



Agenda
Meeting of the Municipal Council
Wednesday, January 26, 2022
REGULAR MEETING 6:00 PM

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

2022-73 Resolution Authorizing a Meeting Which Excludes the Public

A. Litigation

1. Mount Laurel Declaratory Lawsuit-Update

B. Contract Negotiations

1. Superior Officers Association Local 6 (SOA) Union Contract
2. Lease Agreement with New Cingular Wireless PCS, LLC d/b/a/ AT&T Wireless
3. 1219 Springwood Avenue
4. 1201 First Avenue-Easement Agreement
5. 502 Grand Avenue-Easement Agreement
6. 900 and 901 Mattison Avenue-Redevelopers Agreement

C. Public Safety

1. Potential Further Safety Measures to Protect the Health, Safety, and Welfare of the Public During the COVID-19 Public Health Crisis

D. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star

Ledger on January 6, 2022, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications

Items to be Presented by: Pastor Vanzant

LAUNCH Center Presentation

Matters form City Council

Matters form City Manager

Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council-Executive Meeting-Dec 22, 2021 4:00PM
- Municipal Council - Regular Meeting - Dec 22, 2021 6:00 PM
- Municipal Council-Special Executive Meeting-Jan 5, 2022 5:30 PM
- Municipal Council - Organizational Meeting - Jan 5, 2022 6:00 PM

C. Consent Agenda Resolutions

All matters listed on the Consent Agenda are presented collectively to the City Council, and will be considered for approval with one vote. These matters are considered to be routine in nature, and there will be no individual discussion of these items. If discussion is desired by one or more Council member(s) as to any particular item(s), then said item(s) shall be removed from the Consent Agenda and considered separately.

2022-74 Resolution Approving Special Event Applications

2022-75 Authorizing Appointments to the “Asbury Park TV Committee”

2022-76 Authorizing Appointments Appointment to the " Business Advisory Committee"

2022-98 Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee”

D. Individual Resolutions

2022-77 Resolution Approving Payment of Bills

2022-78 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2021 Budget

- 2022-79 Resolution Authorizing the Execution of Agreements to Provide Municipal Services (Or Reimbursement Payments Therefor) To Eligible Multi-Family Dwellings.
- 2022-80 Resolution Authorizing the Execution of Agreements to Provide Municipal Services (Or Reimbursement Payments Therefor) To Eligible Qualified Private Communities.
- 2022-81 Resolution Awarding Professional Community Nursing Services for the City's Department of Social Services January 1, 2022– December 31, 2022
- 2022-82 Resolution Authoring a Professional Services Contract to The Rodgers Group for Police Accreditation
- 2022-83 Resolution Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate On-Demand Transit Services
- 2022-84 Resolution Amending Contract with Parker McCay for OPRA Consulting Services
- 2022-85 Resolution Authorizing an Agreement with Birds Beware for Geese Management at Sunset Park
- 2022-86 Resolution Authorizing the Execution of A Shared Services Agreement With The Township Of Neptune For Geese Management of Wesley Lake
- 2022-87 Resolution Authorizing the Renewal of Office 365 Software
- 2022-88 Resolution Approving Change Order #1 and Final for the Citywide Wayfinding Project
- 2022-89 Resolution Approving Change Order #2 or Sunset Lake Park Improvements Project
- 2022-90 Resolution Authorizing the Emergency Purchase of Tires Needed for a DPW Loader Used During Snow Storms and Freezing Conditions
- 2022-91 Resolution Authorizing the Purchase Two Roll-Off Containers for DPW
- 2022-92 Resolution Authorizing the Purchase a Fork Lift for DPW
- 2022-93 Resolution Authorizing the Purchase of an Air Conditioning System for the Police Department
- 2022-94 Resolution Authorizing the Purchase of Lights Needed at Sunset & Library Park
- 2022-95 Resolution Authorizing the Mayor & City Council to Execute a Discharge of Mortgage for Linda Petrowski for Property located at 1300 Fourth Avenue
- 2022-96 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage under the Community Development Block Grant Homebuyer's Assistance Program

- 2022-97 Resolution Authorizing the Reprogramming of Funds as a Result of a Substantial Amendment to the City's Community Development Block Grant (CDBG) Annual Action Plan for Fiscal Year 2019
- 2022-99 Resolution Authorizing the City of Asbury Park to Participate in The Nationwide Settlement Agreements with Janssen Pharmaceuticals (A/K/A Johnson & Johnson), Mckesson, Cardinal Health, And Amerisourcebergen To Resolve Claims Involving Their Roles in The Country's Opioid Crisis.

E.

2021-36 : Bond Ordinance Amending 2016-16 and Bond Ordinance 2018-4

2021-37 : Bond Ordinance Providing for Various Transportation Utility

F. Adjournment

**RESOLUTION NO. 2022-73****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on January 26, 2022 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Litigation:

1. Mount Laurel Declaratory Lawsuit-Update.

B. Contract Negotiations:

1. Superiors Officers Association Local 6 (SOA) Union Contract
2. Lease Agreement with New Cingular Wireless PCS, LLC d/b/a AT&T Wireless
3. 1219 Springwood Avenue-Contract
4. 1201 First Avenue-Easement Agreement
5. 502 Grand Avenue-Easement Agreement
6. 900 and 901 Mattison Avenue-Contract

C. Public Safety:

1. Potential Further Safety Measures to Protect the Health, Safety, and Welfare of the Public During the COVID-19 Public Health Crisis

D. Attorney-Client Privilege:

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

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, December 22, 2021
REGULAR MEETING

Executive Session - 5:30 p.m.

1. Resolution Authorizing a meeting which excludes the public

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

1. Attorney-Client Privilege

Workshop Session - 6:00 p.m.

CALL TO ORDER/ROLL CALL

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Melody Hartsgrrove	City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Absent	

City Clerk Melody Hartsgrrove called the meeting to order at 6:00 PM.

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

Transportation Update-Michael Manzella, Director of Transportation
Deputy City Manager, Michael Manzella and Transportation Manager, James Bonanno presented transportation updates.

Matters from City Council

Council member Chapman stated, I want to wish everybody a Merry Christmas, a Happy Holiday, a Happy Kwanzaa, a happy weekend, whatever it is that you'll be doing this weekend. Stay safe, take care of yourselves, and take care of each other.

Council member Clayton stated, I would like to express my appreciation to all of the organizations, the churches, the people who come forth to help our community and everyone in our community to have a Merry Christmas. I am deeply appreciative of all the efforts and the community has really come forth, so thank you and Happy Holidays.

Council member Kendle stated, basically everything that's been said, but I like to hear it from myself sometimes. This council has worked hard all year long and done a beautiful job. A lot of times things you don't agree to and a lot of things you might now understand. I just want to wish you all a happy and healthy holiday and everyone stay safe. Continue to come out and see us next year.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, before I wish everyone a happy holiday and Merry Christmas, whatever you celebrate, I've got to plea and beg. Hey guys, please look at the news, read the papers, COVID is coming back, there's no question about it. Let's not go backwards. Please continue to wear your masks, please if you haven't gotten your vaccination get your vaccinations, if you haven't gotten your booster get your booster. It's not just a question about helping others, it's a question about helping yourselves. I wish everyone a Happy Holidays and a Merry Christmas. I want to also wish that next year. If we don't confront this now and don't stay vigilant, we're going to be doing this a year from now. Again, Happy Holidays and everyone please, please, please get your shots, wear your masks, and everyone have a great holiday. Just be careful, be safe, is all I can say, just stay safe.

Matters from City Manager

City Manager, Donna Vieiro stated I just want to echo what Mayor Moor said about being safe. When you come visit us here at City Hall, we ask that you all wear your mask and respect one another and our employees because we've had a long year and half, as we've all had. I'd just like to thank all the city employees for coming to work every day and being dedicated to being great public servants that they are, and to continue being safe and healthy throughout the year.

Mayor Moor stated, I just want to add one thing and echo what Donna said. I thank all the city employees: police, fire, DPW, city hall staff, social services, senior center, if I forget someone I apologize. Most importantly I thank Donna and Michael for keeping this together during this year that's been very challenging for anybody. Asbury Park is a challenge during a good year so picture and abnormal year, and how challenging it is. Donna and Michael thank you for everything you've done this year.

Matters from City Attorney

City attorney representative, Kevin Kennedy had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Kathleen Mumma asked a question about virtual meetings and made a comment about rent leveling; Felicia Simmons made a comment about police and mental health; Andrea Goldman, Tracy Rogers, Matthew Sigman, Ron Simoncini, Derek Bloom, and Linda Philips made comments about rent leveling. A motion to close the meeting to the public was made by Council member Chapman and seconded by Council member Kendle. All were in favor.

MINUTES

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

1. Municipal Council-Executive Meeting Dec 8, 2021 4:00 PM
2. Municipal Council - Regular Meeting - Dec 8, 2021 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2021-524 Resolution Approving Special Event Applications

2021-525 Resolution to Refund Overpaid Property Taxes Block 3705 Lot 7.512-C0012 Property located at 300 Deal Lake Dr, #PU12

2021-526 Resolution to Refund Overpaid Property Taxes on Block 1504, Lot 8 located at 1516-1518 Sewall Avenue

INDIVIDUAL RESOLUTIONS

2021-516 Resolution of the City of Asbury Park Referring the Proposed “Redevelopment Plan for 1201 Memorial Drive, City of Asbury Park Monmouth County, Block: 203, Lot 5 dated November 30, 2021, in Accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A

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

2021-527 Resolution Approving Payment of Bills

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

2021-530 Resolution Authorizing Repairs Needed at the Fire Department

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

2021-531 Resolution Awarding of a Contract to Millennium Communications Group for Camera Repairs at Various Location Citywide

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

2021-532 Resolution authorizing the amendment of repairs to the 2018 Ford Explorer Police Interceptor Vehicle

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

2021-533 Resolution Authorizing the Purchase of Uniforms for the Police Department

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

2021-534 Resolution Authorizing the Reprogramming of 2019 CDBG Funds to be Used For A Food Assistance Program

Minutes Acceptance: Minutes of Dec 22, 2021 6:00 PM (Minutes)

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

2021-535 Resolution Approving Funds to Fulfill Food Bank of Monmouth and Ocean County for Emergency Food Assistance for Residents of Asbury Park with Community Development Block Grant (CDBG/CV) Funds

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

2021-536 Resolution Authorizing the Mayor and City Council to Execute a Subordination of Mortgage for Laura and Jorge Bonifaz for Property Located at 915 Sunset Avenue.

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

2021-537 Resolution Authorizing Purchase of a Custom Fabricated City of Asbury Park Sign

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

ORDINANCES

Second Reading/Public Hearing

2021-39 Ordinance Establishing Salary Ranges for Employees of The City of Asbury Park

A motion to open 2021-39 to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Peter Siegel. A motion to close 2021-39 was made by Mayor Moor and seconded by Deputy Mayor Quinn.

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

2021-40 An Ordinance Amending Chapter 15, Entitled “Rent Leveling Regulations,” of the Code of The City of Asbury Park

A motion to open 2021-40 to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Wendy Smith, Alexander Krasutsky, Ms. Davis, Chris Hubert, Colleen Camilo, Ms. Antonucci, Matt Daniels, Brian Hutchinson, Felicia Simmons, Ron Simoncini, and Peter Siegel.

A motion to close 2021-40 was made by Council member Kendle and seconded by Deputy Mayor Quinn.

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

ADJOURNMENT

The meeting was adjourned at 7:50 PM

A motion to close the meeting was made by Council member Chapman and seconded by Council member Kendle. All in favor. Meeting was adjourned at 7:52 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Dec 22, 2021 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, January 5, 2022
ORGANIZATIONAL MEETING

Call to Order

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Melody Hartsgrove	City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute the Flag

Announcement by City Clerk

1. As to comply with the Open Public Meetings Act, Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Reorganization Meeting Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on December 18, 2021 and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Nomination of Deputy Mayor

Swearing in of Deputy Mayor by Municipal Clerk Melody Hartsgrove
A nomination was made by Mayor Moor and seconded by Council member Clayton. All in favor for the nomination of Amy Quinn for Deputy Mayor.

Resolutions

CONSENT AGENDA

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

- 2022-1 Resolution Establishing Meeting Dates for 2022
- 2022-2 Resolution Designating the Official Newspapers for the City of Asbury Park for the Year 2022
- 2022-3 Resolution Establishing 2022 Schedule of Holidays
- 2022-4 Authorizing the City Clerk to Execute all Bingo and Raffle Games of Chance Applications that Meet all Provisions Pursuant to Statute for the 2022 Calendar Year
- 2022-5 Resolution Establishing Rules of Order for Public Comments
- 2022-6 Authorizing the City Clerk to Execute all of the City of Asbury Park Fire Department Member's Enrollment into NJ State Firemen's Association for the 2022 Calendar Year
- 2022-7 Appointing a Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund
- 2022-8 Appointment of ADA Compliance Officer and Coordinator
- 2022-9 4239 : Designation of PACO 2022
- 2022-10 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications
- 2022-11 A Resolution Authorizing the Tax Assessor to Act as Agent for the City of Asbury Park for the Purpose of Filing and Settling Tax Appeals on Behalf of the Taxing District for the Tax Year 2022
- 2022-12 Resolution Adopting a Debt Management and Capital Policy
- 2022-13 Resolution of the Mayor and Council of the City of Asbury Park Designating the Depositories wherein all Public Monies and Other Funds of the Municipality Shall Be Kept
- 2022-14 Resolution Adopting a Cash Management Plan for the City of Asbury Park
- 2022-15 Appointment of Recycling Coordinator for the Year 2022
- 2022-16 Resolution to Credit Sewer Account for Deduct Meter

Minutes Acceptance: Minutes of Jan 5, 2022 6:00 PM (Minutes)

- 2022-17 Resolution Fixing the Rate of Interest to Be Charged on Delinquent Taxes, Assessments and Sewer Accounts For 2022
- 2022-18 Resolution Setting Fees for Tax Collection Department for 2022
- 2022-19 A Resolution Approving and Adopting A Form Required to Be Utilized for The Filing of Tort Claims Against the City Of Asbury Park in Accordance with The Provisions of The New Jersey Tort Claims Act
- 2022-20 Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing

INDIVIDUAL RESOLUTIONS

- 2022-21 Appointment of Deputy Mayor

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

- 2022-22 Resolution Providing for 2022 Temporary Budget Appropriations

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

- 2022-23 Appointing Frederick C. Raffetto, Esq., to Serve as Municipal Attorney for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

- 2022-24 Resolution of Reappointment of JoAnn Boos to the Position of Chief Financial Officer with Tenure

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

- 2022-25 Appointing PFK O'Connor Davies to Serve as Auditor for the City and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

Minutes Acceptance: Minutes of Jan 5, 2022 6:00 PM (Minutes)

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

2022-26 Appointing T & M Associates to Serve as Municipal Engineer for the City, and Authorizing the Execution of an Agreement for Professional Engineering Services Associated Therewith

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

2022-27 Resolution Pursuant to N.J.S.A. 40:48-1 Authorizing the City Engineer to Perform Services as Designee to The City Manager for Review of Development Permits in Any Area of Special Flood Hazard

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

2022-28 Appointing Archer & Greiner, P.C. to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2022-29 Appointing Archer & Greiner, P.C. to Serve as Bond Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2022-30 Appointing Maraziti and Falcon to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2022-31 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of PILOT/RAB Administration

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

2022-32 Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Petroleum Community-Wide Assessment Grant Service To Brownfield Redevelopment Solutions, Incorporated (BRS)

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

2022-33 Appointing Acacia Financial Group, Inc. To Serve as Financial Advisors for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2022-34 Authorizing the Execution of an Agreement for Professional Appraisal Services to BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA

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

2022-35 Appointing GJEM Insurance Agency, to Serve as an Insurance Brokerage/Consultant/Risk Manager, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2022-36 Appointing Law Offices of Parker McCay, P.A. to Serve as OPRA Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2022-37 Authorizing the Award of a Contract to the Firm of Kyle + McManus Associates, LLC to Perform Professional Affordable Housing Planning and/or Consulting Services

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

2022-38 Appointing Law Offices of Genova Burns, LLC to Serve as Labor Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2022-39 Resolution Appointing Community, Grants, Planning & Housing LLC To Serve as Affordable Housing Administrative Agent For the City of Asbury Park.

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

2022-40 Resolution Appointing the Firm of Surenian, Edwards & Nolan, LLC To Serve as Special Affordable Housing Counsel For the City of Asbury Park.

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

2022-41 Resolution Appointing City Prosecutor

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

2022-42 Resolution Appointing Alternate City Prosecutor

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

2022-43 Resolution Appointing City Public Defender

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

2022-44 Resolution Appointing Alternate Public Defender

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

2022-45 Appointing Gregory B. Pasquale, Esquire, to Serve as Special Tax Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2022-46 Appointing the firm of Gene J Anthony, Esquire to Serve as Rent Leveling Board Attorney for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith.

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

2022-47 Appointing Various Firms to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith

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

2022-48 Resolution Authorizing the Award of a Contract to The Firm of ENGenuity Infrastructure to Perform Special Project Engineering Services

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

2022-49 Resolution Authorizing the Award of a Contract to The Firm of Topology NJ, LLC to Perform Consulting Planner Services

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

2022-50 Resolution Authorizing the Award of a Contract to The Firm of Dynamic Traffic, LLC to Perform Special Project Engineering Services

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

2022-51 Resolution Authorizing the Award of a Contract to the Firm of ARH, Inc. to Perform Special Project Engineering Services

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

2022-52 Resolution Authorizing the Award of a Contract to the Firm of DeSimone Consulting Engineers To Perform Special Project Engineering Services

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

2022-53 Authorizing Appointments to the “Asbury Park TV Committee”

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

2022-54 Appointment to the Business Advisory Committee

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

2022-55 Resolution Authorizing Appointments to Community Development Block Committee

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

2022-56 Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee”

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

2022-57 Authorizing Appointments to the “Deal Lake Commission”

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

2022-58 Authorizing Appointments to the “Environmental/Shade Tree Commission”

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

2022-59 Resolution Approving Appointments to The City of Asbury Park Green Team

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

2022-60 Appointment to the Recreation Advisory Committee

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

2022-61 Resolution Appointing Members to the Participatory Budget Committee to Facilitate the Participatory Budgeting Process in The City of Asbury Park

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

2022-62 Resolution Authorizing Appointments to the Parking Advisory Committee

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

2022-63 A Resolution Appointing Regular and Alternate Members To the Rent Leveling Board.

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

2022-64 Appointing Members to the Public Art Commission

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

2022-65 Appointing Members to the Planning Board (Class III and IV)

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

2022-66 Resolution Authorizing Appointments to the “Sunset Lake Commission”

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

2022-67 Resolution Approving Appointments to the Mayor's Wellness Committee

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

2022-68 Appointing Members to the Zoning Board of Adjustment

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

2022-69 Resolution Approving Change Order #1 for Sunset Lake Park Improvements Project

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

2022-70 Resolution Amending a Contract with Ben Shaffer Recreation for Playground Equipment located at Seventh & Ocean Avenues

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

Announcement by Mayor Moor of Mayor's Appointment to the Library Board Committee

Mayor Moor announced the following names as his appointments to the Library Board: Werner Baumgartner with a term that will expire 12/31/2026.

Announcement by Mayor Moor of Mayor's Appointment to the Position of Office of Emergency Management ("OEM") Director

Mayor Moor announced his appointment to the Office of Emergency Management is : Garrett M. Giberson.

Announcement of Mayor of Mayor's Appointment to the Planning Board

1. Class I Member (Mayor or Mayor's Designee -1 Year Term) Mayor John Moor is the Class 1 Member.
2. Class II Member (Non-Government Body Municipal Official -1 Year Term) Michael Manzella is the Class II Member.
1. Class I Member (Mayor or Mayor's Designee - 1 Year Term)
2. Class II Member (Non-Government Body Municipal Official - 1 Year Term)

Comments from Council Members

Council member Chapman had no matters at this time.

Council member Clayton stated, Happy New Year, and please be careful with the Omicron upswing.

Council member Kendle stated, I just want to thank every one of you for the great job that you've done this past year. A lot of times we don't agree with a lot of things, but we are able to put it aside and work as a group. I think you did a wonderful job this year and will continue to do it, continue to work together.

Deputy Mayor Quinn stated, I also want to thank staff. I want to thank our new Assembly people for coming out, our Board of Ed members for coming out as well, the City staff, Donna and Michael. I am very lucky that I get to serve with such an amazing mayor and council. People say, "how do you do it?" and I would just like to say that it's easy to do it in a town like Asbury Park because it's full of passionate people that really care. From Asbury Park Dinner Table, to eleven food pantries, to raising money, coats, and everything during the pandemic. So, I just wanted to reiterate that I'm really honored to serve on the Asbury Park City Council.

Comments from Mayor

Mayor Moor stated, I echo what everyone said, I wish everyone a Happy New Year. To the Staff, Council, Jesse, Amy, Eileen, Yvonne, thank you very much. Donna, Michael thank you for putting up with Moor, the pain in the ass, nothing is going to change in 2022, sorry. We're a well-oiled machine. That's the good news, and some common-sense news: starting from this point forward, all city meetings including all committees, all planning board and zoning board will be going to be done virtual until further notice. We expect that to be until through the month of January. The January 26th meeting, which will probably be virtual, we will announce if it will continue or if it's going to stop. And that's it, from here on out everything is Zoom.

Public Participation

A motion was made by Council member Chapman and seconded by Council member Kendle to open the meeting to the public. All were in favor. No members of the public spoke. A motion to close the meeting to the public was made by Council member Chapman and seconded by Council member Clayton. All were in favor.

Executive Session

1. Resolution Authorizing a meeting which excludes the public

Adjournment

A motion to close the meeting was made by Council member Chapman and seconded by Council member Kendle. All in favor. Meeting was adjourned at 6:50 PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk

Minutes Acceptance: Minutes of Jan 5, 2022 6:00 PM (Minutes)



RESOLUTION NO. 2022-74

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on January 26, 2022 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Kiwanis Club of Asbury Park
2. St. Patricks Day Parade
3. National Brain Tumor Society Walk and Remembrance Ceremony
4. Tutu Run
5. Lobster Run 5k
6. Vegan Fest
7. Diamond/Murphy wedding
8. Foley Wedding

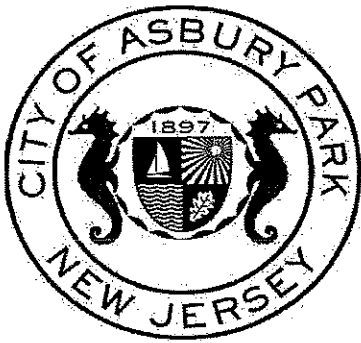
WHEREAS, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey, that all the above referenced Special Events Applications are hereby approved, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department and/or Special events Committee.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-74 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 27th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

Date Application Received: 4/18/2022

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: March 26, 2022 Rain Date: March 27th 2022

Time of Event: 10am to 5pm Setup time: 8am Break-down time: 5pm

Name of Event: Kiwanis Club of Asbury Park Good distribution event

Location of Event: Springwood Park

Type of Event (check all that apply):

- ☐ Festival
☐ Wedding*
☐ Bike Ride/Race
☐ Rally/Demonstration

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event
☐

Other: Charity distribution



*Wedding applicants only need to complete page 6.

APPLICANT INFORMATION

1. Name of Applicant/Organization: Kiwanis Club of Asbury Park
2. Address of Applicant: _____
3. Telephone #: 732 430 8272 Cell Phone #: _____ E-mail: rlahrman@asb-gmc
4. Is your organization non-profit? ☒ If so, please provide Tax ID# _____
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: This is our second annual food distribution campaign with donations provided by the public, we purchase pre-packaged 40lb boxes of non-perishable and perishable food items from a non-profit out of Lancaster PA. We use social media, and flyer distribution to get word out to the community. Residents can use the QR code on our flyer to register for a box, or go to the link provided to register with their names to receive a box. Last year we provided over 20,000 lbs of food to a little over 200 families.
6. Estimated attendance: 100+
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☐ YES ☒ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: _____

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? N/A
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? N/A
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? March 13th 2021
- Location Jersey Shore Art Center, Ocean Grove NJ

Attachment: cm 126 (2022-74 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: March 13, 2022 Rain Date: N/A

Time of Event: 1:00pm to 4:00pm Setup time: 8:00am Break-down time: N/A

Name of Event: The Asbury Park St. Patrick's Day Parade

Staging: Kinglsey & 7th thru Ocean Ave & Sunset Ave.
 Location of Event: Parade Route: Ocean Ave. to Cookman Ave. to Main St.
 Grand Stand/Stage: Press Plaza (Emory St. from Cookman Ave. to Lake Ave.)

Type of Event (check all that apply):

- | | | |
|--|--|--|
| ☐ Festival | ☒ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

***Wedding applicants only need to complete page 6.**

1. Name of Applicant/Organization: The Asbury Park St. Patrick's Day Parade
2. Address of Applicant: P. O. Box 694, Asbury Park, NJ 07712
3. Telephone #: 732-775-7676 Cell Phone #: _____ E-mail: info@asburyparkchamber.com
4. Is your organization non-profit? Yes If so, please provide Tax ID# 46-3009002
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: Traditional St. Patrick's Day Parade.
Event includes marchers, floats, bands, entertainers, officials, etc.

6. Estimated attendance: Greater than 5,000
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: At the Grand Stand/Stage the MC will use a microphone with speakers to announce the gouns marching by. Individual marching groups may also use amplified sound on their floats for live bands or prerecorded music.
(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☒ YES ☐ NO Has this event been held in the past?

- Date of last event? March 8, 2020
- Location Asbury Park
- Contact person: Sylvia Syvia
- Email info@asburyparkchamber.com Phone # 732-775-7676



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 5/7/2022 Rain Date: n/a

Time of Event: 8am to 2pm Setup time: 6am Break-down time: 5pm

Name of Event: National Brain Tumor Society – 5k Walk and Remembrance Ceremony

Location of Event: Bradley Park (directly in front of convention center), the beach right outside of the convention center – first set of stairs to sand, and also a ~~5k race route.~~

Type of Event (check all that apply):

- | | | |
|---|---|---|
| ☐ Festival | ☐ Parade | ☒ Foot Race |
| ☐ Wedding* | ☒ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |

Attachment: cm 126 (2022-74 : Special Event Applications)

☐ Rally/Demonstration☐ Swim Event☒ Other: 5 k walk and remembrance ceremony

*Wedding applicants only need to complete page 6.

APPLICANT INFORMATION

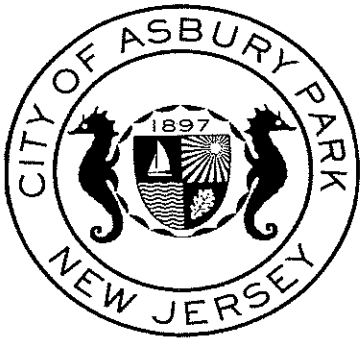
1. Name of Applicant/Organization: Ashley Brennan – National Brain Tumor Society
2. Address of Applicant: 55 Chapel Street, Suite 200, Newton MA 02458
3. Telephone #: 856-278-3171 Cell Phone #: 856-278-3171 E-mail: abrennan@braintumor.org
4. Is your organization non-profit? Yes If so, please provide Tax ID# 04-3068130
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: A Charity 5k walk with an event footprint of Bradley Park. The remembrance ceremony will need to take place on the beach right outside of the convention center – First set of stairs to sand. We will have pre-packaged food, games, a band and a stage. This is the first year that we will also be incorporating a 5k run into our event so we will need to discuss routes/road closures with the APP department.
6. Estimated attendance: 1800
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: _____

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? Registration fee
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? Sponsors
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? 5-11-2019
- Location Bradley Park and Beach

Attachment: cm 126 (2022-74 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A refundable \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 9 APRIL 2022 Rain Date: NONE

Time of Event: 10 AM to 11 AM Setup time: 9:30 AM Break-down time: 11 AM

Name of Event: TUTU RUN FOR BIG BROTHERS BIG SISTERS

Location of Event: BOARDWALK

Type of Event (check all that apply):

- ☐ Festival
☐ Wedding*
☐ Bike Ride/Race
☐ Rally/Demonstration

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☒ Foot Race
☐ Concert
☐ Multi Day Event
☐ Other: _____

SEE ROUTE MAP

Attachment: cm 126 (2022-74 : Special Event Applications)



APPLICANT INFORMATION

1. Name of Applicant/Organization: RUNCOLLEGE
2. Address of Applicant: 3070 GOVERNORS XING WALL NJ 07719
3. Telephone #: 732-239-5862 Cell Phone #: 732-239-5862 E-mail: BOBBOTH@HOTMAIL.COM
4. Is your organization non-profit? NO If so, please provide Tax ID# _____
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: FUN RUN ALONG THE BOARDWALK

6. Estimated attendance: 300
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used:
ONE SPEAKER AT START TO SING THE NATIONAL ANTHEM AND MAKE ANNOUNCEMENTS
(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☒ YES ☐ NO Is there an admission charge? If yes, how much? \$25-30
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? 11/21/2020
- Location BOARDWALK
- Contact person: BOB BOTHA
- Email BOBBOTH@HOTMAIL.COM Phone # 732-239-5862

Attachment: cm 126 (2022-74 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A refundable \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: April 30, 2022 Rain Date: NA

Time of Event: 9 am to 11 am Setup time: 7 am Break-down time: 11 am

Name of Event: Lobster Run 5k to Care for the Coast

Location of Event: Langosta Lounge, 1000 Ocean Ave, Asbury Park, NJ and south on the boardwalk into Ocean Grove and Bradley Beach (separate permit applications have been submitted to those municipalities for the use of their boardwalks).

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| ☐ Festival | ☐ Parade | ☒ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

*Wedding applicants only need to complete page 6.



APPLICANT INFORMATION

1. Name of Applicant/Organization: American Littoral Society
2. Address of Applicant: 18 Hartshorne Drive, Highlands, NJ 07732
3. Telephone #: 732-291-0055 Cell Phone #: 703-625-8860 E-mail: hillary.critelli@littoralsociety.org
4. Is your organization non-profit? Yes If so, please provide Tax ID# 22-1731073
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: _____
A 5K foot race starting at the Langosta Lounge, starting at 9:00 am. Staggered start. Participants will run south for 1.55 miles, turn around and run back. All on the boardwalk.

6. Estimated attendance: 450
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
 If Yes, please explain what type of amplification will be used: _____
A bullhorn will be used for announcements between 8:30 and 9 am. A small amplifier will be used to play music at the starting line from 8:30 am to 10 am when the race concludes.
 (speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
 If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☒ YES ☐ NO Is there an admission charge? If yes, how much? \$30-65
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☒ YES ☐ NO Has this event been held in the past?
 If Yes, please answer the following questions:
 - Date of last event? 11/6/2021
 - Location Langosta Lounge
 - Contact person: Hillary Critelli
 - Email hillary.critelli@littoralsociety.org Phone # 732-291-0055



Date Application Received: 10/8/21
 Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: May 15th any Saturday in Rain Date: _____
 Time of Event: 11a to 5p Setup time: 10a Break-down time: 5p
 Name of Event: The New Jersey VegFest : Asbury Park Vegan Pop-Up Shop.
 Location of Event: Bradley Park

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☒ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

*Wedding applicants only need to complete page 6.



APPLICANT INFORMATION

1. Name of Applicant/Organization: New Jersey Vegfest
2. Address of Applicant: 163onic street, Morristown, NJ 07960
3. Telephone #: 732-773-0215 Cell Phone #: same E-mail: Monsie@NJvegfest.com
4. Is your organization non-profit? NO If so, please provide Tax ID# 152767637
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: We are a vegan food festival of all local small vegan businesses we have done this event for 5 years in Convention Hall and would like to bring it outside.
6. Estimated attendance: 2000
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: probably just a duo on a plugged in acoustic guitar. Nothing even requiring a stage.
(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☒ YES ☐ NO Is there an admission charge? If yes, how much? \$10-20
11. ☒ YES ☐ NO Is there a vendor charge? If yes, how much? ~\$200
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? 2/13/2020
- Location Convention Hall
- Contact person: Chris Femiano
- Email _____ Phone # _____

Attachment: cm 126 (2022-74 : Special Event Applications)



13. ☒ YES ☐ NO Will you be hiring a licensed professional security company?

If Yes, please complete:

Company Name: same team from Contact name: Brian Ward
 Phone #: CONVENTION HALL Cell #: _____
 Email address: _____

The Asbury Park Police Department will review all security plans. Plans must meet city, state and Homeland Security guidelines and policies. SORA (Security Officer's Registration Act) license required for all security companies. A copy the of the security company's contract may be requested.

14. ☒ YES ☐ NO Do you intend to hire Asbury Park Officers for your event?

If yes, how many? 2 AP Police Department will review application and determine if and how many officers need to be hired.

15. ☐ YES ☒ NO Will you have sponsors for your event? If so, Please list below them:

Photos of sponsor advertisement will need to be provided

16. ☒ YES ☐ NO Will food be provided? All food vendors should contact the Fire Department to determine if any fire permits are required. The Monmouth County Health Department will be on site to inspect all food vendors to ensure proper protocols are in place and being followed. (See attached form from Monmouth County Health Dept)

17. ☒ YES ☐ NO Will you be hiring EMTs? AP Fire Department will review application and determine if and how many EMTs need to be hired.

18. ☐ YES ☒ NO Will you be hiring lifeguards? AP Beach Safety Supervisor will determine if and how many lifeguards will need to be hired.

19. ☒ YES ☐ NO Does your event have any tents or canopies?

- ☒ Tents ☐ Canopies

- If yes, how many? _____ Sizes(sq ft) _____

vendors have the option to bring their own 10' x 10' tent if they want them.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Saturday, May 14, 2022

Saturday, May 21, 2022

Date of Event: _____

Rain Date: _____

2:00 PM

5:00 PM

1:00 PM

5:00 PM

Time of Event: _____ to _____

Setup time: _____ Break-down time: _____

Springwood Avenue Park

Location of Event: _____

Type of Event (check all that apply):

☐ Festival☐ Parade☐ Foot Race☐ Wedding*☐ Beach Event☐ Concert☐ Bike Ride/Race☐ Triathlon☐ Multi Day Event☐ Rally/Demonstration☐ Swim Event
☐ **Other: Final APGT
Showcase**



*Wedding applicants only need to complete page 6.

APPLICANT INFORMATION

Diane L. Shelton, Interfaith Neighbors

1. Name of Applicant/Organization: _____
2. Address of Applicant: 810 4th Avenue, Asbury Park 07712
3. Telephone #: 732.775.0525 ext. 201 Cell Phone #: 732.337.9851
E-mail: DianeS@interfaithneighbors.org
4. Is your organization non-profit? YES If so, please provide Tax ID# 222-896—129/000
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: The Asbury Park's Got Talent (APGT) Steering Committee remains strong in the belief quoted by Plato: "Music is an element that gives a soul to the universe, wings to the mind, flight to the imagination, and life to everything." Birthed in 2019, APTG continually provides a community platform for both youth and adults to display their talents. All qualifying participants must somehow be associated with the City of Asbury Park: present or previous residence, employment, school and/or faith-based affiliation. Auditions will be scheduled from February-May 2022 with the tentative location being MacroBites, 1201 Springwood Avenue, Asbury Park. The winning audition contestants will then have the opportunity to perform before an audience during the Final APTG Showcase on the Springwood Park stage. This event continues to bring together many community partners and stakeholder.
6. Estimated attendance: 40-60
7. ☐ YES ☐ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: DJ and speakers

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____
11. ☐ YES ☐ NO Is there a vendor charge? If yes, how much? td
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)

Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additionally insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: Saturday, July 23, 2022 Ceremony start time: 6:00 PM End time: 7:00 PM
Setup time: 6:00 PM (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: Fifth Avenue Beach behind Tim McLoone's Supper Club, our reception venue.

Applicant 1- Name & Address: Jennifer Diamond, 66 Angola Rd. Cornwall, NY 12518

Contact #: 845-416-5167

Email Address: jenndiamond2.0@gmail.com

Applicant 2- Name & Address: Michael Murphy, 66 Angola Rd. Cornwall, NY 12518

Contact #: 718-288-6294

Email Address: 72322wedding@gmail.com

of people in wedding party: N/A

of people attending wedding: 80

Will any of the following items be used (check all that apply):

☐ Pa system

☐ Chairs

☒ Archway possibly

☐ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly I understand all fees are non-refundable.

Jennifer Diamond
Signature of Applicant 1 or 2

1/3/2022
Date

Attachment: cm 126 (2022-74 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)

Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additionally insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 6/10/21 Ceremony start time: 3:00pm End time: 3:45pm

(setup 1:30pm, breakdown 4:00pm)

Setup time: 1:30pm & 5pm - 2:30 - 5:30 window (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: Bradley Park, opposite Convention Center

Applicant 1- Name & Address: Colin Foley / 615 E 14th St., Apt. 3C, New York, NY, 10009

Contact #: 908-930-0325

Email Address: colinfo@gmail.com

Applicant 2- Name & Address: Lucille Hansen / 615 E 14th St., Apt. 3C, New York, NY, 10009

Contact #: 646-210-0993

Email Address: lumhansen@gmail.com

of people in wedding party: 0

of people attending wedding: 70

Will any of the following items be used (check all that apply):

☒ Pa system

☒ Chairs

yes

yes

☒ Archway *yes*

☐ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly I understand all fees are non-refundable.



of Applicant 1 or 2

Date

BIKE/FOOT RACES/WALK-A-THON

Name of race: _____

Purpose of race: _____

Entrance fee charged? ☐ Yes ☐ No Amount? _____

Beneficiary: _____

Distance: _____

Assembly area: _____

Route (include a map of the route):



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-75

Authorizing Lester Greene Appointment to the “Asbury Park TV Committee” 2022



RESOLUTION NO. 2022-75

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

AUTHORIZING APPOINTMENTS TO THE “ASBURY PARK TV COMMITTEE”

WHEREAS, pursuant to Section 2-58 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” an Asbury Park TV Committee (the “Committee”) has been duly created in and for the City of Asbury Park (the “City”); and

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

NOW, THEREFORE, BE IT RESOLVED that the following individuals are hereby appointed to serve on the Asbury Park TV Committee for the term referenced:

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

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

Appointee

Muata Lester Greene

Term to Expire

12/31/2024

3. That a certified copy of this Resolution shall be provided to each member appointed and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-75 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 27th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-76

Appointment Amy Floss to the Business Advisory Committee 2022



RESOLUTION NO. 2022-76

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

AUTHORIZING APPOINTMENTS APPOINTMENT TO THE " BUSINESS ADVISORY COMMITTEE "

WHEREAS, the Mayor and City Council of the City of Asbury Park (the "City") believe that it is in the best interests of the residents of the City to formally create a "Business Committee," (also referenced herein as the "Committee") for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to provide consultative and advisory assistance to the Mayor and Council, regarding business issues for the City, as well as all residents of the community; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council's request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall be from January 1, 2022 through December 31, 2022; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

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

1. A “Business Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

Appointee

Term to Expire

Amy Floss

12/31/2022

3. A certified copy of this Resolution shall be provided to all appointed members and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-76 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 27th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Application for Appointment as a Citizen to a Board, Committee or Commission

City of Asbury Park

Submitted On:
January 3, 2022 4:43pm
America/New_York

Board, committee or commission you are applying for?	Business Committee
Name	Amy Floss
Do you reside within the City of Asbury?	No
Address	478 France Avenue Brick NJ 08723
Phone number	7326144912
Email	amy.floss@stayasburypark.com
Are you 18 years of age or older?	Yes
Experience, civic activities & statement of interest: (List experience you may have, include other boards, committees etc. and why you wish to serve)	I have worked in and fallen in love with Asbury Park for the past 7 years. For the last five years have been with The Asbury Hotel and have had the opportunity to work closely with so many of the local organizations and businesses which has given me an interest in getting more involved with the town itself.
Education	SUNY Buffalo - BA English Lit
Upload resume	https://seam.ly/KP6y7nIG AmyFloss_resume.pdf
Do you have any conflicts you may have if chosen to serve?	No
Signature Data	First Name: Amy Last Name: Floss Email Address: amy.floss@stayasburypark.com  Signed at: January 3, 2022 4:43pm America/New_York

Attachment: Amy Floss-Business (2022-76 : Business Committee Appointments)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-98

Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee” 2022



RESOLUTION NO. 2022-98

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

RESOLUTION AUTHORIZING APPOINTMENTS TO “CODE ENFORCEMENT/QUALITY OF LIFE COMMITTEE”

WHEREAS, the Mayor and City Council of the City of Asbury Park (the “City”) believe that it is in the best interests of the residents of the City to formally create a “Code Enforcement/Quality of Life Committee,” (also referenced herein as the “Committee”) for the purpose(s) set forth below; and

WHEREAS, the purpose(s) of the Committee shall be to study existing code enforcement and quality of life issues within the City and to provide consultative and advisory assistance to Mayor and Council concerning such issues; and

WHEREAS, the Committee shall provide advice to the Mayor and Council as to short-term and long-term recommendations; and

WHEREAS, it is intended that the Committee shall be advisory in nature, and that the Committee shall report its findings and recommendations to the Mayor and Council for further action, as the Governing Body deems appropriate; and

WHEREAS, the Committee shall keep the Mayor and Council informed of its work and shall report to the City Council at the Council’s request; and

WHEREAS, the Committee shall be composed of members who shall be appointed by the Mayor and Council and who shall serve, without compensation, at the pleasure of the Mayor and Council; and

WHEREAS, the terms of the Committee members shall begin January 1, 2022 and shall expire December 31, 2022; and

WHEREAS, the Committee shall appoint a Chair, and shall meet in accordance with a schedule as the Committee deems appropriate; and

WHEREAS, the Committee members will be indemnified for actions that are performed in the good faith performance of their duties in accordance with the provisions contained in Section 2-64 of the City Code, as well as applicable law; and

WHEREAS, the Mayor and Council now wish to appoint certain individuals to serve on the Committee.

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

1. A “Code Enforcement/Quality of Life Committee” (the “Committee”) is hereby established in and for the City, in accordance with the terms and conditions referenced above.
2. The following individuals are hereby appointed to serve on the Committee:

<u>Appointee</u>	<u>Term to Expire</u>
John Scully	12/31/2022

3. A certified copy of this Resolution shall be provided to each member appointed and Donna Vieiro, City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-98 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 27th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Application for Appointment as a Citizen to a Board, Committee or Commission

City of Asbury Park

3.C.4.a

Submitted On:
November 15, 2021 9:46pm
America/New_York

Board, committee or commission you are applying for?	Quality of Life Committee
Name	John Scully
Do you reside within the City of Asbury?	Yes
Address	1307 4th Avenue Asbury Park NJ 07712
Phone number	973-600-5210
Email	jvscully@live.com
Are you 18 years of age or older?	Yes
Experience, civic activities & statement of interest: (List experience you may have, include other boards, committees etc. and why you wish to serve)	Hello- My name is John V. Scully and I would like to be considered for a role on the Quality of Life Committee. One of the many great things about living in Asbury Park is the incredible sense of community. It is this sense of community that has inspired me to volunteer for a committee position. Throughout my professional career, I have always believed in the value of engaging the community. From my time in law enforcement through my time as a business owner, I never forgot that the residents, workers, and business owners must all work together to create a place that welcomes everyone. I spent the majority of my law enforcement career in the community policing division of Wayne Township. I engaged daily with residents and business leaders to find ways for us to work together to make the township a better place for all. After retiring from law enforcement I had the opportunity to start my own business. As a business owner, our team worked closely with community leaders in New York City to help provide jobs to local residents. I am thankful I am now in a position in my life that I have time to dedicate to a volunteer position. Please feel free to reach me via the email or phone number below. I look forward to the opportunity to discuss a possible board role. Sincerely, John V. Scully, Esq. jvscully@live.com 973.600.5210
Education	BA/BA and JD

Attachment: John Scully Quality of Life . (2022-98 : Code Enforcement/Quality of Life Appointments)

Upload resume	https://seam.ly/Kjj2YjEm Scully.John-Resume.pdf 3.C.4.a
Do you have any conflicts you may have if chosen to serve?	No
Signature Data	First Name: John Last Name: Scully Email Address: jvscully@live.com Signed at: November 15, 2021 9:46pm America/New_York



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-77

Payment of Bills



RESOLUTION NO. 2022-77

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$12,959,427.53

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

CURRENT VOUCHERS	\$ 2,086,164.78
BOARD OF EDUCATION	1,074,954.00
DEBT SERVICE	<u>9,798,308.75</u>
 TOTAL VOUCHERS	 \$ <u>12,959,427.53</u>

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-77 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

January 20, 2022
11:01 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

pa 3.D.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 1-First to 2-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/22 Include Non-Budgeted:
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

1-01-20-100-000-201	ADMINISTRATION General Plant					
GEECHA	GEESE CHASERS, LLC	21-02621	4TH QTR 2021 CLEARING AND	649.50	0.00	B

1-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	21-00304	2021 SERVICES RENDERED BLANKET	275.50	0.00	B
SUREN005	SURENAN, EDWARDS & NOLAN LLC	21-00305	2021 SERVICES RENDERED BLANKET	13,531.31	0.00	B
CGPHL005	CGP&H, LLC	21-00332	2021 SERVICES RENDERED BLANKET	1,792.00	0.00	B
BURGI005	BURGIS ASSOCIATES INC.	21-03300	Invoice 39583 October fees	2,000.00	0.00	
BURGI005	BURGIS ASSOCIATES INC.	22-00032	Invoice 39764 Afford. Hsg.	875.00	0.00	
				18,473.81		

1-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR	KEPWEL SPRING WATER	22-00008	ACCT #117290 DECEMBER 2021	446.50	0.00	

1-01-20-100-000-217	ADMINISTRATION Ads&Promotion					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	21-03401	DEPUTY COURT ADMIN HELP WANTED	115.00	0.00	

Extd Total: ADMINISTRATION 19,684.81
Department Total: ADMINISTRATION 19,684.81

Department: HUMAN RESOURCE
Extd: HUMAN RESOURCES

1-01-20-105-000-299	HUMAN RESOURCES Misc.					
GENBUR	GENOVA BURNS LLC	21-02473	2021 Services Rendered Blanket	3,187.84	0.00	B

Extd Total: HUMAN RESOURCES 3,187.84
Department Total: HUMAN RESOURCE 3,187.84

Department: MUNIC CLERK
Extd: MUNICIPAL CLERK

1-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	22-00065	APP #5061238 ORD. 2021-39	49.40	0.00	
ASBPAK	ASBURY PARK PRESS	22-00069	APP #5061287 Ord 2021-40	50.30	0.00	
ASBPAK	ASBURY PARK PRESS	22-00071	APP #5041492 12/14/2021	65.70	0.00	
ASBPAK	ASBURY PARK PRESS	22-00072	APP #5042819 12/14/2021	9.90	0.00	
ASBPAK	ASBURY PARK PRESS	22-00073	APP #5041093 12/11/2021	53.90	0.00	
ASBPAK	ASBURY PARK PRESS	22-00074	APP #5040693,5041104,5051373	133.00	0.00	
THECOA	THE NEW COASTER, LLC	22-00075	Coaster #58164, 58111	25.54	0.00	
				387.74		

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-120-000-291 GENER010	MUNICIPAL CLERK Codification Ordinances GENERAL CODE, LLC	21-03463	Supplement #3-Codification	1,212.48	0.00	
1-01-20-120-000-292 MONCLE	MUNIC CLERK Elections MONMOUTH COUNTY CLERK	21-03354	4/20/21 Special Election Cost	1,857.15	0.00	
Extd Total: MUNICIPAL CLERK				3,457.37		
Department Total: MUNIC CLERK				3,457.37		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
1-01-20-130-000-202 CRAPRI	FINANCE Office Supplies CRAFTMASTER PRINTING, INC.	21-03228	EMPLOYEE ATTENDANCE RECORD	80.00	0.00	
WBMASON	W.B.MASON CO., INC.	21-03412	COPY PAPER 8.5 X 11	407.79	0.00	
AMAZO005	AMAZON.COM SERVICES	21-03437	BLACK DISPOSABLE FACE MASKS	89.90	0.00	
				577.69		
1-01-20-130-000-206 MUNCAP	FINANCE Copier MUNICIPAL CAPITAL CORPORATION	22-00034	#18196 CONTRACT PMT #58 OF 60	1,347.67	0.00	
1-01-20-130-000-212 TRLIZA	FINANCE Dues,Subscript. TRACY LIZARDI	21-03453	REIMBURSEMENT CMFO RENEWAL	50.00	0.00	
1-01-20-130-000-223 1501OCE	FINANCE Condo Reimbursements 1501 Ocean Av. Condo Assoc. Inc	22-00029	4th Q 2021 Reimbursements	4,389.00	0.00	
THESA005	THE SANTANDER ASSOCIATION INC	22-00033	4th Q 2021 Condo Reimb.	3,207.42	0.00	
DEALL	DEAL LAKE VILLAGE GARDENS	22-00035	4th Q 2021 Reimbursements	1,872.31	0.00	
PHISEA	MONMOUTH COUNCIL #9	22-00106	4th Q 2021 Reimbursements	25,753.21	0.00	
				35,221.94		
Extd Total: FINANCIAL ADMINISTRATION				37,197.30		
Department Total: FINANCE				37,197.30		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
1-01-20-140-000-219 APPINC	COMPUTER DATA PROC. Equipment APPLE INC.	21-02978	Q#2110393590 APFD iPad	488.00	0.00	
GRAING	GRAINGER, INC.	21-02979	Q#2049176694 South Boardwalk	1,690.48	0.00	
PDQCO005	PDQ.COM CORPORATION	21-03422	Q#PDQUOTE5402 2021 Renewal	191.40	0.00	
CDWGOV	CDW GOVERNMENT LLC	21-03431	Q#1C6NMO Monitors & iPad Acc	680.57	0.00	
GRAING	GRAINGER, INC.	21-03435	Q#2049675400 Enclosures	419.40	0.00	
GRAING	GRAINGER, INC.	21-03445	IT Off & Boardwalk	1,271.83	0.00	
				4,741.68		
1-01-20-140-000-222 DLTSO005	COMPUTER DATA PROC Software Lic. DLT SOLUTIONS LLC	21-02980	Q#4991514 AutoCAD Civil3D	4,489.49	0.00	
SHIINT	SHI INTERNATIONAL CORP	21-03290	Q#21326747 GoverLAN 2022	360.50	0.00	
SPROU005	SPROUT SOCIAL, INC.	21-03420	Sprout Social 12/21-12/22	2,028.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-140-000-222	COMPUTER DATA PROC Software Lic.		Continued			
PDQC0005 PDQ.COM CORPORATION		21-03422	Q#PDQUOTE5402 2021 Renewal	708.60	0.00	
				7,586.59		
	Extd Total: COMPUTERIZED DATA PROCESSING			12,328.27		
	Department Total: COMPUTER MIS			12,328.27		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
1-01-20-145-000-202	TAX REV ADMIN Office Supplies					
MGLFOR MGL FORMS-SYSTEMS, LLC		21-03012	1099 INT FORMS & ENVELOPES	90.50	0.00	
1-01-20-145-000-217	TAX REV ADMIN Ads&Promotion					
ROKIND R.O.K. INDUSTRIES, INC.		21-03331	ONLINE TAX SALE 12/16/2021	12,540.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			12,630.50		
	Department Total: TAX REV ADMIN			12,630.50		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
1-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU HARRY HAUSHALTER		21-00302	2021 SERVICES RENDERED BLANKET	2,442.00	0.00	B
READAT REALTY DATA SYSTEMS LLC		22-00088	INV #593 INSPECTIONS DEC 2021	25,016.00	0.00	
				27,458.00		
	Extd Total: TAX ASSESSOR			27,458.00		
	Department Total: TAX ASSESSOR			27,458.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
1-01-20-151-000-205	DIRECTOR OF COMMUN. Printing/Mailing					
CRAPRI CRAFTMASTER PRINTING, INC.		21-03358	SDL/Be In the Know Postcard	333.00	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			333.00		
	Department Total: DIRECTOR OF COMMUNICATIONS			333.00		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
1-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR ANSELL, GRIMM & AARON, P.C.		21-00290	2021 SERVICES RENDERED BLANKET	6,809.31	0.00	B
MARFAL MARAZITI FALCON, LLP		21-00291	2021 SERVICES RENDERED BLANKET	4,804.19	0.00	B
GENBUR GENOVA BURNS LLC		21-03454	Invoice 463653 Nov. FFD Fees	10,020.00	0.00	
				21,633.50		
	Extd Total: LEGAL SERVICES			21,633.50		
	Department Total: LEGAL SERVICES			21,633.50		

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
1-01-20-162-000-202	APTV Equipment					
CDWGOV	CDW GOVERNMENT LLC	21-02577	1C5XL10 Video Edit PC replacem	1,576.59	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			1,576.59		
	Department Total: APTV			1,576.59		
	CAFR Total:			139,487.18		
Department: Planning Department						
Extd: Planning Department						
1-01-21-179-000-202	PLANNING DEPT. Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-03352	END OF YEAR OFFICE SUPPLIES	69.20	0.00	
WBMASON	W.B.MASON CO., INC.	21-03418	ADJUSTABLE STANDING DESKTOP	179.99	0.00	
				249.19		
1-01-21-179-000-208	PLANNING DEPT. Printing					
CRAPRI	CRAFTMASTER PRINTING, INC.	21-03415	Map for Planning	30.00	0.00	
	Extd Total: Planning Department			279.19		
	Department Total: Planning Department			279.19		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
1-01-21-180-000-201	PLANNING BOARD General Plant					
JACSER	JACK A. SERPICO	22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	1,500.00	0.00	
	Extd Total: PLANNING BOARD			1,500.00		
	Department Total: PLANNING BOARD			1,500.00		
Department: ZONING BOARD						
Extd: ZONING BOARD OF ADJUSTMENT						
1-01-21-185-000-209	ZONING BOARD Fees					
CLACAN	CLARKE CATON HINTZ PC	21-03442	November CCH invoices	293.85	0.00	
JACSER	JACK A. SERPICO	22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	1,812.50	0.00	
				2,106.35		
	Extd Total: ZONING BOARD OF ADJUSTMENT			2,106.35		
	Department Total: ZONING BOARD			2,106.35		
	CAFR Total:			3,885.54		
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
1-01-22-195-000-201	CODE ENFORCEMENT Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-03307	Office supplies	742.74	0.00	
1-01-22-195-000-204	CODE ENFORCEMENT Printing					
CRAPRI	CRAFTMASTER PRINTING, INC.	21-03310	CO & TOT certificates	182.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-22-195-000-204	CODE ENFORCEMENT Printing		Continued			
CRAPRI	CRAFTMASTER PRINTING, INC.	21-03320	business cards for inspectors	90.00	0.00	
				272.00		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			1,014.74		
	Department Total: CODE ENFORCE			1,014.74		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
1-01-22-200-000-202	CONSTRUCTION CODE Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-02867	OFFICE SUPPLIES NEEDED	378.69	0.00	
WBMASON	W.B.MASON CO., INC.	21-03413	OFFICE SUPPLIES	245.39	0.00	
				624.08		
	Extd Total: CONSTRUCTION CODE OFFICIAL			624.08		
	Department Total: CONST CODE			624.08		
	CAFR Total:			1,638.82		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
1-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM	PMA MANAGEMENT CORPORATION	22-00060	Dec 2021 Billing Statement	36,831.82	0.00	
	Extd Total: LIABILITY INSURANCE			36,831.82		
	Department Total: LIAB INSURANCE			36,831.82		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
1-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA MANAGEMENT CORPORATION	22-00060	Dec 2021 Billing Statement	46,415.03	0.00	
	Extd Total: WORKER'S COMPENSATION			46,415.03		
	Department Total: WORKERS COMP			46,415.03		
	CAFR Total:			83,246.85		
Department: POLICE						
Extd: POLICE DEPARTMENT						
1-01-25-240-000-201	POLICE General Plant					
MELCOR	AP CARWASH AND OIL CHANGE	21-02397	CAR WASHES AUG - DEC 2021 NTE	557.75	0.00	8
AMEUNI	AMERICAN UNIFORM & SUPPLY	21-03144	Badges & Hat Badges	990.00	0.00	
ALPPIN	ALPINE PINNACLE INC.	21-03288	Uniseal High Risk PF TXT 50/BX	4,576.00	0.00	
INSPSY	INSTITUTE FOR FORENSIC	21-03468	Psychological Evaluation	6,350.00	0.00	
				12,473.75		
1-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-03414	#SST25303 Executive Chair	183.99	0.00	
WBMASON	W.B.MASON CO., INC.	21-03429	DIA06040 Hand Sanitizer	233.55	0.00	
				417.54		

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-240-000-203	POLICE Motor Vehicle					
RICAUT RICH'S AUTO BODY		21-03283	Car #24 Repair	2,984.90	0.00	
AGINS005 AGIN SIGNS & DESIGNS		21-03392	Camera Trailer Lettering	<u>170.00</u>	0.00	
				3,154.90		
1-01-25-240-000-205	POLICE Animal Control Services					
SPCA MONMOUTH COUNTY SPCA		21-03393	Animal Control November 2021	4,700.00	0.00	
SPCA MONMOUTH COUNTY SPCA		21-03425	Animal control September 2021	<u>4,733.15</u>	0.00	
				9,433.15		
1-01-25-240-000-216	POLICE Supplies-Compu.					
EVERBR EVERBRIDGE, INC		21-03329	#M67265 Annual Subscription	6,460.90	0.00	
1-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM WIRELESS COMMUNICATIONS &		21-03330	#M59892 DECEMBER 2021	1,220.00	0.00	
	Extd Total: POLICE DEPARTMENT			33,160.24		
	Department Total: POLICE			33,160.24		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
1-01-25-265-000-201	FIRE DEPT. General Plant					
SEAWEL SEABOARD WELDING SUPPLY, INC.		21-02310	BLANKET PO FOR OXYGEN N.T.E.	45.00	0.00	B
1-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON W.B.MASON CO., INC.		21-03409	QUOTE MISC. OFFICE SUPPLIES	45.38	0.00	
1-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
MELCOR AP CARWASH AND OIL CHANGE		22-00102	CAR WASHES 8/30/21 - 11/24/21	17.25	0.00	
1-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
FIRONE FIREFIGHTER ONE LIMITED		21-03009	Est. #:1015281-SCBA Bench Test	1,140.00	0.00	
EMEEQU EMERGENCY EQUIPMENT SALES		21-03030	EST:21-2627 HO BOSTROM CENTER	<u>124.83</u>	0.00	
				1,264.83		
1-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01070	2021 Cloth Allow-Annunziata,P.	76.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01080	2021 Cloth Allow-Annunziata,J	536.50	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01088	2021 Cloth Allow-Habermann	37.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01095	2021 Cloth Allow-Langlais	136.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01100	2021 Cloth Allow-Matthews	185.50	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01118	2021 Cloth Allow-Volek	896.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01120	2021 Cloth Allow-Dreyer	<u>149.00</u>	0.00	B
				2,016.00		
1-01-25-265-000-214	FIRE DEPT. Building Maintenance					
COUCLE COUNTRY CLEAN, INC		21-01544	Blanket PO Not to Exceed	102.94	0.00	B
GRAING GRAINGER, INC.		21-03085	VACUUM, BATTERIES & CABINET	3,153.45	0.00	
BELPLU BELMAR PLUMBING & HEATING INC		22-00017	INVOICE #3160 FIRE PLUMBING	<u>438.00</u>	0.00	
				3,694.39		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	21-03213	EMS SUPPLIES NEEDED	2,731.11	0.00	
1-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	21-03394	Invoice CHRCM2700 Nov. Fees	6,074.28	0.00	
1-01-25-265-000-261	FIRE DEPT. Software					
JUNLAS	JUNGLE LASERS, LLC	21-03423	INV# 59919 12/16 - 1/15/22	1,000.00	0.00	
Extd Total: FIRE DEPARTMENT				16,888.24		
Extd: FIRE HYDRANT						
1-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	22-00037	#1018-210026567043 11/24-12/22	18,581.84	0.00	
Extd Total: FIRE HYDRANT				18,581.84		
Department Total: FIRE DEPT.				35,470.08		
CAFR Total:				68,630.32		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
1-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
WETIMM	W.E. TIMMERMAN COMPANY, INC.	21-00344	Parts/Supplies f/Elgin Sweeper	502.93	0.00	B
THEHAR	THE HARDWARE STORE	21-00693	Various Supplies, Tools, etc	10.58	0.00	B
PARSTE	PARK STEEL & IRON COMPANY	21-00764	Various Fabrication & Welding	600.00	0.00	B
TRABEA	TRANS-BEARING COMPANY, INC.	21-02047	Various Automotive V-Belts	180.00	0.00	B
ATLLOK	ATLANTIC LOCK & SAFE	21-02258	Miscellaneous Hardware & Keys	44.84	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	21-02435	Supplies, Tools and Parts	2,663.50	0.00	B
CHEVAL	CERRY VALLEY TRACTOR SALES	21-02456	Supplies, Parts and Service	82.31	0.00	B
SEACHE	SEACOAST CHEVROLET OLDS-	21-02591	Automotive Parts and Supplies	772.42	0.00	B
LAWPRO	LAWSON PRODUCTS, INC.	21-02614	HYD Accessories, Nuts, etc	439.00	0.00	B
CUMINC	CUMMINS INC.	21-02703	ROAD SVC: Check Engine Light	2,653.63	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	21-02706	Engine replacement & parts	6,158.35	0.00	
THEHOS	THE HOSE SHOP, INC.	21-02828	Various Hoses, Parts and Tools	1,099.33	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	21-02904	Automotive Shop Supplies	477.34	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	21-02942	Various Supplies, Tools, etc	2,666.46	0.00	B
FISONS	FIS on Site Service LLC	21-03016	Wiring of New Invertor on 8389	1,020.00	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	21-03017	Supplies, Tools and Service	1,049.74	0.00	B
EMEEQU	EMERGENCY EQUIPMENT SALES	21-03045	Solar charging kit	689.59	0.00	
SEAFOR	SEA BREEZE FORD INC.	21-03073	Various Supplies, Parts, etc	2,254.25	0.00	B
NJEVEH	NJ EMERGENCY VEHICLES	21-03149	Reverse Lights: Ambulance #8356	405.00	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-03152	Automotive Parts, Tools, etc	3,577.40	0.00	B
FISONS	FIS on Site Service LLC	21-03272	Wiring New Inverter: Trk 8389	1,725.92	0.00	
ACTION005	ACTION YAMAHA	21-03308	Standard Rotor and Bolt	220.90	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	21-03317	Jet Vac Steering Box Truck #48	3,584.95	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	21-03357	Various Automotive Fluids	2,330.98	0.00	
SEAGRA	SEAGRAVE NEW JERSEY	21-03372	INV#07w1735 REPAIRS TRUCK 8390	1,878.30	0.00	
QUAAUT	QUALITY AUTO GLASS, INC.	21-03455	L front window glass & clips	290.62	0.00	
ODBCOM	OLD DOMINION BRUSH COMPANY INC	21-03456	REPAIR CLUTCH ON LEAF MACHINE	2,227.41	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-03459	Water Pumps #GAT41118	45.30	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-03467	#40IV142830 Power Steering Oil	137.35	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-03470	#40IV142943 Radiator #OSC2370	303.83	0.00	
SEAFOR	SEA BREEZE FORD INC.	21-03480	Solenoid Switch for Ambulance	103.74	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	22-00012	INVOICE #932272 DECEMBER 2021	83.25	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	22-00018	INVOICE #929879 OCTOBER 2021	83.25	0.00	
				<u>40,362.47</u>		
1-01-26-290-000-209	STREETS & ROAD	Fees				
MULSYS	MULTIFORCE SYSTEMS CORPORATION	21-03473	Invoice 921142 Software renewa	2,055.00	0.00	
1-01-26-290-000-213	STREETS & ROAD	Safety Equipment				
YESGRA	YES GRAPHIC	21-03075	Embroidered DPW Safety Gear	1,731.95	0.00	
GRAING	GRAINGER, INC.	21-03208	Coated Gloves #48UR54, Large	<u>1,290.24</u>	0.00	
				3,022.19		
1-01-26-290-000-216	STREETS & ROAD	Carpentry Supplies				
CAMSUP	CAMPBELL SUPPLY COMPANY INC.	21-02996	Two doors and hinge screws	320.00	0.00	
FOXFO	FOX FLOORS INC.	21-03079	Furnish and Install Ozark II	1,984.00	0.00	
GRAING	GRAINGER, INC.	21-03427	Stock:light bulbs & duct tape	130.20	0.00	
DOGWA005	DOG WASTE DEPOT	21-03430	Dog Waste Roll Bag 10 Roll/CS	1,034.55	0.00	
THEHAR	THE HARDWARE STORE	21-03433	Flat Base & Semi Gloss Paint	135.99	0.00	
THEHAR	THE HARDWARE STORE	21-03434	Paint & Supplies for IT Office	259.59	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	21-03448	#241047 UPM Cold Patch Bag	<u>277.50</u>	0.00	
				4,141.83		
1-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
DEREXC	DERASMO EXCAVATING LLC	21-03424	Labor/Material f/Sewer Repair	6,500.00	0.00	
LORCO	LORCO PETROLEUM SERVICES	21-03462	#1696674 Used Oil Removal	<u>125.00</u>	0.00	
				6,625.00		
1-01-26-290-000-219	STREETS & ROAD	Fencing				
FENDEN	FENCES BY DENTE, INC.	21-03342	WESLEY LAKE FENCING	6,600.00	0.00	
1-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
GASFAM	GASKOS FAMILY FARM	21-02486	Plants, Compost Manure & Mulch	263.76	0.00	B
GASFAM	GASKOS FAMILY FARM	21-02851	Plants, Compost Manure & Mulch	<u>192.00</u>	0.00	B
				455.76		
		Extd Total:	STREETS & ROADS MAINTENANCE	63,262.25		
		Department Total:	STREETS & ROAD	63,262.25		

Department: SOLID WASTE
Extd: SOLID WASTE COLLECTION

1-01-26-305-000-209	SOLID WASTE	Fees				
OHAG	OHAGAN NURSERY COMPOST DIVISIO	21-03116	DISPOSAL OF LEAVES BLANKET NTE	5,666.00	0.00	B
TRECY	TREASURER CTY OF MONMOUTH	21-03373	#64676 Reclamation Center NOV	1,638.74	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-03411	#223530 Construction Debris	1,524.10	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-03432	#223731 Trash Fees 12/1-12/15	27,697.38	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-03446	#223605 Construction Debris	1,555.96	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-03464	#223706 Construction Debris	1,622.04	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	22-00009	INVOICE #429200 BULKY WASTE	1,383.89	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	22-00010	INVOICE #432396 DECEMBER 2021	8,808.30	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-305-000-209	SOLID WASTE Fees		Continued			
DELDEM DELISA DEMOLITION, INC.		22-00016	#226071 CONSTRUCTION DEBRIS	<u>1,460.38</u>	0.00	
				51,356.79		
	Extd Total: SOLID WASTE COLLECTION			51,356.79		
	Department Total: SOLID WASTE			51,356.79		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-218	BUILDING & GND Contract.Serv.					
FIRSEC FIRE SECURITY TECHNOLOGIES, INC.	21-03451 Annual Fire Alarm Inspection			810.00	0.00	
TERPES THE TERMINIX INTERNATIONAL CO	21-03465 #415000279 Pest Control, etc			170.00	0.00	
TERPES THE TERMINIX INTERNATIONAL CO	22-00013 INV #415442429 1201 SPRINGWOOD			<u>65.00</u>	0.00	
				1,045.00		
	Extd Total: BUILDINGS & GROUNDS			1,045.00		
	Department Total: BUILDING & GND			1,045.00		
	CAFR Total:			115,664.04		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
1-01-27-345-000-202	SOCIAL SERVICES Office Supplies					
WBMASON W.B.MASON CO., INC.	21-03279 2022 Calendars			37.96	0.00	
STAPLE STAPLES BUSINESS ADVANTAGE	21-03314 locking file cabinet			<u>94.53</u>	0.00	
				132.49		
1-01-27-345-000-208	SOCIAL SERVICES Events					
SWEET005 SWEET DANI B LLC	21-03242 Cookies for Kwanzaa Meal			400.00	0.00	
ASBUR035 ASBURY PARK FOOD COLLECTIVE	21-03388 Meals for Kwanzaa 12/11/21			3,000.00	0.00	
TJTHE TJ THE DJ SOUND SERVICE	21-03402 DJ & Sound Service 12/3/21			250.00	0.00	
SWEET005 SWEET DANI B LLC	21-03440 Cookies 4 DinnerTable Kwanzaa			<u>200.00</u>	0.00	
				3,850.00		
1-01-27-345-000-218	SOCIAL SERVICES Contract Services					
VISNUR VISITING NURSES ASSN. OF CENTR	21-03450 Nursing Services OCT 2021			6,833.33	0.00	
	Extd Total: SOCIAL SERVICES:			10,815.82		
	Department Total: PUBLIC ASST			10,815.82		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
1-01-27-350-000-201	SENIOR CENTER Cleaning & Maint.Supplies					
WBMASON W.B.MASON CO., INC.	21-03255 MaintainSupply,Paptowel,TP,Lyso			1,131.35	0.00	
1-01-27-350-000-204	SENIOR CENTER Print & Office Supplies					
WBMASON W.B.MASON CO., INC.	21-03130 Toner,Yellow,Blk,Cyan,Copypape			1,274.80	0.00	
1-01-27-350-000-205	SENIOR CENTER Recreation & Social					
SHORIT SAKER SHOPRITE, INC.	21-03299 Holiday Cake 12/22/21			54.99	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-27-350-000-205	SENIOR CENTER Recreation & Social		Continued			
SHORIT SAKER SHOPRITE, INC.	21-03385 Soda, Juices for Holiday Party			94.18	0.00	
				149.17		
1-01-27-350-000-206	SENIOR CENTER Equipment Purchases					
AMAZO005 AMAZON.COM SERVICES	21-03458 Furniture table,carts, Easels			2,360.38	0.00	
	Extd Total: SENIOR CENTER			4,915.70		
	Department Total: SENIOR CENTER			4,915.70		
	CAFR Total:			15,731.52		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
1-01-28-370-000-290	RECREATION Programs/Activities					
WBMASON W.B.MASON CO., INC.	21-02650 SUPPLIES & HALLOWEEN CANDY			2,352.56	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			2,352.56		
	Department Total: RECREATION			2,352.56		
	CAFR Total:			2,352.56		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
1-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER N.J. AMERICAN WATER CO.	22-00037 #1018-210026567043 11/24-12/22			1,345.61	0.00	
NJNATU N.J. NATURAL GAS CO.	22-00041 #10-3146-5850-17 11/10-12/13			9,892.69	0.00	
JCPL JCPL	22-00067 #100 016 343 381 8/26-11/24			2,264.57	0.00	
JCPL JCPL	22-00076 #100 101 775 961 11/23-12/21			845.88	0.00	
NJAMER N.J. AMERICAN WATER CO.	22-00135 #1018-210043098405 12/2-1/5			1,510.70	0.00	
				15,859.45		
	Extd Total: LIGHT,HEAT,POW			15,859.45		
Extd: STREET/TRAFFIC						
1-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL	22-00066 #200 000 001 293 MASTER ACCT			1,060.65	0.00	
JCPL JCPL	22-00067 #100 016 343 381 8/26-11/24			3,802.97	0.00	
JCPL JCPL	22-00076 #100 101 775 961 11/23-12/21			19,929.92	0.00	
				24,793.54		
	Extd Total: STREET/TRAFFIC			24,793.54		
	Department Total: LIGHTING			40,652.99		
Department: TELEPHONE						
Extd: TELEPHONE						
1-01-31-440-000-299	TELEPHONE Misc.					
ATLLC AT&T MOBILITY LLC	22-00022 #28784936037 11/12 - 12/11/21			899.78	0.00	
ATLLC AT&T MOBILITY LLC	22-00024 #287284651437 11-12 - 12/11/21			2,309.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-31-440-000-299	TELEPHONE Misc.		Continued			
VERIZON	VERIZON WIRELESS	22-00094	#342269861-00001 12/5-1/4/22	2,036.28	0.00	
				5,245.06		
	Extd Total: TELEPHONE			5,245.06		
	Department Total: TELEPHONE			5,245.06		
Department: GASOLINE						
Extd: GASOLINE						
1-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-03347	#16479869 Unleaded RFG Fuel	8,343.99	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-03390	#16522326 Unleaded RFG Fuel	3,973.41	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-03447	#16531012 Sulfur Diesel Fuel	2,600.28	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	22-00014	#16607627 UNLEADED RFG FUEL	6,551.40	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	22-00015	#16601825 SULFUR DIESEL FUEL	1,167.06	0.00	
				22,636.14		
	Extd Total: GASOLINE			22,636.14		
	Department Total: GASOLINE			22,636.14		
	CAFR Total:			68,534.19		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
1-01-43-490-000-202	MUNIC COURT Office Supplies					
SCHINC	SCHWAAB, INC.	21-02803	dated stamps for 2022	135.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	21-03312	envelopes	599.01	0.00	
				734.01		
1-01-43-490-000-212	MUNIC COURT Dues,Subscript.					
LAWDIA	LAWYERS DIARY AND MANUAL LLC	21-02908	2022 lawyers diary	128.25	0.00	
1-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	21-03311	INVOICE #22000 12/3/21 SERVICE	160.00	0.00	
	Extd Total: MUNICIPAL COURT			1,022.26		
	Department Total: MUNIC COURT			1,022.26		
	CAFR Total:			1,022.26		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
1-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK	US BANK OPERATIONS CTR.	22-00108	4TH QTR RAB PILOT DUE TRUSTEE	114,604.94	0.00	
	Extd Total: TAXES PAYABLE:			114,604.94		
	Department Total: TAXES PAYABLE:			114,604.94		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			114,604.94		
	Fund Total: CURRENT			614,798.22		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: BEACH Department: UTILITY OE Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
1-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
DREYE005 DREYER'S LUMBER & HARDWARE INC	21-03189 BEACH LOCKER LUMBER & HARDWARE			40,796.96	0.00	
NJAMER N.J. AMERICAN WATER CO.	22-00135 #1018-210043098405 12/2-1/5			<u>336.90</u>	0.00	
				41,133.86		
1-05-55-502-000-208	BEACH UTILITY O/E: Office Expense					
OPTIMUM OPTIMUM	21-03460 #07866-197754-01-4 12/15 -1/14			157.34	0.00	
OPTIMUM OPTIMUM	21-03461 #07866-152521-04-4 12/15 -1/14			<u>29.95</u>	0.00	
				187.29		
1-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL	22-00067 #100 016 343 381 8/26-11/24			306.38	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			41,627.53		
	Department Total: UTILITY OE			41,627.53		
1-05-55-546-000-905	BEACH UTILITY O/E: Boardwalk Repairs					
ATECH005 A-TECH CONCRETE COMPANY, INC.	21-02861 BOARDWALK DECKING & REMOVAL			176,383.50	0.00	B
	Extd Total:			176,383.50		
	Department Total:			176,383.50		
	CAFR Total:			218,011.03		
	Fund Total: BEACH			218,011.03		
Fund: TRANSPORTATION UTILITY: BUDGET: Department: UTILITY OE Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
1-06-55-502-000-201	TRANS.UTILITY O/E: General Plant					
ENGEN005 ENGENUITY INFRASTRUCTURE	21-02170 CONTRACT FOR WAYFINDING #3			8,857.50	0.00	B
1-06-55-502-000-205	TRANS.UTILITY O/E: Enforcement Supply					
PARSOL PARTEK SOLUTIONS, INC.	21-03323 Enforcement Ticketing Paper			2,901.08	0.00	
1-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM OPTIMUM	21-03472 #07866-196915-01-3 12/15- 1/14			125.39	0.00	
1-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
GLESUP GLENCO SUPPLY INC.	21-03380 Downtown Metered Parking Signs			1,575.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.	22-00099 #165543 Parking Meter Decals			<u>217.35</u>	0.00	
				1,792.35		
1-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO IPS GROUP, INC.	21-03250 Meter Battery and Components			658.48	0.00	
IPSGRO IPS GROUP, INC.	22-00098 INV67297 Dec 2021 DMS Fees			<u>6,966.00</u>	0.00	
				7,624.48		
1-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005 PARKMOBILE USA, LLC	21-03406 INV22559 NOVEMBER 2021			3,209.70	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-06-55-502-000-222	TRANSP. UTILITY OE Repairs					
MILCOM	MILLENNIUM COMMUNICATIONS	21-03343	FIBER REPAIR BOND STREET	39,470.00	0.00	
	Extd Total: TRANSP.UTILITY O/E: OTHER EXPENSES:			63,980.50		
	Department Total: UTILITY OE			63,980.50		
	CAFR Total:			63,980.50		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			63,980.50		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
1-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	21-03449	#1498180 Batteries, Screw, etc	61.77	0.00	
1-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
TELISC	TELEDYNE INSTRUMENTS, INC.	21-02072	ISCO3710 Portable Sampler, etc	3,444.67	0.00	
1-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	22-00037	#1018-210026567043 11/24-12/22	2,536.76	0.00	
NJNATU	N.J. NATURAL GAS CO.	22-00041	#10-3146-5850-17 11/10-12/13	6,092.34	0.00	
JCPL	JCPL	22-00067	#100 016 343 381 8/26-11/24	83,763.46	0.00	
NJAMER	N.J. AMERICAN WATER CO.	22-00135	#1018-210043098405 12/2-1/5	219.91	0.00	
				92,612.47		
1-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
GARDSTA	GARDEN STATE LABORATORIES, INC.	21-02935	#521931 SEPTEMBER 2021	2,380.00	0.00	
GARDSTA	GARDEN STATE LABORATORIES, INC.	21-03186	#524145 Influent/Effluent, etc	1,485.00	0.00	
RUSREI	RUSSELL REID WASTE HAULING &	21-03405	#6358429 NOVEMBER 2021	20,212.50	0.00	
ANSWER	ANSERCOMM COMMUNICATIONS	21-03466	#M4541-120621 DECEMBER 2021	186.11	0.00	
STATEOF	STATE OF NJ DEPT. OF LABOR &	22-00011	INVOICE #179385 BOILER STATE	880.00	0.00	
				25,143.61		
1-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	21-03339	INVOICE #519856 NOVEMBER 2021	15,618.75	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			136,881.27		
	Department Total: UTILITY OE			136,881.27		
	CAFR Total:			136,881.27		
	Fund Total: SEWER UTILITY: BUDGET:			136,881.27		
	Year Total:			1,033,671.02		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
2-01-20-100-000-212	ADMINISTRATION Dues,Licenses					
ASCAP	ASCAP	22-00021	#500638919 2022 LICENSE FEE	390.00	0.00	
	Extd Total: ADMINISTRATION			390.00		
	Department Total: ADMINISTRATION			390.00		

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

January 20, 2022
11:01 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MAYOR/COUNCIL						
Extd: MAYOR & COUNCIL						
2-01-20-110-000-299	MAYOR & COUNCIL Misc.					
NJCONF	NJ CONFERENCE OF MAYOR'S	22-00080	Invoice 2022323 2022 Dues	510.00	0.00	
Extd Total: MAYOR & COUNCIL				510.00		
Department Total: MAYOR/COUNCIL				510.00		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
2-01-20-120-000-212	MUNICIPAL CLERK Dues,Licenses					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	22-00078	2022 Membership Invoice#13MLK2	1,184.00	0.00	
MCANJ	MUNICIPAL CLERKS' ASSOC. OF NJ	22-00079	2022 Membership M. Hartsgrove	150.00	0.00	
				1,334.00		
2-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER, LLC	22-00075	Coaster #58164, 58111	39.18	0.00	
2-01-20-120-000-222	MUNICIPAL CLERK Training					
RUTGE005	RUTGERS, THE STATE UNIV. OF NJ	22-00120	Anthony RMC Classes	1,398.00	0.00	
2-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC	GRANICUS, LLC	22-00036	#147408 Granicus Jan. 2022	706.20	0.00	
Extd Total: MUNICIPAL CLERK				3,477.38		
Department Total: MUNIC CLERK				3,477.38		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
2-01-20-130-000-206	FINANCE Copier					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00026	#18726 CONTRCT PMT #51 OF 60	515.72	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00030	#18196 CONTRACT PMT #57 OF 60	3,207.29	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00034	#18196 CONTRACT PMT #58 OF 60	1,859.62	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	22-00043	CONTRACTS 10/1/21 - 12/31/21	3,683.03	0.00	
				9,265.66		
2-01-20-130-000-207	FINANCE HR Testing					
MERHEA	MERIDIAN OCCUPATIONAL HEALTH	22-00128	INVOICE #4476686 DECEMBER 2021	870.00	0.00	
2-01-20-130-000-209	FINANCE Fees					
GREFIN	GREATAMERICA FINANCIAL SVCS.	22-00028	INVOICE #30551782 JANUARY 2022	679.00	0.00	
2-01-20-130-000-212	FINANCE Dues,Subscript.					
GFOA	G.F.O.A. OF NJ	22-00147	2022 Membership dues J. BOOS	90.00	0.00	
2-01-20-130-000-222	FINANCE Training					
INSFOR	INSTITUTE FOR PROFESSIONAL	22-00004	GREEN PURCHASING WEBINAR 1/5	50.00	0.00	
Extd Total: FINANCIAL ADMINISTRATION				10,954.66		
Department Total: FINANCE				10,954.66		

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
2-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
ZOOMV005	ZOOM VIDEO COMMUNICATIONS, INC	22-00007	LICENSES FOR VIRTUAL MEETINGS	234.41	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			234.41		
	Department Total: COMPUTER MIS			234.41		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
2-01-20-151-000-202	DIRECTOR OF COMMUNICATIONS Dues					
APCHAM	A.P. CHAMBER OF COMMERCE	22-00068	Annual Membership Fee	150.00	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			150.00		
	Department Total: DIRECTOR OF COMMUNICATIONS			150.00		
	CAFR Total:			15,716.45		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
2-01-21-180-000-201	PLANNING BOARD General Plant					
NJPLAN	THE NJ PLANNING OFFICIALS, INC.	22-00129	NJPO 2022 Dues PB/ZB	185.00	0.00	
	Extd Total: PLANNING BOARD			185.00		
	Department Total: PLANNING BOARD			185.00		
Department: ZONING BOARD						
Extd: ZONING BOARD OF ADJUSTMENT						
2-01-21-185-000-209	ZONING BOARD Fees					
NJPLAN	THE NJ PLANNING OFFICIALS, INC.	22-00129	NJPO 2022 Dues PB/ZB	185.00	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			185.00		
	Department Total: ZONING BOARD			185.00		
	CAFR Total:			370.00		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
2-01-22-200-000-205	CONST CODE Dues/Subscriptions					
MUNCO005	MUNCO OF NEW JERSEY	22-00131	2022 MUNCO MEMBERSHIP FEES	75.00	0.00	
MONBUI	MONMOUTH CTY BLDING. OFFICIALS	22-00132	2022 BUILDING ASSOCIATION FEES	40.00	0.00	
MUNELE	MUNIC.ELECTRICAL INSPECT.ASSOC	22-00133	2022 MUNICIPAL ELECTRIC MEMBER	120.00	0.00	
NJSTPL	NJ STATE PLUMBING INSPECTORS	22-00134	2022 PLUMBING ASSOCIATION MEMB	75.00	0.00	
				310.00		
	Extd Total: CONSTRUCTION CODE OFFICIAL			310.00		
	Department Total: CONST CODE			310.00		
	CAFR Total:			310.00		

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

January 20, 2022
11:01 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: POLICE						
Extd: POLICE DEPARTMENT						
2-01-25-240-000-203	POLICE Motor Vehicle					
MELCOR	AP CARWASH AND OIL CHANGE	22-00101	CAR WASHES 1/4/ & 1/5 2022	17.25	0.00	
Extd Total: POLICE DEPARTMENT				17.25		
Department Total: POLICE				17.25		
CAFR Total:				17.25		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
2-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
TRIUS	TRIUS, INC.	22-00003	PARTS NEED FOR SALT SPREADER	318.28	0.00	
LAWPRO	LAWSON PRODUCTS, INC.	22-00039	INV #9309142985 WRENCH KIT	562.99	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-00042	#40IV143508 BATTERY & CORE	115.29	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	22-00104	SWITCHES FOR CAR #85	8.86	0.00	
				<u>1,005.42</u>		
2-01-26-290-000-205	STREETS & ROAD Snowstorm Expenses					
THEHOS	THE HOSE SHOP, INC.	22-00141	DPWTRUCK50 PLOW PISTON FITTING	8.41	0.00	
2-01-26-290-000-210	STREETS & ROAD Network Fleet					
VERIZ015	VERIZON CONNECT	22-00020	INV#613000021893 1/3/2022	2,483.30	0.00	
Extd Total: STREETS & ROADS MAINTENANCE				3,497.13		
Department Total: STREETS & ROAD				3,497.13		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
2-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	22-00070	#226245 TRASH FEES 12/16-12/31	26,978.77	0.00	
2-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	22-00081	#225907 JANUARY 2022	45,416.65	0.00	
Extd Total: SOLID WASTE COLLECTION				72,395.42		
Department Total: SOLID WASTE				72,395.42		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
2-01-26-310-000-218	BUILDING & GND Contract.Serv.					
SCHELE	SCHINDLER ELEVATOR CORP.	22-00084	#8105830206 1/1/22 - 3/31/22	386.91	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	22-00150	#415856229 1/3/22 DPW SERVICES	85.00	0.00	
				<u>471.91</u>		
Extd Total: BUILDINGS & GROUNDS				471.91		
Department Total: BUILDING & GND				471.91		
CAFR Total:				76,364.46		

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TELEPHONE						
Extd: TELEPHONE						
2-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	22-00038	INVOICE #327190-M JANUARY 2022	3,549.95	0.00	
VERZON	VERIZON BUSINESS	22-00091	#152-069-551-0001-78 1/4 - 2/3	124.99	0.00	
				<u>3,674.94</u>		
	Extd Total: TELEPHONE			3,674.94		
	Department Total: TELEPHONE			3,674.94		
	CAFR Total:			3,674.94		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
2-01-43-490-000-247	MUNIC COURT Leases					
GREFIN	GREATAMERICA FINANCIAL SVCS.	22-00145	INV 30711081 JAN 2022 COURT	145.00	0.00	
	Extd Total: MUNICIPAL COURT			145.00		
	Department Total: MUNIC COURT			145.00		
	CAFR Total:			145.00		
	Fund Total: CURRENT			96,598.10		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
2-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00030	#18196 CONTRACT PMT #57 OF 60	296.99	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00034	#18196 CONTRACT PMT #58 OF 60	296.99	0.00	
				<u>593.98</u>		
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			593.98		
	Department Total: UTILITY OE			593.98		
	CAFR Total:			593.98		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			593.98		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
2-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
GRAING	GRAINGER, INC.	22-00002	ITEMS NEEDED FOR GARAGE HEAT	350.10	0.00	
2-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
ALLBOI	ALLIED BOILER REPAIR CORP.	22-00023	BOILER #3 & #4 REPAIRS NEEDED	897.46	0.00	
2-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00040	PAYMENT 3 OF 60 JANUARY 2022	82.58	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	22-00152	415847889 1/3/22 SEWER SERVICE	85.00	0.00	
				<u>167.58</u>		

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
JCIJ0005 JCI JONES CHEMICALS, INC.		22-00025	INVOICE #876472 JANUARY 2022	3,469.55	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			4,884.69		
	Department Total: UTILITY OE			4,884.69		
	CAFR Total:			4,884.69		
	Fund Total: SEWER UTILITY: BUDGET:			4,884.69		
	Year Total:			102,076.77		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-015	Admin Garbage Cans					
PRECIO05 PRECISE CONSTRUCTION, INC.		21-02151	SUNSET LAKE PARK IMPROVEMENTS	16,255.00	0.00	B
	Extd Total: Ord. 2018-4 Var. Capital Improvements			16,255.00		
Extd:	Ord. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
SHOPOI SHORE POINT ARCHITECTURE,PA		21-01208	ENGINEERING SERVICES NEW FIRE	11,127.40	0.00	B
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			11,127.40		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-002	DPW Truck					
PRECIO05 PRECISE CONSTRUCTION, INC.		21-02151	SUNSET LAKE PARK IMPROVEMENTS	1,766.34	0.00	B
	Extd Total: 2019 Ord. 2019-9 var. Capital Improv.			1,766.34		
Extd:	Ord. 2020-25 Various Vehicles					
C-04-55-998-180-002	Fire vehicle					
MILCOM MILLENNIUM COMMUNICATIONS		21-02679	GENETEC SERVERS & STORAGE	98,174.61	0.00	
	Extd Total: Ord. 2020-25 Various Vehicles			98,174.61		
Extd:	Ord. 2021-36 Various Capital Improv.					
C-04-55-998-182-004	IT Equipment					
DELCOM DELL MARKETING L.P.		21-03190	SERVER FOR POLICE IAPRO	8,784.83	0.00	
CDWGOV CDW GOVERNMENT LLC		21-03192	TELEPHONES & LAPTOPS UPGRADES	18,500.50	0.00	
AMAZO005 AMAZON.COM SERVICES		21-03301	CIP Computer Accessories	1,409.44	0.00	
				28,694.77		
	Extd Total: Ord. 2021-36 Various Capital Improv.			28,694.77		
	Department Total:			156,018.12		
	CAFR Total:			156,018.12		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			156,018.12		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: PARKING CAPITAL						
Department: CAP. IMP. FUND						
Extd: Ord. 2017-28 Var.Trans.Utility Improve.						
C-09-17-901-000-902	Various Transport.Utility Improvements					
IPSGRO IPS GROUP, INC.		21-00712	IPS-2021-012984039 4G MODEMS	4,750.00	0.00	B
	Extd Total: Ord. 2017-28 Var.Trans.Utility Improve.			4,750.00		
	Department Total: CAP. IMP. FUND			4,750.00		
	CAFR Total:			4,750.00		
	Fund Total: PARKING CAPITAL			4,750.00		
	Year Total:			160,768.12		
Fund: GRANT FUND BUDGET:						
G-02-43-871-014-214	Recycling Tonnage Program - 2014					
GLOIND GLOBAL INDUSTRIAL		21-02605	Compost bins for residents	2,229.98	0.00	
	Extd Total:			2,229.98		
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED BROWNFIELD REDEVELOPMENT		21-03426	Drawdown 54 Hazard. Assmt.	370.62	0.00	
	Extd Total:			370.62		
	Department Total:			2,600.60		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED BROWNFIELD REDEVELOPMENT		21-03426	Drawdown 54 Hazard. Assmt.	20,262.43	0.00	
	Extd Total:			20,262.43		
	Department Total:			20,262.43		
G-02-43-907-019-200	Mental Health Grant					
HOMDRU HOME DRUG PHARMACY		19-03515	Medication for Clients 2019-20	30.00	0.00	B
	Extd Total:			30.00		
	Department Total:			30.00		
G-02-43-934-020-200	Clean Communities Grant					
YESGRA YES GRAPHIC		21-03340	Custom Decals and shipping	505.00	0.00	
	Extd Total:			505.00		
	Department Total:			505.00		
G-02-43-941-021-200	Mental Health Grant					
HOMDRU HOME DRUG PHARMACY		21-03378	Infinity Diabetic test w/ Stri	15.00	0.00	
AMAZO005 AMAZON.COM SERVICES		21-03417	Med supplies Nursing	90.35	0.00	
				105.35		
	Extd Total:			105.35		
	Department Total:			105.35		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-943-021-200	Monmouth County Open Space Grant					
PRECIO05	PRECISE CONSTRUCTION, INC.	21-02151	SUNSET LAKE PARK IMPROVEMENTS	230,000.00	0.00	B
	Extd Total:			230,000.00		
	Department Total:			230,000.00		
G-02-43-952-021-200	Sustainable Jersey Grant					
GLOIND	GLOBAL INDUSTRIAL	21-02605	Compost bins for residents	2,000.00	0.00	
	Extd Total:			2,000.00		
	Department Total:			2,000.00		
	CAFR Total:			255,503.38		
	Fund Total: GRANT FUND BUDGET:			255,503.38		
	Year Total:			255,503.38		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2020 CDBG B20MC340100 CFDA 14.218					
T-17-78-850-850-001	2020 Administration					
ASBPAK	ASBURY PARK PRESS	22-00109	Public Notice CDBG 12/28/21	89.00	0.00	
MONCLE	MONMOUTH COUNTY CLERK	22-00111	Discharge Mortgage Filing Fee	8.00	0.00	
ALLST	ALL STATE LEGAL	22-00136	INV 676869 MORTGAGE DISCHARGE	175.00	0.00	
				272.00		
	Extd Total: 2020 CDBG B20MC340100 CFDA 14.218			272.00		
	Department Total:			272.00		
	CAFR Total:			272.00		
Extd:	2021 CDBG B21MC340100 CFDA 14.218					
T-17-80-850-850-001	2021 Administration					
ASBPAK	ASBURY PARK PRESS	21-03469	#5034948 Public Notice 12/8/21	79.10	0.00	
T-17-80-850-850-003	Community Events					
FORPRO	FOREMOST PROMOTIONS	21-02566	Fire Hats for Fall Event	280.00	0.00	
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			359.10		
	Department Total:			359.10		
	CAFR Total:			359.10		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			631.10		
Fund:	TRUST OTHER					
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC	NJ DEPT. OF COMMUNITY AFFAIRS	22-00093	4th Qt. DCA fees 2021	8,285.00	0.00	
	Extd Total: 5 YR EMERGENCY			8,285.00		
	Department Total:			8,285.00		
	CAFR Total:			8,285.00		
	Fund Total: TRUST OTHER			8,285.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-380-000-299	649 MATTISON AVENUE(649 MATTISON, LLC)					
CLACAN	CLARKE CATON HINTZ PC	21-03442	November CCH invoices	370.00	0.00	
JACSER	JACK A. SERPICO	22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	<u>262.50</u>	0.00	
				632.50		
	Extd Total:			632.50		
	Department Total:			632.50		
T-21-00-513-000-299	814 MAIN STREET(AP SHORE HOLDINGS, LLC)					
CLACAN	CLARKE CATON HINTZ PC	21-03442	November CCH invoices	1,003.71	0.00	
	Extd Total:			1,003.71		
	Department Total:			1,003.71		
T-21-00-529-000-299	1207 PINE STREET(3 SUNSET DRIVE, LLC)					
JACSER	JACK A. SERPICO	22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	600.00	0.00	
	Extd Total:			600.00		
	Department Total:			600.00		
T-21-00-530-000-299	302 ATKINS AVE(INTERFAITH NEIGHBORS,INC)					
JACSER	JACK A. SERPICO	22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
Department: DEFICIT PY						
T-21-00-532-000-299	1117 SUNSET AVENUE(MARISE BEAUVIL)					
CLACAN	CLARKE CATON HINTZ PC	21-03442	November CCH invoices	221.15	0.00	
	Extd Total:			221.15		
	Department Total:		DEFICIT PY	221.15		
T-21-00-534-000-299	1317-1319 SPRINGWOOD(BROTHER INTHE BLUE)					
CLACAN	CLARKE CATON HINTZ PC	21-03442	November CCH invoices	220.00	0.00	
JACSER	JACK A. SERPICO	22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	<u>150.00</u>	0.00	
				370.00		
	Extd Total:			370.00		
	Department Total:			370.00		
T-21-00-537-000-299	830 DUNLEWY STREET(JUSTIN B. NEDEN)					
CLACAN	CLARKE CATON HINTZ PC	21-03442	November CCH invoices	75.00	0.00	
JACSER	JACK A. SERPICO	22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	<u>225.00</u>	0.00	
				300.00		
	Extd Total:			300.00		
	Department Total:			300.00		

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-539-000-299	904 HECK STREET(MICHELE DUNN)					
JACSER JACK A. SERPICO		22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	187.50	0.00	
	Extd Total:			187.50		
	Department Total:			187.50		
T-21-00-541-000-299	1212 SUNSET AVE(ARUN P. & SANJANA RIMAL)					
CLACAN CLARKE CATON HINTZ PC		21-03442	November CCH invoices	385.00	0.00	
JACSER JACK A. SERPICO		22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	262.50	0.00	
				647.50		
	Extd Total:			647.50		
	Department Total:			647.50		
T-21-00-542-000-299	503 8TH AVENUE(503 8TH AVE,LLC/P.SIEGEL)					
CLACAN CLARKE CATON HINTZ PC		21-03442	November CCH invoices	220.00	0.00	
	Extd Total:			220.00		
	Department Total:			220.00		
T-21-00-544-000-299	507 SEWALL AVENUE(MICHAEL BERNEY)					
CLACAN CLARKE CATON HINTZ PC		21-03442	November CCH invoices	430.00	0.00	
JACSER JACK A. SERPICO		22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	75.00	0.00	
				505.00		
	Extd Total:			505.00		
	Department Total:			505.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,837.36		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,837.36		
Fund:	ISTAR-2 ESCROW FUND:					
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous					
ANSZAR ANSELL,GRIMM & AARON, P.C.		22-00050	#477216: REDEVELOPMENT AGENCY	105.00	0.00	
	Extd Total:			105.00		
	Department Total:			105.00		
	CAFR Total:			105.00		
	Fund Total: ISTAR-2 ESCROW FUND:			105.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-825	AP TRIANGLE(ASBURY PARTNERS,LLC/iStar)					
MARFAL MARAZITI FALCON, LLP		21-03332	Prof.Svcs.Rendered in Nov.21	1,592.50	0.00	
T-48-56-850-000-826	202 7TH AVE(202 SEVENTH AVE,LLC/FASANO)					
MARFAL MARAZITI FALCON, LLP		21-03332	Prof.Svcs.Rendered in Nov.21	65.00	0.00	
T-48-56-850-000-836	1401 OCEAN(1401 OCEAN/BERKELEY HOTEL)					
MARFAL MARAZITI FALCON, LLP		21-03332	Prof.Svcs.Rendered in Nov.21	260.00	0.00	
MARFAL MARAZITI FALCON, LLP		21-03359	PROF.SERVICES MAY'21 & JUL'21	8,612.50	0.00	
				8,872.50		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-837	BONDABLE/INFRASTRUCTURE(iSTAR/ASB.PART.)					
MARFAL MARAZITI FALCON, LLP		21-03332	Prof.Svcs.Rendered in Nov.21	2,335.60	0.00	
	Extd Total:			12,865.60		
	Department Total:			12,865.60		
	CAFR Total:			12,865.60		
	Fund Total:		CITY OF ASBURY PARK REDEVELOPMENT ESCROW	12,865.60		
	Year Total:			26,724.06		
Total Charged Lines: 651 Total List Amount: 1,578,743.35 Total Void Amount:				0.00		

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	1-01	614,798.22	0.00	0.00	614,798.22
BEACH	1-05	218,011.03	0.00	0.00	218,011.03
TRANSPORTATION UTILITY: BUDGET:	1-06	63,980.50	0.00	0.00	63,980.50
SEWER UTILITY: BUDGET:	1-07	136,881.27	0.00	0.00	136,881.27
Year Total:		1,033,671.02	0.00	0.00	1,033,671.02
CURRENT	2-01	96,598.10	0.00	0.00	96,598.10
TRANSPORTATION UTILITY: BUDGET:	2-06	593.98	0.00	0.00	593.98
SEWER UTILITY: BUDGET:	2-07	4,884.69	0.00	0.00	4,884.69
Year Total:		102,076.77	0.00	0.00	102,076.77
GENERAL CAPITAL FUND BUDGET:	C-04	156,018.12	0.00	0.00	156,018.12
PARKING CAPITAL	C-09	4,750.00	0.00	0.00	4,750.00
Year Total:		160,768.12	0.00	0.00	160,768.12
GRANT FUND BUDGET:	G-02	255,503.38	0.00	0.00	255,503.38
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	631.10	0.00	0.00	631.10
TRUST OTHER	T-20	8,285.00	0.00	0.00	8,285.00
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	4,837.36	0.00	0.00	4,837.36
ISTAR-2 ESCROW FUND:	T-42	105.00	0.00	0.00	105.00
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	12,865.60	0.00	0.00	12,865.60
Year Total:		26,724.06	0.00	0.00	26,724.06
Total of All Funds:		1,578,743.35	0.00	0.00	1,578,743.35

January 26, 2022 Council Meeting

Balance Brought Forward from Total List Amount	\$	1,578,743.35
Millennium Communications Group (21-03381 - 2nd line)	\$	2,720.00
Maaco Collision (21-02512 - 2nd line)	\$	1,518.62
NJSHBP	\$	494,507.81
PMA Management Corp.	\$	6,175.00
US Bank Operations Ctr.	\$	88,699.69
Treas. State of NJ/727 Fund NJDEP, Trust Fund	\$	21,055.07
NJ Environ.Infra.Trust	\$	307,801.60
Asbury Park Board of Education	\$	1,074,954.00
CMRS-FP(Postage)	\$	2,500.00
Depository Trust Company	\$	9,380,752.39
Total:	\$	<u>12,959,427.53</u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-78

Routine Budget Transfer

Current Fund:

Planning Department	\$10,000.00	
Liability Insurance	25,000.00	
Workers Compensation Insurance	5,000.00	
Senior Center OE	5,000.00	
Social Security	9,000.00	
Finance SW		\$4,000.00
Code Enforcement SW		5,000.00
Engineering Fees		20,000.00
Legal Fees		25,000.00



RESOLUTION NO. 2022-78

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

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATION RESERVES IN THE FISCAL YEAR 2021 BUDGET

WHEREAS, it has been determined that various line items within the 2021 fiscal year Appropriation Reserve operating budget need additional funds to cover these expenditures; and,

WHEREAS, it has also been determined that sufficient balances remain in various expense accounts to cover these expenditures; and,

WHEREAS, New Jersey Statute 40A:4-59 allows for the transfer of funds between line items during the first three months of the following year.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the Chief Financial Officer is hereby authorized to make the following appropriation reserve budget transfers:

	From	To
Current Fund:		
Planning Department	\$10,000.00	
Liability Insurance	25,000.00	
Workers Compensation Insurance	5,000.00	
Senior Center OE	5,000.00	
Social Security	9,000.00	
Finance SW		\$4,000.00
Code Enforcement SW		5,000.00
Engineering Fees		20,000.00
Legal Fees		25,000.00

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to provide a certified copy to the Chief Financial Officer and the City Auditor.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-78 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-79

WHEREAS, N.J.S.A 40:66-1.2, *et seq.*, as amended (hereinafter referred to as the “Act”), provides in pertinent part that multi-family dwellings, as defined in the Act, are entitled to receive certain municipal services when such services are provided to other residents of the municipality,



RESOLUTION NO. 2022-79

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

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS TO PROVIDE MUNICIPAL SERVICES (OR REIMBURSEMENT PAYMENTS THEREFOR) TO ELIGIBLE MULTI-FAMILY DWELLINGS.

WHEREAS, N.J.S.A 40:66-1.2, *et seq.*, as amended (hereinafter referred to as the “Act”), provides in pertinent part that multi-family dwellings, as defined in the Act, are entitled to receive certain municipal services when such services are provided to other residents of the municipality, or to receive monetary reimbursements for such services, as more specifically described in the Act; and

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) have approved a form Agreement to provide such services, or monetary reimbursements therefor, to eligible multi-family dwellings within the City, a copy of which is attached hereto.

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

1. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement, or one which is substantially similar thereto and is in a form that is satisfactory to the City Attorney, relating to the provision of certain municipal services, or monetary reimbursements therefor, to eligible multi-family dwellings within the City, as defined in the Act.
2. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Donna M. Vieiro, City Manager;
 - b. JoAnn Boos, CFO;
 - c. Erick Aguiar, Financial Analyst; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-79 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 23rd DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK

**AGREEMENT TO PROVIDE
MUNICIPAL SERVICES TO MULTI-FAMILY DWELLING**

THIS AGREEMENT, entered into this _____ day of _____, 2022, by and between:

THE CITY OF ASBURY PARK, a corporate body politic of the State of New Jersey, having offices at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter referred to as the “City”); and

_____, having an address of _____
(hereinafter referred to as the “Landlord”), as the record owner of a multi-family dwelling as defined under N.J.S.A. 40:66-1.2 which is located at _____
(the “Dwelling”).

(Collectively, the City and the Landlord shall hereinafter be referred to as the “parties.”)

WITNESSETH

WHEREAS, N.J.S.A. 40:66-1.2, *et seq.*, as amended (hereinafter referred to as the “Act”), provides in pertinent part that multi-family dwellings, as defined in the Act and herein, are entitled to receive certain municipal services when such services are provided to other residents of the municipality, or to receive monetary reimbursements for such services, as more specifically described in the Act; and

WHEREAS, the Mayor and Council of the City have determined that the Dwelling is a “multi-family dwelling” within the meaning of the Act; and

WHEREAS, the City is willing to provide certain services to the Dwelling, or to provide a reimbursement for the costs of same (subject to the cap limitations referenced herein), in accordance with the requirements of the Act and Chapter 19 of the Code of the City of Asbury Park (the “City Code”); and

WHEREAS, the parties wish to enter into an Agreement pursuant to the Act (specifically, per N.J.S.A. 40:66-1.4) and Chapter 19 of the City Code, which shall establish the terms and conditions governing the same.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE ONE

Definitions

- A. As used in this Agreement, the following terms shall have the meanings indicated:
- (1) "Bulk refuse" shall have the meaning set forth in Section 19-1 of the City Code, as may be amended by the Mayor and Council from time to time.
 - (2) "Force majeure" shall mean any circumstances which are beyond the reasonable control of the party involved including, but not limited to, the following: any law, order, regulation, direction by any New Jersey State governmental authority of the United States; strikes or riots; local, state or national emergencies; war or acts of public enemies; fires, floods or other catastrophes or acts of God.
 - (3) "Multi-family dwelling" shall mean any building or structure or complex of buildings or structures in which five (5) or more dwelling units are rented or leased or offered for rental or lease for residential purposes except hotels, motels or other guesthouses serving transient or seasonal guests as those terms are defined under subsection (j) of section 3 of the "Hotel and Multiple Dwelling Law," P.L.1967, c.76 (C.55:13A-1 et seq.).

- (4) “Recyclable materials” shall have the meaning set forth in Section 19-3.3 of the City Code, as may be amended by the City’s Mayor and Council from time to time.
- (5) “Recyclable materials collection services” shall mean the collection and disposal of recyclable materials.
- (6) “Solid waste” shall mean garbage, refuse and other discarded materials resulting from domestic activities.
- (7) “Solid waste collection services” shall mean the collection and disposal of solid waste.
- (8) “Total cost of services” shall mean the cost that would be incurred by the City in providing solid waste and/or recyclable materials collection services to a multi-family dwelling in the same manner as the City provides those services, curbside, to other residents of the City.

ARTICLE TWO

The City’s Rights and Obligations

- A. Pursuant to N.J.S.A. 40:66-1.2, *et seq.*, the City agrees to either:
 - (1) Provide the following services to the Dwelling, in accordance with the provisions set forth below:
 - (a) Collection and disposal of recyclable materials from the curbside adjacent to the Dwelling, or as otherwise directed by the City; and
 - (b) Collection and disposal of solid waste and bulk refuse from the curbside adjacent to the Dwelling, or as otherwise directed by the City; or

- (2) Provide monetary reimbursement to the Landlord, as set forth herein and in the Act, for the actual costs associated with providing the services described in Paragraph A(1) but not more than the total cost of services that would have been incurred by the City in providing said services directly to the Dwelling, calculated as if Dwelling units were located along public roads and streets and the service provided curbside.

B. The choice of providing either the services described in Paragraph A(1) above or the reimbursement described in Paragraph A(2) above shall be at the sole discretion of the City. The City may choose to provide a portion of the services described in Paragraph A(1) above and to provide reimbursement for the costs associated with the remainder of said services, which determination shall be at the sole discretion of the City. The City shall make a determination by September 1st of each year as to whether it wishes to provide services (and, if applicable, the extent of such services) for the forthcoming calendar year, or to provide reimbursement for the costs of providing same. Notice thereof shall be provided in writing from the City to the Landlord immediately thereafter. The City may elect, in its sole discretion, thereafter to change its determination and, if so, notice shall be given to the Landlord on or before September 1st for the applicable ensuing year.

C. Should the City choose to provide a portion or all of the services described in Paragraph A(1) above, then the following shall apply:

- (1) The services rendered shall be in the same fashion and to the same extent as the City provides on the regular public streets of the City in accordance with any established City policies, practices and schedule.

- (2) With respect to the collection and disposal of recyclable materials, the City has established and implemented a municipal recycling program and has adopted an ordinance which requires persons generating solid waste within its municipal boundaries to source separate from the solid waste stream all recyclable materials. This ordinance (Section 19-3 of the City Code) shall govern the collection and disposal of recyclable materials. Copies of said ordinance may be obtained from the Office of the City Clerk at the City's municipal office or at the City's website at www.cityofasburypark.com.
- (3) The City shall not be required to operate any municipally owned or leased vehicle(s) or other equipment, or to provide any of the services enumerated in Paragraph A(1) above, upon, along or in relation to any road or street in a multi-family dwelling complex which either: (a) has not been accepted for dedication to public use; or (b) does not meet all municipal standards and specifications for such dedication, except for width.
- (4) In order to be eligible for solid waste and/or recyclable materials collection services or reimbursement for those services, the Dwelling shall be required to comply with all recycling requirements generally applicable to all other residential properties within the City. If a certified public works manager employed by the City determines that the Dwelling is not in compliance with the City's recycling requirements, then the City may terminate solid waste and recyclables collection services to the Dwelling,

or reduce its reimbursement payments by an amount equal to the landfill or disposal costs that would be saved if the recyclables were separated from the other solid waste. No solid waste collection shall be terminated or reimbursement amount shall be reduced pursuant to this subsection unless the Landlord has been sent written notice of noncompliance and been given thirty (30) days' written notice of the proposed reimbursement amount reduction. During those thirty (30) days the Landlord shall have the opportunity to bring the Dwelling into compliance with the City's recycling requirements, and have that compliance certified by a certified public works manager employed by the City.

D. Should the City choose the reimbursement option described in Paragraph A(2) above, then the following terms and conditions shall apply:

- (1) The City shall reimburse the Landlord on a quarterly basis, or as otherwise agreed to by the parties, for all actual eligible costs incurred by the Landlord during the immediately preceding time period, in accordance with the provisions set forth below, except as follows:
 - (a) There shall be a cap in the amount of \$235.89 per unit annually for reimbursement relating to solid waste collection services. This sum has been derived by dividing the annual cost for the City to provide solid waste collection services (inclusive of tipping fees and all other service charges) and dividing said amount by the total number of units serviced within the City. The cap amount referenced herein may be adjusted by the City annually moving

forward, in accordance with the formula set forth above. The City shall notify the Landlord by September 1st of each year if the cap is to be adjusted.

- (b) There shall be a cap in the amount of **\$81.88** per unit annually for reimbursement relating to **recyclable materials collection services**. This sum has been derived by dividing the annual cost for the City to provide recycling services (inclusive of tipping fees and all other service charges) and dividing said amount by the total number of units serviced within the City. The cap amount referenced herein may be adjusted by the City annually moving forward, in accordance with the formula set forth above. The City shall notify the Landlord by September 1st of each year if the cap is to be adjusted.

- (2) Prior to qualifying for such reimbursement, the Landlord shall certify to the correctness of the costs incurred relative to the Dwelling for that period. Said certification shall be itemized and separated by service rendered (i.e., solid waste collection or recyclable materials collection), and shall include authenticated copies of all contracts, invoices, time records or other documentation necessary in order to substantiate the accuracy of the charges contained therein. All documents submitted shall be separated by service rendered. The Landlord shall forward the certification and supporting documents to the City's Chief Financial Officer (hereinafter the "C.F.O.") not later than February 1st, May 1st,

August 1st, and November 1st, respectively, for charges incurred during the prior quarter. The C.F.O. may request further substantiation of same prior to authorizing payment, and shall be responsible for making the determination on a case-by-case basis as to the eligibility of each invoice submitted for payment. If the charges (or any portion thereof) are approved by the City, then the City shall make the reimbursement payment within sixty (60) days of the quarterly due date. No reimbursement shall be made for any services rendered during the prior quarter if the Landlord fails to submit the certification and supporting documents referenced herein for the particular service rendered by the quarterly due date.

- (3) After receipt of the documentation necessary to verify the validity of reimbursable charges, the C.F.O. may, if necessary, request further substantiation from the Landlord for all or any part of the charges incurred prior to making payment.
- (4) The eligible costs shall be paid quarterly in the form of a check made payable to the Landlord.
- (5) Notwithstanding the foregoing, the City shall not be obligated to provide reimbursement for any costs which would exceed the City's costs in directly providing the same services to the Dwelling, calculated as if the Dwelling units were located along public roads and streets and the collection service provided curbside. To the extent that the City's costs to provide the same services would have been higher than what was paid by

the Landlord, the City shall only reimburse the Landlord for those costs actually incurred by the Landlord.

- (6) The C.F.O. shall review any contract(s) submitted pursuant to subsection (2) or (3) of this section so as to ensure that it adequately separates costs to be incurred which are eligible for reimbursement under this Agreement.

ARTICLE THREE

The Landlord's Rights and Obligations

A. The Landlord shall designate at least one individual to act as the Coordinator who must be a managing agent of the Landlord and who shall be responsible for the implementation of this Agreement. The Coordinator's responsibilities shall include, but not be limited to, responding to citizen inquiries, notifying residents of collection schedules, and proper presentation of all collectable material. The City shall be given notice in writing of any change in the appointment of the Landlord's Coordinator.

B. The designated Coordinator shall be required to attend all meetings pertaining to this Agreement with the City upon reasonable notice.

C. The Coordinator shall inform the Dwelling's residents of all notices submitted to the Coordinator by the City. The Coordinator shall cooperate and work with the City to identify and resolve service problems.

D. Until collectable materials are actually collected by the City, the Landlord and its Coordinator shall be responsible for compliance with all Federal, State and local laws and regulations applicable to the collection of collectable materials hereunder and applicable to health and safety to the extent that such materials are on the Dwelling's property.

E. In the event the City elects to provide reimbursement, rather than actual services, then the Landlord shall utilize the reimbursement amounts to pay for the services that the City chooses not to provide. The Landlord shall provide an accounting to the City on an annual basis, on or before February 1st of each year, as to the use of the money paid over to it by the City for the prior year. The Landlord shall be required to refund to the City any payments in excess of the amounts actually expended or contractually committed by the Dwelling during the accounting period in order to provide for the solid waste and/or recyclable materials collection services covered by this Agreement.

ARTICLE FOUR

Force Majeure

A. Neither party shall be held to be in default of any obligation or performance under this Agreement, or be liable to the other party, if failure to perform results directly or indirectly from force majeure, and both parties' obligations under this Agreement shall abate, including the obligation to pay hereunder, until such force majeure condition shall terminate.

B. Notice shall be given by one party to the other of any force majeure condition as soon as possible after the occurrence of the event constituting force majeure. The notifying party shall promptly take all reasonable and necessary action to restore said service at the earliest practical date.

ARTICLE FIVE

Limitation of Liability

A. The City shall use its best efforts to assure that all obligations hereunder are met in a timely and complete manner. The City shall not be held liable if the performance of any

obligation to the Dwelling is delayed or withheld because of acts or omissions of the Landlord or of the State of New Jersey or for any other reasons which are beyond the City's control.

B. If due to circumstances beyond the control of the City, any services or reimbursements to be provided as set forth herein cannot be performed on a particular day, the services or reimbursements shall be resumed as soon as practicable and reasonably possible thereafter.

ARTICLE SIX

Corporate Authority

Each individual executing this Agreement on behalf of the Landlord represents and warrants that he/she is authorized to execute this Agreement on behalf of said Landlord in accordance with proper authority granted by the Landlord, and that this Agreement is binding upon said Landlord, and that the Landlord is authorized to act on behalf of the Dwelling's inhabitants. The Landlord shall deliver to the City upon execution of this Agreement, a certified copy of a resolution of the Board of Directors of the Landlord, if applicable, authorizing or ratifying the execution of this Agreement.

ARTICLE SEVEN

Notices

A. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by hand or by registered mail, return receipt requested, addressed to the party as set forth below, or to such other address as the said party may have specified by notice given in writing to the other party:

City of Asbury Park
Attn: City Manager
One Municipal Plaza
Asbury Park, NJ 07712

B. Unless it is expressly agreed otherwise, any such written notice or consent shall be deemed to be given when deposited by hand with the party to whom notice is being given, or on the date of receipt or rejection indicated on the certified mail return receipt card.

ARTICLE EIGHT

Insurance and Damage Claims

If applicable, the Landlord shall be required to pay the cost of the insurance riders required by the City to enable City vehicles to operate on the private roads and streets within the multi-family dwelling complex. In the event the City elects to provide services in lieu of reimbursement, the Landlord shall provide an insurance certificate in accordance with the insurance requirements of the City. The Landlord shall be solely responsible for any and all damage(s) that may be occasioned within the multi-family complex resulting from the City's performance of solid waste and recyclable materials collection services under this Agreement, unless such damage was caused by gross negligence, recklessness or intentional acts on the part of the City, its officials, employees, agents, volunteers or contractors.

ARTICLE NINE

General

A. No delay or failure to exercise any right or remedy under this Agreement will operate to limit, preclude, cancel, or waive any further exercise or such right or remedy or the exercise of any other right or remedy.

B. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE TEN

Modifications

The terms and conditions of this Agreement may not be modified at any time except by mutual agreement of the parties in writing, duly signed by their authorized representative.

ARTICLE ELEVEN

Duration of Agreement

This Agreement to Provide Municipal Services shall have a duration until December 31, 2022. Thereafter, this Agreement shall be automatically renewed for successive additional one year terms, unless the City gives a minimum of sixty (60) days' notice of its intention not to renew the Agreement prior to the annual renewal date. At that time, the parties shall then have the option to renegotiate all of the terms and conditions of the Agreement. The fact that the City may give notice of its intent not to automatically renew this Agreement shall not be deemed, in any way, as a right to avoid the City's obligations under applicable laws, including but not limited to, the Act.

ARTICLE TWELVE

Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the parties in relation to its subject matter, and supersedes all previous agreements, understandings and representations between the parties.

IN WITNESS WHEREOF, the parties each represent to the other that the individuals executing this Agreement are duly authorized and empowered to sign on their behalf.

ATTEST: CITY OF ASBURY PARK

MELODY HARTSGROVE,
MUNICIPAL CLERK

MAYOR JOHN B. MOOR

LANDLORD

[Authorized representative – Print Name and Title]

[Affix Corporate Seal and Attach Authorizing Resolution, if applicable]

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

BE IT REMEMBERED that on this _____ day of _____, before me, the subscriber, personally appeared MELODY HARTSGROVE, who, being by me duly sworn on her oath, did depose and make proof to my satisfaction, that she is the Municipal Clerk of the City of Asbury Park, the municipal corporation named in the within instrument; that John B. Moor is the Mayor of said City; that the execution, as well as the making of this instrument has been duly authorized by the said City; that deponent well knows the corporate seal of said City; and that the seal affixed to said instrument was signed and delivered by said Mayor as and for his voluntary act and deed on behalf of the City, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

MELODY HARTSGROVE,
MUNICIPAL CLERK

Sworn and subscribed to before
me on the date aforesaid.

NOTARY PUBLIC

ACKNOWLEDGMENT FOR LIMITED LIABILITY COMPANIES

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

BE IT REMEMBERED that on this _____ day of _____, before me, the subscriber, personally appeared _____, Managing Member in _____, L.L.C. to me known and known to me to be the individual described in and who executed the foregoing instrument, and such person duly acknowledged to me he understood the meaning of the instrument and that he executed the same as his act and deed, and as the Managing Member of the LLC named therein, and with full authority to act on behalf of such LLC, and that he is over the age of 18.

[Print Name and Title]

Sworn and subscribed to before
me on the date aforesaid.

NOTARY PUBLIC

ACNOWLEDGEMENT FOR INCORPORATED ENTITIES

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

BE IT REMEMBERED that on this _____ day of _____, before me, the subscriber, personally appeared _____, who, being by me duly sworn upon his/her oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of the Corporation named in the within instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this instrument has been duly authorized by a proper Resolution of the Board of Directors of said Corporation; that the seal affixed to said instrument is the proper corporate seal of the Corporation; and that said instrument was signed and delivered as and for the voluntary act and deed of said Corporation, in the presence of _____, who thereupon subscribed his/her name thereto as attesting witness.

[Print Name and Title]

Sworn and subscribed to before
me on the date aforesaid.

NOTARY PUBLIC



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-80

WHEREAS, N.J.S.A. 40:67-23.2, *et seq.*, as amended (hereinafter referred to as the “Act”), requires every municipality to provide certain services to “qualified private communities,” as defined in the Act, when such services are provided to other residents of the municipality, or to provide monetary reimbursements for such services, as more specifically described in the Act



RESOLUTION NO. 2022-80

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

RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS TO PROVIDE MUNICIPAL SERVICES (OR REIMBURSEMENT PAYMENTS THEREFOR) TO ELIGIBLE QUALIFIED PRIVATE COMMUNITIES.

WHEREAS, N.J.S.A. 40:67-23.2, *et seq.*, as amended (hereinafter referred to as the “Act”), requires every municipality to provide certain services to “qualified private communities,” as defined in the Act, when such services are provided to other residents of the municipality, or to provide monetary reimbursements for such services, as more specifically described in the Act; and

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) have approved a form Agreement to provide such services, or monetary reimbursements therefor, to eligible qualified private communities within the City, a copy of which is attached hereto.

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

1. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement, or one which is substantially similar thereto and is in a form that is satisfactory to the City Attorney, relating to the provision of certain municipal services, or monetary reimbursements therefor, to eligible qualified private communities within the City, as defined in the Act.
2. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Donna M. Vieiro, City Manager;
 - b. JoAnn Boos, CFO;
 - c. Erick Aguiar, Financial Analyst; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-80 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 23rd DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK

**AGREEMENT TO PROVIDE MUNICIPAL SERVICES TO
QUALIFIED PRIVATE COMMUNITY**

THIS AGREEMENT, entered into this _____ day of _____, 2022, by and between:

THE CITY OF ASBURY PARK, a corporate body politic of the State of New Jersey, having offices at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter referred to as the “City”); and

_____, for and on behalf of the homeowners of the qualified private community known as _____ (the “qualified private community”), having an address of _____ (hereinafter referred to as the “Association.”)

(Collectively, the City and the Association shall hereinafter be referred to as the “parties.”)

WITNESSETH

WHEREAS, N.J.S.A. 40:67-23.2, *et seq.*, as amended (hereinafter referred to as the “Act”), requires every municipality to provide certain services to “qualified private communities” as defined in the Act and herein, or to provide monetary reimbursements for such services, as more specifically described in the Act; and

WHEREAS, the Mayor and Council of the City have determined that the Association is a “qualified private community” within the meaning of the Act; and

WHEREAS, the City is willing to provide certain services to the Association, or to reimburse the Association for the costs of same (subject to the cap limitations referenced herein),

in accordance with the requirements of the Act and Chapter 19 of the Code of the City of Asbury Park (the “City Code”); and

WHEREAS, the parties wish to enter into an Agreement pursuant to the Act (specifically, per N.J.S.A. 40:67-23.5) and Chapter 19 of the City Code, which shall establish the terms and conditions governing the same.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE ONE

Definitions

- A. As used in this Agreement, the following terms shall have the meanings indicated:
- (1) “Bulk refuse” shall have the meaning set forth in Section 19-1 of the City Code, as may be amended by the Mayor and Council from time to time.
 - (2) “Condominium” shall mean the form of real property ownership provided for under the “Condominium Act,” P.L.1969, c.257 (C.46:8B-1, *et seq.*).
 - (3) “Cooperative” shall mean a housing corporation or association wherein the holder of a share or membership interest in the corporation or association is entitled to possess and occupy, for dwelling purposes, a house, apartment, or other unit of housing owned by the corporation or association, or to purchase a unit of housing constructed or erected by the corporation or association.
 - (4) “Eligible roads and streets” shall mean those areas of the Association referenced in Exhibit “A” attached hereto, if any.

- (5) “Fee simple community” shall mean a private community which consists of individually owned lots or units and provides for common or shared elements or interests in real property.
- (6) “Force majeure” shall mean any circumstances which are beyond the reasonable control of the party involved including, but not limited to, the following: any law, order, regulation, direction by any New Jersey State governmental authority of the United States; strikes or riots; local, state or national emergencies; war or acts of public enemies; fires, floods or other catastrophes or acts of God.
- (7) “Horizontal property regime” shall mean the form of real property ownership provided for under the “Horizontal Property Act,” P.L.1963, c.168 (C.46:8A-1, *et seq.*).
- (8) “Qualified private community” shall mean a residential condominium, cooperative, fee simple community, or horizontal property regime, the residents of which do not receive any tax abatement or tax exemption related to its construction, comprised of a community trust or other trust device, condominium association, homeowners’ association, or council of coowners, wherein the cost of maintaining roads and streets and providing essential services is paid for by a not-for-profit entity consisting exclusively of unit owners within the community. No apartment building or garden apartment complex owned by an individual or entity that receives monthly rental payments from tenants who occupy the premises shall be considered a qualified private community. Moreover, no

“proprietary campground facility,” as defined in Section 1 of P.L. 1993, c.258 (C.45:22A-49), shall be considered to be a qualified private community.

- (9) “Recyclable materials” shall have the meaning set forth in Section 19-3.3 of the City Code, as may be amended by the City’s Mayor and Council from time to time.
- (10) “Recyclable materials collection services” shall mean the collection and disposal of recyclable materials.
- (11) “Solid waste” shall mean garbage, refuse and other discarded materials resulting from domestic activities.
- (12) “Solid waste collection services” shall mean the collection and disposal of solid waste.

ARTICLE TWO

The City’s Rights and Obligations

A. Upon notification to the City in writing that control of the Association has been turned over to the unit owners in accordance with N.J.S.A. 46:8B-12.1, then the City agrees, pursuant to N.J.S.A. 40:67-23.3(a), to either:

- (1) Provide the following services to the Association, in accordance with the provisions set forth below:
 - (a) Removal of snow, ice and other obstructions from the eligible roads and streets within the qualified private community, if any;
 - (b) Upon notification to the City in writing (1) that street lighting on the eligible roads and streets within the qualified private

community has been installed and accepted by service by the public utility and (2) that certificates of occupancy have been issued for at least fifty percent (50%) of the dwelling units within the qualified private community as provided for in N.J.S.A. 40:55D-53.6, lighting of the eligible roads and streets within the qualified private community, if any, to the extent required by law, but not to include the installation or maintenance of lamps, standards, wiring or other equipment;

- (c) Collection of leaves and brush from, and the sweeping of, the eligible roads and streets, if any, within the qualified private community; and
 - (d) Collection and disposal of recyclable materials from the eligible roads and streets within the qualified private community, if any, or curbside, or as otherwise directed by the City; and
 - (e) Collection and disposal of solid waste and bulk refuse from the eligible roads and streets within the qualified private community, if any, or curbside, or as otherwise directed by the City; or
- (2) Reimburse the Association for the actual costs associated with providing the services described in Paragraph A(1) above in an amount not to exceed the cost that would have been incurred by the City in providing the services directly, in accordance with the procedures contained in this Agreement and the Act. The obligation to reimburse shall begin upon the notice to the City provided for in

Paragraph A(1)(a) above or with the execution of this Agreement, whichever occurs last.

B. The choice of providing either the services described in Paragraph A(1) above or the reimbursement described in Paragraph A(2) above shall be at the sole discretion of the City. The City may choose to provide one or any number of the services described in Paragraph A(1) above and to reimburse the Association for the costs associated with the remainder of said services, which determination shall be at the sole discretion of the City. The City shall make a determination by September 1st of each year as to whether it wishes to provide services (and, if applicable, the extent of such services) for the forthcoming calendar year, or to reimburse the Association for the costs of providing same. Notice thereof shall be provided in writing from the City to the Association immediately thereafter. The City may elect, in its sole discretion, thereafter to change its determination and, if so, notice shall be given to the Association on or before September 1st for the applicable ensuing year.

C. Should the City choose to provide any or all of the services described in Paragraph A(1) above, then the following shall apply:

- (1) The services rendered shall be in the same fashion and to the same extent as the City provides on the regular public streets of the City in accordance with any established City policies, practices and schedule.
- (2) With respect to the collection of recyclable materials, the City has established and implemented a municipal recycling program and has adopted an ordinance which requires persons generating solid waste within its municipal boundaries to source separate from the solid waste stream all recyclable materials. This ordinance (Section 19-3 of the City Code) shall govern the collection and disposal of

recyclable materials. Copies of said ordinance may be obtained from the Office of the City Clerk at the City's municipal office or at the City's website at www.cityofasburypark.com.

- (3) The City shall not be required to operate any municipally owned or leased vehicle(s) or other equipment or to provide any of the services enumerated in Paragraph A(1) above upon, along or in relation to any road or street in a qualified private community which either: (a) has not been accepted for dedication to public use; or (b) does not meet all municipal standards and specifications for such dedication, except for width.

D. Should the City choose the reimbursement option described in Paragraph A(2) above, then the following terms and conditions shall apply:

- (1) The City shall reimburse the Association on a quarterly basis, or as otherwise agreed to by the parties, for all actual eligible costs incurred by the Association during the immediately preceding time period, in accordance with the provisions set forth below, except as follows:
 - (a) There shall be a cap in the amount of **\$235.89** per unit annually for reimbursement relating to **solid waste collection services**. This sum has been derived by dividing the annual cost for the City to provide solid waste collection services (inclusive of tipping fees and all other service charges) and dividing said amount by the total number of units serviced within the City. The cap amount referenced herein may be adjusted by the City annually moving forward, in accordance with the formula set forth above. The City

shall notify the Association by September 1st of each year if the cap is to be adjusted.

- (b) There shall be a cap in the amount of \$81.88 per unit annually for reimbursement relating to recyclable materials collection services. This sum has been derived by dividing the annual cost for the City to provide recycling services (inclusive of tipping fees and all other service charges) and dividing said amount by the total number of units serviced within the City. The cap amount referenced herein may be adjusted by the City annually moving forward, in accordance with the formula set forth above. The City shall notify the Association by September 1st of each year if the cap is to be adjusted.

- (2) Prior to qualifying for such reimbursement, the Board of Trustees, Board of Directors or other appropriate governing body of the Association shall certify to the correctness of the costs incurred by the Association relative to the qualified private community for that period. Said certification shall be itemized and separated by service rendered (i.e., solid waste collection, recyclable materials collection, lighting, snow removal, etc.), and shall include authenticated copies of all contracts, invoices, time records or other documentation necessary in order to substantiate the accuracy of the charges contained therein. All documents submitted shall be separated by service rendered. The Association shall forward the certification and supporting documents to the City's Chief Financial Officer (hereinafter

the “C.F.O.”) not later than February 1st, May 1st, August 1st, and November 1st, respectively, for charges incurred during the prior quarter. The C.F.O. may request further substantiation of same prior to authorizing payment, and shall be responsible for making the determination on a case-by-case basis as to the eligibility of each invoice submitted for payment. If the charges (or any portion thereof) are approved by the City, then the City shall make the reimbursement payment within sixty (60) days of the quarterly due date. No reimbursement shall be made to the Association for any services rendered during the prior quarter if the Association fails to submit the certification and supporting documents referenced herein for the particular service rendered by the quarterly due date.

- (3) After receipt of the documentation necessary to verify the validity of reimbursable charges, the C.F.O. may, if necessary, request further substantiation from the Association for all or any part of the charges incurred prior to making payment.
- (4) The City shall not be responsible for reimbursing the Association for any costs associated with providing services to any areas not shown as “eligible roads and streets” in Exhibit “A” attached hereto. These areas are hereby classified as “ineligible areas.”
- (5) The eligible costs shall be paid quarterly in the form of a check made payable to the Association.
- (6) Notwithstanding the foregoing, the City shall not be obligated to reimburse the Association for any costs which would exceed the City’s

costs in directly providing the same services to the Association. To the extent that the City's costs to provide the same services would have been higher than what was paid by the Association, the City shall only reimburse the Association for those costs actually incurred by the Association.

- (7) The C.F.O. shall review any contract(s) submitted pursuant to subsection (2) or (3) of this section so as to ensure that it adequately separates costs to be incurred by the Association which are eligible for reimbursement under this Agreement from costs to be incurred for snow and ice removal from ineligible areas. The C.F.O. shall also determine that such contract shall not allow the contractor to allocate costs for snow and ice removal from ineligible areas to the costs of snow and ice removal along eligible streets within the Association.
- (8) By agreement of the parties, the City's payments of the costs associated with street lighting, to extent required by law, may be made by the City in the form of a direct payment from the City to the Association's utility company.

ARTICLE THREE

The Association's Rights and Obligations

A. The Association shall designate at least one individual to act as the Coordinator who must be a director, officer, trustee, Board member or managing agent of the Association and who shall be responsible for the implementation of this Agreement. The Coordinator's responsibilities shall include, but not be limited to, responding to citizen inquiries, notifying

resident owners of collection schedules, and proper presentation of all collectable material. The City shall be given notice in writing of any change in the appointment of the Association's Coordinator.

B. The designated Coordinator shall be required to attend all meetings pertaining to this Agreement with the City upon reasonable notice.

C. The Coordinator shall inform residents of all notices submitted to the Coordinator by the City. The Coordinator shall cooperate and work with the City to identify and resolve service problems.

D. Until collectable materials are actually collected by the City, the Association and its Coordinator shall be responsible for compliance with all Federal, State and local laws and regulations applicable to the collection of collectable materials hereunder and applicable to health and safety to the extent that such materials are on the Association's premises.

E. In the event the City elects to provide reimbursement, rather than actual services, then the Association shall utilize the reimbursement amounts to pay for the services that the City chooses not to provide. The Association shall provide an accounting to the City on an annual basis on or before February 1st of each year, as to the use of the money paid over to it by the City for the prior year. The Association shall be required to refund to the City any payments in excess of the amounts actually expended or contractually committed by the Association during the accounting period in order to provide for the solid waste and recyclable materials collection services covered by this Agreement.

ARTICLE FOUR

Force Majeure

A. Neither party shall be held to be in default of any obligation or performance under this Agreement, or be liable to the other party, if failure to perform results directly or indirectly from force majeure, and both parties' obligations under this Agreement shall abate, including the obligation to pay hereunder, until such force majeure condition shall terminate.

B. Notice shall be given by one party to the other of any force majeure condition as soon as possible after the occurrence of the event constituting force majeure. The notifying party shall promptly take all reasonable and necessary action to restore said service at the earliest practical date.

ARTICLE FIVE

Limitation of Liability

A. The City shall use its best efforts to assure that all obligations hereunder are met in a timely and complete manner. The City shall not be held liable if the performance of any obligation to the Association is delayed or withheld because of acts or omissions of the Association or of the State of New Jersey or for any other reasons which are beyond the City's control.

B. If due to circumstances beyond the control of the City, any services or reimbursements to be provided as set forth herein cannot be performed on a particular day, the services or reimbursements shall be resumed as soon as practicable and reasonably possible thereafter.

ARTICLE SIX

Corporate Authority

Each individual executing this Agreement on behalf of the Association represents and warrants that he/she is authorized to execute this Agreement on behalf of said corporation and on

behalf of the Association unit owners in accordance with a duly adopted resolution of the Board of Directors of said corporation, and that this Agreement is binding upon said corporation and that the Association is authorized to act on behalf of the Association unit owners in accordance with its terms. The association shall deliver to the City upon execution of this Agreement, a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

ARTICLE SEVEN

Notices

A. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by hand or by registered mail, return receipt requested, addressed to the party as set forth below, or to such other address as the said party may have specified by notice given in writing to the other party:

City of Asbury Park
Attn: City Manager
One Municipal Plaza
Asbury Park, NJ 07712

B. Unless it is expressly agreed otherwise, any such written notice or consent shall be deemed to be given when deposited by hand with the party to whom notice is being given, or on the date of receipt or rejection indicated on the certified mail return receipt card.

ARTICLE EIGHT

Insurance and Damage Claims

If applicable, the Association shall be required to pay the cost of the insurance riders required by the City to enable City vehicles to operate on the private roads and streets within the qualified private community. In the event the City elects to provide services in lieu of

reimbursement, the Association shall provide an insurance certificate in accordance with the insurance requirements of the City. The Association shall be solely responsible for any and all damage(s) that may be occasioned to roadways, curbs, mailboxes, storm drains, manholes, stanchions and other appurtenances to the roadway within the qualified private community resulting from the City's performance of snow removal operations and/or other services performed under this Agreement, unless such damage was caused by gross negligence, recklessness or intentional acts on the part of the City, its officials, employees, agents, volunteers or contractors.

ARTICLE NINE

General

A. No delay or failure to exercise any right or remedy under this Agreement will operate to limit, preclude, cancel, or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

B. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE TEN

Modifications

The terms and conditions of this Agreement may not be modified at any time except by mutual agreement of the parties in writing, duly signed by their authorized representative.

ARTICLE ELEVEN

Duration of Agreement

This Agreement to Provide Qualified Private Community Services shall have a duration until December 31, 2022. Thereafter, this Agreement shall be automatically renewed for successive additional one year terms, unless the City gives a minimum of sixty (60) days' notice of its intention not to renew the Agreement prior to the annual renewal date. At that time, the parties shall then have the option to renegotiate all of the terms and conditions of the Agreement. The fact that the City may give notice of its intent not to automatically renew this Agreement shall not be deemed, in any way, as a right to avoid the City's obligations under applicable laws, including but not limited to, the Act.

ARTICLE TWELVE

Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the parties in relation to its subject matter, and supersedes all previous agreements, understandings and representations between the parties.

IN WITNESS WHEREOF, the parties each represent to the other that the individuals executing this Agreement are duly authorized and empowered to sign on their behalf.

ATTEST:

CITY OF ASBURY PARK

MELODY HARTSGROVE,
MUNICIPAL CLERK

MAYOR JOHN B. MOOR

ASSOCIATION:

_____, PRESIDENT

_____, VICE PRESIDENT

_____, TREASURER

_____, SECRETARY

[Affix Corporate Seal and Attach Authorizing Resolution]

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

BE IT REMEMBERED that on this _____ day of _____, before me, the subscriber, personally appeared MELODY HARTSGROVE, who, being by me duly sworn on her oath, did depose and make proof to my satisfaction, that she is the Municipal Clerk of the City of Asbury Park, the municipal corporation named in the within instrument; that John B. Moor is the Mayor of said City; that the execution, as well as the making of this instrument has been duly authorized by the said City; that deponent well knows the corporate seal of said City; and that the seal affixed to said instrument was signed and delivered by said Mayor as and for his voluntary act and deed on behalf of the City, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

MELODY HARTSGROVE,
MUNICIPAL CLERK

Sworn and subscribed to before
me on the date aforesaid.

NOTARY PUBLIC

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

BE IT REMEMBERED that on this _____ day of _____, before me, the subscriber, personally appeared _____, who, being by me duly sworn upon his/her oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of the Association named in the within instrument; that _____ is the President of said Association; that the execution, as well as the making of this instrument has been duly authorized by a proper Resolution of the Board of Directors of said Association; that the seal affixed to said instrument is the proper corporate seal of the Association; and that said instrument was signed and delivered as and for the voluntary act and deed of said Association, in the presence of _____, who thereupon subscribed his/her name thereto as attesting witness.

[Print Name and Title]

Sworn and subscribed to before
me on the date aforesaid.

NOTARY PUBLIC

EXHIBIT “A”

[The parties recognize and acknowledge that there are no eligible roads and streets located within the qualified private community which is under the control of the Association.]



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-81

Approving contract for community nursing services for the year 2022



RESOLUTION NO. 2022-81

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

RESOLUTION AWARDING PROFESSIONAL COMMUNITY NURSING SERVICES FOR THE CITY'S DEPARTMENT OF SOCIAL SERVICES JANUARY 1, 2022– DECEMBER 31, 2022

WHEREAS, The Visiting Nurse Association Health Group, 23 Main Street, Suite D1, Holmdel N.J. 07733 has provided community nursing services for the City's Department of Social Services since 1996; and

WHEREAS, community nursing services is required by the contract between the City of Asbury Park and the New Jersey Department of Human Services, Division of Mental Health Services; and

WHEREAS, funding for such services is provided through the grant contract between the City of Asbury Park and the State Department of Human Services, Division of Mental Health Services; and

WHEREAS, The Visiting Nurse Association of Central Jersey has agreed to continue to provide professional community nursing services throughout the year of 2022 at the cost of \$83,640; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the City Manager is hereby authorized to enter into a contractual agreement with the Visiting Nurse Association Health Group for the provision of professional nursing services for the calendar year 2022 at a cost not to exceed \$83,640.00

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-81 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 27th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made as of the 1st day of January 2021 by and between Visiting Nurse Association Central Jersey (“VNACJ”), Inc. and City of Asbury Park (“Business Associate”). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of VNACJ (“Protected Health Information”), will be handled between Business Associate and VNACJ and with third parties during the term of their Agreement and after its termination.

RECITALS

WHEREAS, VNACJ and Business Associate are parties to an agreement dated January 1, 2022 for the provision of services (the “Agreement”); and

WHEREAS, both VNACJ and Business Associate are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

NOW, THEREFORE, the Parties mutually agree as follows:

- A. **Permitted Uses and Disclosures of Protected Health Information.** Pursuant to the terms of the Services Agreement, Business Associate provides services for VNACJ that may involve the use and disclosure of Protected Health Information. Except as otherwise limited in this Agreement, Business Associate may:
1. use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, VNACJ as specified in the Services Agreement provided that such use or disclosure would not violate the Privacy Rule if done by VNACJ.
 2. use the Protected Health Information in his possession for his proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are required or permitted under state and federal laws, and provided that such Protected Health Information will be held confidentially and used only as required by law or for the purpose for which it was disclosed;
 3. use Protected Health Information to provide Data Aggregation services to VNACJ as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

B. Responsibilities of Business Associate. Unless otherwise limited herein, Business Associate shall:

1. use or disclose information no further than is permitted or required by this Agreement or required by law, and use appropriate safeguards to prevent use or disclosure of information other than as provided by this Agreement;
2. report to VNACJ any use or disclosure of the information other than as permitted or required by this Agreement or required by law;
3. make available protected health information in accordance with 45 C.F.R. § 164.524;
4. make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 C.F.R. 164.526, and make information available to provide an accounting of disclosures pursuant to 45 C.F.R. 164.528;
5. ensure that any agents or subcontractors of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to Protected Health Information;
6. make his internal practices, books and records available to the Secretary of Health and Human Services for purposes of determining VNACJ's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges. and provide access to Protected Health Information in a Designated Record Set, to VNACJ or, as directed by VNACJ, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524;
7. upon prior written request, time and manner designated by VNACJ, make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to VNACJ for purposes of enabling VNACJ to determine the Company's compliance with the terms of this Agreement.

C. Responsibilities of VNAHG with regard to the use and/or disclosure of Protected Health Information by the company, VNACJ hereby agrees:

1. to inform Business Associate of any changes in the form of notice of privacy practices (the "Notice") that VNACJ provides to individuals pursuant to 45 C.F.R. § 164.520, and provide Business Associate a copy of the Notice currently in use.
2. to inform Business Associate of any changes in, or withdrawal of, the consent or authorization provided to VNACJ by individuals pursuant to 45 C.F.R. § 164.506 or § 164.508.

3. to notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of VNACJ under 45 C.F.R. §§ 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by VNACJ.

D. Term and Termination

1. Responsibilities of Business Associate Upon the Termination of the Services Agreement:

- a. Upon the termination of the Services Agreement, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents.
 - b. If it is not feasible for Business Associate to return or destroy said Protected Health Information upon the termination of the Services Agreement, Business Associate will notify VNACJ in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
 - c. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent upon the termination of the Services Agreement, Business Associate will provide a written explanation to VNACJ and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
2. **Term.** The Term of this Agreement shall be effective as of the date hereof. This Agreement shall terminate (1) when all of the Protected Health Information provided by VNACJ to Business Associate, or created or received by Business Associate on behalf of VNACJ, is destroyed or returned to VNACJ, or (2) if it is infeasible to return or destroy Protected health Information, protections are extended to such information, in accordance with Section D(1) of this Agreement.

3. **Termination of Services Agreement for Cause.** The following termination provisions shall apply in addition to the termination provisions specified in the Services Agreement:

- a. Upon VNACJ's knowledge of a material breach of this Agreement by Business Associate, VNACJ shall, upon written notice to Business Associate, provide Business Associate thirty (30) days to cure the breach. If such breach is not cured within said thirty (30) days, VNACJ may thereafter terminate (i) this Agreement and (ii) the Agreement.
- b. If neither termination nor cure are feasible, VNACJ shall report the violation to the Secretary.

E. Indemnification

1. The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulation, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The Parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.

F. Definitions and References

1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
2. Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. §§ 160 and Part 164, subparts A and E.
3. Protected Health Information. Protected Health Information shall have the same meaning as the term protected health information in 45 C.F.R. § 164.501 limited to the information created or received by Company from or on behalf of VNACJ. As defined in 45 C.F.R. § 164.501 Protected Health Information means "individually identifiable health information," including electronic records, paper records and oral communications. Individually Identifiable Information includes information, including demographic information, collected from an individual and: (1) is created or received by a health care

provider, health plan, employer or health care clearing house; and (2) relates to the past, present, or future payment for the provision of health care to and individual; and either identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

4. Secretary. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
5. Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

City of Asbury Park

Visiting Nurse Association Central Jersey, Inc.

(Print)

Thomas Thees_____

By: _____

By: _____

Title: _____

Title: Executive Director

Date: _____

Date: _____

P.L. 1975, c. 127
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
(N.J.A.C. 17:27-3.4)

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

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

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

The contractor or subcontractor, where applicable; will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, N.J.S.A. 10:5-31, et seq. as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions,

that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1, et seq.

To: Visiting Nurse Association Central Jersey, Inc.

I certify that the above information is correct to the best of my knowledge.

Name of Contractor: City of Asbury Park

Signature: _____

Printed Name: _____

Title: _____

Date: _____

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY

AND

THE CITY OF ASBURY PARK

This letter of agreement is made as of the first day of January, 2022 by and between The Visiting Nurse Association of Central Jersey (VNACJ), and the City of Asbury Park, Department of Social Services, for the provision of nursing services to any resident of Asbury Park who may be considered to be psychiatrically or medically “at risk” and in need of services, particularly, the seriously and chronically mentally ill.

Responsibility of the VNACJ

1. Provide a Community Health Nurse (CHN) to the City of Asbury Park, Department of Social Services for Thirty hours (30) per week of nursing services, for 47 weeks.
2. The VNACJ Manager of Public Health will provide clinical supervision to the CHN.
3. The CHN will provide: a) community outreach, b) evaluation, assessment, referral and short-term follow-up of individuals and families, c) appropriate referral and service linkages within the community for health intervention, d) liaison with the County Departments of Health and Human Services and the correction system, e) collaboration with police, code enforcement, fire and EMS personnel.
4. Assure accessible cultural and linguistic information and services as appropriate.
5. Meet with the City’s Director of Social Services and Social Worker to coordinate Service plans.
6. Provide data to assure required project reporting.
7. Assure that the CHN is licensed as a Registered Nurse in the State of New Jersey.

8. Provide adequate liability insurance, naming The City of Asbury Park and the State of New Jersey, Department of Human Services, Division of Mental Health Services, and their employees and agents as additionally insured.
9. Maintain individual client documentation as required by the City of Asbury Park, Department of Social Services, in compliance with the contract-funding source.
10. Assist in compiling required project information in compliance with the contract funding source.
11. Participate in program audits as required.

Responsibility of the City of Asbury Park

1. Be responsible for case management, counseling and administration of the project.
2. Meet with the CHN on a regular basis to assure program coordination.
3. Assure confidentiality of patient files, in compliance with HIPAA; files are to be stored in the computerized record system of the Asbury Park Department of Social Services.
4. Submit necessary reports in compliance with the contract funding source.
5. Provide reimbursement to VNACJ in the amount of \$83,640 payable in monthly increments of \$6970.00.

This agreement shall be in effect from January 1, 2022 through December 31, 2022.

Donna Vieiro, City Manager

Colleen Nelson, BSN, RN
Vice President of Clinical Operations
for the Children and Family Health
Institute

Date

Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-82

Resolution authorizing a professional service contract to The Rodgers Group, LLC for Police Accreditation. Year 2 of 3 accreditation cycle.



RESOLUTION NO. 2022-82

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO THE RODGERS GROUP FOR POLICE ACCREDITATION

WHEREAS, the City has a need for professional service for the Accreditation Service and Maintenance for the Police Department; and

WHEREAS, the City has obtained the attached invoice from The Rodgers Group, LLC totaling \$11,566.00; and

WHEREAS, this professional service is exempt from public bidding as per N.J.S.A. 40A:11-5(1)(a)(1) Professional Services; and

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 2-01-25-240-000-237; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, awards the contract for professional services related to the Police Accreditation to The Rodgers Group, LLC in a not-to-exceed amount of \$11,566.00; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-82 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 26th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

The Rodgers Group, LLC

PO Box 831
Island Heights, NJ 08732

Date

Invoice #

12/1/2021

7355

Bill To

Asbury Park Police Dept.
Chief David Kelso
1 Municipal Plaza
Asbury Park, NJ 07712

Project

Terms

Maintenance

Net 30

Quantity	Description	Rate	Amount
	Service and Maintenance of the Asbury Park Police Department Accreditation Policy & Files \$11,566 Annually (Year 2 of 3 year accreditation cycle)* One year service and maintenance of all Asbury Park Police Department policies related to the New Jersey State Association of Chiefs of Police accreditation standards. Service and Maintenance to include: Maintaining with consistency, a Rodgers Group, LLC Project Manager who will maintain regular contact with the Asbury Park Police Department related to accreditation. Notifying the Asbury Park Police Department of all updates and rewriting any policies affected by those updates. Maintaining, updating and modifying all Asbury Park Police Department policies related to accreditation so as to ensure they continue to meet the Asbury Park Police Department business needs	11,566.00	11,566.00
Thank you for your business. Please make checks payable to The Rodgers Group, LLC.		Total	

Attachment: THE RODGERS GROUP (2022-82 : Authoring a professional services contract to The Rodgers Group for Police Accreditation)

The Rodgers Group, LLC

PO Box 831
Island Heights, NJ 08732

Date

Invoice #

12/1/2021

7355

Bill To

Asbury Park Police Dept.
Chief David Kelso
1 Municipal Plaza
Asbury Park, NJ 07712

Project

Terms

Maintenance

Net 30

Quantity	Description	Rate	Amount
	and state accreditation standards. Providing specific guidance and oversight to the agencies Accreditation Manager regarding the compilation of "Proofs" related to maintaining accreditation files. Conducting quarterly assessments of the agency's accreditation files to ensure compliance with NJSACOP Standards. Providing oversight and direction for the preparation for the Asbury Park Police Department Re-accreditation efforts. This is the second of three annual installments in this 3 year reaccreditation cycle. *Please note that this invoice contains a 2% increase. PO #21-00467		
Thank you for your business. Please make checks payable to The Rodgers Group, LLC.		Total	\$11,566.00

Attachment: THE RODGERS GROUP (2022-82 : Authoring a professional services contract to The Rodgers Group for Police Accreditation)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-83

Resolution authorizing the implementation of competitive contracting process to procure vendors to operate on-demand transit services through a Transportation Networking Company (TNC), shared-ride taxi company or other innovative ridesharing services for residents of the City. The City intends to evaluate the operation of on-demand transit services to initially serve the senior population of the City during the COVID-19 pandemic on a pilot basis.



RESOLUTION NO. 2022-83

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO IMPLEMENT THE COMPETITIVE CONTRACTING PROCESS TO PROCURE VENDORS TO OPERATE ON-DEMAND TRANSIT SERVICES

WHEREAS, the City of Asbury Park (the “City”) is interested in seeking proposals from interested vendors to operate on-demand transit services through a Transportation Networking Company (TNC), shared-ride taxi company or other innovative ridesharing services for residents of the City; and

WHEREAS, the Mayor and Council believe that this proposed concession service will provide a benefit and service to the residents of the City; and

WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1, *et seq.*, allows municipalities to utilize the “competitive contracting” process in lieu of public bidding for certain specified purposes, including the awarding of concession services [See N.J.S.A. 40A:11-4.1(j)]; and

WHEREAS, the method to be utilized under the “competitive contracting” process seeks to encourage competitive bidding, but affords more discretion to the City in the ranking and awarding of the proposals received; and

WHEREAS, in order to initiate the “competitive contracting” process, the Governing Body must pass a Resolution authorizing the use of this procurement method, pursuant to N.J.S.A. 40A:11-4.3(a).

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, that the “competitive contracting” process, pursuant to N.J.S.A. 40A:11-4.1, *et seq.*, is hereby authorized and shall be implemented for the purpose of receiving proposals for the concession service referenced above.

BE IT FURTHER RESOLVED, that all City officials and professionals are hereby authorized and directed to undertake all actions that are necessary in order to further this process.

BE IT FURTHER RESOLVED, that, following the receipt of proposals from interested vendors for the said concession service, and the review and ranking of the proposals received in

accordance with the methodology to be enumerated in the RFP, the Mayor and Council shall consider making an award for the operation of said concession service at a future Council meeting(s).

BE IT FURTHER RESOLVED, that a certified copy of this Resolution shall be provided to each of the following:

- a. Donna M. Vieiro, City Manager;
- b. Michael Manzella, Deputy City Manager;
- c. Melody Hartsgrove, City Clerk;
- d. JoAnn Boos, CFO;
- e. Tracy Lizardi, Qualified Purchasing Agent/Assistant CFO; and
- f. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-83 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 26th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-84

Resolution increasing the OPRA Consulting contract with Parker McCay from \$40,000 to \$43,868.62 for services rendered in 2021.



RESOLUTION NO. 2022-84

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

RESOLUTION AMENDING CONTRACT WITH PARKER MCCAY FOR OPRA CONSULTING SERVICES

WHEREAS, on January 1, 2021 the City of Asbury Park appointed Parker McCay as the City's OPRA Consultant via Resolution 2021-34 with the cost of services rendered not-to-exceed \$40,000.00 for 2021; and

WHEREAS, the professional services fees associated with OPRA Consulting Services for 2021 have exceeded the authorized amount of \$40,000.00; and

WHEREAS, the City is desirous of increasing the professional services contract with Parker McCay to cover the additional costs associated with Municipal OPRA Consulting Services in the additional amount not-to-exceed \$3,868.62; and

WHEREAS, the total new cost associated with 2021 Municipal OPRA Consulting Services shall not exceed a total of \$43,868.62; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 1-01-20-155-000-209; and

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes an increase to the professional service contract authorized via Resolution 2021-34 in the amount not to exceed \$43,868.62.

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-84 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 26th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-34



RESOLUTION NO. 2021-34

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

APPOINTING LAW OFFICES OF PARKER MCCAY, P.A. TO SERVE AS OPRA COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint a licensed attorney/law firm to serve as “OPRA Counsel” for the City for the calendar year 2021; and

WHEREAS, during the term of its appointment, said attorney/law firm shall handle legal issues for the City which relate to Open Public Records Act matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and

WHEREAS, on October 29, 2020, a formal “Request for Qualification” (the (“RFQ”) was issued by the City pursuant to the “Fair and Open” process described in N.J.S.A. 19:44A-20.4, et. Seq., seeking interested firms to provide "OPRA Counsel" for the City; and

WHEREAS, in accordance with the RFQ, the City received and opened proposals from interested firms on November 17, 2020; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appointed the law firm of Parker McCay, P.A. to serve as the City's "OPRA Counsel" for 2021; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the City Engineer’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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

1. The law firm of Parker McCay, P.A. is hereby appointed to serve as “OPRA Counsel” for the City for the calendar year 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Parker McCay, P.A. for the aforementioned services, for the calendar year 2021, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Parker McCay, P.A. shall be paid an amount not to exceed \$40,000.00 for the services enumerated herein.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Parker McCay, P.A.
 - b. Donna M. Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-34 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.


 Melody Hartsgrove, City Clerk 1/14/2021

MELODY HARTSGROVE
CITY CLERK

✓ Vote Record - Resolution 2021-34						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Second	☒	☐	☐	☐
	Yvonne Clayton	Voter	☒	☐	☐	☐
	Jesse Kendle	Mover	☒	☐	☐	☐
	Amy Quinn	Voter	☒	☐	☐	☐
	John Moor	Voter	☒	☐	☐	☐



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-85

Resolution authorizing an agreement with Birds Beware for geese management at Sunset Park for 2022. Quotes Received: Birds Beware \$12,000 with no additional charges for egg addling, Geese Chasers \$12,948 with additional \$85 per nest for egg addling and Horizon Pest Control unable to provide the services requested.



RESOLUTION NO. 2022-85

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH BIRDS BEWARE FOR GEESE MANAGEMENT AT SUNSET PARK

WHEREAS, there exists the need for the City of Asbury Park to enter into an agreement for geese management at Sunset Park for 2022; and

WHEREAS, the City has solicited and obtained three quotes from Birds Beware, Geese Chasers LLC and Horizon Pest Control; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for geese management for 2022 to Birds Beware at a monthly rate of \$1,000.00 with no additional charges for egg addling; and

WHEREAS, the amount paid pursuant to this agreement shall not exceed \$12,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds will be available in the following account 2-01-20-100-000-207 of the 2022 budget . The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes to execute a agreement for geese management at Sunset Park with Birds Beware in the form attached hereto effective January 1, 2022 through December 31, 2022; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-85 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 26th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



50 Townsend Drive, Middletown, NJ 07748 Tel/Fax (732) 671-6377

www.BirdsAndGeeseBeware.com Paul@birdsandgeesebeware.com

December 10, 2021

City of Asbury
One Municipal Plaza
Asbury Park, NJ 07712

Re: Goose control - Sunset Park

The following information and proposal will detail our estimate for the above location.

As a public health pest, birds can harbor disease organisms, which may affect people, pets, and domesticated animals. Birds frequently deposit their manure indiscriminately on sidewalks, people, buildings, park benches, statues, and cars. The droppings are not only objectionable to the eye and nose, but can permanently stain and/or cause premature rusting and corrosion of some metal structures and objects. Large amounts of droppings can severely damage and/or kill valuable trees and other vegetation.

More than 60 transmittable diseases (some of which are fatal) are associated with pigeons, starlings and house sparrows. For example:

Histoplasmosis is a respiratory disease that may be fatal. It results from a fungus growing in dried bird droppings.

Cryptococcosis is caused by yeast found in the intestinal tract of pigeons and starlings. The illness often begins as a pulmonary disease and may later affect the central nervous system. Since attics, cupolas, ledges, schools, offices, warehouses, mills, barns, park buildings, signs, etc. are typical roosting and nesting sites, the fungus is apt to be found in these areas.

St. Louis Encephalitis, an inflammation of the nervous system, usually causes drowsiness, headache and fever. It may even result in paralysis, coma or death. St. Louis encephalitis occurs in all age groups but is especially fatal to persons over age 60. The disease is spread by mosquitos, which have fed on infected house sparrow, pigeons and house finches carrying the Group B virus responsible for St. Louis encephalitis.

Salmonellosis often occurs as *food poisoning* and can be traced to pigeons, starlings and sparrows. The disease bacteria are found in bird droppings; dust from droppings can be sucked through ventilators and air conditioners,

contaminating food and cooking surfaces in restaurants, homes and food processing plants.

To provide the control of Geese from your property we recommend the following:

Hazing

We will provide a hazing program using Border Collies. This program will consist of multiple visits per week, seven days a week if needed and at times twice a day varying the times so the geese wont be accustom to a routine. Geese tend to migrate during the colder months and snow covered times. Because geese are always flying and looking for a new safe feeding area. Geese tend to remain in this region all year long.

Because Wild geese are protected under the Migratory Bird Treaty Act we will not harm the Geese, just haze them so they seek other areas to feed, roost and nest.

The goal is to haze the geese enough that they will look for a new nesting and feeding area.

During our service we can provide Egg Addling. This is the process of treating the eggs by shaking, freezing, coating with oil or puncturing the eggs. The land owner/manager is responsible for applying for the permits. Birds Beware Inc will provide this service at

NO ADDITIONAL CHARGE and will be done during our routine service.

We will provide service to:

- Sunset park (located on the West end of Sunset lake
- grass area located on North and South lake banks
- Entire Sunset lake

The cost for this custom Goose hazing program, which includes multiple visits per week is **\$1000.00** per month plus any applicable sales tax.

Egg Addling done at **NO ADDITIONAL CHARGE**

Invoice is emailed at the beginning of the service month.

Sincerely,

Paul Scammacca
Bird Control Specialist

Acceptance signature of proposal and terms

Date



4 Milton Drive
Medford, NJ 08055
856-912-2764

deborah@geesechasers.com

Asbury Park
Traci Lizardi
One Municipal Plaza
Asbury Park, NJ 07712
732-502-5710
Tracy.lizardi@cityofasburypark.com

14 December 2021

Dear Tracy,

Please accept this *Geese Chasers' LLC renewal* proposal for clearing and maintaining a virtually geese free environment year-round for: **Sunset Park, Asbury Park NJ.**

Maintenance Phase: Involves daily visit, as needed, to maintain a virtually geese-free environment year-round. Maintenance is an ongoing program. The Canada goose population in your area is out of control and our maintenance program assures that the geese in the area know that your property is not a safe place for them. Our program triggers the *predatory response* inherent in geese. Also, any migrating geese looking for a place to feed, roost or nest will move on when exposed to our methods.

Cost = \$1079 monthly no tax since you are exempt

Egg Addling is \$85 per nest. We can provide assistance with obtaining free permits.

ON CALL at no extra Charge! GPS tracking available -get an automatic email when we are onsite.

When approved, please sign, scan and email back deborah@geesechasers.com

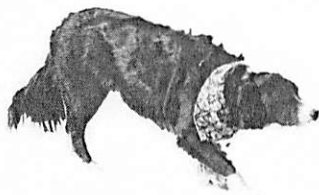
Approved,

Approved,

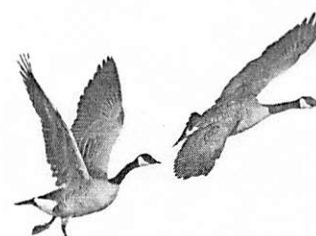
X _____
Deborah N Young/COO

X _____
Asbury Park

Dates of Service: January 1 – December 31, 2022



"THE #1 NAME in GOOSE CONTROL"
www.GeeseChasers.com



Tracy Lizardi

From: Glen Alicchio <GAlicchio@horizonpestcontrol.com>
Sent: Thursday, November 11, 2021 11:06 AM
To: Tracy Lizardi
Subject: [EXTERNAL] Re: [EXTERNAL] geese control

Good morning. Thank you for sending me the geese information. Unfortunately we will not be able to do the service. Unfortunately our products may run off into the lake. Our products are designed to deter the geese and give discomfort when eating the grass. Please don't hesitate to contact us if you need our assistance with other properties. That you. Glen

Glen Alicchio
 Pest Management Consultant
 Horizon Termite and Pest Control
 e: galicchio@horizonpestcontrol.com
 p: 201.465.8971
 w: horizonpestcontrol.com

From: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Sent: Wednesday, November 10, 2021 10:27:52 AM
To: Glen Alicchio <GAlicchio@horizonpestcontrol.com>
Subject: RE: [EXTERNAL] geese control

Good Morning Glen,
 Currently, the City has year round geese services at Sunset Lake, please see the attached copy of a quote (price redacted) received last year.
 The Local Public Contract Laws requires us to obtain quotes for services that are over \$6,600.
 I am looking to obtain a quote for the same services for 2022 to comply with the State laws and to award this service to a vendor effective January 1st.
 Thank you,
 Tracy

Tracy A. Lizardi
 Director of Purchasing
 Assistant CFO
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712
 P:732-502-5710
 tracy.lizardi@cityofasburypark.com

visit, Follow, Sign-up & Watch
www.cityofasburypark.com
 FB @CityofAsburyParkNJ and @inAsburyParkNJ

Attachment: SUNSET LAKE GEESE MANAGEMENT 2022 (2022-85 : Authorizing an agreement for Gesse Management at Sunset Park)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-86

Resolution authorizing the execution of a shared service agreement with the Township of Neptune for Geese Management of Wesley Lake with Birds Beware. Quotes Received: Birds Beware \$12,000 with no additional charges for egg addling and Geese Chasers \$15,588 with additional \$85 per nest for egg addling.



RESOLUTION NO. 2022-86

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

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF NEPTUNE FOR GEESE MANAGEMENT OF WESLEY LAKE

WHEREAS, the City of Asbury Park and the Township of Neptune in coordination with the Wesley Lake Commission, have determined the need for Geese Management Services for Wesley Lake; and

WHEREAS, the City of Asbury Park and the Township of Neptune desire to enter into a Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. to serve the best interests of residents in both municipalities by sharing in the cost of these services to improve Wesley Lake and the surrounding area; and,

WHEREAS, the City has solicited and obtained two quotes from Birds Beware and Geese Chasers LLC; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for geese management for 2022 to Birds Beware for these services and the City of Asbury Park and the Township of Neptune agree to share equally in costs; and ,

THEREFORE, BE IT RESOLVED, that the City Council of Asbury Park hereby authorizes the execution of an Shared Services Agreement with the Township of Neptune, a copy of which will be on file in the Office of the Municipal Clerk, for engaging the services of Birds Beware to provide Geese Management Services, which will include clearing and maintenance for Wesley Lake at an annual cost of \$12,000.00, to be shared equally by the two municipalities, (\$6,000.00), with no additional charges for egg addling; and,

WHEREAS, the Chief Financial Officer has certified that funds will be available in the following account 2-01-20-100-000-207 of the 2022 budget . The maximum dollar value of the pending contract is as set forth in the resolution.

BE IT FURTHER RESOLVED , that a copy of this resolution be forwarded to the City Manager, Chief Financial Officer, Purchasing Agent, and the Public Works Director, the Township of Neptune and the Wesley Lake Commission.

SHARED SERVICES AGREEMENT between the **CITY OF ASBURY PARK**, a corporation of the State of New Jersey, with its principal office located at 1 Municipal Plaza, Asbury Park, New Jersey 07712, hereinafter referred to as “**CITY**”, and the **TOWNSHIP OF NEPTUNE**, a municipal corporation of the State of New Jersey, with its principal office located at 25 Neptune Boulevard, Neptune, New Jersey 07753. Herein referred to as “**TOWNSHIP**”.

WITNESSETH THAT:

WHEREAS, the above parties desire to enter into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 through 40A:65-35 to engage the services Birds Beware to provide Geese Management Services for Wesley Lake; and,

WHEREAS, Birds Beware has submitted a proposal for the work; and,

WHEREAS, the City and Township desire to accept the proposal, equally split the cost of the Geese Management Services, and pay Birds Beware directly for these services; and,

NOW, THEREFORE, the parties **DO AGREE** as follows:

1. The Township and City agree to engage the services of Birds Beware to perform Geese Management Services for Wesley Lake.
2. Birds Beware has submitted a proposal for this work in the amount of \$12,000.00. The City and Township agree to share this cost equally.
3. The City and Township each agree to pay Birds Beware, the amount of \$6,000.00, which is 50% of the total cost of work, and no additional charges for egg adding. Each municipality will follow Local Budget Contract Law and purchasing procedures and processes in effect.
4. The Agreement shall be effective January 1, 2022 through December 31, 2022.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-86 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 26th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



50 Townsend Drive, Middletown, NJ 07748 Tel/Fax (732) 671-6377

www.BirdsAndGeeseBeware.com Paul@birdsandgeesebeware.com

January 4, 2022

Tracy Lizardi
One Municipal Plaza
Asbury Park, NJ 07712

Re: Goose control - Wesley Lake

The following information and proposal will detail our estimate for the above location.

As a public health pest, birds can harbor disease organisms, which may affect people, pets, and domesticated animals. Birds frequently deposit their manure indiscriminately on sidewalks, people, buildings, park benches, statues, and cars. The droppings are not only objectionable to the eye and nose, but can permanently stain and/or cause premature rusting and corrosion of some metal structures and objects. Large amounts of droppings can severely damage and/or kill valuable trees and other vegetation.

More than 60 transmittable diseases (some of which are fatal) are associated with pigeons, starlings and house sparrows. For example:

Histoplasmosis is a respiratory disease that may be fatal. It results from a fungus growing in dried bird droppings.

Cryptococcosis is caused by yeast found in the intestinal tract of pigeons and starlings. The illness often begins as a pulmonary disease and may later affect the central nervous system. Since attics, cupolas, ledges, schools, offices, warehouses, mills, barns, park buildings, signs, etc. are typical roosting and nesting sites, the fungus is apt to be found in these areas.

St. Louis Encephalitis, an inflammation of the nervous system, usually causes drowsiness, headache and fever. It may even result in paralysis, coma or death. St. Louis encephalitis occurs in all age groups but is especially fatal to persons over age 60. The disease is spread by mosquitos, which have fed on infected house sparrow, pigeons and house finches carrying the Group B virus responsible for St. Louis encephalitis.

Salmonellosis often occurs as *food poisoning* and can be traced to pigeons, starlings and sparrows. The disease bacteria are found in bird droppings; dust from droppings can be sucked through ventilators and air conditioners,

contaminating food and cooking surfaces in restaurants, homes and food processing plants.

To provide the control of Geese from your property we recommend the following:

Hazing

We will provide a hazing program using Border Collies. This program will consist of multiple visits per week, seven days a week if needed and at times twice a day varying the times so the geese wont be accustom to a routine. Geese tend to migrate during the colder months and snow covered times. Because geese are always flying and looking for a new safe feeding area. Geese tend to remain in this region all year long.

Because Wild geese are protected under the Migratory Bird Treaty Act we will not harm the Geese, just haze them so they seek other areas to feed, roost and nest.

The goal is to haze the geese enough that they will look for a new nesting and feeding area.

During our service we can provide Egg Addling. This is the process of treating the eggs by shaking, freezing, coating with oil or puncturing the eggs. The land owner/manager is responsible for applying for the permits. Birds Beware Inc will provide this service at

NO ADDITIONAL CHARGE and will be done during our routine service.

We will provide service to Wesley Lake

The cost for this custom Goose hazing program, which includes multiple visits per week is **\$1000.00** per month plus any applicable sales tax.

Egg Addling done at **NO ADDITIONAL CHARGE**

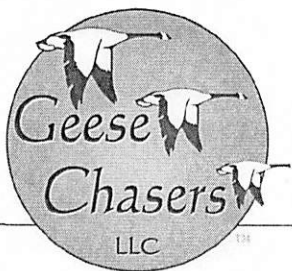
Invoice is emailed at the beginning of the service month.

Sincerely,

Paul Scammacca
Bird Control Specialist

Acceptance signature of proposal and terms

Date



4 Milton Drive
Medford, NJ 08055
856-912-2764
deborah@geesechasers.com

City of Asbury Park
Donna M. Vieiro, City Manager
One Municipal Plaza
Asbury Park, NJ 07712
732-502-5755

Township of Neptune
Vito D. Gadaleta, Business Administrator
25 Neptune Boulevard
Neptune, NJ 07753

14 December 2021

Hello,

Please accept this *Geese Chasers' LLC* proposal for clearing and maintaining a virtually geese free environment **year-round** for: **Wesley Lake, Asbury Park, NJ.**

Initial Clearing Phase: Involves daily visit, as needed, for 4 to 12 weeks. This frequent harassment will eventually clear any resident geese from your property and keep them from returning and nesting.

Maintenance Phase: Involves daily visit, as needed, to maintain a virtually geese-free environment year-round. Maintenance is an ongoing program. The Canada goose population in your area is out of control and our maintenance program assures that the geese in the area know that your property is not a safe place for them. Our program triggers the *predatory response* inherent in geese. Also, any migrating geese looking for a place to feed, roost or nest will move on when exposed to our methods.

Cost = \$1299 monthly -no tax since you are exempt- to be split in half for billing

Egg Addling with monthly ongoing service is \$85 per nest. We can provide assistance with obtaining free permits. When approved, please sign, scan and email back deborah@geesechasers.com

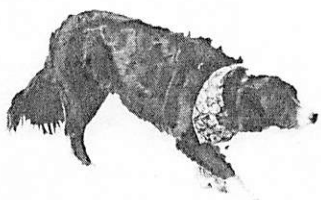
Approved,

X _____
Deborah N Young/COO

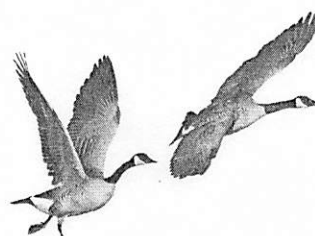
Approved,

X _____
City of Asbury Park / Township Neptune

Dates of service: January 1- December 31 2022



"THE #1 NAME in GOOSE CONTROL"
www.GeeseChasers.com



Tracy Lizardi

From: Deborah Young <deborah@geesechasers.com>
Sent: Tuesday, December 14, 2021 2:04 PM
To: Tracy Lizardi; Vito Gadaleta; Donna Vieiro
Subject: [EXTERNAL] Geese Chasing at Wesley Lake
Attachments: Wesley Lake 2022.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,
Do you need a renewal contract for 2022 for Wesley Lake?
I have attached one for your convenience.
We look forward to continuing to service Wesley Lake.
I look forward to your reply,
Deborah

Deborah N Young
856-912-2764
www.geesechasers.com



Attachment: GEESE MANAGEMENT OF WESLEY LAKE (2022-86 : Shared Services Geese Management of Wesley Lake)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-87

Resolution authorizing the renewal of Office 365 software subscription.



RESOLUTION NO. 2022-87

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

RESOLUTION AUTHORIZING THE RENEWAL OF OFFICE 365 SOFTWARE

WHEREAS, the City has a need for the subscription renewal of Office 365 software for various departments within the City; and

WHEREAS, the City has obtained the attached quote:

- CDW-G in the amount of \$31,019.61 off of ESCNJ Contract #18/19-03 Technology Supplies and Services

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$31,019.61; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Fund 2-01-20-140-000-222. The maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the renewal subscription of Office 365 in the amount of \$31,019.61 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of IT, and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-87 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 26th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

QUOTE CONFIRMATION



DEAR JOE DELLARAGIONE,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNKQ273	1/4/2022	MPSA O365 RENEWAL	0876500	\$31,019.61

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Microsoft Exchange Online Plan 2G - subscription license - 1 user</u> Mfg. Part#: AAA-11628-CCD-12MO UNSPSC: 43233501 Electronic distribution - NO MEDIA Contract: Technology Supplies and Services #ESCNJ18/19-03 (18/19-03)	300	3679004	\$91.67	\$27,501.00
<u>Microsoft Office 365 (Plan G1) - subscription license - 1 user</u> Mfg. Part#: AAA-11646-CCD-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Technology Supplies and Services #ESCNJ18/19-03 (18/19-03)	1	3678974	\$91.67	\$91.67
<u>GOV MS MPSA O365 PF3GC P/U</u> Mfg. Part#: AAA-11670-CCD-12mo Electronic distribution - NO MEDIA Contract: Technology Supplies and Services #ESCNJ18/19-03 (18/19-03)	74	5930738	\$46.31	\$3,426.94

PURCHASER BILLING INFO		SUBTOTAL	\$31,019.61
Billing Address: CITY OF ASBURY PARK ACCTS PAYABLE 1 MUNICIPAL PLZ **VOUCHER** ASBURY PARK, NJ 07712-7026 Phone: (732) 775-2100 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$31,019.61
		DELIVER TO Shipping Address: CITY OF ASBURY PARK JOE DELLARAGIONE 1 MUNICIPAL PLZ INFORMATION TECHNOLOGY ASBURY PARK, NJ 07712-7026 Shipping Method: ELECTRONIC DISTRIBUTION	
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Joe Rewick

(855) 822-1196

josrewi@cdw.com

Attachment: CDW- OFFICE 365 (2022-87 : Authorizing the Renewal of Office 365 Software)

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Attachment: CDW- OFFICE 365 (2022-87 : Authorizing the Renewal of Office 365 Software)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-88

Resolution authorizing Change Order #1 and final for the Citywide Wayfinding Project resulting in a decrease of \$10,745.00.



RESOLUTION NO. 2022-88

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

RESOLUTION APPROVING CHANGE ORDER #1 AND FINAL FOR THE CITYWIDE WAYFINDING PROJECT

WHEREAS, the City Council of Asbury Park awarded a contract to MS Signs, Inc. on May 5, 2021 for the Citywide Wayfinding Project; and

WHEREAS, the original contract amount approved by the City Council was in the sum of two hundred ninety-eight thousand two hundred seventy-five dollars (\$298,275.00) and

WHEREAS, Change Order #1 and Final is a result of a decrease in quantity adjustments resulting in a net reductions of the original contract amount; and

WHEREAS, Change Order #1 and Final is for a reduction of \$10,745.00 and reduces the original contract amount from \$298,275.00 to \$287,530.00; and

WHEREAS, ENGenuity Infrastructure LLC, the Engineer on the Project, recommended that Change Order No. 1 and Final be authorized to complete the Project; and

WHEREAS, Change Order #1 and Final for a decrease in the amount of ten thousand seven hundred and forty-five dollars (\$10,745.00) is hereby submitted for approval; and

WHEREAS, the execution of Change Order Number 1 and Final will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

WHEREAS, the Chief Financial Officer has certified that funds are available in G-02-43-902-018-200 within the Grant Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

WHEREAS, said certification has designated specifically the line item appropriation(s) of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury park, County of Mayor and State of New Jersey that Change Order #1 and Final is for a reduction of \$10,745.00.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 1 and Final on behalf of the Governing Body.

BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

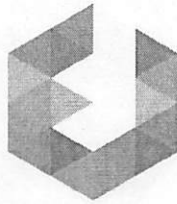
BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the MS Signs, Inc., ENGenuity Infrastructure, LLC , City Manager, CFO and Director of Purchasing..

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-88 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 26th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



ENGENUITY
INFRASTRUCTURE

ENGenuity Infrastructure, LLC
2 Bridge Avenue, Suite 323, Red Bank, NJ 07701
engenuitynj.com
732.741.3176

December 9, 2021

Michael J. Manzella
Deputy City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

**RE: Change Order Recommendation No. 1 & Final
Citywide Wayfinding Project**

Mr. Manzella,

The following is a summary of changes recommended to incorporate into the contract of the Citywide Wayfinding Project as per the As-Built quantities. These items have been reviewed by ENGenuity Infrastructure and are recommended for inclusion into the overall contract. Please note this change is for a contract decrease of \$10,745.00.

Part 1- QUANTITY ADJUSTMENTS

The following items reflect the changes in the final as-built quantities for the project.

PROPOSAL A – BASE BID – Increases

None

PROPOSAL A – BASE BID – Decreases

A9. Borrow Topsoil, 4" Thick	-160 SY @ \$65/SY=\$10,725.00
A10. Fertilizing, Type 'G'	-1 SY @ \$12.00/SY=\$12.00
A11. Straw Mulching	-1 SY @ \$8.00/SY=\$8.00

Part 2 – SUMMARY OF CHANGE ORDER NO. 1 & FINAL

Total Cost of Contract Increases is	\$00.00
Total Cost of Contract Decreases is	<u>-\$10,745.00</u>
The NET change in Change Order #1 & Final is a decrease of	\$10,745.00
 Original Contract Amount	 \$298,275.00
Change Order NET decrease	<u>-\$10,745.00</u>
Adjusted Final Contract Value	\$287,530.00

Should you have any questions or comments, please do not hesitate to contact this office.

Sincerely,

JACLYN J. FLOR, PE, PP, CME
CONSULTING ENGINEER

Attachment: CITYWIDE WAYFINDING PROJECT CHANGE ORDER 1 AND FINAL (2022-88 : Change Order #1 and Final for the Citywide

ENGENUITY INFRASTRUCTURE
12 BROAD STREET
RED BANK, NJ 07701

SHEET NO. 1 OF 2

CHANGE ORDER NO. 1 & Final

DATE: December 9, 2021
PROJECT: Citywide Wayfinding Project
OWNER: City of Asbury Park
CONTRACTOR: MS Signs, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

A9 BORROW TOPSOIL, 4" THICK
A10 FERTILIZING SEEDING, TYPE 'G'
A11 STRAW MULCHING

EXTRA:

None at this time

SUPPLEMENTARY: None at this time

APPROVAL RECOMMENDED:

Michael MacFarlane
MICHAEL MACFARLANE, PE

ACCEPTED:

Paul Redman

CONTRACTOR:
MS Signs, Inc.

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	N/A	\$0.00
B. TOTAL EXTRAS THIS C.O.	(\$10,745.00)	N/A
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	N/A
TOTALS THIS C.O.	(\$10,745.00)	\$0.00
NET CHANGE THIS CHANGE ORDER		\$10,745.00
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	(\$10,745.00)	\$0.00
NET CHANGE IN CONTRACT		\$10,745.00

ORIGINAL CONTRACT BID PRICE \$298,275.00

CHANGE ORDERS TO DATE -\$10,745.00

REVISED CONTRACT PRICE \$287,530.00

CHANGE ORDER NO. 1 & Final

SHEET NO. 2 OF 2
PROJECT NO. ASPK-00100

Attachment: CITYWIDE WAYFINDING PROJECT CHANGE ORDER 1 AND FINAL (2022-88 : Change Order #1 and Final for the Citywide

Citywide Wayfinding Project

City of Asbury Park

MS Sigma, Inc.

\$0.00

\$0.00

(S10,745.00)

(S10,745.00)

\$0.00

\$0.00

and



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-89

Resolution approving change order #2 for Sunset Lake Park Improvements Project in the amount of \$10,278.00.



RESOLUTION NO. 2022-89

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

RESOLUTION APPROVING CHANGE ORDER #2 OR SUNSET LAKE PARK IMPROVEMENTS PROJECT

WHEREAS, the City Council of Asbury Park awarded a contract to Precise Construction, Inc. on July 28, 2021 for Sunset Lake Park Improvements Project via Resolution #2021-353; and

WHEREAS, the original contract amount approved by the City Council was in the sum of two hundred eighty two thousand two hundred and fifty-five dollars (\$282,255.00); and

WHEREAS, the City had approved via Resolution 2022-69 Change Order #1 and had no change to the contract amount of \$282,255.00; and

WHEREAS, the City Engineer is requesting Change Order #2 in the amount of \$10,278.00; and

WHEREAS, Change Order # 2 is due to an addition of \$25,200.00 for light pole foundations and offset by a reduction of \$14,922.00 from fill and topsoil not needed resulting in a net increase of \$10,278.00; and

WHEREAS, the Change Order #2 for ten thousand two hundred seventy-eight and zero cents (\$10,278.00) is hereby submitted for approval; and

WHEREAS, this change order reflects the costs activities as attached on change order number two; and

WHEREAS, the execution of Change Order Number 2 will not substantially change the quality or character of the items or work to be provided, inasmuch as such would not have been a determining factor in the original bidding; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-04-55-998-177-016 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

WHEREAS, said certification has designated specifically the line item appropriation(s)

of the official budget to which the contract will be officially charged.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth, State of New Jersey authorizes Changer Order #2 to the contract in the amount of \$10,278.00.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 2 on behalf of the Governing Body.

BE IT FURTHER RESOLVED that the contract between the parties referred to above shall be amended to reflect the changes approved herein.

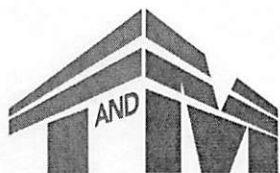
BE IT FURTHER RESOLVED that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Precise Construction, Inc., City Engineer and City Manager.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-89 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 26th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-G2101

January 19, 2022

Via Email

Ms. Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Re: City of Asbury Park
Sunset Lake Park Improvements
Precise Construction, LLC
Change Order Number 2

Dear Ms. Vieiro:

Please find enclosed signed originals of Change Order Number 2 for processing at the next City Council meeting. This Change Order was requested by the City for the contractor to install fourteen (14) concrete lightpole foundations. These foundations were originally anticipated to be installed by the City's Department of Public Works, however, it has been determined that the contractor's price and availability to perform the work will be more expedient and cost effective. This change order represents an increase to the original contract price of 3.64%.

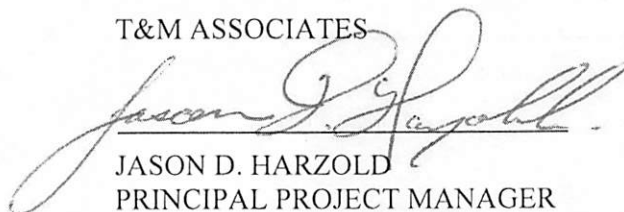
The adjusted contract price for this project will be \$292,533.00. The net change in contract for Change Order Number 2 is \$10,278.00.

No time extension is requested at this time.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

T&M ASSOCIATES



JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

JDH:jdH

Enclosures

Cc: Melody Hartsgrrove, City Clerk (via email)
JoAnn Boos, CFO (via email)
Tracy Lizardi, Purchasing Agent
James Foster, Treasurer (via email)

G:\Projects\ASPK\G2101\Construction\Sunset Lake Park Improvements\Payment\Vieiro_FWM-JDH_Change Order No 2.docx

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-G2101

CHANGE ORDER NO. 2

DATE: January 19, 2021
PROJECT: Sunset Lake Park Improvements Project
OWNER: City of Asbury Park
CONTRACTOR: Precise Construction

DESCRIPTION OF CHANGE:

REDUCTIONS:

S-2 Lightpole Foundations

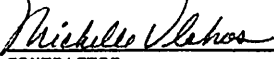
EXTRA:SUPPLEMENTARY:

S-2 Lightpole Foundations (Revised)

APPROVAL RECOMMENDED:


FRANCIS W. MULLAN, P.E., CME
ASBURY PARK CITY ENGINEER

ACCEPTED:


CONTRACTOR:
Precise Construction

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$14,922.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$25,200.00	XXXXXXXXXX
TOTALS THIS C.O.	\$25,200.00	\$14,922.00
NET CHANGE THIS CHANGE ORDER	\$10,278.00	\$0.00
PREVIOUS CHANGE ORDERS	\$21,882.00	\$21,882.00
TOTAL CHANGE ORDERS TO DATE	\$47,082.00	\$36,804.00
NET CHANGE IN CONTRACT	\$10,278.00	\$0.00

ORIGINAL CONTRACT BID PRICE	\$282,255.00
CHANGE ORDERS TO DATE 3.64%	\$10,278.00
REVISED CONTRACT PRICE	\$292,533.00

Attachment: SUNSET LAKE PARK CHANGE ORDER 2 (2022-89 : Change Order #2 for Sunset Lake Park Improvements Project)

CHANGE ORDER NO. 2

SHEET NO. 2 OF 2
PROJECT NO. ASPK-G2101

PROJECT:

OWNER:

CONTRACTOR:

REDUCTION	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
	S-1	Lightpole Foundations	14.00 EA	\$1,065.86	\$14,922.00

A. TOTAL REDUCTIONS \$14,922.00

EXTRA					\$0.00
					\$0.00

B. TOTAL EXTRA \$0.00

SUPPLEMENTARY	S-2	Lightpole Foundations (Revised)	14.00 EA	\$1,800.00	\$25,200.00

C. TOTAL SUPPLEMENTARY \$25,200.00

Attachment: SUNSET LAKE PARK CHANGE ORDER 2 (2022-89 : Change Order #2 for Sunset Lake Park Improvements Project)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-90

Resolution authorizing the emergency purchase of tires needed for a DPW Loader used during snow storms and freezing conditions, emergency declared on 1/12/22



RESOLUTION NO. 2022-90

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

RESOLUTION AUTHORIZING THE EMERGENCY PURCHASE OF TIRES NEEDED FOR A DPW LOADER USED DURING SNOW STORMS AND FREEZING CONDITIONS

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for emergency purchase of tires needed for a DPW Loader used during snow storms and freezing conditions; and

WHEREAS, the declarations of the emergency are on file with the CFO, Director of Purchasing and the City Manager as per the Local Public Contract Law; and

WHEREAS, the City of Asbury Park authorizes payment to Edwards Tire Co., Inc. in the amount of \$7,080.56 for tires needed for a DPW Loader used during snow storms and freezing conditions; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Current Account 2-01-26-290-000-203. The maximum dollar value of the pending contract is as set forth in the resolution; and

WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes payment to Edwards Tires Co., Inc. in the amount of \$7,080.56 for tires needed for a DPW Loader used during snow storms and freezing conditions.

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-90 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 26th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

CITY OF ASBURY PARK

ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712
(732) 775-2100

NJ TAX EXEMPT**3.D.14.a****PURCHASE ORDER**

THIS NUMBER MUST APPEAR ON ALL INVOICES
PACKING LISTS, CORRESPONDENCE, ETC.

No. 22-00090

ORDER DATE: 01/13/22
REQUISITION NO: T-000109
DELIVERY DATE:
STATE CONTRACT: 20-FLEET-00948
F.O.B. TERMS:

Pg

SHIP TO

PUBLIC MAINTENANCE
9 MAIN STREET
ASBURY PARK, NJ 07712

VENDOR

VENDOR #: EDWTIR

EDWARDS TIRE CO., INC.
P.O. BOX 704
FARMINGDALE, NJ 07727

THIS ORDER IS TAX EXEMPT PER N.J.S.A. 54:32B-9(a)(1) - FEDERAL ID #21-6000035

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COS
1.00	loader new tires DECLARED AN EMERGENCY BY CITY MANAGER 1-12-22	2-01-26-290-000-203 STREETS & ROAD Motor Vehicle	7,080.5600	7,080.
			TOTAL	7,080.

VENDOR DO NOT ACCEPT UNLESS SIGNED:

Date:

1/13/22

Signed:

*John Boos***TERMS AND CONDITIONS**

INVOICES - Invoices for partial shipments shall not be considered due for payment until shipment is completed or balance order has been canceled by us or agreed upon by the Finance Department. Insert invoice number with all correspondence.

PACKING - Damage to any material not packed to insure proper protection to same will be charged to vendor. Packages must be marked plainly with shipper's name and our Purchase Order Number.

DELIVERY - All materials must be shipped prepaid to destination shown on this order. Delivery must be made within reasonable time, or that stated on our order. Failing in which we reserve the right to cancel this order and purchase elsewhere.

TREASURER'S OFFICE COPY**Packet Pg. 186**

Attachment: EDWARDS TIRE - DPW LOADER TIRES (2022-90 : Authoring the emergency purchase of tires for the DPW loader used during

Edwards Tire Co., Inc

P.O. Box 704, Farmingdale, NJ 07727
 Phone: (732) 938-6767 Fax: (732) 938-6671

Retail - Wholesale - National Account - Fleet - Government
Located at: 1640 Wyckoff Rd. Wall, NJ 07719

Bill To:**Ship To:**

CITY OF DPW ASBURY PARK
9 MAIN STREET
ASBURY PARK, NJ 07712

Customer Information	Quote	Additional Information
CITY OF DPW ASBURY PARK 9 MAIN STREET ASBURY PARK, NJ 07712 Acct Number: 32400 P: 732-775-0900 Contact: JIM P: 732 502-4566 GAIL AP Contact: 732 775-8	Date: 1/11/2022 Reference: Q-506455 Salesperson:	PO Number: Work Order#: TAX 22-228117800: NET 30 DAYS: Entered By: Tom McDermott
Diagnostic APP 7490		

Qty	Description	Unit Price	Ext. Price
4.00	005499, 205/R25, VERSABUILT L3 TL, Firestone	1,351.79	5,407.16
4.00	MT/DISMT-OTR ON & OFF	59.95	239.80
	O Ring Package		
4.00	O Ring, Valve Core, Valve Cap	34.95	139.80
4.00	618AV, AIR/WATER VALVE 618AV, Truck Parts	20.95	83.80
4.00	Scrap/OTR 20.5	100.00	400.00
6.00	SERVICE CALL - OTR - Per Hour Rate	135.00	810.00
20.00	Mileage \$1.00 per Mile	0.00	0.00
	Local/State Gov't		
Subtotal:			7,080.56
Total:			\$7,080.56

NJ Statewide Distribution & 24 Hour Commercial Road Service

~ THE FOLLOWING SECURITY AGREEMENT AREA IS CUSTOMIZABLE BY USER ~ I hereby authorize the stated repair work to be done along with the necessary material, and hereby grant [Company Name] permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. [Company Name] is not responsible for loss or damage to vehicles, or articles left in vehicles, in case of fire, theft or any other cause beyond it's control. A 1.5% (18% APR) service charge will be assessed on any amount which becomes delinquent beyond 30 days.

Q-506455 Expiration Date: 5/11/2022

1/11/2022 2:13 PM Page: 1 Entered By: Tom McDermott

Signature _____

Tracy Lizardi

From: Donna Vieiro
Sent: Wednesday, January 12, 2022 3:43 PM
To: Robert Bianchini
Cc: Tracy Lizardi; JoAnn Boos
Subject: Re: T-000109

I am declaring this an emergency purchase

Thank you,
 Donna

Donna M. Vieiro
 City Manager

On Jan 12, 2022, at 3:37 PM, Robert Bianchini <Robert.Bianchini@cityofasburypark.com> wrote:

Donna can you declare this a emergency.. We use this piece of equipment for loading up the salt trucks and snow removal. I don't feel comfortable waiting for the next council meeting..

From: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
 Sent: Wednesday, January 12, 2022 3:12 PM
 To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>
 Subject: RE: T-000109

I can't split it but only Donna can declare it an emergency

From: Robert Bianchini
 Sent: Wednesday, January 12, 2022 3:03 PM
 To: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com<mailto:Tracy.Lizardi@cityofasburypark.com>>
 Subject: RE: T-000109

Can I break it down into two requisition for \$3540. And just get the two front tires or can I have Donna declare it an emergency. And the only reason I'm asking is this equipment is what we use for loading up the salt trucks in freezing conditions. Let me know what I need to do. Thanks

From: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com<mailto:Tracy.Lizardi@cityofasburypark.com>>
 Sent: Wednesday, January 12, 2022 1:00 PM
 To: Robert Bianchini
 <Robert.Bianchini@cityofasburypark.com<mailto:Robert.Bianchini@cityofasburypark.com>>
 Subject: T-000109

Robert,
 I'm going to need the hard copies of the quotes for the above referenced requisition or have them uploaded in Edmunds.

Attachment: EDWARDS TIRE - DPW LOADER TIRES (2022-90 : Authoring the emergency purchase of tires for the DPW loader used during





Attachment: EDWARDS TIRE - DPW LOADER TIRES (2022-90 : Authoring the emergency purchase of tires for the DPW loader used during



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-91

Resolution authorizing the purchase of two roll-off containers, one 20 cu. yd and one 30 cu. yd, for DPW totaling \$12,970.50 utilizing Capital Funds.



RESOLUTION NO. 2022-91

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

RESOLUTION AUTHORIZING THE PURCHASE TWO ROLL-OFF CONTAINERS FOR DPW

WHEREAS, the City has a need for two roll-off containers, one 20 Cubic Yard and one 30 Cubic Yard, for DPW; and

WHEREAS, the City has solicited and obtained two quotes from Wastequip Manufacturing, and Conshohocken Steel Products.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Wastequip Manufacturing for the purchase of two roll-off containers in the amount of \$12,970.50 ; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-182-003 as needed; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of two roll-off containers for a total amount of \$12,970.00 from Wastequip Manufacturing; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-91 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 26th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Sourcewell

Awarded Contract

Contract # 040621-WQI

2022

506 New Brooklyn Road, Williamstown, NJ,
08094
WQ-10218275

Sell To:

Contact Name Robert Bianchini
Bill To Name City of Asbury Park
Bill To 1 Municipal Plz
Ste 1
Asbury Park, NJ 07712-7066
USA
Email robert.bianchini@cityofasburypark.com
Phone (732) 502-4591
Mobile (732) 312-7579

Ship To Name City of Asbury Park
Ship To 1 Municipal Plz
Ste 1
Asbury Park, NJ 07712-7066
USA

Quote Information

Salesperson Steve Molnar
Salesperson Email smolnar@wastequip.com

Created Date 12/30/2021
Expiration Date 1/29/2022
Quote Number WQ-10218275
Please Reference Quote Number on all
Purchase Orders

704-936-5600

Product	Product Description	Quantity	Sales Price	Total Price
Container - NJ - 206739NE	30 Cubic Yard Standard Duty Rectangular Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 24" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	1.00	\$6,517.00	\$6,517.00
Container - NJ - 206741NE	20 Cubic Yard Standard Duty Rectangle Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 24" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	1.00	\$5,981.00	\$5,981.00

Payment Terms Net 30 Days if credit has been established
Shipping Terms FOB Origin

Subtotal \$12,498.00
Shipping \$472.50
Tax \$0.00
Grand Total \$12,970.50

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. V

2025



506 New Brooklyn Road, Williamstown, NJ,
08094
WQ-10218275

Sourcewell 

Awarded Contract

Contract #040621-WQI

the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Attachment: ROLL-OFF CONTAINER QUOTES FOR DPW (2022-91 : Authorizing the purchase of two roll-off containers for DPW)

Quote *2022***Conshohocken Steel Products**

301 Randolph Avenue, Ambler, PA 19002

Robert Bianchini City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712	Phone: 732.312.7579 Email: Robert.bianchini@asburypark.com	Date: 12/21/2021
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Qty	Description	Unit Price	Extended Price
1	20 yd Roll Off Container – general duty spec		\$ 7,265
1	30 yd Roll Off Container – general duty spec		\$ 7,555
Painted: Packer Green Terms: Net 30 with Purchase Order Delivery: 6-8 weeks after receipt of deposit Pricing good for 5 days		Sub Total	
		Delivery Charge	\$ 601
		Total	\$ 15,421

Notes: Customer to provide equipment to offload Containers;

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

Thank you for the opportunity

Shelly Brown
Email: shelly@consho.net

Phone: 856.305.8999
Fax: 856.506.8624

Attachment: ROLL-OFF CONTAINER QUOTES FOR DPW (2022-91 : Authorizing the purchase of two roll-off containers for DPW)

Upgrade – New Feature**C.S. Products Inc.****Roll Off Container Specifications****(Conshohocken Steel Products)****General Duty Spec – Conshohocken Value**

Floor:	3/16" steel plate, 2- piece
Cross Members:	3" structural steel channel 16" spacing with back to back channel at gate end
Side Rails:	3" structural steel channel
Gussets:	3/16" steel plate, every other crossmember, welded solid
Main Rails:	2" x 6" x 3/16" structural steel tube
Doghouse:	3/16 Plate
Hook & Plate:	1" steel plate (hook welded through plate)
Nose Rollers:	4" O.D. mechanical tubing
Front Wheels:	8" x 6" heavy duty steel pipe
Rear Wheels:	8" x 10" heavy duty steel pipe
Top Rails:	3" x 4" x 11 gauge structural steel tube
Sides:	12 gauge steel plate fully welded to top rail and floor plate
Side Posts:	12 gauge steel plate formed, 3" deep x 5" wide – 23" on center, 1" weep holes beneath side posts, 11 side supports each side
Tie Down Bar:	5/8" solid steel round bar
Ladder:	3/4" solid steel round bar
Stabilizer Plates:	3/16" steel plate fully welded, 1 on hinge side
Tailgate:	12 gauge steel plate
Bulkhead:	12 gauge steel plate fully welded to top rail and floor plate
Hinges:	1/2" plate, 8" x 3" on door & 8" x 7" on frame w/removable 1" greasable pin
Latches:	3/4" x 4" steel plate
Gate Plate:	12 ga plate, 5" x 91" welded solid at bottom of tailgate
Paint:	2 coats Heavy Duty Primer and 3 coats Heavy Duty Enamel

Rev: 6/24/2020



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-92

Resolution authorizing the purchase of a fork lift for DPW from Cherry Valley utilizing Capital Funds. Two quotes received: Cherry Valley Tractor Sales for \$33,999.00 delivery in 2 weeks and Modern Group for \$30,803.08 delivery in 26-30 weeks.



RESOLUTION NO. 2022-92

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

RESOLUTION AUTHORIZING THE PURCHASE A FORK LIFT FOR DPW

WHEREAS, the City has a need for a Fork Lift within the Department of Public Works;
and

WHEREAS, the City has solicited and obtained two quotes from Cherry Valley Tractor Sales for \$33,999.00 with delivery in two weeks and Modern Group Ltd. for \$30,803.08 with delivery in 26 - 30 weeks; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Cherry Valley Tractor Sales for the purchase of a fork lift in the amount of \$33,999.00 and delivery in two weeks; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-182-003 as needed; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase of a Fork Lift for a total amount of \$33,999.00 from Cherry Valley Tractor Sales; and

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-92 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 26th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



35 Route 70 West
Marlton, New Jersey 08053-3099
Tel #856-983-0111 Fax #856-983-7700
Cell #732-320-0452

To: CITY OF ASBURY PARK
9 MAIN STREET
ASBURY, NJ 07712-7000

Attn: EDDIE PAWLICKI

Tel: 732-775-0900

Cell: 732-859-6047

Email: Edward Pawlicki <Edward.Pawlicki@cityofasburypark.com>

2 WEEKS TO DELIVER UPON PO FROM CITY OF ASBURY

Date	1/19/2022
Estimated Delivery	From Receipt of Order
Terms	
F.O.B.	Marlton, NJ
To Be Shipped Via	
Salesman	John Fowler

Quantity		Total
1	NEW "Z SERIES" WORLD LIFT LPG POWERED FORK LIFT MODEL WFGZ50 5,000 LB LIFT @ 24" LOAD CENTER PNEUMATIC TIRES 7.00-12 FRONT & -6.00-9 REAR SOLIDS MAXIMUM HEIGHT 189"-HEIGHT MAST LOWERED 85" FORK FREE LIFT 60"-FORK LENGTH 42" CHASSIS LENGTH 102"-OVERALL WIDTH 45.5" INDUSTRIAL KUBOTA 4 CYLINDER LIQUID PROPANE ENGINE EPA TIER IV COMPLIANT TRANSMISSION POWERSHIFT WINCHING PEDAL & BRAKE PEDAL MAST HIGH VISIBILITY DESIGN W/SIDE THRUST CARRIAGE ROLLERS STEERING FULL HYDROSTATIC POWER STEERING BRAKE SYSTEM HYDRAULIC ACTUATED DRUM & SHOE CONTROL HANDLES MOUNTED ON DASH FOR EASE OF PERFORMANCE TILT STEERING-TURN SIGNALS-DUAL HEADLIGHTS-OVERHEAD GUARD ADJUSTABLE SEAT-BACKUP ALARM& LIGHT-STROBE LIGHT-BRAKE LIGHTS OPTIONAL EQUIPMENT INCLUDED: TRIPLE STAGE MAST SOLID PNEUMATIC TIRES-SIDE SHIFTER-LED LIGHTS WARRANTY 2 YEAR/4000 HRS ENGINE-TRANSMISSION-AXLE WARRANTY 1 YEAR/2000 HRS BASE UNIT COMPONENTS	\$ 33,999.00
Please note terms and conditions on Page 2		

Thank you for the opportunity

John Fowler

TERMS AND CONDITIONS

- **Sale is not final until this purchase order is signed by Seller and Buyer.**
- **No Warranties Express or Implied:** Seller makes no warranties, express or implied by law, as to the product(s) set forth in this purchase order, and Seller specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and any liability for consequential damages, including loss of income.
- **Manufacturer's Price Increase:** Manufacturer has reserved the right to change the price of products to Seller without notice. In the event the price to Seller of the product(s) ordered by Buyer is changed by Manufacturer prior to its delivery to Buyer, Seller reserves the right to change the cash delivery price to Buyer. If the cash delivery price is increased by Seller, Buyer may, if dissatisfied with the higher figure, cancel this order.
- **Delays in Delivery:** Buyer understands and agrees that Seller shall not be held responsible for any loss, damage, detention, delay, or failure to deliver resulting from any cause which is unavoidable or beyond Seller's reasonable control, including, but not limited to, fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot or insurrection, war, any order, decree, law, or regulation of any court, government, or governmental
- **In the event that this purchase order is canceled by mutual written consent of Seller and Buyer, or if Seller is unable to make delivery of said product(s) for any of the reasons specified herein, Seller shall return and Buyer shall accept any of the monies paid for the product(s) in full discharge of any obligations of Seller to Buyer hereunder.**
- **No Modification Unless in Writing:** Buyer agrees that all previous communications between Seller and Buyer, either verbal or written, with reference to the subject matter of this purchase order, are hereby abrogated. Buyer further agrees that no modification hereof shall be binding upon Seller unless said modification is in writing and agreed to and accepted in writing by an officer or authorized representative of Seller.
- **Choice of Law and Forum:** In the event that a dispute arises under this purchase order, Buyer and Seller agree that said dispute shall be governed by the law of the State of New Jersey, and Buyer and Seller agree that the dispute will be adjudicated in the State of New Jersey, and Buyer agrees to submit to jurisdiction of said court.
- **Attorney's Fees:** In the event that Seller turns a dispute arising under this purchase order to an attorney and prevails in said dispute, Buyer understands and agrees that Buyer will be liable for either, at Seller's choice, stipulated attorney's fees in the sum of twenty (20) percent of the unpaid balance of this purchase order, or actual attorney's fees incurred by Seller resolving the dispute to conclusion.

Cherry Valley Tractor Sales
 35 West Route 70
 Marlton, NJ, 08053
www.cherryvalleytractor.com



Modern Group Ltd.
 2501 Durham Road
 Bristol, PA 19007
 267-249-4020
 wileyr@moderngroup.com

Back-up alarms, strobe lights and mirrors are available from Modern Group Ltd.

Investment Proposal

Customer:

City of Asbury Park
 9 Main Street
 Asbury Park, NJ 07712

Ship to:

City of Asbury Park
 9 Main Street
 Asbury Park, NJ 07712

Quote To:

Edward Pawlicki

Quote No:

RTW 00744 Revised

Date:

11/12/2021

HYUNDAI NEW SOURCEWELL #-091520-HCE



We are pleased to submit the following quotation for your consideration

(1) Hyundai 25L-7A 5,000 lb. Capacity - Hyundai Engine, IC Pneumatic Tire Forklift

Mast	3 Stage Full Free LH 185" OALH 86"
Attachment	Cascade Sideshifter
Carriage	43.4" Hook Type Carriage with Backrest
Forks	41.3" x 1.8" x 3.9"
Hydraulic Hosing	Internal Hosing for 3rd Valve
Hydraulic Control Valve	3rd Spool Valve with Lever
Hydraulic Levers	Without Hydraulic Finger Tip Control
Overhead Guard	85" High
Tires	Single Solid Drive and Steer Tires
LP Tank Bracket	Swing Out LP Bracket
Warning Device Light	Amber LED Strobe
Rear Work Light	Rear Flood Light
Warranty	36 Months / 4,000 hours Standard Warranty

Standard Equipment

Engine:

Hyundai L4KB 2.4 L engine: 59hp @ 2,300rpm, EPA / CARB Tier IV Final Compliant

Powertrain:

Single speed transmission

Wet disc brakes

Pneumatic Drive Tires and Steer Tires

Hydraulic system:

Power steering

3rd spool valve and lever
Levers on bonnet
Adjustable steering handle angle

Electrical system:
Instrument panel
Back up alarm
OPSS
Front lights
Rear combination lights
Rear handle with horn switch (N/A with Cab)

OHG & Others:
85" height OHG
Rear view mirror
Grammer full suspension seat with orange seat belt
Swing out LP tank bracket

Investment Proposal Price Information

Unit Total Including Accessories:	\$ 30,803.08
Total Equipment And Accessories	\$ 30,803.08
Subtotal	\$ 30,803.08

Subtotal:	\$ 30,803.08
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Total Price :	\$ 30,803.08
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Above price does not include applicable sales tax
Pricing is good for 14 days from date of the proposal.
FOB : Delivered
Delivery: 26-30 Weeks
Terms: Lease/COD

Attachment: DPW FORK LIFT QUOTES (2022-92 : Authorizing the purchase of a Fork Lift for DPW)

*Finance offers are contingent upon credit approval and timely completion of all required documentation. Pricing subject to change prior to commencement. Used equipment subject to availability. All dollar amounts are calculated pre-tax. This proposal is for informational purposes only and is not a commitment by Modern Group or its affiliates to provide equipment or financing. This proposal should not be construed as constituting tax, accounting or legal advice.

The Modern Group Ltd. has assigned its rights, but not its obligations, regarding the purchase of the rental machinery and equipment described below to a qualified intermediary as part of an IRC Section 1031 exchange. This assignment has no effect on your rights or obligations under this agreement.

Terms and Conditions

TERMS AND CONDITIONS OF SALE

This quotation is an offer to enter into a contract based on this quotation and is valid for fourteen (14) days from the date hereof. You may accept this offer only by signing the duplicate copy and returning it to us. There are no provisions with respect to this quotation which are not specified herein. If any term or conditions contained in your order are in addition to or are different from the terms and conditions of this quotation, the terms and conditions of this quotation shall govern. If you submit an order with respect to the subject matter of this quotation, whether in writing or orally, this quotation will constitute the entire contract between us with respect to such subject matter. A purchase order is required.

PRICES

Prices quoted by vendor are subject to change without notice. Vendor's prices in effect at the date of delivery will govern at vendor's option.

ACCEPTANCE OF ORDERS

All orders are subject to acceptance in writing by an officer of the vendor or by the manager of the vendor at its place of business indicated on the face of its quotation order or invoice form. If not so accepted, an order shall be deemed accepted by vendor upon delivery to the first carrier of the article or articles ordered.

DELIVERY

Stated or promised delivery dates are estimates only based upon vendor's best judgement and vendor shall not be responsible for deliveries later than promised regardless of the cause. Deliveries are projected from the date of receipt of an order by the vendor, but if articles to be furnished by vendor are to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of vendor's receipt of complete manufacturing information, including necessary blueprints and specifications, purchaser's acceptance of vendor's blueprints and specification and the exchange of other information necessary for production. If the furnishing of articles on orders accepted by vendor is hindered or prevented by public authority or by the existence of war or other contingencies, including but not limited to, shortage of materials, fires, labor difficulties, accidents, delay in manufacture or transportation, acts of God, embargoes, inability to ship or substantially increased prices or, freight rates, or other causes beyond vendor's control, the obligation to fill or complete such orders shall be excused at vendor's option.

TRANSPORTATION

Prices quoted are net F.O.B. point designated in writing by vendor. When no F.O.B. point is designated in writing by vendor, prices for new articles shall be deemed to be net F.O.B. vendor's place of business at which the order for articles are accepted.

CLAIMS

Vendor's responsibility for the articles shall cease and all risk of loss shall become the purchaser's upon delivery of the articles to the first carrier for shipment to the purchaser or consignee, even though such delivery shall be made prior to the arrival of the articles at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the purchaser or his consignee to the carrier. Vendors shall in no event be responsible for shortages in shipment unless notice of such shortage is given in writing to the vendor within fifteen (15) days after receipt of shipment. Purchaser agrees to hold harmless vendor for any claims, suits, injuries or damages arising from the use of the equipment by purchaser or any of purchaser's employees, agents or contractors. Modern makes no warranties expressed or implied with respect to the equipment purchased here under. Purchaser's warranty rights on new equipment are limited to the terms of the manufacturer's warranty for the equipment. Used equipment offered is subject to prior sale. Warranty for used equipment as shown on proposal.

PAYMENT

Unless otherwise stated, all prices are net cash. Accounts in arrears more than thirty (30) days will bear interest at the highest lawful rate. Checks or promissory notes, if accepted by vendor, will be considered only as additional evidence of the original indebtedness of the purchaser and not in payment thereof. Unless otherwise precluded by law, security title to the articles sold will remain in vendor until all indebtedness of the purchaser shall have been fully paid in cash. In the event of attachment or execution being levied against the articles, the bankruptcy of the purchaser or any default by the purchaser in payments, vendor may seize the property invoiced and all payments made to the date of such repossession shall be considered as rent for the articles. Purchaser agrees to confess judgement against Vendor in the event of default. In the event that purchaser's check or promissory note is ineffective, vendor shall have the right to use purchaser's credit card to pay for the purchase.

LAWS GOVERNING

All orders will be governed by the laws of the state where the vendor has its principle executive office.

HOLD HARMLESS AND INDEMNITY

Modern will not be responsible for any incidental or consequential damages caused by the equipment malfunctioning or by Modern's inability to supply on time the equipment or a replacement. Customer agrees to defend and indemnify Modern against all claims for personal injury, property damage, or death, including claims of customers employees, resulting from the use or possession of the equipment.

TAXES

In addition to the prices provided for herein, the purchaser shall pay all federal, state, county and municipal taxes imposed by reason of any sale or lease to which this instrument relates other than taxes upon or measured by net income.

PURCHASER TO FURNISH

Performance by the vendor is subject to the purchaser furnishing a satisfactory priority rating certificate, export license, letter of credit, evidence of financial standing, or any other similar papers necessary for the satisfactory completion of such order.

ASSIGNMENT

Purchaser is hereby notified that Modern Group has assigned its right, but not its obligations, regarding the sale of rental machinery and equipment described herein to a qualified intermediary as part of an IRC Section 1031 exchange. This assignment has no effect on your rights or obligations under this agreement.

ENTIRE AGREEMENT

The final written expression of agreement of the parties shall be the Offer of Sale when accepted by purchaser, either by submission of a purchase order, return of the Offer of Sale with the order blanks completed, or by instructions to ship, or, in the event there has been no Offer of Sale issued, the terms and conditions contained in the invoice shall be the final written expression of agreement. The foregoing together with any attendant prints and specifications, shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guaranties or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party.

CANCELLATIONS

After acceptance, purchaser can only cancel the order upon written consent of vendor. Special application orders are non-cancelable. If vendor permits cancellation of non special application orders, purchaser agrees to pay a restocking charge. If the canceled order entails in-stock items, a flat restocking charge of 15% of the purchase price will be due. Products purchased specifically for the canceled orders shall be charged in accordance with cancellation charges from vendor's supplier plus a 15% handling charge.

Attachment: DPW FORK LIFT QUOTES (2022-92) : Authorizing the purchase of a Fork Lift for DPW)

Revised-01/08

Quote Authorization

Signed and accepted on behalf of:
Modern Group Ltd.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Quotation prepared by:
Bob Schumody
201-364-1722
11/12/2021

Signed and accepted on behalf of:
City of Asbury park

Signature: _____
(SIGNATURE OF AUTHORIZED OFFICER OR REPRESENTATIVE REQUIRED)

Print Name: _____

Title: _____

Date: _____

Attachment: DPW FORK LIFT QUOTES (2022-92 : Authorizing the purchase of a Fork Lift for DPW)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-93

Resolution authorizing the purchase of an air conditioning system for the PD Shift Commanders Office from Automated Building Controls utilizing Capital Funds.
Quotes received: Automated Building Control \$6,920.00 and Air System Maintenance \$9,764.00



RESOLUTION NO. 2022-93

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

RESOLUTION AUTHORIZING THE PURCHASE OF AN AIR CONDITIONING SYSTEM FOR THE POLICE DEPARTMENT

WHEREAS, the City has a need to purchase an Air Conditioning System for the Police Department Shift Commanders Office; and

WHEREAS, the City has solicited and obtained two quotes from Automated Building Controls, Inc. and Air Systems Maintenance; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to Automated Building Controls, Inc. in an amount of \$6,920.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-04-55-998-182-005. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of an air conditioning system in the amount of \$6,920.00 and a copy of this Resolution shall be provided to the Chief of Police, Director of IT, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-93 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 26th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

Phone: (732)918-8958
Fax: (732)918-2114
www.automatedbuilding.com

3320 Route 66
Neptune, New Jersey 07753

December 21, 2021

Asbury Park Police Department
Attn: Joe Dellaragione

Re: Ductless AC Unit
Dear Mr Dellaragione,

We herein propose the following items as a result our recent conversation and walkthrough.

- Install One (1), 1 Ton ductless split heat-pump unit with 1 Ton condensing unit including:
 - Mount evaporator unit on wall
 - Set condensing unit outside on west wall
 - Supply and install new copper lineset including all insulation, drilling, and fire stopping.
 - Install condensate piping
 - Install condensate pump
 - Supply remote control thermostat
 - Leak check, charge, start-up, and test unit
 - Clean up work area upon completion
 -
- One year parts and labor warranty

Exclusions:

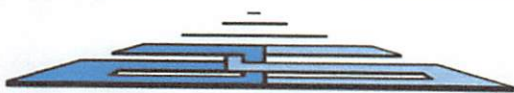
- Line volt power wiring (Power by owner)
- Overtime labor

Total Price as Described..... \$ 6,920.00
Plus tax if applicable

If you have any questions, please call.

Sincerely,

Darrel Golden
Sales Engineer



Air Systems Maintenance

718 Jefferson Ave
Kenilworth, N.J. 07033
Phone - 908.241.1555
Fax - 908.241.8111

Proposal

Proposal No: 20 6171
Date: December 21, 2021

<u>Proposal Submitted To:</u>		<u>Work to be Performed at:</u>	
Bill To:	Asbury Park Police	Location:	Same
Address:	One Municipal Plaza	Address:	
City/State:	Asbury Park NJ 07712	City/State:	
Attention:	Kirby Vargas	Contact:	
Phone Number:	732-749-0130	Phone Number:	
Fax Number:		Fax Number:	<----

Salesperson	Email Address	Project
Mark R.	Mredding@airsystemsmaintenance.com	Shift Commanders Office A/C Install

We hereby propose to furnish materials and perform labor necessary for the completion of the following:

Installation of (1) One 18,000 BTU Ductless Air Conditioning System in the Shift Commanders Office
Install 1 Wall Mounted Air Handler and 1 Condensing Unit Outside in Back of Building
Run Refrigerant Lines and Condensate Removal Piping to Outdoor Location of Condenser
Install Communication Cable Between Indoor and Outdoor Units
Pressure Check Refrigerant Lines With Dry Nitrogen, Evacuate and Charge System, Start Unit and
Verify Proper Operation. Clean Up Work Area Complete Job

EXCLUSIONS:

Overtime labor as extra

Permits as extra

Main Electrical Wiring From Breakers to Outdoor Unit By Others

Price Expires in 30 days

Total.....

\$9,764.00

<u>Proposal Includes:</u>	<u>Acceptance of Proposal:</u>
All material guaranteed as specified and the above work performed in accordance with the drawings and specifications submitted for the sum not to exceed: \$ 9,764.00	The above prices, specifications and conditions are satisfactory and hereby accepted. Your are authorized to complete this contract as specified. Payment will be made as outlined.

Mark Redding Mark Redding, Project Manager Date: December 21, 2021	Signature: _____
	Print Name: _____
	Date Of Acceptance: _____

Attachment: PD AIR CONDITIONING SYSTEM (2022-93 : Authorizing the Purchase of an Air Conditioning System for PD)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-94

Resolution authorizing the purchase of lights needed at Sunset & Library Park from Warshauer Electric Supply utilizing Transportation Funds. Sunset Park = \$68,333.33 and Library Park = \$13,961.70. Quotes are covered under the Hunterdon County Educational Services Commission Co-Op.



RESOLUTION NO. 2022-94

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

RESOLUTION AUTHORIZING THE PURCHASE OF LIGHTS NEEDED AT SUNSET & LIBRARY PARK

WHEREAS, the City of Asbury Park ("City") has a need to purchase lights for Sunset & Library Park; and

WHEREAS, the City has obtained the attached quotes from Warshauer Electric Supply totaling \$82,295.03 off of the Hunterdon County Educational Services Commission (HCESC) Co-op Contract #HCESC-Cat-19-07, in which the City is a member; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for these purchases to Warshauer Electric Supply in the amount of \$82,295.03; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 2-06-55-502-000-226. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of lights needed at Sunset & Library Park in the amount of \$82,295.03 from Warshauer Electric Supply and a copy of this Resolution shall be provided to the Superintendent of Public Works, City Manager, Deputy City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-94 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 26th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK



Electric Supply

WARSHAUER ELECTRIC SUPPLY TF
800 SHREWSBURY AVE
TINTON FALLS, NJ 07724
Phone 732-741-6400



Quotation

EXPIRATION DATE	QUOTE NUMBER
02/11/2022	S100364482
WARSHAUER ELECTRIC SUPPLY TF 800 SHREWSBURY AVE TINTON FALLS, NJ 07724 Phone 732-741-6400	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

CITY OF ASBURY PARK
ONE MUNICIPLE PLAZA
ASBURY PARK, NJ 07712

CITY OF ASBURY PARK
ONE MUNICIPLE PLAZA
ASBURY PARK, NJ 07712

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
442	Library Park Post Tops		Jeff Black	
WRITER		SHIP VIA	TERMS	SHIP DATE
Colin Casey x4024		TF SOUTH TRUCK	TERM-10TH PROX	12/13/2021
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
6ea	HADC C13739 Fixture Nonstock subject to re-stocking fee		2326.950/ea	13961.70
1ea	HCESC CO-OP MEMBER 34HUNCCP HCESC-CAT-19-07 LED LIGHTING SUPPLIES & EQUIPMENT Nonstock subject to re-stocking fee THESE ARE THE FIXTURES FOR THE LIBRARY PARK. THIS PRICING IS ONLY GOOD UNTIL 2/11/2022		0.000/ea	0.00
* Quoted bid price does not include any applicable tax, shipping, or handling charges. * All Quoted Commodities (Pipe, Wire, etc.) valid for 1 Day * Items are subject to a restock fee and freight back to the manufacturer if returned. Items cannot be returned if installed.			Subtotal	13961.70
			S&H Charges	0.00
			Amount Due	13961.70

Attachment: WARSHAUER ELECTRIC - LIGHT QUOTES (2022-94 : Purchase of Lights Needed at Sunset & Library Park)



Electric Supply

WARSHAUER ELECTRIC SUPPLY TF
800 SHREWSBURY AVE
TINTON FALLS, NJ 07724
Phone 732-741-6400



Quotation

EXPIRATION DATE	QUOTE NUMBER
02/11/2022	S100351805
WARSHAUER ELECTRIC SUPPLY TF 800 SHREWSBURY AVE TINTON FALLS, NJ 07724 Phone 732-741-6400	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

CITY OF ASBURY PARK
ONE MUNICIPALE PLAZA
ASBURY PARK, NJ 07712

CITY OF ASBURY PARK
ONE MUNICIPALE PLAZA
ASBURY PARK, NJ 07712

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
442	HCESC COOP PRICE		Jeff Black	
WRITER		SHIP VIA	TERMS	SHIP DATE
Colin Casey x4024		TF SOUTH TRUCK	TERM-10TH PROX	11/12/2021
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	SHIPPING INSTRUCTIONS PRICED AS PER THE HCESC COOP FOR ASBURY PARK			
14ea	HADC C13739-DWG01 REV D COMPLETE SET-UP Nonstock subject to re-stocking fee		4880.952/ea	68333.33
1ea	HCESC CO-OP MEMBER 34HUNCCP HCESC-CAT-19-07 LED LIGHTING SUPPLIES & EQUIPMENT Nonstock subject to re-stocking fee ABOVE IS AN ENTIRE SET-UP FOR THE SUNSET PARK PROJECT PRICING FOR THIS WILL ONLY BE HELD IF ORDERED IS RELEASED BY 2/11/2022		0.000/ea	0.00
* Quoted bid price does not include any applicable tax, shipping, or handling charges. * All Quoted Commodities (Pipe, Wire, etc.) valid for 1 Day * Items are subject to a restock fee and freight back to the manufacturer if returned. Items cannot be returned if installed.			Subtotal	68333.33
			S&H Charges	0.00
			Amount Due	68333.33

Attachment: WARSHAUER ELECTRIC - LIGHT QUOTES (2022-94 : Purchase of Lights Needed at Sunset & Library Park)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-95

Property Owner has Satisfied mortgage of \$24,300 on property located at 1300 Fourth Ave.



RESOLUTION NO. 2022-95

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

**RESOLUTION AUTHORIZING THE MAYOR & CITY COUNCIL TO EXECUTE A
DISCHARGE OF MORTGAGE FOR LINDA PETROWSKI FOR PROPERTY
LOCATED AT 1300 FOURTH AVENUE**

WHEREAS, the City of Asbury Park, through its Regional Contribution Agreement (RCA) Program, executed a mortgage to Linda Petrowski in the total amount of \$24,300, for repairs to 1300 Fourth Avenue, Asbury Park, Block 2105 Lot 9, which was recorded at the Office of Monmouth County Clerk, Book OR-9371, Page 9250; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$24,300 on June 18, 2019 for a period of ten years; and

WHEREAS, Linda Petrowski has vacated or transferred the title of said property and has reimbursed the City \$24,300; and

WHEREAS, Linda Petrowski has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 1300 Fourth Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage by the City with respect to 1300 Fourth Avenue.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-95 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

**RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A
DISCHARGE OF MORTGAGE FOR LINDA PETROWSKI FOR PROPERTY
LOCATED AT 1300 FOURTH AVENUE**

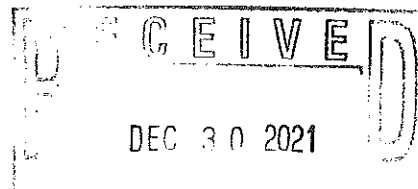
WHEREAS, the City of Asbury Park, through its Regional Contribution Agreement (RCA) Program, executed a mortgage to Linda Petrowski in the total amount of \$24,300, for repairs to 1300 Fourth Avenue, Asbury Park, Block 2105 Lot 9, which was recorded at the Office of Monmouth County Clerk, Book OR-9371, Page 9250; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$24,300 on June 18, 2019 for a period of ten years; and

WHEREAS, Linda Petrowski has vacated or transferred the title of said property and has reimbursed the City \$24,300; and

WHEREAS, Linda Petrowski has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 1300 Fourth Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage by the City with respect to 1300 Fourth Avenue.



39 Woodland Rd. • Roseland, New Jersey 07068 • 973-226-6555 • 973-226-6171 fax • fortunetitle.com

December 23, 2021

Via Federal Express

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

File No: 342793FTA
Property Information: 1300 Fourth Avenue
Asbury Park, NJ 07712
Tax Lot(s) 9, Tax Block 2105, City of Asbury Park, Monmouth County, NJ

Dear Donna Vieiro, City Manager

With respect to the above captioned matter, I enclose herewith a check in the amount of \$24,300.00, representing payment for mortgage payoff.

If you have any questions regarding the enclosed, please do not hesitate to contact us.

Sincerely,

Nicole Molinaro

**City of Asbury Park
City Hall
One Municipal Plaza
Asbury Park, NJ 07712**

PROGRAM LIEN PAYOFF

Prepared: December 21, 2021.

For: Linda Petrowski

Address: 1300 Fourth Avenue, Asbury Park, NJ 07712

Program: City of Asbury Park Regional Contribution Agreement Rehabilitation Program.

Program Mortgage Amount: \$24,300.00

Date of Mortgage: June 18, 2019 - recorded in the Monmouth County Clerk's Office on October 3, 2019 Book 9371, Pg. 9250.

Mortgage Terms: Refer to the terms listed in the Mortgage above and as follows:

Borrower agrees to pay the principal (\$24,300.00) with no interest in its entirety upon vacating or the transfer of title of this property prior to the end of the 10 years after completion of the rehabilitation as evidenced by certification from the Housing Inspector of the City of Asbury Park.

Payoff Amount is: \$24,300.00

Payable to: City of Asbury Park

C/O: City of Asbury Park: City Hall. One Municipal Plaza, Asbury Park, NJ 07712

Attn: Donna Vieiro, City Manager.

The Program Lien will be discharged after receipt of payment.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-96

Mortgage has been satisfied in the amount of \$5,000.00



RESOLUTION NO. 2022-96

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

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A DISCHARGE OF MORTGAGE UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT HOMEBUYER'S ASSISTANCE PROGRAM

WHEREAS, The City of Asbury Park through its Homebuyer's Assistance Program executed a mortgage between the City and Luis & Nancy Flores in the amount of \$5,000 for the down payment of a home located at 17 DeWitt Avenue, Block 902 Lot 14.01, Asbury Park; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$5,000 for a period of five years; and

WHEREAS, the mortgage was made on August 10th, 2016 between Luis & Nancy Flores and the City for the purpose of secondary financing of a single-family residential unit and recorded at the Office of Monmouth County Clerk, Book OR-9186, Page 1192; and
WHEREAS, Luis & Nancy Flores has satisfied the requirements of said loan in the amount of \$5,000; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage and Mortgage Note by the City with respect to 17 DeWitt Avenue, in the amount of \$5,000, which has been fully paid or otherwise, satisfied.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-96 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 27th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A DISCHARGE OF
MORTGAGE UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT
HOMEBUYER'S ASSISTANCE PROGRAM

WHEREAS, The City of Asbury Park through it's Homebuyer's Assistance Program executed a mortgage between the City and Luis & Nancy Flores in the amount of \$5,000 for the down payment of a home located at 17 DeWitt Avenue, Block 902 Lot 14.01, Asbury Park; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$5,000 for a period of five years; and

WHEREAS, the mortgage was made on August 10th, 2016 between Luis & Nancy Flores and the City for the purpose of secondary financing of a single-family residential unit and recorded at the Office of Monmouth County Clerk, Book OR-9186, Page 1192; and

WHEREAS, Luis & Nancy Flores has satisfied the requirements of said loan in the amount of \$5,000; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage and Mortgage Note by the City with respect to 17 DeWitt Avenue, in the amount of \$5,000, which has been fully paid or otherwise, satisfied.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-97

Reprogramming of CDBG Funds for PPE (masks, gloves, etc.)



RESOLUTION NO. 2022-97

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

RESOLUTION AUTHORIZING THE REPROGRAMMING OF FUNDS AS A RESULT OF A SUBSTANTIAL AMENDMENT TO THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN FOR FISCAL YEAR 2019

WHEREAS, the Department of Community Development is proposing to amend its Fiscal Year 2019 Annual Action Plan; and

WHEREAS, HUD requires the City to submit an Annual Action Plan each year, identifying the activities it intends to undertake to address the priorities and specific objectives for housing and community development; and

WHEREAS, the City must hold a public comment period to obtain citizen input on any proposed changes in projects or funding allocations contained in the Action Plan, whenever the proposed changes meet the definition of a Substantial Amendment as outlined in the Citizen Participation Plan; and

WHEREAS, the five-day public comment period applies to CDBG/CV CARES Act projects, whereby grantees may amend Citizen Participation Plans in order to establish and implement expedited procedures with a comment period of no less than 5-days. The City didn't receive any comments from the public during this time period; and

WHEREAS, City staff has identified Community Development Block Grant (CDBG) projects and balances as being available for de-obligation and reprogramming; and

WHEREAS, a total of \$8,473.00 from Fiscal Year 2019, will be de-obligated and reprogrammed to fund the following project.

- Personal Protective Equipment

WHEREAS, the de-obligation and reprogramming of these funds is in accordance with the existing U.S. Department of Housing and Urban Development and Community Development policies; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that the de-obligation and reprogramming of Community Development funds as set forth herein be and the same is hereby approved and authorized.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-97 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

**RESOLUTION AUTHORIZING THE REPROGRAMMING OF FUNDS AS A RESULT
OF A SUBSTANTIAL AMENDMENT TO THE CITY'S COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN FOR FISCAL
YEAR 2019**

WHEREAS, the Department of Community Development is proposing to amend its Fiscal Year 2019 Annual Action Plan; and

WHEREAS, HUD requires the City to submit an Annual Action Plan each year, identifying the activities it intends to undertake to address the priorities and specific objectives for housing and community development; and

WHEREAS, the City must hold a public comment period to obtain citizen input on any proposed changes in projects or funding allocations contained in the Action Plan, whenever the proposed changes meet the definition of a Substantial Amendment as outlined in the Citizen Participation Plan; and

WHEREAS, the five-day public comment period applies to CDBG/CV CARES Act projects, whereby grantees may amend Citizen Participation Plans in order to establish and implement expedited procedures with a comment period of no less than 5-days. The City didn't receive any comments from the public during this time period; and

WHEREAS, City staff has identified Community Development Block Grant (CDBG) projects and balances as being available for de-obligation and reprogramming; and

WHEREAS, a total of \$8,473.00 from Fiscal Year 2019, will be de-obligated and reprogrammed to fund the following project.

- Personal Protective Equipment

WHEREAS, the de-obligation and reprogramming of these funds is in accordance with the existing U.S. Department of Housing and Urban Development and Community Development policies; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that the de-obligation and reprogramming of Community Development funds as set forth herein be and the same is hereby approved and authorized.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 26, 2022
RESOLUTION SUMMARY

2022-99

The City believes that it is in the best interests of the City and its residents to participate and join in the settlement agreements in order to hold these companies financially accountable for the ongoing opioid crisis and to implement the necessary changes to prevent such a crisis from happening again.



RESOLUTION NO. 2022-99

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO PARTICIPATE IN THE NATIONWIDE SETTLEMENT AGREEMENTS WITH JANSSEN PHARMACEUTICALS (A/K/A JOHNSON & JOHNSON), MCKESSON, CARDINAL HEALTH, AND AMERISOURCEBERGEN TO RESOLVE CLAIMS INVOLVING THEIR ROLES IN THE COUNTRY’S OPIOID CRISIS.

WHEREAS, the ongoing opioid crisis in America has had a devastating effect on individuals and communities, including many here in the City of Asbury Park (the “City”); and

WHEREAS, on August 20, 2021, Acting Attorney General Andrew J. Bruck announced that New Jersey intends to join nationwide settlement agreements with New Jersey based pharmaceutical company Janssen Pharmaceuticals (a/k/a Johnson & Johnson) and pharmaceutical distributors McKesson, Cardinal Health and AmerisourceBergen, to resolve claims involving their roles in fomenting the country’s opioid crisis; and

WHEREAS, participation in the nationwide settlements will not only hold the companies financially accountable by requiring payments of as much as \$26 billion, the settlements will provide funding to support programs that address the opioid epidemic in New Jersey and across the country, and will require significant changes in the pharmaceutical industry aimed at preventing similar crises in the future; and

WHEREAS, the proposed settlements provide:

“the Distributors to pay up to \$21 billion over 18 years and Janssen to pay up to \$5 billion over no more than 9 years, for a total of \$26 billion (the “Settlement Amount”). Of the Settlement Amount, approximately \$22.7 billion is earmarked for use by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. The Settlements also contain injunctive relief provisions governing the opioid marketing, sale and distribution practices at the heart of the states’ and subdivisions’ lawsuits and further require the Distributors to implement additional safeguards to prevent diversion of prescription opioids”; and

WHEREAS, given the manner in which the settlements are structured, greater municipal participation will yield a greater amount of funding to become available to all participants; and

WHEREAS, the City is an eligible political subdivision/municipal government that may

participate in the settlements, which will potentially entitle the City to receive substantial proceeds in furtherance of remediating the opioid crisis; and

WHEREAS, the Mayor and Council of the City believe that it is in the best interests of the City and its residents to participate and join in the settlement agreements in order to hold these companies financially accountable for the ongoing opioid crisis and to implement the necessary changes to prevent such a crisis from happening again in the near future, which will serve to protect the interests of the City's residents.

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

1. That City Manager Donna M. Vieiro is hereby authorized to sign any documents necessary in order for the City to participate and join the settlement agreements with Janssen Pharmaceuticals (a/k/a Johnson & Johnson), McKesson, Cardinal Health and AmerisourceBergen to resolve claims involving their participation in the opioid crisis.
2. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Office of the Attorney General of New Jersey;
 - b. Michael D. Fitzgerald, Esq., Monmouth County Counsel;
 - c. Lori Buckelew, Deputy Director & Director Government Affairs, N.J. League of Municipalities;
 - d. Donna M. Vieiro, City Manager;
 - e. Michael J. Manzella, PP, AICP, Deputy City Manager;
 - f. JoAnn Boos, CFO;
 - g. Police Chief David Kelso;
 - h. Doug Schultz, Director of Social Services; and
 - i. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-99 which was finally adopted by the City Council at a meeting held on the 26th day of January, 2022

CERTIFIED BY ME THIS 27th DAY OF January, 2022.

MELODY HARTSGROVE
CITY CLERK

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER**

BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE “CITY”), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,923; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$1,996,523 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,923) OF THE CITY TO FINANCE PART OF THE COST THEREOF

WHEREAS, the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”), finally adopted various Bond Ordinances, specifically (a) Bond Ordinance Number 2016-16 on April 27, 2016 (the “2016 Bond Ordinance”) and (b) Bond Ordinance Number 2018-4 on February 28, 2018 (the “2018 Bond Ordinance”) (collectively, the “Original Ordinances”); and

WHEREAS, following the respective effective date of the Original Ordinances, the City has determined that certain of the capital improvements or purposes set forth in Original Ordinances have either been completed in full or discontinued as a result of events occurring subsequent to the adoption of the Original Ordinances, as applicable; and

WHEREAS, there currently remains on deposit in the City capital accounts excess appropriations allocable to the Original Ordinances in the aggregate amount of \$447,220 (including excess authorization of bonds and notes in the aggregate amount of \$425,922) but no

longer necessary to complete the improvements or purposes authorized therein (the “Excess Funds”); and

WHEREAS, the City Council has determined that it is in the best interest of the City to reappropriate the Excess Funds in the aggregate amount of \$447,220 (including the reauthorization of bonds and notes in the aggregate amount of \$425,922) to finance a portion of the various 2021 capital improvements as further detailed in Section 5(a) hereof (the “Project”); and

WHEREAS, the City Council now desires to reappropriate the Excess Funds in the aggregate amount of \$447,220 (including the reauthorization of bonds and notes in the aggregate amount of \$425,922) to undertake a portion of the cost of the Project, which are improvements or purposes for which bonds may be issued, as well as, appropriate additional new monies and authorize additional bonds and notes for said Project; and

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

SECTION 1. The following amounts of Excess Funds in the aggregate amount of \$447,220 (including the reauthorization of bonds and notes in the aggregate amount of \$425,922 and a down payment in the aggregate amount of \$21,298) from the following Original Ordinances are no longer necessary for the purposes for which they were originally appropriated and authorized and are each hereby reappropriated and reauthorized to finance a portion of the improvements and purposes set for in Section 5(a) herein:

<u>Bond Ordinance Number</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>
Bond Ordinance Number 2016-16;	\$286,275	\$272,642	\$13,633
Bond Ordinance Number 2018-4	<u>\$160,945</u>	<u>\$153,280</u>	<u>\$7,665</u>
TOTALS	<u>\$447,220</u>	<u>\$425,922</u>	<u>\$21,298</u>

SECTION 2. The total amount of \$447,220 in Excess Funds is hereby reappropriated (including the reauthorization of bonds and notes in the aggregate amount of

\$425,922 and a down payment in the aggregate amount of \$21,298) and shall be used to finance a portion of the cost of the Project, which are general capital improvements or purposes for which bonds may be issued and which general improvements or purposes are set forth in Section 5(a) herein, and the Original Ordinances, specifically the 2016 Bond Ordinance and the 2018 Bond Ordinance, are each hereby amended to reflect such reappropriation and reauthorization of bonds and notes and the respective amounts set forth in Section 1 hereof are each hereby reappropriated and reauthorized from each of the Original Ordinances to the purposes set forth in Section 5(a) hereof.

SECTION 3. The improvements or purposes described in Section 5 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$2,489,850 (including the reappropriation of \$447,220 and a grant in the amount of \$175,000 from the State of New Jersey Urban Enterprise Zone Program (the "Grant")), said sum being inclusive of the sum of \$110,233 (including the \$21,298 reauthorized amount of down payment) as the aggregate amount of down payments for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payments are now available by virtue of a provision or provisions in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes. Pursuant to N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the improvement or purpose set forth in Section 5(a)(i) herein (allocable to the Grant) as a portion of such project is expected to be funded by the Grant.

SECTION 4. For the financing of said improvements or purposes described in Section 5(a) hereof and to meet the part of said \$2,489,850 appropriation not provided for by application hereunder of said down payments and the Grant, negotiable bonds of the City are hereby authorized to be issued in the aggregate principal amount of \$2,204,617 (including the reauthorized amount of \$425,923) pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in an aggregate principal amount not exceeding \$2,204,617 (including the reauthorized amount of \$425,923) are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 5. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Fire Department - Acquisition and Installation, As Applicable, Of Various Non-Passenger Trucks, Vehicles And Equipment Including, But Not Limited To, An Ambulance, A Ladder Truck, A Command Vehicle And An Aeroclave System;	\$1,690,183 (including the Grant)	\$1,443,031	\$72,152	12.04 Years

(ii) Department of Public Works - Acquisition And Installation, As Applicable, Of Various Non-Passenger Service Vehicles And Trucks, A Forklift, Dumpsters, And A Pole Barn; Various Infrastructure Improvements Including, But Not Limited To, City Facilities And Paving Improvements; And Various Furniture And Equipment For City Hall Offices;	\$450,565	\$429,109	\$21,456	6.54 years
(iii) Information Technology Improvements - Acquisition And Installation, As Applicable, Of Various Equipment Including, But Not Limited To, Digital Video Security Camera, Security Cameras at the Train Station, Computer Hardware And Software, Servers, Air Conditioning Unit Shift Commander, And A Digital Message Board for City Hall Parking Lot; And	\$211,272	\$201,211	\$10,061	7.4 years
(v) Police Department - Acquisition and Installation, As Applicable Of Various Non-Passenger Vehicles (Marked And/Or Unmarked) And Associated Upfittings Including, But Not Limited To, Light Packages.	\$137,830	\$131,266	\$6,564	5 years
Totals	<u>\$2,489,850</u>	<u>\$2,204,617</u>	<u>\$110,233</u>	

(b) The above improvements or purposes set forth in Section 5(a) shall also include, as applicable, all engineering, architectural or design work, construction planning, preparation of plans and specifications, permits, bid documents, inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The aggregate estimated maximum amount of bonds or notes to be issued for said purposes is \$2,204,617 (including the reauthorization of Bonds or Notes in the aggregate amount of \$425,923).

(d) The aggregate estimated cost of said purposes is \$2,489,850 (including the Grant and the reauthorization in the aggregate amount of \$447,220), the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the aggregate down payments and the Grant; and the Chief Financial Officer may reappropriate the amounts among the improvements or purposes set forth in Section 5(a).

SECTION 6. Except for the Grant, in the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. Except for the Grant, in the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2

hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 7. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the City (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8(a). The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 8. The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, is on file in the Office of the City Clerk and is available for public inspection.

SECTION 9. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 5 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 10.13 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the City Clerk and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,778,694 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$497,970 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes herein before described.

SECTION 10. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 11. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 4 of this bond ordinance and to

use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 5 of this bond ordinance. This Section 11 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

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

SECTION 13. The City covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under this bond ordinance.

SECTION 14. Except as expressly amended and supplemented hereby, the Original Ordinances shall remain in full force and effect.

SECTION 15. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: September 22, 2021**

**MELODY HARTSGROVE,
Clerk of the City of Asbury Park**

**ADOPTED ON SECOND READING
DATED: October 27, 2021**

**MELODY HARTSGROVE,
Clerk of the City of Asbury Park**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2021.

**JOHN MOOR,
Mayor of the City of Asbury Park**

**CITY COUNCIL OF THE CITY OF ASBURY PARK
PUBLIC NOTICE**

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on September 22, 2021. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at City Council Chambers, One Municipal Plaza, Asbury Park, New Jersey, on October 27, 2021 at 6:00 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$2,204,617 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922) OF THE CITY TO FINANCE PART OF THE COST THEREOF

Purpose(s): Various 2021 Capital Improvements Throughout The City Including, But Not Limited To, Improvements To, And/Or Acquisition And Installation Of, As

Applicable, Various Equipment And Non-Passenger Vehicles for the Police, Fire and Public Works Departments; and City-Wide Information Technology, Infrastructure, Paving And Facility Improvements and Various Furniture and Equipment for City Hall Offices

Appropriation: \$2,489,850 (including the Reappropriation of \$447,220 and the Grant as described below)

Bonds/Notes Authorized: \$2,204,617 (including the Reauthorization of \$425,923)

Grants Appropriated: \$175,000 Grant from the State of New Jersey Urban Enterprise Zone Program

Section 20 Costs: \$497,970

Useful Life: 10.13 years

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

**CITY COUNCIL OF THE CITY OF ASBURY PARK
PUBLIC NOTICE
BOND ORDINANCE STATEMENTS AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey on October 27, 2021 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$2,204,617 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922) OF THE CITY TO FINANCE PART OF THE COST THEREOF
Purpose(s):	Various 2021 Capital Improvements Throughout The City Including, But Not Limited To, Improvements To, And/Or Acquisition And Installation Of, As Applicable, Various Equipment And Non-Passenger Vehicles for the Police, Fire and Public Works Departments; and City-Wide Information Technology, Infrastructure, Paving And Facility Improvements and Various Furniture and Equipment for City Hall Offices
Appropriation:	\$2,489,850 (including the Reappropriation of \$447,220 and the Grant as described below)
Bonds/Notes Authorized:	\$2,204,617 (including the Reauthorization of \$425,923)
Grants Appropriated:	\$175,000 Grant from the State of New Jersey Urban Enterprise Zone Program
Section 20	\$497,970
Costs:	
Useful Life:	10.13 years

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

“BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE “CITY”), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$2,204,617 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922) OF THE CITY TO FINANCE PART OF THE COST THEREOF”,

there was available as down payments for the improvements or purposes authorized by said bond ordinance \$110,233 (including the reappropriated amount of down payment of \$21,298), which down payments were available by virtue of a provision or provisions in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2021.

JOANN BOOS,
Chief Financial Officer

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on September 22, 2021 at 6:00 p.m. at City Council Chambers, One Municipal Plaza, Asbury Park, in said County, and that the following was the roll call:

Present:

Absent:

I DO HEREBY FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2021.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on October 27, 2021, at 6:00 p.m. at City Council Chambers, One Municipal Plaza, Asbury Park, in said County, and that the following was the roll call:

Present:

Absent:

I DO HEREBY FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2021.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CLERK'S CERTIFICATE

I, MELODY HARTSGROVE, DO HEREBY CERTIFY that I am the Clerk of the City of Asbury Park, in the County of Monmouth (the "City"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the City. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all resolutions and ordinances of the City. The representations made herein are based upon the records of the City. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on September 22, 2021 and finally adopted on October 27, 2021.

2. After introduction, the bond ordinance was published as required by law on _____, 2021 in _____ (the name of the newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the City at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the City who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on _____, 2021 and was duly published as required by law on _____, 2021 in _____ (the name of the newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of this bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, as applicable.

7. The official seal of the City is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2021.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT

I, the undersigned, Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by JoAnn Boos, the Chief Financial Officer as of September 22, 2021, that such Supplemental Debt Statement was filed in my office on or by September 22, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs on _____, 2021.

222026998v3

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

DATED: January 26, 2022

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2022

JOHN MOOR,
Mayor of the City of Asbury Park

**CITY OF ASBURY PARK
ORDINANCE NUMBER 2021-36**

BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$2,204,617 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922) OF THE CITY TO FINANCE PART OF THE COST THEREOF

WHEREAS, the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), finally adopted various Bond Ordinances, specifically (a) Bond Ordinance Number 2016-16 on April 27, 2016 (the "2016 Bond Ordinance") and (b) Bond Ordinance Number 2018-4 on February 28, 2018 (the "2018 Bond Ordinance") (collectively, the "Original Ordinances"); and

WHEREAS, following the respective effective date of the Original Ordinances, the City has determined that certain of the capital improvements or purposes set forth in Original Ordinances have either been completed in full or discontinued as a result of events occurring subsequent to the adoption of the Original Ordinances, as applicable; and

WHEREAS, there currently remains on deposit in the City capital accounts excess appropriations allocable to the Original Ordinances in the aggregate amount of \$447,220 (including excess authorization of bonds and notes in the aggregate amount of \$425,922) but no longer necessary to complete the improvements or purposes authorized therein (the "Excess Funds"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to reappropriate the Excess Funds in the aggregate amount of \$447,220 (including the reauthorization of bonds and notes in the aggregate amount of \$425,922) to finance a portion of the various 2021 capital improvements as further detailed in Section 5(a) hereof (the "Project"); and

WHEREAS, the City Council now desires to reappropriate the Excess Funds in the aggregate amount of \$447,220 (including the reauthorization of bonds and notes in the aggregate amount of \$425,922) to undertake a portion of the cost of the Project, which are improvements or purposes for which bonds may be issued, as well as, appropriate additional new monies and authorize additional bonds and notes for said Project; and

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

SECTION 1. The following amounts of Excess Funds in the aggregate amount of \$447,220 (including the reauthorization of bonds and notes in the aggregate amount of \$425,922 and a down payment in the aggregate amount of \$21,298) from the following Original Ordinances are no longer necessary for the purposes for which they were originally appropriated and authorized and are each hereby reappropriated and reauthorized to finance a portion of the improvements and purposes set for in Section 5(a) herein:

<u>Bond Ordinance Number</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>
Bond Ordinance Number 2016-16;	\$286,275	\$272,642	\$13,633
Bond Ordinance Number 2018-4	<u>\$160,945</u>	<u>\$153,280</u>	<u>\$7,665</u>
TOTALS	<u>\$447,220</u>	<u>\$425,922</u>	<u>\$21,298</u>

SECTION 2. The total amount of \$447,220 in Excess Funds is hereby reappropriated (including the reauthorization of bonds and notes in the aggregate amount of \$425,922 and a down payment in the aggregate amount of \$21,298) and shall be used to

finance a portion of the cost of the Project, which are general capital improvements or purposes for which bonds may be issued and which general improvements or purposes are set forth in Section 5(a) herein, and the Original Ordinances, specifically the 2016 Bond Ordinance and the 2018 Bond Ordinance, are each hereby amended to reflect such reappropriation and reauthorization of bonds and notes and the respective amounts set forth in Section 1 hereof are each hereby reappropriated and reauthorized from each of the Original Ordinances to the purposes set forth in Section 5(a) hereof.

SECTION 3. The improvements or purposes described in Section 5 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$2,489,850 (including the reappropriation of \$447,220 and a grant in the amount of \$175,000 from the State of New Jersey Urban Enterprise Zone Program (the "Grant")), said sum being inclusive of the sum of \$110,233 (including the \$21,298 reauthorized amount of down payment) as the aggregate amount of down payments for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payments are now available by virtue of a provision or provisions in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes. Pursuant to N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the improvement or purpose set forth in Section 5(a)(i) herein (allocable to the Grant) as a portion of such project is expected to be funded by the Grant.

SECTION 4. For the financing of said improvements or purposes described in Section 5(a) hereof and to meet the part of said \$2,489,850 appropriation not provided for by application hereunder of said down payments and the Grant, negotiable bonds of the City are hereby authorized to be issued in the aggregate principal amount of \$2,204,617 (including the reauthorized amount of \$425,923) pursuant to the Local Bond Law. In anticipation of the issuance

of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in an aggregate principal amount not exceeding \$2,204,617 (including the reauthorized amount of \$425,923) are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 5. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <u>Fire Department</u> – Acquisition and Installation, As Applicable, Of Various Non-Passenger Trucks, Vehicles And Equipment Including, But Not Limited To, An Ambulance, A Ladder Truck, A Command Vehicle And An Aeroclave System;	\$1,690,183 (including the Grant)	\$1,443,031	\$72,152	12.04 Years
(ii) <u>Department of Public Works</u> – Acquisition And Installation, As Applicable, Of Various Non-Passenger Service Vehicles And Trucks, A Forklift, Dumpsters, And A Pole Barn; Various Infrastructure Improvements Including, But Not Limited To, City Facilities And Paving Improvements; And Various Furniture And Equipment For City Hall Offices;	\$450,565	\$429,109	\$21,456	6.54 years
(iii) <u>Information Technology Improvements</u> – Acquisition And Installation, As Applicable, Of Various Equipment Including, But Not Limited To, Digital Video Security Camera, Security Cameras at the Train Station, Computer Hardware And Software, Servers, Air Conditioning Unit Shift Commander, And A Digital Message Board for City Hall Parking Lot; And	\$211,272	\$201,211	\$10,061	7.4 years
(v) <u>Police Department</u> – Acquisition and Installation, As Applicable Of Various Non-Passenger Vehicles (Marked And/Or Unmarked) And Associated Upfittings Including, But Not Limited To, Light Packages.	\$137,830	\$131,266	\$6,564	5 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
Totals	<u>\$2,489,850</u>	<u>\$2,204,617</u>	<u>\$110,233</u>	

(b) The above improvements or purposes set forth in Section 5(a) shall also include, as applicable, all engineering, architectural or design work, construction planning, preparation of plans and specifications, permits, bid documents, inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The aggregate estimated maximum amount of bonds or notes to be issued for said purposes is \$2,204,617 (including the reauthorization of Bonds or Notes in the aggregate amount of \$425,923).

(d) The aggregate estimated cost of said purposes is \$2,489,850 (including the Grant and the reauthorization in the aggregate amount of \$447,220), the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the aggregate down payments and the Grant; and the Chief Financial Officer may reappropriate the amounts among the improvements or purposes set forth in Section 5(a).

SECTION 6. Except for the Grant, in the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. Except for the Grant, in the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2

hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 7. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the City (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8(a). The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 8. The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, is on file in the Office of the City Clerk and is available for public inspection.

SECTION 9. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 5 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 10.13 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the City Clerk and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,778,694 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$497,970 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes herein before described.

SECTION 10. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 11. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 4 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 5 of this bond ordinance. This Section 11 is a declaration of intent within the meaning

and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

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

SECTION 13. The City covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under this bond ordinance.

SECTION 14. Except as expressly amended and supplemented hereby, the Original Ordinances shall remain in full force and effect.

SECTION 15. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: September 22, 2021

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

ADOPTED ON SECOND READING
DATED: January 26, 2022

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

JOHN MOOR,
Mayor of the City of Asbury Park

**CITY COUNCIL OF THE CITY OF ASBURY PARK
PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on September 22, 2021. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at City Council Chambers, One Municipal Plaza, Asbury Park, New Jersey, on January 26, 2022 at 6:00 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$2,204,617 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922) OF THE CITY TO FINANCE PART OF THE COST THEREOF

Purpose(s): Various 2021 Capital Improvements Throughout The City Including, But Not Limited To, Improvements To, And/Or Acquisition And Installation Of, As Applicable, Various Equipment And Non-Passenger Vehicles for the Police, Fire and Public Works Departments; and City-Wide Information Technology, Infrastructure, Paving And Facility Improvements and Various Furniture and Equipment for City Hall Offices

Appropriation: \$2,489,850 (including the Reappropriation of \$447,220 and the Grant as described below)

Bonds/Notes Authorized: \$2,204,617 (including the Reauthorization of \$425,923)

Grants Appropriated: \$175,000 Grant from the State of New Jersey Urban Enterprise Zone Program

Section 20 Costs: \$497,970

Useful Life: 10.13 years

**MELODY HARTSGROVE,
Clerk of the City of Asbury Park**

Attachment: 2021-36 (4325 : Bond Ordinance Amending 2016-16 and Bond Ordinance 2018-4)

**CITY COUNCIL OF THE CITY OF ASBURY PARK
PUBLIC NOTICE
BOND ORDINANCE STATEMENTS AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey on January 26, 2022 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$2,204,617 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922) OF THE CITY TO FINANCE PART OF THE COST THEREOF

Purpose(s): Various 2021 Capital Improvements Throughout The City Including, But Not Limited To, Improvements To, And/Or Acquisition And Installation Of, As Applicable, Various Equipment And Non-Passenger Vehicles for the Police, Fire and Public Works Departments; and City-Wide Information Technology, Infrastructure, Paving And Facility Improvements and Various Furniture and Equipment for City Hall Offices

Appropriation: \$2,489,850 (including the Reappropriation of \$447,220 and the Grant as described below)

Bonds/Notes Authorized: \$2,204,617 (including the Reauthorization of \$425,923)

Grants Appropriated: \$175,000 Grant from the State of New Jersey Urban Enterprise Zone Program

Section 20 Costs: \$497,970

Useful Life: 10.13 years

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

Attachment: 2021-36 (4325 : Bond Ordinance Amending 2016-16 and Bond Ordinance 2018-4)

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

“BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE “CITY”), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$2,204,617 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922) OF THE CITY TO FINANCE PART OF THE COST THEREOF”,

there was available as down payments for the improvements or purposes authorized by said bond ordinance \$110,233 (including the reappropriated amount of down payment of \$21,298), which down payments were available by virtue of a provision or provisions in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2022.

JOANN BOOS,
Chief Financial Officer

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on September 22, 2021 at 6:00 p.m. at City Council Chambers, One Municipal Plaza, Asbury Park, in said County, and that the following was the roll call:

Present:

Absent:

I DO HEREBY FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2022.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

Attachment: 2021-36 (4325 : Bond Ordinance Amending 2016-16 and Bond Ordinance 2018-4)

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on January 26, 2022, at 6:00 p.m. at City Council Chambers, One Municipal Plaza, Asbury Park, in said County, and that the following was the roll call:

Present:

Absent:

I DO HEREBY FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2022.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

Attachment: 2021-36 (4325 : Bond Ordinance Amending 2016-16 and Bond Ordinance 2018-4)

CLERK'S CERTIFICATE

I, MELODY HARTSGROVE, DO HEREBY CERTIFY that I am the Clerk of the City of Asbury Park, in the County of Monmouth (the "City"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the City. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all resolutions and ordinances of the City. The representations made herein are based upon the records of the City. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on September 22, 2021 and finally adopted on January 26, 2022.

2. After introduction, the bond ordinance was published as required by law on _____, 2021 in _____ (the name of the newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the City at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the City who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on _____, 2022 and was duly published as required by law on _____, 2022 in _____ (the name of the newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of this bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, as applicable.

7. The official seal of the City is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2022.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT

I, the undersigned, Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by JoAnn Boos, the Chief Financial Officer as of September 22, 2021, that such Supplemental Debt Statement was filed in my office on or by September 22, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs prior to January 26, 2022.

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

222026998v3

Attachment: 2021-36 (4325 : Bond Ordinance Amending 2016-16 and Bond Ordinance 2018-4)

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER**

**BOND ORDINANCE PROVIDING FOR VARIOUS
TRANSPORTATION UTILITY IMPROVEMENTS, BY AND
IN THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING
\$2,070,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$2,070,000 IN BONDS OR NOTES TO
FINANCE THE COST THEREOF**

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as Transportation Utility improvements or purposes to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"). For the said improvement or purpose stated in Section 3, there is hereby appropriated the sum of \$2,070,000 from the Transportation Utility of the City, said sum being inclusive of all appropriations heretofore made therefor. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), no down payment is required as the Transportation Utility of the City is self-liquidating.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof, negotiable bonds of the Transportation Utility of the City are hereby authorized to be issued in the principal amount of \$2,070,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the City in a principal amount not exceeding \$2,070,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued are various Transportation Utility improvements including, but not limited to, (i) traffic signal and safety improvements at Sunset and Grand Avenues, Asbury and Grand Avenues, and 4th and Grand Avenues, associated road, sidewalk and curb improvements, and acquisition and installation, as applicable, of associated traffic signals, devices and other equipment; and (ii) improvements for the Asbury Park Train Station including, but not limited to, acquisition and installation, as applicable, of two (2) Portland Loo outdoor restrooms and associated plumbing and electrical work.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$2,070,000.

(c) The estimated cost of said improvement or purpose is \$2,070,000.

(d) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, surveying, inspections, all engineering and design work, architectural work, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto.

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City, for the improvement and purpose authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity, shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to

the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

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

SECTION 6. The capital budget of the Transportation Utility of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs of the Transportation Utility as approved by the Director of the Division of Local Government Services, New Jersey Department of

Community Affairs, will be on file in the Office of the Clerk and will be available for public inspection.

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

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

(b) The average period of usefulness of said improvement or purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 15 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$2,070,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$600,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

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

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

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

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

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

ADOPTED ON FIRST READING
DATED: September 22, 2021

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

ADOPTED ON SECOND READING
DATED: October 27, 2021

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2021.

JOHN MOOR
Mayor

**CITY OF ASBURY PARK
PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on September 22, 2021. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the City Council Chambers, One Municipal Plaza, Asbury Park, in said County on Wednesday, October 27, 2021, at 6:00 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS TRANSPORTATION UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$2,070,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,070,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF

Purpose(s):	Various Transportation Utility Improvements Including, But Not Limited To, (i) Traffic Signal And Safety Improvements At Sunset And Grand Avenues, Asbury And Grand Avenues, And 4th And Grand Avenues, Associated Road, Sidewalk And Curb Improvements, And Acquisition And Installation, As Applicable, Of Associated Traffic Signals, Devices And Other Equipment; And (ii) Improvements For The Asbury Park Train Station Including, But Not Limited To, Acquisition And Installation, As Applicable, Of Two (2) Portland Loo Outdoor Restrooms And Associated Plumbing And Electrical Work
Appropriation:	\$2,070,000
Bonds/Notes	\$2,070,000
Authorized:	
Grants	None
Appropriated:	
Section 20	\$600,000
Costs:	
Useful Life:	15 years

MELODY HARTSGROVE
Clerk of the City of Asbury Park

**CITY OF ASBURY PARK
PUBLIC NOTICE
BOND ORDINANCE STATEMENTS AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City of Asbury Park, in the County of Monmouth, State of New Jersey on October 27, 2021, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title:BOND
ORDINANCE
PROVIDING FOR
VARIOUS
TRANSPORTATI
ON UTILITY
IMPROVEMENT
S, BY AND IN
THE CITY OF
ASBURY PARK,
IN THE COUNTY
OF MONMOUTH,
STATE OF NEW
JERSEY;
APPROPRIATIN
G \$2,070,000
THEREFOR AND
AUTHORIZING
THE ISSUANCE
OF \$2,070,000 IN
BONDS OR
NOTES TO
FINANCE THE
COST THEREOF

Purpose(s): Various Transportation Utility Improvements Including, But Not Limited To, (i) Traffic Signal And Safety Improvements At Sunset And Grand Avenues, Asbury And Grand Avenues, And 4th And Grand Avenues, Associated Road, Sidewalk And Curb Improvements, And Acquisition And Installation, As Applicable, Of Associated Traffic Signals, Devices And Other Equipment; And (ii) Improvements For The Asbury Park Train Station Including, But Not Limited To, Acquisition And Installation, As Applicable, Of Two (2) Portland Loo Outdoor Restrooms And Associated Plumbing And Electrical Work

Appropriation: \$2,070,000

Bonds/Notes \$2,070,000

Authorized:

Grants	None
Appropriated:	
Section 20	\$600,000
Costs:	
Useful Life:	15 years

MELODY HARTSGROVE
Clerk of the City of Asbury Park

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on September 22, 2021 at 6:00 p.m. at the City Council Chambers, One Municipal Plaza, Asbury Park, in said County, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the City and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City as of this ____ day of _____, 2021.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on October 27, 2021 at 6:00 p.m. at the City Council Chambers, One Municipal Plaza, Asbury Park, in said County, in said County, and that the following was the roll call:

Present:

Absent:

I DO FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the City and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City as of this ____ day of _____, 2021.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CLERK'S CERTIFICATE

I, MELODY HARTSGROVE, DO HEREBY CERTIFY that I am the Clerk of the City of Asbury Park, in the County of Monmouth (the "City"), State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the City. In such capacity, have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all resolutions and ordinances of the City. The representations made herein are based upon the records of the City. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on September 22, 2021 and finally adopted on October 27, 2021 and approved by the Mayor, as applicable, on _____, 2021.

2. After introduction, the bond ordinance was published as required by applicable law on _____, 2021 in the _____ (name of newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the City at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the City who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the City. Copies of the bond ordinance were made available to all who requested same.

4. After final adoption, the bond ordinance was duly approved by the Mayor of the City (if applicable) and duly published as required by law on _____, 2021 in the _____ (name of newspaper). No protest signed by any person

against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the City or to me or filed in my office within twenty (20) days after said publication or at any other time after the final adoption thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, as applicable.

7. The official seal of the City is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City as of this ____ day of _____, 2021.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT

I, the undersigned, Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by JoAnn Boos, the Chief Financial Officer as of September 22, 2021, that such Supplemental Debt Statement was filed in my office on September 22, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs prior to October 27, 2021.

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

RESULT:

MOVER:

SECONDER:

AYES:

Moor

DATED: October 27, 2021

ADOPTED [UNANIMOUS]

John Moor, Mayor

Amy Quinn, Deputy Mayor

Chapman, Clayton, Kendle, Quinn,

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2021

JOHN MOOR,
Mayor of the City of Asbury Park

DATED: January 26, 2022

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2022

JOHN MOOR,
Mayor of the City of Asbury Park

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2021-37**

**BOND ORDINANCE PROVIDING FOR VARIOUS
TRANSPORTATION UTILITY IMPROVEMENTS, BY AND IN
THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING
\$2,070,000 THEREFOR AND AUTHORIZING THE ISSUANCE
OF \$2,070,000 IN BONDS OR NOTES TO FINANCE THE COST
THEREOF**

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as Transportation Utility improvements or purposes to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"). For the said improvement or purpose stated in Section 3, there is hereby appropriated the sum of \$2,070,000 from the Transportation Utility of the City, said sum being inclusive of all appropriations heretofore made therefor. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), no down payment is required as the Transportation Utility of the City is self-liquidating.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof, negotiable bonds of the Transportation Utility of the City are hereby authorized to be issued in the principal amount of \$2,070,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the City in a principal amount not exceeding \$2,070,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued are various Transportation Utility improvements including, but not limited to, (i) traffic signal and safety improvements at Sunset and Grand Avenues, Asbury and Grand Avenues, and 4th and Grand Avenues, associated road, sidewalk and curb improvements, and acquisition and installation, as applicable, of associated traffic signals, devices and other equipment; and (ii) improvements for the Asbury Park Train Station including, but not limited to, acquisition and installation, as applicable, of two (2) Portland Loo outdoor restrooms and associated plumbing and electrical work.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$2,070,000.

(c) The estimated cost of said improvement or purpose is \$2,070,000.

(d) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, surveying, inspections, all engineering and design work, architectural work, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto.

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City, for the improvement and purpose authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity, shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to

the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

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

SECTION 6. The capital budget of the Transportation Utility of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs of the Transportation Utility as approved by the Director of the Division of Local Government Services, New Jersey Department of

Community Affairs, will be on file in the Office of the Clerk and will be available for public inspection.

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

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

(b) The average period of usefulness of said improvement or purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 15 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$2,070,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$600,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

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

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

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

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

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

ADOPTED ON FIRST READING
DATED: September 22, 2021

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

ADOPTED ON SECOND READING
DATED: January 26, 2022

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2022.

JOHN MOOR
Mayor

**CITY OF ASBURY PARK
PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on September 22, 2021. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the City Council Chambers, One Municipal Plaza, Asbury Park, in said County on Wednesday, January 26, 2022, at 6:00 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR VARIOUS TRANSPORTATION UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$2,070,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,070,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF
Purpose(s):	Various Transportation Utility Improvements Including, But Not Limited To, (i) Traffic Signal And Safety Improvements At Sunset And Grand Avenues, Asbury And Grand Avenues, And 4th And Grand Avenues, Associated Road, Sidewalk And Curb Improvements, And Acquisition And Installation, As Applicable, Of Associated Traffic Signals, Devices And Other Equipment; And (ii) Improvements For The Asbury Park Train Station Including, But Not Limited To, Acquisition And Installation, As Applicable, Of Two (2) Portland Loo Outdoor Restrooms And Associated Plumbing And Electrical Work
Appropriation:	\$2,070,000
Bonds/Notes Authorized:	\$2,070,000
Grants Appropriated:	None
Section 20 Costs:	\$600,000
Useful Life:	15 years

MELODY HARTSGROVE
Clerk of the City of Asbury Park

Attachment: 2021-37 (4326 : Bond Ordinance Providing for Various Transportation Utility)

**CITY OF ASBURY PARK
PUBLIC NOTICE
BOND ORDINANCE STATEMENTS AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City of Asbury Park, in the County of Monmouth, State of New Jersey on January 26, 2022, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR VARIOUS TRANSPORTATION UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$2,070,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,070,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF
Purpose(s):	Various Transportation Utility Improvements Including, But Not Limited To, (i) Traffic Signal And Safety Improvements At Sunset And Grand Avenues, Asbury And Grand Avenues, And 4th And Grand Avenues, Associated Road, Sidewalk And Curb Improvements, And Acquisition And Installation, As Applicable, Of Associated Traffic Signals, Devices And Other Equipment; And (ii) Improvements For The Asbury Park Train Station Including, But Not Limited To, Acquisition And Installation, As Applicable, Of Two (2) Portland Loo Outdoor Restrooms And Associated Plumbing And Electrical Work
Appropriation:	\$2,070,000
Bonds/Notes Authorized:	\$2,070,000
Grants Appropriated:	None
Section 20 Costs:	\$600,000
Useful Life:	15 years

MELODY HARTSGROVE
Clerk of the City of Asbury Park

Attachment: 2021-37 (4326 : Bond Ordinance Providing for Various Transportation Utility)

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on September 22, 2021 at 6:00 p.m. at the City Council Chambers, One Municipal Plaza, Asbury Park, in said County, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the City and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City as of this ____ day of _____, 2022.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on January 26, 2022 at 6:00 p.m. at the City Council Chambers, One Municipal Plaza, Asbury Park, in said County, in said County, and that the following was the roll call:

Present:

Absent:

I DO FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the City and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City as of this ____ day of _____, 2022.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CLERK'S CERTIFICATE

I, MELODY HARTSGROVE, DO HEREBY CERTIFY that I am the Clerk of the City of Asbury Park, in the County of Monmouth (the "City"), State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the City. In such capacity, have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all resolutions and ordinances of the City. The representations made herein are based upon the records of the City. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on September 22, 2021 and finally adopted on January 26, 2022 and approved by the Mayor, as applicable, on _____, 2022.

2. After introduction, the bond ordinance was published as required by applicable law on _____, 2021 in the _____ (name of newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the City at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the City who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the City. Copies of the bond ordinance were made available to all who requested same.

4. After final adoption, the bond ordinance was duly approved by the Mayor of the City (if applicable) and duly published as required by law on _____, 2022 in the _____ (name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has

been presented to the governing body of the City or to me or filed in my office within twenty (20) days after said publication or at any other time after the final adoption thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, as applicable.

7. The official seal of the City is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City as of this ____ day of _____, 2022.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT

I, the undersigned, Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by JoAnn Boos, the Chief Financial Officer as of September 22, 2021, that such Supplemental Debt Statement was filed in my office on September 22, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs prior to January 26, 2022.

MELODY HARTSGROVE,
Clerk of the City of Asbury Park



Minutes
Meeting of the Municipal Council
Wednesday, January 26, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-73 Resolution Authorizing a Meeting Which Excludes the Public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Absent	
Yvonne Clayton	Councilmember	Remote	
Jesse Kendle	Councilmember	Remote	
Amy Quinn	Deputy Mayor	Remote	
John Moor	Mayor	Remote	
Melody Hartsgrove	City Clerk	Remote	
Donna Vieiro	City Manager	Remote	
Frederick Raffetto	City Attorney	Remote	

City Clerk Melody Hartsgrove called the meeting to order at 6:05 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

ITEMS TO BE PRESENTED BY: PASTOR VANZANT

Pastor Semaj Vanzant, Sr. presented the Interfaith Neighbors' LAUNCH program to Mayor and Council.

LAUNCH Center Presentation

Matters form City Council

Council member Clayton stated, good evening everyone. I just want to remind you that if you're looking for a COVID-19 test you can go to the transportation center Monday through Thursday 8:30AM to 6:00PM, or Fridays 8:30AM to 3:00PM. It's in a mobile van so you don't even have to go into the building. The other news is that for Asbury Park residents who were affected by COVID, there is going to be a food giveaway at our Municipal building on February 5th between the hours of 10:00AM and 12:00PM. To register please call 732-502-5753, or you can text 908-420-7455. It is a drive-by, so for those seniors who are unable to get out we will arrange for transportation and deliver to you. Again please call those numbers: 732-502-5753 or text 908-420-7455.

Council member Kendle had no matters at this time.

Deputy Mayor Quinn stated, I just wanted to piggyback on what Yvonne said. I just want to thank our staff, it was not easy to get the mobile unit, all who spent hours doing it. I want to thank Donna, Mike, our social services department, and I want to thank Cassandra and Leesha for the food giveaway. We really appreciate moving the initiative forward.

Mayor Moor had no matters at this time.

Matters form City Manager

City Manager, Donna Vieiro had no matters at this time.

Matters from City Attorney

City Attorney, Frederick Raffetto had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Ernest Mignoli made a comment on public offices and Wall Township; Ron Simoncini made a comment about rent control; Rita Marano made comments about the bill resolution; Bill Mackolin made a comment about the Interfaith Neighbors' LAUNCH program presentation; Eric Galipo, Allyson Estes, David Bidollo, Catherine Minervini, Alessandro Motter, David Duncan, and Kerry Butch made comments about 1201 Memorial Drive; Alex Krasutsky IV made a comment about rent control; Peter Siegel made a comment about the rent control ordinance; and Matt Daniels made a

comment about rent control and culture. A motion to close the meeting to the public was made by Council member Kendle and seconded by Council member Clayton. All were in favor.

MINUTES

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

1. Municipal Council-Executive Meeting-Dec 22, 2021 4:00PM
2. Municipal Council - Regular Meeting - Dec 22, 2021 6:00 PM
3. Municipal Council-Special Executive Meeting-Jan 5, 2022 5:30 PM
4. Municipal Council - Organizational Meeting - Jan 5, 2022 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

- 2022-74 Resolution Approving Special Event Applications
- 2022-75 Authorizing Appointments to the “Asbury Park TV Committee”
- 2022-76 Authorizing Appointments Appointment to the " Business Advisory Committee"
- 2022-98 Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee”

INDIVIDUAL RESOLUTIONS

- 2022-77 Resolution Approving Payment of Bills

RESULT:	ADOPTED [3 TO 1]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor
ABSENT:	Eileen Chapman

2022-78 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2021 Budget

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

2022-79 Resolution Authorizing the Execution of Agreements to Provide Municipal Services (Or Reimbursement Payments Therefor) To Eligible Multi-Family Dwellings.

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

2022-80 Resolution Authorizing the Execution of Agreements to Provide Municipal Services (Or Reimbursement Payments Therefor) To Eligible Qualified Private Communities.

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

2022-81 Resolution Awarding Professional Community Nursing Services for the City's Department of Social Services January 1, 2022– December 31, 2022

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

2022-82 Resolution Authoring a Professional Services Contract to The Rodgers Group for Police Accreditation

RESULT:	RESOLUTION FAILED FOR LACK OF SECONDER
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2022-83 Resolution Authorizing the City of Asbury Park to Implement the Competitive Contracting Process to Procure Vendors to Operate On-Demand Transit Services

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

2022-84 Resolution Amending Contract with Parker McCay for OPRA Consulting Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2022-85 Resolution Authorizing an Agreement with Birds Beware for Geese Management at Sunset Park

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

2022-86 Resolution Authorizing the Execution of A Shared Services Agreement With The Township Of Neptune For Geese Management of Wesley Lake

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

2022-87 Resolution Authorizing the Renewal of Office 365 Software

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

2022-88 Resolution Approving Change Order #1 and Final for the Citywide Wayfinding Project

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

2022-89 Resolution Approving Change Order #2 or Sunset Lake Park Improvements Project

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

2022-90 Resolution Authorizing the Emergency Purchase of Tires Needed for a DPW Loader Used During Snow Storms and Freezing Conditions

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

2022-91 Resolution Authorizing the Purchase Two Roll-Off Containers for DPW

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

2022-92 Resolution Authorizing the Purchase a Fork Lift for DPW

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2022-93 Resolution Authorizing the Purchase of an Air Conditioning System for the Police Department

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

2022-94 Resolution Authorizing the Purchase of Lights Needed at Sunset & Library Park

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

2022-95 Resolution Authorizing the Mayor & City Council to Execute a Discharge of Mortgage for Linda Petrowski for Property located at 1300 Fourth Avenue

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

2022-96 Resolution Authorizing the Mayor and City Council to Execute a Discharge of Mortgage under the Community Development Block Grant Homebuyer's Assistance Program

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

2022-97 Resolution Authorizing the Reprogramming of Funds as a Result of a Substantial Amendment to the City's Community Development Block Grant (CDBG) Annual Action Plan for Fiscal Year 2019

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

2022-99 Resolution Authorizing the City of Asbury Park to Participate in The Nationwide Settlement Agreements with Janssen Pharmaceuticals (A/K/A Johnson & Johnson), Mckesson, Cardinal Health, And Amerisourcebergen To Resolve Claims Involving Their Roles in The Country's Opioid Crisis.

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

2021-36 : Bond Ordinance Amending 2016-16 and Bond Ordinance 2018-4

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
ABSENT:	Eileen Chapman

2021-37 : Bond Ordinance Providing for Various Transportation Utility

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

ADJOURNMENT

The meeting was adjourned at 7:36 PM

A motion to close the meeting was made by Council member Kendle and seconded by Mayor Moor. All in favor.

Meeting was adjourned at 7:36 PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk



Minutes
Meeting of the Municipal Council
Wednesday, December 22, 2021
REGULAR MEETING

Executive Session - 5:30 p.m.

1. Resolution Authorizing a meeting which excludes the public

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

1. Attorney-Client Privilege

Workshop Session - 6:00 p.m.

CALL TO ORDER/ROLL CALL

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Melody Hartsgrrove	City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Absent	

City Clerk Melody Hartsgrrove called the meeting to order at 6:00 PM.

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

Transportation Update-Michael Manzella, Director of Transportation
Deputy City Manager, Michael Manzella and Transportation Manager, James Bonanno presented transportation updates.

Matters from City Council

Council member Chapman stated, I want to wish everybody a Merry Christmas, a Happy Holiday, a Happy Kwanzaa, a happy weekend, whatever it is that you'll be doing this weekend. Stay safe, take care of yourselves, and take care of each other.

Council member Clayton stated, I would like to express my appreciation to all of the organizations, the churches, the people who come forth to help our community and everyone in our community to have a Merry Christmas. I am deeply appreciative of all the efforts and the community has really come forth, so thank you and Happy Holidays.

Council member Kendle stated, basically everything that's been said, but I like to hear it from myself sometimes. This council has worked hard all year long and done a beautiful job. A lot of times things you don't agree to and a lot of things you might now understand. I just want to wish you all a happy and healthy holiday and everyone stay safe. Continue to come out and see us next year.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, before I wish everyone a happy holiday and Merry Christmas, whatever you celebrate, I've got to plea and beg. Hey guys, please look at the news, read the papers, COVID is coming back, there's no question about it. Let's not go backwards. Please continue to wear your masks, please if you haven't gotten your vaccination get your vaccinations, if you haven't gotten your booster get your booster. It's not just a question about helping others, it's a question about helping yourselves. I wish everyone a Happy Holidays and a Merry Christmas. I want to also wish that next year. If we don't confront this now and don't stay vigilant, we're going to be doing this a year from now. Again, Happy Holidays and everyone please, please, please get your shots, wear your masks, and everyone have a great holiday. Just be careful, be safe, is all I can say, just stay safe.

Matters from City Manager

City Manager, Donna Vieiro stated I just want to echo what Mayor Moor said about being safe. When you come visit us here at City Hall, we ask that you all wear your mask and respect one another and our employees because we've had a long year and half, as we've all had. I'd just like to thank all the city employees for coming to work every day and being dedicated to being great public servants that they are, and to continue being safe and healthy throughout the year.

Mayor Moor stated, I just want to add one thing and echo what Donna said. I thank all the city employees: police, fire, DPW, city hall staff, social services, senior center, if I forget someone I apologize. Most importantly I thank Donna and Michael for keeping this together during this year that's been very challenging for anybody. Asbury Park is a challenge during a good year so picture and abnormal year, and how challenging it is. Donna and Michael thank you for everything you've done this year.

Matters from City Attorney

City attorney representative, Kevin Kennedy had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Kathleen Mumma asked a question about virtual meetings and made a comment about rent leveling; Felicia Simmons made a comment about police and mental health; Andrea Goldman, Tracy Rogers, Matthew Sigman, Ron Simoncini, Derek Bloom, and Linda Philips made comments about rent leveling. A motion to close the meeting to the public was made by Council member Chapman and seconded by Council member Kendle. All were in favor.

MINUTES

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

1. Municipal Council-Executive Meeting Dec 8, 2021 4:00 PM
2. Municipal Council - Regular Meeting - Dec 8, 2021 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

2021-524 Resolution Approving Special Event Applications

2021-525 Resolution to Refund Overpaid Property Taxes Block 3705 Lot 7.512-C0012 Property located at 300 Deal Lake Dr, #PU12

2021-526 Resolution to Refund Overpaid Property Taxes on Block 1504, Lot 8 located at 1516-1518 Sewall Avenue

INDIVIDUAL RESOLUTIONS

2021-516 Resolution of the City of Asbury Park Referring the Proposed “Redevelopment Plan for 1201 Memorial Drive, City of Asbury Park Monmouth County, Block: 203, Lot 5 dated November 30, 2021, in Accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A

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

2021-527 Resolution Approving Payment of Bills

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

2021-530 Resolution Authorizing Repairs Needed at the Fire Department

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

2021-531 Resolution Awarding of a Contract to Millennium Communications Group for Camera Repairs at Various Location Citywide

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

2021-532 Resolution authorizing the amendment of repairs to the 2018 Ford Explorer Police Interceptor Vehicle

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

2021-533 Resolution Authorizing the Purchase of Uniforms for the Police Department

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

2021-534 Resolution Authorizing the Reprogramming of 2019 CDBG Funds to be Used For A Food Assistance Program

Minutes Acceptance: Minutes of Dec 22, 2021 6:00 PM (Minutes)

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

2021-535 Resolution Approving Funds to Fulfill Food Bank of Monmouth and Ocean County for Emergency Food Assistance for Residents of Asbury Park with Community Development Block Grant (CDBG/CV) Funds

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

2021-536 Resolution Authorizing the Mayor and City Council to Execute a Subordination of Mortgage for Laura and Jorge Bonifaz for Property Located at 915 Sunset Avenue.

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

2021-537 Resolution Authorizing Purchase of a Custom Fabricated City of Asbury Park Sign

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

ORDINANCES

Second Reading/Public Hearing

2021-39 Ordinance Establishing Salary Ranges for Employees of The City of Asbury Park

A motion to open 2021-39 to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Peter Siegel. A motion to close 2021-39 was made by Mayor Moor and seconded by Deputy Mayor Quinn.

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

2021-40 An Ordinance Amending Chapter 15, Entitled “Rent Leveling Regulations,” of the Code of The City of Asbury Park

A motion to open 2021-40 to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Wendy Smith, Alexander Krasutsky, Ms. Davis, Chris Hubert, Colleen Camilo, Ms. Antonucci, Matt Daniels, Brian Hutchinson, Felicia Simmons, Ron Simoncini, and Peter Siegel.

A motion to close 2021-40 was made by Council member Kendle and seconded by Deputy Mayor Quinn.

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

ADJOURNMENT

The meeting was adjourned at 7:50 PM

A motion to close the meeting was made by Council member Chapman and seconded by Council member Kendle. All in favor. Meeting was adjourned at 7:52 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Dec 22, 2021 6:00 PM (Minutes)



Minutes
Meeting of the Municipal Council
Wednesday, January 5, 2022
ORGANIZATIONAL MEETING

Call to Order

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Melody Hartsgrove	City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute the Flag

Announcement by City Clerk

1. As to comply with the Open Public Meetings Act, Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Reorganization Meeting Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on December 18, 2021 and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Nomination of Deputy Mayor

Swearing in of Deputy Mayor by Municipal Clerk Melody Hartsgrove
A nomination was made by Mayor Moor and seconded by Council member Clayton. All in favor for the nomination of Amy Quinn for Deputy Mayor.

Resolutions

CONSENT AGENDA

Minutes Acceptance: Minutes of Jan 5, 2022 6:00 PM (Minutes)

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

- 2022-1 Resolution Establishing Meeting Dates for 2022
- 2022-2 Resolution Designating the Official Newspapers for the City of Asbury Park for the Year 2022
- 2022-3 Resolution Establishing 2022 Schedule of Holidays
- 2022-4 Authorizing the City Clerk to Execute all Bingo and Raffle Games of Chance Applications that Meet all Provisions Pursuant to Statute for the 2022 Calendar Year
- 2022-5 Resolution Establishing Rules of Order for Public Comments
- 2022-6 Authorizing the City Clerk to Execute all of the City of Asbury Park Fire Department Member's Enrollment into NJ State Firemen's Association for the 2022 Calendar Year
- 2022-7 Appointing a Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund
- 2022-8 Appointment of ADA Compliance Officer and Coordinator
- 2022-9 4239 : Designation of PACO 2022
- 2022-10 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications
- 2022-11 A Resolution Authorizing the Tax Assessor to Act as Agent for the City of Asbury Park for the Purpose of Filing and Settling Tax Appeals on Behalf of the Taxing District for the Tax Year 2022
- 2022-12 Resolution Adopting a Debt Management and Capital Policy
- 2022-13 Resolution of the Mayor and Council of the City of Asbury Park Designating the Depositories wherein all Public Monies and Other Funds of the Municipality Shall Be Kept
- 2022-14 Resolution Adopting a Cash Management Plan for the City of Asbury Park
- 2022-15 Appointment of Recycling Coordinator for the Year 2022
- 2022-16 Resolution to Credit Sewer Account for Deduct Meter

Minutes Acceptance: Minutes of Jan 5, 2022 6:00 PM (Minutes)

- 2022-17 Resolution Fixing the Rate of Interest to Be Charged on Delinquent Taxes, Assessments and Sewer Accounts For 2022
- 2022-18 Resolution Setting Fees for Tax Collection Department for 2022
- 2022-19 A Resolution Approving and Adopting A Form Required to Be Utilized for The Filing of Tort Claims Against the City Of Asbury Park in Accordance with The Provisions of The New Jersey Tort Claims Act
- 2022-20 Resolution Approving an Agreement for Services Contract with ROK Industries, Inc. d/b/a NJTaxlieninvestor.com, for Internet-Based Electronic Tax Sale Processing

INDIVIDUAL RESOLUTIONS

- 2022-21 Appointment of Deputy Mayor

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

- 2022-22 Resolution Providing for 2022 Temporary Budget Appropriations

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

- 2022-23 Appointing Frederick C. Raffetto, Esq., to Serve as Municipal Attorney for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

- 2022-24 Resolution of Reappointment of JoAnn Boos to the Position of Chief Financial Officer with Tenure

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

- 2022-25 Appointing PFK O'Connor Davies to Serve as Auditor for the City and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2022-26 Appointing T & M Associates to Serve as Municipal Engineer for the City, and Authorizing the Execution of an Agreement for Professional Engineering Services Associated Therewith

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

2022-27 Resolution Pursuant to N.J.S.A. 40:48-1 Authorizing the City Engineer to Perform Services as Designee to The City Manager for Review of Development Permits in Any Area of Special Flood Hazard

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

2022-28 Appointing Archer & Greiner, P.C. to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2022-29 Appointing Archer & Greiner, P.C. to Serve as Bond Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2022-30 Appointing Maraziti and Falcon to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2022-31 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of PILOT/RAB Administration

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

2022-32 Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfields Community-Wide Hazardous Substances Assessment Grant and Petroleum Community-Wide Assessment Grant Service To Brownfield Redevelopment Solutions, Incorporated (BRS)

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

2022-33 Appointing Acacia Financial Group, Inc. To Serve as Financial Advisors for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2022-34 Authorizing the Execution of an Agreement for Professional Appraisal Services to BRB Valuations Pamela J. Brodowski, MAI, ASA, CTA

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

2022-35 Appointing GJEM Insurance Agency, to Serve as an Insurance Brokerage/Consultant/Risk Manager, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

2022-36 Appointing Law Offices of Parker McCay, P.A. to Serve as OPRA Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2022-37 Authorizing the Award of a Contract to the Firm of Kyle + McManus Associates, LLC to Perform Professional Affordable Housing Planning and/or Consulting Services

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

2022-38 Appointing Law Offices of Genova Burns, LLC to Serve as Labor Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2022-39 Resolution Appointing Community, Grants, Planning & Housing LLC To Serve as Affordable Housing Administrative Agent For the City of Asbury Park.

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

2022-40 Resolution Appointing the Firm of Surenian, Edwards & Nolan, LLC To Serve as Special Affordable Housing Counsel For the City of Asbury Park.

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

2022-41 Resolution Appointing City Prosecutor

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

2022-42 Resolution Appointing Alternate City Prosecutor

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

2022-43 Resolution Appointing City Public Defender

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

2022-44 Resolution Appointing Alternate Public Defender

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

2022-45 Appointing Gregory B. Pasquale, Esquire, to Serve as Special Tax Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2022-46 Appointing the firm of Gene J Anthony, Esquire to Serve as Rent Leveling Board Attorney for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith.

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

2022-47 Appointing Various Firms to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith

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

2022-48 Resolution Authorizing the Award of a Contract to The Firm of ENGenuity Infrastructure to Perform Special Project Engineering Services

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

2022-49 Resolution Authorizing the Award of a Contract to The Firm of Topology NJ, LLC to Perform Consulting Planner Services

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

2022-50 Resolution Authorizing the Award of a Contract to The Firm of Dynamic Traffic, LLC to Perform Special Project Engineering Services

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

2022-51 Resolution Authorizing the Award of a Contract to the Firm of ARH, Inc. to Perform Special Project Engineering Services

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

2022-52 Resolution Authorizing the Award of a Contract to the Firm of DeSimone Consulting Engineers To Perform Special Project Engineering Services

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

2022-53 Authorizing Appointments to the “Asbury Park TV Committee”

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

2022-54 Appointment to the Business Advisory Committee

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

2022-55 Resolution Authorizing Appointments to Community Development Block Committee

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

2022-56 Resolution Authorizing Appointments to “Code Enforcement/Quality of Life Committee”

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

2022-57 Authorizing Appointments to the “Deal Lake Commission”

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

2022-58 Authorizing Appointments to the “Environmental/Shade Tree Commission”

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

2022-59 Resolution Approving Appointments to The City of Asbury Park Green Team

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

2022-60 Appointment to the Recreation Advisory Committee

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

2022-61 Resolution Appointing Members to the Participatory Budget Committee to Facilitate the Participatory Budgeting Process in The City of Asbury Park

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

2022-62 Resolution Authorizing Appointments to the Parking Advisory Committee

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

2022-63 A Resolution Appointing Regular and Alternate Members To the Rent Leveling Board.

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

2022-64 Appointing Members to the Public Art Commission

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

2022-65 Appointing Members to the Planning Board (Class III and IV)

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

2022-66 Resolution Authorizing Appointments to the “Sunset Lake Commission”

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

2022-67 Resolution Approving Appointments to the Mayor's Wellness Committee

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

2022-68 Appointing Members to the Zoning Board of Adjustment

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

2022-69 Resolution Approving Change Order #1 for Sunset Lake Park Improvements Project

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

2022-70 Resolution Amending a Contract with Ben Shaffer Recreation for Playground Equipment located at Seventh & Ocean Avenues

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

Announcement by Mayor Moor of Mayor's Appointment to the Library Board Committee

Mayor Moor announced the following names as his appointments to the Library Board: Werner Baumgartner with a term that will expire 12/31/2026.

Announcement by Mayor Moor of Mayor's Appointment to the Position of Office of Emergency Management ("OEM") Director

Mayor Moor announced his appointment to the Office of Emergency Management is : Garrett M. Giberson.

Announcement of Mayor of Mayor's Appointment to the Planning Board

1. Class I Member (Mayor or Mayor's Designee -1 Year Term) Mayor John Moor is the Class 1 Member.
2. Class II Member (Non-Government Body Municipal Official -1 Year Term) Michael Manzella is the Class II Member.
1. Class I Member (Mayor or Mayor's Designee - 1 Year Term)
2. Class II Member (Non-Government Body Municipal Official - 1 Year Term)

Comments from Council Members

Council member Chapman had no matters at this time.

Council member Clayton stated, Happy New Year, and please be careful with the Omicron upswing.

Council member Kendle stated, I just want to thank every one of you for the great job that you've done this past year. A lot of times we don't agree with a lot of things, but we are able to put it aside and work as a group. I think you did a wonderful job this year and will continue to do it, continue to work together.

Deputy Mayor Quinn stated, I also want to thank staff. I want to thank our new Assembly people for coming out, our Board of Ed members for coming out as well, the City staff, Donna and Michael. I am very lucky that I get to serve with such an amazing mayor and council. People say, "how do you do it?" and I would just like to say that it's easy to do it in a town like Asbury Park because it's full of passionate people that really care. From Asbury Park Dinner Table, to eleven food pantries, to raising money, coats, and everything during the pandemic. So, I just wanted to reiterate that I'm really honored to serve on the Asbury Park City Council.

Comments from Mayor

Mayor Moor stated, I echo what everyone said, I wish everyone a Happy New Year. To the Staff, Council, Jesse, Amy, Eileen, Yvonne, thank you very much. Donna, Michael thank you for putting up with Moor, the pain in the ass, nothing is going to change in 2022, sorry. We're a well-oiled machine. That's the good news, and some common-sense news: starting from this point forward, all city meetings including all committees, all planning board and zoning board will be going to be done virtual until further notice. We expect that to be until through the month of January. The January 26th meeting, which will probably be virtual, we will announce if it will continue or if it's going to stop. And that's it, from here on out everything is Zoom.

Public Participation

A motion was made by Council member Chapman and seconded by Council member Kendle to open the meeting to the public. All were in favor. No members of the public spoke. A motion to close the meeting to the public was made by Council member Chapman and seconded by Council member Clayton. All were in favor.

Executive Session

1. Resolution Authorizing a meeting which excludes the public

Adjournment

A motion to close the meeting was made by Council member Chapman and seconded by Council member Kendle. All in favor. Meeting was adjourned at 6:50 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Jan 5, 2022 6:00 PM (Minutes)

Date Application Received: 4/18/2022

Application Fee Paid: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: March 26, 2022Rain Date: March 27th 2022Time of Event: 10am to 5pmSetup time: 8am Break-down time: 5pmName of Event: Kiwanis Club of Asbury Park Good distribution eventLocation of Event: Springwood Park

Type of Event (check all that apply):

☐ Festival☐ Parade☐ Foot Race☐ Wedding*☐ Beach Event☐ Concert☐ Bike Ride/Race☐ Triathlon☐ Multi Day Event☐ Rally/Demonstration☐ Swim Event☐Other: Charity distribution



*Wedding applicants only need to complete page 6.

APPLICANT INFORMATION

1. Name of Applicant/Organization: Kiwanis Club of Asbury Park
2. Address of Applicant: _____
3. Telephone #: 732 430 8272 Cell Phone #: _____ E-mail: rlahrmanase@gmail.com
4. Is your organization non-profit? ☒ If so, please provide Tax ID# _____
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: This is our second annual food distribution campaign with donations provided by the public, we purchase pre-packaged 40lb boxes of non-perishable and perishable food items from a non-profit out of Lancaster PA. We use social media, and flyer distribution to get word out to the community. Residents can use the QR code on our flyer to register for a box, or go to the link provided to register with their names to receive a box. Last year we provided over 20,000 lbs of food to a little over 200 families.
6. Estimated attendance: 100+
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☐ YES ☒ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: _____

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? N/A
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? N/A
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? March 13th 2021
- Location Jersey Shore Art Center, Ocean Grove NJ

Attachment: cm 126 (2022-74 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: March 13, 2022 Rain Date: N/A

Time of Event: 1:00pm to 4:00pm Setup time: 8:00am Break-down time: N/A

Name of Event: The Asbury Park St. Patrick's Day Parade

Staging: Kinglsey & 7th thru Ocean Ave & Sunset Ave.
 Location of Event: Parade Route: Ocean Ave. to Cookman Ave. to Main St.
 Grand Stand/Stage: Press Plaza (Emory St. from Cookman Ave. to Lake Ave.)

Type of Event (check all that apply):

- | | | |
|--|--|--|
| ☐ Festival | ☒ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

***Wedding applicants only need to complete page 6.**

1. Name of Applicant/Organization: The Asbury Park St. Patrick's Day Parade
2. Address of Applicant: P. O. Box 694, Asbury Park, NJ 07712
3. Telephone #: 732-775-7676 Cell Phone #: _____ E-mail: info@asburyparkchamber.com
4. Is your organization non-profit? Yes If so, please provide Tax ID# 46-3009002
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: Traditional St. Patrick's Day Parade.
Event includes marchers, floats, bands, entertainers, officials, etc.

6. Estimated attendance: Greater than 5,000
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: At the Grand Stand/Stage the MC will use a microphone with speakers to announce the gouns marching by. Individual marching groups may also use amplified sound on their floats for live bands or prerecorded music.
(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☒ YES ☐ NO Has this event been held in the past?

- Date of last event? March 8, 2020
- Location Asbury Park
- Contact person: Sylvia Syvia
- Email info@asburyparkchamber.com Phone # 732-775-7676



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 5/7/2022 Rain Date: n/a

Time of Event: 8am to 2pm Setup time: 6am Break-down time: 5pm

Name of Event: National Brain Tumor Society – 5k Walk and Remembrance Ceremony

Location of Event: Bradley Park (directly in front of convention center), the beach right outside of the convention center – first set of stairs to sand, and also a ~~5k race route.~~

Type of Event (check all that apply):

- | | | |
|---|---|---|
| ☐ Festival | ☐ Parade | ☒ Foot Race |
| ☐ Wedding* | ☒ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |

Attachment: cm 126 (2022-74 : Special Event Applications)

☐ Rally/Demonstration☐ Swim Event☒ Other: 5 k walk and remembrance ceremony

*Wedding applicants only need to complete page 6.

APPLICANT INFORMATION

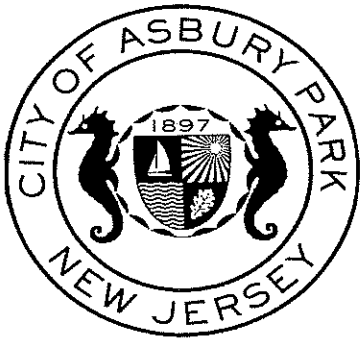
1. Name of Applicant/Organization: Ashley Brennan – National Brain Tumor Society
2. Address of Applicant: 55 Chapel Street, Suite 200, Newton MA 02458
3. Telephone #: 856-278-3171 Cell Phone #: 856-278-3171 E-mail: abrennan@braintumor.org
4. Is your organization non-profit? Yes If so, please provide Tax ID# 04-3068130
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: A Charity 5k walk with an event footprint of Bradley Park. The remembrance ceremony will need to take place on the beach right outside of the convention center – First set of stairs to sand. We will have pre-packaged food, games, a band and a stage. This is the first year that we will also be incorporating a 5k run into our event so we will need to discuss routes/road closures with the APP department.
6. Estimated attendance: 1800
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: _____

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? Registration fee
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? Sponsors
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? 5-11-2019
- Location Bradley Park and Beach

Attachment: cm 126 (2022-74 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A refundable \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: 9 APRIL 2022 Rain Date: NONE

Time of Event: 10 AM to 11 AM Setup time: 9:30 AM Break-down time: 11 AM

Name of Event: TUTU RUN FOR BIG BROTHERS BIG SISTERS

Location of Event: BOARDWALK

Type of Event (check all that apply):

- ☐ Festival
☐ Wedding*
☐ Bike Ride/Race
☐ Rally/Demonstration

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☒ Foot Race
☐ Concert
☐ Multi Day Event
☐ Other: _____

SEE ROUTE MAP

Attachment: cm 126 (2022-74 : Special Event Applications)



APPLICANT INFORMATION

1. Name of Applicant/Organization: RUNCOLLEGE
2. Address of Applicant: 3070 GOVERNORS XING WALL NJ 07719
3. Telephone #: 732-239-5862 Cell Phone #: 732-239-5862 E-mail: BOBBOTH@HOTMAIL.COM
4. Is your organization non-profit? NO If so, please provide Tax ID# _____
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: FUN RUN ALONG THE BOARDWALK

6. Estimated attendance: 300
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used:
ONE SPEAKER AT START TO SING THE NATIONAL ANTHEM AND MAKE ANNOUNCEMENTS
(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☒ YES ☐ NO Is there an admission charge? If yes, how much? \$25-30
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? 11/21/2020
- Location BOARDWALK
- Contact person: BOB BOTTH
- Email BOBBOTH@HOTMAIL.COM Phone # 732-239-5862



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A refundable \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: April 30, 2022 Rain Date: NA

Time of Event: 9 am to 11 am Setup time: 7 am Break-down time: 11 am

Name of Event: Lobster Run 5k to Care for the Coast

Location of Event: Langosta Lounge, 1000 Ocean Ave, Asbury Park, NJ and south on the boardwalk into Ocean Grove and Bradley Beach (separate permit applications have been submitted to those municipalities for the use of their boardwalks.

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| ☐ Festival | ☐ Parade | ☒ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

*Wedding applicants only need to complete page 6.



APPLICANT INFORMATION

1. Name of Applicant/Organization: American Littoral Society
2. Address of Applicant: 18 Hartshorne Drive, Highlands, NJ 07732
3. Telephone #: 732-291-0055 Cell Phone #: 703-625-8860 E-mail: hillary.critelli@littoralsociety.org
4. Is your organization non-profit? Yes If so, please provide Tax ID# 22-1731073
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: _____
A 5K foot race starting at the Langosta Lounge, starting at 9:00 am. Staggered start. Participants will run south for 1.55 miles, turn around and run back. All on the boardwalk.

6. Estimated attendance: 450
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
 If Yes, please explain what type of amplification will be used: _____
A bullhorn will be used for announcements between 8:30 and 9 am. A small amplifier will be used to play music at the starting line from 8:30 am to 10 am when the race concludes.
 (speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
 If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☒ YES ☐ NO Is there an admission charge? If yes, how much? \$30-65
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☒ YES ☐ NO Has this event been held in the past?
 If Yes, please answer the following questions:
 - Date of last event? 11/6/2021
 - Location Langosta Lounge
 - Contact person: Hillary Critelli
 - Email hillary.critelli@littoralsociety.org Phone # 732-291-0055



Date Application Received: 10/8/21
 Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Date of Event: May 15th any Saturday in Rain Date: _____
 Time of Event: 11a to 5p Setup time: 10a Break-down time: 5p
 Name of Event: The New Jersey VegFest : Asbury Park Vegan Pop-Up Shop.
 Location of Event: Bradley Park

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|--|
| ☒ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: _____ |

*Wedding applicants only need to complete page 6.



APPLICANT INFORMATION

1. Name of Applicant/Organization: New Jersey Vegfest
2. Address of Applicant: 163onic street, Morristown, NJ 07960
3. Telephone #: 732-773-0215 Cell Phone #: same E-mail: Monsie@NJvegfest.com
4. Is your organization non-profit? NO If so, please provide Tax ID# 152767637
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: We are a vegan food festival of all local small vegan businesses. We have done this event for 5 years in Convention Hall and would like to bring it outside.
6. Estimated attendance: 2000
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: probably just a duo on a plugged in acoustic guitar. Nothing even requiring a stage.
(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☒ YES ☐ NO Is there an admission charge? If yes, how much? \$10-20
11. ☒ YES ☐ NO Is there a vendor charge? If yes, how much? ~\$200
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:

- Date of last event? 2/13/2020
- Location Convention Hall
- Contact person: Chris Femiano
- Email _____ Phone # _____

Attachment: cm 126 (2022-74 : Special Event Applications)



13. ☒ YES ☐ NO Will you be hiring a licensed professional security company?

If Yes, please complete:

Company Name: same team from Contact name: Brian Ward
 Phone #: CONVENTION HALL Cell #: _____
 Email address: _____

The Asbury Park Police Department will review all security plans. Plans must meet city, state and Homeland Security guidelines and policies. SORA (Security Officer's Registration Act) license required for all security companies. A copy the of the security company's contract may be requested.

14. ☒ YES ☐ NO Do you intend to hire Asbury Park Officers for your event?

If yes, how many? 2 AP Police Department will review application and determine if and how many officers need to be hired.

15. ☐ YES ☒ NO Will you have sponsors for your event? If so, Please list below them:

Photos of sponsor advertisement will need to be provided

16. ☒ YES ☐ NO Will food be provided? All food vendors should contact the Fire Department to determine if any fire permits are required. The Monmouth County Health Department will be on site to inspect all food vendors to ensure proper protocols are in place and being followed. (See attached form from Monmouth County Health Dept)

17. ☒ YES ☐ NO Will you be hiring EMTs? AP Fire Department will review application and determine if and how many EMTs need to be hired.

18. ☐ YES ☒ NO Will you be hiring lifeguards? AP Beach Safety Supervisor will determine if and how many lifeguards will need to be hired.

19. ☒ YES ☐ NO Does your event have any tents or canopies?

- ☒ Tents ☐ Canopies

- If yes, how many? _____ Sizes(sq ft) _____

vendors have the option to bring their own 10' x 10' tent if they want them.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

Please complete the following information as required by City Ordinance 2021-6 General Licensing: 4-10

All applications and appropriate application fees are to be received by the Asbury Park Special Events Department no less than 30 days prior to the event for which the permit is being requested. Application fees are non-refundable. Applications should be emailed to: Leesha.floyd@cityofasburypark.com (732-502-5759) or mailed to the Department of Special Events 1 Municipal Plaza Asbury Park, NJ 07712 Attn: Leesha Floyd.

- All applications must be reviewed by the Special Events Committee. This may require the organizer/applicant to attend one or more special event meetings.
- Applications must be formally approved by the City Council after initial approval from the Special Events Committee.
- A **refundable** \$500.00 deposit may be required in connection with events held on City property in case of damage.
- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) its officers, employees, contractors, agents and representatives harmless from and against any and all liability. Minimum liability coverage of one million dollars (for some events more coverage will be required) must be provided 10 days prior to event. The applicant name/organization on insurance must match the applicant name/organization completing the application.

All fees and certificate of insurance must be submitted 10 days prior to the event. Failure to do so can result in the termination of your event.

Saturday, May 14, 2022

Saturday, May 21, 2022

Date of Event: _____

Rain Date: _____

2:00 PM

5:00 PM

1:00 PM

5:00 PM

Time of Event: _____ to _____

Setup time: _____ Break-down time: _____

Springwood Avenue Park

Location of Event: _____

Type of Event (check all that apply):

☐ Festival☐ Parade☐ Foot Race☐ Wedding*☐ Beach Event☐ Concert☐ Bike Ride/Race☐ Triathlon☐ Multi Day Event☐ Rally/Demonstration☐ Swim Event
☐ **Other: Final APGT
Showcase**



*Wedding applicants only need to complete page 6.

APPLICANT INFORMATION

Diane L. Shelton, Interfaith Neighbors

1. Name of Applicant/Organization: _____
2. Address of Applicant: 810 4th Avenue, Asbury Park 07712
3. Telephone #: 732.775.0525 ext. 201 Cell Phone #: 732.337.9851
E-mail: DianeS@interfaithneighbors.org
4. Is your organization non-profit? YES If so, please provide Tax ID# 222-896—129/000
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: The Asbury Park's Got Talent (APGT) Steering Committee remains strong in the belief quoted by Plato: "Music is an element that gives a soul to the universe, wings to the mind, flight to the imagination, and life to everything." Birthed in 2019, APTG continually provides a community platform for both youth and adults to display their talents. All qualifying participants must somehow be associated with the City of Asbury Park: present or previous residence, employment, school and/or faith-based affiliation. Auditions will be scheduled from February-May 2022 with the tentative location being MacroBites, 1201 Springwood Avenue, Asbury Park. The winning audition contestants will then have the opportunity to perform before an audience during the Final APTG Showcase on the Springwood Park stage. This event continues to bring together many community partners and stakeholder.
6. Estimated attendance: 40-60
7. ☐ YES ☐ NO Will drones be a part of your event?
8. ☒ YES ☐ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: DJ and speakers

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____
11. ☐ YES ☐ NO Is there a vendor charge? If yes, how much? tbid
12. ☒ YES ☐ NO Has this event been held in the past?

If Yes, please answer the following questions:



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)

Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additionally insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: Saturday, July 23, 2022 Ceremony start time: 6:00 PM End time: 7:00 PM
Setup time: 6:00 PM (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: Fifth Avenue Beach behind Tim McLoone's Supper Club, our reception venue.

Applicant 1- Name & Address: Jennifer Diamond, 66 Angola Rd. Cornwall, NY 12518

Contact #: 845-416-5167

Email Address: jenndiamond2.0@gmail.com

Applicant 2- Name & Address: Michael Murphy, 66 Angola Rd. Cornwall, NY 12518

Contact #: 718-288-6294

Email Address: 72322wedding@gmail.com

of people in wedding party: N/A

of people attending wedding: 80

Will any of the following items be used (check all that apply):

☐ Pa system

☐ Chairs

☒ Archway possibly

☐ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly I understand all fees are non-refundable.

Jennifer Diamond
Signature of Applicant 1 or 2

1/3/2022
Date

Attachment: cm 126 (2022-74 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)

Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additionally insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 6/10/21 Ceremony start time: 3:00pm End time: 3:45pm

(setup 1:30pm, breakdown 4:00pm)

Setup time: 1:30pm & 5pm - 2:30 - 5:30 window (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: Bradley Park, opposite Convention Center

Applicant 1- Name & Address: Colin Foley / 615 E 14th St., Apt. 3C, New York, NY, 10009

Contact #: 908-930-0325

Email Address: colinfo@gmail.com

Applicant 2- Name & Address: Lucille Hansen / 615 E 14th St., Apt. 3C, New York, NY, 10009

Contact #: 646-210-0993

Email Address: lumhansen@gmail.com

of people in wedding party: 0

of people attending wedding: 70

Will any of the following items be used (check all that apply):

☒ Pa system

☒ Chairs

yes

yes

☒ Archway *yes*

☐ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly I understand all fees are non-refundable.



of Applicant 1 or 2

Date

BIKE/FOOT RACES/WALK-A-THON

Name of race: _____

Purpose of race: _____

Entrance fee charged? ☐ Yes ☐ No Amount? _____

Beneficiary: _____

Distance: _____

Assembly area: _____

Route (include a map of the route):



Application for Appointment as a Citizen to a Board, Committee or Commission

City of Asbury Park

3.C.3.a

Submitted On:
January 3, 2022 4:43pm
America/New_York

Board, committee or commission you are applying for?	Business Committee
Name	Amy Floss
Do you reside within the City of Asbury?	No
Address	478 France Avenue Brick NJ 08723
Phone number	7326144912
Email	amy.floss@stayasburypark.com
Are you 18 years of age or older?	Yes
Experience, civic activities & statement of interest: (List experience you may have, include other boards, committees etc. and why you wish to serve)	I have worked in and fallen in love with Asbury Park for the past 7 years. For the last five years have been with The Asbury Hotel and have had the opportunity to work closely with so many of the local organizations and businesses which has given me an interest in getting more involved with the town itself.
Education	SUNY Buffalo - BA English Lit
Upload resume	https://seam.ly/KP6y7nIG AmyFloss_resume.pdf
Do you have any conflicts you may have if chosen to serve?	No
Signature Data	First Name: Amy Last Name: Floss Email Address: amy.floss@stayasburypark.com  Signed at: January 3, 2022 4:43pm America/New_York

Attachment: Amy Floss-Business (2022-76 : Business Committee Appointments)



Application for Appointment as a Citizen to a Board, Committee or Commission

City of Asbury Park

3.C.4.a

Submitted On:
November 15, 2021 9:46pm
America/New_York

Board, committee or commission you are applying for?	Quality of Life Committee
Name	John Scully
Do you reside within the City of Asbury?	Yes
Address	1307 4th Avenue Asbury Park NJ 07712
Phone number	973-600-5210
Email	jvscully@live.com
Are you 18 years of age or older?	Yes
Experience, civic activities & statement of interest: (List experience you may have, include other boards, committees etc. and why you wish to serve)	Hello- My name is John V. Scully and I would like to be considered for a role on the Quality of Life Committee. One of the many great things about living in Asbury Park is the incredible sense of community. It is this sense of community that has inspired me to volunteer for a committee position. Throughout my professional career, I have always believed in the value of engaging the community. From my time in law enforcement through my time as a business owner, I never forgot that the residents, workers, and business owners must all work together to create a place that welcomes everyone. I spent the majority of my law enforcement career in the community policing division of Wayne Township. I engaged daily with residents and business leaders to find ways for us to work together to make the township a better place for all. After retiring from law enforcement I had the opportunity to start my own business. As a business owner, our team worked closely with community leaders in New York City to help provide jobs to local residents. I am thankful I am now in a position in my life that I have time to dedicate to a volunteer position. Please feel free to reach me via the email or phone number below. I look forward to the opportunity to discuss a possible board role. Sincerely, John V. Scully, Esq. jvscully@live.com 973.600.5210
Education	BA/BA and JD

Attachment: John Scully Quality of Life . (2022-98 : Code Enforcement/Quality of Life Appointments)

Upload resume	https://seam.ly/Kjj2YjEm Scully.John-Resume.pdf 3.C.4.a
Do you have any conflicts you may have if chosen to serve?	No
Signature Data	First Name: John Last Name: Scully Email Address: jvscully@live.com Signed at: November 15, 2021 9:46pm America/New_York

January 20, 2022
11:01 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Page 3.D.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 1-First to 2-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/22 Include Non-Budgeted:
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
----------------	-------------	---------	------------------	--------	-------------	---------

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

1-01-20-100-000-201	ADMINISTRATION General Plant					
GEECHA	GEESE CHASERS, LLC	21-02621	4TH QTR 2021 CLEARING AND	649.50	0.00	B

1-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	21-00304	2021 SERVICES RENDERED BLANKET	275.50	0.00	B
SUREN005	SURENAN, EDWARDS & NOLAN LLC	21-00305	2021 SERVICES RENDERED BLANKET	13,531.31	0.00	B
CGPHL005	CGP&H, LLC	21-00332	2021 SERVICES RENDERED BLANKET	1,792.00	0.00	B
BURGI005	BURGIS ASSOCIATES INC.	21-03300	Invoice 39583 October fees	2,000.00	0.00	
BURGI005	BURGIS ASSOCIATES INC.	22-00032	Invoice 39764 Afford. Hsg.	875.00	0.00	
				18,473.81		

1-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR	KEPWEL SPRING WATER	22-00008	ACCT #117290 DECEMBER 2021	446.50	0.00	

1-01-20-100-000-217	ADMINISTRATION Ads&Promotion					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	21-03401	DEPUTY COURT ADMIN HELP WANTED	115.00	0.00	

Extd Total: ADMINISTRATION 19,684.81
Department Total: ADMINISTRATION 19,684.81

Department: HUMAN RESOURCE
Extd: HUMAN RESOURCES

1-01-20-105-000-299	HUMAN RESOURCES Misc.					
GENBUR	GENOVA BURNS LLC	21-02473	2021 Services Rendered Blanket	3,187.84	0.00	B

Extd Total: HUMAN RESOURCES 3,187.84
Department Total: HUMAN RESOURCE 3,187.84

Department: MUNIC CLERK
Extd: MUNICIPAL CLERK

1-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	22-00065	APP #5061238 ORD. 2021-39	49.40	0.00	
ASBPAK	ASBURY PARK PRESS	22-00069	APP #5061287 Ord 2021-40	50.30	0.00	
ASBPAK	ASBURY PARK PRESS	22-00071	APP #5041492 12/14/2021	65.70	0.00	
ASBPAK	ASBURY PARK PRESS	22-00072	APP #5042819 12/14/2021	9.90	0.00	
ASBPAK	ASBURY PARK PRESS	22-00073	APP #5041093 12/11/2021	53.90	0.00	
ASBPAK	ASBURY PARK PRESS	22-00074	APP #5040693,5041104,5051373	133.00	0.00	
THECOA	THE NEW COASTER, LLC	22-00075	Coaster #58164, 58111	25.54	0.00	
				387.74		

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-120-000-291	MUNICIPAL CLERK Codification Ordinances					
GENER010	GENERAL CODE, LLC	21-03463	Supplement #3-Codification	1,212.48	0.00	
1-01-20-120-000-292	MUNIC CLERK Elections					
MONCLE	MONMOUTH COUNTY CLERK	21-03354	4/20/21 Special Election Cost	1,857.15	0.00	
Extd Total: MUNICIPAL CLERK				3,457.37		
Department Total: MUNIC CLERK				3,457.37		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
1-01-20-130-000-202	FINANCE Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	21-03228	EMPLOYEE ATTENDANCE RECORD	80.00	0.00	
WBMASON	W.B.MASON CO., INC.	21-03412	COPY PAPER 8.5 X 11	407.79	0.00	
AMAZO005	AMAZON.COM SERVICES	21-03437	BLACK DISPOSABLE FACE MASKS	89.90	0.00	
				577.69		
1-01-20-130-000-206	FINANCE Copier					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00034	#18196 CONTRACT PMT #58 OF 60	1,347.67	0.00	
1-01-20-130-000-212	FINANCE Dues,Subscript.					
TRLIZA	TRACY LIZARDI	21-03453	REIMBURSEMENT CMFO RENEWAL	50.00	0.00	
1-01-20-130-000-223	FINANCE Condo Reimbursements					
1501OCE	1501 Ocean Av. Condo Assoc. Inc	22-00029	4th Q 2021 Reimbursements	4,389.00	0.00	
THESA005	THE SANTANDER ASSOCIATION INC	22-00033	4th Q 2021 Condo Reimb.	3,207.42	0.00	
DEALL	DEAL LAKE VILLAGE GARDENS	22-00035	4th Q 2021 Reimbursements	1,872.31	0.00	
PHISEA	MONMOUTH COUNCIL #9	22-00106	4th Q 2021 Reimbursements	25,753.21	0.00	
				35,221.94		
Extd Total: FINANCIAL ADMINISTRATION				37,197.30		
Department Total: FINANCE				37,197.30		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
1-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
APPINC	APPLE INC.	21-02978	Q#2110393590 APFD iPad	488.00	0.00	
GRAING	GRAINGER, INC.	21-02979	Q#2049176694 South Boardwalk	1,690.48	0.00	
PDQCO005	PDQ.COM CORPORATION	21-03422	Q#PDQUOTE5402 2021 Renewal	191.40	0.00	
CDWGOV	CDW GOVERNMENT LLC	21-03431	Q#1C6NMO Monitors & iPad Acc	680.57	0.00	
GRAING	GRAINGER, INC.	21-03435	Q#2049675400 Enclosures	419.40	0.00	
GRAING	GRAINGER, INC.	21-03445	IT Off & Boardwalk	1,271.83	0.00	
				4,741.68		
1-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
DLTSO005	DLT SOLUTIONS LLC	21-02980	Q#4991514 AutoCAD Civil3D	4,489.49	0.00	
SHIINT	SHI INTERNATIONAL CORP	21-03290	Q#21326747 GoverLAN 2022	360.50	0.00	
SPROU005	SPROUT SOCIAL, INC.	21-03420	Sprout Social 12/21-12/22	2,028.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-140-000-222	COMPUTER DATA PROC Software Lic.		Continued			
PDQC0005 PDQ.COM CORPORATION		21-03422	Q#PDQUOTE5402 2021 Renewal	708.60	0.00	
				7,586.59		
	Extd Total: COMPUTERIZED DATA PROCESSING			12,328.27		
	Department Total: COMPUTER MIS			12,328.27		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
1-01-20-145-000-202	TAX REV ADMIN Office Supplies					
MGLFOR MGL FORMS-SYSTEMS, LLC		21-03012	1099 INT FORMS & ENVELOPES	90.50	0.00	
1-01-20-145-000-217	TAX REV ADMIN Ads&Promotion					
ROKIND R.O.K. INDUSTRIES, INC.		21-03331	ONLINE TAX SALE 12/16/2021	12,540.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			12,630.50		
	Department Total: TAX REV ADMIN			12,630.50		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
1-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU HARRY HAUSHALTER		21-00302	2021 SERVICES RENDERED BLANKET	2,442.00	0.00	B
READAT REALTY DATA SYSTEMS LLC		22-00088	INV #593 INSPECTIONS DEC 2021	25,016.00	0.00	
				27,458.00		
	Extd Total: TAX ASSESSOR			27,458.00		
	Department Total: TAX ASSESSOR			27,458.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
1-01-20-151-000-205	DIRECTOR OF COMMUN. Printing/Mailing					
CRAPRI CRAFTMASTER PRINTING, INC.		21-03358	SDL/Be In the Know Postcard	333.00	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			333.00		
	Department Total: DIRECTOR OF COMMUNICATIONS			333.00		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
1-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR ANSELL, GRIMM & AARON, P.C.		21-00290	2021 SERVICES RENDERED BLANKET	6,809.31	0.00	B
MARFAL MARAZITI FALCON, LLP		21-00291	2021 SERVICES RENDERED BLANKET	4,804.19	0.00	B
GENBUR GENOVA BURNS LLC		21-03454	Invoice 463653 Nov. FFD Fees	10,020.00	0.00	
				21,633.50		
	Extd Total: LEGAL SERVICES			21,633.50		
	Department Total: LEGAL SERVICES			21,633.50		

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
1-01-20-162-000-202	APTV Equipment					
CDWGOV CDW GOVERNMENT LLC		21-02577	1C5XL10 Video Edit PC replacem	1,576.59	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			1,576.59		
	Department Total: APTV			1,576.59		
	CAFR Total:			139,487.18		
Department: Planning Department						
Extd: Planning Department						
1-01-21-179-000-202	PLANNING DEPT. Office Supplies					
WBMASON W.B.MASON CO., INC.		21-03352	END OF YEAR OFFICE SUPPLIES	69.20	0.00	
WBMASON W.B.MASON CO., INC.		21-03418	ADJUSTABLE STANDING DESKTOP	179.99	0.00	
				249.19		
1-01-21-179-000-208	PLANNING DEPT. Printing					
CRAPRI CRAFTMASTER PRINTING, INC.		21-03415	Map for Planning	30.00	0.00	
	Extd Total: Planning Department			279.19		
	Department Total: Planning Department			279.19		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
1-01-21-180-000-201	PLANNING BOARD General Plant					
JACSER JACK A. SERPICO		22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	1,500.00	0.00	
	Extd Total: PLANNING BOARD			1,500.00		
	Department Total: PLANNING BOARD			1,500.00		
Department: ZONING BOARD						
Extd: ZONING BOARD OF ADJUSTMENT						
1-01-21-185-000-209	ZONING BOARD Fees					
CLACAN CLARKE CATON HINTZ PC		21-03442	November CCH invoices	293.85	0.00	
JACSER JACK A. SERPICO		22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	1,812.50	0.00	
				2,106.35		
	Extd Total: ZONING BOARD OF ADJUSTMENT			2,106.35		
	Department Total: ZONING BOARD			2,106.35		
	CAFR Total:			3,885.54		
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
1-01-22-195-000-201	CODE ENFORCEMENT Office Supplies					
WBMASON W.B.MASON CO., INC.		21-03307	Office supplies	742.74	0.00	
1-01-22-195-000-204	CODE ENFORCEMENT Printing					
CRAPRI CRAFTMASTER PRINTING, INC.		21-03310	CO & TOT certificates	182.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-22-195-000-204	CODE ENFORCEMENT Printing		Continued			
CRAPRI CRAFTMASTER PRINTING, INC.	21-03320 business cards for inspectors			90.00	0.00	
				272.00		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			1,014.74		
	Department Total: CODE ENFORCE			1,014.74		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
1-01-22-200-000-202	CONSTRUCTION CODE Office Supplies					
WBMASON W.B.MASON CO., INC.	21-02867 OFFICE SUPPLIES NEEDED			378.69	0.00	
WBMASON W.B.MASON CO., INC.	21-03413 OFFICE SUPPLIES			245.39	0.00	
				624.08		
	Extd Total: CONSTRUCTION CODE OFFICIAL			624.08		
	Department Total: CONST CODE			624.08		
	CAFR Total:			1,638.82		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
1-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM PMA MANAGEMENT CORPORATION	22-00060 Dec 2021 Billing Statement			36,831.82	0.00	
	Extd Total: LIABILITY INSURANCE			36,831.82		
	Department Total: LIAB INSURANCE			36,831.82		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
1-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM PMA MANAGEMENT CORPORATION	22-00060 Dec 2021 Billing Statement			46,415.03	0.00	
	Extd Total: WORKER'S COMPENSATION			46,415.03		
	Department Total: WORKERS COMP			46,415.03		
	CAFR Total:			83,246.85		
Department: POLICE						
Extd: POLICE DEPARTMENT						
1-01-25-240-000-201	POLICE General Plant					
MELCOR AP CARWASH AND OIL CHANGE	21-02397 CAR WASHES AUG - DEC 2021 NTE			557.75	0.00	8
AMEUNI AMERICAN UNIFORM & SUPPLY	21-03144 Badges & Hat Badges			990.00	0.00	
ALPPIN ALPINE PINNACLE INC.	21-03288 Uniseal High Risk PF TXT 50/BX			4,576.00	0.00	
INSPSY INSTITUTE FOR FORENSIC	21-03468 Psychological Evaluation			6,350.00	0.00	
				12,473.75		
1-01-25-240-000-202	POLICE Office Supplies					
WBMASON W.B.MASON CO., INC.	21-03414 #SST25303 Executive Chair			183.99	0.00	
WBMASON W.B.MASON CO., INC.	21-03429 DIA06040 Hand Sanitizer			233.55	0.00	
				417.54		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-240-000-203	POLICE Motor Vehicle					
RICAUT RICH'S AUTO BODY		21-03283	Car #24 Repair	2,984.90	0.00	
AGINS005 AGIN SIGNS & DESIGNS		21-03392	Camera Trailer Lettering	<u>170.00</u>	0.00	
				3,154.90		
1-01-25-240-000-205	POLICE Animal Control Services					
SPCA MONMOUTH COUNTY SPCA		21-03393	Animal Control November 2021	4,700.00	0.00	
SPCA MONMOUTH COUNTY SPCA		21-03425	Animal control September 2021	<u>4,733.15</u>	0.00	
				9,433.15		
1-01-25-240-000-216	POLICE Supplies-Compu.					
EVERBR EVERBRIDGE, INC		21-03329	#M67265 Annual Subscription	6,460.90	0.00	
1-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM WIRELESS COMMUNICATIONS &		21-03330	#M59892 DECEMBER 2021	1,220.00	0.00	
	Extd Total: POLICE DEPARTMENT			33,160.24		
	Department Total: POLICE			33,160.24		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
1-01-25-265-000-201	FIRE DEPT. General Plant					
SEAWEL SEABOARD WELDING SUPPLY, INC.		21-02310	BLANKET PO FOR OXYGEN N.T.E.	45.00	0.00	B
1-01-25-265-000-202	FIRE DEPT. Office Supplies					
WBMASON W.B.MASON CO., INC.		21-03409	QUOTE MISC. OFFICE SUPPLIES	45.38	0.00	
1-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
MELCOR AP CARWASH AND OIL CHANGE		22-00102	CAR WASHES 8/30/21 - 11/24/21	17.25	0.00	
1-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
FIRONE FIREFIGHTER ONE LIMITED		21-03009	Est. #:1015281-SCBA Bench Test	1,140.00	0.00	
EMEEQU EMERGENCY EQUIPMENT SALES		21-03030	EST:21-2627 HO BOSTROM CENTER	<u>124.83</u>	0.00	
				1,264.83		
1-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01070	2021 Cloth Allow-Annunziata,P.	76.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01080	2021 Cloth Allow-Annunziata,J	536.50	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01088	2021 Cloth Allow-Habermann	37.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01095	2021 Cloth Allow-Langlais	136.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01100	2021 Cloth Allow-Matthews	185.50	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01118	2021 Cloth Allow-Volek	896.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01120	2021 Cloth Allow-Dreyer	<u>149.00</u>	0.00	B
				2,016.00		
1-01-25-265-000-214	FIRE DEPT. Building Maintenance					
COUCLE COUNTRY CLEAN, INC		21-01544	Blanket PO Not to Exceed	102.94	0.00	B
GRAING GRAINGER, INC.		21-03085	VACUUM, BATTERIES & CABINET	3,153.45	0.00	
BELPLU BELMAR PLUMBING & HEATING INC		22-00017	INVOICE #3160 FIRE PLUMBING	<u>438.00</u>	0.00	
				3,694.39		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	21-03213	EMS SUPPLIES NEEDED	2,731.11	0.00	
1-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	21-03394	Invoice CHRCM2700 Nov. Fees	6,074.28	0.00	
1-01-25-265-000-261	FIRE DEPT. Software					
JUNLAS	JUNGLE LASERS, LLC	21-03423	INV# 59919 12/16 - 1/15/22	1,000.00	0.00	
Extd Total: FIRE DEPARTMENT				16,888.24		
Extd: FIRE HYDRANT						
1-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	22-00037	#1018-210026567043 11/24-12/22	18,581.84	0.00	
Extd Total: FIRE HYDRANT				18,581.84		
Department Total: FIRE DEPT.				35,470.08		
CAFR Total:				68,630.32		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
1-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
WETIMM	W.E. TIMMERMAN COMPANY, INC.	21-00344	Parts/Supplies f/Elgin Sweeper	502.93	0.00	B
THEHAR	THE HARDWARE STORE	21-00693	Various Supplies, Tools, etc	10.58	0.00	B
PARSTE	PARK STEEL & IRON COMPANY	21-00764	Various Fabrication & Welding	600.00	0.00	B
TRABEA	TRANS-BEARING COMPANY, INC.	21-02047	Various Automotive V-Belts	180.00	0.00	B
ATLLOK	ATLANTIC LOCK & SAFE	21-02258	Miscellaneous Hardware & Keys	44.84	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	21-02435	Supplies, Tools and Parts	2,663.50	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	21-02456	Supplies, Parts and Service	82.31	0.00	B
SEACHE	SEACOAST CHEVROLET OLDS-	21-02591	Automotive Parts and Supplies	772.42	0.00	B
LAWPRO	LAWSON PRODUCTS, INC.	21-02614	HYD Accessories, Nuts, etc	439.00	0.00	B
CUMINC	CUMMINS INC.	21-02703	ROAD SVC: Check Engine Light	2,653.63	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	21-02706	Engine replacement & parts	6,158.35	0.00	
THEHOS	THE HOSE SHOP, INC.	21-02828	Various Hoses, Parts and Tools	1,099.33	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	21-02904	Automotive Shop Supplies	477.34	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	21-02942	Various Supplies, Tools, etc	2,666.46	0.00	B
FISONS	FIS on Site Service LLC	21-03016	Wiring of New Invertor on 8389	1,020.00	0.00	
EDWTIR	EDWARDS TIRE CO., INC.	21-03017	Supplies, Tools and Service	1,049.74	0.00	B
EMEEQU	EMERGENCY EQUIPMENT SALES	21-03045	Solar charging kit	689.59	0.00	
SEAFOR	SEA BREEZE FORD INC.	21-03073	Various Supplies, Parts, etc	2,254.25	0.00	B
NJEVEH	NJ EMERGENCY VEHICLES	21-03149	Reverse Lights: Ambulance #8356	405.00	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-03152	Automotive Parts, Tools, etc	3,577.40	0.00	B
FISONS	FIS on Site Service LLC	21-03272	Wiring New Inverter: Trk 8389	1,725.92	0.00	
ACTION005	ACTION YAMAHA	21-03308	Standard Rotor and Bolt	220.90	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	21-03317	Jet Vac Steering Box Truck #48	3,584.95	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	21-03357	Various Automotive Fluids	2,330.98	0.00	
SEAGRA	SEAGRAVE NEW JERSEY	21-03372	INV#07w1735 REPAIRS TRUCK 8390	1,878.30	0.00	
QUAAUT	QUALITY AUTO GLASS, INC.	21-03455	L front window glass & clips	290.62	0.00	
ODBCOM	OLD DOMINION BRUSH COMPANY INC	21-03456	REPAIR CLUTCH ON LEAF MACHINE	2,227.41	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-03459	Water Pumps #GAT41118	45.30	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-03467	#40IV142830 Power Steering Oil	137.35	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-290-000-203	STREETS & ROAD	Motor Vehicle	Continued			
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-03470	#40IV142943 Radiator #OSC2370	303.83	0.00	
SEAFOR	SEA BREEZE FORD INC.	21-03480	Solenoid Switch for Ambulance	103.74	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	22-00012	INVOICE #932272 DECEMBER 2021	83.25	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	22-00018	INVOICE #929879 OCTOBER 2021	83.25	0.00	
				<u>40,362.47</u>		
1-01-26-290-000-209	STREETS & ROAD	Fees				
MULSYS	MULTIFORCE SYSTEMS CORPORATION	21-03473	Invoice 921142 Software renewa	2,055.00	0.00	
1-01-26-290-000-213	STREETS & ROAD	Safety Equipment				
YESGRA	YES GRAPHIC	21-03075	Embroidered DPW Safety Gear	1,731.95	0.00	
GRAING	GRAINGER, INC.	21-03208	Coated Gloves #48UR54, Large	<u>1,290.24</u>	0.00	
				3,022.19		
1-01-26-290-000-216	STREETS & ROAD	Carpentry Supplies				
CAMSUP	CAMPBELL SUPPLY COMPANY INC.	21-02996	Two doors and hinge screws	320.00	0.00	
FOXFO	FOX FLOORS INC.	21-03079	Furnish and Install Ozark II	1,984.00	0.00	
GRAING	GRAINGER, INC.	21-03427	Stock:light bulbs & duct tape	130.20	0.00	
DOGWA005	DOG WASTE DEPOT	21-03430	Dog Waste Roll Bag 10 Roll/CS	1,034.55	0.00	
THEHAR	THE HARDWARE STORE	21-03433	Flat Base & Semi Gloss Paint	135.99	0.00	
THEHAR	THE HARDWARE STORE	21-03434	Paint & Supplies for IT Office	259.59	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	21-03448	#241047 UPM Cold Patch Bag	<u>277.50</u>	0.00	
				4,141.83		
1-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
DEREXC	DERASMO EXCAVATING LLC	21-03424	Labor/Material f/Sewer Repair	6,500.00	0.00	
LORCO	LORCO PETROLEUM SERVICES	21-03462	#1696674 Used Oil Removal	<u>125.00</u>	0.00	
				6,625.00		
1-01-26-290-000-219	STREETS & ROAD	Fencing				
FENDEN	FENCES BY DENTE, INC.	21-03342	WESLEY LAKE FENCING	6,600.00	0.00	
1-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
GASFAM	GASKOS FAMILY FARM	21-02486	Plants, Compost Manure & Mulch	263.76	0.00	B
GASFAM	GASKOS FAMILY FARM	21-02851	Plants, Compost Manure & Mulch	<u>192.00</u>	0.00	B
				455.76		
Extd Total: STREETS & ROADS MAINTENANCE				63,262.25		
Department Total: STREETS & ROAD				63,262.25		

Department: SOLID WASTE
Extd: SOLID WASTE COLLECTION

1-01-26-305-000-209	SOLID WASTE	Fees				
OHAG	OHAGAN NURSERY COMPOST DIVISIO	21-03116	DISPOSAL OF LEAVES BLANKET NTE	5,666.00	0.00	B
TRECY	TREASURER CTY OF MONMOUTH	21-03373	#64676 Reclamation Center NOV	1,638.74	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-03411	#223530 Construction Debris	1,524.10	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-03432	#223731 Trash Fees 12/1-12/15	27,697.38	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-03446	#223605 Construction Debris	1,555.96	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-03464	#223706 Construction Debris	1,622.04	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	22-00009	INVOICE #429200 BULKY WASTE	1,383.89	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	22-00010	INVOICE #432396 DECEMBER 2021	8,808.30	0.00	

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-305-000-209	SOLID WASTE Fees		Continued			
DELDEM DELISA DEMOLITION, INC.		22-00016	#226071 CONSTRUCTION DEBRIS	1,460.38	0.00	
				51,356.79		
	Extd Total: SOLID WASTE COLLECTION			51,356.79		
	Department Total: SOLID WASTE			51,356.79		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-218	BUILDING & GND Contract.Serv.					
FIRSEC FIRE SECURITY TECHNOLOGIES, INC.	21-03451 Annual Fire Alarm Inspection			810.00	0.00	
TERPES THE TERMINIX INTERNATIONAL CO	21-03465 #415000279 Pest Control, etc			170.00	0.00	
TERPES THE TERMINIX INTERNATIONAL CO	22-00013 INV #415442429 1201 SPRINGWOOD			65.00	0.00	
				1,045.00		
	Extd Total: BUILDINGS & GROUNDS			1,045.00		
	Department Total: BUILDING & GND			1,045.00		
	CAFR Total:			115,664.04		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
1-01-27-345-000-202	SOCIAL SERVICES Office Supplies					
WBMASON W.B.MASON CO., INC.	21-03279 2022 Calendars			37.96	0.00	
STAPLE STAPLES BUSINESS ADVANTAGE	21-03314 locking file cabinet			94.53	0.00	
				132.49		
1-01-27-345-000-208	SOCIAL SERVICES Events					
SWEET005 SWEET DANI B LLC	21-03242 Cookies for Kwanzaa Meal			400.00	0.00	
ASBUR035 ASBURY PARK FOOD COLLECTIVE	21-03388 Meals for Kwanzaa 12/11/21			3,000.00	0.00	
TJTHE TJ THE DJ SOUND SERVICE	21-03402 DJ & Sound Service 12/3/21			250.00	0.00	
SWEET005 SWEET DANI B LLC	21-03440 Cookies 4 DinnerTable Kwanzaa			200.00	0.00	
				3,850.00		
1-01-27-345-000-218	SOCIAL SERVICES Contract Services					
VISNUR VISITING NURSES ASSN. OF CENTR	21-03450 Nursing Services OCT 2021			6,833.33	0.00	
	Extd Total: SOCIAL SERVICES:			10,815.82		
	Department Total: PUBLIC ASST			10,815.82		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
1-01-27-350-000-201	SENIOR CENTER Cleaning & Maint.Supplies					
WBMASON W.B.MASON CO., INC.	21-03255 MaintainSupply,Paptowel,TP,Lyso			1,131.35	0.00	
1-01-27-350-000-204	SENIOR CENTER Print & Office Supplies					
WBMASON W.B.MASON CO., INC.	21-03130 Toner,Yellow,Blk,Cyan,Copypape			1,274.80	0.00	
1-01-27-350-000-205	SENIOR CENTER Recreation & Social					
SHORIT SAKER SHOPRITE, INC.	21-03299 Holiday Cake 12/22/21			54.99	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-27-350-000-205	SENIOR CENTER		Recreation & Social Continued			
SHORIT SAKER SHOPRITE, INC.		21-03385	Soda, Juices for Holiday Party	94.18	0.00	
				149.17		
1-01-27-350-000-206	SENIOR CENTER		Equipment Purchases			
AMAZO005 AMAZON.COM SERVICES		21-03458	Furniture table,carts, Easels	2,360.38	0.00	
	Extd Total: SENIOR CENTER			4,915.70		
	Department Total: SENIOR CENTER			4,915.70		
	CAFR Total:			15,731.52		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
1-01-28-370-000-290	RECREATION		Programs/Activities			
WBMASON W.B.MASON CO., INC.		21-02650	SUPPLIES & HALLOWEEN CANDY	2,352.56	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			2,352.56		
	Department Total: RECREATION			2,352.56		
	CAFR Total:			2,352.56		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
1-01-31-435-435-299	LIGHT, HEAT & POWER		Misc.			
NJAMER N.J. AMERICAN WATER CO.		22-00037	#1018-210026567043 11/24-12/22	1,345.61	0.00	
NJNATU N.J. NATURAL GAS CO.		22-00041	#10-3146-5850-17 11/10-12/13	9,892.69	0.00	
JCPL JCPL		22-00067	#100 016 343 381 8/26-11/24	2,264.57	0.00	
JCPL JCPL		22-00076	#100 101 775 961 11/23-12/21	845.88	0.00	
NJAMER N.J. AMERICAN WATER CO.		22-00135	#1018-210043098405 12/2-1/5	1,510.70	0.00	
				15,859.45		
	Extd Total: LIGHT,HEAT,POW			15,859.45		
Extd: STREET/TRAFFIC						
1-01-31-435-436-299	STREET&TRAFFIC		LIGHTING Misc.			
JCPL JCPL		22-00066	#200 000 001 293 MASTER ACCT	1,060.65	0.00	
JCPL JCPL		22-00067	#100 016 343 381 8/26-11/24	3,802.97	0.00	
JCPL JCPL		22-00076	#100 101 775 961 11/23-12/21	19,929.92	0.00	
				24,793.54		
	Extd Total: STREET/TRAFFIC			24,793.54		
	Department Total: LIGHTING			40,652.99		
Department: TELEPHONE						
Extd: TELEPHONE						
1-01-31-440-000-299	TELEPHONE		Misc.			
ATLLC AT&T MOBILITY LLC		22-00022	#28784936037 11/12 - 12/11/21	899.78	0.00	
ATLLC AT&T MOBILITY LLC		22-00024	#287284651437 11-12 - 12/11/21	2,309.00	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-31-440-000-299	TELEPHONE Misc.		Continued			
VERIZON	VERIZON WIRELESS	22-00094	#342269861-00001 12/5-1/4/22	2,036.28	0.00	
				5,245.06		
	Extd Total: TELEPHONE			5,245.06		
	Department Total: TELEPHONE			5,245.06		
Department: GASOLINE						
Extd: GASOLINE						
1-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-03347	#16479869 Unleaded RFG Fuel	8,343.99	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-03390	#16522326 Unleaded RFG Fuel	3,973.41	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-03447	#16531012 Sulfur Diesel Fuel	2,600.28	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	22-00014	#16607627 UNLEADED RFG FUEL	6,551.40	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	22-00015	#16601825 SULFUR DIESEL FUEL	1,167.06	0.00	
				22,636.14		
	Extd Total: GASOLINE			22,636.14		
	Department Total: GASOLINE			22,636.14		
	CAFR Total:			68,534.19		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
1-01-43-490-000-202	MUNIC COURT Office Supplies					
SCHINC	SCHWAAB, INC.	21-02803	dated stamps for 2022	135.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	21-03312	envelopes	599.01	0.00	
				734.01		
1-01-43-490-000-212	MUNIC COURT Dues,Subscript.					
LAWDIA	LAWYERS DIARY AND MANUAL LLC	21-02908	2022 lawyers diary	128.25	0.00	
1-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	21-03311	INVOICE #22000 12/3/21 SERVICE	160.00	0.00	
	Extd Total: MUNICIPAL COURT			1,022.26		
	Department Total: MUNIC COURT			1,022.26		
	CAFR Total:			1,022.26		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
1-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK	US BANK OPERATIONS CTR.	22-00108	4TH QTR RAB PILOT DUE TRUSTEE	114,604.94	0.00	
	Extd Total: TAXES PAYABLE:			114,604.94		
	Department Total: TAXES PAYABLE:			114,604.94		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			114,604.94		
	Fund Total: CURRENT			614,798.22		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: BEACH Department: UTILITY OE Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
1-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
DREYE005 DREYER'S LUMBER & HARDWARE INC	21-03189 BEACH LOCKER LUMBER & HARDWARE			40,796.96	0.00	
NJAMER N.J. AMERICAN WATER CO.	22-00135 #1018-210043098405 12/2-1/5			<u>336.90</u>	0.00	
				41,133.86		
1-05-55-502-000-208	BEACH UTILITY O/E: Office Expense					
OPTIMUM OPTIMUM	21-03460 #07866-197754-01-4 12/15 -1/14			157.34	0.00	
OPTIMUM OPTIMUM	21-03461 #07866-152521-04-4 12/15 -1/14			<u>29.95</u>	0.00	
				187.29		
1-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL	22-00067 #100 016 343 381 8/26-11/24			306.38	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			41,627.53		
	Department Total: UTILITY OE			41,627.53		
1-05-55-546-000-905	BEACH UTILITY O/E: Boardwalk Repairs					
ATECH005 A-TECH CONCRETE COMPANY, INC.	21-02861 BOARDWALK DECKING & REMOVAL			176,383.50	0.00	B
	Extd Total:			176,383.50		
	Department Total:			176,383.50		
	CAFR Total:			218,011.03		
	Fund Total: BEACH			218,011.03		
Fund: TRANSPORTATION UTILITY: BUDGET: Department: UTILITY OE Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
1-06-55-502-000-201	TRANS.UTILITY O/E: General Plant					
ENGEN005 ENGENUITY INFRASTRUCTURE	21-02170 CONTRACT FOR WAYFINDING #3			8,857.50	0.00	B
1-06-55-502-000-205	TRANS.UTILITY O/E: Enforcement Supply					
PARSOL PARTEK SOLUTIONS, INC.	21-03323 Enforcement Ticketing Paper			2,901.08	0.00	
1-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM OPTIMUM	21-03472 #07866-196915-01-3 12/15- 1/14			125.39	0.00	
1-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
GLESUP GLENCO SUPPLY INC.	21-03380 Downtown Metered Parking Signs			1,575.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.	22-00099 #165543 Parking Meter Decals			<u>217.35</u>	0.00	
				1,792.35		
1-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO IPS GROUP, INC.	21-03250 Meter Battery and Components			658.48	0.00	
IPSGRO IPS GROUP, INC.	22-00098 INV67297 Dec 2021 DMS Fees			<u>6,966.00</u>	0.00	
				7,624.48		
1-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005 PARKMOBILE USA, LLC	21-03406 INV22559 NOVEMBER 2021			3,209.70	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-06-55-502-000-222	TRANSP. UTILITY OE Repairs					
MILCOM	MILLENNIUM COMMUNICATIONS	21-03343	FIBER REPAIR BOND STREET	39,470.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			63,980.50		
	Department Total: UTILITY OE			63,980.50		
	CAFR Total:			63,980.50		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			63,980.50		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
1-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
THEHAR	THE HARDWARE STORE	21-03449	#1498180 Batteries, Screw, etc	61.77	0.00	
1-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
TELISC	TELEDYNE INSTRUMENTS, INC.	21-02072	ISCO3710 Portable Sampler, etc	3,444.67	0.00	
1-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	22-00037	#1018-210026567043 11/24-12/22	2,536.76	0.00	
NJNATU	N.J. NATURAL GAS CO.	22-00041	#10-3146-5850-17 11/10-12/13	6,092.34	0.00	
JCPL	JCPL	22-00067	#100 016 343 381 8/26-11/24	83,763.46	0.00	
NJAMER	N.J. AMERICAN WATER CO.	22-00135	#1018-210043098405 12/2-1/5	219.91	0.00	
				92,612.47		
1-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
GARDSTA	GARDEN STATE LABORATORIES, INC.	21-02935	#521931 SEPTEMBER 2021	2,380.00	0.00	
GARDSTA	GARDEN STATE LABORATORIES, INC.	21-03186	#524145 Influent/Effluent, etc	1,485.00	0.00	
RUSREI	RUSSELL REID WASTE HAULING &	21-03405	#6358429 NOVEMBER 2021	20,212.50	0.00	
ANSWER	ANSERCOMM COMMUNICATIONS	21-03466	#M4541-120621 DECEMBER 2021	186.11	0.00	
STATEOF	STATE OF NJ DEPT. OF LABOR &	22-00011	INVOICE #179385 BOILER STATE	880.00	0.00	
				25,143.61		
1-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	21-03339	INVOICE #519856 NOVEMBER 2021	15,618.75	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			136,881.27		
	Department Total: UTILITY OE			136,881.27		
	CAFR Total:			136,881.27		
	Fund Total: SEWER UTILITY: BUDGET:			136,881.27		
	Year Total:			1,033,671.02		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
2-01-20-100-000-212	ADMINISTRATION Dues,Licenses					
ASCAP	ASCAP	22-00021	#500638919 2022 LICENSE FEE	390.00	0.00	
	Extd Total: ADMINISTRATION			390.00		
	Department Total: ADMINISTRATION			390.00		

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Department: MAYOR/COUNCIL						
Extd: MAYOR & COUNCIL						
2-01-20-110-000-299	MAYOR & COUNCIL Misc.					
NJCONF	NJ CONFERENCE OF MAYOR'S	22-00080	Invoice 2022323 2022 Dues	510.00	0.00	
Extd Total: MAYOR & COUNCIL				510.00		
Department Total: MAYOR/COUNCIL				510.00		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
2-01-20-120-000-212	MUNICIPAL CLERK Dues,Licenses					
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	22-00078	2022 Membership Invoice#13MLK2	1,184.00	0.00	
MCANJ	MUNICIPAL CLERKS' ASSOC. OF NJ	22-00079	2022 Membership M. Hartsgrove	150.00	0.00	
				1,334.00		
2-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER, LLC	22-00075	Coaster #58164, 58111	39.18	0.00	
2-01-20-120-000-222	MUNICIPAL CLERK Training					
RUTGE005	RUTGERS, THE STATE UNIV. OF NJ	22-00120	Anthony RMC Classes	1,398.00	0.00	
2-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC	GRANICUS, LLC	22-00036	#147408 Granicus Jan. 2022	706.20	0.00	
Extd Total: MUNICIPAL CLERK				3,477.38		
Department Total: MUNIC CLERK				3,477.38		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
2-01-20-130-000-206	FINANCE Copier					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00026	#18726 CONTRCT PMT #51 OF 60	515.72	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00030	#18196 CONTRACT PMT #57 OF 60	3,207.29	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00034	#18196 CONTRACT PMT #58 OF 60	1,859.62	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE	22-00043	CONTRACTS 10/1/21 - 12/31/21	3,683.03	0.00	
				9,265.66		
2-01-20-130-000-207	FINANCE HR Testing					
MERHEA	MERIDIAN OCCUPATIONAL HEALTH	22-00128	INVOICE #4476686 DECEMBER 2021	870.00	0.00	
2-01-20-130-000-209	FINANCE Fees					
GREFIN	GREATAMERICA FINANCIAL SVCS.	22-00028	INVOICE #30551782 JANUARY 2022	679.00	0.00	
2-01-20-130-000-212	FINANCE Dues,Subscript.					
GFOA	G.F.O.A. OF NJ	22-00147	2022 Membership dues J. BOOS	90.00	0.00	
2-01-20-130-000-222	FINANCE Training					
INSFOR	INSTITUTE FOR PROFESSIONAL	22-00004	GREEN PURCHASING WEBINAR 1/5	50.00	0.00	
Extd Total: FINANCIAL ADMINISTRATION				10,954.66		
Department Total: FINANCE				10,954.66		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
2-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
ZOOMV005	ZOOM VIDEO COMMUNICATIONS, INC	22-00007	LICENSES FOR VIRTUAL MEETINGS	234.41	0.00	
	Extd Total:		COMPUTERIZED DATA PROCESSING	234.41		
	Department Total:		COMPUTER MIS	234.41		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
2-01-20-151-000-202	DIRECTOR OF COMMUNICATIONS Dues					
APCHAM	A.P. CHAMBER OF COMMERCE	22-00068	Annual Membership Fee	150.00	0.00	
	Extd Total:		DIRECTOR OF COMMUNICATIONS	150.00		
	Department Total:		DIRECTOR OF COMMUNICATIONS	150.00		
	CAFR Total:			15,716.45		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
2-01-21-180-000-201	PLANNING BOARD General Plant					
NJPLAN	THE NJ PLANNING OFFICIALS, INC.	22-00129	NJPO 2022 Dues PB/ZB	185.00	0.00	
	Extd Total:		PLANNING BOARD	185.00		
	Department Total:		PLANNING BOARD	185.00		
Department: ZONING BOARD						
Extd: ZONING BOARD OF ADJUSTMENT						
2-01-21-185-000-209	ZONING BOARD Fees					
NJPLAN	THE NJ PLANNING OFFICIALS, INC.	22-00129	NJPO 2022 Dues PB/ZB	185.00	0.00	
	Extd Total:		ZONING BOARD OF ADJUSTMENT	185.00		
	Department Total:		ZONING BOARD	185.00		
	CAFR Total:			370.00		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
2-01-22-200-000-205	CONST CODE Dues/Subscriptions					
MUNCO005	MUNCO OF NEW JERSEY	22-00131	2022 MUNCO MEMBERSHIP FEES	75.00	0.00	
MONBUI	MONMOUTH CTY BLDING. OFFICIALS	22-00132	2022 BUILDING ASSOCIATION FEES	40.00	0.00	
MUNELE	MUNIC.ELECTRICAL INSPECT.ASSOC	22-00133	2022 MUNICIPAL ELECTRIC MEMBER	120.00	0.00	
NJSTPL	NJ STATE PLUMBING INSPECTORS	22-00134	2022 PLUMBING ASSOCIATION MEMB	75.00	0.00	
				310.00		
	Extd Total:		CONSTRUCTION CODE OFFICIAL	310.00		
	Department Total:		CONST CODE	310.00		
	CAFR Total:			310.00		

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Budget Account Vendor	Description P.O. Id P.O. Description	Amount	Void Amount	PO Type
Department: POLICE				
Extd: POLICE DEPARTMENT				
2-01-25-240-000-203	POLICE Motor Vehicle			
MELCOR AP CARWASH AND OIL CHANGE	22-00101 CAR WASHES 1/4/ & 1/5 2022	17.25	0.00	
Extd Total: POLICE DEPARTMENT		17.25		
Department Total: POLICE		17.25		
CAFR Total:		17.25		
Department: STREETS & ROAD				
Extd: STREETS & ROADS MAINTENANCE				
2-01-26-290-000-203	STREETS & ROAD Motor Vehicle			
TRIUS TRIUS, INC.	22-00003 PARTS NEED FOR SALT SPREADER	318.28	0.00	
LAWPRO LAWSON PRODUCTS, INC.	22-00039 INV #9309142985 WRENCH KIT	562.99	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE	22-00042 #40IV143508 BATTERY & CORE	115.29	0.00	
GPCNA091 GPC-NAPA AUTO PARTS	22-00104 SWITCHES FOR CAR #85	8.86	0.00	
		1,005.42		
2-01-26-290-000-205	STREETS & ROAD Snowstorm Expenses			
THEHOS THE HOSE SHOP, INC.	22-00141 DPWTRUCK50 PLOW PISTON FITTING	8.41	0.00	
2-01-26-290-000-210	STREETS & ROAD Network Fleet			
VERIZ015 VERIZON CONNECT	22-00020 INV#613000021893 1/3/2022	2,483.30	0.00	
Extd Total: STREETS & ROADS MAINTENANCE		3,497.13		
Department Total: STREETS & ROAD		3,497.13		
Department: SOLID WASTE				
Extd: SOLID WASTE COLLECTION				
2-01-26-305-000-209	SOLID WASTE Fees			
DELDEM DELISA DEMOLITION, INC.	22-00070 #226245 TRASH FEES 12/16-12/31	26,978.77	0.00	
2-01-26-305-000-218	SOLID WASTE Contract.Serv.			
DELDEM DELISA DEMOLITION, INC.	22-00081 #225907 JANUARY 2022	45,416.65	0.00	
Extd Total: SOLID WASTE COLLECTION		72,395.42		
Department Total: SOLID WASTE		72,395.42		
Department: BUILDING & GND				
Extd: BUILDINGS & GROUNDS				
2-01-26-310-000-218	BUILDING & GND Contract.Serv.			
SCHELE SCHINDLER ELEVATOR CORP.	22-00084 #8105830206 1/1/22 - 3/31/22	386.91	0.00	
TERPES THE TERMINIX INTERNATIONAL CO	22-00150 #415856229 1/3/22 DPW SERVICES	85.00	0.00	
		471.91		
Extd Total: BUILDINGS & GROUNDS		471.91		
Department Total: BUILDING & GND		471.91		
CAFR Total:		76,364.46		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TELEPHONE						
Extd: TELEPHONE						
2-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	22-00038	INVOICE #327190-M JANUARY 2022	3,549.95	0.00	
VERZON	VERIZON BUSINESS	22-00091	#152-069-551-0001-78 1/4 - 2/3	124.99	0.00	
				<u>3,674.94</u>		
	Extd Total: TELEPHONE			3,674.94		
	Department Total: TELEPHONE			3,674.94		
	CAFR Total:			3,674.94		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
2-01-43-490-000-247	MUNIC COURT Leases					
GREFIN	GREATAMERICA FINANCIAL SVCS.	22-00145	INV 30711081 JAN 2022 COURT	145.00	0.00	
	Extd Total: MUNICIPAL COURT			145.00		
	Department Total: MUNIC COURT			145.00		
	CAFR Total:			145.00		
	Fund Total: CURRENT			96,598.10		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
2-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00030	#18196 CONTRACT PMT #57 OF 60	296.99	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00034	#18196 CONTRACT PMT #58 OF 60	296.99	0.00	
				<u>593.98</u>		
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			593.98		
	Department Total: UTILITY OE			593.98		
	CAFR Total:			593.98		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			593.98		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
2-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
GRAING	GRAINGER, INC.	22-00002	ITEMS NEEDED FOR GARAGE HEAT	350.10	0.00	
2-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
ALLBOI	ALLIED BOILER REPAIR CORP.	22-00023	BOILER #3 & #4 REPAIRS NEEDED	897.46	0.00	
2-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-00040	PAYMENT 3 OF 60 JANUARY 2022	82.58	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	22-00152	415847889 1/3/22 SEWER SERVICE	85.00	0.00	
				<u>167.58</u>		

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
JCIJ0005 JCI JONES CHEMICALS, INC.		22-00025	INVOICE #876472 JANUARY 2022	3,469.55	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			4,884.69		
	Department Total: UTILITY OE			4,884.69		
	CAFR Total:			4,884.69		
	Fund Total: SEWER UTILITY: BUDGET:			4,884.69		
	Year Total:			102,076.77		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2018-4 Var. Capital Improvements					
C-04-55-998-172-015	Admin Garbage Cans					
PRECIO05 PRECISE CONSTRUCTION, INC.		21-02151	SUNSET LAKE PARK IMPROVEMENTS	16,255.00	0.00	B
	Extd Total: Ord. 2018-4 Var. Capital Improvements			16,255.00		
Extd:	Ord. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
SHOPOI SHORE POINT ARCHITECTURE,PA		21-01208	ENGINEERING SERVICES NEW FIRE	11,127.40	0.00	B
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			11,127.40		
Extd:	2019 Ord. 2019-9 Var. Capital Improv.					
C-04-55-998-177-002	DPW Truck					
PRECIO05 PRECISE CONSTRUCTION, INC.		21-02151	SUNSET LAKE PARK IMPROVEMENTS	1,766.34	0.00	B
	Extd Total: 2019 Ord. 2019-9 var. Capital Improv.			1,766.34		
Extd:	Ord. 2020-25 Various Vehicles					
C-04-55-998-180-002	Fire vehicle					
MILCOM MILLENNIUM COMMUNICATIONS		21-02679	GENETEC SERVERS & STORAGE	98,174.61	0.00	
	Extd Total: Ord. 2020-25 Various Vehicles			98,174.61		
Extd:	Ord. 2021-36 Various Capital Improv.					
C-04-55-998-182-004	IT Equipment					
DELCOM DELL MARKETING L.P.		21-03190	SERVER FOR POLICE IAPRO	8,784.83	0.00	
CDWGOV CDW GOVERNMENT LLC		21-03192	TELEPHONES & LAPTOPS UPGRADES	18,500.50	0.00	
AMAZO005 AMAZON.COM SERVICES		21-03301	CIP Computer Accessories	1,409.44	0.00	
				28,694.77		
	Extd Total: Ord. 2021-36 Various Capital Improv.			28,694.77		
	Department Total:			156,018.12		
	CAFR Total:			156,018.12		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			156,018.12		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: PARKING CAPITAL						
Department: CAP. IMP. FUND						
Extd: Ord. 2017-28 Var.Trans.Utility Improve.						
C-09-17-901-000-902	Various Transport.Utility Improvements					
IPSGRO IPS GROUP, INC.		21-00712	IPS-2021-012984039 4G MODEMS	4,750.00	0.00	B
	Extd Total: Ord. 2017-28 Var.Trans.Utility Improve.			4,750.00		
	Department Total: CAP. IMP. FUND			4,750.00		
	CAFR Total:			4,750.00		
	Fund Total: PARKING CAPITAL			4,750.00		
	Year Total:			160,768.12		
Fund: GRANT FUND BUDGET:						
G-02-43-871-014-214	Recycling Tonnage Program - 2014					
GLOIND GLOBAL INDUSTRIAL		21-02605	Compost bins for residents	2,229.98	0.00	
	Extd Total:			2,229.98		
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED BROWNFIELD REDEVELOPMENT		21-03426	Drawdown 54 Hazard. Assmt.	370.62	0.00	
	Extd Total:			370.62		
	Department Total:			2,600.60		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED BROWNFIELD REDEVELOPMENT		21-03426	Drawdown 54 Hazard. Assmt.	20,262.43	0.00	
	Extd Total:			20,262.43		
	Department Total:			20,262.43		
G-02-43-907-019-200	Mental Health Grant					
HOMDRU HOME DRUG PHARMACY		19-03515	Medication for Clients 2019-20	30.00	0.00	B
	Extd Total:			30.00		
	Department Total:			30.00		
G-02-43-934-020-200	Clean Communities Grant					
YESGRA YES GRAPHIC		21-03340	Custom Decals and shipping	505.00	0.00	
	Extd Total:			505.00		
	Department Total:			505.00		
G-02-43-941-021-200	Mental Health Grant					
HOMDRU HOME DRUG PHARMACY		21-03378	Infinity Diabetic test w/ Stri	15.00	0.00	
AMAZO005 AMAZON.COM SERVICES		21-03417	Med supplies Nursing	90.35	0.00	
				105.35		
	Extd Total:			105.35		
	Department Total:			105.35		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-943-021-200	Monmouth County Open Space Grant					
PRECIO05	PRECISE CONSTRUCTION, INC.	21-02151	SUNSET LAKE PARK IMPROVEMENTS	230,000.00	0.00	B
	Extd Total:			230,000.00		
	Department Total:			230,000.00		
G-02-43-952-021-200	Sustainable Jersey Grant					
GLOIND	GLOBAL INDUSTRIAL	21-02605	Compost bins for residents	2,000.00	0.00	
	Extd Total:			2,000.00		
	Department Total:			2,000.00		
	CAFR Total:			255,503.38		
	Fund Total: GRANT FUND BUDGET:			255,503.38		
	Year Total:			255,503.38		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2020 CDBG B20MC340100 CFDA 14.218					
T-17-78-850-850-001	2020 Administration					
ASBPAK	ASBURY PARK PRESS	22-00109	Public Notice CDBG 12/28/21	89.00	0.00	
MONCLE	MONMOUTH COUNTY CLERK	22-00111	Discharge Mortgage Filing Fee	8.00	0.00	
ALLST	ALL STATE LEGAL	22-00136	INV 676869 MORTGAGE DISCHARGE	175.00	0.00	
				272.00		
	Extd Total: 2020 CDBG B20MC340100 CFDA 14.218			272.00		
	Department Total:			272.00		
	CAFR Total:			272.00		
Extd:	2021 CDBG B21MC340100 CFDA 14.218					
T-17-80-850-850-001	2021 Administration					
ASBPAK	ASBURY PARK PRESS	21-03469	#5034948 Public Notice 12/8/21	79.10	0.00	
T-17-80-850-850-003	Community Events					
FORPRO	FOREMOST PROMOTIONS	21-02566	Fire Hats for Fall Event	280.00	0.00	
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			359.10		
	Department Total:			359.10		
	CAFR Total:			359.10		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			631.10		
Fund:	TRUST OTHER					
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC	NJ DEPT. OF COMMUNITY AFFAIRS	22-00093	4th Qt. DCA fees 2021	8,285.00	0.00	
	Extd Total: 5 YR EMERGENCY			8,285.00		
	Department Total:			8,285.00		
	CAFR Total:			8,285.00		
	Fund Total: TRUST OTHER			8,285.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-380-000-299	649 MATTISON AVENUE(649 MATTISON, LLC)					
CLACAN	CLARKE CATON HINTZ PC	21-03442	November CCH invoices	370.00	0.00	
JACSER	JACK A. SERPICO	22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	<u>262.50</u>	0.00	
				632.50		
	Extd Total:			632.50		
	Department Total:			632.50		
T-21-00-513-000-299	814 MAIN STREET(AP SHORE HOLDINGS, LLC)					
CLACAN	CLARKE CATON HINTZ PC	21-03442	November CCH invoices	1,003.71	0.00	
	Extd Total:			1,003.71		
	Department Total:			1,003.71		
T-21-00-529-000-299	1207 PINE STREET(3 SUNSET DRIVE, LLC)					
JACSER	JACK A. SERPICO	22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	600.00	0.00	
	Extd Total:			600.00		
	Department Total:			600.00		
T-21-00-530-000-299	302 ATKINS AVE(INTERFAITH NEIGHBORS,INC)					
JACSER	JACK A. SERPICO	22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
Department: DEFICIT PY						
T-21-00-532-000-299	1117 SUNSET AVENUE(MARISE BEAUVIL)					
CLACAN	CLARKE CATON HINTZ PC	21-03442	November CCH invoices	221.15	0.00	
	Extd Total:			221.15		
	Department Total:		DEFICIT PY	221.15		
T-21-00-534-000-299	1317-1319 SPRINGWOOD(BROTHER INTHE BLUE)					
CLACAN	CLARKE CATON HINTZ PC	21-03442	November CCH invoices	220.00	0.00	
JACSER	JACK A. SERPICO	22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	<u>150.00</u>	0.00	
				370.00		
	Extd Total:			370.00		
	Department Total:			370.00		
T-21-00-537-000-299	830 DUNLEWY STREET(JUSTIN B. NEDEN)					
CLACAN	CLARKE CATON HINTZ PC	21-03442	November CCH invoices	75.00	0.00	
JACSER	JACK A. SERPICO	22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	<u>225.00</u>	0.00	
				300.00		
	Extd Total:			300.00		
	Department Total:			300.00		

Attachment: Bill List 1-26-22 (2022-77 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-539-000-299	904 HECK STREET(MICHELE DUNN)					
JACSER JACK A. SERPICO		22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	187.50	0.00	
	Extd Total:			187.50		
	Department Total:			187.50		
T-21-00-541-000-299	1212 SUNSET AVE(ARUN P. & SANJANA RIMAL)					
CLACAN CLARKE CATON HINTZ PC		21-03442	November CCH invoices	385.00	0.00	
JACSER JACK A. SERPICO		22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	262.50	0.00	
				647.50		
	Extd Total:			647.50		
	Department Total:			647.50		
T-21-00-542-000-299	503 8TH AVENUE(503 8TH AVE,LLC/P.SIEGEL)					
CLACAN CLARKE CATON HINTZ PC		21-03442	November CCH invoices	220.00	0.00	
	Extd Total:			220.00		
	Department Total:			220.00		
T-21-00-544-000-299	507 SEWALL AVENUE(MICHAEL BERNEY)					
CLACAN CLARKE CATON HINTZ PC		21-03442	November CCH invoices	430.00	0.00	
JACSER JACK A. SERPICO		22-00130	Serpico Nov/Dec 2021 PB/ZB Inv	75.00	0.00	
				505.00		
	Extd Total:			505.00		
	Department Total:			505.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,837.36		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			4,837.36		
Fund:	ISTAR-2 ESCROW FUND:					
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous					
ANSZAR ANSELL,GRIMM & AARON, P.C.		22-00050	#477216: REDEVELOPMENT AGENCY	105.00	0.00	
	Extd Total:			105.00		
	Department Total:			105.00		
	CAFR Total:			105.00		
	Fund Total: ISTAR-2 ESCROW FUND:			105.00		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-825	AP TRIANGLE(ASBURY PARTNERS,LLC/iStar)					
MARFAL MARAZITI FALCON, LLP		21-03332	Prof.Svcs.Rendered in Nov.21	1,592.50	0.00	
T-48-56-850-000-826	202 7TH AVE(202 SEVENTH AVE,LLC/FASANO)					
MARFAL MARAZITI FALCON, LLP		21-03332	Prof.Svcs.Rendered in Nov.21	65.00	0.00	
T-48-56-850-000-836	1401 OCEAN(1401 OCEAN/BERKELEY HOTEL)					
MARFAL MARAZITI FALCON, LLP		21-03332	Prof.Svcs.Rendered in Nov.21	260.00	0.00	
MARFAL MARAZITI FALCON, LLP		21-03359	PROF.SERVICES MAY'21 & JUL'21	8,612.50	0.00	
				8,872.50		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-837	BONDABLE/INFRASTRUCTURE(iSTAR/ASB.PART.)					
MARFAL MARAZITI FALCON, LLP		21-03332	Prof.Svcs.Rendered in Nov.21	2,335.60	0.00	
	Extd Total:			12,865.60		
	Department Total:			12,865.60		
	CAFR Total:			12,865.60		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			12,865.60		
	Year Total:			26,724.06		
Total Charged Lines: 651 Total List Amount: 1,578,743.35 Total Void Amount:				0.00		

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	1-01	614,798.22	0.00	0.00	614,798.22
BEACH	1-05	218,011.03	0.00	0.00	218,011.03
TRANSPORTATION UTILITY: BUDGET:	1-06	63,980.50	0.00	0.00	63,980.50
SEWER UTILITY: BUDGET:	1-07	136,881.27	0.00	0.00	136,881.27
Year Total:		1,033,671.02	0.00	0.00	1,033,671.02
CURRENT	2-01	96,598.10	0.00	0.00	96,598.10
TRANSPORTATION UTILITY: BUDGET:	2-06	593.98	0.00	0.00	593.98
SEWER UTILITY: BUDGET:	2-07	4,884.69	0.00	0.00	4,884.69
Year Total:		102,076.77	0.00	0.00	102,076.77
GENERAL CAPITAL FUND BUDGET:	C-04	156,018.12	0.00	0.00	156,018.12
PARKING CAPITAL	C-09	4,750.00	0.00	0.00	4,750.00
Year Total:		160,768.12	0.00	0.00	160,768.12
GRANT FUND BUDGET:	G-02	255,503.38	0.00	0.00	255,503.38
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	631.10	0.00	0.00	631.10
TRUST OTHER	T-20	8,285.00	0.00	0.00	8,285.00
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	4,837.36	0.00	0.00	4,837.36
ISTAR-2 ESCROW FUND:	T-42	105.00	0.00	0.00	105.00
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	12,865.60	0.00	0.00	12,865.60
Year Total:		26,724.06	0.00	0.00	26,724.06
Total of All Funds:		1,578,743.35	0.00	0.00	1,578,743.35

January 26, 2022 Council Meeting

Balance Brought Forward from Total List Amount	\$	1,578,743.35
Millennium Communications Group (21-03381 - 2nd line)	\$	2,720.00
Maaco Collision (21-02512 - 2nd line)	\$	1,518.62
NJSHBP	\$	494,507.81
PMA Management Corp.	\$	6,175.00
US Bank Operations Ctr.	\$	88,699.69
Treas. State of NJ/727 Fund NJDEP, Trust Fund	\$	21,055.07
NJ Environ.Infra.Trust	\$	307,801.60
Asbury Park Board of Education	\$	1,074,954.00
CMRS-FP(Postage)	\$	2,500.00
Depository Trust Company	\$	9,380,752.39
Total:	\$	<u>12,959,427.53</u>

**AGREEMENT TO PROVIDE
MUNICIPAL SERVICES TO MULTI-FAMILY DWELLING**

THIS AGREEMENT, entered into this _____ day of _____, 2022, by and between:

THE CITY OF ASBURY PARK, a corporate body politic of the State of New Jersey, having offices at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter referred to as the “City”); and

_____, having an address of _____
(hereinafter referred to as the “Landlord”), as the record owner of a multi-family dwelling as defined under N.J.S.A. 40:66-1.2 which is located at _____
(the “Dwelling”).

(Collectively, the City and the Landlord shall hereinafter be referred to as the “parties.”)

WITNESSETH

WHEREAS, N.J.S.A 40:66-1.2, *et seq.*, as amended (hereinafter referred to as the “Act”), provides in pertinent part that multi-family dwellings, as defined in the Act and herein, are entitled to receive certain municipal services when such services are provided to other residents of the municipality, or to receive monetary reimbursements for such services, as more specifically described in the Act; and

WHEREAS, the Mayor and Council of the City have determined that the Dwelling is a “multi-family dwelling” within the meaning of the Act; and

WHEREAS, the City is willing to provide certain services to the Dwelling, or to provide a reimbursement for the costs of same (subject to the cap limitations referenced herein), in accordance with the requirements of the Act and Chapter 19 of the Code of the City of Asbury Park (the “City Code”); and

WHEREAS, the parties wish to enter into an Agreement pursuant to the Act (specifically, per N.J.S.A. 40:66-1.4) and Chapter 19 of the City Code, which shall establish the terms and conditions governing the same.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE ONE

Definitions

- A. As used in this Agreement, the following terms shall have the meanings indicated:
- (1) "Bulk refuse" shall have the meaning set forth in Section 19-1 of the City Code, as may be amended by the Mayor and Council from time to time.
 - (2) "Force majeure" shall mean any circumstances which are beyond the reasonable control of the party involved including, but not limited to, the following: any law, order, regulation, direction by any New Jersey State governmental authority of the United States; strikes or riots; local, state or national emergencies; war or acts of public enemies; fires, floods or other catastrophes or acts of God.
 - (3) "Multi-family dwelling" shall mean any building or structure or complex of buildings or structures in which five (5) or more dwelling units are rented or leased or offered for rental or lease for residential purposes except hotels, motels or other guesthouses serving transient or seasonal guests as those terms are defined under subsection (j) of section 3 of the "Hotel and Multiple Dwelling Law," P.L.1967, c.76 (C.55:13A-1 et seq.).

- (4) “Recyclable materials” shall have the meaning set forth in Section 19-3.3 of the City Code, as may be amended by the City’s Mayor and Council from time to time.
- (5) “Recyclable materials collection services” shall mean the collection and disposal of recyclable materials.
- (6) “Solid waste” shall mean garbage, refuse and other discarded materials resulting from domestic activities.
- (7) “Solid waste collection services” shall mean the collection and disposal of solid waste.
- (8) “Total cost of services” shall mean the cost that would be incurred by the City in providing solid waste and/or recyclable materials collection services to a multi-family dwelling in the same manner as the City provides those services, curbside, to other residents of the City.

ARTICLE TWO

The City’s Rights and Obligations

- A. Pursuant to N.J.S.A. 40:66-1.2, *et seq.*, the City agrees to either:
 - (1) Provide the following services to the Dwelling, in accordance with the provisions set forth below:
 - (a) Collection and disposal of recyclable materials from the curbside adjacent to the Dwelling, or as otherwise directed by the City; and
 - (b) Collection and disposal of solid waste and bulk refuse from the curbside adjacent to the Dwelling, or as otherwise directed by the City; or

- (2) Provide monetary reimbursement to the Landlord, as set forth herein and in the Act, for the actual costs associated with providing the services described in Paragraph A(1) but not more than the total cost of services that would have been incurred by the City in providing said services directly to the Dwelling, calculated as if Dwelling units were located along public roads and streets and the service provided curbside.

B. The choice of providing either the services described in Paragraph A(1) above or the reimbursement described in Paragraph A(2) above shall be at the sole discretion of the City. The City may choose to provide a portion of the services described in Paragraph A(1) above and to provide reimbursement for the costs associated with the remainder of said services, which determination shall be at the sole discretion of the City. The City shall make a determination by September 1st of each year as to whether it wishes to provide services (and, if applicable, the extent of such services) for the forthcoming calendar year, or to provide reimbursement for the costs of providing same. Notice thereof shall be provided in writing from the City to the Landlord immediately thereafter. The City may elect, in its sole discretion, thereafter to change its determination and, if so, notice shall be given to the Landlord on or before September 1st for the applicable ensuing year.

C. Should the City choose to provide a portion or all of the services described in Paragraph A(1) above, then the following shall apply:

- (1) The services rendered shall be in the same fashion and to the same extent as the City provides on the regular public streets of the City in accordance with any established City policies, practices and schedule.

- (2) With respect to the collection and disposal of recyclable materials, the City has established and implemented a municipal recycling program and has adopted an ordinance which requires persons generating solid waste within its municipal boundaries to source separate from the solid waste stream all recyclable materials. This ordinance (Section 19-3 of the City Code) shall govern the collection and disposal of recyclable materials. Copies of said ordinance may be obtained from the Office of the City Clerk at the City's municipal office or at the City's website at www.cityofasburypark.com.
- (3) The City shall not be required to operate any municipally owned or leased vehicle(s) or other equipment, or to provide any of the services enumerated in Paragraph A(1) above, upon, along or in relation to any road or street in a multi-family dwelling complex which either: (a) has not been accepted for dedication to public use; or (b) does not meet all municipal standards and specifications for such dedication, except for width.
- (4) In order to be eligible for solid waste and/or recyclable materials collection services or reimbursement for those services, the Dwelling shall be required to comply with all recycling requirements generally applicable to all other residential properties within the City. If a certified public works manager employed by the City determines that the Dwelling is not in compliance with the City's recycling requirements, then the City may terminate solid waste and recyclables collection services to the Dwelling,

or reduce its reimbursement payments by an amount equal to the landfill or disposal costs that would be saved if the recyclables were separated from the other solid waste. No solid waste collection shall be terminated or reimbursement amount shall be reduced pursuant to this subsection unless the Landlord has been sent written notice of noncompliance and been given thirty (30) days' written notice of the proposed reimbursement amount reduction. During those thirty (30) days the Landlord shall have the opportunity to bring the Dwelling into compliance with the City's recycling requirements, and have that compliance certified by a certified public works manager employed by the City.

D. Should the City choose the reimbursement option described in Paragraph A(2) above, then the following terms and conditions shall apply:

(1) The City shall reimburse the Landlord on a quarterly basis, or as otherwise agreed to by the parties, for all actual eligible costs incurred by the Landlord during the immediately preceding time period, in accordance with the provisions set forth below, except as follows:

(a) There shall be a cap in the amount of \$235.89 per unit annually for reimbursement relating to solid waste collection services. This sum has been derived by dividing the annual cost for the City to provide solid waste collection services (inclusive of tipping fees and all other service charges) and dividing said amount by the total number of units serviced within the City. The cap amount referenced herein may be adjusted by the City annually moving

forward, in accordance with the formula set forth above. The City shall notify the Landlord by September 1st of each year if the cap is to be adjusted.

- (b) There shall be a cap in the amount of **\$81.88** per unit annually for reimbursement relating to **recyclable materials collection services**. This sum has been derived by dividing the annual cost for the City to provide recycling services (inclusive of tipping fees and all other service charges) and dividing said amount by the total number of units serviced within the City. The cap amount referenced herein may be adjusted by the City annually moving forward, in accordance with the formula set forth above. The City shall notify the Landlord by September 1st of each year if the cap is to be adjusted.

- (2) Prior to qualifying for such reimbursement, the Landlord shall certify to the correctness of the costs incurred relative to the Dwelling for that period. Said certification shall be itemized and separated by service rendered (i.e., solid waste collection or recyclable materials collection), and shall include authenticated copies of all contracts, invoices, time records or other documentation necessary in order to substantiate the accuracy of the charges contained therein. All documents submitted shall be separated by service rendered. The Landlord shall forward the certification and supporting documents to the City's Chief Financial Officer (hereinafter the "C.F.O.") not later than February 1st, May 1st,

August 1st, and November 1st, respectively, for charges incurred during the prior quarter. The C.F.O. may request further substantiation of same prior to authorizing payment, and shall be responsible for making the determination on a case-by-case basis as to the eligibility of each invoice submitted for payment. If the charges (or any portion thereof) are approved by the City, then the City shall make the reimbursement payment within sixty (60) days of the quarterly due date. No reimbursement shall be made for any services rendered during the prior quarter if the Landlord fails to submit the certification and supporting documents referenced herein for the particular service rendered by the quarterly due date.

- (3) After receipt of the documentation necessary to verify the validity of reimbursable charges, the C.F.O. may, if necessary, request further substantiation from the Landlord for all or any part of the charges incurred prior to making payment.
- (4) The eligible costs shall be paid quarterly in the form of a check made payable to the Landlord.
- (5) Notwithstanding the foregoing, the City shall not be obligated to provide reimbursement for any costs which would exceed the City's costs in directly providing the same services to the Dwelling, calculated as if the Dwelling units were located along public roads and streets and the collection service provided curbside. To the extent that the City's costs to provide the same services would have been higher than what was paid by

the Landlord, the City shall only reimburse the Landlord for those costs actually incurred by the Landlord.

- (6) The C.F.O. shall review any contract(s) submitted pursuant to subsection (2) or (3) of this section so as to ensure that it adequately separates costs to be incurred which are eligible for reimbursement under this Agreement.

ARTICLE THREE

The Landlord's Rights and Obligations

A. The Landlord shall designate at least one individual to act as the Coordinator who must be a managing agent of the Landlord and who shall be responsible for the implementation of this Agreement. The Coordinator's responsibilities shall include, but not be limited to, responding to citizen inquiries, notifying residents of collection schedules, and proper presentation of all collectable material. The City shall be given notice in writing of any change in the appointment of the Landlord's Coordinator.

B. The designated Coordinator shall be required to attend all meetings pertaining to this Agreement with the City upon reasonable notice.

C. The Coordinator shall inform the Dwelling's residents of all notices submitted to the Coordinator by the City. The Coordinator shall cooperate and work with the City to identify and resolve service problems.

D. Until collectable materials are actually collected by the City, the Landlord and its Coordinator shall be responsible for compliance with all Federal, State and local laws and regulations applicable to the collection of collectable materials hereunder and applicable to health and safety to the extent that such materials are on the Dwelling's property.

E. In the event the City elects to provide reimbursement, rather than actual services, then the Landlord shall utilize the reimbursement amounts to pay for the services that the City chooses not to provide. The Landlord shall provide an accounting to the City on an annual basis, on or before February 1st of each year, as to the use of the money paid over to it by the City for the prior year. The Landlord shall be required to refund to the City any payments in excess of the amounts actually expended or contractually committed by the Dwelling during the accounting period in order to provide for the solid waste and/or recyclable materials collection services covered by this Agreement.

ARTICLE FOUR

Force Majeure

A. Neither party shall be held to be in default of any obligation or performance under this Agreement, or be liable to the other party, if failure to perform results directly or indirectly from force majeure, and both parties' obligations under this Agreement shall abate, including the obligation to pay hereunder, until such force majeure condition shall terminate.

B. Notice shall be given by one party to the other of any force majeure condition as soon as possible after the occurrence of the event constituting force majeure. The notifying party shall promptly take all reasonable and necessary action to restore said service at the earliest practical date.

ARTICLE FIVE

Limitation of Liability

A. The City shall use its best efforts to assure that all obligations hereunder are met in a timely and complete manner. The City shall not be held liable if the performance of any

obligation to the Dwelling is delayed or withheld because of acts or omissions of the Landlord or of the State of New Jersey or for any other reasons which are beyond the City's control.

B. If due to circumstances beyond the control of the City, any services or reimbursements to be provided as set forth herein cannot be performed on a particular day, the services or reimbursements shall be resumed as soon as practicable and reasonably possible thereafter.

ARTICLE SIX

Corporate Authority

Each individual executing this Agreement on behalf of the Landlord represents and warrants that he/she is authorized to execute this Agreement on behalf of said Landlord in accordance with proper authority granted by the Landlord, and that this Agreement is binding upon said Landlord, and that the Landlord is authorized to act on behalf of the Dwelling's inhabitants. The Landlord shall deliver to the City upon execution of this Agreement, a certified copy of a resolution of the Board of Directors of the Landlord, if applicable, authorizing or ratifying the execution of this Agreement.

ARTICLE SEVEN

Notices

A. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by hand or by registered mail, return receipt requested, addressed to the party as set forth below, or to such other address as the said party may have specified by notice given in writing to the other party:

City of Asbury Park
Attn: City Manager
One Municipal Plaza
Asbury Park, NJ 07712

B. Unless it is expressly agreed otherwise, any such written notice or consent shall be deemed to be given when deposited by hand with the party to whom notice is being given, or on the date of receipt or rejection indicated on the certified mail return receipt card.

ARTICLE EIGHT

Insurance and Damage Claims

If applicable, the Landlord shall be required to pay the cost of the insurance riders required by the City to enable City vehicles to operate on the private roads and streets within the multi-family dwelling complex. In the event the City elects to provide services in lieu of reimbursement, the Landlord shall provide an insurance certificate in accordance with the insurance requirements of the City. The Landlord shall be solely responsible for any and all damage(s) that may be occasioned within the multi-family complex resulting from the City's performance of solid waste and recyclable materials collection services under this Agreement, unless such damage was caused by gross negligence, recklessness or intentional acts on the part of the City, its officials, employees, agents, volunteers or contractors.

ARTICLE NINE

General

A. No delay or failure to exercise any right or remedy under this Agreement will operate to limit, preclude, cancel, or waive any further exercise or such right or remedy or the exercise of any other right or remedy.

B. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE TEN

Modifications

The terms and conditions of this Agreement may not be modified at any time except by mutual agreement of the parties in writing, duly signed by their authorized representative.

ARTICLE ELEVEN

Duration of Agreement

This Agreement to Provide Municipal Services shall have a duration until December 31, 2022. Thereafter, this Agreement shall be automatically renewed for successive additional one year terms, unless the City gives a minimum of sixty (60) days' notice of its intention not to renew the Agreement prior to the annual renewal date. At that time, the parties shall then have the option to renegotiate all of the terms and conditions of the Agreement. The fact that the City may give notice of its intent not to automatically renew this Agreement shall not be deemed, in any way, as a right to avoid the City's obligations under applicable laws, including but not limited to, the Act.

ARTICLE TWELVE

Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the parties in relation to its subject matter, and supersedes all previous agreements, understandings and representations between the parties.

IN WITNESS WHEREOF, the parties each represent to the other that the individuals executing this Agreement are duly authorized and empowered to sign on their behalf.

ATTEST:

CITY OF ASBURY PARK

MELODY HARTSGROVE,
MUNICIPAL CLERK

MAYOR JOHN B. MOOR

LANDLORD

[Authorized representative – Print Name and Title]

[Affix Corporate Seal and Attach Authorizing Resolution, if applicable]

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

BE IT REMEMBERED that on this _____ day of _____, before me, the subscriber, personally appeared MELODY HARTSGROVE, who, being by me duly sworn on her oath, did depose and make proof to my satisfaction, that she is the Municipal Clerk of the City of Asbury Park, the municipal corporation named in the within instrument; that John B. Moor is the Mayor of said City; that the execution, as well as the making of this instrument has been duly authorized by the said City; that deponent well knows the corporate seal of said City; and that the seal affixed to said instrument was signed and delivered by said Mayor as and for his voluntary act and deed on behalf of the City, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

MELODY HARTSGROVE,
MUNICIPAL CLERK

Sworn and subscribed to before
me on the date aforesaid.

NOTARY PUBLIC

ACKNOWLEDGMENT FOR LIMITED LIABILITY COMPANIES

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

BE IT REMEMBERED that on this _____ day of _____, before me, the subscriber, personally appeared _____, Managing Member in _____, L.L.C. to me known and known to me to be the individual described in and who executed the foregoing instrument, and such person duly acknowledged to me he understood the meaning of the instrument and that he executed the same as his act and deed, and as the Managing Member of the LLC named therein, and with full authority to act on behalf of such LLC, and that he is over the age of 18.

[Print Name and Title]

Sworn and subscribed to before
me on the date aforesaid.

NOTARY PUBLIC

ACNOWLEDGEMENT FOR INCORPORATED ENTITIES

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

BE IT REMEMBERED that on this _____ day of _____, before me, the subscriber, personally appeared _____, who, being by me duly sworn upon his/her oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of the Corporation named in the within instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this instrument has been duly authorized by a proper Resolution of the Board of Directors of said Corporation; that the seal affixed to said instrument is the proper corporate seal of the Corporation; and that said instrument was signed and delivered as and for the voluntary act and deed of said Corporation, in the presence of _____, who thereupon subscribed his/her name thereto as attesting witness.

[Print Name and Title]

Sworn and subscribed to before
me on the date aforesaid.

NOTARY PUBLIC

**AGREEMENT TO PROVIDE MUNICIPAL SERVICES TO
QUALIFIED PRIVATE COMMUNITY**

THIS AGREEMENT, entered into this _____ day of _____, 2022, by and between:

THE CITY OF ASBURY PARK, a corporate body politic of the State of New Jersey, having offices at One Municipal Plaza, Asbury Park, New Jersey 07712 (hereinafter referred to as the “City”); and

_____, for and on behalf of the homeowners of the qualified private community known as _____ (the “qualified private community”), having an address of _____ (hereinafter referred to as the “Association.”)

(Collectively, the City and the Association shall hereinafter be referred to as the “parties.”)

WITNESSETH

WHEREAS, N.J.S.A. 40:67-23.2, *et seq.*, as amended (hereinafter referred to as the “Act”), requires every municipality to provide certain services to “qualified private communities” as defined in the Act and herein, or to provide monetary reimbursements for such services, as more specifically described in the Act; and

WHEREAS, the Mayor and Council of the City have determined that the Association is a “qualified private community” within the meaning of the Act; and

WHEREAS, the City is willing to provide certain services to the Association, or to reimburse the Association for the costs of same (subject to the cap limitations referenced herein),

in accordance with the requirements of the Act and Chapter 19 of the Code of the City of Asbury Park (the “City Code”); and

WHEREAS, the parties wish to enter into an Agreement pursuant to the Act (specifically, per N.J.S.A. 40:67-23.5) and Chapter 19 of the City Code, which shall establish the terms and conditions governing the same.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE ONE

Definitions

- A. As used in this Agreement, the following terms shall have the meanings indicated:
- (1) "Bulk refuse" shall have the meaning set forth in Section 19-1 of the City Code, as may be amended by the Mayor and Council from time to time.
 - (2) "Condominium" shall mean the form of real property ownership provided for under the "Condominium Act," P.L.1969, c.257 (C.46:8B-1, *et seq.*).
 - (3) "Cooperative" shall mean a housing corporation or association wherein the holder of a share or membership interest in the corporation or association is entitled to possess and occupy, for dwelling purposes, a house, apartment, or other unit of housing owned by the corporation or association, or to purchase a unit of housing constructed or erected by the corporation or association.
 - (4) "Eligible roads and streets" shall mean those areas of the Association referenced in Exhibit "A" attached hereto, if any.

- (5) “Fee simple community” shall mean a private community which consists of individually owned lots or units and provides for common or shared elements or interests in real property.
- (6) “Force majeure” shall mean any circumstances which are beyond the reasonable control of the party involved including, but not limited to, the following: any law, order, regulation, direction by any New Jersey State governmental authority of the United States; strikes or riots; local, state or national emergencies; war or acts of public enemies; fires, floods or other catastrophes or acts of God.
- (7) “Horizontal property regime” shall mean the form of real property ownership provided for under the “Horizontal Property Act,” P.L.1963, c.168 (C.46:8A-1, *et seq.*).
- (8) “Qualified private community” shall mean a residential condominium, cooperative, fee simple community, or horizontal property regime, the residents of which do not receive any tax abatement or tax exemption related to its construction, comprised of a community trust or other trust device, condominium association, homeowners’ association, or council of coowners, wherein the cost of maintaining roads and streets and providing essential services is paid for by a not-for-profit entity consisting exclusively of unit owners within the community. No apartment building or garden apartment complex owned by an individual or entity that receives monthly rental payments from tenants who occupy the premises shall be considered a qualified private community. Moreover, no

“proprietary campground facility,” as defined in Section 1 of P.L. 1993, c.258 (C.45:22A-49), shall be considered to be a qualified private community.

- (9) “Recyclable materials” shall have the meaning set forth in Section 19-3.3 of the City Code, as may be amended by the City’s Mayor and Council from time to time.
- (10) “Recyclable materials collection services” shall mean the collection and disposal of recyclable materials.
- (11) “Solid waste” shall mean garbage, refuse and other discarded materials resulting from domestic activities.
- (12) “Solid waste collection services” shall mean the collection and disposal of solid waste.

ARTICLE TWO

The City’s Rights and Obligations

A. Upon notification to the City in writing that control of the Association has been turned over to the unit owners in accordance with N.J.S.A. 46:8B-12.1, then the City agrees, pursuant to N.J.S.A. 40:67-23.3(a), to either:

- (1) Provide the following services to the Association, in accordance with the provisions set forth below:
 - (a) Removal of snow, ice and other obstructions from the eligible roads and streets within the qualified private community, if any;
 - (b) Upon notification to the City in writing (1) that street lighting on the eligible roads and streets within the qualified private

community has been installed and accepted by service by the public utility and (2) that certificates of occupancy have been issued for at least fifty percent (50%) of the dwelling units within the qualified private community as provided for in N.J.S.A. 40:55D-53.6, lighting of the eligible roads and streets within the qualified private community, if any, to the extent required by law, but not to include the installation or maintenance of lamps, standards, wiring or other equipment;

- (c) Collection of leaves and brush from, and the sweeping of, the eligible roads and streets, if any, within the qualified private community; and
 - (d) Collection and disposal of recyclable materials from the eligible roads and streets within the qualified private community, if any, or curbside, or as otherwise directed by the City; and
 - (e) Collection and disposal of solid waste and bulk refuse from the eligible roads and streets within the qualified private community, if any, or curbside, or as otherwise directed by the City; or
- (2) Reimburse the Association for the actual costs associated with providing the services described in Paragraph A(1) above in an amount not to exceed the cost that would have been incurred by the City in providing the services directly, in accordance with the procedures contained in this Agreement and the Act. The obligation to reimburse shall begin upon the notice to the City provided for in

Paragraph A(1)(a) above or with the execution of this Agreement, whichever occurs last.

B. The choice of providing either the services described in Paragraph A(1) above or the reimbursement described in Paragraph A(2) above shall be at the sole discretion of the City. The City may choose to provide one or any number of the services described in Paragraph A(1) above and to reimburse the Association for the costs associated with the remainder of said services, which determination shall be at the sole discretion of the City. The City shall make a determination by September 1st of each year as to whether it wishes to provide services (and, if applicable, the extent of such services) for the forthcoming calendar year, or to reimburse the Association for the costs of providing same. Notice thereof shall be provided in writing from the City to the Association immediately thereafter. The City may elect, in its sole discretion, thereafter to change its determination and, if so, notice shall be given to the Association on or before September 1st for the applicable ensuing year.

C. Should the City choose to provide any or all of the services described in Paragraph A(1) above, then the following shall apply:

- (1) The services rendered shall be in the same fashion and to the same extent as the City provides on the regular public streets of the City in accordance with any established City policies, practices and schedule.
- (2) With respect to the collection of recyclable materials, the City has established and implemented a municipal recycling program and has adopted an ordinance which requires persons generating solid waste within its municipal boundaries to source separate from the solid waste stream all recyclable materials. This ordinance (Section 19-3 of the City Code) shall govern the collection and disposal of

recyclable materials. Copies of said ordinance may be obtained from the Office of the City Clerk at the City's municipal office or at the City's website at www.cityofasburypark.com.

- (3) The City shall not be required to operate any municipally owned or leased vehicle(s) or other equipment or to provide any of the services enumerated in Paragraph A(1) above upon, along or in relation to any road or street in a qualified private community which either: (a) has not been accepted for dedication to public use; or (b) does not meet all municipal standards and specifications for such dedication, except for width.

D. Should the City choose the reimbursement option described in Paragraph A(2) above, then the following terms and conditions shall apply:

- (1) The City shall reimburse the Association on a quarterly basis, or as otherwise agreed to by the parties, for all actual eligible costs incurred by the Association during the immediately preceding time period, in accordance with the provisions set forth below, except as follows:
 - (a) There shall be a cap in the amount of **\$235.89** per unit annually for reimbursement relating to **solid waste collection services**. This sum has been derived by dividing the annual cost for the City to provide solid waste collection services (inclusive of tipping fees and all other service charges) and dividing said amount by the total number of units serviced within the City. The cap amount referenced herein may be adjusted by the City annually moving forward, in accordance with the formula set forth above. The City

shall notify the Association by September 1st of each year if the cap is to be adjusted.

- (b) There shall be a cap in the amount of \$81.88 per unit annually for reimbursement relating to recyclable materials collection services. This sum has been derived by dividing the annual cost for the City to provide recycling services (inclusive of tipping fees and all other service charges) and dividing said amount by the total number of units serviced within the City. The cap amount referenced herein may be adjusted by the City annually moving forward, in accordance with the formula set forth above. The City shall notify the Association by September 1st of each year if the cap is to be adjusted.

- (2) Prior to qualifying for such reimbursement, the Board of Trustees, Board of Directors or other appropriate governing body of the Association shall certify to the correctness of the costs incurred by the Association relative to the qualified private community for that period. Said certification shall be itemized and separated by service rendered (i.e., solid waste collection, recyclable materials collection, lighting, snow removal, etc.), and shall include authenticated copies of all contracts, invoices, time records or other documentation necessary in order to substantiate the accuracy of the charges contained therein. All documents submitted shall be separated by service rendered. The Association shall forward the certification and supporting documents to the City's Chief Financial Officer (hereinafter

the “C.F.O.”) not later than February 1st, May 1st, August 1st, and November 1st, respectively, for charges incurred during the prior quarter. The C.F.O. may request further substantiation of same prior to authorizing payment, and shall be responsible for making the determination on a case-by-case basis as to the eligibility of each invoice submitted for payment. If the charges (or any portion thereof) are approved by the City, then the City shall make the reimbursement payment within sixty (60) days of the quarterly due date. No reimbursement shall be made to the Association for any services rendered during the prior quarter if the Association fails to submit the certification and supporting documents referenced herein for the particular service rendered by the quarterly due date.

- (3) After receipt of the documentation necessary to verify the validity of reimbursable charges, the C.F.O. may, if necessary, request further substantiation from the Association for all or any part of the charges incurred prior to making payment.
- (4) The City shall not be responsible for reimbursing the Association for any costs associated with providing services to any areas not shown as “eligible roads and streets” in Exhibit “A” attached hereto. These areas are hereby classified as “ineligible areas.”
- (5) The eligible costs shall be paid quarterly in the form of a check made payable to the Association.
- (6) Notwithstanding the foregoing, the City shall not be obligated to reimburse the Association for any costs which would exceed the City’s

costs in directly providing the same services to the Association. To the extent that the City's costs to provide the same services would have been higher than what was paid by the Association, the City shall only reimburse the Association for those costs actually incurred by the Association.

- (7) The C.F.O. shall review any contract(s) submitted pursuant to subsection (2) or (3) of this section so as to ensure that it adequately separates costs to be incurred by the Association which are eligible for reimbursement under this Agreement from costs to be incurred for snow and ice removal from ineligible areas. The C.F.O. shall also determine that such contract shall not allow the contractor to allocate costs for snow and ice removal from ineligible areas to the costs of snow and ice removal along eligible streets within the Association.
- (8) By agreement of the parties, the City's payments of the costs associated with street lighting, to extent required by law, may be made by the City in the form of a direct payment from the City to the Association's utility company.

ARTICLE THREE

The Association's Rights and Obligations

A. The Association shall designate at least one individual to act as the Coordinator who must be a director, officer, trustee, Board member or managing agent of the Association and who shall be responsible for the implementation of this Agreement. The Coordinator's responsibilities shall include, but not be limited to, responding to citizen inquiries, notifying

resident owners of collection schedules, and proper presentation of all collectable material. The City shall be given notice in writing of any change in the appointment of the Association's Coordinator.

B. The designated Coordinator shall be required to attend all meetings pertaining to this Agreement with the City upon reasonable notice.

C. The Coordinator shall inform residents of all notices submitted to the Coordinator by the City. The Coordinator shall cooperate and work with the City to identify and resolve service problems.

D. Until collectable materials are actually collected by the City, the Association and its Coordinator shall be responsible for compliance with all Federal, State and local laws and regulations applicable to the collection of collectable materials hereunder and applicable to health and safety to the extent that such materials are on the Association's premises.

E. In the event the City elects to provide reimbursement, rather than actual services, then the Association shall utilize the reimbursement amounts to pay for the services that the City chooses not to provide. The Association shall provide an accounting to the City on an annual basis on or before February 1st of each year, as to the use of the money paid over to it by the City for the prior year. The Association shall be required to refund to the City any payments in excess of the amounts actually expended or contractually committed by the Association during the accounting period in order to provide for the solid waste and recyclable materials collection services covered by this Agreement.

ARTICLE FOUR

Force Majeure

A. Neither party shall be held to be in default of any obligation or performance under this Agreement, or be liable to the other party, if failure to perform results directly or indirectly from force majeure, and both parties' obligations under this Agreement shall abate, including the obligation to pay hereunder, until such force majeure condition shall terminate.

B. Notice shall be given by one party to the other of any force majeure condition as soon as possible after the occurrence of the event constituting force majeure. The notifying party shall promptly take all reasonable and necessary action to restore said service at the earliest practical date.

ARTICLE FIVE

Limitation of Liability

A. The City shall use its best efforts to assure that all obligations hereunder are met in a timely and complete manner. The City shall not be held liable if the performance of any obligation to the Association is delayed or withheld because of acts or omissions of the Association or of the State of New Jersey or for any other reasons which are beyond the City's control.

B. If due to circumstances beyond the control of the City, any services or reimbursements to be provided as set forth herein cannot be performed on a particular day, the services or reimbursements shall be resumed as soon as practicable and reasonably possible thereafter.

ARTICLE SIX

Corporate Authority

Each individual executing this Agreement on behalf of the Association represents and warrants that he/she is authorized to execute this Agreement on behalf of said corporation and on

behalf of the Association unit owners in accordance with a duly adopted resolution of the Board of Directors of said corporation, and that this Agreement is binding upon said corporation and that the Association is authorized to act on behalf of the Association unit owners in accordance with its terms. The association shall deliver to the City upon execution of this Agreement, a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

ARTICLE SEVEN

Notices

A. Any notice or consent required or permitted hereunder shall be in writing and shall be delivered to the other party by hand or by registered mail, return receipt requested, addressed to the party as set forth below, or to such other address as the said party may have specified by notice given in writing to the other party:

City of Asbury Park
Attn: City Manager
One Municipal Plaza
Asbury Park, NJ 07712

B. Unless it is expressly agreed otherwise, any such written notice or consent shall be deemed to be given when deposited by hand with the party to whom notice is being given, or on the date of receipt or rejection indicated on the certified mail return receipt card.

ARTICLE EIGHT

Insurance and Damage Claims

If applicable, the Association shall be required to pay the cost of the insurance riders required by the City to enable City vehicles to operate on the private roads and streets within the qualified private community. In the event the City elects to provide services in lieu of

reimbursement, the Association shall provide an insurance certificate in accordance with the insurance requirements of the City. The Association shall be solely responsible for any and all damage(s) that may be occasioned to roadways, curbs, mailboxes, storm drains, manholes, stanchions and other appurtenances to the roadway within the qualified private community resulting from the City's performance of snow removal operations and/or other services performed under this Agreement, unless such damage was caused by gross negligence, recklessness or intentional acts on the part of the City, its officials, employees, agents, volunteers or contractors.

ARTICLE NINE

General

A. No delay or failure to exercise any right or remedy under this Agreement will operate to limit, preclude, cancel, or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

B. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE TEN

Modifications

The terms and conditions of this Agreement may not be modified at any time except by mutual agreement of the parties in writing, duly signed by their authorized representative.

ARTICLE ELEVEN

Duration of Agreement

This Agreement to Provide Qualified Private Community Services shall have a duration until December 31, 2022. Thereafter, this Agreement shall be automatically renewed for successive additional one year terms, unless the City gives a minimum of sixty (60) days' notice of its intention not to renew the Agreement prior to the annual renewal date. At that time, the parties shall then have the option to renegotiate all of the terms and conditions of the Agreement. The fact that the City may give notice of its intent not to automatically renew this Agreement shall not be deemed, in any way, as a right to avoid the City's obligations under applicable laws, including but not limited to, the Act.

ARTICLE TWELVE

Entire Agreement

This Agreement constitutes the entire Agreement and understanding between the parties in relation to its subject matter, and supersedes all previous agreements, understandings and representations between the parties.

IN WITNESS WHEREOF, the parties each represent to the other that the individuals executing this Agreement are duly authorized and empowered to sign on their behalf.

ATTEST:

CITY OF ASBURY PARK

MELODY HARTSGROVE,
MUNICIPAL CLERK

MAYOR JOHN B. MOOR

ASSOCIATION:

_____, PRESIDENT

_____, VICE PRESIDENT

_____, TREASURER

_____, SECRETARY

[Affix Corporate Seal and Attach Authorizing Resolution]

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

BE IT REMEMBERED that on this _____ day of _____, before me, the subscriber, personally appeared MELODY HARTSGROVE, who, being by me duly sworn on her oath, did depose and make proof to my satisfaction, that she is the Municipal Clerk of the City of Asbury Park, the municipal corporation named in the within instrument; that John B. Moor is the Mayor of said City; that the execution, as well as the making of this instrument has been duly authorized by the said City; that deponent well knows the corporate seal of said City; and that the seal affixed to said instrument was signed and delivered by said Mayor as and for his voluntary act and deed on behalf of the City, in the presence of deponent, who thereupon subscribed her name thereto as attesting witness.

MELODY HARTSGROVE,
MUNICIPAL CLERK

Sworn and subscribed to before
me on the date aforesaid.

NOTARY PUBLIC

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS:

BE IT REMEMBERED that on this _____ day of _____, before me, the subscriber, personally appeared _____, who, being by me duly sworn upon his/her oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of the Association named in the within instrument; that _____ is the President of said Association; that the execution, as well as the making of this instrument has been duly authorized by a proper Resolution of the Board of Directors of said Association; that the seal affixed to said instrument is the proper corporate seal of the Association; and that said instrument was signed and delivered as and for the voluntary act and deed of said Association, in the presence of _____, who thereupon subscribed his/her name thereto as attesting witness.

[Print Name and Title]

Sworn and subscribed to before
me on the date aforesaid.

NOTARY PUBLIC

EXHIBIT “A”

[The parties recognize and acknowledge that there are no eligible roads and streets located within the qualified private community which is under the control of the Association.]

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made as of the 1st day of January 2021 by and between Visiting Nurse Association Central Jersey (“VNACJ”), Inc. and City of Asbury Park (“Business Associate”). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of VNACJ (“Protected Health Information”), will be handled between Business Associate and VNACJ and with third parties during the term of their Agreement and after its termination.

RECITALS

WHEREAS, VNACJ and Business Associate are parties to an agreement dated January 1, 2022 for the provision of services (the “Agreement”); and

WHEREAS, both VNACJ and Business Associate are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

NOW, THEREFORE, the Parties mutually agree as follows:

- A. **Permitted Uses and Disclosures of Protected Health Information.** Pursuant to the terms of the Services Agreement, Business Associate provides services for VNACJ that may involve the use and disclosure of Protected Health Information. Except as otherwise limited in this Agreement, Business Associate may:
1. use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, VNACJ as specified in the Services Agreement provided that such use or disclosure would not violate the Privacy Rule if done by VNACJ.
 2. use the Protected Health Information in his possession for his proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are required or permitted under state and federal laws, and provided that such Protected Health Information will be held confidentially and used only as required by law or for the purpose for which it was disclosed;
 3. use Protected Health Information to provide Data Aggregation services to VNACJ as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

B. Responsibilities of Business Associate. Unless otherwise limited herein, Business Associate shall:

1. use or disclose information no further than is permitted or required by this Agreement or required by law, and use appropriate safeguards to prevent use or disclosure of information other than as provided by this Agreement;
2. report to VNACJ any use or disclosure of the information other than as permitted or required by this Agreement or required by law;
3. make available protected health information in accordance with 45 C.F.R. § 164.524;
4. make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 C.F.R. 164.526, and make information available to provide an accounting of disclosures pursuant to 45 C.F.R. 164.528;
5. ensure that any agents or subcontractors of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to Protected Health Information;
6. make his internal practices, books and records available to the Secretary of Health and Human Services for purposes of determining VNACJ's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges. and provide access to Protected Health Information in a Designated Record Set, to VNACJ or, as directed by VNACJ, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524;
7. upon prior written request, time and manner designated by VNACJ, make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to VNACJ for purposes of enabling VNACJ to determine the Company's compliance with the terms of this Agreement.

C. Responsibilities of VNAHG with regard to the use and/or disclosure of Protected Health Information by the company, VNACJ hereby agrees:

1. to inform Business Associate of any changes in the form of notice of privacy practices (the "Notice") that VNACJ provides to individuals pursuant to 45 C.F.R. § 164.520, and provide Business Associate a copy of the Notice currently in use.
2. to inform Business Associate of any changes in, or withdrawal of, the consent or authorization provided to VNACJ by individuals pursuant to 45 C.F.R. § 164.506 or § 164.508.

3. to notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of VNACJ under 45 C.F.R. §§ 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by VNACJ.

D. Term and Termination

1. Responsibilities of Business Associate Upon the Termination of the Services Agreement:

- a. Upon the termination of the Services Agreement, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents.
 - b. If it is not feasible for Business Associate to return or destroy said Protected Health Information upon the termination of the Services Agreement, Business Associate will notify VNACJ in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
 - c. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent upon the termination of the Services Agreement, Business Associate will provide a written explanation to VNACJ and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
2. **Term.** The Term of this Agreement shall be effective as of the date hereof. This Agreement shall terminate (1) when all of the Protected Health Information provided by VNACJ to Business Associate, or created or received by Business Associate on behalf of VNACJ, is destroyed or returned to VNACJ, or (2) if it is infeasible to return or destroy Protected health Information, protections are extended to such information, in accordance with Section D(1) of this Agreement.

3. **Termination of Services Agreement for Cause.** The following termination provisions shall apply in addition to the termination provisions specified in the Services Agreement:

- a. Upon VNACJ's knowledge of a material breach of this Agreement by Business Associate, VNACJ shall, upon written notice to Business Associate, provide Business Associate thirty (30) days to cure the breach. If such breach is not cured within said thirty (30) days, VNACJ may thereafter terminate (i) this Agreement and (ii) the Agreement.
- b. If neither termination nor cure are feasible, VNACJ shall report the violation to the Secretary.

E. Indemnification

1. The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulation, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The Parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.

F. Definitions and References

1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
2. Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. §§ 160 and Part 164, subparts A and E.
3. Protected Health Information. Protected Health Information shall have the same meaning as the term protected health information in 45 C.F.R. § 164.501 limited to the information created or received by Company from or on behalf of VNACJ. As defined in 45 C.F.R. § 164.501 Protected Health Information means "individually identifiable health information," including electronic records, paper records and oral communications. Individually Identifiable Information includes information, including demographic information, collected from an individual and: (1) is created or received by a health care

provider, health plan, employer or health care clearing house; and (2) relates to the past, present, or future payment for the provision of health care to and individual; and either identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

4. Secretary. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
5. Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

City of Asbury Park

Visiting Nurse Association Central Jersey, Inc.

(Print)

Thomas Thees_____

By: _____

By: _____

Title: _____

Title: Executive Director

Date: _____

Date: _____

P.L. 1975, c. 127
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
(N.J.A.C. 17:27-3.4)

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

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

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

The contractor or subcontractor, where applicable; will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, N.J.S.A. 10:5-31, et seq. as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions,

that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1, et seq.

To: Visiting Nurse Association Central Jersey, Inc.

I certify that the above information is correct to the best of my knowledge.

Name of Contractor: City of Asbury Park

Signature: _____

Printed Name: _____

Title: _____

Date: _____

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY

AND

THE CITY OF ASBURY PARK

This letter of agreement is made as of the first day of January, 2022 by and between The Visiting Nurse Association of Central Jersey (VNACJ), and the City of Asbury Park, Department of Social Services, for the provision of nursing services to any resident of Asbury Park who may be considered to be psychiatrically or medically “at risk” and in need of services, particularly, the seriously and chronically mentally ill.

Responsibility of the VNACJ

1. Provide a Community Health Nurse (CHN) to the City of Asbury Park, Department of Social Services for Thirty hours (30) per week of nursing services, for 47 weeks.
2. The VNACJ Manager of Public Health will provide clinical supervision to the CHN.
3. The CHN will provide: a) community outreach, b) evaluation, assessment, referral and short-term follow-up of individuals and families, c) appropriate referral and service linkages within the community for health intervention, d) liaison with the County Departments of Health and Human Services and the correction system, e) collaboration with police, code enforcement, fire and EMS personnel.
4. Assure accessible cultural and linguistic information and services as appropriate.
5. Meet with the City’s Director of Social Services and Social Worker to coordinate Service plans.
6. Provide data to assure required project reporting.
7. Assure that the CHN is licensed as a Registered Nurse in the State of New Jersey.

8. Provide adequate liability insurance, naming The City of Asbury Park and the State of New Jersey, Department of Human Services, Division of Mental Health Services, and their employees and agents as additionally insured.
9. Maintain individual client documentation as required by the City of Asbury Park, Department of Social Services, in compliance with the contract-funding source.
10. Assist in compiling required project information in compliance with the contract funding source.
11. Participate in program audits as required.

Responsibility of the City of Asbury Park

1. Be responsible for case management, counseling and administration of the project.
2. Meet with the CHN on a regular basis to assure program coordination.
3. Assure confidentiality of patient files, in compliance with HIPAA; files are to be stored in the computerized record system of the Asbury Park Department of Social Services.
4. Submit necessary reports in compliance with the contract funding source.
5. Provide reimbursement to VNACJ in the amount of \$83,640 payable in monthly increments of \$6970.00.

This agreement shall be in effect from January 1, 2022 through December 31, 2022.

Donna Viero, City Manager

Colleen Nelson, BSN, RN
Vice President of Clinical Operations
for the Children and Family Health
Institute

Date

Date

The Rodgers Group, LLC

PO Box 831
Island Heights, NJ 08732

Date

Invoice #

12/1/2021

7355

Bill To

Asbury Park Police Dept.
Chief David Kelso
1 Municipal Plaza
Asbury Park, NJ 07712

Project

Terms

Maintenance

Net 30

Quantity	Description	Rate	Amount
	Service and Maintenance of the Asbury Park Police Department Accreditation Policy & Files \$11,566 Annually (Year 2 of 3 year accreditation cycle)* One year service and maintenance of all Asbury Park Police Department policies related to the New Jersey State Association of Chiefs of Police accreditation standards. Service and Maintenance to include: Maintaining with consistency, a Rodgers Group, LLC Project Manager who will maintain regular contact with the Asbury Park Police Department related to accreditation. Notifying the Asbury Park Police Department of all updates and rewriting any policies affected by those updates. Maintaining, updating and modifying all Asbury Park Police Department policies related to accreditation so as to ensure they continue to meet the Asbury Park Police Department business needs	11,566.00	11,566.00
Thank you for your business. Please make checks payable to The Rodgers Group, LLC.		Total	

Attachment: THE RODGERS GROUP (2022-82 : Authoring a professional services contract to The Rodgers Group for Police Accreditation)

The Rodgers Group, LLC

PO Box 831
Island Heights, NJ 08732

Date

Invoice #

12/1/2021

7355

Bill To

Asbury Park Police Dept.
Chief David Kelso
1 Municipal Plaza
Asbury Park, NJ 07712

Project

Terms

Maintenance

Net 30

Quantity	Description	Rate	Amount
	and state accreditation standards. Providing specific guidance and oversight to the agencies Accreditation Manager regarding the compilation of "Proofs" related to maintaining accreditation files. Conducting quarterly assessments of the agency's accreditation files to ensure compliance with NJSACOP Standards. Providing oversight and direction for the preparation for the Asbury Park Police Department Re-accreditation efforts. This is the second of three annual installments in this 3 year reaccreditation cycle. *Please note that this invoice contains a 2% increase. PO #21-00467		
Thank you for your business. Please make checks payable to The Rodgers Group, LLC.		Total	\$11,566.00

Attachment: THE RODGERS GROUP (2022-82 : Authoring a professional services contract to The Rodgers Group for Police Accreditation)



Individual Resolutions
Meeting of the Municipal Council
Friday, January 1, 2021
RESOLUTION SUMMARY

2021-34

Attachment: PARKER MCCAY RESO 2021-34 (2022-84 : Amending Contract with Parker McCay for OPRA Consulting Services)



RESOLUTION NO. 2021-34

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

APPOINTING LAW OFFICES OF PARKER MCCAY, P.A. TO SERVE AS OPRA COUNSEL FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) wishes to appoint a licensed attorney/law firm to serve as “OPRA Counsel” for the City for the calendar year 2021; and

WHEREAS, during the term of its appointment, said attorney/law firm shall handle legal issues for the City which relate to Open Public Records Act matters, as well as such other legal matters as may be referred to it from time to time by the City Manager and/or the Mayor and Council (collectively referenced as the “services”); and

WHEREAS, on October 29, 2020, a formal “Request for Qualification” (the (“RFQ”) was issued by the City pursuant to the “Fair and Open” process described in N.J.S.A. 19:44A-20.4, et. Seq., seeking interested firms to provide "OPRA Counsel" for the City; and

WHEREAS, in accordance with the RFQ, the City received and opened proposals from interested firms on November 17, 2020; and

WHEREAS, following review and evaluation of the proposals received, the Mayor and Council have determined to appointed the law firm of Parker McCay, P.A. to serve as the City's "OPRA Counsel" for 2021; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the City Engineer’s services may exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, et seq. (the Pay-to-Play Law); and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on January 1, 2021, and expiring on December 31, 2021, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council;
and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City’s Chief Financial Officer has certified the availability of funds for said contract.

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

1. The law firm of Parker McCay, P.A. is hereby appointed to serve as “OPRA Counsel” for the City for the calendar year 2021.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, a contract between the City and Parker McCay, P.A. for the aforementioned services, for the calendar year 2021, which contract shall be in a form satisfactory to the Municipal Attorney.
3. Said contract is awarded as a “professional service” contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person(s) authorized by law to practice a recognized profession.
4. Parker McCay, P.A. shall be paid an amount not to exceed \$40,000.00 for the services enumerated herein.
5. Notice of the adoption of this Resolution shall be published in a newspaper of general circulation within the City.
6. A certified copy of this Resolution shall be provided to each of the following:
 - a. Parker McCay, P.A.
 - b. Donna M. Vieiro, City Manager
 - c. JoAnn Boos, CMFO, Chief Financial Officer

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-34 which was finally adopted by the City Council at a meeting held on the 1st day of January, 2021

CERTIFIED BY ME THIS 1st DAY OF January, 2021.


 Melody Hartsgrove, City Clerk 1/14/2021

MELODY HARTSGROVE
CITY CLERK

✓ Vote Record - Resolution 2021-34						
☒ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Second	☒	☐	☐	☐
	Yvonne Clayton	Voter	☒	☐	☐	☐
	Jesse Kendle	Mover	☒	☐	☐	☐
	Amy Quinn	Voter	☒	☐	☐	☐
	John Moor	Voter	☒	☐	☐	☐



50 Townsend Drive, Middletown, NJ 07748 Tel/Fax (732) 671-6377

www.BirdsAndGeeseBeware.com Paul@birdsandgeesebeware.com

December 10, 2021

City of Asbury
One Municipal Plaza
Asbury Park, NJ 07712

Re: Goose control - Sunset Park

The following information and proposal will detail our estimate for the above location.

As a public health pest, birds can harbor disease organisms, which may affect people, pets, and domesticated animals. Birds frequently deposit their manure indiscriminately on sidewalks, people, buildings, park benches, statues, and cars. The droppings are not only objectionable to the eye and nose, but can permanently stain and/or cause premature rusting and corrosion of some metal structures and objects. Large amounts of droppings can severely damage and/or kill valuable trees and other vegetation.

More than 60 transmittable diseases (some of which are fatal) are associated with pigeons, starlings and house sparrows. For example:

Histoplasmosis is a respiratory disease that may be fatal. It results from a fungus growing in dried bird droppings.

Cryptococcosis is caused by yeast found in the intestinal tract of pigeons and starlings. The illness often begins as a pulmonary disease and may later affect the central nervous system. Since attics, cupolas, ledges, schools, offices, warehouses, mills, barns, park buildings, signs, etc. are typical roosting and nesting sites, the fungus is apt to be found in these areas.

St. Louis Encephalitis, an inflammation of the nervous system, usually causes drowsiness, headache and fever. It may even result in paralysis, coma or death. St. Louis encephalitis occurs in all age groups but is especially fatal to persons over age 60. The disease is spread by mosquitos, which have fed on infected house sparrow, pigeons and house finches carrying the Group B virus responsible for St. Louis encephalitis.

Salmonellosis often occurs as *food poisoning* and can be traced to pigeons, starlings and sparrows. The disease bacteria are found in bird droppings; dust from droppings can be sucked through ventilators and air conditioners,

contaminating food and cooking surfaces in restaurants, homes and food processing plants.

To provide the control of Geese from your property we recommend the following:

Hazing

We will provide a hazing program using Border Collies. This program will consist of multiple visits per week, seven days a week if needed and at times twice a day varying the times so the geese wont be accustom to a routine. Geese tend to migrate during the colder months and snow covered times. Because geese are always flying and looking for a new safe feeding area. Geese tend to remain in this region all year long.

Because Wild geese are protected under the Migratory Bird Treaty Act we will not harm the Geese, just haze them so they seek other areas to feed, roost and nest.

The goal is to haze the geese enough that they will look for a new nesting and feeding area.

During our service we can provide Egg Addling. This is the process of treating the eggs by shaking, freezing, coating with oil or puncturing the eggs. The land owner/manager is responsible for applying for the permits. Birds Beware Inc will provide this service at

NO ADDITIONAL CHARGE and will be done during our routine service.

We will provide service to:

- Sunset park (located on the West end of Sunset lake
- grass area located on North and South lake banks
- Entire Sunset lake

The cost for this custom Goose hazing program, which includes multiple visits per week is **\$1000.00** per month plus any applicable sales tax.

Egg Addling done at **NO ADDITIONAL CHARGE**

Invoice is emailed at the beginning of the service month.

Sincerely,

Paul Scammacca
Bird Control Specialist

Acceptance signature of proposal and terms

Date



4 Milton Drive
Medford, NJ 08055
856-912-2764
deborah@geesechasers.com

Asbury Park
Traci Lizardi
One Municipal Plaza
Asbury Park, NJ 07712
732-502-5710
Tracy.lizardi@cityofasburypark.com

14 December 2021

Dear Tracy,

Please accept this *Geese Chasers' LLC renewal* proposal for clearing and maintaining a virtually geese free environment year-round for: **Sunset Park, Asbury Park NJ.**

Maintenance Phase: Involves daily visit, as needed, to maintain a virtually geese-free environment year-round. Maintenance is an ongoing program. The Canada goose population in your area is out of control and our maintenance program assures that the geese in the area know that your property is not a safe place for them. Our program triggers the *predatory response* inherent in geese. Also, any migrating geese looking for a place to feed, roost or nest will move on when exposed to our methods.

Cost = \$1079 monthly no tax since you are exempt

Egg Addling is \$85 per nest. We can provide assistance with obtaining free permits.

ON CALL at no extra Charge! GPS tracking available -get an automatic email when we are onsite.

When approved, please sign, scan and email back deborah@geesechasers.com

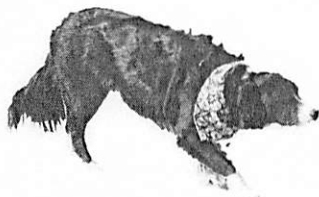
Approved,

Approved,

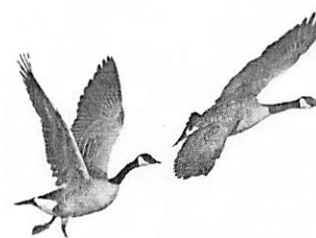
X _____
Deborah N Young/COO

X _____
Asbury Park

Dates of Service: January 1 – December 31, 2022



"THE #1 NAME in GOOSE CONTROL"
www.GeeseChasers.com



Tracy Lizardi

From: Glen Alicchio <GAlicchio@horizonpestcontrol.com>
Sent: Thursday, November 11, 2021 11:06 AM
To: Tracy Lizardi
Subject: [EXTERNAL] Re: [EXTERNAL] geese control

Good morning. Thank you for sending me the geese information. Unfortunately we will not be able to do the service. Unfortunately our products may run off into the lake. Our products are designed to deter the geese and give discomfort when eating the grass. Please don't hesitate to contact us if you need our assistance with other properties. That you. Glen

Glen Alicchio
 Pest Management Consultant
 Horizon Termite and Pest Control
 e: galicchio@horizonpestcontrol.com
 p: 201.465.8971
 w: horizonpestcontrol.com

From: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Sent: Wednesday, November 10, 2021 10:27:52 AM
To: Glen Alicchio <GAlicchio@horizonpestcontrol.com>
Subject: RE: [EXTERNAL] geese control

Good Morning Glen,
 Currently, the City has year round geese services at Sunset Lake, please see the attached copy of a quote (price redacted) received last year.
 The Local Public Contract Laws requires us to obtain quotes for services that are over \$6,600.
 I am looking to obtain a quote for the same services for 2022 to comply with the State laws and to award this service to a vendor effective January 1st.
 Thank you,
 Tracy

Tracy A. Lizardi
 Director of Purchasing
 Assistant CFO
 City of Asbury Park
 One Municipal Plaza
 Asbury Park, NJ 07712
 P:732-502-5710
 tracy.lizardi@cityofasburypark.com

visit, Follow, Sign-up & Watch
www.cityofasburypark.com
 FB @CityofAsburyParkNJ and @inAsburyParkNJ

Attachment: SUNSET LAKE GEESE MANAGEMENT 2022 (2022-85 : Authorizing an agreement for Gesse Management at Sunset Park)



50 Townsend Drive, Middletown, NJ 07748 Tel/Fax (732) 671-6377

www.BirdsAndGeeseBeware.com Paul@birdsandgeesebeware.com

January 4, 2022

Tracy Lizardi
One Municipal Plaza
Asbury Park, NJ 07712

Re: Goose control - Wesley Lake

The following information and proposal will detail our estimate for the above location.

As a public health pest, birds can harbor disease organisms, which may affect people, pets, and domesticated animals. Birds frequently deposit their manure indiscriminately on sidewalks, people, buildings, park benches, statues, and cars. The droppings are not only objectionable to the eye and nose, but can permanently stain and/or cause premature rusting and corrosion of some metal structures and objects. Large amounts of droppings can severely damage and/or kill valuable trees and other vegetation.

More than 60 transmittable diseases (some of which are fatal) are associated with pigeons, starlings and house sparrows. For example:

Histoplasmosis is a respiratory disease that may be fatal. It results from a fungus growing in dried bird droppings.

Cryptococcosis is caused by yeast found in the intestinal tract of pigeons and starlings. The illness often begins as a pulmonary disease and may later affect the central nervous system. Since attics, cupolas, ledges, schools, offices, warehouses, mills, barns, park buildings, signs, etc. are typical roosting and nesting sites, the fungus is apt to be found in these areas.

St. Louis Encephalitis, an inflammation of the nervous system, usually causes drowsiness, headache and fever. It may even result in paralysis, coma or death. St. Louis encephalitis occurs in all age groups but is especially fatal to persons over age 60. The disease is spread by mosquitos, which have fed on infected house sparrow, pigeons and house finches carrying the Group B virus responsible for St. Louis encephalitis.

Salmonellosis often occurs as *food poisoning* and can be traced to pigeons, starlings and sparrows. The disease bacteria are found in bird droppings; dust from droppings can be sucked through ventilators and air conditioners,

contaminating food and cooking surfaces in restaurants, homes and food processing plants.

To provide the control of Geese from your property we recommend the following:

Hazing

We will provide a hazing program using Border Collies. This program will consist of multiple visits per week, seven days a week if needed and at times twice a day varying the times so the geese wont be accustom to a routine. Geese tend to migrate during the colder months and snow covered times. Because geese are always flying and looking for a new safe feeding area. Geese tend to remain in this region all year long.

Because Wild geese are protected under the Migratory Bird Treaty Act we will not harm the Geese, just haze them so they seek other areas to feed, roost and nest.

The goal is to haze the geese enough that they will look for a new nesting and feeding area.

During our service we can provide Egg Addling. This is the process of treating the eggs by shaking, freezing, coating with oil or puncturing the eggs. The land owner/manager is responsible for applying for the permits. Birds Beware Inc will provide this service at

NO ADDITIONAL CHARGE and will be done during our routine service.

We will provide service to Wesley Lake

The cost for this custom Goose hazing program, which includes multiple visits per week is **\$1000.00** per month plus any applicable sales tax.

Egg Addling done at **NO ADDITIONAL CHARGE**

Invoice is emailed at the beginning of the service month.

Sincerely,

Paul Scammacca
Bird Control Specialist

Acceptance signature of proposal and terms

Date



4 Milton Drive
Medford, NJ 08055
856-912-2764
deborah@geesechasers.com

City of Asbury Park
Donna M. Vieiro, City Manager
One Municipal Plaza
Asbury Park, NJ 07712
732-502-5755

Township of Neptune
Vito D. Gadaleta, Business Administrator
25 Neptune Boulevard
Neptune, NJ 07753

14December 2021

Hello,

Please accept this *Geese Chasers' LLC* proposal for clearing and maintaining a virtually geese free environment **year-round** for: **Wesley Lake, Asbury Park, NJ.**

Initial Clearing Phase: Involves daily visit, as needed, for 4 to 12 weeks. This frequent harassment will eventually clear any resident geese from your property and keep them from returning and nesting.

Maintenance Phase: Involves daily visit, as needed, to maintain a virtually geese-free environment year-round. Maintenance is an ongoing program. The Canada goose population in your area is out of control and our maintenance program assures that the geese in the area know that your property is not a safe place for them. Our program triggers the *predatory response* inherent in geese. Also, any migrating geese looking for a place to feed, roost or nest will move on when exposed to our methods.

Cost = \$1299 monthly -no tax since you are exempt- to be split in half for billing

Egg Addling with monthly ongoing service is \$85 per nest. We can provide assistance with obtaining free permits. When approved, please sign, scan and email back deborah@geesechasers.com

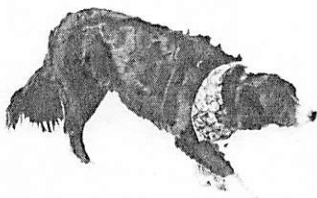
Approved,

X _____
Deborah N Young/COO

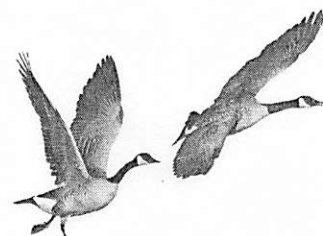
Approved,

X _____
City of Asbury Park / Township Neptune

Dates of service: January 1- December 31 2022



"THE #1 NAME in GOOSE CONTROL"
www.GeeseChasers.com



Tracy Lizardi

From: Deborah Young <deborah@geesechasers.com>
Sent: Tuesday, December 14, 2021 2:04 PM
To: Tracy Lizardi; Vito Gadaleta; Donna Vieiro
Subject: [EXTERNAL] Geese Chasing at Wesley Lake
Attachments: Wesley Lake 2022.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hello,
Do you need a renewal contract for 2022 for Wesley Lake?
I have attached one for your convenience.
We look forward to continuing to service Wesley Lake.
I look forward to your reply,
Deborah

Deborah N Young
856-912-2764
www.geesechasers.com



Attachment: GEESE MANAGEMENT OF WESLEY LAKE (2022-86 : Shared Services Geese Management of Wesley Lake)

QUOTE CONFIRMATION



DEAR JOE DELLARAGIONE,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MNKQ273	1/4/2022	MPSA O365 RENEWAL	0876500	\$31,019.61

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Microsoft Exchange Online Plan 2G - subscription license - 1 user</u> Mfg. Part#: AAA-11628-CCD-12MO UNSPSC: 43233501 Electronic distribution - NO MEDIA Contract: Technology Supplies and Services #ESCNJ18/19-03 (18/19-03)	300	3679004	\$91.67	\$27,501.00
<u>Microsoft Office 365 (Plan G1) - subscription license - 1 user</u> Mfg. Part#: AAA-11646-CCD-12MO UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: Technology Supplies and Services #ESCNJ18/19-03 (18/19-03)	1	3678974	\$91.67	\$91.67
<u>GOV MS MPSA O365 PF3GC P/U</u> Mfg. Part#: AAA-11670-CCD-12mo Electronic distribution - NO MEDIA Contract: Technology Supplies and Services #ESCNJ18/19-03 (18/19-03)	74	5930738	\$46.31	\$3,426.94

PURCHASER BILLING INFO		SUBTOTAL	\$31,019.61
Billing Address: CITY OF ASBURY PARK ACCTS PAYABLE 1 MUNICIPAL PLZ **VOUCHER** ASBURY PARK, NJ 07712-7026 Phone: (732) 775-2100 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$31,019.61
		DELIVER TO Shipping Address: CITY OF ASBURY PARK JOE DELLARAGIONE 1 MUNICIPAL PLZ INFORMATION TECHNOLOGY ASBURY PARK, NJ 07712-7026 Shipping Method: ELECTRONIC DISTRIBUTION	
		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Joe Rewick

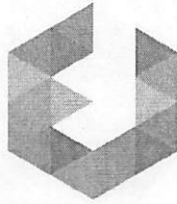
(855) 822-1196

josrewi@cdw.com

Attachment: CDW- OFFICE 365 (2022-87 : Authorizing the Renewal of Office 365 Software)

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



ENGENUITY INFRASTRUCTURE

ENGenuity Infrastructure, LLC
2 Bridge Avenue, Suite 323, Red Bank, NJ 07701
engenuitynj.com
732.741.3176

December 9, 2021

Michael J. Manzella
Deputy City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

**RE: Change Order Recommendation No. 1 & Final
Citywide Wayfinding Project**

Mr. Manzella,

The following is a summary of changes recommended to incorporate into the contract of the Citywide Wayfinding Project as per the As-Built quantities. These items have been reviewed by ENGenuity Infrastructure and are recommended for inclusion into the overall contract. Please note this change is for a contract decrease of \$10,745.00.

Part 1- QUANTITY ADJUSTMENTS

The following items reflect the changes in the final as-built quantities for the project.

PROPOSAL A – BASE BID – Increases

None

PROPOSAL A – BASE BID – Decreases

A9. Borrow Topsoil, 4" Thick	-160 SY @ \$65/SY=\$10,725.00
A10. Fertilizing, Type 'G'	-1 SY @ \$12.00/SY=\$12.00
A11. Straw Mulching	-1 SY @ \$8.00/SY=\$8.00

Part 2 – SUMMARY OF CHANGE ORDER NO. 1 & FINAL

Total Cost of Contract Increases is	\$00.00
Total Cost of Contract Decreases is	<u>-\$10,745.00</u>
The NET change in Change Order #1 & Final is a decrease of	\$10,745.00
Original Contract Amount	\$298,275.00
Change Order NET decrease	<u>-\$10,745.00</u>
Adjusted Final Contract Value	\$287,530.00

Should you have any questions or comments, please do not hesitate to contact this office.

Sincerely,

JACLYN J. FLOR, PE, PP, CME
CONSULTING ENGINEER

ENGENUITY INFRASTRUCTURE
12 BROAD STREET
RED BANK, NJ 07701

SHEET NO. 1 OF 2

CHANGE ORDER NO. 1 & Final

DATE: December 9, 2021

PROJECT: Citywide Wayfinding Project

OWNER: City of Asbury Park

CONTRACTOR: MS Signs, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

A9 BORROW TOPSOIL, 4" THICK
A10 FERTILIZING SEEDING, TYPE 'G'
A11 STRAW MULCHING

EXTRA:

None at this time

SUPPLEMENTARY: None at this time

APPROVAL RECOMMENDED:

Michael MacFarlane
MICHAEL MACFARLANE, PE

ACCEPTED:

Paul Redman

CONTRACTOR:
MS Signs, Inc.

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	N/A	\$0.00
B. TOTAL EXTRAS THIS C.O.	(\$10,745.00)	N/A
C. TOTAL SUPPLEMENTARY THIS C.O.	\$0.00	N/A
TOTALS THIS C.O.	(\$10,745.00)	\$0.00
NET CHANGE THIS CHANGE ORDER		\$10,745.00
PREVIOUS CHANGE ORDERS	\$0.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	(\$10,745.00)	\$0.00
NET CHANGE IN CONTRACT		\$10,745.00

ORIGINAL CONTRACT BID PRICE \$298,275.00

CHANGE ORDERS TO DATE -\$10,745.00

REVISED CONTRACT PRICE \$287,530.00

CHANGE ORDER NO. 1 & Final

SHEET NO. 2 OF 2
PROJECT NO. ASPK-00100

Attachment: CITYWIDE WAYFINDING PROJECT CHANGE ORDER 1 AND FINAL (2022-88 : Change Order #1 and Final for the Citywide

Citywide Wayfinding Project

City of Asbury Park

MS Sigma, Inc.

\$0.05

\$0.05

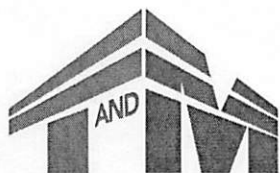
(S10,745.00)

(S10,745.00)

\$0.00

\$0.00

and



YOUR GOALS. OUR MISSION.

ASPK-G2101

January 19, 2022

Via Email

Ms. Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Re: City of Asbury Park
Sunset Lake Park Improvements
Precise Construction, LLC
Change Order Number 2

Dear Ms. Vieiro:

Please find enclosed signed originals of Change Order Number 2 for processing at the next City Council meeting. This Change Order was requested by the City for the contractor to install fourteen (14) concrete lightpole foundations. These foundations were originally anticipated to be installed by the City's Department of Public Works, however, it has been determined that the contractor's price and availability to perform the work will be more expedient and cost effective. This change order represents an increase to the original contract price of 3.64%.

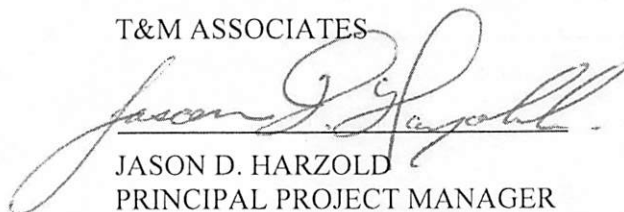
The adjusted contract price for this project will be \$292,533.00. The net change in contract for Change Order Number 2 is \$10,278.00.

No time extension is requested at this time.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

T&M ASSOCIATES



JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

JDH:jdH

Enclosures

Cc: Melody Hartsgrrove, City Clerk (via email)
JoAnn Boos, CFO (via email)
Tracy Lizardi, Purchasing Agent
James Foster, Treasurer (via email)

G:\Projects\ASPK\G2101\Construction\Sunset Lake Park Improvements\Payment\Vieiro_FWM-JDH_Change Order No 2.docx

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-G2101

CHANGE ORDER NO. 2

DATE: January 19, 2021
PROJECT: Sunset Lake Park Improvements Project
OWNER: City of Asbury Park
CONTRACTOR: Precise Construction

DESCRIPTION OF CHANGE:

REDUCTIONS:

S-2 Lightpole Foundations

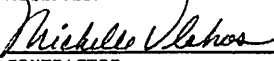
EXTRA:SUPPLEMENTARY:

S-2 Lightpole Foundations (Revised)

APPROVAL RECOMMENDED:


FRANCIS W. MULLAN, P.E., CME
ASBURY PARK CITY ENGINEER

ACCEPTED:


CONTRACTOR:
Precise Construction

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$14,922.00
B. TOTAL EXTRAS THIS C.O.	\$0.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$25,200.00	XXXXXXXXXX
TOTALS THIS C.O.	\$25,200.00	\$14,922.00
NET CHANGE THIS CHANGE ORDER	\$10,278.00	\$0.00
PREVIOUS CHANGE ORDERS	\$21,882.00	\$21,882.00
TOTAL CHANGE ORDERS TO DATE	\$47,082.00	\$36,804.00
NET CHANGE IN CONTRACT	\$10,278.00	\$0.00

ORIGINAL CONTRACT BID PRICE	\$282,255.00
CHANGE ORDERS TO DATE 3.64%	\$10,278.00
REVISED CONTRACT PRICE	\$292,533.00

Attachment: SUNSET LAKE PARK CHANGE ORDER 2 (2022-89 : Change Order #2 for Sunset Lake Park Improvements Project)

PROJECT:	Sunset Lake Park Improvements Project
OWNER:	City of Asbury Park
CONTRACTOR:	Precise Construction

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
REDUCTION	S-1	Lightpole Foundations	14.00 EA	\$1,065.86	\$14,922.00

A.	TOTAL REDUCTIONS	\$14,922.00
-----------	-------------------------	--------------------

E X T R A						\$0.00
						\$0.00

B.	TOTAL EXTRA	\$0.00
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SUPPLEMENTARY	S-2	Lightpole Foundations (Revised)	14.00 EA	\$1,800.00	\$25,200.00

C.	TOTAL SUPPLEMENTARY	\$25,200.00
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CITY OF ASBURY PARK

ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712
(732) 775-2100

NJ TAX EXEMPT**3.D.14.a****PURCHASE ORDER**

THIS NUMBER MUST APPEAR ON ALL INVOICES
PACKING LISTS, CORRESPONDENCE, ETC.

No. 22-00090

ORDER DATE: 01/13/22
REQUISITION NO: T-000109
DELIVERY DATE:
STATE CONTRACT: 20-FLEET-00948
F.O.B. TERMS:

Pg

SHIP TO

PUBLIC MAINTENANCE
9 MAIN STREET
ASBURY PARK, NJ 07712

VENDOR

VENDOR #: EDWTIR

EDWARDS TIRE CO., INC.
P.O. BOX 704
FARMINGDALE, NJ 07727

THIS ORDER IS TAX EXEMPT PER N.J.S.A. 54:32B-9(a)(1) - FEDERAL ID #21-6000035

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	loader new tires DECLARED AN EMERGENCY BY CITY MANAGER 1-12-22	2-01-26-290-000-203 STREETS & ROAD Motor Vehicle	7,080.5600	7,080.
			TOTAL	7,080.

VENDOR DO NOT ACCEPT UNLESS SIGNED:

Date:

1/13/22

Signed:

*John Boos***TERMS AND CONDITIONS**

INVOICES - Invoices for partial shipments shall not be considered due for payment until shipment is completed or balance order has been canceled by us or agreed upon by the Finance Department. Insert invoice number with all correspondence.

PACKING - Damage to any material not packed to insure proper protection to same will be charged to vendor. Packages must be marked plainly with shipper's name and our Purchase Order Number.

DELIVERY - All materials must be shipped prepaid to destination shown on this order. Delivery must be made within reasonable time, or that stated on our order. Failing in which we reserve the right to cancel this order and purchase elsewhere.

TREASURER'S OFFICE COPY**Packet Pg. 140**

Attachment: EDWARDS TIRE - DPW LOADER TIRES (2022-90 : Authoring the emergency purchase of tires for the DPW loader used during

Edwards Tire Co., Inc

P.O. Box 704, Farmingdale, NJ 07727
 Phone: (732) 938-6767 Fax: (732) 938-6671

Retail - Wholesale - National Account - Fleet - Government
Located at: 1640 Wyckoff Rd. Wall, NJ 07719

Bill To:**Ship To:**

CITY OF DPW ASBURY PARK
9 MAIN STREET
ASBURY PARK, NJ 07712

Customer Information	Quote	Additional Information
CITY OF DPW ASBURY PARK 9 MAIN STREET ASBURY PARK, NJ 07712 Acct Number: 32400 P: 732-775-0900 Contact: JIM P: 732 502-4566 GAIL AP Contact: 732 775-8	Date: 1/11/2022 Reference: Q-506455 Salesperson:	PO Number: Work Order#: TAX 22-228117800: NET 30 DAYS: Entered By: Tom McDermott
Diagnostic APP 7490		

Qty	Description	Unit Price	Ext. Price
4.00	005499, 205/R25, VERSABUILT L3 TL, Firestone	1,351.79	5,407.16
4.00	MT/DISMT-OTR ON & OFF	59.95	239.80
	O Ring Package		
4.00	O Ring, Valve Core, Valve Cap	34.95	139.80
4.00	618AV, AIR/WATER VALVE 618AV, Truck Parts	20.95	83.80
4.00	Scrap/OTR 20.5	100.00	400.00
6.00	SERVICE CALL - OTR - Per Hour Rate	135.00	810.00
20.00	Mileage \$1.00 per Mile	0.00	0.00
	Local/State Gov't		
Subtotal:			7,080.56
Total:			\$7,080.56

NJ Statewide Distribution & 24 Hour Commercial Road Service

~ THE FOLLOWING SECURITY AGREEMENT AREA IS CUSTOMIZABLE BY USER ~ I hereby authorize the stated repair work to be done along with the necessary material, and hereby grant [Company Name] permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. [Company Name] is not responsible for loss or damage to vehicles, or articles left in vehicles, in case of fire, theft or any other cause beyond it's control. A 1.5% (18% APR) service charge will be assessed on any amount which becomes delinquent beyond 30 days.

Q-506455 Expiration Date: 5/11/2022
 1/11/2022 2:13 PM Page: 1 Entered By: Tom McDermott

Signature _____

Tracy Lizardi

From: Donna Vieiro
Sent: Wednesday, January 12, 2022 3:43 PM
To: Robert Bianchini
Cc: Tracy Lizardi; JoAnn Boos
Subject: Re: T-000109

I am declaring this an emergency purchase

Thank you,
 Donna

Donna M. Vieiro
 City Manager

On Jan 12, 2022, at 3:37 PM, Robert Bianchini <Robert.Bianchini@cityofasburypark.com> wrote:

Donna can you declare this a emergency.. We use this piece of equipment for loading up the salt trucks and snow removal. I don't feel comfortable waiting for the next council meeting..

From: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
 Sent: Wednesday, January 12, 2022 3:12 PM
 To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>
 Subject: RE: T-000109

I can't split it but only Donna can declare it an emergency

From: Robert Bianchini
 Sent: Wednesday, January 12, 2022 3:03 PM
 To: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com<mailto:Tracy.Lizardi@cityofasburypark.com>>
 Subject: RE: T-000109

Can I break it down into two requisition for \$3540. And just get the two front tires or can I have Donna declare it an emergency. And the only reason I'm asking is this equipment is what we use for loading up the salt trucks in freezing conditions. Let me know what I need to do. Thanks

From: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com<mailto:Tracy.Lizardi@cityofasburypark.com>>
 Sent: Wednesday, January 12, 2022 1:00 PM
 To: Robert Bianchini
 <Robert.Bianchini@cityofasburypark.com<mailto:Robert.Bianchini@cityofasburypark.com>>
 Subject: T-000109

Robert,
 I'm going to need the hard copies of the quotes for the above referenced requisition or have them uploaded in Edmunds.

Attachment: EDWARDS TIRE - DPW LOADER TIRES (2022-90 : Authoring the emergency purchase of tires for the DPW loader used during







Sourcewell

Awarded Contract

Contract #040621-VQI

506 New Brooklyn Road, Williamstown, NJ,
08094

WQ-10218275

2022

Sell To:

Contact Name Robert Bianchini
 Bill To Name City of Asbury Park
 Bill To 1 Municipal Plz
 Ste 1
 Asbury Park, NJ 07712-7066
 USA
 Email robert.bianchini@cityofasburypark.com
 Phone (732) 502-4591
 Mobile (732) 312-7579

Ship To Name City of Asbury Park
 Ship To 1 Municipal Plz
 Ste 1
 Asbury Park, NJ 07712-7066
 USA

Quote Information

Salesperson Steve Molnar
 Salesperson Email smolnar@wastequip.com

Created Date 12/30/2021
 Expiration Date 1/29/2022
 Quote Number WQ-10218275
 Please Reference Quote Number on all
 Purchase Orders

704-936-5600

Product	Product Description	Quantity	Sales Price	Total Price
Container - NJ - 206739NE	30 Cubic Yard Standard Duty Rectangular Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 24" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	1.00	\$6,517.00	\$6,517.00
Container - NJ - 206741NE	20 Cubic Yard Standard Duty Rectangle Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6" x 2" x 3/16" Structural Tubing Main Rails, Walls: 12 gauge with side columns on 24" centers and 3" x 4" x 11 gauge Top Rails, Primed and Painted any Standard Color	1.00	\$5,981.00	\$5,981.00

Payment Terms Net 30 Days if credit has been established
 Shipping Terms FOB Origin

Subtotal \$12,498.00
 Shipping \$472.50
 Tax \$0.00
 Grand Total \$12,970.50

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. V

2025



506 New Brooklyn Road, Williamstown, NJ,
08094
WQ-10218275

Sourcewell 

Awarded Contract

Contract #040621-WQI

the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

**Special Contract
Information**

Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021), and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Attachment: ROLL-OFF CONTAINER QUOTES FOR DPW (2022-91 : Authorizing the purchase of two roll-off containers for DPW)

Quote *2022***Conshohocken Steel Products**

301 Randolph Avenue, Ambler, PA 19002

Robert Bianchini City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712	Phone: 732.312.7579 Email: Robert.bianchini@asburypark.com	Date: 12/21/2021
---	---	----------------------------

Qty	Description	Unit Price	Extended Price
1	20 yd Roll Off Container – general duty spec		\$ 7,265
1	30 yd Roll Off Container – general duty spec		\$ 7,555
Painted: Packer Green Terms: Net 30 with Purchase Order Delivery: 6-8 weeks after receipt of deposit Pricing good for 5 days		Sub Total	
		Delivery Charge	\$ 601
		Total	\$ 15,421

Notes: Customer to provide equipment to offload Containers;

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

Thank you for the opportunity

Shelly Brown
Email: shelly@consho.net

Phone: 856.305.8999
Fax: 856.506.8624

Attachment: ROLL-OFF CONTAINER QUOTES FOR DPW (2022-91 : Authorizing the purchase of two roll-off containers for DPW)

Upgrade – New Feature**C.S. Products Inc.****Roll Off Container Specifications****(Conshohocken Steel Products)****General Duty Spec – Conshohocken Value**

Floor:	3/16" steel plate, 2- piece
Cross Members:	3" structural steel channel 16" spacing with back to back channel at gate end
Side Rails:	3" structural steel channel
Gussets:	3/16" steel plate, every other crossmember, welded solid
Main Rails:	2" x 6" x 3/16" structural steel tube
Doghouse:	3/16 Plate
Hook & Plate:	1" steel plate (hook welded through plate)
Nose Rollers:	4" O.D. mechanical tubing
Front Wheels:	8" x 6" heavy duty steel pipe
Rear Wheels:	8" x 10" heavy duty steel pipe
Top Rails:	3" x 4" x 11 gauge structural steel tube
Sides:	12 gauge steel plate fully welded to top rail and floor plate
Side Posts:	12 gauge steel plate formed, 3" deep x 5" wide – 23" on center, 1" weep holes beneath side posts, 11 side supports each side
Tie Down Bar:	5/8" solid steel round bar
Ladder:	3/4" solid steel round bar
Stabilizer Plates:	3/16" steel plate fully welded, 1 on hinge side
Tailgate:	12 gauge steel plate
Bulkhead:	12 gauge steel plate fully welded to top rail and floor plate
Hinges:	1/2" plate, 8" x 3" on door & 8" x 7" on frame w/removable 1" greasable pin
Latches:	3/4" x 4" steel plate
Gate Plate:	12 ga plate, 5" x 91" welded solid at bottom of tailgate
Paint:	2 coats Heavy Duty Primer and 3 coats Heavy Duty Enamel

Rev: 6/24/2020



35 Route 70 West
Marlton, New Jersey 08053-3099
Tel #856-983-0111 Fax #856-983-7700
Cell #732-320-0452

To: CITY OF ASBURY PARK
9 MAIN STREET
ASBURY, NJ 07712-7000

Attn: EDDIE PAWLICKI

Tel: 732-775-0900

Cell: 732-859-6047

Email: Edward Pawlicki <Edward.Pawlicki@cityofasburypark.com>

2 WEEKS TO DELIVER UPON PO FROM CITY OF ASBURY

Date	1/19/2022
Estimated Delivery	From Receipt of Order
Terms	
F.O.B.	Marlton, NJ
To Be Shipped Via	
Salesman	John Fowler

Quantity		Total
1	NEW "Z SERIES" WORLD LIFT LPG POWERED FORK LIFT MODEL WFGZ50 5,000 LB LIFT @ 24" LOAD CENTER PNEUMATIC TIRES 7.00-12 FRONT & -6.00-9 REAR SOLIDS MAXIMUM HEIGHT 189"-HEIGHT MAST LOWERED 85" FORK FREE LIFT 60"-FORK LENGTH 42" CHASSIS LENGTH 102"-OVERALL WIDTH 45.5" INDUSTRIAL KUBOTA 4 CYLINDER LIQUID PROPANE ENGINE EPA TIER IV COMPLIANT TRANSMISSION POWERSHIFT WINCHING PEDAL & BRAKE PEDAL MAST HIGH VISIBLTY DESIGN W/SIDE THRUST CARRIAGE ROLLERS STEERING FULL HYDROSTATIC POWER STEERING BRAKE SYSTEM HYDRAULIC ACTUADED DRUM & SHOE CONTROL HANDLES MOUNTED ON DASH FOR EASE OF PERFORMANCE TILT STEERING-TURN SIGNALS-DUAL HEADLIGHTS-OVERHEAD GUARD ADJUSTABLE SEAT-BACKUP ALARM& LIGHT-STROBE LIGHT-BRAKE LIGHTS OPTIONAL EQUIPMENT INCLUDED: TRIPLE STAGE MAST SOLID PNEUMATIC TIRES-SIDE SHIFTER-LED LIGHTS WARRANTY 2 YEAR/4000 HRS ENGINE-TRANSMISSION-AXLE WARRANTY 1 YEAR/2000 HRS BASE UNIT COMPONENTS	\$ 33,999.00
Please note terms and conditions on Page 2		

Thank you for the opportunity

John Fowler

TERMS AND CONDITIONS

- **Sale is not final until this purchase order is signed by Seller and Buyer.**
- **No Warranties Express or Implied:** Seller makes no warranties, express or implied by law, as to the product(s) set forth in this purchase order, and Seller specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and any liability for consequential damages, including loss of income.
- **Manufacturer's Price Increase:** Manufacturer has reserved the right to change the price of products to Seller without notice. In the event the price to Seller of the product(s) ordered by Buyer is changed by Manufacturer prior to its delivery to Buyer, Seller reserves the right to change the cash delivery price to Buyer. If the cash delivery price is increased by Seller, Buyer may, if dissatisfied with the higher figure, cancel this order.
- **Delays in Delivery:** Buyer understands and agrees that Seller shall not be held responsible for any loss, damage, detention, delay, or failure to deliver resulting from any cause which is unavoidable or beyond Seller's reasonable control, including, but not limited to, fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot or insurrection, war, any order, decree, law, or regulation of any court, government, or governmental
- **In the event that this purchase order is canceled by mutual written consent of Seller and Buyer, or if Seller is unable to make delivery of said product(s) for any of the reasons specified herein, Seller shall return and Buyer shall accept any of the monies paid for the product(s) in full discharge of any obligations of Seller to Buyer hereunder.**
- **No Modification Unless in Writing:** Buyer agrees that all previous communications between Seller and Buyer, either verbal or written, with reference to the subject matter of this purchase order, are hereby abrogated. Buyer further agrees that no modification hereof shall be binding upon Seller unless said modification is in writing and agreed to and accepted in writing by an officer or authorized representative of Seller.
- **Choice of Law and Forum:** In the event that a dispute arises under this purchase order, Buyer and Seller agree that said dispute shall be governed by the law of the State of New Jersey, and Buyer and Seller agree that the dispute will be adjudicated in the State of New Jersey, and Buyer agrees to submit to jurisdiction of said court.
- **Attorney's Fees:** In the event that Seller turns a dispute arising under this purchase order to an attorney and prevails in said dispute, Buyer understands and agrees that Buyer will be liable for either, at Seller's choice, stipulated attorney's fees in the sum of twenty (20) percent of the unpaid balance of this purchase order, or actual attorney's fees incurred by Seller resolving the dispute to conclusion.

Cherry Valley Tractor Sales
 35 West Route 70
 Marlton, NJ, 08053
www.cherryvalleytractor.com



Modern Group Ltd.
 2501 Durham Road
 Bristol, PA 19007
 267-249-4020
 wiley@moderngroup.com

Back-up alarms, strobe lights and mirrors are available from Modern Group Ltd.

Investment Proposal

Customer:

City of Asbury Park
 9 Main Street
 Asbury Park, NJ 07712

Ship to:

City of Asbury Park
 9 Main Street
 Asbury Park, NJ 07712

Quote To:

Edward Pawlicki

Quote No:

RTW 00744 Revised

Date:

11/12/2021

HYUNDAI NEW SOURCEWELL #-091520-HCE



We are pleased to submit the following quotation for your consideration

(1) Hyundai 25L-7A 5,000 lb. Capacity - Hyundai Engine, IC Pneumatic Tire Forklift

Mast	3 Stage Full Free LH 185" OALH 86"
Attachment	Cascade Sideshifter
Carriage	43.4" Hook Type Carriage with Backrest
Forks	41.3" x 1.8" x 3.9"
Hydraulic Hosing	Internal Hosing for 3rd Valve
Hydraulic Control Valve	3rd Spool Valve with Lever
Hydraulic Levers	Without Hydraulic Finger Tip Control
Overhead Guard	85" High
Tires	Single Solid Drive and Steer Tires
LP Tank Bracket	Swing Out LP Bracket
Warning Device Light	Amber LED Strobe
Rear Work Light	Rear Flood Light
Warranty	36 Months / 4,000 hours Standard Warranty

Standard Equipment

Engine:

Hyundai L4KB 2.4 L engine: 59hp @ 2,300rpm, EPA / CARB Tier IV Final Compliant

Powertrain:

Single speed transmission

Wet disc brakes

Pneumatic Drive Tires and Steer Tires

Hydraulic system:

Power steering

3rd spool valve and lever
Levers on bonnet
Adjustable steering handle angle

Electrical system:
Instrument panel
Back up alarm
OPSS
Front lights
Rear combination lights
Rear handle with horn switch (N/A with Cab)

OHG & Others:
85" height OHG
Rear view mirror
Grammer full suspension seat with orange seat belt
Swing out LP tank bracket

Investment Proposal Price Information

Unit Total Including Accessories:	\$ 30,803.08
Total Equipment And Accessories	\$ 30,803.08
Subtotal	\$ 30,803.08

Subtotal:	\$ 30,803.08
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Total Price :	\$ 30,803.08
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Above price does not include applicable sales tax
Pricing is good for 14 days from date of the proposal.
FOB : Delivered
Delivery: 26-30 Weeks
Terms: Lease/COD

Attachment: DPW FORK LIFT QUOTES (2022-92 : Authorizing the purchase of a Fork Lift for DPW)

*Finance offers are contingent upon credit approval and timely completion of all required documentation. Pricing subject to change prior to commencement. Used equipment subject to availability. All dollar amounts are calculated pre-tax. This proposal is for informational purposes only and is not a commitment by Modern Group or its affiliates to provide equipment or financing. This proposal should not be construed as constituting tax, accounting or legal advice.

The Modern Group Ltd. has assigned its rights, but not its obligations, regarding the purchase of the rental machinery and equipment described below to a qualified intermediary as part of an IRC Section 1031 exchange. This assignment has no effect on your rights or obligations under this agreement.

Terms and Conditions

TERMS AND CONDITIONS OF SALE

This quotation is an offer to enter into a contract based on this quotation and is valid for fourteen (14) days from the date hereof. You may accept this offer only by signing the duplicate copy and returning it to us. There are no provisions with respect to this quotation which are not specified herein. If any term or conditions contained in your order are in addition to or are different from the terms and conditions of this quotation, the terms and conditions of this quotation shall govern. If you submit an order with respect to the subject matter of this quotation, whether in writing or orally, this quotation will constitute the entire contract between us with respect to such subject matter. A purchase order is required.

PRICES

Prices quoted by vendor are subject to change without notice. Vendor's prices in effect at the date of delivery will govern at vendor's option.

ACCEPTANCE OF ORDERS

All orders are subject to acceptance in writing by an officer of the vendor or by the manager of the vendor at its place of business indicated on the face of its quotation order or invoice form. If not so accepted, an order shall be deemed accepted by vendor upon delivery to the first carrier of the article or articles ordered.

DELIVERY

Stated or promised delivery dates are estimates only based upon vendor's best judgement and vendor shall not be responsible for deliveries later than promised regardless of the cause. Deliveries are projected from the date of receipt of an order by the vendor, but if articles to be furnished by vendor are to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of vendor's receipt of complete manufacturing information, including necessary blueprints and specifications, purchaser's acceptance of vendor's blueprints and specification and the exchange of other information necessary for production. If the furnishing of articles on orders accepted by vendor is hindered or prevented by public authority or by the existence of war or other contingencies, including but not limited to, shortage of materials, fires, labor difficulties, accidents, delay in manufacture or transportation, acts of God, embargoes, inability to ship or substantially increased prices or, freight rates, or other causes beyond vendor's control, the obligation to fill or complete such orders shall be excused at vendor's option.

TRANSPORTATION

Prices quoted are net F.O.B. point designated in writing by vendor. When no F.O.B. point is designated in writing by vendor, prices for new articles shall be deemed to be net F.O.B. vendor's place of business at which the order for articles are accepted.

CLAIMS

Vendor's responsibility for the articles shall cease and all risk of loss shall become the purchaser's upon delivery of the articles to the first carrier for shipment to the purchaser or consignee, even though such delivery shall be made prior to the arrival of the articles at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the purchaser or his consignee to the carrier. Vendors shall in no event be responsible for shortages in shipment unless notice of such shortage is given in writing to the vendor within fifteen (15) days after receipt of shipment. Purchaser agrees to hold harmless vendor for any claims, suits, injuries or damages arising from the use of the equipment by purchaser or any of purchaser's employees, agents or contractors. Modern makes no warranties expressed or implied with respect to the equipment purchased here under. Purchaser's warranty rights on new equipment are limited to the terms of the manufacturer's warranty for the equipment. Used equipment offered is subject to prior sale. Warranty for used equipment as shown on proposal.

PAYMENT

Unless otherwise stated, all prices are net cash. Accounts in arrears more than thirty (30) days will bear interest at the highest lawful rate. Checks or promissory notes, if accepted by vendor, will be considered only as additional evidence of the original indebtedness of the purchaser and not in payment thereof. Unless otherwise precluded by law, security title to the articles sold will remain in vendor until all indebtedness of the purchaser shall have been fully paid in cash. In the event of attachment or execution being levied against the articles, the bankruptcy of the purchaser or any default by the purchaser in payments, vendor may seize the property invoiced and all payments made to the date of such repossession shall be considered as rent for the articles. Purchaser agrees to confess judgement against Vendor in the event of default. In the event that purchaser's check or promissory note is ineffective, vendor shall have the right to use purchaser's credit card to pay for the purchase.

LAW GOVERNING

All orders will be governed by the laws of the state where the vendor has its principle executive office.

HOLD HARMLESS AND INDEMNITY

Modern will not be responsible for any incidental or consequential damages caused by the equipment malfunctioning or by Modern's inability to supply on time the equipment or a replacement. Customer agrees to defend and indemnify Modern against all claims for personal injury, property damage, or death, including claims of customers employees, resulting from the use or possession of the equipment.

TAXES

In addition to the prices provided for herein, the purchaser shall pay all federal, state, county and municipal taxes imposed by reason of any sale or lease to which this instrument relates other than taxes upon or measured by net income.

PURCHASER TO FURNISH

Performance by the vendor is subject to the purchaser furnishing a satisfactory priority rating certificate, export license, letter of credit, evidence of financial standing, or any other similar papers necessary for the satisfactory completion of such order.

ASSIGNMENT

Purchaser is hereby notified that Modern Group has assigned its right, but not its obligations, regarding the sale of rental machinery and equipment described herein to a qualified intermediary as part of an IRC Section 1031 exchange. This assignment has no effect on your rights or obligations under this agreement.

ENTIRE AGREEMENT

The final written expression of agreement of the parties shall be the Offer of Sale when accepted by purchaser, either by submission of a purchase order, return of the Offer of Sale with the order blanks completed, or by instructions to ship, or, in the event there has been no Offer of Sale issued, the terms and conditions contained in the invoice shall be the final written expression of agreement. The foregoing together with any attendant prints and specifications, shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guaranties or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party.

CANCELLATIONS

After acceptance, purchaser can only cancel the order upon written consent of vendor. Special application orders are non-cancelable. If vendor permits cancellation of non special application orders, purchaser agrees to pay a restocking charge. If the canceled order entails in-stock items, a flat restocking charge of 15% of the purchase price will be due. Products purchased specifically for the canceled orders shall be charged in accordance with cancellation charges from vendor's supplier plus a 15% handling charge.

Attachment: DPW FORK LIFT QUOTES (2022-92) : Authorizing the purchase of a Fork Lift for DPW)

Revised-01/08

Quote Authorization

Signed and accepted on behalf of:
Modern Group Ltd.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signed and accepted on behalf of:
City of Asbury park

Signature: _____
(SIGNATURE OF AUTHORIZED OFFICER OR REPRESENTATIVE REQUIRED)

Print Name: _____

Title: _____

Date: _____

Quotation prepared by:
Bob Schumody
201-364-1722
11/12/2021

Attachment: DPW FORK LIFT QUOTES (2022-92 : Authorizing the purchase of a Fork Lift for DPW)

Phone: (732)918-8958
Fax: (732)918-2114
www.automatedbuilding.com

3320 Route 66
Neptune, New Jersey 07753

December 21, 2021

Asbury Park Police Department
Attn: Joe Dellaragione

Re: Ductless AC Unit
Dear Mr Dellaragione,

We herein propose the following items as a result our recent conversation and walkthrough.

- Install One (1), 1 Ton ductless split heat-pump unit with 1 Ton condensing unit including:
 - Mount evaporator unit on wall
 - Set condensing unit outside on west wall
 - Supply and install new copper lineset including all insulation, drilling, and fire stopping.
 - Install condensate piping
 - Install condensate pump
 - Supply remote control thermostat
 - Leak check, charge, start-up, and test unit
 - Clean up work area upon completion
 -
- One year parts and labor warranty

Exclusions:

- Line volt power wiring (Power by owner)
- Overtime labor

Total Price as Described..... \$ 6,920.00
Plus tax if applicable

If you have any questions, please call.

Sincerely,

Darrel Golden
Sales Engineer



Air Systems Maintenance

718 Jefferson Ave
Kenilworth, N.J. 07033
Phone - 908.241.1555
Fax - 908.241.8111

Proposal

Proposal No: 20 6171
Date: December 21, 2021

<u>Proposal Submitted To:</u>		<u>Work to be Performed at:</u>	
Bill To:	Asbury Park Police	Location:	Same
Address:	One Municipal Plaza	Address:	
City/State:	Asbury Park NJ 07712	City/State:	
Attention:	Kirby Vargas	Contact:	
Phone Number:	732-749-0130	Phone Number:	
Fax Number:		Fax Number:	<----

Salesperson	Email Address	Project
Mark R.	Mredding@airsystemsmaintenance.com	Shift Commanders Office A/C Install

We hereby propose to furnish materials and perform labor necessary for the completion of the following:

Installation of (1) One 18,000 BTU Ductless Air Conditioning System in the Shift Commanders Office
Install 1 Wall Mounted Air Handler and 1 Condensing Unit Outside in Back of Building
Run Refrigerant Lines and Condensate Removal Piping to Outdoor Location of Condenser
Install Communication Cable Between Indoor and Outdoor Units
Pressure Check Refrigerant Lines With Dry Nitrogen, Evacuate and Charge System, Start Unit and
Verify Proper Operation. Clean Up Work Area Complete Job

EXCLUSIONS:

Overtime labor as extra

Permits as extra

Main Electrical Wiring From Breakers to Outdoor Unit By Others

Price Expires in 30 days

Total.....

\$9,764.00

<u>Proposal Includes:</u>	<u>Acceptance of Proposal:</u>
All material guaranteed as specified and the above work performed in accordance with the drawings and specifications submitted for the sum not to exceed: \$ 9,764.00	The above prices, specifications and conditions are satisfactory and hereby accepted. Your are authorized to complete this contract as specified. Payment will be made as outlined.

Mark Redding Mark Redding, Project Manager Date: December 21, 2021	Signature: _____
	Print Name: _____
	Date Of Acceptance: _____

Attachment: PD AIR CONDITIONING SYSTEM (2022-93 : Authorizing the Purchase of an Air Conditioning System for PD)



Electric Supply

WARSHAUER ELECTRIC SUPPLY TF
800 SHREWSBURY AVE
TINTON FALLS, NJ 07724
Phone 732-741-6400



Quotation

EXPIRATION DATE	QUOTE NUMBER
02/11/2022	S100364482
WARSHAUER ELECTRIC SUPPLY TF 800 SHREWSBURY AVE TINTON FALLS, NJ 07724 Phone 732-741-6400	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

CITY OF ASBURY PARK
ONE MUNICIPALE PLAZA
ASBURY PARK, NJ 07712

CITY OF ASBURY PARK
ONE MUNICIPALE PLAZA
ASBURY PARK, NJ 07712

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
442	Library Park Post Tops		Jeff Black	
WRITER		SHIP VIA	TERMS	SHIP DATE
Colin Casey x4024		TF SOUTH TRUCK	TERM-10TH PROX	12/13/2021
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
6ea	HADC C13739 Fixture		2326.950/ea	13961.70
	Nonstock subject to re-stocking fee			
1ea	HCESC CO-OP MEMBER 34HUNCCP		0.000/ea	0.00
	HCESC-CAT-19-07 LED LIGHTING			
	SUPPLIES & EQUIPMENT			
	Nonstock subject to re-stocking fee			
	THESE ARE THE FIXTURES FOR THE			
	LIBRARY PARK.			
	THIS PRICING IS ONLY GOOD UNTIL			
	2/11/2022			
* Quoted bid price does not include any applicable tax, shipping, or handling charges. * All Quoted Commodities (Pipe, Wire, etc.) valid for 1 Day * Items are subject to a restock fee and freight back to the manufacturer if returned. Items cannot be returned if installed.			Subtotal	13961.70
			S&H Charges	0.00
			Amount Due	13961.70

Attachment: WARSHAUER ELECTRIC - LIGHT QUOTES (2022-94 : Purchase of Lights Needed at Sunset & Library Park)



Electric Supply

WARSHAUER ELECTRIC SUPPLY TF
800 SHREWSBURY AVE
TINTON FALLS, NJ 07724
Phone 732-741-6400



Quotation

EXPIRATION DATE	QUOTE NUMBER
02/11/2022	S100351805
WARSHAUER ELECTRIC SUPPLY TF 800 SHREWSBURY AVE TINTON FALLS, NJ 07724 Phone 732-741-6400	PAGE NO.
	1 of 1

QUOTE TO:

SHIP TO:

CITY OF ASBURY PARK
ONE MUNICIPALE PLAZA
ASBURY PARK, NJ 07712

CITY OF ASBURY PARK
ONE MUNICIPALE PLAZA
ASBURY PARK, NJ 07712

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
442	HCESC COOP PRICE		Jeff Black	
WRITER		SHIP VIA	TERMS	SHIP DATE
Colin Casey x4024		TF SOUTH TRUCK	TERM-10TH PROX	11/12/2021
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
	SHIPPING INSTRUCTIONS PRICED AS PER THE HCESC COOP FOR ASBURY PARK			
14ea	HADC C13739-DWG01 REV D COMPLETE SET-UP Nonstock subject to re-stocking fee		4880.952/ea	68333.33
1ea	HCESC CO-OP MEMBER 34HUNCCP HCESC-CAT-19-07 LED LIGHTING SUPPLIES & EQUIPMENT Nonstock subject to re-stocking fee ABOVE IS AN ENTIRE SET-UP FOR THE SUNSET PARK PROJECT PRICING FOR THIS WILL ONLY BE HELD IF ORDERED IS RELEASED BY 2/11/2022		0.000/ea	0.00
* Quoted bid price does not include any applicable tax, shipping, or handling charges. * All Quoted Commodities (Pipe, Wire, etc.) valid for 1 Day * Items are subject to a restock fee and freight back to the manufacturer if returned. Items cannot be returned if installed.			Subtotal	68333.33
			S&H Charges	0.00
			Amount Due	68333.33

Attachment: WARSHAUER ELECTRIC - LIGHT QUOTES (2022-94 : Purchase of Lights Needed at Sunset & Library Park)

**RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A
DISCHARGE OF MORTGAGE FOR LINDA PETROWSKI FOR PROPERTY
LOCATED AT 1300 FOURTH AVENUE**

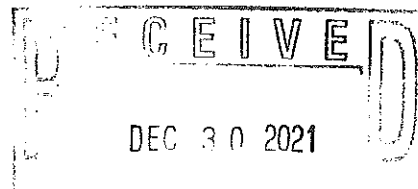
WHEREAS, the City of Asbury Park, through its Regional Contribution Agreement (RCA) Program, executed a mortgage to Linda Petrowski in the total amount of \$24,300, for repairs to 1300 Fourth Avenue, Asbury Park, Block 2105 Lot 9, which was recorded at the Office of Monmouth County Clerk, Book OR-9371, Page 9250; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$24,300 on June 18, 2019 for a period of ten years; and

WHEREAS, Linda Petrowski has vacated or transferred the title of said property and has reimbursed the City \$24,300; and

WHEREAS, Linda Petrowski has satisfied the requirements of said loan and is requesting a Discharge of Mortgage for 1300 Fourth Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage by the City with respect to 1300 Fourth Avenue.



39 Woodland Rd. • Roseland, New Jersey 07068 • 973-226-6555 • 973-226-6171 fax • fortunetitle.com

December 23, 2021

Via Federal Express

City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

File No: 342793FTA
Property Information: 1300 Fourth Avenue
Asbury Park, NJ 07712
Tax Lot(s) 9, Tax Block 2105, City of Asbury Park, Monmouth County, NJ

Dear Donna Vieiro, City Manager

With respect to the above captioned matter, I enclose herewith a check in the amount of \$24,300.00, representing payment for mortgage payoff.

If you have any questions regarding the enclosed, please do not hesitate to contact us.

Sincerely,

Nicole Molinaro

**City of Asbury Park
City Hall
One Municipal Plaza
Asbury Park, NJ 07712**

PROGRAM LIEN PAYOFF

Prepared: December 21, 2021.

For: Linda Petrowski

Address: 1300 Fourth Avenue, Asbury Park, NJ 07712

Program: City of Asbury Park Regional Contribution Agreement Rehabilitation Program.

Program Mortgage Amount: \$24,300.00

Date of Mortgage: June 18, 2019 - recorded in the Monmouth County Clerk's Office on October 3, 2019 Book 9371, Pg. 9250.

Mortgage Terms: Refer to the terms listed in the Mortgage above and as follows:

Borrower agrees to pay the principal (\$24,300.00) with no interest in its entirety upon vacating or the transfer of title of this property prior to the end of the 10 years after completion of the rehabilitation as evidenced by certification from the Housing Inspector of the City of Asbury Park.

Payoff Amount is: \$24,300.00

Payable to: City of Asbury Park

C/O: City of Asbury Park: City Hall. One Municipal Plaza, Asbury Park, NJ 07712

Attn: Donna Vieiro, City Manager.

The Program Lien will be discharged after receipt of payment.

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A DISCHARGE OF
MORTGAGE UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT
HOMEBUYER'S ASSISTANCE PROGRAM

WHEREAS, The City of Asbury Park through it's Homebuyer's Assistance Program executed a mortgage between the City and Luis & Nancy Flores in the amount of \$5,000 for the down payment of a home located at 17 DeWitt Avenue, Block 902 Lot 14.01, Asbury Park; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$5,000 for a period of five years; and

WHEREAS, the mortgage was made on August 10th, 2016 between Luis & Nancy Flores and the City for the purpose of secondary financing of a single-family residential unit and recorded at the Office of Monmouth County Clerk, Book OR-9186, Page 1192; and

WHEREAS, Luis & Nancy Flores has satisfied the requirements of said loan in the amount of \$5,000; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage and Mortgage Note by the City with respect to 17 DeWitt Avenue, in the amount of \$5,000, which has been fully paid or otherwise, satisfied.

**RESOLUTION AUTHORIZING THE REPROGRAMMING OF FUNDS AS A RESULT
OF A SUBSTANTIAL AMENDMENT TO THE CITY'S COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN FOR FISCAL
YEAR 2019**

WHEREAS, the Department of Community Development is proposing to amend its Fiscal Year 2019 Annual Action Plan; and

WHEREAS, HUD requires the City to submit an Annual Action Plan each year, identifying the activities it intends to undertake to address the priorities and specific objectives for housing and community development; and

WHEREAS, the City must hold a public comment period to obtain citizen input on any proposed changes in projects or funding allocations contained in the Action Plan, whenever the proposed changes meet the definition of a Substantial Amendment as outlined in the Citizen Participation Plan; and

WHEREAS, the five-day public comment period applies to CDBG/CV CARES Act projects, whereby grantees may amend Citizen Participation Plans in order to establish and implement expedited procedures with a comment period of no less than 5-days. The City didn't receive any comments from the public during this time period; and

WHEREAS, City staff has identified Community Development Block Grant (CDBG) projects and balances as being available for de-obligation and reprogramming; and

WHEREAS, a total of \$8,473.00 from Fiscal Year 2019, will be de-obligated and reprogrammed to fund the following project.

- Personal Protective Equipment

WHEREAS, the de-obligation and reprogramming of these funds is in accordance with the existing U.S. Department of Housing and Urban Development and Community Development policies; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that the de-obligation and reprogramming of Community Development funds as set forth herein be and the same is hereby approved and authorized.

**CITY OF ASBURY PARK
ORDINANCE NUMBER 2021-36**

BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$2,204,617 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922) OF THE CITY TO FINANCE PART OF THE COST THEREOF

WHEREAS, the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), finally adopted various Bond Ordinances, specifically (a) Bond Ordinance Number 2016-16 on April 27, 2016 (the "2016 Bond Ordinance") and (b) Bond Ordinance Number 2018-4 on February 28, 2018 (the "2018 Bond Ordinance") (collectively, the "Original Ordinances"); and

WHEREAS, following the respective effective date of the Original Ordinances, the City has determined that certain of the capital improvements or purposes set forth in Original Ordinances have either been completed in full or discontinued as a result of events occurring subsequent to the adoption of the Original Ordinances, as applicable; and

WHEREAS, there currently remains on deposit in the City capital accounts excess appropriations allocable to the Original Ordinances in the aggregate amount of \$447,220 (including excess authorization of bonds and notes in the aggregate amount of \$425,922) but no longer necessary to complete the improvements or purposes authorized therein (the "Excess Funds"); and

WHEREAS, the City Council has determined that it is in the best interest of the City to reappropriate the Excess Funds in the aggregate amount of \$447,220 (including the reauthorization of bonds and notes in the aggregate amount of \$425,922) to finance a portion of the various 2021 capital improvements as further detailed in Section 5(a) hereof (the "Project"); and

WHEREAS, the City Council now desires to reappropriate the Excess Funds in the aggregate amount of \$447,220 (including the reauthorization of bonds and notes in the aggregate amount of \$425,922) to undertake a portion of the cost of the Project, which are improvements or purposes for which bonds may be issued, as well as, appropriate additional new monies and authorize additional bonds and notes for said Project; and

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

SECTION 1. The following amounts of Excess Funds in the aggregate amount of \$447,220 (including the reauthorization of bonds and notes in the aggregate amount of \$425,922 and a down payment in the aggregate amount of \$21,298) from the following Original Ordinances are no longer necessary for the purposes for which they were originally appropriated and authorized and are each hereby reappropriated and reauthorized to finance a portion of the improvements and purposes set for in Section 5(a) herein:

<u>Bond Ordinance Number</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>
Bond Ordinance Number 2016-16;	\$286,275	\$272,642	\$13,633
Bond Ordinance Number 2018-4	<u>\$160,945</u>	<u>\$153,280</u>	<u>\$7,665</u>
TOTALS	<u>\$447,220</u>	<u>\$425,922</u>	<u>\$21,298</u>

SECTION 2. The total amount of \$447,220 in Excess Funds is hereby reappropriated (including the reauthorization of bonds and notes in the aggregate amount of \$425,922 and a down payment in the aggregate amount of \$21,298) and shall be used to

finance a portion of the cost of the Project, which are general capital improvements or purposes for which bonds may be issued and which general improvements or purposes are set forth in Section 5(a) herein, and the Original Ordinances, specifically the 2016 Bond Ordinance and the 2018 Bond Ordinance, are each hereby amended to reflect such reappropriation and reauthorization of bonds and notes and the respective amounts set forth in Section 1 hereof are each hereby reappropriated and reauthorized from each of the Original Ordinances to the purposes set forth in Section 5(a) hereof.

SECTION 3. The improvements or purposes described in Section 5 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$2,489,850 (including the reappropriation of \$447,220 and a grant in the amount of \$175,000 from the State of New Jersey Urban Enterprise Zone Program (the "Grant")), said sum being inclusive of the sum of \$110,233 (including the \$21,298 reauthorized amount of down payment) as the aggregate amount of down payments for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payments are now available by virtue of a provision or provisions in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes. Pursuant to N.J.S.A. 40A:2-11(c), as amended and supplemented, no down payment is required for the improvement or purpose set forth in Section 5(a)(i) herein (allocable to the Grant) as a portion of such project is expected to be funded by the Grant.

SECTION 4. For the financing of said improvements or purposes described in Section 5(a) hereof and to meet the part of said \$2,489,850 appropriation not provided for by application hereunder of said down payments and the Grant, negotiable bonds of the City are hereby authorized to be issued in the aggregate principal amount of \$2,204,617 (including the reauthorized amount of \$425,923) pursuant to the Local Bond Law. In anticipation of the issuance

of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in an aggregate principal amount not exceeding \$2,204,617 (including the reauthorized amount of \$425,923) are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 5. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <u>Fire Department</u> – Acquisition and Installation, As Applicable, Of Various Non-Passenger Trucks, Vehicles And Equipment Including, But Not Limited To, An Ambulance, A Ladder Truck, A Command Vehicle And An Aeroclave System;	\$1,690,183 (including the Grant)	\$1,443,031	\$72,152	12.04 Years
(ii) <u>Department of Public Works</u> – Acquisition And Installation, As Applicable, Of Various Non-Passenger Service Vehicles And Trucks, A Forklift, Dumpsters, And A Pole Barn; Various Infrastructure Improvements Including, But Not Limited To, City Facilities And Paving Improvements; And Various Furniture And Equipment For City Hall Offices;	\$450,565	\$429,109	\$21,456	6.54 years
(iii) <u>Information Technology Improvements</u> – Acquisition And Installation, As Applicable, Of Various Equipment Including, But Not Limited To, Digital Video Security Camera, Security Cameras at the Train Station, Computer Hardware And Software, Servers, Air Conditioning Unit Shift Commander, And A Digital Message Board for City Hall Parking Lot; And	\$211,272	\$201,211	\$10,061	7.4 years
(v) <u>Police Department</u> – Acquisition and Installation, As Applicable Of Various Non-Passenger Vehicles (Marked And/Or Unmarked) And Associated Upfittings Including, But Not Limited To, Light Packages.	\$137,830	\$131,266	\$6,564	5 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
Totals	<u>\$2,489,850</u>	<u>\$2,204,617</u>	<u>\$110,233</u>	

(b) The above improvements or purposes set forth in Section 5(a) shall also include, as applicable, all engineering, architectural or design work, construction planning, preparation of plans and specifications, permits, bid documents, inspection and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The aggregate estimated maximum amount of bonds or notes to be issued for said purposes is \$2,204,617 (including the reauthorization of Bonds or Notes in the aggregate amount of \$425,923).

(d) The aggregate estimated cost of said purposes is \$2,489,850 (including the Grant and the reauthorization in the aggregate amount of \$447,220), the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the aggregate down payments and the Grant; and the Chief Financial Officer may reappropriate the amounts among the improvements or purposes set forth in Section 5(a).

SECTION 6. Except for the Grant, in the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. Except for the Grant, in the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2

hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 7. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the City (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8(a). The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 8. The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, is on file in the Office of the City Clerk and is available for public inspection.

SECTION 9. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 5 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 10.13 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the City Clerk and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,778,694 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$497,970 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes herein before described.

SECTION 10. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 11. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 4 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 5 of this bond ordinance. This Section 11 is a declaration of intent within the meaning

and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

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

SECTION 13. The City covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under this bond ordinance.

SECTION 14. Except as expressly amended and supplemented hereby, the Original Ordinances shall remain in full force and effect.

SECTION 15. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

ADOPTED ON FIRST READING
DATED: September 22, 2021

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

ADOPTED ON SECOND READING
DATED: January 26, 2022

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

JOHN MOOR,
Mayor of the City of Asbury Park

**CITY COUNCIL OF THE CITY OF ASBURY PARK
PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on September 22, 2021. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at City Council Chambers, One Municipal Plaza, Asbury Park, New Jersey, on January 26, 2022 at 6:00 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$2,204,617 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922) OF THE CITY TO FINANCE PART OF THE COST THEREOF

Purpose(s): Various 2021 Capital Improvements Throughout The City Including, But Not Limited To, Improvements To, And/Or Acquisition And Installation Of, As Applicable, Various Equipment And Non-Passenger Vehicles for the Police, Fire and Public Works Departments; and City-Wide Information Technology, Infrastructure, Paving And Facility Improvements and Various Furniture and Equipment for City Hall Offices

Appropriation: \$2,489,850 (including the Reappropriation of \$447,220 and the Grant as described below)

Bonds/Notes Authorized: \$2,204,617 (including the Reauthorization of \$425,923)

Grants Appropriated: \$175,000 Grant from the State of New Jersey Urban Enterprise Zone Program

Section 20 Costs: \$497,970

Useful Life: 10.13 years

**MELODY HARTSGROVE,
Clerk of the City of Asbury Park**

Attachment: 2021-36 (4325 : Bond Ordinance Amending 2016-16 and Bond Ordinance 2018-4)

**CITY COUNCIL OF THE CITY OF ASBURY PARK
PUBLIC NOTICE
BOND ORDINANCE STATEMENTS AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey on January 26, 2022 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$2,204,617 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922) OF THE CITY TO FINANCE PART OF THE COST THEREOF

Purpose(s): Various 2021 Capital Improvements Throughout The City Including, But Not Limited To, Improvements To, And/Or Acquisition And Installation Of, As Applicable, Various Equipment And Non-Passenger Vehicles for the Police, Fire and Public Works Departments; and City-Wide Information Technology, Infrastructure, Paving And Facility Improvements and Various Furniture and Equipment for City Hall Offices

Appropriation: \$2,489,850 (including the Reappropriation of \$447,220 and the Grant as described below)

Bonds/Notes Authorized: \$2,204,617 (including the Reauthorization of \$425,923)

Grants Appropriated: \$175,000 Grant from the State of New Jersey Urban Enterprise Zone Program

Section 20 Costs: \$497,970

Useful Life: 10.13 years

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

Attachment: 2021-36 (4325 : Bond Ordinance Amending 2016-16 and Bond Ordinance 2018-4)

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

“BOND ORDINANCE AMENDING BOND ORDINANCE 2016-16 AND BOND ORDINANCE 2018-4 EACH HERETOFORE FINALLY ADOPTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE “CITY”), ON APRIL 27, 2016 AND FEBRUARY 28, 2018, RESPECTIVELY, TO REAPPROPRIATE THE AGGREGATE AMOUNT OF \$447,220 AND REAUTHORIZE BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922; AND PROVIDING FOR VARIOUS 2021 CAPITAL IMPROVEMENTS IN THE CITY APPROPRIATING \$2,489,850 THEREFOR (INCLUDING A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$175,000 AND THE REAPPROPRIATION OF \$447,220) AND AUTHORIZING THE ISSUANCE OF \$2,204,617 BONDS OR NOTES (INCLUDING THE REAUTHORIZATION OF BONDS AND NOTES IN THE AGGREGATE AMOUNT OF \$425,922) OF THE CITY TO FINANCE PART OF THE COST THEREOF”,

there was available as down payments for the improvements or purposes authorized by said bond ordinance \$110,233 (including the reappropriated amount of down payment of \$21,298), which down payments were available by virtue of a provision or provisions in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2022.

JOANN BOOS,
Chief Financial Officer

Attachment: 2021-36 (4325 : Bond Ordinance Amending 2016-16 and Bond Ordinance 2018-4)

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on September 22, 2021 at 6:00 p.m. at City Council Chambers, One Municipal Plaza, Asbury Park, in said County, and that the following was the roll call:

Present:

Absent:

I DO HEREBY FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2022.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

Attachment: 2021-36 (4325 : Bond Ordinance Amending 2016-16 and Bond Ordinance 2018-4)

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on January 26, 2022, at 6:00 p.m. at City Council Chambers, One Municipal Plaza, Asbury Park, in said County, and that the following was the roll call:

Present:

Absent:

I DO HEREBY FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2022.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

Attachment: 2021-36 (4325 : Bond Ordinance Amending 2016-16 and Bond Ordinance 2018-4)

CLERK'S CERTIFICATE

I, MELODY HARTSGROVE, DO HEREBY CERTIFY that I am the Clerk of the City of Asbury Park, in the County of Monmouth (the "City"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the City. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all resolutions and ordinances of the City. The representations made herein are based upon the records of the City. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on September 22, 2021 and finally adopted on January 26, 2022.

2. After introduction, the bond ordinance was published as required by law on _____, 2021 in _____ (the name of the newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the City at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the City who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body. Copies of the bond ordinance were made available to all who requested same.

4. After final passage, the bond ordinance was duly approved by the Mayor on _____, 2022 and was duly published as required by law on _____, 2022 in _____ (the name of the newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of this bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, as applicable.

7. The official seal of the City is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City this ____ day of _____, 2022.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT

I, the undersigned, Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by JoAnn Boos, the Chief Financial Officer as of September 22, 2021, that such Supplemental Debt Statement was filed in my office on or by September 22, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs prior to January 26, 2022.

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

222026998v3

Attachment: 2021-36 (4325 : Bond Ordinance Amending 2016-16 and Bond Ordinance 2018-4)

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2021-37**

**BOND ORDINANCE PROVIDING FOR VARIOUS
TRANSPORTATION UTILITY IMPROVEMENTS, BY AND IN
THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING
\$2,070,000 THEREFOR AND AUTHORIZING THE ISSUANCE
OF \$2,070,000 IN BONDS OR NOTES TO FINANCE THE COST
THEREOF**

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as Transportation Utility improvements or purposes to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"). For the said improvement or purpose stated in Section 3, there is hereby appropriated the sum of \$2,070,000 from the Transportation Utility of the City, said sum being inclusive of all appropriations heretofore made therefor. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), no down payment is required as the Transportation Utility of the City is self-liquidating.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof, negotiable bonds of the Transportation Utility of the City are hereby authorized to be issued in the principal amount of \$2,070,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the City in a principal amount not exceeding \$2,070,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued are various Transportation Utility improvements including, but not limited to, (i) traffic signal and safety improvements at Sunset and Grand Avenues, Asbury and Grand Avenues, and 4th and Grand Avenues, associated road, sidewalk and curb improvements, and acquisition and installation, as applicable, of associated traffic signals, devices and other equipment; and (ii) improvements for the Asbury Park Train Station including, but not limited to, acquisition and installation, as applicable, of two (2) Portland Loo outdoor restrooms and associated plumbing and electrical work.

(b) The estimated maximum amount of bonds or notes to be issued for said improvement or purpose is \$2,070,000.

(c) The estimated cost of said improvement or purpose is \$2,070,000.

(d) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, surveying, inspections, all engineering and design work, architectural work, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and also shall include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto.

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City, for the improvement and purpose authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity, shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to

the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

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

SECTION 6. The capital budget of the Transportation Utility of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs of the Transportation Utility as approved by the Director of the Division of Local Government Services, New Jersey Department of

Community Affairs, will be on file in the Office of the Clerk and will be available for public inspection.

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

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

(b) The average period of usefulness of said improvement or purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 15 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$2,070,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$600,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement hereinbefore described.

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

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

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

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

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

ADOPTED ON FIRST READING
DATED: September 22, 2021

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

ADOPTED ON SECOND READING
DATED: January 26, 2022

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2022.

JOHN MOOR
Mayor

**CITY OF ASBURY PARK
PUBLIC NOTICE
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the City of Asbury Park, in the County of Monmouth, State of New Jersey, on September 22, 2021. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the City Council Chambers, One Municipal Plaza, Asbury Park, in said County on Wednesday, January 26, 2022, at 6:00 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR VARIOUS TRANSPORTATION UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$2,070,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,070,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF
Purpose(s):	Various Transportation Utility Improvements Including, But Not Limited To, (i) Traffic Signal And Safety Improvements At Sunset And Grand Avenues, Asbury And Grand Avenues, And 4th And Grand Avenues, Associated Road, Sidewalk And Curb Improvements, And Acquisition And Installation, As Applicable, Of Associated Traffic Signals, Devices And Other Equipment; And (ii) Improvements For The Asbury Park Train Station Including, But Not Limited To, Acquisition And Installation, As Applicable, Of Two (2) Portland Loo Outdoor Restrooms And Associated Plumbing And Electrical Work
Appropriation:	\$2,070,000
Bonds/Notes Authorized:	\$2,070,000
Grants Appropriated:	None
Section 20 Costs:	\$600,000
Useful Life:	15 years

MELODY HARTSGROVE
Clerk of the City of Asbury Park

Attachment: 2021-37 (4326 : Bond Ordinance Providing for Various Transportation Utility)

**CITY OF ASBURY PARK
PUBLIC NOTICE
BOND ORDINANCE STATEMENTS AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City of Asbury Park, in the County of Monmouth, State of New Jersey on January 26, 2022, and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title:	BOND ORDINANCE PROVIDING FOR VARIOUS TRANSPORTATION UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$2,070,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,070,000 IN BONDS OR NOTES TO FINANCE THE COST THEREOF
Purpose(s):	Various Transportation Utility Improvements Including, But Not Limited To, (i) Traffic Signal And Safety Improvements At Sunset And Grand Avenues, Asbury And Grand Avenues, And 4th And Grand Avenues, Associated Road, Sidewalk And Curb Improvements, And Acquisition And Installation, As Applicable, Of Associated Traffic Signals, Devices And Other Equipment; And (ii) Improvements For The Asbury Park Train Station Including, But Not Limited To, Acquisition And Installation, As Applicable, Of Two (2) Portland Loo Outdoor Restrooms And Associated Plumbing And Electrical Work
Appropriation:	\$2,070,000
Bonds/Notes Authorized:	\$2,070,000
Grants Appropriated:	None
Section 20 Costs:	\$600,000
Useful Life:	15 years

MELODY HARTSGROVE
Clerk of the City of Asbury Park

Attachment: 2021-37 (4326 : Bond Ordinance Providing for Various Transportation Utility)

CERTIFICATE OF INTRODUCTION

I, the undersigned Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on September 22, 2021 at 6:00 p.m. at the City Council Chambers, One Municipal Plaza, Asbury Park, in said County, and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the City and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City as of this ____ day of _____, 2022.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CERTIFICATE OF FINAL ADOPTION

I, the undersigned Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a meeting of the governing body of the City duly called and held on January 26, 2022 at 6:00 p.m. at the City Council Chambers, One Municipal Plaza, Asbury Park, in said County, in said County, and that the following was the roll call:

Present:

Absent:

I DO FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the City and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City as of this ____ day of _____, 2022.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CLERK'S CERTIFICATE

I, MELODY HARTSGROVE, DO HEREBY CERTIFY that I am the Clerk of the City of Asbury Park, in the County of Monmouth (the "City"), State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the City. In such capacity, have the responsibility to maintain the minutes of the meetings of the governing body of the City and the records relative to all resolutions and ordinances of the City. The representations made herein are based upon the records of the City. I DO HEREBY FURTHER CERTIFY THAT:

1. Attached hereto is the bond ordinance introduced on September 22, 2021 and finally adopted on January 26, 2022 and approved by the Mayor, as applicable, on _____, 2022.

2. After introduction, the bond ordinance was published as required by applicable law on _____, 2021 in the _____ (name of newspaper).

3. Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the City at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the City who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the City. Copies of the bond ordinance were made available to all who requested same.

4. After final adoption, the bond ordinance was duly approved by the Mayor of the City (if applicable) and duly published as required by law on _____, 2022 in the _____ (name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has

been presented to the governing body of the City or to me or filed in my office within twenty (20) days after said publication or at any other time after the final adoption thereof.

5. The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

6. A certified copy of the bond ordinance and a copy of the amended capital budget form has been filed with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, as applicable.

7. The official seal of the City is the seal, an impression of which is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City as of this ____ day of _____, 2022.

(SEAL)

MELODY HARTSGROVE,
Clerk of the City of Asbury Park

CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT

I, the undersigned, Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey, DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by JoAnn Boos, the Chief Financial Officer as of September 22, 2021, that such Supplemental Debt Statement was filed in my office on September 22, 2021 and with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs prior to January 26, 2022.

MELODY HARTSGROVE,
Clerk of the City of Asbury Park