

**AGENDA
COUNCIL MEETING
DECEMBER 15, 2021**

**140 NORTH BROADWAY
SOUTH AMBOY, NJ 08879**

6:00 P.M.

1. MEETING CALLED TO ORDER BY COUNCIL PRESIDENT
2. OPENING PRAYER AND SALUTE TO THE FLAG
3. ROLL CALL: DATO_ , McLAUGHLIN_ , NOBLE_ , REILLY_ , GROSS_
4. CERTIFICATION OF MEETING BY COUNCIL PRESIDENT

RECOGNITION: CROSS COUNTRY TEAM

ANNUAL BOARD OF HEALTH MEETING

TOM SIKORSKI

CONSENT AGENDA:

The following items are considered to be routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items unless a Council member so requests. In this event, the item will be removed from the Consent Agenda and considered in the normal sequence of the Agenda.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution #21-235 through #21-244 are hereby approved. **SECONDED by:** _____ . **ROLL CALL**

VOTE:

- | | |
|------------|---|
| NO. 21-235 | RESOLUTION OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX STATE OF NEW JERSEY, ACCEPTING THE CERTIFICATION OF THE DIRECTOR OF PUBLIC WORKS CONCERNING COSTS INCURRED IN THE REMOVAL OF DEBRIS AND CLEAN UP OF THE PROPERTY LOCATED AT 104 S. ROSEWELL ST. BLOCK 38, LOT 2, AND AUTHORIZING THE PLACEMENT OF A LIEN AGAINST SAID PROPERTY FOR SAID COSTS. |
| NO. 21-236 | A RESOLUTION OF THE SOUTH AMBOY COUNCIL OF THE CITY OF SOUTH AMBOY AUTHORIZING THE ADOPTION OF THE MIDDLESEX COUNTY MULTI-JUURISDICTIONAL ALL-HAZARDS MITIGATION PLAN |
| NO. 21-237 | A RESOLUTION CANCELING GRANT BALANCES |
| NO. 21-238 | A RESOLUTION AUTHORIZING BUDGET TRANSFERS IN ACCORDANCE WITH N.J.S.A. 40A:4-58 |
| NO. 21-239 | A RESOLUTION AUTHORIZING THE PURCHASE OF ELECTRONIC SIGNS |
| NO. 21-240 | RESCINDING RESOLUTION 21-230 - TAX REFUND TO BAYONNE COMMUNITY BANK |

- NO. 21-241 RESOLUTION AWARDDING THE CONTRACT FOR FERRY T ERMI NAL OPERATOR TO PORT IMPERIAL FERRY CORPORATI ON DBA/NY WATERWAY
- NO. 21-242 RESCIND/RENEWAL LIQUOR 21-22 LICENSE 1220-33-037-006 DOUBLE NICKEL LLC
- NO. 21-243 2021-2022 LIQUOR LICENSE RENEWAL - DOUBLE NICKEL LLC
- NO. 21-244 RESOLUTION AMENDING THE EMPLOYEE HANDBOOK AND PERSONNEL POLICIES AND PROCEDURES

RESOLUTIONS:

RESOLUTION NO. 21-245
APPROVAL AND RELEASE OF MINUTES

BE IT RES OLVED, that the City Council of the City of South Amboy does hereby approve and release the Council Minutes of the November 22, 2021 Council Meeting.

MOVED by: _____ Council of the City of South Amboy, that Resolution No. 21-245 is hereby approved. **SECONDED by** _____ **ROLL CALL VOTE:**

RESOLUTION NO. 21 - 24 6
APPROVAL OF BILL LIST

BE IT RESOLVED, that the City Council of the City of South Amboy does hereby receive and approve the payment of the bill list dated December 9, 2021, as presented by the Chief Financial Officer.

BE IT FURTHER RESOLVED, that the bills list be appended to the official minutes.

MOVED by: _____ Council of the City of South Amboy, that Resolution No. 21-246 is hereby approved. **SECONDED by:** _____ **ROLL CALL VOTE:**

ORDINANCES:

SECOND READING/ADOPTION

ORDINANCE NO. 20 21 - 18
AN ORDINANCE AMENDING ARTICLE XI OF THE SOUTH AMBOY CITY CODE TO ESTABLISH LEVELS OF STAFFING AND CREATE ADMINISTRATIVE DIVISIONS WITHIN THE SOUTH AMBOY POLICE DEPARTMENT

OPEN PUBLIC
CLOSE PUBLIC

MOVED by: _____, of the Council of the City of South Amboy, that Ordinance #2021-18 is hereby adopted.
SECONDED by: _____, **ROLL CALL VOTE:**

ORDINANCE NO. 2021-21

AN ORDINANCE AMENDING ORDINANCE NO. 1036 ENTITLED "PARKING AND TRAFFIC REGULATIONS" FOR THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX AND STATE OF NEW JERSEY -ADD FENLON

**OPEN PUBLIC
CLOSE PUBLIC**

MOVED by: _____, of the Council of the City of South Amboy, that Ordinance #2021-21 is hereby adopted .

SECONDED by: _ _ _ _ , **ROLL CALL VOTE:**

COMMENTS:

PUBLIC COMMENTS:

ADJOURNMENT TO CLOSE PUBLIC SESSION AND GO TO AN EXECUTIVE SESSION

**RESOLUTION NO. 21-247
AUTHORIZATION TO MOVE INTO AN EXECUTIVE SESSION**

WHEREAS , Section 8 of the Open Public Meetings Act (N.J.S.A, 10:4-12(b) (1-9) permits the exclusion of the public from a meeting in certain circumstances;

WHEREAS, the Council is of the opinion that such circumstances exist.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Amboy, County of Middlesex and State of New Jersey, as follows:

- 1. The general nature of the subject matters to be discussed is as follows:

Contract Negotiations
Litigation
- 2. It is anticipated at this time that the above stated subject matters will be made public when the matters are concluded or as soon thereafter as it is deemed to be in the public interest to do so.
- 3. This Resolution shall take effect immediately.

MOVED by: _____ ~~the~~ Council of the City of South Amboy, that Resolution No. 21-247 is hereby approved. **SECONDED by:** _____ **-ROLL CALL VOTE**

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 21-235

**RESOLUTION OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX
STATE OF NEW JERSEY, ACCEPTING THE CERTIFICATION OF THE DIRECTOR
OF PUBLIC WORKS CONCERNING COSTS INCURRED IN THE REMOVAL OF
DEBRIS AND CLEAN UP OF THE PROPERTY LOCATED AT 104 S. ROSEWELL ST.
BLOCK 38, LOT 2, AND AUTHORIZING THE
PLACEMENT OF A LIEN AGAINST SAID PROPERTY FOR SAID COSTS.**

WHEREAS, in accordance with the provisions of Chapter 115, specifically Section 37 of the Code of the City of South Amboy, the City of South Amboy removed debris, cleaned up the property, cuts the shrubs and grass located at 117-139 S. Rosewell St. (Block 161.02, Lots 21-22), after duly-giving notice to the property owner of said property pursuant to Chapter 115; and

WHEREAS, the Director of Public Works has certified the costs incurred by the City in removing the debris and cleaning up the aforementioned property; and

WHEREAS, the total additional costs incurred by the City for the removal of the debris and cleaning up the property, as certified by the Director of Public Works, is \$734.86 plus a 15% administrative fee of \$110.23 for a total of \$845.09; and

WHEREAS, Chapter 115, in accordance with state statutes, authorizes the governing body to have a lien placed against the subject property for the costs incurred by the City in the removal of the debris and boarding up the subject premises, together with interest thereon at the rate of delinquent taxes but no less than eight and eighteen percent (8% & 18%) per annum.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of South Amboy, County of Middlesex, State of New Jersey, as follows:

1. That the Governing Body hereby formally accept and approve the certification submitted by the Director of Public Works for the removal of debris and cleaning up the property located at 117-139 S. Rosewell St. (Block 161.02, Lots 21-22).
2. That the Governing Body does hereby direct the Tax Collector to place an assessment against the subject property in accordance with this resolution.
3. That a copy of the certified costs incurred by the City in removing the debris and cleaning up the property, together with a copy of this resolution, shall be forwarded to the owner of the property by registered mail in accordance with the provisions of N.J.S.A. 40:482-5
4. That a certified copy of this resolution be forwarded to the Tax Collector, the Director of Public Works, the Chief Financial Officer and Code Enforcement Officer.

Deborah Brooks

From : John Bartlinski
Sent: Tuesday, December 7, 2021 10:07 AM
To : Deborah Brooks
Subject : 117/139 S. Rosewell St

Deb,
Good Morning,
Apologies for the mis-communication on the address.
Please be advised that after the property owner ignoring a certified letter, the property at 117 (Blk 161.02 Lot 21)-139 (Blk.161.02 Lot 22) So. Rosewell St. had been deemed an emergency, and has been cut/cleaned
Following "The Process", I am submitting the detailed expenses for the undertaking of this project.
Figures were supplied by computing the salary guide for the employees who worked, as well as FEM A Equipment cost guidelines for equipment.
Property owned by HBD South Amboy LLC
345 Rt. 9 S/B Suite 195
Manalapan, NJ 07726

Labor

1 Laborer, two hours @ \$17.33	\$34.66	
1 Driver, two hours @ \$34.40	\$68.80	
1 Equipment Operator, two hours @ \$40.70	\$81.40	
Total Labor costs		S.184.86

Equipment

Wheeled Back Hoe,	2 hours @ 49.55 per hour	\$99.10
8 yard Dump Truck,	2 hours @ 57.70 per hour	\$115.40
Pick up truck	2 hours @ 22.64 per hour	\$45.28
Brush Cutter	2 hours @ 43.17 per hour	\$86.34
String Trimmer	2 hours @ 15.00 per hour	\$30.00

Total Equipment Cost **S.376.12**

Dumping/Disposal Fees

Middlesex County Improvement Authority	\$173.88
--	----------

Total Dumping/Disposal Fees **S.173.88**

Administrative/Processing Fees **S.110.23**

Grand Total **S.845.09**

John Bartlinski
City of South Amboy
Code Enforcement

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 21-236

A RESOLUTION OF THE SOUTH AMBOY COUNCIL OF THE CITY OF SOUTH AMBOY AUTHORIZING THE ADOPTION OF THE MIDDLESEX COUNTY MULTI-JURISDICTIONAL ALL-HAZARDS MITIGATION PLAN

WHEREAS Middlesex County, NJ has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS a Multi-jurisdictional All-Hazards Mitigation Plan has been developed by the County's Hazard Mitigation Steering Committee

WHEREAS the Hazard Mitigation Plan assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy including a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED by the City of South Amboy:

1. The City of South Amboy adopts in its entirety, the Middlesex County Multi-Jurisdictional All-Hazards Mitigation Plan (the "HMP") as the jurisdiction's official Hazard Mitigation Plan; minor revisions to the HMP recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.
2. The City of South Amboy resolves to execute the actions identified in the HMP that pertain to this jurisdiction, and municipal departments identified in the HMP are directed to pursue implementation of the recommended high-priority activities that are assigned to them.
3. The City of South Amboy will use the adopted and approved portions of the HMP to guide pre- and post-disaster mitigation of the hazards identified.
4. The City of South Amboy will coordinate the strategies identified in the HMP with other planning programs and mechanisms under its jurisdictional authority.
5. The City of South Amboy will continue its support of the Local Mitigation Planning Committee as described within the Plan.
6. The City of South Amboy will help to promote and support the mitigation successes of all participants in this Plan.
7. The City of South Amboy will incorporate mitigation planning as an integral component of government and partner operations.
8. The City of South Amboy will provide an update of the Plan in conjunction with the County no less than every five years.



Appendix A-20: City of South Amboy

The City of South Amboy participated in the 2021 Middlesex County Hazard Mitigation Plan (HMP) update. This appendix includes the locally specific information about the city. The following sections detail the planning process and participants; the current population, building stock, and land development trends; hazards that specific to the city and corresponding risk assessments; the City's mitigation strategy, and a local capability assessment. Information and data that is uniform throughout the planning area is included in Sections 1-7 of this plan update.

1. PLAN DEVELOPMENT

On June 24, 2020, the City of South Amboy returned a Letter of Intent to Participate in the Hazard Mitigation Plan, designating various municipal employees to sit on a Local Planning Committee, as listed below. The Local Planning Committee completed municipal worksheets (included in Appendices C & E) and worked to gather the necessary information to support the plan update. Members of the LPC met with the Planning Consultant on November 12, 2020. The LPC reviewed all drafts of this appendix prior to adoption.

See section 2.2 of the main HMP document for a description of the stakeholder engagement process and list of members on the stakeholder engagement committee. Stakeholder input is summarized in section 4.2.3.

Table 1. City of South Amboy Local Planning Committee Members (2021)

Name	Title	Organization
Glenn R. Skarzynski	Business Administrator	City of South Amboy
Darren Lavigne	Chief of Police	City of South Amboy
Leonard Moffa	Public Works	City of South Amboy
Mark Rasimowicz	Engineer	Center State Engineering
Fred A. Henry	Mayor	City of South Amboy
Mark Herdman	OEM Coordinator	City of South Amboy

2. COMMUNITY PROFILE

Physical Location

The City of South Amboy has a total area of 2.7 square miles and is located in the east-central region of Middlesex County, New Jersey. It sits adjacent to the Raritan River and Raritan Bay to the north and east, and Sayreville to the landward sides. Perth Amboy lies across the Raritan River from South Amboy.

Hydrography and Hydrology

South Amboy is a small City located at the mouth of the Raritan River. The western and northern third of the site is located in the Raritan River Basin and drains into the Raritan River. The remaining 2/3rds of the city, which encompasses the southern, central, and eastern portion of the City is in the Atlantic Coast Basin and drains into Raritan Bay.

History and Governance

The City of South Amboy was formally incorporated on April 11, 1908, from South Amboy City, originally formed from Perth Amboy, Monroe, Madison (Old Bridge) and Sayreville. The city is governed under the



Mayor-Council form of government, and has an elected Mayor and five Council members. The mayor is elected directly to a four-year term of office. Town Council members are elected three from wards, two at-large to serve four-year terms on a staggered basis, with three seats (three Council members; two Council members and the Mayor) coming up for election alternately every two years. The City Council holds monthly meetings open to the public where it discusses legislation under consideration.

3. CLIMATE PROFILE

Table 2. Climate Change Interactions and Impacts Summary

Primary Climate Change Interaction	Natural Hazard	Other Interactions	Potential Climate Change Impacts
Changes in Precipitation	Drought		Less rainfall can prompt droughts; both possess negative impacts on agricultural output. Increased rainfall will cause more floods that can overtop dams and break levees.
	Flooding	Dam/Levee Failure	
Sea Level Rise	Geologic	Power Failure	Increased rainfall can lead to soil saturation, which catalyzes landslides. Landslides can damage existing power and fuel infrastructure.
	Flooding	Hurricanes, Nor'easter	Power Failure
Extreme Temperature	Drought, Wildfire		Exacerbated by sea level rise, events like coastal floods, hurricanes, and nor'easters can all overburden and damage existing engineering and utility infrastructure.
		Power Failure	Increased heat can kill trees and accumulate masses of flammable dry wood or brush. This can cause wildfires or brushfires to burn longer and with more intensity. Electricity use for air conditioning may strain power grids leading to outages.
Non-Climate Influenced Hazards	Earthquake	Power Failure	There are no established connections between climate change and the likelihood of this hazard.

4. DEMOGRAPHICS

Population Trends

According to the American Community Survey, the population in 2019 was 8,694. This is a 0.72% increase from 2010. The City of South Amboy has a population density of 3,220 persons per square mile. It is the 16th densest municipality within the County. A summary of major population and household characteristics may be found in the following tables.

Table 3. Population Summary Estimates (2019 American Community Survey)

Population	Quantity	Percent of Municipal Population
Total Population	8,694	100
Median Age	42.3	N/A
17 years and under	1,750	20.1
65 years and over	1,363	15.7
Race		



White	7,188	82.7
Black/African American	674	7.8
Native American/ Alaskan Native	0	0
Asian	321	3.7
Native Hawaiian/Pacific Islander	0	0
Other Race (unspecified)	424	4.9
Two or More Races	87	1
Hispanic or Latino	1,531	17.6

Population statistics may further reveal potential vulnerabilities in the community. The following table details the distribution of two groups included in vulnerable population analyses (children and the elderly) according to household description. Residents living alone, particularly the elderly, may have fewer coping mechanisms and resource than those in household groups, therefore may constitute a demographic that could require assistance in mitigating their vulnerability.

Table 4. Household Characteristics Summary Estimates (2019 American Community Survey)

Ids	Quantity	Percent of Total
Total Households	3,395	100
Family Households (related)	2,292	67.5
Family Households w children under 18	984	29
Non-Family Households (unrelated)	1,103	32.5
Non-Family Households, living alone	946	27.9
Non-Family Households, living alone over 65	495	14.6

The City's housing stock is predominantly owner-occupied with approximately 60% owner-occupied and 40% renter occupied. The majority of units in the city over 40 years old with over 81% built before 1979.

Tables. Housing Characteristics Summary Estimates (2019 American Community Survey)

Housing Characteristics	Estimate
Total Occupied Housing Units	3,395
Percent Owner-occupied	60.4
Percent Renter-occupied	39.6
Percent built after 2010	0.6
Percent built before 1979	81.5

Vulnerable Populations

Vulnerable populations include those groups that may require special assistance, considerations, accommodation, or other needs during emergency events to facilitate their effective and safe compliance with emergency instructions. This includes, but is not limited to, those individuals needing mobility assistance (strollers, wheelchairs, etc.), those with financial needs (cannot afford hotel rooms, food,



necessities, during evacuation periods, etc.), those requiring translation or interpretation services to understand emergency information (non-English-speaking populations, deaf and hard of hearing), persons considered legal minors, persons with cognitive impairments, persons with specialized medical needs (electric dependent equipment, refrigerated medications, use of personal assistants for routine and basic care, medical transportation needs, etc.), and populations with social disadvantages or other needs that may require unique considerations during emergency events. Identifiable vulnerable populations in South Amboy include (but may not be limited to) the following:

Table 6. Social Vulnerability Profile

High Overall Social Vulnerability Tracts	0
--	---

Municipal Household Composition & Disability High Vulnerability Tracts 0

Population Variable	Population Within Variable	% of Total Population
Below Poverty	656	7.55%
Unemployed	370	4.26%
No High School Diploma	562	6.46%

Municipal Household Composition & Disability High Vulnerability Tracts 0

Population Variable	Population Within Variable	% of Total Population
Aged 65 or over	1,363	15.68%
Aged 17 Or Younger	1,750	20.13%
Civilian with a Disability	943	10.85%

Household Variables	Households Within Variable	% of Total Households
Single-Parent Households	188	5.08%
Average Household Income: \$34,830		

Municipal Minority Status & Language High Vulnerability Tracts 0

Population Variable	Population Within Variable	% of Total Population
Minority	2,336	26.87%
Black or African American	443	5.10%
AIAN	0	0.00%
Asian	310	3.57%
NHPI	0	0.00%
Other	0	0.00%
Two Or More Races	52	0.60%
Hispanic or Latino	1,531	17.61%
Speak English "Less than Well"	172	1.98%

Municipal Housing & Transportation High Vulnerability Tracts 0



Appendix A: Municipal Appendices
Draft- November 2021

Household Variables	Households Within Variable	% of Total Households
Multi-Unit Structures	371	10.03%
Mobile Homes	0	0.00%
Crowding	12	0.32%
No Vehicle	324	8.76%
Population Variable	Population Within Variable	% of Total Population
Group Quarters	14	0.16%

Social vulnerability is presented in section 3.4.1 of the main body of the HMP. During our discussion, the individual municipalities referenced considerations for vulnerable populations. In South Amboy, officials identified vulnerable populations as those that live in the floodplain, and in the Shoregate 55+ Condo Complex and the Thomas J. Dohany Homes, (South Amboy Housing Authority). Also acknowledged was the vulnerability of residents at affordable housing at Bayshore Drive; the McCarthy Towers and Robert Noble Manor on Gordon Street; Hillcrest Manor senior apartments off of Route 35; and the Venetian rehab/nursing facility.

Recent and Expected Development

According to the City, there are several developments along the waterfront. A warehouse distribution center is going in between South Amboy Junction and the North Jersey Coast [railroad] Line. Continuing south at the old power facility along the waterfront, there are plans in the discussion phase for a windmill port to build battery keepers to plug into the grid. A passenger ferry terminal with on-site parking is going on Radford Ferry Road. The project will include a bulkhead and dredging with plans to accommodate 1,000-year flood (12 ft). Just south of there, a large residential property is under construction. On the former Sunoco and sewage treatment plant sites (just south of the aforementioned residential construction), the owner (Sherman Financial Group) is negotiating with developers (Claremont and March) for a waterfront residential complex. The site requires cleanup and includes plans to raise it 16 ft. The site would include a landscaped waterfront walkway to connect to the ferry terminal.

Table 7. Land Use Change and Projects Proposed

Project Name	Type	Number of Structures	Location	Known Hazards	Description/Status
Woodmont Properties	Warehouse distribution Center	152k sqft warehouse	111 Main St	Coastline in one VE	Approval granted, construction expected Spring 2022
March Development	Warehouse distribution Center	13 52k sqft warehouse	Approx. 51 Main St	Coastline in Zone VE	Approval granted, construction expected Spring 2022
B.N.E. / Station Bay	Residential rental complex. Site to be elevated ~14ft	Residential complex	1000 Schindler Drive	Not in SFHA	91 of 501 units completed; remainder will be built Q1 2022.
Bayshore Wind power Port	Electrical grid station	200k sqft of bldgs., and	at the Old Power facility on the	Zones AE, X	Proposal only



	elec infrastructure	Raritan		
Passenger Ferry Terminal	Ferry terminal (with retail dining) and parking lot to include bulkhead and dredging	100 sqft, 2 story bldg., to be elevated 14 feet	Randolph Ferry Road	ones VE, AE Expect request for bids to go out by end of 2021, construction Q1 2022.
Cove at Manhattan Beach	486 residential rental units. Site to be elevated 14 feet, living shoreline, etc	3 bldgs & 3 parking decks	N Rosewell Ave	Coastal flooding In planning/development stage; currently seeking PILOT funding.

Community Lifelines and Interconnections with Hazard Mitigation and Response

In the main body of the HMP, Section 4.5 summarizes the reliance and relationships between municipalities and community lifelines with regard to specific hazards. Each of the seven lifelines (safety/ security, food/water/shelter, health/medical, energy, communications, transportation, hazardous material) represent a critical area for response. This is the first year that the plan is using this lifeline framework. As a result, each of the municipal entities may have some data deficiencies regarding the reporting about the presence of specific lifeline sub-components. NJOEM intends to further inventory and identify data sources that will assist communities in building out comprehensive lifeline and asset inventories.

Community lifeline risk assessments, because of their systematic view and reliance on regional collaboration, are recorded as part of the main planning document.

In South Amboy, officials mentioned that an expansion of the electrical grid would help JCPL to provide service and avoid power outages. Also, the town has used mobile signs and worked with the local senior center to service as a communications lifeline in targeting seniors with robo-calls using the "May Senior Center" program.

Commented [AC1]: When the main county part is finalized, we'll put in the references to the Table number and the page number.

Commented [K12]: Is this true?

5 . HAZARDS

Table 8. Hazard Assessment

Hazard	2015 Priority	2021 Priority	LPC Comments
Civil Unrest	<i>new in 2021</i>	Low	
Coastal Erosion	High	High	situated at mouth of Raritan River on Raritan Bay - subject to storm surge and coastal erosion
Dam/Levee Failure	Low	Low	
Drought	Medium	Medium	
Earthquakes	Low	Low	
Extremely High Temperatures	High	High	have heating and cooling centers at Senior center, ferry terminal, YMCA, and middle/high schools



Extremely Low Temperatures	High	High	See Extreme high heat
Floods (riverine, coastal, storm surge, tsunami, and stormwater flooding caused by local drainage and groundwater levels)	High*	High	coastal flooding
Geologic Hazards (landslides, subsidence, and sinkholes)	<i>not ranked</i>	Low	
Hazardous Materials (fixed sites, rails, and other transportation)	Medium	Medium	
Hurricanes/Tropical Storms	High*	High	
Nor'easters	High	High	biggest threat is nor'easters and severe weather that led to power outages
Pandemic	<i>new in 2021</i>	High	
Power Outages	High	High	Concern with storms that cause power outages - JCPL at limit and needs to expand grid
Severe Weather (high winds, tornadoes, and hail)	High	High	See Nor'easters
Wildfire	Low	Low	
Winter Storm (snow, blizzards, and ice storms)	High	High	See Nor'easters

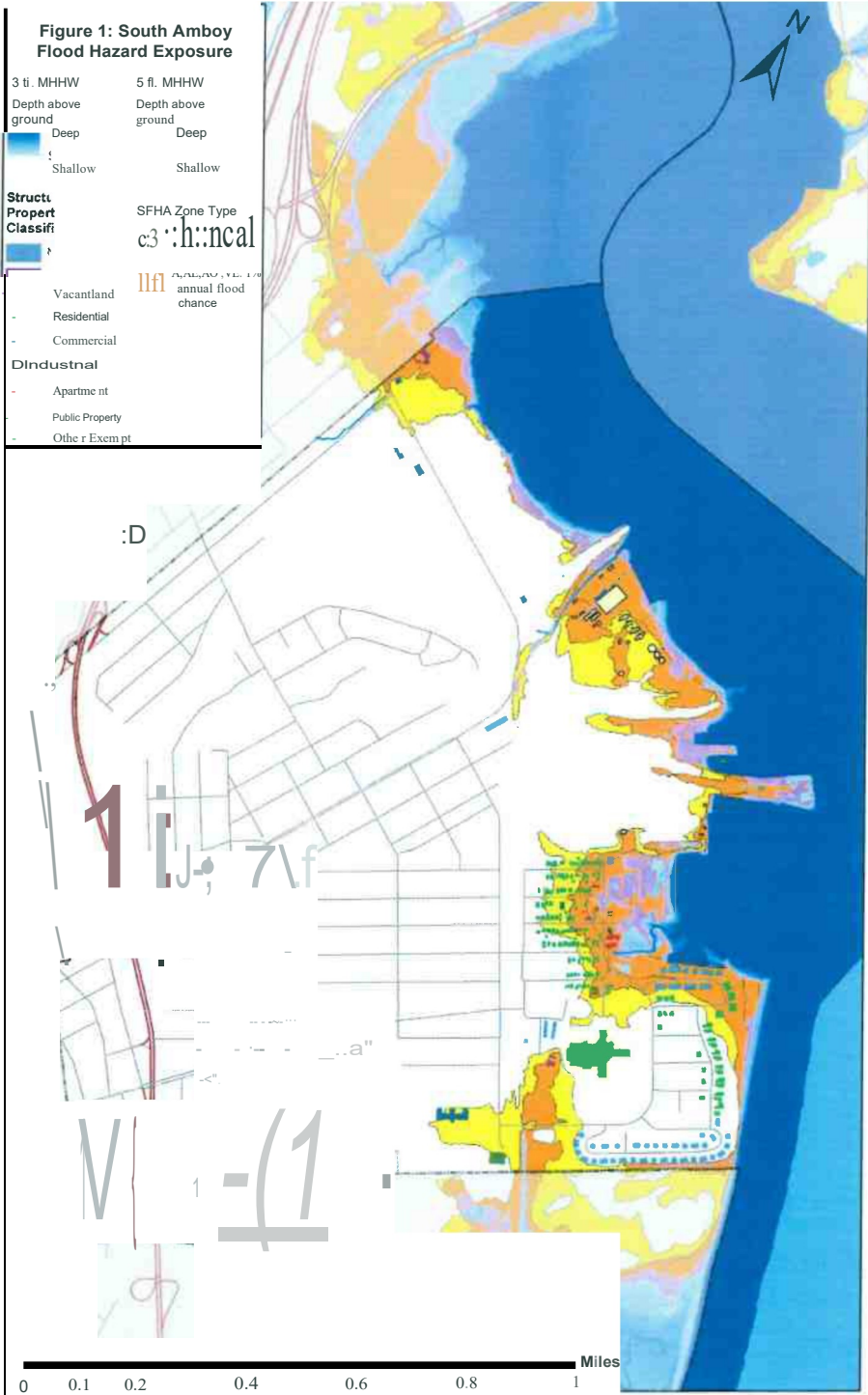
Table 8 shows the community hazard rankings from 2015 and from 2021. As part of the development of the jurisdictional appendices for the 2015 plan, municipalities ranked the list of hazards as high, medium, low, or no concern. For the 2021 update, municipalities again considered and ranked the salience of the hazards. This time, municipalities selected the top three priority hazards, shown as "High" in the 2021 column of the table. (Note that two hazards, pandemic, and civil unrest, were added to the 2021 list). For those hazards not ranked as the top three, the 2021 column carries through the same ranking as the 2015 column, unless there was a specific discussion about that hazard changing in severity in the five-year span. The specific hazards in the subsections below are based on these rankings.

Here we highlight any changes in the hazard profile between 2015 and 2021, with detail about those changes drawn from meetings with the local planning committee.

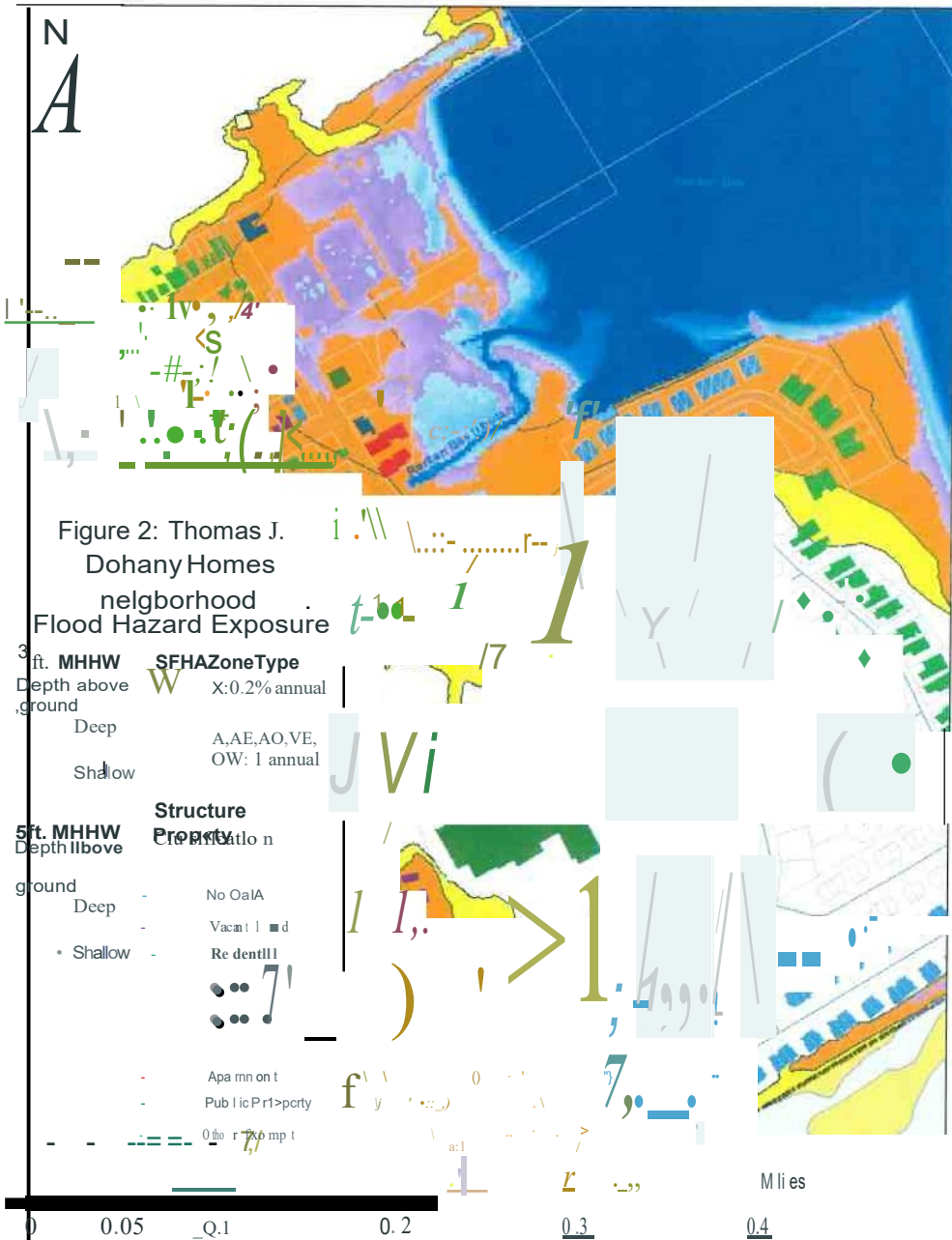
- **Pandemic (New Hazard)** - Ranked High. The COVID-19 pandemic has revealed the importance of some local services like food pantries, and the critical need to keep them operational (i.e., assure that they have backup generators, etc.)

Figure 1: South Amboy Flood Hazard Exposure

3 ft. MHHW Depth above ground	5 ft. MHHW Depth above ground
Deep	Deep
Shallow	Shallow
Struct. Property Classif.	SFHA Zone Type
Vacantland	100-year annual flood chance
Residential	
Commercial	
Industrial	
Apartment	
Public Property	
Other Exempt	

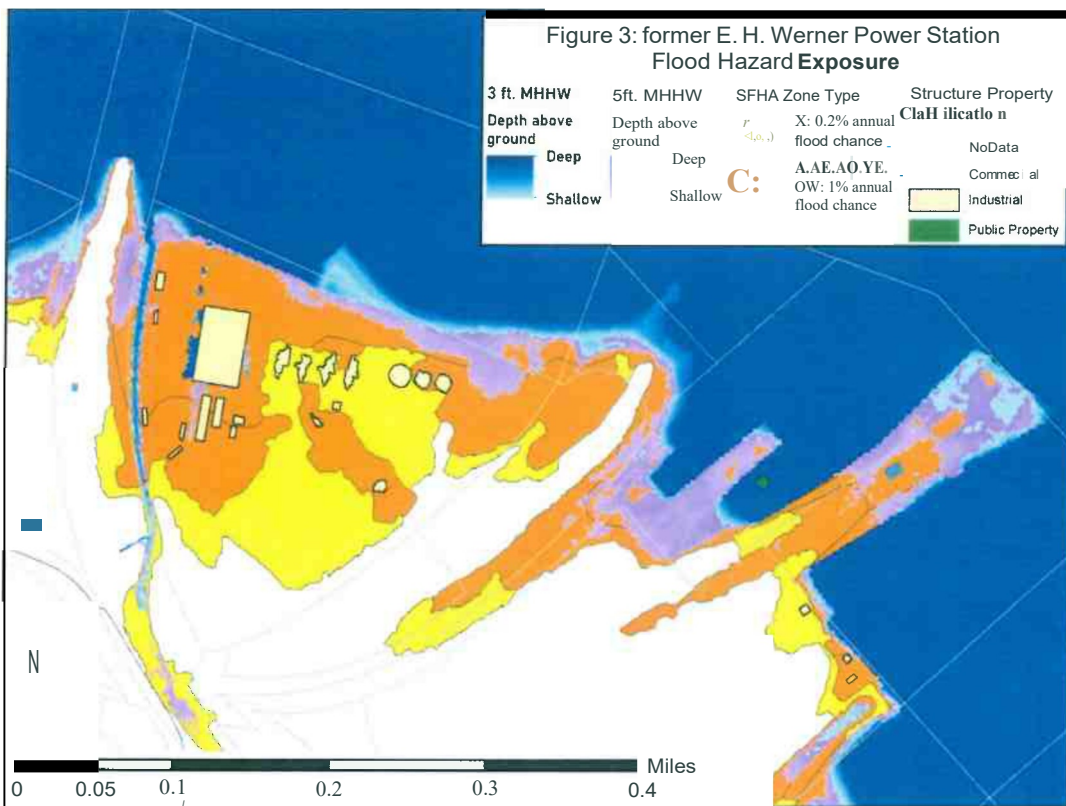


Data Sources: NJ MOD-IV FEMA NJOCP



Data Sources: NJ MOD-IV, FEMA. NJDEP

Figure 3: former E. H. Werner Power Station
Flood Hazard Exposure



Data Sources: NJ MOD-IV, FEMA, NJDEP



National Flood Insurance Program and Repetitive Loss Properties

To provide a sense of the flood risk in a community it is also beneficial to summarize the policies in force and claims statistics from the National Flood Insurance Program (NFIP). South Amboy has been a member of the NFIP since 1980. South Amboy does not currently participate in the Community Rating System (CRS) program.

FEMA NFIP statistics indicate that as of December 2020, federal flood insurance policies were in-force on 90 (100) properties in South Amboy. Between 1978 and 2020, there have been a total of 42 (36) NFIP insurance claims in the jurisdiction, with a total claims value of \$1,969,227 (\$1,898,906). As of September 2019, FEMA calculated that 18.18% of structures whose parcels were within the effective special flood hazard area held federal flood insurance.

Table 9 compares the number of policies in-force and paid claims in the jurisdiction. The table shows that South Amboy comprises 2.7% of the NFIP policies in-force in Middlesex County. The average NFIP claim in South Amboy \$46,886 (\$52,747) is significantly higher than the County average of \$26,259 (\$31,549).

It should be noted that NFIP claims are not a direct or completely accurate proxy for flood risk in a community. The data does not include flood damages to structures that had no flood insurance. Also, in some cases, structures or contents may have been underinsured. The NFIP claims data also does not include any damages to public facilities, which may be insured via other means (such as self-insurance or non-FEMA policies); such damages may also be addressed through other federal programs such as FEMA's Public Assistance Program.

Table 9. NFIP Policies and Claims in South Amboy

2020 Policies in Force	90	3,344	2.7
Total Claims (1978 - Current)	42	4,331	1.0
Total Paid (1978 - Current)	\$1,969,227	\$113,730,153	1.7

Source: FEMA HUDEX Report (https://nfmserVICES.floodsmart.nj.gov/f#/default/files/NFIP_HUDEX_-_Policy-Inst.011r-by-Geo_20201231.xls)

FEMA FIRM maps and hazard areas are the current standard for floodplain management, and this standard was used to determine properties in hazard areas (Table 10). For a 1% chance flood event (100-year flood), residential-class property exposures are greatest in value and in number, followed by industrial properties. Residential structure replacement values are more than 2 times greater than the corresponding value of industrial structures exposed in that flood scenario.

Within the 500-year floodplain, the additional property value at risk is more than threefold the 100-year floodplain exposure. Residential-class property, including homes east of Mason Ave, continues to dominate in number of structures at risk. However, a small number of commercial structures, including a high-value skilled nursing facility in the southeast, are exposed to significant risk also.

Table 10. Replacement Value of Properties (in thousands (\$000)) within FEMA FIRM Inland and Coastal Flood Hazard Areas

...	Grand Total
...



Appendix A- Municipal Appendices
Draft- November 2021

AE	\$ Value	\$0	\$5,216	\$76	\$1,953	\$198	\$0	\$0	\$0	\$7,443
	Number	12	30	2	17	2	2	1	12	78
VE	\$ Value						\$0			\$0
	Number						1			1
100-year Floodplain (AE, VE)	Value	\$0	\$5,216	\$76	\$1,953	\$198	\$0	\$0	\$0	\$7,443
	Number	12	30	2	17	2	1	1	12	79
X	Value	\$0	\$6,610	\$17,857	\$804	0	\$0	\$0	\$0	\$25,271
	Number	1	45	3	7	0	0	2	1	59

Notes: Exposures include flooding from both tidal and non-tidal waters. The 'X' (SOD-year floodplain) exposures represent those facilities exposed between the extents of the 100-year and 500-year floodplain, not a cumulative value. The replacement value for Public and for Other Exempt property is consistent with \$0 because those assessments are based on property tax payments, from which such properties are exempt. Public properties partially represent buyout properties where previous building footprints have been purchased and come under public ownership and demolition Commercial and apartment buildings represent more than one unit/ household exposure

As sea levels rise, flood exposure for buildings in South Amboy also increases and changes in composition. Table 11 presents the counts and values of buildings whose footprints are either fully inundated or partly exposed to more than 700 square feet of flooding, when a coastal flood occurs for each of the given heights (2, 3, 4, 5, 7 and 12 feet above MHHW (Mean higher high water) level. The replacement values of the structures and the property classifications are derived from the 2019 NJ MOD-IV database of property records.

The 100- and 500-year flood zones, 3 ft and 5 ft water level extents, and building footprints are mapped in Map 1, with additional detail maps for the Thomas J. Dehaney Homes subdivision (Map 2) and for the NRG-REM A/ Werner Power Station site (Map 3),

The site directly between these areas is additionally worth notice; although it has no occupied structures at present, it is the site for the Station Bay@ South residential development, as well as for a public ferry terminal connecting to New York City. (see <http://old.southamboy.njohadotest.com/Content/pdf/Proposed-Beach-Club-0-struct-Redevelopment-Plan.pdf>)

Table 11. Cumulative Replacement Value of Properties (in thousands (\$000)) Exposed to Coastal Flooding Water Levels

		NI	1-2 ft	3-4 ft	5-6 ft	7-8 ft	9-10 ft	11-12 ft	13-15 ft	Grand Total
2 ft MHHW	Value				\$115	\$0				\$115
	Number				1	1				2
3 ft MHHW	Value				\$115	\$0				\$115
	Number				1	1				2
5 ft MHHW	Value				\$115	\$0				\$115
	Number				1	1				2
7 ft MHHW	Value	\$0	\$661	\$76	\$920	\$198	\$0	\$0		\$1,856
	Number	6	3	2	8	2	2	1		24
12 ft MHHW	Value	\$0	\$6,181	\$399	\$2,298	\$198	\$0	\$0	\$0	\$9,076
	Number	11	52	4	20	2	3	3	15	110

Notes Each row represents cumulative counts and values for all properties exposed to a flood event at the given threshold. Exposure includes only coastal flooding (i.e., inland flood exposures from non-tidal waters are not assessed). The replacement value for tax-exempt or public properties is consistent with \$0 because those assessments are calculated from property tax payments. Public properties partially represent buyout



Appendix A: Municipal Appendices
draft - November 2021

properties where previous building footprints have been purchased and come under municipal ownership. Commercial and apartment buildings represent more than one unit/household exposure.

There are only two buildings exposed to current high tide flooding (approximately 2 ft MHHW) in South Amboy, located at the NRG industrial site and at city-owned waterfront property expecting redevelopment. These two buildings remain alone in their exposure even at higher water levels of 3 ft and 5 ft MHHW.

At the 7 ft MHHW level, industrial property exposures are at the NRG site and the Station Bay site are still the most exposed in terms of value and number. Second highest in value are two twin residential duplexes at the corner of Rosewell and Augusta. Other properties of note that are exposed at the 7 ft level are the South Amboy Health Center, one of the Rosewell Gardens apartment buildings, and the MCUA Pumping Station.

At the 12 ft MHHW level (roughly equivalent to the current 500-year floodplain extent), residential properties sharply increase, exceeding the next-highest property class, industrial, in both value and number of structures. This increase is due to the Dohaney neighborhood within the inundated extent. The Enterprise Snorkel Fire station is also within the inundation extent. More recent residential construction between Raritan Bay Waterfront Park and South Shore Drive, which is coded as 'no property class data' on the map, is also within the edge of inundation at 12 ft.

However, flood events for the most severe coastal storms surpass even this model, as the 12ft MHHW water level is partway between levels of flooding predicted by National Weather Service's SLOSH model for Category 1 and Category 2 hurricanes.

This analysis suggests that there are no immediate major vulnerabilities to flooding in South Amboy, as exposed properties are few in number and are expected to be redeveloped in the future. Nonetheless, the impending major alterations to South Amboy's post-industrial waterfront may require consideration of how to appropriately mitigate potential flood hazards adjacent to, and behind, the redevelopment area.

Table 12. Repetitive Loss Properties (NFIP) in South Amboy

Flood Zone	Number of Repetitive Loss Properties			Number Repetitive loss Claims			Property Losses (thousands of dollars)		
	At-Risk	Mitigated	Total	At-Risk	Mitigated	Total	At-Risk	Mitigated	Total
AE	2	0	2	5	0	5	\$38	\$0	\$38
All zones	2	0	2	5	0	5	\$38	\$0	\$38
12 ft MHHW	0	0	0	5	0	5	\$38	\$0	\$38

Table 12 above accounts for all Repetitive-Loss properties in the City. Two properties have made five claims altogether, totaling 38 thousand dollars in loss. Neither property has been mitigated.



6. CAPABILITIES ASSESSMENT

Each community within the planning area has a unique set of capabilities and priorities that affect its mitigation strategy. The following tables detail the capabilities assessed for the City of South Amboy during this plan update.

Table 13. Planning and Regulatory

Tool / Program (code, ordinance, plan)	2015	2021	Updated	Mitigation Updates
Master Plan	Y	Y	N	
Capital Improvements Plan		Y	Y	Part of capital budget process
Floodplain Management/ Basin Plan		N	N	
Stormwater Management Plan	Y	Y	Y	
Open Space Plan		Y	N	Open space is covered in master plan
Stream Corridor Management Plan		n/a	N	
Watershed Management or Protection Plan		N	N	
Economic Development Plan		Y	N	Redev Agcy (SARA) is responsible
Comprehensive Emergency Management Plan		Y	Y	
Emergency Operation Plan	Y	Y		Reviewed every 3 years by NJOEM
Post-Disaster Recovery Plan		N	N	
Transportation Plan		Y	N	Circulation element is in master plan
Strategic Recovery Planning Report		N	N	
Zoning Ordinance				
Subdivision Ordinance		N	N	This is covered in land use ordinance
NFIP: Cumulative Substantial Damages		N	N	
Growth Management Ordinances		N	N	
Site Plan Review Requirements		Y	Y	Updated 2021 new requirements
Stormwater Management Ordinance		Y	N	
Municipal Separate Storm Sewer System (MS4)		Y	N	Separate system
Combined Sewer Overflows (CSO)	N	N	N	
Natural Hazard Ordinance		N	N	Ch. 71 Flood Damage Prevention
Post-Disaster Recovery Ordinance		N	N	
Real Estate Disclosure Requirement		N	N	
Other [Special Purpose Ordinances (i.e., sensitive areas, steep slope)]		n		

Table 14. Staff/Personnel

Resources	2015	2021	Updated	Comments
Planning Board		Y		
Mitigation Planning Committee		Y		
Environmental Board/Commission		N		
Open Space Board/Committee		N		
Economic Development Commission/Committee		Y	Y	A Redev Agency is working on waterfront
Maintenance Programs to Reduce Risk		Y		
Mutual Aid Agreements		Y		for Firefighting
Planner(s) or Engineer(s) with knowledge of land development and land management practices		Y		Consultants from 'Center State Engineering'
Engineer(s) or Professional(s) trained in construction practices related to buildings and/or infrastructure		Y		

Commented [SM3]: Matt• this section was missing from] the 2015 HMP¹



Appendix A: Municipal Appendices
Draft- November 2021

Planners or engineers on staff with a strong understanding of natural hazards	y	Consultants from 'Center State Engineering'
NFIP Floodplain Administrator	y	Consultants from 'Center State Engineering'
Surveyors	y	Consultants from 'Center State Engineering'
GIS layers and maps	y	Consultants from 'Center State Engineering'
Personnel trained in GIS	y	Consultants from 'Center State Engineering'
Personnel trained in HAZUS	y	Mark Herdman NJCEM
Emergency Manager	y	Mark Herdman NJCEM
Grant Writer	y	
Staff with expertise in cost/benefit analysis	N	
Professionals trained in conducting damage assessments	y	onsultants from 'Center State Engineering', also, Tom Kelly (Code Enforcement)

Table 15. Education/Outreach and Community Classifications

Program	2015	2021	Updated	Comments
Community Rating System (CRS)	N	N	N	
Building Code Effectiveness Grading Schedule (BCEGS)	N	N	N	
Public Protection (ISO Fire Protection Classes 1 to 10)	N	N	N	
Storm Ready	Y	Y	N	
Firewise	y	y	N	
Disaster/Safety Programs in/for Schools		y	N	OEM participates in School safety drills and Emergency Action Planning
Organizations with Mitigation Focus (advocacy group, non-government)		N		
Public Education Program/Outreach (through website, social media)		y	y	OEM has online and social media presence for keeping public informed
Public-Private Partnerships		N		

Table 16. Fiscal capabilities

	2015	2021	Updated
Do you have a line item in your operating budget for mitigation project funding?	N	N	N
If no, will you look at mitigation actions when allocating funding in the future?	Y	Y	N
Do you have a line item in the Capital Improvement Budget for mitigation project funding?	N	N	N
Have you provided funding for mitigation projects identified in the hazard mitigation plan?	N	N	N
Does your town have the authority to Levy Taxes for specific purposes?	y	y	N
Does your town have user fees for water, sewer, gas or electric service?	Y-sewer	Y-sewer	N
Do you impose impact Fees for homebuyers or developers of new development/homes?	N		N
Does your community have an open space acquisition fund?	y	y	N
Do you use bonds to finance projects (general obligation bonds, special tax bonds, private activity bonds)	N	N	N

7. MITIGATION STRATEGY

Table 17. Previous Mitigation Actions - Completed and/or Ongoing

LMA	HMP Round	Mitigation Action	Anticipated benefits to hazard mitigation structure	Applies to existing or new structure	Existing Implementation	Responsible Party	Target Date	Estimated cost (\$)	Funding Source	Priority (H/M/L)	Status/Notes
		2010-2015 Sewage Pump Station stormwater				City					1 Suspended. City does not have authority or capability to upgrade this facility
	Past	Repair/upgrade of Sandy-damaged waterfront walkway against future wave action.									Completed as of 2015
	Past	Resource Center and Sanitary Sewer Pump Stations improvement									Project Completed In 2019
4	2015	Install generators at senior facility, community	Improve resilience at			OEM			Pending external funding source	H	Ongoing. Senior Facility has generator as of 2016;

		YMCA, public library	facilities/shelters								YMCA generator at initial scoping stage, library site will be overseen by School District.
5	2015	Elevate pump station on Lower Broadway				Engineering			Pending external funding source	H	Suspended pending funding.
6	2015	Elevate or relocate firehouse	Firehouse in floodplain	ex1stmg		Engineering			Exploring grant availability	H	Ongoing. Continuing to investigate options, including expansion of current site
7	2015	Upgrade warning system				OEM			Exploring funding availability	L	Ongoing. Received vendor quotes for waterfront warning system.
8	15	Elevate S. Broadway roadway to DPW or relocate facility				DPW/Engineering			Sayreville resurfaced road	L	Suspended. Coastal permitting for road elevation may not be feasible at this time.

Table 18. Current Mitigation Actions - Carryover and/or New

LMA	HMP Mitigation Action	Anticipated benefits to hazard mitigation structure	Applies to existing or new	Existing Implementation	Responsible Party	Target Date	Estimated cost (\$)	Funding Source	Priority (H/M/L)	SI/lu/R/vu/w
	2021 :tor for redundancy at DPW facility	Integration of services	Existing	City purchasing authority	DPW	n/a	n/a	n/a	H	Completed August 2021
10	2021 Extend recreational beach wrap around into former boat ramp area	Improve resiliency and increase beach as storm surge buffer	New	City will support federal and private partners as needed	w/ACOE	Within years	Staff time	ACOE	M	In progress as part of Rosewell project
11	2021 Replenish existing municipal beach	Increase storm surge buffer	Existing	Fed/ state beach nourishment program	w/ACOE	Ongoing, pending funding	Staff time	ACOE, pending funding allocation	H	In progress by ACOE
12	2021 Work/ JCP&L to expand/enhance power grid	Reduce power outages	New & existing	Public utility authority	W/JCP&I	Q2 2022	unknown	Developer funded improvements	H	Ongoing. JCP&L is primary mover for this project.
13	2021 Ensure food pantries have generators	Sustain safe emergency food	Existing	City purchasing authority	OEM	n/a	n/a	possibly FEMA	L	Complete. Generators have been delivered.

		during emergencies	distribution in emergencies including during pandemic								Food pantry operations have been centralized at church; currently mobile generator s are utilized
14	2021	In stall new shore pumping station at corner of Main Street and Raritan (north end of town)	Reduce impact of flooding	Existing infrastructure	Municipal authority	DPW	2022	2 million, incl property acquisition	500/o Federal Recovery funds, other half from EDA or I-Bank loan	H	Ongoing. In design phase



8. PLAN ADOPTION

On [insert date] Middlesex County submitted the initial draft of the 2021 Plan Update to NJOEM for review and comment. After addressing NJOEM comments in the document, the HMP was resubmitted for final consideration and approval by NJOEM and FEMA. FEMA approved the plan on [insert date], and the Plan update was forwarded to the Middlesex County Board of Chosen Freeholders for adoption, which occurred on [insert date].

The City Council approved the plan on [insert date]. The City resolution for adoption is provided below, and Middlesex County's adoption resolution is provided as Appendix K of the 2021 HMP update. Following adoption, the plan update was resubmitted to FEMA for final approval, which occurred on [insert date]. The FEMA approval letter is included as Appendix L.

9. PLAN MAINTENANCE

The City of South Amboy will review this Appendix of the County's All Hazards Mitigation Plan every year and give the County's HMP Coordinator an annual progress report. The OEM Coordinator is responsible for convening the LPC, initiating the plan review, and submitting the annual progress report. The LPC may use [worksheet 7.1](#) in FEMA's *Local Mitigation Planning Handbook* to facilitate the review and progress report. Local progress reports shall be provided to the County HMP Coordinator at least two weeks prior to the annual plan review meeting.

Additionally, the LPC will convene and review the plan when major hazard events impact the jurisdiction, potentially yielding opportunities for mitigation grant funding, or when new information suggests that plan elements do not accurately reflect the community's risk or its mitigation priorities.

If necessary, the OEM Coordinator will convene a meeting of the LPC to review and approve all changes. The City retains the discretion to implement minor changes to the document without formal procedures involving the City Council subject to local policies and regulations.

In addition to the annual progress report, the City of South Amboy will provide Middlesex County with a copy of the written notice of any changes to the jurisdictional appendix at the time such changes are implemented.

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION # 20 21 - 23 7

RESOLUTION CANCELING GRANT BALANCES

WHEREAS, there exists Grant Receivable Balances and Grant Reserves on the Balance Sheet which have been researched and are no longer valid; and

WHEREAS, it is necessary formally cancel the receivable balances and their offsetting appropriation balance from the Balance Sheet;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of South Amboy, County of Middlesex, State of New Jersey, hereby authorize the Chief Financial Officer to cancel the following grant receivables and grant reserve appropriation balances:

Grant	Cancel Appropriation Amount	Cancel Receivable Amount
NJ DOT Municipal Aid - Safe Corridors	12,595.23	25,042.00
NJ DOT Municipal Aid - Bordentown & Catherine	134.61	
Recycling Enhancement County Grant	617.00	617.00
Non Federal Cost Share - FEMA	44,957.00	1.00
Main Street- Engineering	154,830.00	60,625.00
Hazard Mitigation Grant - NJ OEM		142,080.00
Municipal Alliance Grant	13,136.73	12,985.00

1. The City Clerk is hereby authorized and directed to transmit to the Chief Financial Officer and City Auditor, a certified copy of this resolution.
2. This resolution shall take place immediately.
3. That a copy of the resolution shall be filed forthwith the Director of New Jersey, Division of Local Government Services.

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX
RESOLUTION NO. 21-238**

**RESOLUTION AUTHORIZING BUDGET TRANSFERS
IN ACCORDANCE WITH N.J.S.A. 40A:4-58**

WHEREAS, N.J.S.A. 40A:4-58 provides for appropriation transfers during the last two (2) months of the fiscal year, when it has been determined it is necessary to expend for any of the purposes specified in the budget an amount in excess of the sum appropriated therefore and where it has been further determined that there is an excess in any appropriation over and above the amount deemed to be necessary to fulfill the purpose of such appropriation, the governing body may, by resolution setting forth the facts, adopted by not less than two-thirds vote of the full membership thereof, transfer the amount of such excess to those appropriations deemed to be insufficient;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Amboy, in the County of Middlesex and State of New Jersey, that the Chief Financial Officer be and the same is hereby authorized to make transfers among the 2021 budget appropriations in accordance with the attached schedule of transfers.

Budget	Account	FROM	TO
1-01-20-120-010	Clerk: Salaries & Wages	5,000.00	
1-01-20-145-010	Revenue Administration: Salaries & Wages	4,500.00	
1-01-20-145-020	Revenue Administration: Other Expenses		4,500.00
1-01-22-195-010	Code Enforcement: Salaries & Wages		7,000.00
1-01-23-210-020	Liability Insurance: Other Expenses	15,000.00	
1-01-25-240-010	Police: Salaries & Wages	5,000.00	
1-01-25-240-020	Police: Other Expenses		5,000.00
1-01-25-252-010	O.E.M.: Salaries & Wages	10,000.00	
1-01-25-252-020	O.E.M.: Other Expenses		10,000.00
1-01-25-265-020	Fire Department: Other Expenses		3,000.00
1-01-26-307-010	Sewer: Salaries & Wages		5,000.00
1-01-26-307-020	Sewer: Other Expenses	5,000.00	
1-01-26-310-010	Buildings & Grounds: Salaries & Wages	10,000.00	
1-01-26-310-020	Buildings & Grounds: Other Expenses		5,000.00
1-01-26-315-010	Vehicle Maint: Salaries & Wages	5,000.00	
1-01-26-315-020	Vehicle Maint: Other Expenses		5,000.00
1-01-28-370-010	Recreation: Salaries & Wages	15,000.00	
1-01-31-430-240	Telecommunications: Other Expense		30,000.00
1-01-41-700-103	Municipal Alliance Against Alcoholism & Drug Abuse		2,000.00
1-01-41-899-020	Matching Funds for Grants: Other Expenses	2,000.00	
1-01-43-490-010	Court: Salaries & Wages	2,000.00	
1-01-43-490-020	Court: Other Expenses		2,000.00
		<u>\$78,500.00</u>	<u>\$78,500.00</u>

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 21-239

RESOLUTION AUTHORIZING THE PURCHASE OF ELECTRONIC SIGNS

WHEREAS, the City of South Amboy may by Resolution, and without advertising for bids or obtaining quotations, purchase goods or services as per N.J.S.A. 40A:11-11, under the Hunterdon County Educational Services Commission Cooperative Pricing System; and

WHEREAS, the City of South Amboy desires to purchase goods and service utilizing Hunterdon County Educational Services Commission Cooperative Pricing System which the City of South Amboy is a member of and;

WHEREAS, the City intends to enter into contract for procurement of two (2) Double Sided Sign with Electronic Message Centers through KC Sign and Awnings, 142 Conchester Highway, Aston, PA 19014 through HCESC contract# HCESC-SER-21-08;

WHEREAS, the Chief Financial Officer has certified that funds in the amount of \$86,695.00 are available in: NJ DCA Transit Village Grant: G-02-41-590-064;

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Council of the City of South Amboy, County of Middlesex, State of New Jersey, that the Business Administrator and Chief Financial Officer are hereby authorized and directed to purchase two (2) Double Sided Sign with Electronic Message Centers through KC Sign and Awnings 142 Conchester Highway, Aston, PA 19014 through HCESC contract #HCESC-SER-21-08, in the amount of \$86,695.00

Certification of Funds:

I, Daniel Balka, CFO of the City of South Amboy, do hereby certify that the amount of \$86,695.00 will be available in account, NJ DCA Transit Village Grant: G-02-41-590-064



Daniel Balka, CFO

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX:**

RESOLUTION NO. 21-240

**RESCIND RESOLUTION 21-230 REFUND OF TAX OVERPAYMENT- BAYONNE
COMMUNITY BANK**

WHEREAS, the Governing Body of the City of South Amboy, Middlesex County, New Jersey, authorized a tax refund to Bayonne Community Bank in the amount of \$2067.10 on November 22 in Resolution 21-230: and

WHEREAS, the tax collector has certified the above overpayment was not made, therefore no refund is needed;

NOW, THEREFORE be it resolved, by the Governing Body of the City of South Amboy that Resolution 21-230 authorizing a tax refund to Bayonne Community Bank is rescinded

CITY OF SOUTH AMBOY

COUNTY OF MIDDLESEX

RESOLUTION NO. 21-241

RESOLUTION AWARDING THE CONTRACT FOR FERRY TERMINAL OPERATOR TO PORT IMPERIAL FERRY CORPORATION DBA/NY WATERWAY

WHEREAS, CITY OF SOUTH AMBOY, a body politic of the State of New Jersey, with an address at 140 North Broadway, South Amboy, New Jersey, 08879 is the owner of land situated at Block 161.02 Lots 90.01 & 25.07 in the City of South Amboy including a pier adjacent thereto and certain upland areas adjacent to the Pier upon which a waterfront bulkhead and pedestrian walkways have been or will be constructed providing access to the Pier, and

WHEREAS, the City plans to cause to be constructed on a portion of the Land a ferry terminal (the "Ferry Terminal") and an automobile parking lot; and

WHEREAS, the City desires to contract for the operation of a passenger ferry service (the "Primary Ferry Service") between the Landing Site (hereinafter defined) and the Borough of Manhattan in New York City; and

WHEREAS, on or about July 7, 2021, the City issued a Request for Proposal (the "RFP") to various ferry service operators; and

WHEREAS, Port Imperial Ferry Corporation dba/ NY Waterway, a New Jersey Corporation with an address at 4800 Avenue at Port Imperial, Weehawken, New Jersey, 07086 ("PIFC") was selected by the City under the RFP to be the "prime operator" as defined in the RFP, which is incorporated herein by reference; and

WHEREAS, the City intends to license to PIFC portions of the Pier for use as a landing site and the Ferry Terminal; and

WHEREAS, the City has determined that the Primary Ferry Service would be an appropriate and beneficial use of the Land and beneficial to the public and therefore wishes to license the Ferry Property to PIFC on the terms and conditions contained herein; and

WHEREAS, PIFC desires to provide the services, the equipment and the improvements, and to perform the other obligations required as the prime operator in accordance with the provisions of the RFP, and

WHEREAS, after negotiations the City and PIRC have negotiated a contract satisfying to both parties;

THEREFORE BE IT RESOLVED that the City Council authorizes the Mayor to execute the contract as negotiated with PIRC on behalf of the City of South Amboy.

FERRY SERVICE AND LANDING AGREEMENT

THIS AGREEMENT, dated as of December ____, 2021, by and between CITY OF SOUTH AMBOY, a body politic of the State of New Jersey, with an address at 140 North Broadway, South Amboy, New Jersey, 08879 (the "City"), and PORT IMPERIAL FERRY CORP., doing business as NY WATERWAY, a New Jersey corporation, with an address at 4800 Avenue at Port Imperial, Weehawken, New Jersey, 07086 ("PIFC");

WHEREAS, the City is the owner of land situated at Block 161.02 Lots 90.01 & 25.07 in the City of South Amboy (the "Land"), a description of which is attached hereto as Exhibit A, including a pier adjacent thereto (the "Pier") and certain upland areas adjacent to the Pier upon which a waterfront bulkhead, parking facilities, and pedestrian walkways have been or will be constructed providing access to the Pier (the "Adjacent Areas");

WHEREAS, the City desires to contract for the operation of a passenger ferry service (the "Primary Ferry Service") between the Landing Site (hereinafter defined) and the Borough of Manhattan in New York City;

WHEREAS, on or about July 7, 2021, the City issued a Request for Proposal (the "RFP") to various ferry service operators;

WHEREAS, PIFC was selected by the City under the RFP to be the "prime operator" as defined in the RFP, which is incorporated herein by reference;

WHEREAS, the City plans to cause to be constructed on a portion of the Land a ferry terminal (the "Ferry Terminal") and an automobile parking lot (the "Parking Facility"), schematic drawings for which have been provided to PIFC;

WHEREAS, the City intends to license to PIFC portions of the Pier for use as a landing site (the landing site being hereinafter referred to as the "Landing Site") and the Ferry Terminal

(the Landing Site and Ferry Terminal are hereinafter collectively referred to as the "Ferry Property"), a depiction of which is attached hereto as Exhibit B, entitled "Delineation Plan";

WHEREAS, the City has determined that the Primary Ferry Service would be an appropriate and beneficial use of the Land and beneficial to the public and therefore wishes to license the Ferry Property to PIFC on the terms and conditions contained herein; and

WHEREAS, PIFC desires to provide the services, the equipment and the improvements, and to perform the other obligations required as the prime operator in accordance with the provisions of the RFP, as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements of the parties herein contained, the parties hereby agree as follows:

1. Term of Agreement: Provision of Ferry Service.

- a. The term of this Agreement shall commence on the date hereof and shall continue in effect until the tenth (10th) anniversary of the Commencement Date (as hereinafter defined) (the "Initial Expiration Date") or unless extended to a later date beyond the Initial Expiration Date (the "Expiration Date") or sooner terminated pursuant to the provisions of this Agreement. The Primary Ferry Service shall commence on a date (the "Commencement Date") to be mutually agreed upon between the City and PIFC. The City and PIFC acknowledge and agree that it is anticipated that the Commencement Date will be between August, 31, 2023 and December 31, 2023. The City and PIFC further acknowledge and agree that the Commencement Date is dependent upon the completion of the above-mentioned improvements to the Pier, the Ferry Terminal and the Parking Facility (the "Improvements"). The City is presently revising the plans and specifications for the Improvements. The City tentatively expects (a) to receive bids for the Improvements in February ,2022, (b) to award a construction contract for the Improvements in March 2022, and (c) to enter into a contract with and to give a notice to proceed with

the Improvements to the construction contractor (the " Notice to Proceed") in March, 2022. The construction contract will allow the contractor approximately one year to complete construction of the Improvements, which will result in completion of the Improvements on or about December 31, of 2023. If the City has not given the Notice to Proceed for the making of the Improvements by December 31, 2022, PIFC may cancel this Agreement by written notice to the City (the "Notice of Termination"). In any event, however, the notice of Termination will not be valid unless received by the City prior to the City's giving a Notice to Proceed. Once the City has given the Notice to Proceed, PIFC shall no longer have the option to cancel this Agreement under the provisions of this paragraph. The Commencement Date of the Primary Ferry Service shall be no later than 15 months from the date that the Notice to Proceed is given to the construction contractor;

- b. The Primary Ferry Service shall be operated by PIFC between the Landing Site and the docking facilities at (a) PIFC's Brookfield Place Terminal at Battery Park City in lower Manhattan, and (b) PIFC's terminal at West 39th Street and the Hudson River in midtown Manhattan (the "PIFC Destinations") during the hours and with the frequencies as to each weekday during the term of this Agreement as are set forth on Exhibit C attached hereto and made a part hereof. Subject to the provisions contained herein, PIFC may make reasonable changes to the schedule for the Primary Ferry Service, provided that PIFC shall give the City at least thirty (30) days' advance written notice of any changes to such schedule. Notwithstanding the foregoing, in no event shall the Primary Ferry Service be less than a Full Time Ferry Service. For purposes of this Agreement, "Full Time Ferry Service" is defined to mean at least 200 days per calendar year in accordance with a schedule approved by the City which provides for at least three (3) trips in each Peak Period (hereinafter defined) to and from each PIFC Destination. For purposes of this Agreement, "Peak Period" is defined to mean (i) 5:30 A.M. to 11:00 A.M. and (ii) 4:00 P.M. to 8:00 P.M. Provided PIFC is not then in breach or default in the performance or observance of any of its obligations to be performed or

observed under the Agreement regarding which PIFC has been notified by the City, PIFC shall have the right to renew this Agreement for one (1) additional ten (10) year term; provided, however, that PIFC shall notify the City in writing of its election to renew not less than nine (9) months nor more than twelve (12) months prior to the expiration of the preceding term (TIME BEING OF THE ESSENCE as to such notification period); renewal shall be on the same terms and conditions as this Agreement. PIFC may, from time to time, propose to utilize a different location for any of the PIFC Destinations listed above, subject to the City's prior written consent (which shall not be unreasonably withheld).

2. Nature of Service: Fares. PIFC shall operate the Primary Ferry Service for: (a) the transporting of passengers between the Landing Site and the PIFC Destinations and (b) the transporting of Cargo (hereinafter defined) between the Landing Site and the PIFC Destinations and for no other purpose. For purposes of this Agreement, "Cargo" is defined to mean nonflammable, non-corrosive, non-hazardous materials which are typical of express package movement as is generally acceptable by the freight industry generally and of the type and consistency that would be transported by United Parcel Service, the United States Postal Service or Federal Express (provided, however, that the definition may be expanded with the prior written consent of the City) but shall not include (i) Hazardous Substances (as hereinafter defined), (ii) flammable substances under pressure (except with the prior written consent of the City, which consent may be granted or withheld in the City's sole discretion), or (iii) any substance(s) otherwise prohibited by federal or state law from being transported in the manner contemplated by this Agreement. All fares to be charged to passengers by PIFC in respect of the Primary Ferry Service's Peak Period shall be commercially reasonable and relative to fares charged on competing or complementary services, and will include the Base Rent (as hereinafter defined), and all of PIFC's costs, including for the provision of trans-Hudson transfers and ground transportation services; provided PIFC shall give the City at least thirty days' advance written notice of any changes in fares.

3. Assignment and Subletting. PIFC shall not, (a) assign this Agreement without the prior written consent of the City which consent shall not be unreasonably withheld or delayed, or (b) except as otherwise expressly permitted by this Agreement, grant any license, concession, or other right of occupancy of any portion of the Ferry Property, or (c) permit the use of the Ferry Property by any party other than PIFC (each, a "Transfer"). Any attempted Transfer by PIFC shall be null and void ab initio and shall constitute an Event of Default hereunder by PIFC.

3. Notices. All notices or other communication to be given by the City to PIFC shall be served by: (i) personal delivery by an established delivery service upon PIFC, (ii) reputable overnight courier or (iii) certified or registered mail addressed as follows: Port Imperial Ferry Corp., 4800 Avenue at Port Imperial, Weehawken, New Jersey 07086, Attn: Armand Pohan with a copy to: Mark D. Lamer, Esq., Windels Marx Lane & Mittendorf, LLP, One Giralda Farms, First Floor, Madison, New Jersey 07940. All notices or other communication to be given by PIFC to the City shall be served by: (x) personal delivery by an established delivery service upon the City, (y) reputable overnight courier or (z) certified or registered mail addressed as follows: City of South Amboy, 140 N. Broadway, South Amboy, New Jersey 08879, Attn: Business Administrator, with a copy to City of South Amboy, 140 N. Broadway, South Amboy, New Jersey 08879, Attn: City Clerk.

4. Grant of License and Landing Rights.
 - a. Subject to, and in accordance with, the terms and conditions of this Agreement, the City hereby grants to PIFC an exclusive license and permission to utilize the Ferry Property as herein provided and PIFC agrees to operate the Primary Ferry Service to and from the Landing Site and to land vessels at the Landing Site solely for the purposes described in Section 2 of this Agreement. The rights granted to PIFC hereunder shall be exclusive as to the Primary Ferry Service. The City reserves the right, and the right to allow others the right, to use the Landing Site for any other purpose including,

without limitation, the provision of ferry services to destinations other than the PIFC Destinations (the "Secondary Services"). Without limiting the foregoing, the City may inspect, or cause to be inspected, the Ferry Property at any time without prior notice of any kind.

- b. The City and PIFC acknowledge and agree that the City, with the prior written approval of PIFC (which approval shall not be unreasonably withheld), may select one or more ferry operators (each, a "Special Operator") to provide charter, weekend, sightseeing or banquet type ferry service.
 - c. In the event of the City's selection of one or more Special Operators or Secondary Services Operators, PIFC shall be entitled to collect a fee from any Special Operators or Secondary Services Operators for the provision of services at the Ferry Property.
 - d. In the event the City proposes to allow others the right to provide ferry services to destinations other than PIFC Destinations or to select a ferry operator to provide charter, weekend, sightseeing or banquet type ferry service, PIFC shall have a right of first refusal to provide such services. The City shall provide to PIFC written notice of the terms and conditions of such proposed services and PIFC shall have ninety (90) days to provide to the City written notice of the exercise of the right of first refusal to provide such services.
 - e. Subject to the restrictions in Paragraph 16 below regarding overnight berthing, Secondary Services and Special Operator services shall not significantly interfere with the operation of the Primary Ferry Service.
5. Rent Payable to the City.
- a. Base Rent. In partial consideration for the rights granted by the City to PIFC pursuant to this Agreement, PIFC shall pay to the City, without setoff, deduction or counterclaim, an amount (the "Base Rent") equal to the sum of
 - (i) \$0.30 per passenger, whether a full fare, reduced fare or no fare is paid, and
 - (ii) \$0.02 per pound of Cargo whether carried by PIFC or by a Secondary or Special Operator and whether or not a fee, fare or other compensation is

charged, such Base Rent to be paid monthly on or before the tenth day of each month, beginning with the month immediately following the month in which the Commencement Date occurs. The Base Rent shall be subject to adjustment in accordance with Section 35 herein. At minimum the annual base rent shall be no less than fifty thousand dollars (\$50,000).

- b. **Additional Rent.** In addition to the Base Rent, PIFC shall pay to the City as additional rent (the "AdditionalRent") (the Base Rent and Additional Rent are hereinafter collectively referred to as the "Rent"), in each case without setoff, counterclaim or deduction, an amount equal to ten percent (10%) of the gross revenues of all concessions, whether operated by PIFC or a third party, as described in Section 36 of this Agreement, such Additional Rent to be paid on or before the tenth day of each month, beginning with the month immediately following the month in which the Commencement Date occurs. The rate of Additional Rent shall remain fixed during the term of this Agreement and any extensions hereof.

6. **Ferry Vessels.** PIFC will bear all capital, operating and other costs associated with the design, construction, acquisition, operation, repair, and maintenance of its vessels and shall be solely responsible for meeting all certification, inspection, maintenance and safety requirements applicable to its vessels. Without limiting the generality of the foregoing, each vessel selected by PIFC for use in providing the Primary Ferry Service (collectively, the "Vessels") shall be (a) approved by the U.S. Coast Guard and manned and operated in accordance with the U.S. Coast Guard Certificate of Inspection, and (b) substantially in conformance with the performance characteristics contained in PIFC's response to the RFP. PIFC will submit specifications for each Vessel to be used by PIFC in providing the Primary Ferry Service during the term of this Agreement, without limiting the foregoing, PIFC shall at all times have available a minimum of two (2) ferry vessels which meet the criteria contained herein to undertake the Primary Ferry Service.

7. Ridership Data. PIFC will furnish to the City reports containing daily aggregate passenger totals (both paid and unpaid) and Cargo totals by trip, in form and substance reasonably required by the City, on a monthly basis, no later than the 25th day of the following month. The City shall have the right to audit such reports in accordance with Section 31 herein.
8. Requirements of Law.
 - a. This Agreement and the performance of PIFC's duties hereunder shall be subject to any and all laws, regulations, orders, rules and requirements of the New Jersey Department of Transportation and the laws, regulations orders, rules and requirements of any and all agencies, administrations, departments, bureaus and boards of federal, state, City and local governmental authorities. The Primary Ferry Service to be operated by PIFC hereunder shall be operated in compliance with all applicable legal requirements and PIFC shall comply with and shall cause its employees, agents, servants and invitees to comply with all laws, statutes, municipal ordinances, rules and regulations of government authorities applicable to the conduct of its business or the performance of its duties and obligations hereunder. PIFC shall be responsible for obtaining all operating licenses and permits and other governmental and quasi-governmental approvals, if any, required for the Primary Ferry Service to be provided hereunder.

Without limiting the foregoing, PIFC shall comply with all federal, state and local environmental laws, rules and regulations, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C.9601-9657, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901-6987, the State of New Jersey Industrial Site Recovery Act ("ISRA"), NJSA 13:1K-6 to 18 and the Spill Compensation and Control Act, NJSA 58:10-23.11 et. seq., all of which, together with all successor legislation, are collectively referred to hereinafter as the "Environmental Laws". PIFC agrees from and after the date hereof, to comply with all Environmental Laws and that it shall not cause or permit, nor shall any agent, servant, employee

or contractor of PIFC cause or permit, any acts or omissions in violation of an Environmental Laws, including, without limitation, storing, handling, transportation, use, disposal or discharge of any Hazardous Substance (as such term is defined in the Environmental Laws) in, on, about or under the Ferry Property in violation of the Environmental Laws. PIFC hereby agrees to execute such documents and provide such information as the City reasonably requires to assure compliance with the Environmental Laws (the requirements contained in subsections (a) and (b) of this Section 9 shall hereinafter be collectively referred to as the " Legal Requirements"), it being understood that environmental compliance relating to conditions which pre-exist the date of this Agreement will be excluded from the definition of "Legal Requirements".

9. Insurance

- a. PIFC shall obtain and maintain protection and indemnity insurance coverage and comprehensive general liability coverage with combined single limit for bodily injury, personal injury and property damage in the amount of not less than \$10,000,000 applicable to each coverage.
- b. All such insurance policies shall name City as an additional insured thereunder against any claims, suits, demand, or judgments by reason of personal injuries including death and for any claims of damage or property occurring on the Ferry Property, including, but not limited the lands or water.
- c. All insurance policies and insurance required to be furnished hereunder shall be issued by a responsible company or companies authorized to do business in the State of New Jersey and such policies shall not be canceled or subject to change except upon not less than 30 days' written notice to the City.
- d. PIFC shall furnish to the City a certificate from each insurer in duplicate evidencing policies for the above insurance, identifying this Agreement and containing a separate express statement of compliance with each of the above requirements following execution of this Agreement and before the Primary Ferry Service is commenced from the Landing Site. PIFC will deliver to the City renewal policies not less than thirty (30) days prior to the expiration of each required policy.

- e. PIFC furnish evidence to the City that it shall have obtained all necessary state and federal Workers' Compensation insurance in statutory amounts, as well as any other workers' insurance coverages required by law or in admiralty, including coverage under 48 USC §883, et seq., "the Jones Act".
- f. All of the insurance required by the provisions of this Section 10 shall remain in effect throughout the term of this Agreement.
- g. The amounts and types of insurance required to be maintained by PIFC shall be subject to periodic adjustments by the City in its reasonable discretion.

10. Fit up of Ferry Terminal: Maintenance.

- a. The City has prepared plans for the Ferry Property. PIFC shall have the right to inspect and approve the plans prior to the City's solicitation of bids for construction. PIFC will accept the Ferry Property in its "as is" "where is" condition so long as the Ferry Property is constructed substantially in accordance with the plans and in accordance with applicable building codes. The City will supply to PIFC a set of as-built plans prior to the Commencement Date. PIFC agrees that it will provide all life safety equipment at the Landing Site which is required by law or for the operation of Primary Ferry Service. Prior to the commencement date of the Primary Ferry Service, the City agrees to construct and PIFC shall maintain, at its sole expense, one or more passenger gangways at the bulkhead so as to enable the Primary Ferry Service to be operated with the level of frequency required under this Agreement. PIFC will be responsible for maintaining and cleaning the as-built facilities referred to in this Section 11 so that the facilities are in compliance with applicable safety and sanitation codes and standards.
- b. Prior to the commencement as the Primary Ferry Service, PIFC shall, at its sole cost and expense, and with the prior approval City, furnish and install, and thereafter operate and maintain, the items listed on Exhibit D to this Agreement and more particularly described in PIFC's proposal submitted in response to the RFP (the "Proposal") including, without limitation, furniture and fixtures, into the Ferry Terminal. Fixtures shall be paid for in full free

from any security interests or liens, and upon such installation, the fixtures shall become the property of the City.

- c. In addition to the items contained elsewhere in this Section 11, PIFC shall also be responsible for, and shall pay for, the following items with respect to the Ferry Property: (i) all maintenance and repairs (other than Capital Improvements), (ii) snow removal, (iii) security, (iv) all water, sewer, electricity, gas, telephone and data support services and other utility and similar charges (collectively, the "Cooperating Expenses"), (v) HVAC maintenance, (vi) maintenance of electrical, mechanical and plumbing systems, (vii) building re-lamping, (viii) security observations, (ix) security responses, (x) maintenance of building shrubs and plants, (xi) pier maintenance, (xii) janitorial services, including trash removal from Ferry Property and (xiii) maintenance and repairs of signs installed by PIFC. The City shall be responsible for, and shall pay for, the following items with respect to the Ferry Property: (i) all Capital Improvements, (ii) property and casualty insurance and (iii) maintenance and repairs of signs installed by the City. For purposes of this Agreement, a "Capital Improvement" is defined to mean any acquisition, construction or replacement of property that is capitalized for federal income tax purposes under generally accepted accounting principles and (a) that either (x) extends the depreciable life of some portion of the Ferry Property or (y) has a useful life of more than 10 years, and (b) which costs at least \$10,000 per improvement. The City will assign to PIFC any available warranties covering the items for which PIFC is responsible. PIFC's obligation to expend funds for the maintenance of the Ferry Property during the term of this Agreement and any renewals hereof shall be subject to the following annual caps: \$2,500 for the first five (5) years, \$5,000 for the second five (5) years, \$7,500 for the third five (5) years, and \$10,000 for the final five (5) years. These caps shall be exclusive of costs resulting from casualty losses caused by PIFC or its Vessels recoverable under available insurance policies.

- d. It is agreed and acknowledged that the Ferry Property provides for public access to the surrounding areas and activities, and that, therefore, parking at the Parking Facility will be on a "first-come, first-accommodated" basis subject to provisions of Section 45. No fee for parking shall be charged for without written agreement and consent of the parties, which shall be subject to negotiation at any time during this agreement. The City reserves the right to charge a parking fee for events and circumstances not related to PIFC's ferry services, however, any parking for such events and circumstances shall not encroach upon parking spaces necessary to accommodate ferry patrons.
 - e. Without in anyway limiting the obligations of PIFC contained in this Section 11, PIFC may hire a property manager to carry out the day-to-day operations of the Ferry Terminal, provided, however, that identity of the property manager and its employees, and the terms and conditions of any agreement with such property manager, including, without limitation, the compensation structure included therein, shall be subject to the prior written approval of the City, which consent shall not be unreasonably withheld.
 - f. The City will be responsible for maintenance of, and snow removal at, the Parking Facility. The City may provide such security for the Parking Facility, if any, as the City, in its sole discretion, deems appropriate. The City's responsibilities shall include maintenance of the pavement, striping, lighting systems (including re-lamping) landscaping, and storm drainage system, as well as maintenance and repair of any such modifications.
11. Various Covenants: Surrender of Ferry Property. PIFC covenants and agrees to the following provisions:
- a. PIFC, as its sole expense and in its own discretion, but using sound business judgment, shall operate and shall conduct the Primary Ferry Service in good faith with a view to providing excellent service and reasonably maximizing revenues, except when prevented from doing so by Force Majeure (as hereinafter defined). In connection therewith PIFC, at its sole expense, except as otherwise provided herein:

1. shall hire, supervise and pay all persons necessary to be employed for the efficient operation of the Primary Ferry Service;
11. shall keep all existing equipment at the Ferry Property in good condition and working order, and surrender the same at the expiration of this Agreement in good working order subject to normal wear and tear;
- m. shall cause to be prepared and filed with respect to PIFC' s employees working at the Ferry Property any and all returns and/or proofs required by any federal, state or municipal authority, including, without limitation, those returns and/or reports relating to income and/or social security taxes and unemployment insurance, together with any and all correct payments due in connection therewith;
- 1v. shall not change safety or security systems, signage or any other portion of the Ferry Property, without the prior written consent of the City;
- v. shall operate the Ferry Property and the Primary Ferry Service in a first-class, professional manner using equipment that is reasonably satisfactory to the City so as to allow for verification of daily transactions in connection with the Primary Ferry Service;
- v1. shall maintain the Ferry Property in good condition and shall at all times keep the Ferry Property in a clean, sightly and healthy condition and in compliance with all Legal Requirements and, in furtherance thereof, shall purchase any and all supplies and equipment necessary for the maintenance of the Ferry Property;
- vu. shall not use or permit any agent, employee or contractor, or knowingly permit any other person to use the Ferry Property for any purpose whatsoever in violation of any laws, ordinances, rules or regulations of any governmental authority having or claiming jurisdiction over the Ferry Property, shall not use or permit any agent, employee or contractor, or knowingly permit any other person, to use the Ferry Property for any illegal or immoral purpose, and shall not

- allow the use, sale, possession or dispensing within the Ferry Property of any controlled or illegal drugs or substances;
- viii. shall not permit any noise or odor to emanate from the Ferry Property that is objectionable to the public, except such noises and odors as are customary in the operation of a business such as the Primary Ferry Service, and shall not create, maintain or permit a nuisance thereon or therein;
 - ix. shall consider, and with all reasonable dispatch attend to, the reasonable complaint and/or comments of the City and users of the Ferry Property; shall account for each revenue category separately, so as to allow the City to determine the source of all revenue generated by the Primary Ferry Service;
 - x. shall cause to be collected and remitted to the appropriate governmental agencies any or all sales or use taxes, service taxes, or other similar taxes ("Taxes") imposed or assessed in connection with the operation of the Primary Ferry Service;
 - xi. shall post such signs in or about the Ferry Property as are designated by the City and reasonably necessary or desirable to fully notify users of the Ferry Property that the Ferry Property is operated solely by PIFC as a licensee of the City, that no agency relationship exists between the City and PIFC; and that the City is not responsible for the operation of the Ferry Property;
 - xii. shall maintain at all times its Vessels;
 - xiii. shall assure that all PIFC Destinations are suitable for ferry service; and
 - xiv. may provide excursions and other charters more particularly described in the Proposal or hereafter requested, subject to the prior written approval of the City, which approval shall not be unreasonably withheld.
- b. Unless this Agreement is renewed, PIFC will, no later than the Expiration Date (or such earlier date in the event of a termination of this Agreement prior

to the Expiration Date), quit and surrender to the City the Ferry Property and all Fixtures. Any personal property which shall remain in the Ferry Property after the expiration or termination of this Agreement shall be deemed to have been abandoned, and either may be retained by the City as its property or may be disposed of, at PIFC' s expense, in such manner as the City may see fit; provided, however, that notwithstanding the foregoing, PIFC will, upon written request by the City made not later than thirty (30) days before the Expiration Date hereof, promptly remove from the Ferry Property any such personal property at PIFC' s sole cost and expense. In the event of a termination of this Agreement, PIFC shall leave the Ferry Property "broom clean" and in good order, condition or repair, except for ordinary wear and tear. No act or thing done or omission by the City or its agents shall be deemed an acceptance of a surrender of the Ferry Property. The parties agree to execute an agreement evidencing the condition of the Ferry Property upon such surrender.

12. Dredging.

The City will be responsible for dredging of the Ferry Property and the waterways immediately adjacent to the Ferry Property, subject to the City's ability to obtain any necessary permits and further provided that the need for dredging shall be determined by the City from time to time in its discretion. In the event PIFC reasonably determines that dredging is required for the safe and proper provision of Ferry Service and the City shall either (x) be unable to obtain the necessary permits or (y) determine, in its discretion, not to provide dredging, PIFC shall have the right, upon not less than thirty (30) days written notice to the City (except for such shorter period as may be dictated by emergent conditions), to either (x) suspend the provision of the Primary Ferry Service pursuant to this Agreement until such time as the City shall have obtained the necessary permits and completed dredging or (y) terminate this Agreement and, upon such termination, the City and PIFC shall have no further rights and obligations hereunder except as expressly set forth herein.

13. Risk Management Procedures Manual. PIFC will provide the City with copies of the Risk Management Procedures Manual for the City's approval prior to the commencement of the Primary Ferry Service hereunder.

14. Sunken or Disabled Craft: Emergency Response Plan.

In the event a PIFC vessel is disabled or is in danger of sinking, or shall in fact sink while located at the Landing Site, the approaches thereto, or while coming into or going from the Landing Site, or while turning , whether such damage be partial or total, regardless of the cause thereof, PIFC will at its own expense remove the disabled vessel and leave the Landing Site and approaches thereto by land and by water free of any wreckage. If PIFC fails to remove any such obstruction promptly on demand, the City may remove it or cause it to be removed at the risk and expense of PIFC.

15. No Waste Material: Refueling: No Excessive Noise: Overnight Berthing.

No discharge of any kind, including, but not limited to, garbage, oil, sludge, refuse matter, sewage or waste material of any kind shall be thrown, deposited or permitted to fall into the water or upon the Ferry Property. The Ferry Property shall not be used as a storage place for any ramps, gear or equipment without the prior written consent of the City. Toilets on all vessels used in the Primary Ferry Service shall be U.S. Coast Guard standard. There shall be no repairs (other than emergency repairs) or refueling of vessels operated by PIFC while at the Landing Site, other than mobile refueling in a manner acceptable to the New Jersey Department of Environmental Protection ("NJDEP"), the Township of South Amboy Fire Department and other governmental authorities having jurisdiction, and approved by the City. No vessel operated hereunder shall produce excessive levels of noise while at or in proximity to the Landing Site. All fueling for vessels operated by PIFC and garbage disposal (including liquid and solid waste) will be accomplished in a safe and environmentally sound manner, and in accordance with all Legal Requirements. PIFC may berth those vessels used in providing the Primary Ferry Service overnight at the Ferry Property.

16. Cooperation.

PIFC shall cooperate with the City and with other persons utilizing the Landing Site and other portions of the Ferry Property with the City's permission.

17. Sufficient Personnel.

PIFC at all times during the operation of the Primary Ferry Service shall have sufficient personnel to immediately and efficiently secure each vessel to the Landing Site, to control crowds, and to provide for safe embarkation and debarkation. All personnel required for the operation of the Primary Ferry Service shall be at PIFC's sole cost and expense. Each party will designate a contact person concerning the daily operation of the Ferry Property. The identity of the contact person may be changed by a party upon written notice to the other party.

18. Indemnification.

PIFC shall forever indemnify and save harmless the City, its officers, employees and other representatives and agents, from and against any and all liabilities, claims, demands, causes of action, suits, judgments, penalties, damages and expenses (including attorneys' fees) arising from (1) PIFC's use and occupancy of the Ferry Property, or any work, activity, or thing done, allowed or suffered by PIFC in, on or about the Ferry Property, or (2) any breach or default by PIFC of any of PIFC's obligations under this Agreement, and/or (3) any act or omission of PIFC. This indemnity provision shall survive termination or expiration of this Agreement. If any proceeding is filed for which indemnity is required hereunder, PIFC agrees, upon request therefor, to defend the City in such proceeding at its sole cost utilizing counsel satisfactory to the City.

19. Accidents.

In the event of any accident, spillage, breakage, damage or other condition caused by PIFC or involving a vessel operated by PIFC which presents a hazard to

persons or property, PIFC will immediately take any and all measures and precautions necessary to safeguard the public and will comply with all laws and regulations of governmental authorities requiring the giving of notice of such incidents or which are otherwise applicable to such circumstances. PIFC shall give immediate oral notice to the City and PIFC shall notify the City in writing within 24 hours of any accident which occurs at or in proximity to the Ferry Property.

20. Damage to Ferry Property or Approaches to Ferry Property.

PIFC shall be responsible for any damages, it causes to the Ferry Property or approaches thereto, exclusive of ordinary normal wear and tear, and shall notify the City within 24 hours of the occurrence of such damage. PIFC promptly will repair any such damage at the cost and expense of PIFC.

21. No Discrimination:

During the term of this Agreement, PIFC agrees as follows:

- a. PIFC will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. PIFC will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employments up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PIFC 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;
- b. PIFC will, in all solicitations or advertisements for employees placed by or on behalf of PIFC, state that all qualified applicants will receive consideration for

employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

- c. PIFC will send to each labor union or representative of workers with which it has a collective bargaining or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of PIFC's commitments under P.L. 1975, c. 127 and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- d. PIFC agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time;
- e. PIFC agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
- f. PIFC 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;
- g. PIFC agrees to review all procedures relating to transfer, upgrading, downgrading and lay off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and shall assist the City in fostering and promoting its economy and increasing opportunities for gainful employment therein, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions; and
- h. PIFC shall furnish such reports or other documents to the Office of the City Attorney and City Clerk as may be requested by such office from time to time

in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).] and any applicable federal regulations.

22. Workforce Participation Plan.

PIFC agrees to attempt in good faith to employ minority and female workers consistent with the applicable City employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 2975, c. 127, as amended and supplemented from time to time or in accordance with the binding determination of the applicable City employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 27:375.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

23. Personnel.

PIFC shall cause all personnel employed by PIFC with respect to the provision of the Primary Ferry Service to at all times be courteous and of a neat and clean appearance. Subject to any collective bargaining agreements and relevant laws, codes, ordinances and regulations, PIFC shall remove or transfer from the Primary Ferry Service any employee whose conduct or behavior is reasonably determined by the City to be objectionable.

24. No Oral Modification.

This Agreement may not be altered or amended in any manner whatsoever except by a written document signed by the City and PIFC. Any and all obligations and/or liabilities of PIFC under this Agreement shall survive the expiration of the term of this Agreement or other cancellation or termination hereof.

25. Default and Termination.

- a. An Event of Default hereunder means the occurrence of any one or more of the following events:
1. PIFC fails, for any reason, to provide (i) the Primary Ferry Service no later than the Primary Ferry Service Commencement Date, or (ii) the Primary Ferry Service no later than another Primary Ferry Service Commencement Date, or (iii) the Primary Ferry Service for more than five (5) consecutive days, each subject to Force Majeure as defined herein;
 11. PIFC fails or refuses, for any reason, to pay all or any part of the Base Rent or Additional Rent within ten (10) days after written notice from the City that such payment is past due;
 - m. PIFC fails or refuses, for any reason, to timely observe or perform any other covenant, condition or agreement on its part to be observed or performed hereunder, for a period of thirty (30) days after receipt of written notice from the City specifying such failure; provided, however, that if such observance or performance requires work to be done, actions to be taken or conditions to be remedied which by their nature cannot reasonably be accomplished within such thirty (30) day period, if PIFC shall commence such observance or performance within such period and shall be proceeding diligently and continuously with respect thereto then the fact that the same shall not have been corrected during such period shall not constitute an Event of Default; provided, however, that such covenant, condition or agreement shall be observed or performed not later than ninety (90) days after first required to be observed or performed subject to Force Majeure;
 - iv. PIFC becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee, receiver, custodian, conservator, liquidator or

other judicial officer (similar or dissimilar) for PIFC or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee receiver, custodian, conservator, liquidator or other judicial officer (similar or dissimilar) is appointed for PIFC or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium or any proceeding under Federal or state bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or, if permitted by laws against PIFC and, if instituted against PIFC, is consented to or acquiesced in by PIFC or is not dismissed within sixty (60) days; or

- v. Any material statement or representation or any warranty made by PIFC in this Agreement, or in any writing delivered by PIFC pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect.
- b. On the occurrence and continuation of an Event of Default, the City may, without further demand or notice, take one or more of the following actions:
- 1. Terminate this Agreement, reenter and take possession of the Ferry Property and exclude PIFC therefrom;
 - ii. Take whatever action at law or in equity may appear necessary or desirable to collect the Rent then due with respect to the Ferry Property, or enforce performance and observance of any obligation, agreement or covenant of PIFC under this Agreement and/or
 - m. Exercise any and all remedies that the City may be entitled to at law or in equity.
- c. Upon the expiration or termination of this Agreement, PIFC shall deliver possession of the Ferry Property to the City in the condition, repair and working order required in Section 12 (b) hereof.
- d. To entitle any party to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice other than as may be specifically

required in this Agreement. No remedy herein conferred upon or reserved to the City shall be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

- e. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder and shall not be construed to be an implied term hereof or a course of dealing between the parties.

26. Re-entry by the City.

If PIFC shall default in the payment of any Rent, and this Agreement shall terminate as provided in Section 26 hereof, the City or the City's agents and employees may immediately or at any time thereafter re-enter the Ferry Property, or any part thereof, either by summary dispossession proceedings, or by any suitable action or proceeding at law, or otherwise, without being liable for indictment, prosecution or damages therefor, and may repossess the same, and may remove any person therefrom, to the end that the City may have, hold and enjoy the Ferry Property. The word "re-enter", as used herein, is not restricted to its technical legal meaning. If this Agreement is terminated under the provisions of Section 26 hereof, or if the City shall re-enter the Ferry Property under the provisions of this Section 27, or in the event of the termination of this Agreement, or of re-entry, by or under any summary dispossession or other proceedings or action or any provision of law by reason of default hereunder on the part of PIFC, PIFC shall thereupon pay to the City the Rent (or use and occupancy charges at the same rate as the Rent) payable up to the later of the time of such termination of this Agreement, or of such recovery of possession of the Ferry Property by the City, as the case may be.

27. No Waiver.

The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. No executory agreement hereafter made between the City and PIFC shall be effective to change, modify, waive, discharge, terminate or effect an abandonment of this Agreement, in whole or in part, unless such executory agreement is in writing, refers expressly to this Agreement and is signed by the party against whom enforcement of the change, modification, waiver, release, discharge or termination or effectuation of the abandonment is sought.

28. Performance by City.

If PIFC shall default in the performance of any of PIFC's obligations under this Agreement, the City, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of PIFC, without notice in a case of emergency, and in any other case only if such default continues after the expiration of thirty (30) days from the date the City gives PIFC notice of the default subject to Force Majeure. Bills for any expenses incurred by the City in connection with any such performance by it for the account of PIFC, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including reasonable attorneys' fees and expenses, involved in collecting or endeavoring to collect the Rent or any part thereof or enforcing or endeavoring to enforce any rights against PIFC or PIFC's obligations hereunder, under or in connection with this Agreement or pursuant to law, including any such

cost, expense and disbursement involved in instituting and prosecuting summary proceedings or in recovering possession of the Ferry Property.

29. Marketiniz.

PIFC, as operator of the Primary Ferry Service, will be responsible for advertising and marketing of the service at its own expense. Promptly following the execution and delivery of this Agreement, PIFC shall prepare and submit to the City for its approval, which approval shall not be unreasonably withheld or delayed, a proposed marketing plan for the Primary Ferry Service to be provided hereunder. Such marketing plan shall include the marketing and advertising resources and strategies contained in the Proposal, and shall include a budget not less than that contained in the Proposal. Thereafter, PIFC shall in its discretion provide supplemental or additional marketing plans for such service. PIFC shall implement at its expense, all such marketing plans as shall be approved by the City.

30. Audit Rights.

- a. PIFC shall keep and preserve at an office located in Weehawken, New Jersey accurate books and records in accordance with generally accepted accounting principles, consistently applied, reporting all revenues and Taxes collected in connection with the operation of the Primary Ferry Service for not less than ten (10) years. PIFC's books and records must include pertinent original business records related to the operation of the Primary Ferry Service. PIFC's books and records shall be open to the inspection of the City, City's employees, accountants, attorneys and/or designated representatives at all reasonable times, during business hours, at any time during the term of this Agreement upon notice to PIFC and for a period of ten (10) years after the expiration or earlier termination of the term of this Agreement.
- b. The City shall have the right, in its sole discretion, to conduct an audit, from time to time, of all books and records of PIFC, which pertains to or reflect to any extent the source, nature and/or amount of revenues. Audits will be conducted by an independent, reputable, consulting firm or the City Treasurer,

chosen by the City in its sole discretion. The determinations made pursuant to any audit will be conclusive and binding upon both the City and PIFC if neither the City nor PIFC shall fail to object thereto in writing within 15 days after receipt of the audit report, absent bad faith or fraud. If, based upon the audit report, a deficiency in the amount of Rent (a "Deficiency") paid by PIFC shall be discovered to have occurred, PIFC shall immediately pay to the City the amount of the Deficiency, together with interest thereon at the annual rate of twelve percent (12%) from the date same should have been paid until actually paid. If, based upon the audit report, a Deficiency of greater than five percent (5%) shall be discovered to have occurred, PIFC shall pay to the City, upon demand, all of the consultant's fees and expenses incurred in connection with the audit, together with all attorneys' fees and expenses incurred by the City in enforcing this provision.

31. Joint Venture.

Neither the City nor PIFC shall have any right hereunder to act as agent for the other nor shall any provision of this Agreement be construed as establishing a partnership, joint venture or other similar relationship between the parties.

32. Superseding Effect.

This Agreement is the entire agreement between the parties on the subject matter hereof and shall supersede and replace all other understandings and agreements between the parties hereto.

33. Assignment.

The City shall have the unrestricted right to assign this Agreement to any successor owner or ground lessee of all or portions of the Ferry Property.

34. Adjustments of Rents and Fees.

The Base Rent shall remain fixed, subject to the following:

- a. For years 1 through 5, the Base Rent shall be \$.30 per passenger with a minimum annual guarantee of \$50,000 per year
- b. For years 6 through 10, the Base Rent shall be \$.33 per passenger with a minimum annual guarantee of \$50,000 per year
- c. For years 11 through 15, the Base Rent shall be \$.37 per passenger with a minimum annual guarantee of \$50,000 per year
- d. For years 16 through 20, the Base Rent shall be \$.40 per passenger with a minimum annual guarantee of \$50,000 per year

35. Concessions.

In addition to the Primary Ferry Service, PIFC shall be permitted to operate certain concessions, or be permitted to allow third parties to operate concessions, within or adjacent to the Ferry Property with the prior written approval of the City (which approval shall not be unreasonably withheld). It is understood and agreed that any concession which may in the City's sole judgment result in the Ferry Property not qualifying for tax-exempt financing under Section 142(c) of the Internal Revenue Code will be prohibited. PIFC agrees that included within the concessions permitted to be operated pursuant to this Section 36 shall be food service facilities not in excess of the amount of such services required for the use by passengers of the Primary Ferry Service. The parties understand that the design of the ferry terminal currently contemplated will provide for a full restaurant that the City intends will be operated as a separate entity and such restaurant is not subject to the terms of this paragraph.

36. Transfers and Ground Transportation.

PIFC shall provide in accordance with its regular schedule services: (a) free transfers to other trans Hudson services provided by PIFC at Brookfield Place Terminal and Pier 79, and (b) to the extent available, free bus service from Pier 79.

37. Commencement Date.

The parties hereto acknowledge and agree that the commencement of the Primary Ferry Service no later than the Commencement Date is a material inducement to entering into this contract. If the Ferry Terminal and the Parking Facility are not completed on or before the Commencement Date (except for any delays due to, or arising out of, acts or omissions of PIFC), or PIFC fails to provide the Primary Ferry Service on the Commencement Date (in either event, for reasons other than Force Majeure), then the breaching party shall pay the non-breaching party liquidated damages in the amount of \$1,000.00 per day until full compliance by the breaching party. For purposes of this Agreement, "Force Majeure" is defined to mean events that are outside the control of either party hereto, and unforeseen as of the date hereof, such as acts of god, acts of terrorism, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, floods, and explosions, civil disturbances, acts of the public enemy, war, occurrences of an environmental nature or labor disputes or strikes which delay the completion of the Ferry Terminal and/or the Parking Facility or commencement of the operation of the Primary Ferry Service or the performance of the parties thereafter.

38. Temporary Ferry Service: Notwithstanding the provisions of Section 1a. of this Agreement, the City shall have the right to notify PIFC of the commencement of the Primary Ferry Service prior to the completion of the Improvements and the determination of the Commencement Date (the "Temporary Ferry Service"), subject to the satisfaction of each of the following conditions:
- (i) The City shall have provided to PIFC no less than ninety (90) days prior written notice of the commencement date of the Temporary Ferry Service which commencement date shall be no later than November 1, 2022; and
 - (ii) Prior to the proposed commencement date of the Temporary Ferry Service, the City shall have completed the installation of a ferry landing for the provision of the Temporary Ferry Service consisting of the installation of a barge and gangway attached either to the Pier or the Bulkhead and the City shall have constructed a temporary facility providing parking for approximately 250 automobiles. The plans for the ferry landing and parking facility shall have been

submitted to and approved by PIFC and the ferry landing and parking facility installed and/or constructed in accordance with the plans.

PIFC shall provide the Temporary Ferry Service pursuant to the terms and provisions of this Agreement; provided, however, notwithstanding the provisions of Section 6a. and 35, the Base Rent payable to the City for the provision of the Temporary Ferry Service shall not be subject to an annual minimum guarantee of \$50,000 per year.

39. Third Party Beneficiary.

Nothing contained in this Agreement shall be construed to confer upon any non-signing party the rights of a third party beneficiary to the rights contained herein, except as expressly permitted herein.

40. Waiver of Jury Trial.

Both the City and PIFC hereby mutually waive any and all right which either may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

41. Subordination.

This Agreement is subject and subordinate to any and all mortgages, liens ground leases or underlying leases which now or may hereafter affect the real property of which the Ferry Property is a part of an to all renewals, modifications, consolidations, extensions and replacements of any such instruments. This clause shall be self-operative and no further instrument of subordination shall be required by any ground or underlying landlord or by any mortgagee, affecting any lease or the real property of which the Ferry Property is a part. In confirmation of such subordination, PIFC shall from time to time, promptly execute any attornment certificate that the City or the holder of such mortgage, lien, ground lease or underlying lease may request. Notwithstanding the foregoing, in the event the City shall enter into a mortgage, lien, ground lease or underlying lease which may affect the real property of which the Ferry Property is a parts of the ground or underlying landlord or any mortgagee shall furnish to PIFC an

agreement in recordable form to the effect that as long as PIFC is not in default of its obligations under this Agreement, (a) the rights of PIFC as provided in this Agreement shall not be disturbed by such ground or underlying landlord or mortgagee or by anyone claiming through such party, (b) PIFC shall not be named or joined as a party defendant in any proceedings arising from any mortgages, liens, ground leases or underlying leases, and (c) any such proceedings shall not in any way affect or impair PIFC's rights under this Agreement. In addition to the foregoing, the City shall obtain a non-disturbance agreement, in a form satisfactory to PIFC incorporating the foregoing, from any ground or underlying landlord or mortgagee. In case of the foreclosure of a mortgage or the termination of any ground or underlying lease, PIFC covenants and agrees to attorn to any successor in interest and recognize such successor in interest under this Agreement.

42. Conflicts.

In the event of a conflict between this Agreement and the RFP, the terms of this Agreement shall govern.

43. PIFC Signs.

No signs will be placed on the Ferry Property by PIFC without the written consent of the City. The City's review of proposed signs shall include the number, size, shape, height, structure, material, content or text, illumination, and hours of illumination of all signs. In addition, signs shall comply with all legal requirements.

44. Operation of Ferry Property. The Primary Operator's duties with regard to the operation of the Ferry Property unless otherwise agreed with the Secondary and/or Special Operator(s) and the City, shall include:

- a. sufficient staffing for the Ferry Property at all times to
 1. conduct ticket sales and provide for the dissemination of scheduling and other information for all operators;

- 11. provide docking and approach assistance for all authorized vessels while landing or departing the landing site;
 - 111. perform the actual loading and unloading of all cargo;
 - iv. perform any other required incidental services; and security
- b. the storage of all cargo which is not immediately removed from the Ferry Property. The Primary Operator may, however, assess a reasonable daily storage charge, payable by an operator who does not remove cargo from the Ferry Property within 24 hours of its arrival. The City shall be entitled to receive 10% of any such storage charges on a monthly basis. The Primary Operator may also refuse to accept for storage any cargo which would be inappropriate for storage or for which there is insufficient space at the Ferry Property.

45. Regulation of Parking Facility.

The City will be responsible for regulation of parking at the Parking Facility. It is the City's initial intention to allow free public parking, without restrictions. (Indeed, pursuant to permits governing the project, there must always be some reasonable " public access" to the property.) Nevertheless, the City recognizes that the viability of the ferry service depends on the existence of adequate parking for the ferry passengers. The City therefore agrees to take such reasonable steps from time to time as may be necessary to regulate the use of the Parking Facility in such a way that spaces are available for passenger parking in accordance with the RFP and PIFC's responsethereto. Such steps, for example, may include prohibiting or regulating overnight parking, hourly parking restrictions, the reservation of spaces for ferry parking only, and so on.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION #21-242

RESCIND 2021-2022 LIQUOR LICENSE RENEWAL - DOUBLE NICKEL LLC

WHEREAS, Resolution No.21-135, adopted on June 16, 2021 authorized renewal of Plenary Consumption License No. 1220-33-037-006 for the period July 1, 2021 to June 30, 2022; and

WHEREAS, the Double Nickel was not open and operating at this time and therefore a 12: 39 petition for special ruling should have been applied for;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Amboy, County of Middlesex, State of New Jersey, that the Renewal granted to Plenary Consumption License No. 1220-33-037-006 in Resolution No. 21-135 is hereby rescinded.

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION #21-243

2021-2022 LIQUOR LICENSE RENEWAL - DOUBLE NICKEL LLC

WHEREAS, an application has been filed to renew Plenary Retail Consumption License No. 1220-33-037-006, heretofore issued to Double Nickel, LLC, with a mailing address of 415 Main Street, South Amboy for the 2021-2022 license term; and

WHEREAS, the licensee filed a petition requesting authorization for the local issuing authority to consider renewal applications for said Plenary Retail Distribution License for the 2021-2022 license terms pursuant to the provisions of N.J.S.A. 33:1-12.39; and

WHEREAS, the licensee has obtained authority from the State of New Jersey, Department of Law and Public Safety, Division of Alcoholic Beverage Control, to make application for renewal of its license for the 2021-2022 license term; and

WHEREAS, the licensee has filed applications for the renewal of its license for the 2021-2022 license terms from 7/1/20 to 6/30/21; and

WHEREAS, the submitted applications are complete in all respects;

NOW, THEREFORE, BE, AND IT IS, HEREBY RESOLVED that the Council of the City of South Amboy, Middlesex County, New Jersey does, hereby, approve the renewal of the aforesaid Plenary Retail Consumption License for the 2021-2022 term.

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 21-244

**RESOLUTION AMENDING EMPLOYEE HANDBOOK AND PERSONNEL
POLICIES AND PROCEDURES**

WHEREAS, it is the policy of the City of South Amboy to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations; and


WHEREAS, the personnel policies and procedures of the City of South Amboy shall apply to all employees, volunteers, elected or appointed officials and independent contractors; and

WHEREAS, the City of South Amboy Employee Handbook sets forth the City's personnel policies and procedures;


WHEREAS, the provisions of the Personnel Policies and Procedures may be amended and supplemented from time to time at the sole discretion of the Mayor.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED by the Council of the City of South Amboy, Middlesex County, State of New Jersey, as follows:


1. The City of South Amboy Employee Handbook and Personnel Policies and Procedures are hereby amended (see attachment);
2. In the event there is a conflict between these policies and procedures and any collective bargaining agreement, personnel services contract, Federal or State law including the Attorney General's Guidelines with respect to police department personnel matters and the New Jersey Civil Service Act, the terms and conditions of that contract or law shall prevail. In all other cases, the policies and procedures shall prevail;

City of South Amboy Administrative Policy			
VOLUME: 1	CHAPTER:2		#OF PAGES: 1 of 1
SUBJECT: Attendance			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018	Reviewed/Revised: November 6, 2019		


POLICY: All employees are expected to be at work and ready to assume their duties at the beginning of the scheduled workday. Lateness and absence will be tolerated only in emergencies or when the supervisor gives prior approval. All absences must be reported to the supervisor and Mayor's Office prior to the start of the normal workday. The normal working hours for administrative departments are 8:30 AM to 4:30 PM. The normal working hours for administrative departments are 8:00 AM to 4:00 PM. The working hours for other departments are established by departmental procedures and bargaining unit agreements.

City of South Amboy Administrative Policy			
VOLUME: 1	CHAPTER: 4	# OF PAGES: 1 of 1	
SUBJECT: Breaks			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018		Reviewed/Revised: November 6, 2019	


POLICY: **City Employees** Administrative personnel are entitled to a one-hour lunch that is to be arranged by the supervisor so that offices continue to function. Other employees are entitled to a one-hour lunch break, which will be scheduled by the supervisor. Administrative personnel must arrange breaks so that offices continue to function. Breaks for other employees will be scheduled by the supervisor. **Part-time Employees may be entitled to a paid break.**

City of South Amboy Administrative Policy			
VOLUME: 1	CHAPTER: 5	#OF PAGES: 1 of 1	
SUBJECT: Dress Code			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018		Reviewed/Revised: November 6, 2019	


POLICY: Dress, grooming, and personal hygiene must be appropriate for the position. Uniforms are required for certain jobs and are to be worn in accordance with applicable departmental standards. All other employees are required to dress in a manner that is normally acceptable in similar business establishments and consistent with applicable safety standards. Employees shall not wear suggestive attire, athletic clothing, shorts, **skorts**, T-shirts, **rompers**, novelty **t-shirts**, **political clothing**, baseball hats, **clothing with logos and/or potentially offensive words/phrases/graphics**, **ripped clothing**, leggings as pants, sneakers, sweatpants, yoga pants, see-through clothing, cold shoulder tops, tank tops, hoodies/sweatshirts, any clothing that shows undergarments and similar items of casual attire that do not present a business-like appearance. With the advance approval of the City Administrator, the City of South Amboy will make reasonable religious accommodations that do not violate safety standards. Employees violating this policy shall be required to take corrective action or will be sent home without pay.

City of South Amboy Administrative Policy			
VOLUME: 1	CHAPTER: 16	# OF PAGES: 1 of 1	
SUBJECT: Smoking			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018		Reviewed/Revised: November 6, 2019	


POLICY: The New Jersey Legislature has declared that in all governmental buildings the rights of non-smokers to breathe clean air supersedes the rights of smokers. In accordance with State law, the City of South Amboy has adopted a smoke-free/~~vape-free~~ policy for all buildings. City of South Amboy facilities shall be smoke-free/~~vape-free~~, and no employee or visitor will be permitted to smoke/~~vape~~ anywhere in City of South Amboy buildings. Employees are permitted to smoke/~~vape~~ only outside City of South Amboy buildings. Smoking/~~vaping~~ inside vehicles owned by the City of South Amboy and near equipment that may be sensitive to smoke is also prohibited. This policy shall be strictly enforced, and any employee found in violation will be subject to disciplinary action.

City of South Amboy Administrative Policy			
VOLUME : 2	CHAPTER: 1	# OF PAGES: 1 of 1	
SUBJECT: BereavementLeave			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018		Reviewed/Revised: November 6, 2019	

POLICY: Employees are entitled to 3 consecutive calendar days leave of absence for each death of an employee's immediate relative "Immediaterelative" includes a spouse or significant other, civil union partner, child, parent, stepchild , sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, or nephew as well as any person related by blood or marriage residing in an employee's household. One paid bereavement day is allowed for the death of an Aunt or Uncle. **Employee will provide documentation upon request.**

City of South Amboy Administrative Policy			
VOLUME: 2	CHAPTER: 7	#OF PAGES: 1 of 1	
SUBJECT: Personal Days			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018		Reviewed/Revised: November 6, 2019	

POLICY: Full-time Employees are entitled to 3 personal days per year and any unused days are forfeited at the end of each calendar year. Part-time Employees may accrue time on a prorated scale.


City of South Amboy Administrative Policy			
VOLUME: 2	CHAPTER: 10	# OF PAGES: 1 of 4	
SUBJECT: Family and Medical Leave Act (FMLA)			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018		Reviewed/Revised: November 6, 2019	

POLICY: Employees may be eligible for an unpaid family and medical leave under the federal Family and Medical Leave Act ("FMLA"). Employees also may be eligible for family and/or medical leave pursuant to the New Jersey Family Leave Act ("FLA"). In order to be eligible for such leave, employees must have: one (1) year of service with the City; and, at least 1,000 hours of work (for New Jersey leave) and 1,250 hours of work (for Federal leave) during the previous twelve (12) months and is employed at a worksite where fifty (50) or more employees are employed by the employer within seventy-five (75) miles of the worksite (for Federal leave). Eligible employees may receive up to twelve (12) weeks of leave per year (FMLA) or twelve (12) weeks every twenty-four (24) months (FLA).

During the leave period, the employee's health benefits will be continued on the same conditions as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for the period of the leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

Request for FMLA must be submitted to the Business Administrator for review. Employees will be notified if and when the request is approved.

Upon written notice, eligible employees are entitled to a family or medical leave for up to twelve weeks to care for a newly born or adopted child or a seriously ill immediate family member, including civil union partner, or for the employee's


City of South Amboy Administrative Policy			
VOLUME: 2	CHAPTER: 13	# OF PAGES: 1 of 1	
SUBJECT: Paid Holidays Non-Union Employees			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018		Reviewed/Revised: November 6, 2019	

POLICY: Employees are entitled to the following paid holidays:

1. New Year's Day
2. Martin Luther King' s Birthday
3. Lincoln's Birthday
4. President's Day
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veterans Day
12. Thanksgiving Day
13. Day after Thanksgiving (except Sanitation personnel who receive one extra day)
14. Christmas Day

Unless otherwise informed, a holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.


Unplanned absences the day prior to or after the holiday will result in forfeiture of the paid holiday.

City of South Amboy Administrative Policy			
VOLUME : 2	CHAPTER: 14	# OF PAGES: 1 of 1	
SUBJECT: Payment for Accumulated Absence			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018		Reviewed/Revised: November 6, 2019	

POLICY: To the extent that a **New Jersey State Statute**, local ordinance, collective bargaining agreement, or an employment agreement provides the process for the payment of compensation for accumulated absences in accordance with N.J.A.C. 5:30-15. The City of South Amboy shall only make such payment if the Chief Financial Officer or Business Administrator certifies that such amount is due and that proper documentation establishing that the amount of the accumulated absence **has** been provided and funds are available to pay. All Proper Documentation includes:


- A copy of the agreement, ordinance, and/or resolution;
- Documentation of the amount of accumulated absence time; and
- The total value of the compensation due.

Nothing in this section grants employees' compensation for absences from work.


City of South Amboy Administrative Policy			
VOLUME: 2	CHAPTER: 16	# OF PAGES: 1 of 1	
SUBJECT: Timesheets			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018		Reviewed/Revised: November 6, 2019	

POLICY: All Non mffill1j)t employees are required to accurately record their work time on the designated time record, sign it, and return into his/her supervisor. Non-exempt employees and exempt employees are required to report their sick time, vacation time, and holiday time on the designated time record. Non-exempt and exem pt employees shall tum the time record into his/her supervisor. The City reserves the right to implement the use of time clocks/software to collect payroll records.

The supervisor shall review the record for accuracy and approve it and submit it to the designated payroll representative.


City of South Amboy Administrative Policy			
VOLUME: 3	CHAPTER: 1	#OF PAGES: 1 of 1	
SUBJECT: Deferred Compensation			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018		Reviewed/Revised: November 6, 2019	

POLICY: Plans are available through Nationwide and Value Empower paid via payroll deduction and governed by both State and Federal regulations.


City of South Amboy Administrative Policy			
VOLUME:3	CHAPTER: 3	# OF PAGES: 1 of 1	
SUBJECT: Educational Assistance			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018		Reviewed/Revised: November 6, 2019	

POLICY: Subject to sufficient funds in the budget and upon approval of the **Department Head, Business Administrator and CFO**, employees may apply for reimbursement of tuition expenses incurred for training or college courses directly related to the employee's work. The City Administrator will be the sole judge of whether a particular course or program is "directly related" to the employee's work. Employees are strongly urged to obtain this determination before enrolling in a course or program.

Employees may receive reimbursement for up to 100 percent of the tuition cost for training or college courses that they take on their own initiative. The reimbursement must be repaid if the employee leaves the City of South Amboy employment within twenty-four months of receipt. When enrollment for short training courses or seminars is requested by the City of South Amboy, employees will receive full reimbursement.

City of South Amboy Administrative Policy			
VOLUME: 3	CHAPTER: 9	# OF PAGES: 1 of 1	
SUBJECT: Retirement			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018		Reviewed/Revised: November 6, 2019	

POLICY: Under State law, all eligible employees must enroll in the New Jersey Defined Contribution Retirement Program, New Jersey Public Retirement System, or the Police and Fire Fighters Retirement System as applicable. The employee's contribution to the Plan will be deducted from the employee's pay. An employee who has completed the required number of years and who has reached the required age under the Plan may retire by notifying the **Business Administrator and Department Head** in writing **at least two (2) weeks prior to retirement**. The State retirement plans request six months advance notice to process the application. After giving notice of retirement, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. The Department Head will prepare an Employee Action form showing any pay or other money owed the employee. The Personnel Officer will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues, and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open discussion with the employee. On the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all keys, and equipment. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.


City of South Amboy Administrative Policy			
VOLUME: 3	CHAPTER: 10	# OF PAGES: 1 of 1	
SUBJECT: Vacation			
Authorized by: Glenn R. Skarzynski/City Administrator		ACCREDITATION STANDARDS:	
Effective Date: December 1, 2018		Reviewed/Revised: November 6, 2019	

POLICY: **Vacation for full time employees** is an accrued benefit based on the following schedule

One day for each full month of service during the first calendar year;

1. Twelve days for the first through the fifth year;
2. Fifteen days for the sixth through tenth years; and
3. Twenty days for the eleventh through fifteenth years.
4. Twenty-five days for sixteenth through twentieth years
5. Thirty days for 21 years and over of service.

Part-Time employees will accrue benefits on a prorated basis.

City of South Amboy Administrative Policy			
VOLUME: 5	CHAPTER: 1	#OF PAGES: 1 of 2	
SUBJECT: Senior/Recreation Center General Operations			

Authorized by: Glenn R. Skarzynski/City Administrator	ACCREDITATION STANDARDS:
Effective Date: December 1, 2018	Reviewed /Revised: November 6, 2019

PURPOSE: To establish general operational guidelines for personnel assigned to the Charles Hoffman Senior/Recreation Center

POLICY: Senior Citizens and Youth are an important segment of the City population that require nurturing and support within the capabilities of the local government. The employees of the City are tasked with providing this support in a manner consistent with good customer service. Those personnel who by virtue of their job assignment have regular contact with this population are required to provide a nurturing and safe environment through positive personal interaction, civility, and the practical aspects of the day-to-day operations of Senior/Youth services. It is essential that the services offered are reliable and accessible .

It is important to remember that both Seniors and Youth are vulnerable residents and often require support not needed by the rest of the population. Services necessary include but are not limited to nutritional support, transportation, mobility assistance, convenient scheduling, information, referrals, recreation, exercise, and leisure activities. In short, creating an environment that fosters socialization.

In order to effectively interact with and provide these services to Seniors and Youth, it is essential that employees take the time. to be kind, outgoing, and cheerful, adjust speech volumes and delivery to accommodate each client's needs, and to keep in mind that employees should always strive to represent the City in the best possible manner. By extension, this manner of communication should be used by all City employees in dealing with the public, co-workers, and vendors.

The Senior/Recreation Center is staffed from 8-4 Monday through Friday. While the Center has scheduled activities, it is required that during these hours the Center is available for clients to avail themselves of the common area to socialize with their peers. While a public facility which can host other activities, the Center is primarily for Senior Residents. As a consequence, it is not an environment suitable for visitors who are not authorized. Staff will ensure that those persons on site are either Senior Citizens, participants in a scheduled activity, Residents registering for programs, City Employees performing work, or other authorized persons. All other members of the public should not be accessing the facility.

Many of our Senior clientele experience transportation issues. The transportation program is a vital lifeline for many. As a consequence, it is critical that the City and its employees take steps to make sure that each and every Senior Citizen who requires transportation that can be accommodated by the program has easy and convenient access. In addition to the regularly scheduled trips [grocery shopping, leisure trips] the City shall continue the practice of pre-scheduling Physician appointments within a ten-mile radius of the City seventy (72) hours in advance.

Any time a client is utilizing City Transportation it shall be the responsibility of the Driver to ensure the safety and well-being of the client in their care. Drivers are required to monitor the environment of the bus and its surroundings to identify potential hazards to the client and take those steps reasonable and necessary to avoid injuries. Drivers should be on hand to assist clients on and off the bus and to operate the handicap lift when requested or required by a client. Drivers are required to observe and comply with all NJ Laws regarding safe vehicle operation as defined in NJSA Title 39 [NJ Motor Vehicle Law].

Scheduling is an important issue with all programs open to any part of the public. Schedules where possible should be shared one month in advance so clients can have the time to arrange their participation in advance. Where possible, short deadlines should be avoided to attract better participation. Additionally, in addition to flyers at the Center and Web Site/Social Media posts, it is mandatory that communications regarding programs be shared with each Senior Citizen complex in the City. Residents of Shoregate, McCarthy Towers, Robert Noble Manor, and Hillcrest are all eligible for City of South Amboy Programs geared toward Seniors. It is critical that the support staff at each of these residences be afforded ample opportunity to receive schedules monthly and regular updates to enable them to ensure their residents are being reached.

Employees are expected to schedule and utilize their annual vacation leave. It is only where an employee is unable to take vacation leave due to business demands that they are permitted to carry vacation time over into the next year. A failure to schedule or use vacation time, unrelated to work demands, will not warrant the carryover of vacation time into the next calendar year.

Employees who do not use all their vacation allowance due to business demands may add their unused days to their allowance for the following year. Vacation allowance added to a subsequent year must be used during that year only. However, no more than 10 days can be carried over at any time without the express permission of the Administrator. Vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only in accordance with NJSA 11A:6-3.

MINUTES FOR COUNCIL MEETING NOVEMBER 22, 2021

The Meeting held at South Amboy City Hall, 140 North Broadway, South Amboy, New Jersey, was called to order by Council President Gross at 6:00 P.M. The City Clerk read the Opening Prayer and all recited the Pledge of Allegiance.

PRESENT: Councilwoman Dato, Councilman McLaughlin, Councilwoman Noble, Councilman Reilly and Councilman Gross

ALSO PRESENT: Mayor Fred Henry, Glenn Skarzynski, Business Administrator, Deborah Brooks, City Clerk, and Francis Womack, City Attorney.

Clerk Brooks read the Notice of Publication Certification.

APPOINTMENTS:

Patricia Reagan filling the unexpired term of Sy Attardi, expiring 12/31/2025 on the Housing Authority.

Motion: Mr. McLaughlin Second: Ms. Noble Roll Call: All in favor

CONSENT AGENDA:

The following items are considered to be routine by the City Council and will be acted upon in one motion. There will be no separate discussion of these items unless a Council member so requests. In this event, the item will be removed from the Consent Agenda and considered in the normal sequence of the Agenda.

MOVED by: Ms. Dato of the Council of the City of South Amboy, that Resolution #21-226 through #21-231 are hereby approved. **SECONDED by:** Mr. McLaughlin. **ROLL CALL VOTE:** All in favor with Mr. Gross abstaining from Resolution 21-227.

- NO. 21-226 RESOLUTION AWARDED CONTRACT FOR ALLIE CLARK BASEBALL FIELD - LANDTEK GROUP INC.
- NO. 21-227 RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SOUTH AMBOY AND THE COUNTY OF MIDDLESEX FOR PUBLIC HEALTH SERVICES AND ENVIRONMENTAL SERVICES
- NO. 21-228 TAX VETERAN REFUND - BRYLINSKI
- NO. 21- 229 TAX VETERAN REFUND - YANEZ
- NO. 21-230 REFUND OF TAX OVERPAYMENT - BAYONNE COMMUNITY BANK
- NO. 21-231 RESOLUTION PROVIDING FOR THE INSERTION OF A SPECIAL ITEM OF REVENUE IN THE BUDGET PURSUANT TO N.J.S.A. 40A:4-87 (CH. 159, P.L. 148) - APPROPRIATIONS

RESOLUTIONS:

RESOLUTION NO. 21-232
APPROVAL AND RELEASE OF MINUTES

BE IT RESOLVED, that the City Council of the City of South Amboy does hereby approve and release the Council Minutes of the November 3, 2021 Council Meeting.

MOVED by: Mr. McLaughlin of the Council of the City of South Amboy, that Resolution No. 21-232 is hereby approved. **SECONDED by:** Ms. Noble **ROLL CALL VOTE:** All in favor.

RESOLUTION NO. 21-233
APPROVAL OF BILL LIST

BE IT RESOLVED, that the City Council of the City of South Amboy does hereby receive and approve the payment of the bill list dated November 18, 2021, as presented by the Chief Financial Officer.

BE IT FURTHER RESOLVED, that the bill list be appended to the official minutes.

MOVED by: Mr. McLaughlin of the Council of the City of South Amboy, that Resolution No. 21-233 is hereby approved. **SECONDED by:** Ms. Noble . **ROLL CALL VOTE:** All in favor.

ORDINANCES:

SECOND READING/ ADOPTION

ORDINANCE NO. 2021-19

ORDINANCE OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY APPROVING APPLICATION FOR A LONG TERM TAX EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH MANHATTAN BEACH PHASE 1 URBAN RENEWAL, LLC

President Gross invited the Council to ask any questions of the Developer or Mr. McManimon. Mr. Reilly spoke at length about the lack of effort in trying to get grant monies for the project as well as the trouble Jersey City got into with its many PI LOT programs. Mr. McLaughlin agreed that more grants could have been looked into.

OPEN PUBLIC

Mary Szaro, 370 Fifth St., received clarification on the length of the PILOTS from Mr. McManimon.

Dave Kales, 329 Cedar, reminded everyone to look at the project as a stand alone, not to be lumped in with previous PILOTS. He also noted the City would be indemnified from responsibility to clean up the site, it would clean up the beachfront area as well as bring in revenue for the City.

Greg Babilak, 125 Henry St., asked Ms. Dato to clarify her statement of the previous meeting regarding the possible dangers of the contaminated site. He confirmed the estimated cost for site clean up and questioned why more grants had not been applied for.

Anthony Conrad, 83 Southshore Dr., agreed with the statements made by Mr. Kales and emphasized the possible cost to the City to clean up the contamination as well as the beneficial impact the project would have on the City.

CLOSE PUBLIC

MOVED by: Ms. Dato, of the Council of the City of South Amboy, that Ordinance #2021-19 is hereby adopted.

SECONDED by: Ms. Noble, **ROLL CALL VOTE:** Ayes : Dato, McLaughlin, Noble, Nays: Reilly, Gross

ORDINANCE NO. 2021-20

ORDINANCE OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY APPROVING APPLICATION FOR A LONG TERM TAX EXEMPTION AND AUTHORIZING THE EXECUTION OF A FINANCIAL AGREEMENT WITH SA 101 MAIN STREET URBAN RENEWAL, LLC

**OPEN PUBLIC - no comments
CLOSE PUBLIC**

MOVED by: Ms. Noble, of the Council of the City of South Amboy, that Ordinance # 2021- 20 is hereby adopted.

SECONDED by : Mr . McLaughlin, **ROLL CALL VOTE:** Ayes: Dato, McLaughlin, Noble, Nays: Reilly, Gross

FIRST READING/INTRODUCTION

ORDINANCE NO. 2021-18

AN ORDINANCE AMENDING ARTICLE XI OF THE SOUTH AMBOY CITY CODE TO ESTABLISH LEVELS OF STAFFING AND CREATE ADMINISTRATIVE DIVISIONS WITHIN THE SOUTH AMBOY POLICE DEPARTMENT

MOVED by : Mr. McLaughlin, that Ordinance #2021-18 be introduced on first reading and advertised for second reading which is scheduled for the December 15, 2021 meeting.

SECONDED by : Ms. Dato, **ROLL CALL VOTE:** All in favor.

ORDINANCE NO. 2021-21

AN ORDINANCE AMENDING ORDINANCE NO. 1036 ENTITLED "PARKING AND TRAFFIC REGULATIONS" FOR THE CITY OF SOUTH AMBOY, IN THE COUNTY OF MIDDLESEX AND STATE OF NEW JERSEY -ADD FENLON

MOVED by: Mr. McLaughlin, that Ordinance #2021-21 be introduced on first reading and advertised for second reading which is scheduled for the December 15, 2021 meeting.

SECONDED by: Ms. Noble, **ROLL CALL VOTE:** All in favor.

COMMENTS:

Ms. Noble:

- Thanked Mr. Kales and SARA for all the hard work they have done on this new project and stated she believes it will be a big benefit for the City.
- Wished everyone a safe and Happy Thanksgiving.

Ms. Dato:

- Stated she believes this is the most important PILOT the City has ever approved, especially in regards to the clean up of the contaminated site. She is looking forward to the improvements to such a blighted area and thanked everyone who came out to speak and inform the public about the project.
- Wished everyone a Happy Thanksgiving and asked for people to be generous and look out for their neighbors.

Mr. Reilly:

- Reiterated the troubles Jersey City had gotten into regarding payment of PILOTS.

- Thanked the food pantry and first responders for their continued good works.
- Reminded everyone to come out for the Friends of South Amboy fundraiser on December 18th.
- Wished everyone a Happy Thanksgiving.

Mr. McLaughlin:

- Thanked everyone who unselfishly gives their time to the food pantry.
- Asked everyone to support local small businesses.
- Confirmed the Allie Clark Fields bid award.
- Wished everyone a blessed Thanksgiving.

Mr. Gross:

- Thanked the food pantry volunteers and first responders.
- Wished everyone a Happy Thanksgiving.

Mayor Henry:

- Noted that many of the PILOT issues in Jersey City were due to lack of oversight of payments and auditing of the PILOT programs by the City. South Amboy audits its PILOTS every year. This project is a great opportunity to utilize the PILOT program which was set up for situations just like this one.
- Thanked Mark Rasimowicz and the County Commissioners for the work being done on the Allie Clark Field renovations. They are going to be state of the art fields when completed.
- Reported there will be a blood drive at St. Mary's on December 5th from 9am to 5pm. Please donate!
- Congratulated Sacred Heart on its 125th anniversary.
- Wished everyone a Happy Thanksgiving.

Mr. Skarzynski:

- Noted that Thanksgiving is the gateway holiday and there are many holiday events such as the Trolley Tour, tree lighting event and holiday decor coming up.
- Reported the Library is hosting a Business Fair on December 4th.
- Thanked the Rotary for recognizing three South Amboy and three Sayreville residents for their work promoting their communities.

Mr. Womack:

- Requested an Executive session be added to the next agenda for discussion of litigation and contract negotiation.
- Noted he will be moving forward on the amended Historic Commission Ordinance.

Mr. Rasimowicz:

- Reminded the residents there may be rerouted traffic or lack of access in the upcoming days on S. Broadway and N. Feltus and 6th Street as paving projects are in progress.

PUBLIC COMMENTS:

Brandon Russell, 327 Fourth St., thanked the Council for posting the meeting on the social media pages and inquired as to how the Council intended to spend the revenue that will be generated from the new PILOTS.

Greg Babilak, 125 Henry St., questioned the Mayor regarding the Ryan Homes project and whether or not the Mayor had been in favor of it. He confirmed that the Council set the budget and that SARA's budget was a separate budget.

Robert Mickiewicz, 104 Henry St., asked for clarification on which grants had been applied for and received confirmation that if the contamination had spread to his property the EPA would most likely require the developer to remediate.

ADJOURNMENT

On motion by Mr. McLaughlin, seconded by Ms. Dato and passed unanimously, the meeting was adjourned at 8:30 pm.

Respectfully submitted,

Deborah Brooks
Municipal Clerk

December 9, 2021
12: 52 PM

CITY OF SOUTH AMBOY
Bill List By vendor rd

Page No: 1

P.O. Type All	Include Project Line Items: Yes	Open N Paid N void N	Range First to Last	Rcvd Y Held Y	Aprv N	Stat/chk	Enc Date	Revd Date	Chk/Voi d	Invoice	1099		
Format Detail without Line Item Notes		Bid Y State Y		Other Y	Exempt: Y						Exel		
vendor # Name													
PO #	PO Date	Description	contract PO Type	Amount	charge Account	Acct Type	Description	Stat/chk	Enc Date	Revd Date	Chk/Voi d	Invoice	1099
A0000002 AJV Engineering, inc.													
21-02756	12/03/21	Nov' 21-Board Planner Prof serv	21-00018 c										
1	Nov'21-Board	Planner Prof Serv		1,500.00	1-01-21-180-195	B Planning Board: Prof Consultant & Spec R		12/03/21	12/08/21			NOV 2021	
vendor Total:				1,500.00									
A0000009 AI 's AUto Body													
21-02723	12/02/21	PD 22590MG collision repair											
1	PD 22590MG	collision repair		2,919.56	1-01-26-315-100	B vehicle Mainten	Maintenance of Motor veh R	12/02/21	12/08/21			1061	
				<u>4,937.42</u>	1-01-25-240-100	B Police: Maintenance of Motor vehicles							
				7,856.98									
vendor Total:				7,856.98									
A0000011 Griffith-Allied Trucking, LLC													
21-02659	11/29/21	DIESEL FUEL - 16369929	21-00002 C										
1	DIESEL FUEL - 16369929			835.76	1-01-31-430-250	B Utilities - Gasoline		10/14/21	12/08/21			16369929	
21-02724	12/02/21	DIESEL FUEL - 16434679	21-00002 C										
1	DIESEL FUEL - 16434679			793.68	1-01-31-430-250	B Utilities - Gasoline		10/14/21	12/08/21			16434679	
21-02725	12/02/21	DIESEL FUEL - 16439349	21-00002 C										
1	DIESEL FUEL - 16439349			554.31	1-01-31-430-250	B Utilities - Gasoline		10/14/21	12/08/21			16439349	
21-02738	12/02/21	DIESEL FUEL - 16399191	21-00002 C										
1	DIESEL FUEL - 16399191			977.97	1-01-31-430-250	B Utilities - Gasoline		10/14/21	12/08/21			16399191	
21-02750	12/03/21	Diesel Fuel - 16451900	21-00002 c										
1	Diesel Fuel - 16451900			660.26	1-01-31-430-250	B Utilities - Gasoline		10/14/21	12/08/21			16451900	
vendor Total :				1,821.98									

December 9, 2021
12: 52 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 3

vendor # Name	PO #	PO Date	Description	Contract PO Type	Amount	charge Account	Acct Type Description	First Stat/Chk	Rcvd Enc Date	chk/voi d Date	Invoice	1099 Exel
800000 31 s & H Photo video												
21-02031	09/17/21		SATV Station Camera Tripod									
	1		SATV Station Camera Tripod		805.61	1-01-44-900-700	B capital Improv: TV Station Equip	09/17/21	12/08/21		195580540	
			vendor Total:		805.61							
C0000002 Cabl evi si on cf Ran tan valley												
21-02662	11/29/21	11/22/21-12/21/21	102 N Feltus									
	1	11/22/21-12/21/21	102 N Feltus		125.39	1-01-31-430-245	B Utilities - Internet	11/29/21	12/08/21			
21-02790	12/08/21	12/1-12/31/21-141	Broadway SARA									
	1	12/1-12/31/21-141	Broadway SARA		75.39	1-01-90-100-022	B Due from SARA	12/08/21	12/08/21			
21-02791	12/08/21	12/1-12/31/21-401	Main St									
	1	12/1-12/31/21-401	Main St		67.96	1-01-31-430-245	B Utilities - Internet	12/08/21	12/08/21			
21-02792	12/08/21	12/1-12/31/21-400	Raritan st									
	1	12/1-12/31/21-400	Raritan st		110.39	1-01-31-430-245	B Utilities - Internet	12/08/21	12/08/21			
21-02793	12/08/21	12/1-12/31/21-129	N Broadway									
	1	12/1-12/31/21-129	N Broadway		110.39	1-01-31-430-245	B Utilities - Internet	12/08/21	12/08/21			
21-02794	12/08/21	12/1-12/31/21-109	George St									
	1	12/1-12/31/21-109	George St		125.39	1-01-31-430-245	B Utilities - Internet	12/08/21	12/08/21			
21-02795	12/08/21	12/1-12/31/21-427	Bordertown									
	1	12/1-12/31/21-427	Bordertown		110.39	1-01-31-430-245	B Utilities - Internet	12/08/21	12/08/21			
			vendor Total:		725.30							
C0000016 Copyshop office supply &												
21-02786	12/08/21		Business Cards - for Code Dept									
	1		Business cards - for Code Dept		240.00	1-01-22-195-145	B code: Office Supplies	12/08/21	12/08/21			
			vendor Total:		240.00							

December 9, 2021
12:52 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 6

Vendor # Name	PO #	PO Date	Description	Contract PO Type	Amount	Charge Account	Acct Type Description	First stat/chk	Rcvd Enc Date	chk/Voi d Date	Invoice	1099 Exel
DRAEGOOI Draeger, Inc.												
	21-02533	11/12/21	ALCO-TEST BI-ANNUAL RECALIB									
			1 ALCO-TEST BI-ANNUAL RECALIB		179.00	1-01-25-240-105	B Police: Maintenance of other Equipment	R	11/12/21	12/08/21	306534969	
			vendor Total:		179.00							
E0000002 East coast Emergency Lghti ng												
	21-01154	06/02/21	PD VEH LIGHTS									
			1 PDVEH LIGHTS		3,097.48	0-01-44-900-400	B capital Improv: Safety Equip & vehicles	R	06/02/21	12/08/21	29355	
			vendor Total:		3,097.48							
EOOOOOC7 Electronic MeasurementLabs,Inc												
	21-02747	12/03/21	MultiGas Calibration & Labor									
			1 MultiGas calibration & Labor		595.00	1-01-25-265-105	B Fire Dept Maint of Other Equipment		12/03/21	12/08/21	58097	
			2 Replaced the following on unit		660.00	1-01-25-265-105	B Fire Dept Maint of other Equipment		12/03/21	12/08/21	58097	
			3 single Gas calibration & Labor		<u>79.00</u>	1-01-25-265-105	B Fi re Dept Mai nt of other Equipment		12/03/21	12/08/21	58097	
					1,334.00							
			vendor Total:		1,334.00							
ELDON005 El don Haynes - El cha' s Eats												
	21-02520	11/10/21	11/21/21 Beach Clean Up									
			1 11/21/21 Beach Clean Up		893.00	G-02-41-715-301	B clean communities		11/10/21	12/08/21	2487	
			vendor Total:		893.00							
F0000002 Federa1 Express												
	21-02590	11/19/21	Inv. 7 565-44663	11/15/21								
			1 Inv. 7-565-44663	11/15/21	88.78	1-01-25-240-299	B Police: Miscellaneous other Expenses	R	11/19/21	12/08/21	7-565 -44663	
			2 Inv. 7-565-44663	11/15/21	<u>54.40</u>	1-01-25-240-299	B Police: Miscellaneous Other Expenses		11/19/21	12/08/21	7-565 -44663	
					143.18							
			vendor Total:		143.18							

December 9, 1021
12: 52 PM

CITY OF SOUTH AMBOY
Bill Li st By vendor Id

Page No: 9

vendor # Name	PO#	PO Date	Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	Fi rst Enc Date	Rcvd Date	chk/void Date	1099 Invoice	Exel
J000000J Jacqueline's Florist												
21-01653 11/13/ 11Anne Ri chmond-funeral-fl owe rs												
	1		Anne Richmond-flowersll/14 svc		50.00	1-01-20-110-145	B Mayor/Council : Office Supp li es	R	11/23/21	11/08/ 21		011071
vendor Total :					50.00							
J0000004 Jersey Central Power &Light Co												
21-02508 12/09/21 Nov'21 Billing												
	8	Nov '21	Billing		3.69	1-01-31-430-200	B utilities - Electric	R	12/09/21	12/09/11		95009400181
	9	100 001 069 018			547.31	1-01-31-430-200	B utilities - Elect ric	R	11/09/21	12/09/11		95009400184
	10	100 000 010 948			407.48	1-01-31-430-200	B Utilities - Electr ic	R	11/09/21	12/09/21		95009400174
	11	100 001 069 00C			397.84	1-01-31-430-200	B ut ilit ies - Electric	R	11/09/21	12/09/11		95009400183 N
	12	200 000 010 93C			466.35	1-01-31-430-200	B Utilities - Electric	R	12/09/11	11/09/11		95009400181 N
	13	100 001 069 01C			0.00	1-01-31-430-100	B utilities - Electric	R	11/09/ 21	11/09/11		95009400285 N
	14	100 001 069 034			<u>9,088.77</u>	1-01-31-430-200	B utilities - El ect ric	R	11/09/11	11/09/11		95009400186
					10,911.44							
11-02607 11/11/11 New Account-100 139 729 600												
	1		New Account-100 139 729 600		29.19	1-01-31-430-200	B utilities - Electric	R	11/22/21	12/08/21		95048497223
vendor Total :					10,940.63							
J0000010 Jo hnny On The Spot, LLC												
21-02652 11/23/ 21 Monthly unit cleaning												
	1		Monthly unit cleaning		142.84	1-01-28-370-095	B Recreation: Maintenance Agreement	R	11/ 23/ 21	12/ 08/ 21		0006350250
	2		Monthly unit cleaning		152.84	1-01-28-370-095	B Recreation: Maintenance Agreement	R	11/23/ 21	12/ 08/ 21		0006350251 N
	3		Monthly unit cleani ng		133. 40	1-01-28-370-095	B Recreation: Maintenance Agreement	R	11/ 23/ 21	12/0 8/ 21		0006 350249 N
					429.08							
vendor Total:					429.08							
JACKDOOS Jack Doheny Companies, Inc												
21-02286 10/14/21 TRUCK#16 - PARTS - JET VAC												
	1		TRUCK#16 - PARTS - JET VAC		262.50	1-01-26-307-105	B sewer: Maintenance ofOther Equipment	R	10/14/21	12/08/21		146522
vendor Total:					262.50							

December 9, 2021
12: 52 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 10

vendor # Name	PO #	PO Date	Description	Contract PO Type	Amount charge Account	Acct Type Description	Stat/Chk	First Enc Date	Revd Date	chk/voi d Date	Invoice	1099 Exel
IAKES005 Jake's Lmi o Service												
	21-02582	11/16/21	Trolley for Christmas Tour									
			1 Trolley for Christmas Tour		1,175.00 1-01-30-420-299	B celebration: Misc other Expenses	R	11/16/21	12/08/21		1211027702	
			vendor Total :		1,175.00							
K0000032 Ki radhar, Inc.												
	21-02755	12/03/21	Nov '21 Gas Invoice			21-00024 C						
			1 Nov' 21 Gas Invoice		9,105.37 1-01-31-430-250	B Utilities - Gasoline	R	12/03/21	12/08/21		11/2021	
			2 less tax on receipt 3055463		1.68- 1-01-31-430-250	B Utilities - Gasoline	R	12/03/21	12/08/21		11/2021	
					9,103.69							
			vendor Total :		9,103.69							
LESTU 005 LeStuck Propertl es' LL(
	21-02191	10/05/21	repair - senior center									
			1 repair - senior center		5,900.00 1-01-26-310-035	B B&G: Building & Facility Repair	R	10/05/21	12/08/21		12/6/21	
			vendor Total:		5,900.00							
LIMAC005 Lima charl ie construction												
	21-00947	05/10/21	so. Broadway Roadway&Pedestrian									
			4 so.Broadway Roadway&Pedestrian		298,103.76 c-04-20-001-003	B south Broadway Rdwy & Pedestrian Imp	R	05/10/21	12/09/21		PAYMENT #4	
			vendor Total:		298,103.76							
M0000003 MGL Forms - Systems, LLC												
	21-02540	11/15/21	current Fund checks									
			1 current Fund checks		412.50 1-01-20-130-190	B Finance: Printing & Binding	R	11/15/21	12/08/21		184352	
			2 Shipping		40.00 1-01-20-130-190	B Finance: Printing & Binding	R	11/15/21	12/08/21		184352	
					452.50							
			vendor Total:		452.50							

December 9, 2021
12:52 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 11

vendor # Name	PO #	PO Date	Description	contract PO Type	Amount	charge Account	Acct Type Description	First Stat/Chk	Rcvd Enc Date	chk/voi d Date	1099 Exel
M0000004 Malouf Ford, Inc.	21-02616	11/22/21	CREDIT	21-00006 C	181.09-	1-01-26-315-100	B vehicle Mainten		05/12/21	12/08/21	01630229
	1 CREDIT						Maintenance of Motor Veh R				
			vendor Total :		181.09-						
M0000015 Middlesex County Improvement	21-02626	11/22/21	RECYCLING - OCTOBER 2021		18,893.76	1-01-26-305-100	B solid waste: Maint of Motor vehicles		11/22/21	12/08/21	AR039375
	1 RECYCLING - OCTOBER 2021										
			vendor Total :		19,431.13						
M0000016 Middlesex County Treasurer	21-02606	11/22/21	2021 Health Aid 4th Qtr.		16,572.34	1-01-27-330-150	B Health: Other contractual Services		11/22/21	12/08/21	8447
	1 2021 Health Aid 4th Qtr.										
			vendor Total :		16,572.34						
M0000019 Middlesex County Utilities	21-02528	11/10/21	MCUA - OCTOBER 2021		26,285.22	1-01-26-305-230	B solid waste: Tipping Fees		11/10/21	12/08/21	1011245
	1 MCUA - OCTOBER 2021				<u>1,171.71</u>	1-01-32-465-299	B RECYCLING TAX: Miscellaneous Other Expenses				
					27,456.93						
			vendor Total :		27,456.93						
M0000022 Middlesex water Company	21-02767	12/07/21	Nov' 21 Hydrant Readings		17,671.96	1-01-31-430-220	B utilities - Water		12/07/21	12/08/21	
	1 Nov'21 Hydrant Readings										
			vendor Total :		17,671.96						

December 9, 2021
12: 52 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 13

vendor # Name	PO #	PO Date	Description	Contract PO Type	Amount charge Account	Acct Type Description	Stat/Chk	First Rcvd	Enc Date	Chk/voi d	Invoice	1099 Exel
P0000003 Pitney Bowes, Inc.	21-02668	11/29/21	Oct 2021 Letter Sort Fee									
	1	Oct 2021	Letter Sort Fee		101.06 1-01-20-145-150	B Revenue: other Contractual Services		11/29/21	12/08/21		1019481617	
			Vendor Total :		101.06							
P0000087 Printed Pixel, Inc.	21-02534	11/12/21	DOOR DECALS - 1 SET HINO									
	1		DOOR DECALS - 1 SET HINO		450.00 1-01-26-290-299	B Streets/Roads: Misc other Expenses		11/12/21	12/08/21		4084	
21-02536	11/12/21		DOOR DECALS - 1 SET									
	1		DOOR DECALS - 1 SET		450.00 1-01-26-290-299	B Streets/Roads: Misc Other Expenses		11/12/21	12/08/21		4083	
			vendor Total :		900.00							
PARTS001 Parts Author, ty' LL(21-02570	11/16/21	INVOICE#: 301-128430									
	1		INVOICE#: 301-128430		153.34 1-01-26-315-100	B vehicle Mainten Maintenance of Motor veh R		04/12/21	12/09/21		301-128430	
21-02618	11/22/21		TRUCK#27 - BRAKE PADS									
	1		TRUCK#27 - BRAKE PADS		24.19 1-01-26-315-100	B vehicle Mainten Maintenance of Motor Veh R		04/12/21	12/08/21		301-130212	
21-02619	11/22/21		POLICE#410 - SENSORS									
	1		POLICE#410 - SENSORS		22.84 1-01-26-315-100	B vehicle Mai nten Maintenance of Motor veh R		04/12/21	12/08/21		301-129802	
	2		POLICE#410 - SENSORS		30.43 1-01-26-315-100	B vehicle Mainten Maintenance of Motor veh R		05/12/21	12/08/21		301-129802	
	3		POLICE#410 - SENSORS		81.87 1-01-26-315-100	B vehicle Mainten Maintenance of Motor veh R		05/12/21	12/08/21		301-129802	
21-02620	11/22/21		CREDIT									
	1		CREDIT		24.00- 1-01-26-315-100	B vehicle Mainten Maintenance of Motor veh R		05/12/21	12/08/21		301-20654	
21-02625	11/22/21		POLICE#410 - FUEL INJECTOR									
	1		POLICE#410 - FUEL INJECTOR		67.37 1-01-26-315-100	B vehicle Mainten Maintenance of Motor veh R		04/12/21	12/08/21		031-23 7942	
21-02729	12/02/21		truck#14 - parts									
	1		truck#14 - parts		130.24 1-01-26-315-100	B vehicle Mainten Maintenance of Motor veh R		04/12/21	12/08/21		301-131191	

December 9, 2021
12: 52 PM

CITY OF SOUTH AMBOY
Bill List By vendor rd

Page No: 15

vendor #	Name	PO#	PO Date	Description	Amount	contract PO Type Charge Account	Acct Type Description	Fi rst Stat /chk Enc	Revd Date	Chk / Void Date	Invoice	1099 Exel
50000009	South Amboy First Aid & Safety	21-01022	05/17/21	2021 Annual Contribution								
		1		2021 Annual contribution	23,566.17	1-01-25-260-299	B Aid to vol Ambulance: Misc Other Expense R	05/17/21	12/08/21		2021	
				vendor Total:	23,566.17							
SGPAVOOI s & G Paving' Inc'		21-01289	06/17/21	'21 Road nrovements-Various								
		2		'21 Road Improvements-Variou s	389,080.73	C-04-19-001-006	B 2019 Road Imprvmnt Program	06/17/21	12/09/21		PAYMENT #2	
				vendor Total:	389,080.73							
SPECTOII Spectrotel Holding Company LLC		21-02745	12/03/21	Dec'21 Invoice# 10611884								
		1		Dec'21 Invoice# 10611884	491.53	1-01-31-430-240	B utiliti es - Telephone	12/03/21	12/08/21		10611884	
				Vendor Total:	491.53							
STARL005 James E. Stahl Esq.		21-02775	12/07/21	November Billing		21-00014 C						
		1		November Billing	1,000.00	1-01-21-180-195	B Planning Board: Prof Consultant & Spec R	04/12/21	12/08/21		11-2021	
				vendor Total:	1,000.00							
T0000003 The Hose Shop, Inc.		21-02621	11/22/21	LIFT REPAIR VALVES		21-00010 C						
		1		LIFT REPAIR VALVES	14.17	1-01-26-315-100	B vehicle Mainten Maintenance of Motor veh R	01/06/21	12/08/21		00224276	
				Vendor Total:	14.17							
		21-02734	12/02/21	TRUCK #: 13- PARTS		21-00010 C						
		1		TRUCK #: 13- PARTS	184.67	1-01-26-315-100	B vehicle Mainten Maintenance of Motor veh R	01/06/21	12/08/21		00224694	
				Vendor Total:	184.67							
TOOOOOOI Tom's Ford, Inc.		21-02537	11/15/21	ALIGNMENT-TRUCK#23								
		1		ALIGNMENT-TRUCK#23	129.95	1-01-26-315-100	B vehicle Maint en Maintenance of Motor veh R	11/15/21	12/08/21		717237	
				vendor Total:	129.95							

December 9, 2021
12:52 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 16

vendor # Name	PO #	PO Date	Description	Contract	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	chk/Void Date	1099 Invoice	Exel
TACTIOO Tactical Public Safety, LLC												
21-02586	11/16/21		south Amboy Fire Speaker Mics	364.80	1-01-25-265-070	B Fire Dept: Gen Equipment and Machinery	R	11/16/21	12/08/21		21-531	N
			2 south Amboy Fire Speaker Mics	399.00	1-01-25-265-070	B Fire Dept: Gen Equipment and Machinery	R	11/16/21	12/08/21		21-531	
				763.80								
			vendor Total:	763,80								
vOOOOOOO Verizon												
21-02614	11/22/21	11/15/21	450-717-047-0001-08	6.55	1-01-31-430-240	B Utilities - Telephone	R	11/22/21	12/08/21			
			1 11/15/21 450-717-047-0001-08	6.55	1-01-31-430-240	B Utilities - Telephone	R	11/22/21	12/08/21			
21-02615	11/22/21	11/15/21	250-717-101-0001-94	1,676.26	1-01-31-430-240	B Utilities - Telephone	R	11/22/21	12/08/21			
			1 11/15/21 250-717-101-0001-94	1,676.26	1-01-31-430-240	B Utilities - Telephone	R	11/22/21	12/08/21			
			vendor Total:	1,682.81								
v0000002 Verizon wireless												
21-02647	11/23/21	Oct21	inv.9892842429		21-00015 C	B Utilities - Telephone	R	11/23/21	12/08/21		9892842429	
			1 Oct21 inv.9892842429	1,855.77	1-01-31-430-240	B Utilities - Telephone	R	11/23/21	12/08/21		9892842429	
21-02667	11/29/21	oct22-Nov21,	21 Message Board			B Utilities - Internet	R	11/29/21	12/08/21		9893380688	
			1 Oct22-Nov21, 21 Message Board	1,600.42	1-01-31-430-245	B Utilities - Internet	R	11/29/21	12/08/21		9893380688	
			vendor Total:	3,456.19								
VERIZ020 Verizon - broadband												
21-02593	11/19/21	11/10/21	656-711-378-0001-77	84.99	1-01-31-430-245	B Utilities - Internet	R	11/19/21	12/08/21			N
			1 11/10/21 656-711-378-0001-77	84.99	1-01-31-430-245	B Utilities - Internet	R	11/19/21	12/08/21			
21-02594	11/19/21	11/10/21	356-712-508-0001-55	84.99	1-01-31-430-245	B Utilities - Internet	R	11/19/21	12/08/21			
			1 11/10/21 356-712-508-0001-55	84.99	1-01-31-430-245	B Utilities - Internet	R	11/19/21	12/08/21			
21-02608	11/22/21	11/17/21	156-663-800-0001-99	119.00	1-01-31-430-245	B Utilities - Internet	R	11/22/21	12/08/21			
			1 11/17/21 156-663-800-0001-99	119.00	1-01-31-430-245	B Utilities - Internet	R	11/22/21	12/08/21			
21-02609	11/22/21	11/15/21	756-694-186-0001-35	69.00	1-01-31-430-245	B utilities - Internet	R	11/22/21	12/08/21			N
			1 11/15/21 756-694-186-0001-35	69.00	1-01-31-430-245	B utilities - Internet	R	11/22/21	12/08/21			

December 9, 2021
12:52 PM

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Page No: 17

vendor # Name	PO #	PO Date	Description	Contract PO Type	Amount charge Account	Acct Type Description	stat/Chk	First Enc Date	Rcvd Date	chk/Void Date	Invoice	1099 Exel
VERIZON verizon - broadband				Cont i nued								
21-02610	11/22/21	11/15/21	156-687-583-0001-34									
	11/15/21	156-687-583-0001-34		79.66	1-01-31-430-245	B Utilities - Internet	R	11/22/21	12/08/21			N
21-02611	11/22/21	10/13&11/13	356-696-881-001-65									
	11/13&11/11	356-696-881-001-65		138.00	1-01-31-430-245	B Utilities - Internet	R	11/22/21	12/08/21			
21-02612	11/22/21	11/16/21	356-685-844-0001-72									
	11/16/21	356-685-844-0001-72		74.33	1-01-31-430-245	B utilities - Internet	R	11/22/21	12/08/21			N
21-02613	11/22/21	11/14/21	756-745-729-0001-96									
	11/14/21	756-745-729-0001-96		69.00	1-01-31-430-245	B utilities - Internet	R	11/22/21	12/08/21			
21-02663	11/29/21	11/21/21	556-699-343-0001-93									
	11/21/21	556-699-343-0001-93		69.00	1-01-31-430-245	B utilities - Internet	R	11/29/21	12/08/21			
21-02664	11/29/21	11/20/21	756-698-687-0001-63									
	11/20/21	756-698-687-0001-63		79.66	1-01-31-430-245	B utilities - Internet	R	11/29/21	12/08/21			
21-02665	11/29/21	11/20/21	756-698-143-0001-04									
	11/20/21	756-698-143-0001-04		69.00	1-01-31-430-245	B Utilities - Internet	R	11/29/21	12/08/21			
21-02666	11/29/21	11/19/21	656-697-904-0001-89									
	11/19/21	656-697-904-0001-89		69.00	1-01-31-430-245	B Utilities - Internet	R	11/29/21	12/08/21			N
21-02674	11/30/21	11/21/21	156-769-141-0001-19									
	11/21/21	156-769-141-0001-19		8.85	1-01-31-430-245	B Utilities - Internet	R	11/30/21	12/08/21			
21-02757	12/03/21	11/22/21	656-808-423-001-50									
	11/22/21	656-808-423-001-50		105.34	1-01-31-430-245	B Utilities - Internet	R	12/03/21	12/08/21			N
21-02770	12/07/21	11/28/21	556-704-458-0001-84									
	11/28/21	556-704-458-0001-84		84.66	1-01-31-430-245	B Utilities - Internet	R	12/07/21	12/08/21			
21-02771	12/07/21	11/27/21	356-710-029-0001-42									
	11/27/21	356-710-029-0001-42		69.00	1-01-31-430-245	B utilities - Internet	R	12/07/21	12/08/21			

December 9, 2021
12: 52 PM

CITY OF SOUTH AMBOY
Bill Li st By Vendor Id

Page No: 19

vendor # Name	PO #	PO Date	Description	contract PO Type	Amount	charge Account	Acct Type Description	Stat/Chk	First Enc Date	Revd Date	Chk/Voi d Date	Invoice	1099 Exel
Z0000006 Z Brothers Concrete Contractor													
	21-02025	09/16/21	Feltus & 6th St Improvements										
	1		Feltus & 6thSt Improvements	c-04-21-001-009	141,213.60		B 2021 various Road Improvements		09/16/21	12/08/21		PAYMENT #1	
				C-04-19-001-006	54,233.29		B 2019 Road Imprvmnt Program						
	2		Feltus & 6th St Improvements	c-04-21-001-009	146,638.73		B 2021 various Road Improvements		09/16/21	12/09/21		PAYMENT #2	
				C-04-19-001-006	<u>56,316.44</u>		B 2019 Road Imprvmnt Program						
					398,402.06								
			vendor Total:		398,402.06								

Total Purchase orders: 123 Total P.O. Line Items: 193 Total List Amount: 1,354,072.16 Total void Amount: 0.00

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/ L Total	Total
CURRENT FUND	0-01	3,097.48	0.00	3,097.48	0.00	0.00	3,097.48
CURRENT FUND	1-01	233,246.16	0.00	233,246.16	0.00	0.00	233,246.16
CAPITAL FUND	c-04	1,116,298.15	0.00	1,116,298.15	0.00	0.00	1,116,298.15
GRANT FUND	G-02	1,430.37	0.00	1,430.37	0.00	0.00	1,430.37
Total of All Funds:		<u>1,354,072.16</u>	<u>0.00</u>	<u>1,354,072.16</u>	<u>0.00</u>	<u>0.00</u>	<u>1,354,072.16</u>

ORDINANCE 21-18

**AN ORDINANCE AMENDING ARTICLE XI OF THE SOUTH
AMBOY CITY CODE TO ESTABLISH LEVELS OF STAFFING
AND CREATE ADMINISTRATIVE DIVISIONS WITHIN THE
SOUTH AMBOY POLICE DEPARTMENT**

WHEREAS, N.J.S.A. 40A:14-118 authorizes the City Council of the City of South Amboy, Middlesex County, to and establish such members, officers and personnel as shall be deemed necessary for the South Amboy Police Department, and to prescribe their powers, functions and duties as the governing body shall deem necessary for the effective government of the force; and

WHEREAS , it is the determination of the Mayor and Council that to meet current and future needs of the residents of South Amboy there should be a change in personnel organization structure within the Department; and

WHEREAS, it is the belief of the Mayor and Council that establishment of Administrative Divisions within the Police Department is appropriate and necessary for effective government of the Police Department; and

WHEREAS, the Mayor and Council acknowledge and respect the authority and duties bestowed upon the Chief of Police by N.J.S.A. 40A:14-118;

NOW, THEREFORE, BE IT ORDAINED that Article XI of the Code of the City of South Amboy, entitled "Department of Police" is hereby amended as follows:

§5-85. Powers and duties of Chief of Police.

Add: "E. Provide an administrative chart with assignments of all police personnel no less than once a year or as changes are made.

§5-86. Mayor as appropriate authority

Insert: "as required by law." after the phrase "and for the discipline of its members"; and

Insert: ", and consistent with all appropriate laws and regulations," after the phrase "In dealing with the discipline of members of the Police Department".

§5-87 Chief of Police as head of Police Department and establishing a line of authority in the Department.

Repeal Subsection 5-87A and replace with:

A. The Chief of Police shall be the head of the Police Department and directly responsible to the Mayor, as the appropriate authority and as set forth in Section 5-86 herein and §40A: 14-118 of the laws of the State of Jersey.

Repeal Subjection 5-87B and replace with:

B. The Police Department shall have the following line of authority, in descending order, with the maximum personnel in each such office:

1. Chief of Police	1
2. Captain	1
3. Lieutenants	3
4. Sergeants	7
5. Patrol Officers/Detectives	21
6. Special Officers	2

§5-89 (currently reserved) Add:

§5-89. ADMINISTRATION OF THE POLICE DEPARTMENT

Administration of the Police Department shall be divided into three (3) divisions. The composition of each division shall be determined by the Chief of Police.

A. ADMINISTRATIVE COMMAND STAFF/PATROL/UNIFORM DIVISION. RESPONSIBILITIES AND DUTIES.

There shall be an Administrative Division which shall be responsible for responding for police services, oversight of communications, technology, accreditation, dispatchers and all other duties as may be assigned by the Chief of Police consistent with this ordinance.

Members of this division shall keep accurate records of any and all incidents and promptly submit a written report to the supervisor in charge. The supervisor will promptly submit a written report to the Chief of Police.

B. DETECTIVE/INVESTIGATIVE DIVISION RESPONSIBILITIES AND DUTIES.

There shall be a Detective/Investigative Division which shall be responsible for all investigations and follow-up investigations of criminal activity, missing persons, licenses and regulations, and all other duties as may be assigned by the Chief of Police consistent with this ordinance.

The members of the division shall keep accurate records of any and all incidents and investigations and promptly submit a written report to the supervisor in charge.

The supervisor shall promptly submit a written report to the Chief of Police. All officers

permanently assigned to this Division shall be designated as detectives. It shall also be the responsibility of the Detective Division to control and supervise the evidence locker.

C. TRAFFIC SAFETY DIVISION
RESPONSIBILITIES AND DUTIES.

There shall be a Traffic Safety Division which shall be responsible for overall traffic management, crossing guards, and pedestrian safety of the City, and all other duties as may be assigned by the Chief of Police consistent with this ordinance. The members of the division are to keep accurate records of traffic offenders and offenses and to promptly submit a written report to the supervisor in charge. The supervisor shall promptly submit a written report to the Chief of Police.

The Chief of Police will submit a written report on the activities of the Police Department to the Mayor of the Mayor's designee at the end of each month. **Insert: The Chief of Police will submit a written report on the activities of the Police Department to the Mayor of the Mayor's designee at the end of each month, and the Mayor shall share that report with the City Council upon request of the Council President.**

The invalidity of any section or provision of this Ordinance shall not invalidate any other section or provision thereof.

All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed as to such inconsistency only.

This Ordinance shall take effect after final passage and publication as provided by law.

Deborah Brooks
Municipal Clerk

Introduced on First Reading: November 22, 2021

First Publication: November 26, 2021

Approved on Final Reading:

Final Publication:

CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX

ORDINANCE NO. 2021-21

AN ORDINANCE AMENDING AND SUPPLEMENTING
ORDINANCE NO. 1036 ENTITLED "PARKING AND
TRAFFIC REGULATIONS FOR THE CITY OF SOUTH
AMBOY" IN THE COUNTY OF MIDDLESEX AND
STATE OF NEW JERSEY-257 FIRST ST. - FENLON

BE AND IT IS HEREBY ORDAINED by the Council for the City of South Amboy, Middlesex County, New Jersey, on the Ordinance No. 1036, entitled "Parking and Traffic Regulations for the City of South Amboy" is hereby amended and supplemented as follows:

Add the Following:

ARTICLE V Handicapped Parking

Section 5-1 Special Parking for Handicapped

Section X Handicapped Parking

Add the Following:

NAME OF STREET	LOCATION
257 FIRST ST.	Sign to be placed 234 feet from the curb line of First Street/North Stevens Ave. in front of the residence at 257 First Street .

The invalidity of any section or provision of this ordinance shall not invalidate any other section or provision thereof.

All ordinances or parts of ordinances inconsistent herewith are hereby repealed as to such inconsistency only.

This ordinance shall take effect after final passage and publication as provided by law.

The Municipal Clerk shall serve a certified true copy of this Ordinance upon the South Amboy Police Department.

Deborah Brooks
Municipal Clerk

Introduced on First Reading: November 22, 2021
First Publication: November 26, 2021
Approved on Final Reading:
Final Publication: