

**AGENDA
COUNCIL MEETING
MARCH 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. 25-080 through NO. 25-085 are hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

- | | |
|------------|---|
| NO. 25-080 | RESOLUTION APPROVING THE CERTIFICATION LIST OF VOLUNTEER MEMBERS OF THE CITY OF SOUTH AMBOY VOLUNTEER FIRE FIGHTERS QUALIFYING FOR CREDIT UNDER THE LENGTH OF SERVICE AWARDS PROGRAM (LOSAP) FOR 2024 |
| NO. 25-081 | RESOLUTION APPROVING THE CERTIFICATION LIST OF VOLUNTEER MEMBERS OF THE CITY OF SOUTH AMBOY FIRST AID ORGANIZATION QUALIFYING FOR CREDIT UNDER THE LENGTH OF SERVICE AWARDS PROGRAM (LOSAP) FOR 2024 |
| NO. 25-082 | RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR GRANT WRITER- CONTINUITY GROUP, LLC |
| NO. 25-083 | RESOLUTION AUTHORIZING PURCHASE OF JUVENILE DEPT FURNITURE FOR THE SOUTH AMBOY POLICE DEPARTMENT |
| NO. 25-084 | RESOLUTION AUTHORIZING PURCHASE OF TRAFFIC OFFICE FURNITURE FOR THE SOUTH AMBOY POLICE DEPARTMENT |
| NO. 25-085 | RESOLUTION AUTHORIZING PURCHASE OF FURNITURE FOR THE POLICE CHIEF OF SOUTH AMBOY POLICE DEPARTMENT |

BUDGET INTRODUCTION:

RESOLUTION NO. 25-086

RESOLUTION TO WAIVE READING IN FULL OF THE BUDGET FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2025

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 25-086 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION NO. 25-087

RESOLUTION TO INTRODUCE THE BUDGET FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2024

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 25-087 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTIONS:

RESOLUTION NO. 25-088

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 February 19, 2025 Council Meeting.

MOVED by: _____ of the Council of the City of South Amboy, that Resolution No. 25-088 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

RESOLUTION NO. 25-089

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 February 27, 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. 25-089 is hereby approved. **SECONDED by:** _____. **ROLL CALL VOTE:**

ORDINANCES:

INTRODUCTION/FIRST READING

ORDINANCE 2025-08

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 251 DAVID STREET

MOVED by: _____, that Ordinance #2025-08 be introduced on first reading and advertised for second reading which is scheduled for the April 2, 2025 meeting.
SECONDED by: _____, **ROLL CALL VOTE:**

ADOPTION/SECOND READING

ORDINANCE 2025-04

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

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

OPEN PUBLIC
CLOSE PUBLIC

MOVED by _____, of the Council of the City of South Amboy, that Ordinance NO. 2025-04 is hereby adopted.
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 STEVENSDALE REALTY CO., INC., AND AUTHORIZING EXECUTION OF AGREEMENT IN CONNECTION THEREWITH

OPEN PUBLIC
CLOSE PUBLIC

MOVED by _____, of the Council of the City of South Amboy, that Ordinance NO. 2025-05 is hereby adopted.
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)

OPEN PUBLIC
CLOSE PUBLIC

MOVED by _____, of the Council of the City of South Amboy, that Ordinance NO. 2025-06 is hereby adopted.
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

OPEN PUBLIC
CLOSE PUBLIC

MOVED by _____, of the Council of the City of South Amboy, that Ordinance NO. 2025-07 is hereby adopted.
SECONDED by _____ ROLL CALL VOTE:

COMMENTS:

PUBLIC COMMENTS:

ADJOURNMENT:

CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX

RESOLUTION 25-080

**RESOLUTION APPROVING THE CERTIFICATION LIST OF VOLUNTEER MEMBERS OF
THE CITY OF SOUTH AMBOY VOLUNTEER FIRE FIGHTERS QUALIFYING FOR CREDIT UNDER THE
LENGTH OF SERVICE AWARDS PROGRAM (LOSAP) FOR 2024**

WHEREAS, The City of South Amboy adopted Ordinance No. 20-99 which created the Length of Service Awards Program (LOSAP); and,

WHEREAS, N.J.S.A. 40A:14-191 requires that the City of South Amboy Volunteer Fire Fighters furnish the City Council with an annual certification list of all volunteer members who have qualified for credit under the award program for the previous year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South Amboy, County of Middlesex, New Jersey that the City Council hereby approves the list of the volunteer members of the City of South Amboy Volunteer Fire Fighters certified by the Department LOSAP Coordinator for the year 2024, a copy of which list is attached here as Exhibit A; and,

BE IT FURTHER RESOLVED that a copy of this list has been posted for at least thirty (30) days in each firehouse building.

BE IT FURTHER RESOLVED that after thirty (30) day posting period the Township treasurer will issue a check to cover volunteers on the attached list to Lincoln Financial.

SOUTH AMBOY FIRE DEPARTMENT 2024 L.O.S.A.P.

January 25, 2025

Mr. Mayor and Council;

The following are members of the Fire Dept. who have qualified for the L.O.S.A.P. program for the calendar year 2024:

Charles Pickard	W. Tom Kross	Mark Herdman	Michael Toth
Brian Kuhn	Roger Kuhn	David Gumprecht	Thomas Hetzel
Ken Kokoszka	V. Gene Cox	Kevin Wiater	Patrick Hetzel
Victoria LaVigne	Thomas Coman	Michael Kelly	Pat Rourke
Bruce Miller	Harry Ward	John Dragotta	Tom Szatkowski Sr.
Larry Parsons	Dean Kenny	Tim W. Walczak	Jamie Norek
David Barlics	Thomas Dalfonzo	Charles Honimar	Thomas Parsons
Tom Szatkowski Jr.	David Szatkowski	John Fedorka	Andrew Fedorka
Keith Scheetz	Francis Mulvey	Drew Newcomb Sr.	Robert O'Connor
Rafael Albarran	Michael Gawron	Louis Kwiatek	Dan Martin
Luiz Cruz	Kristen Mroz	Richard Johnson	Gary Colfer
Andy Pipala	Timothy Gay	Robert Sekerak	Jason Galiato
Kevin Gay	Joshua Trapp	Michael McCarthy	

The following names are members of the First Aid Squad who have also qualified for the L.O.S.A.P. program as reported to me by their officers for the calendar year 2024:

Gabriel Albarran	Davey Cheng	Matt Coyle	Tony Fulwider
Christopher Greve	Jonasz Knapik	Lolo Mercado	Michelle Rojas
James Ryan	Laura Sackerman	Taylor Salmon	Kim Seber
Robert Sekerak	Frankie Shah	Rohan Vivek	Karen Walczak
Tim W. Walczak	Yohan Yang		

Respectfully,

Brian F. Kuhn
L.O.S.A.P. Coordinator

CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX

RESOLUTION 25-081

**RESOLUTION APPROVING THE CERTIFICATION LIST OF VOLUNTEER MEMBERS OF
THE CITY OF SOUTH AMBOY FIRST AID ORGANIZATION QUALIFYING FOR CREDIT UNDER THE
LENGTH OF SERVICE AWARDS PROGRAM (LOSAP) FOR 2024**

WHEREAS, The City of South Amboy adopted Ordinance No. 20-99 which created the Length of Service Awards Program (LOSAP); and,

WHEREAS, N.J.S.A. 40A:14-191 requires that the City of South Amboy First Aid Organization furnish the City Council with an annual certification list of all volunteer members who have qualified for credit under the award program for the previous year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of South Amboy, County of Middlesex, New Jersey that the City Council hereby approves the list of the volunteer members of the City of South Amboy certified by the Organization LOSAP Coordinator for the year 2024, a copy of which list is attached here as Exhibit A; and,

BE IT FURTHER RESOLVED that a copy of this list has been posted for at least thirty (30) days in the First Aid Squad.

BE IT FURTHER RESOLVED that after thirty (30) day posting period the Township treasurer will issue a check to cover volunteers on the attached list to Lincoln Financial.

SOUTH AMBOY FIRE DEPARTMENT 2024 L.O.S.A.P.

January 25, 2025

Mr. Mayor and Council;

The following are members of the Fire Dept. who have qualified for the L.O.S.A.P. program for the calendar year 2024:

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Brian Kuhn	Roger Kuhn	David Gumprecht	Thomas Hetzel
Ken Kokoszka	V. Gene Cox	Kevin Wiater	Patrick Hetzel
Victoria LaVigne	Thomas Coman	Michael Kelly	Pat Rourke
Bruce Miller	Harry Ward	John Dragotta	Tom Szatkowski Sr.
Larry Parsons	Dean Kenny	Tim W. Walczak	Jamie Norek
David Barlics	Thomas Dalfonzo	Charles Honimar	Thomas Parsons
Tom Szatkowski Jr.	David Szatkowski	John Fedorka	Andrew Fedorka
Keith Scheetz	Francis Mulvey	Drew Newcomb Sr.	Robert O'Connor
Rafael Albarran	Michael Gawron	Louis Kwiatek	Dan Martin
Luiz Cruz	Kristen Mroz	Richard Johnson	Gary Colfer
Andy Pipala	Timothy Gay	Robert Sekerak	Jason Galiato
Kevin Gay	Joshua Trapp	Michael McCarthy	

The following names are members of the First Aid Squad who have also qualified for the L.O.S.A.P. program as reported to me by their officers for the calendar year 2024:

Gabriel Albarran	Davey Cheng	Matt Coyle	Tony Fulwider
Christopher Greve	Jonasz Knapik	Lolo Mercado	Michelle Rojas
James Ryan	Laura Sackerman	Taylor Salmon	Kim Seber
Robert Sekerak	Frankie Shah	Rohan Vivek	Karen Walczak
Tim W. Walczak	Yohan Yang		

Respectfully,

Brian F. Kuhn
L.O.S.A.P. Coordinator

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 25-082
RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR GRANT WRITER-
CONTINUITY GROUP, LLC**

WHEREAS, the City of South Amboy is in need of a Grant Writer FOR A Gire Department Grant; and

WHEREAS, the anticipated term of this contract is one (1) year; and,

WHEREAS, Continuity Operations Group, LLC, 7201 Warbler Lane, McLean, VA 22101-2016 was deemed qualified to perform as Grant Writer for the City of South Amboy, subject to a formal contract being awarded; and,

WHEREAS, the maximum amount of this contract for Grant Writer is \$3500.00

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

1. A professional services contract with Continuity Operations Group, LLC, 7201 Warbler Lane, McLean, VA 22101-2016 is hereby authorized
2. The Mayor and Clerk are authorized to sign a professional service contract with Brownfield Redevelopment Solutions, Inc., in accordance with the following terms and conditions:

A. Term:	A period of not to exceed 12 months
B. Rate:	\$105 per hour Grant Writer
C. Services:	The firm shall provide professional grant writing services
3. The City Clerk in accordance with the provisions of N.J.S.A. 40A:11-5(1)(a)(i), is directed to publish a notice once with an appropriate publication of record stating the nature, duration, service and amount of this contract.
4. The City Clerk shall make copies of this resolution available for public inspection at the South Amboy City Hall, 140 North Broadway, South Amboy, New Jersey 08879.
5. This contract shall be charged to the 2025 budget. The certification of available funds by the City Chief Financial Officer shall be attached to the original resolution and shall be maintained in the files of the City Clerk.

Certification of Funds

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$3500.00 will be available in account: 5-01-25-265-299 for professional grant writer services.



Dan Balka, Chief Financial Officer
Dated:

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 25-083
RESOLUTION AUTHORIZING PURCHASE OF JUVENILE DEPT FURNITURE FOR THE
SOUTH AMBOY POLICE DEPARTMENT**

WHEREAS, the Police Department has a need to purchase juvenile department furniture; and

WHEREAS, this furniture can be purchased through State Contract #25-COMG-94171; and

WHEREAS, the purchase price is \$13,063.85 and funds are available as evidenced by the Finance Director's certification; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Amboy, County of Middlesex, State of New Jersey, that the Business Administrator is hereby authorized and directed to execute a contract for the purchase of juvenile department furniture from the HON Company, c/o ARD Facilities Management Group, LLC, 200 Oak St, Muscatine, IA 52761.

Certification of Funds

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$13,063.85 will be available in account: C-04-24-006-001 Ergonomic Furniture - PD



Dan Balka, Chief Financial Officer

Dated:

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 25-084
RESOLUTION AUTHORIZING PURCHASE OF TRAFFIC OFFICE FURNITURE FOR THE
SOUTH AMBOY POLICE DEPARTMENT**

WHEREAS, the Police Department has a need to purchase furniture for the Traffic Office; and

WHEREAS, this furniture can be purchased through State Contract #25-COMG-94171; and

WHEREAS, the purchase price is \$4436.86 and funds are available as evidenced by the Finance Director's certification; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Amboy, County of Middlesex, State of New Jersey, that the Business Administrator is hereby authorized and directed to execute a contract for the purchase of furniture for the Traffic Office from the HON Company, c/o ARD Facilities Management Group, LLC, 200 Oak St, Muscatine, IA 52761.

Certification of Funds

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$4436.86 will be available in account: C-04-24-006-001 Ergonomic Furniture PD



Dan Balka, Chief Financial Officer

Dated:

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

RESOLUTION NO. 25-085

**RESOLUTION AUTHORIZING PURCHASE OF FURNITURE FOR THE POLICE CHIEF OF
SOUTH AMBOY POLICE DEPARTMENT**

WHEREAS, the Police Department has a need to purchase furniture for the Police Chief; and

WHEREAS, this furniture can be purchased through State Contract #25-COMG-94091; and

WHEREAS, the purchase price is \$21,168.70 and funds are available as evidenced by the Finance Director's certification; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Amboy, County of Middlesex, State of New Jersey, that the Business Administrator is hereby authorized and directed to execute a contract for the purchase of furniture for the Police Chief from Jasper Seating Company, Inc, c/o ARD Facilities Management Group, LLC, 225 Clay Street, Jasper, IN47546.

Certification of Funds

I, Dan Balka, Chief Financial Officer of the City of South Amboy, do hereby certify that the amount of \$13,063.85 will be available in accounts: C-04-24-006-001 Ergonomic Furniture – PD (\$592.29) and C-04-006-002 Ergonomic Furniture (\$20,576.41)



Dan Balka, Chief Financial Officer

Dated:

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 25-086
WAIVER OF READING IN FULL OF THE BUDGET FOR THE CALENDAR YEAR ENDING
DECEMBER 31, 2025**

WHEREAS, N.J.S.A 40A:4-8 permits that the Budget may be read by its title providing that at least one week prior to the date of the hearing a complete copy of the approved budget shall

- a) be posted on the City's website; and
- b) be made available to each person requesting the same during said week and during the public hearing; and

WHEREAS, the City of South Amboy has complied with the aforesaid requirements.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of South Amboy, County of Middlesex and State of New Jersey, that the City is hereby permitted to waive the reading in full of the Municipal Budget for the fiscal year ending December 31, 2025.

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

**RESOLUTION NO. 25-087
INTRODUCTION OF 2025 BUDGET**

BE IT RESOLVED, that the following statements of revenue and appropriations constitute the local budget the City of South Amboy, Middlesex County, New Jersey, for Calendar Year 2025.

BE IT FURTHER RESOLVED that the said Budget was introduced on March 5, 2025 and will be published in The Home News Tribune in the issue of March 10, 2025, and that a hearing on the Budget will be held at the South Amboy Municipal Building, 140 North Broadway, South Amboy, New Jersey, on April 2, 2025 at 6:00 P.M., or as soon thereafter as the matter may be reached.

**2025 Municipal Budget
of the City of South Amboy, County of Middlesex
for the Calendar Year 2025.**

Revenue and Appropriation Summaries

Summary of Revenues	Anticipated	
	2025	2024
1. Surplus	1,980,000.00	1,230,000.00
2. Total Miscellaneous Revenues	9,139,401.09	10,631,667.28
3. Receipts from Delinquent Taxes		
4. a) Local Tax for Municipal Purposes	11,568,340.44	11,764,175.75
b) Addition to Local School District Tax		
c) Minimum Library Tax	467,244.71	432,606.66
Tot Amt to be Rsd by Taxes for Sup of Muni Bnd	12,035,585.15	12,196,782.41
Total General Revenues	23,154,986.24	24,058,449.69

Summary of Appropriations	2025 Budget	Final 2024 Budget
1. Operating Expenses: Salaries & Wages	9,054,694.00	8,691,584.00
Other Expenses	9,010,151.24	10,112,737.69
2. Deferred Charges & Other Appropriations	2,288,914.00	2,157,978.00
3. Capital Improvements	75,000.00	630,000.00
4. Debt Service (Include for School Purposes)	2,502,727.00	2,242,650.00
5. Reserve for Uncollected Taxes	223,500.00	223,500.00
Total General Appropriations	23,154,986.24	24,058,449.69
Total Number of Employees	118	113

Balance of Outstanding Debt	
	General
Bond Interest	3,784,067.71
Bond Principal	16,885,000.00
Note Interest	200,000.00
Notes Principal	5,000,000.00
Loans Interest & Principal	1,267,067.38
Outstanding Balance	27,136,135.09

MINUTES FOR COUNCIL MEETING FEBRUARY 19, 2025

The Meeting was called to order by Council President Gross 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 Lenahan, Councilman Reilly and Councilman Gross. Absent: Councilwoman Dato

ALSO PRESENT: Mayor Fred A. Henry, Dan Balka, CFO, Deborah Brooks, City Clerk, Mark Rasimowicz, City Engineer, Francis Womack, Esq., and BA Kales.

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. 25-071 through NO. 25-077 are hereby approved. **SECONDED by:** Mr. Lenahan. **ROLL CALL VOTE: All in favor. Absent: Dato**

- NO. 25-071 GOVERNOR’S COUNCIL ON SUBSTANCE USE DISORDER, FISCAL GRANT CYCLE OCTOBER 2020 – JUNE 2026
- NO. 25-072 RESOLUTION CERTIFYING ACTIVE MEMBERSHIP WITH SOUTH AMBOY FIRE DEPARTMENT FOR NEW JERSEY STATE FIREMEN’S ASSOCIATION ELIGIBILITY – NICHOLAS ALBARRAN
- NO. 25-073 RESOLUTION AUTHORIZING BUDGET TRANSFERS IN ACCORDANCE WITH N.J.S.A. 40A:4-59
- NO. 25-074 RESOLUTION AUTHORIZING REFUND OF VETERAN TAX DEDUCTION-FELICIANO
- NO. 25-075 RESOLUTION AUTHORIZING REFUND OF VETERAN TAX DEDUCTION – FUCHS
- NO. 25-076 RESOLUTION AUTHORIZING INSTALLATION OF RACK BODY AND LIFTGATE FOR FORD F450 THROUGH STATE CONTRACT ESCNJ #65MCESCCPS
- NO> 25-077 RESOLUTION AUTHORIZING PURCHASE OF UTILITY BODY FOR FORD F250 THROUGH STATE CONTRACT 23-FLEET-34922

RESOLUTION NO. 25-078
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 February 5, 2025 Council Meeting.

MOVED by: Mr. Conrad of the Council of the City of South Amboy, that Resolution No. 25-078 is hereby approved. **SECONDED by:** Mr. Lenahan **ROLL CALL VOTE: All in favor. Absent: Dato**

RESOLUTION NO. 25-079
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 February 13, 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. 25-079 is hereby approved. **SECONDED by:** Mr. Lenahan. **ROLL CALL VOTE: All in favor. Absent: Dato**

ORDINANCE

ADOPTION/SECOND 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

OPEN PUBLIC – No comment
CLOSE PUBLIC

MOVED by Mr. Conrad, **of the Council of the City of South Amboy, that Ordinance NO. 2025-01 is hereby adopted.**
SECONDED by: Mr. Lenahan **ROLL CALL VOTE: All in favor. Absent: Dato**

ORDINANCE 2025-02

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

OPEN PUBLIC – No comment
CLOSE PUBLIC

MOVED by Mr. Lenahan, **of the Council of the City of South Amboy, that Ordinance NO. 2025-02 is hereby adopted.**
SECONDED by: Mr. Conrad **ROLL CALL VOTE: All in favor. Absent: Dato**

ORDINANCE 2025-03

AN ORDINANCE ENTITLED AN ORDINANCE TO FIX UNION SALARIES

OPEN PUBLIC – No comment
CLOSE PUBLIC

MOVED by: Mr. Lenahan, **of the Council of the City of South Amboy, that Ordinance NO. 2025-03 is hereby adopted.**
SECONDED: Mr. Conrad **ROLL CALL VOTE: All in favor. Absent: Dato**

COMMENTS:

Mr. Reilly:

- Thanked the food pantry and first responder volunteers for their continued efforts.
- Reported the AOH dinner dance had been a great success.
- Reported that he was working on Bill 8551 which would protect seniors from signing contracts and asked for support for the Bill.
- Reminded everyone to shop local.
- Read the following statement: As an elected official I took an oath as other council members did to uphold the constitution of the US. One thing I prided myself on was having a transparent government one in which I solicited the ideas , questions and comments from the citizens. Freedom of speech is not merely the right to express our opinions; it is the right to participate in the marketplace of ideas, to challenge the status quo, and to hold those in power accountable. It's the right to dissent, to question, to debate, and to create a society where diverse voices are heard and respected. Unfortunately I have now experienced two occasions that it has failed. At last month's council meeting a resolution which I brought to this council was voted on and passed by a 3-2 vote. I dissented only because I had questions on a resolution that was presented to me in one form and then subsequently changed without notification. When I asked to comment (which has occurred at every council meeting I have attended) I was silenced. No one knew what I wanted to say. If I was able to speak would it have changed the mind of other council members? Would the vote have changed? That is unfair. It's unfair to this council and to the citizens of this town. Robert's rules of order state To introduce a new piece of business or propose a decision or action, a motion must be made. A second motion must then also be made. After discussion the group then votes on the motion. This was not done.

Mr. Lenahan:

- Thanked those that had come out for this evening's meeting.
- Thanked the first responder and volunteers for their continued commitment.
- Reminded everyone to do their homework before the March 11th Referendum vote.
- Addressed the concerns he had received from some residents regarding the installation of very tall utility poles being installed by JCP&L. He had spoken to someone at the State Board of Utilities and had been told that parts of the grid are questionable and needed an upgrade. Mr. Rasimowicz added that the upgrade runs from the Main Street power station down to Aberdeen to support an increase in power for Aberdeen. The poles are very tall.

Mr. Conrad:

- Thanked the first responders and fire department volunteers and their families – you have our gratitude.
- Reported there will be a Black History Month presentation at the Arts Alliance on February 27 at 6:30pm.

Mr. Gross:

- Reported the tentative date for South Amboy day is September 27th. Anthony Conrad and Jay Elliot will co-chair the event.
- Asked that everyone research the upcoming referendum and get out and vote. There is a Q&A on March 4th.

- Acknowledged Mark Herdman as the Grand Marshall of the upcoming St. Pat's Day Parade on March 16th, noting the Committee is ready to go and have a safe, good parade day.

Mayor Henry:

- Reported that the upgrades at the Senior Center had been completed and the Center will re-open on Monday.
- Reported March 28th the Historical Society will host an Open House on the Lindburg Kidnapping.
- Reported that a Zillow report ranked South Amboy as #1 in the "Affordable Coastal Market", an exemplar of strong market dynamics. He noted we must be doing something right.

Mr. Kales:

- Reported the first Veteran free waiver had been given for a raffle license application from the American Legion.
- Reported the Budget will be introduced at the March 5th meeting.
- Reported he had met with the TNR Committee and the Ordinance is moving forward to the final stages.
- Reiterated the Senior Center will re-open on Monday.

Mr. Womack had no comments.

PUBLIC COMMENTS:

Robert Orlowski, 528 Lefferts Street, spoke at length about his concern with the installation of the very tall utility poles on Feltus St. He had spoken to the State Board of Public Utilities and had been told that although JCP&L should have gone through the BPU it appears they have just moved forward with the installation. He feels strongly that the Council should move quickly to stop the project (this has been done in other cases) and that the installation of the poles is hurting property values, ruining the view and putting the residents in danger. It is destroying the character of the City and needs to be stopped.

Mitch Hall, seconded the opinion of Mr. Orlowski regarding the utility poles, noting no notice had been given by the utility company. He hopes the Council is able to stop the project. He also suggested the Council look into putting grant money into securing a grocery store for the City, proposed a community garden on the Main Street triangle property and suggested the City begin E-waste and re-usable bag recycling programs.

Nancy Orlowski, 536 Lefferts Street, agreed with the two previous speakers regarding the utility pole situation. She thanked the Mayor, Business Administrator and Clerk for being helpful when she spoke to them about this issue. She is very concerned about her loss of view, her property value decreasing and potential health hazards. She would like to see the project halted. Additionally, she would like to see the long-standing problem of not replacing streetlights that go out be addressed as well.

Brandon Russell, 1355 Schindler Ave., received updates from Mr. Womack on the Venetian litigation and spoke about the continued need for hybrid meetings. Mr. Gross noted he had misspoken earlier and the Council is considering live-streaming, not hybrid meetings and that Mr. Kales is working on the budget. Mr. Kales noted that while working on the budget the amount being considered would include the capability of having hybrid meetings. Mr. Russell said he appreciated the correction by Mr. Gross but thought it would be unwise to invest another large chunk of money into a new system without having the capability of hybrid meetings. Mr. Kales confirmed that the budget amount being discussed would cover the capability of hybrid meetings.

Greg Babilak asked the Mayor what he planned to do if the referendum failed. Mayor Henry noted they are working on some contingency plans. Mr. Babilak noted the utility poles are very tall and ugly and confirmed with Mr. Rasimowicz that the project was pulling power from the Main St. station and moving it to Aberdeen. Mr. Babilak asked for a correction in the previous minutes noting it was Mr. Reilly not the Mayor who had checked in on he and his family weekly.

ADJOURNMENT

On motion by Mr. Conrad, seconded by Mr. Lenahan and passed unanimously, the meeting was adjourned at 7:42 pm.

Respectfully submitted,

Deborah Brooks
Municipal Clerk

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor #	P.O. #	Name	Description	Amount	Charge Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
C0000016		Account Continued												
		Copyshop Office Supply &												
			\$65.00	5-01-26-310-145	B	B&G: Office Supplies			R	02/26/25	02/27/25			N
			\$125.00	5-01-26-307-145	B	Sewer: Office Supplies			R					N
		Vendor Total:	\$255.00											
C0000018		Custom Bandag, Inc.												
25-00505	02/26/25	2/10/25 invoices x2	\$89.40	5-01-26-315-235	B	Vehicle Maint: Tires & Tubes	25-00004	C	R	01/10/25	02/27/25		40261545	N
			\$508.00	5-01-26-315-235	B	Vehicle Maint: Tires & Tubes			R	01/10/25	02/27/25		40261500	N
		Vendor Total:	\$597.40											
C0000023		Central Jersey Security												
25-00513	02/26/25	Qtrly Monitoring various sites	\$165.00	5-01-26-310-150	B	B&G: Other Contractual Services			R	02/26/25	02/27/25		104287	N
			\$149.85	5-01-26-310-150	B	B&G: Other Contractual Services			R	02/26/25	02/27/25		104238	N
			\$195.00	5-01-26-310-150	B	B&G: Other Contractual Services			R	02/26/25	02/27/25		104208	N
			\$135.00	5-01-26-310-150	B	B&G: Other Contractual Services			R	02/26/25	02/27/25		104242	N
			\$165.00	5-01-26-310-150	B	B&G: Other Contractual Services			R	02/26/25	02/27/25		104354	N
			\$165.00	5-01-26-310-150	B	B&G: Other Contractual Services			R	02/26/25	02/27/25		104287	N
		Vendor Total:	\$974.85											
25-00514	02/26/25	Qtrly remote communication	\$90.00	5-01-26-310-150	B	B&G: Other Contractual Services			R	02/26/25	02/27/25		104312	N
			\$90.00	5-01-26-310-150	B	B&G: Other Contractual Services			R	02/26/25	02/27/25		104311	N
		Vendor Total:	\$180.00											
C0000038		Complete Security Systems												
25-00428	02/19/25	SENIOR CENTER-FIRE ALARM	\$805.32	5-01-26-310-150	B	B&G: Other Contractual Services			R	02/19/25	02/27/25		5854120	N
		Vendor Total:	\$805.32											
C0000086		Cintas Corporation No. 2												
25-00494	02/26/25	2/7/24-2/21/25 invoices	\$209.85	5-01-26-305-045	B	Solid Waste: Clothing & Uniforms	25-00014	C	R	01/14/25	02/26/25		4220477952	N
			\$209.85	5-01-26-305-045	B	Solid Waste: Clothing & Uniforms			R	01/14/25	02/26/25		4221220948	N

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor # P.O. # Item Description	Name PO Date	Description Amount	Charge Account	Acct Type	Contract Description	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
J0000003		Jacqueline's Florist			Account Continued							
1 Michael Delucas Wife-Funeral	02/14/25	\$79.95	5-01-20-120-299	B	Clerk: Miscellaneous Other Expenses	R		02/14/25	02/27/25		014103	N
25-00411	02/14/25		Michael Riley - Flowers	B		R						
1 Michael Riley - Flowers		\$69.39	5-01-20-120-299	B	Clerk: Miscellaneous Other Expenses	R		02/14/25	02/27/25		014104	N
	Vendor Total:	\$224.34										
J0000004		Jersey Central Power & Light Co										
25-00458	02/25/25		SAFA 100 010 672 648	B	Utilities - Electric	R		02/25/25	02/27/25		95568026197	N
1 SAFA 100 010 672 648		\$481.28	5-01-31-430-200	B		R						
25-00459	02/25/25		New Account-100 139 729 600	B	Utilities - Electric	R		02/25/25	02/27/25		95697911892	N
1 New Account-100 139 729 600		\$57.04	5-01-31-430-200	B		R						
25-00460	02/25/25		SAFA 100 010 672 671	B	Utilities - Electric	R		02/25/25	02/27/25		95658026198	N
1 SAFA 100 010 672 671		\$32.27	5-01-31-430-200	B		R						
25-00461	02/25/25		Allie Clark 100 149 470 062	B	Utilities - Electric	R		02/25/25	02/27/25		95667991407	N
1 Allie Clark 100 149 470 062		\$358.22	5-01-31-430-200	B		R						
25-00462	02/25/25		Camera Accounts Jan'25-Feb'25	B	Utilities - Electric	R		02/25/25	02/27/25		95508216869	N
1 Camera Accounts Jan'25-Feb'25		\$17.91	5-01-31-430-200	B		R						
2 100 144 970 363		\$17.91	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		95508216867	N
3 100 144 274 204		\$17.91	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		955688110511	N
4 100 144 970 249		\$17.91	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		95508216864	N
5 100 144 970 173		\$17.98	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		95508216863	N
6 100 144 970 348		\$17.91	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		95508216865	N
7 100 144 970 355		\$17.91	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		95508216866	N
8 100 144 998 315		\$17.91	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		95508216870	N
9 100 144 970 488		\$17.92	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		955028216868	N
10 100 144 274 279		\$17.91	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		955688110512	N
11 100 144 165 709		\$17.16	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		955688110510	N
12 100 145 003 800		\$17.92	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		95508216873	N
13 100 144 998 612		\$17.92	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		955688110513	N
14 100 144 998 786		\$17.92	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		955688110514	N
15 100 144 988 802		\$17.92	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		955688110515	N
16 100 145 033 669		\$17.91	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		955688110516	N
18 100 145 009 021		\$18.20	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		955688110517	N
19 100 145 009 054		\$18.20	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		955688110518	N
20 100 145 009 112		\$17.92	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		955688110520	N
21 100 145 009 153		\$17.92	5-01-31-430-200	B	Utilities - Electric	R		02/25/25	02/27/25		955688110521	N

Vendor #	Name	Description	Amount	Charge Account	Acct Type	Contract Description	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
JSWAN005	J.Swanton Fuel Oil Co.,Inc					Account Continued							
M0000004	Malouf Ford, Inc.	2/12/25 inv.1510781				25-00002	C						
25-00497			\$188.13	5-01-26-315-100	B	Vehicle Maintn Maintenance of Motor	R		01/10/25	02/27/25		1510781	N
1 2/12/25			Vendor Total:										
M0000029	McManimon,Scotland&Baumann,LLC												
25-00463	02/25/25	BAN Sale Professional Services											
1 BAN Sale Professional Services			\$6,624.13	C-04-23-002-001	B	Ferry Terminal Site Improvements	R		02/25/25	02/27/25		236673	N
25-00467	02/25/25	Affordable Housing Litigation											
1 Affordable Housing Litigation			\$6,979.50	5-01-20-155-195	B	Legal: Professional Consultant & Spec	R		02/25/25	02/27/25		236675	N
25-00477	02/25/25	Prof Svcs-Easement SA Arena											
1 Prof Svcs-Easement SA Arena			\$562.50	5-01-20-155-195	B	Legal: Professional Consultant & Spec	R		02/25/25	02/27/25		236676	N
			Vendor Total:										
M0000102	Middlesex County Treasurer												
25-00048	01/09/25	Stage for St. Patricks Parade											
1 Stage for St. Patricks Parade			\$850.00	5-01-30-420-299	B	Celebration: Misc Other Expenses	R		01/09/25	02/27/25		134882	N
			Vendor Total:										
M0000157	Modern Group Ltd.												
25-00023	01/07/25	'25 PM Agreement & OMNI (6)											
1 '25 PM Agreement & OMNI (6)			\$825.00	5-01-26-310-095	B	B&G: Maintenance Agreement	R		01/07/25	02/19/25		PSV1751554	N
6 '25 PM Agreement & OMNI (6)			\$600.00	5-01-26-310-095	B	B&G: Maintenance Agreement	R		01/07/25	02/19/25		PSV1751556	N
7 '25 PM Agreement & OMNI (6)			\$600.00	5-01-26-310-095	B	B&G: Maintenance Agreement	R		01/07/25	02/19/25		PSV1752131	N
8 '25 PM Agreement & OMNI (6)			\$600.00	5-01-26-310-095	B	B&G: Maintenance Agreement	R		01/07/25	02/19/25		PSV1751827	N
9 '25 PM Agreement & OMNI (6)			\$600.00	5-01-26-310-095	B	B&G: Maintenance Agreement	R		01/07/25	02/27/25		PSV1752131	N
10 '25 PM Agreement & OMNI (6)			\$600.00	5-01-26-310-095	B	B&G: Maintenance Agreement	R		01/07/25	02/27/25		PSV1751827	N
11 '25 PM Agreement & OMNI (6)			\$825.00	5-01-26-310-095	B	B&G: Maintenance Agreement	R		01/07/25	02/27/25		PSV1751554	N
12 '25 PM Agreement & OMNI (6)			\$600.00	5-01-26-310-095	B	B&G: Maintenance Agreement	R		01/07/25	02/27/25		PSV1751556	N
			Vendor Total:										
MORTO005	Morton Salt, Inc.												
25-00344	02/10/25	Treated Rock Salt - 150 ton											
1 Treated Rock Salt - 150 ton			\$915.00	5-01-26-290-115	B	Streets/Roads: Material & Supplies	R		02/10/25	02/27/25		5403374101	N

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor # P.O. # Item Description	Name PO Date	Description Amount	Charge Account	Acct Type	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
PRIME005 25-00452	PRIMEPOINT, LLC 02/24/25	Feb'25 Payroll & HR services			25-00017	C							
1 Feb'25 Payroll & HR services		\$1,220.20	5-01-20-100-195	B	Admin: Professional Consultant & Speck				01/28/25	02/27/25		654665	N
2		\$1,220.20	5-01-20-130-195	B	Finance: Professional Consultant & Spck				02/24/25	02/27/25			N
		<u>\$2,440.40</u>											
	Vendor Total:	\$2,440.40											
RJWMAL005 25-00429	R.J. Walsh Associates, Inc. 02/19/25	GIR screen - fuel tanks											
1 GIR screen - fuel tanks		\$330.00	5-01-26-315-299	B	Vehicle Maint: Misc Other Expenses				02/19/25	02/27/25		25093	N
2		\$558.72	5-01-26-315-299	B	Vehicle Maint: Misc Other Expenses				02/19/25	02/27/25		25093	N
		<u>\$888.72</u>											
	Vendor Total:	\$888.72											
RUTGE005 25-00263	Rutgers, The State University 01/29/25	K.Krass - Director classes											
1 K.Krass - Director classes		\$944.00	5-01-26-310-299	B	B&G: Miscellaneous Other Expenses				01/29/25	02/27/25		85796	N
	Vendor Total:	\$944.00											
S0000005 25-00296	Sayreville Association BIC 02/03/25	BIC - FULL PAGE AD											
1 BIC - FULL PAGE AD		\$125.00	5-01-20-110-025	B	Mayor/Council: Advertising				02/03/25	02/27/25		2025 BIC	N
	Vendor Total:	\$125.00											
S0000010 25-00510	South Amboy Plumb. Supply Corp 02/26/25	2/7/25 Inv.S1808131.001											
1 2/7/25 Inv.S1808131.001		\$9.32	5-01-26-310-115	B	B&G: Material & Supplies				02/26/25	02/27/25		S1808131.001	N
	Vendor Total:	\$9.32											
S0000040 24-02648	Sirchie Finger Print Laborator 12/09/24	BLOOD ALCOHOL COLL KIT											
1 BLOOD ALCOHOL COLL KIT (10)		\$118.10	4-01-25-240-150	B	Police: Other Contractual Services				12/09/24	02/27/25		N/A	N
	Vendor Total:	\$118.10											
S0000088 25-00424	State NJ, Dept of the Treasury 02/19/25	Solid Waste Transporter Decal											
1 Solid Waste Transporter Decal		\$40.00	5-01-26-305-299	B	Solid Waste: Misc Other Expenses				02/19/25	02/27/25		250170150	N

CITY OF SOUTH AMBOY
Bill List By Vendor Id

Vendor #	Name	Description	Amount	Charge Account	Acct Description Type	Contract	PO Type	Stat/Chk	First Enc Rcvd Date	Chk/Void Date	Invoice	1099 Excl
V0000011	V.E.Ralph & Son, Inc.	Account Continued										
VERIZ020	Verizon - broadband											
25-00509	02/26/25	2/14/25 756-745-729-0001-96	\$79.00	5-01-31-430-245	B	Utilities - Internet	R		02/26/25	02/27/25		N
1	2/14/25	756-745-729-0001-96	\$79.00	5-01-31-430-245	B	Utilities - Internet	R		02/26/25	02/27/25		N
25-00519	02/27/25	2/22/25 656-808-423-0001-50	\$99.00	5-01-31-430-245	B	Utilities - Internet	R		02/27/25	02/27/25		N
1	2/22/25	656-808-423-0001-50	\$99.00	5-01-31-430-245	B	Utilities - Internet	R		02/27/25	02/27/25		N
Vendor Total:			\$178.00									
VERIZ025	Verizon Communications, Inc.dba											
25-00436	02/19/25	Feb/25 S.Ctr-GPS/Dash Cam	\$106.03	5-01-31-430-245	B	Utilities - Internet	R		02/19/25	02/27/25	624000056594	N
1	Feb/25	S.Ctr-GPS/Dash Cam	\$106.03	5-01-31-430-245	B	Utilities - Internet	R		02/19/25	02/27/25	624000056594	N
Vendor Total:			\$106.03									
W0000002	West Group - Thomas Reuters											
25-00407	02/14/25	MONTHLY SOFTWARE SUBSC. CHRGS	\$290.00	5-01-25-240-095	B	Police: Maintenance Agreement	R		02/14/25	02/27/25	851474623	N
1	MONT	HLY SOFTWARE SUBSC. CHR	\$290.00	5-01-25-240-095	B	Police: Maintenance Agreement	R		02/14/25	02/27/25	851474623	N
Vendor Total:			\$290.00									
W0000017	W.B. Mason											
25-00335	02/07/25	City Hall and P.Dept water	\$26.82	5-01-20-100-065	B	Admin: Food and First Aid Supplies	R		02/04/25	02/27/25	252239479	N
1	City	Hall and P.Dept water	\$26.82	5-01-20-100-065	B	Admin: Food and First Aid Supplies	R		02/04/25	02/27/25	252239479	N
2			\$26.82	5-01-25-240-065	B	Police: Food and First Aid Supplies	R		02/04/25	02/27/25	252239479	N
Vendor Total:			\$53.64									
25-00418	02/19/25	Webcam DPW - online classes	\$52.49	5-01-26-310-145	B	B&G: Office Supplies	R		02/19/25	02/27/25	252534047	N
1	Webcam	DPW - online classes	\$52.49	5-01-26-310-145	B	B&G: Office Supplies	R		02/19/25	02/27/25	252534047	N
Vendor Total:			\$106.13									
WOODB005	Township of Woodbridge											
24-01228	05/30/24	Interlocal EMS Service	\$10,666.89	5-01-90-200-001	B	Accounts Payable - Prior Years	R		05/30/24	02/27/25	312025	N
1	Interlocal	EMS Service	\$10,666.89	5-01-90-200-001	B	Accounts Payable - Prior Years	R		05/30/24	02/27/25	312025	N
			\$9,333.11	4-01-27-330-150	B	Health: Other Contractual Services	R					N
Vendor Total:			\$20,000.00									
Vendor Total:			\$20,000.00									

Total Purchase Orders: 83 Total P.O. Line Items: 161 Total List Amount: \$320,567.58 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	4-01	\$14,354.05	\$0.00	\$14,354.05	\$0.00	\$0.00	\$14,354.05
CURRENT FUND	5-01	\$94,061.09	\$0.00	\$94,061.09	\$0.00	\$0.00	\$94,061.09
CAPITAL FUND	C-04	\$168,347.55	\$0.00	\$168,347.55	\$0.00	\$0.00	\$168,347.55
CDBG TRUST	G-13	\$43,804.89	\$0.00	\$43,804.89	\$0.00	\$0.00	\$43,804.89
Total Of All Funds:		\$320,567.58	\$0.00	\$320,567.58	\$0.00	\$0.00	\$320,567.58

**CITY OF SOUTH AMBOY
COUNTY OF MIDDLESEX**

ORDINANCE NO. 2025-08

**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 –HANDICAP SPACE 251
DAVID STREET**

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

David Street

Sign to be placed 268 feet from the curb line of David Street and South Stevens Aveune in front of the residence at 251 David 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: March 5, 2025
First Publication: March 10, 2025
Approved on Final Reading: April 2, 2025
Final Publication: April 7, 2025

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 (**Appendix "A"**), **and or otherwise** 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 **Appendix A, or 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

APPENDIX A

A list of trees that shall not be used as replacement trees in the City of South Amboy.

The “Do Not Plant List” set forth in this appendix has been identified by the New Jersey Invasive Species Strike Team and is in effect at the time of the enactment of this ordinance. The Do Not Plant List, as it may be updated from time to time, shall be applicable to any tree replacement under this Chapter. Most recent versions of the Do Not Plant List can be found at <https://www.fohvos.info/invasive-species-strike-team/info-center> and a copy shall be kept on file in the Office of the City Engineer.

New Jersey Invasive Species Strike Team - 2024 DO NOT PLANT LIST

Scientific Name	Common Name	Invasive Status	Plant Type	Sold for Planting
Trees				
<i>Acer ginnala</i>	Amur maple	Emerging	Tree	Yes
<i>Acer palmatum</i>	Japanese maple	Emerging	Tree	Yes
<i>Acer platanoides</i>	Norway maple	Widespread	Tree	Yes
<i>Acer pseudoplatanus</i>	sycamore maple	Emerging	Tree	Yes
<i>Ailanthus altissima</i>	tree-of-heaven	Widespread	Tree	No
<i>Akebia quinata</i>	chocolate vine	Emerging	Tree	Yes
<i>Albizia julibrissin</i>	mimosa	Emerging	Tree	Yes
<i>Alnus glutinosa</i>	European black alder	Emerging	Tree	Yes
<i>Aralia elata</i>	Japanese angelica tree	Widespread	Tree	Yes
<i>Broussonetia papyrifera</i>	paper mulberry	Emerging	Tree	Yes
<i>Cornus kousa</i>	Kousa dogwood	Emerging	Tree	Yes
<i>Malus toringo</i>	Japanese crabapple	Emerging	Tree	Yes
<i>Paulownia tomentosa</i>	princesstree	Widespread	Tree	Yes
<i>Phellodendron amurense</i>	Amur corktree	Emerging	Tree	Yes
<i>Populus alba</i>	white poplar	Emerging	Tree	Yes
<i>Populus x canescens</i>	gray poplar	Emerging	Tree	Yes
<i>Prunus avium</i>	sweet cherry	Widespread	Tree	Yes
<i>Prunus subhirtella</i> var. <i>pendula</i>	weeping Higan cherry	Emerging	Tree	Yes
<i>Pyrus calleryana</i>	Callery pear (Bradford pear)	Widespread	Tree	Yes
<i>Zelkova serrata</i>	Japanese zelkova	Emerging	Tree	Yes

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 STEVENSDALE 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 A

Description of Parking Easement Area

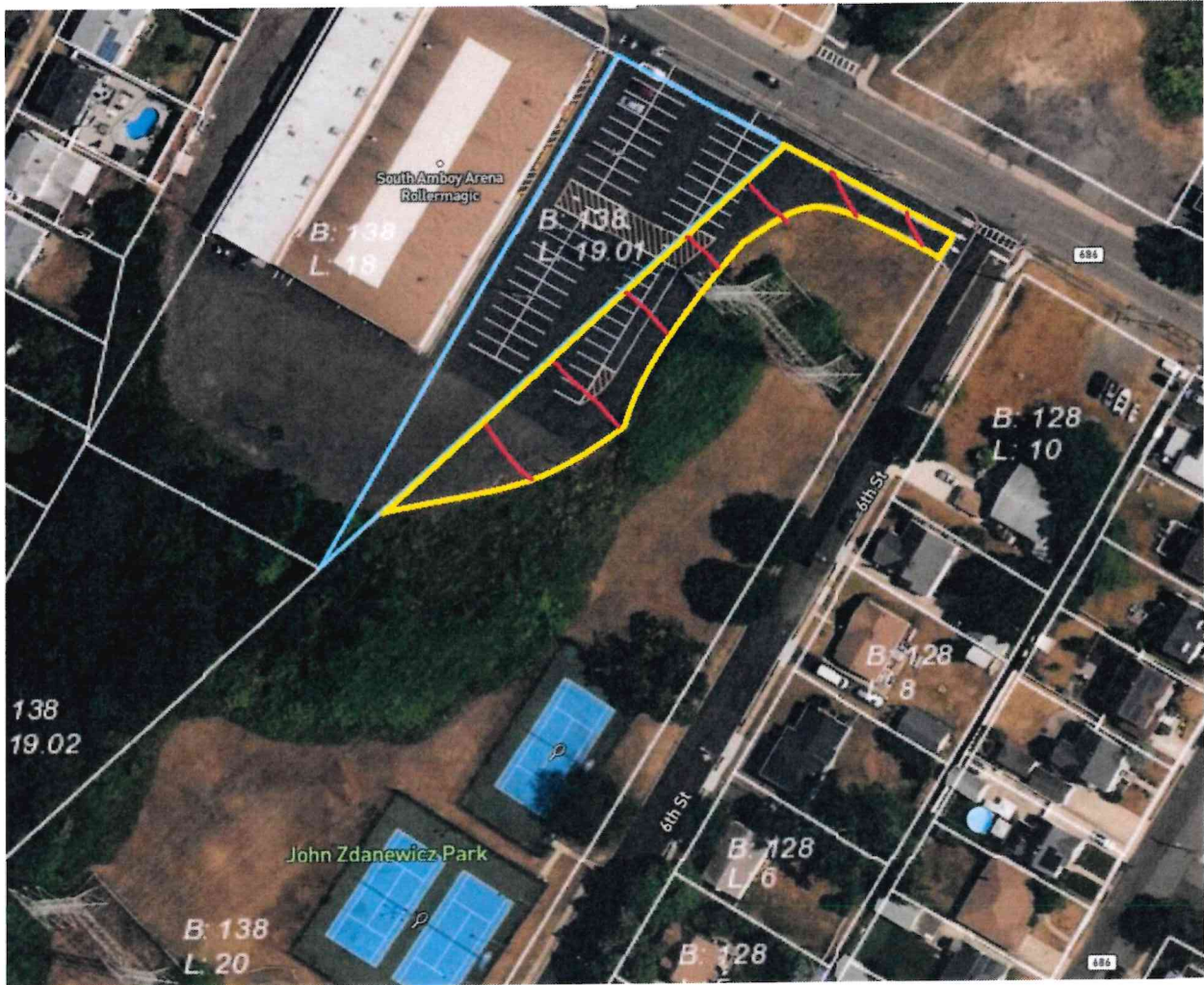


EXHIBIT B

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: STEVENS DALE 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

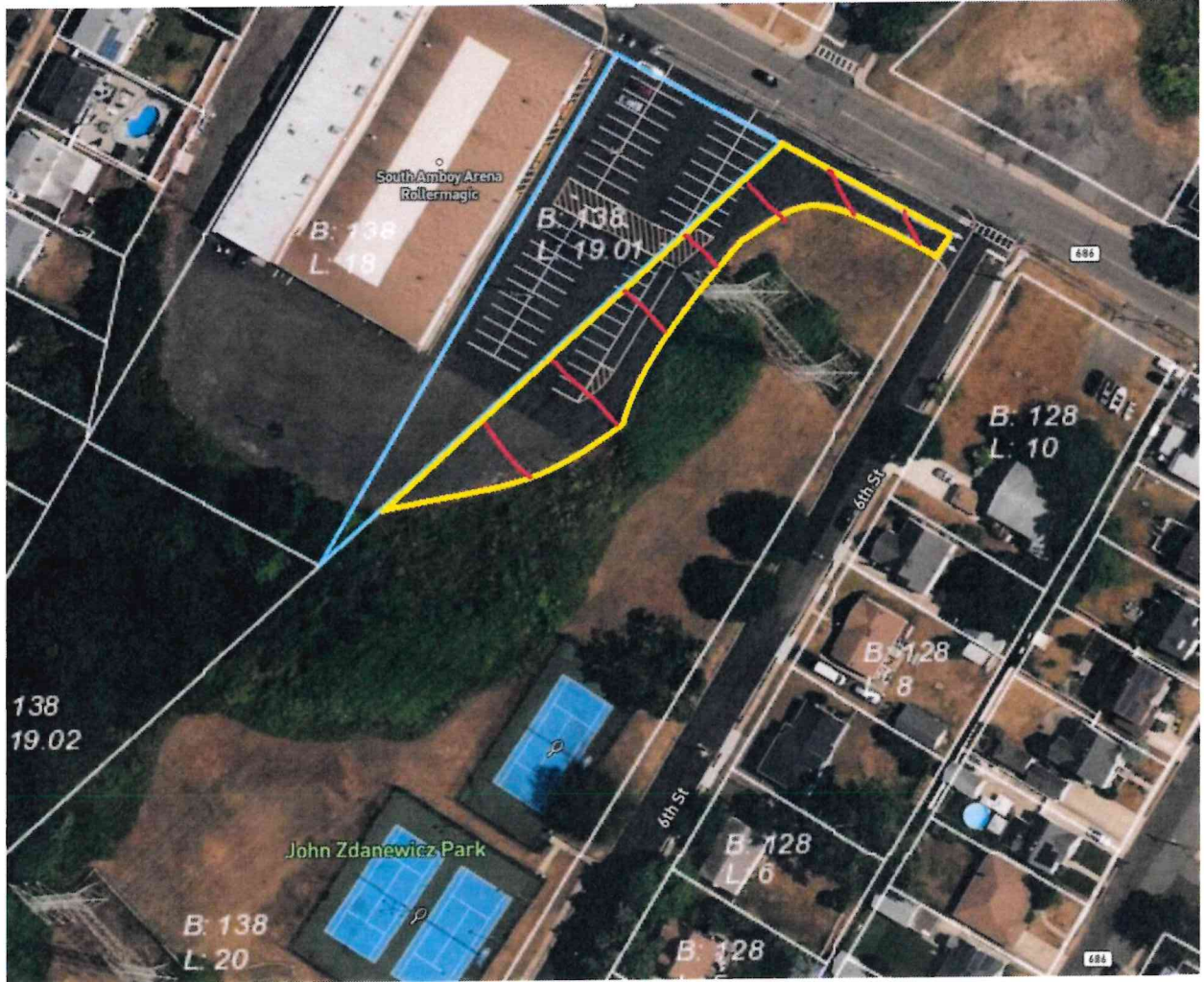


EXHIBIT B

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