clients that meet their technical and operational needs, but we also have the skills and the interest to delve deeper than just how a building is put together. Our team's long-term commitment to the design of educational spaces means that our clients have a partner as committed and passionate about education as they are.

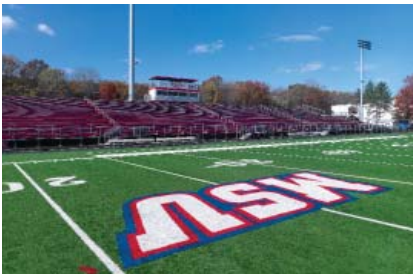
Our work is devoted to the pursuit of responsible and sensitive design. We aim to remember rather than re-invent, to emphasize the essential over



the superficial, and to produce work that is timeless rather than merely fashionable. We celebrate the interplay between the elements of a work and the whole of the campus.

We try to understand what makes each site authentic, what gives character to a place. Each building then responds to its specific context, addressing all of its variety and complexity while expressing a unique identity. Although we strive for beauty and visual delight, our architecture is integrated into the fabric of its surroundings. Buildings form the background, and the open spaces remain the focus.

ATHLETIC FACILITIES



Clarke Caton Hintz has worked on some of the best known athletic facilities in New Jersey, including three minor league baseball stadiums (Waterfront Park in Trenton, Campbell's Field in Camden and TD Bank Ballpark in Bridgewater). We have also completed an extraordinary array of athletic facilities for School, Colleges and Universities. This work ranges from large scale indoor arenas, gymnasiums and aquatic centers to full track and field facilities with field house buildings containing restrooms, concessions, locker rooms, etc.

Athletic facilities are an important part of civic and campus life: They are a focal point for pride, for student and staff activity and for fundraising. They require both design sensitivity and technical expertise.

PARKING GARAGES



To accommodate the ever increasing demands for parking, construction of new Parking Structures continues to be essential. CCH strives to design these structures as permanent civic assets that are intended to be in service for the long term and must be attractive, durable and adaptable. The design should be distinctive at the ribbon-cutting, yet able to age gracefully.

Clarke Caton Hintz has designed parking garages for a wide range of clients, including Newark Airport, the Yankees and several Colleges and Universities. For many of these projects, we have been part of a design/ build team that has provided attractive parking facilities quickly and cost effectively.

Structured parking facilities can help resolve numerous urban design issues. We understand the complex design and structural issues that make parking garages work well in a wide range of environments.

AWARDS



2016

The Ferdinand Roebling Mansion - Offices for the NJ State League of Municipalities, *City of Trenton Historic Preservation Award, Trenton, NJ*

Thomas Edison State University Center for Learning & Technology, *City of Trenton Historic Preservation Award, Trenton, NJ*

Cadwalader Park Tennis Pavilion, *City of Trenton Historic Preservation Award, Trenton, NJ*



New Jersey City University School of Business, *Starnet Worldwide Commercial Flooring Gold Winner in Education Design Award, Jersey City, NJ*

Thomas Edison State University Center for Learning & Technology, *NJBIA New Good Neighbor Award, Trenton, NJ*

2015

Hoboken Green Infrastructure Strategic Plan, *American Planning Association-New Jersey Chapter Award, Hoboken, NJ*

Thomas Edison State College Campus Expansion, *New Jersey Future Smart Growth Award, Trenton, NJ*



2014

Port Colden United Methodist Church, *New Jersey State Historic Preservation Award, Port Colden, NJ*

2013

Rutgers University Tillett Hall, *AIA NJ Interior Architecture Merit Award, Piscataway, NJ*

Cadwalader Park Tennis Pavilion, *US Tennis Association National Large Public Outdoor Facility of the Year Award, Trenton, NJ*



2012

Mercer County 9/11 Memorial, *NJ Chapter American Association of Landscape Architects Merit Award, West Windsor, NJ*

Montclair State University Parking Garage, *National Precast Concrete Association Above-Ground Parking Award, Upper Montclair, NJ*

Yankee Stadium Ruppert Plaza Garage and Macombs Dam Rooftop Park, *PCI Design Award, Bronx, NY*



Yankee Stadium Rupert Plaza Garage and Macombs Dam Rooftop Park, *PCI Sustainable Design Award, Bronx, NY*

2011

Clarke Caton Hintz Offices, *AIA New Jersey Merit Award for Excellence in Architecture, Trenton, NJ*

Yankee Stadium 164th Street Parking Garage, *PCI Design Awards, Bronx, NY*

Cracker Factory, *New Jersey Future Smart Growth Award, Trenton, NJ*

Heritage Village, *FAME Awards the Shore Builders of Central NJ, Lawrenceville, NJ*

2010

AIA NJ 2010 Architectural Firm of the Year

Yankee Stadium 161st Street Parking Garage, *ACEC-NY Engineering Excellence Awards – Gold Award for Structural and Diamond Award for Civil, Bronx, NY*

Yankee Stadium 164th Street Parking Garage, *ACEC-NY Engineering Excellence Awards – Gold Award for Structural and Diamond Award for Civil, Bronx, NY*

Yankee Stadium Rupert Plaza Parking Garage, *ACEC-NY Engineering Excellence Awards – Gold Award for Structural and Diamond Award for Civil, Bronx, NY*

Clarke Caton Hintz Offices, *New Jersey State Historic Preservation Award, Trenton, NJ*

Clarke Caton Hintz Offices, *NJBIA New Good Neighbor Award, Trenton, NJ*

Heritage Village, *New Jersey Planning Officials Achievement in Planning Award, Lawrenceville, NJ*

Golden Swan, *New Jersey Future Smart Growth Award, Trenton, NJ*

South Warren Street Office Building, *New Jersey Future Smart Growth Award, Trenton, NJ*

2009

Yankee Stadium Redevelopment Project, *Building of America Award, Bronx, NY*

Franklin L. Williams Middle School, *Jersey City Public Schools, NJ Golden Trowel Masonry “Special Recognition” Award, Jersey City, NJ*



SECTION 3:

INDIVIDUALS

PERFORMING TASKS

SECTION 3 – INDIVIDUALS PERFORMING TASKS

Clarke Caton Hintz

The personnel listed below would be assigned to the City of Asbury Park. Full resumes can be found at the end of this section.



Michael Sullivan, ASLA, AICP will serve as the Principal-in-Charge. He leads many of the firm's urban design, planning and landscape architectural projects. His practice is founded upon a commitment to environmental planning and design, the principles of smart growth and the creation of livable places. Mr. Sullivan provides expert guidance on planning and design strategies within a spectrum of contexts, from the redevelopment of centers to the preservation of rural landscapes. Thoughtful attention to those elements of our environment that influence the spatial, visual and

functional character of places is woven throughout his work. Integration of this fundamental mission is evident in the planning and implementation of neighborhood and community design, adaptation and resiliency, landscape architecture, green infrastructure, land use policies and development regulations. Michael's work has been recognized by the American Planning Association, the American Society of Landscape Architects and other organizations.

Beth McManus is a Senior Associate at CCH, joining the firm in 2005. Ms. McManus is a licensed Professional Planner in the State of New Jersey with 15 years of planning experience, including affordable housing planning. She has a special expertise in affordable housing planning; she has prepared affordable housing plans for municipalities across the State and serves as Special Court Master in Mt. Laurel litigation before the New Jersey Superior Court. She serves as the planning consultant to New Jersey Planning Boards and Zoning Boards. Ms. McManus's municipal experience includes preparation of master plans, redevelopment studies, affordable housing plans, land use and zoning ordinances, site plan, subdivision, and "d" variance application reviews. Ms. McManus's private sector experience includes the preparation of expert planning testimony in support of variance and re-zoning applications. Additionally, Ms. McManus is a LEED (Leadership in Energy and Environmental Design) Accredited Professional, signifying her knowledge of the LEED building benchmark system and green building techniques.



In addition, the firm's GIS/Landscape Architects will provide required mapping as discussed in the Scope of Work.

MICHAEL F. SULLIVAN, ASLA, AICP

Principal

EDUCATION

Pennsylvania State University
Bachelor of Science in Landscape Architecture

PROFESSIONAL LICENSES

Landscape Architect
State of New Jersey; Commonwealth of Pennsylvania

Professional Planner
State of New Jersey

Member
American Institute of Certified Planners

PROFESSIONAL ACTIVITIES

American Society of Landscape Architects
Member

American Planning Association
Member



Michael Sullivan leads many of the firm's urban design, planning and landscape architectural projects. His practice is founded upon a commitment to excellence in environmental planning and design, advocacy of the principles of smart growth and the creation of livable places. Mr. Sullivan assists clients in the formulation of planning and design strategies within a spectrum of contexts, including the redevelopment of centers and the preservation of rural landscapes. His careful attention to those elements that influence the spatial, visual and functional character of places ensures the successful fulfillment of our clients' goals. Mr. Sullivan employs an array of design and planning tools, including the preparation of master plans, design standards, site plans, landscape architectural design, expert testimony and development regulations. His work has been recognized by the American Planning Association, the American Society of Landscape Architects and other organizations.

PROFESSIONAL EXPERIENCE

Asbury Park Waterfront Redevelopment Plan (1)
Asbury Park, NJ

The Peninsula at Bayonne Harbor (2)
Bayonne, NJ

Downtown Camden Strategic Development Plan
Camden, NJ

Yankee Stadium Macombs Dam Park
Bronx, NY

Oceanport's Vision for Fort Monmouth
Oceanport, NJ (3)

Hoboken South Redevelopment Plan
Hoboken, NJ

Chesterfield Planned Village Design
Chesterfield Township, NJ

Washington Borough Downtown Revitalization Plan (4)
Washington Borough, NJ

Secaucus Junction Area Vision Plan
Secaucus, NJ

Minish Waterfront Park
Newark, NJ

Independence Park Renovation
Newark, NJ

Turtle Back Zoo - Sea Lion & Touch Tank Exhibit
West Orange, NJ

Turtle Back Zoo Master Plan
West Orange, NJ

Turtle Back Zoo Entry Plaza
West Orange, NJ

Newark Waterfront Master Plan
Newark, NJ

Agricultural Residential Zone Photo Tour
Readington Twp, NJ

Mercer County Community College Master Plan
West Windsor @ Trenton, NJ

Brookdale Community College Collins Arena and Campus Fitness Ctr
Lincroft, NJ

Brookdale Community College AutoTechnology Facility
Lincroft, NJ

Princeton University, Alexander Street
Princeton, NJ

Historic Morven
Princeton, NJ

200 Elm Drive, Princeton Univ.
Princeton, NJ

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

ELIZABETH MCMANUS, LEED AP, PP, AICP

Senior Associate

EDUCATION

Rutgers University
Master of City & Regional Planning

Rutgers University
*Bachelor of Science, Environmental Policy,
Institutions and Behavior*

PROFESSIONAL LICENSES

LEED Accredited Professional
USGBC

Professional Planner
State of New Jersey

Member
American Institute of Certified Planners

PROFESSIONAL ACTIVITIES

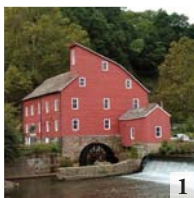
American Planning Association
Member

NJ American Planning Association
Sustainable Design Committee
Member, NJ Chapter

Ag In The City
Board of Trustees 2012 - Present

Sustainable Lawrence
Board of Trustees 2008 - 2012

Sustainable Update, NJ Municipalities
Magazine
Co-Author 2008 - 2011



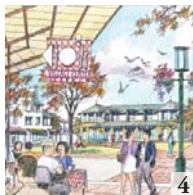
1



2



3



4

Ms. McManus is a professional planner with 14 years of planning experience, including affordable housing planning. She serves as the planning consultant to New Jersey Planning Boards and Zoning Boards. Ms. McManus's municipal experience includes preparation of master plans, redevelopment studies, affordable housing plans, land use and zoning ordinances and development application reviews. Ms. McManus's private sector experience includes the preparation of expert planning testimony in support of variance and re-zoning applications. She has a special expertise in affordable housing planning; she has prepared affordable housing plans for municipalities across the State and serves as Special Court Master in Mt. Laurel litigation before the New Jersey Superior Court.

PROFESSIONAL EXPERIENCE

Municipal Master Plan Documents

Clinton Town, NJ (1)
Deptford Township, NJ
Flemington Borough, NJ
Franklin Township, NJ (Hunterdon)
Glen Gardner Borough, NJ
Hamilton Township, NJ (Mercer)
Lawrence Township, NJ (Mercer)
Washington Borough, NJ (Warren)
Readington Township, NJ

Redevelopment Planning

Flemington Borough, NJ
Haddonfield, NJ
Hoboken, NJ
Franklin Lakes, NJ
Jersey City, NJ
Lawrence Township, NJ (Mercer) (2)
Trenton, NJ
Washington Borough, NJ (Warren) (3)

Development Application Review

Bayonne City, NJ
Clinton Township, NJ
Clinton Town, NJ
Flemington Borough, NJ
Florence Township, NJ
Franklin Lakes, NJ
Franklin Township, NJ (Hunterdon)
Hamilton Township, NJ (Mercer)
Readington Township, NJ
Washington Borough, NJ (Warren)
West Windsor Township, NJ

Park and Recreation Area Planning

Natirar Park, Somerset County, NJ

Land Use and Zoning Ordinances

Flemington, NJ
Franklin Lakes, NJ
Hamilton Township, NJ (Mercer)
Lawrence Township, NJ (Mercer)
Little Ferry, NJ
Readington Township, NJ
Springfield Township, NJ

Housing Element & Fair Share Plans

Berlin Borough, NJ
Bethlehem Township, NJ
Clinton Town, NJ
Chesterfield Township, NJ
Flemington Borough, NJ
Franklin Lakes, NJ
Franklin Township, NJ (Hunterdon)
Greenwich Township, NJ
Hamilton Township, NJ (Mercer)
Lawrence Township, NJ
Lebanon Borough, NJ
Oceanport Borough, NJ (4)
Readington Township, NJ
Pittsgrove Township, NJ
Springfield Township, NJ (Burlington)
Tewksbury Township, NJ
Washington Borough, NJ (Warren)

Special Master Appointments

Bergenfield Borough, NJ
Carlstadt, NJ
East Rutherford, NJ
Fort Lee, NJ
Lyndhurst, NJ
Ridgefield, NJ
Rutherford Borough, NJ
Teterboro, NJ
South Hackensack, NJ
Wallington, NJ

DANIEL HAUBEN, PP, AICP

Planner

EDUCATION

Rutgers University
Master of City & Regional Planning

Binghamton University-SUNY
Bachelor of Arts, Geography - Urban Planning
Bachelor of Arts, English - Creative Writing

PROFESSIONAL LICENSES

Professional Planner
State of New Jersey

Member, Certified Planner
American Institute of Certified Planners

Mr. Hauben's professional background includes work in planning and community development. After receiving his Master of City and Regional Planning from the Bloustein School at Rutgers University, Mr. Hauben interned for nine months at The Reinvestment Fund in Philadelphia, where he supported community improvement activities designed to stabilize urban housing markets and increase access to supermarkets for residents of marginal urban areas.

Mr. Hauben has been deeply engaged in and has developed a thorough knowledge of affordable housing planning. His planning work also includes preparing Post-Superstorm Sandy resiliency plans; performing build-out analyses for municipal sewer service plans; reviewing planning and zoning board applications; and preparing redevelopment studies and redevelopment plans. Additionally, he is highly proficient in ArcGIS, and has used the software for illustrative and analytical purposes for various planning projects.

He is a licensed Professional Planner in New Jersey and a member of the American Institute of Certified Planners.

PROFESSIONAL EXPERIENCE**Affordable Housing Planning**

Vineland City, NJ
Lawrence Township (Mercer), NJ (1)
Union Township (Hunterdon), NJ
Allendale Borough, NJ
Ho-Ho-Kus Borough, NJ
East Windsor Township, NJ
Haddonfield Borough, NJ (2)
Franklin Lakes, NJ
Fair Haven Borough, NJ
Little Ferry Borough, NJ
Moorestown, NJ

Assistance to Special Court Masters

Phil Caton, Mary Beth Lonergan,
Elizabeth McManus at CCH

Sewer Service Plan*

Lakewood Township, NJ

Redevelopment Studies*

Neptune Township, NJ
Franklin Township (Gloucester), NJ

Strategic Recovery Planning Reports*

Seaside Park Borough, NJ (3)

Site Plan Reviews

Fair Lawn Borough, NJ*
Holmdel Township, NJ*
Bayonne City, NJ*
Franklin Township (Gloucester), NJ*
Fair Haven Borough, NJ

Grant Application and Coordination*

Lacey Township, NJ
Seaside Park Borough, NJ

Land Use Ordinances/Amendments

Neptune Township, NJ*
West Amwell, NJ
Franklin Lakes, NJ

Open Space Plans/Park Master Plans

Mt. Holly Township, NJ*
Union County, NJ*
Essex County, NJ*
Little Ferry Borough, NJ

Neighborhood Redevelopment and Resiliency Planning

Little Ferry Borough, NJ (4)



1



2



3



4

*Experience prior to joining CCH

SECTION 4:

PAST PERFORMANCE & REFERENCES



SECTION 4 – PAST PERFORMANCE & REFERENCES

Clarke Caton Hintz

Clarke Caton Hintz is recognized as a leader in affordable housing planning. Our expertise in affordable housing matters is integrated within all planning and architectural projects.

We have been involved in affordable housing matters from the earliest days of the Mt. Laurel court decisions through the current assumption of affordable housing by the NJ Superior Courts. More than 55 New Jersey municipalities have relied on CCH to prepare affordable housing plans and for representation before COAH and the courts as experts on housing and planning issues. Our comprehensive experience in affordable housing has lead to appointments by the New Jersey Superior Court, where Elizabeth McManus, as well as Philip Caton and Mary Beth Lonergan of CCH, serve as Special Court Masters in affordable housing Mt. Laurel matters. In this capacity, we have served in over 100 municipalities across the state. Our comprehensive approach assists towns in meeting their affordable housing obligation with creative strategies that fit within overall land use policies, minimize municipal costs and avoid over-development.

Example municipalities where CCH serves as affordable housing planner include, but are not limited to the following:

- Absecon City
- Avalon Borough
- Bayonne City
- Colts Neck Township
- Cranbury Township
- Deptford Township
- East Windsor Township
- Fair Haven Borough
- Flemington Borough
- Haddonfield Borough
- Hamilton Twp., Mercer
- Highland Park Borough
- Little Ferry Borough
- Little Silver Borough
- Montgomery Township
- Moorestown Township
- Ocean Twp., Monmouth
- Oceanport Borough
- Readington Township
- Secaucus Town
- South Brunswick
- Union Twp., Union County
- Vineland City
- Wall Township

CCH submitted a total of 20 plans to COAH or the Courts by COAH's initial December 20, 2005 deadline. The firm submitted 25 additional plans or plan revisions for COAH's December 31, 2008 deadline and many additional plans for COAH's 2010 deadline for Highland's communities. Today, we are working with more than two dozen towns to prepare housing plans, including four other Monmouth County towns.

Please see the following *Project Sheets* for additional information on the past performance of CCH on similar projects.

City of Asbury Park, New Jersey

Request for Qualifications

REFERENCE FORM

Consultant Name: (Please Print)

CLARKE CATON HINTZ

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

1. Company Name/Municipality: Borough of Oceanport

Address: 315 East Main Street, Oceanport, NJ 07757

Contact Person: Honorable Jay Coffee

Phone: 732-222-8221

Type of Work: CCH serves as the planner to the Borough and the Land Use Board. This work involves preparation of master plan documents, redevelopment plans, ordinances and review of applications seeking approval. As part of this, CCH provides affordable housing services, including preparation of a third round Housing Element and Fair Share Plan that received a Judgment of Repose from Superior Court. Currently, CCH is engaged in settling the Borough's ongoing Mt. Laurel Declaratory Judgment action and preparing an amended Housing Element and Fair Share Plan.

Date of Completion: Ongoing; 2015 – Housing Plan adopted in June 2015

2. Company Name/Municipality: Borough of Franklin Lakes

Address: 480 DeKorte Drive, Franklin Lakes, NJ 07417

Contact Person: Gregory Hart, Borough Administrator

Phone: 201-891-0048 Ext. 1201

Type of Work: CCH serves as the planner to the Borough, Planning Board, and Zoning Board of Adjustment. This work involves preparation of master plan documents, redevelopment plans, ordinances and review of applications seeking approval. As part of this, CCH provides affordable housing services, including preparation of an Amendment to the Housing Element and Fair Share Plan to address the affordable housing contribution of a significant development in the Borough. Currently, CCH is engaged in settling the Borough's ongoing Mt. Laurel Declaratory Judgment action and preparing an amended Housing Element and Fair Share Plan.

Date of Completion: Ongoing; 2013 – Housing Plan adopted in December 2013

3. Company Name/Municipality: Borough of Flemington

Address: 38 Park Avenue, Flemington, NJ 08822

Contact Person: Honorable Phil Greiner

Phone: 908-410-0351

Type of Work: CCH serves as the planner to the Borough and the Land Use Board. This work involves preparation of master plan documents, redevelopment plans, ordinances and review of applications seeking approval. As part of this, CCH provides affordable housing services, including preparation of a third round Housing Element and Fair Share Plan that received substantive certification from COAH. Currently, CCH is engaged in settling the Borough's ongoing Mt. Laurel Declaratory Judgment action and preparing an amended Housing Element and Fair Share Plan.

Date of Completion: Ongoing; 2008 – Housing Plan adopted in December 2008

AFFORDABLE HOUSING PLANNING

New Jersey

Program

Assist towns in meeting affordable housing obligations



Clarke Caton Hintz is recognized as a leader in affordable housing planning. Our expertise in affordable housing matters is integrated within all planning and architectural projects.

We have been involved in affordable housing matters from the earliest days of the *Mt. Laurel* court decisions through the current assumption of affordable housing by the NJ Superior Courts. More than 55 New Jersey municipalities have relied on Clarke Caton Hintz to prepare affordable housing plans and for representation before COAH and the courts as experts on housing and planning issues. Our comprehensive approach assists towns in meeting their affordable housing obligation with creative strategies that fit within overall land use policies, minimize municipal costs and avoid over-development.

Our comprehensive experience in affordable housing has lead to appointments by the New Jersey Superior Court, where we serve as Special Court Masters in affordable housing *Mt. Laurel* matters. In this capacity, we have served in over 100 municipalities across the state.

Because of our court expertise, we are often involved in discussions with State policy makers, which provides an unusual insight into the regulatory environment that is brought to bear on behalf of our clients.

Representative Affordable Housing Clients:

Absecon City	Ho-Ho-Kus Borough
Allendale Borough	Hopewell Township,
Avalon Borough	Cumberland County
Bayonne City	Lawrence Twp., Mercer
Cape May Point Borough	Little Ferry Borough
Chesterfield Township	Little Silver Borough
Cranbury Township	Mannington Township
Delanco Township	Montgomery Township
Deptford Township	Moorestown Township
East Windsor Township	Ocean Twp., Monmouth
Edgewater Park Township	Oceanport Borough
Fair Haven	Pennsville Township
Flemington Borough	Pittsgrove Township
Florence Township	Readington Township
Gibbsboro Borough	Secaucus Town
Greenwich Township,	South Brunswick
Warren County	Springfield Township,
Haddon Township	Burlington County
Haddonfield Borough	Union Twp., Hunterdon
Hamilton Twp., Mercer	Union Twp., Union Cty.
Hampton Borough	Vineland City
Harrison Township	Wall Township
Highland Park Borough	Wenonah Borough

MASTER PLAN REEXAMINATION REPORT

Asbury Park, NJ

Program

Preparation of a Master Plan
Reexamination Report

Client

City of Asbury Park,
Monmouth County



Asbury Park Waterfront Neighborhood



Asbury Park Downtown

Clarke Caton Hintz recently started Asbury Park's Reexamination Report of the Master Plan. This Plan will provide the policy foundation for City improvement and revitalization efforts throughout the neighborhoods, downtown and waterfront. Our work will reflect the input and guidance received from City staff, a Steering Committee, and a robust public participation program that includes a series of community meetings and other participation opportunities.

In addition to addressing the statutorily required topics, the Reexamination Report will be organized around the nine topics important to the City: land use, historic preservation, sustainability, open space, parks and recreation, economic development, circulation (including pedestrian and bicycle), community facilities and urban design.

ASBURY PARK WATERFRONT REDEVELOPMENT PLAN

Asbury Park, NJ

Program

Waterfront Redevelopment of
229 ac. with an historic shoretown

Client

Asbury Partners, LLC

Cost

Total: \$1.2 billion



Site Plan



Wesley Grove

In 1873, James Bradley developed Asbury Park as a shore resort community with a religious orientation. His street plan incorporated park areas around three lakes and a grand boardwalk lined with significant public and private structures. Streets perpendicular to the beach flare open as they approach the boardwalk which gives the city a wonderful connection to the sea.

Through the 1980's and 1990's, Asbury Park undertook several major efforts to redevelop its waterfront area which had fallen on hard times, but these efforts failed.

In 2002, Asbury Partners/MD SASS acquired the right to be the prime developer for waterfront redevelopment area and retained Clarke Caton Hintz/Ehrenkrantz Eckstut & Kuhn to prepare a new Master Plan and associated development regulations. CCH/EE&K's

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

ASBURY PARK WATERFRONT REDEVELOPMENT PLAN

Asbury Park, NJ

work included extensive citizen participation, collaboration with consultants retained by the city, and negotiations with NJDEP on CAFRA permitting. The new Master Plan calls for walkable mixed use neighborhoods, integration of open space and development, and the adaptive reuse of historic structures. Detailed architectural design regulations will insure new buildings will live-up to Asbury Park's rich design heritage.

The key design principles are as follows:

- Bring the town back down to the ocean.
- Re-establish Ocean Avenue.
- Create a nighttime entertainment district.
- Maintain on street parking.
- Add new streetscape elements to help integrate on-street parking.
- Preserve the historic buildings within the area
- Locate and configure taller buildings perpendicular to the ocean to maximize views
- Develop new residential buildings that are compatible with and extend Asbury Park's special oceanside character

In addition, two luxury housing developments have been completed: Wesley Grove and North Beach. Work continues on the planned Esperanza condominium.



Entertainment District



Ocean Avenue



Wesley Lake District

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

ASBURY PARK WATERFRONT REDEVELOPMENT PLAN

Asbury Park, NJ



Cookman Avenue



Wesley Grove



Wesley Grove

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



ASBURY PARK WATERFRONT REDEVELOPMENT PLAN

Asbury Park, NJ



North Beach



Convention Hall

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



ASBURY PARK WATERFRONT REDEVELOPMENT PLAN

Asbury Park, NJ



Boardwalk



Boardwalk

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



HERITAGE VILLAGE

Lawrence Township, NJ

Program

Mixed-use affordable, age-restricted housing & Street level retail

Client

Township of Lawrence

Cost

\$16.6 Million



View from Brunswick Pike



Rear Entrance

To further the new urbanist design standards for the Brunswick Pike Redevelopment Area in Lawrence Township (also by CCH), CCH was retained to prepare conceptual plans and elevations for a mixed-use facility that would serve as a model for subsequent development in the corridor.

The buildings corner location and relationship to the street give the building a prominence and creates a distinct street edge, highlighted by the four story rotunda. The base of the building is retail/office with the upper floor dedicated to senior housing. The Township selected Community Investment Strategies as the developer. The Heritage Village development provides an important first step in the development of this commercial boulevard.

Architect of Record: Minno & Wasko

HERITAGE VILLAGE

Lawrence Township, NJ



Photovoltaics



Community Room

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

HOMESTEAD VILLAGE

Metuchen, NJ

Program

77 housing units

Client

Atlantic Realty Development
Corporation

Cost

\$7.5 million



View from Central Avenue



Exterior View

Located on a 6.5 Acre site, Homestead Village at Metuchen is a seventy-seven unit housing project containing both condominiums and townhouses. The project is a mix of market rate and affordable housing units. The sixteen (16) affordable units are composed of one and three bedroom units located throughout the site. The sixty-one (61) market rate units are a mix of two bedrooms and three bedroom unit types.

The housing units are organized into five buildings which vary in size from four units to sixteen units. The complex is planned as a neo-traditional neighborhood, with each of the five buildings separated by landscaped areas, play areas and small parking lots. Each unit has an entry porch and a private rear porch facing onto green space. The facades are brick with wood trim and the pediments and gables of the building fronts vary to resemble traditional rowhouse architecture.

THE PARKVIEW

Perth Amboy, NJ

Program

New 87 unit enhanced “assisted” senior living facility

Additions to create Senior Center

Client

PARTNER / Perth Amboy Housing Authority

Cost

\$20 Million



Corner of Lee Street & New Brunswick Avenue



Facade Detail

The Parkview is a new enhanced “assisted” senior living facility located at the former site of the Middlesex County Vocational High School. The building will provide many amenities for the residents, including a large multipurpose room, kitchen, laundry facilities, a library and an exercise room. In addition, the facades are dominated by large “rocking chair” porches for the seniors to rest and relax.

The location of the building is ideal. The building fronts a large adjacent park. Its close proximity to downtown also affords the seniors convenience to many additional services they may need. The entire building is handicapped adaptable while twelve (12) units are fully accessible.

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

THE PARKVIEW*Perth Amboy, NJ*

Main Entry



Front Porch Looking Towards Park



Lobby

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

WOODLAND ACRES

Warren Township, NJ

Program

57 units low & moderate income housing

Client

Warren Township

Cost

\$3.4 Million



Exterior

Clarke Caton Hintz was retained by Warren Township to plan and implement a 57 unit low and moderate income housing development. This project, known as Woodland Acres, was part of an agreement between the N.J. Council of Affordable Housing (COAH) and the Township regarding the construction of Mt. Laurel housing. Under the agreement, the Township declared a publicly owned 5.31 acre site a Redevelopment Area and selected a developer to build the housing directly for the Township.

Clarke Caton Hintz advised the Township on the procedures to create a Redevelopment Area and prepared a Request for Proposal for private developers interested in building the units. The RFP set forth

the project design and specifications and provided the criteria for developer selection. The project consists of 57 townhouse and apartment units (14 one BR; 34 two BR; 9 three BR). The developer's cost to build the project including site improvements and soft costs was \$3.4 million or approximately \$59,900 per unit.

To assist with the project financing Clarke Caton Hintz aided the Township with an application to the New Jersey Balanced Housing Program which provided the Township with a grant of \$839,785.00.

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

THE CRACKER FACTORY

Trenton, NJ

Program

18 one and two bedroom loft
condominium units

Client

HHG Development

Cost

\$3.6 million



View of Corner of Centre & Furman Streets



Historic Photo

The Cracker Factory is an exciting urban redevelopment and historic preservation project that transforms a complex of beautiful but underutilized 19th and early 20th century industrial buildings into a loft condominium project of 18 unique one and two bedroom units. The overall redevelopment project, includes more than 30 loft condominiums and single family units and transforms four blocks of the Ferry Historic District in Trenton's South Ward.

The Cracker Factory was built, beginning in 1847, by Adam and John Exton who founded the world-renowned A. Exton & Co. These brothers were the inventors of, among other things, the ubiquitous Oyster Cracker. Most of the buildings have beautiful wood detailing on the exterior, as well as multi-colored brick corbelling. On the interior, brick walls,

THE CRACKER FACTORY

Trenton, NJ

heavy timber and steel structure with tall, sloped ceilings provide the design inspiration for this adaptive reuse project.

The exterior of the building was restored, the brickwork cleaned and re-pointed, the wood cornices and trim repaired and new, energy efficient, historically appropriate windows installed. The interior has been completely reconfigured. One unit, which totals almost 3000sf on two levels, is located in the original baking area and has a beautiful arched ceiling and terra cotta floors. In addition to taking advantage of the historic character of the building, the units have been designed to be extremely energy efficient and to use sustainable design features. In addition to the sustainable features, every unit has its own garage and most have their own garden and/or balcony space.

Associate Architect: David Henderson, RA
Trenton, NJ



View Along Furman Street



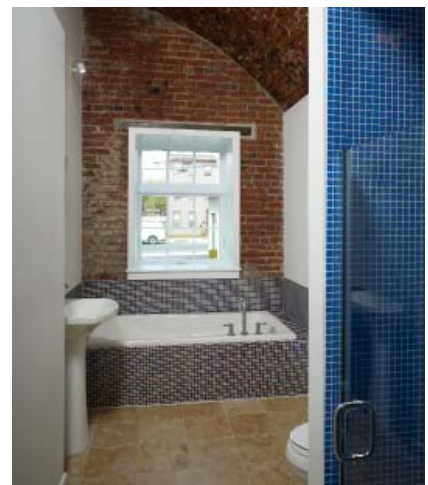
Courtyard



Typical Unit



Kitchen



Bathroom

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

CROSSROADS AT HOWELL

Howell Township, NJ

Program

70,431 sf senior living facility
86 units

7.5-acre site

Client

Presbyterian Homes &
Services

Cost

\$6.6 million



Front Entrance



Entrance Detail

The Crossroads at Howell is an 86 unit project funded through the U.S. Dept. of Housing and Urban Development's 202 Senior Citizen Housing Program. Located on a 7.57 Acre site adjacent to State Highway 9, The Crossroads at Howell is a three-story concrete bearing wall structure with a decorative brick and stucco exterior.

The building's adjacency to the highway provides residents easy access to the shopping district located in nearby Freehold. Other public spaces within the building include a main office adjacent to the lobby and seating area, a community room with an attached kitchen, crafts room, laundry facility, and television / reading rooms located on each floor.

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

MCCORRISTIN SQUARE

Hamilton Township, NJ

Program

New construction/ renovation of existing building into Senior Citizen Housing. 70 Total Units

Client

Pennrose Properties

Cost

\$5.1 Million



View from Parking Lot



Front Entrance

McCorristin Square Senior Housing is a project which combines both new construction and renovation. The project is on the grounds of the former Monsignor McCorristin High School Convent Building. The existing Convent building has also been converted into (12) apartments. Adjacent to the renovated building a new (2) story, 54,000 sf building which contains (58) apartment units has been built. This housing satisfied part of the Township's obligation to provide new affordable housing.

The Senior Housing complex is designed to reflect traditional residential architecture. Amenities within the building include a gracious lobby, multipurpose space, outdoor terrace, seating areas and laundry facilities.

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

MCCORRISTIN SQUARE

Hamilton Township, NJ



Main Lobby



Multipurpose Room

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



PELLETTIERI HOMES

Trenton, NJ

Program

Senior Citizen Housing
76 units

Client

Pellettieri Homes

Cost

\$5.8 Million



Main Entrance

The master plan for the historic Roebling Complex (also by CCH) called for mix of uses – retail, office, cultural and housing. The goal was to create vibrant 24 hour a day activity in the neighborhood. The first new senior housing to be developed within the Roebling Complex was sponsored by Pellettieri Homes, a non-profit corporation in association with Pennrose Properties, a for-profit developer.

The project involves the renovation of a two story wire mill built by Roebling in 1899. In order to accommodate the program, Clarke Caton Hintz proposed to add a third floor to the existing structure. Renovations were done in compliance with the Secretary of Interior Standards for Historic Structure. The design preserves the exterior brick, the large industrial type windows and interior timber frame. There are a variety of apartment types; 12 efficiencies, 63 one bedroom and 1 two bedroom.

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

PELLETTIERI HOMES

Trenton, NJ



Typical unit



Plaza



View from Roebling Complex entry

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

Clarke Caton Hintz

Architecture | Planning | Landscape Architecture



CHESTERFIELD TOWNSHIP - TRANSFER OF DEVELOPMENT RIGHTS PROGRAM AND VILLAGE PLAN

Chesterfield, NJ

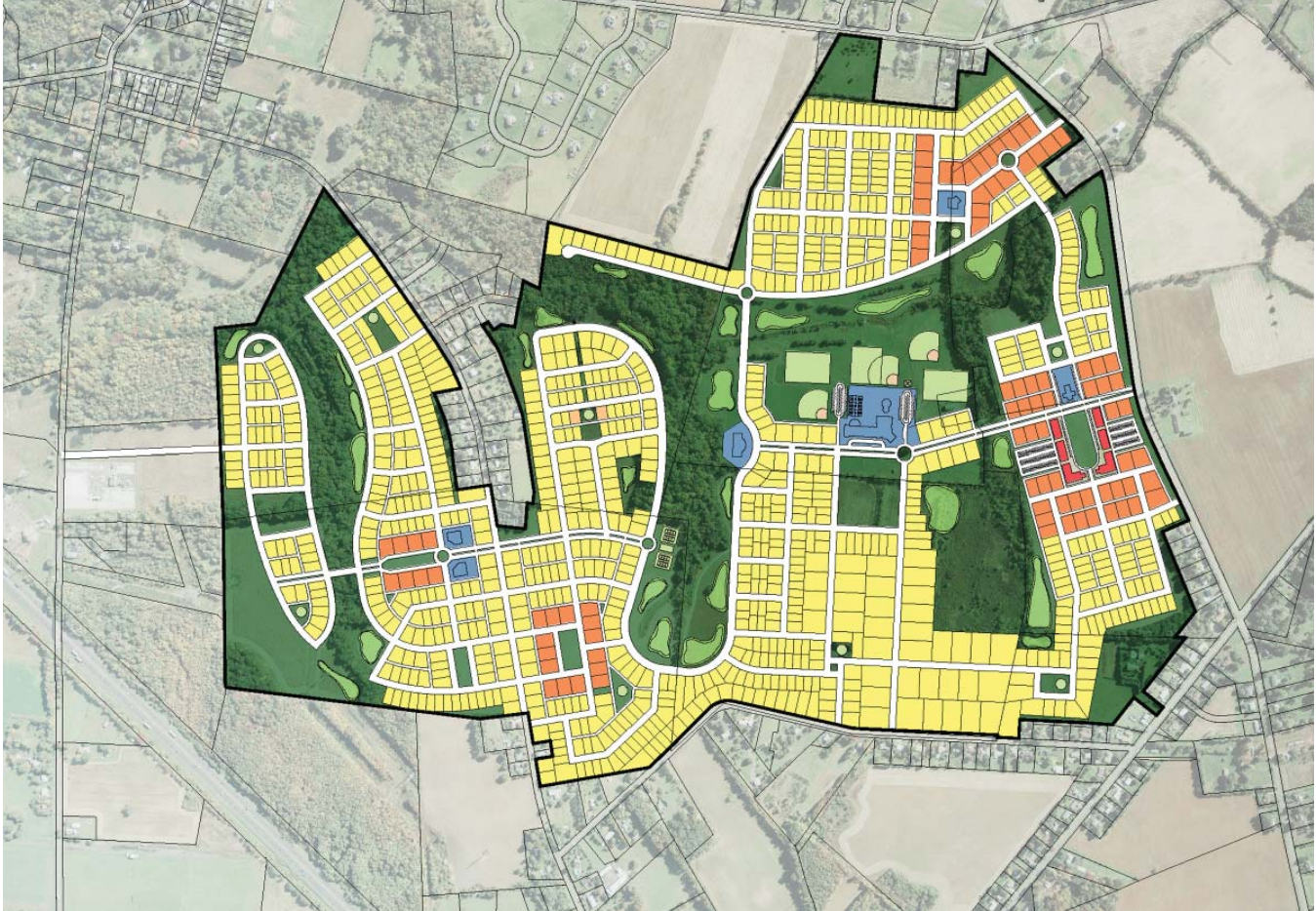
Program

560 acre neighborhood design
Architectural Design Standards

Site Plan Design Standards
Open space and streamwater guides

Client

Chesterfield Township



Land Use Plan



Aerial Photo (under construction)

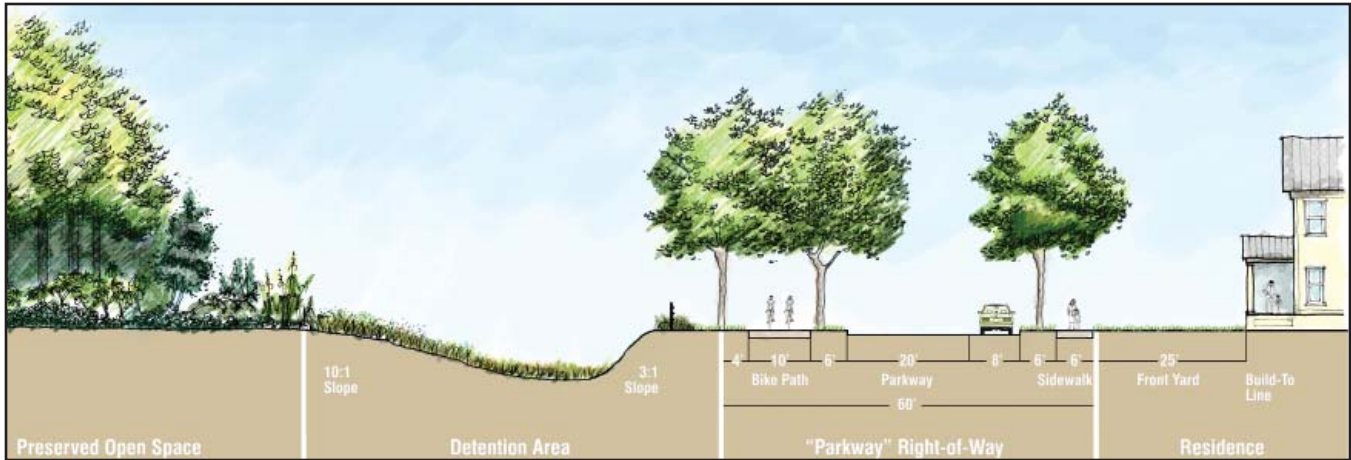
Chesterfield Township is an agricultural community that has been the focus of farmland preservation efforts by Burlington County - which is New Jersey's demonstration region for transfer of development rights (TDR). TDR allows the rights to build housing and commercial space to be transferred from agricultural preservation areas to a receiving zone. TDR reduces density in rural areas while preserving the equity in the land for farmers / landowners.

Clarke Caton Hintz created a design for "Old York Village" on 560 acres in Chesterfield utilizing the principles of neo-traditional development. These

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

CHESTERFIELD TOWNSHIP - TRANSFER OF DEVELOPMENT RIGHTS PROGRAM AND VILLAGE PLAN

Chesterfield, NJ



Stormwater Management

principles include an interconnected street network, a street layout organized around civic elements and parks, mixed use buildings incorporating shops and apartments, and a wide variety of housing types integrated into an open space network.

The village design was incorporated into the Township's Master Plan and Zoning Ordinance. It provides the basis for over 10,000 acres of agriculture and open space to be preserved as development rights are transferred into the receiving area.

The Village Plan also provides a set of site planning and architectural design standards which are intended to guide the development of each tract within the receiving area to resonate with the characteristics of the historic hamlets of Crosswicks and Chesterfield. These design standards are set forth both graphically and in text so as to illustrate clearly the Township's vision for Old York Village.



Neighborhood Park



Neighborhood Park

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

HOPEWELL TOWNSHIP- TRANSFER OF DEVELOPMENT RIGHTS PROGRAM

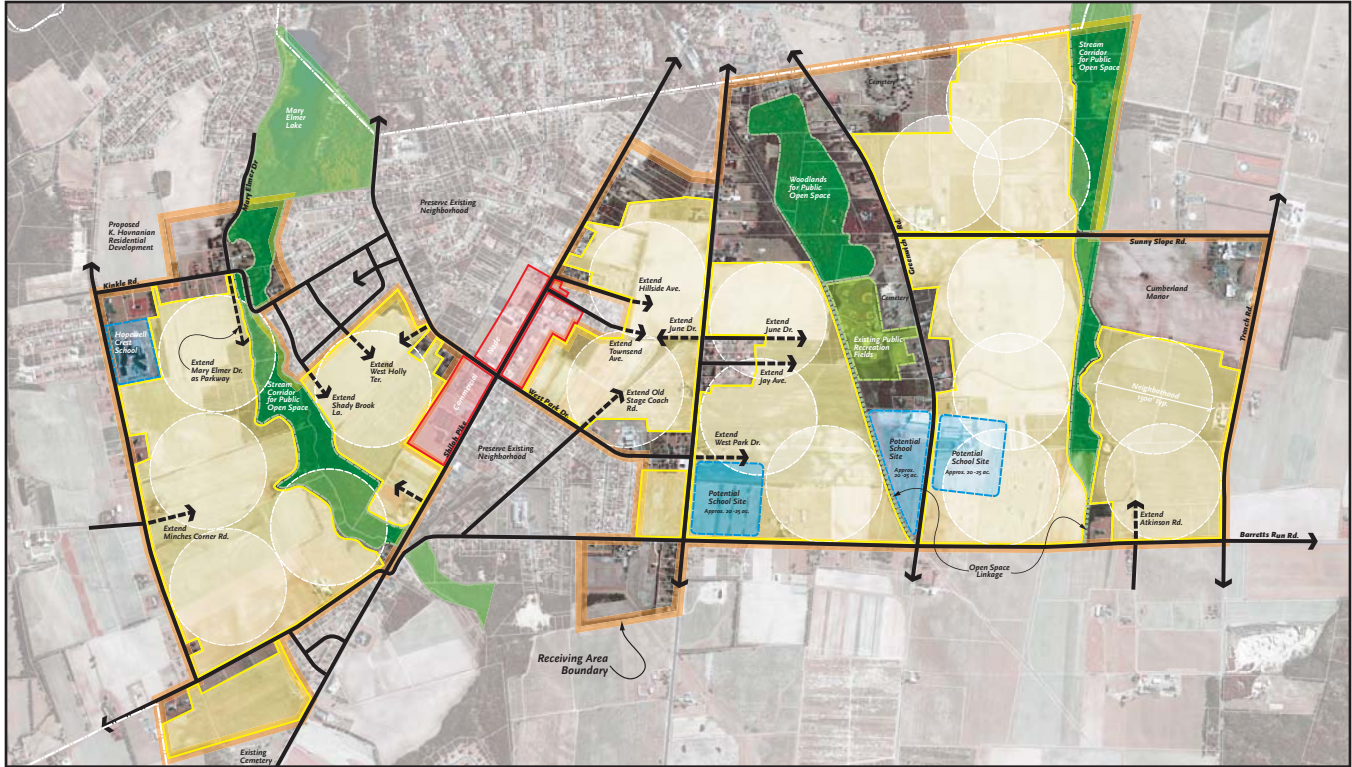
Hopewell Township, NJ

Program

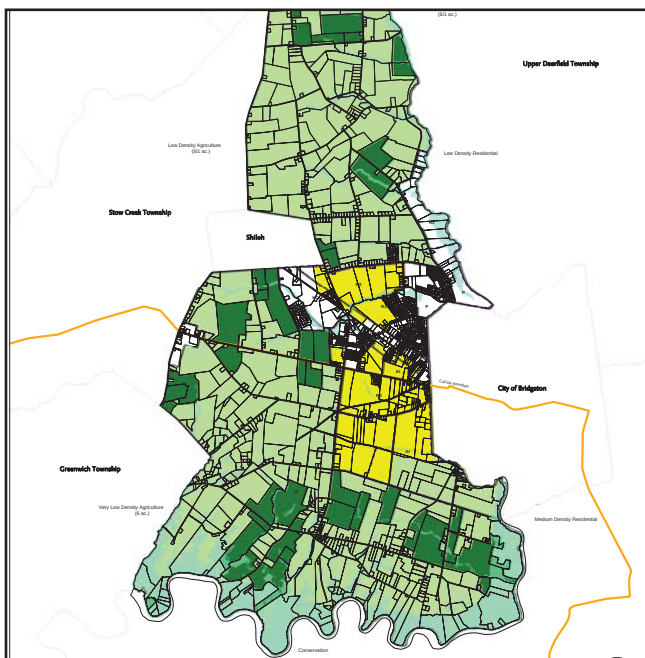
Preparation of master plan elements, ordinances and design guidelines

Client

Township of Hopewell



TDR Map



Receiving Area Opportunities

Hopewell Township is a rural municipality in western Cumberland County, one of the premiere agricultural centers of New Jersey. Clarke Caton Hintz is preparing a transfer of development rights plan that would help preserve the critical mass of prime farmland in this rural community and target future growth towards a core receiving area.

The planning process for this ambitious program began with an inventory of physical, cultural and visual features within the Township. Land use information revealed the developable lands in the Township, which was further analyzed for build-out capacity. Finally, a detailed planning and design analysis was conducted of the receiving area which located future development, parks, greenways, bicycle trails, recreation facilities and a future school site. Design guidelines will apply to the overall site layout and architectural design of the future residential and commercial development.

DEPTFORD TOWNSHIP - MASTER PLAN

Deptford, NJ

Program

Preparation of Master Plan

Client

Deptford Township



Public Art in Retail Centers



Diversity and Quality of Materials



Fountain as Gathering Place

Deptford Township emerged as the retail center of Gloucester County beginning with the Deptford Mall in the mid-1970's that formed the catalyst for substantial secondary retail development. The retail industry is highly competitive, yet at the same time highly cost conscious, which has created less than stellar aesthetic designs for buildings and landscapes.

Clarke Caton Hintz responded with a new Master Plan for development that among many recommendations established a community design plan for commercial development that addressed site development and aesthetic concern that had previously been missing.

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

MOORESTOWN MASTER PLAN

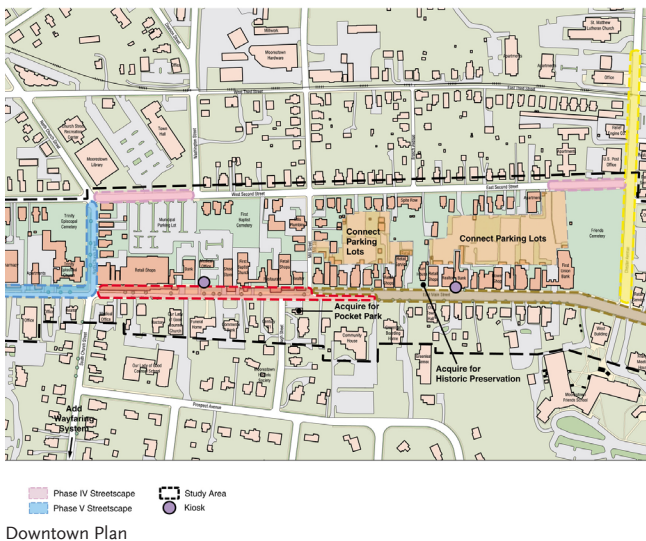
Moorestown, NJ

Program

Development of Comprehensive Master Plan

Client

Township of Moorestown
Planning Board



Moorestown is located in central Burlington County and is notable for its diverse architectural styles spanning three hundred years. Moorestown's town center has the highest concentration of historically significant buildings and most of its oldest structures. The intensity of historic resources along its Main Street is the largest contributor to the heritage of Moorestown. Although Main Street is no longer the prime commercial center of Moorestown, that being ceded to the Moorestown Mall and its ancillary retail stores at the periphery of the municipality, it remains the civic and religious locus of the municipality with no fewer than seven churches, the seat of local government, important civic assets and the town's banking center. Main Street provides for the every day needs of residents and is the location of a majority of the professional services available. Local officials became

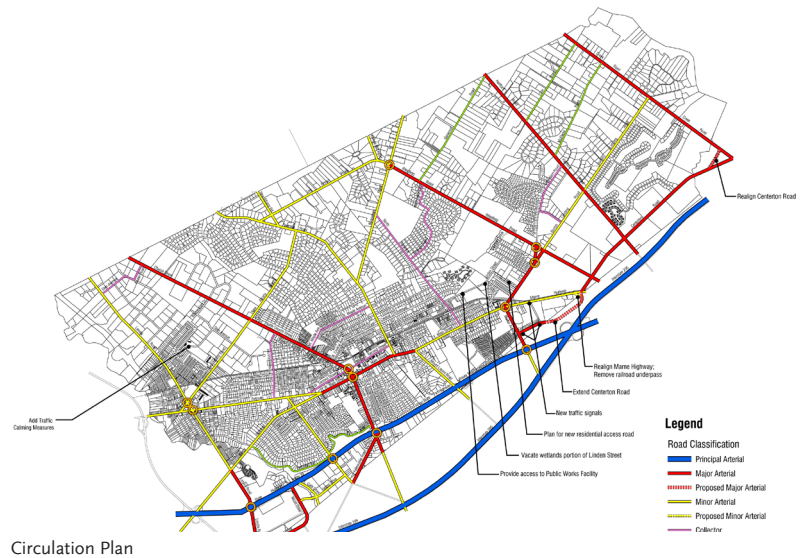
Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

MOORESTOWN MASTER PLAN

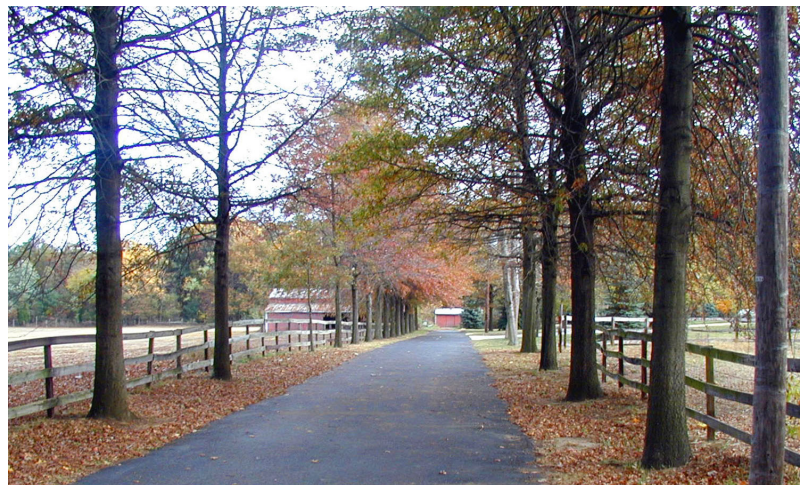
Moorestown, NJ

concerned that the public amenities of the streetscape, the perceived lack of parking and a gradual loss of retail businesses was eroding the quality of the town center.

Clarke Caton Hintz, in a comprehensive undertaking of planning throughout the municipality, singled out the town center for an overview of problems and issues of concern to officials, residents and business owners. This was accomplished in concert with the Township Engineer's plan for the reconstruction of sidewalks, curbing and the installation of additional landscaping and street furniture. Clarke Caton Hintz's analysis of the town center identified physical, regulatory and property owner constraints to maintaining and increasing the vitality of the town center. The firm suggested possible design solutions, changes to the municipality's zoning regulations and guidelines for new development that would be compatible with existing architectural features. Further recommendations included the creation of a 'wayfinding' sign system directing motorists from the main state highway, kiosks for disseminating information about upcoming events, the consolidation of individual parking lots into well-designed, well-lighted municipal lots.



Circulation Plan



BLACKWOOD WEST REDEVELOPMENT

Gloucester Township, NJ

Program

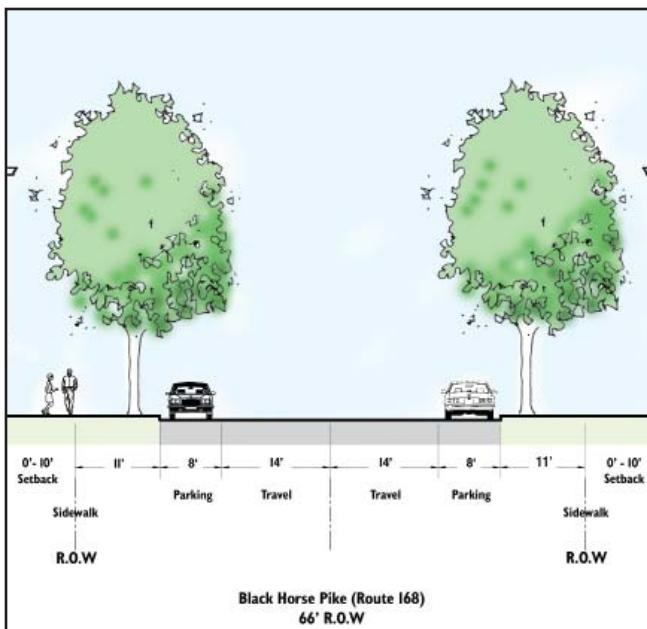
Redevelopment Plan for historic
Blackwood West

Client

Gloucester Township



Site Pln



Street Section

Blackwood West is the largest historic population center in Gloucester Township. The village is the focus of the municipality's efforts in historic preservation. The mid-century improvements in transportation and demand for new housing created new neighborhoods in Gloucester and other nearby townships that were more convenient. Blackwood West consequently experienced disinvestment in property, rapid obsolescence of land use and buildings, and a marginal business environment.

With the decline in the quality and variety of establishments, there is a clear need for action and for a more activist role for government in concert with private sector developers to create a thriving business environment in close proximity to and supported by existing and potential neighborhoods that surround the commercial core.

SECTION 5: TECHNICAL PROCESS AND EQUIPMENT



SECTION 5 – TECHNICAL PROCESS & EQUIPMENT

Clarke Caton Hintz

Clarke Caton Hintz (CCH) will tailor the approaches to addressing Asbury Park's affordable housing needs to the City's development patterns and land use goals. For developing the Plan and affordable housing documents, CCH planners will work with the City's Affordable Housing Steering Committee (as recommended to be established in the Scope of Work) and other designated City staff and/or officials. We will work directly with the Steering Committee and City staff and officials to determine how best to communicate about project process and distribute information internally.

Firm members are experts at working with City officials and with current for-profit and non-profit affordable housing developers/owners to gather the necessary documentation to ascertain the credit-worthiness of the existing and planned but not built affordable housing units. This expertise includes knowledge of current affordable housing regulations as well as insight in assessing where it may be useful for the City to request a rule waiver from Superior Court.

We will determine with the Affordable Housing Steering Committee the nature of the public outreach that best suits the City's interests. This may include periodic posting of information on the City's web site. However, we are prepared to engage in a more interactive participation with the public if the City so desires. This could include public meetings with stakeholders and interested citizens to educate and to solicit views on the City's housing plan. However, please note that this more involved public participation is not included in our financial estimate for the project.

Once the draft plan has been green-lighted for presentation by the Affordable Housing Steering Committee, CCH will lead a meeting for input from all stakeholders, including residents, developers, affordable housing groups, Planning Board Members and City officials. We will also make any draft or final work product available online or at City Hall.

In addition, we will work with City staff and Legal Counsel to ensure that the appropriate master plan public noticing is completed 10 days before the required Planning Board public hearing on the Housing Element as required by the Municipal Land Use Law at N.J.S.A. 40:55D-13. Required master plan public notice includes notice in the newspaper and to the clerks of surrounding municipalities as well as to the Monmouth County Planning Board (attaching the draft Plan as well as submitting the adopted plan after Planning Board action). The required endorsement resolution from the Governing Body must be adopted at a public meeting but does not require a public hearing.

Public presentations will be made using projections of digital slides as necessary to supplement printed material. This emphasis on effective communication of information allows our clients to focus on decision making, rather than interpretation.

SECTION 6:

COST DETAILS

**SECTION 6 – COST DETAILS**

Clarke Caton Hintz

Clarke Caton Hintz (“CCH”) proposes to undertake the Scope of Work for a total professional budget of \$38,750 (see attached Rate Schedule Form). Reimbursable expenses for printing, photography and so forth will be billed directly without markup in addition to fees for hourly work. Additional work authorized by Asbury Park beyond the scope of the contract, if any, will be billed on a time and materials basis in accordance with our prevailing rate schedules (see attached firm rates).

The estimate includes seven (7) public meetings and/or work sessions with the municipality. Any additional meeting time will be billed on an hourly basis at our regular rates (see attached firm rates).

We will provide the City with 25 copies of both the draft and final Housing Element and Fair Share Plan along with a ‘.pdf’ file on a compact disc of the final adopted plan.

We will package the submission to Superior Court for a Judgment of Repose, including the notices and action memoranda for the Planning Board and governing body.

Request for Qualifications

PROPOSAL/RATE SCHEDULE FORM

The following pricing components relate to the Scope of Work referenced in Section 2 of this RFP. **Review that section closely before providing detailed pricing for each of the following. Narrative responses to the RFP should be provided separately.**

Item	# of Hours	Hourly Rate	Fixed Price (F) or Estimate (E)?	Total One-time Cost	Annual Costs
1. Research Existing					
Affordable Units	175	\$125	E	\$21,875	\$21,875
2. Prepare Housing					
Element & Fair Share Plan	125	\$125	F	\$15,625	\$15,625
3. Prepare Development					
Fee Ordinance	10	\$125	F	\$1,250	\$1,250
Totals:	310	\$125		\$38,750	\$38,750
Note that the hourly rate is a blended average of those CCH staff members who will be involved in the task					

a. Provide additional details below regarding the above pricing components.

b. Exceptions to this proposal must be noted and described separately.

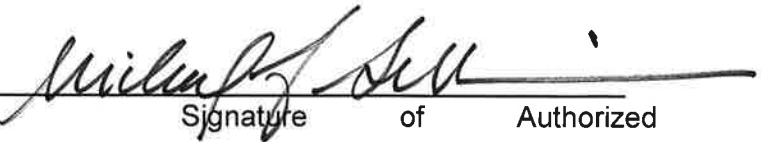
Clarke Caton Hintz, Michael F. Sullivan, ASLA, AICP

Name of Consultant

Authorized Representative (Print)

Principal

Title of Authorized Representative
Representative

 Signature of Authorized

February 13, 2017

Date

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

CITY OF ASBURY PARK

CLARKE CATON HINTZ

2017 PROFESSIONAL PLANNING FEE SCHEDULE

Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

PLANNERS & LANDSCAPE ARCHITECTSHOURLY RATEStandardExpert

Philip Caton, PP, FAICP	\$150	\$210
Brian Slaugh, PP, AICP	\$150	\$210
Michael Sullivan, PP, AICP, LLA, ASLA	\$150	\$210
Mary Beth Lonergan, PP, AICP	\$145	\$185
Elizabeth McManus, PP, AICP, LEED AP	\$145	\$185
Kendra Lelie, PP, AICP, LLA, ASLA	\$140	\$180
Andrea Malcolm, PP, AICP	\$110	\$140
Emily Goldman, PP, AICP	\$110	\$135
Geoffrey Vaughn, ASLA	\$110	\$135
Christian Kuhn, LLA, ASLA	\$110	\$135
Daniel Hauben, PP, AICP	\$110	\$135
Jessica Bodnar, AICP	\$110	\$135

NOTE: Standard rates shall be applicable for all services to public sector clients except for those related to litigation/contested matters in which case Expert rates shall apply. Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel, copying, computer plotting and other reproducible items, postal charges, photography, subcontracted work and other expenses directly related to a specific project or application are billed at the firm's direct cost without mark-up for administration.

W:\Marketing\M.2370 Asbury Park Planning Services\Asbury Park Public Rates 2016-2017.docx

Philip Caton, FAICP

John Hatch, FAIA

George Hibbs, AIA

Brian Slaugh, AICP

Michael Sullivan, AICP

Emeriti

John Clarke, FAIA

Carl Hintz, AICP, ASLA

APPENDIX: FORMS

City of Asbury Park, New Jersey

Request for Qualifications

CHECKLIST – RETURN CHECKLIST WITH YOUR SUBMISSION

CONSULTANT: Clarke Caton Hintz

Respondent	Initials
1. Checklist Submission Form (This Form)*.....	<u>NAJ</u>
2. Letter of Interest.....	<u>NAJ</u>
3. Background Information Regarding the Consultant and Proposal	<u>NAJ</u>
4. Proposal Form (Form 1 attached)..... <u>SECTION 6</u>	<u>NAJ</u>
5. Reference Form (Form 2 attached)..... <u>SECTION 4</u>	<u>NAJ</u>
6. Non-Collusion Affidavit (Form 3 attached)*.....	<u>NAJ</u>
7. Stockholder Statement of Ownership (Form 4 attached)*...	<u>NAJ</u>
8. State of New Jersey Debarred List Affidavit (Form 5 attached)*	<u>NAJ</u>
9. Acknowledgment of Receipt of Addenda (Form 6 attached) *	<u>NAJ</u>
10. State of N.J. Business Registration Certificate (Sample 1 attached)*	<u>NAJ</u>
11. Letter on letterhead that there are no existing ethics violations*	<u>NAJ</u>
12. Completed "Doing Business with Iran form".....	<u>NAJ</u>

* Failure to submit these documents is cause for the proposal to be rejected.

City of Asbury Park, New Jersey

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

City of Asbury Park, New Jersey

Request for Qualifications

COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Michael F. Sullivan, of the Municipality of City of Trenton, in the State of New Jersey, being of full age and duly sworn according to law, on my oath state as follows:

I am a principal of the firm of Clarke Caton Hintz, the consultant submitting the proposal for COAH services for the City of Asbury Park, and I have executed the proposal with full authority to do so. Further, the consultant has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the proposal and in this affidavit are true and correct and made with full knowledge that the City of Asbury Park shall rely upon the truth of the statements contained in the affidavit and in said proposal in awarding the contract for said project.

Clarke Caton Hintz

Name of Consultant

Michael F. Sullivan, ASLA, AICP

Authorized Representative (Print)

Principal

Title of Authorized Representative

Date

Michael F. Sullivan

Signature of Authorized Representative

Subscribed and sworn before me on

this 14 day of February 2017

R. Neal
Notary Public of NEW JERSEY

ROCHEZ B. NEAL
NOTARY PUBLIC OF NEW JERSEY
ID # 2438520
My Commission Expires 9/18/2018

My commission expires SEPTEMBER 18, 20 18.

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

City of Asbury Park, New Jersey

Request for Qualifications

STOCKHOLDER STATEMENT OF OWNERSHIP

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



Witness and Corporate Seal

Clarke Caton Hintz
Name of Corporation or Partnership

Michael F. Sullivan, Principal
By: Name/Title

Shareholders or Partners:

Name: Michael F. Sullivan, ASLA, AICP

Address: 933 Gainsway Road, Yardley, PA 19067

Name: Brian M. Slauch, PP, AICP

Address: 304 E. 2nd Street, Moorestown, NJ 08057

Name: Philip B. Caton, FAICP

Address: 453 Federal City Road, Pennington, NJ 08534

Name: George M. Hibbs, AIA

Address: 136 Hidden Valley Lane, Newtown, PA 18940

Name: John D.S. Hatch, FAIA

Address: 165 Mercer Street, Trenton, NJ 08611

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

City of Asbury Park, New Jersey

**Request for Qualifications
STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

STATE OF NEW JERSEY)

SS:

COUNTY OF MONMOUTH)

I, Michael F. Sullivan, of the City of Trenton
in the County of Mercer and the State of New Jersey, of full age, being
duly sworn according to law on my oath depose and say that:

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

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

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

Clarke Caton Hintz, 100 Barrack Street, Trenton, NJ 08608

Name and Address of Consultant

Michael F. Sullivan
Name and Title of Affiant Michael F. Sullivan, ASLA, AICP, Principal

Subscribed and sworn before me on
this 14 day of February 2017

ROCHEZ B. NEAL
NOTARY PUBLIC OF NEW JERSEY
ID # 2438520
My Commission Expires 9/18/2018

Notary Public of NEW JERSEY
My commission expires SEPTEMBER 18, 2018.



City of Asbury Park, New Jersey

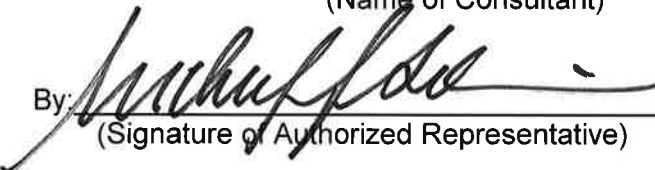
**Request for Qualifications
Environmental Services for EPA Brownfield Grant
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned consultant hereby acknowledges receipt of the following Addenda:

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

If no addenda were received, initial here: J MFS

Acknowledged for: Clarke Caton Hintz
(Name of Consultant)

By: 
(Signature of Authorized Representative)

Name: Michael F. Sullivan, ASLA, AICP
(Print or Type)

Title: Principal

FORM NOT REQUIRED IF NO ADDENDA ISSUED

Date: February 14, 2017

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

01/05/10

Taxpayer Identification# 222-779-153/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME:	TRADE NAME:	
CLARKE CATON HINTZ, A PROFESSIONAL CORPO		
ADDRESS:	SEQUENCE NUMBER:	
100 BARRACK STREET 3RD FL TRENTON NJ 08608	0105471	
EFFECTIVE DATE:	ISSUANCE DATE:	
10/18/01	01/05/10	
		 Director New Jersey Division of Revenue
FORM-BRC (04-06), D205648V		
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

CITY OF ASBURY PARK**ETHICS VIOLATIONS LETTER****Title of Proposal:** COAH Professional Planner**Name of Contractor:** Clarke Caton Hintz

This is to certify that neither individuals of the firm nor the firm itself is not now nor has had any ethics violations against us.

I hereby further certify that there are no judgments nor have been within the last three years in which the firm has been adjudicated liable for professional malpractice.

Signed:



Michael F. Sullivan, ASLA, AICP, Principal

Name of Firm: Clarke Caton Hintz**Address of Firm:**100 Barrack StreetTrenton, NJ 08608**Date:** February 14, 2017

Philip Caton, FAICP

John Hatch, FAIA

George Hibbs, AIA

Brian Slaugh, AICP

Michael Sullivan, AICP

Emeriti

John Clarke, FAIA

Carl Hintz, AICP, ASLA

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

law and applicable Federal court decisions.

In conforming with the targeted employment goals, the consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

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

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

Signed: _____

Print Name: Michael F. Sullivan, ASLA, AICP

Name & Address of Company:

Clarke Caton Hintz

100 Barrack Street

Trenton, NJ 08608

Dated: February 14, 2017

REQUIRED EVIDENCE

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

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

1. A letter from the U. S. Department of Labor that the consultant has an existing federally approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:
_____ Please send our company an Affirmative Action form for our completion
(A.A. 302-Affirmative Action Employee Information Report).

The following questions must be answered by all consultants:

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

You shall submit a photostatic copy of such certificate.

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

CONSULTANT : Clarke Caton Hintz

BY:


Michael F. Sullivan, ASLA, AICP, Principal

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

Certification

30171

CERTIFICATE OF EMPLOYEE INFORMATION REPORT**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-FEB-2013 to 15-FEB-2020

**CLARKE CATON HINTZ
100 BARRACK STREET
TRENTON**

NJ 08608



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

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

The consultant and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the consultant agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the consultant shall defend the City in any action or administrative proceeding commence pursuant to the Act. The consultant shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The consultant shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the consultant agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the consultant shall satisfy and discharge the same at its own expense.

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

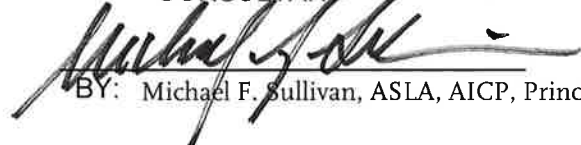
It is expressly agreed and understood that any approval by the City of the services provided by the consultant pursuant to this contract will not relieve the Consultant of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

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

WITNESS:


John D.S. Hatch, FAIA, Principal

CONSULTANT : Clarke Caton Hintz


BY: Michael F. Sullivan, ASLA, AICP, Principal

DATED: February 14, 2017

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

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

Solicitation Number: _____

Bidder/Offeror: Clarke Caton Hintz

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25Listpdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

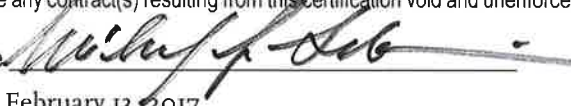
PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN –

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

PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION.

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

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

Full Name (Print): Michael F. Sullivan, ASLA, AICP Signature: 

Title: Principal Date: February 13, 2017

Name of Company: Clarke Caton Hintz City/State/Zip: Trenton, NJ 08608

To be completed, signed below & returned with proposal.

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)



CLARCAT-01

1.1.1.d

DATE (MM/DD/YYYY)
10/21/2016

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Borden Perlman Salisbury & Kelly 250 Phillips Blvd Suite 280 Ewing, NJ 08618	CONTACT NAME: Abbie Douglas PHONE (A/C, No, Ext): (609) 512-2912 115 FAX (A/C, No): (609) 895-1468 E-MAIL ADDRESS: adouglas@bordenperlman.com
INSURED Clarke Caton Hintz PC 100 Barrack Street Trenton, NJ 08608-2008	INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: Valley Forge Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:		4017846653	11/09/2016	11/09/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL \$ 1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		4017846653	11/09/2016	11/09/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		4017846801	11/09/2016	11/09/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	4017975167	11/09/2016	11/09/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER ** SAMPLE CERTIFICATE ** ** SAMPLE CERTIFICATE ** ** SAMPLE CERTIFICATE **	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE
Board of Professional Planners

HAS LICENSED

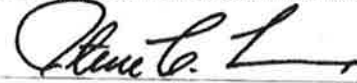
**MICHAEL F. SULLIVAN
933 GAINSWAY ROAD
YARDLEY PA 19067-3069**

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Planner**

03/30/2016 TO 05/31/2018
VALID


Signature of Licensee/Registrant/Certificate Holder

33LI00515300
LICENSE/REGISTRATION/CERTIFICATION #


ACTING DIRECTOR

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE
Board of Architects

HAS LICENSED

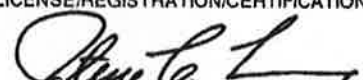
**Michael F. Sullivan
933 Gainsway Road
Yardley PA 19067-3069**

FOR PRACTICE IN NEW JERSEY AS A(N): **Licensed Landscape Architect**

03/29/2016 TO 05/31/2018
VALID


Signature of Licensee/Registrant/Certificate Holder

21AS00061200
LICENSE/REGISTRATION/CERTIFICATION #


ACTING DIRECTOR

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED
BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE
Board of Professional Planners

HAS LICENSED

**Elizabeth K. McManus
5 Pennroad Avenue
Trenton NJ 08638**

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Planner**

05/23/2016 TO 05/31/2018
VALID

33LI00591500
LICENSE/REGISTRATION/CERTIFICATION #



ACTING DIRECTOR

Signature of Licensee/Registrant/Certificate Holder

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Professional Planners
HAS LICENSED
Elizabeth K. McManus
Professional Planner

05/23/2016 TO 05/31/2018

VALID

SIGNATURE

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Professional Planners
P.O. Box 45016
Newark, NJ 07101

PLEASE DETACH HERE

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)

**State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE
Board of Professional Planners

HAS LICENSED

**Daniel L. Hauben
102 MONTGOMERY STREET
#3H
Highland Park NJ 08904**

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Planner**

03/28/2016 TO 05/31/2018
VALID

Daniel Hauben

Signature of Licensee/Registrant/Certificate Holder

33LI00630300

LICENSE/REGISTRATION/CERTIFICATION #

Steve C. L.

ACTING DIRECTOR

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Board of Professional Planners
HAS LICENSED
Daniel L. Hauben
Professional Planner

1.I.1.d

03/28/2016 TO 05/31/2018
VALID

SIGNATURE

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION
CERTIFICATE ID CARD IS L
PLEASE NOTIFY:
Board of Professional Planners
P.O. Box 45016
Newark, NJ 07101

PLEASE DETACH HERE

Attachment: Clarke Caton Hintz Proposal (2017-102 : Award of a Contract for COAH Planner)



RESOLUTION NO. 2017-114

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2017 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 2017 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 2017 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:		
Municipal Court Other Expenses	\$13,965.00	\$28,000.00
Public Defender Salaries & Wages	5,000.00	20,000.00
Municipal Prosecutor	10,000.00	20,000.00

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-114 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CERTIFIED BY ME THIS 23rd DAY OF March, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-115

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

RESOLUTION APPROVING THE 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 \$1,129,149.53

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

TOTAL VOUCHERS	\$ 1,129,149.53
----------------	-----------------

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-115 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CERTIFIED BY ME THIS 23rd DAY OF March, 2017.

CINDY A. DYE
CITY CLERK

March 15, 2017
04:19 PM

CITY OF ASBURY PARK
Bill List By Budget Account

1.1.3.a
Page No: 1

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: Y Aprv: N Rcvd: Y
Range: 6-First to 7-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last 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: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
6-01-20-130-000-201	FINANCE General Plant					
WATSPR	WATCHUNG SPRING WATER CO., INC.	16-04322	0208274,0011058,0038400:DEL.	102.90	0.00	
6-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	17-00444	2 DRAWER 30X19X28 BSX 431P	391.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			493.90		
	Department Total: FINANCIAL ADMINISTRATION			493.90		
	CAFR Total:			493.90		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
6-01-21-185-000-201	ZONING BOARD General Plant					
BARPRO	BARCO PRODUCTS CO.	16-04235	Bicycle Racks and Corrals	5,337.93	0.00	
BARPRO	BARCO PRODUCTS CO.	16-04321	Planters	4,121.90	0.00	
				9,459.83		
	Extd Total: ZONING BOARD OF ADJUSTMENT			9,459.83		
	Department Total: ZONING BOARD OF ADJUSTMENT			9,459.83		
	CAFR Total:			9,459.83		
Department: FIRE DEPARTMENT						
Extd: FIRE DEPARTMENT						
6-01-25-265-000-201	FIRE DEPT. General Plant					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	16-04270	SCBA Bench Testing	1,347.91	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	17-00908	#S106905987.001:PLUG	46.56	0.00	
				1,394.47		
	Extd Total: FIRE DEPARTMENT			1,394.47		
	Department Total: FIRE DEPARTMENT			1,394.47		
	CAFR Total:			1,394.47		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
6-01-26-290-000-201	STREETS & ROAD General Plant					
MAXR	MAX.R	16-04121	#680155:Dog Waste Station, etc	2,550.00	0.00	

Attachment: Bill List 3.22.17 (2017-115 : Payment of Bills 3.22.17)

March 15, 2017
04:19 PM

CITY OF ASBURY PARK
Bill List By Budget Account

1.1.3.a
Page No: 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-26-290-000-218 FOX FLO FOX FLOORS	STREETS & ROAD Contract.Serv. 16-03543 Carpet for Code Enforcement			2,260.46	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			4,810.46		
	Department Total: STREETS & ROADS MAINTENANCE			4,810.46		
	CAFR Total:			4,810.46		
Department: PUBLIC LIBRARY:						
Extd: PUBLIC LIBRARY:						
6-01-29-390-000-011 ASBFRE ASBURY PARK FREE PUBLIC LIBRAR	PUBLIC LIBRARY Base Salary 17-00896 SALARY & WAGES BAL. OF 2016			6,812.70	0.00	
	Extd Total: PUBLIC LIBRARY:			6,812.70		
	Department Total: PUBLIC LIBRARY:			6,812.70		
	CAFR Total:			6,812.70		
	Fund Total: CURRENT			22,971.36		
	Year Total:			22,971.36		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
7-01-20-100-000-201 CRAPRI CRAFTMASTER PRINTING, INC.	ADMINISTRATION General Plant 17-00682 for proclamation paper			110.00	0.00	
NJLEAMUN NJ LEAGUE OF MUNICIPALITIES MA	17-00725 INV. 13MLJ17 LEAGUE DUES			1,190.00	0.00	
WATSPR WATCHUNG SPRING WATER CO.,INC.	17-00845 cooler rental 1/19-2/15/17			40.72	0.00	
VERIZON VERIZON WIRELESS	17-00877 1/26-2/25/17 INV#9781004342			304.32	0.00	
				1,645.04		
7-01-20-100-000-209 MUNCAP MUNICIPAL CAPITAL CORPORATION	ADMINISTRATION Fees 17-00783 #16024:PMT. 15 OF 60 (FEB.)			415.22	0.00	
7-01-20-100-000-217 NJLEAMUN NJ LEAGUE OF MUNICIPALITIES MA	ADMINISTRATION Ads&Promotion 17-00724 IT POSITION F/T 2/23-3/23			110.00	0.00	
	Extd Total: ADMINISTRATION			2,170.26		
	Department Total: ADMINISTRATION			2,170.26		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
7-01-20-120-000-217 ASBPAK ASBURY PARK PRESS	MUNICIPAL CLERK Ads&Promotion 17-00883 inv. 1921630 legal ads			60.30	0.00	
ASBPAK ASBURY PARK PRESS	17-00884 inv. 1921607 legal ads			66.90	0.00	
ASBPAK ASBURY PARK PRESS	17-00885 inv. 1921622 legal ads			60.85	0.00	
ASBPAK ASBURY PARK PRESS	17-00905 inv. 1966848 legal ads			86.70	0.00	
ASBPAK ASBURY PARK PRESS	17-00906 inv. 1962076 legal ads			93.30	0.00	

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7-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion		Continued			
ASBPAK ASBURY PARK PRESS		17-00907	inv. 1962054	98.80	0.00	
				466.85		
	Extd Total: MUNICIPAL CLERK			466.85		
	Department Total: MUNICIPAL CLERK			466.85		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
7-01-20-130-000-201	FINANCE General Plant					
ATLLOK ATLANTIC LOCK & SAFE		17-00348	#22039:CABINET BAR	827.10	0.00	
WATSPR WATCHUNG SPRING WATER CO.,INC.		17-00659	7564997,7564721,7575677:DEL.	146.91	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-00783	#16024:PMT. 15 OF 60 (FEB.)	215.55	0.00	
				1,189.56		
	Extd Total: FINANCIAL ADMINISTRATION			1,189.56		
	Department Total: FINANCIAL ADMINISTRATION			1,189.56		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
7-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WATSPR WATCHUNG SPRING WATER CO.,INC.		17-00723	Cooler cleaning Account-064429	59.99	0.00	
7-01-20-145-000-212	TAX REV ADMIN Dues,Subscript.					
TCTAMEM TCTA MEMBER SERVICES		17-00835	2017 TCTANJ MEMBERSHIP	100.00	0.00	
TCTAMEM TCTA MEMBER SERVICES		17-00915	2017 DUES BARBARA HERGET CTC	100.00	0.00	
MONTCTA MON. & OCEAN CTY. TCTA		17-00919	2017 DUES BARBARA HERGET,CTC	80.00	0.00	
MONOCC MON. & OC. CTY. TAX COLL. & TR		17-00941	2017 DUES TYRONE YOUNG CTC	80.00	0.00	
				360.00		
	Extd Total: TAX REVENUE ADMINISTRATION			419.99		
	Department Total: TAX REVENUE ADMINISTRATION			419.99		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
7-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
EGOSTA EGOV STRATEGIES		17-00753	Invoice 8-1428 Annual License	3,950.00	0.00	
VERZON VERIZON BUSINESS		17-00846	#732774518143534y:2/22-3/21	36.90	0.00	
VERIZON VERIZON WIRELESS		17-00877	1/26-2/25/17 INV#9781004342	33.82	0.00	
				4,020.72		
	Extd Total: DIRECTOR OF COMMUNICATIONS			4,020.72		
	Department Total: DIRECTOR OF COMMUNICATIONS			4,020.72		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
7-01-20-155-000-209	LEGAL SERVICES Fees					
LAWOFFS	LAW OFFICE OF STEVEN S.	17-00844	Services for February 2017	6,000.00	0.00	
Extd Total: LEGAL SERVICES				6,000.00		
Department Total: LEGAL SERVICES				6,000.00		
Department: CABLE TV ADVISORY COMMITTEE						
Extd: CABLE TV ADVISORY COMMITTEE						
7-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
THECOA	THE NEW COASTER	17-00814	#47626:DISPLAY AD	490.00	0.00	
Extd Total: CABLE TV ADVISORY COMMITTEE				490.00		
Department Total: CABLE TV ADVISORY COMMITTEE				490.00		
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
7-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	17-00852	LAF317446 General Services	463.34	0.00	
TMASSO	T & M ASSOCIATES	17-00853	LAF317442 Litigation Support	176.25	0.00	
				639.59		
Extd Total: ENGINEERING SERVICES				639.59		
Department Total: ENGINEERING SERVICES				639.59		
CAFR Total:				15,396.97		
Department: Planning Department						
Extd: Planning Department						
7-01-21-179-000-201	Planning Dept. General Plant					
AMEPLA	AMERICAN PLANNING ASSOCIATION	17-00651	2017 AICP Michele Alonso	631.00	0.00	
WBMASON	W.B.MASON CO., INC.	17-00756	Planning supply order	27.78	0.00	
				658.78		
Extd Total: Planning Department				658.78		
Department Total: Planning Department				658.78		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
7-01-21-180-000-201	PLANNING BOARD General Plant					
STSHOR	ST SHORTHAND REPORTING SERVICE	17-00807	Invoice 632970	250.00	0.00	
STSHOR	ST SHORTHAND REPORTING SERVICE	17-00862	Invoice 634047 Planning Bd.	250.00	0.00	
VERIZON	VERIZON WIRELESS	17-00877	1/26-2/25/17 INV#9781004342	125.73	0.00	

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Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Vendor						
7-01-21-180-000-201	PLANNING BOARD General Plant		Continued			
JACSER JACK A. SERPICO		17-00901	Invoice PB2017-2	925.00	0.00	
				1,550.73		
	Extd Total: PLANNING BOARD			1,550.73		
	Department Total: PLANNING BOARD			1,550.73		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
7-01-21-185-000-209	ZONING BOARD Fees					
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-00783	#16024:PMT. 15 OF 60 (FEB.)	200.97	0.00	
STSHOR ST SHORTHAND REPORTING SERVICE		17-00807	Invoice 632970	130.00	0.00	
STSHOR ST SHORTHAND REPORTING SERVICE		17-00861	Invoice 634046 Zoning Bd.	250.00	0.00	
ASBPAK ASBURY PARK PRESS		17-00897	Order #0001965536	51.50	0.00	
JACSER JACK A. SERPICO		17-00900	Invoice B2017-2 Zoning	625.00	0.00	
				1,257.47		
	Extd Total: ZONING BOARD OF ADJUSTMENT			1,257.47		
	Department Total: ZONING BOARD OF ADJUSTMENT			1,257.47		
	CAFR Total:			3,466.98		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
7-01-22-195-000-299	CODE ENFORCE Misc.					
LAWDIA LAWYERS DIARY		17-00607	2017 NJ Lawyers diary & manual	105.00	0.00	
VERIZON VERIZON WIRELESS		17-00877	1/26-2/25/17 INV#9781004342	729.79	0.00	
				834.79		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			834.79		
	Department Total: CODE ENFORCEMENT AND ADMIN.			834.79		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
7-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
WBMASON W.B.MASON CO., INC.		17-00227	2 Received Construction Stamps	37.56	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		17-00783	#16024:PMT. 15 OF 60 (FEB.)	189.66	0.00	
VERIZON VERIZON WIRELESS		17-00877	1/26-2/25/17 INV#9781004342	266.09	0.00	
				493.31		
	Extd Total: CONSTRUCTION CODE OFFICIAL			493.31		
	Department Total: CONSTRUCTION CODE OFFICIAL			493.31		
	CAFR Total:			1,328.10		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIABILITY INSURANCE						
Extd: LIABILITY INSURANCE						
7-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM	PMA COMPANIES, INC.	17-00944	FEB. 2017 REFILL GENERAL LIAB	9,735.49	0.00	
	Extd Total: LIABILITY INSURANCE			9,735.49		
	Department Total: LIABILITY INSURANCE			9,735.49		
Department: WORKER'S COMPENSATION						
Extd: WORKER'S COMPENSATION						
7-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA COMPANIES, INC.	17-00894	FEBRUARY 2017 WORKERS COMP	35,362.20	0.00	
PMACOM	PMA COMPANIES, INC.	17-00953	JAN. 2017 RUN OFF CLAIMS W/C	30,033.73	0.00	
				65,395.93		
	Extd Total: WORKER'S COMPENSATION			65,395.93		
	Department Total: WORKER'S COMPENSATION			65,395.93		
Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
7-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
JASFAZ	JASON FAZIO	17-00013	REIMB. OF MEDICAL PREMIUMS	557.83	0.00	B
DOMMAR	DOMINICK MARINO	17-00014	REIMB. OF MEDICAL PREMIUMS	1,645.59	0.00	B
MARKIN	MARK KINMON	17-00015	REIMB. OF MEDICAL PREMIUMS	1,645.59	0.00	B
ROBASH	ROBERT ASH	17-00016	REIMB. OF MEDICAL PREMIUMS	1,805.82	0.00	B
JOHMOO	JOHN MOOR	17-00017	REIMB. OF MEDICAL PREMIUMS	1,269.08	0.00	B
STEKAY	STEPHEN M. KAY	17-00019	REIMB. OF MEDICAL PREMIUMS	1,269.08	0.00	B
MICMAU	MICHAEL MAUTNER	17-00021	REIMB. OF MEDICAL PREMIUMS	2,063.91	0.00	B
RONSLI	RONALD SLINGER	17-00023	REIMB. OF MEDICAL PREMIUMS	2,063.91	0.00	B
BRIWHE	BRIAN WHEARY	17-00024	REIMB. OF MEDICAL PREMIUMS	2,063.91	0.00	B
LISSMI	LISA SMITH	17-00025	REIMB. OF MEDICAL PREMIUMS	557.83	0.00	B
BREMOO	BRENDA J. MOORE	17-00026	REIMB. OF MEDICAL PREMIUMS	564.44	0.00	B
ROBRIC	ROBERT RICKS	17-00027	REIMB. OF MEDICAL PREMIUMS	1,394.46	0.00	B
JOYCHA	JOYCE CHAPMAN	17-00028	REIMB. OF MEDICAL PREMIUMS	564.44	0.00	B
				17,465.89		
	Extd Total: EMPLOYEE GROUP INSURANCE			17,465.89		
	Department Total: EMPLOYEE GROUP INSURANCE			17,465.89		
	CAFR Total:			92,597.31		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
7-01-25-240-000-201	POLICE General Plant					
LANASO	LANIGAN ASSOCIATES. INC.	17-00174	(2) Blackinton Gold Breast	312.00	0.00	
THEHAR	THE HARDWARE STORE	17-00179	Blanket	133.10	0.00	B
LANASO	LANIGAN ASSOCIATES. INC.	17-00461	(4) Sets Sirchie PEN15V (8)	214.00	0.00	
BALARM	B ALARMED, INC.	17-00593	#P104467 (25) Keyfobs For	206.25	0.00	
MERHEA	MERIDIAN HEALTH SYSTEM	17-00666	# 407947, #407718 Pre Academy	2,720.00	0.00	

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7-01-25-240-000-201	POLICE General Plant		Continued			
ATLLOK	ATLANTIC LOCK & SAFE	17-00667	#21492 Serive Call Changed	115.00	0.00	
INSPSY	INST.FOR FORENSIC PSYCOLOGY	17-00760	#10034, 10051 Pychological	4,000.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00783	#16024:PMT. 15 OF 60 (FEB.)	298.39	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	17-00789	#7564720 (10) Bottles Water &	90.89	0.00	
				8,089.63		
7-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	17-00472	I41547450,I41513982,CR3950109:	466.89	0.00	
WBMASON	W.B.MASON CO., INC.	17-00627	(2) Flash Drive	59.98	0.00	
WBMASON	W.B.MASON CO., INC.	17-00791	Battery Charger &	37.40	0.00	
				564.27		
7-01-25-240-000-203	POLICE Motor Vehicle					
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	17-00177	Blanket Car Repairs	625.28	0.00	B
RICAUT	RICH'S AUTO BODY	17-00670	#10027 Towed Car 21	20.00	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	17-00689	#513394,513456,513534, Repairs	602.02	0.00	
				1,247.30		
7-01-25-240-000-216	POLICE Supplies-Compu.					
ONSITE	ON-SITE COMPUTER SERVICE	17-00691	#270225227 HDMI to VGA	24.99	0.00	
7-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	17-00591	#M57413 Mobile Data Contract	1,220.00	0.00	
TOSSOL	TOSHIBA BUSINESS SOLUTION	17-00687	#13414632 Maintenance Contract	2,524.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00786	#9384 #9386 Digital Copier	432.97	0.00	
VERIZON	VERIZON WIRELESS	17-00877	1/26-2/25/17 Inv#9781004342	241.10	0.00	
VERIZON	VERIZON WIRELESS	17-00935	#9781004343 Current Charges	76.02	0.00	
CABLE	CABLEVISION OF NYC	17-00937	#07866-182313-01-5 Current	151.27	0.00	
				4,645.36		
7-01-25-240-000-221	POLICE Ammunition					
REMARM	REMINGTON ARMS CO.,INC.	17-00473	44501175,44501176,44507830,	559.78	0.00	
7-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	17-00471	Prisoners Meals February	68.91	0.00	
	Extd Total: POLICE DEPARTMENT			15,200.24		
	Department Total: POLICE DEPARTMENT			15,200.24		
Department:	FIRE DEPARTMENT					
Extd:	FIRE DEPARTMENT					
7-01-25-265-000-201	FIRE DEPT. General Plant					
NJCHIE	NJ CAREER FIRE CHIEFS ASSOC.	17-00289	2017 Membership Dues (KK)	375.00	0.00	
GRAING	GRAINGER	17-00587	Riding Assignment Board	144.19	0.00	
BULLOC	BULLET LOCK & SAFE	17-00612	Inv 43017 Door Repair	110.00	0.00	
AIRUSA	AIRGAS USA, LLC	17-00618	Inv 9942075471	619.22	0.00	
THEHAR	THE HARDWARE STORE	17-00619	1134100,1131202,1130225,	101.57	0.00	
NJFIRE	NJ FIRE EQUIPMENT COMPANY	17-00620	Inv 52976 Bench Test,Scott Pak	70.20	0.00	
PRESPE	PREVENTION SPECIALISTS,INC.	17-00742	Prevention Spec Contract MO	300.00	0.00	
WESPES	WESTERN PEST SERVICES	17-00749	Inv 4346934B Pest Control	90.00	0.00	

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7-01-25-265-000-201	FIRE DEPT. General Plant		Continued			
VERIZON	VERIZON WIRELESS	17-00877	1/26-2/25/17 INV#9781004342	655.14	0.00	
				2,465.32		
7-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	17-00613	Serpentine Belt-Inv 510663	139.88	0.00	
7-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC	17-00410	10094,10093,10092,10024:NEW	4,560.00	0.00	
7-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00783	#16024:PMT. 15 OF 60 (FEB.)	83.31	0.00	
7-01-25-265-000-229	FIRE DEPT. Medical Sup.					
EMSAR	EMSAR NEW JERSEY	17-00739	Inv SI-25274 Stretcher repair	300.00	0.00	
VERALP	V.E. RALPH & SON, INC.	17-00755	Inv 333967 EMS supplies	1,352.62	0.00	
				1,652.62		
	Extd Total: FIRE DEPARTMENT			8,901.13		
	Department Total: FIRE DEPARTMENT			8,901.13		
	CAFR Total:			24,101.37		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
7-01-26-290-000-201	STREETS & ROAD General Plant					
THEHAR	THE HARDWARE STORE	17-00296	Various Supplies, Tools, etc	86.44	0.00	B
GLESUP	GLENCO SUPPLY INC.	17-00353	Street Sign Caps	84.00	0.00	
MOOGEN	MOONEY GENERAL PAPER COMPANY	17-00553	Custodial Supplies	2,636.03	0.00	
STAVOLA	STAVOLA COMPANIES	17-00672	#72877 Hot Mixed Asphalt	351.90	0.00	
BUICON	BUILDING SAFETY CONFERENCE	17-00716	Registration (Bianchini, R.)	175.00	0.00	
BUICON	BUILDING SAFETY CONFERENCE	17-00717	Registration (Lucas, M.)	175.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00783	#16024:PMT. 15 OF 60 (FEB.)	211.19	0.00	
CABLE	CABLEVISION OF NYC	17-00920	Account# 07866-183188-01-1	148.00	0.00	
				3,867.56		
7-01-26-290-000-202	STREETS & ROAD Office Supplies					
ONSITE	ON-SITE COMPUTER SERVICE	17-00696	#270225208 Wireless Mouse 2/10	25.99	0.00	
7-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
THEHAR	THE HARDWARE STORE	17-00302	Various Supplies, Tools, etc	75.53	0.00	B
ODBCOM	ODB COMPANY	17-00406	Hex Nut Brushes	415.00	0.00	
TRIOUS	TRIOUS, INC.	17-00568	Henderson 10" Conveyor Chain	1,525.00	0.00	
SEAFOR	SEA BREEZE FORD INC.	17-00635	#5072664:Parts for truck 54	445.58	0.00	
JACDOH	JACK DOHENY COMPANIES	17-00674	#C94884:Footage Counter	346.83	0.00	
LITJOH	LITTLE JOHNS AUTO AMBULANCE	17-00675	HBS Module Programming	170.00	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	17-00683	#2068778 Propane, Liquified	74.00	0.00	
SEAFOR	SEA BREEZE FORD INC.	17-00721	#5072666 Tube & Misc Hardware	62.67	0.00	
				3,114.61		
7-01-26-290-000-205	STREETS & ROAD Snowstorm Expenses					
MORSAL	MORTON SALT, INC.	17-00562	Untreated Rock Salt, delivered	6,039.70	0.00	

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7-01-26-290-000-218	STREETS & ROAD		Contract.Serv.			
ARMTRE	ARMSTRONG TREE SERVICE	17-00195	Labor	400.00	0.00	
ARMTRE	ARMSTRONG TREE SERVICE	17-00563	Remove Tree, etc	250.00	0.00	
SECWOR	SECURITY WORLD INC.	17-00676	#52330 Labor, Material, etc	814.00	0.00	
ARMTRE	ARMSTRONG TREE SERVICE	17-00731	Tree Removal, etc	350.00	0.00	
VERIZON	VERIZON WIRELESS	17-00877	1/26-2/25/17 INV#9781004342	947.56	0.00	
				2,761.56		
7-01-26-290-000-269	STREETS & ROAD		Deal Lake Commission			
DEALAK	DEAL LAKE COMMISSION	17-00754	2017 share Assessment	11,000.00	0.00	
			Extd Total: STREETS & ROADS MAINTENANCE	26,809.42		
			Department Total: STREETS & ROADS MAINTENANCE	26,809.42		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
7-01-26-305-000-209	SOLID WASTE		Fees			
EMPGRA	EMPIRE GRAND REGENCY ASSOC. INC	17-00765	REIMBURSEMENT	1,173.00	0.00	
5105TH	510 5TH AVENUE, LLC	17-00766	REIMBURSEMENT	667.00	0.00	
406DEA	406 DEAL LAKE, LLC	17-00767	REIMBURSEMENT	2,499.20	0.00	
3106TH	310 6TH AVENUE, LLC	17-00768	REIMBURSEMENT	6,416.56	0.00	
211FIR	211 FIRST DUCKSAUCE, LLC	17-00769	REIMBURSEMENT	4,305.61	0.00	
4003RD	400 3RD MINOT, LLC	17-00770	REIMBURSEMENT	1,405.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	17-00824	#107910 Construction Debris	1,740.68	0.00	
DELDEM	DELISA DEMOLITION, INC.	17-00833	#108034 Tipping Fees 2/16-28	22,249.24	0.00	
DELDEM	DELISA DEMOLITION, INC.	17-00921	#108090 Construction Debris	1,954.08	0.00	
				42,410.37		
7-01-26-305-000-218	SOLID WASTE		Contract.Serv.			
DELDEM	DELISA DEMOLITION, INC.	17-00821	#107874 Monthly Service	36,333.33	0.00	
			Extd Total: SOLID WASTE COLLECTION	78,743.70		
			Department Total: SOLID WASTE COLLECTION	78,743.70		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
7-01-26-310-000-201	BUILDING & GND		General Plant			
THEHAR	THE HARDWARE STORE	17-00297	Various Supplies, Tools, etc	338.03	0.00	B
STASUP	STANDARD SUPPLY CO. INC.	17-00308	#10486002 Wooden Door Vents	378.00	0.00	
STASUP	STANDARD SUPPLY CO. INC.	17-00351	10486092,10486385:VARIOUS	926.50	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	17-00384	#S107293822.001:Bulbs/Lamps	116.10	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	17-00525	#S107391855.001:400w Bulbs	897.28	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	17-00549	#S107294688 Various Bulbs	97.50	0.00	
MOOGEN	MOONEY GENERAL PAPER COMPANY	17-00554	Custodial Supplies	2,323.25	0.00	
MOOGEN	MOONEY GENERAL PAPER COMPANY	17-00678	#221846:Wiper Floor Mats	267.13	0.00	
AIRSYS	AIR SYSTEMS MAINTENANCE	17-00681	#38887 Labor, Material, etc	925.33	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	17-00695	#S107315446 Light Ballast 2/2	241.29	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	17-00730	#S107395958 Steel Box, etc	61.02	0.00	
				6,571.43		

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7-01-26-310-000-218	BUILDING & GND Contract.Serv.					
FIRSEC	FIRE SECURITY TECHNOLOGIES,INC	17-00726	#P-50650 Fire Alarm Inspection	715.49	0.00	
BELPLU	BELMAR PLUMBING & HEATING INC	17-00728	#3250 Labor & Material 2/14	554.71	0.00	
				1,270.20		
	Extd Total: BUILDINGS & GROUNDS			7,841.63		
	Department Total: BUILDINGS & GROUNDS			7,841.63		
	CAFR Total:			113,394.75		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
7-01-27-345-000-201	SOCIAL SERVICES General Plant					
VERIZON	VERIZON WIRELESS	17-00877	1/26-2/25/17 INV#9781004342	133.03	0.00	
	Extd Total: SOCIAL SERVICES:			133.03		
	Department Total: SOCIAL SERVICES:			133.03		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
7-01-27-350-000-201	SENIOR CENTER General Plant					
ATLFIR	ATLANTIC SECURITY & FIRE, INC.	17-00638	#76431:SVC. 3/1-5/31	89.85	0.00	
VERIZON	VERIZON WIRELESS	17-00877	1/26-2/25/17 INV#9781004342	95.76	0.00	
				185.61		
7-01-27-350-000-299	SENIOR CENTER Misc.					
SERSTU	ALISON M. BOWIE	17-00086	Blanket for 2017 Ceramic Class	132.00	0.00	B
STAPLE	STAPLES ADVANTAGE	17-00205	3328073782,3328179029:SUPPLIES	47.73	0.00	
WBMASON	W.B.MASON CO., INC.	17-00637	Office Supplies & File Cabinet	281.06	0.00	
				460.79		
	Extd Total: SENIOR CENTER			646.40		
	Department Total: SENIOR CENTER			646.40		
	CAFR Total:			779.43		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
7-01-28-370-000-299	RECREATION Misc.					
VERIZON	VERIZON WIRELESS	17-00877	1/26-2/25/17 INV#9781004342	41.91	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			41.91		
	Department Total: RECREATION SERVICES & PROGRAM			41.91		
	CAFR Total:			41.91		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
7-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL	JCPL	17-00849	SERVICE 1/26-2/23	1,307.24	0.00	
NJAMER	N.J. AMERICAN WATER CO.	17-00892	SERVICE 2/1-3/2	772.95	0.00	
NJAMER	N.J. AMERICAN WATER CO.	17-00898	SERVICE 2/2-3/2	650.40	0.00	

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7-01-31-435-435-299	LIGHT, HEAT & POWER Misc.		Continued			
NJAMER	N.J. AMERICAN WATER CO.	17-00966	SERVICE 2/2-3/2	874.38	0.00	
				<u>3,604.97</u>		
	Extd Total: LIGHT, HEAT & POWER			3,604.97		
Extd:	STREET&TRAFFIC LIGHTING					
7-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	17-00847	SERVICE 7/27-2/24	549.61	0.00	
JCPL	JCPL	17-00849	SERVICE 1/26-2/23	1,201.48	0.00	
JCPL	JCPL	17-00893	SERVICE 1/27-2/27	2,977.34	0.00	
				<u>4,728.43</u>		
	Extd Total: STREET&TRAFFIC LIGHTING			4,728.43		
	Department Total: LIGHTING			8,333.40		
Department:	TELEPHONE					
Extd:	TELEPHONE					
7-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	17-00886	#261784-M:SVC. MARCH 2017	5,328.07	0.00	
VERZON	VERIZON BUSINESS	17-00965	#152069551000178:3/4-4/3	124.99	0.00	
				<u>5,453.06</u>		
	Extd Total: TELEPHONE			5,453.06		
	Department Total: TELEPHONE			5,453.06		
Department:	GASOLINE					
Extd:	GASOLINE					
7-01-31-460-000-299	GASOLINE Misc.					
DEMINC	DEMAIO'S INCORPORATED	17-00642	#9406:Repair of fuel pumps	1,215.00	0.00	
JSWAN	J. SWANTON FUEL OIL CO., INC.	17-00875	#270950 Unleaded Fuel 2/24	5,552.72	0.00	
JSWAN	J. SWANTON FUEL OIL CO., INC.	17-00978	#271102 Diesel Fuel 3/07	4,726.67	0.00	
				<u>11,494.39</u>		
	Extd Total: GASOLINE			11,494.39		
	Department Total: GASOLINE			11,494.39		
	CAFR Total:			25,280.85		
Department:	DEFINED CONTRIBUTION RETIREMENT PLAN					
Extd:	DEFINED CONTRIBUTION RETIREMENT PLAN					
7-01-36-478-000-299	DEFINED CONTRIBUTION RETIREMENT Misc.					
DCRP	DEFINED CONT. RETIREMENT PRGRM	17-00888	#316149:FEBRUARY 2017	196.10	0.00	
	Extd Total: DEFINED CONTRIBUTION RETIREMENT PLAN			196.10		
	Department Total: DEFINED CONTRIBUTION RETIREMENT PLAN			196.10		
	CAFR Total:			196.10		

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Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
7-01-43-490-000-201	MUNIC COURT General Plant					
CRAPRI	CRAFTMASTER PRINTING, INC.	17-00622	ats/acs mailers	1,909.00	0.00	
KEPSPR	KEPWELL SPRING WATER	17-00624	#339990:cooler rental 1/31/17	14.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00783	#16024:PMT. 15 OF 60 (FEB.)	83.31	0.00	
				2,006.31		
7-01-43-490-000-202	MUNIC COURT Office Supplies					
WBMASON	W.B.MASON CO., INC.	17-00626	supplies	1,024.16	0.00	
7-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	17-00623	interpreter 2/3/17,2/10/17	240.00	0.00	
BEACRA	BEATRIZ C. CRANEY	17-00737	#12160:interpreter 2/17/17	120.00	0.00	
				360.00		
	Extd Total: MUNICIPAL COURT			3,390.47		
	Department Total: MUNICIPAL COURT			3,390.47		
	CAFR Total:			3,390.47		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
7-01-55-001-000-025	Resrve for Master Plan					
CLACAN	CLARKE CATON & HINTZ	17-00799	#67614:Master Plan Jan. 2017	2,674.36	0.00	
	Extd Total: TAXES PAYABLE:			2,674.36		
	Department Total: TAXES PAYABLE:			2,674.36		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			2,674.36		
	Fund Total: CURRENT			282,648.60		
Fund: BEACH						
Department: BEACH UTILITY O/E: OTHER EXPENSES:						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
7-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
GLESUP	GLENCO SUPPLY INC.	17-00315	6' Fence Posts	1,000.00	0.00	
THEHAR	THE HARDWARE STORE	17-00727	#1135378 Ext Saber DK 5# 2/16	31.99	0.00	
VERIZON	VERIZON WIRELESS	17-00877	1/26-2/25/17 INV#9781004342	87.87	0.00	
				1,119.86		
7-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	17-00849	SERVICE 1/26-2/23	71.27	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,191.13		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,191.13		
	CAFR Total:			1,191.13		
	Fund Total: BEACH			1,191.13		

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Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
7-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
MAAAUT	MAACO AUTO PAINTING	17-00288	#42370 Repairs to Car 82	509.00	0.00	
THEHAR	THE HARDWARE STORE	17-00592	#1132493 Fuse Parking Meter	2.38	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	17-00663	#S107315242 Wire For Parking	141.92	0.00	
WBMASON	W.B.MASON CO., INC.	17-00664	#I42014723 Office Supplies	119.95	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	17-00665	#512828 Solar Panels Clamps	20.94	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	17-00668	#1N13925 Repaired Meters 14,21	500.00	0.00	
WBMASON	W.B.MASON CO., INC.	17-00758	Cash Box	69.99	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	17-00785	#1N14017 Repaired Meters 87 &	365.00	0.00	
				1,729.18		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			1,729.18		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			1,729.18		
	CAFR Total:			1,729.18		
	Fund Total: PARKING UTILITY: BUDGET:			1,729.18		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
7-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	17-00254	Various Supplies, Tools, etc	71.37	0.00	B
JEMIND	JEM INDUSTRIAL SERVICES, INC.	17-00257	Various Industrial Supplies	1,048.35	0.00	B
MCMCAR	MCMaster-CARR SUPPLY CO.	17-00259	Various Supplies, Tools, etc	354.50	0.00	B
SUFFREDI	SUFFOLK REDI-MIX	17-00519	#1170A Concrete, etc 1/30	1,176.00	0.00	
VERIZON	VERIZON WIRELESS	17-00877	1/26-2/25/17 INV#9781004342	205.65	0.00	
				2,855.87		
7-07-55-502-000-209	SEWER UTILITY O/E: Fees					
TREREV	TREASURER STATE OF NEW JERSEY	17-00891	#170175280 Renewal Application	835.00	0.00	
7-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL	JCPL	17-00849	SERVICE 1/26-2/23	28,684.57	0.00	
NJAMER	N.J. AMERICAN WATER CO.	17-00892	SERVICE 2/1-3/2	4,084.13	0.00	
NJAMER	N.J. AMERICAN WATER CO.	17-00966	SERVICE 2/2-3/2	38.76	0.00	
				32,807.46		
7-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
RAPPUM	RAPID PUMP & METER SERVICE	17-00685	Invoice # RSRI53672 Labor, etc	1,392.88	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	17-00719	#7598232 Cook & Cold Cooler	16.15	0.00	
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	17-00720	#14438012 Tank & Surcharge	432.67	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	17-00783	#16024:PMT. 15 OF 60 (FEB.)	75.00	0.00	
				1,916.70		
7-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
AMEWAT	AMERICAN WATER	17-00968	usage data 4000114776 03/31/17	387.56	0.00	
7-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	17-00825	#513404 Sludge Disposal	10,880.00	0.00	

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7-07-55-502-000-224 ACCWAS	SEWER UTILITY O/E: Sludge Removal ACCURATE WASTE REMOVAL SVCS.,	Continued 17-00979 #122394	Sludge Hauling	10,624.00 21,504.00	0.00	
7-07-55-502-000-230 MIRCHE	SEWER UTILITY O/E: Hypochlorite MIRACLE CHEMICAL CO.	17-00922 #24550	Sodium Hypochlorite	3,114.00	0.00	
7-07-55-502-000-231 EURQC	SEWER UTILITY O/E: Lab Supplies EUROFINS QC, INC.	17-00694 #1851621	Influent/Effluent	217.00	0.00	
7-07-55-502-000-233 POST	SEWER UTILITY OE: Postage POSTMASTER	17-00860	POSTAGE- SEWER BILLING 2017 Q2	2,000.00	0.00	
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				65,637.59		
Department Total: SEWER UTILITY O/E: OTHER EXPENSES:				65,637.59		
CAFR Total:				65,637.59		
Fund Total: SEWER UTILITY: BUDGET:				65,637.59		
Year Total:				351,206.50		
Fund: GENERAL CAPITAL FUND BUDGET:						
Department: Alternate Developer Ord #						
Extd: Recon Foot Bridge-Sunset Lake (Ord#3036)						
C-04-55-995-013-001 TMASSO	Recon Foot Bridge - 40A(Ord#3036/2016-1) T & M ASSOCIATES	16-02764	BLANKET FOOTBRIDGE	14,903.75	0.00	B
C-04-55-995-013-002 JEHAN	Reconstruct Foot Bridge (Ord#3036/2016-1) J.E. HANNON INC.	16-03259	BLANKET:REPLACEMENT OF SUNSET	85,926.40	0.00	B
Extd Total: Recon Foot Bridge-Sunset Lake (Ord#3036)				100,830.15		
Department Total: Alternate Developer Ord #				100,830.15		
Extd: 2015-39/Roadway and Sewer Improvements						
C-04-55-998-015-001 TMASSO	2015-39/Roadway & Sewer Improvmnts (40A) T & M ASSOCIATES	17-00854	LAF317435:2016 ROAD PROGRAM	52.56	0.00	C
C-04-55-998-015-006 BLAROC	2015-39/Roadway & Sewer Improvmnts City BLACK ROCK ENTERPRISES LLC	16-03663	2015 ROAD IMPROVEMENT PROGRAM	213,413.79	0.00	B
Extd Total: 2015-39/Roadway and Sewer Improvements				213,466.35		
Extd: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT						
C-04-55-998-162-003 THEBRO	2016-16/DPW VEHICLES/EQUIPMENT THE BROYHILL MANUFACTURING CO.	17-00317	2017 KUBOTA PERFORMANCE DIESEL	65,157.00	0.00	
C-04-55-998-162-005 SHIINT	2016-16/ADMIN EQUIPMENT,IMPROVEMENTS SHI INTERNATIONAL CORP	16-04218 #B06220685:	laptop	570.00	0.00	

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C-04-55-998-162-006	2016-16/OTHER VEHICLES & EQUIPMENT					
THEBRO	THE BROYHILL MANUFACTURING CO.	17-00317	2017 KUBOTA PERFORMANCE DIESEL	105,000.00	0.00	
	Extd Total: 2016-16/VARIOUS 2016 CAPITAL IMPROVEMENT			170,727.00		
Extd:	2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT					
C-04-55-998-163-001	2016-17/2016 ROADWAY IMPROVEMENTS (40A)					
TMASSO	T & M ASSOCIATES	16-03651	2015 ROAD PROJECT	27,287.08	0.00	B
	Extd Total: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT			27,287.08		
Extd:	Ord. 2016-28 4th Ave. Improvements					
C-04-55-998-164-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	16-03650	4TH AVE. RD. IMPROVEMENTS 2016	21,881.45	0.00	B
FRESOI	FREEHOLD SOIL CONSER.DIST.	17-00738	Application for Soil Erosion	4,050.00	0.00	
				25,931.45		
	Extd Total: Ord. 2016-28 4th Ave. Improvements			25,931.45		
Extd:	Ord. Acq. Var. Capital Items & Park Imp.					
C-04-55-998-165-004	Office Furniture/Equipment-Finance					
SHIINT	SHI INTERNATIONAL CORP	16-04394	#B05979976:LED MONITOR	1,745.07	0.00	
	Extd Total: Ord. Acq. Var. Capital Items & Park Imp.			1,745.07		
	Department Total:			439,156.95		
	CAFR Total:			539,987.10		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			539,987.10		
Fund:	SEWER CAPITAL FUND BUDGET:					
C-08-55-524-000-299	Ord#2910 Sanitary Swr Imp.CBD/Springwood					
TMASSO	T & M ASSOCIATES	17-00784	Reso. 2017-61 Engineering Svcs	3,399.25	0.00	B
	Extd Total:			3,399.25		
	Department Total:			3,399.25		
	CAFR Total:			3,399.25		
	Fund Total: SEWER CAPITAL FUND BUDGET:			3,399.25		
	Year Total:			543,386.35		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
T-17-71-850-850-813	Fire Safety Equipment					
SKYEQU	SKYLANDS AREA FIRE EQUIPMENT	17-00124	Firefighter Equipment	47,770.90	0.00	
	Extd Total:			47,770.90		
	Department Total:			47,770.90		
	CAFR Total:			47,770.90		
T-17-73-850-850-801	2016 CDBG - ADMINISTRATION					
CSCTRO	C.S.C. TROPHIES	17-00621	plaque for speaker	72.00	0.00	

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T-17-73-850-850-801	2016 CDBG - ADMINISTRATION		Continued			
CRAPRI	CRAFTMASTER PRINTING, INC.	17-00641	posters	144.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	17-00781	Black History Posters	65.00	0.00	
				281.00		
	Extd Total:			281.00		
	Department Total:			281.00		
	CAFR Total:			281.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			48,051.90		
Fund:	TRUST OTHER					
T-20-56-850-851-801	Reserve for Public Defender					
RICKEI	RICHARD M. KEIL	17-00736	2/16/17,2/17/17 superior court	500.00	0.00	
	Extd Total:			500.00		
T-20-56-850-893-801	Res for Afford Housing/Community Initiat					
DOWNEAR	DOWN TO EARTH, INC.	17-00859	PAYMENT #9	17,885.00	0.00	c
	Extd Total:			17,885.00		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
FWDSL	FWDSL & ASSOCIATES, LP	17-00697	PREMIUM TSC-16-00017	26,500.00	0.00	
TRYSTN	TRYSTONE CAPITAL ASSETS, LLC	17-00698	PREMIUM TSC-16-00116	1,000.00	0.00	
USBLIE	US BANK/LIEN LOGIC FUND I, LLC	17-00699	PREMIUM TSC-16-00119	400.00	0.00	
TRYSTN	TRYSTONE CAPITAL ASSETS, LLC	17-00700	PREMIUM TSC-16-00138	1,000.00	0.00	
TWRCST	TWR AS CST FOR EBURY FUND 1NJ	17-00701	PREMIUM TSC-14-00227	9,000.00	0.00	
TWRCST	TWR AS CST FOR EBURY FUND 1NJ	17-00702	PREMIUM TSC-16-00165	8,000.00	0.00	
USBLIE	US BANK/LIEN LOGIC FUND I, LLC	17-00703	PREMIUM TSC-16-00167	1,500.00	0.00	
FNANJ	FNA NJ, LLC	17-00704	PREMIUM TSC-16-00166	6,800.00	0.00	
USBLIE	US BANK/LIEN LOGIC FUND I, LLC	17-00705	PREMIUM TSC-16-00181	1,300.00	0.00	
FWDSL	FWDSL & ASSOCIATES, LP	17-00706	PREMIUM TSC-16-00190	68,200.00	0.00	
USBBV002	US BANK CUST BV002 TRST&CRDTRS	17-00707	PREMIUM TSC-16-00194	1,300.00	0.00	
USBLIE	US BANK/LIEN LOGIC FUND I, LLC	17-00708	PREMIUM TSC-16-00199	1,900.00	0.00	
MTAGCU	MTAG CUST FIG CAP INV NJ13,LLC	17-00709	PREMIUM TSC-16-00217	100.00	0.00	
MTAGCU	MTAG CUST FIG CAP INV NJ13,LLC	17-00710	PREMIUM TSC-16-00218	100.00	0.00	
USBLIE	US BANK/LIEN LOGIC FUND I, LLC	17-00711	PREMIUM TSC-16-00230	1,700.00	0.00	
FWDSL	FWDSL & ASSOCIATES, LP	17-00712	PREMIUM TSC-16-00251	1,000.00	0.00	
TRYSTN	TRYSTONE CAPITAL ASSETS, LLC	17-00713	PREMIUM TSC-16-00264	500.00	0.00	
USBANCUS	US BANK CUST FOR PHOENIX	17-00715	premium 3703/5.96 15-00312	5,000.00	0.00	
				135,300.00		
	Extd Total:			135,300.00		
	Department Total:			153,685.00		
	CAFR Total:			153,685.00		
	Fund Total: TRUST OTHER			153,685.00		

Attachment: Bill List 3.22.17 (2017-115 : Payment of Bills 3.22.17)

March 15, 2017
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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-043-000-299	210 5th Avenue(Salvation Army)					
INSENG	INSITE ENGINEERING	17-00810	Invoice 17959 salv. army	900.00	0.00	
	Extd Total:			900.00		
	Department Total:			900.00		
T-21-00-139-000-299	700 BANGS AVE(MLB CONST&MGMT)					
INSENG	INSITE ENGINEERING	17-00809	Invoice 17935 Linus Holdings	200.00	0.00	
	Extd Total:			200.00		
	Department Total:			200.00		
T-21-00-302-000-299	601 BANGS AVENUE(ASBURY BOND STREET,LLC)					
INSENG	INSITE ENGINEERING	17-00808	Invoice #17925	400.00	0.00	
INSENG	INSITE ENGINEERING	17-00811	Invoice #17960	155.00	0.00	
JACSER	JACK A. SERPICO	17-00901	Invoice PB2017-2	562.50	0.00	
				1,117.50		
	Extd Total:			1,117.50		
	Department Total:			1,117.50		
T-21-00-314-000-299	1183 MAIN STREET (PATRICK J. FASANO)					
INSENG	INSITE ENGINEERING	17-00856	Invoice #17937 Fasano	1,578.92	0.00	
	Extd Total:			1,578.92		
	Department Total:			1,578.92		
T-21-00-349-000-299	210 5TH/SALVATN.ARMY(PERF.GUAR.)(I-STAR)					
JACSER	JACK A. SERPICO	17-00901	Invoice PB2017-2	37.50	0.00	
	Extd Total:			37.50		
	Department Total:			37.50		
T-21-00-362-000-299	1101 MAIN STREET(PF PROPERTIES, LLC)					
TMASSO	T & M ASSOCIATES	17-00850	LAF317444 PF Properties	211.50	0.00	
	Extd Total:			211.50		
	Department Total:			211.50		
Department: RECREATION						
T-21-00-370-000-299	700 COOKMAN AVE(FIFTY-FOUR PIERREPONT)					
TMASSO	T & M ASSOCIATES	17-00851	LAF317445 700 Cookman	352.50	0.00	
	Extd Total:			352.50		
	Department Total:		RECREATION	352.50		

Attachment: Bill List 3.22.17 (2017-115 : Payment of Bills 3.22.17)

March 15, 2017
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CITY OF ASBURY PARK
Bill List By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-388-000-299	909 ASBURY AVENUE(H4 HOLDINGS, LLC)					
TMASSO	T & M ASSOCIATES	17-00813	LAF316071 H4 Holdings	1,128.00	0.00	
	Extd Total:			1,128.00		
	Department Total:			1,128.00		
T-21-00-392-000-299	520 PROSPECT AVE(INTERFAITH NEIGHBORS)					
STSHOR	ST SHORTHAND REPORTING SERVICE	17-00807	Invoice 632970	120.00	0.00	
	Extd Total:			120.00		
	Department Total:			120.00		
T-21-00-395-000-299	1108 4TH AVENUE(JOHN MULLING)					
JACSER	JACK A. SERPICO	17-00900	Invoice B2017-2 Zoning	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-397-000-299	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)					
INSENG	INSITE ENGINEERING	17-00812	Invoice #17932	3,115.00	0.00	
JACSER	JACK A. SERPICO	17-00901	Invoice PB2017-2	75.00	0.00	
				3,190.00		
	Extd Total:			3,190.00		
	Department Total:			3,190.00		
T-21-00-399-000-299	1130 SPRINGWOOD(INTERFAITH NEIGHBORS)					
INSENG	INSITE ENGINEERING	17-00806	Invoice #17930	200.00	0.00	
JACSER	JACK A. SERPICO	17-00901	Invoice PB2017-2	412.50	0.00	
				612.50		
	Extd Total:			612.50		
	Department Total:			612.50		
T-21-00-400-000-299	1107 MEMORIAL DRIVE(SEAVIEW INVESTMENTS)					
STSHOR	ST SHORTHAND REPORTING SERVICE	17-00807	Invoice 632970	250.00	0.00	
	Extd Total:			250.00		
	Department Total:			250.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			9,848.42		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			9,848.42		
	Year Total:			211,585.32		
Total Charged Lines: 302 Total List Amount: 1,129,149.53 Total Void Amount:				0.00		

Attachment: Bill List 3.22.17 (2017-115 : Payment of Bills 3.22.17)



RESOLUTION NO. 2017-116

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK APPOINTING THE ASBURY PARK BROWNFIELD ADVISORY COMMITTEE FOR THE EPA BROWNFIELDS AND PETROLEUM HAZARDOUS ASSESSMENT GRANTS

WHEREAS, the City of Asbury Park applied for and were granted in 2016 two EPA local grants Brownfields Hazardous Assessment and Petroleum Assessment for Springwood Avenue, Memorial Drive and Main Street; and

WHEREAS, the City needs to appoint an advisory committee in conjunction with the grant to advise the City on priority brownfield and petroleum sites; and

WHEREAS, the committee shall consist of residents, local business owners and city officials; and

WHEREAS, the committee builds off of the Springwood Avenue Brownfields Development Area advisory committee; and

WHEREAS, the committee will meet on an as needed basis.

NOW, THEREFORE, BE IT RESOLVED, that the City of Asbury Park hereby appoints the following people to the Asbury Park Brownfields Advisory Committee:

1. Angela Brown, Resident
2. Aimée McElroy, Resident/Business Owner
3. Eric Cohen, Resident
4. Derrick Griggs, Affordable Housing Alliance
5. Jesse Kendle, Councilman
6. Russell Lewis, Resident/Business Owner
7. Maureen Mulligan, Habitat for Humanity
8. Paul McEvily, Interfaith Neighbors
9. David Parreott, Resident
10. Michael Capabianco, City Manager, Asbury Park
11. Michele Alonso, Director of Planning and Redevelopment, Asbury Park,
Committee Chair

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-116 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CERTIFIED BY ME THIS 23rd DAY OF March, 2017.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2017-117

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

AUTHORIZING AN AGREEMENT WITH PASSPORT FOR A MOBILE PARKING APPLICATION

WHEREAS, the City of Asbury Park is a member of the National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, the NCPA has awarded Passport a competitively bid contract and said contract number 05-20; and

WHEREAS, Public Law 2011, c. 139 and subsequent Local Finance Notice (LFN) 2012-10 authorizes the use and subsequent implementation of national cooperatives; and

WHEREAS, the Passport has provided a month-to-month contract of no charge to the City and as per N.J.S.A 40A:11-5 this contract shall be for two years in length; and

WHEREAS, the contract term shall commence upon the date of the mutually agreed upon Notice to Proceed that shall be signed by Passport and the City Manager; and

WHEREAS, said contract is attached to this Resolutions; and

WHEREAS, the Parking Committee and Transportation Manager are recommending to the City Council to authorize the award for a mobile parking application to Passport; and

WHEREAS, Passport, as per LFN 2012-10 are required to supply a New Jersey Business Registration Certificate, a Statement of Corporate Ownership and EEO Compliance before the contract can be signed; and

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

WHEREAS, the City Clerk shall advertise this award as per the requirements in LFN 2012-10.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager to enter into an agreement with Passport as per NCPA Contract 05-20 for a mobile payment parking application.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-117 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CERTIFIED BY ME THIS 22nd DAY OF March, 2017.

CINDY A. DYE
CITY CLERK

SOFTWARE LICENSE AND SERVICE AGREEMENT

The following terms, including the terms and conditions found in all Exhibits (the “Agreement”), represent the full understanding of PassportParking, Inc. (“Passport”) and the Party named below (“Provider” and with Passport, the “parties” and each individually a “Party”). In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

I. GENERAL TERMS

Provider Legal Name:		Contact:	
Email:		Phone	
Provider Contact Address		Provider Billing Contact Address	
Offer Expiration:		If not accepted by Provider, this offer will expire on April 2, 2017	
Effective Date:			
NCPA: Provider is entering into this Agreement pursuant to Passport’s selection as a vendor for a Integrated Parking Management System and execution of Contract number 05-20 as a result of a competitive procurement managed by the National Cooperative Purchasing Association.			
Launch Delays: If Provider fails to launch the MPP, as applicable, within ninety (90) days after the Effective Date above, Provider will pay a monthly platform fee to Passport equal to the lesser of \$1,500.00 or any applicable monthly fee per platform (MPP) for which the launch has been delayed beyond ninety (90) days from the Effective Date.			
Services: Passport will provide services (the “Services”) and license all software, including all web and mobile applications and related documentation, (the “Software”) necessary for Provider to operate: a custom-branded mobile payment for parking program (“MPP”) which allows all parking customers in any parking facilities owned or managed by Provider (the “Premises”) the ability to pay for parking using a smartphone application or mobile web application; AND a digital permit platform (“DPP”) as described in Exhibit E.			
Governing State Law:		New Jersey	
Termination: Either Party may terminate this Agreement for convenience by providing sixty-days written notice to the non-terminating Party.			

II. MOBILE PAYMENT FOR PARKING TERMS

Equipment Provided by Passport:	Initial Signs: 1 per block face	Initial Decals: 1 per parking payment hardware device
Installation: Provider will be solely responsible for installing all signs and decals in the Premises. This obligation includes the responsibility to provide all hardware necessary to affix and display signs and decals, including without limitation, all hooks, poles, posts, brackets, screws, bolts, and nuts		
Marketing Services: Passport will provide the marketing services described in Exhibit C for the fees listed therein.		
Ancillary Fees: a) Zone setup fees of three dollars (\$3.00) per space have been <i>WAIVED</i> b) Initial Signage and Sticker fees have been waived up to unit prices of twenty dollars (\$20.00) per sign and three dollars (\$3.00) per decal c) Provider will pay a ten dollar (\$10.00) administrative fee over sign and shipping costs per sign for any replacement signs purchased through Passport d) Provider will pay a one dollar (\$1.00) administrative fee over decal and shipping costs per decal for any replacement decals purchased through Passport e) Passport will provide a design file to allow Provider to print replacement signs and decals f) Provider will reimburse Passport for any and all reasonable travel, lodging, and food expenses incurred by Passport employees while traveling at Provider's request. g) Provider will pay a custom design fee of one thousand five hundred dollars (\$1,500.00) for changes to the design of Passport's signs and decals. h) All other fees and charges contained in all other Exhibits		
Merchant Validation Program: Passport will provide the option for local merchants to validate parking in the Premises. Each merchant that wishes to issue validation codes to parking customers in the Premises will be required to create a prepaid account out of which validation payments will be made. Passport will be the merchant of record for these accounts, and any parking fees (excluding Passport per transaction fees) paid through validation by local merchants will be transferred to Provider in the form of bill credits each month		

III. FEES

Custom Design Services and Software Development Fees:	\$50,000.00 WAIVED
Per Transaction MPP Service and License Fee	\$0.25
Per Transaction MPP Custom Design Maintenance Fee:	\$0.05
Maximum Convenience Fee Passed through to Parking Customers:	\$0.30
DPP Service and License Fee Per Permit Per Month	\$1.00
Monthly Minimum MPP Fees:	WAIVED
Monthly Minimum: If the total per transaction fees paid to Passport as a result of Provider's use of the MPP during any month are less than the monthly minimum fees, then the Provider will pay the difference between the amount actually collected ("Paid") and the monthly minimum MPP fees ("Minimum") as follows: <i>Additional Amount Payable to Passport = Minimum - Paid</i>	
Merchant Processing Costs: Provider will be responsible for paying all merchant processing costs, including, without limitation, settlement fees, payment gateway fees, chargeback fees, and interchange reimbursement fees.	
Merchant of Record for Transactions:	Passport X Provider
Passport Merchant Processing Rate Per Transaction:	N/A
Payment Gateway Provider:	Passport X Other
Passport Gateway Fee Per Transaction:	N/A

This Software License and Service Agreement ("Agreement") is entered into, as of the Effective Date first written above, between PassportParking, Inc. and the Provider named above. This Agreement includes and incorporates the terms and conditions found in this document, the Standard Terms and Conditions found in Exhibit A, and the terms and conditions found in all other Exhibits hereto. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

PassportParking, Inc:

Provider:

By:

By:

Name:

Name:

Title:

Title:

EXHIBIT A**STANDARD TERMS AND CONDITIONS ATTACHMENT****SERVICE LEVELS**

PASSPORT WILL PROVIDE HOSTING FOR THE SOFTWARE IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS. PASSPORT'S SOLE AND EXCLUSIVE OBLIGATION IN THE EVENT OF AN ERROR OR INTERRUPTION OF THE SOFTWARE IS TO USE PASSPORT'S BEST EFFORTS TO RESTORE OR REPAIR THE SOFTWARE AS QUICKLY AS PRACTICABLE.

SYSTEM UPTIME

PASSPORT WILL PROVIDE THE SOFTWARE WITH UPTIME OF AT LEAST NINETY-NINE PERCENT (99%) CALCULATED OVER A ROLLING SIX-MONTH PERIOD ("UPTIME GUARANTEE"). FOR ANY MONTH DURING WHICH SYSTEM UPTIME DROPS BELOW THE UPTIME GUARANTEE, PASSPORT WILL PROVIDE A BILLING CREDIT IN AN AMOUNT EQUAL TO: THE PERCENTAGE DIFFERENCE BETWEEN A) THE LOWEST UPTIME REACHED AT ANY POINT DURING THE MONTH (CALCULATED ON A ROLLING SIX MONTH PERIOD) AND B) THE UPTIME GUARANTEE MULTIPLIED BY THE TOTAL FEES PAYABLE TO PASSPORT FOR SUCH MONTH. FOR EXAMPLE, IF DURING A GIVEN MONTH THE SOFTWARE UPTIME FELL AS LOW AS NINETY-FIVE PERCENT (95%) AND DURING THAT MONTH, THE FEES PAYABLE TO PASSPORT WERE ONE HUNDRED DOLLARS (\$100.00), PASSPORT WOULD ISSUE A BILLING CREDIT OF FOUR DOLLARS (\$4.00). FOR THE PURPOSES OF THIS AGREEMENT, UPTIME IS DEFINED AS ANY PERIOD OF TIME DURING WHICH END USERS OF THE SOFTWARE CAN USE THE SOFTWARE TO PAY FOR PARKING, PAY FOR MOBILE TICKETS, OR ISSUE PARKING CITATIONS, AS APPLICABLE.

DATA OWNERSHIP

PASSPORT HEREBY ACQUIRES A PERPETUAL LICENSE, SUBJECT TO REVOCATION BY END USERS, TO STORE, DISPLAY, TRANSMIT, AND USE ALL DATA PROVIDED BY PARKING CUSTOMERS AND ALL DATA STORED, CREATED, OR TRANSMITTED BY PASSPORT AS A RESULT OF ANY END USER'S USE OF ANY COMPONENT OF THE SOFTWARE, STRICTLY IN ACCORDANCE WITH PASSPORT'S PRIVACY POLICY, WHICH PASSPORT WILL PROVIDE UPON PROVIDER'S REQUEST AND WHICH PASSPORT RESERVES THE RIGHT TO UPDATE OR MODIFY FROM TIME

TO TIME. PASSPORT HEREBY ACQUIRES A NON-REVOCABLE PERPETUAL LICENSE TO STORE AND USE ANY DATA CREATED AS A RESULT OF THE PROVIDER'S USE OF THE SOFTWARE FOR ITS INTERNAL BUSINESS PURPOSES. UPON THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, PASSPORT WILL PROVIDE A COPY OF ALL DATA ASSOCIATED WITH END USERS AND THEIR ASSOCIATED TRANSACTIONS IN THE PREMISES TO PROVIDER IN A MUTUALLY AGREED MACHINE-READABLE FORMAT WITHIN THIRTY (30) DAYS AFTER RECEIPT OF A WRITTEN REQUEST FOR SUCH DATA FROM PROVIDER.

INTELLECTUAL PROPERTY

- (a) PROVIDER HEREBY ACQUIRES A REVOCABLE, NON-EXCLUSIVE, NON-ASSIGNABLE, NON-TRANSFERRABLE, AND NON-SUBLEASEABLE RIGHT AND LICENSE TO USE AND ACCESS THE SOFTWARE FOR ITS INTERNAL BUSINESS PURPOSES. ALL INTELLECTUAL PROPERTY RIGHTS INCLUDING, WITHOUT LIMITATION, TRADE NAMES, SOURCE CODE, TRADEMARKS, COPYRIGHTS, PATENTS, AND TRADE SECRETS, NOT EXPLICITLY GRANTED TO PROVIDER IN THIS AGREEMENT ARE RESERVED TO PASSPORT.
- (b) PROVIDER WILL NOT, DIRECTLY, INDIRECTLY, ALONE, OR WITH ANOTHER PARTY, (I) COPY, DISASSEMBLE, REVERSE ENGINEER, OR DECOMPILE THE SOFTWARE OR ANY SUBPART THEREOF; (II) MODIFY, CREATE DERIVATIVE WORKS BASED UPON, OR TRANSLATE THE SOFTWARE OR SOURCE CODE; (III) TRANSFER OR OTHERWISE GRANT ANY RIGHTS IN THE SOFTWARE OR SOURCE CODE IN ANY FORM TO ANY OTHER PARTY; (IV) ATTEMPT TO DO ANY OF THE FOREGOING OR CAUSE OR PERMIT ANY THIRD PARTY TO DO OR ATTEMPT TO DO ANY OF THE FOREGOING, EXCEPT AS EXPRESSLY PERMITTED HEREUNDER.

TECHNICAL SUPPORT

PROVIDER WILL FIELD ALL SUPPORT CALLS AND EMAILS FROM END-USERS. PASSPORT WILL PROVIDE SECOND TIER TECHNICAL SUPPORT TO END USERS WHERE PROVIDER'S SUPPORT REPRESENTATIVE IS UNABLE TO PROVIDE A SATISFACTORY RESOLUTION TO A END-USER SUPPORT INQUIRY AND REQUIRES ESCALATED TECHNICAL SUPPORT FROM PASSPORT. IN THIS CAPACITY AS PROVIDER'S ESCALATED TECHNICAL SUPPORT RESOURCE, PASSPORT WILL PROVIDE LIVE TELEPHONE SUPPORT MONDAY-FRIDAY FROM 9AM-5PM ET. PASSPORT WILL ALSO PROVIDE EMAIL SUPPORT. ALL EMAIL SUPPORT INQUIRIES WILL BE ANSWERED WITHIN TWO (2) HOURS DURING BUSINESS HOURS AND TWENTY-FOUR (24) HOURS DURING NON-BUSINESS HOURS. THESE HOURS APPLY ON ALL PASSPORT HOLIDAYS.

CUSTOM DESIGN REVISION FEES

FOR ANY CUSTOM DESIGN OR CONTENT ALTERATION SERVICES REQUESTED BY PROVIDER, INCLUDING WITHOUT LIMITATION, CUSTOMIZED SIGNAGE, CUSTOMIZED DECALS, CUSTOMIZED LOGOS, CUSTOMIZED WEBSITE CONTENT, CUSTOMIZED NOTIFICATION LETTER LANGUAGE, CUSTOMIZED PARKING CITATION LANGUAGE, OR ANY CUSTOM DESIGN WITHIN THE SOFTWARE PLATFORM, PASSPORT WILL PROVIDE A PROOF OF CONCEPT DESIGN. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF THAT INITIAL PROOF OF CONCEPT BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER PROOF OF CONCEPT REVISION FOR EACH REQUESTED REVISION THEREAFTER. AFTER PROVIDER'S ACCEPTANCE OF THE PROOF OF CONCEPT, PASSPORT WILL CREATE A FINAL DESIGN DRAFT. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF THAT FINAL DESIGN DRAFT BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER FINAL DESIGN REVISION THEREAFTER. THE FEES IN THIS SECTION WILL NOT NEGATE THE APPLICABILITY OF ANY OTHER FEE PAYABLE FOR CUSTOM DESIGN SERVICES, INCLUDING ANY PRIVATE LABEL FEES, CUSTOM DEVELOPMENT FEES, OR CUSTOM SIGNAGE FEES.

TRANSLATION SERVICES

IF PROVIDER REQUESTS THAT PASSPORT PROVIDE A VERSION OF ANY

MOBILE APPLICATION OR MOBILE WEB APPLICATION INCLUDED IN THE SOFTWARE IN ANY LANGUAGE OTHER THAN ENGLISH, PROVIDER WILL PAY A ONE THOUSAND FIVE HUNDRED DOLLAR FEE (\$1,500.00) FOR PASSPORT TO PERFORM OR SUBCONTRACT THE NECESSARY TRANSLATION SERVICES. PASSPORT WILL PROVIDE AN INITIAL VERSION OF ALL TRANSLATED TEXT. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF SUCH TRANSLATION BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER REVISION FOR EACH REQUESTED REVISION THEREAFTER.

WALLET SERVICES

PROVIDER MAY ELECT TO PROVIDE PARKING CUSTOMERS WITH A VIRTUAL WALLET (A "WALLET PROGRAM"). WITH A WALLET PROGRAM, PARKING CUSTOMERS WOULD BE REQUIRED TO PREPAY FUNDS INTO A WALLET ACCOUNT FOR THE PAYMENT OF FUTURE PARKING FEES AND/OR TRANSIT TICKET FARES.

MARKETING SERVICES

THE MARKETING AND PUBLIC RELATIONS SERVICES AND MATERIALS, IF ANY, PROVIDED BY PASSPORT AND ANY OPTIONAL MARKETING SERVICES, INCLUDING ASSOCIATED FEES, CAN BE FOUND IN EXHIBIT C OF THIS AGREEMENT. THE MARKETING SERVICES TO BE PERFORMED BY PROVIDER AT PROVIDER'S SOLE COST, IF ANY, CAN BE FOUND IN EXHIBIT D.

PUBLIC RELATIONS COOPERATION

THE PARTIES HEREBY AGREE THAT EACH PARTY WILL HAVE THE RIGHT TO DISCUSS AND DISPLAY QUALITATIVE INFORMATION REGARDING THE PARTIES' RELATIONSHIP. THE PARTIES FURTHER AGREE THAT PRIOR TO ANY DISCLOSURE OF ANY QUANTITATIVE INFORMATION REGARDING THE PARTIES' RELATIONSHIP, THE UTILIZATION OF THE SOFTWARE, OR ANY OTHER ELEMENT OF THE PARTIES' RELATIONSHIP, THE DISCLOSING PARTY MUST OBTAIN THE WRITTEN PERMISSION OF THE NON-DISCLOSING PARTY.

PAYMENT GATEWAY

PROVIDER MUST SUPPLY A PAYMENT GATEWAY FOR THE PAYMENT OF ALL FEES BY END USERS, AND PROVIDER WILL BEAR ALL COSTS ASSOCIATED WITH PROVIDING SUCH PAYMENT GATEWAY, INCLUDING ALL PER TRANSACTION COSTS. PASSPORT CAN

PROVIDE SUCH GATEWAY SERVICES TO PROVIDER. EXHIBIT B CONTAINS A LIST OF PAYMENT GATEWAYS SUPPORTED BY PASSPORT. FOR ALL OTHER PAYMENT GATEWAYS, PASSPORT WILL CHARGE A TWO HUNDRED AND FIFTY DOLLAR (\$250.00) PER DEVELOPMENT HOUR NECESSARY TO PERFORM NECESSARY INTEGRATIONS.

REFUNDS AND DISCOUNTS

PASSPORT AGREES TO FOREGO OR RETURN, AS APPLICABLE, ITS PER TRANSACTION FEES FOR ANY REFUND GRANTED BY PROVIDER. PROVIDER WILL BE RESPONSIBLE FOR REIMBURSING PASSPORT FOR ALL MERCHANT PROCESSING FEES, INCLUDING WITHOUT LIMITATION PAYMENT GATEWAY FEES, SETTLEMENT FEES, AND INTERCHANGE REIMBURSEMENT FEES, IF ANY, INCURRED BY PASSPORT FOR ALL TRANSACTIONS, INCLUDING REFUNDED TRANSACTIONS.

INVOICING

PASSPORT WILL SEND MONTHLY INVOICES TO PROVIDER BY THE TENTH DAY OF EACH MONTH FOR ALL FEES PAYABLE TO PASSPORT THAT ACCRUED DURING THE PRECEDING MONTH. IF PROVIDER FAILS TO REMIT PAYMENT ACCORDING TO SUCH INVOICES WITHIN THIRTY (30) DAYS AFTER THE DATE ON THE INVOICE, PASSPORT WILL HAVE THE RIGHT TO SUSPEND PROVIDER'S ACCESS TO THE SOFTWARE.

SCHEDULED MAINTENANCE

IF PASSPORT PLANS TO PERFORM ANY SCHEDULED MAINTENANCE DURING BUSINESS HOURS, PASSPORT WILL PROVIDE NOTICE TO PROVIDER AT LEAST TWENTY-FOUR (24) HOURS IN ADVANCE OF THE COMMENCEMENT OF SUCH SCHEDULED MAINTENANCE. FOR THE PURPOSE OF THIS SECTION, "BUSINESS HOURS" MEANS MONDAY THROUGH FRIDAY BETWEEN 9 AM EASTERN TIME AND 5 PM EASTERN TIME.

PRODUCT UPDATES

ANY SYSTEM-WIDE IMPROVEMENTS OR MODIFICATIONS MADE BY PASSPORT TO THE SOFTWARE PLATFORM WILL BE PROMPTLY PROVIDED TO PROVIDER AND WILL AUTOMATICALLY BE SUBJECT TO THE TERMS OF THIS AGREEMENT. THE PROVIDER MAY REQUEST NEW FEATURES OR FUNCTIONALITY TO BE BUILT INTO THE SYSTEM, AND, TO THE EXTENT THAT PASSPORT PLANS TO INCORPORATE SUCH REQUESTED NEW FEATURES OR FUNCTIONALITY INTO THE SOFTWARE, PASSPORT WILL DEVELOP SUCH

FEATURES AND FUNCTIONALITY AT NO COST TO THE PROVIDER. IF THE PROVIDER DESIRES TO EXPEDITE SUCH DEVELOPMENT, PASSPORT MAY, AT ITS SOLE DISCRETION, CHARGE PROVIDER AN EXPEDITE FEE OF TWO HUNDRED DOLLARS (\$200.00) PER DEVELOPMENT HOUR NECESSARY TO DEVELOP THE REQUESTED FEATURES OR FUNCTIONALITY. IF THE PROVIDER'S REQUESTED FEATURES OR FUNCTIONALITY ARE CREATED FOR THE PROVIDER'S USE AND NOT INCORPORATED INTO THE SOFTWARE, PASSPORT MAY, AT ITS SOLE DISCRETION, CHARGE PROVIDER CUSTOM DEVELOPMENT FEE OF TWO HUNDRED AND FIFTY DOLLARS (\$250.00) PER HOUR FOR THE DEVELOPMENT OF SUCH FEATURES OR FUNCTIONALITY AND A MONTHLY MAINTENANCE FEE THAT WILL BE MUTUALLY AGREED BETWEEN THE PARTIES AND REDUCED TO A WRITTEN ADDENDUM TO THIS AGREEMENT THAT THE PARTIES MUST EXECUTE.

THE PARTIES AGREE THAT PROVIDER MAY REQUEST A CHANGE TO THE SOFTWARE THAT INVOLVES THE ADDITION OF FUNCTIONALITY ALREADY AVAILABLE AS A COMPONENT OF ANOTHER PRODUCT WITHIN PASSPORT'S GENERAL TECHNOLOGY, INCLUDING CITATION MANAGEMENT TECHNOLOGY, AND IN THE EVENT THAT PASSPORT RECEIVES SUCH A REQUEST FROM PROVIDER, PASSPORT WILL PROVIDE AN ADDENDUM HERETO INCLUDING THE INCREASE IN FEES ATTRIBUTABLE TO THE ADDITION OF SUCH ADDITIONAL FUNCTIONALITY AND ANY APPLICABLE SERVICE OR LEGAL TERMS. PROVIDER AGREES THAT IT HAS THE RIGHT TO MAKE SUCH A REQUEST AND EXECUTE SUCH ADDENDUM WITHOUT THE NEED FOR FURTHER COMPETITIVE BIDDING.

PIGGYBACK PROCUREMENTS

PROVIDER WILL ALLOW ANY PUBLIC AGENCY LOCATED IN THE UNITED STATES TO PURCHASE, AND PASSPORT TO OFFER TO THOSE PUBLIC AGENCIES, A SUBSTANTIALLY SIMILAR MOBILE PAY PROGRAM AT THE SAME PRICE AND UNDER THE SAME CONDITIONS AGREED UPON IN THIS AGREEMENT BETWEEN THE PARTIES, WITHOUT ANY FURTHER COMPETITIVE BIDDING, TO THE EXTENT PERMITTED BY LAW. EACH PUBLIC AGENCY WILL EXECUTE ITS OWN CONTRACT WITH PASSPORT FOR ITS REQUIREMENTS, FUNDING SUCH SERVICE OUT OF ITS OWN FUNDING SOURCES. PROVIDER SHALL NOT INCUR ANY FINANCIAL RESPONSIBILITY IN CONNECTION

WITH PASSPORT'S CONTRACTING WITH SUCH OTHER PUBLIC AGENCIES FOR SUCH SERVICES.

CAPACITY

PROVIDER REPRESENTS AND WARRANTS THAT IT HAS OBTAINED OR WILL OBTAIN ALL LICENSES AND AUTHORIZATIONS NECESSARY TO LICENSE THE SOFTWARE. PROVIDER FURTHER REPRESENTS AND WARRANTS THAT THE SIGNER OF THIS DOCUMENT HAS THE AUTHORITY TO BIND PROVIDER TO THE TERMS HEREIN.

CONFIDENTIALITY.

PROVIDER AND PASSPORT AGREE TO TREAT ALL INFORMATION FURNISHED, OR TO BE FURNISHED, BY OR ON BEHALF OF THE OTHER PARTY AND INFORMATION ANALYSES, SUMMARIES AND OTHER WORK PRODUCT DERIVED FROM SUCH INFORMATION (COLLECTIVELY, THE "INFORMATION") IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION AND TO TAKE, OR ABSTAIN FROM TAKING, ALL ACTIONS SET FORTH HEREIN. THE INFORMATION WILL BE USED SOLELY IN CONNECTION WITH THE CONSUMMATION OF THIS AGREEMENT BETWEEN PASSPORT AND PROVIDER AND PROVIDER'S USE AND OPERATION OF THE SOFTWARE, AND WILL BE KEPT CONFIDENTIAL BY THE PROVIDER AND PASSPORT AND EACH PARTY'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ADVISORS; PROVIDED, HOWEVER, THAT

- (a) ANY OF SUCH INFORMATION MAY BE DISCLOSED TO OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND ADVISORS WHO NEED TO KNOW SUCH INFORMATION TO EXECUTE THIS AGREEMENT AND/OR EFFECTIVELY USE THE SOFTWARE (SO LONG AS SUCH PERSONS ONLY USE OR DISCLOSE SUCH INFORMATION IN THE MANNER PERMITTED IN THIS SECTION), AND
- (b) SUCH INFORMATION MAY BE DISCLOSED TO THE EXTENT REQUIRED BY LAW, INCLUDING ANY OPEN RECORDS LAW, OPEN MEETINGS LAW, OR ANY OTHER LOCAL PUBLIC DISCLOSURE LAW APPLICABLE TO PROVIDER, AND
- (c) UPON THE REQUEST OF PROVIDER OR PASSPORT, THE OTHER PARTY WILL DESTROY OR RETURN TO PASSPORT ALL MATERIAL CONTAINING OR REFLECTING THE

INFORMATION, TO THE EXTENT PERMITTED BY LAW.

LABOR STRIKES

IN THE EVENT THAT PASSPORT IS UNABLE TO PROVIDE SERVICE OR PROVIDER CEASES TO OPERATE IN THE ORDINARY COURSE OF BUSINESS DUE TO A LABOR STRIKE OF PROVIDER'S EMPLOYEES OR THE EMPLOYEES OF ANY OF PROVIDER'S SUBCONTRACTORS OR AFFILIATES (COLLECTIVELY, "PROVIDER'S EMPLOYEES") AND SUCH INABILITY OF PASSPORT TO PROVIDE SERVICES OR CESSATION OF OPERATIONS IN THE ORDINARY COURSE OF BUSINESS BY PROVIDER HAS A MATERIAL NEGATIVE IMPACT ON THE FEES DUE TO PASSPORT FOR ANY MONTH, PROVIDER WILL COMPENSATE PASSPORT IN AN AMOUNT EQUAL TO THE AVERAGE FEES PAID TO PASSPORT DURING THE THREE (3) MOST RECENT MONTHS DURING WHICH THERE WAS NO MATERIAL NEGATIVE IMPACT OF ANY LABOR STRIKE ON THE FEES PAID BY PROVIDER TO PASSPORT. FOR THE PURPOSES OF THIS SECTION, A MATERIAL NEGATIVE IMPACT WILL BE DEFINED AS ANY DIMINUTION OF MONTHLY FEES PAYABLE TO PASSPORT OF AT LEAST FIFTEEN PERCENT (15%) COMPARED TO THE FEES PAID BY PROVIDER TO PASSPORT FOR SERVICES AND SOFTWARE PROVIDED DURING THE MOST RECENT MONTH DURING WHICH THERE WAS NO ACTIVE LABOR STRIKE OF PROVIDER'S EMPLOYEES. A MATERIAL NEGATIVE IMPACT WILL BE CONSTRUED TO HAVE OCCURRED DUE TO A LABOR STRIKE IF A MATERIAL NEGATIVE IMPACT OCCURS DURING A MONTH DURING WHICH PROVIDER'S EMPLOYEES ARE PARTICIPATING IN A LABOR STRIKE.

FORCE MAJEURE

NEITHER PASSPORT NOR PROVIDER WILL BE HELD LIABLE FOR ANY DELAY OR OMISSION IN PERFORMANCE OF THEIR DUTIES UNDER THIS AGREEMENT CAUSED BY CAUSES BEYOND THEIR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, ACTS OF THE PUBLIC ENEMY, FIRES, NATURAL DISASTERS, WARS, OR RIOTS (EACH A "FORCE MAJEURE EVENT").

EFFECT OF TERMINATION

IN THE EVENT THAT THIS AGREEMENT IS TERMINATED BY EITHER PARTY AS SET FORTH ABOVE, PROVIDER WILL PAY ALL FEES ESTABLISHED ABOVE FOR SERVICES RENDERED BY PASSPORT PRIOR TO TERMINATION.

DISCLAIMER

THE SOFTWARE IS PROVIDED TO PROVIDER BY PASSPORT “AS IS” AND WITH ALL FAULTS. PROVIDER ACKNOWLEDGES AND AGREES THAT PASSPORT BEARS NO LIABILITY FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY WITHIN THE SOFTWARE EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF, OR IN CONNECTION WITH THE SOFTWARE AND RELATED SERVICES TO BE PERFORMED PURSUANT TO THIS AGREEMENT.

SEVERABILITY.

WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT WILL BE INTERPRETED AND CONSTRUED TO BE VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THE AGREEMENT IS FOUND TO VIOLATE APPLICABLE LAW, THE VIOLATING PROVISION WILL BE INEFFECTIVE ONLY TO THE EXTENT THAT IT VIOLATES THE LAW, WITHOUT INVALIDATING THE REMAINDER OF THE SECTION CONTAINING THE VIOLATING PROVISION OR ANY OTHER PROVISIONS OR SECTIONS OF THIS AGREEMENT.

ASSIGNMENT

THIS AGREEMENT AND ALL OF ITS PROVISIONS WILL BE BINDING UPON AND INURE TO THE BENEFIT OF THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNEES. NEITHER PASSPORT NOR PROVIDER MAY ASSIGN ANY RIGHTS, INTERESTS, OR OBLIGATIONS HEREUNDER WITHOUT PRIOR WRITTEN CONSENT OF THE OTHER PARTY, PROVIDED, HOWEVER, THAT PASSPORT MAY, WITHOUT SUCH WRITTEN CONSENT, ASSIGN THIS AGREEMENT AND ITS RIGHTS AND DELEGATE ITS OBLIGATIONS HEREUNDER IN CONNECTION WITH THE TRANSFER OR SALE OF ALL OR SUBSTANTIALLY ALL OF ITS ASSETS OR BUSINESS RELATED TO THIS AGREEMENT, OR IN THE EVENT OF ITS MERGER, CONSOLIDATION, CHANGE IN CONTROL OR SIMILAR TRANSACTION. ANY PERMITTED ASSIGNEE SHALL ASSUME ALL ASSIGNED

OBLIGATIONS OF ITS ASSIGNOR UNDER THIS AGREEMENT. ANY PURPORTED ASSIGNMENT IN VIOLATION OF THIS SECTION SHALL BE VOID AND OF NO EFFECT.

CONTRACTUAL SILENCE

IF THE AGREEMENT FAILS TO ADDRESS A CONDITION, OBLIGATION, BENEFIT, OR OTHER TERM NECESSARY TO SUFFICIENTLY DEFINE THE RELATIONSHIP BETWEEN THE PARTIES OR RESOLVE A DISAGREEMENT OR CONFLICT REGARDING THE INTERPRETATION OR CONSTRUCTION OF THIS AGREEMENT, THE PARTIES AGREE TO REASONABLY COOPERATE TO DRAFT A MUTUALLY AGREEABLE AMENDMENT THAT CLARIFIES THE DUTIES, RIGHTS, AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT.

AMENDMENTS

THE PARTIES MAY NOT AMEND OR MODIFY THIS AGREEMENT EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY THE PARTIES (AN “AMENDMENT”).

CURRENCY

UNLESS OTHERWISE SPECIFIED IN THE AGREEMENT, ALL FEES AND OTHER MONETARY AMOUNTS ARE IN UNITED STATES DOLLARS.

WHERE ANY MONETARY AMOUNT IN THE CONTRACT IS EXPLICITLY STATED IN A CURRENCY OTHER THAN UNITED STATES DOLLARS, THE EXCHANGE RATE WILL BE FIXED AT THE FOREIGN EXCHANGE RATE PUBLISHED BY THE UNITED STATES FEDERAL RESERVE FOR THE EFFECTIVE DATE (THE “INITIAL EXCHANGE RATE”). IN THE EVENT THAT THE APPLICABLE EXCHANGE RATE PUBLISHED BY THE UNITED STATES FEDERAL RESERVE FOR ANY DAY DURING THE TERM (THE “CURRENT INTEREST RATE”) DEVIATES BY MORE THAN TEN PERCENT (10%) FROM THE INITIAL EXCHANGE RATE, THE PARTIES AGREE THAT THE INITIAL RATE WILL BE ADJUSTED BY FIVE PERCENTAGE TOWARDS THE CURRENT INTEREST RATE. THE EXCHANGE RATE UNDER THIS AGREEMENT AFTER SUCH ADJUSTMENT (THE “ADJUSTED RATE”) WILL REMAIN IN EFFECT UNLESS AND UNTIL THE CURRENT INTEREST RATE AND THE ADJUSTED INTEREST RATE DIFFER BY MORE THAN TEN PERCENT (10%), IN WHICH CASE THE ADJUSTED RATE WILL BE ADJUSTED ACCORDING TO THE PROCESS SET FORTH ABOVE FOR ADJUSTING THE INITIAL EXCHANGE RATE.

COOPERATE

IF EITHER PROVIDER OR PASSPORT HAS A CLAIM, DISPUTE, OR OTHER MATTER IN QUESTION FOR BREACH OF DUTY, OBLIGATIONS, SERVICES RENDERED OR ANY WARRANTY THAT ARISES UNDER THIS AGREEMENT, THE PARTIES AGREE TO COOPERATE TO ACHIEVE A MUTUALLY BENEFICIAL RESOLUTION OF SUCH MATTER. IF AFTER SIXTY (60) DAYS THE DISPUTE REMAINS UNRESOLVED, THE PARTIES MAY PURSUE OTHER REMEDIES.

INDEPENDENT CONTRACTOR

PASSPORT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OR EMPLOYEE OF PROVIDER. NO AGENCY, PARTNERSHIP, FRANCHISE, JOINT VENTURE, OR EMPLOYMENT RELATIONSHIP EXISTS BETWEEN PASSPORT AND PROVIDER. PASSPORT'S EMPLOYEES AND AGENTS WILL NOT BE EMPLOYEES OR AGENTS OF PROVIDER. PASSPORT SHALL BE FULLY AND SOLELY RESPONSIBLE FOR THE SUPERVISION, CONTROL, PERFORMANCE, COMPENSATION, BENEFITS (INCLUDING, WITHOUT LIMITATION, ALL FORMS OF INSURANCE) WITHHOLDINGS, HEALTH AND SAFETY OF ALL OF ITS EMPLOYEES AND AGENTS. PROVIDER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY WITHHOLDING TAXES OR CONTRIBUTIONS TO STATE WORKER'S COMPENSATION, UNEMPLOYMENT OR OTHER FUNDS OR PROGRAMS.

LIMITATION OF LIABILITY

IN NO EVENT WILL PASSPORT BE LIABLE TO PROVIDER FOR ANY LOST PROFITS, LOST SAVINGS, OR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF PROVIDER USE OR INABILITY TO USE THE PRODUCT OR THE BREACH OF THIS AGREEMENT, EVEN IF PASSPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTICES

ALL NOTICES, CONSENTS, AND COMMUNICATIONS REQUIRED HEREUNDER SHALL BE GIVEN IN WRITING AND DELIVERED VIA ELECTRONIC MAIL OR MAIL, SHALL BE DEEMED TO BE GIVEN UPON RECEIPT

THEREOF, AND SHALL BE SENT TO THE ADDRESS BELOW:

PASSPORT
1300 S. MINT STREET
SUITE 200
CHARLOTTE, NC 28203

EMAIL: BEN.WINOKUR@GOPASSPORT.COM

ENTIRE AGREEMENT

THIS AGREEMENT REPRESENTS THE FULL AND COMPLETE UNDERSTANDING OF THE PARTIES AND SUPERSEDES ANY AND ALL PRIOR AGREEMENTS.

EXHIBIT B
SUPPORTED PAYMENT GATEWAYS

1. Authorize.net
2. Converge
 - Elavon Gateway Product
3. FirstData Direct Connect
4. Internet Secure
5. Moneris
6. Point and Pay

EXHIBIT C

Marketing Packages

Passport offers various marketing packages to augment the launch of your mobile app. Please review carefully and choose the option that best fits your needs.

-
- **Standard** **\$0**
 - Media press release
 - Social media posts from Passport accounts
 - Market subscription to our “The Latest from Passport” newsletter to stay up-to-date on industry news and best practices from others in the industry
 - Includes a feature in Passport client newsletter
 - Transition services from alternative mobile payment provider (if applicable)
 - E-mail blast to 10,000 users included (additional bands of 10,000 users: \$250)
 - 1,000 transition fliers for on-site distribution
 - **Bronze** **\$1,000**
 - *Includes Standard Package plus:*
 - 2,000 Marketing handout flyers (5x3) (additional 500 flyers: \$250)
 - 2,000 Marketing flyer (8.5x11) (additional 500 flyers: \$250)
 - 2 Social media image ad concepts
 - National Press distribution
 - 1,000 promotional code handouts (promotional budget not included)
 - **Silver** **\$2,500**
 - *Includes Bronze Package plus:*
 - Promotional landing web page
 - 1 specialty item design (ex: coaster, koozies, t-shirt, etc)
 - Order cost not included
 - 2 Email image concepts + body text
 - Design of (1) print ad (placement not included)
 - **Gold** **\$5,000**
 - *Includes Silver Package plus:*
 - Street team coordination (festivals, concerts, etc)
 - Geo targeted digital advertising coordination
 - Podcast with city official (to be chosen / selected by the city)
 - Additional specialty item design
 - Order cost not included
 - How-to video
 - **Platinum** **\$7,500**
 - *Includes Gold Package plus:*

- Promotional video
- Multi-page website
- Ongoing local media and blogger outreach (max 12 months)
- Any out of home design (billboards, sandwich boards, etc)

All materials and services provided hereunder are subject to the terms, limitations, and costs found in the Custom Design Revision Fees section of Exhibit A. For any additional services requested beyond the services provided under the Provider's chosen marketing package, Passport will charge a marketing services fee of one hundred and twenty-five dollars (\$125.00) per hour necessary to fulfill such Provider request. The minimum number of hours for the purpose of calculating the marketing services fee for any request is one hour.

EXHIBIT D**MARKETING SERVICES PROVIDED BY PROVIDER**

- Distribute information handouts that speak to the flow of the application for the first thirty (30) days after launch.
- Distribute promotional materials, which may include parking fee discount codes
- Incorporate Passport information on Provider's website, specifically in any section that concerns parking.
- Add information around the system to all internal and external Provider newsletters or publications.
- Inform all Provider staff about the application so that they can field questions on the program and spread awareness.
- Include a prompt to download the Passport Parking application on all citations issued through the Provider's citation management provider.

EXHIBIT E

DPP SCOPE OF SERVICES

Digital Permitting Platform (DPP) Scope

1. Overview and definitions
 1. The DPP product revolves around a digital, license plate-based permitting solution that integrates with Passport's OpsMan Mobile enforcement product (Citation Management Platform). DPP includes secondary support for physical permit management whereby the Provider can update permit records with operational information. Passport does not offer physical permit fulfillment, including but not limited to printing, mail service and mailing management.
 2. User - The permit applicant, permit holder, parker
 3. Employer - Provider's authorized clients for corporate management of Employee accounts
 4. Employee - A type of User who is partially managed by an Employer
 5. RMCPay - Online interface for User (RMC: "Resolve My Citation")
 6. OpsMan Web - Back-office management and reporting solution
 7. OpsMan Mobile - Android application which can be used to determine permit validity and may be used for citation management, as a part of the Citation Management Platform
 8. Administrator - Provider or Employer manager in OpsMan Web
2. Permits can be configured with the following attributes.
 1. Permit availability is public-facing on RMCPay.
 1. Back office private permit management and issuance outside of the RMCPay User flow is available.
 2. Zone-based availability and pricing is configurable. One or more distinct permit types can be tied to one or more distinct locations (lots, zones).
 3. Permits can be configured as a fixed period or on a recurring cycle.
 1. A fixed period is a one-time event defined by a discrete starting calendar date to ending calendar date range. It is often for seasonal or one-time extended access.
 1. E.g. A "Summer" seasonal permit: May 15 through September 15
 2. E.g. A special event permit, such as a conference: March 3 through March 5.
 2. A recurring cycle starts on any date and has a defined recurrence period such as a week, month, quarter or year.
 1. Defined cycles are discretely tied to blocks of days, including but not limited to whole years, quarters, months and weeks.
 1. E.g. Calendar monthly cycles, e.g. January, February, March, ... November, December
 2. E.g. Quarterly calendar cycles, e.g. Q1 (January - March), Q2, Q3, Q4
 2. Rolling cycles can be defined by day, week and month durations which begin at the time of purchase or approval.
 1. E.g. An annual cycle that begins on the date of approval and expires by that month and day in following year, e.g. May 16, 2017 to May 15, 2018

2. E.g. A 30-day cycle that begins on the date of approval (day one) and expires on the 30th day, e.g. January 2 - January 31.
4. Provider may allow Users/Employers (as applicable) to purchase permits for a given permit cycle prior to the commencement of such cycle. However, the permit purchasing period for a given cycle may only begin after the first day of the immediately preceding permit purchase cycle.
 1. E.g. A recurring monthly permit may be configured to be made available for purchase 31 days before the month begins. If the User is attempting to purchase a permit on January 31, only the January and February permits would be available despite January 31 being within 31 days of the March cycle.
5. Permit purchases can be pro-rated by day and by pre-defined blocking schemes for recurring and fixed cycle permits.
 1. Pro-rating by day is determined by calculating the fee of the total permit cycle less the days remaining in it. The fee is rounded to the nearest cent.
 1. E.g. A \$30 monthly permit for the month of March (30 days) purchased on the 11th would incur a \$20 charge as there are 20 days remaining (11-30) in the 30-day month.
 2. Provider may define a block pro-rating scheme. A permit cycle can be defined by a quantity of intervals, e.g. four weeks or three months. The block pro-rating occurs in those discrete intervals.
 1. E.g. In a permit cycle defined by a four week length, there are four one-week blocks. Purchasing a permit during the first week will incur the entirety of the permit fee. Purchasing a permit during the second week will incur $\frac{3}{4}$ of the permit fee. Purchasing a permit during the third week will incur $\frac{1}{2}$ of the permit fee. Purchasing a permit during the fourth and final week will incur $\frac{1}{4}$ of the permit fee.
 2. E.g. In a permit cycle defined by a three month length, there are three one-month blocks. Purchasing a permit during the first month will incur the entirety of the permit fee. Purchasing a permit during the second month will incur $\frac{2}{3}$ of the permit fee. Purchasing a permit during the third and final month will incur $\frac{1}{3}$ of the permit fee.
 3. Passport may review Provider's proposed alternative block pro-rating scheme. Passport retains the sole discretion to decide whether to create any requested custom report. Passport will charge a development fee for any custom reports created.
6. Digital permits enable the application of a permit to multiple vehicles. Provider may determine the configuration for a vehicle limit. If multiple vehicle support is enabled, OpsMan Mobile can detect the presence of a potential abuser who parks multiple registered vehicles in a permit area simultaneously.
7. Provider may define parameters for User auto-renewal and renewal payment confirmations. These parameters extend to all of the Provider's Employer accounts, i.e. one Employer may not have auto-renewal disabled if the Provider configuration has auto-renewal enabled.
 1. If a Provider has enabled auto-renewal, Users may opt in to auto-renewal. Opting in to auto-renewal requires opting into renewal reminders as well. Employers may manage Employee renewal privileges and revoke renewal ability and immediate permit use.

2. Whether or not auto-renewal is enabled, Users not on an auto-renewal schedule will receive an email notification to extend a permit.
8. Permits can have quantity limits and waitlisting rules.
 1. A permit quantity limit can be applied to any combination of permit type, recurring defined cycle and zone/lot.
 2. A permit limit is required for waitlist implementation. Waitlists have the following attributes:
 1. Available at any combination of zone, permit and recurring defined cycle type levels. (Same parameters as § 2.8.1)
 2. Users can see their approximate waitlist position in RMCPay before applying for a permit or while on the waitlist itself after applying for a permit.
 3. Permits can be automatically available when an existing permit holder drops from renewal. The DPP can send one email notification to the next User in the waitlist queue to take action.
 4. A time limit to act on waitlist availability may be configured. E.g. a User may have up to 10 calendar days to respond to the waitlist notification before missing the permit application opportunity.
 5. Administrators (Provider and, if applicable, Employers) can view and manage waitlists in OpsMan Web. Administrators can manually:
 1. Remove Users from waitlist
 2. Move Users' positions in the waitlist queue
 3. Allow Users to skip the waitlist
3. End-User Information
 1. Passport's front-end site for permitting is called RMCPay. It is used for citation management as well and its name is derived from "Resolve My Citation." Provider must define and Passport must review and authorize a subdomain to be used for a web-based permit point of sale on rmcpay.com, e.g. "providertoperationname" in providertoperationname.rmcpay.com.
 1. Provider should provide a high-resolution logo that Passport must review and authorize for use on the RMCPay site.
 2. Default visual configuration is limited to a two-color scheme.
 3. All copy on the site is customizable and must be defined before implementation.
 1. Provider should provide Frequently Asked Question (FAQ) copy. Passport may provide generic FAQ copy for Provider's use and modification. Provider should provide its own publicly-facing email contact. Provider should provide its own publicly-facing support phone number.
 2. Permit User information is collected in two categories:
 1. Standard fields include:
 1. Vehicle Information:
 1. License Plate State
 2. License Plate Number
 3. Vehicle Make, Model and Color (Sourced from Edmunds Vehicle API)
 2. Customer Information:
 1. First and Last Name
 2. Mailing Address Fields
 3. Email Address

2. Custom fields can be implemented for collection. A default limit of 10 custom fields applies. These may be for informational points or eligibility rules such as a Driver's License Number or residential status.
3. Provider may offer special permit eligibility. Provider must manage eligibility. Passport and the DPP do not provide automatic management for Eligibility-based approval. Eligibility may include but is not limited to residence, age requirements, disability, veteran status, employment. Upon configuration, Users may upload documentation for Provider review and permit approval.
4. Provider may add a custom processing fee for User permit purchases. It can be a fixed amount of a percentage of the permit cost.
5. RMCPay accepts User credit card payments. Administrators may denote that payment will be made via check, cash, payroll deduction, billable account or alternative method in DPP but Provider must manage and process these payments outside of DPP. Passport does not support integrations for receiving and processing other electronic payments, including but not limited to payroll deductions, employer accounts or student accounts.
4. Provider can enable Employer access to OpsMan Web for Employee management and approval. Employees can apply for permits on RMCPay or Employers can add them manually in OpsMan Web.
 1. Employee RMCPay flow
 1. Employee applications enter a queue that can be managed through OpsMan Web by the Provider or Employer.
 2. Provider or Employer Administrator can review permit information and approve or deny the permit.
 3. Administrator approval or denial notifies the potential permit holder. Passport will provide default templates for this configurable copy.
 4. Payment options:
 1. The Employer may bulk-pay for Employee permits.
 2. The User may return to RMCPay to purchase the permit and it becomes active.
 2. Employer OpsMan Web flow
 1. Employer manually enters Employee permits into OpsMan Web and pays for them in bulk.
 3. Passport's back office reporting contains system-wide standard reporting and custom reporting solutions. Standard reporting availability may expand as the platform grows. All reports can be downloaded as .xls files (Microsoft Excel) for further Provider and Employer use.
 4. Standard Reports
 1. Permit Report - Default view for permit reporting and management. Contains filters for retrieving select permit data.
 2. Payment Report - Log of all transaction records made through RMCPay or logged in OpsMan Web.
 3. Permit User Report - View User account data and associated permits.
 4. Permit Employer Report - View statistics on each Employer and view each of their respective Employee permits.
 5. Permit Zone Report - Monitor purchases and totals on a zone/lot level.
 6. Permit Daily Totals Report - Daily log of all system interactions, payments, applications, approvals and mailings. Intended for auditing purposes.

- 7. Permit Issuance Batch Report - Tool for manually entering permits in the system to batch data entry sessions together and subsequently use the report to pull the batch information.
 - 8. Permits Not Mailed Report - Tool to apply batch action of marking unmailed permits as mailed.
- 5. Custom Reports can be explored on a per-item basis. Passport retains the sole discretion to decide whether to create any requested custom report. Passport will charge a development fee for any custom reports created.
- 5. Additional Features
 - 1. Data migration of legacy permit data may be executed depending on available permit data and permitting parameters.
 - 1. Imported data can be tied to DPP-generated tokens. Tokens are special codes that can be provided to Users. Users enter a field of identifiable information such as license plate number or recorded address and the token simultaneously after which the DPP will present the User with pre-populated information for easier registration and to complete the data verification and purchase process.
 - 2. Imported data may also be made automatically valid for enforcement without initial User intervention.
 - 2. Administrator interface for manual entry of permits for Users registering through Provider's walk-in or mail-in process.
 - 3. Permit custom field data can be exported and then re-imported for batch updates.
- 6. Permit validity can be checked with OpsMan Mobile. Provider can use the OpsMan Mobile Android application to check vehicles located in permit zones for compliance. The DPP is fully integrated with Passport's OpsMan Mobile in that it provides real-time updates of permit license plate information and validity.
 - 1. Citation issuance through OpsMan Mobile is a separate platform. The Citation Management Platform and further LPR development integrations may be available for a fee.

**RESOLUTION NO. 2017-118**

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

**RESOLUTION APPROVING CHANGE ORDER #2 FOR THE OUTFALL DIFFUSER
PROJECT**

WHEREAS, on April 5, 2016 the City of Asbury Park received three (3) bids for the project named "Ocean Outfall and Difuser Repair"; and

WHEREAS, TNJ Marine Inc., has been awarded the contract to repairs the Outfall Diffuser; and

WHEREAS, TNJ Marine Inc., was awarded the base bid and Alternate A-1 in the amount of \$365,700; and

WHEREAS, the project requires Changer Order #2 in the amount not to exceed twenty six thousand, seven hundred seventy five dollars and zero cents (\$26,775.00); and

WHEREAS, this change order reflects the costs activities as attached in the letter received March 15, 2017 by the Project Engineer, T&M Associates, outlining the scope and cost of services; and

WHEREAS, the Project Engineer recommended that Change Order No. 2 be authorized to complete the Project; and

WHEREAS, the execution of Change Order No. 2 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

WHEREAS, the execution of Change Order No. 2 will not cause the originally awarded contract price to be exceeded by more than 20% as the percent change in the contract is 13.7%; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that the this Change Order shall not exceed \$26,775.00 And

BE IT FURTHER RESOLVED that the City Manager and Project Engineer is hereby authorized to execute Change Order No. 2 on behalf of the Governing Body; and

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

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-118 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CERTIFIED BY ME THIS 23rd DAY OF March, 2017.

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00720

March 15, 2017
Via Hand delivery

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

**Re: City of Asbury Park
Ocean Outfall Cleaning & Diffuser Repair
Change Order Number 2 (Final)**

Dear Mr. Capabianco:

Please find enclosed four signed originals of Change Order Number 2 (Final) for consideration at the next City Council meeting. Given that the nature of this work includes repairs to a buried outfall structure, this Change Order represents unforeseen conditions encountered during the repair/replacement of the outfall diffuser risers so that we could repair/restore flow to all diffusers. These conditions, corresponding to the supplementary items in Change Order No. 2 (Final), are described as follows:

1. Upon excavation of the diffuser flanges on the ocean floor, the contractor encountered unexpected epoxy resin and concrete, in excessive amounts, encapsulating eight (8) of the forty-six (46) flanges where the new diffuser risers were to be installed. In order to facilitate the repair and avoid delays and additional costs, the contractor proceeded with the removal of the excess epoxy and concrete. The additional dive time required for this effort was one (1) hour per diffuser for a total of eight (8) hours. The contractor's daily rate for eight (8) hours is \$18,950.00.
2. While performing the last of the repairs it was discovered that diffuser riser SL-7 was not visible above the sea bottom. The contractor was directed to locate and repair SL-7 as part of his contracted work. Upon location and excavation, it was discovered that SL-7 may have been previously damaged and was encapsulated with a large epoxy deposit. It could not be determined if the flange was intact without the removal of the epoxy and an inspection of the flange. The contractor was authorized to proceed with the removal and repair. The contractor found that the flange was not present and therefore the installation of a new diffuser riser was not possible. The contractor constructed a new permanent cap repair at SL-7. The additional dive time required for this effort was eight (8) hours plus material cost totaling \$19,200.00

We have reviewed the contractor's supporting documentation, including daily dive logs and manning reports, and find the material and labor cost to be fair and reasonable. In addition, a reduction of \$11,375.00 from Miscellaneous Allowance will be applied to offset the total supplemental amount of \$38,150.00. Therefore, the net change in contract for **Change Order Number 2 (Final)** is **\$26,775.00**. Change Orders to date total \$26,775.00 or **13.7% increase** from the original contract amount.



Le: Michael Capabianco, City Manager

Re: Ocean Outfall Cleaning & Diffuser Repair
Change Order Number 2 (Final)

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

Very truly yours,

T&M ASSOCIATES

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

JDH:jdh

Enclosures

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

H:\ASPK\00720\Correspondence\Capabianco_CAB-JDH_Ocean Outfall Diffuser Repairs_Change Order No 2 Final.docx

CHANGE ORDER NO. 2 (FINAL)

DATE:

March 10, 2017

PROJECT:

Ocean Outfall Cleaning and Diffuser Repair

OWNER:

City of Asbury Park

CONTRACTOR:

TNJ Marine, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

EXTRA:

SUPPLEMENTARY:

This change order modifies the contract amount as follows:

1.) Additional dive time/labor totaling 8 hrs was necessary to remove unanticipated obstructions (concrete bags and splash zone epoxy) covering the flanges in eight locations in order to install/connect eight steel risers - \$18,950.00

2.) Additional dive time/labor of 8hrs to remove epoxy and confirm permanent trunk line cap repair to diffuser No. 7 including materials - \$19,200.00

NET CHANGE IN CONTRACT:

Net change = - \$38,150.00 - \$11,375.00 = \$26,775.00 (13.7%)

SEE ATTACHED DETAIL		A. TOTAL REDUCTIONS	THIS C.O.	XXXXXXXXXXXXXX	\$11,375.00	B. TOTAL EXTRAS	THIS C.O.	XXXXXXXXXXXXXX	\$0.00	C. TOTAL	SUPPLEMENTARY	THIS C.O.	XXXXXXXXXXXXXX	\$38,150.00	TOTALS THIS C.O.	\$38,150.00	NET CHANGE THIS	\$26,775.00	CHANGE ORDER	PREVIOUS CHANGE	\$0.00	ORDERS	\$0.00	TOTAL CHANGE	\$11,375.00	ORDERS TO DATE	\$38,150.00	NET CHANGE IN	\$26,775.00	CONTRACT
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NOTE: All work to be done according to Contract Specifications.

APPROVAL RECOMMENDED:
Christine Ballard, P.E.
ACCEPTED:
TJ Marine, Inc.

ORIGINAL CONTRACT BID PRICE

\$365,700.00

CHANGE ORDERS TO DATE

13.7%

REVISMD CONTRACT PRICE

\$392,475.00

PROJECT:	OWNER:	CONTRACTOR:
Ocean Outfall Cleaning and Diffuser Repair	City of Asbury Park	TNJ Marine, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
R1	Remaining \$11,375.00 from Miscellaneous allowance towards C.O.	1.00 LS	\$11,375.00	\$11,375.00
TOTAL REDUCTIONS \$11,375.00				
A.				
TOTAL EXTRA \$0.00				
B.				
S2				
Removal of Splash Zone Epoxy				
1.00 LS				
\$18,950.00				
1.00 LS				
\$19,200.00				
S3				
Repair of Missing Diffuser - Permanent Cap Repair				
1.00 LS				
\$18,950.00				
1.00 LS				
\$19,200.00				
TOTAL SUPPLEMENTARY \$38,150.00				

TNJ Marine, Inc.

City of Asbury Park

Ocean Outfall Cleaning and Diffuser Repair

FINANCE DEPARTMENT**DIVISIONS:**

ACCOUNTS AND CONTROL
 PURCHASING
 PAYROLL
 TAX ASSESSMENT
 TAX COLLECTION
 INFORMATION SYSTEMS

**CITY COUNCIL**

JOHN B. MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
 YVONNE CLAYTON
 JESSE KENDLE
 EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER
 JoANN Boos, CFO

**CITY OF ASBURY PARK
 CERTIFICATION OF FUNDS**

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account(s) C-08-55-526-013-002 of the City of Asbury Park for Change Order #2 for TNJ Marine Inc. in the amount of \$26,775.00.

With: TNJ Marine Inc.

For: Change Order # 2

In line item appropriation(s) as follows:
 C-08-55-526-013-002

Change Order amount: \$26,775.00

Amount certified: \$26,775.00

Dated: March 22, 2017


 JoAnn Boos, Chief Financial Officer

City of Asbury Park
 Resolution Date 03/22/2017



RESOLUTION NO. 2017-119

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

RESOLUTION AUTHORIZING CHANGE ORDER #2 FOR THE WASTEWATER TREATMENT PLANT GENERATOR RELOCATION PROJECT

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

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

WHEREAS, the project requires Changer Order #2 in the amount not to exceed twelve thousand six hundred eight dollars and twenty cents (\$12,608.20); and

WHEREAS, this change order reflects the costs activities as attached in the letter received March 15, 2017 by the Project Engineer, T&M Associates, outlining the scope and cost of services; and

WHEREAS, the Project Engineer recommended that Change Order No. 2 be authorized to complete the Project; and

WHEREAS, the execution of Change Order No. 2 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

WHEREAS, the execution of Change Order No. 2 will not cause the originally awarded contract price to be exceeded by more than 20% as the percent change in the contract is 5.4%; and

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

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

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

park, County of Mayor and State of New Jersey that the this Change Order shall not exceed \$12,608.20 And

BE IT FURTHER RESOLVED that the City Manager and Project Engineer is hereby authorized to execute Change Order No. 2 on behalf of the Governing Body; and

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

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

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-119 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CERTIFIED BY ME THIS 23rd DAY OF March, 2017.

CINDY A. DYE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00730

March 15, 2017
Via Hand delivery

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

**Re: City of Asbury Park
Wastewater Treatment Plant Generator Replacement
Change Order Number 2**

Dear Mr. Capabianco:

Please find enclosed four signed originals of Change Order Number 2 for consideration at the next City Council meeting. This Change Order is due to one (1) additional automatic damper/air vent needed to prevent adverse weather conditions from entering the electric control room of the plant.

We have reviewed the contractor's estimate for this work and find the material and labor cost to be fair and reasonable. The net change in contract for **Change Order Number 2 is \$12,608.20**. Change Orders to date total \$18,366.70 or **5.4% increase** from the original contract amount.

In addition, included in this Change Order is a correction to the Original Contract Amount due to a typographical error. The project was awarded to Electro Maintenance, Inc. for \$337,247.00 which is reflected in Council Resolution 2016-346 and Purchase Order 17-00389. The executed contracts and Pay Certificate #1 incorrectly indicate \$333,247.00.

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

Very truly yours,

T&M ASSOCIATES

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

JDH:jdh

Enclosures

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

H:\ASPK\00730\Correspondence\Capabianco_CAB-JDH_Change Order No 2.docx

DATE: March 15, 2017

PROJECT: Wastewater Treatment Plant Generator Replacement

OWNER: City of Asbury park

CONTRACTOR: Electro Maintenance, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:EXTRA:SUPPLEMENTARY:

- S-2 Supply and Install 1 new VCD 84" x 96" low leakage damper with channel frame, 120V NEMA4X actuator, coating and auxiliary switch. (West Wall)
- S-3 Correction to the Original Contract Amount due to typographical error. The project was awarded to Electro Maintenance, Inc. for \$337,247.00 which is reflected in the Council Resolution 2016-346 and Purchase Order 17-00389. The executed contracts and Pay Certificate #1 incorrectly indicate \$333,247.08.

APPROVAL/RECOMMENDED:

CHRISTINE A. BALLARD, P.E.

ACCEPTED:

CONTRACTOR:
Electro Maintenance, Inc.

OWNER'S APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$0.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$12,608.20	XXXXXXXXXX
TOTALS THIS C.O.	\$12,608.20	\$0.00
NET CHANGE THIS CHANGE ORDER	\$12,608.20	
PREVIOUS CHANGE ORDERS	\$5,758.50	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$18,366.70	\$0.00
NET CHANGE IN CONTRACT	\$18,366.70	

ORIGINAL CONTRACT BID PRICE	\$337,247.00
CHANGE ORDERS TO DATE 5.4 %	\$18,366.70
REVISED CONTRACT PRICE	\$355,613.70

PROJECT: Wastewater Treatment Plant Generator Replacement

OWNER: City of Asbury park

CONTRACTOR: Electro Maintenance, Inc.

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

A. TOTAL REDUCTIONS \$0.00

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

B. TOTAL EXTRA \$0.00

SUPPLEMENTARY	S-2	Supply and Install 1 new VCD 84" x 96" low leakage damper with channel frame, 120V NEMA4X actuator, coating and auxillary switch. (West Wall)	1.00	\$12,608.20	\$12,608.20
	S-3	Correction to the Original Contract Amount due to typographical error. The project was awarded to Electro Maintenance, Inc. for \$337,247.00 which is reflected in the Council Resolution 2016-346 and Purchase Order 17-00389. The executed contracts and Pay Certificate #1 incorrectly indicate \$333,247.00.			\$0.00

C. TOTAL SUPPLEMENTARY \$12,608.20

FINANCE DEPARTMENT
DIVISIONS:
 ACCOUNTS AND CONTROL
 PURCHASING
 PAYROLL
 TAX ASSESSMENT
 TAX COLLECTION
 INFORMATION SYSTEMS



CITY COUNCIL
JOHN B. MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
 YVONNE CLAYTON
 JESSE KENDLE
 EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER
 JoAnn Boos, CFO

CITY OF ASBURY PARK
CERTIFICATION OF FUNDS

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account(s) C-08-55-526-013-002 of the City of Asbury Park for Change Order #2 for Electro Maintenance in the amount of \$12,608.20.

With: Electro Maintenance

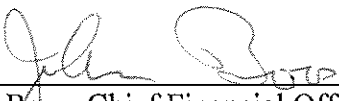
For: Change Order # 2

In line item appropriation(s) as follows:
 C-08-55-526-013-002

Change Order amount: \$12,608.20

Amount certified: \$12,608.20

Dated: March 22, 2017


 JoAnn Boos, Chief Financial Officer

City of Asbury Park
 Resolution Date 03/22/2017



RESOLUTION NO. 2017-120

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

AUTHORIZING THE CITY MANAGER/PURCHASING AGENT TO AWARD A CONTRACT FOR SUNSET LAKE POND MANAGEMENT

WHEREAS, the City has solicited pricing from three (3) vendors for pond management services for Sunset Lake; and

WHEREAS, N.J.S.A 40A:11-3 Bid threshold; award of contracts stipulates that the governing body can authorize the Purchasing Agent to award a contract if the amount is less than \$17,500.00 and not require public bidding; and

WHEREAS, Mayor and Council of the City of Asbury Park hereby authorize the City Manager/Purchasing Agent to award the contract to perform pond management services for Sunset Lake with the following not-to-exceed costs:

- Seasonal herbicide application: \$8,200.00 annually
- Permits: \$250.00 annually
- Algicide application at \$750.00 not to exceed three (3) applications at the discretion of the City Manager

WHEREAS, notification of this award shall be published in a newspaper of record as per N.J.S.A. 40A:11-5(1)(a) ; and

WHEREAS, the Chief Financial Officer has certified that funds are available in 7-01-26-290-000-223 within the Current Fund:

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey authorizes the City Manager/Purchasing Agent to award the 2017 pond management contract for Sunset Lake to Black Lagoon in the amounts described within.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, DPW Superintendent, City Manager and Sunset Lake Commission.

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

NO. 2017-120 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CERTIFIED BY ME THIS 22nd DAY OF March, 2017.

CINDY A. DYE
CITY CLERK



22 February 2017

Sunset Lake (approximately 13 acres)
CITY OF ASBURY PARK, NEW JERSEY

City of Asbury Park
 Department of Public Works
 9 Main Street
 Asbury Park, New Jersey 07712
 Attn: William J. McClave, CPWM

RE: 2017 and 2018 Pond Management

Black Lagoon Pond Management is pleased to present the following cost proposal to provide pond management services to the above-mentioned site during the upcoming season(s).

As you are well aware, aquatic plant and algal densities in ponds are sustained by runoff inputs from the surrounding watershed. Run-off typically carries high nutrient concentrations from fertilizers, rich soils, septic leach fields and waterfowl wastes directly into the ponds. Elevated levels of nutrients and warm water temperatures create conditions favorable for algal and weed growth. Until such time as the root cause of nuisance growth in the pond(s) can be mitigated, a seasonal regime of chemical treatment can maintain an acceptable level of water quality.

From our recent work/observations at this site, and **more than 40 years** of combined regional experience, it has been determined that most of the problems with water quality at this site are most associated with nuisance growth of:

- **pondweeds** (*Potamogeton spp.*)
- **milfoil** (*Myriophyllum spp.*)
- **naiads** (*Najas spp.*)
- **filamentous algae**

Black Lagoon
 P.O. Box 9091
 Hamilton, New Jersey 08650
 Tel: 609.815.1654 • Fax: 609.585.0525
www.blacklagoon.us



Based upon previous experience with ponds of similar dimension and setting, Black Lagoon typically recommends regular treatments (algicide and/or herbicide) from May through mid-September to maintain aquatic plant and algal densities below nuisance densities.

Algae Control

For algae control in ponds, Black Lagoon routinely applies an EPA-registered, chelated copper algicide such as **Cutrine-Plus®** or **Captain®** for algae control. These **chelated** copper formulations are designed for application on a regularly scheduled basis, in low dosage amounts, to maximize algae control and minimize the potential for adverse environmental risk. A frequent, low-dose schedule typically establishes control early in the season. There are no water use restrictions associated with the application of these products at labeled rates.

Aquatic Vegetation Management (AVM)

One or more aquatic herbicides may be used in the execution of this contract including: **Clipper®** (flumioxazin), **Sonar®** (fluridone), **Rodeo®** (glyphosate), **Aquathol-K** (endothal), **Tribune®** (diquat dibromide) and/or a copper based herbicide. It must be emphasized that a frequent, low-dose schedule typically establishes control early in the season.

Control of some aquatic plant species such as watermeal (*Wolffia sp.*) or coontail (*Ceratophyllum demersum*) require a maximum allowable dose rate of herbicide. The efficacy of such treatment is highly dependent upon proper flow and other seasonal environmental conditions. Treatments are conducted in strict accordance with NJDEP regulations which restrict the materials, concentrations and frequency of treatment. In many instances, due to environmentally regulated downstream waters (i.e., drinking supply, irrigation, trout production etc.), NJDEP may restrict application rates. Therefore, extent or duration of aquatic plant and/or algae control treatments cannot be warranted.

It should be recognized that delaying initial treatment until dense surface algae mats have formed further limits treatment effectiveness. Such delays also increase adverse environmental risks (i.e., to fish) by reducing levels of dissolved oxygen. Black Lagoon is not liable in the unlikely event that fish life is adversely affected due to environmental conditions.

We sincerely appreciate the opportunity to submit this proposal for your consideration. Should you have any questions or require further information, please do not hesitate to contact me directly at 609.815.1654.

Best Regards,



Christopher J. Borek, Director

WATER USE RESTRICTIONS

- CLIPPER® **3 day water use restriction** on irrigation
- REWARD® **5 day water use restriction** on irrigation
- SONAR® **30 day water use restriction** on irrigation
- AQUATHOL-K® **no water use restrictions** on irrigation
- NAUTIQUE® **no water use restrictions** on irrigation
- CAPTAIN® **no water use restrictions** on irrigation

When applicable, water use restrictions will be posted in the vicinity at the time of treatment. The client is responsible for removal of any treatment postings upon expiration.

PERMITS

Pesticide applications are regulated by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA). In New Jersey, the Pesticide Control Program (PCP) within the New Jersey Department of Environmental Protection (NJDEP) issues aquatic pesticide permits for applications of pesticides to surface waters of the State.

Effective January 29, 2013, NJDEP mandated a **2-year permit** for aquatic pesticide applications to a given site regardless of the size/scope of the site/project. This permit application fee is **non-refundable** and **non-transferable**. NJDEP regulations do not allow for a permit to "transfer" from one applicator business to another.

Black Lagoon Pond Management will apply for this 2-year permit on your behalf. The State of New Jersey charges \$150.00 for this 2-year application. Black Lagoon Pond Management charges a \$50.00 permit processing fee.

In most instances, except for sites within the jurisdiction of the New Jersey Pinelands Commission, permit approval will be granted as of the date of filing.

Our standard contract will now be for a 2 year period. This agreement can be cancelled at any time during the 2 year period with 30 days written notice to terminate.

CERTIFICATION

Black Lagoon Pond Management is listed with the NJDEP and PADEP as a registered applicator of aquatic herbicides and algicides and supervisory personnel hold current certification from the Department.

INSURANCE

Black Lagoon Pond Management carries Workers Compensation, General Liability, Professional Liability, Property Damage and Environmental Liability Insurance which will remain in full effect throughout this program. A certificate of insurance will be forwarded upon request.



Permit _____

Tax Exempt # _____

1. _____
2. _____
3. _____

ACCEPTANCE

This Proposal may be made a contract by returning **one (1) signed COPY of this page along with a check for \$250.00 (if applicable)** made out to "Black Lagoon" to initiate the permit application process.

BILLING ADDRESS/CONTACT

City of Asbury Park
Department of Public Works
9 Main Street
Asbury Park, New Jersey 07712
Attn: William J. McClave, CPWM

Updated Contact/Address Information

CONTRACT PRICE 2017 and 2018

Seasonal herbicide application for this site: **\$ 8,200.00/year**
Algicide applications for this site: **\$ 750.00/application**

Pricing includes all necessary equipment, materials, labor and travel expenses to conduct aquatic pesticide applications at this site.

Pricing does not include any applicable sales taxes or permit fees.

PERMIT / RECORD-KEEPING FEES

Permit and application processing fees: **\$ 250.00/2 years***
*non-refundable, non-transferable

BILLING INCREMENT – Herbicide application

To be billed in three (3) installments:
April - \$3,200.00 / June - \$ 3,000.00 / August - \$ 2,000.00

SCHEDULING

An initial treatment visit will be scheduled between **May 1** and **May 31**

Accepted

By _____ Date _____

Phone _____ eMail _____

Sunset Lake – Asbury Park

Black Lagoon
P.O. Box 9031
Hamilton, New Jersey 08650
Tel: 609.815.1654 • Fax: 609.585.0525
www.blacklagoon.us





Permit _____
Tax Exempt # _____
1. _____
2. _____
3. _____

ACCEPTANCE

This Proposal may be made a contract by returning **one (1) signed COPY of this page along with a check for \$250.00 (if applicable)** made out to "Black Lagoon" to initiate the permit application process.

BILLING ADDRESS/CONTACT

City of Asbury Park
Department of Public Works
9 Main Street
Asbury Park, New Jersey 07712
Attn: William J. McClave, CPWM

Updated Contact/Address Information

CONTRACT PRICE 2017 and 2018

Seasonal herbicide application for this site: **\$ 8,200.00/year**
Algicide applications for this site: **\$ 750.00/application**

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PERMIT / RECORD-KEEPING FEES

Permit and application processing fees: **\$ 250.00/2 years***
*non-refundable, non-transferable

BILLING INCREMENT – Herbicide application

To be billed in three (3) installments:
April - \$3,200.00 / June - \$ 3,000.00 / August - \$ 2,000.00

SCHEDULING

An initial treatment visit will be scheduled between **May 1** and **May 31**

Accepted

By _____ Date _____

Phone _____ eMail _____

Black Lagoon
P.O. Box 0031
Hamilton, New Jersey 08650
Tel: 609.815.1654 • Fax: 609.585.0525
www.blacklagoon.us



FINANCE DEPARTMENT
DIVISIONS:
 ACCOUNTS AND CONTROL
 PURCHASING
 PAYROLL
 TAX ASSESSMENT
 TAX COLLECTION
 INFORMATION SYSTEMS



CITY COUNCIL
JOHN B. MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
 YVONNE CLAYTON
 JESSE KENDLE
 EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER
 JoAnn Boos, CFO

CITY OF ASBURY PARK CERTIFICATION OF FUNDS

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345-, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account(s) 7-01-26-290-000-223 of the City of Asbury Park to approve contract for Council on Affordable Housing Planner.

With: Black Lagoon

For: Pond Management Sunset Lake

In line item appropriation(s) as follows:
 7-01-26-290-000-223

Contract period: N/A

Contract amount: \$10,700

Amount certified: \$10,700

Dated: March 22, 2017



 JoAnn Boos, Chief Financial Officer

City of Asbury Park
 Resolution Date 03/22/2017



RESOLUTION NO. 2017-121

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

AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH TWO RIVERS WATER RECLAMATION AUTHORITY FOR TECHNICAL RESCUE SERVICES

WHEREAS, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1, et seq. (the “Act”), authorizes local units of this State to enter into an agreement with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, the City of Asbury Park and Two Rivers Water Reclamation Authority (“TRWRA”) have determined that it would advantageous for the City of Asbury park to enter into an agreement for various shared services with TRWRA; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Parties have negotiated a Shared Services Agreement (the “Agreement”), which sets forth the terms and conditions associated with this undertaking, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Mayor and City Council wish to authorize the City to enter into this Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, and to authorize the Mayor and City Clerk to execute same on behalf of the City.

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

1. The Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement, or one which is substantially similar thereto and which meets with the approval of the Municipal Attorney, on behalf of the City.
2. The City of Asbury Park shall bill for costs upon adoption of the services rendered.
3. This Agreement shall be effective through December 31, 2022.

4. That a certified copy of this Resolution and a copy of the attached Agreement shall be provided to each of the following:
 - a. Two Rivers Water Reclamation Authority
 - b. Michael Capabianco, City Manager
 - c. Kevin Keddy, Fire Chief
 - d. Frederick C. Raffetto, Esq., Municipal Attorney
 - e. JoAnn Boos, Chief Financial Officer

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2017-121 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CERTIFIED BY ME THIS 23rd DAY OF March, 2017.

CINDY A. DYE
CITY CLERK

Shared Services Agreement – Emergency Services

W I T N E S S E T H:

WHEREAS, the Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 et. seq.) promotes the broad use of shared services as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, the City and TRWRA wish to enter into an Agreement whereby the City will provide Technical Rescue Services, to TRWRA for the years 2017 through 2022; and

WHEREAS, the within Agreement has been duly authorized by appropriate resolutions of the City and TRWRA.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, County of Monmouth and State of New Jersey that the City of Asbury Park shall enter into a shared service agreement with the TRWRA.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. This Agreement shall be in effect for the 2017 through 2022 calendar years. The City, via its fire department will provide emergency response capabilities with trained/equipped members “off the floor.” A minimum initial response shall consist of at least a four man crew (1 officer, 3 firefighters) with the Department’s technical rescue vehicle for any technical rescue incidents, accidents, etc. involving TRWRA employees/equipment/locations.
2. To accomplish same, the City’s fire department will be the designated “rescue service” for permit-required confined spaces in TRWRA locations.
3. The City’s fire department will drill, at minimum, one time per year on-site at TRWRA location(s), in consultation/coordination with TRWRA management. Training will be conducted and administered by fire department Technical Rescue Team members.
4. FEE SCHEDULE:

In order to cover APFD costs for above, the following annual fee schedule is proposed:

- 90 man-hours of on-site drills per year \$7,000
- City of Asbury Park administrative fee \$2,500
- Equipment replacement/replenishment \$2,500

Total Annual Fee (2017): \$12,000

*A 2% year-to-year increase for multi-year agreements.

**Emergency responses will be invoiced separately for man-hours and any equipment broken/lost/beyond repair

5. PAYMENT SCHEDULE:

The City shall bill for costs upon adoption of the services rendered.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals
the day and year first above written. Two Rivers Water Reclamation Authority

ATTEST:

**TWO RIVERS WATER
RECLAMATION AUTHORITY**

Executive Director

ATTEST:

**Cindy Dye,
City Clerk**

John Moor, Mayor



**Asbury Park, New Jersey
ORDINANCE NO. 2017-12**

**AN ORDINANCE ESTABLISHING SALARIES OF CERTAIN EMPLOYEES WITHIN
THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

WHEREAS, the City has determined that the addition of the following position is required for the efficient operation of the City.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park that the following Title and Salaries be established as

<u>TITLE:</u>	<u>MIN</u>	<u>MAX</u>
PUBLIC WORKS SUPERINTENDENT	\$37,000	\$129,113

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon final passage and publication in accordance within the law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-12 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2017-13**

AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN EASEMENT OVER CERTAIN PORTIONS OF THE RIGHT OF WAY AREA (AIR SPACE) ADJACENT TO THE PROPERTY LOCATED AT 1107, 1105 AND 1101 MAIN STREET (BLOCK 2804, LOT 5.01 F/K/A BLOCK 2804, LOTS 5, 6 & 7, RESPECTIVELY)

WHEREAS, on January 23, 2017, the Asbury Park Planning Board adopted a Resolution memorializing the approval of an application for Preliminary and Final Site Plan, Variances and Design Waivers relating to certain proposed development (also referenced as the “project”) at the properties located at 1107, 1105 & 1101 Main Street (more commonly known and formerly designated as Block 2804, Lots 5, 6 & 7, respectively) and 800 Fourth Avenue (more commonly known and designated as Block 2804, Lot 2); and

WHEREAS, Block 2804, Lots 5, 6 & 7 (collectively, the “properties”) are proposed to be consolidated into one new tax lot which shall be known and designated as Block 2804, Lot 5.01; and

WHEREAS, the properties are located in the Main Street Redevelopment Area; and

WHEREAS, the façade improvements proposed by the applicant include the installation of certain awnings/canopies as part of the façade of the building which shall front on both Third Avenue and Main Street, and which constitute decorative architectural elements/features; and

WHEREAS, the proposed awnings/canopies shall encroach into the air space of the public Right-of-Way (“ROW”) areas located along both Third Avenue and Main Street in certain limited respects; and

WHEREAS, the Planning Board conditioned approval of the project on, among other things, the applicant receiving approval from the Mayor and Council of the City of Asbury Park (the “City”) for any encroachment into public ROW areas; and

WHEREAS, the sites of the proposed encroachments are more specifically described in two (2) separate metes and bounds descriptions, prepared by Peter P. Bennett, PLS, each dated March 3, 2017; and

WHEREAS, the first proposed encroachment, which is described in the legal description attached hereto as Exhibit “A,” contains a total of 188.42 square feet; and

WHEREAS, the second proposed encroachment, which is described in the legal description attached hereto as Exhibit “B,” contains a total of 227 square feet; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public ROW areas on a case-by-case basis; and

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

- (1) The within proposed encroachments into the public ROW shall not interfere with the ability of the public to utilize the sidewalks or other public areas that are adjacent to the proposed development; and
- (2) The within proposed awnings/canopies will provide architectural interest/detail to the proposed development and will complement the overall project; and
- (3) The architectural design of the within proposed awnings/canopies has already been reviewed and approved by City officials; and
- (4) The combined area of the proposed encroachments is less than the minimum size required for development under the applicable municipal development regulations and is without any capital improvement(s) thereon; and

WHEREAS, as a result, the Mayor and Council have determined to grant approval for the within air space encroachments, for nominal consideration; and

WHEREAS, the purpose of this Ordinance is to confirm said approval and to grant the necessary easements, in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., and the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12-1, et seq.; and

WHEREAS, the Mayor and City Council do not wish for the granting of this easement to serve as a precedent for further encroachments into the City's ROW areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the easement.

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

1. That, pursuant to the *New Jersey Local Lands and Buildings Law*, N.J.S.A. 40A:12-1, et seq., and specifically N.J.S.A. 40A:12-13(b)(5), as well as the *New Jersey Local Redevelopment and Housing Law*, N.J.S.A. 40A:12A-1, et seq., and specifically N.J.S.A. 40A:12A-8(g), the City of Asbury Park hereby authorizes the conveyance of easement(s), for nominal consideration, over certain portions of the public ROW (air space) adjacent to the property located at **Block 2804, Lot 5.01 f/k/a Block 2804, Lots 5, 6 & 7**, as more particularly described in the legal descriptions attached hereto as Exhibits "A" and "B," which were prepared by Peter P. Bennett, PLS, and which

- are dated March 3, 2017, in order to allow for the installation of certain awnings/canopies as part of the façade of the building, which awnings/canopies shall front on both Third Avenue and Main Street.
2. That the Mayor is authorized to execute and the Municipal Clerk to attest any and all documents that are necessary in order to effectuate the granting of these easement(s), which documents shall be in a form satisfactory to the City Attorney.
 3. That, following proper execution and notarization of the necessary easement documents, the same shall be recorded with the Monmouth County Clerk's Office.
 4. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
 5. 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.
 6. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-13 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CINDY A. DYE
CITY CLERK



DESCRIPTION OF PROPOSED ARIEL EASEMENT
FOR
BLOCK 2804 LOT 5.01

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

Beginning at a point in the Westerly right-of-way line of Main Street (85' wide), said point being North 24 degrees 30 minutes 00 seconds East, a distance of 94.55' (feet) from the intersection of Westerly right-of-way line of Main Street (85' wide) with the Northerly right-of-way line of Third Avenue (100' wide) and running; thence

- 1) South 65 degrees 30 minutes 00 seconds East, a distance of 3.50' (feet) to a point and easement corner; thence
- 2) South 24 degrees 30 minutes 00 seconds West, a distance of 10.50' (feet) to a point and easement corner; thence
- 3) North 65 degrees 30 minutes 00 seconds West, a distance of 3.50' (feet) to a point and easement corner; thence
- 4) South 24 degrees 30 minutes 00 seconds West, a distance of 5.17" (feet) to a point and easement corner; thence
- 5) South 65 degrees 30 minutes 00 seconds East, a distance of 3.50' (feet) to a point and easement corner; thence
- 6) South 24 degrees 30 minutes 00 seconds West, a distance of 10.50' (feet) to a point and easement corner; thence
- 7) North 65 degrees 30 minutes 00 seconds West, a distance of 3.50' (feet) to a point and easement corner; thence
- 8) South 24 degrees 30 minutes 00 seconds West, a distance of 18.00' (feet) to a point and easement corner; thence
- 9) South 65 degrees 30 minutes 00 seconds East, a distance of 3.50' (feet) to a point and easement corner; thence

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PHONE: 732-223-1313 • FAX: 732-223-8273 • WJHENGINEERING.COM

Attachment: Dollar tree easment (2017-13 : Authorizing an air space easement for certain property over 1107, 1105 and 1101 Main St)

- 10) South 24 degrees 30 minutes 00 seconds West, a distance of 16.50' (feet) to a point and easement corner; thence
- 11) North 65 degrees 30 minutes 00 seconds West, a distance of 3.50' (feet) to a point and easement corner; thence
- 12) South 24 degrees 30 minutes 00 seconds West, a distance of 12.92' (feet) to a point and easement corner; thence
- 13) South 65 degrees 30 minutes 00 seconds East, a distance of 3.50' (feet) to a point and easement corner; thence
- 14) South 24 degrees 30 minutes 00 seconds West, a distance of 16.5' (feet) to a point and easement corner; thence
- 15) North 65 degrees 30 minutes 00 seconds West, a distance of 3.50' (feet) to a point and easement corner; thence
- 16) North 24 degrees 30 minutes 00 seconds East, a distance of 94.55' (feet) to the point and place of BEGINNING.

Being designated as 4 Separate Ariel Easements for Lot 5.01 in Block 2804 as shown on the official tax map of the City of Asbury Park.

Aforementioned is prepared in accordance with a map entitled, "Site Plan for Dollar Tree Corporation of Lots 2,4,5,6 and 7 in Block 2804, in the City of Asbury Park, Monmouth County, New Jersey", dated July 07, 2016, Last Revised January 10, 2017, prepared by WJH Engineering.

Containing 188.42 Total S.F.

03-03-17

Date

Peter P. Bennett III

Peter P. Bennett III
Professional Land Surveyor
New Jersey License # 40651

Attachment: Dollar tree easment (2017-13 : Authorizing an air space easement for certain property over 1107, 1105 and 1101 Main St)

EXHIBIT “B”



**DESCRIPTION OF PROPOSED ARIEL EASEMENT
FOR
BLOCK 2804 LOT 5.01**

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

Beginning at a point in the Northerly right-of-way line of Third Avenue (100' wide), said point being North 65 degrees 30 minutes 00 seconds West, a distance of 15.00' (feet) from the intersection of Westerly right-of-way line of Main Street (85' wide) with the Northerly right-of-way line of Third Avenue and running; thence

- 1) South 24 degrees 30 minutes 00 seconds West, a distance of 3.50' (feet) to a point and easement corner; thence
- 2) North 65 degrees 30 minutes 00 seconds West, a distance of 65.00' (feet) to a point and easement corner; thence
- 3) North 24 degrees 30 minutes 00 seconds East, a distance of 3.50' (feet) to a point and easement corner in the Northerly right-of-way line of Third Avenue; thence
- 4) Along the aforementioned, South 65 degrees 30 minutes 00 seconds East, a Distance of 65.00' (feet), to the point and place of BEGINNING.

Being designated as an Ariel Easement for Lot 5.01 in Block 2804 as shown on the official tax map of the City of Asbury Park.

Aforementioned is prepared in accordance with a map entitled, "Site Plan for Dollar Tree Corporation of Lots 2,4,5,6 and 7 in Block 2804, in the City of Asbury Park, Monmouth County, New Jersey", dated July 07, 2016, Last Revised February 02, 2017 prepared by WJH Engineering.

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PHONE: 732-223-1313 • FAX: 732-223-8273 • WJHENGINEERING.COM

Attachment: Dollar tree easment (2017-13 : Authorizing an air space easement for certain property over 1107, 1105 and 1101 Main St)

Containing 227 S.F.

03-03-17

Date

Peter P. Bennett III

Peter P. Bennett III
Professional Land Surveyor
New Jersey License # 40651

Attachment: Dollar tree easment (2017-13 : Authorizing an air space easement for certain property over 1107, 1105 and 1101 Main St)



**Asbury Park, New Jersey
ORDINANCE NO. 2017-14**

**AN ORDINANCE OF THE CITY OF ASBURY PARK REVISING CHAPTER VII
"TRAFFIC" OF THE CODE OF THE CITY OF ASBURY PARK**

WHEREAS, the City of Asbury Park (the "City") has previously established certain traffic regulations concerning metered and permit parking within the City, as set forth in Ordinance No. 2982 (adopted on May 18, 2011), Ordinance No. 2015-11 (adopted on May 13, 2015), Ordinance No. 2015-25 (adopted on May 27, 2015), Ordinance No. 2015-55 (adopted on February 2, 2016), Ordinance 2016-25 (adopted on June 15, 2016), Ordinance 2016-37 (adopted on September 14, 2016), and Resolution No. 2015-217 (adopted on May 27, 2015); and

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

WHEREAS, since adoption of the prior traffic regulations, representatives of the City, including the City's Parking Advisory Committee, Transportation Manager, and other City officials have engaged in a detailed and extensive review of the prior traffic regulations, which review has included input from the public; and

WHEREAS, since adoption of the prior traffic regulations, the City's Transportation Manager has conducted detailed analysis of the City's historical parking data, industry trends and conducted meetings with stakeholder groups and members of the public; and

WHEREAS, as a result of said review, as well as the Parking Advisory Committee has recommended certain revisions to the prior traffic regulations in order to increase availability of parking spaces in high demand areas, establish residential permit areas where there is limited impact, adjust parking rates to demand, and clarify existing regulations; and

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

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

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

the following parking regulations are hereby approved and adopted for use within the City of Asbury Park, and that Chapter VII, entitled "Traffic," of the "Code of the City of Asbury Park, New Jersey," is hereby amended and supplemented as attached as Exhibit A.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-14 which was finally adopted by the City Council at a meeting held on the 12th day of April, 2017

CINDY A. DYE
CITY CLERK

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

7-11 TIME LIMIT PARKING.**7-11.1 Parking Time Limited on Certain Streets.**

No person shall park a vehicle for longer than the time limit between the hours listed on any day (except Sundays and public holidays) upon any of the streets or parts of streets described.

<i>Name of Street</i>	<i>Sides</i>	<i>Hours</i>	<i>Time Limit</i>	<i>Location</i>
Summerfield Avenue	South	7:00 am – 6:00 pm	15-Minute	Beginning at a point 25 feet from the easterly curbline of Main Street and extending to a point 44 feet easterly therefrom

Locations for parking time limited on certain streets may be found on file in the City Offices.

(2000 Code § 7-11.1; Ord. No. 1168 § 2; Ord. No. 2027 § 2; Ord. No. 2043 § 1; Ord. No. 2075 § 1; Ord. No. 2094 § 1; Ord. No. 2122 § 1; Ord. No. 2129 § 1; Ord. No. 2204 § 1; Ord. No. 2289 § 1; Ord. No. 2352 § 1; Ord. No. 2376; Ord. No. 2605; Ord. No. 2874; Ord. No. 2906; Ord. No. 2936; Ord. No. 2982; Ord. No. 3001; Ord. No. 2015-15; Ord. No. 2015-20; Ord. No. 2015-51)

7-16 ANGLE PARKING.

No angle parking shall be permitted in the City of Asbury Park except at the locations described below that are designated for angle parking at an angle so indicated. (2000 Code § 7-16; Ord. No. 2461 § 1; Ord. No. 2778; Ord. No. 2983; Ord. No. 2016-31)

Angle Parking at a 45° Angle:		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Deal Lake Drive (Ord. No. 2016-31)	Westbound (along north side curb line)	Kingsley Street to NJ DOT Right-Of-Way
Fifth Avenue	South	Main Street to Memorial Drive

First Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
--------------	--	---------------------------------

7-16 Angle Parking–Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
First Avenue–Continued	b. On both sides of the south roadway on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	
Fourth Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
	b. On both sides of the south roadway on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	
Grand Avenue	West	Cookman Avenue to Lake Avenue
Lake Avenue	South	a. Emory Street to St. James Place b. From Wesley Lake Drive to Bond Street (Ord. No. 2983)
Lake Avenue (Ord. No. 2983)	North	Grand Avenue to Bond Street
Mattison Avenue (Ord. No. 2983)	South	Main Street to Cookman Avenue (compact cars only)

Memorial Drive	West	Fifth Avenue to Sunset Avenue
Plaza Place	East	Entire length

7-16 Angle Parking–Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Second Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
	b. On both sides of the south roadway on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	
Eighth Avenue	South (Reverse Angle)	Webb Street to Kingsley Street
Seventh Avenue	On both sides of the center island of each street	Ocean Avenue to Kingsley Street
Sixth Avenue	On both sides of the center island of each street	Ocean Avenue to Kingsley Street
Sunset Avenue	North	Ocean Avenue to Kingsley Street
Third Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
	b. On both sides of the south roadway, on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	

7-36 HANDICAPPED PARKING.

7-36.1 Handicapped Parking on Streets.

a. In accordance with the provisions of N.J.S.A. 39:4-197, the following on-street locations are designated as handicapped parking places. Such spaces are for use by persons who have been issued special identification cards or plates or placards by the New Jersey Motor Vehicle Commission, or a temporary placard issued by the Chief of Police. No other person shall be permitted to park in these places.

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

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

(2000 Code § 7-36.1; Ord. No. 2013 § 1; Ord. No. 2292 § 1; Ord. No. 2315 § 1; Ord. No. 2398; Ord. No. 2405; Ord. No. 2447; Ord. No. 2451 § 1; Ord. No. 2459 § 1; Ord. No. 2492; Ord. No. 2514; Ord. No. 2521; Ord. No. 2576; Ord. No. 2604; Ord. No. 2613; Ord. No. 2636; Ord. No. 2724; Ord. No. 2725; Ord. No. 2746; Ord. No. 2747; Ord. No. 2838; Ord. No. 2839; Ord. No. 2854; Ord. No. 2895; Ord. No. 2896; Ord. No. 2900; Ord. No. 2942; Ord. No. 2943; Ord. No. 2944; Ord. No. 2945; Ord. No. 2963; Ord. No. 2984; Ord. No. 2995; Ord. No. 3832; Ord. No. 3050; Ord. No. 3060; Ord. No. 3070; Ord. No. 3078; Ord. No. 3087; Ord. No. 3088; Ord. No. 2015-19; Ord. No. 2015-26; Ord. No. 2015-27; Ord. No. 2016-19; Ord. No. 2016-21; Ord. No. 2016-29; Ord. No. 2016-38)

7-36 Handicapped Parking		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Asbury Avenue (Ord. No. 3021)	South	Beginning at a point located 239 feet west of the southwest corner of Asbury Avenue and Comstock Street and extending 20 feet on center therefrom
Atkins Avenue	a. West	Beginning at a point 59 feet from the northwest corner of Bangs Avenue and Atkins Avenue and extending 25 feet northward therefrom
Atkins Avenue (Ord. No. 2854)	b. East	Beginning at a point located five (5) feet north of the church driveway (south side of church) in the 100 block of Atkins Avenue (east side of street) and continuing north for twenty-five (25) feet

7-36 Handicapped Parking–Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Atkins Avenue (Ord. No. 3087)	c. West	Beginning at a point located 76 feet north of the northwest corner of Springwood Avenue and Atkins Avenue and extending 20 feet on center therefrom
Bangs Avenue	a. South	Beginning at a point 33 feet from the southeast corner of Bangs Avenue and Emory Street, then continuing easterly for 24 feet along Bangs Avenue
Bangs Avenue	b. North	Beginning at a point 107 feet west from the northwest corner of Bangs Avenue and Main Street and extending 20 feet westerly therefrom
Bangs Avenue (Ord. No. 2984)	c. South	Beginning at a point 25 feet from the southwest corner of Emory Street and Bangs Avenue, proceeding westerly and extending 22 feet westerly
Bangs Avenue (Ord. No. 2984)	d. North	Beginning at a point 25 feet from the northwest corner of Bond Street and Bangs Avenue, proceeding westerly and extending 22 feet westerly
Bangs Avenue (Ord. No. 2978)	e. North	Beginning at a point located 80 feet west of the northwest corner of Bangs Avenue and DeWitt Avenue and extending 20 feet westerly therefrom
Bangs Avenue (Ord. No. 3044)	f. North	Beginning at a point located 147 feet east of the northeast corner of Bangs Avenue and Borden Avenue and extending 20 feet on center therefrom
Bergh Street (Ord. No. 3008)	East	Beginning at a point located 50 feet south of the southeast corner of Second Avenue and Bergh Street and extending 20 feet southerly on center therefrom
Comstock Street	East	Beginning at a point 153 feet from the northeast corner of Sunset Avenue and Comstock Street, proceeding northbound and extending 30 feet north
Cookman Avenue	a. South	Beginning at a point 265 feet west from the southwest corner of Cookman Avenue and Grand Avenue and extending 20 feet westerly therefrom
Cookman Avenue	b. South	Beginning at a point 25 feet east from the southeast corner of Cookman Avenue and Langford Street and extending 50 feet easterly therefrom

7-36 Handicapped Parking–Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>

Cookman Avenue (Ord. No. 2984)	c. South	Beginning at a point 68 feet from the southwest corner of Bond Street and Cookman Avenue, proceeding westerly and extending 22 feet westerly
Cookman Avenue (Ord. No. 2984)	d. North	Beginning at a point 47 feet from the southwest corner of Mattison Avenue and Cookman Avenue, proceeding westerly and extending 22 feet westerly
Deal Lake Drive (Ord. No. 2016-38)	South	4 Deal Lake Court, which handicapped parking space shall begin 105 feet East of the Southeast corner of Deal Lake Drive and Park Avenue and extend 20 feet East. Space should be 20 feet on center and located on the South side of Deal Lake Drive
DeWitt Avenue	a. East	Beginning at a point 47 feet northerly from the Neptune Township borderline and extending 23 feet northerly therefrom
DeWitt Avenue (Ord. No. 3832)	b. West	Beginning at a point located 30 feet from southwest corner of the driveway of 27 DeWitt Avenue and extending in a southerly direction 25 feet therefrom
DeWitt Avenue (Ord. No. 3023)	c. West	Beginning at a point located 148 feet south of the southwest corner of DeWitt Avenue and Springwood Avenue and extending 20 feet on center therefrom
Drury Lane	a. West	Beginning at a point 145 feet from the northwest corner of Sunset Avenue and Drury Lane proceeding northbound and extending 18 feet easterly
Drury Lane	b. West	Beginning at a point 184 feet from the northwest corner of Sunset Avenue and Drury Lane proceeding northbound and extending 18 feet easterly
Elizabeth Avenue (Ord. No. 3024)	a. East	Beginning at a point located 35 feet north of the northeast corner of Elizabeth Avenue and McKinley Place and extending 20 feet on center therefrom
Elizabeth Avenue (Ord. No. 3024)	b. East	Beginning at a point located 57 feet north of the northeast corner of Elizabeth Avenue and McKinley Place and extending 20 feet on center therefrom
Fifth Avenue (Ord. No. 3060)	South	Beginning at a point located 123 feet east of the southeast corner of Main Street and Fifth Avenue and extending 20 feet on center therefrom

7-36 Handicapped Parking—Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
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Fifth Avenue (Ord. No. 2015-07)	North	Beginning at a point located 165 feet east of the northeast corner of Fifth Avenue and Pine Street and extending 20 feet on center therefrom
First Avenue	a. South	Beginning at a point 100 feet east from the southeast corner of Comstock Street and First Avenue and extending 30 feet easterly therefrom
First Avenue	b. South	Beginning at a point 25 feet west from the southwest corner of First Avenue and Grand Avenue and extending 25 feet westerly therefrom
First Avenue (Ord. No. 3020)	c. North	Beginning at a point located 148 feet west of the northwest corner of First Avenue and Pine Street and extending 20 feet on center therefrom
First Avenue (Ord. No. 3078)	d. South	Beginning at a point located 94 feet west of the southwest corner of First Avenue and Comstock Street and extending 20 feet on center therefrom
Fourth Avenue (Ord. No. 2896)	a. North	Beginning at a point located 61 feet from the northwest corner of Fourth Avenue and Dunlewy Street and extending in a westerly direction for 30 feet therefrom
Fourth Avenue (Ord. No. 2896)	b. North	Beginning at a point 95 feet from the northwest corner of Fourth Avenue and Dunlewy Street and extending in a westerly direction for 30 feet therefrom
Grand Avenue	West	Beginning at a point located 25 feet south of the southwest corner of Grand Avenue and Asbury Avenue and extending 20 feet on center therefrom
Grand Avenue (Ord. No. 2016-29)	West	1109 Grand Avenue, which handicapped parking space shall begin 57 feet South of the Southwest corner of Grand Avenue and Fourth Avenue and extend 20 feet South. Space should be 20 feet on center and located on the West side of Grand Avenue
Grand Avenue	West	Beginning at a point located 25 feet south of the southerly curblineline of Monroe Avenue and extending 22 feet south therefrom

7-36 Handicapped Parking–Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
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Heck Street	a. West	Beginning at a point 200 feet from the southwest corner of Fourth Avenue and Heck Street and extending 25 feet southward therefrom
Heck Street (Ord. No. 3029)	b. East	Beginning at a point located 143 feet south of the southeast corner of Heck Street and Second Avenue and extending 20 feet on center therefrom
Kingsley Street (Ord. No. 2015-27)	North	Beginning at a point located 164 feet south of Kingsley Street's intersection with Deal Lake Drive and extending 20 feet on center therefrom, which space shall replace the City's current parking stall #1421.
Lake Avenue (Ord. No. 2984)	a. North	Beginning at a point 190 feet from the northwest corner of Press Plaza and Lake Avenue, proceeding westerly and extending 22 feet westerly
Lake Avenue (Ord. No. 2984)	b. North	Beginning at a point 215 feet from the northwest corner of Grand Avenue and Lake Avenue, proceeding westerly and extending 22 feet westerly
Lake Avenue (Ord. No. 2984)	c. North	Beginning at a point 25 feet from the northeast corner of Bond Street and Lake Avenue, proceeding easterly and extending 22 feet easterly
Lake Avenue (Ord. No. 2015-19)	d. North	Beginning at a point located 164 feet east of Press Plaza, positioned on the westbound side of Lake Avenue, and extending 20 feet on center therefrom
Langford Street (Ord. No. 2724)	West	Beginning at a point 137 feet in the northerly direction from the northwest corner of Third Avenue and Langford Street and extending north 25 feet therefrom
Main Street (Ord. No. 2839)	East	Beginning at a point located 25 feet from the northeast corner of the 700 block of Cookman Avenue and extending in a northerly direction 25 feet therefrom
Mattison Avenue (Ord. No. 2944)	a. East	Beginning at a point located 100 feet from the northeast corner of Mattison Avenue and Langford Street extending in an easterly direction 20 feet therefrom on center

7-36 Handicapped Parking—Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
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Mattison Avenue (Ord. No. 2984)	b. North	Beginning at a point 25 feet from the northwest corner of Bond Street and Mattison Avenue, proceeding westerly and extending 22 feet westerly
Mattison Avenue (Ord. No. 2984)	c. North	Beginning at a point 78 feet from the northwest corner of Emory Street and Mattison Avenue, proceeding westerly and extending 22 feet westerly
Monroe Avenue	a. South	Beginning at a point 79 feet from the southwest corner of Monroe Avenue and Emory Street and extending 35 feet westerly
Monroe Avenue (Ord. No. 2725)	b. South	Beginning at a point located 36 feet in the westerly direction from the southwest corner of Winn Avenue and Monroe Avenue and extending west 25 feet therefrom
Monroe Avenue (Ord. No. 2943)	c. West	Beginning at a point located 174 feet west of the southwest corner of Monroe Avenue and Grand Avenue extending in a westerly direction 20 feet on center therefrom
Monroe Avenue	d. South	Beginning at a point located 37 feet east of the sidewalk handicapped entrance ramp located at Monroe Avenue and Pine Street and extending 20 feet on center therefrom
Monroe Avenue	e. North	Beginning at a point located 90 feet west of the westerly curbline of Heck Street and extending west 22 feet therefrom
Ocean Avenue	a. East	Beginning at a point 72 feet north from the northeast corner of Sunset Avenue and Ocean Avenue and extending 20 feet northerly therefrom
Ocean Avenue	b. East	Beginning at a point 50 feet south from the southeast corner of Seventh Avenue and Ocean Avenue and extending 20 feet southerly therefrom
Ocean Avenue	c. East	Beginning at a point 35 feet from the northeast crosswalk of First Avenue and Ocean Avenue and extending 22 feet north therefrom
Ocean Avenue	d. East	Beginning at a point 35 feet from the northeast crosswalk of Second Avenue and Ocean Avenue and extending 22 feet north therefrom

7-36 Handicapped Parking–Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
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Ocean Avenue	e. East	Beginning at a point 29 feet from the northeast crosswalk of Fourth Avenue and Ocean Avenue and extending 44 feet north therefrom
Ocean Avenue	f. East	Beginning at a point 90 feet from the northeast crosswalk of Fifth Avenue and Ocean Avenue and extending 22 feet north therefrom
Ocean Avenue	g. East	Beginning at a point 82 feet from the southeast crosswalk of Sunset Avenue and Ocean Avenue and extending 22 feet south therefrom
Press Plaza (Ord. No. 2984)	West	Beginning at a point 50 feet from the northwest corner of Press Plaza and Lake Avenue, proceeding northerly and extending 22 feet northerly
Ridge Avenue (Ord. No. 2900)	North	Beginning at a point located 116 feet south of the southwest corner of Ridge Avenue and Stratford Street and extending in a southerly direction for 30 feet on the south side of the 100 block
Second Avenue	a. North	Beginning at a point 115 feet east from the northwest corner of Comstock Street and Second Avenue and extending 30 feet easterly therefrom
Second Avenue	b. South	Starting at a point 63 feet from the southwest center of Second Avenue and Comstock Street and extending 25 feet westerly therefrom
Sixth Avenue	a. North	Beginning at a point 365 feet from the western crosswalk line of Sixth Avenue and Memorial Drive, proceeding westerly and extending 10 feet west
Sixth Avenue	b. North	Beginning at a point 375 feet from the western crosswalk line of Sixth Avenue and Memorial Drive, proceeding westerly and extending 10 feet west
Sixth Avenue (Ord. No. 2963)	c. North	Beginning at a point located 188 feet east of the northeast corner of Park Avenue and Sixth Avenue and extending in an easterly direction 20 feet therefrom
Sixth Avenue (Ord. No. 3025)	d. South	Beginning at a point located 124 feet west of the southwest corner of Sixth Avenue and Park Avenue and extending 20 feet on center therefrom

7-36 Handicapped Parking—Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
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Springwood Avenue (Ord. No. 2016-19)	North	1215 Springwood Avenue, Block 1103, Lot 48, which handicapped parking space shall begin 110 feet east of the northeast corner of Springwood Avenue and Borden Avenue and extend 20 feet east and the space should be 20 feet on center and located on the north side of Springwood Avenue
Summerfield Avenue	South	Beginning at a point located 25 feet west of the westerly curblineline of Bond Street and extending 22 feet westerly therefrom
Summerfield Avenue	South	Beginning at a point located 25 feet east of the easterly curblineline of Bond Street and extending 20 feet easterly therefrom
Summerfield Avenue	South	Beginning at a point located 25 feet east of the westerly curblineline of Grand Avenue and extending 22 feet westerly therefrom
Sunset Avenue	North	Beginning at a point 220 feet from the northeast corner of Sunset Avenue and Comstock Street, proceeding easterly and extending 25 feet easterly
Third Avenue	a. North	Beginning at a point 58 feet east from the northeast corner of Third Avenue and Bridge Street and extending 20 feet easterly therefrom
Third Avenue	b. South	Beginning at a point 130 feet west from the southwest corner of Third Avenue and Langford Street and extending 30 feet westerly therefrom
Third Avenue	c. South	Beginning at a point 111 feet from the southwest corner of Third Avenue and Langford Street, extending 60 feet westerly therefrom
Third Avenue	d. South	Beginning at a point 180 feet from the southwest corner of Comstock Street and Third Avenue and extending 25 feet westerly
Third Avenue	e. South	Beginning at a point 84 feet from the southwest corner of Third Avenue and Langford Street and extending 85 feet westerly therefrom
Third Avenue	f. North	Beginning at a point located 91 feet north of the northeast corner of Third Avenue and Emory Street extending in a northeasterly direction 20 feet on center therefrom (Ord. No. 2942)
Third Avenue (Ord. No. 2016-21)	West	1310 Third Avenue, Block 1802, Lot 23, which handicapped parking space shall begin 277 feet west of the southwest corner of Third Avenue and New Street and extend 20 feet west; space should be 20

		feet on center and located on the south side of Third Avenue
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7-41 METERED PARKING.

7-41.1 Purpose.

The purpose of this section is to establish rates, schedules and policies in the metered and time-limit parking areas specified herein, and to permit the Asbury Park Parking Utility to establish procedures to be implemented pursuant to these policies. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.2 Definitions.

As used in this section:

Bangs Avenue Parking Garage shall mean the City-controlled 75 parking spots located within the Bangs Avenue Garage (located at 605 Bangs Avenue) that will be available to the public for monthly residential permits on a first come first served basis, with Zone 4 residents who have no off-street parking option(s) available to them having right of first refusal.

CBD shall mean the Central Business District Redevelopment Area, as designated and defined by the City.

Custom card shall mean a card that allows use for a certain period of time, and a certain number of uses. The user can park for the maximum parking duration (of up to 15 hours) for each use.

LPR (License Plate Recognition) is an image-processing technology used to identify vehicles by their license plates.

Non-Peak Season shall mean the time period from September 16th to May 14th of each year.

Pass/Permit shall mean prepaid parking via hang tags, stickers, Personal Identification Numbers (PINS), and/or Prepaid cards (Smart cards, Custom Cards and license plate recognition (LPR)).

Peak Season shall mean the time period from May 15th to September 15th of each year.

Personal Identification Number (PIN) shall mean a unique number that is purchased in bulk (minimum of 10), and can be utilized in the same manner as a Custom card for single day or multi-day events.

Smart card shall mean a prepaid parking card denoted by dollar value. A Smart Card does not have a use restriction, and can be reloaded at a machine.

WRA shall mean the Waterfront Redevelopment Area, as previously designated and defined by the City.

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.3 On-Street Metered Parking Schedules; Rates and Regulations.

a. On-Street Metered Parking.

The following regulations governing on-street metered parking, parking rates, time limits, and permit parking as set forth in the On-Street Metered Parking Schedule and the On-Street Metered Parking Rate Schedule are hereby approved and adopted for use within the City. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

On-Street Metered Parking Schedule (Subsection 7-41.3,a)							
Street Name	From	To	Metered Parking Duration	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Ocean Avenue	Asbury Avenue	Deal Lake Drive	9:00 am – 2:00 am	No Limit (Ord. No. 2015-55)	No	No	No
Kingsley Street	Asbury Avenue	Deal Lake Drive	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Asbury Avenue	Ocean Avenue	Heck Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
First Avenue	Ocean Avenue	Bergh Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Second Avenue	Ocean Avenue	Bergh Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Third Avenue	Ocean Avenue	Bergh Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Fourth Avenue	Ocean Avenue	Bergh Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Fifth Avenue	Ocean Avenue	Grand Avenue	9:00 am – 2:00 am	No Limit	Yes – Zone restricted	Yes – Zone restricted	Yes
Sunset Avenue	Ocean Avenue	Grand Avenue	9:00 am – 2:00 am	No Limit	Yes – Zone restricted	Yes – zone restricted	Yes

Sixth Avenue	Ocean Avenue	Webb Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Seventh Avenue	Ocean Avenue	Webb Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Eighth Avenue	Ocean Avenue	Webb Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Deal Lake Drive	Ocean Avenue	Webb Street	9:00 am – 2:00 am	No Limit	Yes -- Zone restricted	Yes - Zone restricted	Yes
Main Street	Springwood Avenue	Summerfield Avenue	9:00 am – 2:00 am	No Limit	No	No	Yes
Cookman Avenue	Kingsley Street	Main Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted (10pm-10am)	Yes
Lake Avenue	Wesley Lake Drive	Bond Street	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes

On-Street Metered Parking Schedule - Continued
(Subsection 7-41.3,a)

Street Name	From	To	Metered Parking Duration	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Mattison Avenue	Cookman Avenue	Main Street	9:00 am – 2:00 am	No Limit	No	Yes – Zone restricted (10pm-10am)	Yes
Bangs Avenue	Cookman Avenue	Main Street	9:00 am – 2:00 am	No Limit	No	Yes – Zone restricted (10pm-10am)	Yes
Summerfield Avenue	Grand Avenue	Main Street	9:00 am – 2:00 am	No Limit	Yes – Zone restricted	Yes – Zone restricted	Yes
Bond Street	Summerfield Avenue	Asbury Park City Limits	9:00 am – 2:00 am	No Limit	Yes – Zone restricted (between Summerfield and Bangs Aves)	Yes – Zone restricted (10pm-10am)	Yes
Emory Street	Summerfield Avenue	Lake Avenue	9:00 am – 2:00 am	No Limit	No	Yes – Zone restricted (10pm-10am)	Yes
Wesley Lake Drive	Lake Avenue	Cookman Avenue	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
St. James Place	Lake Avenue	Cookman Avenue	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Heck Street	Sewall Avenue	Cookman Avenue	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes

(Ord. No. 2015-25 § 7)							
Heck Street West Side only (Ord. No. 2015-25 § 7)	Cookman Avenue	Lake Avenue	9:00 am – 2:00 am	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Grand Avenue	Lake Avenue	Sewall Avenue	9:00 am – 2:00 am	No Limit	No	Yes – zone restricted	Yes
Monroe Avenue	Grand Avenue	Heck Street	9:00 am – 2:00 am	No Limit	No	Yes – zone restricted	Yes
Sewall Avenue	Grand Avenue	Heck Street	9:00 am – 2:00 am	No Limit	No	Yes – zone restricted	Yes

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-25)

b. On-Street Metered Parking Rate Schedules Adopted.

The parking rate schedules for on-street metered parking as set forth below are hereby approved and adopted for use within the City. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

On-Street Metered Parking Rate Schedules
(Subsection 7-41.3,b)

Metered Parking Rates CBD - Peak Season (May 15th - September 15th) (Subsection 7-41.3,b)				
Days	Times	CBD Spots (except Cookman Avenue)	Cookman Avenue (between Main Street and Grand Avenue)	Bangs Avenue Garage
Monday-Friday	9:00 am - 5:00 pm	\$1/hour	\$1/hour	\$1/hour
Monday-Thursday	5:00 pm - 2:00 am	\$1/hour	\$1/hour	\$1/hour
Friday	5:00 pm - 2:00 am	\$2/hour	\$2/hour	\$2/hour
Saturday, Sunday	9:00 am – 2:00 am	\$2/hour	\$2/hour	\$2/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates CBD - Non-Peak Season (September 16th – November 15th, March 15th – May 14th)
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(Subsection 7-41.3,b)				
Days	Times	CBD Spots (except Cookman Avenue)	Cookman Avenue (between Main Street and Grand Avenue)	Bangs Avenue Garage
Monday-Friday	9:00 am - 5:00 pm	\$0.50/hour	\$1/hour	\$0.50/hour
Monday- Thursday	5:00 pm - 2:00 am	\$1/hour	\$1/hour	\$1/hour
Friday, Saturday	5:00 pm - 2:00 am	\$1/hour	\$2/hour	\$1/hour
Sunday	9:00 am – 2:00 am	\$1/hour	\$1/hour	\$1/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates CBD - Winter Season (November 16th, March 14th) (Subsection 7-41.3,b)				
Days	Times	CBD Spots (except Cookman Avenue)	Cookman Avenue (between Main Street and Grand Avenue)	Bangs Avenue Garage
Monday-Friday	9:00 am - 5:00 pm	\$0.25/hour	\$0.25/hour	\$0.25/hour
Monday- Thursday, Sunday	5:00 pm - 2:00 am	\$0.50/hour	\$0.50/hour	\$0.50/hour
Friday, Saturday	5:00 pm - 2:00 am	\$1.00/hour	\$2.00/hour	\$1.00/hour
Sunday	9:00 am – 5:00 pm	\$1.00/hour	\$1.00/hour	\$1.00/hour

Metered Parking Rates WRA - Peak Season (May 15th - September 15th) (Subsection 7-41.3,b)			
Days	Times	WRA Spots (except Ocean Avenue)	Ocean Avenue
Monday-Thursday	9:00 am – 2:00 am	\$1.00/hour	\$2.00/hour
Friday	9:00 am -5:00 pm	\$1.00/hour	\$2.00/hour
Friday	5:00 pm - 2:00 am	\$2.00/hour	\$2.00/hour
Saturday, Sunday	9:00 am – 2:00 am	\$2.00/hour	\$2.00/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates WRA - Non-Peak Season (March 15th – May 14th, September 16th – November 15th) (Subsection 7-41.3,b)			
Days	Times	WRA Spots (except Ocean Avenue)	Ocean Avenue
All	9:00 am – 2:00 am	\$1.00/hour	\$2.00/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates WRA - Winter Season (November 16th – March 14th) (Subsection 7-41.3,b)			
Days	Times	WRA Spots (except Ocean Avenue)	Ocean Avenue
Monday-Thursday	9:00 am – 2:00 am	\$0.25/hour	\$0.50/hour
Friday	9:00 am – 5:00 pm	\$0.25/hour	\$0.50/hour
Friday	5:00 pm – 2:00 am	\$1.00/hour	\$2.00/hour
Saturday	9:00 am – 2:00 am	\$1.00/hour	\$2.00/hour
Sunday	9:00 am – 2:00 am	\$0.50/hour	\$1.00/hour

c. \$10.00 per Day Option.

The City shall offer \$10.00 per day parking for metered parking spaces. The \$10.00 per day option for on-street permit parking is not permitted in the CBD (Zone 4) or along Ocean Avenue. (Ord. No. 2982; Ord. No. 2015-55 § 3,c,2)

d. 15-minute Parking

All zones shall have 15-minute parking rates which shall be one-quarter of the 60-minute parking rate but never less than twenty-five cents per hour.

e. Handicapped Metered Parking Spaces

For purposes of compliance with N.J.S.A. 39:4-207, no penalty shall be imposed for the parking overtime of persons and/or vehicles covered by N.J.S.A. 39:4-207, so long as the maximum time shall have been purchased, and so long as said individual and/or vehicle shall have been parked in one location for not more than 24 hours.

7-41.4 City Controlled Metered Parking Lots.**a. City Controlled Metered Parking Lot Schedules Adopted.**

The City hereby establishes metered parking in the City controlled parking lots referenced in the City Controlled Metered Parking Lot Schedules. (Ord. No. 2015-11; Ord. No. 2016-25)

City Controlled Metered Parking Lot Schedule – Locations and Regulations (Subsection 7-41.4,a)					
Name	Location	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Asbury Park Municipal Parking Lot (City Hall)	One Municipal Plaza	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Bangs Avenue Parking Garage	605 Bangs Avenue	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Transportation Center Parking Lot	Parking lot situated immediately to the south of the Asbury Park Transportation Center	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Memorial Drive Parking	Parking lot situated immediately to the west of City Hall/Transportation Center (west side of railroad tracks)	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes

(Ord. No. 2015-11; Ord. No. 2015-25; Res. No. 2015-217; Ord. No. 2015-55; Ord. No. 2016-25)

b. City Controlled Metered Parking Lot Rates

City Controlled Metered Parking Lot Rates (Subsection 7-41.4,b)			
Name	Location	Metered Parking Duration	Meter Rate
Asbury Park Municipal (City Hall) Parking Lot	One Municipal Plaza	Weekdays (M-F): p.m. – 2 a.m. Saturdays, Sundays and Holidays: 9 a.m. – 2 a.m.	\$1.00 per 60 minutes \$10.00 per day
Transportation Center Parking Lot	Parking lot situated immediately to the south of the Asbury Park Transportation Center	Weekdays (M-F): p.m. – 2 a.m. Saturdays, Sundays and Holidays:	\$1.00 per 60 minutes \$10.00 per day

		9 a.m. – 2 a.m.	
Memorial Drive Parking Lot	Parking lot situated immediately to the west of City Hall/Transportation Center (west side of railroad tracks)	Weekdays (M-F): p.m. – 2 a.m. Saturdays, Sundays and Holidays: 9 a.m. – 2 a.m.	5 \$1.00 per 60 minutes \$10.00 per day
Bangs Avenue Parking Garage	605 Bangs Avenue	Weekdays (M-F): p.m. – 2 a.m. Saturdays, Sundays and Holidays: 9 a.m. – 2 a.m.	6 \$1.00 per 60 minutes \$10.00 per day

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.5 Residential and Employee Permit Schedules, Fees and Regulations.

Residential and Employee Permits can be purchased by residents and employees, respectively, for parking in the following designated zones:

Zone	Street Name	From	To	Side	Permit Parking Duration	Employee Passes Allowed	Residential Permits Allowed
Zone 1	Kingsley Street	Sixth Avenue	Deal Lake Drive	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 1	Sixth Avenue	Ocean Avenue	Webb Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 1	Seventh Avenue	Ocean Avenue	Webb Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 1	Eighth Avenue	Ocean Avenue	Webb Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 1	Deal Lake Drive	Ocean Avenue	Webb Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted

Zone 2	Cookman Avenue	Heck Street	Asbury Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Heck Street	Sewall Avenue	Lake Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	St. James Place	Cookman Avenue	Lake Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Wesley Lake Drive	Cookman Avenue	Lake Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Lake Avenue	Heck Street	Wesley Lake Drive	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Grand Avenue	Monroe Avenue	Sewall Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Monroe Avenue	Grand Avenue	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Sewall Avenue	Grand Avenue	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 3	Asbury Avenue	Ocean Avenue	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	First Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	Second Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	Third Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted

Zone 3	Fourth Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 4	Lake Avenue	Bond Street	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 5:30 pm (7-Day Employee), 9:00 am – 5:30 pm (7-Day Employee, Sept. 16 – May 14, Monday-Thursday, between Grand Ave. and Heck St.)	5-Day, 7-Day	Yes - Zone restricted
Zone 4	Grand Avenue	Cookman Avenue	Lake Avenue	Both	9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 5:30 pm (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Bond Street	Summerfield Avenue	Bangs Avenue	Both	9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 5:30 pm (7-Day Employee), 10:00 pm-10:00am (Residential)	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Bond Street	Bangs Avenue	Lake Avenue	Both	10:00 pm-10:00am (Residential)	No	Yes – Zone restricted
Zone 4	Mattison Avenue	Main Street	Cookman Avenue	Both	10:00 pm-10:00am (Residential)	No	Yes – Zone restricted
Zone 4	Emory Street	Summerfield Avenue	Bangs Avenue	Both	All Times (Residential) – 3-Hour Time Limit	No	Yes – Zone restricted
Zone 4	Emory Street	Lake Avenue	Bangs Avenue	Both	10:00 pm – 10:00 am (Residential)	No	Yes – Zone restricted
Zone 4	Summerfield Avenue	Main Street	Grand Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Main Street	Lake Avenue	Summerfield Avenue	Both	10:00 pm – 10:00 am (Residential)	No	Yes – Zone restricted
Zone 4	City Hall Lot	Cookman Avenue	Bangs Avenue	N/A	Monday – Friday 5:00 pm – 2:00 am, Weekends/ Holidays 9:00 am – 2:00 am (Residential), 5:00 pm – 2:00 am (7-Day Employee)	7-Day	Yes – Zone restricted
Zone 4	Transportation Center Lot	Cookman Avenue	Springwood Avenue	N/A	9:00 am – 2:00 am (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Memorial Drive Lot	Springwood Avenue	Bangs Avenue	N/A	9:00 am – 2:00 am (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 2:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 5	First Avenue	Heck Street	Bergh Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted

Zone 5	Third Avenue	Heck Street	Bergh Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Fourth Avenue	Heck Street	Bergh Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Fifth Avenue	Grand Avenue	Bergh Street	Both	All Times (Residential), Residential-Only (5:00 pm – 8:00 am)– South Side	No	Yes – Zone restricted
Zone 5	Sunset Avenue	Grand Avenue	Webb Street	Both	All Times (Residential), Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Eighth Avenue	Park Avenue	Webb Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted

The following fee schedule for residential and employee permits is hereby approved and adopted for use within the various Zones of the City described above.:

a. Fees for Residential Parking Permits.

1. Zones 1, 2, 3 and 5: \$90/year (Permit #1); \$120/year (Permit #2); \$150/year (Permit #3)*; and \$180/year (Permit #4)*.

* Only permitted in approved extenuating circumstances, such as where there exist more than two resident drivers with cars per dwelling unit, subject to City verification.

2. Zone 4 –Bangs Avenue Parking Garage - \$75/month.
3. Zone 4 -\$90/year (Permit #1); \$120/year (Permit #2).
4. Additional regulations concerning residential and employee permits are set forth in Section Five below.

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-02)

b. Fees for Employee Parking Permits:

1. 5-day card: \$120/year, or \$10/month; and
2. 7-day card: \$180/year, or \$15/month.

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-02; Ord. No. 2016-25)

c. Residential Parking Permit Regulations.

Residential parking permits, which shall be in the form of hang tags, stickers, or license plate recognition (LPR), shall be allowed in Zones 1, 2, 3, 4, and 5.

1. In Zones 1, 2, 3 and 5, all residential permits shall be limited to one (1) per dwelling unit unless the owner demonstrates a lack of garage and/or driveway area, subject to City verification. In such cases, there shall be a limit of two (2) per dwelling unit. In

circumstances where additional resident drivers with cars occupy a dwelling unit, or in other approved extenuating circumstances, then up to two (2) additional permits can be awarded subject to City verification.

2. All Zone 4 residential permits are limited to residents that demonstrate a lack of off-street parking access (garage, driveway, surface lot, or other off-street parking), subject to City verification. Access to one (1) off-street parking spot limits the resident to one (1) permit per unit dwelling. Residents with access to zero (0) off-street parking spots shall be limited to two (2) permits per dwelling unit.

d. Employee Parking Permit Regulations.

Employee permits shall be allowed in Zones 1, 2, 3, and 4 with use of pre-programmed smart cards that can be purchased monthly or annually.

e. Proof of Residency or Employment.

Legal proof of residence or employment shall be required for all permits. In addition, proof that the vehicle is associated with the particular dwelling unit shall be required for residential parking permits.

f. Special Permits

The Asbury Park Board of Education shall be provided with no more than fifty special permits gratis per school year in order to accommodate faculty and staff parking along Summerfield Avenue.

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.6 General Metered Parking Regulations.

The following general regulations shall be applicable within the City:

a. Amendments to Rates.

The Governing Body shall be authorized to temporarily amend the parking rates set forth herein through the adoption of a Resolution for years 2016 and later. Said amendments may be based upon the results of the demand pricing model or as otherwise needed.

b. Suspension of Metered Parking; Holidays, Approval by City.

Metered parking shall be suspended on the following holidays:

1. New Year's Day;
2. Veteran's Day;
3. Thanksgiving Day;
4. Christmas Day; and
5. Other dates/time periods as approved by the City Council by Resolution.

7-41.7 Additional Fees and Policies; Discounts and Smart Cards; Event Parking.

The following additional fees and policies are hereby established:

a. Smart Cards.

The City of Asbury Park offers the following discount on the initial purchase of smart cards to encourage use by all residents. Such discounted smart cards shall be available at the headquarters of the Parking Utility.

1. Fifty dollars (\$50.00) worth of parking for forty-five dollars (\$45.00).
2. Seventy-five dollars (\$75.00) worth of parking for sixty-five dollars (\$65.00).
3. One hundred dollars (\$100.00) worth of parking for eighty-five (\$85.00).
4. Two hundred dollars (\$200.00) worth of parking for One hundred seventy dollars (\$170.00)

b. All event parking is and will continue to be handled through the Special Events Committee.

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.8 Penalties.

Any person who violates any provision of this section shall, upon conviction, be liable to the following penalties:

- a. For time limit and expired metered parking for areas not covered in (b) below: thirty-six dollars (\$36.00)
- b. For expired metered parking in fifteen (15) minute zones: fifty-five dollars (\$55.00)
- c. For parking in permit-only designated spaces without a permit: thirty dollars (\$30.00)
- d. For any other violations, the penalties shall be as prescribed in Chapter 1, Section 1-5 of the City Code, or by applicable State Statute.

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.10 Guidelines.

The City Manager and his/her designee(s) is hereby authorized to develop and implement guidelines concerning operational enforcement and related issues, in accordance with the policies set forth in this section. Such guidelines may include the establishment of advertising rates on

the meters and establishment of various zones. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.11 Metered Parking Appendix.

(reserved)

7-42 EMERGENCY AND TEMPORARY PARKING REGULATIONS.

7-42.1 Parking Temporarily Prohibited.

In accordance with the provisions of this section, no person shall park or stand any vehicle upon any streets or parts thereof in deference to an emergent or temporary regulation as posted.

- a. Upon declaration of an emergency, there shall be no parking upon streets or sections of streets where temporary emergent conditions exist with respect to highway and road conditions, weather, accidents, fires or public celebrations which dictate or require the avoidance of hazards or other conditions which interfere with the flow of traffic or safety and welfare of the general public.
- b. The herein listed personnel are hereby authorized and empowered to declare an emergency and direct the posting of emergency no parking signs: the City Manager (or designee), Police Chief (or highest ranking Officer), Fire Chief and the Director of the Department of Public Works.
- c. It shall be deemed to be reasonable notification to vehicles parked within the locations of the emergent condition by the posting of emergency/temporary regulation signs.
- d. Any unoccupied vehicle parked or standing in violation of this chapter shall be deemed a nuisance and hazard, and any police officer may provide for the removal of said vehicle. The owner of the vehicle shall pay the costs for the removal and storage which may result from such removal before regaining possession of the vehicle.
- e. Any owner or other person legally entitled to the return of any vehicle removed by the Police Department shall be required to pay, in addition to the full amount of fees

chargeable for towing and storing of said vehicle, any fines, interest, penalties and costs that may be imposed under the terms of N.J.S.A. 39:4-139.13a through d and the terms of this chapter.

- f. The amount of any unpaid fees, the payment of which is required hereunder, shall constitute a debt due to the City of Asbury Park and shall be collectible in the manner provided by law in a court of competent jurisdiction.
- g. Any member of the Police Department may cause the immobilization or impoundment of such a vehicle found within the jurisdiction of the City of Asbury Park, if there are any outstanding warrants against such vehicle.

7-42.2 Temporary Reservation of Parking Spaces.

Parking spaces may be reserved for commercial vehicles involved in moving, special events or large deliveries, or for construction purposes on a temporary basis. Personal uses are not allowed for temporary reservation. Temporary reservations will be enforced with cones, temporary no parking signs, or other methods as deemed suitable by the City Manager (or designee), Police Department or the Parking Utility.

a. Fees.

Temporary reservation of parking spaces can be purchased in 4, 8, 12 and 24-hour increments for commercial vehicles and daily for construction purposes in accordance with the following pricing (per space):

Area	4 hours	8 hours	12 hours	24 hours	Daily (Construction)
Non-metered space (approximately 20 feet in length)	N/A	N/A	N/A	N/A	\$5.00
CBD metered space (except Cookman Ave)	\$10.00	\$15.00	\$20.00	\$40.00	\$15.00
Cookman Avenue metered space	\$15.00	\$20.00	\$25.00	\$50.00	\$30.00
WRA metered space (except Ocean Ave)	\$10.00	\$15.00	\$20.00	\$40.00	\$15.00
Ocean Avenue metered space	\$15.00	\$20.00	\$25.00	\$50.00	\$30.00

b. Time Limits.

Temporary reservation of a parking space for non-construction purposes may not exceed 24 hours, unless approved by resolution of the City Council.

c. Other Regulations.

1. Signs will be posted no less than 24 hours prior to the event in metered parking areas and no less than 48 hours prior to the event in non-metered parking areas.
2. All reservations must be received a minimum of 5 business days prior to the effective date. Reservations submitted less than five (5) business days prior to the event start date are subject to an expedited fee of \$25.00.
3. If the location of the address requested to be reserved is a non-metered space but is not a legal parking space (such as driveway, fire hydrant, within 25 feet from a crosswalk or intersection, or handicapped space), Parking Utility officers will post signs at the closest location at their discretion.
4. Temporary reservation of parking spaces does not recuse vehicles from observation of street cleaning/alternate side of the street parking regulations.
5. Temporary reservation of parking spaces for City construction in the public right-of-way are at no charge.
6. The approval of special event functions may result in an altered parking fee per space subject to review by the Special Events Committee in accordance with §4-10.4 of the City Code. The parking fee per space to be paid will be the higher of the two fees.

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

7-11 TIME LIMIT PARKING.**7-11.1 Parking Time Limited on Certain Streets.**

No person shall park a vehicle for longer than the time limit between the hours listed on any day (except Sundays and public holidays) upon any of the streets or parts of streets described.

<u>Name of Street</u>	<u>Sides</u>	<u>Hours</u>	<u>Time Limit</u>	<u>Location</u>
<u>Summerfield Avenue</u>	<u>South</u>	<u>7:00 am – 6:00 pm</u>	<u>15-Minute</u>	<u>Beginning at a point 25 feet from the easterly curblin<u>e</u> of Main Street and extending to a point <u>44</u> feet easterly therefrom</u>

Locations for parking time limited on certain streets may be found on file in the City Offices.

(2000 Code § 7-11.1; Ord. No. 1168 § 2; Ord. No. 2027 § 2; Ord. No. 2043 § 1; Ord. No. 2075 § 1; Ord. No. 2094 § 1; Ord. No. 2122 § 1; Ord. No. 2129 § 1; Ord. No. 2204 § 1; Ord. No. 2289 § 1; Ord. No. 2352 § 1; Ord. No. 2376; Ord. No. 2605; Ord. No. 2874; Ord. No. 2906; Ord. No. 2936; Ord. No. 2982; Ord. No. 3001; Ord. No. 2015-15; Ord. No. 2015-20; Ord. No. 2015-51)

7-16 ANGLE PARKING.

No angle parking shall be permitted in the City of Asbury Park except at the locations described below that are designated for angle parking at an angle so indicated. (2000 Code § 7-16; Ord. No. 2461 § 1; Ord. No. 2778; Ord. No. 2983; Ord. No. 2016-31)

Angle Parking at a 45° Angle:		
<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Deal Lake Drive (Ord. No. 2016-31)	Westbound (along north side curb line)	Kingsley Street to NJ DOT Right-Of-Way
Fifth Avenue	South	Main Street to Memorial Drive

First Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
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7-16 Angle Parking–Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
First Avenue–Continued	b. On both sides of the south roadway on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	
Fourth Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
	b. On both sides of the south roadway on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	
Grand Avenue	West	Cookman Avenue to Lake Avenue
Lake Avenue	South	a. Emory Street to St. James Place b. From Wesley Lake Drive to Bond Street (Ord. No. 2983)
Lake Avenue (Ord. No. 2983)	North	Grand Avenue to Bond Street
Mattison Avenue (Ord. No. 2983)	South	Main Street to Cookman Avenue (compact cars only)

Memorial Drive	West	Fifth Avenue to Sunset Avenue
Plaza Place	East	Entire length

7-16 Angle Parking–Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Second Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
	b. On both sides of the south roadway on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	
<u>Eighth Avenue</u>	<u>South (Reverse Angle)</u>	<u>Webb Street to Kingsley Street</u>
Seventh Avenue	On both sides of the center island of each street	Ocean Avenue to Kingsley Street
Sixth Avenue	On both sides of the center island of each street	Ocean Avenue to Kingsley Street
Sunset Avenue	North	Ocean Avenue to Kingsley Street
Third Avenue	a. On both sides of the north roadway on each of the portions of the named streets, lying between the north curb and the north line of the parkway in the centers of the streets	Ocean Avenue to Kingsley Street
	b. On both sides of the south roadway, on each of the named streets, lying between the south curb and the south line of the parkway in the centers of the streets	

~~7-17 SEASONAL PARKING PERMITS.~~

~~—Specific information on seasonal parking permits may found on file in the City Offices.
(2000 Code §§ 7-17.1-7-17.9; Ord. No. 2335; Ord. No. 2874; Ord. No. 2906; Ord. No. 2936; Ord. No. 2982)~~

7-36 HANDICAPPED PARKING.

7-36.1 Handicapped Parking on Streets.

a. In accordance with the provisions of N.J.S.A. 39:4-197, the following on-street locations are designated as handicapped parking places. Such spaces are for use by persons who have been issued special identification cards or plates or placards by the New Jersey Motor Vehicle Commission, or a temporary placard issued by the Chief of Police. No other person shall be permitted to park in these places.

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

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

(2000 Code § 7-36.1; Ord. No. 2013 § 1; Ord. No. 2292 § 1; Ord. No. 2315 § 1; Ord. No. 2398; Ord. No. 2405; Ord. No. 2447; Ord. No. 2451 § 1; Ord. No. 2459 § 1; Ord. No. 2492; Ord. No. 2514; Ord. No. 2521; Ord. No. 2576; Ord. No. 2604; Ord. No. 2613; Ord. No. 2636; Ord. No. 2724; Ord. No. 2725; Ord. No. 2746; Ord. No. 2747; Ord. No. 2838; Ord. No. 2839; Ord. No. 2854; Ord. No. 2895; Ord. No. 2896; Ord. No. 2900; Ord. No. 2942; Ord. No. 2943; Ord. No. 2944; Ord. No. 2945; Ord. No. 2963; Ord. No. 2984; Ord. No. 2995; Ord. No. 3832; Ord. No. 3050; Ord. No. 3060; Ord. No. 3070; Ord. No. 3078; Ord. No. 3087; Ord. No. 3088; Ord. No. 2015-19; Ord. No. 2015-26; Ord. No. 2015-27; Ord. No. 2016-19; Ord. No. 2016-21; Ord. No. 2016-29; Ord. No. 2016-38)

7-36 Handicapped Parking		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Asbury Avenue (Ord. No. 3021)	South	Beginning at a point located 239 feet west of the southwest corner of Asbury Avenue and Comstock Street and extending 20 feet on center therefrom
Atkins Avenue	a. West	Beginning at a point 59 feet from the northwest corner of Bangs Avenue and Atkins Avenue and extending 25 feet northward therefrom

Atkins Avenue (Ord. No. 2854)	b. East	Beginning at a point located five (5) feet north of the church driveway (south side of church) in the 100 block of Atkins Avenue (east side of street) and continuing north for twenty-five (25) feet
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7-36 Handicapped Parking–Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Atkins Avenue (Ord. No. 3087)	c. West	Beginning at a point located 76 feet north of the northwest corner of Springwood Avenue and Atkins Avenue and extending 20 feet on center therefrom
Bangs Avenue	a. South	Beginning at a point 33 feet from the southeast corner of Bangs Avenue and Emory Street, then continuing easterly for 24 feet along Bangs Avenue
Bangs Avenue	b. North	Beginning at a point 107 feet west from the northwest corner of Bangs Avenue and Main Street and extending 20 feet westerly therefrom
Bangs Avenue (Ord. No. 2984)	c. South	Beginning at a point 25 feet from the southwest corner of Emory Street and Bangs Avenue, proceeding westerly and extending 22 feet westerly
Bangs Avenue (Ord. No. 2984)	d. North	Beginning at a point 25 feet from the northwest corner of Bond Street and Bangs Avenue, proceeding westerly and extending 22 feet westerly
Bangs Avenue (Ord. No. 2978)	e. North	Beginning at a point located 80 feet west of the northwest corner of Bangs Avenue and DeWitt Avenue and extending 20 feet westerly therefrom
Bangs Avenue (Ord. No. 3044)	f. North	Beginning at a point located 147 feet east of the northeast corner of Bangs Avenue and Borden Avenue and extending 20 feet on center therefrom
Bergh Street (Ord. No. 3008)	East	Beginning at a point located 50 feet south of the southeast corner of Second Avenue and Bergh Street and extending 20 feet southerly on center therefrom
Comstock Street	East	Beginning at a point 153 feet from the northeast corner of Sunset Avenue and Comstock Street, proceeding northbound and extending 30 feet north
Cookman Avenue	a. South	Beginning at a point 265 feet west from the southwest corner of Cookman Avenue and Grand Avenue and extending 20 feet westerly therefrom
Cookman Avenue	b. South	Beginning at a point 25 feet east from the southeast corner of Cookman Avenue and Langford Street and extending 50 feet easterly therefrom

7-36 Handicapped Parking–Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Cookman Avenue (Ord. No. 2984)	c. South	Beginning at a point 68 feet from the southwest corner of Bond Street and Cookman Avenue, proceeding westerly and extending 22 feet westerly
Cookman Avenue (Ord. No. 2984)	d. North	Beginning at a point 47 feet from the southwest corner of Mattison Avenue and Cookman Avenue, proceeding westerly and extending 22 feet westerly
Deal Lake Drive (Ord. No. 2016-38)	South	4 Deal Lake Court, which handicapped parking space shall begin 105 feet East of the Southeast corner of Deal Lake Drive and Park Avenue and extend 20 feet East. Space should be 20 feet on center and located on the South side of Deal Lake Drive
DeWitt Avenue	a. East	Beginning at a point 47 feet northerly from the Neptune Township borderline and extending 23 feet northerly therefrom
DeWitt Avenue (Ord. No. 3832)	b. West	Beginning at a point located 30 feet from southwest corner of the driveway of 27 DeWitt Avenue and extending in a southerly direction 25 feet therefrom
DeWitt Avenue (Ord. No. 3023)	c. West	Beginning at a point located 148 feet south of the southwest corner of DeWitt Avenue and Springwood Avenue and extending 20 feet on center therefrom
Drury Lane	a. West	Beginning at a point 145 feet from the northwest corner of Sunset Avenue and Drury Lane proceeding northbound and extending 18 feet easterly
Drury Lane	b. West	Beginning at a point 184 feet from the northwest corner of Sunset Avenue and Drury Lane proceeding northbound and extending 18 feet easterly
Elizabeth Avenue (Ord. No. 3024)	a. East	Beginning at a point located 35 feet north of the northeast corner of Elizabeth Avenue and McKinley Place and extending 20 feet on center therefrom
Elizabeth Avenue (Ord. No. 3024)	b. East	Beginning at a point located 57 feet north of the northeast corner of Elizabeth Avenue and McKinley Place and extending 20 feet on center therefrom
Fifth Avenue (Ord. No. 3060)	South	Beginning at a point located 123 feet east of the southeast corner of Main Street and Fifth Avenue and extending 20 feet on center therefrom

7-36 Handicapped Parking–Continued		
<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Fifth Avenue (Ord. No. 2015-07)	North	Beginning at a point located 165 feet east of the northeast corner of Fifth Avenue and Pine Street and extending 20 feet on center therefrom
First Avenue	a. South	Beginning at a point 100 feet east from the southeast corner of Comstock Street and First Avenue and extending 30 feet easterly therefrom
First Avenue	b. South	Beginning at a point 25 feet west from the southwest corner of First Avenue and Grand Avenue and extending 25 feet westerly therefrom
First Avenue (Ord. No. 3020)	c. North	Beginning at a point located 148 feet west of the northwest corner of First Avenue and Pine Street and extending 20 feet on center therefrom
First Avenue (Ord. No. 3078)	d. South	Beginning at a point located 94 feet west of the southwest corner of First Avenue and Comstock Street and extending 20 feet on center therefrom
Fourth Avenue (Ord. No. 2896)	a. North	Beginning at a point located 61 feet from the northwest corner of Fourth Avenue and Dunlewy Street and extending in a westerly direction for 30 feet therefrom
Fourth Avenue (Ord. No. 2896)	b. North	Beginning at a point 95 feet from the northwest corner of Fourth Avenue and Dunlewy Street and extending in a westerly direction for 30 feet therefrom
Grand Avenue	West	Beginning at a point located 25 feet south of the southwest corner of Grand Avenue and Asbury Avenue and extending 20 feet on center therefrom
Grand Avenue (Ord. No. 2016-29)	West	1109 Grand Avenue, which handicapped parking space shall begin 57 feet South of the Southwest corner of Grand Avenue and Fourth Avenue and extend 20 feet South. Space should be 20 feet on center and located on the West side of Grand Avenue
<u>Grand Avenue</u>	<u>West</u>	<u>Beginning at a point located 25 feet south of the southerly curblineline of Monroe Avenue and extending 22 feet south therefrom</u>

7-36 Handicapped Parking–Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
Heck Street	a. West	Beginning at a point 200 feet from the southwest corner of Fourth Avenue and Heck Street and extending 25 feet southward therefrom
Heck Street (Ord. No. 3029)	b. East	Beginning at a point located 143 feet south of the southeast corner of Heck Street and Second Avenue and extending 20 feet on center therefrom
Kingsley Street (Ord. No. 2015-27)	North	Beginning at a point located 164 feet south of Kingsley Street's intersection with Deal Lake Drive and extending 20 feet on center therefrom, which space shall replace the City's current parking stall #1421.
Lake Avenue (Ord. No. 2984)	a. North	Beginning at a point 190 feet from the northwest corner of Press Plaza and Lake Avenue, proceeding westerly and extending 22 feet westerly
Lake Avenue (Ord. No. 2984)	b. North	Beginning at a point 215 feet from the northwest corner of Grand Avenue and Lake Avenue, proceeding westerly and extending 22 feet westerly
Lake Avenue (Ord. No. 2984)	c. North	Beginning at a point 25 feet from the northeast corner of Bond Street and Lake Avenue, proceeding easterly and extending 22 feet easterly
Lake Avenue (Ord. No. 2015-19)	d. North	Beginning at a point located 164 feet east of Press Plaza, positioned on the westbound side of Lake Avenue, and extending 20 feet on center therefrom
Langford Street (Ord. No. 2724)	West	Beginning at a point 137 feet in the northerly direction from the northwest corner of Third Avenue and Langford Street and extending north 25 feet therefrom
Main Street (Ord. No. 2839)	East	Beginning at a point located 25 feet from the northeast corner of the 700 block of Cookman Avenue and extending in a northerly direction 25 feet therefrom
Mattison Avenue (Ord. No. 2944)	a. East	Beginning at a point located 100 feet from the northeast corner of Mattison Avenue and Langford Street extending in an easterly direction 20 feet therefrom on center

7-36 Handicapped Parking–Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
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Mattison Avenue (Ord. No. 2984)	b. North	Beginning at a point 25 feet from the northwest corner of Bond Street and Mattison Avenue, proceeding westerly and extending 22 feet westerly
Mattison Avenue (Ord. No. 2984)	c. North	Beginning at a point 78 feet from the northwest corner of Emory Street and Mattison Avenue, proceeding westerly and extending 22 feet westerly
Monroe Avenue	a. South	Beginning at a point 79 feet from the southwest corner of Monroe Avenue and Emory Street and extending 35 feet westerly
Monroe Avenue (Ord. No. 2725)	b. South	Beginning at a point located 36 feet in the westerly direction from the southwest corner of Winn Avenue and Monroe Avenue and extending west 25 feet therefrom
Monroe Avenue (Ord. No. 2943)	c. West	Beginning at a point located 174 feet west of the southwest corner of Monroe Avenue and Grand Avenue extending in a westerly direction 20 feet on center therefrom
Monroe Avenue	d. South	Beginning at a point located 37 feet east of the sidewalk handicapped entrance ramp located at Monroe Avenue and Pine Street and extending 20 feet on center therefrom
<u>Monroe Avenue</u>	<u>e. North</u>	<u>Beginning at a point located 90 feet west of the westerly curbline of Heck Street and extending west 22 feet therefrom</u>
Ocean Avenue	a. East	Beginning at a point 72 feet north from the northeast corner of Sunset Avenue and Ocean Avenue and extending 20 feet northerly therefrom
Ocean Avenue	b. East	Beginning at a point 50 feet south from the southeast corner of Seventh Avenue and Ocean Avenue and extending 20 feet southerly therefrom
Ocean Avenue	c. East	Beginning at a point 35 feet from the northeast crosswalk of First Avenue and Ocean Avenue and extending 22 feet north therefrom
Ocean Avenue	d. East	Beginning at a point 35 feet from the northeast crosswalk of Second Avenue and Ocean Avenue and extending 22 feet north therefrom

7-36 Handicapped Parking–Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
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Ocean Avenue	e. East	Beginning at a point 29 feet from the northeast crosswalk of Fourth Avenue and Ocean Avenue and extending 44 feet north therefrom
Ocean Avenue	f. East	Beginning at a point 90 feet from the northeast crosswalk of Fifth Avenue and Ocean Avenue and extending 22 feet north therefrom
Ocean Avenue	g. East	Beginning at a point 82 feet from the southeast crosswalk of Sunset Avenue and Ocean Avenue and extending 22 feet south therefrom
Press Plaza (Ord. No. 2984)	West	Beginning at a point 50 feet from the northwest corner of Press Plaza and Lake Avenue, proceeding northerly and extending 22 feet northerly
Ridge Avenue (Ord. No. 2900)	North	Beginning at a point located 116 feet south of the southwest corner of Ridge Avenue and Stratford Street and extending in a southerly direction for 30 feet on the south side of the 100 block
Second Avenue	a. North	Beginning at a point 115 feet east from the northwest corner of Comstock Street and Second Avenue and extending 30 feet easterly therefrom
Second Avenue	b. South	Starting at a point 63 feet from the southwest center of Second Avenue and Comstock Street and extending 25 feet westerly therefrom
Sixth Avenue	a. North	Beginning at a point 365 feet from the western crosswalk line of Sixth Avenue and Memorial Drive, proceeding westerly and extending 10 feet west
Sixth Avenue	b. North	Beginning at a point 375 feet from the western crosswalk line of Sixth Avenue and Memorial Drive, proceeding westerly and extending 10 feet west
Sixth Avenue (Ord. No. 2963)	c. North	Beginning at a point located 188 feet east of the northeast corner of Park Avenue and Sixth Avenue and extending in an easterly direction 20 feet therefrom
Sixth Avenue (Ord. No. 3025)	d. South	Beginning at a point located 124 feet west of the southwest corner of Sixth Avenue and Park Avenue and extending 20 feet on center therefrom

7-36 Handicapped Parking—Continued

<i>Name of Street</i>	<i>Side</i>	<i>Location</i>
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Springwood Avenue (Ord. No. 2016-19)	North	1215 Springwood Avenue, Block 1103, Lot 48, which handicapped parking space shall begin 110 feet east of the northeast corner of Springwood Avenue and Borden Avenue and extend 20 feet east and the space should be 20 feet on center and located on the north side of Springwood Avenue
<u>Summerfield Avenue</u>	<u>South</u>	<u>Beginning at a point located 25 feet west of the westerly curblane of Bond Street and extending 22 feet westerly therefrom</u>
<u>Summerfield Avenue</u>	<u>South</u>	<u>Beginning at a point located 25 feet east of the easterly curblane of Bond Street and extending 20 feet easterly therefrom</u>
<u>Summerfield Avenue</u>	<u>South</u>	<u>Beginning at a point located 25 feet east of the westerly curblane of Grand Avenue and extending 22 feet westerly therefrom</u>
Sunset Avenue	North	Beginning at a point 220 feet from the northeast corner of Sunset Avenue and Comstock Street, proceeding easterly and extending 25 feet easterly
Third Avenue	a. North	Beginning at a point 58 feet east from the northeast corner of Third Avenue and Bridge Street and extending 20 feet easterly therefrom
Third Avenue	b. South	Beginning at a point 130 feet west from the southwest corner of Third Avenue and Langford Street and extending 30 feet westerly therefrom
Third Avenue	c. South	Beginning at a point 111 feet from the southwest corner of Third Avenue and Langford Street, extending 60 feet westerly therefrom
Third Avenue	d. South	Beginning at a point 180 feet from the southwest corner of Comstock Street and Third Avenue and extending 25 feet westerly
Third Avenue	e. South	Beginning at a point 84 feet from the southwest corner of Third Avenue and Langford Street and extending 85 feet westerly therefrom
Third Avenue	f. North	Beginning at a point located 91 feet north of the northeast corner of Third Avenue and Emory Street extending in a northeasterly direction 20 feet on center therefrom (Ord. No. 2942)
Third Avenue (Ord. No. 2016-21)	West	1310 Third Avenue, Block 1802, Lot 23, which handicapped parking space shall begin 277 feet west of the southwest corner of Third Avenue and New Street and extend 20 feet west; space should be 20

		feet on center and located on the south side of Third Avenue
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7-41 METERED PARKING.

7-41.1 Purpose.

The purpose of this section is to establish rates, schedules and policies in the metered and time-limit parking areas specified herein, and to permit the Asbury Park Parking Utility to establish procedures to be implemented pursuant to these policies. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.2 Definitions.

As used in this section:

Bangs Avenue Parking Garage shall mean the City-controlled 75 parking spots located within the Bangs Avenue Garage (located at 605 Bangs Avenue)that will be available to the public for monthly residential permits on a first come first served basis, with Zone 4 residents who have no off-street parking option(s)available to them having right of first refusal.

CBD shall mean the Central Business District Redevelopment Area, as designated and defined by the City.

Custom card shall mean a card that allows use for a certain period of time, and a certain number of uses. The user can park for the maximum parking duration (of up to 15 hours) for each use.

LPR (License Plate Recognition) is an image-processing technology used to identify vehicles by their license plates.

Non-Peak Season shall mean the time period from September 16th to May 14th of each year.

Pass/Permit shall mean prepaid parking via hang tags, stickers, Personal Identification Numbers (PINS), and/or Prepaid cards (Smart cards, Custom Cards and license plate recognition (LPR)).

Peak Season shall mean the time period from May 15th to September 15th of each year.

Personal Identification Number (PIN) shall mean a unique number that is purchased in bulk (minimum of 10), and can be utilized in the same manner as a Custom card for single day or multi-day events.

Smart card shall mean a prepaid parking card denoted by dollar value. A Smart Card does not have a use restriction, and can be reloaded at a machine.

WRA shall mean the Waterfront Redevelopment Area, as previously designated and defined by the City.

(Ord. No. 2982, Ord. No. 2015-55; Ord. No. 2016-25)

7-41.3 On-Street Metered Parking Schedules; Rates and Regulations.

a. On-Street Metered Parking.

The following regulations governing on-street metered parking, parking rates, time limits, and permit parking as set forth in the On-Street Metered Parking Schedule and the On-Street Metered Parking Rate Schedule are hereby approved and adopted for use within the City. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

On-Street Metered Parking Schedule (Subsection 7-41.3,a)							
Street Name	From	To	Metered Parking Duration	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Ocean Avenue	Asbury Avenue	Deal Lake Drive	9:00 am – Midnight <u>2:00 am</u>	No Limit (Ord. No. 2015-55)	No	No	No
Kingsley Street	Asbury Avenue	Deal Lake Drive	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Asbury Avenue	Ocean Avenue	Heck Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
First Avenue	Ocean Avenue	Bergh Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Second Avenue	Ocean Avenue	Bergh Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Third Avenue	Ocean Avenue	Bergh Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Fourth Avenue	Ocean Avenue	Bergh Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Fifth Avenue	Ocean Avenue	Bergh Street <u>Grand Avenue</u>	9:00 am – Midnight <u>2:00 am</u>	No Limit	No <u>Yes – Zone restricted</u>	No <u>Yes – Zone restricted</u>	Yes

Sunset Avenue	Ocean Avenue	Webb Street <u>Grand Avenue</u>	9:00 am – Midnight <u>2:00 am</u>	No Limit	No <u>Yes</u> – Zone <u>restricted</u>	No <u>Yes</u> – zone <u>restricted</u>	Yes
Sixth Avenue	Ocean Avenue	Webb Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Seventh Avenue	Ocean Avenue	Webb Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Eighth Avenue	Ocean Avenue	Webb Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Deal Lake Drive	Ocean Avenue	Webb Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes -- Zone restricted	Yes - Zone restricted	Yes
<u>Main Street</u>	<u>Springwood Avenue</u>	<u>Summerfield Avenue</u>	<u>9:00 am – 2:00 am</u>	<u>No Limit</u>	<u>No</u>	<u>No</u>	<u>Yes</u>
Cookman Avenue	Kingsley Street	Main Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted (10pm-10am)	Yes
Lake Avenue	Wesley Lake Drive	Bond Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes

On-Street Metered Parking Schedule - Continued

(Subsection 7-41.3,a)

Street Name	From	To	Metered Parking Duration	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Mattison Avenue	Cookman Avenue	Main Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	No	No <u>Yes</u> – Zone <u>restricted</u> (10pm-10am)	Yes
Bangs Avenue	Cookman Avenue	Main Street	9:00 am – Midnight <u>2:00 am</u>	No Limit	No	No <u>Yes</u> – Zone <u>restricted</u> (10pm-10am)	Yes
<u>Summerfield Avenue</u>	<u>Grand Avenue</u>	<u>Main Street</u>	9:00 am – Midnight <u>2:00 am</u>	<u>No Limit</u>	<u>Yes</u> – <u>Zone</u> <u>restricted</u>	<u>Yes</u> – <u>Zone</u> <u>restricted</u>	<u>Yes</u>
Bond Street	Summerfield Avenue	<u>Lake Avenue</u> <u>Asbury Park City Limits</u>	9:00 am – Midnight <u>2:00 am</u>	No Limit	No <u>Yes</u> – Zone <u>restricted</u> (between Summerfield and Bangs Aves)	No <u>Yes</u> – Zone <u>restricted</u> (10pm-10am)	Yes
Emory Street	Summerfield Avenue	Lake Avenue	9:00 am – Midnight <u>2:00 am</u>	No Limit	No	<u>Yes</u> – <u>Zone</u> <u>restricted</u> (10pm-10am)	Yes

Wesley Lake Drive	Lake Avenue	Cookman Avenue	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
St. James Place	Lake Avenue	Cookman Avenue	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Heck Street (Ord. No. 2015-25 § 7)	Sewall Avenue	Cookman Avenue	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Heck Street West Side only (Ord. No. 2015-25 § 7)	Cookman Avenue	Lake Avenue	9:00 am – Midnight <u>2:00 am</u>	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
<u>Grand Avenue</u>	<u>Lake Avenue</u>	<u>Sewall Avenue</u>	<u>9:00 am – 2:00 am</u>	<u>No Limit</u>	<u>No</u>	<u>Yes – zone restricted</u>	<u>Yes</u>
<u>Monroe Avenue</u>	<u>Grand Avenue</u>	<u>Heck Street</u>	<u>9:00 am – 2:00 am</u>	<u>No Limit</u>	<u>No</u>	<u>Yes – zone restricted</u>	<u>Yes</u>
<u>Sewall Avenue</u>	<u>Grand Avenue</u>	<u>Heck Street</u>	<u>9:00 am – 2:00 am</u>	<u>No Limit</u>	<u>No</u>	<u>Yes – zone restricted</u>	<u>Yes</u>

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-25)

b. On-Street Metered Parking Rate Schedules Adopted.

The parking rate schedules for on-street metered parking as set forth below are hereby approved and adopted for use within the City. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

On-Street Metered Parking Rate Schedules
(Subsection 7-41.3,b)

Metered Parking Rates CBD - Peak Season (May 15th - September 15th) (Subsection 7-41.3,b)				
Days	Times	Other-CBD Spots (<u>except Cookman Avenue</u>)	Cookman Avenue (<u>between Main Street and Grand Avenue</u>)	Bangs Avenue Garage
Monday-Friday	9:00 am - 5:00 pm	\$0.75 <u>1</u> /hour	\$1/hour	\$0.75 <u>1</u> /hour
Monday-Thursday	5:00 pm - 12 <u>2</u> :00 am	\$1/hour	\$1/hour	\$1/hour
Friday	5:00 pm - 12 <u>2</u> :00 am	\$2/hour	\$2/hour	\$2/hour

Saturday, Sunday	9:00 am – 12 2:00 am	\$2/hour	\$2/hour	\$2/hour
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(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates CBD - Non-Peak Season (September 16th – May November 14th, March 15th – May 14th) (Subsection 7-41.3,b)				
Days	Times	Other CBD Spots (except <u>Cookman Avenue</u>)	<u>Cookman Avenue</u> (between Main Street and Grand Avenue)	<u>Bangs Avenue</u> <u>Garage</u>
Monday-Friday	9:00 am - 5:00 pm	\$0.50/hour	\$1/hour	\$0.50/hour
Monday-Thursday	5:00 pm - 12 2:00 am	\$1/hour	\$1/hour	\$1/hour
Friday, Saturday	5:00 pm - 12 2:00 am	\$1/hour	\$2/hour	\$1/hour
Saturday , Sunday	9:00 am – 12 2:00 am	\$1/hour	\$1/hour	\$1/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

<u>Metered Parking Rates CBD - Winter Season</u> <u>(November 16th, March 14th)</u> (Subsection 7-41.3,b)				
<u>Days</u>	<u>Times</u>	<u>CBD Spots</u> (except <u>Cookman Avenue</u>)	<u>Cookman Avenue</u> (between Main Street and Grand Avenue)	<u>Bangs Avenue</u> <u>Garage</u>
<u>Monday-Friday</u>	<u>9:00 am - 5:00 pm</u>	<u>\$0.25/hour</u>	<u>\$0.25/hour</u>	<u>\$0.25/hour</u>
<u>Monday-Thursday, Sunday</u>	<u>5:00 pm - 2:00 am</u>	<u>\$0.50/hour</u>	<u>\$0.50/hour</u>	<u>\$0.50/hour</u>
<u>Friday, Saturday</u>	<u>5:00 pm - 2:00 am</u>	<u>\$1.00/hour</u>	<u>\$2.00/hour</u>	<u>\$1.00/hour</u>
<u>Sunday</u>	<u>9:00 am – 5:00 pm</u>	<u>\$1.00/hour</u>	<u>\$1.00/hour</u>	<u>\$1.00/hour</u>

Metered Parking Rates WRA - Peak Season (May 15th - September 15th) (Subsection 7-41.3,b)				
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Days	Times	Other WRA Spots (<u>except Ocean Avenue</u>)	Ocean Avenue
Monday-Thursday	9:00 am – 12:00 am	\$1.00/hour	\$2.00/hour
Friday	9:00 am -5:00 pm	\$1.00/hour	\$2.00/hour
Friday	5:00 pm - 12:00 am	\$2.00/hour	\$2.00/hour
Saturday, Sunday	9:00 am – 12:00 am	\$2.00/hour	\$2.00/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates WRA - Non-Peak Season

(~~September 16th – May 14th~~ March 15th – May 14th, September 16th – November 15th)

(Subsection 7-41.3,b)

Days	Times	Other WRA Spots (<u>except Ocean Avenue</u>)	Ocean Avenue
All	9:00 am – 12:00 am	\$1.00/hour	\$2.00/hour

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

Metered Parking Rates WRA - Winter Season

(November 16th – March 14th)

(Subsection 7-41.3,b)

<u>Days</u>	<u>Times</u>	<u>WRA Spots</u> (<u>except Ocean Avenue</u>)	<u>Ocean Avenue</u>
<u>Monday-Thursday</u>	<u>9:00 am – 2:00 am</u>	<u>\$0.25/hour</u>	<u>\$0.50/hour</u>
<u>Friday</u>	<u>9:00 am – 5:00 pm</u>	<u>\$0.25/hour</u>	<u>\$0.50/hour</u>
<u>Friday</u>	<u>5:00 pm – 2:00 am</u>	<u>\$1.00/hour</u>	<u>\$2.00/hour</u>
<u>Saturday</u>	<u>9:00 am – 2:00 am</u>	<u>\$1.00/hour</u>	<u>\$2.00/hour</u>
<u>Sunday</u>	<u>9:00 am – 2:00 am</u>	<u>\$0.50/hour</u>	<u>\$1.00/hour</u>

c. \$10.00 per Day Option.

The City shall offer \$10.00 per day parking for metered parking spaces. The \$10.00 per day option for on-street permit parking is not permitted in any area(s) where metered parking is set at \$2.00 or more per hour the CBD (Zone 4) or along Ocean Avenue. (Ord. No. 2982; Ord. No. 2015-55 § 3,c,2)

d. 15-minute Parking

All zones shall have ~~30~~15-minute parking rates which shall be one-half quarter of the ~~sixty~~60-minute parking rate but never less than ~~fifty~~twenty-five cents per hour.

e. Handicapped Metered Parking Spaces

For purposes of compliance with N.J.S.A. 39:4-207, no penalty shall be imposed for the parking overtime of persons and/or vehicles covered by N.J.S.A. 39:4-207, so long as the maximum time shall have been purchased, and so long as said individual and/or vehicle shall have been parked in one location for not more than 24 hours.

7-41.4 City Controlled Metered Parking Lots.

a. City Controlled Metered Parking Lot Schedules Adopted.

The City hereby establishes metered parking in the City controlled parking lots referenced in the City Controlled Metered Parking Lot Schedules. (Ord. No. 2015-11; Ord. No. 2016-25)

City Controlled Metered Parking Lot Schedule – Locations and Regulations (Subsection 7-41.4,a)					
Name	Location	Time Limit	Employee Passes Allowed	Residential Permits	Event Passes Allowed
Asbury Park Municipal Parking Lot (City Hall)	One Municipal Plaza	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Bangs Avenue Parking Garage	605 Bangs Avenue	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Transportation Center Parking Lot	Parking lot situated immediately to the south of the Asbury Park Transportation Center	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes
Memorial Drive Parking	Parking lot situated immediately to the west of City Hall/Transportation Center (west side of railroad tracks)	No Limit	Yes - Zone restricted	Yes - Zone restricted	Yes

(Ord. No. 2015-11; Ord. No. 2015-25; Res. No. 2015-217; Ord. No. 2015-55; Ord. No. 2016-25)

b. City Controlled Metered Parking Lot Rates

City Controlled Metered Parking Lot Rates (Subsection 7-41.4,b)

Name	Location	Metered Parking Duration	Meter Rate
Asbury Park Municipal (City Hall) Parking Lot	One Municipal Plaza	Weekdays (M-F): 5 p.m. – midnight <u>2 a.m.</u> Saturdays, Sundays and Holidays: 9 a.m. – midnight <u>2 a.m.</u>	\$1.00 per 60 minutes \$10.00 per day
Transportation Center Parking Lot	Parking lot situated immediately to the south of the Asbury Park Transportation Center	Weekdays (M-F): 5 p.m. – midnight <u>2 a.m.</u> Saturdays, Sundays and Holidays: 9 a.m. – midnight <u>2 a.m.</u>	\$1.00 per 60 minutes \$10.00 per day
Memorial Drive Parking Lot	Parking lot situated immediately to the west of City Hall/Transportation Center (west side of railroad tracks)	Weekdays (M-F): 5 p.m. – midnight <u>2 a.m.</u> Saturdays, Sundays and Holidays: 9 a.m. – midnight <u>2 a.m.</u>	\$1.00 per 60 minutes \$10.00 per day
Bangs Avenue Parking Garage	605 Bangs Avenue	Weekdays (M-F): 6 p.m. – midnight <u>2 a.m.</u> Saturdays, Sundays and Holidays: 9 a.m. – midnight <u>2 a.m.</u>	\$1.00 per 60 minutes \$10.00 per day

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.5 ~~Fee Schedule for~~ Residential and Employee Permits Schedules, Fees and Regulations.

Residential and Employee Permits can be purchased by residents and employees, respectively, for parking in the following designated zones:

<u>Zone</u>	<u>Street Name</u>	<u>From</u>	<u>To</u>	<u>Side</u>	<u>Permit Parking Duration</u>	<u>Employee Passes Allowed</u>	<u>Residential Permits Allowed</u>
Zone 1	Kingsley Street	Sixth Avenue	Deal Lake Drive	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 1	Sixth Avenue	Ocean Avenue	Webb Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 1	Seventh Avenue	Ocean Avenue	Webb Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 1	Eighth Avenue	Ocean Avenue	Webb Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 1	Deal Lake Drive	Ocean Avenue	Webb Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Cookman Avenue	Heck Street	Asbury Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Heck Street	Sewall Avenue	Lake Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	St. James Place	Cookman Avenue	Lake Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Wesley Lake Drive	Cookman Avenue	Lake Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Lake Avenue	Heck Street	Wesley Lake Drive	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Grand Avenue	Monroe Avenue	Sewall Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 2	Monroe Avenue	Grand Avenue	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day	5-Day, 7-Day	Yes – Zone restricted

					Employee), 9:00 am – 12:00 am (7-Day Employee)		
Zone 2	Sewall Avenue	Grand Avenue	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 3	Asbury Avenue	Ocean Avenue	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	First Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	Second Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	Third Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 3	Fourth Avenue	Ocean Avenue	Bergh Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes - Zone restricted
Zone 4	Lake Avenue	Bond Street	Heck Street	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 5:30 pm (7-Day Employee), 9:00 am – 5:30 pm (7-Day Employee, Sept. 16 – May 14, Monday-Thursday, between Grand Ave. and Heck St.)	5-Day, 7-Day	Yes - Zone restricted
Zone 4	Grand Avenue	Cookman Avenue	Lake Avenue	Both	9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 5:30 pm (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Bond Street	Summerfield Avenue	Bangs Avenue	Both	9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 5:30 pm (7-Day Employee), 10:00 pm-10:00am (Residential)	5-Day, 7-Day	Yes – Zone restricted No
Zone 4	Bond Street	Bangs Avenue	Lake Avenue	Both	10:00 pm-10:00am (Residential)	No	Yes – Zone restricted
Zone 4	Mattison Avenue	Main Street	Cookman Avenue	Both	10:00 pm-10:00am (Residential)	No	Yes – Zone restricted
Zone 4	Emory Street	Summerfield Avenue	Bangs Avenue	Both	All Times (Residential) – 3-Hour Time Limit	No	Yes – Zone restricted
Zone 4	Emory Street	Lake Avenue	Bangs Avenue	Both	10:00 pm – 10:00 am (Residential)	No	Yes – Zone restricted

Zone 4	Summerfield Avenue	Main Street	Grand Avenue	Both	All Times (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Main Street	Lake Avenue	Summerfield Avenue	Both	10:00 pm – 10:00 am (Residential)	No	Yes – Zone restricted
Zone 4	City Hall Lot	Cookman Avenue	Bangs Avenue	N/A	Monday – Friday 5:00 pm – 12:00 am, Weekends/ Holidays 9:00 am – 12:00 am (Residential), 5:00 pm – 12:00 am (7-Day Employee)	7-Day	Yes – Zone restricted
Zone 4	Transportation Center Lot	Cookman Avenue	Springwood Avenue	N/A	9:00 am – 12:00 am (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 4	Memorial Drive Lot	Springwood Avenue	Bangs Avenue	N/A	9:00 am – 12:00 am (Residential), 9:00 am – 5:30 pm (5-Day Employee), 9:00 am – 12:00 am (7-Day Employee)	5-Day, 7-Day	Yes – Zone restricted
Zone 5	First Avenue	Heck Street	Bergh Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Third Avenue	Heck Street	Bergh Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Fourth Avenue	Heck Street	Bergh Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Fifth Avenue	Grand Avenue	Bergh Street	Both	All Times (Residential), Residential-Only (5:00 pm – 8:00 am)– South Side	No	Yes – Zone restricted
Zone 5	Sunset Avenue	Grand Avenue	Webb Street	Both	All Times (Residential), Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted
Zone 5	Eighth Avenue	Park Avenue	Webb Street	Both	Residential-Only (5:00 pm – 8:00 am)– North Side	No	Yes – Zone restricted

The following fee schedule for residential and employee permits is hereby approved and adopted for use within the various Zones of the City described above. ~~(which Zones have been previously designated and which are shown on a Map which is attached hereto as Schedule “B”):~~

a. Fees for Residential Parking Permits.

1. Zones 1, 2, 3 and 5: \$90/year (Permit #1); \$120/year (Permit #2); \$150/year (Permit #3)*; and \$180/year (Permit #4)*.

* Only permitted in approved extenuating circumstances, such as where there exist more than two resident drivers with cars per dwelling unit, subject to City verification.

2. Zone 4 –Bangs Avenue Parking Garage - \$75/month.

3. Zone 4 -\$90/year (Permit #1); \$120/year (Permit #2).

4. Additional regulations concerning residential and employee permits are set forth in Section Five below.

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-02)

b. Fees for Employee Parking Permits:

1. 5-day card: \$120/year, or \$10/month; and

2. 7-day card: \$180/year, or \$15/month.

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-02; Ord. No. 2016-25)

dc. Residential Parking Permits Regulations.

Residential parking permits, which shall be in the form of hang tags, stickers, or license plate recognition (LPR), shall be allowed in Zones 1, 2, 3, and 4, and 5, as shown on the City Map(s) found at the end of this section titled "Residential Parking Map."

1. In Zones 1, 2, and 3 and 5, all residential permits shall be limited to one (1) per dwelling unit unless the owner demonstrates a lack of garage and/or driveway area, subject to City verification. In such cases, there shall be a limit of two (2) per dwelling unit. In circumstances where additional resident drivers with cars occupy a dwelling unit, or in other approved extenuating circumstances, then up to two (2) additional permits can be awarded subject to City verification.

2. All Zone 4 residential permits are limited to residents that demonstrate a lack of off-street parking access (garage, driveway, surface lot, or other off-street parking), subject to City verification. Access to one (1) off-street parking spot limits the resident to one (1) permit per unit dwelling. Residents with access to zero (0) off-street parking spots shall be limited to two (2) permits per dwelling unit.

ed. Employee Parking Permits Regulations.

Employee permits shall be allowed in Zones 1, 2, 3, and 4, as shown on the City Map(s) found at the end of this section titled "5 Day Parking Map" and "7 Day Parking Map" with use of pre-programmed smart cards that can be purchased monthly or annually.

1. — 5 Day Card.

There will be a 5-day card valid Monday through Friday from 9 a.m. to 5:30 p.m. in all Zones. In Zone 4, parking is allowed on Lake Avenue between Bond Street and Heck Street, Bond Street between Summerfield Avenue and Bangs Avenue, Grand Avenue between Lake Avenue and Cookman Avenue, and the Transportation Center and Memorial Drive parking lots. In Zones 1, 2, and 3, employee parking is allowed as indicated on the City map "5 Day Parking Map" found at the end of this section.

2. — 7 Day Card.

~~A 7-day card will be valid in all locations and times as the 5-Day card but also valid on Mondays through Fridays from 5:30 p.m. to 12:00 a.m. and all day weekends/holidays. In Zone 4, during these times parking will only be allowed in the Municipal, Transportation Center, and Memorial Drive parking lots. In Zone 4, parking will also be allowed on Lake Avenue, between Grand Avenue and Heck Street, on Mondays through Thursdays from 9:00 a.m. to 12:00 a.m., during the non-peak season. In Zones 1, 2, and 3, employee parking is allowed as indicated on the City map "7 Day Parking Map" found at the end of this section.~~

~~f.~~ Proof of Residency or Employment.

Legal proof of residence or employment shall be required for all permits. In addition, proof that the vehicle is associated with the particular dwelling unit shall be required for residential parking permits.

f. Special Permits

The Asbury Park Board of Education shall be provided with no more than fifty special permits gratis per school year in order to accommodate faculty and staff parking along Summerfield Avenue.

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.6 General Metered Parking Regulations.

The following general regulations shall be applicable within the City:

a. Amendments to Rates.

The Governing Body shall be authorized to temporarily amend the parking rates set forth herein through the adoption of a Resolution for years 2016 and later. Said amendments may be based upon the results of the demand pricing model or as otherwise needed.

b. Suspension of Metered Parking; Holidays, Approval by City.

Metered parking shall be suspended on the following holidays:

1. New Year's Day;
2. Veteran's Day;
3. Thanksgiving Day;
4. Christmas Day; and
5. Other dates/time periods as approved by the City Council by Resolution.

~~c. Commencement of Metered Rates and Regulations.~~

The metered rates set forth herein shall take effect in the respective areas when all of the following actions have been completed by the Parking Utility:

- ~~1. Striping and numbering of on-street and off-street parking spaces;~~

~~2.—Installation of meters; and~~

~~3.—Notification of public via publication in an official newspaper as required by law and posting on City website.~~

~~d.—Residential Parking Permits.~~

~~Residential parking permits, which shall be in the form of hang tags, stickers, or license plate recognition (LPR), shall be allowed in Zones 1, 2, 3, and 4, as shown on the City Map(s) found at the end of this section titled "Residential Parking Map."~~

~~1.—In Zones 1, 2 and 3, all residential permits shall be limited to one (1) per dwelling unit unless the owner demonstrates a lack of garage and/or driveway area, subject to City verification. In such cases, there shall be a limit of two (2) per dwelling unit. In circumstances where additional resident drivers with cars occupy a dwelling unit, or in other approved extenuating circumstances, then up to two(2) additional permits can be awarded subject to City verification.~~

~~2.—All Zone 4 residential permits are limited to residents that demonstrate a lack of off-street parking access (garage, driveway, surface lot, or other off-street parking), subject to City verification. Access to one (1) off-street parking spot limits the resident to one (1) permit per unit dwelling. Residents with access to zero (0) off-street parking spots shall be limited to two (2) permits per dwelling unit.~~

~~e.—Employee Parking Permits.~~

~~Employee permits shall be allowed in Zones 1, 2, 3, and 4, as shown on the City Map(s) found at the end of this section titled "5-Day Parking Map" and "7-Day Parking Map" with use of pre-programmed smart cards that can be purchased monthly or annually.~~

~~1.—5-Day Card.~~

~~There will be a 5-day card valid Monday through Friday from 9 a.m. to 5:30 p.m. in all Zones. In Zone 4, parking is allowed on Lake Avenue between Bond Street and Heck Street, Bond Street between Summerfield Avenue and Bangs Avenue, Grand Avenue between Lake Avenue and Cookman Avenue, and the Transportation Center and Memorial Drive parking lots. In Zones 1, 2, and 3, employee parking is allowed as indicated on the City map "5-Day Parking Map" found at the end of this section.~~

~~2.—7-Day Card.~~

~~A 7-day card will be valid in all locations and times as the 5-Day card but also valid on Mondays through Fridays from 5:30 p.m. to 12:00 a.m. and all day weekends/holidays. In Zone 4, during these times parking will only be allowed in the Municipal, Transportation Center, and Memorial Drive parking lots. In Zone 4, parking will also be allowed on Lake Avenue, between Grand Avenue and Heck Street, on Mondays through Thursdays from 9:00 a.m. to 12:00 a.m., during the non-peak season. In Zones 1, 2, and 3, employee parking is allowed as indicated on the City map "7-Day Parking Map" found at the end of this section.~~

~~f.—Proof of Residency or Employment.~~

~~Legal proof of residence or employment shall be required for all permits. In addition, proof that the vehicle is associated with the particular dwelling unit shall be required for residential parking permits.~~

~~(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)~~

7-41.7 Additional Fees and Policies; Discounts and Smart Cards; Event Parking.

The following additional fees and policies are hereby established:

a. Smart Cards.

The City of Asbury Park offers the following discount on the initial purchase of smart cards to encourage use by all residents. Such discounted smart cards shall be available at the headquarters of the Parking Utility.

1. Fifty dollars (\$50.00) worth of parking for forty-five dollars (\$45.00).
2. Seventy-five dollars (\$75.00) worth of parking for sixty-five dollars (\$65.00).
3. One hundred dollars (\$100.00) worth of parking for eighty-five (\$85.00).
4. Two hundred dollars (\$200.00) worth of parking for One hundred seventy dollars (\$170.00)

b. All event parking is and will continue to be handled through the Special Events Committee.

(Ord. No. 2982; Ord. No. 2015-25; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.8 Penalties.

Any person who violates any provision of this section shall, upon conviction, be liable to the following penalties:

a. For time limit and expired metered parking for areas not covered in (b) below: thirty-six dollars (\$36.00)

b. For expired metered parking in fifteen (15) minute zones: fifty-five dollars (\$55.00)

c. For parking in permit-only designated spaces without a permit: thirty dollars (\$30.00)

ed. For any other violations, the penalties shall be as prescribed in Chapter 1, Section 1-5 of the City Code, or by applicable State Statute.

(Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

7-41.10 Guidelines.

The City Manager and his/her designee(s) is hereby authorized to develop and implement guidelines concerning operational enforcement and related issues, in accordance with the policies set forth in this section. Such guidelines may include the establishment of advertising rates on the meters and establishment of various zones. (Ord. No. 2982; Ord. No. 2015-55; Ord. No. 2016-25)

-
Residential Parking Map

~~(See separate file)~~

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-
-
-
5 Day Parking Map

~~(See separate file)~~

-
-
-
7 Day Parking Map

~~(See separate file)~~

-
-

7-41.11 Metered Parking Appendix.

~~(reserved)~~

Asbury Park, New Jersey
ORDINANCE NO. 2016-37

**~~AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER VII "TRAFFIC",
SUBSECTION 7-41 "METERED PARKING" OF THE "REVISED GENERAL
ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY."~~**

-
~~WHEREAS, on May 13, 2015, the City Council of the City of Asbury Park adopted Ordinance 2015-11, which established subsection 7-41 "Metered Parking"; and~~

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

- 1. ~~In addition to the current hourly parking rates in the following zones we are adding an option of \$10 flat rate a day in Zone 1 (not Ocean Ave), 2, 3 not 4(CBD).~~

2. ~~All zones shall have 30 minute parking which shall be one-half of the sixty minute parking rate but never less than fifty cents~~
3. ~~300 Block Resident parking All year; Between 5:00 PM and 8:00 AM; Specific blocks of North side of First Avenue, Third Avenue, Fourth Avenue between Bergh and Heck Street; South Side of Fifth Avenue between Bergh and Heck Street; North Side of Sunset, Eighth Avenue between Webb and Park between the hours of 5:00 PM and 8:00 AM subject to the following:

 - a. ~~— The fee schedule for residential permits is as follows: \$90/year (Permit #1); \$120/year (Permit #2); \$150/year (Permit #3); and \$180/year (Permit #4, which is only permitted in approved extenuating circumstances, such as where there exist more than two resident drivers with cars per dwelling unit, subject to City verification);~~
 - b. ~~— Residential parking permits shall be in the form of hang tags, stickers, or license plate recognition (LPR);~~
 - c. ~~— Residential parking permits shall be limited to one (1) per dwelling unit unless the owner demonstrates a lack of garage and/or driveway area, subject to City verification. In such cases, there shall be a limit of two (2) per dwelling unit. In circumstances where additional resident drivers with cars occupy a dwelling unit, or in other approved extenuating circumstances, then up to two (2) additional permits can be awarded subject to City verification;~~
 - d. ~~— Legal proof of residence or employment shall be required for all permits. In addition, proof that the vehicle is associated with the particular dwelling unit shall be required for residential parking permits.~~~~

Adopted: September 14, 2016

7-42 EMERGENCY AND TEMPORARY PARKING REGULATIONS.

7-42.1 Parking Temporarily Prohibited.

In accordance with the provisions of this section, no person shall park or stand any vehicle upon any streets or parts thereof in deference to an emergent or temporary regulation as posted.

- a. Upon declaration of an emergency, there shall be no parking upon streets or sections of streets where temporary emergent conditions exist with respect to highway and road conditions, weather, accidents, fires or public celebrations which dictate or require the avoidance of hazards or other conditions which interfere with the flow of traffic or safety and welfare of the general public.
- b. The herein listed personnel are hereby authorized and empowered to declare an emergency and direct the posting of emergency no parking signs: the City Manager (or designee), Police Chief (or highest ranking Officer), Fire Chief and the Director of the Department of Public Works.

- c. It shall be deemed to be reasonable notification to vehicles parked within the locations of the emergent condition by the posting of emergency/temporary regulation signs.
- d. Any unoccupied vehicle parked or standing in violation of this chapter shall be deemed a nuisance and hazard, and any police officer may provide for the removal of said vehicle. The owner of the vehicle shall pay the costs for the removal and storage which may result from such removal before regaining possession of the vehicle.
- e. Any owner or other person legally entitled to the return of any vehicle removed by the Police Department shall be required to pay, in addition to the full amount of fees chargeable for towing and storing of said vehicle, any fines, interest, penalties and costs that may be imposed under the terms of N.J.S.A. 39:4-139.13a through d and the terms of this chapter.
- f. The amount of any unpaid fees, the payment of which is required hereunder, shall constitute a debt due to the City of Asbury Park and shall be collectible in the manner provided by law in a court of competent jurisdiction.
- g. Any member of the Police Department may cause the immobilization or impoundment of such a vehicle found within the jurisdiction of the City of Asbury Park, if there are any outstanding warrants against such vehicle.

7-42.2 Temporary Reservation of Parking Spaces.

Parking spaces may be reserved for commercial vehicles involved in moving, special events or large deliveries, or for construction purposes on a temporary basis. Personal uses are not allowed for temporary reservation. Temporary reservations will be enforced with cones, temporary no parking signs, or other methods as deemed suitable by the City Manager (or designee), Police Department or the Parking Utility.

a. Fees.

Temporary reservation of parking spaces can be purchased in 4, 8, 12 and 24-hour increments for commercial vehicles and daily for construction purposes in accordance with the following pricing (per space):

<u>Area</u>	<u>4 hours</u>	<u>8 hours</u>	<u>12 hours</u>	<u>24 hours</u>	<u>Daily (Construction)</u>
<u>Non-metered space (approximately 20 feet in length)</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>\$5.00</u>

<u>CBD metered space (except Cookman Ave)</u>	<u>\$10.00</u>	<u>\$15.00</u>	<u>\$20.00</u>	<u>\$40.00</u>	<u>\$15.00</u>
<u>Cookman Avenue metered space</u>	<u>\$15.00</u>	<u>\$20.00</u>	<u>\$25.00</u>	<u>\$50.00</u>	<u>\$30.00</u>
<u>WRA metered space (except Ocean Ave)</u>	<u>\$10.00</u>	<u>\$15.00</u>	<u>\$20.00</u>	<u>\$40.00</u>	<u>\$15.00</u>
<u>Ocean Avenue metered space</u>	<u>\$15.00</u>	<u>\$20.00</u>	<u>\$25.00</u>	<u>\$50.00</u>	<u>\$30.00</u>

b. Time Limits.

Temporary reservation of a parking space for non-construction purposes may not exceed 24 hours, unless approved by resolution of the City Council.

c. Other Regulations.

1. Signs will be posted no less than 24 hours prior to the event in metered parking areas and no less than 48 hours prior to the event in non-metered parking areas.
2. All reservations must be received a minimum of 5 business days prior to the effective date. Reservations submitted less than five (5) business days prior to the event start date are subject to an expedited fee of \$25.00.
3. If the location of the address requested to be reserved is a non-metered space but is not a legal parking space (such as driveway, fire hydrant, within 25 feet from a crosswalk or intersection, or handicapped space), Parking Utility officers will post signs at the closest location at their discretion.
4. Temporary reservation of parking spaces does not recuse vehicles from observation of street cleaning/alternate side of the street parking regulations.
5. Temporary reservation of parking spaces for City construction in the public right-of-way are at no charge.
6. The approval of special event functions may result in an altered parking fee per space subject to review by the Special Events Committee in accordance with §4-10.4 of the City Code. The parking fee per space to be paid will be the higher of the two fees.



**Asbury Park, New Jersey
ORDINANCE NO. 2017-11**

**AN ORDINANCE ESTABLISHING SALARIES OF CERTAIN EMPLOYEES WITHIN
THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NJ**

WHEREAS, the City has determined that the addition of the following position is required for the efficient operation of the City.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park that the following Title and Salaries be established as

	MINIMUM	MAXIMUM	Per Hour
Media Technician	\$10.00	\$50.00	
Media Technician	\$5,000	\$20,000	Annual

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon final passage and publication in accordance within the law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2017-11 which was finally adopted by the City Council at a meeting held on the 22nd day of March, 2017

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, March 22, 2017
WORK SESSION

Announcement by the City Clerk

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

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

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

City Manager Capabianco indicated that there were no matters.

Special Event Applications

Leesha Floyd reviewed the special event applicants that are scheduled for this evening.

Items to be presented by City Planner Michele Alonso:

1. Proposal for 1003 Bond Street (block 2703, Lot 2) for encroachment in public R-O-W for private parking for residential development.

City Planner Michele Alonso reviewed the proposal for 1003 Bond Street. Mark Steinberg, Esquire was present on behalf of the applicant. The applicant arrived late due to traffic and was unable to make his presentation to the Council. This matter is to be rescheduled.

Review of Agenda Items for March 22, 2017 Regular Meeting

City Manager Capabianco reviewed the agenda for this evenings meeting.

Matters from City Council

Council Member Chapman stated that there was a fundraising event on Friday at the VFS for Gladstone Trott. He is a local resident/musician who has been hospitalized since December. She also announced that Sunset Lake Commission will be having a get together at Hotel Tides on Sunday.

Council Member Clayton stated that the next expungement seminar will be held on April 1 at St. Stephens. The JET program is having their "Shark Tank" on March 28. On April 8 the kids will

be selling their products at Made in Monmouth at Monmouth University. On April 22 the Quality of Life Committee will be holding their first City-wide cleanup for the year and will be introducing anew program Freecycle". More information to follow.

Council Member Kendle requested that the Administration look into giving the crossing guards a raise in salary. He also indicated that Lou Parissi is in the audience and was glad to see him.

Deputy Mayor Quinn stated that the APTV did a PSA on the parking meters. The Council is looking for feedback from the public.

Mayor Moor requested that the PSA be placed on facebook so it could be shared.

Matters from City Manager

City Manager Capabianco had no matters.

Matters from City Attorney

City Attorney Raffetto had no matters.

Regular Meeting begins at 7 p.m.

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

APPLICANT: YCC Inc.
APPLICANT'S ATTORNEY: Jules L. Rossi, Esq.
APPLICATION NO.
BLOCK 167 LOT (S) 1.02
ZONE R-2

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

GRANTING OF FINAL SITE PLAN APPROVAL

WHEREAS, YCC Inc., hereinafter referred to as the "Applicant" filed an application with the Zoning Board of Adjustment of the City of Asbury Park (hereinafter referred to as the "Board") seeking the following:

1. Preliminary and final major site plan approval for the renovation of an existing school building (aka Holy Spirit School) into a 16 unit residential structure. The existing structure contains 17,168 square feet. The applicant proposes to create one and two bedroom units that are depicted on the plans entered into evidence at the public hearings.
2. The applicant also proposes to construct a 17 space surface parking lot, lighting and landscaping for the project.
3. The application requires a "d(1)" Use Variance to create the proposed 16 units in the R-2 Zone.
4. The application requires a "d(4)" Use Variance to permit a Floor Area Ratio of 1.44 whereas 0.5 is the maximum permitted in the Zone.
5. The application requires a "d(5)" Use Variance to permit a density of 41 units per acre whereas 17 units is the maximum permitted.

6. The application requires a "d(6)" Height Variance because the existing height is approximately 40 feet and the maximum permitted is 30 feet. This is a pre-existing condition.
7. The application requires Bulk Variances as follows:
 - Minimum lot area for each unit will be 1,073 square feet whereas 2,500 square feet is required.
 - Minimum front yard setback of 24.02 feet along Third Avenue, whereas 25 feet is required. This is a pre-existing condition.
 - Minimum rear yard setback of 25 feet, whereas 0 feet is proposed. This is a pre-existing condition.
 - Maximum building coverage of 48%, whereas 25% is the maximum permitted. This is a pre-existing condition.
 - Minimum front yard setback of 9.37 feet along Bond Street, whereas 25 feet is required. This is a pre-existing condition.
8. The application also requires a Waiver from the parking requirement of 28 parking spaces. The applicant proposed 17 on site parking spaces that was reduced to 16 spaces in order to accommodate additional landscaping and maintain the existing sidewalk layout along Third Avenue. The applicant also requested a waiver from the minimum dimension requirements for the parking stalls as well as waivers from the aisle width, buffer strip and landscaping requirements.

9. All of the details of the foregoing are set forth on the plans and maps submitted into evidence in support of the application and the application for the project; and

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

WHEREAS, the Board considered this matter at a public hearings held on August 8, September 12, October 24 and December 18, 2006; and

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

- 1). The premises are located in the LI Light Industrial Zone.
- 2). Code enforcement records do not show any recent concerns or violations related to the subject property that will not be addressed by the applicant.
- 3). Taxes, if any, are current for the property.
- 4.) The applicant received the variances applied for and preliminary site plan approval for the project at the public meeting held on October 24, 2006.
- 5). Kenneth Fox, a licensed architect in the State of New Jersey was qualified as an expert and testified on behalf of the applicant. He gave testimony on the architectural issues, related to the project and the applicant's changes to the plans required by the Board as a condition of Preliminary Site Plan approval.

6.) Louis A. Scheidt, a licensed Professional Engineer in the State of New Jersey was qualified as expert and testified on behalf of the applicant. He gave testimony on the engineering and site plan issues related to the project.

7.) Victor Furmanec, a licensed planner in the state of New Jersey was qualified as an expert and testified on behalf of the applicant at the preliminary site plan and variance hearing. He testified on the negative and positive criteria required for the variances and waiver. The substance of his testimony is set forth in the record of pervious hearings. He concluded that the project advances the goals of the MLUL by promoting a desirable visual environment and home ownership and that there would not be any substantial detriment to the neighborhood in which the project is located nor any substantial negative impact on the zone plan or the zoning ordinance.

8.) The applicant had agreed to accept Board imposed conditions as a condition of approval of the variances, waiver and preliminary site plan approval for the project.

NOW, THEREFORE, BE IT RESOLVED, that the Board adopts the aforesaid findings of fact in favor of granting the variances and waiver portion of the application as well final site plan approval for the project subject to the applicant complying with the following conditions:

1.) All testimony and evidence submitted on behalf of the applicant at all of the public hearings are incorporated herein by reference thereto and the applicant will be bound by the representations made on the record in support of this application

- 2.) The applicant will comply with the requirements of the City Shade Tree Ordinance Section 137 and agreed to maintain the existing shade trees and will plant landscaping as set forth in the record at the October 24, and December 18, 2006 hearings and made a part of the conditions of preliminary site plan approval. Applicant will notify the Shade Tree Commission prior to construction in order to have the trees pruned.
- 3.) The applicant agrees to pay the applicable sewer connection fees for the project as determined by the Board Engineer.
- 4.) The applicant agrees to post performance bonds and/or inspection fees as determined by the City Engineer.
- 5.) The applicant agrees that all variances and waivers approved by the Board in connection with the site plan application will be limited in duration to the time periods applied to site plan approval in the Municipal Land Use Act.
- 6.) The applicant agrees to comply with the representations it's witnesses made at the hearing relative to the architectural and construction details for the project, colors and construction materials, if any including the representation that brick resurfacing color will be as close as possible to a "vibrant brown" as well as the placement of the refuse area behind the brick wall at the northwest area of the property. Additionally the applicant agreed to construct and color the balconies and windows, beige and black, respectively, as depicted on Exhibits AA-1 and A-1 in evidence. The parking spaces will be 18.5 feet in length and the driveway will be 18 feet in width.
- 7.) The applicant agrees to comply with all of the outstanding

recommendations set forth in the letter or letters of the Board Engineer for the project.

- 8.) The applicant shall obtain the approval of the project from the Freehold Soil and Conservation District if required for this project.
- 9) This approval is subject to the approval by the Mayor and City Council of any encroachments into the City Right of Way.
- 10) The applicant agrees to comply with any outstanding conditions attached to the preliminary site plan approval for the project.
- 11) The applicant will maintain and repair the existing crenulations, where existing at the roof line.
- 12) Exterior light fixtures will be "omero" style fixtures.
- 13) Applicant will plant 2 foot "boxwoods" in the planting strips.

ROLL CALL VOTE

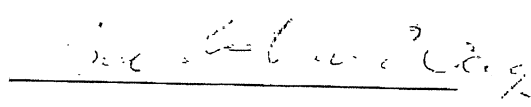
There was a motion to approve the application with the foregoing conditions by Rev. David Parreott, which was seconded by David Williams. All of the members present voted in favor of the motion.

THOSE IN FAVOR: D. Williams, P. Lamberton, C. Jones, R. Thoman, R. Lewis,
K. Zyla

THOSE OPPOSED:

THOSE ABSTAINING:

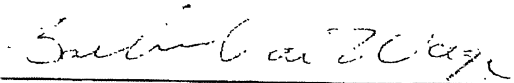
February 13, 2007.

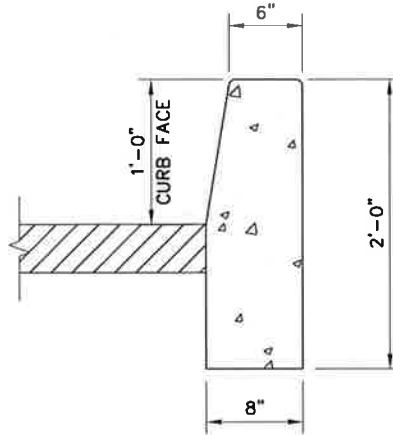

Barbara Van Wagner, Bd. Sec.

I hereby certify that the foregoing is a true copy of a written Resolution adopted by the Zoning Board of Adjustment of the City of Asbury Park at a meeting held on February 13, 2007.

City of Asbury Park
Zoning Board of Adjustment

Dated: February 13, 2007.

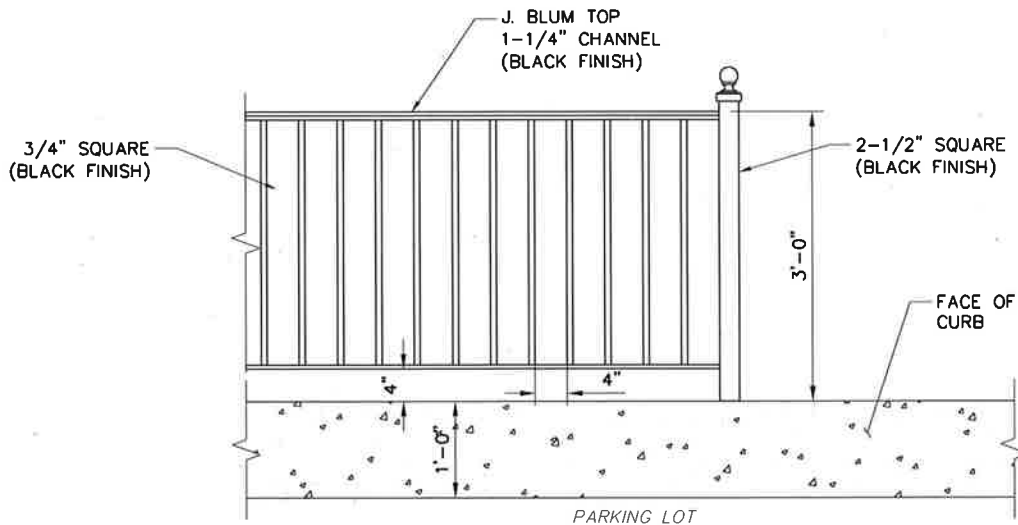
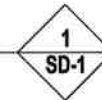

Barbara Van Wagner, Board Secretary



NOTE:
CONCRETE FOR CURB CONSTRUCTION TO BE
CLASS "B" PORTLAND CEMENT CONCRETE,
HAVING A 28-DAY STRENGTH OF 3000 PSI
WITH TINT TO MATCH THE BUILDING.

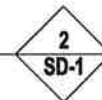
CURB DETAIL

SCALE: 3/4" = 1'-0"



FENCE DETAIL

SCALE: 1/2" = 1'-0"



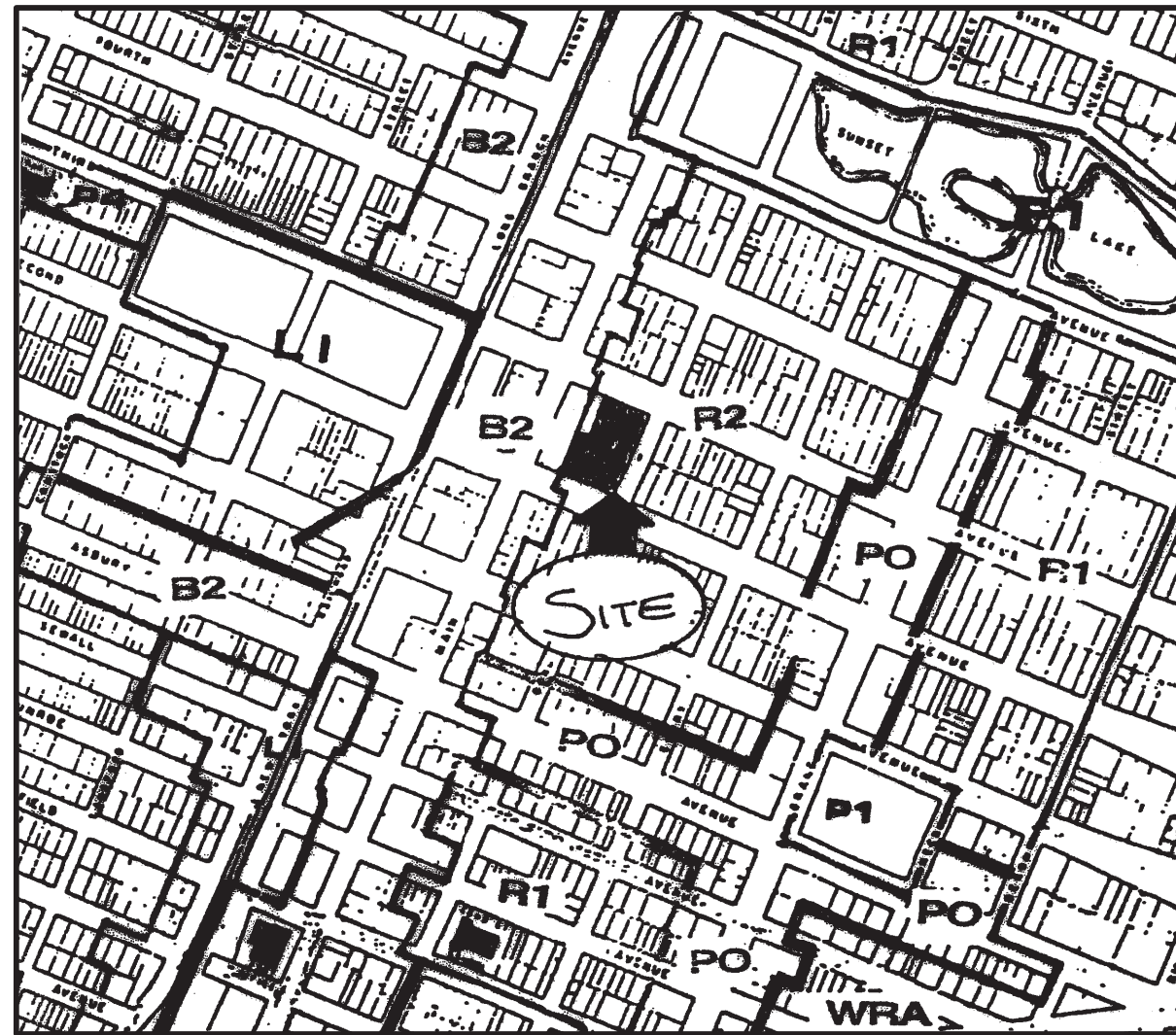
TITLE: SITE DETAILS	PROJECT: JOE FRIED-HOUSING PROJECT ASBURY PARK	
CLIENT: PRESIDENT STREET PARTNERS 16 COURT STREET BROOKLYN, NY 11241	ADDRESS: BLOCK: 167, LOT: 1.02 CITY OF ASBURY PARK MONMOUTH COUNTY, NJ	
STANTEC NO: 192530022	DRAWN BY: FVI	CHECKED BY: RJI
DATE: 1/26/17	SD-1	FVI

PROPOSED BUILDING USE CONVERSION

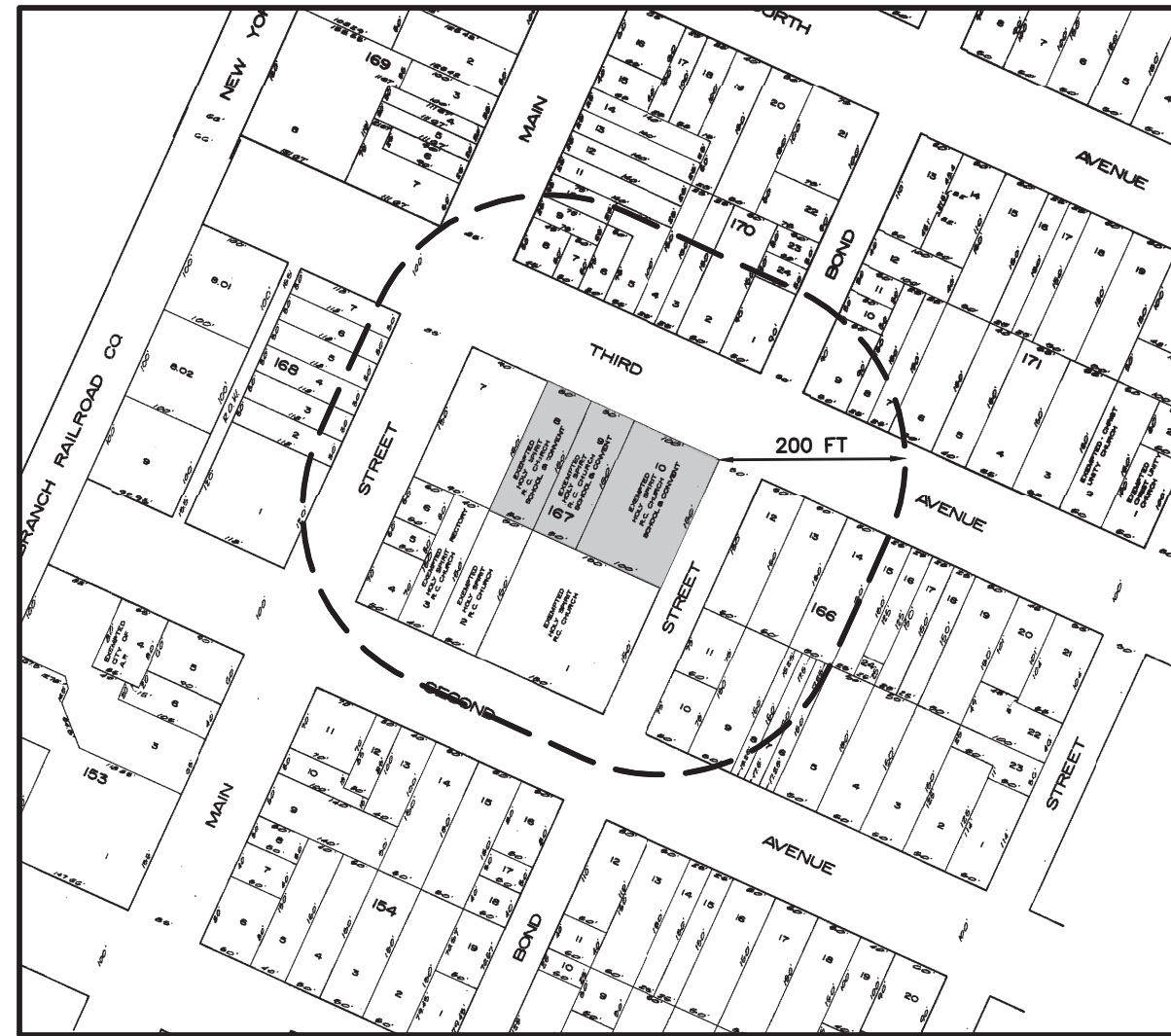
HOLY SPIRIT ROMAN CATHOLIC HIGH SCHOOL, ASBURY PARK, NJ

PROPERTY OWNERS LIST WITHIN 200'

PROPERTY ID	PROPERTY LOCATION	CLASS	OWNERS NAME & ADDRESS	APPLICANT'S BLOCK 167, LOT 1.02
166 6	611 SECOND AVENUE	2	MERT, ANDREAS 611 SECOND AVENUE ASBURY PARK, NJ	07712
166 8	613 SECOND AVENUE	2	STEWART, MARK S 613 SECOND AVENUE ASBURY PARK, NJ	07712
166 9	615 SECOND AVENUE	2	ALLEN, FRANKIE 615 SECOND AVENUE ASBURY PARK, NJ	07712
166 10	617 SECOND AVENUE	2	LEE, KEVIN 617 SECOND AVE ASBURY PARK, NJ	07712
166 11	1004 BOND STREET	2	KEEVER, JULIA E 1004 BOND STREET ASBURY PARK, NJ	07712
166 12	616 THIRD AVENUE	2	BRADY, KENNETH M 310 SEVENTH AVENUE ASBURY PARK, NJ	07712
166 13	614 THIRD AVENUE	2	VIAN, ROBERTA DE ROBERTIS 502 BUTTERBREE AVENUE INTERLAKEN, NJ	07712
166 14	612 THIRD AVENUE	2	SPICOLI, CHRISTIN 217 EVERETT ROAD DANIELSON, NJ	07054
166 15	610 THIRD AVENUE	2	MC DUFFEE, ROSINA & C E HEALE PO BOX 179 ASBURY PARK, NJ	07712
167 1.01	701-105 SECOND AVENUE	1SD	HOLY SPIRIT CHURCH 705 SECOND AVENUE ASBURY PARK, NJ	07712
167 4	715 SECOND AVENUE	4A	SANMARCO, CARL ELIJAH ON-R SANMARCO 147 EAST CENTRAL AVENUE MAYWOOD, NJ	07607
167 5	1002 MAIN STREET	4A	SPICER ENTERPRISES, LLC 1002 MAIN STREET ASBURY PARK, NJ	07712
167 6	1004 MAIN STREET	4A	FERRERA, ALCIDES PO BOX 7523 NEWARK, NJ	07107
167 7	1004-16 MAIN STREET	4A	VACCARO, PASQUALE 514 PAGE AVE ALLENBURST, NJ	07711
168 2	1009 MAIN STREET	2	PARSON, LOUIS PO BOX 1132 ASBURY PARK, NJ	07712
168 3	1011 MAIN STREET	4A	CARROLL, ROBERT & HELEN 1110 SUNSET AVENUE ASBURY PARK, NJ	07712
168 4	1013 MAIN STREET	4A	LY, XIAO DA & TI KUNG LIU 1013 MAIN STREET ASBURY PARK, NJ	07712
168 5	1015 MAIN STREET	4A	BRUTON, JENN & YANICK 1015 MAIN STREET ASBURY PARK, NJ	07712
168 6	1017 MAIN STREET	4A	STINE, MONTIMER 1017 MAIN STREET ASBURY PARK, NJ	07712
168 7	1013 MAIN STREET	4A	LORENZO, CARMEN 210 HILLCREST AVENUE NEPTUNE, NJ	07753
169 6	1107 MAIN STREET	4A	BERKOVITZ, ISRAEL & SARAH 10 LAWRENCE JOHNSON DRIVE OCEAN, NJ	07712
170 1	701 THIRD AVENUE	2	TOMKOWITZ, ROBERT 400 EAST 56TH STREET NEW YORK, NY	10022
170 2	703 THIRD AVENUE	2	A.C.U.D., INC 810 BROADWAY-TELLERMAN RD PARSONS, NJ	07727
170 3	705 THIRD AVENUE	2	HEINER, JAMES 2619 MOORE ROAD WALL, NJ	07719
170 4	707 THIRD AVENUE	2	GRANAKIS, THEODOROS & FRANKYNA 707 THIRD AVE ASBURY PARK, NJ	07712
170 8	709 THIRD AVENUE	2	OKUNIEWICZ, OLIVIA & MARIA 193 LAKE AVENUE OAKBURST, NJ	07755
170 6	711 THIRD AVENUE	2	BAKAR, PAUL & THOMAS BAKAR 2 WESTBROOK ROAD BONELL, NJ	07721
170 7	713 THIRD AVENUE	2	WEINBERG, MARK 1948 LINDA AVENUE BROOKLYN, NY	11224
170 8	715 THIRD AVENUE	1SD	WELCH CENTER CORP 715 THIRD AVENUE ASBURY PARK, NJ	07712
170 10	1109-1110 MAIN STREET	1SD	WELCH CENTER CORP 1109 MAIN STREET ASBURY PARK, NJ	07712
170 24	1109 BOND STREET	2	PADDO, CHRISTOPHER A 25 BERNETT ROAD BONFORD, NJ	01921
171 5	611 THIRD AVENUE	2	ROUNDELL, RICHARD L 127 SHREWSBURY AVENUE RED BANK, NJ	07701
171 7	613 THIRD AVENUE	2	JANDERSON, SHERRITA PO BOX 1015 ASBURY PARK, NJ	07712
171 8	615 THIRD AVENUE	2	MONROE, MICHAEL 615 THIRD AVE ASBURY PARK, NJ	07712
171 9	617 THIRD AVENUE	2	KUNDEL, GEORGE B 617 THIRD AVE ASBURY PARK, NJ	07712
171 10	1102 BOND STREET	2	DELLARD, MARVINE & MARIEA 184 SECOND AVENUE TECH RIVER, NJ	08753



ZONE MAP
N.T.S.



AREA MAP
SCALE: 1" = 200'

R-2 ZONE BULK REQUIREMENTS TABLE

	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA	2500 SF / UNIT = 40,000 SF	17,168 SF	17,168 SF
MAXIMUM DENSITY	17 D.U./Ac = 7	0	16
MAXIMUM FAR	0.5	1.44	1.44
MINIMUM LOT WIDTH	50	100	100
MINIMUM LOT FRONTAGE	N/A	N/A	N/A
MINIMUM LOT DEPTH	N/A	N/A	N/A
MINIMUM FRONT YARD SETBACK	25 FT	24.02 FT - THIRD 9.37 FT - BOND	NO CHANGE
MINIMUM SIDE YARD SETBACK	6 FT	16.15 FT	NO CHANGE
MINIMUM COMBINED YARD SETBACK	14 FT	43.7 FT	NO CHANGE
MAXIMUM PERCENT BUILDING COVER	25%	48%	NO CHANGE
MAXIMUM PERCENT LOT COVER	N/A	N/A	N/A
MAXIMUM NUMBER OF STORIES	2.5	3	NO CHANGE
MAXIMUM BUILDING HEIGHT	30 FT	>30 FT	NO CHANGE
MINIMUM IMPROVABLE LOT AREA	N/A	N/A	N/A
OFF-STREET PARKING SPACES	32	-	17
LOADING SPACES	N/A	N/A	N/A
SIGNS	-	NONE	NONE
EXISTING USE OR USES:	HOLY SPIRIT SCHOOL - VACANT		
PROPOSED USE OR USES:	16 (2) BEDROOM APARTMENTS		
EXISTING FLOOR AREA:	8,418 SF		
PROPOSED FLOOR AREA:	8,418 SF		

PARKING SCHEDULE			
USE	CRITERIA	REQUIRED	PROVIDED
MULTI-FAMILY 2 BR	2/UNIT	32	17 (1) 1.06 PER UNIT

NOTES:
(1) VARIANCE PREVIOUSLY GRANTED

RECAPITULATION

- TOTAL SITE AREA = 66,324 ± SF (1.52 ACRES)(BEFORE SUBDIVISION)
- TOTAL AREA THIS APPLICATION = 17,168 ± SF (0.39 ACRES)

SITE INVENTORY			
COVERAGE	EXISTING	PROPOSED	PERCENT
BUILDINGS	8,418 SF	8,418 SF	49.04
PVMT/WALKS	5,734 SF	5,146 SF	29.97
GRASS/LANDSCAPING	3,016 SF	3,604 SF	20.99

- LOT & BLOCK NUMBERS TAKEN FROM CITY OF ASBURY PARK TAX MAP SHEET 27
- SITE IS SITUATED IN ZONE R-2 AS DELINEATED ON THE CITY OF ASBURY PARK ZONING MAP
- SITE IS DESIGNED ON PRELIMINARY ARCHITECTURAL DRAWINGS, MINOR ADJUSTMENTS MAY BE REQUIRED FOR FINAL ARCHITECTURAL REQUIREMENTS
- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CITY OF ASBURY PARK AND COUNTY OF MONMOUTH DETAILS AND SPECIFICATIONS
- ALL UNDERGROUND UTILITIES TO BE VERIFIED WITH THE UTILITY COMPANIES PRIOR TO START OF CONSTRUCTION
- ALL SITE GRADING TO BE DONE IN ACCORDANCE WITH DETAILS SHOWN HEREON. IN NO CASE SHALL THE CONTRACTOR GRADE THE SITE TO ALLOW PUDDLING OR SOIL EROSION ONTO ADJACENT PROPERTIES
- ESTIMATED SEWAGE OUTFLOW TO BE 3,600 G.P.D., NOT REQUIRING TWA STATE PERMIT
16 - 2 BR @ 225 G.P.D. = 3,600

WAIVERS PREVIOUSLY GRANTED:

- SECTION 150.12-b(1): PARKING STALL SIZE: 8.5'x19' REQUIRED, 8.5'x18' PROVIDED
- SECTION 150.14(a): 10' BUFFER STRIP REQUIRED, NONE PROVIDED
- SECTION 150.14(b): BUFFER STRIP AROUND PARKING, 5' REQUIRED, 4' PROVIDED
- SECTION 150.12(d): AISLE WIDTH, 24' REQUIRED, 22' PROPOSED
- SECTION 150.14(f): PARKING AREA LANDSCAPING, 10% REQUIRED, NONE PROVIDED
- SECTION 150.13(A): DRIVEWAY DISTANCE TO STREET, 50' REQUIRED, 0' PROPOSED

12.	06/14/16	REV. PER FSCD COMMENTS	FVI
11.	04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
10.	03/07/16	REV. PER 2ND RESOLUTION COMPLIANCE REVIEW	FVI
9.	01/22/16	REV. PER ENGINEERING MEETING	FVI
8.	12/27/06	REV. PER BOARD APPROVAL	DT
7.	10/13/06	REV. PER PLANNERS LETTER	TC
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2.	4/10/97	REV. RECAPITULATION	TRP
1.	3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:	INIT:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
Vicinity and Key Maps, Recapitulation

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



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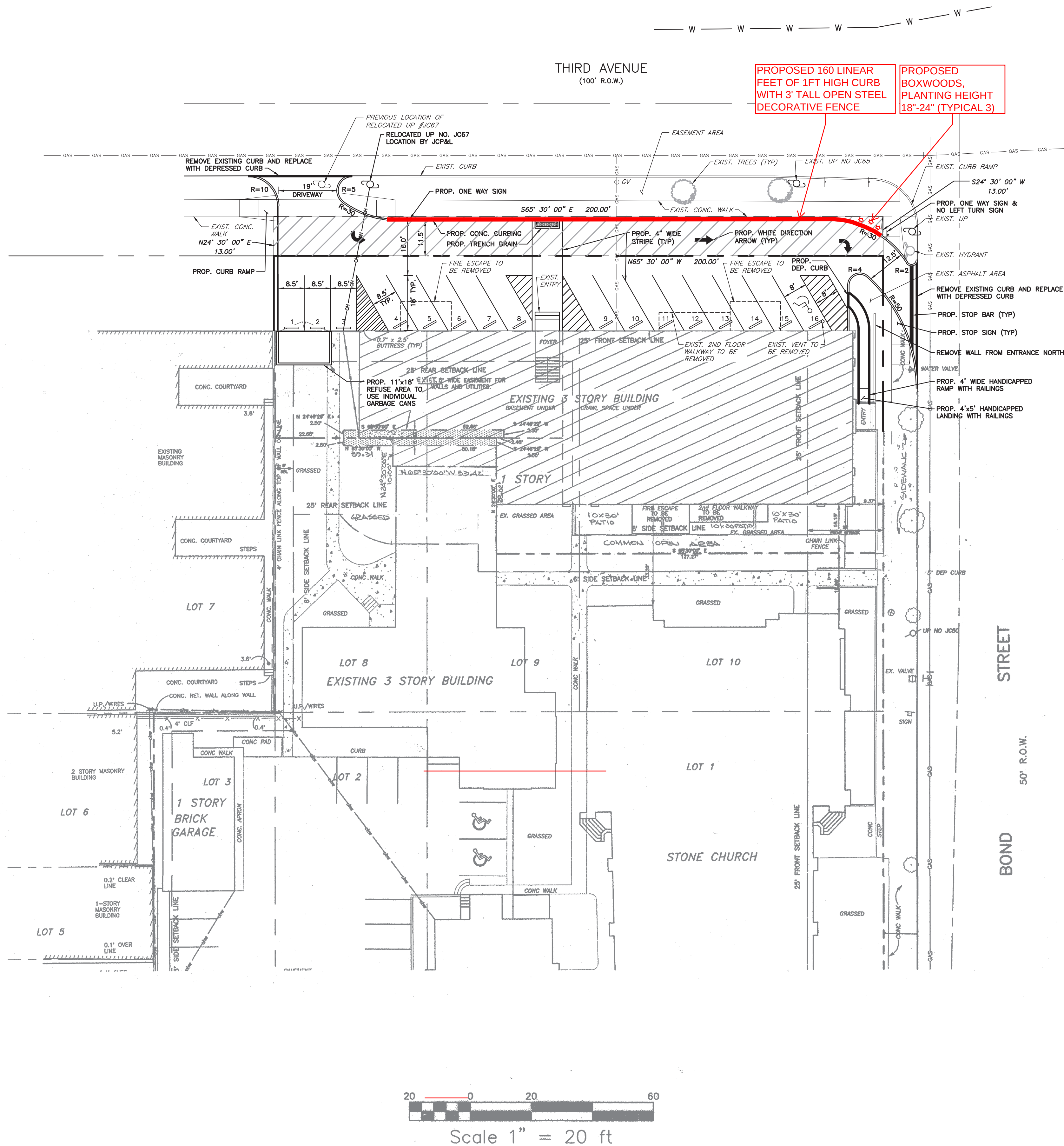
JOB NO:	192530022
SHEET:	SP-1
SCALE:	AS SHOWN
DATE:	2/5/97
DRAWN BY:	DT

Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

N.J. LICENSE # 24321

6/14/16
DATE:

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METES AND BOUNDS DESCRIPTION FOR AN EASEMENT AREA
WITHIN THE THIRD AVENUE RIGHT OF WAY
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

- BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF BOND STREET (50 FEET WIDE) WITH THE SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE (100 FEET WIDE); THENCE RUNNING,
1. ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE, N 65° 30' 00" W, 200.00 FEET TO A POINT THEREON; THENCE,
 2. AT RIGHT ANGLES TO AND THROUGH THE THIRD AVENUE PUBLIC RIGHT OF WAY, N 24° 30' 00" E, 13.00 FEET TO A POINT; THENCE,
 3. PARALLEL WITH THE AFORESAID SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE, S 65° 30' 00" E, 200.00 FEET TO A POINT; THENCE,
 4. AT RIGHT ANGLES TO SAID SOUTHERLY RIGHT OF WAY LINE OF THIRD AVENUE, S 24° 30' 00" W, 13.00 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING AN AREA OF 2,600 SQUARE FEET MORE OR LESS.

BEING AN AREA WITHIN THE PUBLIC RIGHT OF WAY OF THIRD AVENUE TO OCCUPY WITH CURB, ASPHALT PAVEMENT, AND APPURTENANCES TO SERVE AS A CIRCULATION AISLE WITHIN A PARKING AREA ON THE ABUTTING PROPERTY.

GENERAL NOTES:

1. SCOPE OF PROJECT IS TO CONVERT AN EXISTING CHRISTIAN EDUCATION BUILDING TO 16 (2 BEDROOM) CONDOMINIUMS.
2. PROPOSED PROJECT IS SITUATED ON LOT 1.02 BLOCK 167 IN THE CITY OF ASBURY PARK AS SHOWN ON SHEET 27 OF THE OFFICIAL TAX MAP. SITE CONTAINS 0.32 ACRES (17,168 SF).
3. THIS MAP IS BASED ON INFORMATION GATHERED IN THE FIELD BY INNOVATIVE ENGINEERING, INC.
4. ALL ELEVATIONS SHOWN ARE BASED ON USC&G DATUM.
5. PUBLIC WATER IS EXISTING TO SITE. CONNECTION SIZE TO BE VERIFIED THROUGH ARCHITECTURALS, BOCA AND LOCAL CODES.
6. ALL PROPOSED LIGHTING IS TO BE SHIELDED TO PREVENT GLARE ON ADJACENT PROPERTIES.
7. ALL EXISTING CONDITIONS AND DIMENSIONS TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH APPLICABLE CODES AND ORDINANCES.
9. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT AND CONSTRUCTION.
10. CONTRACTORS SHALL ASSUME RESPONSIBILITY FOR PLACEMENT AND BACKFILL OF ALL SANITARY SEWER PIPE IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS.(IF NECESSARY)
11. PROJECT SITE SHALL BE CLEARED ONLY AS REQUIRED. EXISTING TREES SHALL BE PROTECTED ALONG ALL EXCAVATION AND CONSTRUCTION LIMITS.(IF NECESSARY)
12. CONTRACTOR TO BE RESPONSIBLE FOR MAINTENANCE, CLEANUP AND SECURITY OF ALL FACILITIES DURING CONSTRUCTION. UPON ACCEPTANCE OF ALL SITE IMPROVEMENTS, OWNER SHALL ASSUME RESPONSIBILITY.
13. MAINTENANCE SCHEDULE:
 - a. SEDIMENT CLEANUP WITHIN DRAINAGE FACILITIES SHALL BE SCHEDULED ONCE EVERY TWO MONTHS, OR AS NEEDED.
 - b. CONTRACTOR TO BE RESPONSIBLE FOR MAINTENANCE OF ALL FACILITIES DURING CONSTRUCTION.
14. LANDSCAPED AREAS SHALL BE SHOWN ON PLAN. EXISTING TREES IN GOOD CONDITION SHALL REMAIN WHEREVER POSSIBLE.
15. ALL ROOF RUNOFF TO REMAIN DIRECTED TO EXISTING DOWN SPOUTS.
16. PROPOSED TELEPHONE, ELECTRICAL, CATV AND GAS SERVICES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH LOCAL UTILITY STANDARDS.(IF NECESSARY)
17. ALL TRAFFIC CONTROL DEVICES, SIGNS AND STRIPPING, ETC. TO BE INSTALLED IN ACCORDANCE WITH PREVAILING STANDARDS AND MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
18. ALL FILL MATERIAL TO BE COMPACTED TO 95% PROCTOR DENSITY. ALL FILL MATERIAL TO BE CLEAN GRANULAR MATERIAL.
19. REFUSE TO BE STORED AND COLLECTED IN ACCORDANCE WITH LOCAL REGULATIONS, AND IN ACCORDANCE WITH LOCAL RECYCLING ORDINANCES.
20. RECYCLING TO BE STORED IN ACCORDANCE WITH SECTION 155.1 OF THE CITY OF ASBURY PARK ZONING ORDINANCE. STORAGE WILL BE INSIDE TRASH ENCLOSURE (192 S.F. MIN.).
21. SIDEWALK TO BE REMOVED FOR UTILITY TRENCHES SHALL BE SAW-CUT AT THE NEAREST JOINT TO AID IN THE BLENDING OF NEWLY CONSTRUCTED SIDEWALK WITH THE EXISTING SIDEWALK.
22. EASEMENT FILING SHALL BE SUBMITTED BY THE CLIENT TO THE TOWN VIA CLIENTS ATTORNEY.

12. 06/14/16	REV. PER FSCD COMMENTS	FVI
11. 04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
10. 03/07/16	REV. PER 2ND RESOLUTION COMPLIANCE REVIEW	FVI
9. 01/22/16	REV. PER ENGINEERING MEETING	FVI
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7. 10/13/06	REV. PER PLANNERS LETTER	TC
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2. 4/10/97	REV. RECAPITULATION	TRP
1. 3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:
		INITI:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



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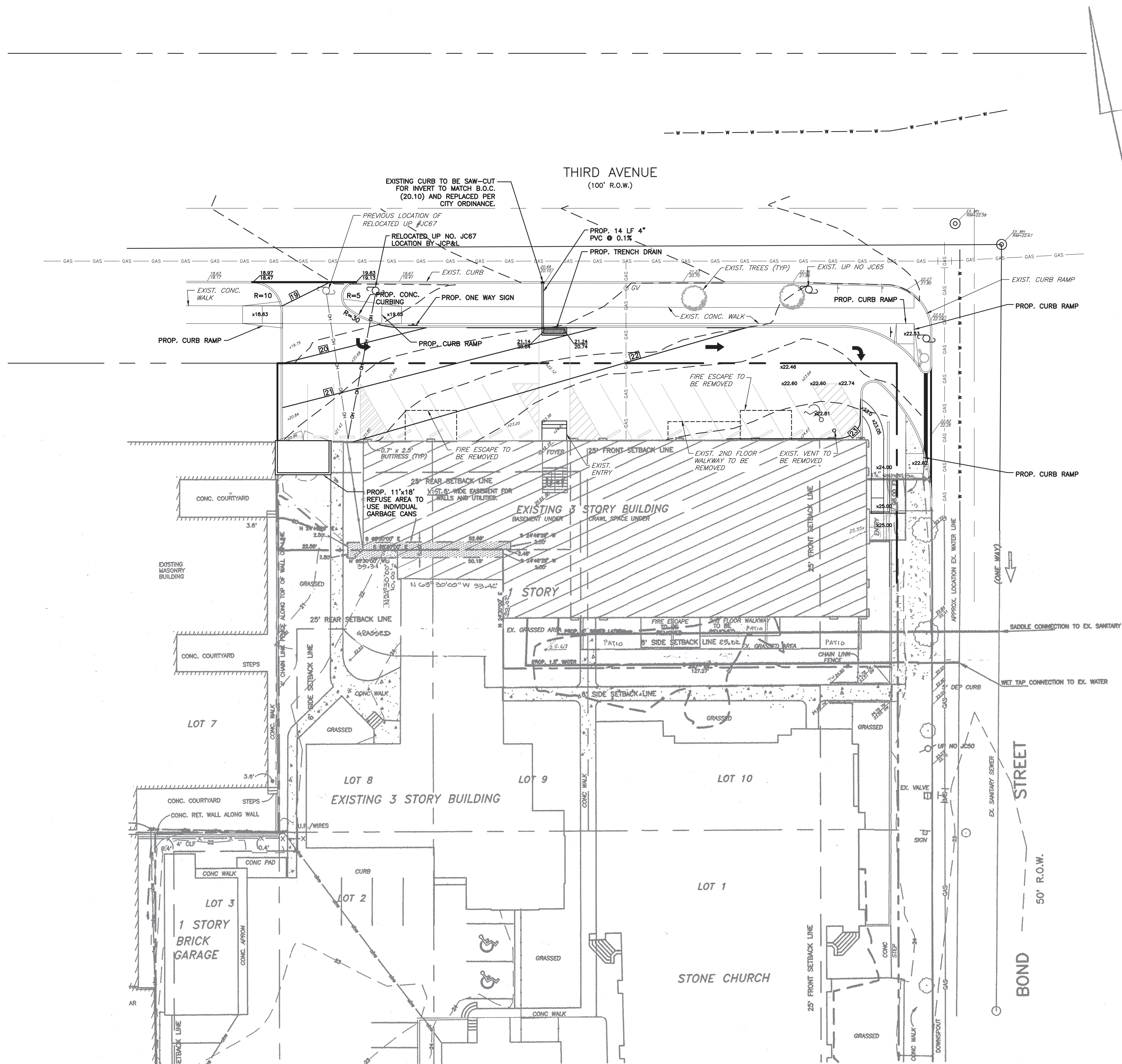
JOB NO: 192530022
SHEET: SP-2
SCALE: AS SHOWN
DATE: 2/5/97
DRAWN BY: DT

Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

N.J. LICENSE # 24321

6/14/16
DATE:

NOTE:
ANY CURB & SIDEWALK TO BE REMOVED FOR UTILITY
TRENCHES SHALL BE SAW-CUT AT THE NEAREST JOINT TO
AID THE BLENDING OF NEWLY CONSTRUCTED CURB &
SIDEWALK WITH EXISTING.



NOTE:
SLOPE OF PROPOSED GRADING
IS $\leq 2\%$ IN ADA AREA.

LEGEND

	HYDRANT
	UTILITY VALVE
	OVERHEAD WIRES
	APPROX. LOC. UNDERGROUND GAS LINE
	APPROX. LOC. UNDERGROUND WATER LINE
	UTILITY POLE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPOSED TOP OF CURB EL.
	PROPOSED GUTTER EL.
	EXISTING TOP OF CURB EL.
	EXISTING GUTTER EL.

12.	06/14/16	REV. PER FSCD COMMENTS	FVI
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TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
GRADING & DRAINAGE

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



N.J. CERTIFICATE OF AUTHORIZATION: 24GA28064600
1971 Route 34 - Wall Township, New Jersey 07719 - Phone: (732) 449-0099 Fax: (732) 449-3131
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SHEET: SP-3
SCALE: AS SHOWN
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DRAWN BY: DT

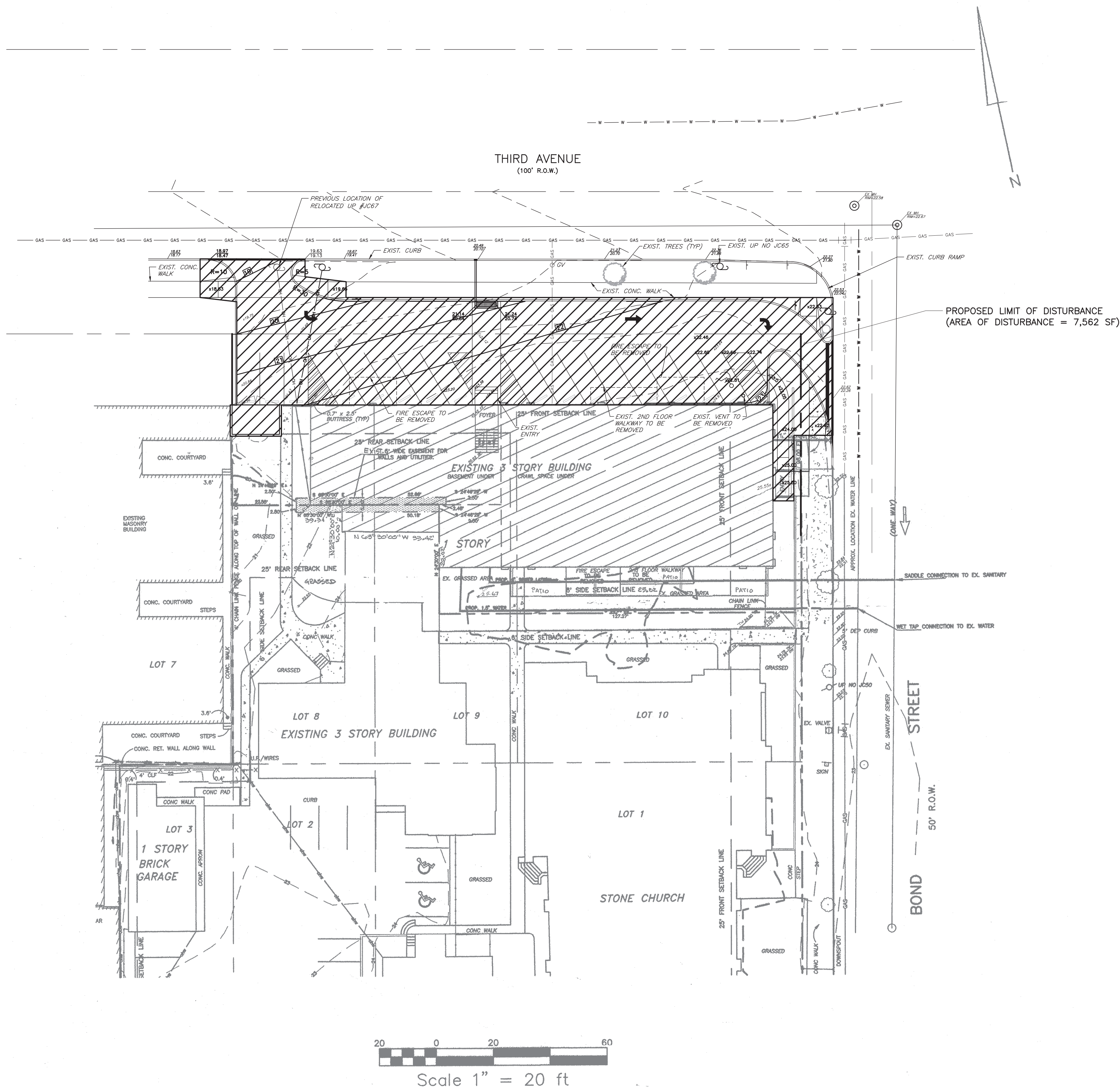
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11.	04/11/16	REV. PER 3RD RESOLUTION COMPLIANCE REVIEW	FVI
10.	03/07/16	REV. PER 2ND RESOLUTION COMPLIANCE REVIEW	FVI
9.	01/22/16	REV. PER ENGINEERING MEETING	FVI
8.	12/27/06	REV. PER BOARD APPROVAL	DT
7.	10/13/06	REV. PER PLANNERS LETTER	TC
6.	10/13/06	REV. PER PLANNERS COMMENTS	TC
5.	05/16/06	REV. BULK TABLE AND SITE INVENTORY CHART	DT
4.	10/25/05	REV. PER CLIENT	DT
3.	8/04/03	REV. AS PER REVIEW LETTER	DT
2.	4/10/97	REV. RECAPITULATION	TRP
1.	3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:	INITI:

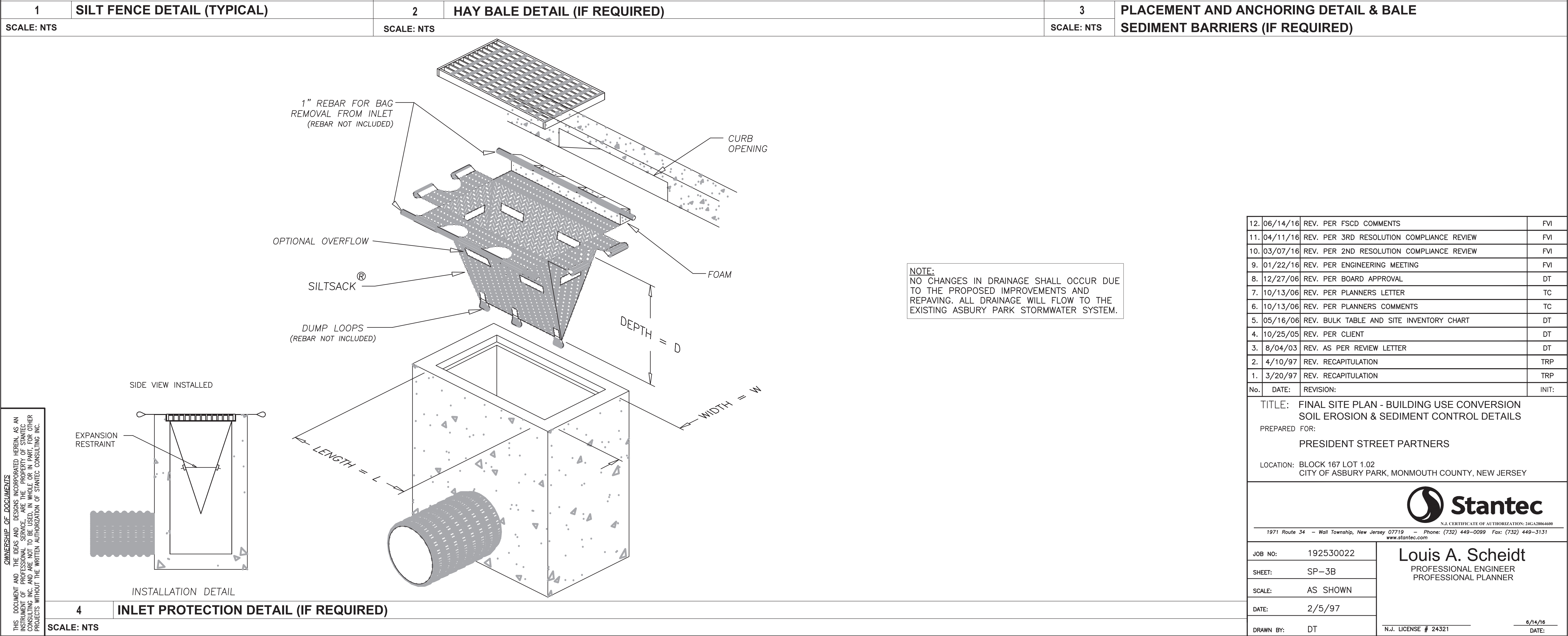
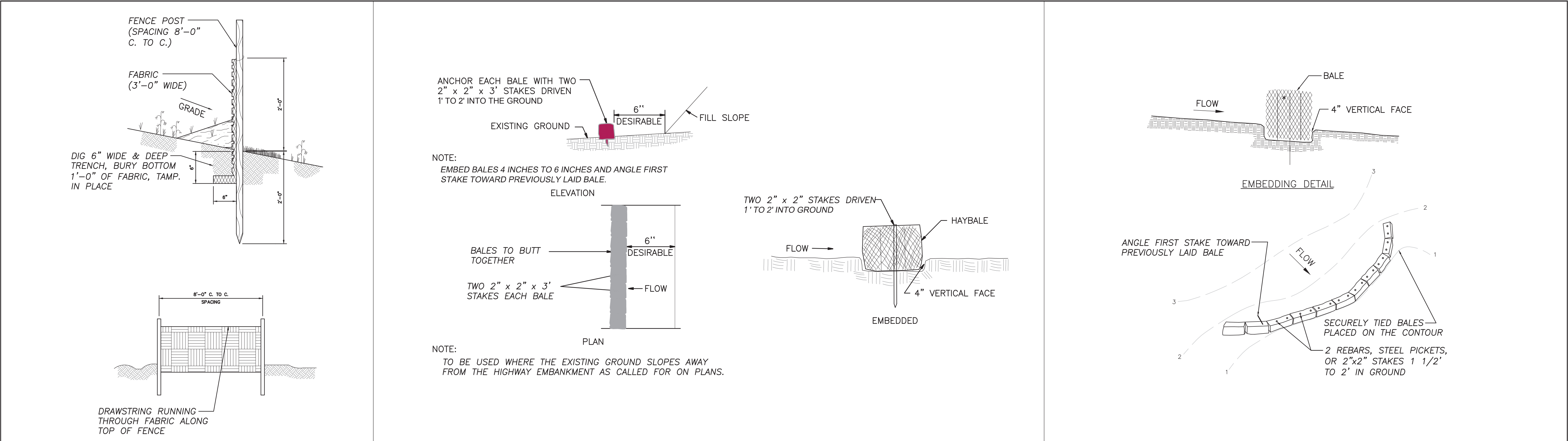
TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
SOIL EROSION & SEDIMENTATION PLAN
PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



N.J. CERTIFICATE OF AUTHORIZATION: 24GA28064600
1971 Route 34 -- Wall Township, New Jersey 07719 -- Phone: (732) 449-0099 Fax: (732) 449-3131
www.stantec.com

JOB NO:	192530022	Louis A. Scheidt PROFESSIONAL ENGINEER PROFESSIONAL PLANNER
SHEET:	SP-3A	
SCALE:	AS SHOWN	
DATE:	2/5/97	
DRAWN BY:	DT	N.J. LICENSE # 24321
		6/14/16 DATE:



SOIL EROSION AND SEDIMENT CONTROL NOTES

1. The Freehold Soil Conservation District shall be notified forty-eight (48) hours in advance of any soil disturbing activity.
2. All Soil Erosion and Sediment Control practices are to be installed prior to soil disturbance, or in their proper sequence, and maintained until permanent protection is established.
3. Any changes to the Certified Soil Erosion and Sediment Control Plans will require the submission of revised Soil Erosion and Sediment Control Plans to the District for re-certification. The revised plans must meet all current State Soil Erosion and Sediment Control Standards.
4. N.J.S.A 4:24-39 et. Seq. requires that no Certificates of Occupancy be issued before the District determines that a project or portion thereof is in full compliance with the Certified Plan and Standards for Soil Erosion and Sediment Control in New Jersey and a Report of Compliance has been issued. Upon written request from the applicant, the District may issue a Report of Compliance with conditions on a lot-by-lot or section-by-section basis, provided that the project or portion thereof is in satisfactory compliance with the sequence of development and temporary measures for soil erosion and sediment control have been implemented, including provisions for stabilization and site work.
5. Any disturbed areas that will be left exposed more than sixty (60) days, and not subject to construction traffic, will immediately receive a temporary seeding. If the season prevents the establishment of temporary cover, the disturbed areas will be mulched with straw, or equivalent material, at a rate of 2 to 2 ½ tons per acre, according to the Standard for Stabilization with Mulch Only.
6. Immediately following initial disturbance or rough grading, all critical areas subject to erosion (i.e. soil stockpiles, steep slopes and roadway embankments) will receive temporary seeding in combination with straw mulch or a suitable equivalent, and a mulch anchor, in accordance with State Standards.
7. A sub-base course will be applied immediately following rough grading and installation of improvements to stabilize streets, roads, driveways, and parking areas. In areas where no utilities are present, the sub-base shall be installed within fifteen (15) days of the preliminary grading.
8. The Standard for Stabilized Construction Access requires the installation of a pad of clean crushed stone at points where traffic will be accessing the construction site. After interior roadways are paved, individual lots require a stabilized construction access consisting of one inch to two inch (1" - 2") stone for a minimum length of ten feet (10') equal to the lot entrance width. All other access points shall be blocked off.
9. All soil washed, dropped, spilled, or tracked outside the limit of disturbance or onto public right-of-ways will be removed immediately.
10. Permanent vegetation is to be seeded or sodded on all exposed areas within ten (10) days after final grading.
11. At the time that site preparation for permanent vegetative stabilization is going to be accomplished, any soil that will not provide a suitable environment to support adequate vegetative ground cover shall be removed or treated in such a way that it will permanently adjust the soil conditions and render it suitable for vegetative ground cover. If the removal or treatment of the soil will not provide suitable conditions, non-vegetative means of permanent ground stabilization will have to be employed.
12. In accordance with the Standard for Management of High Acid Producing Soils, any soil having a pH of 4 or less or containing iron sulfides shall be ultimately placed or buried with limestone applied at the rate of 10 tons/acre, (or 450 lbs/1,000 sq ft of surface area) and covered with a minimum of 12" of settled soil with a pH of 5 or more, or 24" where trees or shrubs are to be planted.
13. Conduit Outlet Protection must be installed at all required outfalls prior to the drainage system becoming operational.
14. Unfiltered dewatering is not permitted. Necessary precautions must be taken during all dewatering operations to minimize sediment transfer. Any dewatering methods used must be in accordance with the Standard for Dewatering.
15. Should the control of dust at the site be necessary, the site will be sprinkled until the surface is wet, temporary vegetative cover shall be established or mulch shall be applied as required by the Standard for Dust Control.
16. Stockpile and staging locations established in the field shall be placed within the limit of disturbance according to the certified plan. Staging and stockpiles not located within the limit of disturbance will require certification of a revised Soil Erosion and Sediment Control Plan. Certification of a new Soil Erosion and Sediment Control Plan may be required for these activities if an area greater than 5,000 square feet is disturbed.
17. All soil stockpiles are to be temporarily stabilized in accordance with Soil Erosion and Sediment Control note #6.
18. The property owner shall be responsible for any erosion or sedimentation that may occur below stormwater outfalls or offsite as a result of construction of the project.

Freehold Soil Conservation District
400 Kozloski Road
Freehold, NJ 07728

STANDARD
FOR
PERMANENT VEGETATIVE COVER FOR SOIL STABILIZATION

Definition

Establishment of permanent vegetative cover on exposed soils where perennial vegetation is need for long term protection.

Purpose

To permanently stabilize the soil, assuring conservation of soil and water, and to enhance the environment.

Where Applicable

On exposed soils that have a potential for causing off-site environmental damage.

Methods and Materials

I. Site Preparation

- A. Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. All grading should be done in accordance with Standard for Land Grading.
- B. Immediately prior to seeding and topsoil application, the subsoil shall be evaluated for compaction in accordance with the Standard for Land Grading.
- C. Topsoil should be handled only when it is dry enough to work without damaging the soil structure. A uniform application to a depth of 5 inches (unsettled) is required on all sites. Topsoil shall be amended with organic matter, as needed, in accordance with the Standard for Topsoiling.
- D. Install needed erosion control practices or facilities such as diversions, grade-stabilization structures, channel stabilization measures, sediment basins, and waterways.

II. Seedbed Preparation

- A. Uniformly apply ground limestone and fertilizer to topsoil which has been spread and firmed, according to soil test recommendations such as offered by Rutgers Co-operative Extension Soil sample mailers are available from the local Rutgers Cooperative Extension offices (<http://njaes.rutgers.edu/county/>). Fertilizer shall be applied at the rate of 500 pounds per acre or 11 pounds per 1,000 square feet of 10-10-10 or equivalent with 50% water insoluble nitrogen unless a soil test indicates otherwise and incorporated into the surface 4 inches. If fertilizer is not incorporated, apply one-half the rate described above during seedbed preparation and repeat another one-half rate application of the same fertilizer within 3 to 5 weeks after seeding.

SOIL TEXTURE	TONS/ACRE	LBS./1,000	SQ. FT.
Clay, clay loam, and high organic soil	4	180	
Sandy loam, loam, silt loam	3	135	
Loamy sand, sand	2	90	

Pulverized dolomitic limestone is preferred for most soils south of the New Brunswick-Trenton line.

- B. Work lime and fertilizer into the soil as nearly as practical to a depth of 4 inches with a disc, spring tooth harrow, or other suitable equipment. The final harrowing or discing operation should be on the general contour. Continue tillage until a reasonably uniform, fine seeded is prepared.

- C. High acid producing soil. Soils having a pH of 4 or less or containing iron sulfide shall be covered with a minimum of 12 inches of soil of pH of 5 or more before initiating seedbed preparation. See Standard for Management of High Acid-Producing Soils for specific requirements.

III. Seeding

- A. Select a mixture from Table 4-3 or use a mixture recommended by Rutgers Cooperative Extension or Natural Resources Conservation Service which is approved by the Soil Conservation District. Seed germination shall have been tested within 12 months of the planting date. No seed shall be accepted with a germination test date more than 12 months old unless retested.

1. Seeding rates specified are required when a report of compliance is requested prior to actual establishment of permanent vegetation. Up to 50% reduction in rates may be used when permanent vegetation is established prior to a report of compliance inspection. These rates apply to all methods of seeding. Establishing permanent vegetation means 80% vegetative coverage with the specified seed mixture for the seeded area and mowed once.

2. Warm-season mixtures are grasses and legumes which maximize growth at high temperatures, generally 85o F and above. See Table 4-3 mixtures 1 to 7. Planting rates for warm-season grasses shall be the amount of Pure Live Seed (PLS) as determined by germination testing results.

3. Cool-season mixtures are grasses and legumes which maximize growth at temperatures below 85oF. Many grasses become active at 65oF. See Table 4-3, mixtures 8-20. Adjustment of planting rates to compensate for the amount of PLS is not required for cool season grasses.

- B. Conventional Seeding is performed by applying seed uniformly by hand, cyclone (centrifugal) seeder, drop seeder, drill or cultipacker seeder. Except for drilled, hydroseeded or cultipacked seedings, seed shall be incorporated into the soil within 24 hours of seedbed preparation to a depth of 1/4 to 1/2 inch, by raking or dragging. Depth of seed placement may be 1/4 inch deeper on coarse-textured soil.

- C. After seeding, firming the soil with a corrugated roller will assure good seed-to-soil contact, restore capillary, and improve seedling emergence. This is the preferred method. When performed on the contour, sheet erosion will be minimized and water conservation on site will be maximized.

- D. Hydroseeding is a broadcast seeding method usually involving a truck, or trailer-mounted tank, with an agitation system and hydraulic pump for mixing seed, water and fertilizer and spraying the mix onto the prepared seedbed. Mulch shall not be included in the tank with seed. Short-fibered mulch may be applied with a hydroseeder following seeding. (also see Section 4-Mulching below). Hydroseeding is not a preferred seeding method because seed and fertilizer are applied to the surface and not incorporated into the soil. When poor seed to soil contact occurs, there is a reduced seed germination and growth.

IV. Mulching

Mulching is required on all seeding. Mulch will protect against erosion before grass is established and will promote faster and earlier establishment. The existence of vegetation sufficient to control soil erosion shall be deemed compliance with this mulching requirement.

- A. Straw or Hay. Unrotted small grain straw, hay free of seeds, to be applied at the rate of 1-1/2 to 2 tons per acre (70 to 90 pounds per 1,000 square feet), except that where a crimper is used instead of a liquid mulch-binder (tackifying or adhesive agent), the rate of application is 3 tons per acre. Mulch chopper-blowers must not grind the mulch. Hay mulch is not recommended for establishing fine turf or lawns due to the presence of weed seed.

Application - Spread mulch uniformly by hand or mechanically so that at least 85% of the soil surface is covered. For uniform distribution of hand-spread mulch, divide area into approximately 1,000 square feet sections and distribute 70 to 90 pounds within each section.

Anchoring shall be accomplished immediately after placement to minimize loss by wind or water. This may be done by one of the following methods, depending upon the size of the area, steepness of slopes, and costs.

1. Peg and Twine. Drive 8 to 10 inch wooden pegs to within 2 to 3 inches of the soil surface every 4 feet in all directions. Stakes may be driven before or after applying mulch. Secure mulch to soil surface by stretching twine between pegs in a criss-cross and a square pattern. Secure twine around each peg with two or more round turns.
2. Mulch Nettings - Staple paper, jute, cotton, or plastic nettings to the soil surface. Use a degradable netting in areas to be mowed.
3. Crimper (mulch anchoring coultter tool) - A tractor-drawn implement, somewhat like a disc harrow, especially designed to push or cut some of the broadcast long fiber mulch 3 to 4 inches into the soil so as to anchor it and leave part standing upright. This technique is limited to areas traversable by a tractor, which must operate on the contour of slopes. Straw mulch rate must be 3 tons per acre. No tackifying or adhesive agent is required.
4. Liquid Mulch-Binders - May be used to anchor salt hay, hay or straw mulch.

- a. Applications should be heavier at edges where wind may catch the mulch, in valleys, and at crests of banks. The remainder of the area should be uniform in appearance.
- b. Use one of the following:
- (1) Organic and Vegetable Based Binders - Naturally occurring, powder-based, hydrophilic materials when mixed with water formulates a gel and when applied to mulch under satisfactory curing conditions will form membraned networks of insoluble polymers. The vegetable gel shall be physiologically harmless and not result in a phytotoxic effect or impede growth of turf grass. Use at rates and weather conditions as recommended by the manufacturer to anchor mulch materials. Many new products are available, some of which may need further evaluation for use in this state.

- (2) Synthetic Binders - High polymer synthetic emulsion, miscible with water when diluted and, following application of mulch, drying and curing, shall no longer be soluble or dispersible in water. Binder shall be applied at rates recommended by the manufacturer and remain tacky until germination of grass.

Note: All names given above are registered trade names. This does not constitute a recommendation of these products to the exclusion of other products.

- B. Wood-fiber or paper-fiber mulch - shall be made from wood, plant fibers or paper containing no growth or germination inhibiting materials, used at the rate of 1,500 pounds per acre (or as recommended by the product manufacturer) and may be applied by a hydroseeder. Mulch shall not be mixed in the tank with seed. Use is limited to flatter slopes and during optimum seeding periods in spring and fall.

- C. Pelletized mulch - compressed and extruded paper and/or wood fiber product, which may contain co-polymers, tackifiers, fertilizers, and coloring agents. The dry pellets, when applied to a seeded area and watered, form a mulch mat. Pelletized mulch shall be applied in accordance with the manufacturer's recommendations. Mulch may be applied by hand or mechanical spreader at the rate of 60-75 lbs/1,000 square feet and activated with 0.2 to 0.4 inches of water. This material has been found to be beneficial for use on small lawn or renovation areas, seeded areas where weed-seed free mulch is desired, or on sites where straw mulch and tackifier agent are not practical or desirable. Applying the full 0.2 to 0.4 inches of water after spreading pelletized mulch on the seed bed is extremely important for sufficient activation and expansion of the mulch to provide soil coverage.

5. Irrigation (where feasible)

If soil moisture is deficient supply new seeding with adequate water (a minimum of 1/4 inch applied up to twice a day until vegetation is well established). This is especially true when seedings are made in abnormally dry or hot weather or on droughty sites.

6. Topdressing

Since soil organic matter content and slow release nitrogen fertilizer (water insoluble) are prescribed in Section 2A - Seedbed Preparation in this Standard, no follow-up of topdressing is mandatory. An exception may be made where gross nitrogen deficiency exists in the soil to the extent that turf failure may develop. In that instance, topdress with 10-10-10 or equivalent at 300 pounds per acre or 7 pounds per 1,000 square feet every 3 to 5 weeks until the gross nitrogen deficiency in the turf is ameliorated.

7. Establishing Permanent Vegetative Stabilization

The quality of permanent vegetation rests with the contractor. The timing of seeding, preparing the seedbed, applying nutrients, mulch and other management are essential. The application rates in Table 4-3 are required when a Report of Compliance is requested prior to actual establishment of permanent vegetation. Up to 50% reduction in application rates may be used when permanent vegetation is established prior to requesting a Report of Compliance from the district. These rates apply to all methods of seeding. Establishing permanent vegetation means 80% vegetative cover (of the seeded species) and mowed once. Note this designation of mowed once does not guarantee the permanency of the turf should other maintenance factors be neglected or otherwise mismanaged.

seed of_

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No.	DATE:	REVISION:	INITI:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
SOIL EROSION & SEDIMENT CONTROL NOTES

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



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JOB NO:	192530022
SHEET:	SP-3C
SCALE:	AS SHOWN
DATE:	2/5/97
DRAWN BY:	DT

Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

N.J. LICENSE # 24321
6/14/16
DATE:

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STANDARD
FOR
TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION

Definition

Establishment of temporary vegetative cover on soils exposed for periods of two to 6 months which are not being graded, not under active construction or not scheduled for permanent seeding within 60 days.

Purpose

To temporarily stabilize the soil and reduce damage from wind and water erosion until permanent stabilization is accomplished.

Water Quality Enhancement

Provides temporary protection against the impacts of wind and rain, slows the over land movement of stormwater runoff, increases infiltration and retains soil and nutrients on site, protecting streams or other stormwater conveyances.

Where Applicable

On exposed soils that have the potential for causing off-site environmental damage.

Methods and Materials

I. Site Preparation

- Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. All grading should be done in accordance with Standards for Land Grading, pg. 19–1.
- Install needed erosion control practices or facilities such as diversions, grade stabilization structures, channel stabilization measures, sediment basins, and waterways. See Standards 11 through 42.
- Immediately prior to seeding, the surface should be scarified 6" to 12" where there has been soil compaction. This practice is permissible only where there is no danger to underground utilities (cables, irrigation systems, etc.).

II. Seedbed Preparation

- Apply ground limestone and fertilizer according to soil test recommendations such as offered by Rutgers Co-operative Extension. Soil sample mailers are available from the local Rutgers Cooperative Extension offices. Fertilizer shall be applied at the rate of 500 pounds per acre or 11 pounds per 1,000 square feet of 10–20–10 or equivalent with 50% water insoluble nitrogen unless a soil test indicates otherwise. Apply limestone at the rate of 2 tons/acre unless soil testing indicates otherwise. Calcium carbonate is the equivalent and standard for measuring the ability of liming materials to neutralize soil acidity and supply calcium and magnesium to grasses and legumes.

PERMANENT VEGETATIVE MIXTURES, PLANTING RATES AND PLANTING DATES ¹													
SEED MIXTURE ²	PLANTING RATE ^a	PLANTING DATES										MAINTENANCE LEVELS ^b	REMARKS
		O = Optimal Planting period A = Acceptable Planting period											
		PLANT HARDINESS ZONES (see Figure 6-1)											
		Zone 5b, 6a					Zone 6b						
		Zone 5b, 6a	Zone 6b	Zone 6b	Zone 6b	Zone 6b	Zone 6b	Zone 6b	Zone 6b	Zone 6b	Zone 6b		
WARM SEASON SEED MIXTURES													
1A. For Florida National Forest Seed mixtures see Table 6-1 page 6-17				O				O					
1. Switchgrass and/or Coastal prairiegrass plus or Flatsip	15 35 35 35 35 35 35 35 35 35 35 35 35			O				O				C-D	
2. Desmanthus or Switchgrass Bahiagrass	15 35 35 35 35 35 35 35 35 35 35 35 35			O				O				C-D	
3. Switchgrass Desmanthus or Little Bluestem Shiny leaved plus Partridge pea	15 35 35 35 35 35 35 35 35 35 35 35 35							O				C-D	
4. Switchgrass Big Bluestem Little Bluestem Stand leaved plus Bahiagrass	15 35 35 35 35 35 35 35 35 35 35 35 35			O				O				C-D	
5. Desmanthus Zoysiagrass (seed) Zoysiagrass (topgill)	15 35 35 35 35 35 35 35 35 35 35 35 35			O				O				A-D	
COOL SEASON SEED MIXTURES	150 3		A	A ⁵	O	A	A ⁵	O	A	A ⁵	O		
6. Fine Fescue (blend) Hard Fescue Chewings Fescue Strong Chewings Red Fescue Kentucky Bluegrass Perennial ryegrass plus White clover (see note at right)	45 1 1 1 1 1 1 1 1 1 1 1 1											B-D	
7. Strong Chewings red fescue Kentucky Bluegrass Perennial ryegrass or Bahiagrass plus White clover	150 25 25 25 25 25 25 25 25 25 25 25 25		A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	B-D	
8. Tall fescue (leaf type) or Strong Chewings and fescue or Perennial ryegrass	50 30 30 30 30 30 30 30 30 30 30 30 30		O	A ⁶		O	A ⁶		O	A ⁶		B-D	
9. Desmanthus Bahiagrass Wild eye (Elymus) Bahiagrass	20 45 15 35 35 35 35 35 35 35 35 35 35		O			O			O			C-D	
10. Tall fescue (leaf type) Perennial ryegrass White clover (see note at right)	205 20 20 20 20 20 20 20 20 20 20 20 20		O	A ⁵	A ⁵	O	A ⁵	O	A ⁵	A ⁵	A ⁵	C-D	
11. Kentucky Bluegrass Turf-type Tall fescue	45 22 22 22 22 22 22 22 22 22 22 22 22		A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	C-D	
12. Turf-type Tall fescue (blend of 3 cultivars)	350 8 8 8 8 8 8 8 8 8 8 8 8		A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	C-D	
13. Hard Fescue and/or Chewings fescue and/or Strong Chewings red fescue Perennial ryegrass Ky. bluegrass (new)	175 45 45 45 45 45 45 45 45 45 45 45 45		A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	A-C	
14. Tall fescue Ky. bluegrass (blend) Perennial ryegrass (blend)	205 20 20 20 20 20 20 20 20 20 20 20 20		A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	A-B	
15. Hard fescue Chewings fescue Strong Chewings red fescue Perennial ryegrass	150 45 45 45 45 45 45 45 45 45 45 45 45		A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	C-D	
16. Rough bluegrass Strong Chewings red fescue	90 150 3 3 3 3 3 3 3 3 3 3 3 3		A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	C-D	
17. Chewings bluegrass Chewings red fescue Aloha bluegrass	45 45 45 45 45 45 45 45 45 45 45 45 45		A	A ⁵	O	A	A ⁵	O	A	A ⁵	O	B-D	
18. Hard or Shaggy fescue N. E. wildflower mixture	25 12 12 12 12 12 12 12 12 12 12 12 12		O	A	O	O	A	O	O	A	O	C-D	
19. a. Smooth cordgrass b. Standalone cordgrass	veg veg					O			O			D	
20. American bluegrass Coastal prairiegrass	veg 25								O			D	
21. a. Purpletop yellow b. Dwarf yellow c. Redtop d. Wild dogwood	veg veg veg veg											D	

SOIL TEXTURE	TONS/ACRE	LBS./1,000 SQ. FT.
Clay, clay loam, and high organic soil	3	135
Sandy loam, loam, silt loam	2	90
Loamy sand, sand	1	45

Pulverized dolomitic limestone is preferred for most soils south of the New Brunswick–Trenton line.

- Work lime and fertilizer into the soil as nearly as practical to a depth of 4 inches with a disc, spring tooth harrow, or other suitable equipment. The final harrowing or discing operation should be on the general contour. Continue tillage until a reasonably uniform seedbed is prepared.
- inspect seedbed just before seeding. If traffic has left the soil compacted, the area must be retiled as above.
- Soils high in sulfides or having a pH of 4 or less refer to Standard for Management of High Acid Producing Soils, pg. 1–1.

III. Seeding

- Select seed from recommendations in Table 7–2.

SPECIES	SEEDING RATES (pounds)		OPTIMUM SEEDING DATE _2/_ Based on Plant Hardiness Zone _3/_			OPTIMUM SEED DEPTH 4/(inches)
	Per Acre	Per Acre	ZONE 5b, 6s	ZONE 6b	ZONE 7a, b	
Cold Season Grass						
1.Perennial ryegrass	100	1.0	3/15–6/1 8/1–9/15	3/15–5/15 8/15–10/1	2/15–5/1 8/15–10/15	0.5
2.Spring Oats	86	2.0	3/15–6/1 8/1–9/15	3/15–5/15 8/15–10/1	2/15–5/1 8/15–10/15	1.0
3.Winter Barley	96	2.2	8/1–9/15	8/15–10/1	8/15–10/15	1.0
4.Annual Ryegrass	100	1.0	3/15–6/1 8/1–9/15	3/15–6/1 8/1–9/15	2/15–5/1 8/15–10/15	0.5
5.Winter Cereal Rye	112	2.8	8/1–11/1	8/1–11/1	8/1–12/15	1.0
Warm Season Grass						
6.Pearl Millet	20	0.5	6/1–8/1	5/15–8/15	5/1–9/1	1.0
7.Millet (German or Hungarian)	30	0.7	6/1–8/1	5/15–8/15	5/1–9/1	1

- Seeding rate for warm season grass, selections 5 – 7 shall be adjusted to reflect the amount of Pure Line Seed (PLS) as determined by a germination test result. No adjustment is required for cool season grasses.
 - May be planted throughout summer if soil moisture is adequate or seeded area can be irrigated.
 - Plant Hardiness Zone (see figure 7–1, pg. 7–4.)
 - Twice the depth for sandy soils
- Conventional Seeding. Apply seed uniformly by hand, cyclone (centrifugal) seeder, drop seeder, drill or cultipacker seeder. Except for drilled, hydroseeded or cultipacked seedings, seed shall be incorporated into the soil, to a depth of 1/4 to 1/2 inch, by raking or dragging. Depth of seed placement may be 1/4 inch deeper on coarse textured soil.
 - Hydroseeding is a broadcast seeding method usually involving a truck or trailer mounted tank, with an agitation system and hydraulic pump for mixing seed, water and fertilizer and spraying the mix onto the prepared seedbed. Mulch shall not be included in the tank with seed. Short fibered mulch may be applied with a hydroseeder following seeding. (also see Section IV Mulching) Hydroseeding is not a preferred seeding method because seed and fertilizer are applied to the surface and not incorporated into the soil. Poor seed to soil contact occurs reducing seed germination and growth. Hydroseeding may be used for areas too deep for conventional equipment to traverse or too obstructed with rocks, stumps, etc.
 - After seeding, firming the soil with a corrugated roller will assure good seed-to-soil contact, restore capillarity, and improve seedling emergence. This is the preferred method. When performed on the contour, sheet erosion will be minimized and water conservation on site will be maximized.

IV. Mulching

Mulching is required on all seeding. Mulch will insure against erosion before grass is established and will promote faster and earlier establishment. The existence of vegetation sufficient to control soil erosion shall be deemed compliance with this mulching requirement.

- Straw or Hay. Unrotted small grain straw, hay free of seeds, applied at the rate of 1–1/2 to 2 tons per acre (70 to 90 pounds per 1,000 square feet), except that where a crimper is used instead of a liquid mulch-binder (tackifying or adhesive agent), the rate of application is 3 tons per acre. Mulch chopper-blowers must not grind the mulch. Hay mulch is not recommended for establishing fine turf or lawns due to the presence of weed seed.

Application. Spread mulch uniformly by hand or mechanically so that approximately 95% of the soil surface will be covered. For uniform distribution of hand-spread mulch, divide area into approximately 1,000 square feet sections and distribute 70 to 90 pounds within each section.

Anchoring shall be accomplished immediately after placement to minimize loss by wind or water. This may be done by one of the following methods, depending upon the size of the area, steepness of slopes, and costs.

- Peg and Twine. Drive 8 to 10 inch wooden pegs to within 2 to 3 inches of the soil surface every 4 feet in all directions. Stakes may be driven before or after applying mulch. Secure mulch to soil surface by stretching twine between pegs in a criss-cross and a square pattern. Secure twine around each peg with two or more round turns.
- Mulch Nettings. Staple paper, jute, cotton, or plastic nettings to the soil surface. Use a degradable netting in areas to be mowed.
- Crimper (mulch anchoring tool). A tractor-drawn implement, somewhat like a disc harrow, especially designed to push or cut some of the broadcast long fiber mulch 3 to 4 inches into the soil so as to anchor it and leave part standing upright. This technique is limited to areas traversable by a tractor, which must operate on the contour of slopes. Straw mulch rate must be 3 tons per acre. No tackifying or adhesive agent is required.
- Liquid Mulch-Binders. – May be used to anchor hay or straw mulch.
 - Applications should be heavier at edges where wind may catch the mulch, in valleys, and at crests of banks. The remainder of the area should be uniform in appearance.
 - Use one of the following:
 - Organic and Vegetable Based Binders – Naturally occurring, powder based, hydrophilic materials when mixed with water formulates a gel and when applied to mulch under satisfactory curing conditions will form membraned networks of insoluble polymers. The vegetable gel shall be physiologically harmless and not result in a phytotoxic effect or impede growth of turfgrass. Use at rates and weather conditions as recommended by the manufacturer to anchor mulch materials. Many new products are available, some of which may need further evaluation for use in this state.
 - Synthetic Binders – High polymer synthetic emulsion, miscible with water when diluted and following application to mulch, drying and curing shall no longer be soluble or dispersible in water. It shall be applied at rates recommended by the manufacturer and remain tacky until germination of grass.

Note: All names give above are registered trade names. This does not constitute a commendation of these products to the exclusion of other products.

Wood–fiber or paper–fiber mulch. Shall be made from wood, plant fibers or paper containing no growth or germination inhibiting materials, used at the rate of 1,500 pounds per acre (or as recommended by the project manufacturer) and may be applied by a hydroseeder. This mulch shall not be mixed in the tank with seed. Use is limited to flatter slopes and during optimum seeding periods in spring and fall.

Pelletized mulch. Compressed and extruded paper and/or wood fiber product, which may contain co-polymers, tackifiers, fertilizers and coloring agents. The dry pellets, when applied to a seeded area and watered, form a mulch mat. Pelletized mulch shall be applied in accordance with the manufacturers recommendations. Mulch may be applied by hand or mechanical spreader at the rate of 60–75 lbs./1,000 square feet and activated with 0.2 to 0.4 inches of water. This material has been found to be beneficial for use on small lawn or renovation areas, seeded areas where weed-seed free mulch is desired or on sites where straw mulch and tackifier agent are not practical or desirable.

Applying the full 0.2 to 0.4 inches of water after spreading pelletized mulch on the seed bed is extremely important for sufficient activation and expansion of the mulch to provide soil coverage.

CONSTRUCTION SEQUENCE

- Install tree protection & silt fence around perimeter of prescribed area of disturbance.
- Construct stabilized construction entrance.
- Clear vegetation in accordance with plans.
- Grade per proposed contours.
- Excavate and install monopole and equipment shelter footings.
- Backfill and compact around shelter footings, and final grade site.
- Install weed barrier and gravel surface.
- Install proposed landscaping per Landscaping Details.
- Seed in accordance with requirements.
- Remove and restore stabilized construction entrance.

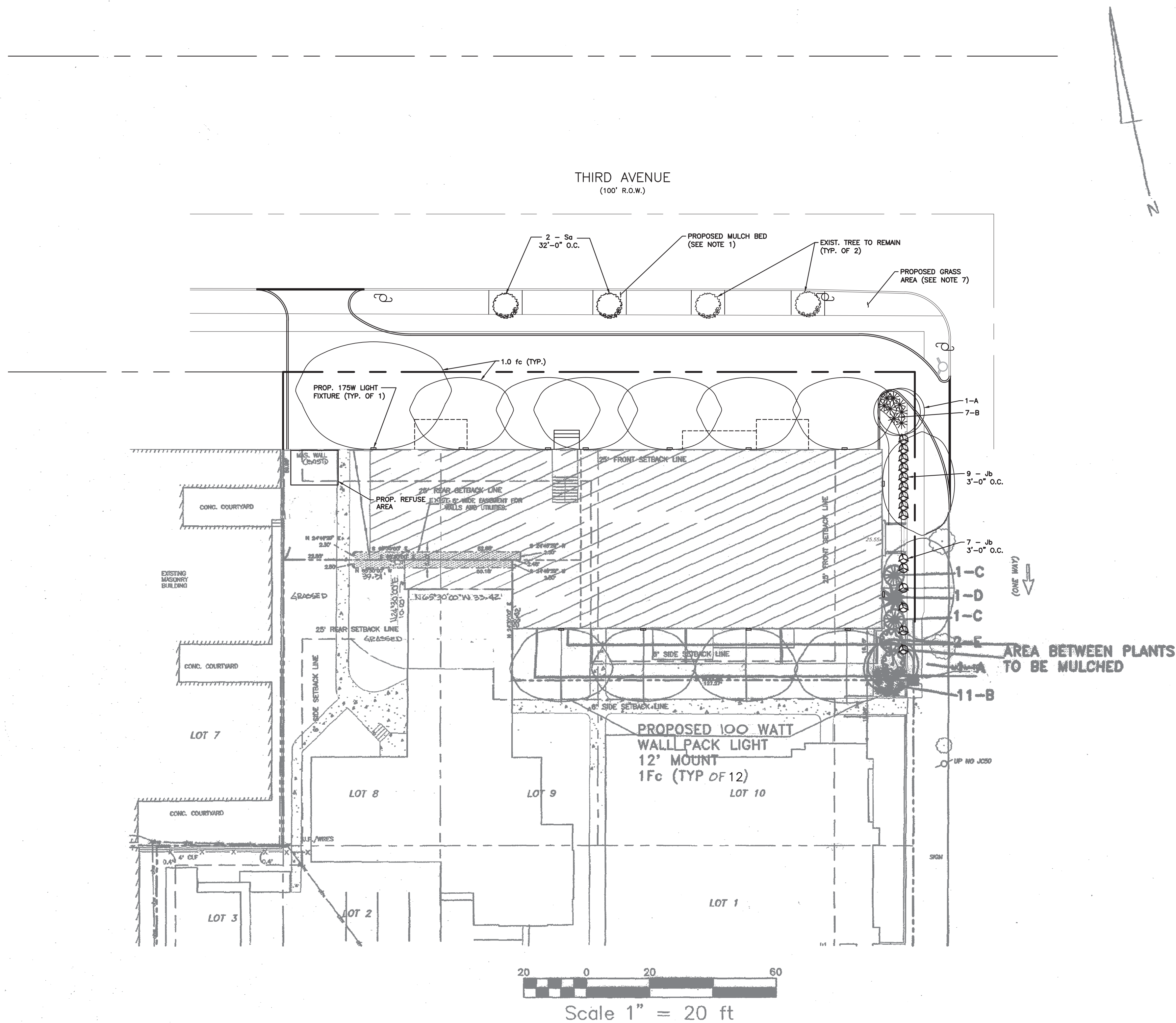
CONSTRUCTION SCHEDULE

- | | |
|----------------------------|--------|
| 1. site clearing/grading | 1 week |
| 2. concrete shaft/footings | 1 week |
| 3. grading/stone | 1 week |
| 4. electric/telco schedule | 1 week |
| 5. fencing | 1 week |
| 6. set shelter | 1 week |

12. 06/14/16	REV. PER FSCD COMMENTS	FVI
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2. 4/10/97	REV. RECAPITULATION	TRP
1. 3/20/97	REV. RECAPITULATION	TRP
No.	DATE:	REVISION:
		INITI:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION SOIL EROSION & SEDIMENT CONTROL NOTES	
PREPARED FOR: PRESIDENT STREET PARTNERS	
LOCATION: BLOCK 167 LOT 1.02 CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY	
 N.J. CERTIFICATE OF AUTHORIZATION: 24GA28064600	
1971 Route 34 -- Wall Township, New Jersey 07719 -- Phone: (732) 449-0099 Fax: (732) 449-3131 www.stantec.com	
JOB NO:	192530022
SHEET:	SP-3D
SCALE:	AS SHOWN
DATE:	2/5/97
DRAWN BY:	DT
N.J. LICENSE # 24321	
Louis A. Scheidt PROFESSIONAL ENGINEER PROFESSIONAL PLANNER	
6/14/16 DATE:	

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LANDSCAPE NOTES

1. ALL PLANT BEDS TO BE MULCHED WITH LICORICE ROOT MULCH, RITE DRESS OR APPROVED EQUAL.
2. PLANTS SHOULD NOT BE INDIVIDUALLY SHAPED OR SHEARED. SIMILAR PLANTS SHOULD BE ALLOWED TO MASS TOGETHER. (TAXUS HEDGES ARE THE ONLY PLANTS WHICH WILL REQUIRE SHEARING 1-2 TIMES PER YEAR AFTER THEY BECOME ESTABLISHED DENSE HEDGES).
3. ALL PLANT MATERIAL TO BE FIRST QUALITY NURSERY GROWN STOCK, FREE OF DISEASE AND DISFIGUREMENT AND PLANTED IN ACCORDANCE WITH SOUND NURSERY PRACTICES.
4. THE CONTRACTOR SHALL GUARANTEE ALL PLANTINGS FOR TWO YEARS FROM THE DATE OF INSTALLATION. THE PROJECT OWNER IS TO PROPERLY MAINTAIN AND WATER PLANTS DURING THIS PERIOD. PARTICULARLY FOLLOWING INSTALLATION AND DURING VERY WARM AND DRY WEATHER PERIODS. PLANTS NEAR BLACKTOP AREAS ARE PRONE TO DRY OUT.
5. PLANTS MAY HAVE TO BE SHIFTED SLIGHTLY TO ACCOMMODATE ROOTS OF EXISTING TREES.
6. PLANTS CHOSEN FOR THIS PLANTING DESIGN REQUIRE LITTLE OR NO PRUNING, AND WERE SELECTED BECAUSE OF THE EVENTUAL SHAPE AND SIZE THAT THEY WILL REACH WITH OUT TRIMMING.
7. ALL GRASSED AREAS ARE TO BE SOODED AND PROPERLY IRRIGATED.
8. IRRIGATION SYSTEM TO BE DESIGNED AND INSTALLED BY OTHERS(IF APPLICABLE).
9. SEASONAL FLOWERING PLANTS TO BE INSTALLED AT THE DEVELOPERS DISCRETION.
10. ALL PLANT MATERIAL NOT SURVIVING FOR A PERIOD OF TWO (2) YEARS SHALL BE REPLACED WITH THE SAME OR EQUIVALENT SIZE OR SPECIES.

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No.	DATE:	REVISION:
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TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
LANDSCAPE/LIGHTING PLAN

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY



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JOB NO: 192530022

SHEET: SP-4

SCALE: AS SHOWN

DATE: 2/5/97

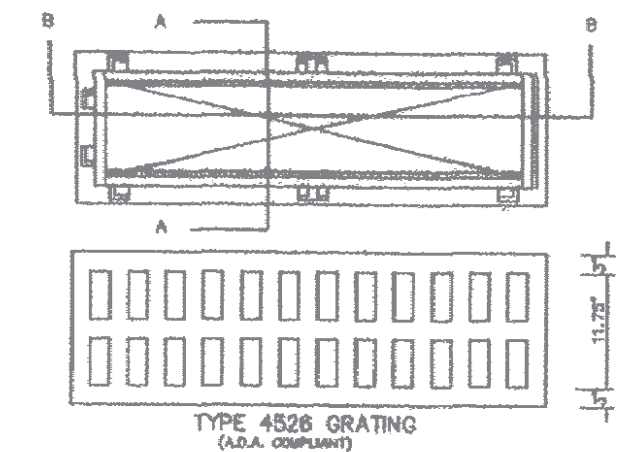
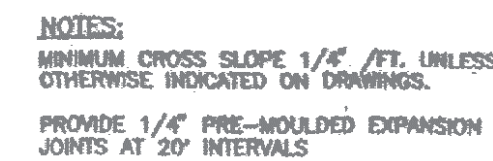
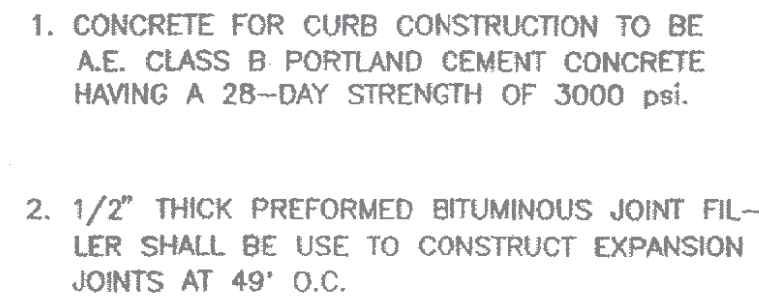
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Louis A. Scheidt
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PROFESSIONAL PLANNER

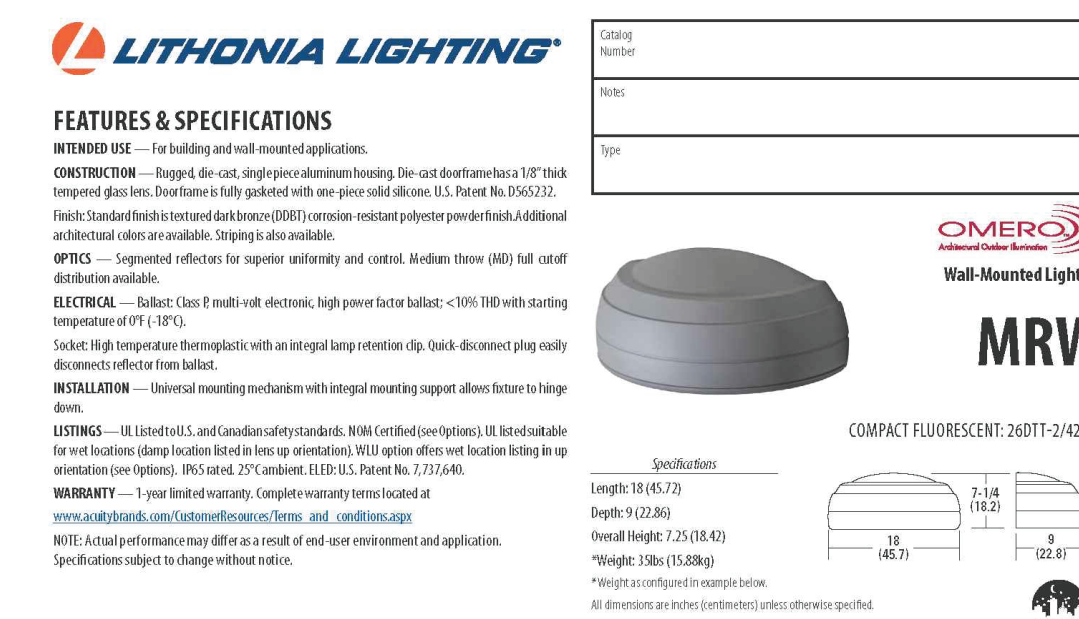
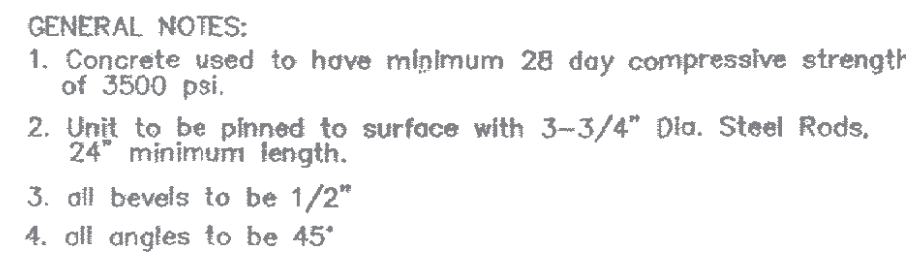
N.J. LICENSE # 24321

6/14/16
DATE:

PLANT LIST					
ITEM	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	NOTE
A	2	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY MAPLE	2.5-3" CAL.	B&B
B	18	JUNIPERUS CHINENSIS SARGENTI 'GLAUCOA'	SARGENT BLUE JUNIPER	15-18"	#2 CAN
C	2	MYRICA pensylvanica	NORTHERN BAYBERRY	2'-2-1/2'	B&B
D	1	ILEX Y MESERVAE 'BLUE PRINCE'	BLUE PRINCE HOLLY	18"-24"	#2 CAN
E	3	VIBURNUM dentatum	ARROWWOOD VIBURNUM	4-5'	B&B
Jb	16	BUXUS MICROPHYLLA JAPONICA	JAPANESE BOXWOOD	18"-24"	#2 CAN
Sa	2	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	3" CAL.	B&B



HANDICAPPED PARKING SIGN

[illegible]

Notes:			
1. Must not electronic but is capable of operating using low voltage from 120-277V	2. Not available with PFC or DCO.	3. Consult factory for available wattages.	
2. May be ordered also accessory with pre-fabricated, must specify finish.	4. Not available with MALL, must specify wattage.	5. See www.hubbell.com/lighting for additional details.	
3. Not available with SHM, E, or floor chime.	5. With L20W75 pendant/ballast packs, input/output is evenly divided between the lamps in emergency mode.	6. Blank finish only.	
4. Maximum allowable wattage input. Not available with L20W or DCO.	6. Not available with 24VAC.	7. Multiple specified (10 lamps with L20).	
5. One lamp operated during emergency mode. For more information, see the technical literature.	7. Not available with PFC, DCO or L20W.		
6. Not available with 202PFC or 24VACR L20W with compact fluorescent bulbs not using North Carolina code for state-saved buildings per 2012 NC Building	8. Must be ordered with fixture, cannot be field installed.		

Lamp (capac fluorescent)	Initial Lumens	Mounting Height			
		16'	12'	10'	8'
42W TH	3,200	0.72	0.5	0.37	0.28
42W TH	6,000	1.41	1.0	0.73	0.56

LITHONIA LIGHTING™
An Acuity Brands Company

OUTDOOR: One Lithonia Way, Gainesville, GA 32603 Phone: 778.892.5800 Fax: 778.940.1518 www.lithonia.com © 2005-2015 Acuity Brands Lighting, Inc. All rights reserved. 10.161675

DECIDUOUS SHADE TREE PLANTING
SCALE: NOT TO SCALE

GROUND COVER PLANTING
SCALE: NOT TO SCALE

SHRUB PLANTING
SCALE: NOT TO SCALE

4" MULCH

SOFT MIX

HARD MIX

BALL DIA. + 6"

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No.	DATE:	REVISION:	INIT:

TITLE: FINAL SITE PLAN - BUILDING USE CONVERSION
CONSTRUCTION DETAILS

PREPARED FOR:
PRESIDENT STREET PARTNERS

LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

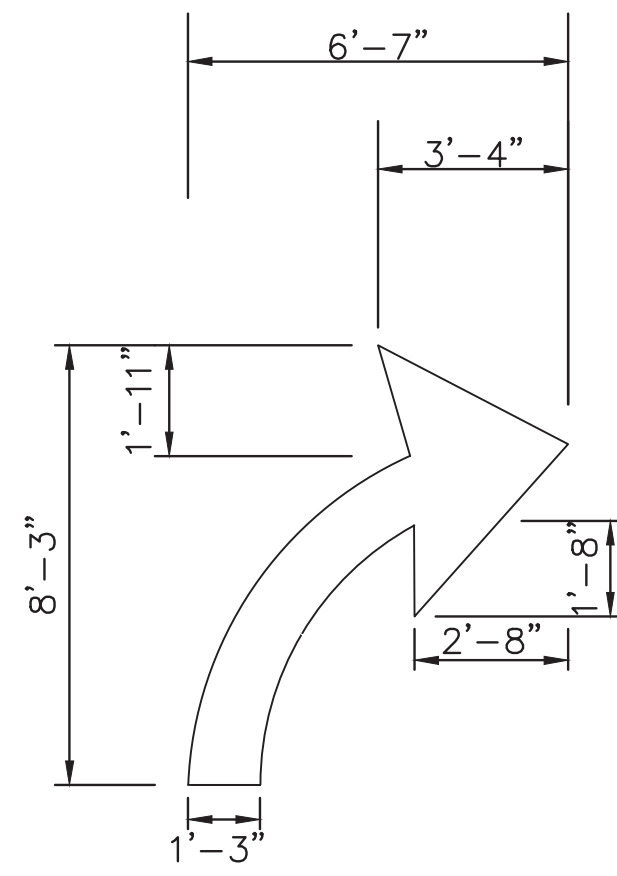
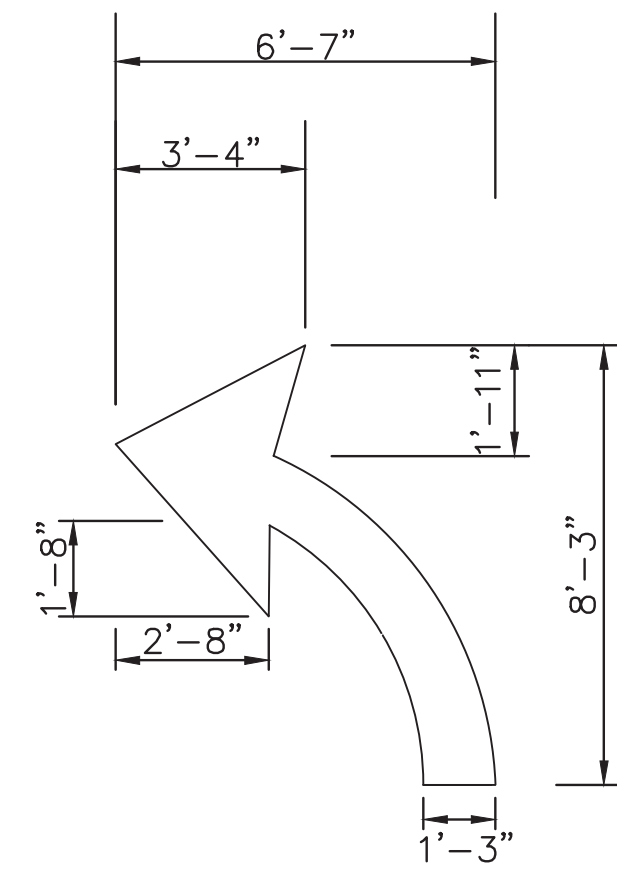
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JOB NO:	192530022
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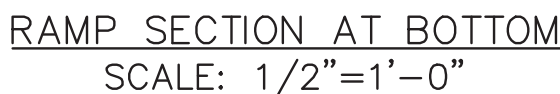
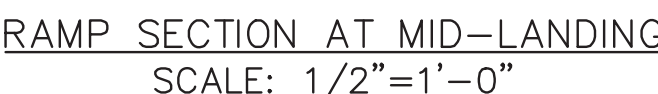
Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

N.J. LICENSE # 24321

6/14/16
DATE:



N.J. LICENSE # 24321



Attachment: 2016-06-14_Housing Project Asbury Park_Rev12_RED LINES (002) BOND STREET (2017-30 : Proposal for 1003 Bond Street for encroachment in public R-O-W for private parking.)

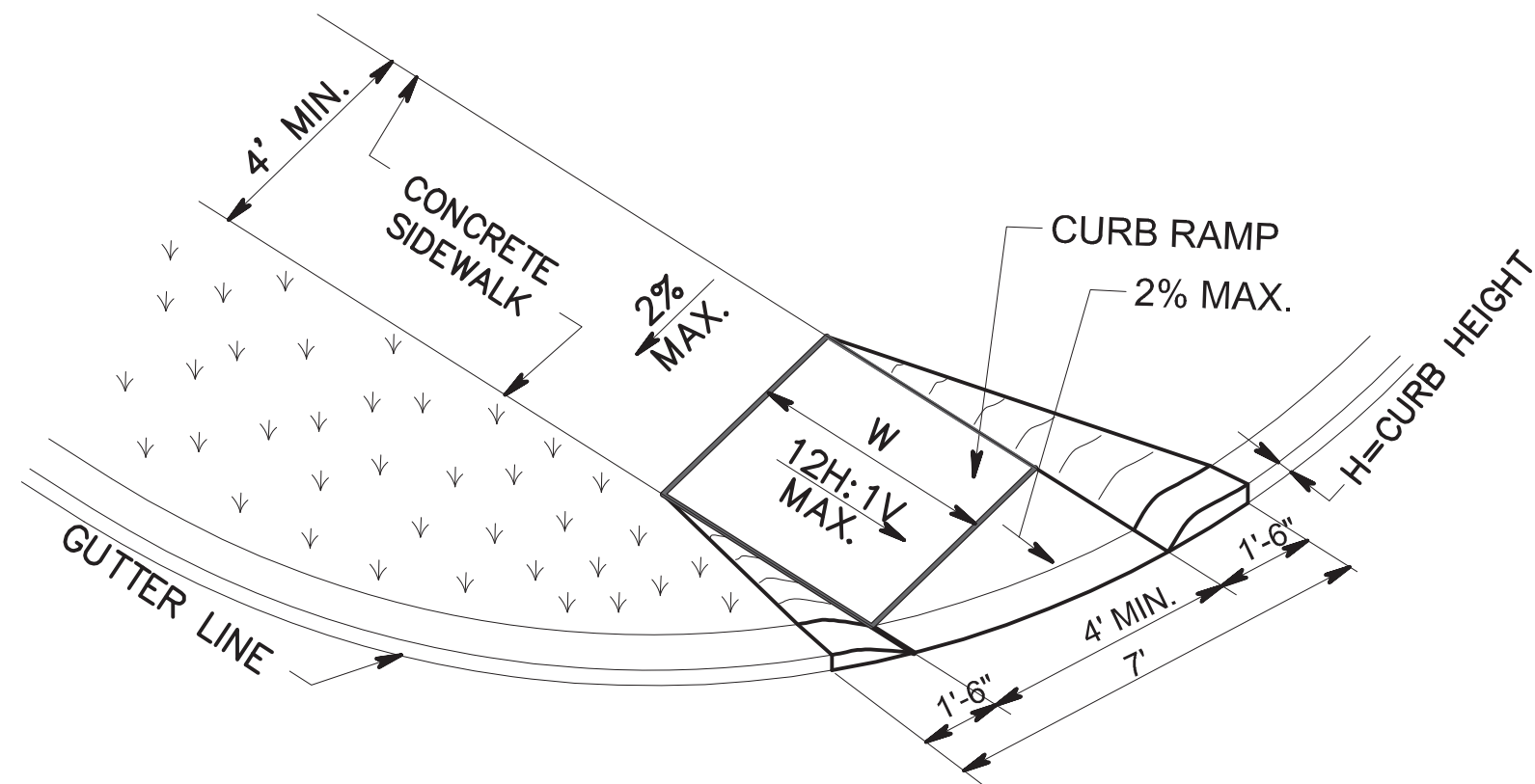
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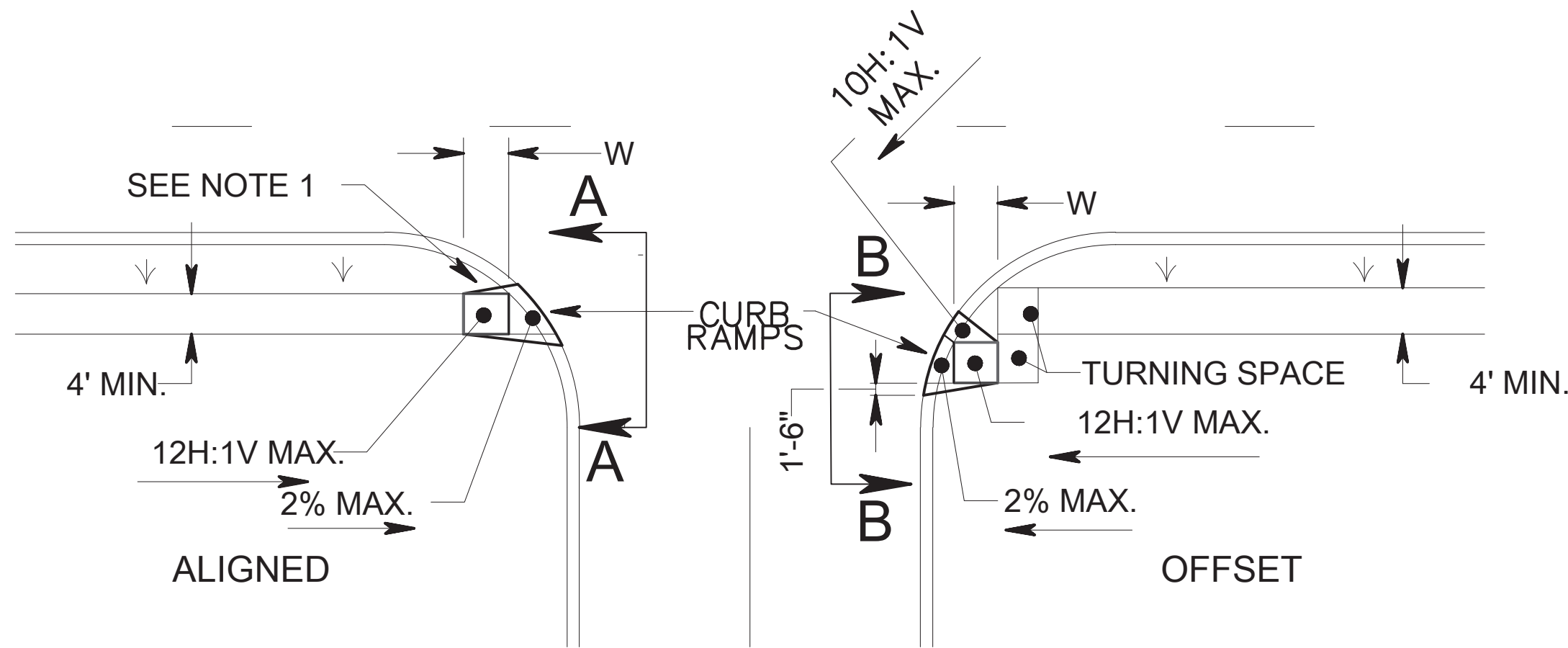
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Packet Pg. 21

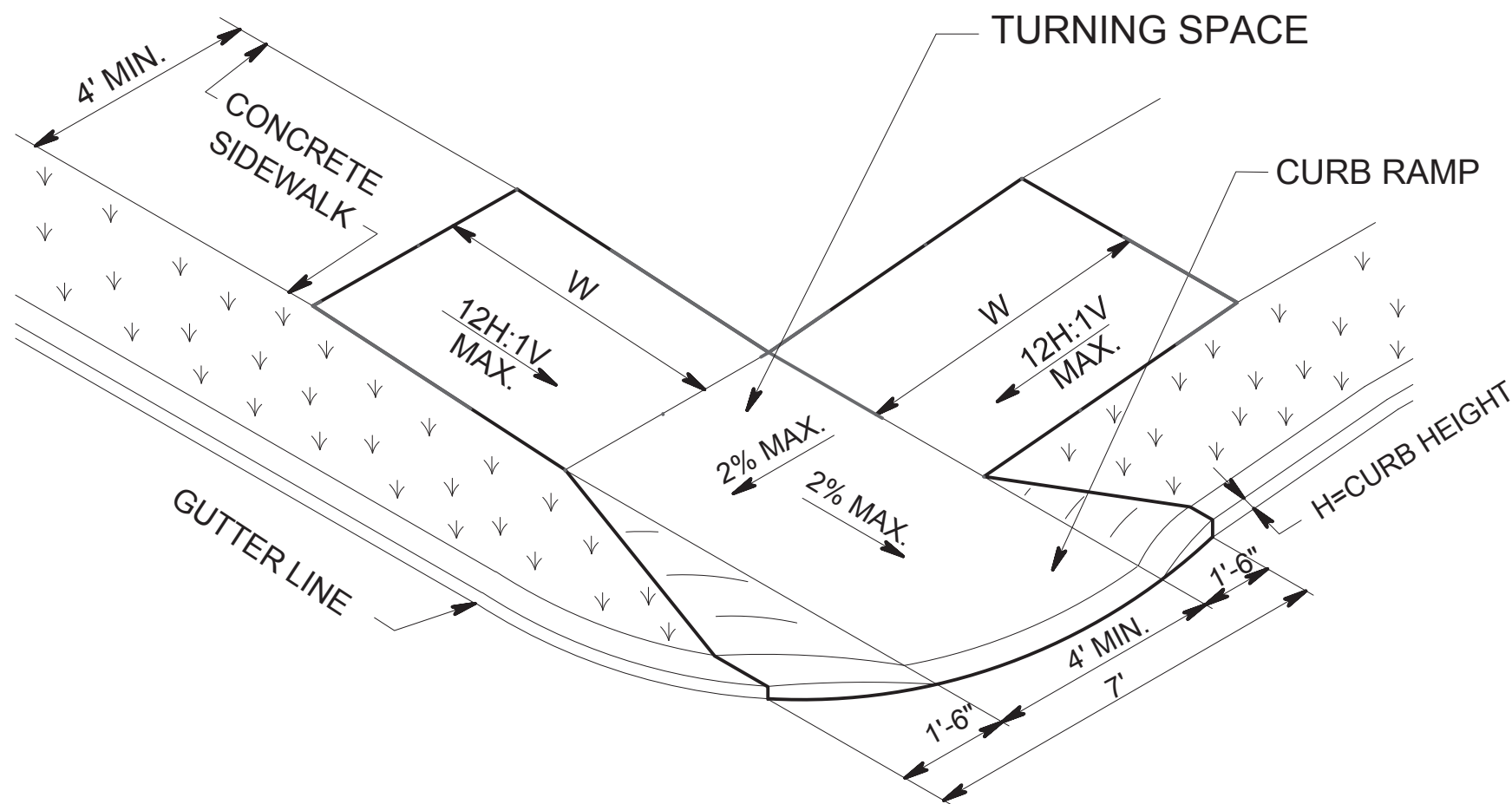
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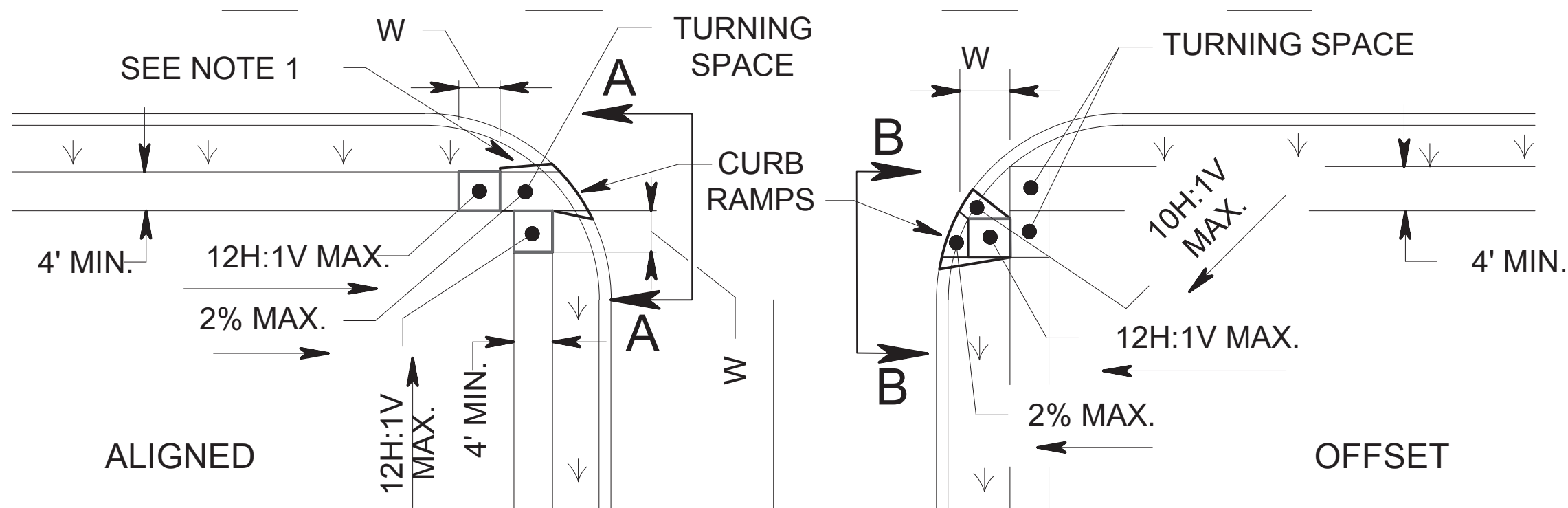
CURB RAMP TYPE 5 DETAIL
N.T.S.



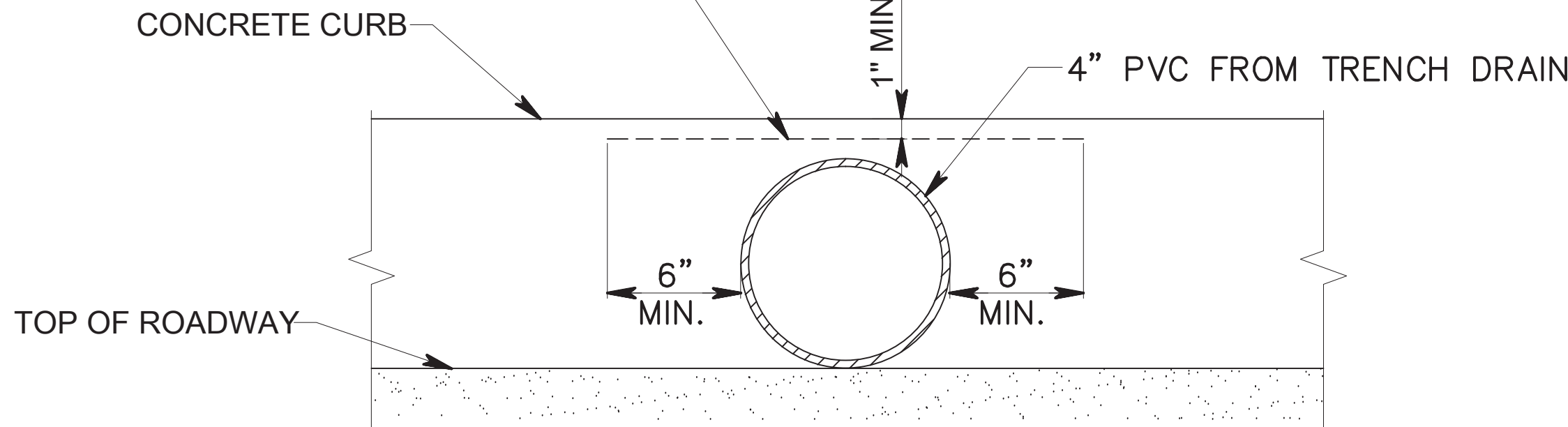
NOTE:
1. FOR CURB RAMP TYPES 5 & 6, IF A GRASS BUFFER DOES NOT EXIST, SLOPE CURB TO EQUAL SLOPE OF ADJACENT CURB RAMPS.



CURB RAMP TYPE 6 DETAIL
N.T.S.

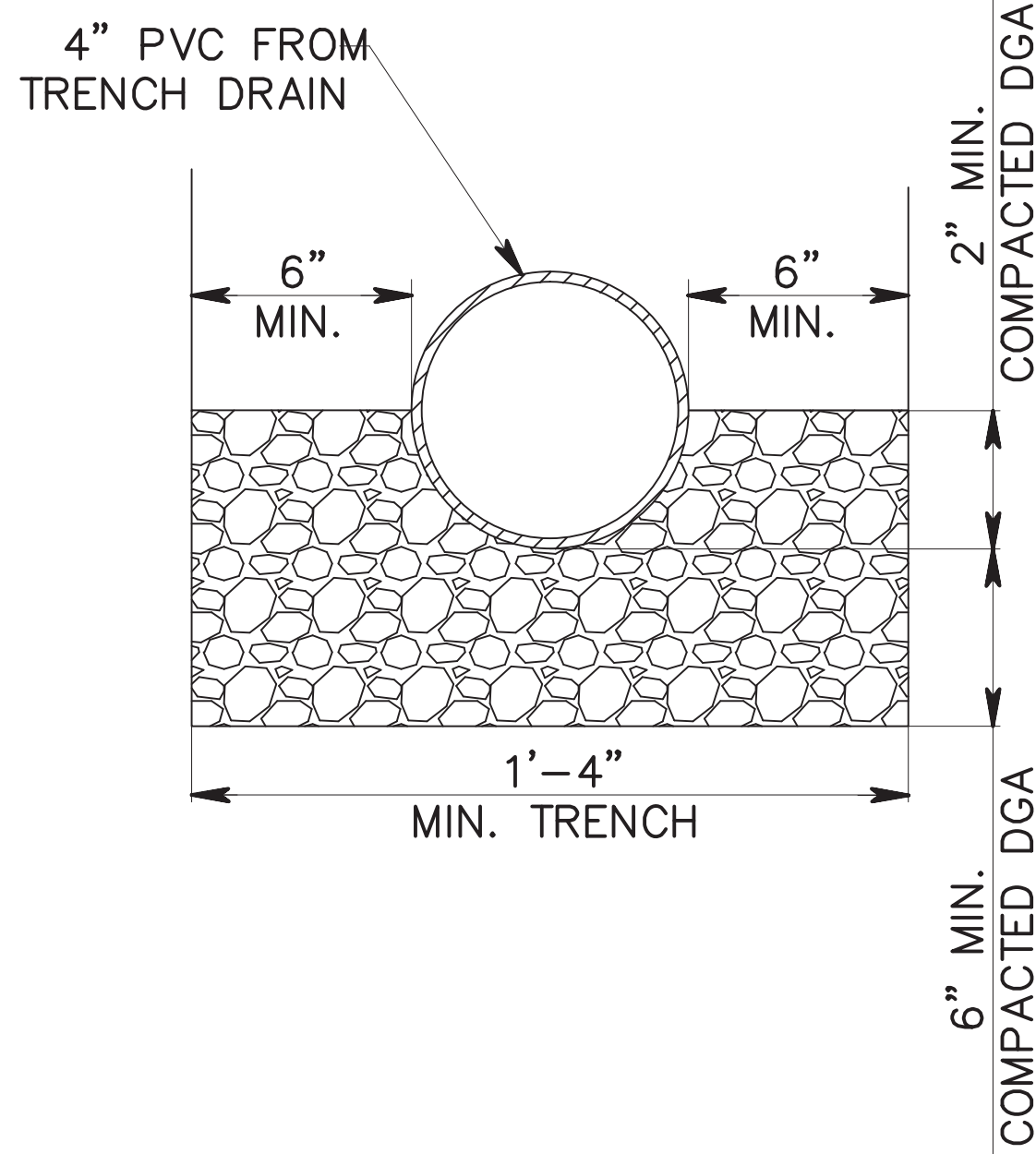


WWF MESH, 4x4 , TO BE INSTALLED ALONG ENTIRE 4\"/>



- NOTES:**
1. CONCRETE CURB TO BE SAW CUT AT NEAREST JOINT FOR REPLACEMENT.
 2. SEE CONCRETE CURB DETAIL FOR CONSTRUCTION OF CURB.
 3. ALL W.W.F. TO BE EPOXY COATED.

CONCRETE CURB PENETRATION DETAIL
N.T.S.



PIPE BEDDING DETAIL
N.T.S.

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PREPARED FOR:
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LOCATION: BLOCK 167 LOT 1.02
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

Stantec

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JOB NO: 192530022
SHEET: SP-7
SCALE: AS SHOWN
DATE: 2/5/97
DRAWN BY: DT

Louis A. Scheidt
PROFESSIONAL ENGINEER
PROFESSIONAL PLANNER

N.J. LICENSE # 24321

6/14/16
DATE:











Minutes
Meeting of the Municipal Council
Wednesday, March 22, 2017
REGULAR MEETING

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

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

PRESENTATION OF THE ASBURY PARK FISHING CLUB

Mayor Moor and Council Members presented checks from the Asbury Park Fishing Club to various non-profit organizations.

PUBLIC PARTICIPATION

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to open the public portion of the meeting. All were in favor.

The following members of the public spoke: Pat McBrian, Connie Breech, Felicia Simmons, Mark Steinberg, Esquire, Calvin Edison, Conrad Nibblett, Rita Marano, Tracy Rogers, Werner Baumgartner, Ernest Mignoli.

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to close the public portion of the meeting. All were in favor.

MINUTES

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

1. Executive Minutes of Mar 8, 2017 4:00 PM
2. Municipal Council - Work Session - Mar 8, 2017 6:00 PM

3. Municipal Council - Regular Meeting - Mar 8, 2017 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2017-110 Resolution Approving Special Event Applications

2017-111 Authorizing Compensation Payment to Robert Armento Upon His Separation of Employment

2017-112 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate Erroneously Sold With an Active Bankruptcy 1604-17 TSC#16-00142

2017-113 Resolution Recognizing March 19-25, 2017 as National Poison Prevention Week

INDIVIDUAL RESOLUTIONS

2017-102 Resolution Awarding Contract for Affordable Housing ("COAH") Planner

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

2017-114 Resolution Amending Temporary Budget Appropriations for 2017 Budget

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

2017-115 Resolution Approving the Payment of Bills

Council Member Chapman abstains from POs 17-00308 and 17-00351.

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

2017-116 Resolution of The Mayor And City Council Of The City Of Asbury Park Appointing The Asbury Park Brownfield Advisory Committee For The EPA Brownfields and Petroleum Hazardous Assessment Grants

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

2017-117 Authorizing an agreement with Passport for a mobile parking application

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

2017-118 2017-118 : Resolution Approving Change Order #2 for the Outfall Diffuser Project

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

2017-119 2017-119 : Resolution Authorizing Change Order #2 for the Wastewater Treatment Plant Generator Relocation Project

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

2017-120 Authorizing the City Manager/Purchasing Agent to award a contract for Sunset Lake pond management

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

2017-121 Authorizing Execution Of A Shared Services Agreement With Two Rivers Water Reclamation Authority for Technical Rescue Services

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

ORDINANCES

Introduction

2017-12 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Public hearing for this Ordinance is scheduled for April 12, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/12/2017 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2017-13 Authorizing The City Of Asbury Park To Convey An Easement Over Certain Portions Of The Right Of Way Area (Air Space) Adjacent To The Property Located At 1107, 1105 And 1101 Main Street (Block 2804, Lot 5.01 F/K/A Block 2804, Lots 5, 6 & 7, Respectively)

Public hearing for this Ordinance is scheduled for April 12, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/12/2017 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2017-14 An Ordinance of the City of Asbury Park Revising Chapter VII "Traffic" of the Code of the City of Asbury Park

Public hearing for this Ordinance is scheduled for April 12, 2017.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 4/12/2017 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2017-11 An Ordinance Establishing Salaries of Certain Employees within the City of Asbury Park, Monmouth County, NJ

Motion made by Deputy Mayor Quinn to open Ordinance 2017-11 to the public and seconded by Council Member Kendle. All were in favor.

The following members of the public spoke: Rita Marano and Ernest Mignoli.

Motion made by Deputy Mayor Quinn to close Ordinance 2017-11 to the public and seconded by Council Member Kendle. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 8:00 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk