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[PROC - DISTRACTED DRIVING 2021.PDF](#)

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7. ORDINANCES - PUBLIC HEARING/ADOPTION
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Documents:

[2021-05 PH.PDF](#)

- 7.II. 2021-08 Ordinance Amending Chapter 596: "Special Improvement District" Of The Borough's Revised General Ordinances To Comport With Recent Updates And Amendments To The By-Laws Of Red Bank Rivercenter

Documents:

[2021-08 PH.PDF](#)

- 7.III. 2021-09 Ordinance Approving A One-Year Lease Agreement For An Approximate 5,000 Square-Foot, Fenced-In Portion Of Real Property Located At 208 South Pearl Street, Red Bank, New Jersey For The Public Purpose Of A Police Impound Yard.

Documents:

[2021-09 PH.PDF](#)
[2021-09 EXH A.PDF](#)

8. ORDINANCES - FIRST READING
9. RESOLUTIONS

9.I. Resolution 21-85: Resolution For Payment Of Bills Amounting To \$982,789.84.

Documents:

[21-85 POV.PDF](#)
[21-85 SUP DOC.PDF](#)

9.II. Resolution 21-86: Resolution Accepting The Resignation Of Recreation Director Charlie Hoffmann

Documents:

[21-86.PDF](#)

9.III. Resolution 21-87: A Resolution Appointing Special Law Enforcement Officer Class II

Documents:

[21-87.PDF](#)

9.IV. Resolution 21-88: Resolution Authorizing Release Of A Performance Guarantee Posted By Total Storage Concepts, LLC For 6 Central Avenue & Berry Street, Block 75, Lots 105, 106, 107, & 108, And Requiring The Posting Of A Maintenance Guarantee

Documents:

[21-88.PDF](#)

9.V. Resolution 21-89: Resolution Authorizing The Issuance And Advertisement Of A Request For Proposals From Qualified Consultants For The Sustainable Monmouth Alliance Energy Aggregation Program

Documents:

[21-89.PDF](#)
[21-89 EXH A.PDF](#)

9.VI. Resolution 21-90: Resolution Retaining Sean F. Byrnes, Esq. Of Byrnes, O'Hern & Heugle To Serve As Counsel To The Historic Preservation Commission For The Borough Of Red Bank Effective March 15, 2021 To December 31, 2021

Documents:

[21-90.PDF](#)

9.VII. Resolution 21-91: Resolution Temporarily Designating A Portion Of Broad Street As A Pedestrian Mall At Certain Times And Relaxing Enforcement Of Chapter 219: "Alcoholic Beverages" & Chapter 430: "Licenses And Permits" & Chapter 478: "Parks And Recreation" & Chapter 562: "Sidewalk Cafes And Restaurants" & Chapter 590: "Solid Waste" & Chapter 596: "Special Improvement District" & Chapter 603: "Street Banners" & Chapter 608: "Streets And Sidewalks" & Chapter 680: "Vehicles And Traffic" To Provide Local Businesses Within The Borough With Expanded Capacity And Additional Space To Practice Proper Social Distancing As They Re-Open From The Covid-19 Crisis During 2021

Documents:

10. MAYOR & COUNCIL COMMENTS

11. DISCUSSION & ACTION

11.I. Former MGP Site - Jet Grouting Remedy Pre-Design Investigation

12. PUBLIC COMMENT (GOVERNMENTAL ISSUES, 5 MINUTES LIMIT)

13. EXECUTIVE SESSION

14. ADJOURNMENT

PROCLAMATION SUPPORTING THE *2021*
UDRIVE. UTEXT. UPAY.
DISTRACTED DRIVING CRACKDOWN
APRIL 1 - 30, 2021

WHEREAS, DISTRACTED DRIVING IS A SERIOUS, LIFE-THREATENING PRACTICE THAT IS PREVENTABLE; AND

WHEREAS, DISTRACTED DRIVING CAN RESULT IN INJURIES AND DEATHS TO ALL ROAD USERS (MOTORISTS, PEDESTRIANS AND BICYCLISTS); AND

WHEREAS, DISTRACTED DRIVING OCCURS WHEN DRIVERS DIVERT THEIR ATTENTION AWAY FROM THE TASK OF DRIVING TO FOCUS ON ANOTHER ACTIVITY INSTEAD; AND

WHEREAS, IN 2018 ALONE DISTRACTED DRIVING-RELATED CRASHES RESULTED IN 2,841 DEATHS AND 400,000 INJURIES ON OUR NATION'S ROADS; AND

WHEREAS, IN NEW JERSEY DISTRACTED DRIVING WAS LISTED AS A CONTRIBUTING CIRCUMSTANCE IN 50-PERCENT OF ALL MOTOR VEHICLE CRASHES IN 2018; AND

WHEREAS, THE STATE OF NEW JERSEY WILL PARTICIPATE IN THE NATIONWIDE *DISTRACTED DRIVING 2021 CRACKDOWN* FROM APRIL 1 - 30, 2021 IN AN EFFORT TO RAISE AWARENESS AND DECREASE DRIVER DISTRACTION THROUGH A COMBINATION OF ENFORCEMENT AND EDUCATION; AND

WHEREAS, THE NATIONAL SLOGAN FOR THE CAMPAIGN IS *UDRIVE. UTEXT. UPAY.*; AND

WHEREAS, A REDUCTION IN DISTRACTED DRIVING IN NEW JERSEY WILL SAVE LIVES ON OUR ROADWAYS;

NOW, THEREFORE, I, PASQUALE MENNA, MAYOR OF THE BOROUGH OF RED BANK DO HEREBY PROCLAIM APRIL 2021 AS DISTRACTED DRIVING AWARENESS MONTH IN THE BOROUGH OF RED BANK AND DECLARE SUPPORT FOR THE DISTRACTED DRIVING 2021 CRACKDOWN BOTH LOCALLY AND NATIONALLY FROM APRIL 1 TO 30, 2021 AND PLEDGE TO SUPPORT THE EFFORTS OF OUR POLICE DEPARTMENT TO INCREASE AWARENESS OF DANGERS OF DISTRACTED DRIVING.

PASQUALE MENNA
MAYOR

**MINUTES
REGULAR MEETING
MUNICIPAL COUNCIL – BOROUGH OF RED BANK
January 27, 2021
6:30 P.M.**

ROLL CALL

PRESENT: Council President Yassin, and Council Members Yassin, Triggiano, Ballard, Zipprich and Horgan.

ALSO PRESENT: Administrator Shehady, Borough Clerk Borghi and Attorney Cannon.

ABSENT: Mayor Menna and Councilman Yngstrom

*Meeting held via video/telephone conference due to Governor’s Executive Order.

SUNSHINE STATEMENT

Mayor Menna requested the minutes reflect that, in compliance with Public Law 1975, Chapter 231 (Open Public Meetings Act), notice of this meeting has been provided by notifying the Asbury Park Press, the Two River Times and the Star Ledger and by placing a notice on the bulletin board and filing same with the Borough Clerk on December 11, 2019.

PLEDGE OF ALLEGIANCE

PROCLAMATIONS, ANNOUNCEMENTS & PRESENTATIONS

Council President Yassin said the Borough of Red Bank wanted to join the rest of the world in Holocaust Remembrance Day to remember the six million lives that were lost and recognize the survivors from that time. He called for a moment of silence to mark the day.

PUBLIC COMMENT (AGENDA ITEMS ONLY)

No one appeared.

MINUTES & REPORTS

Workshop Meeting minutes of 12/2/2020

Councilwoman Triggiano offered a motion to approve the minutes, seconded by Councilman Zipprich.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

ORDINANCES - Public Hearing/Adoption:

2021-01 Council President Yassin read “Bond Ordinance Providing for Various Capital Improvements by and in the Borough of Red Bank, in the County of Monmouth, State of New Jersey; Appropriating \$3,317,000 therefor and Authorizing the Issuance of \$3,317,000 Bonds or Notes to Finance Part of the Cost thereof.”

Council President Yassin called for a motion to open the Public Hearing.

Councilman Zipprich made the motion, Councilwoman Horgan seconded.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

Council President Yassin asked if anyone would like to speak.

No one appearing, Councilman Zipprich offered a motion to close the public hearing, seconded by Councilman Ballard.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

Councilwoman Horgan offered a motion to approve the adoption of the ordinance, seconded by Councilwoman Triggiano.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved as amended.

2021-02 Council President Yassin read, “Bond Ordinance Providing for Various Improvements by the Water/Sewer Utility of the Borough of Red Bank, in the County of Monmouth, State of New Jersey; Appropriating \$1,757,000 therefor and Authorizing the Issuance of \$1,757,000 Bonds or Notes to Finance the Cost thereof.”

Council President Yassin called for a motion to open the Public Hearing.

Councilwoman Horgan made the motion, Councilman Zipprich seconded.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

Council President Yassin asked if anyone would like to speak.

No one appearing, Councilwoman Horgan offered a motion to close the public hearing, seconded by Councilman Zipprich.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

Councilwoman Horgan offered a motion to approve the adoption of the ordinance, seconded by Councilwoman Triggiano.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

2021-03 Council President Yassin read, “Ordinance Approving a Lease with Trinity Episcopal Church For Certain Recreational and Meeting Space at 65 West Front Street for use as a Temporary Senior Center.”

Council President Yassin called for a motion to open the Public Hearing.

Councilwoman Horgan made the motion, Councilman Zipprich seconded.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

Council President Yassin asked if anyone would like to speak.

Margie Lane—“on the east side”—said she used to love to sit outside and watch the river at the Senior Center and said she did not want to sit in a parking lot. She questioned why they were paying \$2,000 a month for a place that they could not go to. She also asked why they could not go there when just about everything else was open.

Tiffany Harris—1 Cedar Crossing—said she had not heard about a resolution she had sent and asked if it was on this agenda. She said, if it was not on the agenda, she wanted to know why not.

Administrator Shehady noted that, at this time, the comment period was for a specific ordinance regarding the lease of the church.

Ms. Harris said she understood that but said she had sent in a resolution and wanted to know if it was on this agenda and, if not, why not. She said she had sent it at the last meeting.

Councilman Zipprich told her she would need to hold that question until audience participation section of the agenda.

No one else appearing, Councilman Zipprich offered a motion to close the public hearing, seconded by Councilwoman Horgan.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

Councilman Ballard questioned why they were entering into a lease to pay \$2,000 a month for the property when the seniors could not use it. He said he understood that the Director was using it for office space. He said it seemed like a lot of money for just one person to be using it for office space. He said they did not know how long the seniors would not be able to use it. He asked if it was possible to delay the contract so that when the Borough started paying, the seniors could use the space.

Councilman Yassin asked the Administrator if there was a possibility to delay the agreement.

Administrator Shehady said the February 1st timeline was one that both he and Senior Center Director Reynolds thought was appropriate not just for the office space but said they were also looking to use the space in a modified fashion with smaller groups. He said they were also looking to set up a COVID Vaccine registration clinic. He said would not look like it did pre-pandemic because they could not have mass gatherings. He said they were looking at smaller group activities to start as soon as possible.

Council President Yassin confirmed that there were other activities planned other than just office space.

Administrator Shehady said that was correct.

Councilman Ballard said they still had no idea when the seniors would be able to use it since they were in the middle of a pandemic. He said he had heard that it may not be until August.

Administrator Shehady said he had never said August.

Councilman Ballard said he was speaking nationally.

Administrator Shehady said that would be regarding things reopening nationally as they had been pre-pandemic. He said there were things that they could do. He said they were doing things outdoors and in smaller groups. He said certain things were allowed indoors but said things that were certain high risk activities, they would be trying to avoid. He said they could break up large groups by having people come in on different days to start to resume some activity.

Councilman Ballard asked if that was set up.

Administrator Shehady said that was what he and Jackie had been working on. He said the first activity or event was to set up a COVID registration for Senior Citizens. He said they needed the space for that and for some other programming that Ms. Reynolds had in mind.

Councilman Zipprich said they needed to keep in mind that the crowds needed to be significantly smaller because the space could only accommodate only up to 28 people including staff during the pandemic. He said anything organized would have to be in a very controlled fashion and said it would be limited to a few seniors at a time.

Councilman Ballard said he was glad to hear that there would be some activity.

Councilman Zipprich offered a motion to approve the adoption of the ordinance, seconded by Councilwoman Triggiano.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

2021-04 Council President Yassin read, "Ordinance Supplementing the Borough's Revised General Ordinances to Insert New Chapter 582: "Soil and Fill Importation" to Regulate the Importing and Depositing of Soil and Fill to Protect the Safety, Public Health, and General Welfare of the Borough's Residents."

Council President Yassin called for a motion to open the Public Hearing.

Councilman Zipprich made the motion, Councilwoman Horgan seconded.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

Council President Yassin asked if anyone would like to speak.

No one appearing, Councilman Zipprich offered a motion to close the public hearing, seconded by Councilwoman Horgan.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

Councilman Zipprich asked how the ordinance would be enforced.

Attorney Cannon said when he had written the ordinance he had spoken to the Borough Engineer and the Borough Administrator regarding that matter. He said the ordinance contemplates the Planning & Zoning Department being the recipient of the application. He said the Borough Engineer was incorporating the ordinance into their land use review process to ensure that it was being enforced during construction.

Councilman Zipprich asked if soil samples would be submitted to a laboratory. He said he wanted to make sure there was a proper testing and enforcement mechanism in place.

Attorney Cannon said he had named the appropriate people in the ordinance and said it was the Administrator's responsibility to ensure Borough staff were doing their job. He said he was confident that it could be enforced as set up.

Councilman Zipprich again asked if there was a mechanism to test to ensure that it was not contaminated fill.

Attorney Cannon said he believed that onus was put on the applicant. He said he believe that, with large purchases of dirt, that was standard.

Administrator Shehady explained the process that would require a signature from the supplier to certify that the soil had been tested.

A discussion followed on the process and recourse if there was contaminated soil.

Councilwoman Triggiano and Councilman Yassin spoke of the positive aspects of the ordinance.

Councilwoman Triggiano offered a motion to approve the adoption of the ordinance, seconded by Councilwoman Horgan.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

ORDINANCES – First Reading:

2021-06 Council President Yassin read "Ordinance Supplementing the Borough's Revised General Ordinances to Insert New Chapter 242: "Bamboo and Invasive Plants" to Prohibit the Future Planting and Regulate the Existing Plantings of Invasive Species of Vegetation within the Borough."

Councilwoman Horgan made the motion to approve the introduction of the ordinance, Councilwoman Triggiano seconded.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

Council President Yassin announced the Public Hearing would be held on 2/10/2021 at 6:30 pm.

RESOLUTIONS

Mayor Menna called for a motion for the following resolutions to be moved by Consent Agenda:

- Resolution 21-39: Resolution for Payment of Bills Amounting to \$ 1,200,616.77
- Resolution 21-40: Resolution Authorizing Tax Credits/Refunds Totaling \$4,690.76 due to Over Payment by Mortgage Company
- Resolution 21-41: Resolution Repealing and Replacing Resolution No. 21-24, to Authorize a Professional Services Contract with Kevin P. Wigenton, Esq. for Municipal Public Defender Services.
- Resolution 21-42: Resolution Ratifying and Confirming the Appointment of a Part-Time Construction Official

- Resolution 21-43: Resolution Ratifying and Confirming the Appointment of a Part-Time Building Subcode Official
- Resolution 21-44: Resolution Ratifying and Confirming the Appointment of a Part-Time Plumbing Subcode Official
- Resolution 21-45: Resolution Authorizing the Appointment of Regular Crossing Guards for the 2020-2021 School Year
- Resolution 21-46: Resolution Ratifying and Confirming the Appointment of a Full-Time Records Bureau Supervisor
- Resolution 21-47: Resolution Ratifying and Confirming the Appointment of an Administrative Assistant
- Resolution 21-48: Resolution Appointing Parking Enforcement Officers

Councilman Zipprich made the motion to move the resolutions en masse, Councilwoman Horgan seconded.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

21-49 Councilman Yassin read, "Resolution Authorizing the Mayor to Execute and Borough Clerk to Attest to The Closing Documents for the Transfer of Block, 27, Lot 1.01 from the Borough to Hackensack Meridian Health Realty Corporation Pursuant to Lease/Purchase Agreement Dated December 28, 2000."

Councilman Horgan made the motion to approve the resolution, Councilwoman Triggiano seconded.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Yngstrom, Zipprich and Horgan.

NAYS: None

There being six ayes and no nays, the motion was declared approved.

Councilman Ballard said he wanted to the public to know that this concerned a contract that had been entered into in 2001 and that none of the current Council people were on the Council at the time.

Councilman Zipprich said he wanted to make the same statement and said the matter was a business transaction that had been negotiated by their predecessors in municipal government. He said this transfer was being done 20 years after the negotiation was established.

MAYOR AND COUNCIL COMMENTS

Councilman Zipprich said he had no report.

Councilman Ballard reported that the Animal Welfare Advisory Committee had asked him to re-share the Garden for Wildlife Initiative. He said it was sponsored by the National Wildlife Federation and read a description of the program. He said participation could result in point that would certify Red Bank with the National Wildlife Federation. He offered information on participating in the program. He also reported that the Committee was in the process of creating a turtle habitat near the Primary School. He said they were working with the Environmental Commission on the project.

Councilwoman Horgan said she could not say enough good things about the programs and services that the Library was providing. She reviewed statistics from the library regarding services provided over the last year. She also reported on new services being offered at the library. Regarding Parks & Recreation, she reported on registration for the Kids Fitness Program and the Indoor Soccer Program which she said had been moved outdoors. She said she would let Councilwoman Triggiano report on a special Valentine's Day card swap.

Councilman Zipprich thanked Councilwoman Horgan for the information on the Library and asked if there was programming for the visually impaired or the blind.

Councilwoman Horgan said she was sure that they did and said she would find out.

Councilwoman Triggiano said she had no report for Police or Fire. She said, to add to Councilman Ballard's report, she said the Environmental Commission had been working hand in hand with the Animal Welfare Committee on the upcoming turtle habitat. She said she was grateful to everyone who had been involved in the project. She also offered information on the Wildlife Habitat program. She

said, regarding the Valentine's Program mentioned by Councilwoman Horgan, residents could check the Parks & Recreation website for fun Valentine's Day programs including a card swap between children and seniors.

Councilman Yassin reported that the Human Relations Advisory Committee had met recently and said he wanted to thank former Chair David Pascale who had stepped down after sixteen years of service. He said he looked forward to working with Kate Okeson who would be stepping into the role. He said the group was currently reviewing its mission and updating its statement to reflect the commitment of the municipality and inclusive and reformed advocacy for its residents. He said, as the new liaison to RiverCenter, it had been a busy couple of weeks. He said Downtown New Jersey has just awarded RiverCenter with their NJ Placemaking award for their efforts with the plaza and the streeteries. He said he thought the Broadwalk and the efforts downtown had been a success. He said he would like to get started earlier in forming the committee so they could get a head start on the concept plans for the coming year. He said he hoped to bring the matter to the next workshop meeting. He asked for suggestions for people to participate in the committee. He also reported that the Council had had some issues with the RiverCenter by laws when they had been presented. He said he was glad to say that there had been some back and forth over the past and said they had made a lot of the changes the Council had asked for. He said the full Board had passed the by-laws the previous week. He said those changes would be presented at the meeting on February 10. He also said he wanted to move into the next phase of the Stigma Free initiative that he had brought up last year and would like to create a committee. He said they wanted to expand resources to residents and children in town. He also reported that he and Councilwoman Triggiano had had the opportunity to speak with Middle School children about civics and local government. He said one of the things they had asked for was a skate park. He said he had told them he would take it seriously and said he felt they should have a place for outdoor recreational activities. He said he would be passing the recommendation on to Parks & Recreation. He said he wanted to let them know that, no matter how small an idea was, it was their job as representatives to the town to bring that to fruition. He thanked the students from the Middle School.

Councilman Zipprich said he wanted to remind everyone about RiverCenter's Date Night Out program that helped downtown businesses to function during the pandemic. He said he loved the idea of a skate park and reviewed an earlier idea that had been discussed by a previous Parks & Recreation Committee.

DISCUSSION & ACTION

Approval of 2021 RiverCenter Events (subject to final plan review by Special Events Committee)

- Wedding Walk, Sunday, 3/21, 10am to 3pm
- Farmer's Market, Galleria Parking Lot, Sundays 5/9 to 11/21, 9am to 2pm
- Streetlife, Saturday evenings, 6/5 to 8/28, 6pm to 9pm
- Red Bank Classic 5K, Saturday, 6/19, 8:30am to noon
- Friday in the Park w/NJ Symphony, Marine Park, Friday, 7/2, 8pm
- Red Bank Rocks, Fridays 7/16, 7/23, 7/30, 8/6 & 8/13, Riverside Gardens, 6:30pm
- 67th Annual Sidewalk Sale, 8/27, 8/28 and 8/29
- 11th Annual Guinness Oyster Festival, Sunday, 9/26, Rain Date 10/3, White St. Lot
- 29th Annual Town Lighting and Holiday Express Concert, 11/26, 7pm
- Small Business Saturday, 11/27
- Artists Sunday, 11/28
- Horse & Carriage Rides, Saturdays 11/27 through 12/18, 1pm to 5pm
- Holiday Harmonies, Saturdays, 11/27 through 12/18, noon to 3pm
- Photos with Santa, Galleria, Sat. & Sun, 11/27 through 12/18, noon to 4pm
- Menorah Lighting, Sunday, 11/28

Borough Clerk Borghi noted that the approvals would be to reserve dates only.

Councilman Zipprich offered a motion to approve the request, seconded by Councilwoman Horgan.

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None.

There being five ayes and no nays, the motion was declared approved.

PUBLIC COMMENT (Governmental Issues, 5 Minute Limit)

Dan Riorday—20 Irving Place—said he wanted to comment on the pending Borough facilities plan. He said one of the first steps should be assessing what users wanted and needed. He said it seemed to him that no one had checked with the seniors regarding what their needs were for the Senior Center. He said

he wondered what other users have not been checked with and said it would be late to do it now. He suggested that it become a priority in the project.

Cindy Burnham—71 Wallace Street—said that at the December 2nd Council meeting Administrator Shehady had said that anyone who wanted to tour the Senior Center should contact him and he would arrange it. She said, on December 14, Councilmembers Triggiano and Yngstrom, along with the Administrator had taken Ben Forest on a tour of the new facility at Trinity Church. She questioned why he had been included. She said on January 22nd she had called Council person Triggiano to request a tour and was told she would have to consult with the Administrator. She said she had then received an email from the Administrator stating that, at this time, all facilities were closed to the public due to the pandemic and that he would be happy to schedule it as soon as they reopened. She said he had also stated that he would be putting together a virtual tour for the public. She asked, if they had taken Ben Forest on a tour, why they could not take her. She said she was a senior, a member of the center, a former liaison to the center and a former Council member.

Stephen Hecht—135 Branch Avenue—said he had two issues that he wanted to explore. First, he said he would like to urge the Council to set some deadlines for the analytics that were occurring regarding the properties including the Senior Center. He said the issues have been dragging on for more than two years. Secondly, he expressed concern that Resolution 21-49 had not appeared on the copy of the agenda that he had. He said he understood that someone had said that it reflects a negotiation that had been accomplished twenty years ago. He said he would like to understand what the resolution was about and why twenty years had lapse.

Tiffany Harris—1 Cedar Crossing—asked why the resolution she had submitted was not on the agenda.

Sue Viscomi—25 Cedar Street—said she had spoken at the last meeting about quality of life issues regarding fireworks. She also said she was speaking on behalf of dog owners that they would like to have a dog run. She said they had discussed a skating park and said she would also like to see a dog park. She also expressed concerns about dogs running loose.

No one else appearing, Councilwoman Triggiano made a motion to close the Public Comment period, Councilman Zipprich seconded.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None.

There being five ayes and no nays, the motion was declared approved.

Council President asked Mr. Shehady to respond to the comments.

Administrator Shehady said one of the questions have been regarding the lease with Riverview Hospital. He said it had been on the agenda but had not been published on the website in time due to last minute changes. He reviewed the text of the resolution and the twenty year lease from the year 2000 regarding the Globe Court Parking Garage. He said the lease had concluded and said it had provided for the transfer of the garage to the hospital at the end of the lease. He said the resolution simply authorized the Mayor and the Clerk to sign the closing documents to effectuate the transfer.

Attorney Cannon briefly reviewed the history of the agreement.

Administrator Shehady said, in regard to the question about the tour, he noted that the lease did not take effect until February 1. He said, prior to that time, it was not the Borough's facility. Secondly, he said he had implemented a policy where he did not want employees potentially exposed to the public especially during the second wave of the virus that had occurred after the holidays. He said he would arrange the next best thing which was a virtual tour that had been suggested by Councilwoman Triggiano.

He said there had been a question regarding why a resolution submitted by the public had not been included on the agenda. He said that was a Council decision but did note that the public cannot submit resolutions to the Clerk to be added to an agenda. He said resolutions and legislation were added through a deliberative process that includes Workshop and Council meetings. He said based on discussion from those meetings, it seemed that adding such a resolution would be moot.

Councilman Zipprich asked the Administrator to comment on why Ben Forest had been included in the December 14 meeting.

Administrator Shehady said he could not comment on why he was there. He said he had not included or invited him or anyone else. He said he had gone to the meeting and Mr. Forest was there. He again noted that, prior to the passage of the ordinance, it was not the Borough's facility.

Councilman Ballard asked who had given the okay for Mr. Forest to attend.

Council President Yassin said the Administrator was saying that he had not the one who set it up or gave any okay.

Councilman Ballard again asked who did.

Councilman Yassin suggested he reach out to Mr. Forest.

Councilman Ballard said it did not make sense that no one on Council knew who had invited him to the tour.

Councilwoman Triggiano said there was no reason they could not be transparent about the matter. She said sometimes things happen. She said Ben Forest was a concerned citizen and said he had been speaking with Councilman Yngstrom. She said Councilman Yngstrom had mentioned that he was going to take a tour and Mr. Forest had responded that he would like to take one, too. She said Councilman Yngstrom had said, "Why don't you come along." She said the Administrator had not been informed of that and it had put him in a difficult spot where a resident was standing there with two Council members and, despite the policy, he had given him the tour. She said she had found out afterwards that it was against policy and said it was human error and a bad situation. She said, moving forward, they wanted to give as much transparency as possible but realize that they needed to keep people safe. She said she had suggested they put together a virtual tour so residents could see the facility.

Councilman Zipprich cautioned Councilwoman Triggiano about posting things to social media and allowing people to be tagged in photos. He said that went against Borough's social media policy.

Councilwoman Triggiano said she was not sure what Councilman Zipprich was talking about as she had tagged no one in anything.

Councilman Zipprich said the tour that Mr. Forest had taken had been on social media and a good many residents had seen it. He said the posts had included herself and Councilman Yngstrom. He again said he was cautioning her. He said he thought the virtual tour was a wonderful idea. He again said he was cautioning her and other colleagues on the use of social media.

Councilman Ballard said he had follow up to the Administrator's comments. He said regarding the resolution that had been submitted, he said he had emailed the Administrator and Mayor and asked that it be put on an agenda. Regarding the sale of the garage, he asked that the Administrator review the timeline again and asked if the Borough had ever actually owned the garage.

Administrator Shehady said it was Attorney Cannon who had reviewed the timeline.

Attorney Cannon said again reviewed the history. He also explained the delay in drafting the resolution.

Councilwoman Triggiano said she wanted to make it very clear that she had not done anything in violation of the Borough's social media policy. She said she was well versed in it and said it was dangerous to throw things out that were not true.

Councilman Zipprich read from Mr. Forest's Facebook post and accused her of implementing a double standard.

Councilwoman Triggiano said she was not clear on the point of his statement.

Council President Yassin said it had been brought up in Public Comment that the public did not like seeing the Council arguing and sniping at each other.

Council President Yassin called for a motion to adjourn to Executive Session to discuss Contract Negotiation and Personnel.

Councilman Ballard said, if the Personnel matter was what he thought it was, he did not think it should be discussed without the full Council.

Council President Yassin asked if that was something that could be decided in the Executive Session.

Administrator Shehady confirmed that just because it was listed in the resolution they did not have to discuss it.

EXECUTIVE SESSION

21-49A The Borough Attorney read a resolution to adjourn to executive session to discuss Contract Negotiations and Personnel. No action to be taken.

Councilwoman Triggiano offered a motion to adjourn to Executive Session, seconded by Councilwoman Horgan.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

ADJOURNMENT

Councilman Zipprich offered a motion to adjourn the meeting, seconded by Councilman Ballard.

ROLL CALL:

AYES: Yassin, Triggiano, Ballard, Zipprich and Horgan.

NAYS: None

There being five ayes and no nays, the motion was declared approved.

Respectfully submitted,

Pamela Borghi

DRAFT

ORDINANCE NO. 2021-05

**ORDINANCE OF THE BOROUGH OF RED BANK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY SUPPLEMENTING AND AMENDING SECTION 490-107:
“STORMWATER MANAGEMENT AND CONTROL” OF THE BOROUGH’S REVISED
GENERAL ORDINANCES TO ADOPT NEW REGULATIONS CONSISTENT WITH
AMENDMENTS TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION’S STORMWATER MANAGEMENT RULES**

WHEREAS, the New Jersey Department of Environmental Protection (“NJDEP”) recently amended its state-wide Stormwater Management Rules, N.J.A.C. 7:8, *et seq.*; and

WHEREAS, the Borough of Red Bank (the “Borough”) has maintained and continues to maintain its municipal stormwater management regulations within its Borough Code located at Section 490-107, entitled “Stormwater Management and Control”; and

WHEREAS, pursuant to the recommendation and instruction of the Borough Engineer, the Borough must now amend its local stormwater management regulations within Chapter 396 of the Borough Code to be consistent with NJDEP amendments and mandates;

NOW, THEREFORE BE IT ORDAINED by the Mayor and Council of the Borough of Red Bank, County of Monmouth, State of New Jersey, that the Borough’s Revised General Ordinances are hereby amended to replace the prior Section 49-107 with new Section 490-107, entitled “Stormwater Management and Control” as follows:

§ 490-107 Stormwater management and control.

- A. *Title.* This section shall be known as and may be cited as the "Stormwater Management Ordinance of the Borough of Red Bank."
- B. *Permit required.*
 - (1) *Scope and purpose.*
 - a. *Policy statement.* Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.
 - b. *Purpose.* The purpose of this ordinance is to establish minimum stormwater management requirements and controls for “major development,” as defined below in Section C.
 - c. *Applicability.*
 - [1] This chapter shall be applicable to all major developments undertaken by the Borough of Red Bank.
 - [2] This chapter shall be applicable to all private properties, other than residential lots with one single-family house, with respect to storm drain inlet retrofitting, as set forth below.
 - [3] Aspects of residential major developments that are not preempted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
 - d. *Compatibility with other permit and ordinance requirements.* Development approvals issued pursuant to this section are to be considered an integral part of development approvals under the development permit, subdivision and site plan review process and do not relieve the applicant of the responsibility to secure

required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this section shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare. This section is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law, except that, where any provision of this section imposes restrictions different from those imposed by any other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

C. Definitions.

- (1) For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The definitions below are the same as or based on the corresponding definitions in the Stormwater Management Rules at N.J.A.C. 7:8-1.2.

CAFRA CENTERS, CORES OR NODES

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

CAFRA PLANNING MAP

The geographic depiction of the boundaries for Coastal Planning Areas, CAFRA Centers, CAFRA Cores and CAFRA Nodes pursuant to N.J.A.C. 7:7E-5B.3.

COMMUNITY BASIN

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

COMPACTION

The increase in soil bulk density.

CONTRIBUTARY DRAINAGE AREA

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

CORE

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

COUNTY REVIEW AGENCY

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

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

DEPARTMENT

The New Jersey Department of Environmental Protection.

DESIGNATED CENTER

A state development and redevelopment plan center as designated by the State Planning Commission, such as urban, regional, town, village, or hamlet.

DESIGN ENGINEER

A person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of

project requirements, creation and development of project design and preparation of drawings and specifications.

DEVELOPMENT

For the purposes of this section only, the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, by any person, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. In the case of development of agricultural lands, "development" means any activity that requires a state permit; any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC) and municipal review of any activity not exempted by the Right to Farm Act, N.J.S.A. 4:1C-1 et seq. "Development" also means any reconstruction or altering of any service located on private property, except for residential lots with one single-family home, that is in direct contact with an existing storm drain inlet on that property only with respect to the storm drain retrofitting provisions of this section.

DISTURBANCE

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

DRAINAGE AREA

A geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving water body or to a particular point along a receiving water body.

ENVIRONMENTALLY CONSTRAINED AREA

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

ENVIRONMENTALLY CRITICAL AREAS

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

EMPOWERMENT NEIGHBORHOOD

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

EROSION

The detachment and movement of soil or rock fragments by water, wind, ice or gravity.

GREEN INFRASTRUCTURE

A stormwater management measure that manages stormwater close to its source by:

- (a) Treating stormwater runoff through infiltration into subsoil;
- (b) Treating stormwater runoff through filtration by vegetation or soil; or
- (c) Storing stormwater runoff for reuse.

HYDROLOGIC UNIT CODE 14 (HUC 14)

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

IMPERVIOUS SURFACE

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

INFILTRATION

The process by which water seeps into the soil from precipitation.

LEAD PLUMBING AGENCY

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

MAJOR DEVELOPMENT

For the purpose of this section only, an individual “development,” as well as multiple developments that individually or collectively result in:

- (a) The disturbance of 1/2 or more acres of land since February 2, 2004;
- (b) The creation of one-quarter acre or more of “regulated impervious surface” since February 2, 2004;
- (c) The creation of one-quarter acre or more of “regulated motor vehicle surface” since March 2, 2021; or
- (d) A combination of 2 and 3 above that totals an area of one-quarter acre or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

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

MOTOR VEHICLE

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

MOTOR VEHICLE SURFACE

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

MUNICIPALITY

Any city, borough, town, township, or village.

MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)

A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that is owned or operated by the Borough of Red Bank or other public body and is designed and used for collecting and conveying stormwater.

NEW JERSEY STORMWATER BEST MANAGEMENT PRACTICES (BMP) MANUAL

The manual maintained by the Department providing, in part, design specifications, removal rates, calculation methods, and soil testing procedures approved by the Department as being capable of contributing to the achievement of the stormwater management standards specified in this chapter. The BMP Manual is periodically amended by the Department as necessary to provide design specifications on additional best management practices and new information on already included practices reflecting the best available current information regarding the particular practice and the Department’s determination as to the ability of that best management practice to contribute to compliance with the standards contained in this chapter. Alternative stormwater management measures, removal rates, or calculation methods may be utilized, subject to any limitations specified in this chapter, provided the design engineer demonstrates to the municipality, in accordance with Section E.6 of this ordinance and N.J.A.C. 7:8-5.2(g), that the proposed measure and its design will contribute to achievement of the design and performance standards established by this chapter.

NODE

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

NUTRIENT

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

PERSON

Any individual, corporation, company, partnership, firm, association, Borough of Red Bank, or political subdivision of this state subject to municipal jurisdiction pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

POLLUTANT

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

RECHARGE

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

REGULATED IMPERVIOUS SURFACE

Any of the following, alone or in combination:

- (a) A net increase of impervious surface;
- (b) The total area of impervious surface collected by a new stormwater conveyance system (for the purpose of this definition, a "new stormwater conveyance system" is a stormwater conveyance system that is constructed where one did not exist immediately prior to its construction or an existing system for which a new discharge location is created);
- (c) The total area of impervious surface proposed to be newly collected by an existing stormwater conveyance system; and/or
- (d) The total area of impervious surface collected by an existing stormwater conveyance system where the capacity of that conveyance system is increased.

REGULATED MOTOR VEHICLE SURFACE

Any of the following, alone or in combination:

- (a) The total area of motor vehicle surface that is currently receiving water;
- (b) A net increase in motor vehicle surface; and/or quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant, where the water quality treatment will be modified or removed.

REFUSE CONTAINER

Any waste container that a person controls, whether owned, leased, or operated, including dumpsters, trash cans, garbage pails, and plastic trash bags.

SEDIMENT

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

SITE

The lot or lots upon which a major development is to occur or has occurred.

SOIL

All unconsolidated mineral and organic material of any origin.

STATE DEVELOPMENT AND REDEVELOPMENT PLAN METROPOLITAN PLANNING AREA (PA1)

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

STATE PLAN POLICY MAP

The geographic application of the state development and redevelopment plan's goals and statewide policies, and the official map of these goals and policies.

STORM DRAIN INLET

An opening in a storm drain used to collect stormwater runoff and includes, but is not limited to, a grate inlet, curb-opening inlet, slotted inlet, and combination inlet.

STORMWATER

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

STORMWATER MANAGEMENT BASIN

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

STORMWATER MANAGEMENT MEASURE

Any structural or nonstructural strategy, practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal nonstormwater discharges into stormwater conveyances.

STORMWATER RUNOFF

Water flow on the surface of the ground or in storm sewers resulting from precipitation.

STORMWATER MANAGEMENT PLANNING AGENCY

A public body authorized by legislation to prepare stormwater management plans.

STORMWATER MANAGEMENT PLANNING AREA

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

TIDAL FLOOD HAZARD AREA

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

[Amended 3-2-2021 by Ord. No. 2021-XX]

URBAN COORDINATING COUNCIL EMPOWERMENT NEIGHBORHOOD

A neighborhood given priority access to state resources through the New Jersey Redevelopment Authority.

URBAN ENTERPRISE ZONES

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

URBAN REDEVELOPMENT AREA

Previously developed portions of areas:

- (a) Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;
- (b) Designated as CAFRA Centers, Cores or Nodes;
- (c) Designated as Urban Enterprise Zones; and
- (d) Designated as Urban Coordinating Council Empowerment Neighborhoods.

WATER CONTROL STRUCTURE

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

WATERS OF THE STATE

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

WETLANDS or WETLAND

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

D. General standards. Design and performance standards for stormwater management measures.

(1) Stormwater management measures for major development shall be developed to meet the erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:

- a. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.

The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.

(2) The standards in this chapter apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or water quality management plan adopted in accordance with Department rules.

E. Stormwater management requirements for major development.

(1) The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Subsection K of this section.

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

(3) The following linear development projects are exempt from the groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements of Subsection E(16), (17) and (18):

- a. The construction of an underground utility line, provided that the disturbed areas are revegetated upon completion;
- b. The construction of an aboveground utility line, provided that the existing conditions are maintained to the maximum extent practicable; and
- c. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.

(4) A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements of Subsection E(15), (16), (17), and (18) of this section may be obtained for the enlargement of an existing public roadway or railroad or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:

- a. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
 - b. The applicant demonstrates, through an alternatives analysis, that through the use of nonstructural and structural stormwater management strategies and measures, the option selected complies with the requirements of Subsection E(15), (16), (17) and (18) of this section to the maximum extent practicable;
 - c. The applicant demonstrates that, in order to meet the requirements of Subsection E(15), (16), (17) and (18) of this section, existing structures currently in use, such as homes and buildings, would need to be condemned; and
 - d. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under Subsection E(4)(c) of this section within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of Subsection E(15), (16), (17) and (18) of this section that were not achievable on site.
- (5) Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in Section E(15), (16), (17) and (18). When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:
- https://njstormwater.org/bmp_manual2.htm.
- (6) Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this ordinance the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

Table 1 Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Cistern	0	Yes	No	--
Dry Well ^(a)	0	No	Yes	2
Grass Swale	50 or less	No	No	2 ^(e) 1 ^(f)
Green Roof	0	Yes	No	--
Manufactured Treatment Device ^{(a) (g)}	50 or 80	No	No	Dependent upon the device

Pervious Paving System ^(a)	80	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Bioretention Basin ^(a)	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Infiltration Basin ^(a)	80	Yes	Yes	2
Small-Scale Sand Filter	80	Yes	Yes	2
Vegetative Filter Strip	60-80	No	No	--

**Table 2
Green Infrastructure BMPs for Stormwater Runoff Quantity
(or for Groundwater Recharge and/or Stormwater Runoff Quantity
with a Waiver or Variance from N.J.A.C. 7:8-5.3)**

Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Bioretention System	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Infiltration Basin	80	Yes	Yes	2
Sand Filter ^(b)	80	Yes	Yes	2
Standard Constructed Wetland	90	Yes	No	N/A
Wet Pond ^(d)	50-90	Yes	No	N/A

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

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at Section E(15).b;
- (b) designed to infiltrate into the subsoil;
- (c) designed with underdrains;
- (d) designed to maintain at least a 10-foot wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
- (e) designed with a slope of less than two percent;
- (f) designed with a slope of equal to or greater than two percent;
- (g) manufactured treatment devices that meet the definition of green infrastructure at Section C;
- (h) manufactured treatment devices that do not meet the definition of green infrastructure at Section C.

- (7) An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with Section G(2). Alternative stormwater management measures may be used to satisfy the requirements at Section E(15) only if the measures meet the definition of green infrastructure at Section C. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section (15)b are subject to the contributory drainage area limitation specified at Section (15)b for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section (15)b shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a

variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section E(4) is granted from Section E(15).

- (8) Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.
- (9) Design standards for stormwater management measures are as follows:
 - a. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
 - b. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of Section I(3);
 - c. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
 - d. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section I; and
 - e. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.
- (10) Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section C may be used only under the circumstances described at Section E(15)d.
- (11) Any application for a new agricultural development that meets the definition of major development at Section C shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at Sections E(15), (16), (17) and (18) and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- (12) If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section E(16), (17) and (18) shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.

(13) Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the Office of the Monmouth County Clerk. A form of deed notice shall be submitted to the municipality for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section E(15), (16), (17) and (18) and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to Section K(2)e. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

(14) A stormwater management measure approved under the municipal stormwater management plan or ordinance may be altered or replaced with the approval of the municipality, if the municipality determines that the proposed alteration or replacement meets the design and performance standards pursuant to Section E of this ordinance and provides the same level of stormwater management as the previously approved stormwater management measure that is being altered or replaced. If an alteration or replacement is approved, a revised deed notice shall be submitted to the municipality for approval and subsequently recorded with the Office of the Monmouth County Clerk and shall contain a description and location of the stormwater management measure, as well as reference to the maintenance plan, in accordance with (14) above. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality in accordance with (14) above.

(15) Green Infrastructure Standards

- a. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
- b. To satisfy the groundwater recharge and stormwater runoff quality standards at Section E(16) and (17), the design engineer shall utilize green infrastructure BMPs identified in Table 1 at Section E(6). and/or an alternative stormwater management measure approved in accordance with Section E(7). The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

Best Management Practice	Maximum Contributory Drainage Area
Dry Well	1 acre
Manufactured Treatment Device	2.5 acres
Pervious Pavement Systems	Area of additional inflow cannot exceed three times the area occupied by the BMP
Small-scale Bioretention Systems	2.5 acres
Small-scale Infiltration Basin	2.5 acres
Small-scale Sand Filter	2.5 acres

- c. To satisfy the stormwater runoff quantity standards at Section E(18), the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with Section E(7).

- d. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section E(4) is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with Section E(7) may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section E(16), (17), (18).
- e. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at Section E(16), (17) and (18), unless the project is granted a waiver from strict compliance in accordance with Section E(4).

(16) Groundwater Recharge Standards

- a. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
 - b. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Section F, either:
 - i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.
 - c. This groundwater recharge requirement does not apply to projects within the “urban redevelopment area,” or to projects subject to d below.
 - d. The following types of stormwater shall not be recharged:
 - i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and
 - ii. Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.

(17) Stormwater Runoff Quality Standards

- a. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.

- b. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
- i. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.
 - ii. If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
- c. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with b above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.
- d. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

Table 4 – Water Quality Design Storm Distribution

Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)	Time (Minutes)	Cumulative Rainfall (Inches)
1	0.00166	41	0.1728	81	1.0906
2	0.00332	42	0.1796	82	1.0972
3	0.00498	43	0.1864	83	1.1038
4	0.00664	44	0.1932	84	1.1104
5	0.00830	45	0.2000	85	1.1170
6	0.00996	46	0.2117	86	1.1236
7	0.01162	47	0.2233	87	1.1302
8	0.01328	48	0.2350	88	1.1368
9	0.01494	49	0.2466	89	1.1434
10	0.01660	50	0.2583	90	1.1500
11	0.01828	51	0.2783	91	1.1550
12	0.01996	52	0.2983	92	1.1600
13	0.02164	53	0.3183	93	1.1650
14	0.02332	54	0.3383	94	1.1700
15	0.02500	55	0.3583	95	1.1750
16	0.03000	56	0.4116	96	1.1800
17	0.03500	57	0.4650	97	1.1850
18	0.04000	58	0.5183	98	1.1900
19	0.04500	59	0.5717	99	1.1950
20	0.05000	60	0.6250	100	1.2000
21	0.05500	61	0.6783	101	1.2050
22	0.06000	62	0.7317	102	1.2100
23	0.06500	63	0.7850	103	1.2150
24	0.07000	64	0.8384	104	1.2200
25	0.07500	65	0.8917	105	1.2250
26	0.08000	66	0.9117	106	1.2267
27	0.08500	67	0.9317	107	1.2284
28	0.09000	68	0.9517	108	1.2300
29	0.09500	69	0.9717	109	1.2317
30	0.10000	70	0.9917	110	1.2334
31	0.10660	71	1.0034	111	1.2351
32	0.11320	72	1.0150	112	1.2367
33	0.11980	73	1.0267	113	1.2384
34	0.12640	74	1.0383	114	1.2400
35	0.13300	75	1.0500	115	1.2417
36	0.13960	76	1.0568	116	1.2434
37	0.14620	77	1.0636	117	1.2450
38	0.15280	78	1.0704	118	1.2467
39	0.15940	79	1.0772	119	1.2483
40	0.16600	80	1.0840	120	1.2500

e. If more than one BMP in series is necessary to achieve the required 80 percent TSS reduction for a site, the applicant shall utilize the following formula to calculate TSS reduction:

$$R = A + B - (A \times B) / 100,$$

Where

R = total TSS Percent Load Removal from application of both BMPs, and

A = the TSS Percent Removal Rate applicable to the first BMP

B = the TSS Percent Removal Rate applicable to the second BMP.

f. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in Section E(16), (17), and (18).

- g. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
 - h. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
 - i. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
 - j. This stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.
- (18) Stormwater Runoff Quantity Standards
- a. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
 - b. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section F, complete one of the following:
 - i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
 - ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the 2-, 10- and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
 - iii. Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or
 - iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with b.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
 - c. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

F. Calculation of Stormwater Runoff and Groundwater Recharge

- (1) Stormwater runoff shall be calculated in accordance with the following:
 - a. The design engineer shall calculate runoff using one of the following methods:

- i. The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/stelprdb1044171.pdf

or at United States Department of Agriculture Natural Resources Conservation Service, 220 Davison Avenue, Somerset, New Jersey 08873; or

- ii. The Rational Method for peak flow and the Modified Rational Method for hydrograph computations. The rational and modified rational methods are described in "Appendix A-9 Modified Rational Method" in the Standards for Soil Erosion and Sediment Control in New Jersey, January 2014. This document is available from the State Soil Conservation Committee or any of the Soil Conservation Districts listed at N.J.A.C. 2:90-1.3(a)3. The location, address, and telephone number for each Soil Conservation District is available from the State Soil Conservation Committee, PO Box 330, Trenton, New Jersey 08625. The document is also available at:

<http://www.nj.gov/agriculture/divisions/anr/pdf/2014NJSoilErosionControlStandardsComplete.pdf>.

- b. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology above at Section F(1)a.i and the Rational and Modified Rational Methods at Section F(1)a.ii. A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover have existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).
- c. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.
- d. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 – Urban Hydrology for Small Watersheds* or other methods may be employed.
- e. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

(2) Groundwater recharge may be calculated in accordance with the following:

The New Jersey Geological Survey Report GSR-32, A Method for Evaluating Groundwater-Recharge Areas in New Jersey, incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the New Jersey Stormwater Best Management Practices Manual; at the New Jersey Geological Survey website at:

<https://www.nj.gov/dep/njgs/pricelst/greport/gsr32.pdf>

or at New Jersey Geological and Water Survey, 29 Arctic Parkway, PO Box 420 Mail Code 29-01, Trenton, New Jersey 08625-0420.

G. Sources for Technical Guidance

(1) Technical guidance for stormwater management measures can be found in the documents listed below, which are available to download from the Department's website at:

http://www.nj.gov/dep/stormwater/bmp_manual2.htm.

a. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.

b. Additional maintenance guidance is available on the Department's website at:

https://www.njstormwater.org/maintenance_guidance.htm.

(2) Submissions required for review by the Department should be mailed to:

The Division of Water Quality, New Jersey Department of Environmental Protection, Mail Code 401-02B, PO Box 420, Trenton, New Jersey 08625-0420.

H. Solids and Floatable Materials Control Standards

(1) Site design features identified under Section E(6) above, or alternative designs in accordance with Section E(7) above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, "solid and floatable materials" means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Section H(1)b below.

a. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:

- i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
- ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

Examples of grates subject to this standard include grates in grate inlets, the grate portion (non-curb-opening portion) of combination inlets, grates on storm sewer manholes, ditch grates, trench grates, and grates of spacer bars in slotted drains. Examples of ground surfaces include surfaces of roads (including bridges), driveways, parking areas, bikeways, plazas, sidewalks, lawns, fields, open channels, and stormwater system floors used to collect stormwater from the surface into a storm drain or surface water body.

- iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more

than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.

- b. The standard in (1)a above does not apply:
 - i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
 - ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
 - iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to prevent delivery of all solid and floatable materials that could not pass through one of the following:
 - 1. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
 - 2. A bar screen having a bar spacing of 0.5 inches.

Note that these exemptions do not authorize any infringement of requirements in the Residential Site Improvement Standards for bicycle safe grates in new residential development (N.J.A.C. 5:21-4.18(b)2 and 7.4(b)1).

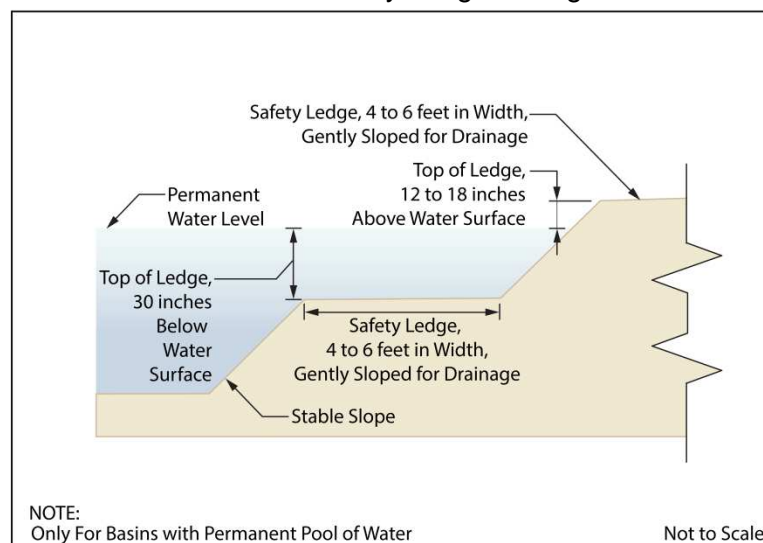
- iv. Where flows are conveyed through a trash rack that has parallel bars with one-inch (1 inch) spacing between the bars, to the elevation of the Water Quality Design Storm as specified in N.J.A.C. 7:8; or
- v. Where the New Jersey Department of Environmental Protection determines, pursuant to the New Jersey Register of Historic Places Rules at N.J.A.C. 7:4-7.2(c), that action to meet this standard is an undertaking that constitutes an encroachment or will damage or destroy the New Jersey Register listed historic property.

I. Safety Standards for Stormwater Management Basins

- (1) This section sets forth requirements to protect public safety through the proper design and operation of stormwater management basins. This section applies to any new stormwater management basin.
- (2) The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in Section I(3)a, I(3)b, and I(3)c for trash racks, overflow grates, and escape provisions at outlet structures.
- (3) Requirements for trash racks, overflow grates and escape provisions.
 - a. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the stormwater management basin to ensure proper functioning of the basin outlets in accordance with the following:
 - i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars.
 - ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure.
 - iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack.

- iv. The trash rack shall be constructed and installed to be rigid, durable, and corrosion-resistant and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.
 - b. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
 - i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - ii. The overflow grate spacing shall be no less than two inches across the smallest dimension.
 - iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion-resistant and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.
 - c. For purposes of this subsection, "escape provisions" means the permanent installation of ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management basins. Stormwater management basins shall include escape provisions as follows:
 - i. If a stormwater management basin has an outlet structure, escape provisions shall be incorporated in or on the structure. With the prior approval of the reviewing agency identified in Subsection I(4) of this section, a freestanding outlet structure may be exempted from this requirement.
 - ii. Safety ledges shall be constructed on the slopes of all new stormwater management basins having a permanent pool of water deeper than 2 1/2 feet. Such safety ledges shall be comprised of two steps. Each step shall be four feet to six feet in width. One step shall be located approximately 2 1/2 feet below the permanent water surface, and the second step shall be located one to 1 1/2 feet above the permanent water surface. See Subsection I(5) of this section for an illustration of safety ledges in a stormwater management basin.
 - iii. In new stormwater management basins, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.
- (4) Variance or exemption from safety standards. A variance or exemption from the safety standards for stormwater management basins may be granted only upon a written finding by the appropriate reviewing agency (municipality, county or Department) that the variance or exemption will not constitute a threat to public safety.
- (5) Illustration of safety ledges in a new stormwater management basin.

Elevation View – Basin Safety Ledge Configuration



J. Requirements for a Site Development Stormwater Plan

(1) Submission of site development stormwater plan.

- a. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Section J(3) below as part of the submission of the application for approval.
- b. The applicant shall demonstrate that the project meets the standards set forth in this section.
- c. The applicant shall submit four copies of the materials listed in the checklist for site development stormwater plans in accordance with Section J(3) of this section.

(2) Site development stormwater plan approval.

The applicant's site development project shall be reviewed as a part of the subdivision, site plan, or development application review process by the Planning Board, Zoning Board of Adjustment or official from which municipal approval is sought. The Board and/or Zoning Officer shall consult the Borough Engineer or other such engineer (as appropriate) to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this section.

(3) Checklist requirements. The following information shall be required:

- a. **Topographic Base Map**
The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.
- b. **Environmental Site Analysis**
A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.
- c. **Project Description and Site Plans**
A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.
- d. **Land Use Planning and Source Control Plan**
This plan shall provide a demonstration of how the goals and standards of Sections D through F are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.
- e. **Stormwater Management Facilities Map.** The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- i. Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
 - ii. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.
- f. Calculations
 - i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Section E of this ordinance.
 - ii. When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

g. Maintenance and Repair Plan

The design and planning of the stormwater management facility shall meet the maintenance requirements of Section K.

h. Waiver from Submission Requirements

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements in Section J(3)a through J(3)f of this section when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

K. Maintenance and repair.

(1) Applicability. Projects subject to review as in Subsection B(1)(c) of this ordinance shall comply with the requirements of Subsection K(2) and (3) of this section.

(2) General maintenance.

- a. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
- b. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.
- c. If the maintenance plan identifies a person other than the developer (for example, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's agreement to assume this responsibility, or of the developer's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
- d. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.

- e. If the person responsible for maintenance identified under Subsection K(2) of this section is not a public agency, the maintenance plan and any future revisions based on Subsection K(2)(g) of this section shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
 - f. Preventative and corrective maintenance shall be performed to maintain the function of the stormwater management measure, including repairs or replacement to the structure; removal of sediment, debris, or trash; restoration of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of nonvegetated linings.
 - g. The party responsible for maintenance identified under Section K(2)c above shall perform all of the following requirements:
 - i. maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
 - ii. evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
 - iii. retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Section K(2)f and K(2)g above.
 - h. The requirements of Section K(2)c and K(2)d do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.
 - i. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.
- (3) Nothing in this section shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53.

L. Penalties and enforcement.

- (1) Any person who violates any provision of this section shall, upon conviction thereof in Municipal Court, be punishable by imposition of the penalties set forth at Chapter 1, Article II, General Penalty, of this Borough Code.
- (2) Each instance of engaging in a separate regulated activity in violation of this section shall be deemed a separate offense.
- (3) In addition, the Borough may institute civil action for injunctive or other relief to enforce the provisions of this section.
- (4) This section shall be enforced by the Construction Official, or his designees, the Department of Public Utilities and/or the Code Enforcement Department.

BE IT FURTHER ORDAINED by the Governing Body of the Borough of Red Bank that any ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance. All other provisions of the Revised General Ordinances are ratified and remain in full force and effect.

BE IT FURTHER ORDAINED by the Governing Body of the Borough of Red Bank that if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

BE IT FURTHER ORDAINED by the Governing Body of the Borough of Red Bank that, after adoption of this Ordinance, the Borough Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the County of Monmouth for its review and approval in accordance with N.J.S.A. 40:55D-97.

BE IT FURTHER ORDAINED by the Governing Body of the Borough of Red Bank that this Ordinance shall take effect upon its (1) adoption; (2) publication in accordance with the laws of the State of New Jersey; and (3) approval by the Monmouth County Planning Board pursuant to N.J.S.A. 40:55D-97.

	Motion	Yes	No	Abstain	Absent
Councilman Yassin					
Councilwoman Triggiano					
Councilman Ballard					
Councilman Yngstrom					
Councilman Zipprich					
Councilwoman Horgan					

Introduction: January 13, 2021
 Public Hearing: February 10, 2021
 Adoption: March 24, 2021

ORDINANCE NO. 2021-08

ORDINANCE OF THE BOROUGH OF RED BANK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY AMENDING CHAPTER 596: "SPECIAL IMPROVEMENT DISTRICT" OF THE BOROUGH'S REVISED GENERAL ORDINANCES TO COMPORT WITH RECENT UPDATES AND AMENDMENTS TO THE BY-LAWS OF RED BANK RIVERCENTER

WHEREAS, the Borough of Red Bank, County of Monmouth, State of New Jersey (the "Borough") maintains a Special Improvement District, codified by ordinance under Borough Code Sections 596-1 through 596-12 establishing Red Bank RiverCenter as the Borough's District Management Corporation; and

WHEREAS, the Borough Code permits Red Bank RiverCenter to adopt By-Laws for the regulation of its affairs and the conduct of its business and to prescribe rules, regulations and policies in connection with the performance of its functions and duties; and

WHEREAS, Red Bank RiverCenter, in collaboration with the Borough's governing body, recently worked to update and revise the By-Laws of Red Bank RiverCenter to better manage and attend to the affairs of the Borough's Special Improvement District; and

WHEREAS, the Borough desires to update its Revised General Ordinances to comport with Red Bank RiverCenter's recent amendment to its By-Laws;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Borough of Red Bank that the following Article 1 of Chapter 596: "Special Improvement District" of the Revised General Ordinances of the Borough of Red Bank is hereby amended as follows (~~stricken~~ text denotes deletions, underlined text denotes additions):

CHAPTER 596: SPECIAL IMPROVEMENT DISTRICT

ARTICLE I: RED BANK RIVERCENTER

§ 596-1 Definitions.

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

DISTRICT MANAGEMENT CORPORATION

Special Improvement District of Red Bank, New Jersey, Inc., d/b/a Red Bank RiverCenter (also referred to as "Management Corporation"), an entity incorporated pursuant to Title 15A of the New Jersey Statutes and designated by municipal ordinance to receive funds collected by a special assessment within the Special Improvement District, as authorized by this article and any amendatory supplementary ordinances.

EXPANDED DISTRICT PROPERTIES

The properties identified by block and lot number and street address in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07.

ORIGINAL DISTRICT PROPERTIES

The properties identified by block and lot number and street address on Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07.

SPECIAL IMPROVEMENT DISTRICT (sometimes also referred to as DISTRICT)

An area within the Borough of Red Bank designated by this article as an area in which a special assessment on property within the District shall be imposed for the purposes of promoting the economic and general welfare of the District and the municipality. The Special Improvement District includes the expanded district properties.

§ 596-2 Findings.

The Mayor and Council find and declare:

- A. That the Expanded District Properties, as identified by block and lot number and street address in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07, will benefit from being included within the Special Improvement District;
- B. That the District Management Corporation will provide administrative, management and other services to benefit the businesses, employees, residents and consumers in the Original District Properties and the Expanded District Properties;
- C. That a special assessment shall be imposed and collected by the Borough with the regular property tax payment or payment in lieu of taxes or otherwise, and that all or a portion of these payments shall be transmitted to the District Management Corporation to effectuate the purposes of this article and to exercise the powers granted to it pursuant to this article;
- D. That it is in the best interests of the Borough to expand the Special Improvement District to include the Expanded District Properties and designate the District Management Corporation to administer the District, inclusive of the Original District Properties and the Expanded District Properties;
- E. That the business community should be encouraged to provide self-help and self-financing programs to meet local business needs, goals and objectives.

§ 596-3 Creation of District.

- A. There is hereby created and designated within the Borough of Red Bank a Special Improvement District, to be known as the "Red Bank Special Improvement District," consisting of the properties designated and listed on Schedule A by tax lot and block number and street addresses, as amended by Exhibit A to Ordinance No. 2018-07, including the expanded district properties as set forth and identified by block and lot number and street address in Exhibit A of Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07. The Special Improvement District shall be subject to special assessments on all affected property within the District, which assessment shall be imposed by the Borough of Red Bank for the purposes of promoting the economic and general welfare of the District and the municipality.
- B. All business properties within the Special Improvement District, including all private, nonresidential assessed properties, are deemed included in the assessing and taxing provisions of this article and are expressly subject to potential tax or assessment made for Special Improvement District purposes.
- C. All properties within the Special Improvement District that are tax-exempt or are used exclusively for residential purposes are deemed excluded from the assessing or taxing provisions of this chapter and are expressly exempt from any tax or assessment made for Special Improvement District purposes. The tax-exempt and residential properties that shall be accordingly exempt from any tax or assessment for special improvement district purposes are specifically identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07, as "Tax-Exempt Properties" and "Residential Properties."
- D. All properties within the Special Improvement District that are of a mixed use, and where the residential use is equal to 75% or more of the fair market value of the property as determined by the Borough Assessor, are deemed excluded from the assessing or taxing provisions of this chapter and are expressly exempt from any tax or assessment made for Special Improvement District purposes.
- E. The status of the properties identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07, as "Tax-Exempt Properties" and "Residential Properties" are based upon the current uses for such properties. In the event that any residential property use shall change to a commercial use, or any tax-exempt property shall become subject to taxation and used for commercial purposes, such property will be subject to the assessment pursuant to Ordinance No. 2007-4 and Ordinance No. 1994-17 and Ordinance No. 2018-07. Should any commercial property currently subject to assessment pursuant to Ordinance No. 2007-4 and Ordinance No. 1994-17 and Ordinance No. 2018-07 change its legal use from commercial to residential, or should any such property become legally tax-exempt, such property shall no longer be subject to assessment hereunder.

§ 596-4 Appeal of property owner from inclusion in District.

Any owner of property included within the Special Improvement District, including the properties identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and the expanded district properties set forth in Exhibit A of Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07, and subject to the assessing and taxing

provisions of this article, may appeal to the Tax Assessor of the Borough of Red Bank requesting to be excluded from the District and from any assessment and taxing provisions of this chapter. This appeal is only as to whether or not a property should be included within the District under the standards set forth in § 596-3 of this article. It is not an appeal with regard to any taxes. Appeals with regard to taxes should be taken in the usual manner to the Monmouth County Board of Taxation or to the Tax Court. This appeal seeking exclusion from the District and any assessment and taxing provisions of this article shall be in writing and specifically detail the factual basis for the appeal. The Assessor shall investigate the matter and conduct an informal hearing or conference within 30 days of receipt of the appeal. Within 10 days after the conclusion of the informal hearing or conference, the Assessor shall file a report and recommendation with the governing body. The governing body shall review the matter and act within 30 days upon receipt of the report and recommendation from the Assessor.

§ 596-5 Assessments.

- A. Operation and maintenance of District. Annual operation and maintenance costs relating to services peculiar to the District, including the properties identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and the expanded district properties set forth in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07,^[1] as distinguished from services normally provided by the Borough, will provide benefits primarily to the properties included within the District rather than to the Borough as an entirety. These annual costs shall be assessed and taxed to the benefited properties pursuant to the provisions of this chapter and N.J.S.A. 40:56-65 et seq.
- B. Development, construction or acquisition costs. All costs of development, construction and acquisition relating to improvements to the District, including the properties identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and the expanded district properties set forth in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07, shall be financed and assessed to properties especially benefited thereby. The Borough may, by separate ordinance, or by amendment to this chapter, provide that improvements and facilities hereinafter acquired or developed shall be operated and maintained and the costs taxed to the benefited properties.

§ 596-6 Designation of District Management Corporation.

The nonprofit corporation, Special Improvement District of Red Bank, Inc., d/b/a/ Red Bank RiverCenter, is hereby designated as the District Management Corporation for the District. This Management Corporation shall conduct its business in accordance with the Open Public Meetings Law. This Corporation shall have no power of condemnation or eminent domain. It shall regularly file copies of the minutes of its meetings with the Borough Clerk so the minutes shall be conveniently available to the public for inspection.

§ 596-7 Powers of District Management Corporation.

The District Management Corporation, in addition to acting as an advisory board to the Mayor and Council, shall have all powers and responsibilities necessary and requisite to effectuate the purposes of this article and the District, including, but not limited to:

- A. Bylaws; Board of Directors.
 - (1) Adopt bylaws for the regulation of its affairs and the conduct of its business and to prescribe rules, regulations and policies in connection with the performance of its functions and duties; these bylaws shall be submitted to the Mayor and Council for approval and may not thereafter be modified without the approval of the Mayor and Council, and the bylaws and other corporate documents shall provide that the Corporation shall conduct its business in accordance with the Open Public Meetings Law, shall conduct regular meetings ~~not less than quarterly~~ and that the Board of Directors shall consist of ~~30-28~~ members. As to the membership of the Board of Directors, it shall include a resident designated by the Mayor ~~or the Mayor's designee~~; a member of the Borough Council governing body selected by the Borough Council; and two residents of the Borough, who shall not be owners or occupants of commercial property within the District, to be selected by the Borough Council. All of these appointments shall serve ~~at the pleasure of the appointing authority~~ for one-year terms and until their successors are appointed and qualify.
 - (2) Additionally, the Board of Directors shall consist of one member appointed by each of the following bodies, subject to majority confirmation by the other 26 members of the Board of Directors (in case of a tie, the Mayor shall cast the deciding vote):
 - (a) Riverview Medical Center.
 - (b) ~~The Monmouth County Arts Council~~ Count Basie Center for the Arts.

~~(c) Eastern Monmouth Area Chamber of Commerce.~~

(3) The members appointed by these bodies shall serve ~~at the pleasure of the appointing authority for one-year terms and until their successors are appointed and qualify.~~ Not less than ~~16-11~~ of the remaining ~~23-22~~ members of the Board of Directors shall consist of owners ~~or occupants~~ (in whole or in part, whether as individuals or members of a limited liability company or shareholders of a corporation or other entity) of commercial real estate ~~of property~~ located within the District, including the expanded district properties. The remainder shall be either owners or employees engaged in the management of businesses located within the District and/or the Business Administrator of the Borough and/or up to three (3) at-large members. The existing Board shall continue to carry on the duties of the nonprofit corporation and hereafter members shall be, in accordance with the bylaws, elected to the Board of Directors by owners and/or occupants of property included within the District. Any vacancies with regard to these elected members shall be filled by a majority of the Board members for the balance of the term.

- B. Employ such persons as may be required, and fix and pay their compensation from funds available to the corporation;
- C. Apply for, accept, administer and comply with the requirements respecting an appropriation of funds or a gift, grant or donation of property or money;
- D. Make and execute agreements which may be necessary or convenient to the exercise of the powers and functions of the corporation, including contracts with any person, firm, corporation, governmental agency or other entity;
- E. Administer and manage its own funds and accounts and pay its own obligations;
- F. Borrow money from private lenders and from governmental entities;
- G. Fund the improvement for the exterior appearance of properties in the District through grants or loans. Standards for eligibility and for terms of such grants and loans shall be established by the Board of Directors.
- H. Fund the rehabilitation of properties in the District through grants or loans. Standards for eligibility and for terms of such grants and loans shall be established by the Board of Directors.
- I. Accept, purchase, rehabilitate, sell, lease or manage property in the District;
- J. Enforce the conditions of any loan, grant, sale or lease made by the corporation;
- K. Provide security, sanitation and other services to the District, supplemental to those provided normally by the municipality;
- L. Undertake improvements designated to increase the safety or attractiveness of the District to businesses which may wish to locate there or to visitors to the District including, but not limited to, litter cleanup and control, landscaping, parking areas and facilities, recreational and rest areas and facilities, pursuant to pertinent regulations of the Borough of Red Bank;
- M. Publicize the District and the businesses included within the District boundaries;
- N. Recruit new businesses to fill vacancies in, and to balance the business mix of, the District;
- O. Organize special events in the District;
- P. Provide special parking arrangements for the District; and
- Q. Provide temporary decorative lighting in the District.

§ 596-8 Annual budget, hearing and assessments.

- A. The fiscal year of the District and of the Management Corporation shall be the calendar year. The current budget has been approved by the Mayor and Council. Hereafter, the District Management Corporation shall submit no later than December 1 of each year a detailed annual budget for the following year for approval by the Mayor and Council. The budget shall be processed and adopted by the Borough on or before April 1 of each year in accordance with the procedures set forth in N.J.S.A. 40:56-84.
- B. The budget shall be submitted with a report which explains how the budget contributes to goals and objectives for the Special Improvement District. The budget shall be reasonably itemized, including any different tax rate or different tax tier for various properties within the District, and shall include a summary of the categories of cost properly chargeable as follows:

- (1) The amount of such costs to be charged against the general funds of the municipality, if any.
 - (2) The amount of costs to be charged and assessed against properties benefited in the District, including the properties identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and the expanded district properties set forth in Exhibit A, to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07,^[1] in proportion to benefits which shall be the aggregate of costs of annual improvements to be made in the District during the ensuing year;
 - (3) The amount of costs, if any, to be specially taxed against properties in the District, including the properties identified in Schedule A to Ordinance No. 1994-17, as amended by Exhibit A to Ordinance No. 2018-07, and the expanded district properties set forth in Exhibit A to Ordinance No. 2007-4, as amended by Exhibit A to Ordinance No. 2018-07.
- C. Each year, when the Mayor and Council shall have acted on the estimated costs and/or on the budget, the Municipal Assessor shall prepare an assessment roll setting forth separately the amounts to be specially assessed against the benefited and assessable properties in the District, including expanded district properties. Descriptions of such properties, and the names of the then-current owners of such properties, so far as names are available, shall be included in each annual assessment roll. The assessment roll, when so prepared, shall be filed in the Office of the Municipal Clerk and be there available for inspection. The Mayor and Council shall annually meet to consider objections to the amounts of such special assessments at least 10 days after a notice of hearing has been published once in the official newspaper and mailed to the named owners of all tracts, parcels and lots of property proposed to be assessed. The notice shall set forth the time and place of meeting and set forth the purpose of such meeting, but may refer to the assessment roll for further particulars. When the governing body shall have approved the amounts of the special assessments set forth therein, or as may be changed by it, the Municipal Clerk shall forthwith certify a copy of the assessment roll, with such changes, if any, to the Monmouth County Tax Board.
- D. For the purpose of this section, "annual improvements" shall mean and include any reconstruction, replacement or repair of trees and plantings and other facilities of the Special Improvement District and the furnishing of any other local improvement which benefits properties within the District, including expanded district properties. For the purpose of this chapter, "costs" shall, with respect to annual improvements to and operation and maintenance of the Special Improvement District, mean costs of annual improvements; and all other costs, including planning costs, incurred or to be incurred in connection with annual improvements to and operation and maintenance of the District.
- E. Moneys appropriated and collected on account of annual improvement costs, and costs of operating and maintaining a Special Improvement District, shall be credited to a special account. The Mayor and Council may incur the annual costs of improving, operating and maintaining a Special Improvement District, during any fiscal year, though not specifically provided for by line item or other category in an approved estimate for such fiscal year, if in its discretion it shall be deemed necessary to provide for such annual improvements or operation or maintenance prior to the succeeding fiscal year and so long as the total amount of the account as approved for that year is not exceeded by that expenditure. Any balances to the credit of the account and remaining unexpended at the end of the fiscal year shall be conserved and applied towards the financial requirements of the succeeding year.
- F. The Mayor and Council shall pay over funds to the Management Corporation quarterly on the first day of March, June, September and December of each year.

§ 596-9 Annual audit of District Management Corporation.

The District Management Corporation shall cause an annual audit of its books, accounts and financial transactions to be made and filed with the Mayor and Council, and for that purpose, the Corporation shall employ a certified public accountant of New Jersey. The annual audit shall be completed and filed with the governing body within four months after the close of the fiscal year of the Corporation, and a certified duplicate copy of the audit shall be filed with the Director of the Division of Local Government Services in the Department of Community Affairs within five days of the filing of the audit with the Mayor and Council.

§ 596-10 Annual report to municipality.

The District Management Corporation shall, within 30 days after the close of each fiscal year, make an annual report of its activities for the preceding fiscal year to the Mayor and Clerk of the Borough.

§ 596-11 Municipal powers retained.

Notwithstanding the creation of a Special Improvement District, the Borough of Red Bank expressly retains all its powers and authority over the area designated as within the Special Improvement District. No improvements or modifications shall be made to any public property without the prior formal approval of the Borough governing body.

§ 596-12 Ordinance reenactment.

This article reenacts in its entirety the ordinance entitled "An Ordinance Creating a Special Improvement District Within the Borough of Red Bank and Designating a District Management Corporation," as heretofore adopted, amended and supplemented.

BE IT FURTHER ORDAINED that any ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance; and

BE IT FURTHER ORDAINED that, if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon its passage and adoption according to law.

	Motion	Yes	No	Abstain	Absent
Councilman Yassin					
Councilwoman Triggiano					
Councilman Ballard					
Councilman Yngstrom					
Councilman Zipprich					
Councilwoman Horgan					

Introduction: March 10, 2021

Public Hearing/Adoption: March 24, 2021

ORDINANCE NO. 2021-09

**ORDINANCE OF THE BOROUGH OF RED BANK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY, APPROVING A ONE-YEAR LEASE AGREEMENT FOR
AN APPROXIMATE 5,000 SQUARE-FOOT, FENCED-IN PORTION OF REAL
PROPERTY LOCATED AT 208 SOUTH PEARL STREET, RED BANK, NEW JERSEY
FOR THE PUBLIC PURPOSE OF A POLICE IMPOUND YARD**

WHEREAS, R.J.E.S., LLC, 208 South Pearl Street, Red Bank, New Jersey (hereinafter, the “Owner”), is the titled owner of real property located at 208 South Pearl Street, Red Bank, New Jersey, also known as Block 75, Lot 174 on the Tax Map of the Borough of Red Bank (hereinafter, the “Property”); and

WHEREAS, the Borough of Red Bank, 90 Monmouth Street, Red Bank, New Jersey (hereinafter, the “Borough”), is a municipal corporation of the State of New Jersey and is authorized, pursuant to N.J.S.A. 40A:12-5, to acquire leasehold interests in real property for public business and use by Ordinance; and

WHEREAS, the Borough requires a secure impound yard for its Police Department to properly carry out and execute its public duties; and

WHEREAS, the Owner’s Property contains an approximately 5,000 square-foot, fenced-in area suitable for the Borough Police Department’s use as a secure impound yard (hereinafter, the “Premises”), which Premises Lessor is willing to lease to Lessee; and

WHEREAS, the Borough has been leasing the Premises for the past three years for use as a secure impound yard for its Police Department with successful results;

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the Borough of Red Bank, County of Monmouth, State of New Jersey, as follows:

1. That the Governing Body does hereby approve the Commercial Lease Agreement attached hereto as Exhibit A; and
2. That the Mayor is hereby authorized to execute the Commercial Lease Agreement attached hereto as Exhibit A; and
3. That a certified copy of this Ordinance, together with a copy of the Commercial Lease Agreement attached hereto as Exhibit A., shall be forwarded to the Chief Financial Officer, the Borough Clerk, the Borough Administrator, the Red Bank Police Department, and R.J.E.S., LLC; and

BE IT FURTHER ORDAINED that any ordinances or portions thereof which are inconsistent with the provisions of this Ordinance are hereby repealed as of the effective date of this Ordinance; and

BE IT FURTHER ORDAINED that, if any provision of this Ordinance or the application of such provision to any person or circumstance is declared invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect, and to this end, the provisions of this Ordinance are declared to be severable.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon its passage and adoption according to law.

	Motion	Yes	No	Abstain	Absent
Councilman Yassin					
Councilwoman Triggiano					
Councilman Ballard					
Councilman Yngstrom					
Councilman Zipprich					
Councilwoman Horgan					

COMMERCIAL PROPERTY LEASE AGREEMENT

THIS AGREEMENT is hereby made between R.J.E.S., LLC., 208 South Pearl Street, Red Bank, New Jersey (hereinafter, "Lessor"), and the Borough of Red Bank, 90 Monmouth Street, Red Bank, New Jersey (hereinafter, "Lessee"). This Lease replaces all other written and verbal agreements.

WHEREAS, Lessor is the titled owner of real property located at 208 South Pearl Street, Red Bank, New Jersey, also known as Block 75, Lot 174 on the Tax Map of the Borough of Red Bank (hereinafter, the "Property"); and

WHEREAS, Lessee is a municipal corporation of the State of New Jersey and is authorized, pursuant to N.J.S.A. 40A:12-5, to acquire leasehold interests in real property for public business and use; and

WHEREAS, Lessee requires a secure impound yard for its Police Department to properly carry out and execute its public duties; and

WHEREAS, Lessor's Property contains an approximately 5,000 square-foot, fenced-in area suitable for Lessee's use as a secure impound yard, as depicted on Exhibit A attached hereto (hereinafter, the "Premises"), which Premises Lessor has leased to Lessee for the past two years;

NOW THEREFORE, in accordance with the Ordinance adopted by Lessee attached hereto as Exhibit B, Lessor hereby demises the Premises to Lessee, and Lessee hereby renews its rental of the Premises from Lessor, upon the following terms and conditions.

1. Term and Rental Payments

The term of this Lease shall be for one (1) year beginning on February 15, 2021 and ending on February 14, 2022. The annual Gross Rent shall be \$16,800.00, paid in equal monthly installments of \$1,400.00 which shall be postmarked or delivered on or before the fifteenth day of every month in advance, and shall be delivered or mailed to Lessor at the Property's address. The Lessee is permitted to pay Rent in advance at any interval most convenient for Lessee.

2. The Premises

The Premises shall be used only as an impound yard for the storage of vehicles and related equipment and items by the Red Bank Police Department. Lessor shall be responsible for repairing any damaged fencing surrounding the Premises prior to the commencement of this Lease. Lessor shall further be responsible for maintaining the fencing surrounding the Premises during the term of this Lease. Other than the aforementioned fencing, Lessee acknowledges that the Premises and all other aspects thereof, are delivered by Lessor in "as is" condition without any warranty or representation as to condition or fitness for any particular purpose. Lessee agrees to accept the Premises in "as is" condition. Any damage, additions, or changes to the Premises caused by the Lessee are the sole responsibility of the Lessee to repair, restore and/or replace.

3. Late Fees

The parties agree that if the Lessee fails to make any monthly payments by the 15th of the month when they are due, there shall be added to the payment due for such month in which payment is late, a sum equal to \$50 for that month as Additional Rent. This is in addition to any other remedies the Lessor may have hereunder or by law.

4. Security Deposit

There shall not be any Security Deposit required under this Lease.

5. Cost of Operation

This is a Full Gross Rent Lease. Lessee shall not be responsible for the payment of any expenses associated with the Property or the Premises, including, by way of example and without limitation, the cost of utilities, water or sewer usage, security, refuse removal, insurance, maintenance or repair of fixtures, supplies, sundries, sales or use tax on supplies or services, wages or salaries of persons engaged in the operation, maintenance and repair of the Property or the Premises, expenses incurred for legal and accounting expenses, the cost of capital improvements or other modifications to the Property, or any other expense or cost, which, in accordance with generally accepted accounting principles and the standard management practices for properties comparable to the Property and the Premises would be considered an expense of operating and/or maintaining the Property and/or Premises.

6. Prohibition Against Activities

The Premises shall be used only as set forth and provided above, and Lessee shall not use, or permit the use of, the Premises, or any part of the Premises, for any other purpose or purposes, without the written consent of Lessor. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, any public or private nuisance, or other act or thing that may disturb the quiet enjoyment of any other occupant of the Property.

7. Signs

Lessee at its cost and expense may install appropriate signage, if any, in or about the Premises, subject to any applicable governmental regulations. Upon termination of this Lease, Lessee shall remove all signage and repair any damage to the Premises related thereto.

8. Maintenance of Premises

All maintenance and repairs, except as described in paragraph 2 herein above, are Lessee's obligation. Lessee shall be responsible for renovations and maintenance of any new installations on the Premises. Lessee shall be responsible for removal of its trash and for snow removal. Lessee shall provide a chain and padlock to secure the Premises for its purposes. Lessee covenants to take good care of the Premises and keep the Premises clean of any garbage, trash and other refuse.

9. Liability for Damages

Lessee, as a material part of the consideration to be rendered to Lessor under this Lease, waives all claims against Lessor for damages to vehicles, equipment, and items in, upon, or about the Premises from any cause arising at any time, including water damage, fire or any other cause, and Lessee will hold Lessor exempt and harmless for and on account of any damage or injury to the vehicles, equipment, and items of any person, arising from the use of the Premises by Lessee, or arising from the failure of Lessee to keep the Premises in good condition and/or secured.

10. Assignments or Sublease

The Lessee may not sublease or assign the Premises without Lessor's prior written consent.

11. Lessor's Remedies in Event of Breach

If the Lessee defaults in the performance of any of the terms, covenants and conditions hereof, except for payment of rent or of any financial obligation under this Lease, or permits the Premises to become deserted, abandoned or vacated, the Lessor may give the Lessee notice of such default, and if Lessee does not cure within ten (10) days, after giving of such notice, or if such other default is of such nature that it cannot be completely cured within such period, if the Lessee does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then, in any such event the Lessor may terminate this Lease pursuant to applicable law, and on the date specified in said notice, the Lessee's right to possession of the Premises shall cease, and the Lessee shall then quit and surrender the Premises to the Lessor. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach.

12. Surrender by Lessee of Lease

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of the Lease, shall at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may, at the option of Lessor, operate as an assignment of any or all such subleases or sub tenancies to the Lessor.

13. Notices

All notices by the parties under this Lease shall be transmitted in writing by certified mail, return receipt requested or by overnight courier, and addressed to: (1) Lessee at: Pamela Borghi, Municipal Clerk, Borough of Red Bank, 90 Monmouth Street, New Jersey 07701; and to (2) Lessor at: R.J.E.S., LLC, 208 South Pearl Street, Red Bank, New Jersey 07701, unless either party provides the other party with a different address to which notices are to be transmitted in writing by certified mail, return receipt requested.

14. Effect of Waiver of Breach of Covenants

The waiver by Lessor of any breach of any covenant or condition contained in this Lease shall not be deemed to be a waiver of such a covenant or condition or any subsequent breach of the covenant or condition or any other covenant or condition. The subsequent acceptance of rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any covenant or condition of this Lease, other than the failure of Lessee to timely pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

15. Lessor's Remedies on Default

It is understood and agreed that the remedies given to Lessor shall be cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy.

16. Binding Effect on Successors and Assigns

The covenants and conditions contained in this Lease, subject to the provisions as to assignment, shall apply to and bind the heirs, successors, executors, administrators and assigns of all of Lessee, and all such heirs, successors, executors, administrators and assignees of Lessee shall be jointly and severally liable under this Lease.

17. Indemnification by Lessee and Lessee's Insurance

Lessee shall be responsible for and shall relieve, indemnify and save Lessor harmless from and against (a) all liability for loss of life, personal injury and/or damage to property occurring in or around the Premises including, but not limited to any claims made by Lessee's agents, vendors, service providers, guests, invitees, clients, customers, investors or patrons and (b) any loss or damage from Lessee's failure to perform its obligations under this Lease.

18. Entire Agreement

This instrument, contains the entire agreement and understanding between the parties hereto with respect to the Lease of the Premises to Lessee. This Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the subject thereof, and none thereof shall be used to interpret or construe this Lease. This Lease is and shall be considered to be the only Lease agreement relative to the Premises between the parties hereto and their respective representatives and agents as of the date hereof. No modification of this Lease shall be effective unless the same shall be in writing and be signed by the parties hereto or, as the case may be, their respective successors or assigns.

19. Validity of Lease

If any clause or provision of this Lease is legally invalid, the remaining clauses and provisions of this Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have respectively executed this Lease as of the dates hereinafter written below.

LESSOR

R.J.E.S., LLC

Signature: _____

Printed Name/Title: _____

Date: _____

LESSEE

BOROUGH OF RED BANK

Signature: _____

Printed Name/Title: _____

Date: _____

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 21-85**

A RESOLUTION FOR PAYMENT OF BILLS AMOUNTING TO \$982,789.84.

BE IT RESOLVED by the Mayor and Council that the bills be paid as on the attached check registers totaling \$982,789.84..

	Motion	Yes	No	Abstain	Absent
Councilman Yassin					
Councilwoman Triggiano					
Councilman Ballard					
Councilman Yngstrom					
Councilman Zipprich					
Councilwoman Horgan					

Dated: March 24, 2021

March 24, 2021 Bill List - Borough of Red Bank

Check Type	Count	Total
Manual Check	28	\$534,890.24
Meeting Check	45	\$447,899.60
Total	73	\$982,789.84

Checking Account	Count	Total
CAPITAL ACCOUNT	1	\$1,765.50
COAH DEV FEES	1	\$1,750.00
CURRENT -VALLEY	35	\$678,300.18
DOG LICENSE AC	1	\$300.00
GRANT FUND-VNB	3	\$10,446.40
MCIA LEASE	1	\$1,520.00
PKING CAP 2RIVE	1	\$6,765.75
PKINGOP2RIVER	8	\$35,580.68
RECREATION-VNB	2	\$587.40
TRUST ACCOUNT	4	\$5,855.00
TWO RIVERS	1	\$320.30
WATER OPERATING	15	\$239,598.63
Total	73	\$982,789.84

Checking Account	Check Type	Count	Total
CAPITAL ACCOUNT	Meeting Check	1	\$1,765.50
COAH DEV FEES	Manual Check	1	\$1,750.00
CURRENT -VALLEY	Manual Check	8	\$389,353.06
CURRENT -VALLEY	Meeting Check	27	\$288,947.12
DOG LICENSE AC	Manual Check	1	\$300.00
GRANT FUND-VNB	Manual Check	3	\$10,446.40
MCIA LEASE	Meeting Check	1	\$1,520.00
PKING CAP 2RIVE	Meeting Check	1	\$6,765.75
PKINGOP2RIVER	Manual Check	2	\$10,953.71
PKINGOP2RIVER	Meeting Check	6	\$24,626.97
RECREATION-VNB	Manual Check	1	\$227.40
RECREATION-VNB	Meeting Check	1	\$360.00
TRUST ACCOUNT	Manual Check	2	\$3,900.00
TRUST ACCOUNT	Meeting Check	2	\$1,955.00
TWO RIVERS	Manual Check	1	\$320.30
WATER OPERATING	Manual Check	9	\$117,639.37
WATER OPERATING	Meeting Check	6	\$121,959.26
Total	All Checking	73	\$982,789.84

March 24, 2021 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
16-01961	B0222	BANISCH ASSOCIATES INC	COURT PLANNER - JANUARY BILLS	2	COURT PLANNER - JANUARY BILLS	\$37.50	Manual Check	COAH DEV FEES	209	03/11/2021	\$1,750.00
18-01866	B0222	BANISCH ASSOCIATES INC	COURT APPOINTED PLAN MASTER	1	COURT APPOINTED PLAN MASTER	\$1,600.00	Manual Check	COAH DEV FEES	209	03/11/2021	\$1,750.00
18-01866	B0222	BANISCH ASSOCIATES INC	COURT APPOINTED PLAN MASTER	3	COURT APPT DEC 2016	\$112.50	Manual Check	COAH DEV FEES	209	03/11/2021	\$1,750.00
19-02418	MCGUIREM	Maureen McGuire	Community Garden Refund	1	Community Garden Refund	\$25.00	Manual Check	TRUST ACCOUNT	5755	03/11/2021	\$25.00
19-02703	ICR001	Ideal Corporate Refreshments	vending machine collection	1	vending machine collection	\$227.40	Manual Check	RECREATION-VNB	1307	03/11/2021	\$227.40
20-00497	C0321	CME ASSOCIATES	ENG SVCS NJDOT PROJ-2019/2020	20	ENG SVCS NJDOT PROJ-2019/2020	\$192.00	Meeting Check	CAPITAL ACCOUNT	2419	03/24/2021	\$1,765.50
20-00498	C0321	CME ASSOCIATES	ENG SVC ROAD PGRM 2019-2020	20	ENG SVC ROAD PGRM 2019-2020	\$758.50	Meeting Check	CAPITAL ACCOUNT	2419	03/24/2021	\$1,765.50
20-00696	M0417	MILLENNIUM STRATEGIES LLC	GRANT WRITING SVC-JAN/FEB 2020	2	GRANT WRITING SVC-JAN 2020	\$679.20	Manual Check	WATER OPERATING	11680	03/11/2021	\$1,358.40
20-00696	M0417	MILLENNIUM STRATEGIES LLC	GRANT WRITING SVC-JAN/FEB 2020	5	GRANT WRITING SVC-FEB 2020	\$679.20	Manual Check	WATER OPERATING	11680	03/11/2021	\$1,358.40
20-00754	C0321	CME ASSOCIATES	ENG SVCS-WHITE ST PARKING IMP	27	ENG SVCS-WHITE ST PARKING IMP	\$4,611.75	Meeting Check	PKING CAP 2RIVE	1072	03/24/2021	\$6,765.75
20-01012	F0041	FIRE PREVENTION BUREAU	2020 Chiefs Signing Dinner	1	2020 Chiefs Signing Dinner	\$305.00	Manual Check	CURRENT -VALLEY	14027	03/11/2021	\$305.00
20-01849	C0321	CME ASSOCIATES	MWHK POND,BASIE,EASTPK PHASE 2	15	MWHK POND,BASIE,EASTPK PHASE 2	\$636.00	Meeting Check	CAPITAL ACCOUNT	2419	03/24/2021	\$1,765.50
20-01852	C0321	CME ASSOCIATES	MARINE PKG LOT IMP RES 20-190	13	MARINE PKG LOT IMP RES 20-190	\$2,154.00	Meeting Check	PKING CAP 2RIVE	1072	03/24/2021	\$6,765.75
20-02114	L0006	LANIGAN ASSOCIATES	Polo Shirt - Jaclyn	1	Polo Shirt - Jaclyn	\$34.50	Meeting Check	CURRENT -VALLEY	14049	03/24/2021	\$34.50
20-02470	E0010	EDWARDS TIRE COMPANY	L91 replacement tires	1	L91 replacement tires	\$6,749.88	Meeting Check	CURRENT -VALLEY	14043	03/24/2021	\$6,749.88
21-00032	J0162	JFK COMMUNITY HOSPITAL GROUP	MONTHLY AMB SERV (JAN-MARCH)	3	MONTHLY AMB SERV-FEBRUARY 2021	\$10,000.00	Meeting Check	CURRENT -VALLEY	14048	03/24/2021	\$20,000.00
21-00032	J0162	JFK COMMUNITY HOSPITAL GROUP	MONTHLY AMB SERV (JAN-MARCH)	4	MONTHLY AMB SERV-MARCH 2021	\$10,000.00	Meeting Check	CURRENT -VALLEY	14048	03/24/2021	\$20,000.00
21-00042	C0328	CRANEY INTERPRETING	interpreting services	5	interpreting services	\$220.00	Meeting Check	CURRENT -VALLEY	14042	03/24/2021	\$907.50
21-00042	C0328	CRANEY INTERPRETING	interpreting services	6	interpreting services	\$233.75	Meeting Check	CURRENT -VALLEY	14042	03/24/2021	\$907.50
21-00042	C0328	CRANEY INTERPRETING	interpreting services	7	interpreting services	\$247.50	Meeting Check	CURRENT -VALLEY	14042	03/24/2021	\$907.50
21-00042	C0328	CRANEY INTERPRETING	interpreting services	8	interpreting services	\$206.25	Meeting Check	CURRENT -VALLEY	14042	03/24/2021	\$907.50
21-00076	G0023	GardaWorld	Open for Monthly Services	4	Open for Monthly Svcs-March	\$268.37	Meeting Check	PKINGOP2RIVER	2179	03/24/2021	\$268.37
21-00077	M0441	MACKAY METERS, INC.	Open for Monthly Services	3	Open for Monthly Services-Feb	\$3,055.00	Meeting Check	PKINGOP2RIVER	2181	03/24/2021	\$3,055.00
21-00078	I0080	INTEGRATED TECHNIAL SYSTEM INC	Open for Monthly Services	4	MARCH 2021 IRIS	\$990.00	Meeting Check	PKINGOP2RIVER	2180	03/24/2021	\$1,006.25
21-00078	I0080	INTEGRATED TECHNIAL SYSTEM INC	Open for Monthly Services	5	JANUARY 2021 EXTEND BY PHONE	\$16.25	Meeting Check	PKINGOP2RIVER	2180	03/24/2021	\$1,006.25
21-00088	HLMDDLPL	Hoagland,Longo,Moran,Dunst&Dou	PROSECUTOR SVCS JAN-MAR 2021	4	PROSECUTOR SVCS MARCH 2021	\$2,500.00	Meeting Check	CURRENT -VALLEY	14046	03/24/2021	\$2,500.00
21-00089	W0070	KEVIN P WIGENTON ESQ	PUBLIC DEFENDER-JAN-APR 2021	4	PUBLIC DEFENDER-MARCH 2021	\$1,850.00	Meeting Check	TRUST ACCOUNT	5757	03/24/2021	\$1,850.00
21-00145	W0037	GEORGE WALL LINCOLN MERCURY IN	Car #115 Cooling System Repair	1	Car #115 Cooling System Repair	\$2,226.66	Meeting Check	CURRENT -VALLEY	14058	03/24/2021	\$2,388.87
21-00179	KMPF01	KONICA MINOLTA PREMIER FINANCE	COPIERS-JAN-JUNE 2021	30	COPIER-PD RECORDS-MARCH 2021	\$92.87	Manual Check	CURRENT -VALLEY	14033	03/12/2021	\$815.81
21-00179	KMPF01	KONICA MINOLTA PREMIER FINANCE	COPIERS-JAN-JUNE 2021	31	COPIER-PD DETEC-MARCH 2021	\$92.87	Manual Check	CURRENT -VALLEY	14033	03/12/2021	\$815.81
21-00179	KMPF01	KONICA MINOLTA PREMIER FINANCE	COPIERS-JAN-JUNE 2021	32	COPIER-SENIOR CTR-MARCH 2021	\$92.87	Manual Check	GRANT FUND-VNB	1610	03/12/2021	\$92.87
21-00179	KMPF01	KONICA MINOLTA PREMIER FINANCE	COPIERS-JAN-JUNE 2021	33	COPIER-COURT-MARCH 2021	\$92.87	Manual Check	CURRENT -VALLEY	14033	03/12/2021	\$815.81
21-00179	KMPF01	KONICA MINOLTA PREMIER FINANCE	COPIERS-JAN-JUNE 2021	34	COPIER-ADMIN-MARCH 2021	\$92.92	Manual Check	CURRENT -VALLEY	14033	03/12/2021	\$815.81
21-00179	KMPF01	KONICA MINOLTA PREMIER FINANCE	COPIERS-JAN-JUNE 2021	35	COPIER-FINANCE-MARCH 2021	\$242.22	Manual Check	WATER OPERATING	11687	03/12/2021	\$242.22
21-00179	KMPF01	KONICA MINOLTA PREMIER FINANCE	COPIERS-JAN-JUNE 2021	36	COPIER-PZ/BLDG/FIRE-MARCH 2021	\$242.22	Manual Check	CURRENT -VALLEY	14033	03/12/2021	\$815.81
21-00179	KMPF01	KONICA MINOLTA PREMIER FINANCE	COPIERS-JAN-JUNE 2021	37	COPIER-CLERK/P&R-MARCH 2021	\$101.03	Manual Check	CURRENT -VALLEY	14033	03/12/2021	\$815.81
21-00179	KMPF01	KONICA MINOLTA PREMIER FINANCE	COPIERS-JAN-JUNE 2021	38	COPIER-DPW-MARCH 2021	\$101.03	Manual Check	CURRENT -VALLEY	14033	03/12/2021	\$815.81
21-00183	H0087	HUNTER JERSEY PETERBILT	EMERGENCY REPAIR 91	1	EMERGENCY REPAIR 91	\$10,008.47	Meeting Check	CURRENT -VALLEY	14045	03/24/2021	\$10,008.47
21-00187	W0075	W.B.MASON CO INC	Workstation	1	Kantek Electric Sit to Stand	\$341.24	Meeting Check	CURRENT -VALLEY	14059	03/24/2021	\$341.24
21-00266	D0371	JEANETTE DIETRICK	REFUND FOR PMT MADE IN ERROR	1	REFUND FOR PMT MADE IN ERROR	\$140.00	Meeting Check	WATER OPERATING	11689	03/24/2021	\$140.00
21-00302	C0211	COMCAST CABLE	Internet service for Senior Ct	2	service through 2/23-3/22	\$226.23	Manual Check	GRANT FUND-VNB	1609	03/11/2021	\$226.23
21-00310	96119	FRANK COLLIER	TAX EXAMPT BUT MRTG COPD 65-4	1	TAX EXAMPT BUT MRTG COPD 65-4	\$2,363.45	Meeting Check	CURRENT -VALLEY	14035	03/24/2021	\$2,363.45
21-00312	P0194	PRIMEPOINT LLC	PAYROLL PROCESSING-JAN-JUNE 21	7	PAYROLL PROC-FEBRUARY 2021	\$1,303.94	Meeting Check	CURRENT -VALLEY	14053	03/24/2021	\$1,303.94
21-00312	P0194	PRIMEPOINT LLC	PAYROLL PROCESSING-JAN-JUNE 21	8	PAYROLL PROC-FEBRUARY 2021	\$416.85	Meeting Check	WATER OPERATING	11692	03/24/2021	\$416.85
21-00312	P0194	PRIMEPOINT LLC	PAYROLL PROCESSING-JAN-JUNE 21	9	PAYROLL PROC-FEBRUARY 2021	\$120.41	Meeting Check	PKINGOP2RIVER	2182	03/24/2021	\$120.41
21-00315	S0120	STAR LEDGER	Addendum to RFQ	1	Addendum to RFQ	\$48.05	Meeting Check	CURRENT -VALLEY	14054	03/24/2021	\$48.05
21-00326	B0040	BUTCH'S CAR WASH CO.	January 2021 Car Washes	1	January 2021 Car Washes	\$242.00	Meeting Check	CURRENT -VALLEY	14037	03/24/2021	\$242.00
21-00328	L0097	L & M AUTO CENTER	January 2021 Towing	1	January 2021 Towing	\$105.00	Meeting Check	TRUST ACCOUNT	5756	03/24/2021	\$105.00
21-00330	P0174	THE PENNSYLVANIA STATE UNIVER	FTO Training #203	1	FTO Training #203	\$499.00	Meeting Check	CURRENT -VALLEY	14051	03/24/2021	\$499.00
21-00332	W0037	GEORGE WALL LINCOLN MERCURY IN	Auto Parts	1	Auto Parts	\$40.15	Meeting Check	CURRENT -VALLEY	14058	03/24/2021	\$2,388.87
21-00332	W0037	GEORGE WALL LINCOLN MERCURY IN	Auto Parts	2	Invoice No.: 202582FOW	\$3.30	Meeting Check	CURRENT -VALLEY	14058	03/24/2021	\$2,388.87
21-00332	W0037	GEORGE WALL LINCOLN MERCURY IN	Auto Parts	3	Invoice No.: 202815FOW	\$134.76	Meeting Check	CURRENT -VALLEY	14058	03/24/2021	\$2,388.87
21-00332	W0037	GEORGE WALL LINCOLN MERCURY IN	Auto Parts	4	Credit memo 202815FOW	-\$16.00	Meeting Check	CURRENT -VALLEY	14058	03/24/2021	\$2,388.87
21-00341	B0233	BRIDGESTONE RETAIL OPERATIONS	BLANKET P.O. Wheel Alignments	3	BLANKET P.O. Wheel Alignments	\$111.80	Meeting Check	CURRENT -VALLEY	14038	03/24/2021	\$111.80
21-00403	S0362	Ziad A. Shehady	Telecom Reimbursement	1	Zoom Video Conferencing	\$84.97	Meeting Check	CURRENT -VALLEY	14056	03/24/2021	\$84.97
21-00404	S0166	STATE TREAS./CERTIFICATION UNIT	Tax Collector Cert Renewal	1	Tax Collector License Renewal	\$50.00	Meeting Check	CURRENT -VALLEY	14055	03/24/2021	\$50.00

March 24, 2021 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
21-00405	A0353	Aurelio Ramos Jr.	Meidcare Reim March-May 2021	1	Meidcare Reim March-May 2021	\$453.20	Meeting Check	CURRENT -VALLEY	14036	03/24/2021	\$453.20
21-00410	G0159	GOLD TYPE BUSINESS MACHINES	Create New Codeplug	1	Create New Codeplug	\$760.00	Meeting Check	MCIA LEASE	823	03/24/2021	\$1,520.00
21-00410	G0159	GOLD TYPE BUSINESS MACHINES	Create New Codeplug	2	2/9/21 - For IC-F62d	\$760.00	Meeting Check	MCIA LEASE	823	03/24/2021	\$1,520.00
21-00411	V0058	ERRICO VESCOIO	Reimbursement for Business	1	Reimbursement for Business	\$38.99	Meeting Check	CURRENT -VALLEY	14057	03/24/2021	\$38.99
21-00412	W0126	WEINER LAW GROUP LLP	LEGAL-GENERAL COUNSEL-JAN 2021	1	LEGAL-GENERAL LABOR-JAN 21	\$4,425.00	Meeting Check	CURRENT -VALLEY	14060	03/24/2021	\$11,476.00
21-00412	W0126	WEINER LAW GROUP LLP	LEGAL-LABOR COUNSEL-JAN 2021	2	LEGAL-TW INVESTIG-JAN 21	\$406.00	Meeting Check	CURRENT -VALLEY	14060	03/24/2021	\$11,476.00
21-00412	W0126	WEINER LAW GROUP LLP	LEGAL-LABOR COUNSEL-JAN 2021	3	LEGAL-NEW HIRE HEALTH-JAN 21	\$3,210.00	Meeting Check	CURRENT -VALLEY	14060	03/24/2021	\$11,476.00
21-00412	W0126	WEINER LAW GROUP LLP	LEGAL-LABOR COUNSEL-JAN 2021	4	LEGAL-M PLATT TERMIN-JAN 21	\$735.00	Meeting Check	CURRENT -VALLEY	14060	03/24/2021	\$11,476.00
21-00412	W0126	WEINER LAW GROUP LLP	LEGAL-LABOR COUNSEL-JAN 2021	5	LEGAL-GREENE/CAIN TERM-JAN 21	\$315.00	Meeting Check	CURRENT -VALLEY	14060	03/24/2021	\$11,476.00
21-00412	W0126	WEINER LAW GROUP LLP	LEGAL-LABOR COUNSEL-JAN 2021	6	LEGAL-BARGAINING-JAN 21	\$2,385.00	Meeting Check	CURRENT -VALLEY	14060	03/24/2021	\$11,476.00
21-00426	W0021	MARK WOSZCZAK MECHANICAL CONT.	94 River St water project	1	94 River St water project	\$5,905.50	Manual Check	WATER OPERATING	11681	03/11/2021	\$11,711.22
21-00430	W0021	MARK WOSZCZAK MECHANICAL CONT.	emerg wtr repair-217 Dr Parker	1	217 Dr Parker wtr svc	\$5,805.72	Manual Check	WATER OPERATING	11681	03/11/2021	\$11,711.22
21-00431	C0027	CENTRAL JERSEY HEALTH INS.FUND	HEALTH INSURANCE MARCH 2021	1	HEALTH INSURANCE MARCH 2021	\$217,051.26	Meeting Check	CURRENT -VALLEY	14040	03/24/2021	\$217,051.26
21-00431	C0027	CENTRAL JERSEY HEALTH INS.FUND	HEALTH INSURANCE MARCH 2021	2	HEALTH INSURANCE MARCH 2021	\$69,387.75	Meeting Check	WATER OPERATING	11688	03/24/2021	\$69,387.75
21-00431	C0027	CENTRAL JERSEY HEALTH INS.FUND	HEALTH INSURANCE MARCH 2021	3	HEALTH INSURANCE MARCH 2021	\$20,043.99	Meeting Check	PKINGOP2RIVER	2178	03/24/2021	\$20,043.99
21-00432	T0241	ALDI TAFANI	REFUND WATER PROJECT WTR409	1	REFUND WATER PROJECT WTR409	\$1,287.00	Meeting Check	WATER OPERATING	11693	03/24/2021	\$1,287.00
21-00433	P0180	PAYARGO INC	Payrgo invoice for tax & water	1	Payrgo invoice for tax & water	\$59.10	Meeting Check	CURRENT -VALLEY	14052	03/24/2021	\$59.10
21-00433	P0180	PAYARGO INC	Payrgo invoice for tax & water	2	Payrgo invoice for tax & water	\$185.10	Meeting Check	WATER OPERATING	11691	03/24/2021	\$185.10
21-00434	F0151	FIREFIGHTER ONE LLC	repair truck 91	2	repair/maintenance 91	\$57.50	Meeting Check	CURRENT -VALLEY	14044	03/24/2021	\$57.50
21-00435	P0131	PENGUIN MANAGEMENT, INC.	annual service apr21-mar22	1	annual service apr21-mar22	\$2,700.00	Meeting Check	CURRENT -VALLEY	14050	03/24/2021	\$2,700.00
21-00444	J0133	JERSEY WHOLESALE TIRE	Tires 6468	1	Tires 6468	\$580.00	Meeting Check	CURRENT -VALLEY	14047	03/24/2021	\$580.00
21-00445	B0254	BACKDRAFT OPCO LLC.	Emergency Reporting System	1	FP- 1 Fire Package	\$1,633.00	Meeting Check	CURRENT -VALLEY	14039	03/24/2021	\$2,206.85
21-00445	B0254	BACKDRAFT OPCO LLC.	Emergency Reporting System	2	API-24 Mobile Eyes Interface	\$573.85	Meeting Check	CURRENT -VALLEY	14039	03/24/2021	\$2,206.85
21-00446	D0372	CRAIG DEROSA	REIMBURSTMENT MOSA-Ref Fees	1	REIMBURSTMENT MOSA-Ref Fees	\$360.00	Meeting Check	RECREATION-VNB	1308	03/24/2021	\$360.00
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	1	3/15/2021	\$8,483.35	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	2	3/15/2021	\$4,022.75	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	3	3/15/2021	\$861.64	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	4	3/15/2021	\$6,270.92	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	5	3/15/2021	\$3,851.03	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	6	3/15/2021	\$3,702.17	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	7	3/15/2021	\$2,971.88	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	8	3/15/2021	\$9.75	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	9	3/15/2021	\$2,971.86	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	10	3/15/2021	\$9.75	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	11	3/15/2021	\$7,568.61	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	12	3/15/2021	\$124.02	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	13	3/15/2021	\$14,242.72	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	14	3/15/2021	\$2,330.07	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	15	3/15/2021	\$182,792.63	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	16	3/15/2021	\$4,216.34	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	17	3/15/2021	\$13,036.96	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	18	3/15/2021	\$6,652.10	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	19	3/15/2021	\$770.83	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	20	3/15/2021	\$2,803.58	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	21	3/15/2021	\$124.01	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	22	3/15/2021	\$232.04	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	23	3/15/2021	\$232.04	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	24	3/15/2021	\$49,353.96	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	25	3/15/2021	\$387.43	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	26	3/15/2021	\$2,568.97	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	27	3/15/2021	\$44.29	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	28	3/15/2021	\$8,593.40	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	29	3/15/2021	\$22,740.97	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	30	3/15/2021	\$9,799.64	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	31	3/15/2021	\$416.30	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	32	3/15/2021	\$17,202.26	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51

March 24, 2021 Bill List - Borough of Red Bank

PO #	Vendor Id	Vendor Name	Purchase Order Description	PO Item #	PO Item Description	PO Item \$	Check Type	Checking Account	Check		
									Number	Check Date	Amount
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	33	3/15/2021	\$480.92	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00452	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	34	3/15/2021	\$168.32	Manual Check	CURRENT -VALLEY	14026	03/11/2021	\$380,037.51
21-00453	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	1	3/15/2021	\$34,462.66	Manual Check	WATER OPERATING	11679	03/11/2021	\$37,681.31
21-00453	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	2	3/15/2021	\$1,020.36	Manual Check	WATER OPERATING	11679	03/11/2021	\$37,681.31
21-00453	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	3	3/15/2021	\$2,198.29	Manual Check	WATER OPERATING	11679	03/11/2021	\$37,681.31
21-00454	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	1	3/15/2021	\$9,991.64	Manual Check	PKINGOP2RIVER	2176	03/11/2021	\$10,623.71
21-00454	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	2	3/15/2021	\$632.07	Manual Check	PKINGOP2RIVER	2176	03/11/2021	\$10,623.71
21-00455	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	1	3/15/2021	\$10,127.30	Manual Check	GRANT FUND-VNB	1608	03/11/2021	\$10,127.30
21-00456	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	1	3/15/2021	\$3,875.00	Manual Check	TRUST ACCOUNT	5754	03/11/2021	\$3,875.00
21-00457	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	1	3/15/2021	\$320.30	Manual Check	TWO RIVERS	1921	03/11/2021	\$320.30
21-00458	B0019	BOROUGH OF RED BANK,PAYROLL AC	3/15/2021	1	3/15/2021	\$300.00	Manual Check	DOG LICENSE AC	2103	03/11/2021	\$300.00
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	1	various accounts 1/23-2/22	\$336.82	Manual Check	CURRENT -VALLEY	14029	03/11/2021	\$2,116.81
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	2	various accounts 1/23-2/22	\$234.49	Manual Check	CURRENT -VALLEY	14029	03/11/2021	\$2,116.81
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	3	various accounts 1/23-2/22	\$236.91	Manual Check	CURRENT -VALLEY	14029	03/11/2021	\$2,116.81
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	4	various accounts 1/23-2/22	\$268.84	Manual Check	CURRENT -VALLEY	14029	03/11/2021	\$2,116.81
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	5	various accounts 1/23-2/22	\$341.19	Manual Check	CURRENT -VALLEY	14029	03/11/2021	\$2,116.81
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	6	various accounts 1/23-2/22	\$297.17	Manual Check	CURRENT -VALLEY	14029	03/11/2021	\$2,116.81
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	7	various accounts 1/23-2/22	\$401.39	Manual Check	CURRENT -VALLEY	14029	03/11/2021	\$2,116.81
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	8	various accounts 1/23-2/22	\$571.76	Manual Check	WATER OPERATING	11682	03/11/2021	\$2,383.78
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	9	various accounts 1/23-2/22	\$4.36	Manual Check	WATER OPERATING	11682	03/11/2021	\$2,383.78
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	10	various accounts 1/23-2/22	\$126.80	Manual Check	WATER OPERATING	11682	03/11/2021	\$2,383.78
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	11	various accounts 1/23-2/22	\$1,220.36	Manual Check	WATER OPERATING	11682	03/11/2021	\$2,383.78
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	12	various accounts 1/23-2/22	\$454.22	Manual Check	WATER OPERATING	11682	03/11/2021	\$2,383.78
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	13	various accounts 1/23-2/22	\$2.47	Manual Check	WATER OPERATING	11682	03/11/2021	\$2,383.78
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	14	various accounts 1/23-2/22	\$2.16	Manual Check	WATER OPERATING	11682	03/11/2021	\$2,383.78
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	15	various accounts 1/23-2/22	\$0.49	Manual Check	WATER OPERATING	11682	03/11/2021	\$2,383.78
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	16	various accounts 1/23-2/22	\$0.58	Manual Check	WATER OPERATING	11682	03/11/2021	\$2,383.78
21-00459	D0201	DIRECT ENERGY BUSINESS	various accounts 1/23-2/22	17	various accounts 1/23-2/22	\$0.58	Manual Check	WATER OPERATING	11682	03/11/2021	\$2,383.78
21-00460	N0021	NEW JERSEY NATURAL GAS CO	various accounts 1/22-2/22	1	various accounts 1/22-2/22	\$3,242.21	Manual Check	CURRENT -VALLEY	14030	03/11/2021	\$3,601.46
21-00460	N0021	NEW JERSEY NATURAL GAS CO	various accounts 1/22-2/22	2	various accounts 1/22-2/22	\$359.25	Manual Check	CURRENT -VALLEY	14030	03/11/2021	\$3,601.46
21-00461	N0021	NEW JERSEY NATURAL GAS CO	various accounts 1/22-2/22	1	various accounts 1/22-2/22	\$3,574.96	Manual Check	WATER OPERATING	11684	03/11/2021	\$3,574.96
21-00462	A0223	AT&T (BOX 105068)	acc#555347263001 3/1/21	1	acc#555347263001 3/1/21	\$37.26	Manual Check	CURRENT -VALLEY	14028	03/11/2021	\$157.96
21-00463	A0223	AT&T (BOX 105068)	acc#303496654001 2/25/21	1	acc#303496654001 2/25/21	\$120.70	Manual Check	CURRENT -VALLEY	14028	03/11/2021	\$157.96
21-00464	X0004	Xfinity	acc#0118576 2/26-3/25	1	acc#0118576 2/26-3/25	\$149.57	Manual Check	WATER OPERATING	11686	03/11/2021	\$149.57
21-00465	N0014	NJ AMERICAN WATER COMPANY	acc#1018210024224593 2/1-2/28	1	acc#1018210024224593 2/1-2/28	\$59,869.19	Manual Check	WATER OPERATING	11683	03/11/2021	\$59,869.19
21-00466	V0083	VERIZON CONNECT NWF INC.	acc#BORO055 2/1-2/28	1	acc#BORO055 2/1-2/28	\$741.00	Manual Check	CURRENT -VALLEY	14032	03/11/2021	\$741.00
21-00467	V0040	VERIZON WIRELESS	acc#6213289880001 1/27-2/26	1	acc#6213289880001 1/27-2/26	\$92.11	Manual Check	CURRENT -VALLEY	14031	03/11/2021	\$1,577.51
21-00467	V0040	VERIZON WIRELESS	acc#6213289880001 1/27-2/26	2	acc#6213289880001 1/27-2/26	\$76.02	Manual Check	CURRENT -VALLEY	14031	03/11/2021	\$1,577.51
21-00467	V0040	VERIZON WIRELESS	acc#6213289880001 1/27-2/26	3	acc#6213289880001 1/27-2/26	\$38.01	Manual Check	CURRENT -VALLEY	14031	03/11/2021	\$1,577.51
21-00467	V0040	VERIZON WIRELESS	acc#6213289880001 1/27-2/26	4	acc#6213289880001 1/27-2/26	\$174.22	Manual Check	WATER OPERATING	11685	03/11/2021	\$668.72
21-00467	V0040	VERIZON WIRELESS	acc#6213289880001 1/27-2/26	5	acc#6213289880001 1/27-2/26	\$330.00	Manual Check	PKINGOP2RIVER	2177	03/11/2021	\$330.00
21-00467	V0040	VERIZON WIRELESS	acc#6213289880001 1/27-2/26	6	acc#6213289880001 1/27-2/26	\$854.64	Manual Check	CURRENT -VALLEY	14031	03/11/2021	\$1,577.51
21-00467	V0040	VERIZON WIRELESS	acc#6213289880001 1/27-2/26	7	acc#6213289880001 1/27-2/26	\$494.50	Manual Check	WATER OPERATING	11685	03/11/2021	\$668.72
21-00467	V0040	VERIZON WIRELESS	acc#6213289880001 1/27-2/26	8	acc#6213289880001 1/27-2/26	\$222.23	Manual Check	CURRENT -VALLEY	14031	03/11/2021	\$1,577.51
21-00467	V0040	VERIZON WIRELESS	acc#6213289880001 1/27-2/26	9	acc#6213289880001 1/27-2/26	\$216.40	Manual Check	CURRENT -VALLEY	14031	03/11/2021	\$1,577.51
21-00467	V0040	VERIZON WIRELESS	acc#6213289880001 1/27-2/26	10	acc#6213289880001 1/27-2/26	\$78.10	Manual Check	CURRENT -VALLEY	14031	03/11/2021	\$1,577.51
21-00472	08057	THE BLUFFS CONDOMINIUM ASSOC	2020 REIMBURSEMENT GARBAGE COL	1	2020 REIMBURSEMENT GARBAGE COL	\$6,203.30	Meeting Check	CURRENT -VALLEY	14034	03/24/2021	\$6,203.30
21-00493	C0321	CME ASSOCIATES	ENGINEERING SERVICES	1	GENERAL ENGINEERING SERVICES	\$487.25	Meeting Check	CURRENT -VALLEY	14041	03/24/2021	\$487.25
21-00493	C0321	CME ASSOCIATES	ENGINEERING SERVICES	2	WHITE ST. IMP-R19-21	\$179.00	Meeting Check	CAPITAL ACCOUNT	2419	03/24/2021	\$1,765.50
21-00502	N0053	NJ WATER SUPPLY AUTHORITY	RAW WATER SUPPLY-QTR 1 2021	1	RAW WATER SUPPLY-QTR 1 2021	\$50,542.56	Meeting Check	WATER OPERATING	11690	03/24/2021	\$50,542.56
21-00508	S0029	SHREWSBURY OFFICE SUPPLY	Toner for Copy Machine	1	EmergenToner for Copy Machine	\$132.95	Meeting Check	PKINGOP2RIVER	2183	03/24/2021	\$132.95

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 21-86**

**RESOLUTION ACCEPTING THE RESIGNATION
OF RECREATION DIRECTOR CHARLIE HOFFMANN**

WHEREAS, the Mayor and Council of the Borough of Red Bank, have received notice that Charlie Hoffmann has resigned his position as Recreation Director effective April 2, 2021;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Red Bank accept the resignation of Charlie Hoffmann effective April 2, 2021.

	Motion	Yes	No	Abstain	Absent
Councilman Yassin					
Councilwoman Triggiano					
Councilman Ballard					
Councilman Yngstrom					
Councilman Zipprich					
Councilwoman Horgan					

Dated: March 24, 2021

BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 21-87

A RESOLUTION APPOINTING SPECIAL LAW ENFORCEMENT OFFICER CLASS II

WHEREAS, the Governing Body of the Borough of Red Bank is in agreement with the recommendation of the Chief of Police to appoint a part-time Special Law Enforcement Officer Class II to the Police Department.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Red Bank that Preston Mellaci is hereby appointed to the part-time position of Special Law Enforcement Officer Class II to the Borough of Red Bank Police Department effective April 1, 2021 at a rate of pay of \$20.00 per hour pending satisfactory completion of a medical examination with a drug screen, psychological examination, a criminal background investigation and subject to satisfactory completion of a probationary period of 90 days.

BE IT FURTHER RESOLVED that the Clerk forward a certified true copy of this resolution to Preston Mellaci, the Chief of Police and the Personnel Office.

	Motion	Yes	No	Abstain	Absent
Councilman Yassin					
Councilwoman Triggiano					
Councilman Ballard					
Councilman Yngstrom					
Councilman Zipprich					
Councilwoman Horgan					

Dated: March 24, 2021

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 21-88**

**A RESOLUTION AUTHORIZING RELEASE OF A PERFORMANCE GUARANTEE POSTED
BY TOTAL STORAGE CONCEPTS, LLC FOR 6 CENTRAL AVENUE & BERRY STREET,
BLOCK 75, LOTS 105, 106, 107, & 108, AND REQUIRING THE POSTING OF A
MAINTENANCE GUARANTEE**

WHEREAS, the Borough of Red Bank, County of Monmouth, State of New Jersey (the "Borough"), required the posting of a performance guarantee by Total Storage Concepts, LLC for the installation of certain site improvements with respect to approvals granted for its development project located upon Block 75, Lots 105, 106, 107, & 108; and

WHEREAS, pursuant to the Planning and Development Regulations of the Borough, on January 20, 2017, Total Storage Concepts, LLC posted: (1) a performance bond in the amount of \$243,220.05 from Western Surety Company, 101 S Reid Street, Sioux Falls, South Dakota 57103; and (2) a \$27,024.45 cash deposit to secure the bonded improvements required on the above-listed properties; and

WHEREAS, the Borough Engineer and Planning/Zoning Department have determined that all site improvements have now been completed in substantial compliance with the applicant's approvals; and

WHEREAS, the Borough Engineer and Planning/Zoning Department have recommended the release of the performance guarantee for the site improvements for the development of Block 75, Lots 105, 106, 107, & 108 posted by Total Storage Concepts, LLC, provided that Total Storage Concepts, LLC: (1) pay all outstanding inspection fees through the date of performance guarantee release; and (2) post a maintenance guarantee through either: (A) a two-year maintenance bond in the amount of \$40,536.68; or (B) a cash deposit in the amount of \$27,024.45; and

WHEREAS, the acceptance of such a maintenance guarantee is permitted, and in accordance with the provisions of the New Jersey Municipal Land Use Law and the Borough's Planning and Development Regulations;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Red Bank, County of Monmouth, State of New Jersey as follows:

1. That the Governing Body does hereby authorize the release of the performance guarantee posted by Total Storage Concepts, LLC, consisting of: (1) a performance bond in the amount of \$243,220.05 from Western Surety Company, 101 S Reid Street, Sioux Falls, South Dakota 57103; and (2) a \$27,024.45 cash deposit, for the site improvements for the above-listed properties, provided that Total Storage Concepts, LLC comply with paragraphs 2 & 3 hereinbelow; and
2. That, prior to the release of the performance guarantee posted by Total Storage Concepts, LLC, the Governing Body does require that Total Storage Concepts, LLC pay all outstanding inspection fees through the date of performance guarantee release; and
3. That, prior to the release of the performance guarantee posted by Total Storage Concepts, LLC, the Governing Body does require that Total Storage Concepts, LLC post a maintenance guarantee through either: (A) a two-year maintenance bond in the amount of \$40,536.68; or (2) a cash deposit in the amount of \$27,024.45; and
4. That a certified copy of this resolution be forwarded to the Chief Financial Officer, the Planning/Zoning Department, and Total Storage Concepts, LLC.

	Motion	Yes	No	Abstain	Absent
Councilman Yassin					
Councilwoman Triggiano					
Councilman Ballard					
Councilman Yngstrom					
Councilman Zipprich					
Councilwoman Horgan					

Dated: March 24, 2021

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 21-89**

**A RESOLUTION AUTHORIZING THE ISSUANCE AND ADVERTISEMENT OF A
REQUEST FOR PROPOSALS FROM QUALIFIED CONSULTANTS FOR THE
SUSTAINABLE MONMOUTH ALLIANCE ENERGY AGGREGATION PROGRAM**

WHEREAS, the Borough of Red Bank (the “Borough”) is the Lead Agent for the Sustainable Monmouth Alliance (“SMA”), which is a coalition of municipalities in Monmouth County, New Jersey, including Holmdel, Asbury Park, Matawan, Eatontown, Aberdeen, Freehold and Bradley Beach, that have come together for the purpose of combining their purchasing power to procure cleaner and less expensive electrical power for their residential electrical users; and

WHEREAS, the SMA requires qualified consultants or companies to develop a program to aggregate the electrical load of residential electricity users within the SMA, and, in consultation with the New Jersey Board of Public Utilities (“BPU”), develop, prepare, implement, and secure regulatory approval, and perform all services related to administering the SMA Aggregation Program in compliance with all applicable provisions of N.J.S.A. 48:3-93.1 et seq., as amended, N.J.A.C. 14:4-6.1 et seq., and the policies and procedures of the BPU; and

WHEREAS, the Borough, as Lead Agent for the SMA, desires to undertake a “fair and open” process for the solicitation of proposals by qualified consultants or companies to develop and administer the SMA Aggregation Program;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor & Council of the Borough of Red Bank, County of Monmouth, State of New Jersey that the Borough Administrator, or his designee, shall cause to be published and advertised the Request for Proposals attached hereto as Exhibit A, according to law.

	Motion	Yes	No	Abstain	Absent
Councilman Yassin					
Councilwoman Triggiano					
Councilman Ballard					
Councilman Yngstrom					
Councilman Zipprich					
Councilwoman Horgan					

Dated: March 24, 2021

**BOROUGH OF RED BANK
MONMOUTH COUNTY, NEW JERSEY**



**BOROUGH OF RED BANK,
AS LEAD AGENT FOR THE SUSTAINABLE MONMOUTH
ALLIANCE ENERGY AGGREGATION PROGRAM**

**REQUEST FOR PROPOSALS:
CONSULTANT FOR THE SUSTAINABLE MONMOUTH
ALLIANCE ENERGY AGGREGATION PROGRAM**

ISSUE DATE: MARCH 25, 2021

PROPOSAL DUE DATE: APRIL 15, 2021

Proposals shall be delivered in a sealed envelope clearly marked "CONSULTANT FOR THE SUSTAINABLE MONMOUTH ALLIANCE ENERGY AGGREGATION PROGRAM," to the Borough of Red Bank Clerk's Office located at 90 Monmouth Street, Red Bank, NJ, 07701, no later than 10:00 am on April 15, 2021, at which time proposals will be opened.

RFP may be obtained by request via email to jcharmello@redbanknj.org beginning March 25, 2021.

**BOROUGH ADMINISTRATOR
Borough of Red Bank
90 Monmouth Street
Red Bank, NJ 07701**

BOROUGH OF RED BANK GENERAL CONDITIONS

I. SUBMISSION OF PROPOSALS

- a.** Sealed proposals shall be received by the contracting unit, Borough of Red Bank, Monmouth County, New Jersey (hereinafter referred to as “OWNER”) in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- b.** Sealed proposals will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- c.** The proposal shall be submitted, in a sealed envelope:
 - i.** Addressed to the OWNER, Ziad Shehady, Business Administrator, Borough of Red Bank, 90 Monmouth Street, NJ 07701.
 - ii.** Bearing the name and address of the bidder written on the face of the envelope, and
 - iii.** Clearly marked **“REQUEST FOR PROPOSAL”** with the contract title and proposal # (if applicable) being proposed.
- d.** It is the bidder’s responsibility to see that proposals are presented to the OWNER on the time and at the place designated. Proposals may be hand delivered or mailed; however, the OWNER disclaims any responsibility for proposals forwarded by regular or overnight mail. If the proposal is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Proposals received after the designated time and date will be returned unopened.
- e.** Sealed proposals forwarded to the OWNER before the time of opening of proposals may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. Once proposals have been opened, they shall remain firm for a period of sixty (60) calendar days.
- f.** All prices and amounts must be written in ink or preferably machine-printed. Proposals containing any conditions, omissions, unexplained erasures or alterations, items not called for in the proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the OWNER. Any changes, whiteouts, strikeouts, etc. in the proposal must be initiated in ink by the person signing the proposal.
- g.** Each proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the proposal and be signed by an authorized representative as follows:

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

II. INTERPRETATION AND ADDENDA

- a. The bidder understands and agrees that its proposal is submitted on the basis of the specifications prepared by the OWNER. The bidder accepts the obligation to become familiar with these specifications.
- b. Bidders are expected to examine the specifications and related proposal documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a proposal specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of the contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the OWNER of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder’s submitted proposal.
- c. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing,

addressed to the OWNER'S representative stipulated in the specification. In order to be given

- d. consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the proposal for goods and services.
- e. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with N.J.S.A. 40A:11-23. All addenda so issued shall become part of the specification and proposal documents, and shall be acknowledged by the bidder in the proposal. The OWNER'S interpretations or corrections thereof shall be final.
 - i. When issuing addenda, the OWNER shall provide required notice prior to the official receipt of proposals to any person who has submitted a proposal or who has received a proposal package pursuant to N.J.S.A. 40A:11-23c.1.
- f. **Discrepancies in Proposals**
 - i. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - ii. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event that there is an error of the summation of the extended totals, the computation by the OWNER of the extended totals shall govern.

III. INSURANCE AND INDEMNIFICATION

a. Certificates of the Required Insurance

- i. Certificates as listed above shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Worker's Compensation and Employer's Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the OWNER as an additional insured.
- ii. Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the OWNER as an additional insured.

b. Indemnification

- i. Successful bidder shall indemnify and hold harmless the OWNER from all claims, suits or actions and damages or costs of every name and description to which the OWNER may be subjected or put by reason of injury to the person or property of another, or the property of the OWNER, resulting from negligent acts or omissions on the part of the bidder, the bidder's

agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

IV. STATUTORY AND OTHER REQUIREMENTS

(The following are mandatory requirements of this proposal and contract)

a. Mandatory EEO Proposal Advertisement Language.

- i. Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27
- ii. **For all contracts exempt from Public Bidding;** If awarded a contract, your company/firm shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

b. Mandatory EEO Contract Language

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

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

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

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

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

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

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

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

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

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

- i. Letter of Federal Affirmative
- ii. Action Plan Approval
- iii. Certificate of Employee Information Report
 - o Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

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

c. Affirmative Action Evidence

All successful bidders (goods and services vendors, professional service vendors and construction contractors) are required to submit evidence of appropriate affirmative action compliance to the Division and the awarding Public Agency. During a review, Division representatives will review the Public Agency files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the Public Agency, prior to execution of Public Agency contract, one of the following documents:

Goods, Professional Services and General Service Vendors:

- i. Letter of Federal Approval indicating that the vendor is under an existing Federally approved or sanctioned Affirmative Action program. A copy of the approval letter is to be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance. Or,
- ii. A Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid. Or,
- iii. An Initial Employee Report (Form AA302) and submit it to the Division with \$150.00 Fee and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulations.

After notification of award but prior to execution of goods and services and professional services contracts, the EEO/AA evidence must be submitted.

d. Americans with Disabilities Act of 1990

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

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and

employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

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

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

e. Stockholder Disclosure

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the proposal or accompanying the proposal of said corporation or partnership. Bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the proposal.

f. Proof of Business Registration

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

- i.** The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- ii.** Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- iii.** During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use

Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-173.

g. The New Jersey Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

h. Prevailing Wage Act (When Applicable)

Pursuant to N.J.S.A. 34:11-56.25 et seq., successful bidders on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the OWNER within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/Isse/Ispubcon.html.

i. Non-Collusion Affidavit

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

V. REJECTION OF PROPOSALS

a. Proposals may be rejected for any of the following reasons:

- i. All proposals pursuant to N.J.S.A. 40A:11-13.2; If more than one proposal is received from an individual, firm or partnership, corporation or association under the same name;
- ii. Multiple proposals from an agent representing competing bidders;
- iii. The proposal is inappropriately balanced
- iv. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- v. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the OWNER may accept the proposal of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

VI. TERMINATION OF CONTRACT

- a.** If, through any cause, the successful bidder shall fail to fulfill in a timely and proper manner obligations under this contract or if the contractor shall violate any of the requirements of the contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the OWNER of any obligation for balances to the contractor of any sum or sums set forth in the contract. OWNER will pay only for goods and services accepted prior to termination.
- b.** Notwithstanding the above, the contractor shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the contractor and the OWNER may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the OWNER from the contractor is determined.
- c.** The contractor agrees to indemnify and hold the OWNER harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the OWNER under this provision.
- d.** In case of default by the successful bidder, the OWNER may procure the goods and services from other sources and hold the successful bidder responsible for any excess cost.
- e.** Continuation of the terms of this contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the OWNER reserves the right to cancel this contract.
- f.** ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original proposal/contract. Any change shall be approved by the OWNER.
- g.** The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the OWNER.
- h.** The OWNER may terminate the contract for convenience by providing 60 calendar days advance notice to the contractor.

VII. PAYMENT

- a.** No payment will be made unless duly authorized by the OWNER'S authorized representative and accompanied by proper documentation.
- b.** Payment will be made in accordance with the OWNER'S policy and procedures.

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**BOROUGH OF RED BANK,
PROPOSAL FORM FOR THE SUSTAINABLE MONMOUTH
ALLIANCE ENERGY AGGREGATION PROGRAM**

**PROPOSAL FOR: CONSULTANT FOR THE SUSTAINABLE MONMOUTH
ALLIANCE ENERGY AGGREGATION PROGRAM**

We the undersigned company, agree to provide a Consultant for the Sustainable Monmouth Alliance Energy Aggregation Program, in compliance with all requirements of the attached specifications as to quality and delivery to the Borough of Red Bank as follows:

TOTAL NET AMOUNT IN WORDS (Please Print):

All prices are exclusive of all taxes and are the basis of delivery to the Borough of Red Bank, County of Monmouth, State of New Jersey.

Each proposal submitted must be on forms supplied by the Borough and no other will be accepted. Certain written requirements are specified in this proposal to be submitted with the proposal package. These requirements must be included in the proposal package or the proposal will be rejected.

The Borough reserves the right to reject any and all proposals, either in whole or in part, when, in the judgment of the governing body, the public interest will best be served by doing so; and, where the proposal contains more than one item to be proposal upon, to accept the proposal or proposals of any or all items contained therein, determining low proposal either on the basis of comparison of the aggregate of all items proposal or on the basis of a comparison of proposals, item by item.

Company Name	Federal ID/ Social
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Address	City, State, Zip
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Print or Type Name and Title of Authorized Agent	Signature
--	-----------

Date	Phone
------	-------

Fax	Email
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**BOROUGH OF RED BANK
ACKNOWLEDGMENT OF
RECEIPT OF ADDENDA**

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addenda Number	Delivery	Date	Acknowledge Receipt (Initials)
Addenda #1 - Additional SMA Member, RFP Section 1.1	Email		
Addenda #2 – Table of Contents Checklist of Documents	Email		

No addenda received:

Acknowledged for:

(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

**BOROUGH OF RED BANK REQUEST FOR PROPOSALS SPECIFICATIONS
CONSULTANT FOR THE SUSTAINABLE MONMOUTH
ALLIANCE ENERGY AGGREGATION PROGRAM**

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INITIAL

1. RECITALS

- 1.1 The Sustainable Monmouth Alliance (SMA) is a coalition of several municipalities in Monmouth County, New Jersey, including Red Bank, Holmdel, Asbury Park, Matawan, Eatontown, Aberdeen, Freehold and Bradley Beach, New Jersey, that have come together for the purpose of combining their purchasing power to procure cleaner and less expensive electrical power for their residential electrical users. There are other Monmouth County municipalities, including Marlboro, Middletown, Neptune, Ocean, Keyport, Brick, and Highlands whose governing bodies may authorize their inclusion in the SMA by Resolution.
- 1.2 The SMA has chosen Red Bank to act as its Lead Agent for all purposes related to affecting the goal in 1.1.

2. GENERAL INFORMATION AND SUBMISSION REQUIREMENTS

- 2.1 Pursuant to N.J.S.A. 40A:11-1 et seq., the SMA, through its Lead Agent, the Borough of Red Bank, hereby issues a Request for Proposals (“RFP”) seeking proposals from qualified consultants or companies to develop a program to aggregate the electrical load of residential electricity users within the SMA, and, in consultation with the New Jersey Board of Public Utilities (“BPU”), develop, prepare, implement, and secure regulatory approval, and perform all services related to administering the SMA Aggregation Program as defined by and in compliance with all applicable provisions of N.J.S.A. 48:3-93.1 et seq., as amended, and any other applicable statute or regulation related to this process, including N.J.A.C. 14:4-6.1 et seq., and the policies and procedures of the BPU.

The SMA intends to select and enter into an agreement (“the Contract” or “this Agreement”) with a qualified Proposer for a term of three (3) years, with an option to renew for an additional two (2) years at the SMA’s sole discretion.

- 2.2 The RFP may be obtained by request via email to jcharmello@redbanknj.org as of **Thursday, March 25, 2021, at 9:00 a.m. Separately sealed price and non-price (technical) proposals** will be accepted until **Thursday, April 25, 2021, at 10:00 a.m., at the Borough of Red Bank, 90 Monmouth Street, Red Bank, New Jersey, 07701, in the Red Bank Clerk’s office**, when a register of proposals will be made. Separately sealed proposals, including the Proposer’s name and address in the upper left-hand corner of each envelope, shall be clearly identified in the lower left-hand corner of each envelope as **PRICE PROPOSAL: CONSULTANT FOR THE SUSTAINABLE MONMOUTH ALLIANCE ENERGY AGGREGATION PROGRAM** and **NON-PRICE (TECHNICAL) PROPOSAL: CONSULTANT FOR THE SUSTAINABLE MONMOUTH ALLIANCE ENERGY AGGREGATION PROGRAM**. The SMA will not be responsible for the premature opening of any proposal not properly identified, and any such proposals will be rejected.

- 2.3 The SMA endeavors to expedite the award and execution of the contract documents. The Contract is anticipated to be awarded within thirty (30) calendar days after the

- proposals are due. Within ten (10) calendar days of the date of the award of contract, the Contract will be executed by the Borough of Red Bank, as Lead Agent for the SMA, and the Proposer to whom the award of contract has been made. Said time deadline may be extended by mutual agreement. Services under the Contract will commence as soon as is practicable thereafter.
- 2.4 If any changes are made to this RFP, an addendum will be issued. Addenda will be e-mailed or faxed to all Proposers on record as having received the RFP. If the Borough issues any addenda to this RFP, each Proposer shall acknowledge on the Proposal Form the receipt of each addendum by addendum number and date.
- 2.5 There is no pre-proposal conference scheduled for this RFP.
- 2.6 The SMA reserves the right to cancel this RFP, or reject in whole or in part any and all proposals, if the SMA determines that cancellation or rejection serves the best interests of the SMA.
- 2.7 All proposal prices submitted in response to this RFP must remain firm for sixty (60) days following the proposal due date.
- 2.8 The following forms, incorporated herein and included elsewhere in the bid documents, must be submitted with the bid:
- 2.8.A Price Proposal Form;
 - 2.8.B Non-Collusion Form;
 - 2.8.C Tax Compliance Form;
 - 2.8.D Certificate of Vote, if corporation;
 - 2.8.E Reference Form; and
 - 2.8.F Business Registration Certification
- 2.9 A proposal must be signed as follows:
- 2.9.A if the Proposer is an individual, by him/her personally;
 - 2.9.B if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner;
 - 2.9.C if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate SMA affixed.
 - 2.9.D if the Proposer is a limited liability company, by the managing member or an authorized member of the company.
- 2.10 No performance bond is required for this contract.
- 2.11 Proposals which are incomplete, conditional, not properly endorsed or signed, or which are otherwise contrary to these instructions will be rejected.

3. SCOPE OF SERVICES

3.1 LEGISLATIVE RESEARCH

In 1999, the State of New Jersey passed legislation relative to restructuring the electric utility industry. The Consultant selected by the SMA will review any subsequent amendments to the legislation and conduct a review of any statutory changes pending at the Legislative Branch and any regulatory changes pending at the BPU. The Consultant will also be responsible for monitoring federal restructuring legislation and regulations and PJM Interconnection (“PJM”) activities for potential impacts to the SMA.

3.2 MANAGEMENT OF SMA ENERGY AGGREGATION PROGRAM

The SMA seeks a qualified Consultant possessing a thorough understanding of load profiling, power procurement, renewable energy procurement, implementation of clean energy programs, and electricity supply pricing issues to perform the essential functions of operating the SMA Aggregation Program approved pursuant to N.J.S.A. 48:3-93.1 et seq. The Consultant or firm will be responsible for all technical and legal aspects of analyzing load data, administering the RFP process, leading negotiations with Competitive Suppliers, and providing ongoing management and monitoring of any Electric Service Agreements (“ESA”) executed on behalf of the SMA municipalities’ eligible consumers.

3.3 PREPARATION AND ISSUANCE OF RFPS FOR POWER SUPPLY

The SMA seeks a qualified Consultant possessing a thorough understanding of load profiling, power procurement, renewable energy procurement, implementation of clean energy programs, and electricity supply pricing issues to perform the essential functions of operating the SMA Aggregation Program approved pursuant to N.J.S.A. 48:3-93.1 et seq. The Consultant or firm will be responsible for all technical and legal aspects of analyzing load data, administering the RFP process, leading negotiations with Competitive Suppliers, and providing ongoing management and monitoring of any Electric Service Agreements (“ESA”) executed on behalf of the SMA municipalities’ eligible consumers.

When necessary, the Consultant shall develop an RFP for power supply for review and approval by the SMA, and/or its designees. In general, the procurement document shall include several components:

- 3.3.A description of the load aggregation (potential size of the aggregated load and the number of eligible consumers and/or accounts);
- 3.3.B services and features desired by the SMA;
- 3.3.C qualification criteria required in order to have a bid considered;
- 3.3.D criteria used to select the Competitive Supplier;
- 3.3.E essential provisions of the standard contract between the chosen Competitive Supplier and the SMA on behalf of the participating consumers; and term of service.

The Consultant shall ensure when accepting bids from Competitive Suppliers, that each bidder has included with their response a signed Business Registration Certificate, Non-Collusion Form, stating his/her bid is made freely without consultation with any other bidder, and a signed Tax Compliance Form, demonstrating compliance with the State of New Jersey tax laws.

The Consultant shall assist the SMA with the review and analysis of all responsive and responsible bids from Competitive Suppliers, and shall be responsible for recommending the bid that is in the best interests of the SMA and meets the goals of the SMA Energy Aggregation Program. Bids from Competitive Suppliers shall be evaluated based on price, Competitive Suppliers' proposed contract terms and conditions, reputation of Competitive Suppliers, quality of Competitive Suppliers' service, extent to which service meets SMA's needs, Competitive Suppliers' past relationship with the SMA, and previous work experience with governmental agencies. Nothing herein shall preclude the SMA from having legal counsel review such a recommendation.

The Consultant shall obtain and verify references for similar power supply contracts, if available.

3.4 NEGOTIATIONS FOR POWER SUPPLY

The Consultant shall act as the SMA's broker during the procurement process. The Consultant shall provide all technical and legal services during the negotiations and terms of any contract with prospective Competitive Suppliers.

Any negotiations shall include a requirement that billing for the provider shall be included in the bill from the local electric utility ("Local Distributor"), its successors and assigns. Nothing herein shall preclude the SMA from having legal counsel review the terms and conditions of any negotiated contract.

3.5 CONSUMER ENROLLMENT/TRANSITION PROCESS

After approval of the price and term of the agreement by the SMA with a Competitive Supplier, the Consultant shall take all measures necessary to effectuate the transfer of participating consumer data from the Local Distributor to the Competitive Supplier. The Consultant shall have established procedures to respond to:

- 3.5.A participating consumer queries and issues;
- 3.5.B Competitive Supplier issues;
- 3.5.C Local Distributor issues;
- 3.5.D media queries; and
- 3.5.E Governmental shifts and proposed policy changes.

3.6 PUBLIC EDUCATION AND NOTIFICATION

The Consultant shall prepare or cause to be prepared all informational and educational materials for the SMA municipal governing bodies, the general public and for the media, subject to the approval of the SMA, including meetings with representatives from the media. The Consultant shall include in their proposal a recommended public education and information strategy that will be used as part of the SMA Energy Aggregation Program following commencement of the power supply contract.

3.7 LEGAL ASSISTANCE

The Consultant shall prepare all required filings for the BPU, or any other state agency, if applicable, for contracts executed by the SMA on behalf of its residents in Red Bank, Holmdel, Asbury Park, Matawan, Eatontown, Aberdeen, Freehold and Bradley Beach.

3.8 ADMINISTRATION OF SMA ENERGY AGGREGATION PROGRAM

The Consultant will administer and provide technical oversight of the SMA Aggregation Program including:

- 3.8.A monitoring and reporting on compliance by the Competitive Supplier with all contract terms and conditions;
- 3.8.B resolution of contract issues;
- 3.8.C transition administration of the opt-out process for participating residential consumers;
- 3.8.D participation in negotiations with Competitive Suppliers and the Local Distributor as it relates to the procurement for the SMA Energy Aggregation Program;
- 3.8.E preparation of written reports on the ongoing operations of the SMA Energy Aggregation Program to be submitted on a semi-annual basis to the Borough; and
- 3.8.F routine updates and attendance at meetings with the SMA, the Red Bank Business Administrator, Governing Bodies of SMA members, and/or their designees, as needed.

3.9 MANAGEMENT OF CLEAN ENERGY PROGRAM COMPONENTS

The Consultant will administer and provide technical oversight of the Clean Energy components of the SMA Aggregation Program including:

- 3.9.A overseeing development of a plan to incorporate features of the Aggregation Program that support the rollout of Clean Energy in the participating municipalities, including strategies that enhance the degree to which the purchase of Renewable Energy Certificates are supportive of new renewable energy development in New Jersey and the PJM region and strategies that lead to reduction in demand for electricity or other polluting sources of energy;
- 3.9.B calculating and providing information about the anticipated benefits of the various Clean Energy options;
- 3.9.C supporting the participating municipalities in implementing the most cost-effective Clean Energy options;
- 3.9.D establishing metrics by which the Clean Energy strategies can be evaluated during and at the end of the contract period.

3.10 MAINTENANCE OF EFFORT

The Consultant, as the administrator of the power supply contract shall, after a contract is executed between the SMA and a Competitive Supplier, ensure the Competitive Supplier's compliance with the contract, conduct ongoing power supply analyses, be the advocate for ratepayers, provide answers to questions from ratepayers, and provide a hotline and website where ratepayers can seek information related to the SMA Energy Aggregation Program. The Consultant shall provide reports as directed by the SMA and the Red Bank Business Administrator and/or their designee, in addition to any reporting requirements outlined in this RFP.

The Consultant shall provide a written report concerning the following issues and items to the SMA, the Red Bank Business Administrator, and/or their designee, on a semi-annual basis:

- 3.10.A competitive Supplier's compliance with all terms and conditions of contract;
- 3.10.B contract issues and resolutions, if any;
- 3.10.C whether Competitive Supplier's contract milestones have been met;
- 3.10.D administration/customer service, defaults, litigation and penalties in order to ascertain compliance with BPU regulatory standards and procedures, as well as additional standards and procedures employed by the Competitive Supplier;
- 3.10.E participating consumer review;
- 3.10.F changes in the financial stability of the Competitive Supplier, if any; and
- 3.10.G changes in organizational structure of the Competitive Supplier, if any.

The Consultant shall provide a written report concerning the following issues and items to the SMA, the Red Bank Business Administrator and or /their designee prior to the expiration, extension or renewal of the contract:

- 3.10.H assessment on achievement of contract milestones;
- 3.10.I possible revision or upgrading of goals;
- 3.10.J market assessment or new feasibility study if conditions in the service area or operations have changed significantly;
- 3.10.K public process to affirm goals and evaluation;
- 3.10.L bidding and negotiation process;
- 3.10.M formulation of new contract; and
- 3.10.N service transition process, if needed.

3.11 SUMMARY OF RESPONSIBILITIES

The Consultant shall provide the following services:

- 3.11.A obtain and analyze the electrical load data for all participating consumers in the SMA;
- 3.11.B provide broker services, including preparing RFPs for Competitive Suppliers, if necessary;
- 3.11.C prepare and implement a public education plan and eligible consumer outreach program;
- 3.11.D prepare and submit, with the approval of the Borough of Red Bank Attorney and the Red Bank Business Administrator and /or their designees, all filings with the BPU or any other state agency, if applicable;

- 3.11.E prepare and negotiate agreements with Competitive Suppliers on terms favorable to the SMA;
- 3.11.F monitor all aspects of the SMA Energy Aggregation Program and any resulting contractual agreements with Competitive Suppliers;
- 3.11.G plan and support the clean energy options for the SMA and measure the success of their implementation;
- 3.11.H continually analyze the development of market and regulatory issues, and advise the SMA on any proposed changes in law or regulation, including those offered by the PJM and any pending at the Federal Energy Regulatory Commission (“FERC”) which may affect municipalities within the SMA Energy Aggregation Program;
- 3.11.I Nothing herein shall preclude the SMA from having its legal counsel review the terms and conditions of any contract, agreement and/or filing; and/or performance under same.

3.12 MANAGEMENT FEE FOR CONSULTANT SERVICES

The Consultant shall offer a management fee per kilowatt hour (kWh) that the SMA will consider in making an award for the Contract. The price per kWh shall be the complete price for all services provided by the Consultant, and Consultant may also propose an allowance for recovery of expenses and both shall be paid directly to the Consultant by the Competitive Supplier. No proposal shall require the payment by the SMA municipalities of any costs, expenses or expenditures.

Any consultant agreement shall not impose an obligation upon the SMA to execute any contract with any Competitive Supplier, or to operate, execute or maintain the SMA Energy Aggregation Program. Compensation shall only be paid to the Consultant by a Competitive Supplier to the extent the SMA elects, in the SMA’s sole discretion, to execute a power supply contract that is procured or negotiated on behalf of the SMA, as part of a SMA Energy Aggregation Program. The Red Bank Business Administrator and Borough of Red Bank Attorney will undertake a good faith review of any contract procured or negotiated on behalf of the SMA.

4. MINIMUM QUALITY REQUIREMENTS

- 4.1 Proposers must provide all of the services described in Section 3 and comply with all Submission Requirements listed in Section 2.
- 4.2 Proposers must have previous experience in the energy industry including state of the art Clean Energy strategies; in consulting on the development and implementation of a program for municipal aggregation for retail consumers and expertise in retail power markets and PJM wholesale markets. Proposers shall demonstrate experience with procurement strategies in NJ and PJM renewable energy markets and in managing demand reduction strategies.
- 4.3 Proposers must be equipped to undertake and commence the services specified upon the execution of the Contract. Proposers shall include a brief schedule for the completion of the above services and the deliverables, including the proposed start and end dates and

intermediate delivery dates. Proposers must describe the projected resource availability for the anticipated duration of the project.

4.4 Proposers must possess the following qualifications to perform the services, and must attach information demonstrating such qualifications titled “Description of Proposer’s Qualifications” to the Proposal Form:

4.4.A office location from which the services will be managed;

4.4.B detailed knowledge of N.J.S.A. 48:3-93.1 et seq.

4.4.C detailed knowledge of N.J.A.C. 14:4-1 et seq.;

4.4.D Energy Agent licensed by the BPU to do business in the area served by the Local Distributor for residential, commercial and industrial service.

4.5 Proposers must possess any necessary licenses and/or approvals required to act as the SMA’s agent for its SMA Energy Aggregation Program to be eligible to submit a proposal.

4.6 Proposer shall not be owned or be a subsidiary of any Competitive Supplier.

5. COMPARATIVE EVALUATION CRITERIA

All responsive and responsible non-price (technical) proposals will be evaluated and rated on the basis of the following comparative criteria:

5.1 The Proposer must have successfully completed Energy Aggregation Programs, with a strong preference for proposers who have successfully completed Energy Aggregation Programs in New Jersey and/or involving multiple jurisdictions, or equivalent combinations.

5.2 Proposer’s demonstrated familiarity and experience with procurement of renewable electricity and demand reduction programs. The proposer can demonstrate experience with procuring or arranging sale of renewable electricity consistent with the requirements of the New Jersey Renewable Portfolio Standard, and/or experience in direct management of energy demand reduction programs at the residential, municipal, or school district level.

5.3 The Proposer’s demonstrated ability to develop and complete an electrical or municipal aggregation process on a timely basis. The Proposer’s references must show that the process was completed on schedule or with minimal, insignificant delays, and that they satisfactorily satisfied the terms of their prior contracts in all respects.

5.4 Proposer has the qualifications and resources necessary to perform the service objectives stated in the RFP for administering and monitoring energy-related contracts for the SMA ENERGY AGGREGATION PROGRAM. The Proposer must show it possesses all of the qualifications and personnel necessary to meet all of the SMAs’ objectives stated in this RFP and has demonstrated proficiency in those qualifications.

6. REFERENCES

6.1 Proposers must submit a complete list of current New Jersey government clients and a separate list specifically of municipal government clients for which they provide services similar in size and scope to the services requested by the SMA herein. References must include client names, contact persons and contact numbers.

7. RULE FOR AWARD

- 7.1 The Contract will be awarded to the responsive and responsible Proposer offering the most advantageous proposal, taking into consideration all evaluation criteria.
- 7.2 The Contract price will remain firm for the term of the Contract, including any extension option term which is exercised by the SMA in its sole discretion.
- 7.3 The award of the Contract will be made by the Borough of Red Bank Committee as Lead Agency for the SMA. To be eligible to receive a contract award, a Proposer must be equipped to undertake and perform all the services specified in the proposal documents, and must satisfy all other requirements of this RFP.
- 7.4 The selected consultant will be required to execute a contract in substantially the same form as provided in Section 7.3 of this document.

8. FORM OF CONTRACT AND ADDITIONAL TERMS AND CONDITIONS

- 8.1 **General Laws Compliance:** The Consultant will comply with all federal, state and municipal laws, ordinances, rules and/or regulations as amended which are applicable to the Consultant's obligations pursuant to this contract for services
- 8.2 **Fair Employment Practices:** The Consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap.

The Consultant agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1964; The Age Discrimination in Employment Act of 1967; The Americans with Disabilities Act of 1991; N.J.S.A. 10:5-36 et seq., and N.J.A.C. 17:27.

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**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 20-90**

**RESOLUTION RETAINING SEAN F. BYRNES, ESQ. OF BYRNES, O’HERN & HEUGLE
TO SERVE AS COUNSEL TO THE HISTORIC PRESERVATION COMMISSION FOR THE
BOROUGH OF RED BANK EFFECTIVE MARCH 15, 2021 TO DECEMBER 31, 2021**

WHEREAS, the Historic Preservation Commission of the Borough of Red Bank (the “Borough”) requires the services and advice of an attorney to ensure the proper functioning and administration of the Commission; and

WHEREAS, the members of the Historic Preservation Commission recommended to the Borough that Sean F. Byrnes, Esq. of the law firm of Byrnes, O’Hern & Heugle is both qualified and possesses the required expertise to serve as counsel to the Commission; and

WHEREAS, the Borough has reviewed the qualifications of Sean F. Byrnes, Esq. of the law firm of Byrnes, O’Hern & Heugle and concurs with the Commission’s recommendation; and

WHEREAS, the value of the services to be provided by Sean F. Byrnes, Esq. of the law firm of Byrnes, O’Hern & Heugle are proposed at an hourly rate of \$150/hour not to exceed \$5,000.00; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i), requires the public advertisement of notice with respect to contracts for professional services awarded without competitive bids;

NOW THEREFORE, BE IT RESOLVED, by the Mayor & Council of the Borough of Red Bank as follows:

1. Sean F. Byrnes, Esq. of the law firm of Byrnes, O’Hern & Heugle is hereby appointed as Counsel to the Historic Preservation Commission for the purposes set forth in this Resolution, effective March 15, 2021 to December 31, 2021.
2. Sean F. Byrnes, Esq. of the law firm of Byrnes, O’Hern & Heugle is hereby retained by the Borough at an hourly rate of \$150/hour not to exceed \$5,000.00.
3. No appropriation of funds is required at this time.
4. The contract is awarded without competitive bidding as a professional service under the provisions of N.J.S.A. 40A:11-5(1)(a)(i).
5. That a notice in accordance with this Resolution and the New Jersey Local Public Contracts Law shall be published at least one time in the Borough’s official newspaper.
6. That a certified copy of this Resolution shall be provided to the Mayor, Borough CFO, Borough Tax Assessor, and Sean F. Byrnes, Esq.

	Motion	Yes	No	Abstain	Absent
Councilman Yassin					
Councilwoman Triggiano					
Councilman Ballard					
Councilman Yngstrom					
Councilman Zipprich					
Councilwoman Horgan					

Dated: March 24, 2021

**BOROUGH OF RED BANK
COUNTY OF MONMOUTH
RESOLUTION NO. 21-91**

**RESOLUTION TEMPORARILY DESIGNATING A PORTION OF BROAD STREET AS A
PEDESTRIAN MALL AT CERTAIN TIMES AND RELAXING ENFORCEMENT OF CHAPTER
219: "ALCOHOLIC BEVERAGES" & CHAPTER 430: "LICENSES AND PERMITS" &
CHAPTER 478: "PARKS AND RECREATION" & CHAPTER 562: "SIDEWALK CAFES AND
RESTAURANTS" & CHAPTER 590: "SOLID WASTE" & CHAPTER 596: "SPECIAL
IMPROVEMENT DISTRICT" & CHAPTER 603: "STREET BANNERS" & CHAPTER 608:
"STREETS AND SIDEWALKS" & CHAPTER 680: "VEHICLES AND TRAFFIC" TO PROVIDE
LOCAL BUSINESSES WITHIN THE BOROUGH WITH EXPANDED CAPACITY AND
ADDITIONAL SPACE TO PRACTICE PROPER SOCIAL DISTANCING AS
THEY RE-OPEN FROM THE COVID-19 CRISIS DURING 2021**

WHEREAS, the Governor of the State of New Jersey has issued Executive Orders imposing restrictions upon the operation of businesses within the entire State of New Jersey during the COVID-19 pandemic crisis; and

WHEREAS, the Mayor and Emergency Management Coordinator of the Borough of Red Bank have likewise proclaimed that a local state of emergency, as thereafter amended, exists within the Borough of Red Bank (the "Borough") in response to the COVID-19 crisis; and

WHEREAS, although the COVID-19 pandemic crisis and state of emergency continues at present, Federal, State, County and other authorities have lifted certain restrictions, and will likely lift more restrictions in the near future as nationwide vaccination efforts increase; and

WHEREAS, with the re-opening of businesses within the State of New Jersey, the Borough's Mayor and Council believe it prudent for the Borough to assist Red Bank businesses in re-opening and to provide maximum opportunities for social distancing as said businesses do so for the safety and general welfare of Borough residents; and

WHEREAS, by Resolution No. 20-157, in 2020, the Borough temporarily designated pedestrian malls and relaxed and modified certain regulations within the Borough, simultaneously and in accordance with the Governor's lifting of state-wide restrictions and the guidelines arising therefrom, to provide businesses with expanded space to operate for the protection of business owners, employees, customers, and Borough residents; and

WHEREAS, the Borough believes that repeating the aforementioned temporary relaxation and modification of certain regulations within the Borough during 2021, simultaneously and in accordance with the Governor's lifting of state-wide restrictions and the guidelines arising therefrom, will provide businesses with expanded space to operate for the protection of business owners, employees, customers, and Borough residents;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Red Bank as follows:

(1) Nothing herein shall be construed or interpreted inconsistently with or in violation of any Executive Order issued by the Governor of the State of New Jersey, or any other law, rule, regulation, guideline, directive, or notice from any authority to which the Borough is subject or would otherwise be bound or guided. To the extent that any provision or term of this Resolution is inconsistent with any other lawful authority, this Resolution shall be construed as through such provision or term did not exist. The unenforceability of any such provision or term shall not render any other provision of this Resolution unenforceable.

(2) The Mayor & Council declare that from May 1, 2021 until September 30, 2021:

(a) Broad Street (from Front Street to White Street) shall be closed to vehicular traffic from 8:00AM to 10:00PM from Sunday to Thursday and from 8:00AM to 1:00PM on Fridays and Saturdays, for the purposes of creating a pedestrian

mall during such time period.

- (b) Upon application and payment of the applicable fees and approval from the Borough pursuant to the permit process set forth in paragraph 8 hereinbelow, businesses shall be permitted to operate upon Borough streets, sidewalks, and/or rights-of-way, provided that the Borough will provide priority to businesses located in proximity to the pedestrian mall(s).

(3) The Mayor & Council hereby declare that businesses within the Borough may temporarily expand their existing operations through the use of outdoor space(s), including, but not limited to, backyards, sideyards, parking lots, and patios, to provide additional space for proper social distancing during the re-opening of said businesses.

(4) The Mayor & Council hereby declare that businesses within the Borough may temporarily expand their existing operations through the cooperative use or combination(s) of their existing space and operations for purposes that enhance social distancing, including, but not limited to, one business allowing another to use unneeded space on its premises or two businesses cooperating to dedicate pick-up and drop-off space for customers.

(5) The Mayor & Council hereby declare that businesses within the Borough may temporarily expand their existing operations into existing or adjacent indoor space(s) that may be vacant or otherwise prohibited from such use(s) for non-life hazard and non-safety reasons under the Borough Code.

(6) The Mayor & Council hereby declare that the Borough shall temporarily make certain Borough-owned outdoor spaces available to businesses to utilize, including, but not limited to, educational or enrichment programs, recreational groups, health and wellness classes, and children's camps, for purposes that enhance social distancing for said activities.

(7) The Mayor & Council hereby declare that the Borough shall temporarily permit businesses to display additional signage and advertisements in furtherance of the purposes set forth hereinabove.

(8) Any Borough business may seek approval for the use(s) and/or operation(s) described hereinabove by submitting to the Borough Clerk an Application for a Temporary Outdoor Business Extension Permit, which Application is attached to this Resolution as Exhibit A, together with an executed Indemnity and Hold Harmless Agreement, which Agreement is attached to this Resolution as Exhibit B.

- (a) Any Borough business submitting an Application for any use(s) and/or operation(s) described in paragraphs 2 through 6 of this Resolution shall comply with all Temporary Outdoor Business Extension Regulations, which are hereby made a part of this Resolution and the Application.
- (b) All Applications made under authority of this Resolution shall be reviewed by the Borough Administrator, in consultation with the Fire Marshal, Construction Official, and Chief of Police.
- (c) Any Applications seeking approval for or relating to operations within the Borough's Special Improvement District shall also be reviewed by RiverCenter.
- (d) All Applications shall be accompanied by an executed Indemnity and Hold Harmless Agreement, which is attached to this Resolution as Exhibit B, and at least \$1,000,000 in satisfactory insurance coverage naming the Borough as an additional insured to qualify for a Permit under the authority of this Resolution.
- (e) The initial decision on all applications made under authority of this Resolution

shall be determined by the Borough Administrator, after the aforementioned review with Borough officials, and when applicable, RiverCenter.

- (f) All applicants shall, upon approval of the Application, make payment of the applicable fees to the Borough, as set forth on the Application for a Temporary Outdoor Business Extension Permit attached hereto as Exhibit A.
- (g) Any applicant initially denied a permit by the Borough Administrator for any reason(s) not related to fire, construction, criminal, or motor vehicle codes and/or any other law, rule, regulation, guideline, directive, or notice from any authority to which the Borough is subject or otherwise bound shall have the right to file an appeal to the Mayor & Council within five (5) business days of receiving the initial determination from the Borough Administrator, which appeal shall be heard at the next scheduled meeting of the Mayor & Council.
- (h) The Borough Administrator and Chief of Police are hereby granted the concurrent power to revoke any permit issued under the authority of this Resolution in their sole discretion, subject to appeal directly to the Mayor & Council within five (5) business days of revocation, which appeal shall be heard at the next scheduled meeting of the Mayor & Council.

(9) The Mayor and Council hereby instruct and direct the Borough Administrator, Zoning Officer, Fire Marshal, Construction Official, and Chief of Police to interpret and construe any and all applicable provisions and conditions of Chapter 219: “Alcoholic Beverages” and Chapter 430: “Licenses and Permits” and Chapter 478: “Parks and Recreation” and Chapter 562: “Sidewalk Cafes and Restaurants” and Chapter 590: “Solid Waste” and Chapter 596: “Special Improvement District” and Chapter 603: “Street Banners” and Chapter 608: “Streets and Sidewalks” and Chapter 680: “Vehicles and Traffic” to further the purposes set forth in this Resolution, provided that nothing herein shall be construed to limit the aforementioned Officers’ lawful jurisdiction(s) or interfere with the aforementioned Officers’ duties and responsibilities according to law.

(10) This Resolution shall take effect immediately, provided, however, that no permits shall be issued and no modified business operations shall commence hereunder until such time(s) and as authorized by Federal, State, County and other applicable authorities.

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to the Borough Administrator, Zoning Officer, Construction Official, Fire Official, Chief of Police, RiverCenter, and as many Red Bank businesses as is feasible for the Borough Clerk.

	Motion	Yes	No	Abstain	Absent
Councilman Yassin					
Councilwoman Triggiano					
Councilman Ballard					
Councilman Yngstrom					
Councilman Zipprich					
Councilwoman Horgan					

Dated: March 24, 2021