



Agenda
Meeting of the Municipal Council
Wednesday, September 12, 2018
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 4, 2018, 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. Proclamation Recognizing the Asbury Park Music Foundation
- D. Items to be presented by Bob Duerr of MBRC:
 - 1. "Leave ONLY Your Footprints" Program
- E. Items to be presented by Michael Manzella, City of Asbury Park Transportation Planner
 - 1. Asbury Park ALIVE!
- F. Review of Agenda Items for September 12, 2018 Regular Meeting
- G. Matters from City Council
- H. Matters from City Manager
- I. Matters from City Attorney
- J. Regular Meeting begins at 7 p.m.



Agenda
Meeting of the Municipal Council
Wednesday, September 12, 2018
REGULAR MEETING 7:00 PM

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

2018-316 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Amendments to the Waterfront Redevelopment Plan
2. License Agreement with Santander Bank for use of ROW area (306 Main Street - Block 2508, Lot 9)

B. Personnel

1. SAFER Grant

C. Litigation

1. 545 Lake Urban Renewal, LLC v. City of Asbury Park, et al.

D. Attorney-Client Privilege

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

III. 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 4, 2018, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Public Participation

F. Minutes

- Executive Session Minutes of Aug 22, 2018 4:00 PM
- Municipal Council - Work Session - Aug 22, 2018 6:00 PM
- Municipal Council - Regular Meeting - Aug 22, 2018 7:00 PM

G. 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.

- 2018-317 Resolution Approving Special Event Applications
- 2018-318 Resolution to Refund Overpaid Taxes 3705-10.13 1706 Park Ave, Unit 4B
- 2018-319 Resolution to Credit Sewer Account 1305-8 1302 Summerfield Avenue
- 2018-320 Resolution Authorizing Opening and Adjusting Interest of Tax Sale Certificate Erroneously Partially Redeemed 1001-4 FKA 93-7 TSC#A8-00267
- 2018-321 Resolution Accepting Receipt of Secure the Shore Grant
- 2018-322 Resolution of Receipt of a Monmouth County Grant from the Division on Aging, Disabilities and Veterans Services
- 2018-323 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Urban Areas Security Initiative Grant
- 2018-324 A Resolution of the City of Asbury Park Releasing the Performance Bond for Block 167, Lot 1.02 - 1003 Bond Street and Accepting Maintenance Guarantee

H. Individual Resolutions

- 2018-325 Resolution Approving Payment of Bills
- 2018-326 Resolution Authorizing a Transfer of Interest Pursuant to a Redevelopment Agreement Between the City and Michaels Development Company I, L.P., as Redeveloper of Certain Parcels Located within the City's Springwood Avenue Redevelopment Area
- 2018-327 Authorizing Appointments to the "Environmental/Shade Tree Commission"
- 2018-328 Resolution Authorizing In Rem Foreclosure Proceedings Relating To A Certain Real Property Located Within The City Of Asbury Park, New Jersey
- 2018-329 Resolution Authorizing Execution of a Commodity Resale Agreement with The County of Monmouth

- 2018-330 Resolution Authorizing Execution of a Shared Services Agreement with The County of Monmouth
- 2018-331 Resolution Authorizing the Purchase of an Oxygen and SCBA Fill Station for the Fire Department
- 2018-332 Resolution Authorizing the Purchase of an Ambulance Radio
- 2018-333 Resolution Authorizing the Purchase of a Mini-Split Air Conditioner
- 2018-334 Resolution Authorizing the Purchase of Firstnet Ready Routers and Accessories for Police Vehicles
- 2018-335 Resolution Authorizing the Purchase of Panasonic Tablets and Accessories for Police Vehicles
- 2018-336 Resolution Authorizing the Purchase of a Shredder for the Finance Office
- 2018-337 Resolution Authorizing the Purchase of a Shredder for the Police Department
- 2018-338 Resolution Authorizing the Purchase of a Diesel Brush Chipper for the Department of Public Works
- 2018-339 Resolution of The Mayor And City Council of The City of Asbury Park Determining that The Development of Affordable Housing At 1274 Washington Block 1403, Lot 11 and 1276 Washington Block 1403, Lot 10 Will Address An Existing Housing Need In The City Of Asbury Park for Home Financing
- 2018-340 Resolution of The Mayor and City Council of The City of Asbury Park Determining that the Development of Affordable Housing for the Project Known as Parkview AP will Address an Existing Housing Need in the City of Asbury Park for HOME Financing (Block 803, Lots 1-14)
- 2018-341 Resolution Providing for Verification of Ownership of the Fire House Property

I. Ordinances

1. Introduction

- 2018-37 2018-37 : An Ordinance Amending Section 3-35, Entitled “Sleeping In Public Places,” of Chapter III, “Police Regulations,” of the “Revised General Ordinances of the City Of Asbury Park, New Jersey”
- 2018-41 Bond Ordinance Providing for the Acquisition and Installation of License Plate Readers and Associated Software, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey; Appropriating \$175,000 Therefor and Authorizing the Issuance of \$175,000 in Bonds or Notes to Finance the Cost Thereof
- 2018-42 An Ordinance Amending and Supplementing Chapter XX “Environmental Regulations” Adding Section 20-3 Plastic Bags of the “Code Of The City Of Asbury Park, New Jersey.”

2018-43 An Ordinance Amending and Supplementing Chapter XX "Environmental Regulations" by Adding Section 20.6 "Invasive Plants" of the "Code of the City of Asbury Park, New Jersey."

2018-44 An Ordinance Amending and Supplementing Chapter XVIII "Sewers" of the "Code of the City of Asbury Park, New Jersey"

2. Second Reading/Public Hearing

2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park

J. Adjournment

**RESOLUTION NO. 2018-316****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on September 12, 2018 at 7:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. Amendments to the Waterfront Redevelopment Plan
2. License Agreement with Santander Bank for use of ROW area (306 Main Street - Block 2508, Lot 9)

B. Litigation:

1. 545 Lake Urban Renewal, LLC v. City of Asbury Park, et al

C. Personnel:

1. SAFER Grant

D. Attorney-Client Privilege

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

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, August 22, 2018
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 stated that last meeting there was a complaint about a dilapidated home. Code Enforcement issued summons for the house.

Special Event Applications

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

Review of Agenda Items for August 22, 2018 Regular Meeting

City Manager Capabianco reviewed the agenda for this evening's meeting.

Matters from City Council

Council Member Clayton stated that the Renaissance is currently leasing. You can file an application on-line or they are located on the 2nd floor at City Hall. There will be an expungement seminar on August 30 at St. Stephens Church. She offered her condolences to Brian Hollands friends and family.

Deputy Mayor Quinn also offered her condolences to the friends and family of Brian Hollands. She congratulated Connie Breech on her annual back pack drive. Tomorrow evening is the last night for the performance art on 2nd Ave. beach.

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

Minutes Acceptance: Minutes of Aug 22, 2018 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, August 22, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-288 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
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.

The following members of the public spoke: Glen Massamillo, Ernest Mignoli, Rita Marano, Sylvia Sylvia, Peter Seagal.

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the meeting to the public.

**CITY CLERK'S CERTIFICATION TO MAYOR AND COUNCIL REGARDING
INITIATIVE AND REFEREDNUM PETITIONS**

- On July 26, 2018, my office received two (2) separate Petitions seeking to revise the operation and government of the City of Asbury Park in certain respects. The Petitions were subsequently amended

Minutes Acceptance: Minutes of Aug 22, 2018 7:00 PM (Minutes)

by the respective Committees of Petitioners on August 8, 2018 and August 15, 2018 to include additional signatures.

The two Petitions were as follows:

1. Initiative Petition proposing an amended residency requirements Ordinance relating to municipal employees and individuals appointed to serve on Boards, Commissions, Authorities and/or Committees within the City; and
 2. Referendum Petition to amend the charter of the City of Asbury Park to revise certain alternative provisions that are permitted under the City's current Council-Manager Plan of Government under the Faulkner Act.
- Following receipt of the Petitions, I undertook due diligence to determine whether each Petition was signed by a sufficient number of legal voters of the City pursuant to the requirements set forth by law, and otherwise complied with all relevant legal requirements.
 - At the conclusion of my review, the following determinations were made:
 - With regard to the Initiative Petition proposing an amended residency requirements Ordinance, the Petition required rejection at this time due to the fact that the proposed Ordinance failed to comply with relevant legal requirements, as determined by the City Attorney and the City's Labor Counsel. The Petitioners were provided with a copy of my written decision concerning this matter on August 15, 2018, which included the rationale for my rejection of the Petition.
 - With regard to the Referendum Petition to amend the charter of the City of Asbury Park to revise certain alternative provisions that are permitted under the City's current Council-Manager Plan of Government under the Faulkner Act, the Petition has been certified as complying with all relevant legal requirements. As such, the referendum questions submitted by the Petitioners will be placed on the November 6, 2018 General Election ballot for consideration by the voters.

MINUTES

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

1. Executive Minutes of Jul 25, 2018 4:00 PM
2. Municipal Council - Work Session - Jul 25, 2018 6:00 PM **Accepted**
3. Municipal Council - Regular Meeting - Jul 25, 2018 7:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2018-289 Resolution Approving Special Event Applications
- 2018-290 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Multipurpose Senior Center-Additional Funding
- 2018-291 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - NJDOT Transit Village Program Grant
- 2018-292 Resolution to Credit Sewer Account 2801-2 806-808 Fifth Avenue
- 2018-293 Resolution to Credit Sewer Account Block 204 Lot 10 1205 Langford Street
- 2018-294 Resolution to Credit Sewer Account 3504-10 1205 ½ Heck Street
- 2018-295 Resolution to Terminate Sewer Account Billing and Cancel Open Charges and Credit Block 1304 Lot 4 1408 Summerfield Avenue
- 2018-296 Resolution Authorizing Refund of Overpayment of Overbilled Taxes on Tax Sale Certificate 3202-11 TSC#15-00270
- 2018-297 Resolution to Cancel Taxes on City Owned Property 2408-1 111 Main Street
- 2018-298 Resolution Authorizing Issuance of Duplicate Tax Sale Certificate 1001-4 TSC#A8-00267
- 2018-299 A Resolution Amending Special Conditions on the Liquor License for Porta at Asbury Park, LLC d/b/a Porta For the 2018-2019 Licensing Year

INDIVIDUAL RESOLUTIONS

- 2018-282 Resolution Authorizing Change Order #8 for Springwood Avenue Park professional services

RESULT:	TABLED [UNANIMOUS]
	Next: 9/12/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-287 Authorizing Appointments to the “Asbury Park TV Committee”

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

2018-300 A Resolution of the Mayor and Council of the City of Asbury Park Requesting the Monmouth County Board of Elections to Place a Public Question on the November 6, 2018 General Election Ballot Regarding a Proposed Ordinance Submitted Through the Power of Initiative (Pursuant to N.J.S.A. 40:69A-184, Et Seq.) Relating to “Short-Term Rental Regulations.”

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

2018-301 A Resolution of the Mayor and Council of the City of Asbury Park Requesting the Monmouth County Board of Elections to Place Two (2) Public Referendum Questions on the November 6, 2018 General Election Ballot Regarding Proposed Amendments to the City’s Current Form of Government (Pursuant to N.J.S.A. 40:69A-25.1)

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

2018-302 Resolution Approving Payment of Bills

Council Member Chapman abstained from POs 18-00374 and 18-02474.

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

2018-303 Authorizing the Execution of a “Use and License Agreement” With SHN Festivals, LLC, and Related Documents, Concerning a Live Cultural Music and Art Festival to be Held in a designated Portion of the Asbury Park Waterfront Area from September 28, 2018 through September 30, 2018 and Authorizing the Issuance of a Special Events Permit in Connection Therewith

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

2018-304 Authorizing Grant Application to Monmouth County for Senior Services

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

2018-305 Authorizing T&M Associates to Provide Grant Assistance and Support

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

2018-306 Authorizing T&M Associates to prepare a NJDOT grant application

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

2018-307 Authorizing the City Attorney to Amend the Firehouse Vehicle Bay Lintel Contract

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

2018-308 Resolution of Support from Local Governing Body Authorizing the Sustainable Jersey Grant Application

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

2018-309 Authorizing Change Order Number 1 for the Springwood and Atkins traffic signal upgrade project

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

2018-310 Resolution Authorizing Change Order Number 3 for the Firehouse Lintel Project

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

2018-311 Resolution of Support Authorizing a New Jersey Department of Transportation Safe Routes to School Program Grant Application

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

2018-312 Resolution of the City of Asbury Park Authorizing the Execution of An Agreement To Terminate the Redeveloper Agreement Dated January 12, 2011 Between The City of Asbury Park and Springwood Commons, LLC (Block 903, lots 1.01, 1.02, 2, 3, 4, 5 and 6)

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

2018-313 Referring Proposed Amendments to the City's Land Development Regulations (Specifically Concerning, Application Procedures, Staff Duties, Notification, Zoning Compliance Documents, Checklist and Performance and Maintenance Guarantees) to the Planning Board for Review and Comment Pursuant to the New Jersey Municipal Land Use Law

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

2018-314 Resolution Adopting the Municipal Public Access Plan And Referring It To The Planning Board For Incorporation in the Master Plan

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

2018-315 Entering in an Agreement with the Asbury Park Housing Authority for Increased Public Safety

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

ORDINANCES

Introduction

2018-34 An Ordinance Amending and Supplementing Chapter XXVIII "Health Regulations by Adding Section 28-5 "Intentional Release of Balloons" of the "Code of the City of Asbury Park, New Jersey."

Public hearing is scheduled for September 26, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-35 An Ordinance Amending and Supplementing Section 26-4 “Retirement Benefits” of Chapter XXVI, “Personnel Policies,” of the “Code of the City of Asbury Park, New Jersey.”

Public hearing is scheduled for September 26, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-36 An Ordinance Amending and Supplementing Chapter III, Entitled “Police Regulations,” of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” in Order to Establish a New Section Thereof to be Known as Section 3-10, Entitled “Begging And Panhandling.”

Public hearing is scheduled for September 26, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-37 An Ordinance Amending Section 3-35, Entitled “Sleeping In Public Places,” of Chapter III, “Police Regulations,” of the “Revised General Ordinances of the City Of Asbury Park, New Jersey”

RESULT:	TABLED [UNANIMOUS]
	Next: 9/12/2018 7:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-38 Ordinance of the City of Asbury Park Amending and Supplementing Chapter VII of the Code of the City of Asbury Park Regarding Traffic and Parking Regulations

Public hearing is scheduled for September 26, 2018.

Minutes Acceptance: Minutes of Aug 22, 2018 7:00 PM (Minutes)

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-39 An Ordinance Amending and Supplementing Various Articles and Sections of Code of The City of Asbury Park

Public hearing is scheduled for September 26, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-40 An Ordinance Amending the Property Maintenance Code of the City of Asbury Park

Public hearing is scheduled for September 26, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park

RESULT:	TABLED [UNANIMOUS]
	Next: 9/12/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-30 Amending and Supplementing Subsection 30-61.9, Entitled "Permitted Exceptions," of Section 30-61, "Signs," of Article V, "Development Standards, of Chapter XXX, "Land Development Regulations," of The "Code of The City of Asbury Park, New Jersey."

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to open the ordinance to the public.

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to close the ordinance to the public.

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

2018-31 Approving and Adopting an Amendment To The Main Street Redevelopment Plan
Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to open the ordinance to the public.

The following members of the public spoke: Rita Marano.

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to close the ordinance to the public.

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

2018-32 A Capital Ordinance Appropriating the Sum of \$157,400 for Acquisition of Various Items for the City of Asbury Park Including Equipment for the Fire Department, Information Technology Department, Public Works Department and Police Department.

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to open the ordinance to the public.

The following members of the public spoke: Rita Marano.

Motion made by Deputy Mayor Quinn and seconded by Council Member Chapman to close the ordinance to the public.

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

2018-33 An Ordinance Establishing a Restricted Parking Space for use by Handicapped Persons at Property Located at 1509 Third Avenue, in the City of Asbury Park, and Amending and Supplementing Section 7-36, Entitled, "Handicapped Parking," of Chapter VII, "Traffic," of the "Revised General Ordinances of the City of Asbury Park, New Jersey."

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to open the ordinance to the public.

No one from the public spoke.

Motion made by Council Member Kendle and seconded by Deputy Mayor Quinn to close the ordinance to the public.

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

ADJOURNMENT

The meeting was adjourned at 7:40 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

Minutes Acceptance: Minutes of Aug 22, 2018 7:00 PM (Minutes)



RESOLUTION NO. 2018-317

**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 September 12, 2018 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Zombie Walk
2. Octoberfest
3. Asbury Angels
4. Toast Pancake Run
5. NJ Girls State Wrestling Championship
6. 7th annual walkathon
7. Greek Orthodox Holy Cross Celebration
8. Hackensack Meridian Health Physicians Gala
9. Ollendorf/Pollon Wedding

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. 2018-317 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE

CITY CLERK



RESOLUTION NO. 2018-318

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

RESOLUTION TO REFUND OVERPAID TAXES 3705-10.13 1706 PARK AVE, UNIT 4B

WHEREAS, CoreLogic has made an erroneous property tax payment in the amount of \$17,400.76 on a parcel whose bill was \$3,128.35, creating an overpayment in the amount of \$14,272.41; and

WHEREAS, the Tax Collector has requested to refund taxes on Block 3705 Lot 10.13 Qual. C0402 in the amount of \$14,272.41 for the fourth quarter of 2018 that was paid by CoreLogic who has provided documented proof of payment directed overpayment to be refunded to CoreLogic/ Refunds Dept.; and

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

- 1) The Mayor and City Council do hereby authorize the Tax Collector for the City of Asbury Park to refund overpayment of taxes in the amount of \$14,272.41 for the fourth quarter of 2018 that was paid by CoreLogic.
- 2) A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of City of Asbury Park.

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. 2018-318 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-319

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

RESOLUTION TO CREDIT SEWER ACCOUNT 1305-8 1302 SUMMERFIELD AVENUE

WHEREAS: The Tax Collector was notified by Mr. Jeffrey Hunt, owner of the property located at 1302 Summerfield Avenue, Block 1305 Lot 8 that a discrepancy exists between the billing from New Jersey American Water Company and the City of Asbury Park for water and sewer consumption, account# 10389250-0; and

WHEREAS, it was made certain that New Jersey American Water Company re-billed for 142,000 gallons due to a leak, that occurred outside of the home, which the City of Asbury Park uploaded and billed for 285,000 gallons for January 2018 at a rate of \$1,182.75; and

WHEREAS, it has been determined by the City of Asbury Park Tax & Sewer Department that the reading zero (0) should be used for billing due to the aforementioned facts; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to credit the sewer account # 10389250-0 for the 2018 3rd quarter sewer billing in the amount of \$1,182.75 (The rate of \$4.15 per 1,000 gallons and demand charges in the amount of \$80.00) and adjust said account to reflect the new amount of \$80.00 to reflect zero usage.

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. 2018-319 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-320

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

**RESOLUTION AUTHORIZING OPENING AND ADJUSTING INTEREST OF TAX
SALE CERTIFICATE ERRONEOUSLY PARTIALLY REDEEMED 1001-4 FKA 93-7
TSC#A8-00267**

WHEREAS, according to Propel Financial 1, LLC, the assigned lienholder of Certificate of Sale #A8-00267, there was a subsequent payment on 10/15/14 in the amount of \$15,226.73 that was not added to their lien; and

WHEREAS, Certificate of Sale #A8-00267 was issued to Plymouth Tax Services LLC for delinquent sewer charges on Block 1001 Lot 4 (Formerly known as 93-7) commonly known as 121 Ridge Avenue at a Tax Sale held on December 19, 2008 and then assigned to Propel Financial 1, LLC on 5/16/14 (recorded at Monmouth County on 6/3/14, book OR-9067 page 6109); and

WHEREAS, by the way of evidence, Propel Financial 1, LLC redeemed TSC# 11-00280 on same parcel on 10/15/14 in the amount of \$15,226.73; and

WHEREAS, said aforementioned amount was not added to TSC# A8-00267 as a subsequent payment; and

WHEREAS, on 1/12/16, TSC# A8-00267 was partially redeemed in error without said subsequent; and

WHEREAS, the Tax Collector requests permission to reopen and accept final payment for Certificate of Sale #A8-00267 for the total amount of \$18,629.90, which includes \$15,226.73 principal and \$3,403.17 unpaid interest for the time period of 10/15/14 - 1/12/16; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Asbury Park; hereby authorized the Tax Collector to reopen and accept final payment for Certificate of Sale #A8-00267 for the total amount of \$18,629.90, which includes \$15,226.73 principal and \$3,403.17 unpaid interest for the time period of 10/15/14 - 1/12/16.

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. 2018-320 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-321

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

RESOLUTION ACCEPTING RECEIPT OF SECURE THE SHORE GRANT

WHEREAS, the City of Asbury Park applied for a Secure the Shore Grant to improve public safety via implementing physical barriers, and

WHEREAS, the City has been notified of a grant award of \$175,000.00 to conduct physical barrier improvements to various City infrastructure and said notification is attached; and

WHEREAS, the City Manager or their designee is hereby authorized to sign any and all paperwork associated with the grant; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, Monmouth County, State of New Jersey that the City shall accept a grant from the New Jersey Office of Homeland Security in the amount of \$175,000.00 to install physical barriers to improve public safety.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Manager or their designee is hereby authorized to sign any and all paperwork with this grant.

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

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. 2018-321 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



PHILIP D. MURPHY
GOVERNOR

SHEILA Y. OLIVER
LT. GOVERNOR

State of New Jersey
Office of Homeland Security and Preparedness
PO Box 091
TRENTON, NJ 08625-0091

JARED M. MAPLES
DIRECTOR

August 28, 2018

The Honorable John Moor, Mayor
Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

RE: FFY16 Urban Areas Security Initiative (UASI-State Share)
(CFDA #97.067, Award #EMW-2016-SS-00052-S01)
(DUNS #049873235, EIN #21600035)

Dear Mayor Moor:

The New Jersey Office of Homeland Security and Preparedness (OHSP) is pleased to advise you that the City of Asbury Park is awarded \$175,000.00 from the FFY16 UASI-State Share Grant Program. The main purpose of this funding is for the single purpose of protecting people at public places from a vehicle attack (intentional or accidental), which is outlined in the attached approved Project Proposal.

<u>Project Name</u>	<u>Amount</u>
1. Secure the Shore – Physical Barrier	\$ <u>175,000.00</u>
TOTAL	\$ 175,000.00

These funds will be available to your agency for allowable program expenditures upon the completion of the requirements listed below:

- 1.) Return of a signed FFY16 Grant Agreement and required attachments (A through E) by September 21, 2018, to Kathleen Wynn, Grants Management Bureau, OHSP, at the above address.
- 2.) The awarding of these funds is conditioned upon your agency's full participation with the OHSP Grant Tracking System (GTS). Your grant coordinator will be contacted by our grant liaison once the system is ready to accept entries for your approved projects.

Attachment: Secure the Shore FFY16 UASI-State Share Grant Program (2018-321 : Receipt of Secure the Shore Grant)

The Honorable John Moor, Mayor

Page 2

August 28, 2018

Once these requirements are satisfied, spending authority will be granted and a fully executed Grant Agreement will be returned for your records. Failure to complete these requirements within the prescribed time frames may cause this award to be rescinded and any expenditure will be ineligible for reimbursement.

The attached Grant Agreement sets forth the certifications, terms, conditions and assurances required of your agency before OHSP will authorize the agency to make program expenditures. Please review the Grant Agreement carefully. It is important that the Grant Agreement and required federal certifications are signed and returned to OHSP by September 21, 2018. It is extremely important to implement the activities in the approved Project Proposal in a timely manner to avoid reprogramming of any awarded funds.

The FFY16 UASI grant program has a thirty-six (36) month period of performance (September 1, 2016 to August 31, 2019). As referenced within the Grant Agreement, please note that 100% of these funds shall be legally/contractually obligated by **February 1, 2019**. Final reimbursement packages are to be completed and forwarded to OHSP by **July 31, 2019**. Reimbursement request packages are to be submitted to OHSP on a quarterly basis, reference Section IX, A in the attached Grant Agreement.

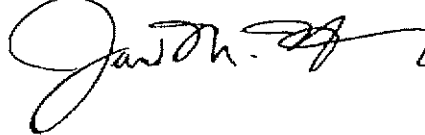
OHSP recognizes there may be extraordinary circumstances that necessitate an extension on a case-by-case basis. FEMA has informed us, however, that they will only approve extensions based upon compelling legal, policy or operation challenges. Therefore, it is critical to observe the above provided performance dates.

During the period of performance for this grant, any intended programmatic changes must be submitted to OHSP using the Project Proposal. Once the revised Project Proposal has been reviewed and approved, spending authority for the documented changes will be granted.

The Honorable John Moor, Mayor
 Page 3
 August 28, 2018

If you have any questions regarding this agreement, please contact Lisa Conte, UASI Grant Coordinator, at 609 584-5091. Thank you for your support as we continue working collectively to ensure the safety of our citizens.

Very truly yours,



Jared M. Maples, Director
 NJ Office of Homeland Security and Preparedness

JM/DM:kw

Enclosures

cc: Randall Richardson, Director of Administration/Chief Fiscal Officer, OHSP
 Laura Thibodeau, Acting Financial Bureau Chief, OHSP
 Daniel Morocco, Grants Management Bureau Chief, OHSP
 Gary Furman, Grants Management Bureau Deputy Chief, OHSP
 Lisa Conte, UASI Grant Coordinator, OHSP
 Paul Kwiecinski, Operations Bureau, OHSP
 Neil Casertano, Operations Bureau, OHSP
 Joseph Conrey, Preparedness Bureau, OHSP
 Patrick Owens, Preparedness Bureau, OHSP
 David Kelso, Asbury Park City Chief of Police
 Sgt. Edward D. Colleton, NJSP
 Guy McCormick, Monmouth County Critical Infrastructure Coordinator



RESOLUTION NO. 2018-322

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

RESOLUTION OF RECEIPT OF A MONMOUTH COUNTY GRANT FROM THE DIVISION ON AGING, DISABILITIES AND VETERANS SERVICES

WHEREAS, the City of Asbury Park applied for a grant to Monmouth County for provision of senior services, and

WHEREAS, the City has been notified of a grant award of \$31,320.00 to provide senior services and said notification is attached; and

WHEREAS, the City Manager or their designee is hereby authorized to sign any and all paperwork associated with the grant; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, Monmouth County, State of New Jersey that the City shall accept a grant from Monmouth County in the amount of \$31,320.00 for providing senior services.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Manager or their designee is hereby authorized to sign any and all paperwork with this grant.

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

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. 2018-322 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-323

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

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2018 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - URBAN AREAS SECURITY INITIATIVE GRANT

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2018 in the sum of \$175,000.00. Which is now available from State of NJ Office of Homeland Security and Preparedness.

BE IT FURTHER RESOLVED, that a like sum of \$175,000.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

State of NJ Office of Homeland Security and Preparedness

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

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

NO. 2018-323 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-324

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

A RESOLUTION OF THE CITY OF ASBURY PARK RELEASING THE PERFORMANCE BOND FOR BLOCK 167, LOT 1.02 - 1003 BOND STREET AND ACCEPTING MAINTENANCE GUARANTEE

WHEREAS, InSite Engineering, LLC, who serve as engineers to the Planning Board, has inspected 1003 Bond Street (Block 167, Lot 1.02); and

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

WHEREAS, it is the recommendation of InSite Engineering, LLC that the City of Asbury Park release the Performance Guarantee in the amount of \$32,812.80 upon a posting of the two (2) year Maintenance Guarantee in the amount of \$4,101.60, provided that the release of the Performance Bond is contingent upon the payment of all outstanding escrow invoices.

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

NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park that the performance guarantee in the amount of \$32,812.80 be released for the improvements described above and accept a two (2) year maintenance guarantee of \$4,101.60 as well.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-324 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-325

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$1,814,302.07

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

CURRENT VOUCHERS	\$ 693,978.51
NJ STATE HEALTH BENEFITS	503,702.56
SCHOOL TAX	<u>616,621.00</u>
 TOTAL VOUCHERS	 \$ <u>1,814,302.07</u>

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. 2018-325 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK

September 6, 2018
02:00 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page NO: 1

3.H.1.a

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: N Aprv: N Rcvd: Y
Range: 7-First to 8-Last Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/18 Include Non-Budgeted: Y
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

7-01-20-100-000-201	ADMINISTRATION General Plant					
MADASB	MADISON ASBURY DRY	17-01264	Technical Staffing-Easter	750.00	0.00	
MADASB	MADISON ASBURY DRY	17-01266	Utilities/Services for Easter	350.00	0.00	
TMASSO	T & M ASSOCIATES	17-01768	Resolution 2017-91 LSRP Serv.	375.00	0.00	B
				1,475.00		
	Extd Total: ADMINISTRATION			1,475.00		
	Department Total: ADMINISTRATION			1,475.00		
	CAFR Total:			1,475.00		

Department: FIRE DEPARTMENT
Extd: FIRE DEPARTMENT

7-01-25-265-000-201	FIRE DEPT. General Plant					
MONARCH	MONARCH ELECTRIC COMPANY	17-01134	Blanket PO not to exceed	59.44	0.00	B
7-01-25-265-000-202	FIRE DEPT. Office Supplies					
HERBUSSY	HERITAGE BUSINESS SYSTEMS, INC	18-02873	Inv 397207 Final bill copier	86.56	0.00	
	Extd Total: FIRE DEPARTMENT			146.00		
	Department Total: FIRE DEPARTMENT			146.00		
	CAFR Total:			146.00		
	Fund Total: CURRENT			1,621.00		

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					
TMASSO	T & M ASSOCIATES	17-04005	LAF333596	426.54	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			426.54		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			426.54		
	CAFR Total:			426.54		
	Fund Total: BEACH			426.54		
	Year Total:			2,047.54		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

8-01-20-100-000-201	ADMINISTRATION General Plant					
MADASBU	MADISON ASBURY CONVENTION HALL	18-00805	rental fee for Easter Pageant	1,100.00	0.00	

Attachment: Bill List 9-12-18 (2018-325 : Payment of Bills)

September 6, 2018
02:00 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.H.1.a
Page No. 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-20-100-000-201	ADMINISTRATION	General Plant	Continued			
STAPLE	STAPLES ADVANTAGE	18-00959	office furniture -Clayton	433.98	0.00	
MICHAS	MICHELLE CASISA	18-02078	petting zoo for back to school	775.00	0.00	
GEECHA	GEESE CHASERS, LLC	18-02448	JULY 30 TO SEPTEMBER 30, 2018	1,245.00	0.00	B
ADPIMP	ADPRO IMPRINTS, INC.	18-02643	Shirts-Mayor	60.20	0.00	
MACPRIN	MACLEARIE PRINTING, LLC	18-02695	map for City Manager	130.00	0.00	
VERIZON	VERIZON WIRELESS	18-02763	#485430396-00001 6/26-7/25/18	306.53	0.00	
ALPPRE	ALPHABETS PRESCHOOL CENTER INC	18-02783	facepainter for back to school	200.00	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-02804	services 7-5-2018-8-1-2018	59.70	0.00	
TREREV	TREASURER STATE OF NEW JERSEY	18-02827	DEP Springwood Ave. Turf Club	890.00	0.00	
ATLLC	AT&T MOBILITY LLC	18-02870	ACCT #287284936037 7/12-8/11	12.25	0.00	
ATLLC	AT&T MOBILITY LLC	18-02872	ACCT #287284651437 7/12 - 8/11	47.46	0.00	
UNIPAR	UNITED PARCEL SERVICE, INC.	18-02926	INV #0000210F98358 DELIVERY	7.40	0.00	
				5,267.52		
8-01-20-100-000-202	ADMINISTRATION	Office Supplies				
STAPLE	STAPLES ADVANTAGE	18-00178	office supplies	97.94	0.00	
STAPLE	STAPLES ADVANTAGE	18-01479	desk and office supplies	474.06	0.00	
				572.00		
8-01-20-100-000-205	ADMINISTRATION	Displacements				
OCEINN	OCEANIC INN	18-02543	Relocataion fees	300.00	0.00	
8-01-20-100-000-209	ADMINISTRATION	Fees				
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02552	CONTRACT #88929 4/1-6/30/18	843.03	0.00	
8-01-20-100-000-217	ADMINISTRATION	Ads&Promotion				
ASBPAK	ASBURY PARK PRESS	18-02888	Order #3116139	71.30	0.00	
			Extd Total: ADMINISTRATION	7,053.85		
			Department Total: ADMINISTRATION	7,053.85		
			Department: HUMAN RESOURCES			
			Extd: HUMAN RESOURCES			
8-01-20-105-000-299	HUMAN RESOURCES	Misc.				
LAWOFFS	LAW OFFICE OF STEVEN S.	18-02642	Services for July 2018	6,000.00	0.00	
			Extd Total: HUMAN RESOURCES	6,000.00		
			Department Total: HUMAN RESOURCES	6,000.00		
			Department: MUNICIPAL CLERK			
			Extd: MUNICIPAL CLERK			
8-01-20-120-000-201	MUNICIPAL CLERK	General Plant				
SHIINT	SHI INTERNATIONAL CORP	18-02522	MICROSOFT WIRELESS DESKTOP	84.39	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-02712	QUOTE #15776785 VARIOUS DEPT	298.66	0.00	
				383.05		
			Extd Total: MUNICIPAL CLERK	383.05		
			Department Total: MUNICIPAL CLERK	383.05		

Attachment: Bill List 9-12-18 (2018-325 : Payment of Bills)

September 6, 2018
02:00 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page No: 3

3.H.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Department: FINANCIAL ADMINISTRATION
Extd: FINANCIAL ADMINISTRATION

8-01-20-130-000-201	FINANCE General Plant					
MARBUS	MARLIN BUSINESS BANK	18-02143	CONTRACT #401-1474010-002	339.50	0.00	B
SHIINT	SHI INTERNATIONAL CORP	18-02522	MICROSOFT WIRELESS DESKTOP	84.39	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02552	CONTRACT #88929 4/1-6/30/18	221.96	0.00	
WATSPR	WATCHUNG SPRING WATER CO., INC.	18-02675	ACCOUNT #014764 JULY 2018	97.60	0.00	
FPMAIL	Francotyp Postalia Inc.	18-02732	RI103742363 MAIL MACHINE	225.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-02764	#18196;PMT. 17 OF 60	389.62	0.00	
				<u>1,358.07</u>		

8-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	18-02762	ITEM # WBM2003 30% RECYCLED	579.90	0.00	

8-01-20-130-000-238	FINANCE Conventions					
GFOA	G.F.O.A. OF NJ	18-02760	FALL CONFERENCE -TRACY LIZARDI	350.00	0.00	

Extd Total: FINANCIAL ADMINISTRATION 2,287.97
Department Total: FINANCIAL ADMINISTRATION 2,287.97

Department: COMPUTERIZED DATA PROCESSING
Extd: COMPUTERIZED DATA PROCESSING

8-01-20-140-000-218	COMPUTERIZED DATA PROC. Contract Service					
SHIINT	SHI INTERNATIONAL CORP	18-02394	Q#15627657	103.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-02712	QUOTE #15776785 VARIOUS DEPT	91.44	0.00	
				<u>194.44</u>		

Extd Total: COMPUTERIZED DATA PROCESSING 194.44
Department Total: COMPUTERIZED DATA PROCESSING 194.44

Department: TAX REVENUE ADMINISTRATION
Extd: TAX REVENUE ADMINISTRATION

8-01-20-145-000-202	TAX REV ADMIN Office Supplies					
JERMAIL	JERSEY MAIL SYSTEMS, LLC	18-02806	10/1/18-9/30/19 Maint. Renewal	1,268.00	0.00	
WBMASON	W.B.MASON CO., INC.	18-02809	Office Supplies 8.20.18	116.32	0.00	
				<u>1,384.32</u>		

8-01-20-145-000-209	TAX REV ADMIN Fees					
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02552	CONTRACT #88929 4/1-6/30/18	97.53	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-02764	#18196;PMT. 17 OF 60	236.52	0.00	
				<u>334.05</u>		

8-01-20-145-000-222	TAX REV ADMIN Training					
TAXCOT	TAX COLL.& TREAS.ASSN.OF NJ	18-02887	WITTES FOUNDATION SEMINAR- TAX	45.00	0.00	

Extd Total: TAX REVENUE ADMINISTRATION 1,763.37
Department Total: TAX REVENUE ADMINISTRATION 1,763.37

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Department: TAX ASSESSOR
Extd: TAX ASSESSOR

8-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU	HARRY HAUSHALTER	18-02710	Haushalter June 2018	2,736.00	0.00	
BRBVAL	BRB VALUATION & CONSULTING SVC	18-02738	BRB Valuation	16,875.00	0.00	
				<u>19,611.00</u>		
	Extd Total: TAX ASSESSOR			19,611.00		
	Department Total: TAX ASSESSOR			19,611.00		

Department: DIRECTOR OF COMMUNICATIONS
Extd: DIRECTOR OF COMMUNICATIONS

8-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
STAPLE	STAPLES ADVANTAGE	18-02616	Laminator & Supplies	125.20	0.00	
VERIZON	VERIZON WIRELESS	18-02763	#485430396-00001 6/26-7/25/18	33.86	0.00	
VERZON	VERIZON BUSINESS	18-02814	ACCT #354-477-004-0001-56	266.64	0.00	
WBMASON	W.B.MASON CO., INC.	18-02818	Sign Frames	93.79	0.00	
				<u>519.49</u>		
	Extd Total: DIRECTOR OF COMMUNICATIONS			519.49		
	Department Total: DIRECTOR OF COMMUNICATIONS			519.49		

Department: LEGAL SERVICES
Extd: LEGAL SERVICES

8-01-20-155-000-209	LEGAL SERVICES Fees					
MCMSO	MCMANIMON, SCOTLAND & BAUMANN, LLC	18-02674	SERVICES RENDERED THRU JUN-30	3,814.85	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	18-02720	Invoice 424780 Redevelopment	35.00	0.00	
ANSZAR	ANSELL, GRIMM & AARON, P.C.	18-02803	Services for July 2018	7,738.88	0.00	
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	2,309.02	0.00	
				<u>13,897.75</u>		
	Extd Total: LEGAL SERVICES			13,897.75		
	Department Total: LEGAL SERVICES			13,897.75		

Department: ENGINEERING SERVICES
Extd: ENGINEERING SERVICES

8-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	18-02954	LAF350608 General Eng. Svcs	2,711.92	0.00	
	Extd Total: ENGINEERING SERVICES			2,711.92		
	Department Total: ENGINEERING SERVICES			2,711.92		
	CAFR Total:			54,422.84		

Department: Planning Department
Extd: Planning Department

8-01-21-179-000-201	Planning Dept. General Plant					
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02552	CONTRACT #88929 4/1-6/30/18	613.85	0.00	
HOUAUT	HOUSING AUTHORITY OF THE CITY	18-02672	Housing Authority overpayment	2,375.00	0.00	

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8-01-21-179-000-201	Planning Dept. General Plant		Continued			
VERIZON	VERIZON WIRELESS	18-02763	#485430396-00001 6/26-7/25/18	25.78	0.00	
				3,014.63		
	Extd Total: Planning Department			3,014.63		
	Department Total: Planning Department			3,014.63		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
8-01-21-185-000-209	ZONING BOARD Fees					
JACSER	JACK A. SERPICO	18-02652	SERPICO ZB Invoices	650.00	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			650.00		
	Department Total: ZONING BOARD OF ADJUSTMENT			650.00		
	CAFR Total:			3,664.63		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
8-01-22-195-000-299	CODE ENFORCE Misc.					
JUNLAS	JUNGLE LASERS, LLC	18-02706	CE application 7/1/18-7/31/18	475.00	0.00	
WBMASON	W.B.MASON CO., INC.	18-02708	Office Supplies	288.81	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-02712	QUOTE #15776785 VARIOUS DEPT	148.54	0.00	
VERIZON	VERIZON WIRELESS	18-02763	#485430396-00001 6/26-7/25/18	391.75	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-02764	#18196:PMT. 17 OF 60	582.97	0.00	
				1,887.07		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			1,887.07		
	Department Total: CODE ENFORCEMENT AND ADMIN.			1,887.07		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
8-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02552	CONTRACT #88929 4/1-6/30/18	440.18	0.00	
VERIZON	VERIZON WIRELESS	18-02763	#485430396-00001 6/26-7/25/18	333.74	0.00	
				773.92		
	Extd Total: CONSTRUCTION CODE OFFICIAL			773.92		
	Department Total: CONSTRUCTION CODE OFFICIAL			773.92		
	CAFR Total:			2,660.99		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
8-01-25-240-000-201	POLICE General Plant					
MILCOM	MILLENNIUM COMMUNICATIONS	18-02537	MANAGE SERVICE 48 HOURS	8,160.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-02551	QUOTE #15700200 POLICE	443.26	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-02588	QUOTE #15728113 POLICE	52.30	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	18-02765	#8825058 (8) Bottles & Deliver	74.91	0.00	
				8,730.47		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-25-240-000-202	POLICE Office Supplies					
STAPLE	STAPLES ADVANTAGE	18-00603	#043447 USB 3.0 Portable Back	75.97	0.00	
8-01-25-240-000-203	POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO., INC.	18-00198	Blanket Tire Repair	133.02	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02466	Blanket Auto Repairs	866.58	0.00	B
RICAUT	RICH'S AUTO BODY	18-02618	Reimbursement for Car Towed	136.98	0.00	
RICAUT	RICH'S AUTO BODY	18-02622	#10917 Towed 2015 Chrysler 300	20.00	0.00	
RICAUT	RICH'S AUTO BODY	18-02705	# 10925 Towed Car 35 to City	20.00	0.00	
BENAUT	BENNETT'S AUTO RECOVERY	18-02715	#18-0803410 Towed Car 13	24.00	0.00	
SEACHE	SEACOAST CHEVROLET OLDS-	18-02719	#Invoice 437539 Repaired	216.69	0.00	
SIGSEA	SIGNS,SEALED & DELIVERED, INC.	18-02743	Lettering for new cars	1,125.00	0.00	
ASBCIR	ASBURY CIRCLE CAR WASH	18-02749	#879 (39) Full Service wash	224.25	0.00	
				2,766.52		
8-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	18-02747	#2014943 Animal Control Servic	4,830.08	0.00	
8-01-25-240-000-216	POLICE Supplies-Compu.					
STAPLE	STAPLES ADVANTAGE	18-02403	(20) Toner Cartridge	3,628.94	0.00	
8-01-25-240-000-218	POLICE Contract.Serv.					
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02564	#CNIN782774 Contract 93494	185.16	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02581	#CNIN782770, Quarterly Contrac	420.73	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	18-02704	#M58246 Mobile Data Service	1,220.00	0.00	
OPTIMUM	OPTIMUM	18-02742	#07866-182313 Current Charges	171.38	0.00	
VERIZON	VERIZON WIRELESS	18-02763	#485430396-00001 6/26-7/25/18	971.74	0.00	
VERZON	VERIZON BUSINESS	18-02823	#201z02871812131Y current	1,407.61	0.00	
ATTLCC	AT&T MOBILITY LLC	18-02872	ACCT #287284651437 7/12 - 8/11	144.61	0.00	
VERIZON	VERIZON WIRELESS	18-02886	#9813054571 Acc# 2826511332	874.52	0.00	
				5,395.75		
8-01-25-240-000-222	POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY	18-00433	Domestic Violence Update	25.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	18-00536	Domestic Violence 8/10/18	25.00	0.00	
GLOPRO	GLOCK PROFESSIONAL, INC.	18-02621	#105864 Armorer's Course 8/14	1,000.00	0.00	
				1,050.00		
8-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	18-02702	Prisoner Meals July 2018	86.87	0.00	
8-01-25-240-000-275	POLICE Traffic Maintenance					
DRASAF	DRAEGER SAFETY DIAGNOSTIC,INC	18-02623	#5950366015 Box/Packing for	62.50	0.00	
	Extd Total: POLICE DEPARTMENT			26,627.10		
	Department Total: POLICE DEPARTMENT			26,627.10		
Department: FIRE DEPARTMENT						
Extd:	FIRE DEPARTMENT					
8-01-25-265-000-201	FIRE DEPT. General Plant					
COUCLE	COUNTRY CLEAN	18-00745	Blanket PO not to exceed	367.64	0.00	B
THEHAR	THE HARDWARE STORE	18-00746	Blanket PO not to exceed	6.64	0.00	B

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8-01-25-265-000-201	FIRE DEPT. General Plant		Continued			
TAYFEN	TAYLOR FENCE COMPANY, INC	18-01386	Quote #18-002574	242.50	0.00	
WMRHOG	WM. R. HOGG CO. INC.	18-01755	Inv 239238 Emer Svc Call	96.00	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-02550	QUOTE #15698989 FIRE	450.96	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-02712	QUOTE #15776785 VARIOUS DEPT	70.86	0.00	
VERIZON	VERIZON WIRELESS	18-02763	#485430396-00001 6/26-7/25/18	245.94-	0.00	
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC	18-02776	Inv 15244495 Drum Mount	210.54	0.00	
WESPES	WESTERN PEST SERVICES	18-02777	Inv 48041878 monthly pest svc	94.50	0.00	
INSPSY	INSTITUTE FOR FORENSIC	18-02831	Fitness for duty exam JH	1,750.00	0.00	
TEALIF	TEAM LIFE, INC.	18-02835	AED Electrodes	472.00	0.00	
ATLLC	AT&T MOBILITY LLC	18-02870	ACCT #287284936037 7/12-8/11	12.24	0.00	
ATLLC	AT&T MOBILITY LLC	18-02872	ACCT #287284651437 7/12 - 8/11	616.45	0.00	
RETMA5	RETRIEVAL-MASTERS CREDITORS,	18-02923	Easy Pass Violation	103.00	0.00	
				4,247.39		
8-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FIRPRI	FIRST PRIORITY EMERGENCY	18-01815	BLANKET PO EMER REPR TO 8376	1,472.75	0.00	
FISONS	FIS on Site Service LLC	18-02304	Emer Seagrave Repair	765.80	0.00	
ALLDIE	ALLIED DIESEL SERVICE, INC.	18-02700	PART #LKT-3631 PEDAL ASSY	69.98	0.00	
				2,308.53		
8-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	18-01846	Blanket PO for SCBA repairs	84.45	0.00	B
8-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02552	CONTRACT #88929 4/1-6/30/18	40.27	0.00	
8-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	18-02733	Quote 76531,76532,76533	1,947.00	0.00	
8-01-25-265-000-253	FIRE DEPT. Unif.FireSafety					
TRESTN	TREASURER, ST. OF NEW JERSEY.	18-02748	Fire Offical renew GG #104816	91.00	0.00	
	Extd Total: FIRE DEPARTMENT			8,718.64		
	Department Total: FIRE DEPARTMENT			8,718.64		
Department: MUNICIPAL PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
8-01-25-275-000-202	PROSECUTOR Fees					
GRAMAR	Grace Marmero Monmouth LLP	18-02817	LEGAL SERVICES RENDERED	390.00	0.00	
JAMBUT	JAMES BUTLER	18-02869	AUGUST 2018 FEES	5,200.00	0.00	
				5,590.00		
	Extd Total: MUNICIPAL PROSECUTOR			5,590.00		
	Department Total: MUNICIPAL PROSECUTOR			5,590.00		
	CAFR Total:			40,935.74		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
8-01-26-290-000-201	STREETS & ROAD General Plant					
THEHAR	THE HARDWARE STORE	18-00139	Various Tools, Material, etc	387.19	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-26-290-000-201	STREETS & ROAD	General Plant	Continued			
UPTFAS	UP-TITE FASTNERS INC.	18-00288	Various Supplies, Parts, etc	58.00	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	18-00290	Various Material, Parts, etc	75.92	0.00	B
SHEWIL	SHERWIN WILLIAMS	18-00473	Various Supplies, Tools, etc	373.86	0.00	B
JOHGUI	JOHN GUIRE CO.	18-00787	Various Supplies, Tools, etc	42.99	0.00	B
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	18-01319	Q# 201716 Front Wheels #400438	180.12	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	18-01782	Hot Mixed Asphalt, etc	145.76	0.00	B
GLESUP	GLENCO SUPPLY INC.	18-02460	Quote: Custom Language Signage	168.00	0.00	
JOHGUI	JOHN GUIRE CO.	18-02471	Quote for Chainsaw Blades	102.36	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02552	CONTRACT #88929 4/1-6/30/18	375.28	0.00	
APPBRO	APPLIANCE BROKERS OF ASBURY	18-02726	Frigidaire Refrigerator, White	449.00	0.00	
JOHGUI	JOHN GUIRE CO.	18-02775	Quote for Redmax .095 Line	251.96	0.00	
				<u>2,610.44</u>		
8-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
HERCRY	HERITAGE-CRYSTAL CLEAN, LLC	18-00131	Account #87648 Drum Mount Svcs	406.45	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	18-00147	Various Tires, Parts, etc	48.45	0.00	B
ALLDIE	ALLIED DIESEL SERVICE, INC.	18-00148	Various Material, Parts, etc	190.90	0.00	B
CHEVAL	CHEERY VALLEY TRACTOR SALES	18-00149	Service, Material, Tools, etc	539.67	0.00	B
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	18-00152	Various Material, Parts, etc	2.79	0.00	B
SEAFOR	SEA BREEZE FORD INC.	18-01139	Various Services, Tools, etc	324.85	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	18-01205	Services, Material, Tools, etc	1,014.25	0.00	B
JOHGUI	JOHN GUIRE CO.	18-01317	Various Supplies, Tools, etc	76.96	0.00	B
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-01341	Material, Parts, Tools, etc	506.65	0.00	B
SEAWEL	SEABOARD WELDING SUPPLY, INC.	18-01656	Various Supplies & Service	23.44	0.00	B
THEHOS	THE HOSE SHOP, INC.	18-02278	Various Supplies, Tools, etc	45.54	0.00	B
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	18-02438	Q#214458 Ignition Module, etc	289.83	0.00	
THEBRO	THE BROYHILL MANUFACTURING CO.	18-02506	Q#17914 Key Ignition E02	11.91	0.00	
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	18-02565	Q#216412 Plate Tria Assy, etc	106.96	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	18-02649	Suction Tube Connection, etc	700.98	0.00	
ACEOUT	ACE OUTDOOR POWER EQUIPMENT	18-02650	Q#216805 Bearings, Spacer, etc	81.76	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02796	#14-32161-2 Transmission, etc	3,211.00	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02797	#14-32476-2 Wiper Blades 8/16	89.28	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02798	Automotive Parts, Tools, etc	36.07	0.00	B
				<u>7,707.74</u>		
8-01-26-290-000-210	STREETS & ROAD	Network Fleet				
NETWOR	NETWORKFLEET, INC.	18-02752	#1523839 Monthly Bundled - Aug	2,842.00	0.00	
8-01-26-290-000-211	STREETS & ROAD	Traffic				
CLABLO	CLAYTON BLOCK CO., INC.	18-00223	Concrete, Material, Tools, etc	22.37	0.00	B
UPTFAS	UP-TITE FASTNERS INC.	18-00896	Various Supplies, Parts, etc	19.50	0.00	B
THEHAR	THE HARDWARE STORE	18-01108	Supplies for Parking Utility	76.89	0.00	B
SHEWIL	SHERWIN WILLIAMS	18-02494	Q#4290932 Traffic Paint, etc	299.20	0.00	
BELPAI	BELMAR DISCOUNT PAINT	18-02600	Ultra Spec 500 Eggshell Base 1	203.40	0.00	
				<u>621.36</u>		
8-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
TONWAS	TONKS WASTE OIL SERVICE, LLC	18-02746	#09709 Waste Oil Disposal 8/10	100.00	0.00	
VERIZON	VERIZON WIRELESS	18-02763	#485430396-00001 6/26-7/25/18	493.19	0.00	
				<u>593.19</u>		

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8-01-26-290-000-235	STREETS & ROAD		Shade Tree Commission			
GASFAM	GASKOS FAMILY FARM	18-02210	PLANTS	130.50	0.00	B
	Extd Total:		STREETS & ROADS MAINTENANCE	14,505.23		
	Department Total:		STREETS & ROADS MAINTENANCE	14,505.23		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
8-01-26-305-000-209	SOLID WASTE		Fees			
RUBREC	RUBBERCYCLE LLC	18-00133	Disposal of Tires, Delivered	64.00	0.00	B
DELDEM	DELISA DEMOLITION, INC.	18-02504	Construction Debris/Bulk	5,032.77	0.00	B
DELDEM	DELISA DEMOLITION, INC.	18-02657	#141037 Tipping Fees 7/16-31	38,337.33	0.00	
MICBEN	MICKEY BENOIT	18-02683	Brush, Delivered	2,085.00	0.00	
TRECTY	TREASURER CTY OF MONMOUTH	18-02736	#46750 Reclamation Center	5,469.19	0.00	
				50,988.29		
8-01-26-305-000-218	SOLID WASTE		Contract.Serv.			
DELDEM	DELISA DEMOLITION, INC.	18-02785	#141406 Tipping Fees 8/01-15	34,973.59	0.00	
DELDEM	DELISA DEMOLITION, INC.	18-02843	#142493 Monthly Service	36,333.33	0.00	
				71,306.92		
	Extd Total:		SOLID WASTE COLLECTION	122,295.21		
	Department Total:		SOLID WASTE COLLECTION	122,295.21		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
8-01-26-310-000-201	BUILDING & GND		General Plant			
STASUP	STANDARD SUPPLY CO. INC.	18-00373	Various Supplies, Tools, etc	40.97	0.00	B
SUFFREDI	SUFFOLK REDI-MIX	18-02594	Various Supplies, Tools, etc	967.50	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	18-02771	#S111132141 Box Extender, etc	146.11	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	18-02844	#S111221365 FLU Ballast 8/16	15.06	0.00	
				1,169.64		
8-01-26-310-000-218	BUILDING & GND		Contract.Serv.			
GENINC	GENSERVE, INC.	18-01950	Q# AAAQ31581 Block Heater, etc	380.35	0.00	
	Extd Total:		BUILDINGS & GROUNDS	1,549.99		
	Department Total:		BUILDINGS & GROUNDS	1,549.99		
	CAFR Total:			138,350.43		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
8-01-27-345-000-201	SOCIAL SERVICES		General Plant			
NJTRNST	NJ TRANSIT CORP.%FINANCE DEPT.	18-02740	BUS FARE	150.00	0.00	
VERIZON	VERIZON WIRELESS	18-02763	#485430396-00001 6/26-7/25/18	109.68	0.00	
				259.68		
8-01-27-345-000-202	SOCIAL SERVICES		Office Supplies			
WBMASON	W.B.MASON CO., INC.	18-02779	Db1 Pocket Binder Dividers 5pk	5.56	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
8-01-27-345-000-202	SOCIAL SERVICES Office Supplies	Continued				
WBMASON W.B.MASON CO., INC.	18-02821 970series Ink for HP Printer			177.88	0.00	
				183.44		
8-01-27-345-000-216	SOCIAL SERVICES Supplies & Computers					
WBMASON W.B.MASON CO., INC.	18-02821 970series Ink for HP Printer			177.00	0.00	
	Extd Total: SOCIAL SERVICES:			620.12		
	Department Total: SOCIAL SERVICES:			620.12		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
8-01-27-350-000-201	SENIOR CENTER General Plant					
VERIZON VERIZON WIRELESS	18-02763 #485430396-00001 6/26-7/25/18			83.92	0.00	
ATLFIR ATLANTIC SECURITY & FIRE, INC.	18-02774 AtlSec&Fire Qtr 9/1-11/30			98.85	0.00	
OPTIMUM OPTIMUM	18-02824 Optimum #07866-196932-01-7			7.29	0.00	
				190.06		
8-01-27-350-000-299	SENIOR CENTER Misc.					
WBMASON W.B.MASON CO., INC.	18-02737 Office Supplies			70.10	0.00	
	Extd Total: SENIOR CENTER			260.16		
	Department Total: SENIOR CENTER			260.16		
	CAFR Total:			880.28		
Department: RECREATION SERVICES & PROGRAM						
Extd: RECREATION SERVICES & PROGRAM						
8-01-28-370-000-299	RECREATION Misc.					
DAKINC DAKTRONICS, INC.	18-01048 INV # 6783232 repairs to sign			2,850.00	0.00	
THEHAR THE HARDWARE STORE	18-01827 waterpark supplies			458.26	0.00	B
EVEINC EVENTURE, INC	18-01883 summer camp activity			1,296.00	0.00	B
MONPARK MONMOUTH COUNTY PARKS SYSTEM	18-01963 summer camp activities			140.00	0.00	B
MEDTIM MEDIEVAL TIMES U.S.A., INC.	18-02006 summer camp activity			6,884.45	0.00	B
MEDTIM MEDIEVAL TIMES U.S.A., INC.	18-02045 PAL summer camp activity			1,116.45	0.00	B
ALLPUR ALL PURPOSE RENTALS, INC.	18-02561 end of summer camp bbq			2,101.41	0.00	
IPLAY IPLAY AMERICA, LLC	18-02648 PAL SUMMER CAMP ACTIVITY			1,018.73	0.00	B
VERIZON VERIZON WIRELESS	18-02763 #485430396-00001 6/26-7/25/18			38.01	0.00	
ATTLLC AT&T MOBILITY LLC	18-02871 ACCT #287286595693 8/10 - 8/11			7.47	0.00	
				15,910.78		
	Extd Total: RECREATION SERVICES & PROGRAM			15,910.78		
	Department Total: RECREATION SERVICES & PROGRAM			15,910.78		
	CAFR Total:			15,910.78		
Department: LIGHTING						
Extd: LIGHT, HEAT & POWER						
8-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER N.J. AMERICAN WATER CO.	18-02852 1018-210024807240 7/4 - 8/2			5,871.98	0.00	
NJNATU N.J. NATURAL GAS CO.	18-02853 07-3132-1100-1Y 7/16 -8/14			1,019.16	0.00	
JCPL JCPL	18-02882 100 101 775 268 7/26 - 8/24			333.54	0.00	

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8-01-31-435-435-299 JCPL JCPL	LIGHT, HEAT & POWER Misc.	18-02928	Continued #100 015 397 225 7/26 - 8/24	13,446.56 20,671.24	0.00	
	Extd Total: LIGHT, HEAT & POWER			20,671.24		
Extd:	STREET&TRAFFIC LIGHTING					
8-01-31-435-436-299 JCPL JCPL JCPL JCPL JCPL JCPL	STREET&TRAFFIC LIGHTING Misc.	18-02854 18-02882 18-02928	100 011 673 256 7/20 - 8/20/18 100 101 775 268 7/26 - 8/24 #100 015 397 225 7/26 - 8/24	17,523.63 321.87 7,065.15 24,910.65	0.00 0.00 0.00	
	Extd Total: STREET&TRAFFIC LIGHTING			24,910.65		
	Department Total: LIGHTING			45,581.89		
Department:	GASOLINE					
Extd:	GASOLINE					
8-01-31-460-000-299 GRIALLI GRIALLI GRIALLI GRIALLI	GASOLINE Misc. GRIFFITH-ALLIED TRUCKING, LLC GRIFFITH-ALLIED TRUCKING, LLC GRIFFITH-ALLIED TRUCKING, LLC GRIFFITH-ALLIED TRUCKING, LLC	18-01938 18-02658 18-02684 18-02807	Diesel Fuel, Delivered Diesel Fuel, Delivered #1071552 Unleaded Fuel 8/02 #1120960 Unleaded Fuel 8/15	1,618.33 3,206.75 7,712.39 9,317.14 21,854.61	0.00 0.00 0.00 0.00	B B
	Extd Total: GASOLINE			21,854.61		
	Department Total: GASOLINE			21,854.61		
	CAFR Total:			67,436.50		
Department:	MUNICIPAL COURT					
Extd:	MUNICIPAL COURT					
8-01-43-490-000-201 ATLTOM KEPSPR	MUNIC COURT General Plant ATLANTIC TOMORROWS OFFICE GPO KEPWELL SPRING WATER	18-02552 18-02756	CONTRACT #88929 4/1-6/30/18 water cooler rental 7/31/18	55.22 14.00 69.22	0.00 0.00	
8-01-43-490-000-202 MUNREC	MUNIC COURT Office Supplies MUN. RECORD SERVICE INC.	18-02662	court receipts	271.00	0.00	
8-01-43-490-000-245 BEACRA BEACRA BEACRA	MUNIC COURT Interpreter BEATRIZ C. CRANEY BEATRIZ C. CRANEY BEATRIZ C. CRANEY	18-02660 18-02755 18-02833	interpreter 7/26,7/27 interpreter 8/3/18, 8/10/18 interpreter 8/17/18	300.00 240.00 120.00 660.00	0.00 0.00 0.00	
	Extd Total: MUNICIPAL COURT			1,000.22		
	Department Total: MUNICIPAL COURT			1,000.22		
	CAFR Total:			1,000.22		

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CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
8-01-55-001-000-026	Reserve for Fire House Repairs					
TMASSO	T & M ASSOCIATES	18-02955	LAF350596 Rehab of Fire Doors	692.85	0.00	
	Extd Total: TAXES PAYABLE:			692.85		
	Department Total: TAXES PAYABLE:			692.85		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			692.85		
	Fund Total: CURRENT			325,955.26		
Fund:	BEACH					
Department:	BEACH UTILITY O/E: OTHER EXPENSES:					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
8-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
UPTFAS	UP-TITE FASTNERS INC.	18-00339	Various Supplies, Tools, etc	250.00	0.00	B
THEHAR	THE HARDWARE STORE	18-00370	Various Supplies, Tools, etc	356.95	0.00	B
JAELUM	JAEGER LUMBER & SUPPLY CO. INC	18-00376	Various Material, Tools, etc	95.80	0.00	B
SHEWIL	SHERWIN WILLIAMS	18-00876	Paint, Supplies, Tools, etc	694.82	0.00	B
STUMPY	STUMPY'S SALES & SERVICE, INC.	18-01552	Service, Parts, Tools, etc	407.83	0.00	B
MARRES	MARINE RESCUE PRODUCTS, INC.	18-01976	Q#45694A First Aid Kits, etc	1,486.00	0.00	
VERITIV	VERITIV OPERATING COMPANY	18-02420	Various Custodial Supplies	2,981.52	0.00	B
DELDEM	DELISA DEMOLITION, INC.	18-02435	MCRC TRASH - Fisherman's Lot	3,125.07	0.00	B
THEBRO	THE BROYHILL MANUFACTURING CO.	18-02510	Q#17913 Service, 500 Hours	565.46	0.00	
KEMWOO	KEMPTON WOOD PRODUCTS, LLC	18-02566	Quote: 10x12 Utility Shed, etc	2,715.00	0.00	
GLESUP	GLENCO SUPPLY INC.	18-02599	Quote for Beachfront Signage	45.00	0.00	
TRAUNL	TRASHCANS UNLIMITED, LLC	18-02619	Q#4263 Cigarette Ashtray, Wall	746.64	0.00	
HBAR	H. BARBER & SONS, INC.	18-02728	Q# OE12417 Chain per Machine	116.03	0.00	
VERIZON	VERIZON WIRELESS	18-02763	#485430396-00001 6/26-7/25/18	125.88	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	18-02772	#5111132250 Flx Connector, etc	37.00	0.00	
OPTIMUM	OPTIMUM	18-02794	Account No. 07866-197754-01-4	157.40	0.00	
HBAR	H. BARBER & SONS, INC.	18-02802	Q# OE12475 Sprocket & Bushing	113.42	0.00	
BELPLU	BELMAR PLUMBING & HEATING INC	18-02829	Labor, Material and Svc Call	227.10	0.00	
				14,246.92		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			14,246.92		
	Department Total: BEACH UTILITY O/E: OTHER EXPENSES:			14,246.92		
	CAFR Total:			14,246.92		
	Fund Total: BEACH			14,246.92		
Fund:	PARKING UTILITY: BUDGET:					
Department:	PARKING UTILITY O/E: OTHER EXPENSES:					
Extd:	PARKING UTILITY O/E: OTHER EXPENSES:					
8-06-55-502-000-201	PARKING UTILITY O/E: General Plant					
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02591	#CNIN782773 Color Copies	32.87	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02592	#CNIN783008 B&W Copies	188.65	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02593	#CNIN782772 Color Copies	436.00	0.00	
IPSGRO	IPS GROUP, INC.	18-02669	#35325 July 2018 Monthly DMS	6,588.00	0.00	
TRALIN	TRAFFIC LINES, INC.	18-02711	#18441 Striping July 2018	8,917.20	0.00	
NATPAR	NATIONAL PARTS SUPPLY, INC.	18-02718	#14-29923,14-29925, Repairs	10.18	0.00	

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8-06-55-502-000-201	PARKING UTILITY O/E: General Plant		Continued			
IPSGRO	IPS GROUP, INC.	18-02751	#11352 Maintenance Cards	26.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	18-02764	#18196:PMT. 17 OF 60	135.31	0.00	
WATSPR	WATCHUNG SPRING WATER CO.,INC.	18-02819	#113125 Jul 2018 Parking Offic	50.94	0.00	
OPTIMUM	OPTIMUM	18-02820	#07866-196915-01-3 Aug 2018	117.54	0.00	
ATMMOB	AT&T MOBILITY	18-02924	#287260245452 7/20 - 8/19/18	381.74	0.00	
				16,884.43		
	Extd Total: PARKING UTILITY O/E: OTHER EXPENSES:			16,884.43		
	Department Total: PARKING UTILITY O/E: OTHER EXPENSES:			16,884.43		
	CAFR Total:			16,884.43		
	Fund Total: PARKING UTILITY: BUDGET:			16,884.43		
Fund:	SEWER UTILITY: BUDGET:					
Department:	SEWER UTILITY O/E: OTHER EXPENSES:					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
8-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
USABLU	USA BLUEBOOK	18-00162	Various Materials, Tools, etc	679.60	0.00	B
MCMCAR	MCMMASTER-CARR SUPPLY CO.	18-00170	Various Material, Tools, etc	1,181.82	0.00	B
SHOIND	SHORE INDUSTRIAL SUPPLY	18-00172	Various Material, Parts, etc	13.15	0.00	B
STESUP	STEVENSON SUPPLY CO.,INC.	18-00173	Various Supplies, Parts, etc	617.95	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	18-00291	Various Material, Parts, etc	35.74	0.00	B
VERIZON	VERIZON WIRELESS	18-02763	#485430396-00001 6/26-7/25/18	167.84	0.00	
				2,696.10		
8-07-55-502-000-203	SEWER UTILITY O/E: Motor Vehicle					
JACDOH	JACK DOHENY COMPANIES	18-02840	Q#C14891 Motor, HYD, Geroter	1,090.94	0.00	
8-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU	N.J. NATURAL GAS CO.	18-02853	07-3132-1100-1Y 7/16 -8/14	1,219.21	0.00	
JCPL	JCPL	18-02928	#100 015 397 225 7/26 - 8/24	20,866.90	0.00	
				22,086.11		
8-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
WATSPR	WATCHUNG SPRING WATER CO.,INC.	18-00365	Deer Park Spring Water, etc	16.15	0.00	B
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	18-02552	CONTRACT #88929 4/1-6/30/18	4.75	0.00	
OPTIMUM	OPTIMUM	18-02793	Account No. 07866-152521-04-4	100.55	0.00	
RUDCOR	RUDY CORONA	18-02799	REIMBURSEMENT EDUCATION CLASS	150.00	0.00	
GARDSTA	GARDEN STATE LABORATORIES,INC.	18-02808	#323843 Influent/Effluent, etc	2,110.00	0.00	
NJWEA	NJWEA	18-02822	Registration Fee for Ed Mickla	170.00	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	18-02845	#181323770 Renewal of License	50.00	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	18-02846	#181330770 Renewal of License	50.00	0.00	
				2,651.45		
8-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
AMEWAT	AMERICAN WATER	18-02878	Usage data 4000150970 8/27/18	391.22	0.00	
8-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
ACCWAS	ACCURATE WASTE REMOVAL SVCS.,	18-02687	Hauling-MTO 07/03-31/18	20,438.75	0.00	

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8-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
MIRCHE	MIRACLE CHEMICAL COMPANY	18-02734	#30934 Sodium Hypochlorite 15%	2,958.30	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			52,312.87		
	Department Total: SEWER UTILITY O/E: OTHER EXPENSES:			52,312.87		
	CAFR Total:			52,312.87		
	Fund Total: SEWER UTILITY: BUDGET:			52,312.87		
	Year Total:			409,399.48		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Acq of Various Equip/Vehicles(Ord.#3084)					
C-04-55-998-014-001	Acq of Various Equip/Veh 40A (Ord #3084)					
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	510.19	0.00	
	Extd Total: Acq of Various Equip/Vehicles(Ord.#3084)			510.19		
Extd:	2015-39/Roadway and Sewer Improvements					
C-04-55-998-015-001	2015-39/Roadway & Sewer Improvmnts (40A)					
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	1,340.79	0.00	
	Extd Total: 2015-39/Roadway and Sewer Improvements			1,340.79		
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-001	2016-16/VEHICLES,EQUIPMENT/IMPROVE-(40A)					
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	330.41	0.00	
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT			330.41		
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	642.91	0.00	B
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	478.85	0.00	
				1,121.76		
	Extd Total: 2016-17/VARIOUS 2016 ROADWAY IMPROVEMENT			1,121.76		
Extd:	Ord. 2016-28 4th Ave. Improvements					
C-04-55-998-164-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	1,101.36	0.00	
	Extd Total: Ord. 2016-28 4th Ave. Improvements			1,101.36		
Extd:	2016-40/Var.Communications System Imp.					
C-04-55-998-168-001	2016-40/Var.Communications Imp.					
MOTALL	MOTOROLA C/O ALLCOMM TECH.	18-02507	XE Remote Speaker Microphone	2,640.00	0.00	

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C-04-55-998-168-002	2016-40/Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	478.85	0.00	
	Extd Total: 2016-40/Var.Communications System Imp.			3,118.85		
Extd:	2017 Various Capital Improvements					
C-04-55-998-169-006	Various General Capital Improvements					
DELCOM	DELL MARKETING L.P.	18-02536	EQUOTE #1025699998882 FIRE DEP	2,567.71	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-02550	QUOTE #15698989 FIRE	1,456.58	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-02551	QUOTE #15700200 POLICE	1,765.31	0.00	
SHIINT	SHI INTERNATIONAL CORP	18-02712	QUOTE #15776785 VARIOUS DEPT	1,565.19	0.00	
				<u>7,354.79</u>		
C-04-55-998-169-007	Section 20 Soft Costs					
TMASSO	T & M ASSOCIATES	17-01562	Inter. Improv. Springwood/Atk	14,725.87	0.00	B
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	670.39	0.00	
TMASSO	T & M ASSOCIATES	18-02953	Grand & 5th Traffic Signal	2,414.03	0.00	B
				<u>17,810.29</u>		
	Extd Total: 2017 Various Capital Improvements			25,165.08		
Extd:	Various Road Improv. 2017-30					
C-04-55-998-170-001	Var. Road Improv. Section 20 2017-30					
TMASSO	T & M ASSOCIATES	17-03316	LAF329167 Heck St.Improv.	3,203.25	0.00	B
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	646.45	0.00	
				<u>3,849.70</u>		
	Extd Total: Various Road Improv. 2017-30			3,849.70		
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-003	Code Enforcement Vehicle					
WINFOR	WINNER FORD	18-01677	Quote 2 SUV's	27,655.00	0.00	
C-04-55-998-172-007	Building Dept. Vehicle					
WINFOR	WINNER FORD	18-01677	Quote 2 SUV's	27,655.00	0.00	
C-04-55-998-172-017	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01203	Bridge Street Improvements	9,686.00	0.00	B
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	2,773.98	0.00	
				<u>12,459.98</u>		
	Extd Total: Ord. 2018-4 Var. Capital Improvements			67,769.98		
C-04-55-998-173-01	Section 20 Costs					
TMASSO	T & M ASSOCIATES	18-01473	Deal Lake Improvements	18,914.65	0.00	B

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C-04-55-998-173-01	Section 20 Costs		Continued			
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	400.00	0.00	
				19,314.65		
	Extd Total:			19,314.65		
	Department Total:			123,622.77		
	CAFR Total:			123,622.77		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			123,622.77		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	1,060.26	0.00	
	Extd Total: Sewer Plant Improvements - Ord. #3038			1,060.26		
	Department Total:			1,060.26		
Extd:	Various Sewer Improvements 2017-29					
C-08-55-527-017-001	Various Sewer Impr. 40A Costs 2017-29					
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	210.69	0.00	
	Extd Total: Various Sewer Improvements 2017-29			210.69		
	Department Total:			210.69		
Extd:	2018 Sewer Utility Improvements					
C-08-55-528-018-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	579.57	0.00	
	Extd Total: 2018 Sewer Utility Improvements			579.57		
Extd:	Ord. 2018-5 Various Sewer Improv.					
C-08-55-528-019-001	Section 20 Costs					
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	531.68	0.00	
	Extd Total: Ord. 2018-5 Various Sewer Improv.			531.68		
	Department Total:			1,111.25		
	CAFR Total:			2,382.20		
	Fund Total: SEWER CAPITAL FUND BUDGET:			2,382.20		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: PARKING CAPITAL						
Department: Ord. 2017-28 Var. Parking Improv.						
Extd: Ord. 2017-28 Var. Parking Improv.						
C-09-17-901-000-901	Section 21 Soft Costs					
ARCHGR	ARCHER & GREINER, P.C.	18-02867	Bond Counsel Fees	441.54	0.00	
	Extd Total: Ord. 2017-28 Var. Parking Improv.			441.54		
	Department Total: Ord. 2017-28 Var. Parking Improv.			441.54		
	CAFR Total:			441.54		
	Fund Total: PARKING CAPITAL			441.54		
	Year Total:			126,446.51		
Fund: GRANT FUND BUDGET:						
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED	BROWNFIELD REDEVELOPMENT	18-02825	Invoice 4024 No 16	3,449.37	0.00	
BRORED	BROWNFIELD REDEVELOPMENT	18-02826	Invoice 3981 No. 15	1,146.25	0.00	
				4,595.62		
	Extd Total:			4,595.62		
G-02-43-871-017-200	2017 Mental Health Grant					
WBMASON	W.B.MASON CO., INC.	17-04295	Computer/Ink supplies Blanket	70.86	0.00	B
	Extd Total:			70.86		
	Department Total:			4,666.48		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED	BROWNFIELD REDEVELOPMENT	18-02825	Invoice 4024 No 16	32.13	0.00	
	Extd Total:			32.13		
	Department Total:			32.13		
G-02-43-885-017-200	Body Armor Fund - State					
LANASO	LANIGAN ASSOCIATES. INC.	18-01816	2 Bulletproof Vests	1,809.30	0.00	
	Extd Total:			1,809.30		
	Department Total:			1,809.30		
G-02-43-886-018-200	2018 Mental Health Grant					
VISNUR	VISITING NURSES ASSN. OF CENTR	18-00232	Nursing Services 2018 Blanket	3,833.33	0.00	B
	Extd Total:			3,833.33		
	Department Total:			3,833.33		
G-02-43-887-018-200	Senior Center Grant 2018					
SPRCON	SPRINGWOOD CENTER CONDOMINIUM	18-02602	3rd Qtr. Association Fees	7,497.75	0.00	
DELCOM	DELL MARKETING L.P.	18-02609	EQUOTE #1029557798582 SR CNTR	5,378.35	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-887-018-200	Senior Center Grant 2018		Continued			
STAPLE	STAPLES ADVANTAGE	18-02611	ITEM #24173727 KARAOKE SYSTEM	305.69	0.00	
				13,181.79		
	Extd Total:			13,181.79		
	Department Total:			13,181.79		
	CAFR Total:			23,523.03		
	Fund Total: GRANT FUND BUDGET:			23,523.03		
	Year Total:			23,523.03		
Fund:	LAW ENFORCEMENT TRUST FUND BUDGET:					
T-13-56-850-000-801	Reserve for Expenditures - County					
VISCORP	VISIONTRON CORP	18-02050	Quote 15669 barriers	5,482.00	0.00	
	Extd Total:			5,482.00		
	Department Total:			5,482.00		
	CAFR Total:			5,482.00		
	Fund Total: LAW ENFORCEMENT TRUST FUND BUDGET:			5,482.00		
Fund:	TRUST OTHER					
T-20-56-850-868-801	Reserve for P.O.A.A.					
JAMBUT	JAMES BUTLER	18-02883	Special Session	500.00	0.00	
	Extd Total:			500.00		
T-20-56-850-878-801	Reserve for Recreation					
OPHAND	OPHELIA AND FRIENDS, LLC	18-01102	rodeo for recreation rentals	2,713.00	0.00	
THEHAR	THE HARDWARE STORE	18-01320	rodeo for Recreation	235.15	0.00	B
JENKIN	JENKINSON'S PAVILION	18-01870	summer camp activity	4,219.00	0.00	B
SEMTOV	SEMAN-TOV INC.	18-02247	summer camp buses	22,975.00	0.00	B
				30,142.15		
	Extd Total:			30,142.15		
T-20-56-850-903-801	Reserve for Shade Tree					
TOMPIV	TOM PIVINSKI	18-02927	REIMBURSEMENT OF PURCHASE MADE	171.72	0.00	
	Extd Total:			171.72		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
FNADZ	FNA DZ, LLC FBO WSFS	18-02631	PREMIUM TSC-17-00273	9,000.00	0.00	
AUCZIN	AUCTION Z, INC.	18-02632	PREMIUM	2,500.00	0.00	
AUCZIN	AUCTION Z, INC.	18-02638	Premium refunds	1,000.00	0.00	
NASDOM	NASDOM, LLC	18-02639	Premium 3603/10.12 13-00391	100.00	0.00	
USBLIE	US BANK/LIEN LOGIC FUND I, LLC	18-02754	Premium 1406/6 16-00126	500.00	0.00	
USBPC7	US BANK-CUST PC7 FIRSTTRUSTBANK	18-02773	PREMIUM TSC-17-00143	1,700.00	0.00	
USBPC7	US BANK-CUST PC7 FIRSTTRUSTBANK	18-02780	PREMIUM TSC-17-00030	900.00	0.00	
USBPC7	US BANK-CUST PC7 FIRSTTRUSTBANK	18-02795	Premiums Us Bank/Pc7	3,700.00	0.00	
TRYSTN	TRYSTONE CAPITAL ASSETS, LLC	18-02805	PREMIUMS FOR TRYSTONE	1,700.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-909-801 FNANJ FNA NJ, LLC	Reserve for Tax Sale Premiums		Continued			
		18-02816	PREMIUM FOR FNA NJ LLC	2,000.00	0.00	
				23,100.00		
	Extd Total:			23,100.00		
	Department Total:			53,913.87		
T-20-56-860-000-001 CITASP CITY OF ASBURY PARK	Miscellaneous Reserves					
		18-02922	Transfer reserve to current	9,986.07	0.00	
	Extd Total:			9,986.07		
	Department Total:			9,986.07		
	CAFR Total:			63,899.94		
	Fund Total: TRUST OTHER			63,899.94		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-025-000-299 ASBHOV ASBURY PARK HOUSING AUTH.	AP HOUSING AUTH-WASHINGTON AVE					
		18-02605	return of escrow balance	4,455.64	0.00	
	Extd Total:			4,455.64		
	Department Total:			4,455.64		
T-21-00-035-000-299 505SUM 505 Summerfield Avenue Condo	505 SUMMERFIELD-REI GROUP I					
		18-02628	refund of escrow balance	630.31	0.00	
	Extd Total:			630.31		
	Department Total:			630.31		
T-21-00-054-000-299 ATLTVV Atlantic TV & Video Inc.	1350 Asbury Avenue(Atlantic TV&Video, Inc)					
		18-02699	Return of Escrow Balance	122.35	0.00	
	Extd Total:			122.35		
	Department Total:			122.35		
T-21-00-074-000-299 ANTPRA ANTONIO PRAGOSA	806 Bond Street-ZNB0203(Antonio Pragosa)					
		18-02697	Return of Escrow Balance	446.68	0.00	
	Extd Total:			446.68		
	Department Total:			446.68		
T-21-00-088-000-299 AGUQUI Agustin Quirch	Memorial Dr(AGTO LLC/Checkers)					
		18-02664	refund of escrow balance	238.75	0.00	
	Extd Total:			238.75		
	Department Total:			238.75		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FIRE DEPT.						
T-21-00-265-000-299 INSENG	1308 WASHINGTON AVE(GOOD HOPE BAPTIST) INSITE ENGINEERING, LLC	18-02635	INSITE PB & ZB Invoices	1,443.16	0.00	
	Extd Total:			1,443.16		
	Department Total: FIRE DEPT.			1,443.16		
T-21-00-274-000-299 JACSER	208 MAIN STREET (DB VENTURES, LLC) JACK A. SERPICO	18-02653	SERPICO PB Invoices 2018-06	775.00	0.00	
	Extd Total:			775.00		
	Department Total:			775.00		
Department: PUBLIC ASST						
T-21-00-345-000-299 TMASSO	RENAISSANCE VILLAGE(MICHAELS DEVELOPMNT) T & M ASSOCIATES	18-02956	LAF350603 Renaissance Village	150.00	0.00	
	Extd Total:			150.00		
	Department Total: PUBLIC ASST			150.00		
T-21-00-399-000-299 TMASSO	1130 SPRINGWOOD(INTERFAITH NEIGHBORS) T & M ASSOCIATES	18-02958	LAF350605 INTERFAITH	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-411-000-299 ANSZAR	406 DEAL LAKE DRIVE(406 DEAL LAKE,LLC) ANSELL,GRIMM & AARON, P.C.	18-02721	Invoice 424781	16.00	0.00	
	Extd Total:			16.00		
	Department Total:			16.00		
T-21-00-414-000-299 JACSER	626 PROSPECT(COASTAL HABITAT HUMANITY) JACK A. SERPICO	18-02652	SERPICO ZB Invoices	450.00	0.00	
INSENG	INSITE ENGINEERING, LLC	18-02654	Insite ZB Invoices 626 Prospec	400.00	0.00	
CLACAN	CLARKE CATON HINTZ PC	18-02655	CCH ZB Invoices 626 Propect	553.57	0.00	
				1,403.57		
	Extd Total:			1,403.57		
	Department Total:			1,403.57		
T-21-00-427-000-299 JACSER	1107 5TH AVENUE(M.LOPER & M.RODRIGUEZ) JACK A. SERPICO	18-02652	SERPICO ZB Invoices	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-430-000-299	410 5TH AVENUE(ADAM BICKOFF)					
INSENG	INSITE ENGINEERING, LLC	18-02635	INSITE PB & ZB Invoices	200.00	0.00	
	Extd Total:			200.00		
	Department Total:			200.00		
T-21-00-431-000-299	1206 COMSTOCK STREET (SARA NORDSTROM)					
INSENG	INSITE ENGINEERING, LLC	18-02635	INSITE PB & ZB Invoices	1,525.00	0.00	
	Extd Total:			1,525.00		
	Department Total:			1,525.00		
T-21-00-432-000-299	1003 BOND ST-INSPECTION FEE(KEYGATE,LLC)					
TMASSO	T & M ASSOCIATES	18-02959	LAF350606 1003 BOND ST.	225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
T-21-00-436-000-299	704-710 MONROE AVE(ASBURY PARK VENTURES)					
JACSER	JACK A. SERPICO	18-02652	SERPICO ZB Invoices	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-437-000-299	703 7TH AVENUE(DON FARINEAU)					
JACSER	JACK A. SERPICO	18-02652	SERPICO ZB Invoices	300.00	0.00	
	Extd Total:			300.00		
	Department Total:			300.00		
T-21-00-439-000-299	1401 MAIN STREET(J.P.MORGAN CHASE BANK)					
JACSER	JACK A. SERPICO	18-02652	SERPICO ZB Invoices	187.50	0.00	
	Extd Total:			187.50		
	Department Total:			187.50		
Department: TELEPHONE						
T-21-00-440-000-299	1011 FIFTH AVENUE(JOHN CHINA YOUNG)					
JACSER	JACK A. SERPICO	18-02652	SERPICO ZB Invoices	112.50	0.00	
	Extd Total:			112.50		
	Department Total: TELEPHONE			112.50		
T-21-00-442-000-299	1400 MATTISON AVENUE(CLEARVIEW EQUITIES)					
JACSER	JACK A. SERPICO	18-02652	SERPICO ZB Invoices	112.50	0.00	
	Extd Total:			112.50		
	Department Total:			112.50		
T-21-00-443-000-299	1519 3RD AVENUE(3 SUNSET DRIVE,LLC)					
INSENG	INSITE ENGINEERING, LLC	18-02635	INSITE PB & ZB Invoices	1,375.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-443-000-299 JACSER JACK A. SERPICO	1519 3RD AVENUE(3 SUNSET DRIVE,LLC)	18-02653	Continued SERPICO PB Invoices 2018-06	150.00 1,525.00	0.00	
	Extd Total:			1,525.00		
	Department Total:			1,525.00		
T-21-00-444-000-299 JACSER JACK A. SERPICO	550 COOKMAN AVE(ABG LIQOUR HOLDINGS,LLC)	18-02653	SERPICO PB Invoices 2018-06	262.50	0.00	
	Extd Total:			262.50		
	Department Total:			262.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			14,431.46		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			14,431.46		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802 JAMWILD JAMES EZELL & WILDMAN HOME IMP ROBMJ ROBERTA DIETL & M&J RENOVATION JAMWILD JAMES EZELL & WILDMAN HOME IMP ROBMJ ROBERTA DIETL & M&J RENOVATION	HOWELL/ASBURY PARK RCA - Miscellaneous 18-01669 RCA Rehab Not To Exceed 18-02320 RCA Rehab Not To Exceed 18-02496 RCA Rehab Change Order 18-02913 RCA Change Order #1			10,600.00 20,120.00 3,400.00 3,063.00 37,183.00	0.00 0.00 0.00 0.00	B B
	Extd Total:			37,183.00		
	Department Total:			37,183.00		
	CAFR Total:			37,183.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			37,183.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806 MCMSO MCMANIMON,SCOTLAND&BAUMANN,LLC	711&607 Mattison/545 Lake/550 Cookm(APB)	18-02676	#155709: 607 MATTISON AVENUE	32.50	0.00	
T-48-56-850-000-808 TMASSO T & M ASSOCIATES	BOSTON WAY VILLAGE(THE ALPERT GROUP,LLC)	18-02957	LAF350604 BOSTON WAY	643.50	0.00	
	Extd Total:			676.00		
	Department Total:			676.00		
	CAFR Total:			676.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			676.00		
	Year Total:			121,672.40		
Total Charged Lines: 583 Total List Amount: 683,088.96				Total Void Amount: 0.00		

Attachment: Bill List 9-12-18 (2018-325 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	7-01	1,621.00	0.00	0.00	1,621.00
BEACH	7-05	426.54	0.00	0.00	426.54
Year Total:		2,047.54	0.00	0.00	2,047.54
CURRENT	8-01	325,955.26	0.00	0.00	325,955.26
BEACH	8-05	14,246.92	0.00	0.00	14,246.92
PARKING UTILITY: BUDGET:	8-06	16,884.43	0.00	0.00	16,884.43
SEWER UTILITY: BUDGET:	8-07	52,312.87	0.00	0.00	52,312.87
Year Total:		409,399.48	0.00	0.00	409,399.48
GENERAL CAPITAL FUND BUDGET:	C-04	123,622.77	0.00	0.00	123,622.77
SEWER CAPITAL FUND BUDGET:	C-08	2,382.20	0.00	0.00	2,382.20
PARKING CAPITAL	C-09	441.54	0.00	0.00	441.54
Year Total:		126,446.51	0.00	0.00	126,446.51
GRANT FUND BUDGET:	G-02	23,523.03	0.00	0.00	23,523.03
LAW ENFORCEMENT TRUST FUND BUDGET:	T-13	5,482.00	0.00	0.00	5,482.00
TRUST OTHER	T-20	63,899.94	0.00	0.00	63,899.94
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	14,431.46	0.00	0.00	14,431.46
HOWELL/ASBURY PARK RCA BUDGET:	T-38	37,183.00	0.00	0.00	37,183.00
CITY OF ASBURY PARK REDEVELOPMENT ESC T-48		676.00	0.00	0.00	676.00
Year Total:		121,672.40	0.00	0.00	121,672.40
Total of All Funds:		683,088.96	0.00	0.00	683,088.96

September 12, 2018 Council Meeting:

Balance Brought Forward from Total List Amount	\$ 683,088.96
NJ State Health Benefits September	503,702.56
Postage - City	2,500.00
Postage- Court	7,000.00
NJ DMV	180.00
J&B Morris LLC	400.00
Dave & Busters	584.55
Hymie Azar	225.00
School Tax September	<u>616,621.00</u>
	<u>\$ 1,814,302.07</u>



RESOLUTION NO. 2018-326

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING A TRANSFER OF INTEREST PURSUANT TO A REDEVELOPMENT AGREEMENT BETWEEN THE CITY AND MICHAELS DEVELOPMENT COMPANY I, L.P., AS REDEVELOPER OF CERTAIN PARCELS LOCATED WITHIN THE CITY'S SPRINGWOOD AVENUE REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment and to create redevelopment plans which provide development controls for any area so designated; and

WHEREAS, the City of Asbury Park (the “**City**”) designated certain parcels therein as an area in need of redevelopment (the “**Redevelopment Area**”), and thereafter adopted the Springwood Avenue Redevelopment Plan in accordance with *N.J.S.A. 40A:12A-7* for the Redevelopment Area (the “**Redevelopment Plan**”); and

WHEREAS, in furtherance of the Redevelopment Plan, the City and The Michaels Development Company I, L.P. (the “**Redeveloper**”) have entered into that certain Redevelopment and Land Disposition Agreement dated September 5, 2014 (as amended September, 2016, May, 2017, and November, 2017, the “**Redevelopment Agreement**”) setting forth the terms and conditions of the redevelopment of certain property located within the Redevelopment Area, as further set forth in the Redevelopment Agreement; and

WHEREAS, in accordance with Section 5.1(B)(ix) and Article 11 of the Redevelopment Agreement, until the completion of the Project as described therein, the Redeveloper must obtain the City’s prior written consent for certain transfers of interest in the Project or the Redevelopment Agreement; and

WHEREAS, Springwood-Michaels, LLC is the general partner of Redeveloper (the “**General Partner**”); and

WHEREAS, in furtherance of the completion of the Project and the effectuation of Redeveloper’s financing plan, the Redeveloper has requested that the City approve a transfer of a one percent (1%) interest in the General Partner from Michael J. Levitt (who will retain a 78% interest therein) to Better Tomorrows-Springwood, LLC (“**BTS**”, whose sole member is Michaels Community Services Corporation) in order to admit BTS as a member of the General

Partner; and

WHEREAS, the City wishes to evidence its consent to such transfer,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK AS FOLLOWS:

Section 1. Recitals. The recitals hereto are fully incorporated herein as if set forth at length.

Section 2. Transfer Approved. The City hereby grants its consent to the transfer of a 1% interest in the General Partner from Michael J. Levitt to BTS. Such consent is effective for all purposes of the Redevelopment Agreement, the project contemplated thereunder, and any agreements related to such project as have been executed or may be executed from the City from time to time. The Mayor is hereby authorized to execute any document necessary or desirable in consultation with counsel to evidence such consent and/or to effectuate the purposes of this resolution.

Section 3. Effective Date. This Resolution shall take effect immediately.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-326 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK

ASSIGNMENT OF MEMBERSHIP INTERESTS

SPRINGWOOD–MICHAELS, LLC

The undersigned, **MICHAEL J. LEVITT** ("Assignor"), the Managing Member of **Springwood-Michaels, LLC**, a New Jersey limited company (the "LLC"), for valuable consideration, hereby assigns to **Better Tomorrows-Springwood, LLC** ("Assignee"), all of assignor's right, title and interest in and to a 1% membership interest in the LLC (the "Membership Interest"), including all rights to any distributions, and all rights to profits or losses accrued on and after the date hereof. Assignor represents and warrants to Assignee that Assignor owns the Membership Interest being transferred free and clear of any liens, charges, or encumbrances.

Assignor agrees to take such further action as may be required to admit Assignee as a member in the LLC. Assignor shall make, execute, swear to, acknowledge, record, and file any and all documents (including, without limitation, an amendment to the Certificate of Formation of the LLC) if necessary to consummate the within assignment.

Assignee agrees to be bound by that certain Second Amended and Restated Operating Agreement LLC dated as of _____, 2018, as it may be amended.

Following the assignment of the Membership Interest, the members of the LLC shall own the following percentages of membership interests in the LLC:

Michael J. Levitt	78%
John J. O'Donnell	7%
Mark Morgan	7%
Joseph F. Purcell	7%
Better Tomorrows-Springwood, LLC	1%

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of _____, 2018.

ASSIGNOR:

MICHAEL J. LEVITT

ASSIGNEE:

BETTER TOMORROWS-SPRINGWOOD, LLC

**BY: Michaels Community Services Corporation
(d/b/a Better Tommorrow's), its sole member**

By:_____
Rebecca Tone, President

CONSENTED TO BY:

John J. O'Donnell

Mark Morgan

Joseph F. Purcell

{00092185}

Assignment of Membership Interest
Springwood-Michaels, LLC
Signature Page

Attachment: Assignment to Membership Interest (00092185xBDDAB) (2018-326 : Authoring Transfer of Interest)

SECOND AMENDED AND RESTATED OPERATING AGREEMENT SPRINGWOOD-MICHAELS, LLC

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement") dated as of _____, 2018, by and between MICHAEL J. LEVITT (the "Managing Member") and JOHN J. O'DONNELL, MARK MORGAN and JOSEPH F. PURCELL (collectively the "Current Members"), and BETTER TOMORROWS – SPRINGWOOD, LLC (the "Entering Member"), a New Jersey Non-Profit (the Managing Member, Current Members and Entering Member are hereinafter referred to individually as a "Member" and collectively the "Members").

WITNESSETH:

WHEREAS, Managing Member formed Springwood-Michaels, LLC pursuant to that certain Operating Agreement dated March 20, 2013 (the "Original Agreement") and a Certificate of Formation filed with the New Jersey State Treasurer on March 8, 2013.

WHEREAS, the Managing Member and the Current Members entered into that certain Amended and Restated Operating Agreement of Springwood-Michaels, LLC dated as of August 1, 2017 ("First Amended and Restated Operating Agreement").

WHEREAS, the parties hereto desire to enter into this Agreement to provide for, among other things: (i) the admission of the Entering Member; (ii) the payment of capital contributions by the Members; (iii) the allocation of profits, losses and distributions of cash flow and other proceeds of the limited liability company to the Members; (iv) the respective rights and obligations of the parties hereto to each other and to the limited liability company; (v) the respective interests of the parties hereto; and (vi) certain other matters.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 CONTINUATION

1.01 Continuation. The undersigned hereby continue the Company as a limited liability company under the New Jersey Revised Uniform Limited Liability Company Act, as same may be amended from time to time (the "Act"). The Entering Member is admitted as a Member of the Company with the rights and obligations herein set forth.

1.02 Principal Office. The principal office of the Company shall be at and the books and records of the Company shall be kept at Three East Stow Road, Suite 100, Marlton, New Jersey 08053.

1.03 Term. The term of the Company shall continue perpetually until and unless the Company is sooner terminated in accordance with the provisions of this Agreement.

1.04 Restatement. This Agreement amends and restates the First Amended and Restated Operating Agreement in its entirety.

ARTICLE 2 DEFINED TERMS

In addition to the definitions set forth herein and in the preamble to this Agreement, the following defined terms used in this Agreement shall have the meanings specified below.

"Accountants" - such firm of independent certified public accountants as may be engaged by the Managing Member to prepare the Company's financial statements and/or income tax returns.

"Affiliate" - any Person that directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with another designated Person.

"Business" – serving as general partner of Springwood Avenue Associates, LP, a New Jersey limited partnership.

"Capital Account" - the capital account of a Member as described in Section 9.06 of this Agreement.

"Capital Transaction" - any sale, refinancing or other disposition of the Company's property, casualty (where the proceeds are not to be used for reconstruction) and condemnation or similar event regarding any part of any property of the Company, where the gross proceeds from any such event exceed \$50,000.

"Code" - the Internal Revenue Code of 1986, as amended, or any corresponding provision or provisions of prior or succeeding law.

"Consent" - the prior written consent or approval of the Members or any other Person, as the context may require, to do the act or thing for which the consent is solicited.

"Interest" or "Percentage Interest" - the ownership interest of a Member in the Company at any particular time, including the right of such Member to any and all benefits to which such Member may be entitled as provided in this Agreement and in the Act, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement and of the Act.

"Member" - a Person who is a signatory to this Agreement, or any other Member in such Person's capacity as a Member of the Company. "Members" mean all such Persons.

"Net Cash Flow" - the gross cash proceeds from Company operations (including sales and dispositions of property in the ordinary course of business) less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, and replacements, all as determined by the Managing Member in the Managing Member's reasonable discretion. Net Cash Flow shall not be reduced by depreciation, amortization of the cost of any of the Company's property, cost recovery deductions or similar allowances.

"Notice" - a writing containing the information required by this Agreement to be communicated to a Member delivered personally to such Member, or sent by registered or certified mail, postage prepaid, return receipt requested, or by reputable overnight delivery service or facsimile transmission to such Member at the last known address or facsimile number of such Member.

"Person" - any individual, partnership, company, corporation, limited liability company, trust or other entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person.

"Regulations" - the Income Tax Regulations promulgated under the Code.

"Substitute Member" - a Member of the Company admitted pursuant to Section 7.02 of this Agreement.

ARTICLE 3 BUSINESS OF THE COMPANY

3.01 Purpose. The purpose of the Company is to own and operate the Business and to make and perform all contracts and to engage in all activities in connection therewith.

3.02 Authority of the Company. In order to carry out its Business and purpose, the Company is empowered and authorized to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of its purpose and for the protection and benefit of the Company.

ARTICLE 4 DUTIES AND OBLIGATIONS OF THE MANAGING MEMBER

The Managing Member shall use the Managing Member's best efforts in connection with the Managing Member's performance of the following duties and obligations with respect to the Company:

(a) take all action that may be reasonably necessary or appropriate to carry out the purposes of the Company as described in this Agreement; and

(b) do all other things (subject to the restrictions contained herein) that may be necessary or desirable in order to properly and efficiently administer and carry on the Business and the affairs, assets and other business of the Company.

ARTICLE 5

CAPITAL CONTRIBUTIONS AND WITHDRAWALS

5.01 Capital Contributions of the Members. Upon the execution of this Agreement, the Members shall make capital contributions to the Company in the amounts set forth in Schedule A of this Agreement. Each Member's Percentage Interest is also set forth in Schedule A. No Member shall be required to make any further contributions to the Capital of the Company.

5.02 Return of Capital Contribution. Notwithstanding any provisions of the Act, and except as otherwise provided in this Agreement, no Member shall be entitled to demand or receive the return of such Member's Capital Contribution or any portion thereof; no Member shall have priority over any other Member, either as to return of such member's Capital Contribution or as to profits, gains, losses or distributions, except as otherwise specifically provided herein; no Member shall be personally liable for the return of the Capital Contribution of any other Member, or any portion thereof, it being expressly understood that any such return shall be made solely from assets of the Company.

5.03 Adjustments to Capital Accounts. Capital Accounts shall be maintained and adjusted in accordance with Section 9.04 of this Agreement.

5.04 Treatment of Advances. If any Member shall advance any funds to the Company other than as provided in this Article 5, the amount of any such advance shall not be an additional Capital Contribution of such Member, but shall be a debt due from the Company to such Member.

ARTICLE 6

RIGHTS, OBLIGATIONS AND POWERS OF THE MANAGING MEMBER

6.01 Management of the Company. The management and operation of the Company's Business and affairs is vested exclusively in the Managing Member. The Managing Member has the right and authority to execute any document the Managing Member deems necessary or desirable on behalf of the Company and to bind the Company thereby, and third parties have the right to rely on the Managing Member's signature as being binding upon the Company.

6.02 Delegation of Authority. The Managing Member may appoint, employ, contract or otherwise deal with any Person for the transaction of the business of the Company, which Person may perform any acts or services for the Company as the Managing Member may approve and may be paid from the assets of the Company.

6.03 Officers. The Managing Member may appoint, from time to time, one or more officers to have such authority and perform such acts as may be determined by the Managing Member including, without limitation, appointing a President, one or more Vice Presidents, a Secretary and a Treasurer. Any two or more offices may be held by the same person. An officer of the Company shall hold office until his or her successor is elected. The Managing Member may remove any officer at any time, with or without cause. The Managing Member will determine the compensation, if any, to be paid to officers and other employees of the Company.

(a) President. Subject to the direction of the Managing Member, the President shall have general executive supervision over the property, business and affairs of the Company. The President may execute all deeds, mortgages, contracts and other agreements in the name of the Company and have such other authority and shall perform such other duties as determined by the Managing Member.

(b) Vice President. A Vice President shall have such authority and perform such duties as may be determined by the Managing Member. A Vice President may execute all deeds, mortgages, contracts and other agreements in the name of the Company and have such other authority and shall perform such other duties as determined by the Managing Member.

(c) Secretary. The secretary shall keep the minutes of the Company and such books as may be required by the Managing Member and shall have such authority and perform such other duties as may be determined by the Managing Member.

(d) Treasurer. The Treasurer shall receive and have charge of all property of the Company to hold and use as determined by the Managing Member and have such authority and perform such other duties as may be determined by the Managing Member.

ARTICLE 7

TRANSFERS OF AND RESTRICTIONS ON TRANSFERS OF INTEREST OF MEMBERS

7.01 Restrictions on Transfer of a Member's Interest. No offer, sale, transfer, assignment, hypothecation or pledge of any Member's Interest is permitted unless the Managing Member Consents thereto.

7.02 Admission of Substitute Members. (a) Except as otherwise provided in this Article 7, an assignee of the Interest of any Member (which shall be understood to include any purchaser, transferee, donee or other recipient of any disposition of such Interest) shall be admitted as a substitute Member of the Company only if the assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart hereof or an appropriate amendment hereto.

(b) For the purpose of allocation of profits, losses and credits, and for the purpose of distributing cash of the Company, a substitute Member shall be treated as having become, and as appearing in the records of the Company as, a Member upon such substitute Member's signing of a counterpart of or amendment to this Agreement, agreeing to be bound hereby.

(c) Subject to Section 7.02(a) of this Agreement, the Managing Member shall cooperate with the Person seeking to become a substitute Member by preparing the documentation reasonably required by Section 7.02(a) of this Agreement and making all official filings and publications. The Company shall take all such action, including the filing of any amended Agreement and/or Certificate, evidencing the admission of any Person as a Member, and the making of any other official filings and publications, as promptly as practicable after the satisfaction by the assignee of the Interest of a Member of the conditions contained in this Article 7 to the admission of such Person as a Member of the Company. Any cost or expense incurred in connection with such admission shall be borne by the substitute Member or the assignor Member.

7.03 Rights of Assignee of Company Interest. (a) Except as required by operation of law, the Company shall not be obligated for any purpose whatsoever to recognize the assignment by any Member of an Interest until the Company has received actual Notice thereof.

(b) An assignee of the Interest of a Member (which shall be understood to include any purchaser, transferee, donee or other recipient of any disposition of such Interest) which does not become a Substitute Member shall be allocated the profits, gains and losses, and shall have the right to participate in the distributions, to be made to the Members pursuant to Article 9 of this Agreement, but such assignee shall not have the right to participate in the management of the Company or to vote or Consent to any matter to be submitted to the Members. Any Person who is the assignee of all or any portion of a Member's Interest, but does not become a substitute Member pursuant to Section 7.02 of this Agreement and desires to make a further assignment of such Interest, shall be subject to all the provisions of this Article 7 to the same extent and in the same manner as any Member desiring to make an assignment of such Member's Interest.

7.04 No Withdrawal. Notwithstanding anything to the contrary under applicable law, a Member may not resign or disassociate from the Company prior to the dissolution and winding up of the Company as set forth in Article 10 hereof.

ARTICLE 8

RIGHTS AND OBLIGATIONS OF MEMBERS

8.01 Management of the Company. Except as otherwise provided in this Agreement, no Member shall take part in the management or control of the Business of the Company nor transact any business in the name of the Company. Except as otherwise provided in this Agreement, no Member shall have the power or authority to bind the Company or to sign any agreement or document in the name of the Company.

8.02 Limitation on Liability of the Members. To the fullest extent permitted by the Act, the liability of each Member shall be limited to such Member's Interest in the Company. No Member shall have any other liability to contribute money to, or in respect of the liabilities or obligations of, the Company, nor shall any Member be personally liable for any obligations of the Company. No Member shall be obligated to make loans to the Company.

8.03 Other Activities. All Members may engage in or possess interests in other business ventures of any and every kind and description for their own accounts, including businesses which are in competition with the Company's Business. Neither the Company nor any of the Members shall have any right by virtue of this Agreement in or to such other business ventures or to any income or profits derived therefrom.

ARTICLE 9

PROFITS, LOSSES AND DISTRIBUTIONS

9.01 Allocation of Profits, Losses and Distributions From Operations. Subject to Section 9.04 hereof, profits, losses and Net Cash Flow for the fiscal year shall be allocated and distributed in accordance with the Members' Percentage Interests.

9.02 Allocation of Gains, Losses and Distributions from Sale and Liquidation of Company Property.

(a) Subject to Section 9.04 hereof, gains and losses recognized by the Company upon the sale, exchange or other disposition of all or substantially all of the property owned by the Company shall be allocated in accordance with the Members' Percentage Interests.

(b) Except as may be required under Section 10.02(b) of this Agreement, the proceeds resulting from the liquidation of the Company's assets pursuant to Section 10.02 of this Agreement, and the net proceeds resulting from any sale of the property of the Company or refinancing of any obligation of the Company or a Capital Transaction, as the case may be, shall be distributed and applied in the following order of priority:

(i) to the payment of all matured debts and liabilities of the Company, excluding debts and liabilities of the Company to Members or their Affiliates;

(ii) to the setting up of any reserves which the Managing Member deems reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Company; provided, however, that the balance of any such reserve remaining at such time as the Managing Member reasonably determines that such reserve is no longer needed, shall be distributed in accordance with Sections 9.02(b)(iii) and 9.02(b)(iv) hereof;

(iii) to the repayment of any unpaid debts and liabilities (including unpaid fees) owed to the Members or any Affiliates thereof by the Company for Company obligations; and

(iv) to the Members in accordance with their Percentage Interests.

9.03 Additional Allocations. In any year in which a Member sells, assigns or transfers all or any portion of an Interest to any Person who during such year is admitted as a substitute Member, the share of all profits and losses and Net Cash Flow under Section 9.01 of this Agreement and of all cash proceeds distributable under Section 9.02 of this Agreement allowable or distributed to all Members, which is attributable to the Interest sold, assigned or transferred shall be divided between the assignor and the assignee as determined by agreement between the assignor and assignee using any method provided by the Code or Regulations thereunder.

9.04 Capital Accounts. A separate Capital Account shall be maintained and adjusted for each Member throughout the full term of the Company in accordance with the accounting rules of Section 1.704-1(b)(2)(iv) of the Regulations.

9.05 Designation of Tax Matters Partner. The Managing Member is hereby designated as the Tax Matters Member of the Company (and the partnership representative under Section 6223(a) of the Code (as amended by the Bipartisan Budget Act of 2015, P.L. No. 114-74 (the “2015 BBA”), and shall engage in such undertakings as are required of the Tax Matters Member of the Company as provided in Regulations pursuant to Section 6231 of the Code. Each Member, by the execution of this Agreement consents to such designation of the Tax Matters Member and agrees to execute, certify, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. The partnership representative will or will cause the Company, to the extent eligible, to make the election under Section 6221(b) of the Code (as amended by the 2015 BBA) with respect to determinations of adjustments at the partnership level and take any other action (such as disclosures and notifications) necessary or appropriate to effectuate such election. To the extent the election under Section 6221(b) (as amended by the 2015 BBA) is not available to the Company, the partnership representative will or will cause the Company to make the election under Section 6226(a) of the Code (as amended by the 2015 BBA) with respect to the alternative to payment of imputed

underpayment by a partnership and take any other action (such as filings, disclosure and notifications) as may be necessary or appropriate to effectuate such election. Should the Company fail to make the election under Section 6226(a) of the Code (as amended by the 2015 BBA), any resulting tax liability of the Company shall be borne by the Members as if the election under Section 6226(a) of the Code (as amended by the 2015 BBA) had been properly made.

ARTICLE 10 SALE, DISSOLUTION AND LIQUIDATION

10.01 Dissolution of the Company. The Company shall be dissolved upon the earlier of the expiration of the term of the Company, or upon: (a) the sale or other disposition of all or substantially all of the assets of the Company; or (b) the entry of a decree of judicial dissolution of the Company.

10.02 Winding Up and Distribution. (a) Upon the dissolution of the Company pursuant to Section 10.01 hereof, (i) a certificate of cancellation as described in the Act shall be filed in such offices within the State as may be required or appropriate, (ii) the Company business shall be wound up and its assets liquidated as provided in this Section 10.02, and (iii) the net proceeds of such liquidation, except as provided in Section 10.02(b) below, shall be distributed in accordance with Section 9.02 of this Agreement.

(b) It is the intent of the Members that, upon liquidation of the Company, any liquidation proceeds available for distribution to the Members shall be distributed in accordance with the Members' respective positive Capital Account balances and the Members believe that distributions under Section 9.02 of this Agreement will effectuate such intent. In the event that, upon liquidation, there is any conflict between a distribution pursuant to the Members' respective positive Capital Account balances and the intent of the Members with respect to distribution of proceeds as provided in Section 9.02 of this Agreement, the liquidator or the Managing Member, as the case may be, shall, notwithstanding the provisions of Sections 9.01 and 9.02 of this Agreement, allocate the Company's gains, profits and losses in a manner that will cause the distribution of liquidation proceeds to the Members pursuant to Section 9.01 of this Agreement to be in accordance with the Members' respective positive Capital Account balances.

(c) The Managing Member shall file all certificates and notices of the dissolution of the Company required by law. The Managing Member shall proceed without any unnecessary delay to sell and otherwise liquidate the Company's property and assets.

ARTICLE 11 CONSENTS, VOTING AND MEETINGS

11.01 Voting. Except as expressly provided in this Agreement, whenever the Consent, vote or agreement of the Members is required, the vote of both (x) the Managing

Member and (y) a majority of the Percentage Interests (including the Managing Member) of the Members of the Company will control.

11.02 Method of Giving Consent. Whenever the Consent, vote or agreement of the Members is required in connection with any Company action, the meeting and vote of the Members may be dispensed with if all of the Members Consent in writing to the action to be taken by the Company.

11.03 Submissions to Members. The Managing Member will give the Members not less than ten (10) days but not more than sixty (60) days' Notice of any meeting of the Members, unless there is an emergency, in which case the Managing Member shall give the Members such Notice that is less than ten (10) days' notice as the Managing Member shall determine.

ARTICLE 12 AMENDMENTS

This Agreement may only be amended by a writing signed by all of the Members.

ARTICLE 13 BOOKS AND RECORDS, ACCOUNTING, TAX ELECTIONS, ETC.

13.01 Books and Records. The books and records of the Company shall be kept at the principal office of the Company and shall be available for examination there by any Member, or his or her duly authorized representative, at reasonable times upon reasonable notice to the Managing Member.

13.02 Bank Accounts. All funds of the Company not otherwise invested shall be deposited in one or more accounts maintained in such banking institutions as the Managing Member shall select, and withdrawals shall be made only in the regular course of Company business on such signature or signatures as the Managing Member may, from time to time, determine.

13.03 Accountants. The Accountants shall annually prepare for execution by the Managing Member all tax returns of the Company and, at the election of the Managing Member, shall annually compile the books of the Company, and shall prepare, in accordance with generally accepted accounting principles, consistently applied, a balance sheet, a profit and loss statement, and a cash flow statement.

13.04 Income Taxation. The Members agree that the Company shall be a partnership (as such term is used in the Code and the Regulations) for Federal and state income tax purposes.

13.05 Section 754 Elections. In the event of a transfer of all or any part of the Interest of a Member, the Company may, in the sole and absolute discretion of the Managing Member, elect, pursuant to Section 754 of the Code (or any corresponding provision of succeeding law), to adjust the basis of Company property. Each Member agrees to furnish the Company with all information necessary to give effect to such election.

13.05 Fiscal Year. The fiscal year of the Company shall be the calendar year.

ARTICLE 14 GENERAL PROVISIONS

14.01 Burden and Benefit. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the respective parties hereto and to the heirs, executors, administrators, successors and assigns of the respective parties hereto.

14.02 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State.

14.03 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

14.04 Separability of Provisions. Each provision of this Agreement shall be considered separable, and, if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of, or affect those provisions of, this Agreement which are valid.

14.05 Entire Agreement. This Agreement sets forth all (and is intended by all parties to be an integration of all) of the representations, promises, agreements and understandings among the parties hereto with respect to the Company, the Company Business and the Company's property, and there are no representations, promises, agreements or understandings, oral or written, express or implied, among them other than those set forth or incorporated herein.

14.06 Gender Neutral. Throughout this Agreement, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa, except where the context clearly requires otherwise.

14.07 Legal Representation. Each of the Members hereto acknowledges that Levine, Staller, Sklar, Chan & Brown, P.A. ("LSSCB") prepared this Agreement at the request and direction of the Managing Member. LSSCB represents the Managing Member only and does

not represent any other Member in his individual capacity. Each Member is advised that conflicts may exist with respect to his individual interests under this Agreement. Each was advised to seek the advice of independent counsel with regard to his or her execution and delivery and each Member acknowledges that he and she had the opportunity to do so.

IN WITNESS WHEREOF, the parties have affixed their signatures and seals to this Agreement as of the date first written above.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

MEMBERS:

MICHAEL J. LEVITT

JOHN J. O'DONNELL

MARK MORGAN

JOSEPH F. PURCELL

BETTER TOMORROWS-SPRINGWOOD,
LLC

BY: Michaels Community Services
Corporation
(d/b/a Better Tommorows), its sole member

By: _____
Rebecca Tone, President

SCHEDULE A

Members	Capital Contributions	Percentage Interests
Michael J. Levitt	\$780.00	78%
John J. O'Donnell	\$70.00	7%
Mark Morgan	\$70.00	7%
Joseph F. Purcell	\$70.00	7%
Better Tomorrow-Springwood, LLC	<u>\$10.00</u>	<u>1%</u>
Total:	<u>\$1,000.00</u>	<u>100%</u>



RESOLUTION NO. 2018-327

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

AUTHORIZING APPOINTMENTS TO THE “ENVIRONMENTAL/SHADE TREE COMMISSION”

WHEREAS, pursuant to Section 2-41 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Environmental/Shade Tree Commission (the “Commission”) has been duly created in and for the City of Asbury Park (the “City”); and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee, in accordance with the provisions set forth in the Section referenced above.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals are hereby appointed to serve on the Environmental/Shade Tree Commission for the term referenced:

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

1. That the following individuals are hereby appointed to serve on the Commission:

Appointee

Term to Expire

Ellen Gaynor

12/31/2019

2. That a certified copy of this Resolution shall be provided to each appointed member and Michael N. Capabianco, 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. 2018-327 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-328

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

RESOLUTION AUTHORIZING IN REM FORECLOSURE PROCEEDINGS RELATING TO A CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ASBURY PARK, NEW JERSEY

WHEREAS, the City of Asbury Park (the “City”) holds Tax Certificates relating to certain real properties located at 1305 Monroe Avenue, more commonly known and designated as Block 1505, Lot 12 on the Official Tax Map of the City (the “Tax Map”); and

WHEREAS, the Properties are under the current record ownership of the Mr. Daniel Marques; and

WHEREAS, the Properties are eligible for foreclosure through the in rem foreclosure process pursuant to N.J.S.A. 54:5-104.29, *et seq.*; and

WHEREAS, the City Council has determined that it wishes to proceed with in rem foreclosure proceedings relating to the Properties.

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

1. That the Tax Certificates now held by the City, 1305 Monroe commonly known and designated as Block 1505 Lot 12, shall be foreclosed by summary process in rem as described in N.J.S.A. 54:5-104.29, *et seq.*, as amended, and pursuant to the rules of Civil Practice of the Superior Court of New Jersey.
2. That the City Attorney, and all relevant City officials and/or employees, are hereby authorized and directed to undertake all efforts necessary in order to effectuate in rem tax foreclosure proceedings relating to the Properties, including the institution of necessary proceedings before the Superior Court of New Jersey. All fees, including but not limited to, attorneys fees, filing fees, etc., shall be considered municipal charges and shall be added to any payoff information if the property owner provides payment.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Michael Capabianco, City Manager;

- b. Erick Aguiar, Tax Assessor;
- c. Tyrone Young, Tax Collector; and
- d.. Frederick C. Raffetto, Esq., City Attorney.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2018-328 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-329

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

RESOLUTION AUTHORIZING EXECUTION OF A COMMODITY RESALE AGREEMENT WITH THE COUNTY OF MONMOUTH

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 The County of Monmouth (the “County”) have determined that it would advantageous for the City of Asbury Park to enter into an agreement for commodity resale with the County; and

WHEREAS, in the spirit of inter-municipal cooperation, and in furtherance of the principles underlying the Act, the Parties have negotiated a Commodity Resale 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. This Agreement shall be effective from October 1, 2018 through September 30, 2023.
3. That a certified copy of this Resolution and a copy of the attached Agreement shall be provided to each of the following:
 - a. The County of Monmouth

- b. Michael Capabianco, City Manager
- c. Frederick C. Raffetto, Esq., Municipal Attorney
- d. Tracy Lizardi, Director of Purchasing

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. 2018-329 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK

**COMMODITY RESALE AGREEMENT
BETWEEN THE COUNTY OF MONMOUTH (the “COUNTY”)
AND**

THE CITY OF ASBURY PARK (the “LOCAL GOVERNMENT ENTITY”)

The County and the Local Government Entity enter into this agreement pursuant to the Rules governing cooperative purchasing, namely *N.J.A.C. 5:34-7.15 et seq.*

IT IS AGREED:

1. **Commodities Offered.** The County will offer the commodities listed on Exhibit A to the Local Government Entity through the Monmouth County Commodity Resale System (SYSTEM IDENTIFIER 99174 – MCCRS).
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit A from time to time, upon approval by the Director of the Division of Local Government Services, if necessary, and written notice to the Local Government Entity.
3. **No Obligation by Local Government Entity.** The Local Government Entity is under no obligation to purchase any commodities offered by the County.
4. **No Obligation by County.** The County is under no obligation to provide a commodity requested by the Local Government Entity if the County is not in a position to honor the request.
5. **Total Cost Undetermined.** The total cost of the commodities to be provided under this agreement cannot be estimated in advance, but will be determined by the extent to which the Local Government Entity avails itself of the commodities available.
6. **Effective Dates.** This agreement shall be in effect for a five (5) year period from October 1, 2018 through September 30, 2023.
7. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
8. **County’s Representative.** The County’s Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the commodities available to the Local Government Entity.
9. **Local Government Entity’s Representative.** The Local Government Entity’s [indicate title of one or more authorized representatives] Michael Capabianco, City Manager, or his/her respective designee, will act on

behalf of the Local Government Entity with regard to a request for commodities from the County.

10. **Payment of Invoices.** The Local Government Entity will pay the County for commodities purchased under this agreement within thirty (30) days of the County's invoice for those commodities. If the Local Government Entity disputes a County invoice, the Local Government Entity will pay the undisputed portion and attempt to resolve the remaining portion in accordance with paragraph 11 below.
11. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
12. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.
13. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Local Government Entity.
14. **Counterparts.** This agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
15. **Notices.** Any notices that are provided pursuant to this agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth County:

County of Monmouth
 Address: 1 East Main Street, Freehold NJ 07728
 Attn: Elizabeth Perez, Shared Services Coordinator
 Email: Elizabeth.perez@co.monmouth.nj.us
 Fax:

To the Local Government Entity:

City of Asbury Park
 Address: One Municipal Plaza, Asbury Park, NJ 07712
 Attn: Tracy Lizardi, Director of Purchasing
 Email: purchasing@cityofasburypark.com
 Fax: (732) 775 – 2100

Or to such other address or individual as any party may from time to time notify the other.

IN WITNESS WHEREOF, the parties have executed this agreement.

ATTEST:

COUNTY OF MONMOUTH

 Name: MARION MASNICK
 Title: Clerk of the Board

By: _____
 Name: THOMAS A. ARNONE
 Title: Freeholder Director

LOCAL GOVERNMENT ENTITY

WITNESS OR ATTEST:

 Entity Name

 Name (Print):

By: _____
 Name:

Title (Print):

Title:

EXHIBIT A**MONMOUTH COUNTY COMMODITY RESALE SYSTEM**Commodities available:

- Gasoline
- Diesel fuel
- Snow removal chemicals
- Public works materials and supplies, including road and roadway construction materials
- Such other materials as may be approved by the Director of the Division of Local Government Services

Pricing:

It is the intent that the County will recoup its actual costs, but no profit. Therefore, the cost of the commodities shall be the actual cost paid by the County for the commodities plus a modest administrative fee, as quoted by the County.

Procedure:

If the Local Government Entity is interested in purchasing a commodity through the County's Commodity Resale System, the Local Government Entity will submit a completed Request Form to the County. If the County is able to honor the request, the County will approve the request and issue a price quotation. The Local Government Entity will then decide, at its option, whether or not to complete the requested purchase, at the price(s) quoted by the County.

Revised 3/2018



RESOLUTION NO. 2018-330

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

RESOLUTION AUTHORIZING EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE COUNTY OF MONMOUTH

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 The County of Monmouth (the “County”) have determined that it would advantageous for the City of Asbury Park to enter into an agreement for various shared services with the County; 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. This Agreement shall be effective from October 1, 2018 through September 30, 2028.
3. That a certified copy of this Resolution and a copy of the attached Agreement shall be provided to each of the following:
 - a. The County of Monmouth

- b. Michael Capabianco, City Manager
- c. Frederick C. Raffetto, Esq., Municipal Attorney
- d. Tracy Lizardi, Director of Purchasing

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. 2018-330 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK

**MUNICIPAL ASSISTANCE/SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF MONMOUTH (the “COUNTY”)
AND
THE CITY OF ASBURY PARK (the “LOCAL GOVERNMENT ENTITY”)**

The County and the Local Government Entity enter into this agreement pursuant to the New Jersey Uniform Shared Services and Consolidation Act (N.J.S.A. 40A:65-1 *et seq.*).

IT IS AGREED:

1. **Services Offered.** The County will offer the municipal assistance/shared services listed on Exhibit “A” to the Local Government Entity.
2. **Amendment to Services Offered.** The County, in its discretion, may amend Exhibit “A” from time to time, upon written notice to the Local Government Entity.
3. **Request for Service.** The Local Government Entity will initiate a request for service by submitting a Request Form to the County.
4. **Cost of Services.** For those items on Exhibit “A” for which a fixed cost is not set, the estimated cost to the Local Government Entity will be determined by the County in advance and shall be subject to the approval of the Local Government Entity prior to the services being rendered.
5. **Payment of Reasonable Cost.** In the event that the Local Government Entity requests a service and prior approval of the cost has not been obtained, whether because of an emergency or some other reason, and the County provides the requested service, the Local Government Entity agrees to pay the County the reasonable cost of the service, with the understanding that the County will receive reimbursement for the County’s costs in providing the service, including the cost of goods, expendables, labor and administrative costs.
6. **No Obligation by Local Government Entity.** The Local Government Entity is under no obligation to utilize any services offered by the County.
7. **No Obligation by County.** The County is under no obligation to provide a service requested by the Local Government Entity if the County is not in a position to honor the request.
8. **Workmanlike Services.** The County will render services to the Local Government Entity in a workmanlike manner.
9. **Care Required.** The County will exercise ordinary care in rendering services to the Local Government Entity.

10. **Total Cost Undetermined.** The total cost of the services to be rendered under this agreement cannot be estimated in advance, but will be determined by the extent to which the Local Government Entity avails itself of the services available.
11. **Effective Dates.** This agreement shall be in effect for a ten (10) year period from October 1, 2018 until September 30, 2028.
12. **Early Termination.** Either party may terminate this agreement, with or without cause, upon thirty (30) days written notice to the other party.
13. **County's Representative.** The County's Administrator or its Director of Public Works and Engineering, or his/her respective designee, will act on behalf of the County with regard to the services available to the Local Government Entity, the cost thereof and commitment to provide requested services.
14. **Local Government Entity's Representative.** The Local Government Entity's [indicate one or more authorized representative] Michael Capabianco, City Manager, or his/her respective designee, will act on behalf of the Local Government Entity with regard to a request for services from the County and approval of cost estimates provided by the County.
15. **Payment of Invoices.** The Local Government Entity will pay the County for services rendered under this agreement within thirty (30) days of the County's invoice for those services. If the Local Government Entity disputes a County invoice, the Local Government Entity will pay the undisputed portion and attempt to resolve the remaining portion in accordance with the article below, entitled Disputes.
16. **Disputes.** If there is a dispute concerning either party's performance under this agreement, the parties will attempt to resolve the dispute amicably between them. If the parties cannot resolve the issue amicably, the parties will mediate the dispute before a third party mediator jointly agreed to by the parties. Each party will bear its own cost of participating in mediation and the parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either party may then pursue any available legal or equitable remedy to resolve the dispute.
17. **Indemnification.** Each party will indemnify the other party and hold the other party harmless for the negligent or intentional acts of the indemnifying party.
18. **Authority to Execute Agreement.** The execution of this agreement has been duly authorized by the governing bodies of the County and the Local Government Entity.

19. **Choice of Law.** This agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.
20. **Filing of Agreement.** Monmouth's Clerk of the Board shall file a fully executed copy of this agreement with the Division of Local Government Services, New Jersey Department of Community Affairs in accordance with *N.J.S.A. 40A:65-4(b)*.
21. **Counterparts.** This agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.
22. **Notices.** Any notices that are provided pursuant to this agreement shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

To Monmouth:

County of Monmouth
 Address: 1 East Main Street, Freehold NJ 07728
 Attn: Elizabeth Perez, Shared Services Coordinator
 Email: Elizabeth.perez@co.monmouth.nj.us
 Fax:

To the Local Government Entity:

City of Asbury Park
 Address: One Municipal Plaza, Asbury Park NJ 07712
 Attn: Tracy Lizardi, Director of Purchasing
 Email: purchasing@cityofasburypark.com
 Fax: (732) 775 – 2100

Or to such other address or individual as any party may from time to time notify the other.

In Witness Whereof, the parties have executed this agreement.

ATTEST:**COUNTY OF MONMOUTH**

Name: MARION MASNICK
Title: Clerk of the Board

By: _____
Name: THOMAS A. ARNONE
Title: Freeholder Director

LOCAL GOVERNMENT ENTITY**WITNESS OR ATTEST:**

Entity Name

Name (Print):
Title (Print):

By: _____
Name:
Title:

EXHIBIT “A”

COUNTY OF MONMOUTH

MUNICIPAL ASSISTANCE/SHARED SERVICES AGREEMENT

Services available:

The municipal assistance/shared services available from the County include, but are not limited to, the following:

- Catch basin cleaning
- Culvert repairs
- Diesel inspections
- Equipment use (with equipment operator)
- Guiderail installation
- Mowing
- Plowing
- Salting and sanding
- Street sign installation
- Street sweeping
- Towing
- Traffic signal installation
- Vehicle painting
- Vehicle repairs
- Vehicle washing

Pricing:

It is the intent that the County will recoup its actual costs in providing the services, but no profit. Therefore, the cost of the services shall be the actual cost to the County for the requested (a) equipment, (b) materials and (c) labor, as quoted by the County, plus a modest administrative fee.

Procedure:

If the Local Government Entity is interested in procuring services through the Municipal Assistance/Shared Services Agreement, the Local Government Entity will submit a completed Request Form to the County. If the County is able to honor the request, the County will approve the request and issue either a fixed or an estimated price quotation. The Local Government Entity will then decide, at its option, whether or not to accept the services offered by the County.

Revised 08/2018



RESOLUTION NO. 2018-331

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

RESOLUTION AUTHORIZING THE PURCHASE OF AN OXYGEN AND SCBA FILL STATION FOR THE FIRE DEPARTMENT

WHEREAS, the City has a need for an oxygen and SCBA fill stations within the Fire Department; and

WHEREAS, the City has obtained the attached quote from Bauer Compressor, Inc. totaling \$18,347.00 for an Oxygen and SCBA Fill Station from the Houston-Galveston Area Council (H-GAC) National Cooperative Contract Number EE 08-17 in which the City is a member with a membership number of ILC18-6583; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to the vendor in an amount listed above and is authorized to purchase from national cooperatives as outlined in LFN 2012-10; and

WHEREAS, no fund shall be expended until N.J.S.A.40A: 2-18 Capital Ordinance Effective Date is met; and

WHEREAS, the City Clerk shall advertise this award as per the requirements of LFN 2012-10; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-174-001. The maximum dollar value of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of an Oxygen and SCBA Fill Station for a total amount of \$18,347.00 from Bauer Compressor, Inc.; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that no fund shall be expended until N.J.S.A.40A: 2-18 Capital Ordinance Effective Date is met

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

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. 2018-331 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract
No.:

EE08-17

Date
Prepared:

3.H.7.a
8/22/2018

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Asbury Park FD	Contractor:	BAUER COMPRESSOR INC.
Contact Person:	Bob Pasquariello	Prepared By:	Tim Burgess
Phone:	732-502-4556	Phone:	315-796-8585
Fax:		Fax:	
Email:	robert.pasquariello@cityofasburypark.com	Email:	tim.burgess@bauercomp.com

Catalog / Price Sheet Name:	Bauer Compressor
General Description of Product/ Product Code	EE08-17

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	EE17KDB OXY CFS-1S -Bauer O2 fill station single position	\$7,195	\$7
1	EE17KBB Bauer CFS5.5-2S 4 bank cascade dual function two position	\$9,049	\$9
Total From Other Sheets, If Any:			
Subtotal A:			\$16

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	RF-REG Remote fill option	\$1,228	\$1
Total From Other Sheets, If Any:			
Subtotal B:			
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options.		For this transaction the percentage is:	

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Freight from Norfolk to Customer location	
Subtotal C:	\$875

Delivery Date: Input a Date

D. Total Purchase Price (A+B+C)



RESOLUTION NO. 2018-332

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

RESOLUTION AUTHORIZING THE PURCHASE OF AN AMBULANCE RADIO

WHEREAS, the City has a need to purchase an ambulance radio; and

WHEREAS, the City has obtained the attached quotes totaling \$3,520.85.

- PMC Associates in the amount of \$3,520.85 off of NJ Radio Communication Equipment and Accessories Contract #83900 and #T0109-83932:

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$3,520.85; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-172-013. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of an Ambulance Radio in the amount of \$3,520.85 and a copy of this Resolution shall be provided to the Chief of Fire, City Manager, CFO and Director of Purchasing.

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. 2018-332 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



Associates
Wireless Communications
8 Crown Plaza, Unit 106
Hazlet, NJ 07730

When The Mission is Critical

QUOTE

Date	QUOTE #
8/24/2018	453581

Name / Address
City of Asbury Park Finance Department One Municipal Plaza Asbury Park, NJ 07712

Ship To
City of Asbury Park Fire Department One Municipal Plaza Asbury Park, NJ 07712

Terms	Rep	F.O.B.	Solicitation #
Net 30	MC	HAZLET, NJ	

Item	Description	Qty	List Price	NJ % Disc.	NJ Net Price	Total
	Pricing Per NJ State Contract #T0109-83932. Tait Products Sold at 20% Discount. PMC Service and Larsen Per NJ State Contract # 83900 Larsen Products Sold at 15% Discount					
TM9445K5D0AAU000BA	TAIT MOBILE TM9445K5D0AAU000BA TM9445 - SCAN 35-50W Conventional/Ph1 & Ph2 Trunking	1	3,049.00	20	2,439.20	2,439.20
TMAS075	SFE Key - Mobile P25 Base OTAP Trunking	1	265.00	20	212.00	212.00
TMAA05-06	TMAA05-06: GPS Receiver PCTEL Through Hole Mount	1	314.00	20	251.20	251.20
TMAA03-14	Faceplate Bracket	1	21.00	20	16.80	16.80
PMC Inst	PMC Field Service - Schedule A	3			175.00	525.00
	Mobile and Antenna Installations for 1 Ambulance: -Install TM9400 Dash Mount Mobile into New Ambulance -Install 700/800 MHz Antenna and NMO Mount on the Roof of the Ambulance -Install GPS Antenna on the Roof of the Ambulance -Test Mobile Unit After Install to Confirm Existing Power and Ignition Sense Work with new mobile install **Power, ground and ignition will be run to the install location by the manufacturer**					
			Total			

Phone #	Fax #	Web Site	Email Orders To:
732-888-9300	732-888-9388	www.PMC-Wireless.com	orders@PMC-wireless.com



Associates
Wireless Communications
8 Crown Plaza, Unit 106
Hazlet, NJ 07730

When The Mission is Critical

QUOTE

Date	QUOTE #
8/24/2018	453581

Name / Address
City of Asbury Park Finance Department One Municipal Plaza Asbury Park, NJ 07712

Ship To
City of Asbury Park Fire Department One Municipal Plaza Asbury Park, NJ 07712

Terms	Rep	F.O.B.	Solicitation #
Net 30	MC	HAZLET, NJ	

Item	Description	Qty	List Price	NJ % Disc.	NJ Net Price	Total
NMO700	NMO700 Stainless Spring Base / Whip, Enc, 3.4 dB, 740 - 860 MHz, .100 Dia Stainless Whip	1	45.00	15	38.25	38.25
NMOKHFUDTHK25	NMO High Frequency Thick Mount, 1/2" Thick Surface, 25' UD, No Conn	1	48.00	15	38.40	38.40
			Total		\$3,520.85	

Quote Valid for 30 Days

Phone #	Fax #	Web Site	Email Orders To:
732-888-9300	732-888-9388	www.PMC-Wireless.com	orders@PMC-wireless.com



RESOLUTION NO. 2018-333

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

RESOLUTION AUTHORIZING THE PURCHASE OF A MINI-SPLIT AIR CONDITIONER

WHEREAS, the City has a need to purchase a Mini-Split Air Conditioner for the Police Server Room; and

WHEREAS, the City has solicited and obtained two quotes from Mark's HVAC LLC and The William R. Hogg Company; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to Mark's HVAC LLC in an amount of \$7,735.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-169-006. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a Mini-Split Air Conditioner in the amount of \$7,735.00 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Director of Purchasing.

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. 2018-333 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK

Mark's HVAC LLC.
 3118 Madison Ave
 Toms river, NJ 08753 US
 airman8345@aol.com

Estimate

ADDRESS

Joe Dellaragione
 City Of Asbury
 One Municipal Plaza
 Asbury Park, New Jersey 07712
 USA

ESTIMATE #	DATE
1035	08/14/2018

SALES REP
 Mark Attias

ACTIVITY	QTY	RATE	AMOUNT
APU36RLXB New 3ton Fujitsu ductless mini split system complete with wi fi Module. Replace all copper piping from wall mount to condenser. Electrical work by others. Complete installation of new ductless system in server/radio room. Electrical work by others.	1	7,735.00	7,735.00
TOTAL			\$7,735.00

Accepted By

Accepted Date

Attachment: Air Conditioner for Police Server Room - Quotes (2018-333 : Authorizing the Purchase of a Mini-Split Air Conditioner)

Serving The Shore Area Since 1900

STATE PLUMBING LICENSE #BI007699

STATE HVAC LICENSE #19CH0013180

The WILLIAM R. HOGG COMPANY, INC.
Plumbing - Heating - Air Conditioning
Contractors

4TH AVE. & MEMORIAL DRIVE
 P.O. BOX 840
 ASBURY PARK, NJ 07712
 732-775-3193
 732-775-3544 FAX

July 20, 2018

City of Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712
 Attn: P.O. Kirby Vargas Jr.

Dear P.O. Vargas:

Re: Server Room Air Conditioning

Thank you for considering THE WILLIAM R. HOGG COMPANY, INC. regarding replacement of the present mini-split air conditioner that serves the server/radio room as discussed during our meeting July 18, 2018.

The present wall mounted indoor unit and the outdoor unit adjacent to the tower will be disconnected and removed.

A new Fujitsu Model 36RLXB Three Ton Split System will be furnished and installed along with a WiFi Module to remotely operate the system. The indoor and outdoor units will be located where the present components are installed. The present refrigerant line set will be flushed and used again.

This installation is guaranteed to be free from defects in material and workmanship for a period of one year from the date of completion. Should a defect appear during that time correction will be completed at no cost to you.

The WM. R. HOGG COMPANY, INC. is insured for workers compensation and general liability.

This Quotation does NOT INCLUDE the electrical work that your electrician must complete.

Our Guarantee is Your Assurance of Perfect Satisfaction

Attachment: Air Conditioner for Police Server Room - Quotes (2018-333 : Authorizing the Purchase of a Mini-Split Air Conditioner)

Page 2

July 20, 2011

P.O. Kirby Vargas

This installation will be completed in a neat and workmanlike manner for the sum of SIX THOUSAND FIVE HUNDRED FIFTY (\$6,550.00) DOLLARS payable as follows:

\$3,250.00 upon acceptance of this Quotation; and
the balance upon completion.

Thank you for the opportunity of serving you.

Yours truly,
THE WM. R. HOGG COMPANY, INC

Andrew C. Beringer
Estimator

Accepted: _____

Date: _____

Does not include replacement of all copper piping from
wall mount to condenser.

Attachment: Air Conditioner for Police Server Room - Quotes (2018-333 : Authorizing the Purchase of a Mini-Split Air Conditioner)



RESOLUTION NO. 2018-334

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

RESOLUTION AUTHORIZING THE PURCHASE OF FIRSTNET READY ROUTERS AND ACCESSORIES FOR POLICE VEHICLES

WHEREAS, the City has a need to purchase twenty (20) Firstnet Ready Routers and accessories for Police vehicles; and

WHEREAS, the City has obtained the attached quotes totaling \$22,860.00

- Wireless Communications & Electronics in the amount of \$22,860.00 off of NJ NASPO Panasonic Contract #89980

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$22,860.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-174-002. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of twenty (20) Firstnet Ready Routers and accessories in the amount of \$22,860.00 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Director of Purchasing.

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. 2018-334 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK

153 Cooper Road
West Berlin, NJ 08091

Proposal ==

Name	Asbury Park Police
Address	One Municipal Plaza
Cty,St,Zip	Asbury Park, NJ 07712
Attention	Kirby Vargas

Date 7/20/2018
Acct. Mgr. Rich Goldberg
rgoldberg@wirelessce.com
Quotation # Q072018

ITEM	MODEL/DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	MP70 Firstnet Ready Router - DC, 3 year warranty SKU # 1104073 MSRP \$899.00	20	\$ 829.00	\$ 16,580.00
2	AntennaPlus 6-in-1 Dome Antenna SKU # 6001129 MSRP \$365.00	20	\$ 299.00	\$ 5,980.00
3	Cat6 Ethernet Cable SKU # 54689 MSRP \$18.00	20	\$ 15.00	\$ 300.00
	Note: We will issue a credit for the (3) modems / (3) antennas on PO 18-01402 once the invoice is paid.			
	NJ NASPO Panasonic Contract # 89980 11% off Accessories / 0% Services			

Terms: net/30 upon receipt of invoice
 Ship Quote: 3-4 weeks from receipt of order
 Shipping: F.O.B. Ship Pt
 Quote: Valid for 90 days

EQUIPMENT TOTAL	\$	22,860.00
Installation/Configuration		\$4,000.00
SYSTEM TOTAL	\$	26,860.00

Phone: 856-768-4310 Fax: 856-753-9290

Attachment: Wireless Police Routers - Quote (2018-334 : Authorizing the Purchase of Firstnet Ready Routers and Accessories for Police



RESOLUTION NO. 2018-335

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

RESOLUTION AUTHORIZING THE PURCHASE OF PANASONIC TABLETS AND ACCESSORIES FOR POLICE VEHICLES

WHEREAS, the City has a need to purchase five (5) Panasonic Tablets and Accessories for Police vehicles; and

WHEREAS, the City has obtained the attached quotes totaling \$26,951.54

- Wireless Communications & Electronics in the amount of \$26,951.54 off of NJ NASPO Panasonic Contract #89980

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$26,951.54; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-174-002. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of five (5) Panasonic Tablets and Accessories in the amount of \$26,951.54 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Director of Purchasing.

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. 2018-335 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK

Proposal =

Date 7/23/2018
Sales Rep Rich Goldberg
rgoldberg@wirelessce.com
Quotation # Q072318

[illegible]

EQUIPMENT TOTAL \$	26,951.54
INSTALLATION	\$2,250.00
SYSTEM TOTAL \$	29,201.54

Packet Pg. 105



RESOLUTION NO. 2018-336

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

RESOLUTION AUTHORIZING THE PURCHASE OF A SHREDDER FOR THE FINANCE OFFICE

WHEREAS, the City has a need to purchase a shredder for the Finance Office; and

WHEREAS, the City has obtained the attached quotes totaling \$2,456.00

- Atlantic Tomorrow's Office in the amount of \$2,456.00 off of GSA Contract Number GS-25F-0024M, SIN 752-200

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$2,456.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-165-004. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a shredder for the Finance Office in the amount of \$2,456.00 and a copy of this Resolution shall be provided to the City Manager, CFO and Director of Purchasing.

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. 2018-336 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

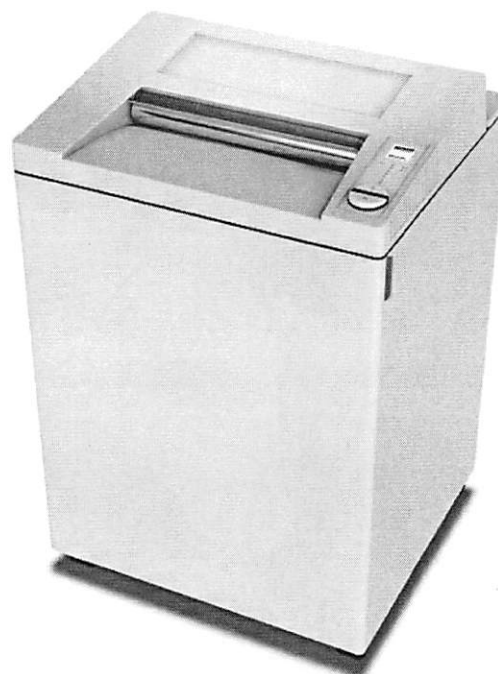
CINDY A. DYE
CITY CLERK

DESTROYIT® 3804

Attractively priced Centralized shredder with ECC (Electronic Capacity Control) and a super wide, 16 inch feed opening. Shred bin holds 44 gallons.

Security level P-2	6 mm strip-cut (1/4 inch)
Sheet capacity:	29-31*
Security level P-4	4 x 40 mm cross-cut (3/16 x 1 1/2 inches)
Sheet capacity:	24-26*
Security level P-5	2 x 15 mm cross-cut (3/32 x 5/8 inches)
Sheet capacity:	12-14*

*Certified using 8 1/2" x 11" 20 lb. bond and recommended power supply.



Comprehensive SPS safety package: Easy Switch control element uses illuminated color codes and symbols to indicate operational status and functions as an emergency stop switch; patented, electronically controlled, transparent safety shield in the feed opening; automatic power cut-off when cabinet is opened or shred bin is full; automatic reverse and power cut-off when overfed; double protection against overheating; Zero Energy Consumption sleep mode cuts off power supply after 30 minutes of inactivity.

Automatic start and stop controlled by photo cell. Patented Electronic Capacity Control (ECC) indicator prevents jams by monitoring sheet capacity levels during operation. High quality, hardened steel cutting shafts take staples, paper clips, and credit cards (strip-cut and 4 x 40 cross-cut models take CDs / DVDs). Lifetime warranty on the cutting shafts. Quiet and powerful single phase motor rated for continuous operation. Sturdy Twin Drive System with fully enclosed gear box housing. High quality wooden cabinet mounted on casters. Convenient, environmentally friendly shred bin does not require disposable shred bags.

Specifications

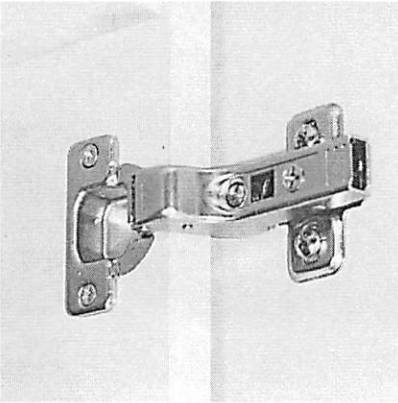
Shred volume, gallons	44
Feed opening, inches	16
Electrical requirements, volts	115
Maximum horsepower	1
Dimensions (D x W x H), inches	23 1/4 x 25 1/4 x 38 1/4
Shipping weight, pounds	232 (sc), 233 (cc)

WWW.MBMCORP.COM
TEL: 800-223-2508

WWW.IDEAL-MBM.COM
TEL: 800-387-2528

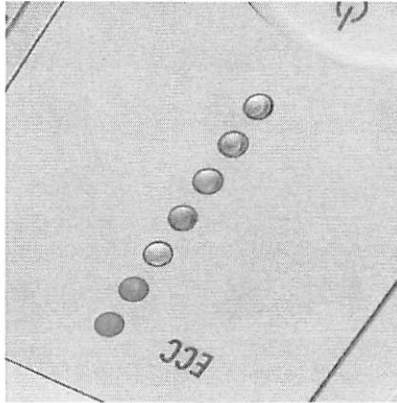


All technical data is approximate and subject to change. © MBM Corporation, 3/2014.



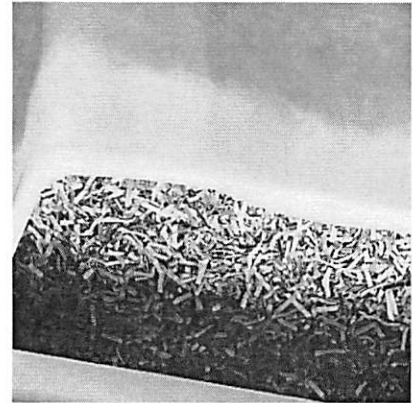
QUALITY COMPONENTS

Cabinet doors are equipped with high quality adjustable metal hinges.



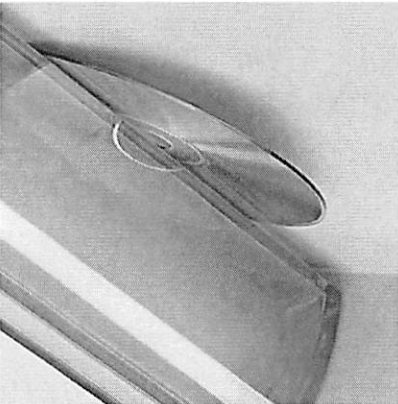
CAPACITY INDICATOR

Patented Electronic Capacity Control (ECC) indicator monitors sheet capacity levels during operation to prevent jams.



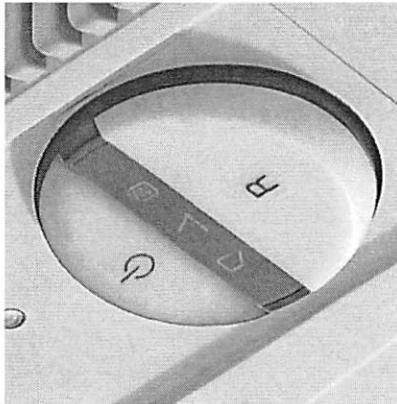
ENVIRONMENTALLY FRIENDLY BIN

Durable, lightweight shred bins can be used with or without disposable bags.



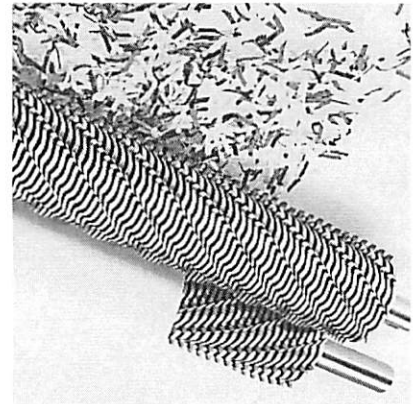
SAFE SHREDDING OF CDs / DVDs

An electronically controlled, transparent safety shield protects the operator from stray splinters of plastic.



EASY SWITCH

Multifunction control element uses optical signals to indicate operational status and functions as an emergency stop switch.



SOLID STEEL CUTTING SHAFTS

High grade, hardened steel cutting shafts are milled in our Balingen factory and warranted for life.

Features

DESTROYIT® 3804

What level of security do you need?

SHREDDER SECURITY LEVELS & CUT DIMENSIONS

LEVEL 1



General Document Destruction

Strip Cut shred widths:

$\frac{3}{8}$ in to $\frac{1}{2}$ in

10.5 mm to 11.8 mm

LEVEL 2



Destruction of Sensitive Internal Company and / or Personal Documents Requiring Higher Security than Level 1

Strip Cut shred widths:

$\frac{1}{8}$ in to $\frac{1}{4}$ in

3.9 mm to 5.8 mm

Cross/Diamond Cut shred ranges:

$\frac{9}{32}$ in x $1\frac{1}{2}$ in to $3\frac{5}{32}$ in 7.2 mm x 40 to 80 mm

$\frac{3}{8}$ in x $1\frac{1}{2}$ in to $3\frac{5}{32}$ in 10.5 mm x 40 to 80 mm

LEVEL 3



Destruction of Confidential Personal & Business Documents

Strip Cut shred width:

$\frac{1}{16}$ in

1.9 mm

Cross/Diamond Cut shred ranges:

$\frac{1}{8}$ in x $1\frac{1}{8}$ in to 2 in 3.9 mm x 30 to 50 mm

$\frac{1}{4}$ in x 2 in 5.8 mm x 50 mm

$\frac{3}{16}$ in x $1\frac{1}{2}$ in to $2\frac{3}{4}$ in 4.5 mm x 40 to 70 mm

$\frac{5}{32}$ in x 1 in 4 mm x 25 mm

$\frac{1}{4}$ in x $1\frac{1}{2}$ in to 2 in 6 mm x 40 to 53 mm

LEVEL 4



Destruction of Confidential Documents Crucial to a Company's Existence

Cross Cut shred ranges:

$\frac{1}{16}$ in x $\frac{5}{8}$ in

1.9 mm x 15 mm

$\frac{1}{16}$ in x $\frac{5}{8}$ in

2 mm x 15 mm

LEVEL 5



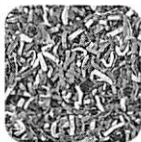
Destruction of Secret Documents as Required for Government Offices or Important Research

Cross Cut shred dimensions:

$\frac{1}{32}$ in x $\frac{7}{16}$ in

0.78 mm x 11 mm

LEVEL 6



High Security Destruction of Top Secret Documents

Cross Cut shred dimensions:

$\frac{1}{32}$ in x $\frac{3}{16}$ in

1 mm x 5 mm

For higher security levels and commercial-grade shredders, see your store representative, call 1-800-GO-DEPOT or click on www.officedepot.com.

Tracy Lizardi

From: Alan Walker <awalker@tomorrowsoffice.com>
Sent: Tuesday, September 4, 2018 4:01 PM
To: purchasing@cityofasburypark.com
Subject: Shredder cost

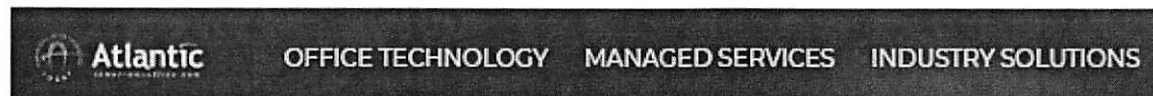
Tracy, sorry it took so long to get back to you, when there are layers of people to get an answer from sometimes it takes a little longer, retail price is \$ 3,749 less government discount, your cost is \$ 2,456.
 Let me know your thoughts.

Thank you!
 Alan

Alan Walker | Educational/Government/Senior Account Manager

Email: awalker@tomorrowsoffice.com
 Phone: (866) 785-8475 x7211
 For Copier Support: servicecall@tomorrowsoffice.com
 For IT Support: atlanticitsupport@tomorrowsoffice.com

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From: purchasing@cityofasburypark.com <purchasing@cityofasburypark.com>
Sent: Wednesday, August 29, 2018 9:47 AM

Tracy Lizardi

From: Alan Walker <awalker@tomorrowsoffice.com>
Sent: Wednesday, September 5, 2018 2:20 PM
To: purchasing@cityofasburypark.com
Subject: RE: Shredder cost

It's under a federal contract, there is no state contract for shredders.

GSA Contract Number GS-25F-0024M

SIN 75-200

Alan Walker | Educational/Government/Senior Account Manager

Email: awalker@tomorrowsoffice.com

Phone: (866) 785-8475 x7211

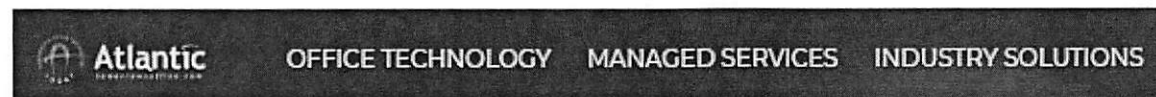
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From: purchasing@cityofasburypark.com <purchasing@cityofasburypark.com>
Sent: Wednesday, September 05, 2018 2:05 PM
To: Alan Walker <awalker@tomorrowsoffice.com>
Subject: RE: Shredder cost



RESOLUTION NO. 2018-337

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

RESOLUTION AUTHORIZING THE PURCHASE OF A SHREDDER FOR THE POLICE DEPARTMENT

WHEREAS, the City has a need to purchase a shredder for the Police Department; and

WHEREAS, the City has obtained the attached quotes totaling \$2,456.00

- Atlantic Tomorrow's Office in the amount of \$2,456.00 off of GSA Contract Number GS-25F-0024M, SIN 752-200

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$2,456.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-998-002. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a shredder for the Police Department in the amount of \$2,456.00 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Director of Purchasing.

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. 2018-337 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

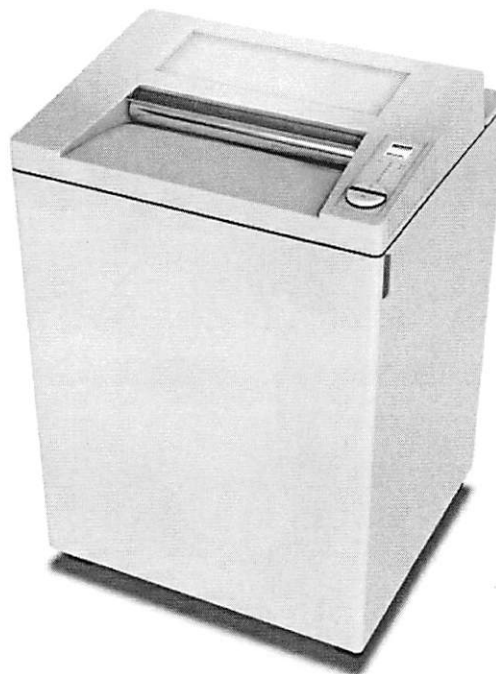
CINDY A. DYE
CITY CLERK

DESTROYIT® 3804

Attractively priced Centralized shredder with ECC (Electronic Capacity Control) and a super wide, 16 inch feed opening. Shred bin holds 44 gallons.

Security level P-2	6 mm strip-cut (1/4 inch)
Sheet capacity:	29-31*
Security level P-4	4 x 40 mm cross-cut (3/16 x 1 1/2 inches)
Sheet capacity:	24-26*
Security level P-5	2 x 15 mm cross-cut (3/32 x 5/8 inches)
Sheet capacity:	12-14*

*Certified using 8 1/2" x 11" 20 lb. bond and recommended power supply.



Comprehensive SPS safety package: Easy Switch control element uses illuminated color codes and symbols to indicate operational status and functions as an emergency stop switch; patented, electronically controlled, transparent safety shield in the feed opening; automatic power cut-off when cabinet is opened or shred bin is full; automatic reverse and power cut-off when overfed; double protection against overheating; Zero Energy Consumption sleep mode cuts off power supply after 30 minutes of inactivity.

Automatic start and stop controlled by photo cell. Patented Electronic Capacity Control (ECC) indicator prevents jams by monitoring sheet capacity levels during operation. High quality, hardened steel cutting shafts take staples, paper clips, and credit cards (strip-cut and 4 x 40 cross-cut models take CDs / DVDs). Lifetime warranty on the cutting shafts. Quiet and powerful single phase motor rated for continuous operation. Sturdy Twin Drive System with fully enclosed gear box housing. High quality wooden cabinet mounted on casters. Convenient, environmentally friendly shred bin does not require disposable shred bags.

Specifications

Shred volume, gallons	44
Feed opening, inches	16
Electrical requirements, volts	115
Maximum horsepower	1
Dimensions (D x W x H), inches	23 1/4 x 25 1/4 x 38 1/4
Shipping weight, pounds	232 (sc), 233 (cc)

WWW.MBMCORP.COM
TEL: 800-223-2508

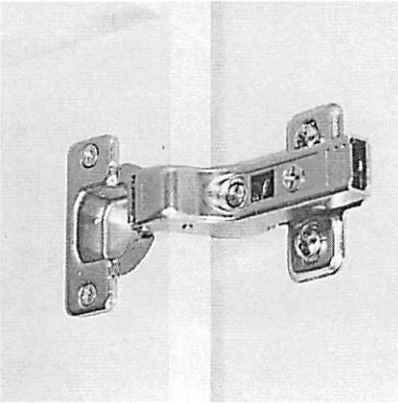
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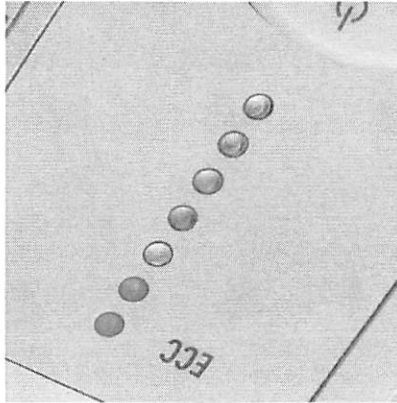
All technical data is approximate and subject to change. © MBM Corporation, 3/2014.



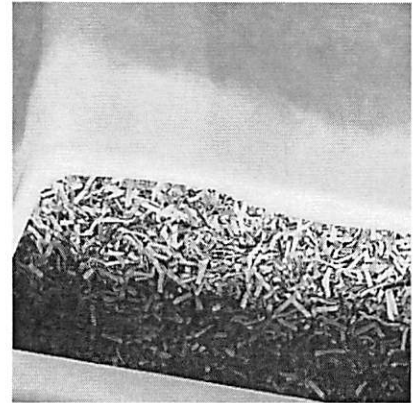
QUALITY COMPONENTS
Cabinet doors are equipped with high quality adjustable metal hinges.



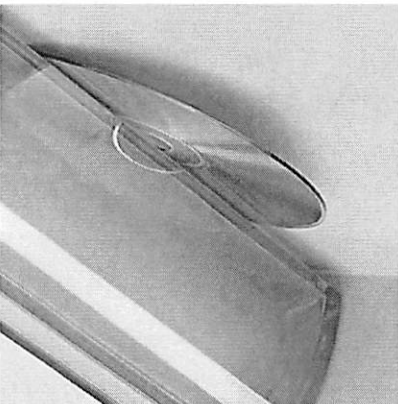
CAPACITY INDICATOR
Patented Electronic Capacity Control (ECC) indicator monitors sheet capacity levels during operation to prevent jams.



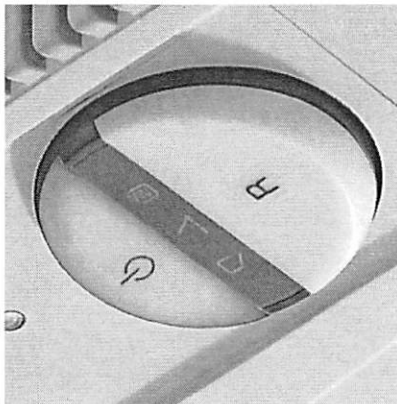
ENVIRONMENTALLY FRIENDLY BIN
Durable, lightweight shred bins can be used with or without disposable bags.



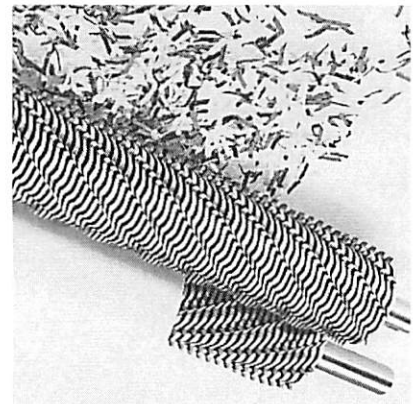
SAFE SHREDDING OF CDs / DVDs
An electronically controlled, transparent safety shield protects the operator from stray splinters of plastic.



EASY SWITCH
Multifunction control element uses optical signals to indicate operational status and functions as an emergency stop switch.



SOLID STEEL CUTTING SHAFTS
High grade, hardened steel cutting shafts are milled in our Balingen factory and warranted for life.



Features

DESTROYIT® 3804

What level of security do you need?

SHREDDER SECURITY LEVELS & CUT DIMENSIONS

LEVEL 1



General Document Destruction

Strip Cut shred widths:

$\frac{3}{8}$ in to $\frac{1}{2}$ in

10.5 mm to 11.8 mm

LEVEL 2



Destruction of Sensitive Internal Company and / or Personal Documents Requiring Higher Security than Level 1

Strip Cut shred widths:

$\frac{1}{8}$ in to $\frac{1}{4}$ in

3.9 mm to 5.8 mm

Cross/Diamond Cut shred ranges:

$\frac{9}{32}$ in x $1\frac{1}{2}$ in to $3\frac{5}{32}$ in 7.2 mm x 40 to 80 mm

$\frac{3}{8}$ in x $1\frac{1}{2}$ in to $3\frac{5}{32}$ in 10.5 mm x 40 to 80 mm

LEVEL 3



Destruction of Confidential Personal & Business Documents

Strip Cut shred width:

$\frac{1}{16}$ in

1.9 mm

Cross/Diamond Cut shred ranges:

$\frac{1}{8}$ in x $1\frac{1}{8}$ in to 2 in 3.9 mm x 30 to 50 mm

$\frac{1}{4}$ in x 2 in 5.8 mm x 50 mm

$\frac{3}{16}$ in x $1\frac{1}{2}$ in to $2\frac{3}{4}$ in 4.5 mm x 40 to 70 mm

$\frac{5}{32}$ in x 1 in 4 mm x 25 mm

$\frac{1}{4}$ in x $1\frac{1}{2}$ in to 2 in 6 mm x 40 to 53 mm

LEVEL 4



Destruction of Confidential Documents Crucial to a Company's Existence

Cross Cut shred ranges:

$\frac{1}{16}$ in x $\frac{5}{8}$ in

1.9 mm x 15 mm

$\frac{1}{16}$ in x $\frac{5}{8}$ in

2 mm x 15 mm

LEVEL 5



Destruction of Secret Documents as Required for Government Offices or Important Research

Cross Cut shred dimensions:

$\frac{1}{32}$ in x $\frac{7}{16}$ in

0.78 mm x 11 mm

LEVEL 6



High Security Destruction of Top Secret Documents

Cross Cut shred dimensions:

$\frac{1}{32}$ in x $\frac{3}{16}$ in

1 mm x 5 mm

For higher security levels and commercial-grade shredders, see your store representative, call 1-800-GO-DEPOT or click on www.officedepot.com.

Tracy Lizardi

From: Alan Walker <awalker@tomorrowsoffice.com>
Sent: Tuesday, September 4, 2018 4:01 PM
To: purchasing@cityofasburypark.com
Subject: Shredder cost

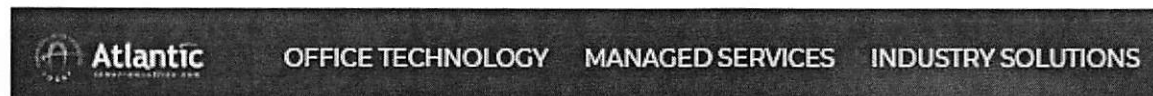
Tracy, sorry it took so long to get back to you, when there are layers of people to get an answer from sometimes it takes a little longer, retail price is \$ 3,749 less government discount, your cost is \$ 2,456.
 Let me know your thoughts.

Thank you!
 Alan

Alan Walker | Educational/Government/Senior Account Manager

Email: awalker@tomorrowsoffice.com
 Phone: (866) 785-8475 x7211
 For Copier Support: servicecall@tomorrowsoffice.com
 For IT Support: atlanticitsupport@tomorrowsoffice.com

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From: purchasing@cityofasburypark.com <purchasing@cityofasburypark.com>
Sent: Wednesday, August 29, 2018 9:47 AM

Attachment: Atlantic Tomorrow - Shredder (2018-337 : Authorizing the Purchase of a Shredder for the Police Department)

Tracy Lizardi

From: Alan Walker <awalker@tomorrowsoffice.com>
Sent: Wednesday, September 5, 2018 2:20 PM
To: purchasing@cityofasburypark.com
Subject: RE: Shredder cost

It's under a federal contract, there is no state contract for shredders.

GSA Contract Number GS-25F-0024M

SIN 75-200

Alan Walker | Educational/Government/Senior Account Manager

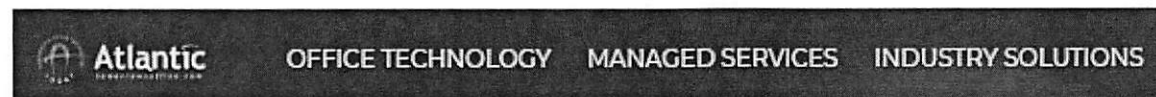
Email: awalker@tomorrowsoffice.com

Phone: (866) 785-8475 x7211

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For IT Support: atlanticitsupport@tomorrowsoffice.com

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From: purchasing@cityofasburypark.com <purchasing@cityofasburypark.com>
Sent: Wednesday, September 05, 2018 2:05 PM
To: Alan Walker <awalker@tomorrowsoffice.com>
Subject: RE: Shredder cost



RESOLUTION NO. 2018-338

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

RESOLUTION AUTHORIZING THE PURCHASE OF A DIESEL BRUSH CHIPPER FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City has a need for a diesel brush chipper within the Department of Public Works; and

WHEREAS, the City has obtained the attached quote from Vermeer North Atlantic totaling \$36,177.00 for a diesel brush chipper from Sourcewell (formerly NJPA) National Cooperative Ground Maintenance Contract Number 062117 in which the City is a member with a membership number of 18864; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to the vendor in an amount listed above and is authorized to purchase from national cooperatives as outlined in LFN 2012-10; and

WHEREAS, no fund shall be expended until N.J.S.A.40A: 2-18 Capital Ordinance Effective Date is met; and

WHEREAS, the City Clerk shall advertise this award as per the requirements of LFN 2012-10; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-174-003. The maximum dollar value of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of a Diesel Brush Chipper for a total amount of \$36,177.00 from Vermeer North Atlantic.; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that no fund shall be expended until N.J.S.A.40A: 2-18 Capital Ordinance Effective Date is met

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

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. 2018-338 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK

2018 Vermeer Corporate Account Pricing
Sourcewell Grounds Maintenance Contract # 062117-VRM

☒ QUOTE
☐ ORDER



BC1000XL 74 - 12" Brush Chipper with 74 hp Tier 4F Engine

Basic Unit (Use this pricing if specifications beyond those shown below are desired)

BC1000XL Brush Chipper (12" capacity drum style) w/ 74 hp Deutz TD2.9L diesel Tier 4 Final engine, isolated engine and cutter housing, 12"x17" feed opening, high coolant temperature and low oil pressure automatic shutdown, LED trailer lighting, live hydraulics, horizontal feed roller, SmartFeed, ECO Idle, 25 gallon fuel tank, lockable steel engine shields, jack and infeed table w/ lower feed stop bar (421); 5200 lbs. Torflex axle w/ electric brakes, telescoping tongue, pintle hitch, break-away switch, 6-bolt ST235/80R16 LRE tires (027); basic discharge deflector (019); basic sound reduction (single-layer infeed curtain and standard discharge chute) (086); Deutz instrumentation panel (includes multifunction electronic display and fuel gauge) (428)

For additional options, see "Optional Features" section below.

☐ Basic Unit Price:

Value Package (31VP) (Receive additional savings by ordering unit with most commonly requested specifications)

To receive addl savings, order unit as specified above, "As Is" with NO change to options shown above.

☒ Value Package Price: **\$34,877.00**

☐ Replace pintle hitch w/ 2" ball hitch - p/n 120015001

To receive "Optional Features" below, add to "Basic Unit" price above to arrive at final pricing. DO NOT add to "Value Package" pricing.

Optional Features:

Add to Basic Unit Price:

- ☐ 7000 lbs. Torflex axle w/ electric brakes, telescoping tongue, pintle hitch, break-away switch, 8-bolt ST235/80R16 LRE tires (028)
- ☐ 5200 lbs. Torflex axle w/ hydraulic brakes, fixed tongue, pintle hitch, break-away switch, 6-bolt ST235/80R16 LRE tires (029)
- ☐ 2" Ball Hitch (part # 120015001 - must be ordered thru Parts Dept)
- ☐ Deluxe Discharge Deflector (quick ground adjustment) (020)
- ☐ Deluxe Sound Reduction (triple-layer infeed curtain and coating on discharge chute) (087)
- ☐ Instrument Panel Cover (lockable) (112)
- ☐ Belt and Knife Service Kit (992)
- ☐ Flag Mounts (993)
- ☐ Cone Storage Mount (994)
- ☐ Miscellaneous Features: sales code _____
- ☐ 3rd Year Parts and Labor Warranty (P1.3)

\$ _____

Total: **\$34,877.00**
Dealer Freight & Prep: **\$1,300.00**
Quantity: **1**

Grand Total: **\$36,177.00**

Pricing effective 07/01/18

NOTE: All pricing in USD \$

NOTE: Include applicable sales tax

Quotes valid for 30 days

ACCEPTED:

Vermeer

BY: _____

DATE: _____

Customer

BY: _____

DATE: _____

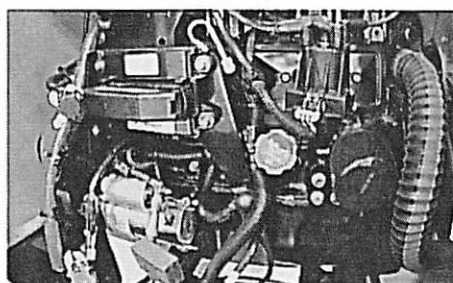
Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes, or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model. For complete product specifications, please contact your local authorized Vermeer dealer. Unless otherwise noted, dealer freight & prep to be determined.



BC1000XL GAS BRUSH CHIPPER



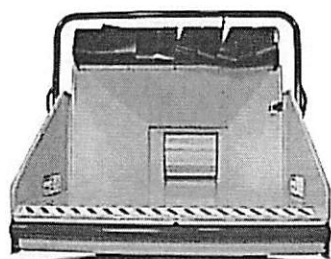
SMARTFEED. A patented feed-sensing control system that monitors engine rpm and automatically stops and reverses feed rollers when feeding large, hardwood material. With a simple switch, an operator can choose between three rpm droop settings to fit the specific job application.



ELECTRONIC FUEL INJECTION (EFI) ENGINE. An 89 hp (66 kW) Power Solutions International (PSI) 3.0L EFI gas engine performs well during cold-weather starts, and provides improved fuel economy over comparable carbureted gas engines and increased/faster engine response under load.

ECOIDLE

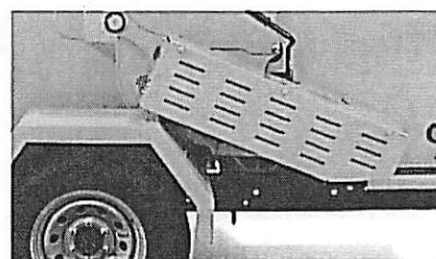
ECOIDLE™ ENGINE CONTROL SYSTEM. The Ecolidle engine control system can help consume less fuel if the feeding process has frequent interruptions, and also aid in noise reduction.



LARGE INFEED OPENING. The BC1000XL features a 12" (30.5 cm) tall and 17" (43.2 cm) wide infeed opening. This design can help boost productivity by decreasing the amount of trim cuts needed prior to processing.



EXTENDED WARRANTY. The 3-year/3000-hour extended limited warranty on drum housing, cutter drum, shaft and hubs offers you peace of mind, in addition to the 1-year/1000-hour Vermeer equipment limited warranty.



CLUTCHLESS PTO. The throttle integrated with the belt drive engagement process helps ensure that the PTO can be engaged only while the engine is at low idle/low rpm. Automatically, the engine throttles up to full rpm after the belt drive is fully engaged. This system helps to reduce premature wear to the belt drive system by preventing high idle engagement of the cutter drum.



RESOLUTION NO. 2018-339

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK DETERMINING THAT THE DEVELOPMENT OF AFFORDABLE HOUSING AT 1274 WASHINGTON BLOCK 1403, LOT 11 AND 1276 WASHINGTON BLOCK 1403, LOT 10 WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF ASBURY PARK FOR HOME FINANCING

WHEREAS, Interfaith Neighbors, Inc. (hereinafter referred to as “Sponsor”) proposes to construct an affordable housing project consisting of a two-family duplex consisting of two-rental housing units located at 1274 Washington Block 1403, lot 11 and 1276 Washington Block 1403, lot 10, as shown on the official assessment map of the City of Asbury Park, which shall be available to low or moderate-income residents as part of Interfaith Neighbors ‘Rent to Own’ program, and

WHEREAS, the Project will be subject to the County of Monmouth HOME Investment Partnership Act Program (hereinafter “HOME Program”); and

WHEREAS, pursuant to the HOME Program requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

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

- (1) The Mayor and Council find and determine that 1274 Washington (Block 1403, lot 11) and 1276 Washington (Block 1403, lot 10), as proposed by the Sponsor, meets or will meet an existing housing need; and
- (2) The Mayor and Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity within the provisions of the HOME Program to enable the County of Monmouth to process the Sponsor’s application for HOME Program funding to finance the Project.

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. 2018-339 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-340

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK DETERMINING THAT THE DEVELOPMENT OF AFFORDABLE HOUSING FOR THE PROJECT KNOWN AS PARKVIEW AP WILL ADDRESS AN EXISTING HOUSING NEED IN THE CITY OF ASBURY PARK FOR HOME FINANCING (BLOCK 803, LOTS 1-14)

WHEREAS, Interfaith Neighbors, Inc. (hereinafter referred to as “Sponsor”) proposes to construct an affordable housing project consisting of twenty units which shall be a mixture flow moderate and emerging market (up to 120% of area median) affordable units known as Parkview AP -Block 803, Lots 1-14 as shown on the official assessment map of the City of Asbury Park, Monmouth; and

WHEREAS, the Project will be subject to the County of Monmouth HOME Investment Partnership Act Program (hereinafter “HOME Program”); and

WHEREAS, pursuant to the HOME Program requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

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

- (1) The Mayor and Council find and determine Parkview AP -Block 803, Lots 1-14 as proposed by the Sponsor, meets or will meet an existing housing need; and
- (2) The Mayor and Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity within the provisions of the HOME Program to enable the County of Monmouth to process the Sponsor’s application for HOME Program funding to finance the Project.

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. 2018-340 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 13th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



RESOLUTION NO. 2018-341

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

RESOLUTION PROVIDING FOR VERIFICATION OF OWNERSHIP OF THE FIRE HOUSE PROPERTY

WHEREAS, the New Jersey Economic Development Authority (NJEDA) is requesting proof of ownership of the Fire House located at 800 Main Street, Asbury Park, NJ 07712 to process a grant application; and

WHEREAS, The City does not have a copy of the deed as the property has been in the City's possession for well over one hundred (100) years; and

WHEREAS, this Resolution shall confirm that the tax records demonstrate that the City owns the property; and

WHEREAS, the City Manager shall forward a copy of this resolution to the NJEDA.

THEREFORE, the City Council of the City of Asbury Park hereby certifies that the City owns the Fire House located at 800 Main Street.

THEREFORE, BE IT FURTHER RESOLVED, that the City Manager forward this Resolution to the NJEDA.

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. 2018-341 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CERTIFIED BY ME THIS 12th DAY OF September, 2018.

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-37**

AN ORDINANCE AMENDING SECTION 3-35, ENTITLED "SLEEPING IN PUBLIC PLACES," OF CHAPTER III, "POLICE REGULATIONS," OF THE "REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY"

WHEREAS, the Mayor and Council of the City of Asbury Park (the "City") wish to make certain revisions to the City Code.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that Section 3-35, entitled "Sleeping in Public Places," of Chapter III, "Police Regulations," of the "Revised General Ordinances of the City of Asbury Park, New Jersey," is hereby amended in the following respects (deletions are shown with ~~strikeout~~):

CHAPTER III

POLICE REGULATIONS

3-35 SLEEPING IN PUBLIC PLACES.

~~3-35.1 Definitions.~~

~~As used in this section:~~

~~Loiter shall encompass, but shall not necessarily be limited to, one or more of the following acts:~~

- ~~a. Obstruction of the free unhampered passage of pedestrians or vehicles.~~
- ~~b. Obstructing, molesting or interfering with any person lawfully upon any street, park, beach, boardwalk or other public place.~~
- ~~c. Remain idle in essentially one location without being able to establish having a legitimate business or purpose in so remaining idle or, by conduct, exhibiting the absence of a lawful purpose in so remaining idle.~~
- ~~d. Conduct involving the concept of standing idly by, loafing, walking about aimlessly without purpose and including the colloquial expression of "hanging around."~~
- ~~e. Refusing to move on when so requested by a peace officer, provided that the peace officer has exercised his/her discretion reasonably under the circumstances in order to preserve or promote public peace and order.~~

~~Open public place shall be deemed to include the quasi-public area in front of or adjacent to any store, shop, restaurant, luncheonette or other place of business and shall also include any parking lots or other vacant buildings or properties.~~

~~3-35.2~~ 3-35.1 Sleeping in Public Places Prohibited.

~~a. No person shall loiter, lounge or sleep in or upon any public street, highway, park, boardwalk, beach, pavilion or other public place, or in any public building, or obstruct access to any public building or any part thereof or obstruct passage through or upon any public street, park, beach, boardwalk or public place.~~

~~b. a.~~ It shall be unlawful for any person to sleep upon any beach, in any public park or other public place between the hours of 12:00 midnight and 8:00 a.m., local time prevailing, unless appropriate approval has been obtained from the City in advance.

~~c. b.~~ No person shall at any time use any automobile, truck or other motor vehicle, or any vehicle of any description, while the same is parked on any of the public streets, ways, or alleys, or in any public or quasi-public place, ~~driveway, or in any public or quasi-public~~ lot or premises, for sleeping or living purposes.

~~d. c.~~ Unless appropriate approval has been obtained from the City in advance, ~~it~~ shall be unlawful for any person to set up tents, shacks, or any other temporary shelter for the purpose of overnight camping, ~~nor shall any person leave in any park or in or on any public beach;~~ public street, way, alley; or in any other public or quasi-public place, ~~driveway,~~ lot or premises, ~~any moveable structure or special vehicle to be used or that could be used for such purpose, such as house trailer, camp trailer, camp wagon, or the like except in those areas designated for those purposes.~~

~~3-35.3~~ 3-35.2 Violations and Penalties.

Any person who is convicted of a violation of this section shall, upon conviction, be liable to the penalties set forth in Chapter I, Section 1-5.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-37 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CINDY A. DYE
CITY CLERK

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2018-41**

BOND ORDINANCE PROVIDING FOR THE ACQUISITION AND INSTALLATION OF LICENSE PLATE READERS AND ASSOCIATED SOFTWARE, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$175,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$175,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

SECTION 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized as a Parking Utility improvement or purpose to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”). For the said improvement or purpose stated in Section 3, there is hereby appropriated the sum of \$175,000 from the Parking Utility of the City, said sum being inclusive of all appropriations heretofore made therefor. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the “Local Bond Law”), no down payment is required as the Parking Utility of the City is self-liquidating.

SECTION 2. For the financing of said improvement or purpose described in Section 3 hereof, negotiable bonds of the Parking Utility of the City are hereby authorized to be issued in the principal amount of \$175,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the City in a principal amount not exceeding \$175,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvement hereby authorized and purpose for the financing of which said bonds or notes are to be issued are various Parking Utility Improvements including, but not limited to, the acquisition and installation, as applicable, of License Plate Readers and associated software; and acquisition and installation, as applicable of various software required for operations; and also including all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$175,000.

(c) The estimated cost of said improvement or purpose is \$175,000.

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City, for the improvement and purpose authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity, shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the City shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8(a). The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the Parking Utility of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs of the Parking Utility as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, will be on file in the Office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3 of this bond ordinance is not a current expense and is an improvement or purpose which the City may lawfully undertake as a Parking Utility improvement or purpose, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvement or purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is seven (7) years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$175,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$35,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

SECTION 8. The full faith and credit of the City is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The City covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

DATED: September 26, 2018

CINDY A. DYE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2018

JOHN MOOR,
Mayor of the City of Asbury Park



**Asbury Park, New Jersey
ORDINANCE NO. 2018-42**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XX
“ENVIRONMENTAL REGULATIONS” ADDING SECTION 20-3 PLASTIC BAGS OF
THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter XX, entitled “Environmental Regulations,” of the “Code of the City of Asbury Park, New Jersey” is hereby amended and supplemented in order to add a new Section 20-3 thereof, to be known as “Plastic Bags,” as follows:

CHAPTER XX

ENVIRONMENTAL REGULATIONS

20-3 PLASTIC BAGS.

20-3.1 Purpose.

The purpose of these provisions is to promote and operationalize:

- a. The protection of unique coastal resources found in the City of Asbury Park and identified for protection in policies of the NJDEP - Coastal Management Program; 42 U.S.C. 6901, *et seq.* Solid Waste Disposal Act.
- b. Compliance with federal and state mandates for Clean Water (including National Pollutant Discharge Elimination System Permit Program) 33 U.S.C. 1251, *et seq.* - Clean Water Act; N.J.S.A. 58:10A-1, *et seq.* - New Jersey Water Pollution Control Act.
- c. A reduction in the amount of plastic material that is manufactured, transported, handled/processed, and discarded, and the impacts associated with such activities.
- d. A reduction in the amount of waste/debris throughout the City of Asbury Park and bordering waterways, and the amount of material going to landfills.

20-3.2 Definitions.

“Carryout bag” means a single-use or reusable bag that is: (1) provided by a covered store to a customer at the point of sale and is used to carry goods from such store; or (2) provided by a street vendor. Such term shall not include reusable carryout bags or exempt bags.

“City” shall mean the City of Asbury Park.

“City Manager” shall mean the City Manager of the City of Asbury Park or his/her designee(s) authorized to carry out the provisions of this Section.

“Covered store” means (i) a food service establishment and (ii) a retail or wholesale establishment engaged in the sale of personal, consumer or household items including but not limited to drug stores, pharmacies, grocery stores, supermarkets, convenience food stores, food marts, or other retail establishments of any kind, that provide carryout bags to consumers in which to place items purchased or obtained at such establishment.

“Exempt bag” means any of the following: (i) a bag without handles to carry produce, meats, dry goods, dry cleaning, or other non-prepackaged food items to the point of sale within a store or market to prevent such food items from coming into direct contact, and/or intended to stop cross-contamination with other purchased items; (ii) a bag provided by a pharmacy to carry prescription drugs; or (iii) a bag associated with any purchase related to an individual(s) receiving public assistance, such as the New Jersey State Supplemental Nutritional Assistance Program, EBT Program, or New Jersey State Special Supplemental Nutrition Program for women, infants and children as full or partial payment, fixed income or disability; or (iv) any other bag to be exempted from the provisions of this Section as determined by the City Manager or his/her designee.

“Food service establishment” shall mean any establishment located in the City which serves made to order food for dine in, take out or delivery.

“Reusable carryout bag” means a bag with handles that is specifically designed and manufactured for multiple reuse and is either:

- (i) made of cloth or other machine washable fabric;
- (ii) made of durable plastic that is at least 2.25 mils thick; or
- (iii) defined as a reusable bag by the City Manager or his/her designee.

“Street vendor” means any person or business peddling, vending, selling, or displaying for sale on a seasonal or one-time basis any merchandise or food that is presented from a mobile setting including a vehicle, cart, tent, table, or stand. This includes all businesses at farmers markets, street festivals, and other events requiring group or special event permits.

20-3.3 Use of Single-Use Plastic Carryout Bags Prohibited.

Effective February 1, 2019, no operator of any covered store or street vendor within the City shall provide any single-use plastic carryout bag to any customer for the purpose of enabling a customer to transport products or goods out of the covered store or from the point of purchase, except in accordance with the provisions of this Section. Nothing in this Section shall be read to preclude operators of covered stores or street vendors from providing single-use paper bags to customers for a fee in accordance with Subsection 20-3.4 of this Chapter or from making reusable carryout bags available for sale to customers. No operator or street vendor shall

preclude customers from using their own reusable carryout bags.

20-3.4 Carryout Bag Fee.

a. Effective February 1, 2019, an operator of a covered store or a street vendor may provide a customer with a single-use plastic carryout bag, provided that the operator or street vendor shall impose and collect a fee of \$0.05 for each single-use plastic carryout bag provided to the customer. No covered store or street vendor shall be required to charge such fee for an exempt bag. All monies collected under this Section shall be retained by the covered store or street vendor.

b. No covered store or street vendor shall charge a carryout bag fee for bags of any kind provided by the customer in lieu of a carryout bag provided by any such covered store or street vendor.

c. No covered store or street vendor shall charge or prevent a person from using a bag of any kind that they have brought to any such covered store or street vendor for purposes of carrying goods from such store or street vendor.

20-3.5 Outreach and Education.

a. The City Manager or his/her designee shall establish an outreach and education program aimed at educating residents and covered stores on reducing the use of single-use carryout bags and increasing the use of reusable carryout bags.

b. To the extent practicable, the City Manager or his/her designee shall seek the assistance of private entities and local not-for-profit organizations to provide and distribute reusable carryout bags to residents and to covered stores.

20-3.6 Enforcement.

a. Any notice of violation issued pursuant to this Section shall be returnable in the City's municipal court, which shall have the power to impose penalties as provided herein.

b. The City Manager shall designate appropriate staff to enforce this Section, including but not limited to representatives of the Code Enforcement Department, Public Works Department, Building Department and the Recycling Coordinator.

20-3.7 Penalty.

Any person who is convicted of a violation of this Section shall, upon conviction, be liable to the penalties set forth in Chapter I, Section 1-5, of the City Code.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-42 which was finally adopted by the City Council at a meeting held on the 26th day of September, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-43**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XX
"ENVIRONMENTAL REGULATIONS" BY ADDING SECTION 20.6 "INVASIVE
PLANTS" OF THE "CODE OF THE CITY OF ASBURY PARK, NEW JERSEY."**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that Chapter XX "Environmental Regulations" Section 20-6 "Invasive Plants" of the "Code of the City of Asbury Park, New Jersey is hereby amended and supplemented in order to add the following:

CHAPTER XX

INVASIVE PLANTS

20-6.1 Purpose.

It is hereby found and declared that it will be the public policy of City of Asbury Park to take action to protect and promote the public health through the control of the growth of invasive plant species.

20-6.2 Definitions.

INVASIVE PLANTS

All native and non-native vines and vegetation that grow out of place and are competitive, persistent, and pernicious. These plants may damage trees, vegetation, or structures. Examples include but are not limited to bamboo (clumping, spreading or running type), ragweed, multi flora rose, kudzu-vine and poison ivy or oak.

20-6.3 Control of Growth.

All persons must control the growth of invasive plants. Failure to control the spread of such vegetation beyond the boundaries of a resident's property is a violation of this chapter.

All new in-ground plantings of invasive plants are strictly prohibited. All existing plantings must be contained by appropriate physical barriers to prevent the growth or spread of existing invasive species beyond the boundaries of a resident's property

20-6.4 Inspections.

All places and premises in the City of Asbury Park shall be subject to inspection by the enforcing officer. Such inspections shall be performed by such person, persons or agency duly authorized and appointed by the City of Asbury Park. Such inspection shall be made if that official has reason to believe that any section of this chapter is being violated. The City Manager shall appoint staff to carry out inspections to comply with this Chapter.

20-6.5 Penalty.

A penalty or penalties for the conviction of a violation under this Section shall be governed by Chapter I Section 5 General Penalty (1-5 General Penalty) of the City Code.

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. 2018-43 which was finally adopted by the City Council at a meeting held on the 12th day of September, 2018

CINDY A. DYE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2018-44**

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XVIII “SEWERS”
OF THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY”**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter XVIII “SEWERS” Section 20-3 “of the “Code of the City of Asbury Park, New Jersey is hereby amended and supplemented in order to amend the following:

**CHAPTER XVIII
SEWERS**

18-1 ESTABLISHMENT OF SEWER SYSTEM AS A PUBLIC UTILITY.

The municipal sewer system consisting of main sewers, lateral sewers, sewage treatment or disposal plants, sewage receptacles, pumping stations, and any and all improvements, erections, works, establishments, and fixtures to provide proper sewage and drainage for the City and controlled and managed by the City, whether owned or controlled by it, is hereby created and established as a municipal public utility for all the purposes of the local bond law of New Jersey and the local budget law of the State of New Jersey. This municipal public utility is hereby found and determined to be a utility, enterprise or purpose authorized to be undertaken by the City and for which it may receive rates, rentals or other charges for or in connection with the uses and services of such municipal public utility which shall be held, used and applied in accordance with the provisions of the local bond law and the local budget law and any other applicable laws. (2000 Code § 18-1)

18-2 SEWER CONNECTIONS.

18-2.1 Application; Connection Charges; Compliance Required.

- a. No connection with the public sewers shall be made until a written application, filled out upon a form to be furnished by the Bureau of Roads and Sewers and signed by the owner of the property to be connected, or an authorized agent, is made to the City Engineer or his/her designee and his/her permission obtained.
- b. The Bureau may make all connections with the street sewers, laying the service pipe from the street sewer to the curblin, for which work the charge shall be the actual cost to the Bureau for the work and supervision, and the charge shall be made against the property or its owner and shall become due and payable immediately upon the completion of the work.
- c. The City Engineer or his/her designee may grant permission to plumbers or others to make connections with the street sewer pipes, but such work must be done in compliance with any reasonable conditions that the City Engineer or his/her designee may require.

d. As per Senate Bill 1247 of 2018, if there is a material increase to the level of demand for any new construction of additional service units requested, an additional fee shall apply to the amount of the higher demand/usage. As used in this section, “materially increases” means any increase in the number of service units; or any other change which increases the level of use or demand on the sewerage system by 15 percent or more over the highest actual annual use and demand that existed during the prior 10-year period immediately preceding the addition, alteration, or change in use; provided, however, that, if the property has been connected to the sewerage system for less than 10 years, the average level of use and demand shall be calculated based on the actual period of connection.

(2000 Code § 18-2.1; Ord. No. 2961)

e. As per Senate Bill 1247 of 2018 the following shall be in effect:

(1). The City established within its rates or schedules a 50% reduction in the connection fee or tapping fee assessed pursuant to section 8 of P.L.1946, c.138 (C.40:14A-8) for new connections to the sewerage system which is to be charged to public housing authorities, to non-profit organizations building affordable housing projects, and to any other affordable housing, including affordable housing units in inclusionary projects.

(2). For units previously connected to the authority's system that were demolished or refurbished to allow for new affordable housing units and for which a connection or tapping fee was previously paid, a county, regional or municipal sewerage authority shall establish within its rates or schedules a credit against the connection fee or tapping fee to be assessed for connection with the sewerage system to public housing authorities, non-profit organizations building affordable projects , and to any other affordable housing, including affordable housing units in inclusionary projects. The credit shall be the connection fee or tapping fee previously assessed and paid for connection with the sewerage system for units previously connected to the authority's system.

(3). The connection fee or tapping fee assessable against a public housing authority, non-profit organization , or other affordable housing owner, for units previously connected to the authority's system that were demolished or refurbished to allow for new affordable housing units, including affordable housing units in inclusionary projects, shall be the lesser of the reduced rate provided for in subsection a. of this section, or the current non-reduced rate applicable to other types of housing developments minus the credit provided under subsection b. of this section for units for which a connection fee or tapping fee was previously paid, provided that said public housing authority, non-profit organization , or other affordable housing owner can establish the

connection fee or tapping fee was previously assessed and paid for connection with the system. If the same cannot be established, the reduced rate provided for in subsection a. of this section shall be assessed

18-2.2 Connection Required; Permission Required to Connect.

a. Connection Required.

1. **Sewer Connection.** The owner of every existing house, building or structure, and the owner of every house, building or structure hereafter to be constructed or acquired which may be occupied or used by human beings located on their property along the line of any public sewer created shall, at the same time the water company taps in service and the meters installed, connect and hookup the sewage facilities emanating from such house, building or structure.

2. **Penalty.** If any person violates the provisions of this paragraph a. by failing to comply with any order, in accordance with the provisions hereof, within thirty (30) days after notice, the proper officials shall file a complaint and, upon conviction, the person shall be liable to the penalty stated in Chapter I, Section 1-5.

b. **Permission to Connect.** No person shall break into the street sewer pipes, or injure them in any manner while excavating, or make a house connection without obtaining permission from the City Engineer or his/her designee.

(2000 Code § 18-2.2; Ord. No. 2961)

18-2.3 Prohibited Sewer Connections.

No cellar drains, no area drains, no roof leaders, no sump pumps or downspouts, and no garbage and refuse disposal units shall be connected to the sewer system. (Garbage disposals, both residential and commercial, are allowed to be connected provided they are used for grinding of food waste only and are water flush operated.) (2000 Code § 18-2.3)

18-3 BUREAU OF ROADS AND SEWERS.

18-3.1 Duties of Officials.

a. Within the Department of Public Works there shall be a Bureau of Roads and Sewers. Except for general collection duties assigned herein, the City Engineer or such other official as authorized by the City shall exercise general supervision and control and shall be in direct charge of the sewer system of the City, including all physical plants and properties connected therewith. The supervision and control is subject to the provisions of this chapter and such other ordinances and resolutions as may be passed from time to time by the Mayor and City Council.

b. The Sewer Utility Collection Clerk, or such other person as may be designated by the City Engineer or such other official as authorized by the City, under the direction of the Tax Collector, shall:

1. Have charge of all the books and records of the Sewer Utility.

2. Bill and make all collections of fees for the use of sewer facilities including opening of any streets or sidewalks for introduction or change of sewer fixtures.

(2000 Code § 18-3.1; Ord. No. 2961)

18-3.2 Action of Agents or Employees of the Sewer Utility.

No agent or employee of the Sewer Utility shall have authority to bind the Sewer Utility or the City by any promise, agreement or representation not provided for by this chapter unless such authority is given in writing and approved by a resolution of the Mayor and City Council. (2000 Code § 18-3.2; Ord. No. 2961)

18-3.3 Inspections.

- a. *Entry.* The City Engineer or any authorized employee of the Sewer Utility or any person designated by the City Manager or City Engineer or such other official as authorized by the City for that purpose may, at all reasonable hours, enter the premises of any sewer service user for the purposes of inspecting any water or sewer connection or service equipment.
- b. *Fixtures and Meters.* The City Engineer or such other designated person is authorized to enter any premises as herein provided to examine the meter; read the meter; make all necessary tests; examine all pipes and fixtures for conformity with the provisions of this chapter; and check the number of fixtures connected to the sewer or water service.
- c. The laterals connecting the waste water plumbing system of the property to the collection mains of the sewer utility shall be the responsibility of the property owner. Lateral shall mean: the physical wastewater conveyance pipe, beginning at the point at which the pipe penetrates (exits) the foundation of the principal structure of the property (or ancillary structure, if one exists), and ending at the point at which said pipe directly connects to the collection main (including the connection itself) within the public right of way.

(2000 Code § 18-3.3; Ord. No. 2961)

18-4 RESTRICTIONS ON SEWER USE.

18-4.1 Prohibited Sewer Discharges.

No person shall discharge or cause to be discharged any of the following described waters or wastes in any portion of the sewer system of the City:

- a. Liquid or vapor having a temperature higher than one hundred fifty (150°F) degrees Fahrenheit;
- b. Any water or waste which may contain more than one hundred (100 p.p.m.) parts per million by way of fat, oil, or grease;
- c. Any gasoline, benzene, naphthol, fuel oil, paints, lacquers, or other inflammable or explosive liquids, solids, or wastes including plating solutions, chromium, zinc or other toxic heavy metals, cyanides including solvents;
- d. Any garbage or trash and medical wastes, including food and entrails;
- e. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, paunch, manure, cloth or paper diapers, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or which otherwise interferes with the proper operation of the sewer works;

- f. Any waters or wastes having a pH lower than 5.3 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of sewage works. pH shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution;
- g. Any waters or waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewer treatment process or constitute a hazard to humans or animals or to create any hazards in receiving waters of the Sewage Treatment Plant;
- h. Any waters or wastes containing suspended solids of such character or quantity that unusual attention or expense is required to handle such materials at the Sewage Treatment Plant;
- i. Any noxious malodorous gas or substance capable of creating a public nuisance.
- j. Water waste containing phenols;
- k. Any water or waste containing or causing excessive discoloration;
- l. Unusual volume of flow or concentration of waste constituting "slugs" (fifteen (15) minutes or more of flow of five (5) times the average twenty-four (24) hour flow on property under normal operating conditions);
- m. Wastewater containing unusual B.O.D. (Biochemical Oxygen Demand under standard laboratory procedure in five (5) days when incubated at twenty (20°C) degrees Centigrade);
- n. Waste or wastewater containing radioactive material.

(2000 Code § 18-4.1; Ord. No. 2961)

18-5 SEWER RATES.

18-5.1 Sewer Rental Charges.

- a. The Mayor and City Council, by separate resolution, shall impose a sewer rental charge for the use, operation, maintenance and construction of the sewer system within the geographical limits of the sewer area of the City upon the owners of the properties within the limits of the sewer area and served thereby at the rates therein established as follows. In the event that no rate resolution is passed, the existing rates shall continue in effect.

Annual flat/demand/customer service rate shall be as calculated below in subsection 18-6.1; plus

- a. A charge for each building and/or unit in which water is consumed which shall be based upon the rate per thousand gallons or part thereof consumed in such building or unit.
- b. Where the use of property is producing waste material, which imposed a burden on the sewerage system or requires pretreatment, an additional surcharge against the property producing the waste commensurate with the added costs shall be fixed.
- c. Repealed.
- d. The user charge, as fixed by the City, shall be reviewed and revised periodically to reflect actual costs of treatment works operation.

(2000 Code § 18-5.1; Ord. No. 2660 § I)

- e. As per Senate Bill 1247 in 2018:

(1). The City shall provide a credit applicable toward a connection or tapping fee to be charged

for a reconnection of a disconnected property that was previously connected to the sewerage system, provided that:

- (a) the property has been connected to the sewerage system for at least 20 years; and
- (b) service charges have been paid for the property in at least one of the last five years.
- (c). The credit required under subsection a. of this section shall be calculated as follows:

(2) If the reconnection does not require any new physical connection or does not increase the nature or size of the service or the number of services units, or does not expand the use of the sewerage system, the credit shall be equal in amount to the new connection or tapping fee.

(3) If the reconnection requires a new physical connection, increases the nature or size of the service or the number of service units, or expands the use of the sewerage system, the credit shall be equal in amount to any connection or tapping fee previously paid for the property, and the sewerage authority shall charge the difference between the credit and the connection or tapping fee for the new use or class.

(4) If no connection or tapping fee was ever paid for the property, but all service charges due and owing on the property have been paid for at least 20 years, the credit shall be equal in amount to the new connection or tapping fee; provided, however, that any charges due and owing pursuant to paragraph (2) of this subsection shall be paid.

c. If no connection or tapping fee was ever paid for a disconnected property that is to be reconnected and which was previously connected to the sewerage system for at least 20 years, the sewerage authority shall charge, in addition to any amount due and owing after application of a credit pursuant to this section, a connection or tapping fee equal to the lesser of:

(5) 20 percent of the service charges that would have been paid based upon the usage for the last full year that the property was connected to the sewerage system for the period from the date of the disconnection from the sewerage system to the date of the new connection; or

(6) the new connection fee.

a. A credit shall not be allowed under this section for a property that has been disconnected from the sewerage system for more than five years.

b. As used in this section, “disconnected property” means a property that has been

physically disconnected from the sewerage system or a property not physically disconnected but to which service has been discontinued without payments being made. A “disconnected property” shall not include a property that has been temporarily disconnected from the sewerage system or to which service has been discontinued without payments being made for less than 12 consecutive months and is being reconnected as it existed, prior to the temporary disconnection or discontinuance of service.

2. a. For a property connected to the sewerage system for less than 20 years, a the City shall charge an additional connection or tapping fee for an addition, alteration, or change in use that materially increases the level of use and imposes a greater demand on the sewerage system, but does not involve a new physical connection of the property to the sewerage system.

b. The connection or tapping fee authorized by subsection a. of this section shall be equal to the amount by which the increased use and demand on the sewerage system exceeds the use and demand that existed prior to such addition, alteration, or change in use.

c. Nothing in this section shall be construed to preclude a local unit operating a county or municipal sewerage facility from charging a new or additional connection or tapping fee for any new or additional connection of a property to the sewerage system, or for any increase in the size of an existing connection ¹or for any new construction of additional service units connected¹ to the sewerage system that ¹materially¹ increases the level of use or demand on the sewerage system.

d. As used in this section, “materially increases” means any increase in the number of service units; or any other change which increases the level of use or demand on the sewerage system by 15 percent or more over the highest actual annual use and demand that existed during the prior 10-year period immediately preceding the addition, alteration, or change in use; provided, however, that, if the property has been connected to the sewerage system for less than 10 years, the average level of use and demand shall be calculated based on the actual period of connection.

3. a. The City shall provide a credit applicable toward a connection or tapping fee to be charged for a reconnection of a disconnected property that was previously connected to the sewerage system, provided that:

(1) the property has been connected to the sewerage system for at least 20 years; and

(2) service charges have been paid for the property in at least one of the last five years.

b. The credit required under subsection a. of this section shall be calculated as follows:

(1) If the reconnection does not require any new physical connection or does not increase the nature or size of the service or the number of services units, or does not expand the use of the sewerage system, the credit shall be equal in amount to the new connection or tapping fee.

(2) If the reconnection requires a new physical connection, increases the nature or size of the service or the number of service units, or expands the use of the sewerage system, the credit shall be equal in amount to any connection or tapping fee previously paid for the property, and the local unit shall charge the difference between the credit and the connection or tapping fee for the new use or class.

(3) If no connection or tapping fee was ever paid for the property, but all service charges due and owing on the property have been paid for at least 20 years, the credit shall be equal in amount to the new connection or tapping fee; provided, however, that any charges due and owing pursuant to paragraph (2) of this subsection shall be paid.

c. If no connection or tapping fee was ever paid for a disconnected property that is to be reconnected and which was previously connected to the sewerage system for at least 20 years, the local unit shall charge, in addition to any amount due and owing after application of a credit pursuant to this section, a connection or tapping fee equal to the lesser of:

(1) 20 percent of the service charges that would have been paid based upon the usage for the last full year that the property was connected to the sewerage system for the period from the date of the disconnection from the sewerage system to the date of the new connection; or

(2) the new connection fee.

d. A credit shall not be allowed under this section for a property that has been disconnected from the sewerage system for more than five years.

e. As used in this section, “disconnected property” means a property that has been physically disconnected from the sewerage system or a property not physically disconnected but to which service has been discontinued without payments being made. A “disconnected property” shall not include a property that has been temporarily disconnected from the sewerage system or to which service has been discontinued without payments being made for less than 12

consecutive months and is being reconnected as it existed, prior to the temporary disconnection or discontinuance of service.

4. a. A local unit operating a county or municipal sewerage facility shall establish within its rates or schedules a 50% reduction in the connection fee or tapping fee assessed pursuant to N.J.S.40A:26A-11 for new connections to the sewerage system which is to be charged to public housing authorities, non-profit organizations building affordable housing projects, and any other affordable housing, including affordable housing units in inclusionary projects.

b. For units previously connected to the local unit's system that were demolished or refurbished to allow for new affordable housing units and for which a connection or tapping fee was previously paid, a local unit operating a county or municipal sewerage facility shall establish within its rates or schedules a credit against the connection fee or tapping fee to be assessed for connection with the sewerage system to public housing authorities, non-profit organizations building affordable projects, and to any other affordable housing, including affordable housing units in inclusionary projects. The credit shall be the connection fee or tapping fee previously assessed and paid, for connection with the sewerage system for units previously connected to the local unit's system.

c. The connection fee or tapping fee assessable against a public housing authority, non-profit organization, or other affordable housing owner, for units previously connected to the local unit's system that were demolished or refurbished to allow for new affordable housing units, including affordable housing units in inclusionary projects, shall be the lesser of the reduced rate provided for in subsection a. of this section, or the current non-reduced rate applicable to other types of housing developments minus the credit provided under subsection b. of this section for units for which a connection fee or tapping fee was previously paid, provided that such public housing authority, non-profit organization, or other affordable housing owner can establish the connection fee or tapping fee was previously assessed and paid for connection with the system. If such previous assessment and payment cannot be established, the reduced rate provided for in subsection a. of this section shall be assessed.

5 a. For a property connected to the water supply system for less than 20 years, the City shall charge an additional connection or tapping fee for an addition, alteration, or change in use that materially increases the level of use and imposes a greater demand on the water supply

system, but does not involve a new physical connection of the property to the water supply system.

b. The connection or tapping fee authorized by subsection a. of this section shall be equal to the amount by which the increased use and demand on the water supply system exceeds the use and demand that existed prior to such addition, alteration, or change in use.

c. Nothing in this section shall be construed to preclude a local unit operating a county or municipal water supply facility from charging a new or additional connection or tapping fee for any new or additional connection of a property to the water supply system, or for any increase in the size of an existing connection ²or for any new construction of additional service units connected² to the water supply system that ²materially² increases the level of use or demand on the water supply system.

d. As used in this section, “materially increases” means any increase in the number of service units; or any other change which increases the level of use or demand on the water supply system by 15 percent or more over the highest actual annual use and demand that existed during the prior 10-year period immediately preceding the addition, alteration, or change in use; provided, however, that, if the property has been connected to the water supply system for less than 10 years, the average level of use and demand shall be calculated based on the actual period of connection.

18-5.2 Costs Not Attributable to Users to Be Distributed Among Users.

The costs of operation and maintenance for flows not directly attributable to users (i.e., infiltration and/or inflow) if any, shall be distributed among the various classes of users and shall be included in the charges set by this section. (2000 Code § 18-5.2)

18-5.3 Notification of Rate and User Charge.

Each rate payer shall be notified at least annually of the rate and that portion of the user charge which are attributable to the wastewater treatment services (cost of operation, maintenance and repair). (2000 Code § 18-5.3)

18-5.4 Water Used in Manufacture of a Product.

Water used solely as an ingredient in the manufacture of a product such as ice or beverage making not for on-premises consumption, if such water is metered separately by the water company, is exempt from this section. (2000 Code § 18-5.4)

18-5.5 Charge for Uncollected Check.

A charge of twenty-five (\$25.00) dollars shall be added to each and any account(s) for which there is any uncollectible check or draft. Such draft or check shall not be redeposited nor

resubmitted for collection to the bank or draft depository. (2000 Code § 18-5.5)

18-5.6 Sewer Connection Fees; Permit Required.

- a. In addition to sewer service charges imposed under subsection 18-5.1, a connection fee in accordance with the terms of this section shall be imposed for connection of any property to the sewerage system. The connection fee shall be uniform within each class of users and shall be calculated in accordance with N.J.S.A. 40A:26A-11. The Mayor and Council of the City of Asbury Park shall, by separate resolution, determine the sewerage connection fee on an annual basis at the end of each budget year, or as soon thereafter as an audit may be completed to properly determine the capital base of the City of Asbury Park in its sewerage system. The proposed revisions to the sewer connection fee shall be the subject of a public hearing.
- b. Connection fees shall be paid at the time that a sewer permit application is made for either service to a new residential or nonresidential unit, building, facility or structure or, as required by this section, for additional capacity for an existing nonresidential use. The issuance of a valid sewer permit shall be a condition precedent to the issuance of a building permit for any new residential or nonresidential unit, building, facility or structure or existing nonresidential building, facility or structure for which an additional building permit is required.
- c. Connection fees for nonresidential users shall be based upon the projected usage multiplied by the rate per gallon per day of the sewer connection fee. A minimum sewer connection charge per unit for nonresidential users shall be imposed, in an amount equal to the residential connection fee.
- d. Projected flows for nonresidential users shall be determined by the City Engineer pursuant to the current version of N.J.S.A. 7:14A-23, "Technical Requirements for Treatment Works Applications," whenever practicable. In the event that a type of use is not listed in N.J.A.C. 7:14A-23, the City Engineer shall use his or her best judgment in determining estimated sewer usage. The City may adopt additions or exceptions to the flow projections contained in N.J.A.C. 7:14-23.3 by resolution. For the purpose of calculations, any reference, to "seat" or "person" in N.J.A.C. 7:14A-23 or in any projected flow criteria adopted by the City shall be deemed to mean the maximum permitted occupancy established pursuant to the Uniform Construction Code and/or the Uniform Fire Code.
- e. In the event that an application is made for sewer service to a nonresidential building or unit for which the types or sizes of the uses therein have not been determined by the applicant, or are subject to change in the future, a connection fee shall be assessed based upon the maximum potential estimated sewer usage in the building or unit.
- f. An application for additional capacity shall be made by any existing nonresidential user whenever there is an increase in the projected sewer usage for any existing building or unit resulting from an increase in size in the building or unit. A connection fee shall be charged to the nonresidential user based upon the increase in estimated sewer usage associated with the aforesaid increase in size.
- g. In the event that an application is made to reinstate sewer service to a residential structure that was previously abandoned or terminated when the prior structure was demolished or substantially totally destroyed because of catastrophe, no additional connection fee shall be due provided that the application for service is made within two (2) years of the date of the prior termination of service.

h. In the event that an application is made to reinstate sewer service to a non-residential structure that was previously abandoned or terminated when the prior structure was demolished or substantially totally destroyed because of catastrophe, no additional connection fee shall be due, provided that: (1) the applicant has continued to pay sewer service charges for the property on a quarterly basis as those charges became due, and (2) there is no change in the estimated sewer usage of the building. In the event that condition (1) herein has been satisfied, but there will be an increase in the estimated sewer usage of the building, then the applicant shall pay a connection fee only on the amount of the increase in the estimated sewer usage.

(Ord. No. 2660; Ord. No. 2964)

18-6 SCHEDULE OF RATES AND SERVICE CHARGES.

18-6.1 Flat/Demand/Customer Service Charge and Tap/Connection Charge.

Any property owner connected to the sewer system or who is required to connect to the sewer system shall pay a full annual charge in accordance with the following schedule: (See subsection 18-6.3 for establishment of fees.)

<i>Meter Size</i>	<i>Service Charge</i>	<i>Tap Fee</i>
5/8 inch		
3/4 inch		
1 inch		
1 1/2 inch		
2 inch		
3 inch		
4 inch		
6 inch		
8 inch		

(2000 Code §18-6.1)

18-6.2 Charge for Annual Sewer Service for Each Property.

The amount to be paid for annual sewer service for each property connected or required to be connected shall be charged not less than one (1) flat/demand/customer service charge plus a charge equal to fifty (50) times per one thousand (1,000) gallons of water computed in the premises as reported to the Sewer Utility by the privately-owned water company servicing the property. (2000 Code §18-6.2)

18-6.3 Amounts to Be Established by Resolution.

The above amounts are to be set by resolution as indicated in this section by the Mayor and Council on an annual basis or shall remain as set for the previous year if no new resolution is passed. (2000 Code §18-6.3)

18-6.4 Meter and Services Exempt from Charges.

a. A property owner may request an exemption from the payment of monthly sewage charges for the following water metered service lines:

1. A metered fire service line that is not connected, by-passed or attached utilizing any other means of connection to the domestic water side of the building.
2. A lawn irrigation and/or lawn sprinkler system that is not connected, by-passed or attached utilizing any other means of connection to the domestic water side of the building.

b. *Application Procedure.*

1. The applicant shall file an application entitled "Request for Metered Exemption Charges" with the Plumbing Subcode Official for the City.
2. The applicant shall provide reasonable access, during normal business hours, to the Plumbing Subcode Official to review and certify that no cross connections exist and that the metering device seeking exemption is not tied into the domestic line.

c. *Certification Procedure.*

1. Upon inspection and approval by the Plumbing Subcode Official, a copy of the approved application shall be forwarded to the Tax Collector or other City agency that has responsibility for assessing those charges.
2. The Tax Collector or other City agency having responsibility for assessing sewer charges, shall then exempt that metering device for the next sewer billing cycle and each and every cycle thereafter.

d. *Penalties and Enforcement.*

1. Any metering device that has been granted an exemption but which has been illegally connected on the domestic side of the water service to the building, shall be subject to a daily fine equal to monthly charges that would have been incurred from the date of violation to the date of exemption granted.
2. The City reserves the right to discontinue sewer service if the improper reconnection jeopardizes any requirements of the laws and regulations of the New Jersey Department of Environmental Protection.

(Ord. No. 2929)

18-7 TIME OF PAYMENT OF SEWER RENTAL CHARGES.

Sewer rental shall be payable to the Sewer Utility Clerk or such other persons appointed by the City, in advance, on a quarterly basis each year and every year thereafter, or such time as designated by the City of Asbury Park Sewer Utility. (2000 Code § 18-7)

18-8 USE OF WELLS; OTHER USES.

18-8.1 Premises Served by Wells.

Houses, buildings, stores, premises, and apartment units being served by their own wells, but being connected to the sewer system, shall have their respective wells properly metered by

the Sewer Utility at the owner's expense and shall pay the sewage rate as determined by the meter and provided for in this section, with the exception of wells used solely for watering lawns. (2000 Code §18-8.1)

18-8.2 Rate Charges and Other Cases.

The sewer rental in all cases not covered by this section and where the use of property is other than as permitted by the zoning ordinance of the City where a special use permit is required or for any industrial use which produces a waste material discharge in the sewer system shall be established by the City by separate contract in such amount as would be proportionate to its use of the waste sewer system. (2000 Code §18-8.2)

18-9 DELINQUENT PAYMENTS.

18-9.1 Rental Charge Payable.

Delinquent payments, late charges, interest and costs shall become a lien upon the property of the rate payer for which the payments are delinquent. (2000 Code §18-9.1)

18-9.2 Interest Charged.

If the sewer rental charge imposed herein is not paid on the date due, it shall become delinquent and shall bear interest thereon at the rate of eight (8%) percent per annum on the first one thousand five hundred (\$1,500.00) dollars of the delinquency and eighteen (18%) percent per annum on any amount in excess of one thousand five hundred (\$1,500.00) dollars to be calculated from the date the sewer rental charge was payable until the date of actual payment. (2000 Code §18-9.2)

18-9.3 Charges Not Paid and Disconnection(s).

(1) If any sewer rental charge payment herein shall remain unpaid in whole or in part for a period of six (6) consecutive months, the City shall have the right to enter upon the property and disconnect the property sewer system from the City sewer system in such a manner as shall be appropriate under the circumstances. The rate payer shall be responsible for all costs involved in the disconnecting and reconnecting of the sewer system, which shall be paid to the City prior to reconnection. (2000 Code §18-9.3)

(2) a. The City shall provide a credit applicable toward a connection or tapping fee to be charged for a reconnection of a disconnected property that was previously connected to the water supply system, provided that:

- (1) the property has been connected to the water supply system for at least 20 years; and
- (2) service charges have been paid for the property in at least one of the last five years.

b. The credit required under subsection a. of this section shall be calculated as follows:

(1) If the reconnection does not require any new physical connection or does not increase the nature or size of the service or the number of services units, or does not expand the use of the water supply system, the credit shall be equal in amount to the new connection or tapping fee.

(2) If the reconnection requires a new physical connection, increases the nature or size of the service or the number of service units, or expands the use of the water supply system, the credit shall be equal in amount to any connection or tapping fee previously paid for the property, and the local unit shall charge the difference between the credit and the connection or tapping fee for the new use or class.

(3) If no connection or tapping fee was ever paid for the property, but all service charges due and owing on the property have been paid for at least 20 years, the credit shall be equal in amount to the new connection or tapping fee; provided, however, that any charges due and owing pursuant to paragraph (2) of this subsection shall be paid.

c. If no connection or tapping fee was ever paid for a disconnected property that is to be reconnected and which was previously connected to the water supply system for at least 20 years, the local unit shall charge, in addition to any amount due and owing after application of a credit pursuant to this section, a connection or tapping fee equal to the lesser of:

(1) 20 percent of the service charges that would have been paid based upon the usage for the last full year that the property was connected to the water supply system for the period from the date of the disconnection from the water supply system to the date of the new connection; or

(2) the new connection fee.

d. A credit shall not be allowed under this section for a property that has been disconnected from the water supply system for more than five years.

e. As used in this section, “disconnected property” means a property that has been physically disconnected from the water supply system or a property not physically disconnected but to which service has been discontinued without payments being made. A “disconnected property” shall not include a property that has been temporarily disconnected from the water supply system or to which service has been discontinued without payments being made for less than 12 consecutive months and is being reconnected as it existed, prior to the temporary disconnection or discontinuance of service.

18-9.4 Appeals.

a. In the event any person shall dispute any rental charge or late fee, he/she shall file with the Sewer Collection Clerk, or such other designated person, his/her reason for disputing the rental charge or tap fee on the form provided by the Sewer Utility Clerk within fifteen (15) days of his/her receipt of the charges.

b. Within fifteen (15) days of the filing of the dispute, the City representative shall advise the rate payer, in writing, of the decision. In the event the rate payer is not satisfied with the decision, they may file an appeal on forms provided by the Sewer Utility within fifteen (15) days of the City representative's decision to the Appeals Board.

c. The Appeals Board shall, within thirty (30) days, hold a hearing as to only those issues set forth in the rate payer's appeal forms. After the day of the hearing, the Appeals Board shall render its decision within ten (10) days, which shall be final and binding upon all parties.

d. The Board of Appeals shall consist of the City Manager or his/her designee, City Finance Officer and City Tax Assessor.

(2000 Code §18-9.4; Ord. No. 2590)

18-10 CAPPING OF SEWER LINE REQUIRED PRIOR TO DEMOLITION OF BUILDINGS.

Any sewer shall be capped before there is any demolition of a building. (2000 Code §18-10)

18-11 PENALTY.

The penalty for violation of any provisions of this chapter, where no other penalty, fine, or imprisonment is provided, shall be, upon conviction, the penalty stated in Chapter I, Section 1-5. This penalty shall be in addition to any different type of penalty or sanction provided for in this section. (2000 Code §18-11; New)

18-12 SEWER CONNECTION OR EXTENSION PERMIT.

18-12.1 Purpose.

The purpose of this section is to institute a procedure for obtaining approval for sewer connections or endorsements for sewer extensions, as defined herein. (2000 Code §18-12.1)

18-12.2 Definitions.

As used in this section:

Actual flow shall mean the volume of sewage and other wastes which a domestic treatment works receives; actual flow shall be determined by the arithmetic average of the metered daily volumes of waste received at a treatment works for the preceding period of three (3) consecutive calendar months. Where peak flows have been determined by the City Engineer or his/her designee to be seasonal in nature, the seasonal peak flow shall be used in determining actual flow.

Adequate conveyance capacity shall mean that in the downstream sewers, the peak dry weather flow does not exceed eighty (80%) percent of the depth of the pipe and the peak wet weather flow does not result in the overflows or discharges from any manhole.

Committed flow or **projected flow** shall mean the sum of the actual flow plus the sum of all flows which are anticipated from connections which have been approved but are not yet in operation. The flow to be anticipated from any such connection shall be that flow referred to in the approval from the City.

Connection shall mean any physical or operational change to a collection system or to

the plumbing or piping of any building, project facility or other structure, either proposed or existing, for which a building permit or other municipal approval including site plan and subdivision approval is required, which connects directly or indirectly to any portion of a domestic treatment works and for which the projected design flow exceeds four hundred (400) gallons per day, but is less than two thousand (2,000) gallons per day.

Connection approval shall mean an approval permit to construct and operate a sewer connection.

Design flow shall mean the average volume of wastewater, which a domestic treatment works was designed to treat or convey, or the maximum permissible volume of flow to a domestic treatment works as established by a NJPDES permit, or a treatment works approval, whichever permit or approval is most recently issued.

Domestic Treatment Works shall mean the publicly operated treatment works located in Asbury Park which treats and processes domestic wastes together with any groundwater, surface water, stormwater or industrial process water that may be present.

Endorsement shall mean a resolution, adopted by the City Council, endorsing the project for which an extension is required for purposes of permitting application to be made to the New Jersey Department of Environmental Protection for Treatment Works Approval.

Extension shall mean a connection, as defined herein, for which the design flow equals or exceeds two thousand (2,000) gallons per day.

Maximum sewage treatment capacity shall mean the hydraulic, biological or sludge handling capability necessary to meet the terms and conditions of the NJPDES permit.

Person shall mean any individual, corporation, company, partnership, firm, association, owner or operator of a treatment works, political subdivision of this State or any State or State agency.

Sewage Authority shall mean the City of Asbury Park.

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

(2000 Code §18-12.2)

18-12.3 Sewer Connection/Extension Approvals.

The City, its boards, officers and agents shall not permit a street to be opened or a connection, as herein defined, to be made unless an approval has been granted for such connection by resolution of the Governing Body of the City pursuant to the procedure set forth herein. (2000 Code §18-12.3)

18-12.4 Conditional Approval of Building Projects.

The City, its boards, officers and agents shall condition the approval of any building projects by way of preliminary or final subdivision or site plan approval, building permit or other form of approval, which will require a sewer connection, upon the terms and requirements of this section. (2000 Code §18-12.4)

18-12.5 Connection Application.

a. *Procedure.* The Office of Planning and Zoning shall provide the applicant with copies of these regulations, a connection/extension application form, a request for endorsement form (for extensions only) and information on water conservation plumbing.

1. The applicant shall submit the application for a connection/extension along with the appropriate documentation, including a water conservation plan, to the Office of Planning and Zoning.

2. After review of the application, the Office of Planning and Zoning shall notify the City Council of the results of its review. Before making a decision, the City may request that additional documentation be supplied. When additional information is not supplied as requested, the City may deny the application and reapplication will be necessary.

3. If the Council finds that the submitted water conservation and plumbing plan is acceptable, it shall approve the application by resolution. The applicant shall submit a copy of the resolution to the Department of Public Works prior to the issuance of a street opening permit.

4. If the City Council finds that the application constitutes an extension, as defined herein, it may endorse the extension by resolution for purposes of obtaining the Treatment Works Approval from the New Jersey Department of Environmental Protection, as required under N.J.A.C. 7:14-2.1 and 7:14A-12.1 et seq.

5. Upon receipt of a Treatment Works Approval for sewer extension, the applicant shall submit copies of the approval, with a copy of the resolution of the City Council endorsing the extension, to the Department of Public Maintenance prior to the issuance of street opening permits to the connections to the treatment works.

b. *Transfer of Approval.* A connection/extension approval granted for a specific property is not transferable to any other property and is only transferable to another person if the original circumstances which justified granting the approval have not changed.

c. *Other Obligations.* The granting of a connection/extension approval by the City does not relieve the applicant from complying with all other State and local requirements, including 201 Facilities and 208 Water Quality Management Plans and obtaining the requisite treatment works approval from the New Jersey Department of Environmental Protection for extensions.

(2000 Code §18-12.5)

18-12.6 Violations and Penalties.

a. Any person violating any provision of this section shall, upon conviction, be liable to the penalty stated in Chapter I, Section 1-5.

b. Except as otherwise provided, each and every day in which a violation of this section exists shall constitute a separate violation.

(2000 Code §18-12.7)

18-12.7 Regulations.

The City Manager or his/her designee is hereby authorized to enact reasonable and necessary regulations for the purpose of implementing this section. (2000 Code §18-12.8)

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. 2018-44 which was finally adopted by the City Council at a meeting held on the 10th day of October, 2018

CINDY A. DYE
CITY CLERK

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XVIII
“SEWERS” OF THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”**

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Chapter XVIII “SEWERS” Section 20-3 “of the “Code of the City of Asbury Park, New Jersey is hereby amended and supplemented in order to amend the following:

**CHAPTER XVIII
SEWERS**

18-1 ESTABLISHMENT OF SEWER SYSTEM AS A PUBLIC UTILITY.

The municipal sewer system consisting of main sewers, lateral sewers, sewage treatment or disposal plants, sewage receptacles, pumping stations, and any and all improvements, erections, works, establishments, and fixtures to provide proper sewage and drainage for the City and controlled and managed by the City, whether owned or controlled by it, is hereby created and established as a municipal public utility for all the purposes of the local bond law of New Jersey and the local budget law of the State of New Jersey. This municipal public utility is hereby found and determined to be a utility, enterprise or purpose authorized to be undertaken by the City and for which it may receive rates, rentals or other charges for or in connection with the uses and services of such municipal public utility which shall be held, used and applied in accordance with the provisions of the local bond law and the local budget law and any other applicable laws. (2000 Code § 18-1)

18-2 SEWER CONNECTIONS.

18-2.1 Application; Connection Charges; Compliance Required.

- a. No connection with the public sewers shall be made until a written application, filled out upon a form to be furnished by the Bureau of Roads and Sewers and signed by the owner of the property to be connected, or an authorized agent, is made to the City Engineer or his/her designee and his/her permission obtained.
- b. The Bureau may make all connections with the street sewers, laying the service pipe from the street sewer to the curblin, for which work the charge shall be the actual cost to the Bureau for the work and supervision, and the charge shall be made against the property or its owner and shall become due and payable immediately upon the completion of the work.
- c. The City Engineer or his/her designee may grant permission to plumbers or others to make connections with the street sewer pipes, but such work must be done in compliance with any reasonable conditions that the City Engineer or his/her designee may require.

d. As per Senate Bill 1247 of 2018, if there is a material increase to the level of demand for any new construction of additional service units requested, an additional fee shall apply to the amount of the higher demand/usage. As used in this section, "materially increases" means any increase in the number of service units; or any other change which increases the level of use or demand on the sewerage system by 15 percent or more over the highest actual annual use and demand that existed during the prior 10-year period immediately preceding the addition, alteration, or change in use; provided, however, that, if the property has been connected to the sewerage system for less than 10 years, the average level of use and demand shall be calculated based on the actual period of connection.

(2000 Code § 18-2.1; Ord. No. 2961)

e. As per Senate Bill 1247 of 2018 the following shall be in effect:

(1). The City established within its rates or schedules a 50% reduction in the connection fee or tapping fee assessed pursuant to section 8 of P.L.1946, c.138 (C.40:14A-8) for new connections to the sewerage system which is to be charged to public housing authorities, to non-profit organizations building affordable housing projects, and to any other affordable housing, including affordable housing units in inclusionary projects.

(2). For units previously connected to the authority's system that were demolished or refurbished to allow for new affordable housing units and for which a connection or tapping fee was previously paid, a county, regional or municipal sewerage authority shall establish within its rates or schedules a credit against the connection fee or tapping fee to be assessed for connection with the sewerage system to public housing authorities, non-profit organizations building affordable projects, and to any other affordable housing, including affordable housing units in inclusionary projects. The credit shall be the connection fee or tapping fee previously assessed and paid for connection with the sewerage system for units previously connected to the authority's system.

(3). The connection fee or tapping fee assessable against a public housing authority, non-profit organization, or other affordable housing owner, for units previously connected to the authority's system that were demolished or refurbished to allow for new affordable housing units, including affordable housing units in inclusionary projects, shall be the lesser of the reduced rate provided for in subsection a. of this section, or the current non-reduced rate applicable to other types of housing developments minus the credit provided under subsection b. of this section for

units for which a connection fee or tapping fee was previously paid, provided that said public housing authority, non-profit organization , or other affordable housing owner can establish the connection fee or tapping fee was previously assessed and paid for connection with the system. If the same cannot be established, the reduced rate provided for in subsection a. of this section shall be assessed

18-2.2 Connection Required; Permission Required to Connect.

a. *Connection Required.*

1. Sewer Connection. The owner of every existing house, building or structure, and the owner of every house, building or structure hereafter to be constructed or acquired which may be occupied or used by human beings located on their property along the line of any public sewer created shall, at the same time the water company taps in service and the meters installed, connect and hookup the sewage facilities emanating from such house, building or structure.

2. Penalty. If any person violates the provisions of this paragraph a. by failing to comply with any order, in accordance with the provisions hereof, within thirty (30) days after notice, the proper officials shall file a complaint and, upon conviction, the person shall be liable to the penalty stated in Chapter I, Section 1-5.

b. *Permission to Connect.* No person shall break into the street sewer pipes, or injure them in any manner while excavating, or make a house connection without obtaining permission from the City Engineer or his/her designee.

(2000 Code § 18-2.2; Ord. No. 2961)

18-2.3 Prohibited Sewer Connections.

No cellar drains, no area drains, no roof leaders, no sump pumps or downspouts, and no garbage and refuse disposal units shall be connected to the sewer system. (Garbage disposals, both residential and commercial, are allowed to be connected provided they are used for grinding of food waste only and are water flush operated.) (2000 Code § 18-2.3)

18-3 BUREAU OF ROADS AND SEWERS.

18-3.1 Duties of Officials.

a. Within the Department of Public Works there shall be a Bureau of Roads and Sewers. Except for general collection duties assigned herein, the City Engineer or such other official as authorized by the City shall exercise general supervision and control and shall be in direct charge of the sewer system of the City, including all physical plants and properties connected therewith. The supervision and control is subject to the provisions of this chapter and such other ordinances and resolutions as may be passed from time to time by the Mayor and City Council.

b. The Sewer Utility Collection Clerk, or such other person as may be designated by the City Engineer or such other official as authorized by the City, under the direction of the Tax Collector, shall:

1. Have charge of all the books and records of the Sewer Utility.
2. Bill and make all collections of fees for the use of sewer facilities including opening of any streets or sidewalks for introduction or change of sewer fixtures.

(2000 Code § 18-3.1; Ord. No. 2961)

18-3.2 Action of Agents or Employees of the Sewer Utility.

No agent or employee of the Sewer Utility shall have authority to bind the Sewer Utility or the City by any promise, agreement or representation not provided for by this chapter unless such authority is given in writing and approved by a resolution of the Mayor and City Council. (2000 Code § 18-3.2; Ord. No. 2961)

18-3.3 Inspections.

a. *Entry.* The City Engineer or any authorized employee of the Sewer Utility or any person designated by the City Manager or City Engineer or such other official as authorized by the City for that purpose may, at all reasonable hours, enter the premises of any sewer service user for the purposes of inspecting any water or sewer connection or service equipment.

b. *Fixtures and Meters.* The City Engineer or such other designated person is authorized to enter any premises as herein provided to examine the meter; read the meter; make all necessary tests; examine all pipes and fixtures for conformity with the provisions of this chapter; and check the number of fixtures connected to the sewer or water service.

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c. The laterals connecting the waste water plumbing system of the property to the collection mains of the sewer utility shall be the responsibility of the property owner. Lateral shall mean: the physical wastewater conveyance pipe, beginning at the point at which the pipe penetrates (exits) the foundation of the principal structure of the property (or ancillary structure, if one exists), and ending at the point at which said pipe directly connects to the collection main (including the connection itself) within the public right of way.

(2000 Code § 18-3.3; Ord. No. 2961)

18-4 RESTRICTIONS ON SEWER USE.

18-4.1 Prohibited Sewer Discharges.

No person shall discharge or cause to be discharged any of the following described waters or wastes in any portion of the sewer system of the City:

- a. Liquid or vapor having a temperature higher than one hundred fifty (150°F) degrees Fahrenheit;
- b. Any water or waste which may contain more than one hundred (100 p.p.m.) parts per million by way of fat, oil, or grease;
- c. Any gasoline, benzene, naphthol, fuel oil, paints, lacquers, or other inflammable or explosive liquids, solids, or wastes including plating solutions, chromium, zinc or other toxic heavy metals, cyanides including solvents;
- d. Any garbage or trash and medical wastes, including food and entrails;
- e. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastic, wood, paunch, manure, cloth or paper diapers, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or which otherwise interferes with the proper operation of the sewer works;
- f. Any waters or wastes having a pH lower than 5.3 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of sewage works. pH shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution;

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- g. Any waters or waste containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewer treatment process or constitute a hazard to humans or animals or to create any hazards in receiving waters of the Sewage Treatment Plant;
- h. Any waters or wastes containing suspended solids of such character or quantity that unusual attention or expense is required to handle such materials at the Sewage Treatment Plant;
- i. Any noxious malodorous gas or substance capable of creating a public nuisance.
- j. Water waste containing phenols;
- k. Any water or waste containing or causing excessive discoloration;
- l. Unusual volume of flow or concentration of waste constituting "slugs" (fifteen (15) minutes or more of flow of five (5) times the average twenty-four (24) hour flow on property under normal operating conditions);
- m. Wastewater containing unusual B.O.D. (Biochemical Oxygen Demand under standard laboratory procedure in five (5) days when incubated at twenty (20°C) degrees Centigrade);
- n. Waste or wastewater containing radioactive material.

(2000 Code § 18-4.1; Ord. No. 2961)

18-5 SEWER RATES.

18-5.1 Sewer Rental Charges.

a. The Mayor and City Council, by separate resolution, shall impose a sewer rental charge for the use, operation, maintenance and construction of the sewer system within the geographical limits of the sewer area of the City upon the owners of the properties within the limits of the sewer area and served thereby at the rates therein established as follows. In the event that no rate resolution is passed, the existing rates shall continue in effect.

Annual flat/demand/customer service rate shall be as calculated below in subsection 18-6.1; plus

a. A charge for each building and/or unit in which water is consumed which shall be based upon the rate per thousand gallons or part thereof consumed in such building or unit.

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b. Where the use of property is producing waste material, which imposed a burden on the sewerage system or requires pretreatment, an additional surcharge against the property producing the waste commensurate with the added costs shall be fixed.

c. Repealed.

d. The user charge, as fixed by the City, shall be reviewed and revised periodically to reflect actual costs of treatment works operation.

(2000 Code § 18-5.1; Ord. No. 2660 § I)

e. As per Senate Bill 1247 in 2018:

(1). The City shall provide a credit applicable toward a connection or tapping fee to be charged for a reconnection of a disconnected property that was previously connected to the sewerage system, provided that:

(a) the property has been connected to the sewerage system for at least 20 years; and

(b) service charges have been paid for the property in at least one of the last five years.

(c). The credit required under subsection a. of this section shall be calculated as follows:

(2) If the reconnection does not require any new physical connection or does not increase the nature or size of the service or the number of services units, or does not expand the use of the sewerage system, the credit shall be equal in amount to the new connection or tapping fee.

(3) If the reconnection requires a new physical connection, increases the nature or size of the service or the number of service units, or expands the use of the sewerage system, the credit shall be equal in amount to any connection or tapping fee previously paid for the property, and the sewerage authority shall charge the difference between the credit and the connection or tapping fee for the new use or class.

(4) If no connection or tapping fee was ever paid for the property, but all service charges due and owing on the property have been paid for at least 20 years, the credit shall be equal in amount to the new connection or tapping fee; provided, however, that any charges due and owing pursuant to paragraph (2) of this subsection shall be paid.

c. If no connection or tapping fee was ever paid for a disconnected property that is to be reconnected and which was previously connected to the sewerage system for at least 20 years, the sewerage authority shall charge, in addition to any amount due and owing after application of a credit pursuant to this section, a connection or tapping fee equal to the lesser of:

(5) 20 percent of the service charges that would have been paid based upon the usage for the last full year that the property was connected to the sewerage system for the period from the date of the disconnection from the sewerage system to the date of the new connection; or

(6) the new connection fee.

a. A credit shall not be allowed under this section for a property that has been disconnected from the sewerage system for more than five years.

b. As used in this section, “disconnected property” means a property that has been physically disconnected from the sewerage system or a property not physically disconnected but to which service has been discontinued without payments being made. A “disconnected property” shall not include a property that has been temporarily disconnected from the sewerage system or to which service has been discontinued without payments being made for less than 12 consecutive months and is being reconnected as it existed, prior to the temporary disconnection or discontinuance of service.

2. a. For a property connected to the sewerage system for less than 20 years, a the City shall charge an additional connection or tapping fee for an addition, alteration, or change in use that materially increases the level of use and imposes a greater demand on the sewerage system, but does not involve a new physical connection of the property to the sewerage system.

b. The connection or tapping fee authorized by subsection a. of this section shall be equal to the amount by which the increased use and demand on the sewerage system exceeds the use and demand that existed prior to such addition, alteration, or change in use.

c. Nothing in this section shall be construed to preclude a local unit operating a county or municipal sewerage facility from charging a new or additional connection or tapping fee for any

new or additional connection of a property to the sewerage system, or for any increase in the size of an existing connection¹ or for any new construction of additional service units connected¹ to the sewerage system that¹ materially¹ increases the level of use or demand on the sewerage system.

d. As used in this section, “materially increases” means any increase in the number of service units; or any other change which increases the level of use or demand on the sewerage system by 15 percent or more over the highest actual annual use and demand that existed during the prior 10-year period immediately preceding the addition, alteration, or change in use; provided, however, that, if the property has been connected to the sewerage system for less than 10 years, the average level of use and demand shall be calculated based on the actual period of connection.

3. a. The City shall provide a credit applicable toward a connection or tapping fee to be charged for a reconnection of a disconnected property that was previously connected to the sewerage system, provided that:

- (1) the property has been connected to the sewerage system for at least 20 years; and
- (2) service charges have been paid for the property in at least one of the last five years.

b. The credit required under subsection a. of this section shall be calculated as follows:

(1) If the reconnection does not require any new physical connection or does not increase the nature or size of the service or the number of services units, or does not expand the use of the sewerage system, the credit shall be equal in amount to the new connection or tapping fee.

(2) If the reconnection requires a new physical connection, increases the nature or size of the service or the number of service units, or expands the use of the sewerage system, the credit shall be equal in amount to any connection or tapping fee previously paid for the property, and the local unit shall charge the difference between the credit and the connection or tapping fee for the new use or class.

(3) If no connection or tapping fee was ever paid for the property, but all service charges due and owing on the property have been paid for at least 20 years, the credit shall be equal in amount to the new connection or tapping fee; provided, however, that any charges due and owing pursuant to paragraph (2) of this subsection shall be paid.

c. If no connection or tapping fee was ever paid for a disconnected property that is to be reconnected and which was previously connected to the sewerage system for at least 20 years, the local unit shall charge, in addition to any amount due and owing after application of a credit pursuant to this section, a connection or tapping fee equal to the lesser of:

(1) 20 percent of the service charges that would have been paid based upon the usage for the last full year that the property was connected to the sewerage system for the period from the date of the disconnection from the sewerage system to the date of the new connection; or

(2) the new connection fee.

d. A credit shall not be allowed under this section for a property that has been disconnected from the sewerage system for more than five years.

e. As used in this section, “disconnected property” means a property that has been physically disconnected from the sewerage system or a property not physically disconnected but to which service has been discontinued without payments being made. A “disconnected property” shall not include a property that has been temporarily disconnected from the sewerage system or to which service has been discontinued without payments being made for less than 12 consecutive months and is being reconnected as it existed, prior to the temporary disconnection or discontinuance of service.

4. a. A local unit operating a county or municipal sewerage facility shall establish within its rates or schedules a 50% reduction in the connection fee or tapping fee assessed pursuant to N.J.S.40A:26A-11 for new connections to the sewerage system which is to be charged to public

housing authorities, non-profit organizations building affordable housing projects, and any other affordable housing, including affordable housing units in inclusionary projects.

b. For units previously connected to the local unit's system that were demolished or refurbished to allow for new affordable housing units and for which a connection or tapping fee was previously paid, a local unit operating a county or municipal sewerage facility shall establish within its rates or schedules a credit against the connection fee or tapping fee to be assessed for connection with the sewerage system to public housing authorities, non-profit organizations building affordable projects, and to any other affordable housing, including affordable housing units in inclusionary projects. The credit shall be the connection fee or tapping fee previously assessed and paid, for connection with the sewerage system for units previously connected to the local unit's system.

c. The connection fee or tapping fee assessable against a public housing authority, non-profit organization, or other affordable housing owner, for units previously connected to the local unit's system that were demolished or refurbished to allow for new affordable housing units, including affordable housing units in inclusionary projects, shall be the lesser of the reduced rate provided for in subsection a. of this section, or the current non-reduced rate applicable to other types of housing developments minus the credit provided under subsection b. of this section for units for which a connection fee or tapping fee was previously paid, provided that such public housing authority, non-profit organization, or other affordable housing owner can establish the connection fee or tapping fee was previously assessed and paid for connection with the system. If such previous assessment and payment cannot be established, the reduced rate provided for in subsection a. of this section shall be assessed.

5 a. For a property connected to the water supply system for less than 20 years, the City shall charge an additional connection or tapping fee for an addition, alteration, or change in use that materially increases the level of use and imposes a greater demand on the water supply system, but does not involve a new physical connection of the property to the water supply system.

b. The connection or tapping fee authorized by subsection a. of this section shall be equal to the amount by which the increased use and demand on the water supply system exceeds the use and demand that existed prior to such addition, alteration, or change in use.

c. Nothing in this section shall be construed to preclude a local unit operating a county or municipal water supply facility from charging a new or additional connection or tapping fee for any new or additional connection of a property to the water supply system, or for any increase in the size of an existing connection ²or for any new construction of additional service units connected² to the water supply system that ²materially² increases the level of use or demand on the water supply system.

d. As used in this section, “materially increases” means any increase in the number of service units; or any other change which increases the level of use or demand on the water supply system by 15 percent or more over the highest actual annual use and demand that existed during the prior 10-year period immediately preceding the addition, alteration, or change in use; provided, however, that, if the property has been connected to the water supply system for less than 10 years, the average level of use and demand shall be calculated based on the actual period of connection.

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18-5.2 Costs Not Attributable to Users to Be Distributed Among Users.

The costs of operation and maintenance for flows not directly attributable to users (i.e., infiltration and/or inflow) if any, shall be distributed among the various classes of users and shall be included in the charges set by this section. (2000 Code § 18-5.2)

18-5.3 Notification of Rate and User Charge.

Each rate payer shall be notified at least annually of the rate and that portion of the user charge which are attributable to the wastewater treatment services (cost of operation, maintenance and repair). (2000 Code § 18-5.3)

18-5.4 Water Used in Manufacture of a Product.

Water used solely as an ingredient in the manufacture of a product such as ice or beverage making not for on-premises consumption, if such water is metered separately by the water company, is exempt from this section. (2000 Code § 18-5.4)

18-5.5 Charge for Uncollected Check.

A charge of twenty-five (\$25.00) dollars shall be added to each and any account(s) for which there is any uncollectible check or draft. Such draft or check shall not be redeposited nor resubmitted for collection to the bank or draft depository. (2000 Code § 18-5.5)

18-5.6 Sewer Connection Fees; Permit Required.

a. In addition to sewer service charges imposed under subsection 18-5.1, a connection fee in accordance with the terms of this section shall be imposed for connection of any property to the sewerage system. The connection fee shall be uniform within each class of users and shall be calculated in accordance with N.J.S.A. 40A:26A-11. The Mayor and Council of the City of Asbury Park shall, by separate resolution, determine the sewerage connection fee on an annual basis at the end of each budget year, or as soon thereafter as an audit may be completed to properly determine the capital base of the City of Asbury Park in its sewerage system. The proposed revisions to the sewer connection fee shall be the subject of a public hearing.

b. Connection fees shall be paid at the time that a sewer permit application is made for either service to a new residential or nonresidential unit, building, facility or structure or, as required by this section, for additional capacity for an existing nonresidential use. The issuance of a valid sewer permit shall be a condition precedent to the issuance of a building permit for any new residential or nonresidential unit, building, facility or structure or existing nonresidential building, facility or structure for which an additional building permit is required.

c. Connection fees for nonresidential users shall be based upon the projected usage multiplied by the rate per gallon per day of the sewer connection fee. A minimum sewer connection charge per unit for nonresidential users shall be imposed, in an amount equal to the residential connection fee.

d. Projected flows for nonresidential users shall be determined by the City Engineer pursuant to the current version of N.J.S.A. 7:14A-23, "Technical Requirements for Treatment Works Applications," whenever practicable. In the event that a type of use is not listed in N.J.A.C. 7:14A-23, the City Engineer shall use his or her best judgment in determining estimated sewer usage. The City may adopt additions or exceptions to the flow projections contained in N.J.A.C. 7:14-23.3 by resolution. For the purpose of calculations, any reference, to "seat" or "person" in N.J.A.C. 7:14A-23 or in any projected flow criteria adopted by the City shall be deemed to mean the maximum permitted occupancy established pursuant to the Uniform Construction Code and/or the Uniform Fire Code.

e. In the event that an application is made for sewer service to a nonresidential building or unit for which the types or sizes of the uses therein have not been determined by the applicant, or are subject to change in the future, a connection fee shall be assessed based upon the maximum potential estimated sewer usage in the building or unit.

f. An application for additional capacity shall be made by any existing nonresidential user whenever there is an increase in the projected sewer usage for any existing building or unit resulting from an increase in size in the building or unit. A connection fee shall be charged to the nonresidential user based upon the increase in estimated sewer usage associated with the aforesaid increase in size.

g. In the event that an application is made to reinstate sewer service to a residential structure that was previously abandoned or terminated when the prior structure was demolished or substantially totally destroyed because of catastrophe, no additional connection fee shall be due provided that the application for service is made within two (2) years of the date of the prior termination of service.

h. In the event that an application is made to reinstate sewer service to a non-residential structure that was previously abandoned or terminated when the prior structure was demolished or substantially totally destroyed because of catastrophe, no additional connection fee shall be due, provided that: (1) the applicant has continued to pay sewer service charges for the property on a quarterly basis as those charges became due, and (2) there is no change in the estimated sewer usage of the building. In the event that condition (1) herein has been satisfied, but there will be an increase in the estimated sewer usage of the building, then the applicant shall pay a connection fee only on the amount of the increase in the estimated sewer usage.

(Ord. No. 2660; Ord. No. 2964)

18-6 SCHEDULE OF RATES AND SERVICE CHARGES.

18-6.1 Flat/Demand/Customer Service Charge and Tap/Connection Charge.

Any property owner connected to the sewer system or who is required to connect to the sewer system shall pay a full annual charge in accordance with the following schedule: (See subsection 18-6.3 for establishment of fees.)

<i>Meter Size</i>	<i>Service Charge</i>	<i>Tap Fee</i>
5/8 inch		
3/4 inch		
1 inch		
1 1/2 inch		
2 inch		
3 inch		
4 inch		
6 inch		
8 inch		

(2000 Code §18-6.1)

18-6.2 Charge for Annual Sewer Service for Each Property.

The amount to be paid for annual sewer service for each property connected or required to be connected shall be charged not less than one (1) flat/demand/customer service charge plus a charge equal to fifty (50) times per one thousand (1,000) gallons of water computed in the premises as reported to the Sewer Utility by the privately-owned water company servicing the property. (2000 Code §18-6.2)

18-6.3 Amounts to Be Established by Resolution.

The above amounts are to be set by resolution as indicated in this section by the Mayor and Council on an annual basis or shall remain as set for the previous year if no new resolution is passed. (2000 Code §18-6.3)

18-6.4 Meter and Services Exempt from Charges.

- a. A property owner may request an exemption from the payment of monthly sewage charges for the following water metered service lines:
 1. A metered fire service line that is not connected, by-passed or attached utilizing any other means of connection to the domestic water side of the building.
 2. A lawn irrigation and/or lawn sprinkler system that is not connected, by-passed or attached utilizing any other means of connection to the domestic water side of the building.
- b. *Application Procedure.*
 1. The applicant shall file an application entitled "Request for Metered Exemption Charges" with the Plumbing Subcode Official for the City.
 2. The applicant shall provide reasonable access, during normal business hours, to the Plumbing Subcode Official to review and certify that no cross connections exist and that the metering device seeking exemption is not tied into the domestic line.
- c. *Certification Procedure.*
 1. Upon inspection and approval by the Plumbing Subcode Official, a copy of the approved application shall be forwarded to the Tax Collector or other City agency that has responsibility for assessing those charges.
 2. The Tax Collector or other City agency having responsibility for assessing sewer charges, shall then exempt that metering device for the next sewer billing cycle and each and every cycle thereafter.
- d. *Penalties and Enforcement.*
 1. Any metering device that has been granted an exemption but which has been illegally connected on the domestic side of the water service to the building, shall be subject to a daily fine equal to monthly charges that would have been incurred from the date of violation to the date of exemption granted.
 2. The City reserves the right to discontinue sewer service if the improper reconnection jeopardizes any requirements of the laws and regulations of the New Jersey Department of Environmental Protection.

(Ord. No. 2929)

18-7 TIME OF PAYMENT OF SEWER RENTAL CHARGES.

Sewer rental shall be payable to the Sewer Utility Clerk or such other persons appointed by the City, in advance, on a quarterly basis each year and every year thereafter, or such time as designated by the City of Asbury Park Sewer Utility. (2000 Code § 18-7)

18-8 USE OF WELLS; OTHER USES.**18-8.1 Premises Served by Wells.**

Houses, buildings, stores, premises, and apartment units being served by their own wells, but being connected to the sewer system, shall have their respective wells properly metered by the Sewer Utility at the owner's expense and shall pay the sewage rate as determined by the meter and provided for in this section, with the exception of wells used solely for watering lawns. (2000 Code §18-8.1)

18-8.2 Rate Charges and Other Cases.

The sewer rental in all cases not covered by this section and where the use of property is other than as permitted by the zoning ordinance of the City where a special use permit is required or for any industrial use which produces a waste material discharge in the sewer system shall be established by the City by separate contract in such amount as would be proportionate to its use of the waste sewer system. (2000 Code §18-8.2)

18-9 DELINQUENT PAYMENTS.**18-9.1 Rental Charge Payable.**

Delinquent payments, late charges, interest and costs shall become a lien upon the property of the rate payer for which the payments are delinquent. (2000 Code §18-9.1)

18-9.2 Interest Charged.

If the sewer rental charge imposed herein is not paid on the date due, it shall become delinquent and shall bear interest thereon at the rate of eight (8%) percent per annum on the first one thousand five hundred (\$1,500.00) dollars of the delinquency and eighteen (18%) percent per annum on any amount in excess of one thousand five hundred (\$1,500.00) dollars to be calculated from the date the sewer rental charge was payable until the date of actual payment. (2000 Code §18-9.2)

18-9.3 Charges Not Paid ~~for Six Months; and~~ Disconnection(s).-

(1) If any sewer rental charge payment herein shall remain unpaid in whole or in part for a period of six (6) consecutive months, the City shall have the right to enter upon the property and disconnect the property sewer system from the City sewer system in such a manner as shall be appropriate under the circumstances. The rate payer shall be responsible for all costs involved in the disconnecting and reconnecting of the sewer system, which shall be paid to the City prior to reconnection. (2000 Code §18-9.3)

(2) a. The City shall provide a credit applicable toward a connection or tapping fee to be charged for a reconnection of a disconnected property that was previously connected to the water supply system, provided that:

(1) the property has been connected to the water supply system for at least 20 years; and

(2) service charges have been paid for the property in at least one of the last five years.

b. The credit required under subsection a. of this section shall be calculated as follows:

(1) If the reconnection does not require any new physical connection or does not increase the nature or size of the service or the number of services units, or does not expand the use of the water supply system, the credit shall be equal in amount to the new connection or tapping fee.

(2) If the reconnection requires a new physical connection, increases the nature or size of the service or the number of service units, or expands the use of the water supply system, the credit shall be equal in amount to any connection or tapping fee previously paid for the property, and

the local unit shall charge the difference between the credit and the connection or tapping fee for the new use or class.

(3) If no connection or tapping fee was ever paid for the property, but all service charges due and owing on the property have been paid for at least 20 years, the credit shall be equal in amount to the new connection or tapping fee; provided, however, that any charges due and owing pursuant to paragraph (2) of this subsection shall be paid.

c. If no connection or tapping fee was ever paid for a disconnected property that is to be reconnected and which was previously connected to the water supply system for at least 20 years, the local unit shall charge, in addition to any amount due and owing after application of a credit pursuant to this section, a connection or tapping fee equal to the lesser of:

(1) 20 percent of the service charges that would have been paid based upon the usage for the last full year that the property was connected to the water supply system for the period from the date of the disconnection from the water supply system to the date of the new connection; or

(2) the new connection fee.

d. A credit shall not be allowed under this section for a property that has been disconnected from the water supply system for more than five years.

e. As used in this section, “disconnected property” means a property that has been physically disconnected from the water supply system or a property not physically disconnected but to which service has been discontinued without payments being made. A “disconnected property” shall not include a property that has been temporarily disconnected from the water supply system or to which service has been discontinued without payments being made for less than 12 consecutive months and is being reconnected as it existed, prior to the temporary disconnection or discontinuance of service.

18-9.4 Appeals.

- a. In the event any person shall dispute any rental charge or late fee, he/she shall file with the Sewer Collection Clerk, or such other designated person, his/her reason for disputing the rental charge or tap fee on the form provided by the Sewer Utility Clerk within fifteen (15) days of his/her receipt of the charges.
- b. Within fifteen (15) days of the filing of the dispute, the City representative shall advise the rate payer, in writing, of the decision. In the event the rate payer is not satisfied with the decision, they may file an appeal on forms provided by the Sewer Utility within fifteen (15) days of the City representative's decision to the Appeals Board.
- c. The Appeals Board shall, within thirty (30) days, hold a hearing as to only those issues set forth in the rate payer's appeal forms. After the day of the hearing, the Appeals Board shall render its decision within ten (10) days, which shall be final and binding upon all parties.
- d. The Board of Appeals shall consist of the City Manager or his/her designee, City Finance Officer and City Tax Assessor.

(2000 Code §18-9.4; Ord. No. 2590)

18-10 CAPPING OF SEWER LINE REQUIRED PRIOR TO DEMOLITION OF BUILDINGS.

Any sewer shall be capped before there is any demolition of a building. (2000 Code §18-10)

18-11 PENALTY.

The penalty for violation of any provisions of this chapter, where no other penalty, fine, or imprisonment is provided, shall be, upon conviction, the penalty stated in Chapter I, Section 1-5. This penalty shall be in addition to any different type of penalty or sanction provided for in this section. (2000 Code §18-11; New)

18-12 SEWER CONNECTION OR EXTENSION PERMIT.

18-12.1 Purpose.

The purpose of this section is to institute a procedure for obtaining approval for sewer connections or endorsements for sewer extensions, as defined herein. (2000 Code §18-12.1)

18-12.2 Definitions.

As used in this section:

Actual flow shall mean the volume of sewage and other wastes which a domestic treatment works receives; actual flow shall be determined by the arithmetic average of the metered daily volumes of waste received at a treatment works for the preceding period of three (3) consecutive calendar months. Where peak flows have been determined by the City Engineer or his/her designee to be seasonal in nature, the seasonal peak flow shall be used in determining actual flow.

Adequate conveyance capacity shall mean that in the downstream sewers, the peak dry weather flow does not exceed eighty (80%) percent of the depth of the pipe and the peak wet weather flow does not result in the overflows or discharges from any manhole.

Committed flow or projected flow shall mean the sum of the actual flow plus the sum of all flows which are anticipated from connections which have been approved but are not yet in operation. The flow to be anticipated from any such connection shall be that flow referred to in the approval from the City.

Connection shall mean any physical or operational change to a collection system or to the plumbing or piping of any building, project facility or other structure, either proposed or existing, for which a building permit or other municipal approval including site plan and subdivision approval is required, which connects directly or indirectly to any portion of a domestic treatment works and for which the projected design flow exceeds four hundred (400) gallons per day, but is less than two thousand (2,000) gallons per day.

Connection approval shall mean an approval permit to construct and operate a sewer connection.

Design flow shall mean the average volume of wastewater, which a domestic treatment works was designed to treat or convey, or the maximum permissible volume of flow to a domestic treatment works as established by a NJPDES permit, or a treatment works approval, whichever permit or approval is most recently issued.

Domestic Treatment Works shall mean the publicly operated treatment works located in Asbury Park which treats and processes domestic wastes together with any groundwater, surface water, stormwater or industrial process water that may be present.

Endorsement shall mean a resolution, adopted by the City Council, endorsing the project for which an extension is required for purposes of permitting application to be made to the New Jersey Department of Environmental Protection for Treatment Works Approval.

Extension shall mean a connection, as defined herein, for which the design flow equals or exceeds two thousand (2,000) gallons per day.

Maximum sewage treatment capacity shall mean the hydraulic, biological or sludge handling capability necessary to meet the terms and conditions of the NJPDES permit.

Person shall mean any individual, corporation, company, partnership, firm, association, owner or operator of a treatment works, political subdivision of this State or any State or State agency.

Sewage Authority shall mean the City of Asbury Park.

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

(2000 Code §18-12.2)

18-12.3 Sewer Connection/Extension Approvals.

The City, its boards, officers and agents shall not permit a street to be opened or a connection, as herein defined, to be made unless an approval has been granted for such connection by resolution of the Governing Body of the City pursuant to the procedure set forth herein. (2000 Code §18-12.3)

18-12.4 Conditional Approval of Building Projects.

The City, its boards, officers and agents shall condition the approval of any building projects by way of preliminary or final subdivision or site plan approval, building permit or other form of approval, which will require a sewer connection, upon the terms and requirements of this section. (2000 Code §18-12.4)

18-12.5 Connection Application.

a. *Procedure.* The Office of Planning and Zoning shall provide the applicant with copies of these regulations, a connection/extension application form, a request for endorsement form (for extensions only) and information on water conservation plumbing.

1. The applicant shall submit the application for a connection/extension along with the appropriate documentation, including a water conservation plan, to the Office of Planning and Zoning.

2. After review of the application, the Office of Planning and Zoning shall notify the City Council of the results of its review. Before making a decision, the City may request that additional documentation be supplied. When additional information is not supplied as requested, the City may deny the application and reapplication will be necessary.

3. If the Council finds that the submitted water conservation and plumbing plan is acceptable, it shall approve the application by resolution. The applicant shall submit a copy of the resolution to the Department of Public Works prior to the issuance of a street opening permit.

4. If the City Council finds that the application constitutes an extension, as defined herein, it may endorse the extension by resolution for purposes of obtaining the Treatment Works Approval from the New Jersey Department of Environmental Protection, as required under N.J.A.C. 7:14-2.1 and 7:14A-12.1 et seq.

5. Upon receipt of a Treatment Works Approval for sewer extension, the applicant shall submit copies of the approval, with a copy of the resolution of the City Council endorsing the extension, to the Department of Public Maintenance prior to the issuance of street opening permits to the connections to the treatment works.

b. *Transfer of Approval.* A connection/extension approval granted for a specific property is not transferable to any other property and is only transferable to another person if the original circumstances which justified granting the approval have not changed.

c. *Other Obligations.* The granting of a connection/extension approval by the City does not relieve the applicant from complying with all other State and local requirements, including 201 Facilities and 208 Water Quality Management Plans and obtaining the requisite treatment works approval from the New Jersey Department of Environmental Protection for extensions.

(2000 Code §18-12.5)

18-12.6 Violations and Penalties.

a. Any person violating any provision of this section shall, upon conviction, be liable to the penalty stated in Chapter I, Section 1-5.

b. Except as otherwise provided, each and every day in which a violation of this section exists shall constitute a separate violation.

(2000 Code §18-12.7)

18-12.7 Regulations.

The City Manager or his/her designee is hereby authorized to enact reasonable and necessary regulations for the purpose of implementing this section. (2000 Code §18-12.8)



**Asbury Park, New Jersey
ORDINANCE NO. 2018-21**

**AN ORDINANCE OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH
AND STATE OF NEW JERSEY ADDING CHAPTER TWO SECTION EIGHTY-EIGHT
"DEVELOPMENT FEES" TO THE CODE OF THE CITY OF ASBURY PARK**

Section I. Chapter Two Section Eighty-Eight, entitled "Development Fees,"
Created. That Chapter Two Section Eighty-Eight, "Development Fees" is hereby added to the Code and shall read as follows:

§ 88-1. Purpose.

- A. In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- B. COAH was authorized by P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2), and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7) to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of COAH or a court of competent jurisdiction and have a COAH- or court-approved spending plan may retain fees collected from nonresidential development.
- C. In *Re: Adoption of N.J.A.C. 5:96 and 5:97* by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court's jurisdiction and are subject to approval by the Court.
- D. This chapter establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance with P.L. 2008, c. 46, Sections 8 and 32 through 38 (N.J.S.A. 52:27D-329.2 and N.J.S.A. 40:55D-8.1 through 40:55D-8.7, respectively). Fees collected pursuant to this chapter shall be used for the sole purpose of providing low- and moderate-income housing. This chapter shall be interpreted within the framework of COAH's rules on development

fees, codified at N.J.A.C. 5:93-8.

§ 88-2. Basic requirements.

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

§ 88-3. Definitions.

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

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

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

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

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

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

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

§ 88-4. Residential development fees.

- A. Imposed fees.
 - 1. Within all Zoning Districts and Redevelopment Areas, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.

2. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application. Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1.5% of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

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

1. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
2. Developments that have received preliminary or final site plan approval or are subject to an executed redevelopment or development agreement (including master redeveloper agreement) prior to the adoption of a municipal development fee ordinance shall be exempt from development fees unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
3. Renovations or additions to any single-family or two-family residence shall be exempt from paying a development fee except if the assessed value of the renovated/expanded structure is greater than or equal to 151% of the previously assessed value of the structure. Example: If the post-renovation/addition assessed value of a house originally assessed at \$100,000 structure is increased to \$151,000, the developer must pay a development fee on the increase in assessed value).
4. Buildings that are elevated or buildings that are replaced in an elevated position shall be exempt from paying a development fee provided the buildings are located in a Special Flood Hazard Area and meet the following. Notwithstanding, the exemption shall not apply if the number of residential units in the existing or demolished building is increased.
 - (i) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement together with the attendant utilities and sanitary facilities, elevated to or above base flood elevation; and

- (ii) Within any AO Zone on the municipality's FIRM that all new construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet (at least two (2) feet if no depth number is specified). And, require adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.
- 5. Buildings demolished and replaced due to being “destroyed” as a result of a fire or natural disaster (excluding flood damaged buildings that are located in the Special Flood Hazard Area) shall be exempt from paying a development fee, except:
 - (i) If the assessed value of the reconstructed structure is greater than or equal to 151% of the assessed value of the original structure (Example: If a house assessed at \$100,000 is replaced with a house assessed at \$151,000, the developer must pay a development fee on the increase in assessed value); or
 - (ii) If the number of residential units in the replacement building is greater than the number of units in the original building being demolished (Example: A single-family house is replaced with a house having three residential units).

§ 88-5. Nonresidential development fees.

A. Imposed fees.

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

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

1. The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the two-and-one-half-percent development fee, unless otherwise

exempted below.

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

§ 88-6. Collection procedures.

- A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority shall direct its staff to notify the Construction Official responsible for the issuance of a building permit.
- B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- D. Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the

development.

- E. The Construction Official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- G. Should Asbury Park fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- I. Appeal of development fees.
 - 1. A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Board may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
 - 2. A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by Asbury Park. Appeals from a determination of the Director may be made to the Tax Court in accordance with the provisions of the State Uniform Tax Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

§ 88-7. Affordable housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.

- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
1. Payments in lieu of on-site construction of affordable units;
 2. Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 3. Rental income from municipally operated units;
 4. Repayments from affordable housing program loans;
 5. Recapture funds;
 6. Proceeds from the sale of affordable units; and
 7. Any other funds collected in connection with Asbury Park's affordable housing program.

§ 88-8. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by the Court. Funds deposited in the housing trust fund may be used for any activity approved by the Court to address the City's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8 and specified in the approved spending plan.
- B. Funds shall not be expended to reimburse Asbury Park for past housing activities.
- C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
1. Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and

assistance with emergency repairs.

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

§ 88-9. Monitoring.

- A. On or about June 30 of each year through 2025, Asbury Park shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs (“DCA”), COAH, or Local Government Services (“LGS”), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Asbury Park' housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Court.

§ 88-10. Ongoing collection of fees.

- A. The ability for Asbury Park to impose, collect and expend development fees shall expire with its Court-issued Judgement of Compliance unless Asbury Park has filed an adopted Housing Element and Fair Share Plan with the Court, has filed a

Declaratory Judgement Action, and has received the Court's approval of its development fee ordinance. If Asbury Park fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). Asbury Park shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance and Repose, nor shall Asbury Park retroactively impose a development fee on such a development. Asbury Park shall not expend development fees after the expiration of its substantive certification or Judgment of Compliance and Repose.

Section II. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section IV. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2018-21 which was finally adopted by the City Council at a meeting held on the 26th day of September, 2018

CINDY A. DYE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, September 12, 2018
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 had no prior issues.

Special Event Applications

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

Proclamation Recognizing the Asbury Park Music Foundation

Rescheduled to the next meeting.

Items to be presented by Bob Duerr of MBRC:

1. "Leave ONLY Your Footprints" Program

Bob Duerr of MBRC explained the "Leave ONLY Your Footprints" program with the City Council.

Items to be presented by Michael Manzella, City of Asbury Park Transportation Planner

1. Asbury Park ALIVE!

Transportation Planner Michael Manzella and Nina Sutherland discussed Asbury Park ALIVE! with the City Council.

Review of Agenda Items for September 12, 2018 Regular Meeting

City Manager Capabianco reviewed the agenda for this evening's meeting with the Council.

Matters from City Council

Council Member Chapman stated that on September 22 Porch Fest will occur. There will be 18 porches, 70 bands and they are raising money for Interfaith and a mural across from train station. JCP&L will have holding an energy assistant program on September 18 at the Salvation Army. Affordable Housing applications are available at City Hall.

Council Member Kendle asked if the City is prepared for any storms this season. He also stated a concern regarding the local mail delivery. He also distributed information regarding the Recreation programs.

Mayor Moor stated that on September 26 from 11 a.m. to 2 p.m. at the Senior Center the Mayor's Wellness Committee will be holding Harvest Health Fest.

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



Minutes
Meeting of the Municipal Council
Wednesday, September 12, 2018
REGULAR MEETING

Executive Session - 4:00 p.m.

2018-316 Resolution Authorizing a meeting which excludes the public

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

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.

The following members of the public spoke: Carrie Butch, Rita Marano, Louise Murray, Linda Leighee, Jan Sparrow, Sylvia Sylvia, Jordan Modell.

Motion made by Deputy Mayor Quinn and seconded by Council Member Kendle to close the meeting to the public.

MINUTES

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

1. Executive Session Minutes of Aug 22, 2018 4:00 PM
2. Municipal Council - Work Session - Aug 22, 2018 6:00 PM
3. Municipal Council - Regular Meeting - Aug 22, 2018 7:00 PM

CONSENT AGENDA RESOLUTIONS

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

2018-317 Resolution Approving Special Event Applications

2018-318 Resolution to Refund Overpaid Taxes 3705-10.13 1706 Park Ave, Unit 4B

2018-319 Resolution to Credit Sewer Account 1305-8 1302 Summerfield Avenue

2018-320 Resolution Authorizing Opening and Adjusting Interest of Tax Sale Certificate
Erroneously Partially Redeemed 1001-4 FKA 93-7 TSC#A8-00267

2018-321 Resolution Accepting Receipt of Secure the Shore Grant

2018-322 Resolution of Receipt of a Monmouth County Grant from the Division on Aging,
Disabilities and Veterans Services

2018-323 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey
Providing for the Insertion of Special Items of Revenue in the 2018 Budget of the City of
Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Urban Areas Security
Initiative Grant

2018-324 A Resolution of the City of Asbury Park Releasing the Performance Bond for Block 167,
Lot 1.02 - 1003 Bond Street and Accepting Maintenance Guarantee

INDIVIDUAL RESOLUTIONS

2018-325 Resolution Approving Payment of Bills

Council Member Chapman abstains from PO 18-00373.

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

2018-326 Resolution Authorizing a Transfer of Interest Pursuant to a Redevelopment Agreement Between the City and Michaels Development Company I, L.P., as Redeveloper of Certain Parcels Located within the City's Springwood Avenue Redevelopment Area

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

2018-327 Authorizing Appointments to the "Environmental/Shade Tree Commission"

The Mayor and Council will not be making appointments to Boards and Committees until January.

RESULT:	WITHDRAWN
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2018-328 Resolution Authorizing In Rem Foreclosure Proceedings Relating To A Certain Real Property Located Within The City Of Asbury Park, New Jersey

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

2018-329 Resolution Authorizing Execution of a Commodity Resale Agreement with The County of Monmouth

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

2018-330 Resolution Authorizing Execution of a Shared Services Agreement with The County of Monmouth

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

2018-331 Resolution Authorizing the Purchase of an Oxygen and SCBA Fill Station for the Fire Department

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

2018-332 Resolution Authorizing the Purchase of an Ambulance Radio

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

2018-333 Resolution Authorizing the Purchase of a Mini-Split Air Conditioner

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

2018-334 Resolution Authorizing the Purchase of Firstnet Ready Routers and Accessories for Police Vehicles

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

2018-335 Resolution Authorizing the Purchase of Panasonic Tablets and Accessories for Police Vehicles

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

2018-336 Resolution Authorizing the Purchase of a Shredder for the Finance Office

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

2018-337 Resolution Authorizing the Purchase of a Shredder for the Police Department

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

2018-338 Resolution Authorizing the Purchase of a Diesel Brush Chipper for the Department of Public Works

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

2018-339 Resolution of The Mayor And City Council of The City of Asbury Park Determining that The Development of Affordable Housing At 1274 Washington Block 1403, Lot 11 and 1276 Washington Block 1403, Lot 10 Will Address An Existing Housing Need In The City Of Asbury Park for Home Financing

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

2018-340 Resolution of The Mayor and City Council of The City of Asbury Park Determining that the Development of Affordable Housing for the Project Known as Parkview AP will

Address an Existing Housing Need in the City of Asbury Park for HOME Financing
(Block 803, Lots 1-14)

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

2018-341 Resolution Providing for Verification of Ownership of the Fire House Property

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

ORDINANCES

Introduction

2018-37 An Ordinance Amending Section 3-35, Entitled “Sleeping In Public Places,” of Chapter III, “Police Regulations,” of the “Revised General Ordinances of the City Of Asbury Park, New Jersey”

RESULT:	TABLED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-41 Bond Ordinance Providing for the Acquisition and Installation of License Plate Readers and Associated Software, by and in the City of Asbury Park, in the County of Monmouth, State of New Jersey; Appropriating \$175,000 Therefor and Authorizing the Issuance of \$175,000 in Bonds or Notes to Finance the Cost Thereof

Public hearing is scheduled for September 26, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-42 An Ordinance Amending and Supplementing Chapter XX “Environmental Regulations” Adding Section 20-3 Plastic Bags of the “Code Of The City Of Asbury Park, New Jersey.”

Public hearing is scheduled for September 26, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 9/26/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-43 An Ordinance Amending and Supplementing Chapter XX "Environmental Regulations" by Adding Section 20.6 "Invasive Plants" of the "Code of the City of Asbury Park, New Jersey."

Public hearing is scheduled for October 10, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 10/10/2018 7:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2018-44 An Ordinance Amending and Supplementing Chapter XVIII "Sewers" of the "Code of the City of Asbury Park, New Jersey"

Public hearing is scheduled for October 10, 2018.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 10/10/2018 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

2018-21 An Ordinance of the City of Asbury Park, County of Monmouth and State of New Jersey Adding Chapter Two Section Eighty-Eight "Development Fees" to the Code of the City of Asbury Park

RESULT:	TABLED [4 TO 1]
	Next: 9/26/2018 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

ADJOURNMENT

The meeting was adjourned at 7:45 PM

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk