

**AGENDA
COUNCIL MEETING
FEBRUARY 5, 2025**

**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: CONRAD_____, DATO_____, LENAHAN_____, REILLY_____, GROSS_____
4. CERTIFICATION OF MEETING BY CITY CLERK

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 NO. 25-063 through NO. 25-067 are hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

- | | |
|------------|--|
| NO. 25-063 | RESOLUTION AUTHORIZING BUDGET TRANSFERS IN ACCORDANCE WITH N.J.S.A. 40A:4-59 |
| NO. 25-064 | RESOLUTION AUTHORIZING THE PURCHASE OF A POWER PRO2/POWER LOAD 2024 STRETCHER |
| NO. 25-065 | RESOLUTION AUTHORIZING THE PURCHASE OF A MATRICE 350 RTK (NA) SP 2Y DRONE, EQUIPMENT AND TRAINING PREP COURSE |
| NO. 25-066 | RESOLUTION AUTHORIZING THE PURCHASE OF A JOHN DEERE Z930M MOWER AND VARIOUS OUTDOOR POWER EQUIPMENT |
| NO. 25-067 | RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT FOR RENOVATIONS AT THE SOUTH AMBOY FIRST AID BUILDING |

RESOLUTION NO. 25-068

A RESOLUTION HONORING AND RECOGNIZING THE MILITARY SERVICE OF RESIDENTS IN THE CIVIC AFFAIRS OF THE CITY OF SOUTH AMBOY

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 25-068 is hereby approved. **SECONDED by:** _____ **ROLL CALL VOTE:**

RESOLUTION NO. 25-069
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 January 6, 2025 Council Meeting.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 25-069 is hereby approved. **SECONDED by:** _____ **ROLL CALL VOTE:**

RESOLUTION NO. 25-070
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 January 31, 2025, as presented by the Chief Financial Officer.

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

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 25-070 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

ORDINANCE

INTRODUCTION/FIRST READING

ORDINANCE 2025-04

AN ORDINANCE ADDING A NEW CHAPTER 158 TO THE CODE OF THE CITY OF SOUTH AMBOY "TREE PRESERVATION"

MOVED by: _____, that Ordinance #2025-04 be introduced on first reading and advertised for second reading which is scheduled for the March 5, 2025 meeting.
SECONDED by: _____, **ROLL CALL VOTE:**

ORDINANCE 2025-05

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY, AUTHORIZING A GRANT OF EASEMENT FOR PARKING ON BLOCK 138, LOT 20 IN FAVOR OF STEVENS DALE REALTY CO., INC., AND AUTHORIZING EXECUTION OF AGREEMENT IN CONNECTION THEREWITH

MOVED by: _____, that Ordinance #2025-05 be introduced on first reading and advertised for second reading which is scheduled for the March 5, 2025 meeting.
SECONDED by: _____, **ROLL CALL VOTE:**

ORDINANCE 2025-06

AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)

MOVED by: _____, that Ordinance #2025-06 be introduced on first reading and advertised for second reading which is scheduled for the March 5, 2025 meeting.
SECONDED by: _____, **ROLL CALL VOTE:**

ORDINANCE 2025-07

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: _____, that Ordinance #2025-07 be introduced on first reading and advertised for second reading which is scheduled for the March 5, 2025 meeting.

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

COMMENTS:

PUBLIC COMMENTS:

ADJOURNMENT

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX
RESOLUTION NO. 25-063**

**RESOLUTION AUTHORIZING BUDGET TRANSFERS
IN ACCORDANCE WITH N.J.S.A. 40A:4-59**

WHEREAS, various 2024 bills have been presented for payment this year, which bills represent obligations of the prior fiscal year and were not covered by order number and/or recorded at the time of transfers between the 2024 Budget in the last two months of 2024; and

WHEREAS, N.J.S.A. 40A:4-59 provides that all unexpended balances carried forward after the close of the fiscal year are available, until lapsed at the close of the succeeding year, to meet specific claims, commitments or contracts incurred during the preceding fiscal year, and allow transfers to be made from the unexpended balances to those which are expected to be insufficient during the first three months of the succeeding year;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Amboy, in the County of Middlesex and State of New Jersey, (2/3 of the majority of the full membership concurring herein) that the transfers in the amount of \$ 29,000.00 be made between the 2024 appropriation reserves as follows:

Account		FROM	TO
20-155-2	Legal Services - Other Expenses	29,000.00	
25-240-2	Police: Other Expenses		9,000.00
25-286-2	Length of Service Award Program		20,000.00
		\$ 29,000.00	\$ 29,000.00

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 25-064

**RESOLUTION AUTHORIZING THE PURCHASE OF A POWER PRO2/POWER LOAD 2024
STRETCHER**

WHEREAS, there is a need to purchase a Power Stretcher for the City of South Amboy First Aid Department; and

WHEREAS, this Power Pro 2/Power Load 2024 Stretcher will be purchased from Stryker Medical, PO Box 93308, Chicago, IL 60673, through the Bergen County Cooperative, BS-Bid-24-15; and

WHEREAS, the Power Stretcher has a price of \$71,954.05; and

WHEREAS, public bids are not required when the purchase is under the Bergen County Co-Op Agreement in accordance with N.J.S.A. 40A:11-12, of the Local Public Contracts Law;

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 a from Stryker Medical, PO Box 93308, Chicago, IL 60673 in the total amount of \$71,954.05.

Certification of Funds

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$71,954.05 will be available in account: C-04-24-002-001.



Dan Balka, Chief Financial Officer

Dated:

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 25-065

RESOLUTION AUTHORIZING THE PURCHASE OF A MATRICE 350 RTK (NA) SP 2Y DRONE,
EQUIPMENT AND TRAINING PREP COURSE

WHEREAS, there is a need to purchase a Matrice 350 RTK (NA) 2Y Drone,
Equipment Training and Test Prep Course for the City of South Amboy Office of Emergency
Management; and

WHEREAS, this Matrice 350 RTK (NA) 2Y Drone, Equipment Training and Test Prep
Course will be purchased from Terrestrial Imaging, LLC, 375 Herbertsville Rd., Brick, NJ
08724, through the Bergen County Cooperative, BC-Bid-22-11; and

WHEREAS, the Power Stretcher has a price of \$43,061.15; and

WHEREAS, public bids are not required when the purchase is under the Bergen
County Co-Op Agreement in accordance with N.J.S.A. 40A:11-12, of the Local Public
Contracts Law;

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 a Matrice 350
RTK (NA) 2Y Drone, Equipment Training and Test Prep Course from Terrestrial Imaging,
LLC, 375 Herbertsville Rd., Brick, NJ 08724 in the total amount of \$43,061.15.

Certification of Funds

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of
\$43,061.15 will be available in accounts: C-04-24-009-001(\$35,000) and 4-01-25-252-299
(\$8,061.15).



Dan Balka, Chief Financial Officer
Dated:

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 25-066

**RESOLUTION AUTHORIZING THE PURCHASE OF A JOHN DEERE Z930M MOWER AND
VARIOUS OUTDOOR POWER EQUIPMENT**

WHEREAS, there is a need to purchase a John Deere Z930M Mower and various outdoor power equipment for the City of South Amboy Office Department of Public Works; and

WHEREAS, the John Deere mower will be purchased from Deere & Company, 2000 John Deere Run, Cary, NC 27513-2789 through co-op ESCNJ 22/23-12NJ Grounds Equipment and the various outdoor power equipment will be purchased from Power Place, Inc., 297 Route 22 E, Whitehouse Station, NJ 08889 through co-ops ESCNJ 22/23-12NJ Grounds Equipment (\$2,933.52) and HCESC #CAT/SER-23-06 (\$2,247.74); and

WHEREAS, the John Deere Z930M Mower has a price of \$12,753.91 and the various outdoor power equipment has a total has a price of \$5,181.26 for a total price of \$17,935.17; and

WHEREAS, public bids are not required when the purchase is under Co-Op Agreements in accordance with N.J.S.A. 40A:11-12, of the Local Public Contracts Law;

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 a John Deere Z930M Mower and various outdoor power equipment in the total amount of \$17,935.17.

Certification of Funds

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$17,935.17 will be available in account: C-04-24-003-003 Public Works Equip-Var-Tools & Equip,



Dan Balka, Chief Financial Officer

Dated:

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION 25-067

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN
CONTRACT FOR RENOVATIONS AT THE SOUTH AMBOY FIRST AID BUILDING**

WHEREAS, the City of South Amboy has a need to acquire bathroom renovations at the South Amboy First Aid building as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS the purchasing agent has determined and certified in writing that the value of the capital acquisition will exceed \$17,500; and,

WHEREAS the anticipated total cost of the 2025 capital purchase of the bathroom renovations is \$22,000.00 and the contract will not be extended; and,

WHEREAS Neumann Construction, 429 David Street, South Amboy NJ 08879 has submitted a proposal dated January 2, 2025 indicating they will provide the bathroom renovations for the total cost of \$22,000.00; and,

WHEREAS Neumann Construction has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate committee in the City of South Amboy with the elected officials in the previous one year, and that the contract will prohibit them from making any reportable contributions through the term of the contract; and,

WHEREAS the Finance Director has determined that sufficient funds are available for this contract, in the amount not to exceed \$22,000.00 for the year 2025; and,

NOW THEREFORE, BE IT RESOLVED that the Council of the City of South Amboy authorizes the Purchasing Agent, Kristal Manion, to enter into a contract with Neumann Construction as described herein; and,

BE IT FURTHER RESOLVED that the Political Contribution Disclosure, Statement of Ownership Disclosure, Business Disclosure Entity Disclosure Certification and the Determination of Value be placed on file with this resolution.

Certification of Funds

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amounts of \$11,500.00 and \$10,500.00 will be available in accounts: C-04-23-001-006 SAFA Building Reno/Improv and C-04-24-001-002 Various City Facility Improv



Dan Balka, Chief Financial Officer

Dated:

RESOLUTION NO. 25-068

**A RESOLUTION HONORING AND RECOGNIZING THE MILITARY
SERVICE OF RESIDENTS IN THE CIVIC AFFAIRS OF THE CITY OF
SOUTH AMBOY**

WHEREAS, the Mayor and Council of the City of South Amboy recognize the importance of publicly recognizing and honoring veterans for their service in the normal course of carrying out local government functions;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of South Amboy that the following goals are hereby established:

- 1) That the City proactively notify veteran-owned businesses registered with the State of New Jersey (https://www20.state.nj.us/TYTR_SAV1/vendorSearch.jsp) of each public bid opportunity by posting notice of same at the New Jersey Veterans Chamber of Commerce <https://njveteranschamber.com>, at a location on the City website designated to provide information for veterans, or at another location deemed practicable to provide meaningful notice to veteran-owned businesses.
- 2) That in the hiring of employees, the City, subject to all applicable Civil Service regulations, and all state and federal laws concerning hiring and employment, shall make a good faith effort to achieve a goal of a minimum 5% veteran workforce;
- 3) That where not prohibited by State law, a discount or waiver be established where possible for veterans on certain local license and permit fees and a full waiver on certain local license or permit fees for Purple Heart recipients;
- 4) That three preferred parking spaces be designated for veterans: one at South Amboy City Hall; one at the South Amboy YMCA; and one at the municipal commuter parking lot located at 131 South Broadway);
- 5) That the City faithfully hold a public celebration honoring the service of Veterans on Veterans Day of each year and that such celebration include public recognition of the service of one or more residents of the community who have served in the military.

MINUTES FOR COUNCIL MEETING JANUARY 22, 2025

The Meeting was called to order by Vice President Dato at 7:00 P.M. The City Clerk read the Opening Prayer, all recited the Pledge of Allegiance and roll call was taken.

PRESENT: Councilman Conrad, Councilman Dato, Councilman Lenahan and Councilman Reilly. Absent: Councilman Gross

ALSO PRESENT: Mayor Fred A. Henry, Dan Balka, CFO, Deborah Brooks, City Clerk, Mark Rasimowicz, City Engineer, Kevin McManimon, Esq. (Francis Womack, Director of Law arrived at 7:27), BA Kales, OEM Director Herdman, Fire Chief Albarran and Capt. Mike Kelly

The Clerk read the Certification of Meeting Notice.

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: Mr. Conrad of the Council of the City of South Amboy, that Resolution NO. 25-052 through NO. 25-060 are hereby approved. **SECONDED by:** Mr. Lenahan. **ROLL CALL VOTE: All in favor. Absent: Gross**

- NO. 25-052 RESOLUTION AUTHORIZING THE PERSON-TO-PERSON TRANSFER OF PLENARY RETAIL CONSUMPTION POCKET LICENSE NO. 1220-33-011-006 – LYNCH TO KACIC
- NO. 25-053 RESOLUTION OF THE MUNICIPALITY OF CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AUTHORIZING THE APPOINTMENT OF BEVERLY J. JOHNS AS TAX ASSESSOR
- NO. 25-054 RESOLUTION AUTHORIZING THE RELEASE OF THE CASH BOND TO RHETT HUFF – 243 GORDON STREET – BA-18-1016
- NO. 25-055 RESOLUTION AUTHORIZING A CONTRACT WITHOUT PUBLIC ADVERTISING DUE TO AN EMERGENCY SEWER REPAIR AT 108 DAVID STREET
- NO. 25-056 RESOLUTION APPROVING JANUARY 1, 2025 – DECEMBER 31, 2029 MUNICIPAL EMPLOYEES UNION OF SOUTH AMBOY (MEUSA) AGREEMENT
- NO. 25-057 RESOLUTION ADOPTING THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS' CALCULATION OF SOUTH AMBOY'S FOURTH ROUND PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS
- NO. 25-058 AUTHORIZING AGREEMENT FOR SHARED SERVICES WITH WOODBRIDGE TOWNSHIP FOR ANIMAL CONTROL SERVICES

NO. 25-059 RESOLUTION AUTHORIZING PLENARY RETAIL DISTRIBUTION LICENSE NO. 1220-44-001-008 RENEWAL FOR 2023-2024

NO. 25-060 RESOLUTION AUTHORIZING PLENARY RETAIL DISTRIBUTION LICENSE NO. 1220-44-001-008 RENEWAL FOR 2024-2025

DISCUSSION:

- 1) VETERAN FRIENDLY CITY RESOLUTION – Mr. Reilly stated he is happy to see the Resolution moving forward and requested that 3 parking spaces be allotted, not 2 and that full fees be waived for purple heart recipients. Mr. Conrad questioned what the point to garnering the certification would be, especially as the City is already providing most of the services mentioned in the Resolution.

RESOLUTION NO. 25-061
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 January 6, 2025 Council Meeting.

MOVED by: Mr. Conrad of the Council of the City of South Amboy, that Resolution No. 25-061 is hereby approved. **SECONDED by: Mr. Reilly** **ROLL CALL VOTE: All in favor. Mr. Gross - absent**

RESOLUTION NO. 25-062
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 January 16, 2025, as presented by the Chief Financial Officer.

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

MOVED by: Mr. Conrad of the Council of the City of South Amboy, that Resolution No. 25-062 is hereby approved. **SECONDED by: Mr. Lenahan.** **ROLL CALL VOTE: All in favor. Absent – Mr. Gross**

ORDINANCE

INTRODUCTION/FIRST READING

ORDINANCE 2025-01

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 –ADD 113 AUGUSTA STREET - LAMOT

MOVED by: Mr. Conrad, that Ordinance #2025-01 be introduced on first reading and advertised for second reading which is scheduled for the February 19, 2025 meeting.

SECONDED by: Mr. Reilly, **ROLL CALL VOTE:** All in favor. Absent – Mr. Gross

ORDINANCE 2025-02

AN ORDINANCE ENTITLED AN ORDINANCE TO FIX NON-UNION MINIMUM AND MAXIMUM SALARIES

MOVED by: Mr. Conrad, that Ordinance #2025-02 be introduced on first reading and advertised for second reading which is scheduled for the February 19, 2025 meeting.

SECONDED by: Mr. Reilly, **ROLL CALL VOTE:** All in favor. Absent – Mr. Gross

ORDINANCE 2025-03

AN ORDINANCE ENTITLED AN ORDINANCE TO FIX UNION SALARIES

MOVED by: Mr. Conrad, that Ordinance #2025-03 be introduced on first reading and advertised for second reading which is scheduled for the February 19, 2025 meeting.

SECONDED by: Mr. Lenahan, **ROLL CALL VOTE:** All in favor. Absent – Mr. Gross.

COMMENTS:

Mr. Conrad:

- Thanked Ms. Dato for presiding at this evening’s meeting.
- Thanked the Fire Department and First Aid volunteers for keeping us safe particularly in this challenging weather.
- Noted that the food pantry is in need of volunteers to help load/unload etc. Please see Mark Herdman for details.
- Noted this past Monday was Martin Luther King Day and he was happy to see the Mayor’s office posting a note recognizing the day. Dr. King was a great communicator and Mr. Conrad hopes that next year the City has a program celebrating Dr. King’s accomplishments.
- Stated he had spoken with the Mayor’s office and he is confident that the obligations to make the LOSAP payments whole will be met.

Mr. Reilly:

- Thanked the food pantry and first aid volunteers noting it is not easy to do the work in this weather.
- Thanked everyone for the support given to his family and himself at the passing of his brother.
- Reported there will be a flower sale at Independence Fire House on 2/13 from 8am to 7pm, and 2/14 8am to 5pm.
- Noted the Rotary is having a football pool with proceeds going to veterans.
- Reported he had met with the Fire Chiefs and there is a real need for volunteers.

Mr. Lenahan:

- Thanked everyone who had come out to the meeting “ on such a balmy night”!
- Sent condolences to Mr. Reilly and his family as well as the Delucia family.
- Thanked the volunteers and first responders.
- Reported the seniors are having a Valentine’s Day party on 2/14 at noon.
- Reported the Rotary is having a father/daughter dance on February 21st.
- Reiterated that Independence Fire House is having their annual flower sale.

Ms. Dato:

- Sent her condolences to the Reilly family.

- Commented on the article Mr. Reilly had published in the SA Times encouraging everyone to check on their elderly neighbors during these cold winters.
- Reported the library has employed a social worker as an added resource.
- Noted there will be a meeting at the Middle High School Media Center on January 23rd to discuss the upcoming referendum.
- Encouraged everyone to be conscientious in removing snow and ice from their sidewalks in a timely manner, especially as the children are walking to school.

Mayor Henry:

- Sent his condolences to the Reilly and Delucia families.
- Reported the BOE will be holding three public meetings about the upcoming referendum, 1/23, 2/18 and 3/4. Get informed and make an educated vote.
- Reported St. Mary's is having a blood drive on February 16th.
- Reported City Hall will be having new hours. Monday, Tuesday and Thursday will remain 8:30am to 4pm. Wednesday will be 8:30 am to 6pm and Friday will be 8:30 am to 1pm. This will give residents one day with evening hours.
- Congratulated Katie-Rose Walenty on her upcoming maternity leave.
- The red-cross is only accepting cash donations for the California Fires at the moment. Please help if you can.

Mr. Kales:

- Sent his condolences to the Reilly and Delucia families.
- Reported that in addition to the new hours, the City has appointed a new Tax Assessor, Beverly Johns; she will have open hours from 4pm to 6pm on Wednesdays.
- Noted that this year's LOSAP will be paid out and the shortfall payments will be in the 2025 budget.

PUBLIC COMMENTS:

Mary Szaro, 370 Fifth Street, stated that there is nothing in the City Code regarding the COAH numbers and the 2017 master plan needs to be updated. She asked who would be in charge of the updates to the Code and the 2025 COAH plans.

Joe Szaro, 370 Fifth Street, Commander of Luke A. Lovely Post #62 stated that he was happy to see the proposed resolution for Veteran City certification. He would like to see the changes recommended by Mr. Reilly and didn't want to see the language in #2 of the resolution to hold up the entire thing. Mr. Womack will review the resolution language and the Council is looking forward to passing it. Mr. Szaro sent his condolences to the Reilly family.

Brandon Russell, 1355 Schindler Ave., sent his condolences to the Reilly family. He thanked the Mayor and Mr. Kales for bringing up the referendum vote. He is against the referendum and suggested that instead the money raised by the PILOT program go toward the BOE budget. He stated his disappointment at not being appointed to the Municipal Alliance committee. Ms. Dato noted that money from the PILOT had been used to provide chrome books to the students during COVID. The Mayor and Mr. Kales noted that there have only been 21 students added to the school system since Station Bay has been opened.

Greg Babilak, noted he appreciated the kind sentiment he received from the Council and Administration during his sons illness and thanked Mr. Womack for his weekly check in calls. He also thanked Ms. Dato for coming to visit with his mother in law. He asked if it would be appropriate for the Council members to give their opinion on the referendum question. Mr. Womack noted as it is a personal decision tonight's meeting would not be an appropriate

venue. Lastly, he stated his concerns about the reckless operation of people on electric bikes and requested a change in the laws to increase safety.

ADJOURNMENT

On motion by Mr. Conrad, seconded by Mr. Lenahan and passed unanimously, the meeting was adjourned at 8:06 pm.

Respectfully submitted,

Deborah Brooks
Municipal Clerk

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor # P.O. # Item Description	PO Date	Name	Description	Amount	Charge Account	Acct Type	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
BSNSP005 25-00109 1 SAYAA Equipment 2025	01/15/25	BSN Sports LLC	SAYAA Equipment 2024	\$6,066.69	5-01-28-370-115	B	Recreation: Material & Supplies		R		01/15/25	01/31/25	928553220		N
Vendor Total:			\$6,066.69												
C0000002 25-00197 1 1/15/25-2/14/25 - SAFA	01/22/25	Cablevision of Raritan Valley	1/15/25-2/14/25 - SAFA	\$73.82	5-01-31-430-245	B	Utilities - Internet	25-00010	C		01/22/25	01/30/25			N
25-00253 1 1/22/25-2/21/25 - Protection	01/29/25		1/22/25-2/21/25 - Protection	\$184.95	5-01-31-430-245	B	Utilities - Internet	25-00010	C		01/10/25	01/31/25			N
Vendor Total:			\$258.77												
C0000016 25-00264 1 Business Cards - Jay Kennedy	01/29/25	Copyshop Office Supply & Business Cards - Jay Kennedy		\$90.00	5-01-22-195-299	B	Miscellaneous Other Expenses		R		01/29/25	01/31/25	5455		N
Vendor Total:			\$90.00												
C0000041 25-00240 1 DPW Generator - battery	01/28/25	Cooper Power Systems Div. of DPW Generator - battery		\$200.00	4-01-26-310-150	B	B&G: Other Contractual Services		R		01/28/25	01/31/25	S056859512.003		N
Vendor Total:			\$200.00												
C0000086 25-00126 1 1/10/25 inv.4217537572	01/16/25	Cintas Corporation No. 2	1/10/25 inv.4217537572	\$209.85	5-01-26-305-045	B	Solid Waste: Clothing & Uniforms	25-00014	C		01/14/25	01/30/25	4217537572		N
25-00224 1 1/17/25 inv.4218221827	01/24/25		1/17/25 inv.4218221827	\$221.22	5-01-26-305-045	B	Solid Waste: Clothing & Uniforms	25-00014	C		01/14/25	01/30/25	4218221827		N
Vendor Total:			\$431.07												
CARDI005 24-02650 1 ADULT DEFIB PADS 12-6-24	12/09/24	Cardio Partners, Inc	ADULT DEFIB PADS 12-6-24	\$707.46	4-01-25-240-065	B	Police: Food and First Aid Supplies		R		12/09/24	01/31/25	INV3528945		N
Vendor Total:			\$707.46												
DONGI005 25-00139 1 LUNCH & LEARN	01/17/25	Don Giovanni Italian Lunch & Learn refreshments		\$203.40	5-01-28-371-065	B	Senior Citizens: Food & First Aid Supply		R		01/17/25	01/30/25	0086757619652		N

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor # P.O. # Item Description	Name PO Date	Description Amount	Charge Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl Date
DONGI005	Don Giovanni Italian			Account Continued							
Vendor Total:		\$203.40									
E0000001 25-00286	E&G Exterminators, Inc. 01/31/25	Jan'25 Exterminator Services		B	25-00005	C					
1 Jan'25 Exterminator Services		\$125.00	5-01-26-310-150	B	B&G: Other Contractual Services		R	01/10/25	01/31/25	657764	N
Vendor Total:		\$125.00									
F0000005 25-00075	Fire & Safety Services, Ltd. 01/10/25	Switch for Siren - Fire Truck		B							
1 Switch for Siren - Fire Truck		\$65.97	5-01-26-315-155	B	Vehicle Mainten Parts & Accessories - IR			01/10/25	01/31/25	1025-00626	N
Vendor Total:		\$65.97									
I0000005 24-02762	Institute for Forensic Psychol 12/23/24	Psych Eval new recruits x3		B							
1 Psych Eval new recruits x3		\$1,650.00	4-01-23-220-299	B	Employee Group Ins: Misc Other Expe		R	12/20/24	01/31/25	21734	N
Vendor Total:		\$1,650.00									
ICCGE005 25-00129	ICC General Code, Inc. 01/17/25	2025 ecode360 annual maint.		B							
1 2025 ecode360 annual maint.		\$1,195.00	5-01-20-110-299	B	Mayor/Council: Misc Other Expenses		R	01/17/25	01/30/25	GC00128702	N
Vendor Total:		\$1,195.00									
J0000004 25-00199	Jersey Central Power & Light Co 01/22/25	Acct: 120 007 077 445		B							
1 Acct: 120 007 077 445		\$100.00	5-01-31-430-200	B	Utilities - Electric		R	01/22/25	01/30/25	90947156	N
25-00200	Camera Accounts Dec'24-Jan'25			B							
1 Camera Accounts Dec'24-Jan'25		\$17.86	4-01-31-430-200	B	Utilities - Electric		R	01/22/25	01/30/25	95428278303	N
2 100 144 970 363		\$17.86	4-01-31-430-200	B	Utilities - Electric		R	01/22/25	01/30/25	95428278301	N
3 100 144 274 204		\$17.87	4-01-31-430-200	B	Utilities - Electric		R	01/22/25	01/30/25	95578098129	N
4 100 144 970 249		\$17.86	4-01-31-430-200	B	Utilities - Electric		R	01/22/25	01/30/25	95428278298	N
5 100 144 970 173		\$17.93	5-01-31-430-200	B	Utilities - Electric		R	01/22/25	01/30/25	95428278297	N
6 100 144 970 348		\$17.86	4-01-31-430-200	B	Utilities - Electric		R	01/22/25	01/30/25	95428278299	N
7 100 144 970 355		\$17.86	4-01-31-430-200	B	Utilities - Electric		R	01/22/25	01/30/25	95428278300	N
8 100 144 998 315		\$17.86	4-01-31-430-200	B	Utilities - Electric		R	01/22/25	01/30/25	95428278304	N
9 100 144 970 488		\$17.87	4-01-31-430-200	B	Utilities - Electric		R	01/22/25	01/30/25	95428278302	N
10 100 144 274 279		\$17.87	4-01-31-430-200	B	Utilities - Electric		R	01/22/25	01/30/25	95578098130	N
11 100 144 165 709		\$17.88	4-01-31-430-200	B	Utilities - Electric		R	01/22/25	01/30/25	95578098128	N

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor # P.O. # Item Description	PO Date	Name	Description Amount	Charge Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl
V0000001	1 1/15/25	450-717-047-0001-08	Verizon	Verizon	Account Continued							
			\$6.55	5-01-31-430-240	B	Utilities - Telephone	R		01/23/25	01/30/25		N
			\$195.55									
V0000002	1 1/22/25	25-00195	Verizon Wireless	Dec:24 acct.982635089-00001	B	24-00025	C					
			\$1,972.22	4-01-31-430-240	B	Utilities - Telephone	R		02/27/24	01/30/25	6103572244	N
				1/21/25 acct.842199803-00001	B	Utilities - Internet	R		01/29/25	01/31/25	6104183313	N
			\$380.44	4-01-31-430-245	B	Utilities - Internet	R					
			\$2,352.66									
VERIZO20	1 1/14/25	25-00198	Verizon - broadband	1/14/25 756-745-729-0001-96	B	Utilities - Internet	R		01/22/25	01/30/25		N
			\$79.00	5-01-31-430-245	B	Utilities - Internet	R		01/29/25	01/31/25		N
			\$8.85	5-01-31-430-245	B	Utilities - Internet	R		01/30/25	01/31/25		N
			\$99.00	5-01-31-430-245	B	Utilities - Internet	R					
			\$186.85									
W0000002	1 1/22/25	25-00169	West Group - Thomas Reuters	CLEAR PRGRM MONTHLY FEE DEC 24	B	Police: General Equipment and MachinR			01/22/25	01/30/25	851037751	N
			\$290.00	4-01-25-240-070	B							
			\$290.00									
W0000017	1 1/09/25	25-00049	W.B. Mason	Office Supplies	B	Code: Office Supplies	R		01/09/25	01/31/25	251739811	N
			\$35.69	5-01-22-195-145	B							
			\$208.80	5-01-20-100-145	B	Admin: Office Supplies	R		01/17/25	01/31/25	251778130	N
			\$28.92	5-01-26-310-145	B	B&G: Office Supplies	R		01/21/25	01/31/25	251828624	N
			28.92	5-01-26-310-145	B	B&G: Office Supplies	R		01/28/25	01/31/25	CM3436707	N
			\$18.28	5-01-26-310-145	B	B&G: Office Supplies	R		01/28/25	01/31/25	251981728	N
			\$18.28									
			Three whole punch									
			\$22.35	5-01-20-110-145	B	Mayor/Council: Office Supplies	R		01/22/25	01/31/25	251856653	N

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor # P.O. # Item Description	Name PO Date	Description Amount	Charge Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
W0000017	W.B. Mason	Account Continued										
25-00184	01/22/25	10 Reams of Copy paper										
1 10 Reams of Copy Paper		\$34.80	5-01-28-371-175	B	Senior Citizens: Photo & Fax Machine	R		01/22/25	01/31/25	251854381	N	
25-00202	01/23/25	Interoffice Envelopes all Dept										
1 Interoffice Envelopes all Dept		\$19.80	5-01-20-100-145	B	Admin: Office Supplies	R		01/23/25	01/31/25	251899138	N	
		\$19.80	5-01-20-120-145	B	Clerk: Office Supplies						N	
		<u>\$39.60</u>										
25-00207	01/23/25	MULTI POCKET FOLDER										
1 MULTI POCKET FOLDER		\$26.97	5-01-20-145-145	B	Revenue: Office Supplies	R		01/23/25	01/31/25	251950651	N	
2 DISTILLED WATER		\$7.08	5-01-20-145-145	B	Revenue: Office Supplies	R		01/23/25	01/31/25	251921485	N	
		<u>\$34.05</u>										
25-00217	01/24/25	Office Supplies										
1 Office Supplies		\$52.46	5-01-20-100-145	B	Admin: Office Supplies	R		01/24/25	01/31/25	251921627	N	
		Vendor Total: \$446.03										
W0000036	Woodbridge Dept. of Health and											
25-00228	01/24/25	10/1-12/31/24 - Animal Control										
1 10/1-12/31/24 - Animal Control		\$6,050.00	4-01-27-340-095	B	Animal Control Maintenance Agreement	R		01/24/25	01/30/25	102	N	
		Vendor Total: \$6,050.00										

Total Purchase Orders: 93 Total P.O. Line Items: 145 Total List Amount: \$308,318.73 Total Void Amount: \$0.00

Totals by Year-Fund	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
Fund Description							
CURRENT FUND	4-01	\$48,615.68	\$0.00	\$48,615.68	\$0.00	\$0.00	\$48,615.68
CURRENT FUND	5-01	\$259,568.11	\$0.00	\$259,568.11	\$0.00	\$0.00	\$259,568.11
GRANT FUND	G-02	\$134.94	\$0.00	\$134.94	\$0.00	\$0.00	\$134.94
Total Of All Funds:		\$308,318.73	\$0.00	\$308,318.73	\$0.00	\$0.00	\$308,318.73

ORDINANCE 2025-04

AN ORDINANCE ADDING A NEW CHAPTER 158 TO THE CODE OF THE CITY OF SOUTH AMBOY “TREE PRESERVATION”

BE AND IT IS HEREBY ORDAINED by the Council of the City of South Amboy, Middlesex County, New Jersey, that the Code of the City of South Amboy be amended and supplemented as follows:

Add: Chapter 158

Tree Preservation

§158-1 Findings; purpose

The South Amboy City Council finds that indiscriminate, uncontrolled and excessive destruction, as well as the removal and cutting of trees on lots and tracts of land within the City may cause:

- A.** Increased drainage control cost.
- B.** Increased soil erosion and sedimentation.
- C.** Decreased fertility of the soil.
- D.** Degradation of water resources.
- E.** Decreased groundwater recharge.
- F.** Increased buildup of atmospheric carbon.
- G.** The establishment of a heat island effect.
- H.** Increased dust and pollution.

These effects could impact the character of the City by decreasing property values, rendering the land unfit and unsuitable for its most appropriate use, and otherwise adversely affecting the health, safety and welfare of the inhabitants of the City. The City desires to regulate and control indiscriminate and excessive cutting of trees within the City. The City strives to preserve the maximum possible number of trees within the City as well as to protect larger, older specimens of trees, and in addition, to promote the preservation of existing trees.

It is recognized that there is a strong relationship between the integrity of the City's water resources, development on steep slopes, tree removal, soil disturbance, stormwater management and the general use of the land resources; and there is also

a correlation between increased air pollution and high density residential and commercial or industrial uses. Therefore, the City finds that the appropriate management of these resources is an important health, safety and general welfare concern.

§158-2 Definitions

The following words and expressions used in this chapter shall have the following meanings, unless the context clearly indicates a different meaning:

APPLICANT

Any "person", as defined below, who applies for approval to remove trees regulated under this ordinance.

CALIPER

Caliper indicates the diameter of the trunk of a young tree measured six inches above the soil line. For young trees whose caliper exceeds four (4) inches, the measurement is taken 12 inches above soil line.

CRITICAL ROOT RADIUS (CRR)

The zone around the base of a tree where the majority of the root system is found. This zone is calculated by multiplying the diameter at breast height (DBH) of the tree by 1.5 feet. For example: a tree with a 6" DBH would have a CRR = 6"x1.5' = 9'.

DIAMETER AT BREAST HEIGHT (DBH)

The diameter of the trunk of a tree generally measured four and one-half (4-1/2) feet above ground level from the uphill side of the tree. Trees utilized in the replacement of existing trees or proposed as part of a landscape plan, shall be measured 12 inches above ground level for trees over a four inch caliper. The measurement shall be six inches above grade for trees up to four inch caliper (nursery method). Diameter at point of measurement may appear as the abbreviation "DPM."

HAZARD TREE

A tree or limbs thereof that meet one or more of the criteria below. Trees that do not meet any of the criteria below and are proposed to be removed solely for development purposes are not hazard trees.

1. Has an infectious disease or insect infestation;
2. Is dead or dying;
3. Obstructs the view of traffic signs or the free passage of pedestrians or vehicles, where pruning attempts have not been effective;
4. Is causing obvious damage to structures (such as building foundations, sidewalks, etc.); or
5. Is determined to be a threat to public health, safety, and/or welfare by a certified arborist or Licensed Tree Expert (LTE), if retained by the City and not by third-parties.

HERITAGE TREE

Any tree located on public or private property, which because of factors including but not limited to its history, girth, height, species, facilitation of wildlife habitat or unique quality, has been found by the Governing Body to have a special significance to the community shall be designated as a heritage tree.

INVASIVE TREE

Any tree included in the City of South Amboy's Invasive Species List, Chapter 41-7, or included on the New Jersey Department of Environmental Protection's 'Do Not Plant List' as updated from time to time. This definition shall also include a tree reproducing outside its native range and outside cultivation that disrupts naturally occurring native tree communities by altering structure, composition, natural processes or habitat quality.

PERSON

Any individual, resident, corporation, utility, company, partnership, firm, or association, including a home owners' association ("HOA"). For purposes of this section, a home owners' association shall be defined as an organization in a residential community that creates and enforces rules for the properties and residents that fall within its jurisdiction.

PLANTING STRIP

The part of a street right-of-way between the public right-of-way and the portion of the street reserved for vehicular traffic or between the abutting property line and the curb or traveled portion of the street, exclusive of any sidewalk.

REPLACEMENT TREE

A nursery grown certified tree, properly balled, and marked with a durable label indicating genus, species and variety, and satisfying the standards for nursery stock and installation thereof, set forth by the American Association of Nurserymen.

STREET TREE

A tree planted in the sidewalk, planting strip, and/or in the public right-of-way adjacent to (or specified distance from) the portion of the street reserved for vehicular traffic. This also includes trees planted in planting strips within the roadway right-of-way, i.e., islands, medians, pedestrian refuges.

TREE

A woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.

TREE REMOVAL

To kill or to cause irreparable damage that leads to the decline and/or death of a tree. This includes, but is not limited to, excessive pruning, application of substances that are toxic to the tree, over-mulching or improper mulching, and improper grading and/or soil compaction within the critical root radius around the base of the tree that leads to the decline and/or death of a tree. Removal does not include responsible pruning and maintenance of a tree, or the application of treatments intended to manage invasive species.

TREE REMOVAL AND REPLACEMENT PLAN

A specific plan for replacement of removed trees in accordance with the provisions of this chapter.

TREE REMOVAL PERMIT

License issued by the Conservation Officer or City Designee to remove or destroy a tree or trees.

§158-3 Establishment of Conservation Officer.

There shall be appointed and designated an official whose formal title shall be "Conservation Officer of the City of South Amboy." This official shall perform his or her duties under the supervision of the Department of Community Development and the Business Administrator and shall be charged with the inspection of sites for which permit applications are filed under this chapter as well as the administration and enforcement of the tree removal and protection requirements of this chapter.

§158-4 Cutting or removal restricted.

Subject to the exemptions set forth herein, no person shall cut or remove, or cause to be cut or removed, any tree upon any lands within the City, unless the cutting or removal is accomplished in accordance with the provisions of this chapter.

§158-5 Tree removal permits; permit required.

A. Permit required.

(1) No person shall remove or destroy or cause to be or allow to be removed or destroyed any tree of four inch caliper or larger without first obtaining a tree removal permit unless exempt under this chapter. Tree removal permits shall be issued by the Conservation Officer or City Designee.

(2) Where the tree removal is for the construction of any building, driveway, recreation area or anything else for which a building permit is required, no building permit shall be issued until the applicant, unless exempt, has obtained any permit(s) required under this chapter.

(3) Where a tree is proposed to be removed in conjunction with an application for development that required approval by the Planning/Zoning Board of Adjustment, a tree removal permit under this section shall be required, in addition to all other requirements of this chapter, including the tree replacement requirements, which shall apply and be satisfied by the applicant as a condition of approval by the Planning/Zoning Board.

(4) Where a tree is proposed to be removed from the City public property by a private party and is not associated with a development application pending before the Planning/Zoning Board.

B. Permit application. Applications for a permit shall be made to the Conservation Officer through the Department of Community Development and shall contain the following information:

(1) The name and address of the applicant.

(2) The name and address of the owner of the property from which the tree(s) are to be removed.

(3) Location on the property of the tree(s) to be removed, indicated on the Tree Removal and Replacement Plan.

(a) The plan shall indicate all tree(s) to be removed, specifically by an assigned number, and the caliper of each tree.

(b) The plan shall indicate all tree(s) to remain, and proposed replacement trees, specifically by an assigned number.

(c) The plan shall indicate a limit of disturbance line.

(4) Any other information which may reasonably be required to enable the application to be properly evaluated including, but not limited to, a description of the purpose for which this application is to be made; e.g. clearing land for agricultural use, harvesting timber, fire protection, private parks, scenic improvements, hardship, danger to adjacent properties, removal of diseased or damaged trees, transplanting or removal in a growing condition to other locations, installation of utilities, or drainage of surface water.

C. No tree shall be removed until municipal officials have reviewed and approved the removal via permit.

D. Any person who removes one or more street tree(s) with a DBH of 2.5" or more, unless exempt under Chapter 158-6, shall be subject to the requirements of the Tree Replacement Requirements Table below. Any person, who removes one or more tree(s), as defined as Tree removal, with a DBH of 6" or more, unless otherwise detailed under Chapter 158-6, shall be subject to the requirements of the Tree Replacement Requirements Table.

E. Permit Fees. Upon application for a tree removal permit, the applicant shall be charged the following fees provided, however, that there shall be no charge for permit fees for a period of six months following the enactment of this ordinance:

(1) Application: \$50.00.

(2) For new residential building lots: \$25.00 per tree, up to a maximum of \$300.00 per lot, irrespective of lot size.

(3) For all other properties: \$25.00 per tree to be removed, up to a maximum of \$600.00 for each acre, or part thereof, to be cleared.

(4) These permit fees are in addition to replacement tree obligations or in-lieu contributions.

F. Time limit. All tree removal permits shall be limited to one year from date of issuance. If the approved tree removal has not occurred within one year, a new permit must be applied for and the applicant is again subject to the payment of a permit fee.

§158- 6 Exemptions:

A. All persons and home owners' associations shall comply with the tree replacement standard outlined above, except in the cases detailed below. Proper justification shall be provided, in writing, to the municipality by any person claiming an exemption. Such documentation may include pictures and documentation from an arborist or tree expert licensed in the State of New Jersey, or such other documentation as may be requested by City officials.

B. Residents and home owners' associations who remove less than two (2) trees per acre, or two per resident's property or two per HOA property, whichever is greater, that fall into category 1, 2, or 3 of the Tree Replacement Requirements Table within a five-year period. Calculation of the number of trees removed shall be a rolling count across a five-year period. For example, if 2 trees from category 1 are removed in July 2023, the 'count' resets to zero in July 2028. However, if 1 tree from category 1

is removed in July 2023 and another in July of 2025 the first tree will come off the count in July 2028 and the second in July 2030.

- C. Tree farms in active operation, nurseries, fruit orchards, and garden centers;
- D. Properties used for the practice of silviculture under an approved forest stewardship or woodland management plan that is active and on file with the municipality;
- E. Any trees removed as part of a municipal or state decommissioning plan. This exemption only includes trees planted as part of the construction and predetermined to be removed in the decommissioning plan.
- F. Any trees removed pursuant to a New Jersey Department of Environmental Protection (NJDEP) or U.S. Environmental Protection Agency (EPA) approved environmental clean-up, or NJDEP approved habitat enhancement plan;
- G. Approved game management practices, as recommended by the State of New Jersey Department of Environmental Protection, Division of Fish, Game and Wildlife; G. Hazard trees may be removed with no fee or replacement requirement.
- H. Invasive Trees as defined in this Chapter, and confirmed by City officials to be Invasive Trees, may be removed with no fee or replacement requirement unless replacement is required as part of a site plan or other approval.

§158-7 Tree Escrow Fund Established

A Tree Escrow Fund shall be established by the City to promote environmental enhancement programs such as tree planting, tree preservation, park plantings, landscaping and/or other related projects on or within publicly owned properties or facilities. A separate trust account shall be established to receive and disburse replacement tree contributions under the supervision of the City CFO. Appropriations from the Tree Escrow Fund shall be authorized by the Mayor and shall be used in accordance with the recommendations of the Conservation Officer and/or City Engineer.

§158-8 Replacement trees.

Any tree removed pursuant to this chapter, unless exempt from replacement requirements, shall be replaced based on the following:

A.

CATEGORY	TREE REMOVED	TREE REPLACEMENT CRITERIA	DOLLAR AMOUNT PAYMENT IN LIEU OF PLANTING
1	DBH of 2.5" (for street trees) or 4" (for non-street trees) to 12.99"	Replant 1 tree with a minimum tree caliper of 1.5" for each tree removed	\$500.00 per replacement tree
2	DBH of 13' to 22.99"	Replant 2 trees with minimum tree calipers of 1.5" for each tree removed.	\$1,000.00 per replacement tree
3	DBH of 23" to 32.99"	Replant 3 trees with minimum tree calipers of 1.5" for each tree removed.	\$1,500.00 per replacement tree
4	DBH of 33" or greater	Replant 4 trees with minimum tree calipers of 1.5" for each tree removed.	\$2,000.00 per replacement tree

B. The applicant will receive a one for one replacement tree credit should stands of 10 or more trees greater than four inches in caliper be preserved within the limit of disturbance line.

C. All replacement trees shall be replaced in kind with a tree that has an equal or greater DBH than the tree removed, or shall meet the Tree Replacement Criteria in the table above, and shall be planted on-site in accordance with the foregoing. However, if one or more of the following conditions exist, the Conservation Officer or City Designee, upon consideration of such documentation, evidence or professional reports as may be appropriate, certain replacement trees may be planted

off-site, provided however, that every attempt should be made to keep as many trees on the site as possible:

(1) The site in question cannot physically accommodate the total replacement amount of trees, and the applicant contributes an amount equal to the calculated monetary value of the unreplaced trees to the Tree Escrow Fund; or

(2) The Conservation Officer or City Designee and applicant agree in writing that the applicant shall make payment to the Tree Escrow Fund based upon the above chart; or

(3) The Conservation Officer or City Designee and applicant agree in writing that the applicant shall plant replacement trees off-site on municipally owned property pursuant to a tree planting plan.

D. Trees required to be planted in accordance with site plan or subdivision approval by the Planning/Zoning Board shall be counted towards an applicant's tree replacement obligation.

E. All replacement trees shall be planted within twelve (12) months of the date of removal of the original tree(s) unless the municipality shall in writing or by resolution specify an alternative date.

F. All replacement trees shall be monitored by the applicant for a period of two (2) years from the date of planting to ensure their survival and, if necessary, the applicant shall replace any non-viable replacement tree within twelve (12) months and shall thereafter monitor the viable replacement for a period of two years.

G. No tree planted in containers, pots, or other temporary vessels or structures shall be considered a replacement tree.

H. No tree identified in the List of Invasive Plants and Species in Chapter 41-7 of the City Code shall be planted in the City of South Amboy and none shall qualify as a replacement under this Chapter.

§158-9 Criteria for Tree Removal Without Replacement Trees

A. Existing residential property, homeowners' associations

Any proposed tree removal occurring where a homeowners' association exists must present formal approval by the ruling body of the Association or its designee prior to obtaining a tree removal permit.

B. Other criteria.

(1) The Conservation Officer or City Designee shall approve the removal of a tree, without requiring replacement trees or payment into the Tree Escrow Fund, if the following criteria apply:

(a) The tree is located on a parcel for which Preliminary or Final Subdivision or Site Plan approval was obtained prior to the adoption of this Ordinance and it cannot be relocated on the site because of its age, type or size; or

(b) The tree is dead, diseased, injured, in danger of falling, interferes with existing utility service, creates an unsafe condition, or its continued presence conflicts with any other Ordinances or regulations.

§158-10 Enforcement

The requirements of this chapter shall be enforced by the Conservation Officer or City Designee. Upon ascertaining a violation of this chapter, the Conservation Officer or City Designee shall bring charges in the Municipal Court as provided in this chapter. In addition to other remedies, the Conservation Officer or other proper municipal official may institute any appropriate legal action to prevent a continuing violation of the terms of this chapter.

§158-11 Violations and Penalties

Any person, firm, partnership, home owners' association or other legal entity violating or causing to be violated any of the provisions of this chapter shall be subject to a fine of not less than \$350 and not more than \$2,000 and shall replace each tree destroyed or removed in violation of this chapter with nursery grown tree(s) of the same species having a caliper of not less than two inches. Each tree destroyed or removed in violation of this chapter shall be considered a separate offense.

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

§158-12 Heritage Trees of Historical or Cultural Significance

Nothing in this chapter shall preclude or prevent the City Council from determining that an individual tree located on public or private property, by virtue of its historic or cultural significance, its girth, height, species, facilitation or wildlife habitat, or by some other unique quality, shall be preserved and protected in such condition as the Council may designate.

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.

Introduced on First Reading: February 5, 2025

First Publication: February 10, 2025

Approved on Final Reading: March 5, 2025

Final Publication: March 10, 2025

Municipal Clerk

Deborah Brooks

ORDINANCE 2025-05

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH AMBOY, COUNTY OF MIDDLESEX, NEW JERSEY, AUTHORIZING A GRANT OF EASEMENT FOR PARKING ON BLOCK 138, LOT 20 IN FAVOR OF STEVENS DALE REALTY CO., INC., AND AUTHORIZING EXECUTION OF AGREEMENT IN CONNECTION THEREWITH

WHEREAS, the City of South Amboy (the “**City**”) owns the property designated as Block 138, Lot 20 on the City’s tax maps (the “**City Property**”); and

WHEREAS, Stevensdale Realty Co., Inc. (the “**Grantee**”) owns the property designated as Block 138, Lots 18 and 19.01 on the City’s tax maps and commonly known as 270 N. Stevens Avenue (the “**South Amboy Arena Property**”), directly adjacent to the City Property, on which the Grantee operates the South Amboy Arena (the “**South Amboy Arena**”); and

WHEREAS, the South Amboy Arena has operated as a recreational roller-skating facility for approximately 40 years; and

WHEREAS, the Grantee recently discovered that a portion of the parking spaces used in connection with the South Amboy Arena are located on the City Property; and

WHEREAS, the Grantee requested that the City grant rights to the Grantee to utilize a portion of the City Property for vehicular parking associated with the South Amboy Area; and

WHEREAS, the City has agreed to grant an easement (the “**Easement**”) to the Grantee for continued use of the parking spaces on the portion of City Property depicted in **Exhibit A** hereto (the “**Easement Area**”), subject to the terms and conditions set forth in a Parking and Access Easement Agreement (the “**Easement Agreement**”); and

WHEREAS, as a condition to the City’s grant of the Easement, the Grantee shall pay the City’s reasonable and necessary costs and expenses associated with the grant of the Easement and negotiation, approval and execution of the Easement Agreement.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of South Amboy, County of Middlesex, New Jersey that:

Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The City hereby grants the Easement to the Grantee over the Easement Area, subject to the terms and conditions set forth in the Easement Agreement.

Section 3. The City Council hereby authorizes the Mayor, City Clerk, and other necessary City officials to execute and deliver the Easement Agreement, in substantially the same form as that attached hereto as **Exhibit B**, with any modifications to be approved by the City’s legal counsel, and to execute all other necessary documents and to undertake all actions

reasonably necessary to effectuate the aforementioned Easement and this Ordinance, in consultation with the City's legal counsel.

Section 4. This Ordinance shall take effect in accordance with applicable law.

Introduced on First Reading: February 5, 2025

First Publication: February 10, 2025

Approved on Final Reading: March 5, 2025

Final Publication: March 10, 2025

EXHIBIT B

FORM OF EASEMENT AGREEMENT

PARKING AND ACCESS EASEMENT AGREEMENT

THIS PARKING AND ACCESS EASEMENT AGREEMENT, made and dated as of this ____ day of November ____, 2024 (the “**Agreement**”), between **CITY OF SOUTH AMBOY** (hereinafter referred to as “**Grantor**”), a public body politic and corporate constituting a political subdivision of the State of New Jersey, with offices at 140 North Broadway, South Amboy, NJ 08879 and **STEVENS DALE REALTY CO., INC.** (hereinafter referred to as the “**Grantee**”), a New Jersey limited liability company, with offices at 270 North Stevens Avenue, South Amboy, NJ 08879 (collectively, the “**Parties**”).

W I T N E S S E T H:

WHEREAS, the Grantee is the owner of certain real property located on Block 138, Lots 18 and 19.01 on the official tax maps of the City of South Amboy and commonly known as 270 N. Stevens Avenue, South Amboy, NJ 08879 (the “**South Amboy Arena**”) which is operated as a recreational roller-skating facility with on-site parking (the “**Facility Use**”); and

WHEREAS, the Grantor owns property adjacent to the South Amboy Arena located on Block 138, Lot 20 on the official tax maps of the City of South Amboy (the “**City Property**”); and

WHEREAS, the South Amboy Arena has operated as a recreational roller-skating facility for approximately 40 years; and

WHEREAS, the Grantee has discovered that a portion of the parking spaces used in connection with the Facility Use are located on the City Property; and

WHEREAS, the Grantor has agreed to allow the Grantee to continue use of the parking spaces on the City Property subject to the conditions of this Parking and Access Easement Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto covenant and agree as follows:

1. **Parking Easement.** (a) Subject to the terms hereof, Grantor hereby grants and conveys to the Grantee, an exclusive easement (the “**Parking Easement**”) for use of the portion of the City Property delineated on Exhibit A annexed hereto (the “**Parking Easement Area**”) for parking associated with the Facility Use, and for pedestrian and vehicular ingress and egress to and from the parking spaces within the Parking Easement Area (the “**Parking Spaces**”).

(b) The Parking Easement Area may be used by the Grantee, its guests, invitees, and licensees for the purposes set forth in Section 1(a) above and for no other purpose. Washing automobiles and performing repairs or maintenance of automobiles within the Parking Easement Area is prohibited. No member of the public using the Parking Easement Area may conduct any

activity in the Parking Easement Area in a manner that violates any applicable federal, state, county, city, governmental or Grantee laws, statutes, codes, ordinances, regulations, standards, rules, requirements, or orders now in force or hereafter enacted, promulgated, or issued (each a “**Law**,” and collectively, “**Laws**”).

2. **Operation of Parking Easement Area.** The Grantee shall operate the Parking Spaces for use by its guests, invitees, and licensees. The Parking Easement Area may not be operated for any other purpose than to provide parking to patrons of the South Amboy Arena. The Grantee may not collect a fee for the use of the Parking Spaces by its guests, invitees, or licensees.

3. **Access Agreement to Parking Spaces.** In addition to the grant of the Parking Easement, the point of ingress and egress to the Parking Spaces is also located within the Parking Space Area as delineated in Exhibit A and further depicted for illustrative purposes in Exhibit B. Grantor hereby grants to Grantee an access agreement for ingress and egress to and from the Parking Spaces from 6th Street across the Parking Easement Area (the “**Access Easement**”). Grantor shall not build any structure or take any action that would prevent the use of the Parking Easement Area or disrupt the free flow of pedestrian or vehicular traffic therein, or otherwise interfere with the Grantee’s access to and use of the Parking Spaces without the Grantee’s prior written consent.

4. **Repair and Maintenance.** (a) The Grantee shall be responsible for the maintenance of the Parking Easement Area. On notice to and with approval of the Grantor, which approval shall not be unreasonably withheld, conditioned or delayed, the Grantee shall be permitted, at its sole cost and expense, from time to time to make alterations or modifications to the Parking Easement Area, including, without limitation, re-striping the Parking Spaces provided that all such work is performed in a good and workmanlike manner, in compliance with applicable Law and all permits and approvals. Any damage caused to the Parking Easement Area in connection with such work shall be promptly repaired by Grantee to its condition immediately prior to such damage at the sole cost and expense of the Grantee. All work shall be undertaken and completed in a prompt manner and with all due diligence.

(b) Notwithstanding anything to the contrary contained herein, Grantor shall (i) have no obligation whatsoever to patrol, guard, or protect any motor vehicle parked in the Parking Easement Area pursuant to this Agreement, and (ii) shall not for any purpose whatsoever be deemed to have custody and/or care of any such motor vehicles.

5. **Easement Runs with the Land.** The benefits and burdens of this Agreement shall run with fee title to the South Amboy Arena, and the terms of this Agreement shall be binding on and inure to the benefit of each of the parties hereto and all of their respective successors, transferees and assigns unless and until the South Amboy Arena ceases to be used for recreational and special event activities as further outlined in Section 6 of this Agreement. Grantee shall not be permitted to transfer, assign or otherwise convey or encumber this Agreement or the Parking Easement Area, or any portion thereof, without Grantor’s prior written consent, which consent may be withheld by Grantor on notice to the Grantee in writing.

6. **Term and Use.** This Parking Easement and Access Easement shall remain in full force and effect until such time as the South Amboy Arena is no longer used for Facility Use or otherwise used for recreational and/or sports activities and/or special events.

7. **Termination.** In the event that the Grantee, its successors, assigns, or transferees cease using the property for recreational and special event activities as outlined in Section 6 or otherwise attempt to develop the South Amboy Arena such that its use falls outside those permitted uses outlined in Section 6, this Agreement shall automatically terminate at which time the Grantee shall cease use of the Parking Easement Area and this Agreement shall become null and void.

8. **Insurance; Indemnification.** (a) The Grantee shall purchase and maintain insurance to the same extent as the remainder of the Grantee's parking area abutting the Parking Easement Area, but in no event less than: (i) commercial general liability insurance coverage for damage to South Amboy Arena and injury to persons, including comprehensive automobile liability insurance covering owned, non-owned, and hired vehicles for an aggregate amount of not less than \$2,000,000.00 and an occurrence limit of not less than \$1,000,000.00 combined single limit; (ii) workers' compensation insurance as required by law; and (iii) employers liability insurance coverage with limits not less than the greater of \$1,000,000.00 each accident, \$1,000,000.00 disease – each employee, and \$1,000,000.00 disease – policy limit. The amount of insurance required by Grantor as set forth in this Section 8 shall be increased, from time to time during the term of this Agreement, to at least such amounts as are then customary for agreements granting similar parking rights as granted herein. Such policy or policies (i) shall be provided by insurers authorized to do business in the State of New Jersey, (ii) shall name the Grantor as an additional insured, (iii) shall provide at least thirty (30) days' prior written notice to Grantee of suspension, cancellation, termination, modification, non-renewal, lapse or material change of coverage to Grantee and (iv) shall include a waiver of subrogation endorsement. Upon request, Grantee shall provide evidence of such coverage to the Grantor.

(b) Grantee hereby agrees to indemnify, defend and hold Grantor, its members, shareholders, officers, directors, partners, employees, agents, successors and assigns, harmless from and against any and all liabilities, obligations, damages, penalties, claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses (including reasonable attorney's fees and disbursements) of any kind or nature arising out of (i) Grantee's negligence or willful misconduct; or (ii) any breach or violation of the terms and conditions of this Agreement by Grantee. Notwithstanding the foregoing, and without limiting Grantee's obligations as aforesaid, in any such case Grantor shall have the right to participate in the defense of any claims against Grantor with counsel of its own choosing, in which event Grantor shall bear the legal fees and expenses of such counsel.

9. **Casualty.** Except as a result of Grantor's negligence or willful misconduct, Grantor shall not be liable for any damage, theft, fire, loss or destruction of any motor vehicle parked in the Parking Easement Area caused by or resulting from any cause whatsoever.

10. **Notices.** (a) All notices under this Agreement shall be in writing. Notices shall be sent by hand delivery (effective upon receipt or refusal to accept delivery), guaranteed overnight delivery service (effective upon receipt or refusal to accept delivery) or by certified mail, return

receipt requested (effective upon receipt or refusal to accept delivery), to the addresses set forth below on Page 1 of this Agreement. A party may change its notice address by written notice given in the manner required by this Section. Notice by counsel for a party hereto shall be effective for all purposes.

If to the City: City of South Amboy
140 North Broadway
South Amboy, NJ 08879
Attn:

with a copy to: Kevin P. McManimon, Esq.
McManimon, Scotland & Baumann
75 Livingston Avenue, 2nd Floor
Roseland, NJ 07068

If to the Grantee: STEVENSDALE REALTY CO., INC.
270 North Stevens Avenue
South Amboy, NJ 08879

with a copy to: Robert J. McGowan, Esq.
24 Merchants Way, Suite 210
Colts Neck, NJ 07722

11. Miscellaneous. (a) This Agreement may not be changed orally, but only by an agreement in writing signed by the party against which enforcement of any waiver, change, modification or discharge is sought.

(b) This Agreement shall be for the benefit of, and binding upon, the Parties and their respective successors, assigns, and transferees.

(c) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

(d) This is a negotiated Agreement and shall not be construed in favor of or against either party notwithstanding any rule construing Agreements against the party drafting the Agreement.

(e) If any provision of this Agreement is illegal or unenforceable, that provision will be deemed to be severable and the other provisions of this Agreement shall remain in full force and effect; provided, however, if the illegal or unenforceable provision of this Agreement is an essential or primary term of this Agreement, then this entire Agreement shall terminate and be deemed of no further force and effect.

(f) Notwithstanding anything contained in this Agreement to the contrary, it is specifically understood and agreed that Grantee, and any persons claiming by, through or under Grantee, shall look solely to the equity of Grantor in the Parking Easement Area for the satisfaction

of Grantee's and such person's remedies and claims for damages arising out of or in connection with the terms, covenants, conditions and provisions of this Agreement, and that Grantor's liability shall be limited to such equity interest. Further, nothing herein shall permit Grantee or any other person or entity to bring any proceeding or cause of action at law or in equity against any partner or member (disclosed or undisclosed) holding any interest in Grantor, either directly or indirectly, or any officer, director or shareholder, beneficiary, employee, agent or representative in any of the foregoing, nor shall any of them be liable or accountable for any damages, costs, expenses or liabilities arising, directly or indirectly, out of this Agreement, and Grantee hereby waives the right to bring any such proceeding or cause of action. Grantee shall retain all rights to enforce its rights through an action for specific performance.

12. **Counterparts.** This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this Agreement as of the day and year first above written.

CITY OF SOUTH AMBOY, a public body politic and corporate constituting a political subdivision of the State of New Jersey

By: _____
Name: Fred A. Henry
Title: Mayor

STEVENS DALE REALTY CO., INC., a New Jersey limited liability company,

By: _____
Name: Jean Durnye
Title:

STATE OF _____ :SS:
COUNTY OF _____

BE IT REMEMBERED, that on _____, 2024, before me, the undersigned, a Notary Public in and for the State of new Jersey, personally appeared Jean Durnye, the _____ of Stevensdale Realty Co., Inc. acknowledged to me that:

- (1) Such individual executed the within instrument on behalf of said company; and
- (2) The within instrument is the voluntary act and deed of said company.

Notary Public

STATE OF NEW JERSEY :SS:
COUNTY OF _____

BE IT REMEMBERED, that on _____, 2024, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (1) this person is the Mayor of the City of South Amboy, a public body politic and corporate constituting a political subdivision of the State of New Jersey;
- (2) this person knows the proper seal of the corporation which was affixed to this Agreement; and
- (3) this person signed this proof to attest to the truth of these facts.

Notary Public

EXHIBIT A

Description of Parking Easement Area



EXHIBIT B

Illustration of Point of Ingress/Egress



ORDINANCE 2025-06

**AN ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A: 4-45.14)**

WHEREAS the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS the Governing Body of the City of South Amboy in the County of Middlesex finds it advisable and necessary to increase its CY 2025 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS the Governing Body of the City of South Amboy hereby determines that a 1.0% increase in the budget for said year, amounting to \$178,150.79 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS the Governing Body of the City of South Amboy hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED by the Governing Body of the City of South Amboy, in the County of Middlesex, a majority of the full authorized membership of this governing body affirmatively concurring, that in the CY 2025 budget year, the final appropriations of the City of South Amboy shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5% amounting to \$623,527.77, and that the CY 2025 municipal budget for the City of South Amboy be approved and adopted in accordance with this ordinance; and

BE IT FURTHER ORDAINED that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER ORDAINED that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

This Ordinance shall take effect after final passage on March 5, 2025 and publication as provided by law.

Introduced on First Reading: February 5, 2025
First Publication: February 10, 2025
Approved on Final Reading: March 5, 2025
Final Publication: March 10, 2025

Deborah Brooks
Municipal Clerk

ORDINANCE NO. 25-07
**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

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:

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

Repeal Subjection 5-87B and replace with:

B. The Police Department shall have the following line of authority, in descending order, with no more than the maximum personnel set forth below in each such office:

1. Chief of Police	1
2. Captain	2
3. Lieutenants	3
4. Sergeants	7
5. Patrol Officers/Detectives	22
6. School Resource Officer	1
7. Special Officers	2

Introduced on First Reading: February 5, 2025

First Publication: February 10, 2025

Approved on Final Reading: March 5, 2025

Final Publication: March 10, 2025

ATTEST:

APPROVED:

DEBORAH BROOKS
Municipal Clerk

FRED HENRY, Mayor

PEDDLER LICENSE APPLICATION

TODAY'S DATE: _____

FEE: \$50.00

NAME OF BUSINESS/OWNER: _____
ADDRESS: _____
TELEPHONE #: _____

PEDDLER INFORMATION

NAME: _____
ADDRESS: _____
TELEPHONE #: _____ DATE OF BIRTH: _____
DRIVER LICENSE #: _____ SS #: _____
HAVE YOU EVER BEEN ARRESTED? Y ___ N ___, IF Y, WHEN _____
HAVE YOU EVER BEEN CONVICTED OF A CRIME? Y ___ N ___,
IF YES, WHEN _____

TYPE OF BUSINESS CONDUCTED: _____
DATE OF EVENT: _____, VETERAN LIC.: Y ___ N _____

**A COPY OF YOUR DRIVER'S LICENSE MUST BE ATTACHED TO
YOUR APPLICATION. (PHOTO I.D. IF NON-DRIVER & Passport Photo**

**APPLICATION MUST BE FILLED OUT COMPLETELY OR IT WILL
AUTOMATICALLY BE DENIED.**

SIGNATURE OF APPLICANT

DATE: _____

FOR CITY USE ONLY

DATE OF APPLICATION _____
FEE PAID _____, CASH/CHECK _____
POLICE REVIEW _____
LICENSE ISSUED _____, LICENSE # _____