



Agenda

Meeting of the Municipal Council
Wednesday, January 27, 2021
VIRTUAL MEETING 6:00 PM

To Join the Zoom Meeting

Dial: +1 929 205 6099

+1 312 626 6799

+1 301 715 8592

Meeting ID: 918 3618 9540

<https://zoom.us/j/91836189540?pwd=VVU3TGdsRW9zcVlsQ1d0WDB2ZFIBZz09>

Passcode: 649091

Optional: View Presentation Slides

**Dial *9 to 'Raise Hand' to speak
(*6 is only used to unmute)**

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

2021-87 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. PILOT Agreements-Review of Request for Amendments-North Beach, Wesley Grove, Post Building, Griffin.
2. Proposed PILOT Agreement-1201 Memorial Drive
3. License Agreements for 525 and 539 Cookman Avenue

B. Attorney-Client Privilege

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

1. Call to Order/Roll Call
3. Silent Prayer/Moment of Reflection
4. Salute to the Flag
5. 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 7, 2020, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items to be Presented:

1. Asbury Park Fire Department Apparatus Request: Rescue 85
2. Storm Water Control Ordinance

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. **Regular Meeting**

A. Public Participation

B. Minutes

- Municipal Council-Executive Meeting Jan. 13, 4:00 PM
- Municipal Council - Regular Meeting - Jan 13, 2021 6:00 PM

C. Individual Resolutions

- 2021-43 Resolution Amending contract authorizing Clarke Caton Hintz to perform various actions from the Master Plan
- 2021-73 Resolution Authorizing the Purchase of a Rescue Truck for the Fire Department
- 2021-88 Resolution Approving Payment of Bills
- 2021-89 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2020 Budget
- 2021-90 Resolution Authorizing the Repairs to the Skylight at the Municipal Building
- 2021-91 Resolution Authorizing the Annual Renewal of Adobe
- 2021-92 Resolution Authorizing Purchase of Access Control Security System at the Transportation Center
- 2021-93 Resolution Authorizing an Annual Service Agreement for Mobile Data Service Coverage
- 2021-94 Authorizing a Renewal Agreement with Passport Labs, Inc. for a Mobile Parking Application
- 2021-95 Resolution Authorizing the Extension for the Transportation of Liquid Sewerage Sludge from AP Waste Water Treatment Plant to PVSC
- 2021-96 Authorizing a Professional Services Contract to Meridian Occupational Health P.C. for Employment Exams and Physicals
- 2021-97 Resolution Authorizing the City of Asbury Park to Enter into A Memorandum of Understanding with The Visiting Nurse Association of Central Jersey Community Health Center, Inc., Regarding the Use of The Asbury Park Senior Center for The Administration of Covid-19 Vaccinations.
- 2021-98 Rejecting Bids for Beach Headquarters
- 2021-99 Resolution to Approve Person to Person Liquor License Transfer-Reduction in Premises- for 210 5th Ave. Venture Urban Renewal, LLC
- 2021-101 Resolution of The Mayor and City Council of The City of Asbury Park Referring A Proposed Revised Stormwater Control Ordinance to The City of Asbury Park Planning Board, And Directing the Planning Board to

Take Certain Actions Pursuant to The New Jersey Municipal Land Use
Law.

2021-102 Resolution Authorizing Appointments to the “Sunset Lake Commission”

D. Adjournment

**RESOLUTION NO. 2021-87****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 27, 2021 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. Contract Negotiations:

1. PILOT Agreements-Review of Request for Amendments-North Beach, Wesley Grove, Post Building, Griffin.
2. Proposed PILOT Agreement-1201 Memorial Drove.
3. License Agreements for 525 and 539 Cookman Avenue.

B. 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

Asbury Park Fire Department Apparatus Request: Rescue 85

What is a Rescue?

- “Technical” Rescues:
 - Ropes/High-Angle
 - Trench Collapses/”Cave-Ins”
 - Building Collapses
- Confined Space Rescues:
 - Utilities/Manholes
 - Sewer Plants/Dedicated OSHA “Rescue Team” for:
 - Asbury Park Sewer Authority
 - By Contract:
 - Two-Rivers Water Reclamation Authority
 - Rumson Borough
 - Ocean Township Sewer Authority



Asbury Park Fire Department Apparatus Request: Rescue 85 Current Apparatus/Staffing?

Firehouse staffing:

- Engine Company: 4 FF/EMT
- Truck Company: 4 FF/EMT
- Shift Commander: 1 BC

Rescue Company is “cross-staffed”

- Truck company “splits” and responds with more than one apparatus

Rescue truck does not need to carry personnel-it is literally a large “toolbox” to transport tools to the scene.



Asbury Park Fire Department

Apparatus Request: Rescue 85 *2020 Maintenance/Down Time*

8385

- Ten instances of “**down time**” maintenance required in 2020.
 - (Four air leaks)
- Resulted in a cost of nearly \$1,000 and over two-weeks of **out-of-service** time.

2020 Road Miles

↓
126

↓
3,312

8375/8377

- Eleven combined instances of “**total**” maintenance in 2020.
- Combined cost of just under \$500 and 9 days **out-of-service** time.

Asbury Park Fire Department Apparatus Request: Rescue 85

The Solution

- Ford F-550, PL/Rescue 1 custom 12'6" light-duty rescue
 - Originally built as a demo: savings to City \$40,000-\$60,000 compared to new
 - Still has an "as new," Ford 3 year/36,000 mile warranty and lifetime electrical warranty from PL/Rescue 1
- 540 cubic feet of usable storage
 - Current rescue: 505 cubic feet
 - \$18,000 in custom tool mounting
 - Less lost/broken equipment
 - Safer
- No extra, unneeded space for personnel...less maintenance



Asbury Park Fire Department

Apparatus Request: Rescue 85 *Questions?*





Minutes
Meeting of the Municipal Council
Wednesday, January 13, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

2021-65 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

A. Call to Order/Roll Call

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

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

MATTERS FROM CITY COUNCIL

Council member Chapman stated, we are continuing to do COVID testing at the transportation center. The next testing date is this Friday, the 15th.

Council member Clayton stated, there will be a moment of unity and remembrance for all those who have been lost to COVID-19. It's going to be Tuesday the 19th at 5:30PM. We are asking the community to turn their lights on, come outside, ring bells, bang pots and pans for a minute and just recognize the losses that have been experienced over the last year. Thank you.

Council member Kendle had no matters at this time.

Deputy Mayor Quinn stated, I know we're still working out all the details, but Asbury is getting a vaccine site at the Senior Center. I want to thank the City staff and the Council for working with the VNA to ensure that not only will we have testing in Asbury, but we will have a vaccine site as well.

Mayor Moor stated, the Senior Freeze application deadline is now February 1st. Anyone who can apply should apply. If you need any information, go to our website. If you need any help you can call me. We got the vaccine started. We see the light at the end of the tunnel but we're still not out of the woods. Everyone please continue to wear their masks.

MATTERS FROM 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 Chapman and seconded by Council member Kendle to open the meeting to the public. All were in favor. The following members of the public spoke: Rita Marano, Ernest Mignoli, Tracy Rogers, Kerry Butch, and Myra Campbell.

A motion to close the meeting to the public was made by Council member Kendle and seconded by Mayor Moor. All were in favor.

MINUTES

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

1. Municipal Council Executive Meeting Dec. 18 10:00 AM
2. Municipal Council - Regular Meeting - Dec 18, 2020 11:00 AM **Accepted**
3. Municipal Council Executive Meeting Dec. 22, 4:00 PM
4. Municipal Council - Regular Meeting - Dec 22, 2020 6:00 PM **Accepted**
5. Municipal Council - Organizational Meeting - Jan 1, 2021 12:00 PM **Accepted**

INDIVIDUAL RESOLUTIONS

- 2021-43 Resolution Amending contract authorizing Clarke Caton Hintz to perform various actions from the Master Plan

RESULT:	TABLED [UNANIMOUS]
	Next: 1/27/2021 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2021-66 Resolution Establishing Standard Procedures and Requirements for Public Comments Made During Remote Meetings of The Mayor and Council of The City of Asbury Park.

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

- 2021-67 Resolution Amending Temporary Budget Appropriations for 2021 Budget

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

- 2021-68 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:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2021-69 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:	Jesse Kendle, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

- 2021-70 Resolution Authorizing the Annual Renewal of All Traffic Solutions Software

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

- 2021-71 Resolution Awarding a Contract for Solid Waste Collection Services to DeLisa Demolition Inc

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

2021-72 Resolution Authorizing the Renewal of Office 365 Software

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

2021-73 Resolution Authorizing the Purchase of a Rescue Truck for the Fire Department

RESULT: TABLED [UNANIMOUS]

Next: 1/27/2021 6:00 PM
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Jesse Kendle, Councilmember
AYES: Chapman, Clayton, Kendle, Quinn, Moor

2021-74 Resolution Authorizing the Purchase of a SUV for Administration

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

2021-75 Resolution Authorizing the Purchase of Two Police Vehicles and Related Equipment

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

2021-76 Resolution Authorizing the Emergency Purchase and Installation of Two Damper Assemblies for the Boilers at the Waste Water Treatment Plant

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

2021-77 Resolution Authorizing Issuance of Duplicate Tax Sale Certificate #19-00001 Block 103 Lot 2 100 Drury Lane

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

2021-78 Resolution Authorizing Cancellation and Refund of Tax Sale Certificate #18-00053 due to Tax Over Bill Block 1005 Lot 1

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

2021-79 Resolution Appointing Members to the City of Asbury Park Green Team

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

2021-80 Resolution Appointing Member to the Planning Board (Class IV)

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

2021-81 Resolution Appointing a Member to the Public Art Commission

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

2021-82 Resolution Authorizing Purchase of Body Armor Vests for the Police Department

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

2021-83 Resolution Authorizing an Employment Agreement Between the City of Asbury Park and The Chief of The Asbury Park Fire Department

RESULT:	ADOPTED [3 TO 2]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	Jesse Kendle, John Moor

2021-84 Resolution Authorizing an Employment Agreement Between the City of Asbury Park and The Deputy Chief of The Asbury Park Police Department

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

2021-85 Resolution Authorizing an Employment Agreement Between the City of Asbury Park and The Chief of The Asbury Park Police Department

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

2021-86 A Resolution Authorizing the Appointment Of Gregory J. Cannon, Esq. To Serve as A Hearing Officer With Respect to A Personnel Matter.

RESULT:	ADOPTED [3 TO 2]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle
NAYS:	Amy Quinn, John Moor

ADJOURNMENT

The meeting was adjourned at 6:39 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 6:39PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Jan 13, 2021 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-43

Extension of contract for Zoning Amendments for 2021



RESOLUTION NO. 2021-43

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

RESOLUTION AMENDING CONTRACT AUTHORIZING CLARKE CATON HINTZ TO PERFORM VARIOUS ACTIONS FROM THE MASTER PLAN

WHEREAS, on May 22, 2019, the Asbury Park Municipal Council awarded a contract for professional services to conduct activities outlined in the Master Plan by the Planning Board Planner Clarke Caton Hintz (CCH) in a not-to-exceed amount of \$51,000 via Resolution 2019-192; and

WHEREAS, in order to complete the work in the scope, the contract not-to- exceed amount needs to be increased; and

WHEREAS, Clarke Caton Hintz's not-to-exceed proposal is attached to this Resolution in an amount of \$8,500.00; and

WHEREAS, under the Local Public Contracts Law, N.J.S.A. 40A:11-15(a)(i) Professional Services contracts can be awarded as the Planning Board has appointed CCH as Board Planners and all contracts shall be awarded by the municipal governing body; and

WHEREAS, the City Manager is hereby authorized to sign any contracts or documents associated with this activity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, amends the contract with Clarke Caton Hintz for professional services in a not-to-exceed amount of \$8,500.00 for completion of actions associated with the implementation of the Master Plan

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

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to advertise this award as required by law.

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. 2021-43 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



CLARCAT-01

A 3.C.1.a

DATE (MM/DD/YYYY)

11/5/2020

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Borden Perlman 250 Phillips Blvd Suite 280 Ewing, NJ 08618	CONTACT NAME: Ashley Avanzato PHONE (A/C, No, Ext): (609) 512-2940 155 FAX (A/C, No): (609) 895-1468 E-MAIL ADDRESS: aavanzato@bordenperlman.com																					
INSURED Clarke Caton Hintz PC 100 Barrack Street Trenton, NJ 08608-2008	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Transportation Insurance Co</td><td>20494</td></tr><tr><td>INSURER B :</td><td>Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C :</td><td>Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER D :</td><td>Travelers Casualty and Surety Co America</td><td>31194</td></tr><tr><td>INSURER E :</td><td>Beazley Insurance Company, Inc</td><td>37540</td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Transportation Insurance Co	20494	INSURER B :	Continental Casualty Company	20443	INSURER C :	Valley Forge Insurance Company	20508	INSURER D :	Travelers Casualty and Surety Co America	31194	INSURER E :	Beazley Insurance Company, Inc	37540	INSURER F :		
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INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			4017846653	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 1,000, DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300, MED EXP (Any one person) \$ 10, PERSONAL & ADV INJURY \$ 1,000, GENERAL AGGREGATE \$ 2,000, PRODUCTS - COMP/OP AGG \$ 2,000, POLLUTION LIAB \$ 1,000,
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			4017846653	11/9/2020	11/9/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000, BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			4017846801	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 5,000, AGGREGATE \$ 5,000, \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4017975167	11/9/2020	11/9/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000, E.L. DISEASE - EA EMPLOYEE \$ 1,000, E.L. DISEASE - POLICY LIMIT \$ 1,000,
D	Employment Practices			106924206	11/9/2020	11/9/2021	Per Claim \$ 1,000,
E	Cyber Liability			V208EA190301	11/9/2020	11/9/2021	Aggregate Limit \$ 1,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **12/31/2019** **3.C.1.b**

PRODUCER WHITEHORN FINANCIAL GROUP INC 29 Main Street, 2nd Floor Madison, NJ 07940 (973) 564-9330		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Clarke Caton Hintz 100 Barrack Street Trenton, NJ 08608		INSURERS AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC# 20443

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$
		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$				EACH OCCURRENCE AGGREGATE 	\$ \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$ \$ \$
		OTHER Errors and Omissions	AEH 28-828-00-65	01/06/20	01/06/21	\$2,000,000 Per Claim and Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Maurice Andrews</i>
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Clarke Caton Hintz

Architecture
Planning
Landscape Architecture

Michele Alonso
Asbury Park City Director of Planning and Redevelopment
Municipal Plaza
Asbury Park, NJ 07712

January 19, 2021

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel: 609 883 8383
Fax: 609 883 4044

**Re: Proposal for Additional Professional Planning Services
for Revisions to Chapter 30, Land Development Ordinance**

Dear Ms. Alonso,

Pursuant to your request, please find this proposal for additional professional planning services to continue to assist Asbury Park to update and revise Chapter 30 Land Development of the City Code to reflect the recommendations from the 2017 Asbury Park Master Plan/ Master Plan Reexamination Report. This proposal reflects our discussion where I notified you that we have exceeded the maximum number of anticipated meetings as spelled out in our original proposal (10 meetings total). Furthermore, the additional meetings have and will result in additional work in coordination of input, preparation and revisions in order to complete the ordinances.

Additional Meetings: In consultation with you, four (4) more additional meetings are anticipated to be warranted. This will include preparation for meetings, attendance and revisions to the draft ordinances in order to respond to comments and recommendations from the public, Planning Board and City Council. As we have not yet reached the City Council for hearings, it is difficult to assess the extent or nature of work that may be required once those hearings begin. However, I have estimated the effort in order to provide a cost for work through an additional four (4) meetings.

Draft Ordinances: Our original proposal included up to one (1) draft and up to two (2) revisions of draft ordinances. We have already exceeded the number of revisions to the ordinances anticipated in our original scope and we have segregated our invoices already (as we discussed) to show this additional work. We will prepare up to two (2) revisions of the current draft ordinances.

Philip Caton, FAICP
John Hatch, FAIA
George Hibbs, AIA
Brian Slauch, AICP
Michael Sullivan, AICP

Emeriti

John Clarke, FAIA
Carl Hintz, AICP, ASLA

Clarke Caton Hintz

Not to Exceed Cost: \$8,500.00

As with the project thus far, it is assumed that CCH would conduct our work in close coordination with your office and the Planning Board (and the ordinance committee) and as directed by you. This scope will include attendance at up to four (4) meetings (Planning Board, City Council and Ordinance Committee) and the preparation of up to two (2) revisions of the ordinance.

This budget is inclusive of all reimbursable expenses.

I'm happy to coordinate with you on ways to minimize costs to the City through any efficiencies you see could be achieved. Please do not hesitate to contact me if you have any questions or if you would like to discuss this matter further.

Sincerely,

Clarke Caton Hintz, by:



Michael Sullivan, ASLA, AICP
Principal



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-73

Resolution authorizing the purchase of a Ford Chassis Rescue Truck for the FD utilizing the Houston-Galveston Co-Op



RESOLUTION NO. 2021-73

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

RESOLUTION AUTHORIZING THE PURCHASE OF A RESCUE TRUCK FOR THE FIRE DEPARTMENT

WHEREAS, the City has a need to purchase a Ford Chassis Rescue truck for the Fire Department; and

WHEREAS, the City has obtained the attached quote from P.L.Custom Body & Equipment Co., Inc. totaling \$190,000.00 for a Ford Chassis Walk-Around Rescue Truck from the Houston-Galveston Area Council (H-GAC) National Cooperative Contract Number AM 10-110 in which the City is a member with a membership number of ILC18-6583; and

WHEREAS, the City of Asbury Park is desirous of awarding the purchase to the vendor in an amount listed above and is authorized to purchase from national cooperatives as outlined in LFN 2012-10; and

WHEREAS, no fund shall be expended until N.J.S.A.40A: 2-18 Bond Ordinance Effective Date is met; and

WHEREAS, the City Clerk shall advertise this award as per the requirements of LFN 2012-10; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-180-002. The maximum dollar value of the pending contract is as stated 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 the purchase of an Ford Chassis Walk-Around Rescue Truck for a total amount of \$190,00.00 from P.L.Custom Body & Equipment Co., Inc; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that no fund shall be expended until N.J.S.A.40A: 2-18 Bond Ordinance Effective Date is met

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

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. 2021-73 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

CERTIFIED BY ME THIS 13th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract
No.:

AM10-20

Date
Prepared:

11/16/20

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Asbury Park	Contractor:	P.L.Custom Body & Equipment Co., Inc.
Contact Person:	Chief Kevin Keddy	Prepared By:	Jamey Pallitto
Phone:	732-775-2100	Phone:	732-223-1411
Fax:		Fax:	732-223-1164
Email:	kevin.keddy@cityofasburypark.com	Email:	jpallitto@njev.net

Product Code:	WB14	Description:	Walk-Around 12'-6" Rescue, Ford Chassis
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

229,700

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

[illegible]

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
See Additional Sheets		Subtotal From Additional Sheet(s):	18,400
		Subtotal C:	18,400

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	279,558.00	=	Subtotal D:	279,558
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E. H-GAC Order Processing Charge (Amount Per Current Policy)	
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Subtotal E:	1,000
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F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Rescue 1 Repeat Customer Discount	(25,000.00)		
NJEV Repeat Customer Discount	(25,000.00)		
Stock Vehicle Discount	(40,558.00)		
		Subtotal F:	(90,558)

Delivery Date:

Within 60days from receipt of
Purchase Order.

G. Total Purchase Price (D+E+F):

190,000.

11/16/2020	City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712		PL Custom Emergency Vehicles 2201 Atlantic Avenue Manasquan, NJ 08736		
	PUBLISHED OPTIONS		WB14		
Part No	Description			Qty	Published Options
	== 14'6 Walk Around Commercial - 33.000 ==				
	Rescue 1 -New Units - Release 33.00 (For QW Ver.10 Software)				
13-86-3000	Equipment Mounting each			36	\$18,000.00
16-30-1500	License Plate Holder w/LED Lt,Cast Prod Polish, Lt Side Body			1	\$150.00
16-36-1010	DEF Fill Housing, Cast products, Polished (F-Series)			1	\$95.00
42-20-4660	Compartment Open Light, Whelen Vertex Red, Ceiling			1	\$150.00
43-40-1T10	LED Upper Lights, Programmable Non-Synchronized Flash Pattern			1	\$150.00
43-40-1T30	LED Lower Lights, Programmable Non-synchronized Flashing Pattern			1	\$250.00
43-49-8000	(2) Whelen 7x3 Super-LED, Red -Fender, (w-cast flange)			1	\$500.00
43-49-8010	(2) Lower Whelen 500 LED-Grille Light -(2)Red			1	\$350.00
43-49-8020	Lower Grille Flange - F-Series, Fit Specific (pair)			1	\$125.00
44-30-6500	Cab Step ground Illumination Lights, Whelen Super LED			1	\$610.00
44-40-7800	Under Body Ground Lights, On with parking brake			1	\$175.00
48-15-0900	Federal Back-Up Camera w/ 5.6" Flat Panel LCD Monitor			1	\$1,128.00
51-20-4700	Shoreline, Super Auto-Eject 20 amp, Body			1	\$425.00
62-30-2000	Paint Vehicle Rims - Should replace above			1	\$2,500.00
646-70-1012	Lettering Allowance			1	\$6,000.00
65-40-1250	Black Reflective Stripe 4", Straight Beltline			1	\$850.00
			Total		\$31,458.00

Attachment: PL CUSTOM - FD RESCUE TRUCK QUOTE (2021-73 : Authorizing the purchase of a rescue truck for the fire department)

11/16/2020	City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712		PL Custom Emergency Vehicles 2201 Atlantic Avenue Manasquan, NJ 08736	
	<u>UNPUBLISHED OPTIONS</u>		WB14	
Part No	Description		Qty	Un Published Options
	= 14'6 Walk Around Commercial - 33.000 == Rescue 1 -New Units - Release 33.00 (For QW Ver.10 Software)			
12-RB-R012	COMPARTMENT REAR, RB-2		1	\$5,000.00
15-10-4000	Front body panel, painted		1	\$150.00
15-90-S001	Rub-Rails, Black Polyurethane		1	\$650.00
43-40-R122	Whelen Justice NFPA Lightbar, 56"		1	\$2,628.00
43-40-R148	Whelen Custom Lighting, Upper, Black Flanges		1	\$1,680.00
43-40-R149	Whelen Custom Lighting, Lower, Black Flanges		1	\$1,680.00
44-27-R017	Stop/Tail, (2) Whelen 600 Series Super LED, Clear Lens, Black Flange		1	\$194.00
44-27-R018	Back-up, (2) Whelen 600 Series, Clear Lens, Black Flange		1	\$330.00
44-27-R019	Directional, (2) Whelen 600 Series Super LED, Arrow, Clear Lens, Black Flange		1	\$128.00
46-60-R024	Compartment Lights, 40" Dover LED Strip Light , (2) Per Compartment		8	\$2,000.00
46-60-R025	Compartment Lighths 20" Dover LED Strip Light, (2) Per Compartment		2	\$360.00
62-65-1000	Urethane Coating, Components, Black		1	\$2,000.00
62-65-1100	Urethane Coating, Compartment Floors, Black		1	\$6,400.00
65-60-S001	Red/Yellow Chevron design, rear body 6", n/door		1	\$1,200.00
75-05-0100	Ford F550 Two Door 4x4 Cab		1	-\$6,000.00
		Total		\$18,400.00



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-88



RESOLUTION NO. 2021-88

**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 \$2,587,671.68

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	\$ 771,921.91
BOARD OF EDUCATION	866,621.00
DEBT SERVICE	479,702.79
NJ STATE HEALTH BENEFITS	<u>469,425.98</u>
 TOTAL VOUCHERS	 \$ <u>2,587,671.68</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. 2021-88 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

January 21, 2021
09:18 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.3.a

P.O. Type: Contract Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 0-First to 1-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/21 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

0-01-20-100-000-201	ADMINISTRATION	General Plant				
GEECHA	GEESE CHASERS, LLC	20-02674	4TH QTR 2020 CLEARING AND	1,079.00	0.00	B
TMASSO	T & M ASSOCIATES	20-03159	SURVEYING SERVICES AT 200	844.50	0.00	B
NJLEAMUN	NJ LEAGUE OF MUNICIPALITIES	20-03341	Tran. Ad and Pub. Fac. Ad	320.00	0.00	
WBMASON	W.B.MASON CO., INC.	20-03391	office supplies	54.36	0.00	
CGPHL005	CGP&H, LLC	20-03425	INVOICE #39520 NOVEMBER 2020	319.00	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	20-03466	Invoice 2454 Review Rent Ord.	1,988.00	0.00	
CGPHL005	CGP&H, LLC	21-00049	INVOICE #39765 DECEMBER 2020	299.00	0.00	
KEPSPR	KEPWELL SPRING WATER	21-00078	#115780 DECEMBER 2020	14.00	0.00	
				4,917.86		

0-01-20-100-000-209	ADMINISTRATION	Fees				
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	21-00026	Invoice 2465 DECEMBER 2020	745.50	0.00	
		Extd Total: ADMINISTRATION		5,663.36		
		Department Total: ADMINISTRATION		5,663.36		

Department: HUMAN RESOURCE
Extd: HUMAN RESOURCES

0-01-20-105-000-299	HUMAN RESOURCES	Misc.				
LAWOFFS	LAW OFFICE OF STEVEN S.	21-00068	SERVICES FOR DECEMBER 2020	6,000.00	0.00	
		Extd Total: HUMAN RESOURCES		6,000.00		
		Department Total: HUMAN RESOURCE		6,000.00		

Department: MUNIC CLERK
Extd: MUNICIPAL CLERK

0-01-20-120-000-202	MUNICIPAL CLERK	Office Supplies				
CRAPRI	CRAFTMASTER PRINTING, INC.	20-03419	License Paper/Dog Postcards	456.39	0.00	

0-01-20-120-000-217	MUNICIPAL CLERK	Ads&Promotion				
THECOA	THE NEW COASTER, LLC	20-03436	LEGAL ADS 12/17/2020	58.21	0.00	
ASBPAK	ASBURY PARK PRESS	20-03458	LEGAL AD ORD# 2020-29, 28	118.60	0.00	
ASBPAK	ASBURY PARK PRESS	21-00087	ORD 2020-25, 2020-26, 2020-27	142.80	0.00	
ASBPAK	ASBURY PARK PRESS	21-00088	ORD 2020-28, 2020-29, 2020-30	121.75	0.00	
ASBPAK	ASBURY PARK PRESS	21-00089	2021ReOrg Notice,2021Mtg dates	58.40	0.00	
ASBPAK	ASBURY PARK PRESS	21-00090	#4511079 SpecialMeeting Notice	47.15	0.00	
NJADV	NJ ADVANCE MEDIA LLC	21-00107	ORD 2020-28, 2020-29, 2020-30	415.28	0.00	

Attachment: Bill List 1-27-21 (2021-88 : Payment of Bills)

January 21, 2021
09:18 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.3.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-20-120-000-217	MUNICIPAL CLERK		Ads&Promotion Continued			
NJADV NJ ADVANCE MEDIA LLC		21-00108	special mtg 2021ReOrg MtgNotic	88.35	0.00	
				1,050.54		
	Extd Total: MUNICIPAL CLERK			1,506.93		
	Department Total: MUNIC CLERK			1,506.93		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
0-01-20-130-000-201	FINANCE General Plant					
ASBPAK ASBURY PARK PRESS		20-03131	ADDENDA #1 SOLID WASTE &	60.20	0.00	
NJADV NJ ADVANCE MEDIA LLC		20-03329	ADDENDA #3 SOLID WASTE &	212.45	0.00	
READR005 READYREFRESH BY NESTLE		21-00077	#5050001326 DECEMBER 2020	39.52	0.00	
				312.17		
0-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.		20-03309	YEAR END SUPPLIES NEEDED	392.10	0.00	
WBMASON W.B.MASON CO., INC.		20-03437	SUPPLIES FOR FINANCE	337.85	0.00	
				729.95		
0-01-20-130-000-223	FINANCE Condo Reimbursements					
300SEV 300 SEVENTH AVENUE CONDOMINIUM		20-03467	3rd & 4th Q Trash Reimb.	1,956.00	0.00	
ASBUR020 ASBURY COMMONS CONDOMINIUM		20-03468	3rd & 4th Q Trash Reimb.	1,239.12	0.00	
ASBUR010 ASBURY PARK PLACE CONDOMINIUM		20-03469	3rd & 4th Q Trash Reimb	2,336.04	0.00	
ASBUR015 ASBURY TERRACE CONDOMINIUM		20-03470	3rd & 4th Q. Trash Reimb.	1,662.42	0.00	
CAPRI005 CAPRI TERRACE CONDOMINIUM		20-03471	3rd & 4th Q Trash Reimb	1,792.20	0.00	
EUREK005 EUREKA CONDOMINIUM		20-03472	3rd & 4th Q trash reimb.	1,775.22	0.00	
SOUTH005 SOUTH GRAND CONDOMINIUM		20-03473	3rd & 4th Q 2020 Trash Reimb	1,923.60	0.00	
THEES005 THE ESPLANADE CONDOMINIUM		20-03474	3rd & 4th Q Trash Reimb	3,986.10	0.00	
THELO005 THE LOFTS AT ASBURY PARK		20-03475	3rd & 4th Q Trash Reim.	3,481.84	0.00	
THEMO005 THE MONROE CONDOMINIUM		20-03476	3rd & 4th q. trash reimb	2,610.00	0.00	
THESA005 THE SANTANDER ASSOCIATION INC		20-03477	3rd & 4th Q Trash Reimb.	6,414.84	0.00	
VIVEA005 VIVE ASBURY PARK CONDOMINIUM		20-03478	3rd & 4th Q Trash Reimb.	3,678.27	0.00	
PHISEA PHILLIPS SEAVIEW TOWER		21-00030	3rd Q 2020 Trash Reimb.	17,372.17	0.00	
STJAM ST. JAMES CONDO ASSOCIATION		21-00031	St. James 3rd & 4th Q trash	19,281.52	0.00	
1501OCE 1501 Ocean Av. Condo Assoc. Inc		21-00043	4th Q Trash Reimb.	4,389.00	0.00	
				73,898.34		
	Extd Total: FINANCIAL ADMINISTRATION			74,940.46		
	Department Total: FINANCE			74,940.46		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
0-01-20-140-000-218	COMPUTERIZED DATA PROC. General Plant					
SHIINT SHI INTERNATIONAL CORP		20-01768	Q#19020093 MERCANTILE MODULE	6,500.00	0.00	
CDWGOV CDW GOVERNMENT INC.		20-02864	Q#LRTF549 - OneDrive Expansion	46.31	0.00	
ATECSEC A+ TECHNOLOGY & SECURITY		20-02908	Q#ES25470 Open PO for Maint.	477.20	0.00	B
SHIINT SHI INTERNATIONAL CORP		20-02984	Q#19600138 - Email Archiver	2,445.44	0.00	
AMAZO005 AMAZON.COM SERVICES		20-03365	Badge Accessories	70.99	0.00	
PDQCO005 PDQ.COM CORPORATION		20-03427	Q#A6827E PDQ SOFTWARE RENEWAL	900.00	0.00	

Attachment: Bill List 1-27-21 (2021-88 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-20-140-000-218 CDWGOV CDW GOVERNMENT INC.	COMPUTERIZED DATA PROC. General Plant Continued 20-03465 Q#1C3NTHJ - Parking Office			35.96 10,475.90	0.00	
Extd Total: COMPUTERIZED DATA PROCESSING				10,475.90		
Department Total: COMPUTER MIS				10,475.90		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
0-01-20-145-000-202 KINTINC KINTECH, INC.	TAX REV ADMIN Office Supplies 20-01694 E#15760 Q3 ESTIMATED TAX BILLS			280.90	0.00	
0-01-20-145-000-209 ROKIND R.O.K. INDUSTRIES, INC.	TAX REV ADMIN Fees 20-03354 2020 TAX SALE -LIEN ADVERTISED			13,035.00	0.00	
0-01-20-145-000-212 PATMART PATRICIA MARTUSCELLI	TAX REV ADMIN Dues,Subscript. 20-03407 NOTARY REIMBURSEMENT			153.35	0.00	
PATMART PATRICIA MARTUSCELLI	20-03409 CTC RENEWAL REIMBURSEMENT			50.00	0.00	
				203.35		
Extd Total: TAX REVENUE ADMINISTRATION				13,519.25		
Department Total: TAX REV ADMIN				13,519.25		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
0-01-20-150-000-209 HARHAU HARRY HAUSHALTER	TAX ASSESSOR Fees 20-03298 SERVICES RENDERED OCT 2020			1,430.00	0.00	
HARHAU HARRY HAUSHALTER	20-03395 INVOICE #1128 NOVEMBER 2020			1,040.00	0.00	
BRBVAL BRB VALUATION & CONSULTING	20-03480 BRB Valuation			2,000.00	0.00	
				4,470.00		
Extd Total: TAX ASSESSOR				4,470.00		
Department Total: TAX ASSESSOR				4,470.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
0-01-20-151-000-299 KINTINC KINTECH, INC.	DIRECTOR OF COMMUNICATIONS - Misc Exp 20-02662 #15869 Fall Newsletter			401.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.	20-02822 2021 Calendar Printing			12,808.00	0.00	
KINTINC KINTECH, INC.	20-03074 E#15930 2021 CALENDAR MAILING			420.01	0.00	
SHIINT SHI INTERNATIONAL CORP	20-03075 #19587609 ANNUAL WEBSITE FEE			3,500.00	0.00	
				17,129.01		
Extd Total: DIRECTOR OF COMMUNICATIONS				17,129.01		
Department Total: DIRECTOR OF COMMUNICATIONS				17,129.01		

Attachment: Bill List 1-27-21 (2021-88 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
0-01-20-155-000-209	LEGAL SERVICES Fees					
ANSZAR	ANSELL, GRIMM & AARON, P.C.	21-00039	DECEMBER 2020 SERVICES	14,596.31	0.00	
	Extd Total: LEGAL SERVICES			14,596.31		
	Department Total: LEGAL SERVICES			14,596.31		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
0-01-20-162-000-299	CABLE TV ADVISORY COMMITTEE - MISC EXP					
CDWGOV	CDW GOVERNMENT INC.	20-02492	1C2QYPG video editng equipment	476.52	0.00	
TELCOR	TELVUE CORPORATION	20-03347	APTV Second Channel InfoView P	9,010.00	0.00	
				9,486.52		
	Extd Total: CABLE TV ADVISORY COMMITTEE			9,486.52		
	Department Total: APTV			9,486.52		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
0-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	21-00010	LAF398748 General Engineering	4,184.61	0.00	
	Extd Total: ENGINEERING SERVICES			4,184.61		
	Department Total: ENGINEER SERV			4,184.61		
	CAFR Total:			161,972.35		
Department: Planning Department						
Extd: Planning Department						
0-01-21-179-000-201	Planning Dept. General Plant					
SHEWIL	SHERWIN WILLIAMS	20-03205	Paint for mural	1,139.44	0.00	
ASBPAK	ASBURY PARK PRESS	20-03424	NOTICE OF PUBLIC SALE OF LAND	186.20	0.00	
THECOA	THE NEW COASTER, LLC	21-00116	INV #56543 AD 12/22/20	33.60	0.00	
ASBPAK	ASBURY PARK PRESS	21-00117	#0004513698 AD 12/18/20	73.70	0.00	
				1,432.94		
	Extd Total: Planning Department			1,432.94		
	Department Total: Planning Department			1,432.94		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
0-01-21-180-000-201	PLANNING BOARD General Plant					
JACSER	JACK A. SERPICO	21-00093	Jack Serpico December invoices	1,550.00	0.00	
	Extd Total: PLANNING BOARD			1,550.00		
	Department Total: PLANNING BOARD			1,550.00		

Attachment: Bill List 1-27-21 (2021-88 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: ZONING BOARD						
Extd: ZONING BOARD OF ADJUSTMENT						
0-01-21-185-000-209	ZONING BOARD Fees					
JACSER JACK A. SERPICO		21-00093	Jack Serpico December invoices	1,150.00	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			1,150.00		
	Department Total: ZONING BOARD			1,150.00		
	CAFR Total:			4,132.94		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
0-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
EASAUT EASTERN AUTOPARTS WAREHOUSE		20-00881	AUTO PARTS	120.85	0.00	
MURARM MURRAY'S UNIFORMS		20-02905	EST # 95247 UNIFORM SHIRTS	546.00	0.00	
CDWGOV CDW GOVERNMENT INC.		20-02998	Q#1C35JYY COMPUTER MONITOR	547.32	0.00	
ICC INTERNATIONAL CODE COUNCIL, INC		20-03294	CODE BOOKS	812.24	0.00	
				2,026.41		
	Extd Total: CONSTRUCTION CODE OFFICIAL			2,026.41		
	Department Total: CONST CODE			2,026.41		
	CAFR Total:			2,026.41		
Department: POLICE						
Extd: POLICE DEPARTMENT						
0-01-25-240-000-201	POLICE General Plant					
KMOORE K.MOOREA CO., LLC		20-02639	SCHOOL CROSSING GUARD SUPPLIES	991.00	0.00	
LANASO LANIGAN ASSOCIATES. INC.		20-02912	(1) B329 10K Gold Filled	1,180.00	0.00	
MILCOM MILLENNIUM COMMUNICATIONS		20-03125	Monroe & Memorial Camera	4,400.00	0.00	
MILCOM MILLENNIUM COMMUNICATIONS		20-03183	Game Changer Cable, Connectors	1,100.00	0.00	
TRIFOR TRI-TECH FORENSICS, INC.		20-03398	Quote37702 Disposable Evidence	307.75	0.00	
LIFSTO LIFE STORAGE #448		21-00012	SPACE #110 LATE FEE FROM 2020	30.96	0.00	
				8,009.71		
0-01-25-240-000-202	POLICE Office Supplies					
WBMASON W.B.MASON CO., INC.		20-03378	Sharp El-1801V Two Color	59.07	0.00	
0-01-25-240-000-203	POLICE Motor Vehicle					
MAAAUT MAACO COLLISION		20-02455	#65638-1 Repaired Car 5	4,293.37	0.00	
EDWTIR EDWARDS TIRE CO., INC.		20-02792	Blanket Tires Police Cars	1,748.00	0.00	B
MAAAUT MAACO COLLISION		20-03000	#66010-1 Repaired Car 49	1,041.23	0.00	
SIGSEA SIGNS, SEALED & DELIVERED, INC.		20-03121	#E381 Repaired Car 49 redone	200.00	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		20-03169	Blanket Auto Repairs	1,049.08	0.00	B
EASAUT EASTERN AUTOPARTS WAREHOUSE		20-03445	#40IV071579 Repaired Car 25	1,379.92	0.00	
EDWTIR EDWARDS TIRE CO., INC.		20-03479	Tires-(2) Car#57	192.24	0.00	
SEAFOR SEA BREEZE FORD INC.		20-03490	Bracket-Engine front car#15	74.81	0.00	
SEAFOR SEA BREEZE FORD INC.		20-03491	Buckle-seat belt assy car#33	164.68	0.00	
				10,143.33		
0-01-25-240-000-205	POLICE Animal Control Services					
SPCA MONMOUTH COUNTY SPCA		20-03342	#2015514 Animal Service Nov	4,700.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-25-240-000-216	POLICE Supplies-Compu.					
SHIINT	SHI INTERNATIONAL CORP	20-03062	#19630147 Adobe Creative	157.90	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	20-03328	Panasonic CF-33 Tablet &	3,149.16	0.00	
EVERBR	EVERBRIDGE, INC	20-03457	#M57788 Annual Subscription	6,460.90	0.00	
				<u>9,767.96</u>		
0-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	20-03330	#M59739 Mobile Data Contract	1,220.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00086	#18196 CONTRACT PMT #46 OF 60	650.51	0.00	
				<u>1,870.51</u>		
0-01-25-240-000-222	POLICE Training					
AMAZ005	AMAZON.COM SERVICES	20-03353	Measurement Gauge-Tandem Spor	299.99	0.00	
	Extd Total: POLICE DEPARTMENT			34,850.57		
	Department Total: POLICE			34,850.57		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
0-01-25-265-000-201	FIRE DEPT. General Plant					
AMETESCT	AMERICAN TEST CENTER	20-02887	Annual aerial testing	1,140.00	0.00	
TECHN005	TECHNICAL FIRE SERVICES, INC.	20-02906	Annual pump test	570.00	0.00	
FIRONE	FIREFIGHTER ONE LIMITED	20-03010	EST:1014232/1014231-SCBA Test	2,064.00	0.00	
ASHIA005	ASHI ACQUISITION COMPANY	20-03421	Q#101691 CPR & #101691 FEE	1,929.50	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	20-03422	BLANKET PO (STOVE INSTALL DPW)	572.73	0.00	
LIFSTO	LIFE STORAGE #448	21-00014	SPACE #120 LATE FEE FROM 2020	32.76	0.00	
				<u>6,308.99</u>		
0-01-25-265-000-202	FIRE DEPT. Office Supplies					
ESIEQU	ESI EQUIPMENT, INC.	21-00081	INV:21-56 Hydr. Gen. Repair	80.00	0.00	
0-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
EMEEQU	EMERGENCY EQUIPMENT SALES	20-00572	Quote:20-2096-8376 horn parts	179.12	0.00	
EMEEQU	EMERGENCY EQUIPMENT SALES	20-02363	Quote:20-2500-8376 Brake Pedal	282.08	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-02413	Blanket PO not to exceed	61.42	0.00	B
SEAGRA	SEAGRAVE NEW JERSEY	20-02754	Blanket PO not to exceed	604.80	0.00	B
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	20-03223	Quote:1435335-Exting. Maint.	649.00	0.00	
ASBAUT	ASBURY AUTO TOPS, INC.	20-03224	Quote: 8361 Upholstery Repair	175.00	0.00	
CUMINC	CUMMINS INC.	20-03315	Est #268823 Ladder 8389 repair	797.06	0.00	
FIRONE	FIREFIGHTER ONE LIMITED	20-03373	Quote:SQ-2659-1 TIC Charger-90	777.60	0.00	
				<u>3,526.08</u>		
0-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	20-01322	Est: 52569-Helmet Shields	96.00	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &	20-02884	Quote:Q51720-MR-1015-831-cable	420.00	0.00	
				<u>516.00</u>		
0-01-25-265-000-214	FIRE DEPT. Building Maintenance					
COUCLE	COUNTRY CLEAN, INC	20-02115	Blanket PO Not to Exceed	198.00	0.00	B
MONINT	MONMOUTH INTERNET CORPORATION	20-02433	Horn Speaker for DPW Firehouse	745.00	0.00	
KEPSPR	KEPWELL SPRING WATER	21-00050	ACCT #109197 SEPT TO DEC 2020	235.94	0.00	
THEHAR	THE HARDWARE STORE	21-00057	Inv 1428769, 1429511	26.98	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-25-265-000-214	FIRE DEPT. Building Maintenance	Continued				
WESPES	WESTERN PEST SERVICES	21-00058	Inv 2018358 Dec pest control	104.00	0.00	
				1,309.92		
0-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	20-02149	Quote #87705,87706, 87703	876.90	0.00	
VERALP	V.E. RALPH & SON, INC.	20-03182	Est 90131,90134,90135	1,328.91	0.00	
KMOORE	K.MOOREA CO., LLC	20-03263	Quote 16365,16366 N95 masks	1,216.00	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	20-03356	Qte: 1003814-02 Bottle Fill	168.00	0.00	
TEALIF	TEAM LIFE, INC.	20-03375	Quote 9281 Powerheart batterie	598.00	0.00	
				4,187.81		
0-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
REVGUA	REVENUE GUARD MEDICAL CLAIMS	20-03389	November 2020 Fees 113020	4,223.89	0.00	
0-01-25-265-000-298	FIRE DEPT. Special Operations					
NJFIRE	NJ FIRE EQUIPMENT COMPANY	20-03251	EST:52819-Prusik Cord	171.00	0.00	
	Extd Total: FIRE DEPARTMENT			20,323.69		
Extd:	FIRE HYDRANT					
0-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	21-00070	#1018-210026567043 11/2-12/22	17,346.88	0.00	
	Extd Total: FIRE HYDRANT			17,346.88		
	Department Total: FIRE DEPT.			37,670.57		
Department:	PROSECUTOR					
Extd:	MUNICIPAL PROSECUTOR					
0-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	20-03448	DEC 2020 SERVICES RENDERED	3,250.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			3,250.00		
	Department Total: PROSECUTOR			3,250.00		
	CAFR Total:			75,771.14		
Department:	STREETS & ROAD					
Extd:	STREETS & ROADS MAINTENANCE					
0-01-26-290-000-201	STREETS & ROAD General Plant					
STASUP	STANDARD SUPPLY CO. INC.	20-00776	Various Supplies, Tools, etc	208.00	0.00	B
DREYE005	DREYER'S LUMBER & HARDWARE INC	20-02721	Various Supplies, Lumber, etc	548.47	0.00	B
GRAING	GRAINGER, INC.	20-02744	Various Supplies & Materials	336.85	0.00	B
FOSCOM	FOSTER & COMPANY, INC.	20-03198	Various Supplies for Sign Shop	461.27	0.00	
YESGRA	YES GRAPHIC	20-03311	Sweatshirts, Setup & Screens	1,004.00	0.00	
GRAING	GRAINGER, INC.	20-03337	Various Supplies/Tools (Shop)	1,047.48	0.00	
PMCASSOC	PMC ASSOCIATES	20-03361	Q#458845 - DPW Repeater	2,773.73	0.00	
MONARCH	MONARCH ELECTRIC COMPANY	20-03410	TRAFFIC LIGHT BULBS NEEDED	95.49	0.00	
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	20-03433	#196275 Hot Mixed Asphalt	271.40	0.00	
UPTFAS	UP-TITE FASTNERS INC.	20-03455	#62583-1 Drop in Anchor, etc	96.38	0.00	
GRAING	GRAINGER, INC.	20-03456	Various DPW Winter Tools	1,342.68	0.00	

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-26-290-000-201	STREETS & ROAD General Plant		Continued			
MONMO015 MONMOUTH COUNTY PUBLIC WORKS &	21-00130 INV #003-2020-1 SALT BRINE			384.26	0.00	
				8,570.01		
0-01-26-290-000-202	STREETS & ROAD Office Supplies					
WBMASON W.B.MASON CO., INC.	20-03319 Various Office Supplies			165.35	0.00	
0-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
FOSCOM FOSTER & COMPANY, INC.	20-00681 Automotive Supplies and Parts			251.54	0.00	B
GRAING GRAINGER, INC.	20-01356 Various Supplies and Tools			453.00	0.00	B
MAAOUT MAACO COLLISION	20-01406 Labor and Material to Repair			549.12	0.00	
ALLDIE ALLIED DIESEL SERVICE, INC.	20-02265 Service, Supplies and Tools			20.90	0.00	B
EDWTIR EDWARDS TIRE CO., INC.	20-02266 Supplies, Tools and Service			310.08	0.00	B
CENTJER CENTRAL JERSEY EQUIPMENT, LLC	20-02384 Service, Supplies and Tools			92.55	0.00	B
TRIUS TRIUS, INC.	20-02657 Automotive Supplies and Tools			1,181.13	0.00	B
ALLDIE ALLIED DIESEL SERVICE, INC.	20-02717 Service, Supplies and Tools			1,831.60	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS	20-02803 Various Supplies, Tools, etc			123.13	0.00	B
EDWTIR EDWARDS TIRE CO., INC.	20-03038 Supplies, Tools and Service			1,275.64	0.00	B
EASAUT EASTERN AUTOPARTS WAREHOUSE	20-03127 Automotive Supplies and Tools			1,413.15	0.00	B
WETIMM W.E. TIMMERMAN COMPANY, INC.	20-03164 Repairs to Elgin Pelican NP			8,417.24	0.00	
NORSWE NORTHEAST SWEEPERS & RENTALS,	20-03367 Suction Elbow & Shipping			1,457.81	0.00	
SEAFOR SEA BREEZE FORD INC.	20-03403 #5128371 Headlamp Asy 12/14			210.45	0.00	
SEAFOR SEA BREEZE FORD INC.	20-03435 Mirror Assembly - RE 170T			427.13	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE	20-03454 #40IV080807 15w-40 oil 11/02			802.07	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE	20-03494 #40IV088215 Belts 12/30			31.46	0.00	
				18,848.00		
0-01-26-290-000-210	STREETS & ROAD Network Fleet					
NETWOR NETWORKFLEET, INC.	20-03434 #2304879 DECEMBER 2020			3,518.00	0.00	
0-01-26-290-000-211	STREETS & ROAD Traffic					
NEWIRON NEWARK IRONBOUND ELECTRICAL	20-03115 Traffic Lightbulbs #S2996			136.08	0.00	
NEWIRON NEWARK IRONBOUND ELECTRICAL	20-03124 Various Items for Holiday Deco			123.24	0.00	
NEWIRON NEWARK IRONBOUND ELECTRICAL	20-03165 LED18T8 UNV Lamp #LR34182			652.80	0.00	
SHEWIL SHERWIN WILLIAMS	20-03463 Handicap Parking Paint			223.06	0.00	
				1,135.18		
0-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
ABBPON ABBY PONDS, INC.	20-01811 Perform Maintenance/Repairs on			2,348.00	0.00	
OPTIMUM OPTIMUM	20-03402 #07866-183188-01-1 12/8 - 1/7			31.23	0.00	
LORCO LORCO PETROLEUM SERVICES	20-03405 #1612351 Used Oil Removal - NJ			150.00	0.00	
				2,529.23		
0-01-26-290-000-223	STREETS & ROAD Sunset Lake					
ABBPON ABBY PONDS, INC.	20-03291 Pond Management Services			5,000.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			39,765.77		
	Department Total: STREETS & ROAD			39,765.77		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
0-01-26-305-000-209	SOLID WASTE Fees					
OHAG	OHAGAN NURSERY COMPOST DIVISIO	20-02865	Vac Compressed and Raw Leaves	4,610.00	0.00	B
DELDEM	DELISA DEMOLITION, INC.	20-02871	Construction Debris Removal	4,831.13	0.00	B
TRECY	TREASURER CTY OF MONMOUTH	20-03332	#58288 Reclamation Center	1,710.29	0.00	
DELDEM	DELISA DEMOLITION, INC.	20-03453	#198578 Trash Tipping Fees	30,524.27	0.00	
ATLCOAS	ATLANTIC COAST FIBERS, LLC	20-03462	Single Stream-Inbound Material	3,517.06	0.00	
				45,192.75		
	Extd Total: SOLID WASTE COLLECTION			45,192.75		
	Department Total: SOLID WASTE			45,192.75		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
0-01-26-310-000-201	BUILDING & GND General Plant					
GRAING	GRAINGER, INC.	20-02743	Various Supplies & Materials	159.14	0.00	B
TERPES	THE TERMINIX INTERNATIONAL CO	20-03432	#403054056 Pest Control 12/07	170.00	0.00	
				329.14		
	Extd Total: BUILDINGS & GROUNDS			329.14		
	Department Total: BUILDING & GND			329.14		
	CAFR Total:			85,287.66		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
0-01-27-345-000-201	SOCIAL SERVICES General Plant					
NJTRNST	NJ TRANSIT CORP.%FINANCE DEPT.	20-03324	Bus Fare for Clients	620.00	0.00	
0-01-27-345-000-218	SOCIAL SERVICES Contract Services					
VISNUR	VISITING NURSES ASSN. OF CENTR	20-03246	Bal of Nursing Services Sept.	4,502.97	0.00	
VISNUR	VISITING NURSES ASSN. OF CENTR	20-03247	Nursing Services October	6,833.33	0.00	
				11,336.30		
0-01-27-345-000-299	SOCIAL SERVICES Misc.					
SWEET005	SWEET DANI B LLC	20-03321	200 Custom Kwanzaa Cookies	400.00	0.00	
ASBUR035	ASBURY PARK FOOD COLLECTIVE	20-03322	200 Kwanzaa Meals	3,000.00	0.00	
AMAZ0005	AMAZON.COM SERVICES	20-03412	Masks N-95	264.00	0.00	
				3,664.00		
	Extd Total: SOCIAL SERVICES:			15,620.30		
	Department Total: PUBLIC ASST			15,620.30		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
0-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
EASFIR	EASTERN FIRE & SAFETY, LLC	20-03193	210491 Fire ExtinguisherRepair	285.28	0.00	

January 21, 2021
09:18 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.3.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-27-350-000-202 OPTIMUM OPTIMUM	SENIOR CENTER Util. and Service Contr. Continued	21-00135	#07866-196932-01-7 12/15-1/14	8.33 293.61	0.00	
	Extd Total: SENIOR CENTER			293.61		
	Department Total: SENIOR CENTER			293.61		
	CAFR Total:			15,913.91		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
0-01-28-370-000-299	RECREATION Misc.					
ALLPUR	ALL PURPOSE RENTALS, INC.	20-02977	balloons for halloween event	270.00	0.00	
WBMASON	W.B.MASON CO., INC.	20-03281	chair and office supplies	671.37 941.37	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			941.37		
	Department Total: RECREATION			941.37		
	CAFR Total:			941.37		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
0-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.	20-03484	#07-3132-1100-1Y 11/10-12-15	9,434.64	0.00	
NJAMER	N.J. AMERICAN WATER CO.	21-00070	#1018-210026567043 11/2-12/22	2,154.18	0.00	
JCPL	JCPL	21-00071	#100 016 434 381 11/24- 12/23	9,496.30 21,085.12	0.00	
	Extd Total: LIGHT,HEAT,POW			21,085.12		
Extd: STREET/TRAFFIC						
0-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	20-03414	#200 000 001 293 MASTER ACCT	1,163.42	0.00	
JCPL	JCPL	20-03487	#100 013 520 380 11/17-12/16	17,424.54	0.00	
JCPL	JCPL	21-00064	#200 000 001 293 MASTER ACCT	1,068.69	0.00	
JCPL	JCPL	21-00071	#100 016 434 381 11/24- 12/23	4,661.21	0.00	
JCPL	JCPL	21-00149	#100 137 343 735 11/17 - 12/16	17,538.43 41,856.29	0.00	
	Extd Total: STREET/TRAFFIC			41,856.29		
	Department Total: LIGHTING			62,941.41		
Department: TELEPHONE						
Extd: TELEPHONE						
0-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	20-02490	SIP Proxy Upgrade	338.00	0.00	
VERIZON	VERIZON BUSINESS	20-03406	#152-069-551-0001-78 12/4-1/3	124.99	0.00	
ATLLC	AT&T MOBILITY LLC	20-03485	#287284651437 11/12 - 12/11	2,493.04	0.00	
ATLLC	AT&T MOBILITY LLC	20-03486	#287284936037 11/12-12/11	586.26	0.00	
VERIZON	VERIZON WIRELESS	21-00061	#342269861-001 12/5 - 1/4/21	2,255.53	0.00	

Attachment: Bill List 1-27-21 (2021-88 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-01-31-440-000-299	TELEPHONE Misc.		Continued			
ATLLC	AT&T MOBILITY LLC	21-00065	#287286595693 11/12 - 12/11	20.59	0.00	
VERZON	VERIZON BUSINESS	21-00066	#150-717-354-000165 12/16-1/15	2,887.08	0.00	
				8,705.49		
	Extd Total: TELEPHONE			8,705.49		
	Department Total: TELEPHONE			8,705.49		
Department: GASOLINE						
Extd: GASOLINE						
0-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	20-02547	Unleaded RFG Fuel	2,735.10	0.00	B
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	20-03066	Ultra Low Sulfur Diesel Fuel	2,650.60	0.00	B
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	20-03188	Unleaded RFG Fuel	2,083.74	0.00	B
				7,469.44		
	Extd Total: GASOLINE			7,469.44		
	Department Total: GASOLINE			7,469.44		
	CAFR Total:			79,116.34		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
0-01-43-490-000-202	MUNIC COURT Office Supplies					
LAWDIA	LAWYERS DIARY AND MANUAL LLC	20-01913	lawyers diary 2021	125.25	0.00	
	Extd Total: MUNICIPAL COURT			125.25		
	Department Total: MUNIC COURT			125.25		
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
0-01-43-495-000-021	Fees					
RONTRO	RONALD J. TROPPOLI	20-03447	DEC 2020 SERVICES RENDERED	2,000.00	0.00	
	Extd Total: PUBLIC DEFENDER			2,000.00		
	Department Total: PUBLIC DEFEND.			2,000.00		
	CAFR Total:			2,125.25		
	Fund Total: CURRENT			427,287.37		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
0-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
FERENT	FERGUSON ENTERPRISES INC.	20-00907	Various Supplies, Tools, etc	10.06	0.00	B
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	20-02800	#1 SYP Treated .15 MCA, 2x6x14	1,390.08	0.00	
THECOA	THE NEW COASTER, LLC	20-03436	LEGAL ADS 12/17/2020	46.00	0.00	
ACTION005	ACTION YAMAHA	20-03452	#429528 Float	325.95	0.00	
GLESUP	GLENCO SUPPLY INC.	20-03489	Natural Wood Snow Fence, 4x50	1,480.00	0.00	
OPTIMUM	OPTIMUM	20-03492	#07866-197754-01-4 12/15 -1/14	157.23	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-05-55-502-000-201	BEACH UTILITY O/E: General Plant		Continued			
ASBPAK ASBURY PARK PRESS		21-00021	NTB - BEACH HEADQUARTERS	92.60	0.00	
				3,501.92		
0-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL		20-03487	#100 013 520 380 11/17-12/16	208.17	0.00	
JCPL JCPL		21-00149	#100 137 343 735 11/17 - 12/16	207.99	0.00	
				416.16		
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			3,918.08		
	Department Total: UTILITY OE			3,918.08		
	CAFR Total:			3,918.08		
	Fund Total: BEACH			3,918.08		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANSPORT.UTILITY O/E: OTHER EXPENSES:					
0-06-55-502-000-201	TRANSPORT.UTILITY O/E: General Plant					
NETCAB Network Cabling, Inc. T/A		20-02829	Network Install for TranCenter	3,403.85	0.00	
PARKM005 PARKMOBILE USA, LLC		20-03150	#INV18510 Trans Fee Oct 2020	2,576.10	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		20-03428	SERVICES RENDERED	166.48	0.00	
GLESUP GLENCO SUPPLY INC.		20-03438	In-street Ped/Stop/Speed Signs	13,320.00	0.00	
IPSGRO IPS GROUP, INC.		20-03441	#INV55566 Permit Fees Nov 2020	230.96	0.00	
PARKM005 PARKMOBILE USA, LLC		20-03442	#INV18758 Tran Fees Nov 2020	2,049.30	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		21-00142	#40iv087756 Windshield	101.38	0.00	
OPTIMUM OPTIMUM		21-00143	#07866-196915-01-3 12/15 -1/14	121.18	0.00	
				21,969.25		
	Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			21,969.25		
	Department Total: UTILITY OE			21,969.25		
	CAFR Total:			21,969.25		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			21,969.25		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
0-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
JEMIND JEM INDUSTRIAL SERVICES, INC.		20-01201	Various Industrial Supplies	249.40	0.00	B
CHESEA CHEMSEARCH		20-03123	Lithiplex, 35lb Poly #10185586	1,015.02	0.00	
QUALI005 QUALITY CONTROLS, INC.		20-03250	Parts for Sludge Valve Repair	1,619.48	0.00	
WBMASON W.B.MASON CO., INC.		20-03336	Various Office Supplies	85.63	0.00	
PILELE PILOT ELECTRIC COMPANY, INC.		20-03368	TACO Pump Mechanical Seal, etc	390.00	0.00	
				3,359.53		
0-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU N.J. NATURAL GAS CO.		20-03484	#07-3132-1100-1Y 11/10-12-15	6,765.94	0.00	
NJAMER N.J. AMERICAN WATER CO.		21-00070	#1018-210026567043 11/2-12/22	6,273.55	0.00	
JCPL JCPL		21-00071	#100 016 434 381 11/24- 12/23	26,152.72	0.00	
				39,192.21		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
0-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
LONGO	LONGO ELECTRICAL MECHANICAL	20-02648	Recommended Replacing of VFD	12,101.00	0.00	
ANSWER	ANSERCOMM COMMUNICATIONS	20-03404	#M4541-120720 12/7 - 1/3/21	191.76	0.00	
READR005	READYREFRESH BY NESTLE	20-03411	ACCT #5050001327 BALANCE FROM	4.48	0.00	
GARDSTA	GARDEN STATE LABORATORIES, INC.	20-03431	#508678 NOVEMBER 2020 SERVICES	2,470.00	0.00	
AMERIO05	AMERICAN AQUATIC TESTING, INC.	20-03482	INVOICE #10920 TESTING 12/14	1,150.00	0.00	
OPTIMUM	OPTIMUM	20-03493	#07866-152521-04-4 12/15 -1/14	99.89	0.00	
ALLBOI	ALLIED BOILER REPAIR CORP.	21-00120	Emergency Repair 12/31/2020	300.00	0.00	
				16,317.13		
0-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI	RUSSELL REID WASTE HAULING &	20-03369	#6070228 NOVEMBER 2020 Sludge	12,127.50	0.00	
PASVAL	PASSAIC VALLEY SEWERAGE COM.	20-03370	#518461 NOVEMBER 2020 SERVICES	9,371.25	0.00	
				21,498.75		
0-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
JCIJ0005	JCI JONES CHEMICALS, INC.	20-03257	#838601 Hypochlorite Solution	3,932.50	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			84,300.12		
	Department Total: UTILITY OE			84,300.12		
	CAFR Total:			84,300.12		
	Fund Total: SEWER UTILITY: BUDGET:			84,300.12		
	Year Total:			537,474.82		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
1-01-20-100-000-207	ADMINISTRATION Contractual					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00022	COPIER MONTHLY LEASE RENEWALS	437.96	0.00	
	Extd Total: ADMINISTRATION			437.96		
	Department Total: ADMINISTRATION			437.96		
Department:	MUNIC CLERK					
Extd:	MUNICIPAL CLERK					
1-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	21-00089	2021ReOrg Notice,2021Mtg dates	61.10	0.00	
ASBPAK	ASBURY PARK PRESS	21-00091	#4536776 Resolution 2021-3	57.50	0.00	
THECOA	THE NEW COASTER, LLC	21-00109	2021ReOrg,Mtg dates, RES2021-3	97.39	0.00	
				215.99		
1-01-20-120-000-222	MUNICIPAL CLERK Training					
JPMUN	JPMONZO MUNICIPAL CONSULTING	21-00111	M. HARTSGROVE RMC LICENSING	50.00	0.00	
1-01-20-120-000-238	MUNICIPAL CLERK Contractual					
LIFSTO	LIFE STORAGE #448	21-00032	SPACE #11133 3/1/21 TO 3/1/22	1,112.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-120-000-238 MUNINC Munidex Inc.	MUNICIPAL CLERK Contractual 21-00110 Munidex Software Contract 2021		Continued	645.00 1,757.00	0.00	
	Extd Total: MUNICIPAL CLERK			2,022.99		
	Department Total: MUNIC CLERK			2,022.99		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
1-01-20-130-000-205 ASBPAK ASBURY PARK PRESS	FINANCE Ads 21-00020 NTB - PRINTING SERVICES			68.30	0.00	
1-01-20-130-000-206 MUNCAP MUNICIPAL CAPITAL CORPORATION	FINANCE Copier 21-00085 #18196 CONTRACT PMT #45 OF 60			389.62	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	21-00086 #18196 CONTRACT PMT #46 OF 60			389.62 779.24	0.00	
1-01-20-130-000-209 LIFSTO LIFE STORAGE #448	FINANCE Fees 21-00032 SPACE #11133 3/1/21 TO 3/1/22			1,112.00	0.00	
1-01-20-130-000-212 MONTAX01 MONMOUTH/OCEAN TCTA	FINANCE Dues,Subscript. 21-00153 2021 DUES JOANN BOOS			80.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			2,039.54		
	Department Total: FINANCE			2,039.54		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
1-01-20-145-000-203 MUNCAP MUNICIPAL CAPITAL CORPORATION	TAX REV ADMIN Copier 21-00085 #18196 CONTRACT PMT #45 OF 60			236.52	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	21-00086 #18196 CONTRACT PMT #46 OF 60			236.52 473.04	0.00	
1-01-20-145-000-209 EDMASS EDMUNDS GOVTECH, INC.	TAX REV ADMIN Fees 21-00028 INV 21-01593 2021 HARDWARE			203.00	0.00	
LIFSTO LIFE STORAGE #448	21-00032 SPACE #11133 3/1/21 TO 3/1/22			1,112.00 1,315.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			1,788.04		
	Department Total: TAX REV ADMIN			1,788.04		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
1-01-20-150-000-222 JPMUN JPMONZO MUNICIPAL CONSULTING	TAX ASSESSOR Training 21-00080 M. Delre & E. Aguiar PILOT			100.00	0.00	
	Extd Total: TAX ASSESSOR			100.00		
	Department Total: TAX ASSESSOR			100.00		
	CAFR Total:			6,388.53		

Attachment: Bill List 1-27-21 (2021-88 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Planning Department						
Extd: Planning Department						
1-01-21-179-000-203	PLANNING DEPT. Copier					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00022	COPIER MONTHLY LEASE RENEWALS	189.67	0.00	
1-01-21-179-000-207	PLANNING DEPT. Training/Cert.					
NJPLAN	THE NJ PLANNING OFFICIALS, INC.	21-00053	#MP-202022020 2021 DUES	325.00	0.00	
Extd Total: Planning Department				514.67		
Department Total: Planning Department				514.67		
CAFR Total:				514.67		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
1-01-22-200-000-207	CONST CODE Contractual					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00085	#18196 CONTRACT PMT #45 OF 60	582.97	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00086	#18196 CONTRACT PMT #46 OF 60	582.97	0.00	
				1,165.94		
Extd Total: CONSTRUCTION CODE OFFICIAL				1,165.94		
Department Total: CONST CODE				1,165.94		
CAFR Total:				1,165.94		
Department: POLICE						
Extd: POLICE DEPARTMENT						
1-01-25-240-000-212	POLICE Dues,Subscript.					
MONCHI	MON.CTY.CHIEF'S OF POLICE	21-00151	INV #21-018 2021 DUES D. KELSO	150.00	0.00	
1-01-25-240-000-218	POLICE Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00022	COPIER MONTHLY LEASE RENEWALS	202.13	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00085	#18196 CONTRACT PMT #45 OF 60	650.51	0.00	
				852.64		
Extd Total: POLICE DEPARTMENT				1,002.64		
Department Total: POLICE				1,002.64		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
1-01-25-265-000-201	FIRE DEPT. General Plant					
WESPES	WESTERN PEST SERVICES	21-00016	Inv 6716181 Jan pest control	104.00	0.00	
1-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00022	COPIER MONTHLY LEASE RENEWALS	189.67	0.00	
Extd Total: FIRE DEPARTMENT				293.67		
Department Total: FIRE DEPT.				293.67		
CAFR Total:				1,296.31		

January 21, 2021
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.3.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
1-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00022	COPIER MONTHLY LEASE RENEWALS	202.13	0.00	
OPTIMUM	OPTIMUM	21-00119	#07866-183188-01-1 1/8 - 2/7	31.23	0.00	
				<u>233.36</u>		
	Extd Total: STREETS & ROADS MAINTENANCE			233.36		
	Department Total: STREETS & ROAD			233.36		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-218	BUILDING & GND Contract.Serv.					
AUTBUI	AUTOMATED BUILDING CONTROLS,	21-00121	No Heat Transportation Center	529.20	0.00	
	Extd Total: BUILDINGS & GROUNDS			529.20		
	Department Total: BUILDING & GND			529.20		
	CAFR Total:			762.56		
Department: TELEPHONE						
Extd: TELEPHONE						
1-01-31-440-000-299	TELEPHONE Misc.					
VERZON	VERIZON BUSINESS	21-00063	#152-069-551-0001-78 1/4-2/3	124.99	0.00	
MONINT	MONMOUTH INTERNET CORPORATION	21-00067	#INVOICE #314736-M JAN 2021	4,292.41	0.00	
				<u>4,417.40</u>		
	Extd Total: TELEPHONE			4,417.40		
	Department Total: TELEPHONE			4,417.40		
	CAFR Total:			4,417.40		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
1-01-43-490-000-247	MUNIC COURT Leases					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00022	COPIER MONTHLY LEASE RENEWALS	126.11	0.00	
	Extd Total: MUNICIPAL COURT			126.11		
	Department Total: MUNIC COURT			126.11		
	CAFR Total:			126.11		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
1-01-55-001-000-011	ACCOUNTS PAYABLE					
MONARCH	MONARCH ELECTRIC COMPANY	19-03852	#S114561518.001 JACKS & WALL-	20.66	0.00	

Attachment: Bill List 1-27-21 (2021-88 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-55-001-000-011	ACCOUNTS PAYABLE		Continued			
EASAUT	EASTERN AUTOPARTS WAREHOUSE	20-03454	#40IV080807 15w-40 oil 11/02	268.90-	0.00	
				248.24-		
	Extd Total: TAXES PAYABLE:			248.24-		
	Department Total: TAXES PAYABLE:			248.24-		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			248.24-		
	Fund Total: CURRENT			14,423.28		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANSPORT.UTILITY O/E: OTHER EXPENSES:					
1-06-55-502-000-201	TRANSPORT.UTILITY O/E: General Plant					
ATLLOK	ATLANTIC LOCK & SAFE	21-00003	COPIES OF KEYS-PARKING OFFICE	11.28	0.00	
GRAING	GRAINGER, INC.	21-00004	#2046416208 PARTS FOR TOILETS	28.23	0.00	
				39.51		
1-06-55-502-000-204	TRANSP. UTILITY Copy/Reproduction					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00085	#18196 CONTRACT PMT #45 OF 60	135.31	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-00086	#18196 CONTRACT PMT #46 OF 60	135.31	0.00	
				270.62		
1-06-55-502-000-216	TRANSPORT. UTILITY OE Ads					
ASBPAK	ASBURY PARK PRESS	21-00017	NTB TRAFFIC CONTROL SIGNAGE	70.10	0.00	
	Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			380.23		
	Department Total: UTILITY OE			380.23		
	CAFR Total:			380.23		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			380.23		
	Year Total:			14,803.51		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-003	2016-16/DPW VEHICLES/EQUIPMENT					
MILCOM	MILLENNIUM COMMUNICATIONS	20-02756	DPW Camera Add On	3,900.00	0.00	
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT			3,900.00		
	Department Total:			3,900.00		
	CAFR Total:			3,900.00		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			3,900.00		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
TMASSO	T & M ASSOCIATES	20-01233	WWTP RBC REPLACEMENT	434.38	0.00	B
	Extd Total: Sewer Plant Improvements - Ord. #3038			434.38		
	Department Total:			434.38		

Attachment: Bill List 1-27-21 (2021-88 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2018-5 Various Sewer Improv.					
C-08-55-528-019-002	Sewer Utility Improvements					
WHITF005	WHITFIELD SCHNEIDER ENTERPRISE	20-03160	ADDITIONAL BOILER REPAIRS	11,850.00	0.00	
	Extd Total: Ord. 2018-5 Various Sewer Improv.			11,850.00		
	Department Total:			11,850.00		
	CAFR Total:			12,284.38		
	Fund Total: SEWER CAPITAL FUND BUDGET:			12,284.38		
Fund:	PARKING CAPITAL					
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-03383	Reso 2020-303 Memorial Dr.	23,667.55	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			23,667.55		
	Department Total: Ord. 2020-8 Memorial Drive Paving			23,667.55		
Department:	Ord. 2020-24 Bond Street Improvements					
Extd:	Ord. 2020-24 Bond Street Improvements					
C-09-17-907-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-03381	Reso 2020-302 Bond St. Improv	5,313.00	0.00	B
	Extd Total: Ord. 2020-24 Bond Street Improvements			5,313.00		
	Department Total: Ord. 2020-24 Bond Street Improvements			5,313.00		
	CAFR Total:			28,980.55		
	Fund Total: PARKING CAPITAL			28,980.55		
Fund:	BEACH CAPITAL FUND BUDGET:					
Extd:	Ord. 2019-42 Beach Utility Improv.					
C-10-55-101-102-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-01452	Lifeguard ems restroom facilit	22,748.25	0.00	B
	Extd Total: Ord. 2019-42 Beach Utility Improv.			22,748.25		
	Department Total:			22,748.25		
	CAFR Total:			22,748.25		
	Fund Total: BEACH CAPITAL FUND BUDGET:			22,748.25		
	Year Total:			67,913.18		
Fund:	GRANT FUND BUDGET:					
G-02-43-886-018-200	2018 Mental Health Grant					
HOMDRU	HOME DRUG PHARMACY	18-03517	Medication Assistance clients	79.66	0.00	B
	Extd Total:			79.66		
	Department Total:			79.66		

Attachment: Bill List 1-27-21 (2021-88 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-907-019-200	Mental Health Grant					
HOMDRU HOME DRUG PHARMACY		19-03515	Medication for Clients 2019-20	32.83	0.00	B
	Extd Total:			32.83		
	Department Total:			32.83		
G-02-43-926-020-200	Mental Health Grant					
VISNUR VISITING NURSES ASSN. OF CENTR		20-00054	Nursing Serivces Blanket	2,330.36	0.00	B
	Extd Total:			2,330.36		
	Department Total:			2,330.36		
	CAFR Total:			2,442.85		
	Fund Total: GRANT FUND BUDGET:			2,442.85		
	Year Total:			2,442.85		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		21-00112	Dog License Report Dec. 2020	5.40	0.00	
	Extd Total:			5.40		
	Department Total:			5.40		
	CAFR Total:			5.40		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			5.40		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2019 CDBG Allotment					
T-17-76-850-850-007	2019 Community Events					
MONGLA MONMOUTH GLASS CO. INC.		20-00577	glass for display	130.00	0.00	
MAKME MR. HAPPY PARTY RENTALS		20-02605	Tent for mask event 9/21/20	427.00	0.00	
				557.00		
	Extd Total: 2019 CDBG Allotment			557.00		
	Department Total:			557.00		
	CAFR Total:			557.00		
Extd:	CDBG Cares Act					
T-17-77-850-850-007	PPE for Police, Fire & DPW					
WBMASON W.B.MASON CO., INC.		20-02872	Personal Protective Equipment	27,414.00	0.00	
	Extd Total: CDBG Cares Act			27,414.00		
	Department Total:			27,414.00		
	CAFR Total:			27,414.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			27,971.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	TRUST OTHER					
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC	NJ DEPT. OF COMMUNITY AFFAIRS	21-00011	4TH QTR DCA TRAINING FEES	3,783.00	0.00	
	Extd Total: 5 YR EMERGENCY			3,783.00		
	Department Total:			3,783.00		
	CAFR Total:			3,783.00		
	Fund Total: TRUST OTHER			3,783.00		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-351-000-299	SOUTH GRAND PROJ(PERF.GUARANTEE)(I-STAR)					
ISTFIN	ISTAR FINANCIAL INC.,	20-02705	Monroe Maintenance Release	6,739.56	0.00	
	Extd Total:			6,739.56		
	Department Total:			6,739.56		
T-21-00-467-000-299	910 COOKMAN AVENUE(900 COOKMAN, LLC)					
JACSER	JACK A. SERPICO	21-00093	Jack Serpico December invoices	750.00	0.00	
	Extd Total:			750.00		
	Department Total:			750.00		
T-21-00-491-000-299	215 BORDEN/1302 MATTISON(SIG2X,LLC)					
JACSER	JACK A. SERPICO	21-00093	Jack Serpico December invoices	112.50	0.00	
	Extd Total:			112.50		
	Department Total:			112.50		
T-21-00-497-000-299	917 ASBURY AVENUE(H4 HOLDINGS, LLC)					
JACSER	JACK A. SERPICO	21-00093	Jack Serpico December invoices	712.00	0.00	
	Extd Total:			712.00		
	Department Total:			712.00		
T-21-00-498-000-299	704 4TH AVE(13 GRAND POINT WAY, LLC)					
INSENG	INSITE ENGINEERING, LLC	20-03460	Insite Invoice 23058	412.50	0.00	
	Extd Total:			412.50		
	Department Total:			412.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,726.56		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,726.56		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-833	1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-00114	Invoice 463112 Douglas Dev.	52.50	0.00	

January 21, 2021
09:18 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.C.3.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-841	515 LAKE AVENUE(THE LAKE GROUP AP, LLC)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-00115	Invoice 463113 Trinity	105.00	0.00	
	Extd Total:			157.50		
	Department Total:			157.50		
	CAFR Total:			157.50		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			157.50		
	Year Total:			40,643.46		
Total Charged Lines:	620	Total List Amount:	663,277.82	Total Void Amount:	0.00	

Attachment: Bill List 1-27-21 (2021-88 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	427,287.37	0.00	0.00	427,287.37
BEACH	0-05	3,918.08	0.00	0.00	3,918.08
TRANSPORTATION UTILITY: BUDGET:	0-06	21,969.25	0.00	0.00	21,969.25
SEWER UTILITY: BUDGET:	0-07	<u>84,300.12</u>	<u>0.00</u>	<u>0.00</u>	<u>84,300.12</u>
Year Total:		537,474.82	0.00	0.00	537,474.82
CURRENT	1-01	14,423.28	0.00	0.00	14,423.28
TRANSPORTATION UTILITY: BUDGET:	1-06	<u>380.23</u>	<u>0.00</u>	<u>0.00</u>	<u>380.23</u>
Year Total:		14,803.51	0.00	0.00	14,803.51
GENERAL CAPITAL FUND BUDGET:	C-04	3,900.00	0.00	0.00	3,900.00
SEWER CAPITAL FUND BUDGET:	C-08	12,284.38	0.00	0.00	12,284.38
PARKING CAPITAL	C-09	28,980.55	0.00	0.00	28,980.55
BEACH CAPITAL FUND BUDGET:	C-10	<u>22,748.25</u>	<u>0.00</u>	<u>0.00</u>	<u>22,748.25</u>
Year Total:		67,913.18	0.00	0.00	67,913.18
GRANT FUND BUDGET:	G-02	2,442.85	0.00	0.00	2,442.85
ANIMAL CONTROL FUND BUDGET:	T-12	5.40	0.00	0.00	5.40
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	27,971.00	0.00	0.00	27,971.00
TRUST OTHER	T-20	3,783.00	0.00	0.00	3,783.00
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	8,726.56	0.00	0.00	8,726.56
CITY OF ASBURY PARK REDEVELOPMENT ESC T-48		<u>157.50</u>	<u>0.00</u>	<u>0.00</u>	<u>157.50</u>
Year Total:		40,643.46	0.00	0.00	40,643.46
Total Of All Funds:		<u>663,277.82</u>	<u>0.00</u>	<u>0.00</u>	<u>663,277.82</u>

January 27, 2021 Council Meeting

Balance Brought Forward from Total List Amount		663,277.82
US Bank Operations Ctr.	\$	479,702.79
The Bank of New York Mellon	\$	3,000.00
NJSHBP	\$	469,425.98
CMRS-FP	\$	2,500.00
Marlin Business Bank	\$	339.50
NY Dept. of Transportation	\$	395.00
US Bank of Operations Ctr.	\$	95,799.59
PMA Management Corporation	\$	6,610.00
Asbury Park Board of Education	\$	866,621.00
	\$	<u>2,587,671.68</u>

Attachment: Bill List 1-27-21 (2021-88 : Payment of Bills)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-89

Routine Budget Transfer

Current Fund:

Finance S&W	\$30,000.00	
Finance OE		\$30,000.00



RESOLUTION NO. 2021-89

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

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATION RESERVES IN THE FISCAL YEAR 2020 BUDGET

WHEREAS, it has been determined that various line items within the 2020 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:		
Finance S&W	\$30,000.00	
Finance OE		\$30,000.00

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. 2021-89 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-90

Resolution authorizing the repairs to the skylight at the Municipal Building.



RESOLUTION NO. 2021-90

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

RESOLUTION AUTHORIZING THE REPAIRS TO THE SKYLIGHT AT THE MUNICIPAL BUILDING

WHEREAS, the City has a need to repair the Skylight at the Municipal Building; and

WHEREAS, the City has solicited and obtained two quotes from Roof Maintenance Systems and Multi Roof Maintenance; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to Roof Maintenance Systems in an amount of \$6,400.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-01-26-310-000-201. 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 repairs to the skylight in the amount of \$6,400.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Superintendent of Public Works, 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. 2021-90 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

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

MELODY HARTSGROVE
CITY CLERK



ROOF MAINTENANCE SYSTEMS

January 12, 2021

Mr. Daniel Paczkowski
City of Asbury Park
Email: daniel.paczkowski@cityofasburypark.com

Reference: Skylight and Wall Repair- Asbury Park Municipal Building
1 Municipal Plaza, Asbury, NJ

Dear Mr. Paczkowski:

I would first like to take this time and thank you for the opportunity to be of service to you and the City of Asbury Park.

As per our discussions, it was requested that Roof Maintenance Systems provide a quote to repair the following areas:

Work Area #1:

1. The brick masonry wall directly above the skylight at both ends of the skylight.
2. The expansion joints connecting the skylights to the brick masonry walls at both ends of the skylight.
3. The first set of glass panels at each end of the skylight.

Work Area #2:

1. The brick masonry wall surfaces at both ends of the skylight, extending from the copings down to the adjoining roof surfaces.

A second scope of work and price will be provided to address the remaining glass panels in the event the City of Asbury Park would like them addressed as well.

The scope of work for Work Area #1 is as follows:

1. Roof Maintenance Systems will power wash the masonry wall surfaces.
2. Roof Maintenance Systems will reseal existing vertical control joints within the work area.
3. Roof Maintenance Systems will reseal the brick ledge horizontal joint.
4. Roof Maintenance Systems will install Dow Corning 1, 2.2 silicone strip over the entire expansion joint and fully seal with Dow Corning sealant.

ROOF MAINTENANCE SYSTEMS

5. Roof Maintenance Systems will apply a transparent waterproof coating to the brick masonry wall surface.
6. Roof Maintenance Systems will lastly reseal the glass panels 100% at all metal to metal and metal to glass joints with Dow Corning silicone sheet.

The scope of work for Work Area #2 is as follows:

1. Roof Maintenance Systems will power wash all wall surfaces.
2. Roof Maintenance Systems will reseal all vertical control joints within work area.
3. Roof Maintenance Systems will apply a transparent waterproof coating to all exposed wall surfaces.
4. Roof Maintenance Systems will inspect the windows and reseal the perimeter caulking as needed.

The total cost for material and labor to perform the scope of work outlined above for Work Area #1 and Work Area #2 will be \$6,400.00 plus sales tax if applicable.

The following scope of work is to have the remaining glass panels resealed:

1. Roof Maintenance Systems will remove all existing sealant with the proper hand and or power tools.
2. Roof Maintenance Systems will clean off all sealant residue.
3. Roof Maintenance Systems will wipe down all exposed surfaces that need to be resealed with an isopropyl alcohol-soaked rag to insure a clean bondable surface.
4. Roof Maintenance Systems will fully seal the prepared surfaces with Dow Corning silicone type sealant, and the sealant will be tooled into place.

The total cost for material and labor to perform the scope of work as outlined above to have the remaining glass panels resealed will be \$9,585.00 plus sales tax if applicable.

FALL PROTECTION - The above referenced scope of work and price quotation are based on using existing structural steel or certified tie-off points, if available, with OSHA approved life lines, safety harnesses, rope grabs or a dedicated Monitor for any work within 6 ft. of a roof edge or opening. Any other requirements may result in additional costs.

LABOR - All personnel on the job site will be skilled Union roof mechanics. Work will be performed during arranged business hours to create the minimal amount of disturbance to you, your employees and your customers. Our only business is the repair, maintenance and servicing

ROOF MAINTENANCE SYSTEMS

of commercial flat roofs. We will always take the utmost pride in our work and treat your property and personnel with care and respect at all times.

MATERIALS - All materials as specified in this quote will be first quality and used consistently throughout the performance of this work. Based on market fluctuations as it relates to pricing of roofing materials, the above referenced quotation can only be held for 60 days from the date of this proposal.

WARRANTY - We will warranty the labor and materials of the outlined repairs for a period of six (6) months. If these repairs fail, we will repair them at no charge to you. It is important that we clearly outline that this warranty does not extend to any or all leaks unless the leaks are in direct result of the failure of our repairs. Splits and breaks can occur after we have completed our repairs, which could cause leaks.

PAYMENT TERMS - Our payment terms are net 30 days, no discounts. There will be a \$30.00 charge for all returned checks.

Thank you for this opportunity to be of service to you. Should you have any questions, please feel free to contact me directly at (732) 558-4961.

Very truly yours,

Martin Flatley, Jr.

Martin Flatley, Jr.
Sales Manager

CITY OF ASBURY PARK

ROOF MAINTENANCE SYSTEMS

Accepted by: _____

Accepted by: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Upon acceptance of this proposal, please sign and fax this page to our office at 732-938-9646 and mail original signed copy to our office. A fully executed copy will then be returned to you.

☐ - Sales Tax Applicable

☐ - Tax Exempt – If checked, please fax a copy of your tax exempt certificate.

J:\Company Files\Miscellaneous Prospect Proposals\2021\2021-01-12 Asbury Park Municipal Building - Skylight and Wall Repair.doc

Attachment: Skylight Repair Quotes (2021-90 : Authorizing Repairs to the Skylight at the Municipal Building)



5130 West Hurley Pond Road, Wall, NJ 07727
732-674-1424

Quick View Roof Report

Customer: Dan Paczkowski
Location: NJ - Asbury Park - Asbury Park City Hall
Date: 12/11/2020

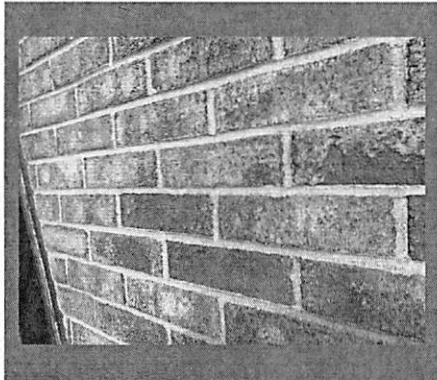
An inspector was onsite on 12/01/2020.

Please see images below that pertain to the above location:

Issues:



Overall condition of expansion joint between brick wall and sun tunnel



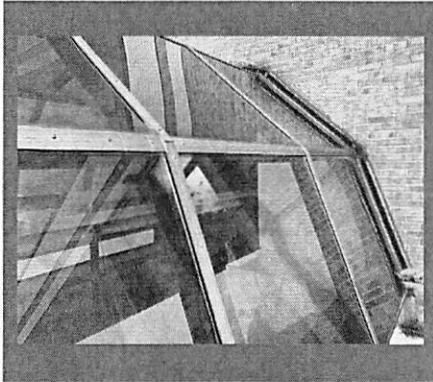
Close up image of masonry condition



5130 West Hurley Pond Road, Wall, NJ 07727
732-674-1424

Quick View Roof Report

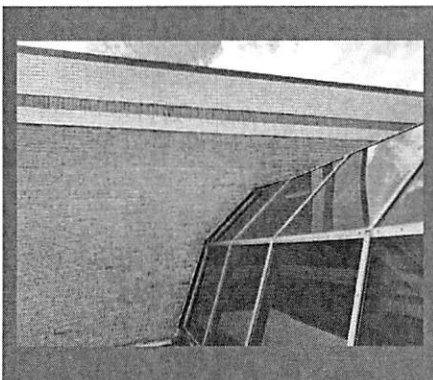
Customer: Dan Paczkowski
Location: NJ - Asbury Park - Asbury Park City Hall
Date: 12/11/2020



Additional image: North wall area of concern;
typical



Typical interior condition showing water damage



Additional image: South wall area of concern



5130 West Hurley Pond Road, Wall, NJ 07727
732-674-1424

Quick View Roof Report

Customer: Dan Paczkowski
Location: NJ - Asbury Park - Asbury Park City Hall
Date: 12/11/2020



North wall area of concern



South wall area of concern



5130 West Hurley Pond Road, Wall, NJ 07727
732-674-1424

Quick View Roof Report

Customer: Dan Paczkowski
Location: NJ - Asbury Park - Asbury Park City Hall
Date: 12/11/2020

Recommendations:

Remove existing caulk joint from the reglet detail at both ends and install new urethane caulk. The walls will then be coated with siloxane (a clear water repellant coating) to prevent water infiltration*. The siloxane will be applied (may slightly darken the brick appearance) at the brick wall above the tunnel skylight and extend 5 feet to either side of both the Northerly and Southerly facing rising wall.

NOTE: It is possible that the brick surface condition is deteriorated beyond the effective use of a clear sealant. However, based on my inspection, I recommend we attempt the sealant as it will not alter the general appearance of the brick wall. If the application of the sealant is ineffective, exterior paint may be the only answer.

Cost
\$7,800.00

*If you have any questions, please call Guy (682-438-1994), the operations manager, to discuss.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-91

Resolution authorizing the annual renewal of Adobe software subscription.



RESOLUTION NO. 2021-91

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

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF ADOBE

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

WHEREAS, the City has obtained the attached quote:

- SHI in the amount of \$7,598.16 off of Omnia Partners - IT Solutions
Contract #2018011-02

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$7,598.16; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-01-20-140-000-222. 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 renewal subscription of Adobe in the amount of \$7,598.16 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. 2021-91 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

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

MELODY HARTSGROVE
CITY CLERK



Pricing Proposal
 Quotation #: 19943109
 Created On: 1/19/2021
 Valid Until: 1/29/2021

City of Asbury Park

Joe Dellaragione

NJ
 United States
 Phone: (732) 502-5729
 Fax:
 Email: joe.dellaragione@cityofasburypark.com

Inside Account Executive

Jayson Perez

290 Davidson Ave
 Somerset, NJ 08873
 Phone: (732) 652-3067
 Fax:
 Email: Jayson_Perez@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Creative Cloud for teams - All Apps - Team Licensing Subscription Renewal (monthly) - 1 user - GOV - Value Incentive Plan - level 1 (1-9) - Win, Mac - Multi North American Language Adobe - Part#: 65304042BC01A12 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	8	\$949.77	\$7,598.16
Total			\$7,598.16

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Attachment: SHI QUOTE ADOBE v2 (2021-91 : Authorizing the Annual Renewal of Adobe)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-92

Resolution authorizing the purchase of access control security system at the Transportation Center utilizing transportation funds.



RESOLUTION NO. 2021-92

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

RESOLUTION AUTHORIZING PURCHASE OF ACCESS CONTROL SECURITY SYSTEM AT THE TRANSPORTATION CENTER

WHEREAS, the City of Asbury Park ("City") has a need to purchase access control security system for the Transportation Office in response to additional security needed due to COVID-19; and

WHEREAS, the City has obtained the attached quotes totaling \$7,719.44

- A+ Technology & Security in the amount of \$7,719.44 on State Contract #17-TELE-00231

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of additional access control security system to the vendor listed above in an amount of \$7,719.44; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-06-55-502-000-201. 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 additional access control security system in the amount of \$7,719.44 and a copy of this Resolution shall be provided to the Director of IT, 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. 2021-92 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

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

MELODY HARTSGROVE
CITY CLERK



A+ TECHNOLOGY & SECURITY SOLUTIONS, INC.

www.aplustechnology.com

HEADQUARTERS • 1490 N. Clinton Avenue • Bay Shore, NY 11706 • 631.969.2600
 NEW ENGLAND • 1027 Fairfield Avenue • Bridgeport, CT 06605 • 203.290.6300

Quote

Date	Quote #
1/19/2021	ES26402

Bill To: Joe Dellagione
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park NJ 07712

Ship To: Joe Dellagione
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park NJ 07712

Title	Terms	Rep
Asbury Park Train Station 2 Sets of Double Doors	Net 30	Sobel, Matthew

Ln #	Qty	Description	Unit Price	Ext. Price
1	2	T15 Mifare Reader, Black Manuf. Part #: C300470	\$190.00	\$380.00
2	2	Door License (Per Door) Manuf. Part #: 2A8943	\$130.00	\$260.00
3	2	ELECTRIC LATCH RETRACTION KIT X EXTERNAL MODULE VON DUPRIN 33/35 & 98/99 Manuf. Part #: LR100VDK-EM	\$540.54	\$1,081.08
4	2	Armored Door Loop 1/4" I.D. Flex (18") Aluminum Keedex K-DLA Manuf. Part #: K-DLA	\$21.81	\$43.62
5	1	12/24 VDC UL SPLY W/ ACM8 Manuf. Part #: AL400ULACM	\$253.79	\$253.79
6	2	12V/7.0AH BATTERY Manuf. Part #: BT126	\$26.14	\$52.28
7	1	3 CONDUCTOR LINE CORD Manuf. Part #: LC2	\$4.09	\$4.09
8	1	18/4 STRANDED SHIELDED Natural Manuf. Part #: 32151112	\$204.67	\$204.67
9	1	22/6 STRANDED SHIELDED Natural Manuf. Part #: 32061112	\$147.91	\$147.91
10	28	IPV-LABOR Manuf. Part #: LABOR	\$189.00	\$5,292.00

In accordance with NJ State Contract.
 Contract/Blanket # 17-TELE-00231
 Bid # 17DPP00085
 Description - G2424 Surveillance and Access Control Security
 Systems

Subtotal	\$7,719.44
Sales Tax	\$0.00
Total	\$7,719.44

Attachment: A+ TECHNOLOGY TRANSPORTATION CENTER SECURITY (2021-92 : Purchase of Access Control Security System at the

SCOPE OF WORK

-A+ will install (2) card readers on the Asbury Park Station entrance doors

ASSUMPTIONS

- Client will provide all 110V electrical outlets needed
- Doors are in good working condition
- Controller being installed for the transportation project has available reader ports and outputs for use with these two doors.
- Installation will occur during normal business hours Monday - Friday 8:00am - 5:00pm
- All areas are asbestos free
- A+ will use existing penetrations, cable trays, conduit and j-hooks where available
- Conduit, wiremold and j-hooks are not included

Sign here to acknowledge that you have read and understand the Scope of Work, Assumptions & Notes/Customer's Expectations.

Signature

Print Name

Attachment: A+ TECHNOLOGY TRANSPORTATION CENTER SECURITY (2021-92 : Purchase of Access Control Security System at the

TERMS & CONDITIONS

1. REMITTANCES: All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by A+ Technology & Security Solutions, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.

2. PROPOSALS: Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after date received.

3. PROGRESS PAYMENTS: All equipment either delivered directly to the job site or received at seller's offices for configuration will be billed upon receipt. Seller reserves the right to invoice Customer as the work progresses. Invoices are due upon receipt (or based on approved terms) by Customer. If the Customer becomes overdue in any undisputed progress payment, Seller shall be entitled to suspend work & shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of NY and also to avail itself of any other legal remedies.

4. (RMA) RETURN MERCHANDISE AUTHORIZATION:

- Items returned for credit may be subject to a 25% restocking fee. In order to be considered for an eligible return, items must be returned to the Sellers office within 30 days of order. Credit return privileges may not apply to certain Third Party Distributed items. A 25% restocking fee applies to those Third Party items that are accepted for return.
- Items returned for credit must be in NEW, UNUSED, RESELLABLE condition and in their original packaging. Items showing any signs of use will not be accepted for return for credit.
- All items returned are subject to inspection and acceptance by A+ Technology & Security Solutions, Inc.
- In the event that a return is refused, the customer will be contacted to arrange for the product return and a \$125.00 test and inspection may be applied.
- Custom fabrication orders and special orders cannot be returned for credit as their purchase is considered final.

5. CANCELLATION AND SUSPENSION: Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge. Seller adjustment charge is equal to all invoices for work performed, all invoices for hardware delivered, plus 15%.

6. TAXES: The amount of any sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated to pay, either on its own behalf of the Customer or otherwise, with respect to the material and other service covered by this proposal, shall be added to such invoices and paid by the Customer.

7. LOSS, DAMAGE OR DELAY: Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. Client has full responsibility for disclosing to A+ any hazards including but not limited to asbestos locations prior to A+ beginning work. A+ is not responsible for damages caused by undisclosed hazards including but not limited to removal or remediation of any hazardous materials in relation to the work being performed. In no event shall seller be liable for any consequential or special damages.

8. WARRANTY: Seller warrants that the equipment installed and services furnished by it and covered by this proposal are free from defects under normal use and service and equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (90) ninety days after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to abuse, fire or decomposition by chemical or galvanic action. This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, express or implied. There are no implied warranties of merchantability or of fitness for a particular purpose. Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not installed by it.

9. CUSTOMER'S REMEDIES: The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. In no event shall seller be liable for claims (based upon breach of implied warranty) for any other damages, whether direct, immediate, foreseeable, consequential, or special or for any expenses incurred by reason of the use or misuse of equipment which or does not conform to the terms and conditions of any contract resulting from this proposal.

10. GOVERNING LAW: Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of NY

11. LICENSING/SOFTWARE AGREEMENTS/MANUFACTURER WARRANTIES: All licensing/Software Agreements and Manufacturer Warranties commence on the day the the Seller procures them from the manufacturer.

12. ACCEPTANCE OF TERMS: This proposal shall become a binding contract between the Customer and Seller when accepted in writing by signature of Authorized Representative of Customer and Seller receipt of 50% Deposit. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

13. PAYMENT TERMS: After initial 50% deposit is received; the customer will be invoiced for progress payments due upon receipt based on the percentage of job completion. For example, if job is 50% complete, customer will owe the original 50% deposit plus 50% of the remainder due.

Bill To: Joe Dellagione City of Asbury Park 1 Municipal Plaza Asbury Park NJ 07712	Ship To: Joe Dellagione City of Asbury Park 1 Municipal Plaza Asbury Park NJ 07712
Remarks Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from A+ Technology & Security Solutions, Inc. will be submitted for 30% of the project upon award for mobilization and equipment purchase. A+ Technology & Security Solutions, Inc. will perform all walkthrough's during normal business hours (8am - 5pm) Monday-Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and holiday time.	
As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt. Any alteration of deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above. The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of A+ Technology & Security Solutions, Inc. as evidence by their signature below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of A+ Technology & Security Solutions, Inc. which is not expressed herein.	
A+ Technology & Security Solutions, Inc. is authorized to proceed with the work as proposed.	
_____ Signature	
_____ Print Name	
_____ Date	



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-93

Resolution authorizing an annual service contract for Mobile Data Service Coverage with Wireless Communications & Electronics under NJ State Contract #83909 billed at \$1,220.00 per month.



RESOLUTION NO. 2021-93

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

RESOLUTION AUTHORIZING AN ANNUAL SERVICE AGREEMENT FOR MOBILE DATA SERVICE COVERAGE

WHEREAS, Wireless Communications & Electronics has provided the City with an annual service agreement for Mobile Data Service Coverage for Panasonic Toughbooks, Arbitrators and Body Worn Cameras at the Police Department; and

WHEREAS, the City has previously purchased all Panasonic products from Wireless Communications & Electronics off of NJ State Contract #83909; and

WHEREAS, the City has obtained the attached quote totaling \$14,640.00 from Wireless Communications & Electronics; and

WHEREAS, the City of Asbury Park is desirous of awarding the service agreement to the vendor in an amount listed above; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: 1-01-25-240-000-218. The maximum dollar value of this purchase is as stated 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 the annual service agreement for mobile data service coverage with Wireless Communications & Electronics in the total amount of \$14,640.00; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that a copy of this Resolution be provided to the CFO, City Manager, Chief of Police 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. 2021-93 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

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

MELODY HARTSGROVE
CITY CLERK



SERVICE AGREEMENT

55 Liberty Street
Metuchen, NJ 08840
 Phone (732) 926-1000
 Fax (856) 753-9290

CUSTOMER NAME: Asbury Park Police Department
 ATTN: Kirby Vargas
 BILLING ADDRESS: 1 Municipal Plaza
 CITY / STATE / ZIP: Asbury Park, NJ 07712

DATE: 1/1/2021
 AGREEMENT ORDER #: 06152014
 CUSTOMER CONTACT: Kirby Vargas
 CUSTOMER PHONE #: (732) 774-1300

START DATE: 1/1/2021 AUTOMATIC RENEWAL: ☒ YES ☐ NO EXPIRATION DATE: 12/31/2021

CUSTOMER EMAIL: kirby.vargas@cityofasburypark.com

WHEN THIS AGREEMENT IS ACCEPTED BY WIRELESS THE EQUIPMENT ON THE CUSTOMER/AGREEMENT ORDER REFERENCED ABOVE WILL BE SERVICED BY WIRELESS IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE. THIS AGREEMENT DOES NOT INCLUDE REPLACEMENT OF ANTENNAS OR BATTERIES, OR SERVICE OF ANY TRANSMISSION LINE, ANTENNA, TOWER OR TOWER LIGHTING UNLESS SUCH WORK IS DESCRIBED BELOW.

QTY	MODEL NUMBER/SERIAL NUMBER/DESCRIPTION	PLACE OF SERVICE			MONTHLY SVC AMOUNT	
		CUST. LOCATION	SVC CTR DRIVE-IN	SVC CTR MAIL-IN		EXTENDED
	Mobile Data Service Coverage					
20	Panasonic CF30/31 Toughbooks	X	X	X		490.00
20	Panasonic Arbitrators	X	X	X		570.00
70	Panasonic BWCs	X	X	X		160.00
	Coverage includes all associated	X	X	X		
	hardware parts and labor coverage	X	X	X		
	Motorola State Contract Available at					
	#83909					

PAYMENT CYCLE:

- ☐ ANNUALLY
☐ SEMI-ANNUALLY
☐ QUARTERLY
☒ MONTHLY
☒ OTHER (SPECIFY IN SPECIAL INSTRUCTIONS)

TAX EXEMPT:

- ☒ YES, ATTACH EXEMPT CERTIFICATE
☐ NO

TOTAL PER MONTH	\$1,220.00
TAXES	Exempt
MONTHLY TOTAL	\$1,220.00

THE ABOVE SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY WIRELESS.

SPECIAL INSTRUCTIONS:

For Service Call: (732) 926-1000 *Severity Levels for Service*:

*Severity 1 Major System Failure Dispatched 7 x 24 x 365.

Immediate Call Back. 2 Hour Response On site

*Severity 2 Significant System Impairment Dispatched 7x24x365

Immediate Call Back. 4 Hour On-site Response

*Severity 3 Minor System Impairment Dispatched 8x5 Monday - Friday

Same Day Call Back. 24 Hour Turn Around On-site Response

*Severity 4 Technical Questions, Upgrades, Intermittent Problems.

System Problems presently being monitored. Parts Question Tech is not on site, has

questions concerning problem. Work to be performed Standard Hours

** Contract Includes all labor and parts repair**

Physical Damage will be quoted at Time & Material Rate

Customer can be invoiced monthly, quarterly, semi annual, or annual

☒ NEW

☐ SUPERSEDE

AGREEMENT

AGREEMENT NUMBER(S):

ADDITIONAL TERMS, DEFINITIONS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE PRINTED ON THE REVERSE SIDE.

AUTHORIZED CUSTOMER SIGNATURE/P.O. # TITLE DATE
 IS P.O. REQUIRED? ☒ YES, ATTACHED P.O. ☐ NO

Bob Haber

SALES/SERVICE REPRESENTATIVE (SIGNATURE)

TELEPHONE #



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-94

Renewal of the contract for Passport Labs, Inc. to provide the mobile parking application to the City of Asbury Park



RESOLUTION NO. 2021-94

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

AUTHORIZING A RENEWAL AGREEMENT WITH PASSPORT LABS, INC. FOR A MOBILE PARKING APPLICATION

WHEREAS, the City of Asbury Park is a member of the National Cooperative Purchasing Alliance (NCPA); and

WHEREAS, the NCPA awarded Passport Labs, Inc. a competitively bid contract and said NCPA Contract Number 05-51 on December 8, 2020; and

WHEREAS, Public Law 2011, c. 139 and subsequent Local Finance Notice (LFN) 2012-10 authorizes the use and subsequent implementation of national cooperatives; and

WHEREAS, the City Council awarded a contract to Passport Labs, Inc. on March 22, 2017 (Resolution No. 2017-117) through the NCPA to provide the City of Asbury Park with a mobile parking application; and

WHEREAS, Passport Labs, Inc. has provided a month-to-month renewal contract of no charge to the City and as per N.J.S.A 40A:11-5 this contract shall be for two years in length; and

WHEREAS, the contract term shall commence upon the date of the mutually agreed upon Notice to Proceed that shall be signed by Passport Labs, Inc. and the City Manager; and

WHEREAS, said contract is attached to this Resolution; and

WHEREAS, the Director of Transportation is recommending to the City Council to authorize the renewal of the contract for Passport Labs, Inc. to provide the mobile parking application to the City of Asbury Park; and

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

WHEREAS, the City Clerk shall advertise this award as per the requirements in LFN 2012-10.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park,

County of Monmouth, State of New Jersey, authorizes the City Manager to enter into an agreement with Passport Labs, Inc. as per NCPA Contract 05-51 for a mobile payment parking application.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Clerk, Director of Transportation 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. 2021-94 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

CERTIFIED BY ME THIS 28th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of January 21, 2021, (the “Effective Date”) and entered into by and between Passport Labs, Inc., a Delaware corporation (“Passport”), and City of Asbury Park, NJ, (“Customer”). Passport and Customer are each a “Party” and collectively the “Parties.”

Passport is in the business of providing, and Customer desires to obtain from Passport, certain parking- or transit-related software, hardware, and/or related services. This Agreement establishes the master terms and conditions that will apply to Customer’s purchase from Passport of the products and services under this Agreement and Passport’s delivery of the same to Customer. In consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the meaning set forth below (or as otherwise defined in the Agreement):

1.1. “Agreement” means this Software License and Service Agreement, the Product-Specific Terms, the Order Form(s), the Statement(s) of Work, and all other attachments, exhibits, and schedules hereto.

1.2. “Confidential Information” means all information of either Party (“Disclosing Party”) which is disclosed to the other Party (“Receiving Party”) pursuant or in relation to this Agreement (a) if in written form, that is marked “Confidential,” “Proprietary,” or with words of similar import; and (b) if in written form, but not marked “Confidential,” “Proprietary,” or with words of similar import, or if disclosed verbally that a reasonable person would regard such information as confidential under the circumstances of disclosure or in view of the nature of the information. Confidential Information includes, by way of illustration and not limitation, this Agreement, the Passport System and all components thereof, the Intellectual Property, and all non-public know-how, inventions, techniques, processes, algorithms, software programs, schematics, designs, contracts, customer lists, financial information, pricing information, marketing information, and product plans.

1.3. “Customer” is the entity specified in the preamble and includes any entity directly or indirectly controlling, controlled by, or under common control with Customer including, without limitation, any subsidiary, affiliate, or parent of Customer on the Effective Date of this Agreement.

1.4. “Documentation” means the technical documentation for the Passport System provided by Passport to Customer, including all updates and versions thereof, whether in the form of electronic or printed materials, magnetic media, or machine-readable format.

1.5. “End User” means any individual who uses any component of the Passport System to transact for any Product.

1.6. “Go-Live Date” means the date on which the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, is launched and begins to be utilized by Customer.

1.7. “Initial Term” means a period of thirty-six (36) months from the Go-Live Date, unless otherwise indicated in an Order Form.

1.8. “Intellectual Property” means all tangible and intangible property of Passport or its third-party vendors provided to Customer pursuant to this Agreement that is embodied in or used in connection with the Passport System, including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, and/or which is protected or is protectable under copyright, patent, trade secret, service mark, trademark, or other intellectual property laws and/or regulations.

1.9. "License Fees" means the fees owed to Passport in consideration of providing Customer the Passport System pursuant to this Agreement as memorialized in the Order Form or elsewhere in the Agreement.

1.10. "Licensed Hardware" means the Passport hardware and any Third Party Hardware as more particularly set forth in an Order Form.

1.11. "Licensed Software" means the Passport software and any Third Party Software as more particularly set forth in an Order Form.

1.12. "Order Form" means that certain form bearing the same caption on which the Products, Third Party Products, and any other software, hardware, products, or services ordered by Customer under this Agreement, among other things, are specified.

1.13. "Passport System" means collectively the Licensed Software, Licensed Hardware, Documentation, and any Third Party Products licensed or sold under this Agreement by Passport to Customer.

1.14. "Product" means any product offered by Passport, including a mobile payments for parking platform, a citation issuance and management platform, a digital permits platform, a mobile payments for transit platform, a micromobility management platform, and a unified platform for the management and distribution of parking rates and business rules, as well as any other product identified in an Order Form.

1.15. "Product-Specific Terms" means those separate legal terms appended to this Agreement that apply to each Product purchased by Customer under this Agreement.

1.16. "Renewal Term" means a period of twelve months following the Initial Term, unless otherwise indicated in an Order Form.

1.17. "Statement of Work" or "SOW" means a statement of work agreed upon by the parties with reference to each Product purchased under this Agreement and appended to this Agreement or to an Order Form. Any variation to a Statement of Work must be memorialized in a change order that is agreed upon and signed by the parties.

1.18. "Substantial Completion Date" means the date that Passport has completed configuring the Passport System, or any individual Product thereof if more than one Product is purchased under this Agreement, to the specifications as set forth in the applicable SOW and is ready to be launched and utilized by Customer. Passport will notify Customer when it has achieved the Substantial Completion Date for each Product.

1.19. "Term" means the Initial Term and any Renewal Term(s).

1.20. "Third Party Hardware" means the hardware (and any related software embedded in or distributed with the hardware by the manufacturer of such hardware) manufactured by third parties and resold and/or sublicensed by Passport to Customer.

1.21. "Third Party Products" means Third Party Hardware and Third Party Software.

1.22. "Third Party Software" means all software owned by third parties, sublicensed by Passport to Customer and integrated into or interfaced by Passport into the Passport System.

2. SERVICES

2.1. Performance. Passport shall perform the services and deliver the software and products under this Agreement in a competent, professional, and workmanlike manner consistent with industry practices. Passport will maintain all permits, certificates and licenses required by applicable law and Passport's

employees performing the services will be qualified to perform the services and licensed as required. Passport will at all times during the Term be duly organized, validly existing and in good standing under the laws of the state of Delaware.

2.2. Order Forms. The Order Form shall set forth what Passport is to provide to Customer under this Agreement. To the extent Customer wishes to procure, and Passport wishes to provide, any additional products or services, the parties shall enter into one or more additional Order Forms as applicable that shall each form a part of and be subject to this Agreement.

2.3. Products. As of the Effective Date, Passport provides the Products (as defined above) in the marketplace (as well as related Third Party Products). Customer may request the addition of any Products and related services to the extent not provided by Passport to Customer as of the Effective Date and any additional software or platforms developed by Passport from and after the Effective Date, which shall be memorialized in a subsequent Order Form along with any additional terms (if applicable).

3. COMPLIANCE WITH LAW

3.1. In providing the services under this Agreement, Passport will comply at its sole cost and expense with all applicable federal, state, provincial, county, and municipal laws, statutes, rules, regulations and ordinances.

4. LICENSE; SERVICES

4.1. License Grant. Subject to the terms and conditions of this Agreement and all Third Party Software licenses, including, without limitation, the payment of all applicable License Fees, Passport hereby grants Customer a revocable, non-exclusive, nontransferable, non-subleaseable, and non-assignable license to use the Passport System during the Term for Customer's own internal operations in accordance with the terms of, and subject to the restrictions contained in, this Agreement.

4.2. License Restrictions. As a condition to the license set forth in Section 4.1, Customer shall not, directly, indirectly, alone, or with another person or entity (a) decompile, disassemble, interpret, reverse engineer, translate, or otherwise determine or attempt to determine any source code, algorithms, or underlying ideas of the Licensed Software or any portion thereof; (b) remove or modify any Passport or third-party markings, identification, copyright, or other notices from the Passport System; (c) sublicense, provide, lease, lend, pledge, use for timesharing or service bureau purposes, or allow others to use the Passport System to or for the benefit of third parties; (d) modify, change, incorporate into other software, create any databases other than as permitted herein, or create a derivative work of any part of the Licensed Software or Documentation; (e) disclose results of any performance information, analysis, or program benchmark tests without Passport's prior written consent; (f) make the Passport System, in whole or in part, available in any manner to any third party; (g) install or use the Passport System in any manner not in accordance with the license grant pursuant to Section 5.1; or (h) attempt to do any of the foregoing whether individually or with others.

4.3. No Other Licenses. Except as specifically granted in this Agreement, no license or other right is granted, either directly or indirectly, by implication or otherwise, to Customer, and all other rights are expressly reserved to Passport or its third-party vendors, as applicable.

5. THIRD PARTY PRODUCTS

5.1. The successful delivery of the Passport System may require that Customer use certain Third Party Products depending on Customer's operations, and, if so, Customer will be notified. Customer agrees to be bound to all licenses, obligations, restrictions, and limitations in connection with any Third Party Products. Excluding warranty of title to any Third Party Products, all other Third Party Product warranties, including, without limitation, warranties with respect to materials, workmanship, capability, and intellectual property rights are made by such manufacturers and not by Passport. Passport will use commercially reasonable efforts to pass through to Customer for Customer's benefit all end-user warranties

that the Third Party Products vendor(s) provides directly to Passport. Customer will look solely to such vendors or manufacturers for all remedies under such warranties.

6. INTELLECTUAL PROPERTY

6.1. Ownership. Customer acknowledges and agrees that the Intellectual Property is exclusively owned by and reserved to Passport, or to Passport's Third Party Software or Third Party Hardware providers, as the case may be, and Passport or such Third Party Software or Third Party Hardware providers will retain all right, title, and interest in the Intellectual Property. Customer will neither acquire nor assert any ownership or other proprietary rights in the Intellectual Property or in any derivation, adaptation, or variation thereof (regardless of who creates the derivation, adaptation, or variation) except as otherwise explicitly set forth in this Agreement.

6.2. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Passport's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 21 (Confidentiality; Trade Secrets) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 21 (Confidentiality; Trade Secrets), Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to the Passport System. "Feedback" refers to any suggestion or idea for improving or otherwise modifying the Passport System.

7. PRIVACY POLICY; TERMS OF USE

7.1. End users' use of the Passport System shall at all times be governed by Passport's Privacy Policy, which can be viewed at <https://passportinc.com/privacy-policy/>, and Passport's Terms and Conditions, which can be viewed at <https://passportinc.com/terms-and-conditions/>. Passport's Privacy Policy and Terms and Conditions may be amended from time to time in Passport's sole discretion.

8. SUPPORT SERVICES

8.1. Customer Support. Passport will provide telephone and email support to Customer's staff Monday through Friday between 8:00 a.m. to 7:00 p.m. ET to address technical support issues. Passport will provide 24/7 after-hours telephone support. Passport can be contacted for support issues at:

- 980-939-0990 or via email at help@passportinc.com (Monday-Friday 8AM-7PM ET)
- 866.815.3043 or help247@passportinc.com (after-hours support)

8.2. End User Support. Customer shall provide initial support, including inquiries via telephone and email, for End Users. If Customer is unable to address End User inquiries, Customer may direct End Users to Passport's End User support team, which is available Monday through Saturday between the hours of 8:00 a.m. to 9:00 p.m. ET at 704-817-2500 or via email at support@passportinc.com. Customer should not display Passport's support phone numbers (or other direct contact information for Passport) on any marketing or signage visible by End User.

9. PRODUCT UPDATES

9.1. Updates. To the extent that Passport releases any system-wide improvements, modifications, updates, or enhanced versions of the Licensed Software during the Term, the improvements, modifications, updates, or enhanced versions will, when available, be provided to Customer at no charge and will automatically be subject to the terms of this Agreement.

9.2. New Features. Customer may request new features or functionality to be built into the Passport System, and, to the extent that Passport plans in its sole discretion to incorporate such requested new features or functionality into the Passport System, Passport will develop such features and functionality at no cost to Customer pursuant to Passport's development timeline. If Customer desires to expedite such

development, Passport may, in its sole discretion, charge Customer an expedite fee to develop the requested features or functionality, provided, however, that Passport shall first notify Customer of the expedite fee and receive written approval from Customer to proceed. If Customer's requested features or functionality are created for Customer's use and Passport does not plan to incorporate such requested features into the Passport System, Passport may, in its sole discretion, charge Customer a custom development fee for the development of such features or functionality, provided again, however, that Passport shall first notify Customer of the custom development fee and receive written approval from Customer to proceed.

10. UPTIME

10.1. Passport will provide the Passport System with Uptime (as defined below) of at least ninety-nine percent (99.0%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which the Passport System uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee, multiplied by the total fees payable to Passport for such month. For example, if Uptime falls to ninety-five percent (95.0%) during a given month and if during that month the fees payable to Passport were one hundred dollars (\$100.00), Passport will issue a billing credit of four dollars (\$4.00). Uptime is defined as any period of time during which end users of the Passport System can use the Passport System, excluding any scheduled maintenance performed by Passport after hours or unavailability or impaired functionality of the Passport System due to causes outside of Passport's reasonable control (e.g., disruptions caused by Passport's hosting or payment processing partners).

11. FEES; PAYMENT

11.1. License Fees. In consideration for the licenses granted to Customer under this Agreement, Customer shall pay to Passport the License Fees.

11.2. Annual License Fees. For License Fees that are payable on an annual basis, as indicated in an Order Form, License Fees for the first year of the Term are due and payable upon the Effective Date and, thereafter, on the anniversary of the Effective Date for the duration of the Term.

11.3. Third Party Products Fees. Customer shall pay Passport all fees related to Third Party Products supplied to Customer under this Agreement as set forth in an Order Form (collectively, the "Third Party Product Fees"), if applicable. Fees for Third Party Products provided through Passport from and after the Effective Date may be subject to change based on the then-prevailing market rates of any Third Party Product provider for such products.

11.4. Implementation or Monthly Minimum Fees. Customer shall pay Passport the implementation fees or monthly minimum fees, if any, as set forth in an Order Form.

11.5. Fee Assumptions. Passport's License Fees, gateway services fees, and merchant services provider fees as set forth in this Agreement as of the Effective Date are conditioned upon certain underlying information pertaining to Customer's operations provided to Passport by Customer relating to transaction volume (e.g., number of mobile pay transactions, number of citations written, or number of parking permits purchased), transaction rates (e.g., hourly parking rates, citation rates, and permits rates), and average dollar amount of transactions as of the Effective Date, as well as card network fees in effect as of the Effective Date. To the extent there are non-trivial changes in any of the foregoing from and after the Effective Date, the License Fees, gateway services fees, and/or merchant services provider fees are subject to change to maintain, as closely as possible, the economic arrangement anticipated, or subsequently achieved, based on the information and card network fees in effect as of the Effective Date. Passport and Customer shall negotiate in good faith with respect to the same, provided, however, that Passport shall not be obligated to continue providing the Passport System if the Parties are unable to reach agreement on a revised fee structure.

11.6. Expenses. Customer shall reimburse Passport for any travel, lodging, and meal expenses incurred in connection with Passport's performance under this Agreement, which shall be invoiced as incurred.

11.7. Payment Terms. Unless otherwise indicated in an Order Form, all payments due to Passport hereunder are due and payable within thirty (30) days after the date of the invoice. Any amounts not timely paid shall bear interest at the rate of one and one-half percent (1.5%) per month from the due date or, if lower, the maximum rate permissible by law. If Customer fails to remit payment when due, Passport will have, in its sole discretion, the right to immediately suspend or terminate Customer's access to the Passport System in accordance with Section 17.2.1 and/or withhold funds in Passport's possession that would otherwise be remitted to Customer, in addition to any other remedies available to Passport under this Agreement or under law. Unless otherwise specified in an Order Form, all amounts payable to Passport hereunder are payable in full in United States Dollars without deduction or set off and shall be in addition to all tax obligations of Customer. If a currency other than the U.S. Dollar is specified in the Order Form, the exchange rate will be fixed at the foreign exchange rate published by the United States Federal Reserve on the date the remittance of payment is made or pursuant to a suitable commercially available service to the extent utilized by Passport in its sole discretion. If Customer requires remittance of funds by check or custom invoicing inconsistent with Passport's standard format, Passport reserves the right to assess reasonable additional fees that shall be communicated and agreed upon with Customer in advance.

12. CUSTOMER OBLIGATIONS.

In addition to the payment of fees as set forth above any other obligations of Customer set forth in this Agreement, Customer shall also be subject to the following covenants:

12.1. Customer shall use Passport as Customer's sole provider for the Products and services procured by Customer under this Agreement and any substantially similar products or services provided by other vendors that are capable of being provided by Passport.

12.2. Passport's pricing is conditioned on Customer's continuous use of the Passport System throughout the Term consistent with historical use of the Passport System or any predecessor system. Customer covenants that it will not, during the Term, take any action that would materially diminish or cease the use of the Passport System, except in the case of a termination pursuant to Section 17.2.

12.3. From and after the Effective Date, Customer shall cooperate reasonably and promptly with Passport, and devote sufficient personnel and resources, to support the configuration and implementation of the Passport System through and including the Substantial Completion Date and Go-Live Date, and thereafter as reasonably necessary to continue the ongoing operations and maintenance of the Passport System on behalf of Customer.

13. PAYMENT GATEWAY PROVIDER

13.1. Passport is a payment gateway provider and shall provide payment gateway services to Customer in connection with the Products delivered under the Passport System at the rates indicated in the Order Form.

14. MERCHANT SERVICES PROVIDER

14.1. Passport is a full-service Merchant Services Provider, meaning a service provider certified by the major card networks (Visa, Mastercard, Discover, and American Express) to process credit and debit card transactions. Passport shall serve as the Merchant Services Provider in connection with the provision of the Passport System at the rates indicated in the Order Form. Customer will be responsible for paying all merchant processing costs, including, without limitation, chargeback fees, settlement fees and interchange reimbursement fees.

15. TAXES

15.1. To the extent applicable, Customer agrees to pay all taxes levied by a duly constituted taxing authority against or upon the products and services provided pursuant to this Agreement, or arising out of this Agreement (excluding, however, taxes based on Passport's income) regardless of whether such taxes become due or payable at the time of delivery or use of the Passport System or subsequent thereto. Customer agrees to pay any tax for which it is responsible hereunder which may be levied on or assessed against Customer directly, and, if any such tax is paid by Passport, to reimburse Passport therefore, upon receipt of proof of payment by Passport. Customer agrees to indemnify, defend, and hold Passport harmless with respect to all taxes or duties which any federal, state, or local taxing authority requires Passport to pay on behalf of Customer.

16. SHIPMENT AND DELIVERY

16.1. If any Third Party Products are purchased by Customer under this Agreement, Passport will deliver the same FOB shipping point for delivery to the installation site designated by Customer. Customer agrees to pay all reasonable delivery charges for the Third Party Products. Delivery schedules may not be canceled, postponed, or changed without Passport's prior written consent. Unless otherwise expressly stated, shipments shall be separately invoiced and paid as billed without regard to subsequent deliveries. Failure to timely pay Passport any monies due or owing Passport shall excuse Passport from making further deliveries, in addition to any other remedies to which Passport is entitled under this Agreement. Title to and risk of loss in the Third Party Products shall pass to Customer when the delivery carrier takes possession of the Third Party Products.

17. TERM AND TERMINATION

17.1. Term. This Agreement is effective as of the Effective Date and shall remain effective for as long as there is an active Order Form, unless sooner terminated pursuant to Section 17.2 below. Upon expiration of the Initial Term of an Order Form, the Order Form shall automatically renew for successive Renewal Terms on the same terms and conditions, unless either Party notifies the other in writing not less than ninety (90) calendar days prior to the expiration date of the Initial Term or the applicable Renewal Term of its intent not to renew.

17.2. Termination. The following termination rights are in addition to any rights provided elsewhere in this Agreement and are without prejudice to any other right or remedy available to Passport or Customer at law or in equity:

17.2.1. Passport may terminate this Agreement and all licenses granted hereunder upon notice to Customer in the event that Customer fails to make full payment when due of any amount required to be paid by Customer under this Agreement within ten (10) calendar days of Passport's written notice of such failure to pay.

17.2.2. This Agreement may be terminated by either Party upon thirty (30) calendar days' prior written notice to the other Party in the event of a material breach of a material provision of this Agreement, provided, however, that the termination shall not be effective if, during the thirty (30) day notice period, or such other cure period as mutually agreed upon by the Parties, the breaching Party cures the breach.

17.3. Effect of Termination. Upon expiration or termination of this Agreement for any reason, (a) any licenses granted to Customer and all rights of Customer in and to the Passport System will immediately terminate; (b) Customer shall immediately cease using the Passport System; (c) Customer shall return to Passport any Licensed Hardware which Customer has not obtained title to as of such expiration or termination, and (d) all monies paid or due or owing to Passport by Customer up to such cancellation, completion, expiration, or termination shall be deemed non-refundable. Customer shall make payment on Passport's final invoice as set forth in Section 12.4. Passport will provide commercially reasonable assistance to Customer to enable the transition of the services to a successor vendor, if

requested by Customer, provided first, however, that Customer has remitted to Passport all outstanding balances. The Customer may not remove any signage or decals until after the termination date of the Agreement.

18. WARRANTIES.

18.1. Passport Warranties.

18.1.1. Passport warrants that it has full power and authority to license the Passport System to Customer as provided herein without the consent of any other person, or, in the event such consent is required, Passport has obtained said consent.

18.1.2. Passport warrants that the unmodified Passport System will operate in accordance with its specifications. Under this warranty, Passport will correct any errors in the unmodified Passport System at no extra charge to Customer. The foregoing warranty shall not apply to Third Party Products.

18.1.3. Passport further represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Passport, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Passport, and (d) the person signing this Agreement on behalf of Passport is authorized to bind Passport to this Agreement.

18.2. Customer Warranties.

Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; (b) this Agreement shall be the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof; (c) the execution and performance of this Agreement will not violate any federal, state, or local statute, rule, or regulation or any other contractual obligation of Customer, and (d) the person signing this Agreement on behalf of Customer is authorized to bind Customer to this Agreement.

19. DISCLAIMERS

19.1. GENERAL. EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT, PASSPORT EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. PASSPORT DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS THAT THE PASSPORT SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE PASSPORT SYSTEM AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT EVERY DEFECT IN THE PASSPORT SYSTEM WILL BE CORRECTED. THE PASSPORT SYSTEM IS EXPRESSLY PROVIDED "AS IS."

19.2. THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE DISCLAIMER. PASSPORT MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE THIRD PARTY SOFTWARE AND AS TO THE THIRD PARTY HARDWARE INCLUDING, WITHOUT LIMITATION, AS TO QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE ARE HEREBY EXPRESSLY DISCLAIMED. THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE PROVIDED UNDER THIS AGREEMENT ARE EXPRESSLY PROVIDED "AS IS."

19.3. EXCLUSIONS. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranties provided in this Agreement shall not apply to nonconformities, errors, or defects of any goods or services provided by Passport pursuant to this Agreement or any amendments thereto due to any of the following: (a) Customer misuse of the Passport System; (b) Customer modification of the Licensed Software; (c) Customer failure to utilize compatible computer and networking hardware and software or to install updated or enhanced versions of the Licensed Software provided by Passport; or (d) interaction with software or hardware not provided by Passport.

20. LIMITATION OF LIABILITY

20.1. IN NO EVENT SHALL PASSPORT'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT OF ALL FEES ACTUALLY PAID BY CUSTOMER TO PASSPORT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD ENDING ON THE DATE OF THE EVENT GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED PROFITS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (A) TO CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT; OR (B) IN THE EVENT OF A BREACH OF THE PARTIES' CONFIDENTIALITY OBLIGATIONS CONTAINED IN THIS AGREEMENT.

20.2. PASSPORT AND CUSTOMER EACH ACKNOWLEDGE THAT THE PROVISIONS OF THIS AGREEMENT WERE NEGOTIATED TO REFLECT AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THEM OF ALL RISKS (BOTH KNOWN AND UNKNOWN) ASSOCIATED WITH THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE PROVISIONS OF THIS SECTION 22 SHALL BE ENFORCEABLE INDEPENDENT OF AND SEVERABLE FROM ANY OTHER PROVISION OF THIS AGREEMENT.

21. CONFIDENTIALITY; TRADE SECRETS.

21.1. Obligations. Each Party will maintain in strict confidence all Confidential Information of the Disclosing Party. The Receiving Party will not disclose or grant use of the Disclosing Party's Confidential Information to any third party except to the Receiving Party's employees and other representatives who have a need to know such Confidential Information or as expressly authorized by the Disclosing Party in writing. The Receiving Party will not use the Disclosing Party's Confidential Information except as authorized by this Agreement. The Receiving Party will use at least the same standard of care to protect the Confidential Information of the Disclosing Party as it uses to protect its own confidential information of a similar nature, but in no event with less than reasonable care. The Receiving Party will cause each employee or other representative to whom the Receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. The Receiving Party will promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. Unless otherwise set forth herein, upon the expiration or termination of this Agreement for any reason, or upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party (or, at the Receiving Party's option, destroy) all of the Disclosing Party's Confidential Information and shall promptly certify in writing that it has done so; provided, however, that the Receiving Party shall not be obligated to return or destroy any Confidential Information stored in archival or back-up files for which return or destruction is not reasonably practicable or any Confidential Information that must be retained for as long as necessary for purposes of audit, compliance, dispute resolution, or record retention pursuant to this Agreement.

21.2. Exceptions. The foregoing obligations of confidentiality shall not apply to any information that the Receiving Party can show is or was: (a) already known to the Receiving Party at the

time of disclosure without obligation of confidentiality; (b) independently developed by the Receiving Party without use of or access to the Confidential Information of the Disclosing Party; (c) approved for disclosure by the Disclosing Party beforehand and in writing; (d) in the public domain without breach of this Agreement; or (e) lawfully received by the Receiving Party from a third party without obligation of confidentiality.

21.3. Permitted Disclosures. Nothing in this Section shall be construed to prohibit either Party from disclosing the Confidential Information of the other Party to the extent that such disclosure is required by applicable law or order of a court or other governmental agency, including pursuant to any open records law, open meetings law, or any other local public disclosure law applicable to Customer; provided, however, that the Receiving Party shall promptly notify the Disclosing Party in writing of such requirement and shall cooperate with the Disclosing Party to minimize the scope of any such disclosure and to obtain a protective or similar order.

21.4. Trade Secrets. Customer hereby acknowledges that the Passport System and its components, whether provided by Passport or its third-party vendors or licensors, constitute trade secrets of Passport and/or its third party-vendors or licensors, and as such are protected by civil and criminal law, are very valuable to Passport and/or its third-party vendors or licensors, and that their use must be carefully and continuously controlled. Customer agrees to notify Passport immediately of the unauthorized possession, use, or knowledge of any item supplied under this Agreement by any person or organization not authorized by this Agreement to have such possession, use, or knowledge. Customer will promptly furnish Passport full details of such possession, use, or knowledge and will cooperate fully with Passport in any litigation against third parties reasonably deemed necessary by Passport to protect its proprietary rights.

21.5. No Adequate Remedy. In the event of a breach of this Section 21, the parties agree that the Disclosing Party may not have an adequate remedy at law, in money, or damages and, accordingly, shall be entitled to seek an injunction against such breach without posting a bond, in addition to any other remedies at law or in equity.

22. DATA RIGHTS.

This Section shall govern the rights of Passport and Customer, as the case may be, with respect to the data that is subject to this Agreement. Passport will, by provisions in its Privacy Policy or otherwise, procure from such end users all such lawful consents and rights necessary to grant to Customer the rights in such data as stated in this Section. Passport's Privacy Policy, as it may be amended from time to time in Passport's sole discretion, can be viewed at <https://www.passportinc.com/privacy-policy>.

22.1. Operational Data. Operational Data is data specific to Customer's operation that is provided by Customer to Passport to be used in the configuration and provision of the Passport System for Customer's use. Operational Data is specific to Customer's operation, which is not available to Passport publicly or by other means. Operational Data may include, but is not limited to, zone information, rate information, operational schedules, business metrics, business rules, parking and other inventory and assets, and relevant details of partner agreements. In each case, Operational Data may refer to past, present, or future states of such items. Operational Data is the sole and exclusive property of Customer. Customer grants Passport a perpetual, irrevocable, royalty-free, and non-exclusive license to Operational Data.

22.2. PCI-DSS Information. Payment Card Industry-Data Security Standard Information ("PCI-DSS Information") consists of the following items, each as defined by the then-current Payment Card Industry Data Security Standards ("PCI-DSS"): Account Data; Cardholder Data; Primary Account Number; and Sensitive Authentication Data. Passport acquires a license or sublicense to the PCI-DSS Information from end users who share such data with Passport in connection with their use of the Software. In providing the services under this Agreement, Passport will maintain Payment Card Industry – Data Security Standard certification and secure PCI-DSS Information in accordance with PCI-DSS. As such, Passport may not grant Customer derivative rights to such PCI-DSS Information and Passport shall not be required to disclose such PCI-DSS Information to Customer.

22.3. Personal Identifiable Information. Personal identifiable information (“PII”) is any representation of information that permits the identity of an individual to whom the information applies to be reasonably determined or inferred by either direct or indirect means. Name, address, social security number, telephone number, or email address directly identify individuals. Certain data elements—including gender, race, birth date, geographic indicator (such as zip code or postal code), and other descriptors—can be used in conjunction or with other data elements to indirectly identify individuals. Passport may sublicense PII to Customer under certain conditions (including but not limited to Customer’s compliance with information security controls and applicable regulations) that shall be memorialized separately if and when applicable.

22.4. Activity Data. Activity Data is any data generated in the providing of services under this Agreement by Passport to Customer and by end users’ interactions with the services or with Passport directly that is not otherwise PCI-DSS information or PII as defined above. Activity Data may include, but is not limited to, user interaction data, geolocation data, opt-in/opt-out status (including compliance logs), purchase and session data, application diagnostic data, service performance data, and support data. Data that is derived from Activity Data is also Activity Data. Activity Data is the sole and exclusive property of Passport. Passport grants Customer an irrevocable, royalty-free, non-exclusive, non-assignable, and nontransferable license to Activity Data for the Term to the extent and in the format that Passport chooses in its sole discretion to expose such Activity Data through its administrative portal or as otherwise agreed upon with Customer and only for Customer’s internal use in connection with the services provided under this agreement.

23. PUBLICITY; USE OF NAMES AND MARKS.

Subject to the provisions of Section 21 (Confidentiality; Trade Secrets), the parties will have the right to publicly disclose that Passport is Customer’s provider of the Passport System as set forth herein by means of, by way of illustration and not limitation, news releases, public announcements, or other forms of publicity. Passport may use the name or marks of Customer, or reference the fact that Customer is a client of Passport, for business development purposes, as part of a portfolio or work, or in an illustrative list of clients.

24. DISPUTE RESOLUTION

24.1. Negotiation. If a dispute arises between or among Passport and Customer arising out of or concerning the meaning or interpretation of this Agreement or the terms or performance of this Agreement (collectively, a “Dispute”), Passport and Customer shall first attempt to settle such Dispute through good faith discussions and negotiations among principals of each Party authorized to bind each Party.

24.2. Venue; Jurisdiction. Any action or proceeding directly or indirectly arising out of a dispute will be settled exclusively in Mecklenburg County in the state of North Carolina and the parties expressly submit to and consent that the courts and authorities of the state of North Carolina will have exclusive jurisdiction over any such litigation. The parties hereby consent to service, jurisdiction, and venue of such courts for any litigation.

24.3. Governing Law. This Agreement, and any Disputes arising hereunder, shall be governed, interpreted, construed, and enforced in all respects in accordance with the laws of the State of North Carolina, excluding its conflict of laws rules.

25. GENERAL PROVISIONS.

25.1. Complete Agreement. This Agreement is intended as the complete, final, and exclusive statement of the terms of the agreement between the parties regarding the subject matter hereof and supersedes all other prior or contemporaneous agreements or understandings, whether written or oral, between them relating to the subject matter hereof. No amendment to, or modification of, this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties. Each Party

expressly acknowledges that there are no warranties, representations, covenants, or understandings of any kind, manner, or description whatsoever by either Party to the other except as expressly set forth in this Agreement.

25.2. No Waiver. Failure by either Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed or deemed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions, rights, or remedies in that or any other instance; rather, the same will be and will remain in full force and effect. Any waiver by either Party of its rights under this Agreement must be in writing and signed by a duly authorized representative of the waiving Party.

25.3. Assignment. This Agreement and all of its provisions will be binding upon and inure to the benefit of the parties and their respective permitted successors and assignees. Neither Passport nor Customer may assign any rights, interests, or obligations hereunder without prior written consent of the other Party, provided, however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this agreement. Any purported assignment in violation of this section shall be void and of no effect.

25.4. Construction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. Headings of paragraphs herein are for convenience of reference only and are without substantive significance. No rule of law that requires that any part of the Agreement be construed against the Party drafting the language will be used in interpreting this Agreement.

25.5. Severability. In the event that any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, (a) the Parties shall amend the pertinent provision(s) to reflect as nearly as possible the original intentions of the Parties, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

25.6. Relationship of Parties. The Parties expressly understand and agree that each Party is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Further, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other Party.

25.7. No Third Party Beneficiaries. This Agreement is made for the benefit of Passport and Customer and not for the benefit of any third parties.

25.8. Notices. All notices or other communications required or permitted to be made or given hereunder by one Party to the other Party shall be in writing and shall be deemed to have been given: (a) when hand delivered; (b) on the third (3rd) business day after the day of deposit in the United States mail when sent by certified mail, postage prepaid and return receipt requested; or (c) on the next business day after the day of deposit with reputable overnight delivery service. Such notices shall be sent to the address set forth below, or at such other addresses as may hereafter be furnished in writing by either Party to the other Party specifically as the Party's replacement address for notice under this Agreement.

[continued next page]

If to Passport:

Passport Labs, Inc.
 128 S. Tryon St., Suite 2200
 Charlotte, NC 28202
 Fax: (888) 804-1783
 khristian.gutierrez@passportinc.com
 Attn: Khristian Gutierrez

With a hard copy to Legal Department
 and by email to
legal@passportinc.com

If to Customer:

City of Asbury Park, NJ
 One Municipal Plaza
 Asbury Park, NJ 07712
 Michael.Manzella@cityofasburypark.com
 Attn: Michael Manzella

25.9. Force Majeure. If the performance of this Agreement or of any obligation hereunder is interfered with by reason of any circumstances beyond the reasonable control of the Party affected, including, by way of illustration and not limitation, fire, explosion, power failure, acts of God, war, revolution, epidemic, pandemic, or other public health concern, civil commotion, acts of public enemies, cybersecurity incident, any law, order, regulation, ordinance, executive order, or requirement of any government or legal body, delays or omissions attributable to third-party vendors, suppliers, or integration partners, or labor unrest, including, without limitation, strikes, slowdowns, picketing, or boycotts, then the Party affected shall be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations are contingent on the performance so interfered with); provided that the Party so affected shall use reasonable efforts to remove such causes of nonperformance.

25.10. Survival of Obligations. All rights and obligations of the parties under this Agreement, including, without limitation, those contained in the confidentiality provisions herein, which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement and shall remain in full force and effect between the parties.

25.11. Counterparts. This Agreement may be executed in several counterparts, each of which when executed and delivered shall be deemed an original and each of which alone and all of which together shall constitute one and the same instrument. Facsimile signatures (or signatures in a .pdf or similar copy of the original) or electronic signatures shall be treated as original signatures for the purpose of enforcing this Agreement. Any signature delivered by a Party by facsimile transmission or electronic delivery shall be deemed to be an original signature hereto.

[signature page follows]

IN WITNESS WHEREOF, each Party hereto, intending to be legally bound hereby, has caused its duly authorized representative to execute this Agreement and bind such Party effective as of the Effective Date.

CUSTOMER:
ASBURY PARK, NJ

PASSPORT:
PASSPORT LABS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: Asbury Park NJ SLISA and Order 1.21.21 (2021-94 : Authorizing an agreement with Passport for a mobile parking application)

ORDER FORM

This Order Form (the "Order Form"), effective as of January 21, 2021, is being entered into by and between Passport Labs, Inc. ("Passport") and City of Asbury Park, NJ ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") entered into by the Parties as of January 21, 2021. Passport has an agreement with the National Purchasing Alliance ("NCPA") awarded on December 8, 2020, NCPA Contract No. 05-51 ("NCPA Contract") and the Customer has the authority to enter into a cooperative purchase contract with Passport utilizing the NCPA Contract. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. Capitalized terms used but not defined herein shall have the same meanings as set forth in the Agreement.

I. SUMMARY OF THE PRODUCTS AND SERVICES

This Order Form, together with any Product Specific Terms attached hereto and made a part hereof in Schedule 1 and Exhibit E attached hereto and made a part hereof, contains the terms and conditions applicable to the Products and related services purchased pursuant to the Agreement.

PRODUCTS AND SERVICES	
Mobile Payment for Parking Platform ("MPP")	☒
Custom-Branded MPP	☐
Citation Management Platform ("CMP")	☐
Harvester	☐
Digital Permits for Parking Platform ("DPP") As described in Exhibit E.	☐
License Plate Recognition Platform ("LPR")	☐

II. FEES

A. Fees. The fees are as follows:

Products and Services	Fee(s)	Fee Type(s)
Mobile Payment for Parking ("MPP"):		
Per Transaction MPP Service and License Fee	\$0.25	Per Transaction ¹
Per Transaction MPP Customer Design Maintenance Fee	\$0.05	Per Transaction
Maximum Convenience Fee Passed through to Parking Customers	\$0.30	Per Transaction
Digital Permits for Parking ("DPP"):		
DPP Service and License Fee	N/A	Per Permit Per Month
Merchant Services Fee	Passport App: 2.1% + \$0.17	
Payment Gateway Fee	Passport App: Included in the Merchant Services Fee	
Monthly Minimum Fee	MPP: WAIVED	

¹ 1. An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration.

III. BILLING INFORMATION

Billing Contact Name:	Michael Manzella
Billing Email Address:	Michael.Manzella@cityofasburypark.com
Billing Address:	One Municipal Plaza Asbury Park, NJ 07712

IN WITNESS WHEREOF, Passport and Customer have each caused this Order Form to be executed by its duly authorized representatives.

Asbury Park, NJ

Passport Labs, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE 1**MOBILE PAYMENT FOR PARKING****Services:**

Passport will provide services and license software, including all web and mobile applications and related documentation necessary for Customer to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Customer (the "Premises") the ability to pay for parking using a smartphone application or mobile web application.

Equipment:

Passport will provide Customer an initial quantity of signs and decals consistent with Passport's marketing best practices at no charge to support the implementation of the MPP. Customer will be solely responsible for installing all signs and decals in the Premises. Additional signs and decals shall be charged at Passport's then-prevailing unit prices. Passport will provide a design file to allow Customer to print replacement signs and decals at no charge.

Ancillary Fees:

- a) Customer will pay a ten dollar (\$10) administrative fee in addition to sign and shipping costs per sign for any additional or replacement signs purchased through Passport.
- b) Customer will pay a one dollar (\$1) administrative fee in addition to decal and shipping costs per decal for any additional or replacement decals purchased through Passport.

Third Party Providers:

In order to expand the management data available to Customer and to improve access and the user experience for a broader group of individuals wishing to pay for parking and engage in related transactions via channels other than the MPP provided by Passport, Passport may, at its option, allow the use of third-party provider's (each a "Third Party Provider") interfaces for initiating parking transactions or to enhance the mobility experience, including any and all possible methods available to parkers to request the right to access and occupy a parking space or otherwise-denominated curb space for any period of time (in accordance with Customer's applicable rates, rules, ordinances, and regulations). Such interfaces will include, but not be limited to, in-dash vehicle systems, navigation systems (whether in-dash or smartphone-based), business intelligence solutions, and mobile payments for parking applications other than Passport's MPP (each an "Interface").

Should Passport exercise this option, such Third Party Provider(s) shall contract directly with Passport to establish the integrations necessary for Passport to facilitate all mobile payments for parking sessions and related transactions for the Third Party Provider(s) and its end users. The term "facilitate" includes, but is not limited to: (a) all tasks related to parking rights management, including the calculation of parking session prices, (b) the management of rates, rules, and restrictions and zones, spaces, or other units of parking or curbside inventory; (c) transactional reporting; (d) tasks related to transmission of parking rights data to parking enforcement systems and any data processing systems; (e) tasks related to refund issuance, parking rule management, reconciliation of funds, invoicing, and other administrative functions; and (f) all back-office management interfacing necessary to manage the foregoing and all other tasks necessary or desirable for Passport to effectively manage the issuance and processing of parking rights on behalf of City (the "Shared Services"). For parking transactions initiated via a Third Party Provider's Interface, payment processing must be conducted by Passport.

Notwithstanding anything to the contrary in the Agreement, Passport may share Operational Data with Third Party Providers to the extent necessary to enable the Shared Services.

Customer acknowledges and agrees that a Third Party Provider may configure and control the feature set of its own Interface so long as it is capable of performing the functions required to interact with Passport's platform and execute parking transactions as designated in the scope of work. Customer further acknowledges and agrees that certain data received from Third Party Providers may be more limited than what Passport can provide to Customer as Customer's MPP provider and may need to be provided, if at all, on an aggregated and/or anonymized basis; Passport shall, however, use commercially reasonable efforts to supply such data as may be reasonably requested by Customer for its internal purposes.

To utilize the Shared Services, each Third Party Provider will be required to integrate with application programming interface endpoints provided by Passport, which cannot be accessed or utilized by such Third Party Provider prior to the execution of a standalone contract with Passport governing the access, use, pricing, disclosure, and governance of the Shared Services consistent with the foregoing paragraphs and as otherwise determined by Passport in its sole discretion.

Except in the case of Third-Party Providers pursuant to the foregoing paragraphs, Passport shall be the exclusive mobile payments for parking service provider for City during the term of this Agreement.

CUSTOM-BRANDED MOBILE PAYMENT FOR PARKING

Passport shall deliver to Customer in connection with the Agreement a custom-branded MPP application ("Private Label App") pursuant to the terms and conditions below.

Customer Obligations:

Customer shall:

- a) Serve as the account holder of record for Google Play and Apple App Store developer accounts (the "Accounts").
- b) Add Passport as an additional user for its developer account, authorizing Passport to take all necessary actions related to the Accounts on Customer's behalf including, but not limited to, activation, set-up, management, maintenance, and support of the Private Label App in the Accounts. Customer shall comply with all necessary conditions, requirements, and obligations to serve as the holder of the Accounts including, but not limited to, obtaining a Dun & Bradstreet, Inc. number in Customer's name. Customer must cooperate with Passport to ensure that all Accounts credentials (e.g., username and password) are received by Passport a minimum of fifteen (15) business days prior the launch date of the Private Label App.
- c) Not hold Passport liable for delays of any kind caused by the failure of Customer, Google, Apple, or any other third party to provide any necessary or required information to Passport or to take any necessary or required action in connection with the Accounts.
- d) Not access or use the Accounts in any manner that could cause error or interruption. Passport is not liable for any errors, delays, or problems caused by Customer's access or use of the Accounts.
- e) Not access the Accounts for the purposes of responding to Private Label App reviews in the Google Play and Apple App Stores.
- f) Cooperate with Passport by providing, in a timely manner such that Passport can meet its obligations hereunder, any information and/or taking any action, as necessary or required, including, but not limited to, the execution of any documents related to the Accounts.
- g) Be responsible for all fees associated with the Accounts (currently, \$99.00/year for Apple and a one-time fee of \$25.00 for Google).

Passport Obligations:

Passport shall:

- a) Create the Private Label App.
- b) Assist Customer or otherwise act on Customer's behalf related to the Accounts including, but not limited to, activation, set-up, management, maintenance, support and, with Customer's assistance as may be required, obtain read-only Accounts and full-access Accounts on behalf of Customer.
- c) Have the exclusive right, on behalf of Customer and in Passport's sole discretion, to respond to Private Label App reviews in the Google Play and Apple App Stores.

Private Label Assets:

Passport shall retain all trademark, copyright, and other intellectual property rights in and to any brand name and brand visualization content that Passport creates in connection with the Private Label App. Passport reserves the right to include elements indicating Passport as the provider of the Private Label App, such as word elements (e.g., "Powered by Passport") and/or design elements (e.g., a Passport logo), in conjunction with such Private Label Assets wherever they may appear.

EXHIBIT E

DPP SCOPE OF SERVICES

Digital Permitting Platform (DPP) Scope

1. Overview and definitions
 1. The DPP product revolves around a digital, license plate-based permitting solution that integrates with Passport's OpsMan Mobile enforcement product (Citation Management Platform). DPP includes secondary support for physical permit management whereby the Provider can update permit records with operational information. Passport does not offer physical permit fulfillment, including but not limited to printing, mail service and mailing management.
 2. User - The permit applicant, permit holder, parker
 3. Employer - Provider's authorized clients for corporate management of Employee accounts
 4. Employee - A type of User who is partially managed by an Employer
 5. RMCPay - Online interface for User (RMC: "Resolve My Citation")
 6. OpsMan Web - Back-office management and reporting solution
 7. OpsMan Mobile - Android application which can be used to determine permit validity and may be used for citation management, as a part of the Citation Management Platform
 8. Administrator - Provider or Employer manager in OpsMan Web
2. Permits can be configured with the following attributes.
 1. Permit availability is public-facing on RMCPay.
 1. Back office private permit management and issuance outside of the RMCPay User flow is available.
 2. Zone-based availability and pricing is configurable. One or more distinct permit types can be tied to one or more distinct locations (lots, zones).
 3. Permits can be configured as a fixed period or on a recurring cycle.
 1. A fixed period is a one-time event defined by a discrete starting calendar date to ending calendar date range. It is often for seasonal or one-time extended access.
 1. E.g. A "Summer" seasonal permit: May 15 through September 15
 2. E.g. A special event permit, such as a conference: March 3 through March 5.
 2. A recurring cycle starts on any date and has a defined recurrence period such as a week, month, quarter or year.
 1. Defined cycles are discretely tied to blocks of days, including but not limited to whole years, quarters, months and weeks.
 1. E.g. Calendar monthly cycles, e.g. January, February, March, ... November, December
 2. E.g. Quarterly calendar cycles, e.g. Q1 (January - March), Q2, Q3, Q4
 2. Rolling cycles can be defined by day, week and month durations which begin at the time of purchase or approval.
 1. E.g. An annual cycle that begins on the date of approval and expires by that month and day in following year, e.g. May 16, 2017 to May 15, 2018

2. E.g. A 30-day cycle that begins on the date of approval (day one) and expires on the 30th day, e.g. January 2 - January 31.
4. Provider may allow Users/Employers (as applicable) to purchase permits for a given permit cycle prior to the commencement of such cycle. However, the permit purchasing period for a given cycle may only begin after the first day of the immediately preceding permit purchase cycle.
 1. E.g. A recurring monthly permit may be configured to be made available for purchase 31 days before the month begins. If the User is attempting to purchase a permit on January 31, only the January and February permits would be available despite January 31 being within 31 days of the March cycle.
5. Permit purchases can be pro-rated by day and by pre-defined blocking schemes for recurring and fixed cycle permits.
 1. Pro-rating by day is determined by calculating the fee of the total permit cycle less the days remaining in it. The fee is rounded to the nearest cent.
 1. E.g. A \$30 monthly permit for the month of March (30 days) purchased on the 11th would incur a \$20 charge as there are 20 days remaining (11-30) in the 30-day month.
 2. Provider may define a block pro-rating scheme. A permit cycle can be defined by a quantity of intervals, e.g. four weeks or three months. The block pro-rating occurs in those discrete intervals.
 1. E.g. In a permit cycle defined by a four week length, there are four one-week blocks. Purchasing a permit during the first week will incur the entirety of the permit fee. Purchasing a permit during the second week will incur $\frac{3}{4}$ of the permit fee. Purchasing a permit during the third week will incur $\frac{1}{2}$ of the permit fee. Purchasing a permit during the fourth and final week will incur $\frac{1}{4}$ of the permit fee.
 2. E.g. In a permit cycle defined by a three month length, there are three one-month blocks. Purchasing a permit during the first month will incur the entirety of the permit fee. Purchasing a permit during the second month will incur $\frac{2}{3}$ of the permit fee. Purchasing a permit during the third and final month will incur $\frac{1}{3}$ of the permit fee.
 3. Passport may review Provider's proposed alternative block pro-rating scheme. Passport retains the sole discretion to decide whether to create any requested custom report. Passport will charge a development fee for any custom reports created.
6. Digital permits enable the application of a permit to multiple vehicles. Provider may determine the configuration for a vehicle limit. If multiple vehicle support is enabled, OpsMan Mobile can detect the presence of a potential abuser who parks multiple registered vehicles in a permit area simultaneously.
7. Provider may define parameters for User auto-renewal and renewal payment confirmations. These parameters extend to all of the Provider's Employer accounts, i.e. one Employer may not have auto-renewal disabled if the Provider configuration has auto-renewal enabled.
 1. If a Provider has enabled auto-renewal, Users may opt in to auto-renewal. Opting in to auto-renewal requires opting into renewal reminders as well. Employers may manage Employee renewal privileges and revoke renewal ability and immediate permit use.

2. Whether or not auto-renewal is enabled, Users not on an auto-renewal schedule will receive an email notification to extend a permit.
8. Permits can have quantity limits and waitlisting rules.
 1. A permit quantity limit can be applied to any combination of permit type, recurring defined cycle and zone/lot.
 2. A permit limit is required for waitlist implementation. Waitlists have the following attributes:
 1. Available at any combination of zone, permit and recurring defined cycle type levels. (Same parameters as § 2.8.1)
 2. Users can see their approximate waitlist position in RMCPay before applying for a permit or while on the waitlist itself after applying for a permit.
 3. Permits can be automatically available when an existing permit holder drops from renewal. The DPP can send one email notification to the next User in the waitlist queue to take action.
 4. A time limit to act on waitlist availability may be configured. E.g. a User may have up to 10 calendar days to respond to the waitlist notification before missing the permit application opportunity.
 5. Administrators (Provider and, if applicable, Employers) can view and manage waitlists in OpsMan Web. Administrators can manually:
 1. Remove Users from waitlist
 2. Move Users' positions in the waitlist queue
 3. Allow Users to skip the waitlist
3. End-User Information
 1. Passport's front-end site for permitting is called RMCPay. It is used for citation management as well and its name is derived from "Resolve My Citation." Provider must define and Passport must review and authorize a subdomain to be used for a web-based permit point of sale on rmcpay.com, e.g. "providertoperationname" in providertoperationname.rmcpay.com.
 1. Provider should provide a high-resolution logo that Passport must review and authorize for use on the RMCPay site.
 2. Default visual configuration is limited to a two-color scheme.
 3. All copy on the site is customizable and must be defined before implementation.
 1. Provider should provide Frequently Asked Question (FAQ) copy. Passport may provide generic FAQ copy for Provider's use and modification. Provider should provide its own publicly-facing email contact. Provider should provide its own publicly-facing support phone number.
 2. Permit User information is collected in two categories:
 1. Standard fields include:
 1. Vehicle Information:
 1. License Plate State
 2. License Plate Number
 3. Vehicle Make, Model and Color (Sourced from Edmunds Vehicle API)
 2. Customer Information:
 1. First and Last Name
 2. Mailing Address Fields
 3. Email Address

2. Custom fields can be implemented for collection. A default limit of 10 custom fields applies. These may be for informational points or eligibility rules such as a Driver's License Number or residential status.
3. Provider may offer special permit eligibility. Provider must manage eligibility. Passport and the DPP do not provide automatic management for Eligibility-based approval. Eligibility may include but is not limited to residence, age requirements, disability, veteran status, employment. Upon configuration, Users may upload documentation for Provider review and permit approval.
4. Provider may add a custom processing fee for User permit purchases. It can be a fixed amount or a percentage of the permit cost.
5. RMCPay accepts User credit card payments. Administrators may denote that payment will be made via check, cash, payroll deduction, billable account or alternative method in DPP but Provider must manage and process these payments outside of DPP. Passport does not support integrations for receiving and processing other electronic payments, including but not limited to payroll deductions, employer accounts or student accounts.
4. Provider can enable Employer access to OpsMan Web for Employee management and approval. Employees can apply for permits on RMCPay or Employers can add them manually in OpsMan Web.
 1. Employee RMCPay flow
 1. Employee applications enter a queue that can be managed through OpsMan Web by the Provider or Employer.
 2. Provider or Employer Administrator can review permit information and approve or deny the permit.
 3. Administrator approval or denial notifies the potential permit holder. Passport will provide default templates for this configurable copy.
 4. Payment options:
 1. The Employer may bulk-pay for Employee permits.
 2. The User may return to RMCPay to purchase the permit and it becomes active.
 2. Employer OpsMan Web flow
 1. Employer manually enters Employee permits into OpsMan Web and pays for them in bulk.
 3. Passport's back office reporting contains system-wide standard reporting and custom reporting solutions. Standard reporting availability may expand as the platform grows. All reports can be downloaded as .xls files (Microsoft Excel) for further Provider and Employer use.
 4. Standard Reports
 1. Permit Report - Default view for permit reporting and management. Contains filters for retrieving select permit data.
 2. Payment Report - Log of all transaction records made through RMCPay or logged in OpsMan Web.
 3. Permit User Report - View User account data and associated permits.
 4. Permit Employer Report - View statistics on each Employer and view each of their respective Employee permits.
 5. Permit Zone Report - Monitor purchases and totals on a zone/lot level.
 6. Permit Daily Totals Report - Daily log of all system interactions, payments, applications, approvals and mailings. Intended for auditing purposes.

7. Permit Issuance Batch Report - Tool for manually entering permits in the system to batch data entry sessions together and subsequently use the report to pull the batch information.
8. Permits Not Mailed Report - Tool to apply batch action of marking unmailed permits as mailed.
5. Custom Reports can be explored on a per-item basis. Passport retains the sole discretion to decide whether to create any requested custom report. Passport will charge a development fee for any custom reports created.
5. Additional Features
 1. Data migration of legacy permit data may be executed depending on available permit data and permitting parameters.
 1. Imported data can be tied to DPP-generated tokens. Tokens are special codes that can be provided to Users. Users enter a field of identifiable information such as license plate number or recorded address and the token simultaneously after which the DPP will present the User with pre-populated information for easier registration and to complete the data verification and purchase process.
 2. Imported data may also be made automatically valid for enforcement without initial User intervention.
 2. Administrator interface for manual entry of permits for Users registering through Provider's walk-in or mail-in process.
 3. Permit custom field data can be exported and then re-imported for batch updates.
6. Permit validity can be checked with OpsMan Mobile. Provider can use the OpsMan Mobile Android application to check vehicles located in permit zones for compliance. The DPP is fully integrated with Passport's OpsMan Mobile in that it provides real-time updates of permit license plate information and validity.
 1. Citation issuance through OpsMan Mobile is a separate platform. The Citation Management Platform and further LPR development integrations may be available for a fee.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-95

Resolution authorizing the extension for the transportation of liquid sewerage sludge from AP WWTP to PVSC. Russell Reid 2019 standard fee per gallon = \$0.053, 2020 = \$0.055 and 2021 = \$0.058.



RESOLUTION NO. 2021-95

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

RESOLUTION AUTHORIZING THE EXTENSION FOR THE TRANSPORTATION OF LIQUID SEWERAGE SLUDGE FROM AP WASTE WATER TREATMENT PLANT TO PVSC

WHEREAS, on May 22, 2019 the Director of Purchasing accepted proposals in response to a bid for the transportation of liquid sewerage sludge from Asbury Park Waste Water Treatment Plant to Passaic Valley Sewerage Commission; and

WHEREAS, the contract was for one year, terminating on June 11, 2020 with a mutual option for two (2) one (1) year extensions; and

WHEREAS, it is to the City's best interest to extend the contract through June 11, 2022; and

WHEREAS, Russell Reid has expressed an interest in extending the contract for two (2) one (1) year period; and

WHEREAS, the City Manager is hereby authorized to sign any contracts associated with a contract extension; and

WHEREAS, there are sufficient funds in the Sewer Operating Budget to cover the cost of this contract for 2021 and funds will be provided for in the future budget as needed.

NOW, THEREFORE, BE IT RESOLVED that a copy of this Resolution be provided to the Superintendent of Public Works, Chief Sewerage Plant Operator, 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. 2021-95 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

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

MELODY HARTSGROVE
CITY CLERK



RESOLUTION NO. 2019-223

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

**AWARDING BID FOR THE TRANSPORTATION OF LIQUID SEWERAGE SLUDGE
FROM AP WASTE WATER TREATMENT PLANT TO PVSC**

WHEREAS, the City of Asbury Park duly advertised on Saturday, May 11, 2019 for the receipt of bids for the transportation of liquid sewerage sludge from the Asbury Park Waste Water Treatment Plant to Passaic Valley Sewerage Commission; and

WHEREAS, the following bids were received on Wednesday, May 22, 2019 and reviewed by the Director of Purchasing:

YEAR 1	Russell Reid Waste Hauling	Spectraserve Inc.
Standard Fee Per Gallon	0.0530	0.0694
Add-On Fee Per Gallon	0.0100	0.0008
Add-On/Deduct Fee per Mile	\$2.00	\$3.00
Saturday, Sunday & Holiday Per Gallon	0.0100	0.0860

WHEREAS, it has been determined that Russell Reid Waste Hauling and Disposal Service Co., Inc. submitted the lowest responsible bid in accordance with the bid specifications; and

WHEREAS, it is the desire of the governing body to award a contract for the transportation of liquid sewerage sludge from the Asbury Park Waste Water Treatment Plant to Passaic Valley Sewerage Commission for year 1 with the option of renewing the contract for two (2) one year extensions at the submitted bid prices; and

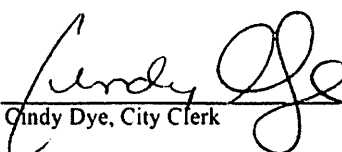
WHEREAS, there are sufficient funds in the Sewer Operating Budget to cover the cost of this contract for 2019 and funds will be provided for in the future budget as needed.

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 that it hereby awards a contract to Russell Reid Waste Hauling and Disposal Service Co., Inc. for the transportation of liquid sewerage sludge from the Asbury Park Waste Water Treatment Plant to Passaic Valley Sewerage Commission.

NOW, THEREFORE BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the Superintendent of Public Works, Chief Sewerage Plant Operator, 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. 2019-223 which was finally adopted by the City Council at a meeting held on the 12th day of June, 2019

CERTIFIED BY ME THIS 13th DAY OF June, 2019.



Cindy Dye, City Clerk

6/13/2019

MELODY HARTSGROVE
CITY CLERK

✓ Vote Record - Resolution 2019-223						
			Yes/Aye	No/Nay	Abstain	Absent
☒ Adopted	Eileen Chapman	Mover	☒	☐	☐	☐
☐ Adopted as Amended	Yvonne Clayton	Voter	☒	☐	☐	☐
☐ Defeated	Jesse Kendle	Voter	☒	☐	☐	☐
☐ Tabled	Amy Quinn	Seconder	☒	☐	☐	☐
☐ Withdrawn	John Moor	Voter	☒	☐	☐	☐
☐ Second Reading	Cindy Dye		☐	☐	☐	☐
	Michael Capabianco		☐	☐	☐	☐
	Frederick Raffetto		☐	☐	☐	☐

**TRANSPORTATION OF LIQUID SEWAGE SLUDGE FROM ASBURY
PARK WASTE WATER TREATMENT FACILITY (APWWTF) TO
PASSAIC VALLEY SEWERAGE COMMISSION (PVSC)**

SUBMITTED BY:

Russell Reid Waste Hauling and Disposal Service Co., Inc.

(Bidder's Name)

200 Smith Street Keasbey, NJ 08832

(Address)

908-399-9050

(Phone Number)

(Fax Number)

devind@russellreid.com

(Email Address)

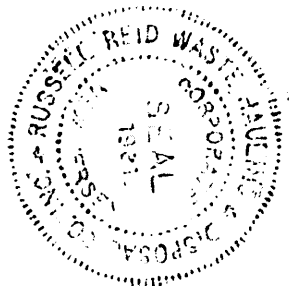
TO THE:

CITY OF ASBURY PARK – SEWER UTILITY

(Owner's Name)

ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

(City, County & State)



(Corporate Seal)

5/20/2019

(Date Submitted)

The above referenced bidder hereby declares that:

1. The only persons or parties interested in this proposal as principals are named herein.
2. That this proposal is in all respects fair and without collusion or fraud.
3. That no officer or employee of the City of Asbury Park is directly or indirectly interested in this bid or the work of this contract or in any portions of the profits thereof.
4. That they have carefully examined the annexed bid specifications.
5. That they or their representative have made an inspection of the site(s) of the proposed work.
6. It is understood that they must show Unit and Total Prices in ink or typewritten, both in words and in figures.
7. That they understand that they must submit a unit price for, and be able to furnish and deliver all line items listed. Bids submitted with any year options left blank will not be accepted, unless otherwise stated below.
8. That they will furnish services, in accordance with specifications contained herein, for the following prices:

BASE BID – YEAR 1

ITEM #	DESCRIPTION	UNIT PRICE (IN NUMBERS)
1	<u>STANDARD FEE PER GALLON</u> – FOR THE LOADING, TRANSPORTATION AND DELIVERY OF LIQUID SEWAGE SLUDGE (< 6.0% T.S.), FROM APWWTF TO PVSC UNIT PRICE PER GALLON (WRITTEN OUT): Five and three tenths cents per gallon	\$.053 /GALLON
2	<u>ADD-ON FEE PER GALLON</u> – TO HANDLE SLUDGE > 6.0% T.S. – FROM APWWTF TO PVSC UNIT PRICE PER GALLON (WRITTEN OUT): One cent per gallon	\$.01 /GALLON
3	<u>ADD-ON OR DEDUCT FEE PER MILE</u> – TO TRANSPORT SLUDGE > 50 MILES (ADD-ON) OR < 50 MILES (DEDUCT) - TO BE EMPLOYED IN CASES OF NOT TRANSPORTING TO PVSC (STANDARD ONE WAY TRIP FROM APWWTF TO PVSC = 50 MILES) UNIT PRICE PER MILE (WRITTEN OUT): Two dollars per mile	<u>SELECT ONLY ONE</u> *ADD-ON \$ 2.00 /MILE OR *DEDUCT \$()/MILE (*ONE OF THESE <u>MUST</u> BE LEFT BLANK)
4	<u>SATURDAYS, SUNDAYS & HOLIDAYS FEE PER GALLON</u> – TO HANDLE SLUDGE > 6.0% T.S. – FROM APWWTF TO PVSC (IF & WHEN DIRECTED) UNIT PRICE PER GALLON (WRITTEN OUT): One cent per gallon	\$.01 /GALLON

OPTION A – YEAR 2

ITEM #	DESCRIPTION	UNIT PRICE (IN NUMBERS)
1	<u>STANDARD FEE PER GALLON</u> – FOR THE LOADING, TRANSPORTATION AND DELIVERY OF LIQUID SEWAGE SLUDGE (< 6.0% T.S.), FROM APWWTF TO PVSC UNIT PRICE PER GALLON (WRITTEN OUT): Five and one half cents per gallon	\$.055 /GALLON
2	<u>ADD-ON FEE PER GALLON</u> – TO HANDLE SLUDGE > 6.0% T.S. – FROM APWWTF TO PVSC UNIT PRICE PER GALLON (WRITTEN OUT): One cent per gallon	\$.01 /GALLON
3	<u>ADD-ON OR DEDUCT FEE PER MILE</u> – TO TRANSPORT SLUDGE > 50 MILES (ADD-ON) OR < 50 MILES (DEDUCT) - TO BE EMPLOYED IN CASES OF NOT TRANSPORTING TO PVSC (STANDARD ONE WAY TRIP FROM APWWTF TO PVSC = 50 MILES) UNIT PRICE PER MILE (WRITTEN OUT): Two dollars per mile	<u>SELECT ONLY ONE</u> *ADD-ON \$ 2.00 /MILE OR *DEDUCT \$()/MILE (*ONE OF THESE <u>MUST</u> BE LEFT BLANK)
4	<u>SATURDAYS, SUNDAYS & HOLIDAYS FEE PER GALLON</u> – TO HANDLE SLUDGE > 6.0% T.S. – FROM APWWTF TO PVSC (IF & WHEN DIRECTED) UNIT PRICE PER GALLON (WRITTEN OUT): One cent per gallon	\$.01 /GALLON

ITEM #	DESCRIPTION	UNIT PRICE (IN NUMBERS)
1	STANDARD FEE PER GALLON - FOR THE LOADING, TRANSPORTATION AND DELIVERY OF LIQUID SEWAGE SLUDGE (< 6.0% T.S.), FROM APWTF TO PVSC UNIT PRICE PER GALLON (WRITTEN OUT): Five and eight tenths cents per gallon	\$.058 /GALLON
2	ADD-ON FEE PER GALLON - TO HANDLE SLUDGE > 6.0% T.S. - FROM APWTF TO PVSC UNIT PRICE PER GALLON (WRITTEN OUT): One cent per gallon	\$.01 /GALLON
3	ADD-ON OR DEDUCT FEE PER MILE - TO TRANSPORT SLUDGE > 50 MILES (ADD-ON) OR < 50 MILES (DEDUCT) - TO BE EMPLOYED IN CASES OF NOT TRANSPORTING TO PVSC (STANDARD ONE WAY TRIP FROM APWTF TO PVSC = 50 MILES) UNIT PRICE PER MILE (WRITTEN OUT): Two dollars per mile	*ADD-ON \$ 2.00 /MILE OR *DEDUCT \$() /MILE (*ONE OF THESE MUST BE LEFT BLANK)
4	SATURDAYS, SUNDAYS & HOLIDAYS FEE PER GALLON - TO HANDLE SLUDGE > 6.0% T.S. - FROM APWTF TO PVSC (IF & WHEN DIRECTED) UNIT PRICE PER GALLON (WRITTEN OUT): One cent per gallon	\$.01 /GALLON

OPTION B - YEAR 3



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-96

Resolution authorizing a professional service contract with Meridian Occupational Health for employment exams and physicals. The average cost for pre-employment exam is approximately \$300. and Police & Fire physicals are approximately \$600 per person.



RESOLUTION NO. 2021-96

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

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT TO MERIDIAN OCCUPATIONAL HEALTH P.C. FOR EMPLOYMENT EXAMS AND PHYSICALS

WHEREAS, the City has a need for professional service for employment exams and physicals; and

WHEREAS, the City has obtained the attached quote from Meridian Occupational Health P.C.; and

WHEREAS, the not-to-exceed cost for exams and physical services as outlined in the proposal shall not exceed \$1,200.00 per person; 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 Chief Financial Officer has certified that funds will be available in various budget accounts within the 2021 Operating Budget;

WHEREAS, the City Manager or Personnel Officer is hereby authorized to sign any contracts with the vendor; 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 exams and physicals to Meridian Occupational Health P.C. in a not-to-exceed amount of \$1,120.00 per person; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Manager, Personnel Officer, 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. 2021-96 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

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

MELODY HARTSGROVE
CITY CLERK



January 11, 2021

City of Asbury Park
1 Municipal Park
Asbury Park NJ 07712

Occupational Health Services

HMHOH offers comprehensive work-related services through 7 occupational health facilities. The proposal below is based on our understanding of your expressed needs. HMHOH is not limited to these services and can customize services dependent on need and requirements.

<u>Services</u>	<u>FEES</u>	<u>Initial to indicate approved services.</u>	<u>Notes/ Special Instructions</u>
<u>Physical Exams</u>			
History and Physical Exam	\$80.00		
DOT Exam	\$80.00		
Fitness for Duty Exam	\$80.00-\$275.00 dependent on level of complexity		Clearance to: MarykKay.Callahan@cityofasburypark.com
Return to Work Exam	\$100.00		Clearance to: MarykKay.Callahan@cityofasburypark.com
<u>Fire Department Physicals (includes all listed below)</u>			
	<u>FEES</u>	<u>Initial to indicate approved services</u>	<u>Notes/ Special Instructions</u>
• History and Physical	\$80.00		
• 10 Panel Drug Screen with MRO Services	\$60.00		Designated employee rep for positive results: Kevin.Keddy@cityofasbury.com
• Breath Alcohol Test	\$25.00 \$35.00 - confirmation		Designated employee rep for positive results: Kevin.Keddy@cityofasbury.com
• Audiogram	\$30.00		
• Complete Blood Count w/Diff	\$35.00		
• Complete Metabolic Panel	\$34.00		
• Electrocardiogram	\$55.00		
• Urinalysis	\$20.00		
• Hepatitis B Titer	\$50.00		Titer performed after vaccination series to confirm immunity
• Pulmonary Function Test	\$65.00		Service suspended during Covid 19 pandemic
• Respirator Questionnaire Review	\$25.00		
• 2- View Chest X-Ray	\$70.00		
• Lumbar Spine Xray	\$125.00		
• Stress Test	\$350.00		Negative Covid test performed by an HMH facility required prior to stress test. Stress Test is performed off-site.
• Covid 19 Test prior to Stress Test	\$100.00		This is not a service offered by Occupational Health and is only arranged when a stress test is being performed. Covid Test is performed off site.



January 11, 2021

City of Asbury Park
1 Municipal Park
Asbury Park NJ 07712

<u>Crossing Guard Physicals</u> <u>(includes all listed below)</u>	<u>FEES</u>	<u>Initial to</u> <u>indicate</u> <u>approved</u> <u>services.</u>	<u>Notes/ Special Instructions</u>
• Physical Exam	\$80.00		
• Audiogram	\$30.00		
• Titmus Vision (comprehensive vision)	\$25.00		
<u>Pre-Academy Physicals</u> <u>(includes all listed below)</u>			<u>Notes/ Special Instructions</u>
• Physical Exam	\$80.00		
• EKG	\$55.00		
• Hepatitis B Titer	\$50.00		
• Lipid B Profile	\$65.00		
• Uric Acid	\$15.00		
• Urinalysis	\$20.00		
• Blood Sugar	\$20.00		
			Clearance for Pre-Academy Exam goes to david.kelso@cityofasburypark.com Candidate will arrive with paperwork to be completed.
<u>Public Works, DPW and all</u> <u>other departments – pre</u> <u>employment</u> <u>(includes all listed below)</u>	<u>FEES</u>	<u>Initial to</u> <u>indicate</u> <u>approved</u> <u>services.</u>	<u>Indicate any special instruction in this</u> <u>column.</u>
• History and Physical	\$80.00		Clearance goes to Marykay.callahan@asburypark.com

<u>Additional Comments or Instructions:</u>	<u>Workers Comp Duty Status</u> _____
	By: ☒ Email ☐ Fax
	<u>Contact information:</u> _____
	Mary Kay Callahan marykay.callahan@cityofasburypark.com

Your signature below ensures the services, components and instructions listed on this form are correct. Pricing is listed at current and standard fees and is subject to change. Be sure to review clearance information and special instructions, as this information will be entered into our system accordingly. You may add or change services at any time. Thank you for choosing HMH Occupational Health.

Accepted by: Mary Kay Callahan
(signature)

Print Name: Mary Kay Callahan

Title: Personnel Officer

Contact Information: (732) 502-5715 or marykay.callahan@cityofasburypark.com

Attachment: MERIDIAN OCCUPATIONAL HEALTH 2021 QUOTE (2021-96 : Authorizing a Professional Services contract to Meridian



Hackensack
Meridian Health
Occupational Health

HMH Occupational Health
Confidential and Proprietary

January 11, 2021

City of Asbury Park
1 Municipal Park
Asbury Park NJ 07712

HMH Occupational Health Offerings – indicate services for additional information

☐ Physical Exams
☐ Physical Exam (includes history, vitals, height, weight and Snellen Vision Screening)
☐ DOT Physical
☐ Return to Work Exam
☐ Fitness for Duty Exam
☐ Physical Abilities Exam (POPE Testing)
☐ Drug and Alcohol Testing
☐ 9 Panel Drug Screen w/MRO Services
☐ DOT Drug Screen
☐ Instant Drug Screen
☐ Breath Alcohol Testing
☐ Services
☐ Hearing Screening/Audiogram
☐ Vision Screenings/ Snellen, Ishihara, and Titmus
☐ EKG
☐ Cardiac Stress Test
☐ Chest X-rays
☐ Review of OSHA Respirator Questionnaire
☐ Pulmonary Function Test
☐ Respirator Fit Testing
☐ Ergonomic Testing and Evaluations
☐ Wellness Services/Stretch and Flex, Safety Techniques, Etc.
☐ Functional Capacity Evaluation
☐ Independent Medical Evaluation (IME)
☐ Fit For Duty 2 nd Opinion
☐ Workers Compensation
☐ Lab Titers
☐ Hepatitis Titer (A, B or C)
☐ MMR Titer
☐ Varicella Antibody
☐ Rabies Titer
☐ Tuberculosis Screening
☐ Vaccinations
☐ Influenza
☐ Hepatitis (A or B)
☐ MMR (Mumps, Measles, and Rubella)
☐ Varicella (chicken pox)
☐ Tetanus-Diphtheria-Pertussis (Tdap)
☐ Standard Lab Testing
☐ CBC w/ Diff
☐ Comprehensive Metabolic Panel
☐ Lipid Panel
☐ Uric Acid
☐ Lead Level
☐ Urinalysis
☐ Other/ Custom Request:

Return completed form to shanna.polignone@hmn.org

The information contained in this proposal is confidential and is intended solely for the use of the individual or entity to which they are addressed. This communication may contain material protected by the attorney-client privilege. If you are not the intended recipient or the person responsible for delivering it to the addressee, please be advised that you have received this communication in error and that any dissemination, forwarding, printing or copying of this communication is prohibited. If you have received this message in error, please contact me at the above address or number.

2-12 Corbett Way | Eatontown, NJ 07724 | 732-263-7907 | www.hackensackmeridian.org/occupationalhealth | shanna.polignone@hmn.org

Page 3

Attachment: MERIDIAN OCCUPATIONAL HEALTH 2021 QUOTE (2021-96 : Authorizing a Professional Services contract to Meridian



Hackensack
Meridian Health
Occupational Health

HMH Occupational Health
Confidential and Proprietary

January 11, 2021

City of Asbury Park
1 Municipal Park
Asbury Park NJ 07712

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2-12 Corbett Way | Eatontown, NJ 07724 | 732-263-7907 | www.hackensackmeridian.org/occupationalhealth |
shanna.polignone@hmhn.org

Page 4

Attachment: MERIDIAN OCCUPATIONAL HEALTH 2021 QUOTE (2021-96 : Authorizing a Professional Services contract to Meridian



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-97

MOU with VNA for use of senior center for administration of Covid-19 vaccinations.



RESOLUTION NO. 2021-97

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

**RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A
MEMORANDUM OF UNDERSTANDING WITH THE VISITING NURSE
ASSOCIATION OF CENTRAL JERSEY COMMUNITY HEALTH CENTER, INC.,
REGARDING THE USE OF THE ASBURY PARK SENIOR CENTER FOR THE
ADMINISTRATION OF COVID-19 VACCINATIONS.**

WHEREAS, the City of Asbury Park (the “City”) wishes to enter into a Memorandum of Understanding (the “MOU”) with The Visiting Nurse Association of Central Jersey Community Health Center, Inc. (the “CHC”), in order to authorize the CHC to utilize certain space located at the Asbury Park Senior Center (1201 Springwood Avenue) for the purpose of administering COVID-19 vaccinations; and

WHEREAS, the City and the CHC (collectively, the “Parties”) have prepared the attached MOU in order to memorialize the understanding reached between the Parties relating to this undertaking; and

WHEREAS, the attached MOU has been reviewed and approved by the City Attorney and the City’s Risk Management Advisors.

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 attached MOU between the Parties is hereby authorized and approved by the City.
2. That the Mayor and/or the City Manager are hereby authorized to execute, and the City Clerk to attest, the attached MOU on behalf of the City.
3. That all City officials and staff members are hereby authorized to undertake all activities that are necessary in furtherance of facilitating the activities referenced in the attached MOU.
4. That a certified copy of this Resolution shall be provided to each of the following:

- a. Christopher Rinn, CEO
VNACJ Community Health Center
806 Fifth Avenue
Asbury Park, NJ 07712;
- b. Donna M. Vieiro, City Manager;
- c. Ezio I. Altamura, AAI, CIC, CWCP, NJWCP;
- d. Doug Schultz, Director of Social Services; and
- e. 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. 2021-97 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

CERTIFIED BY ME THIS 28th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



COMMUNITY HEALTH CENTER

Visiting Nurse Association of Central Jersey

Memorandum of Understanding By and Between:

The City of Asbury Park and

The Visiting Nurse Association of Central Jersey Community Health Center, Inc.

This Memorandum of Understanding (MOU), effective this ___ day of January, 2021, is for the non-exclusive use of certain facilities (the “facilities”) located at the Asbury Park Senior Center, 1201 Springwood Avenue, Asbury Park, New Jersey 07712 (the “Senior Center”), which is owned by the City of Asbury Park (the “City”), by The Visiting Nurse Association of Central Jersey Community Health Center, Inc. (the “CHC”)(collectively the “Parties”).

The Parties acknowledge and agree that the City is making certain of its space located at the Senior Center available to the CHC for the purpose of community vaccination. The CHC, pursuant to this MOU, shall use the facility to administer COVID-19 vaccines (the “Services”). The CHC shall be solely responsible for the administration of the Services, and shall use professional staff for such purpose. Aside from providing space to the CHC and those related support measures set out below, neither the City nor the Senior Center shall play any role in, or have any responsibility or liability whatsoever for, the CHC’s Services. The Parties agree to the CHC’s use of the Senior Center upon the following terms and conditions:

1. **Facilities.** The specific facilities to be used by the CHC are the front entrance of the Senior Center, its lobby, and its second floor community room, outdoor patio, bathrooms, and secured storage space.
 - a. The CHC shall also be permitted to use the parking spots located in the parking lot adjacent to the Senior Center building during the time in which CHC is providing the Services.
2. **Term and Operating Hours.**
 - a. This MOU shall begin on the date set forth above, and terminate on June 30, 2021, unless extended by mutual written consent of the Parties or unless earlier terminated as set forth below.
 - b. The Senior Center shall be made available to the CHC seven (7) days per week, for up to twelve (12) hours per day.
 - c. Either party may terminate this MOU without cause by notification in writing one (1) week prior to the effective date of termination. Notwithstanding this notice provision, the City may immediately terminate this MOU for good cause.



COMMUNITY HEALTH CENTER

Visiting Nurse Association of Central Jersey

3. **City Responsibilities.** In addition to the above space, the City will provide, at no charge to the CHC:
 - a. Internet access through Wi-Fi and/or wired connection;
 - b. A printer for the use of the CHC will be available in the Computer Room;
 - c. Access to lobby handwashing sink and water cooler;
 - d. On-site staff support during the CHC use of the Senior Center;
 - e. Daily cleaning and sanitation of the work area;
 - f. Program information on the appropriate Senior Center signage; and
 - g. At least 72 hours' notice to the CHC of any needed changes to the program's operating hours
4. **CHC Responsibilities.** The CHC will, at its own cost:
 - a. Provide needed exterior signage indicating to clients where to park, and building access restrictions;
 - b. Accept clients on an appointment basis, although it will allow for "walk- ins" as approved by the CHC;
 - c. Provide to the City a schedule of operating hours;
 - d. Provide CHC staff with necessary personal protective equipment (PPE);
 - e. Remove all program supplies, including program related waste on a daily basis; and
 - f. Provide to the City related CHC staff contact information.
5. **Additional Terms and Conditions**
 - a. This MOU is specific to the CHC and is not transferable or assignable, in whole or in part, to any other person or entity.
 - b. CHC shall obey all applicable City rules and the directions of any City or Senior Center employee in connection with the use of the facilities. CHC shall not violate any governmental law or regulation in or about the facilities.



COMMUNITY HEALTH CENTER

Visiting Nurse Association of Central Jersey

- c. CHC shall not bring or allow to be brought any materials or substances onto the facilities that are considered hazardous under any governmental rule or guideline. CHC shall not allow any open fires, consumption of alcohol, or smoking on the facilities.
- d. CHC shall leave the facilities in a clean and orderly condition. The facilities shall be restored by CHC to the original condition should any alterations or changes occur during the time of use.
- e. CHC hereby agrees to indemnify, defend and hold harmless (hereinafter referred to as the "Indemnity Obligations") the CITY OF ASBURY PARK, Senior Center, its Directors, Employees, Appointed or Elected Officials, departments, volunteers and insurers, including but limited to the NJ Intergovernmental Insurance Fund (collectively referred to herein as the "Indemnities"), from and against any and all claims, demands, losses or liabilities including attorney fees and defense costs (collectively referred to as a "Loss"), arising out of the acts and omissions of the CHC, its sub-CONTRACTORS, employees and agents in connection with all activities, services and products undertaken and provided by the CHC, pursuant to the MOU. CHC acknowledges and agrees that its Indemnity Obligations hereunder shall apply unless and solely to the extent that a Loss is determined to be the result of the sole negligence of the Indemnitees. Further, CHC covenants and agrees that it will be responsible for legal fees and costs incurred by Indemnitees for any Loss notwithstanding any disputed fact as to the person responsible for the Loss. Finally, CHC covenants and agrees that its Indemnity Obligations shall survive expiration or termination of the MOU and are independent of any policy of insurance that may be available for any Loss.
- f. CHC shall provide General Liability Insurance, Medical Malpractice Liability Insurance, Commercial Auto Liability Insurance, Worker Compensation / Employers Liability Insurance, and Umbrella / Excess Liability Insurance. During the Term, CHC agrees to maintain in full force and effect general liability and the following insurance covering any claim brought for negligence or willful conduct brought against any of CHC agents, contractors, owners, officers, employees or directors while providing services at the Premises. Said liability insurance policies shall provide coverage at a rate of One Million Dollars (\$1,000,000) per occurrence including comprehensive General Liability, One Million Dollars (\$1,000,000) Medical Malpractice Liability, One Million Dollars (\$1,000,000) per accident Commercial Auto Liability, New Jersey Statutory Worker Compensation and Employers Liability with limits of \$1,000,000/\$1,000,000/\$1,000,000 each



COMMUNITY HEALTH CENTER

Visiting Nurse Association of Central Jersey

accident / each employee / policy limit and Five Million Dollars (\$ 5,000,000) in Umbrella / Excess Liability to apply in excess of General Liability, Medical Malpractice Liability, Commercial Automobile Liability, and Employers' Liability and shall be provided by an insurance carrier reasonably acceptable to the City of Asbury Park. CHC further agrees that said insurance policies shall contain a term whereby the insurance carrier agrees to provide a minimum of ten (10) days' notice to the City of Asbury Park of any pending termination or lapse of said insurance policies. CHC agrees to provide the City of Asbury Park at all times reasonably requested, proof that such insurance policies are active, is in the agreed-upon amount and contains the notification term referred to above. In the event that CHC does not obtain such insurance or, having obtained such insurance, same is cancelled or otherwise terminated, the City of Asbury Park may, at its sole option, and on five (5) days prior written notice to CHC, terminate this Agreement and any rights CHC may have pursuant thereto. CHC shall also furnish a certificate of insurance specifically naming the City of Asbury Park and Senior Center, as an additional insured on all Liability policies including general liability and medical malpractice, commercial auto and umbrella / excess liability coverage including bodily injury and property damage with the minimum limits of liability set forth herein.

g. This MOU shall be governed by the laws of the State of New Jersey.

By signing below, the Parties to this MOU indicate their consent to its terms.

Visiting Nurse Association of Central Jersey Community Health Center, Inc.

Signed: 

Date: 1/15/2020

City of Asbury Park

Signed: _____

Date: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-98

Resolution rejecting seven bids received in response to the Beach Headquarters. The lowest bid received is in the amount of \$1,737,000. This bid is \$637,000 over the \$1,100,000 project budget. The bid will get revised and re-bid at a later date.



RESOLUTION NO. 2021-98

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

REJECTING BIDS FOR BEACH HEADQUARTERS

WHEREAS, on Friday, January 15, 2021 at 10:00 AM the City of Asbury Park received seven (7) bids for Asbury Park Beach Headquarters; and

WHEREAS, the City of Asbury Park is rejecting all proposals received as per the New Jersey Local Public Contracts Law N.J.S.A 40A:11-13.2 Rejection of bids:

- (a) The lowest bid substantially exceeds the cost estimates for the goods or services;
- (b) The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services; and
- (d) The contracting unit wants to substantially revise the specifications for the goods or services; and

WHEREAS, all bids have been rejected and the project shall be re-bid; and

WHEREAS, a copy of this Resolution shall be provided to the City Manager, Director of Capital Projects and Public Facilities, Director of Purchasing, and all bidders.

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 that all bids for the Asbury Park Beach Headquarters are rejected and shall be re-bid.

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. 2021-98 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

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

MELODY HARTSGROVE
CITY CLERK

Asbury Park Beach Headquarters
January 15, 2021

BID TAB

	COMPANY	CONTRACT #1: Asbury Park Beach Headquarters	ADDENDUM #1	BID BOND	SURETY
1	Structual Concepts Inc	\$ 1,737,000.00	✓	✓	✓
2	Kappa Construction Corp	\$ 1,793,000.00	✓	✓	✓
3	McCauley Construction	\$ 1,799,000.00	✓	✓	✓
4	ZN Construction	\$ 1,936,000.00	✓	✓	✓
5	Shorelands Construction	\$ 1,937,000.00	✓	✓	✓
6	Daskal LLC	\$ 1,959,000.00	✓	✓	✓
7	Pharos Enterprises	\$ 1,977,000.00	✓	✓	✓
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One Katherine Street
Little Ferry, NJ 07643

tel: 201.641.0600
fax: 201.641.0626

www.aiarchs.com

Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP, LEED



January 15, 2021

Mr. Jason Harzold, Client Manager
T&M Associates
11 Tindall Road
Middletown, NJ 07748

RE: Letter of Recommendation
Asbury Park Beach Headquarters, Asbury Park, NJ

Dear Mr. Harzold:

On Friday, January 15, 2021, seven (7) bids were received for Contract No. 1: Beach Headquarters at Asbury Park for the above referenced project. The three lowest bidders are as follows:

COMPANY:	Contract #1
Structural Concepts Inc	\$1,737,000.00
Kappa Construction Corp	\$1,793,000.00
McCauley Construction	\$1,799,000.00

Structural Concepts Inc. of Ocean Township, NJ, is the lowest qualified bidder for Contract No. 1 in the amount of \$1,737,000. A review found this bid was \$637,000 over the \$1,100,000 project budget. We would therefore recommend a rejection of all bids and request authorization to put the project out for bid again. We will provide value engineering recommendations for your review to reduce the project scope and resultant construction cost.

Please do not hesitate to call me with any questions or comments 201-641-0600. We look forward to working with the City of Asbury Park towards an expeditious and successful project.

Sincerely,

Anthony Iovino, AIA, PP, LEED
Arcari + Iovino Architects, P.C.
American Institute of Architects - NJ Chapter Firm of the Year 2011



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-99

Reduction in licensed premises remove the small portion of building that fronts Kingsley Street which will be used for an art exhibition space.



RESOLUTION NO. 2021-99

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

RESOLUTION TO APPROVE PERSON TO PERSON LIQUOR LICENSE TRANSFER- REDUCTION IN PREMISES- FOR 210 5TH AVE. VENTURE URBAN RENEWAL, LLC

WHEREAS, an application has been filed for a Person-to-Person Transfer {reduction of licensed premises} of Plenary Retail Consumption License Number 1303-36-069-002, heretofore issued to 210 5th Ave. Venture Urban Renewal LLC for premises located at 200-210 Fifth Avenue and 207-209 Fourth Avenue in the City of Asbury Park, New Jersey; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the license business.

NOW, THEREFORE BE IT RESOLVED that the City of Asbury Park City Council does hereby approve, effective January 27, 2021, the transfer of the aforesaid Plenary Retail Consumption License {reduction of premises} 210 5th Ave. Venture Urban Renewal LLC, and does hereby direct the City Clerk to endorse the license certificate to reflect the reduction in the licensed premises and the sketch of the licensed premises attached thereto.

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. 2021-99 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

CERTIFIED BY ME THIS 28th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-101

Revised stormwater control ordinance



RESOLUTION NO. 2021-101

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK REFERRING A PROPOSED REVISED STORMWATER CONTROL ORDINANCE TO THE CITY OF ASBURY PARK PLANNING BOARD, AND DIRECTING THE PLANNING BOARD TO TAKE CERTAIN ACTIONS PURSUANT TO THE NEW JERSEY MUNICIPAL LAND USE LAW.

WHEREAS, the existing stormwater control regulations for the City of Asbury Park (the “City”) are currently set forth in Section 30-58 of the Code of the City of Asbury Park; and

WHEREAS, the New Jersey Department of Environmental Protection (the “NJDEP”) has prepared a “model” Stormwater Control Ordinance (the “SCO”) for use by New Jersey municipalities which reflects amendments which have been made to the State Stormwater Management Rules at N.J.A.C. 7:8, which were adopted on March 2, 2020; and

WHEREAS, a copy of the DEP’s “model” SCO is attached to the within Resolution; and

WHEREAS, the “model” SCO represents the minimum standards and expectations which must be followed by all New Jersey municipalities; however, municipalities are permitted to enact more stringent regulations in order to address local water quality and flooding conditions, as well as any other environmental and/or community needs, per the discretion of the specific municipality; and

WHEREAS, all New Jersey municipalities are required to update their existing stormwater management regulations in order to adopt, at a minimum, the standards set forth in the attached “model” SCO; and

WHEREAS, any revisions to the City’s existing stormwater management regulations will effectuate a revision to the City’s land development regulations; and

WHEREAS, as such, before the City adopts any new or amended stormwater management regulations, the proposed revisions must be referred to the Planning Board pursuant to the requirements set forth in the New Jersey Municipal Land Use Law, specifically at N.J.S.A. 40:55D-26(a) and N.J.S.A. 40:55D-62(a), in order to confirm consistency with the City’s Master Plan; and

WHEREAS, the Mayor and City Council therefore wish to refer the attached “model” SCO to the Planning Board for review as to its consistency with the City’s Master Plan and/or for the Planning Board to make such recommendations as the Planning Board may wish to provide, before any formal action is undertaken by the Mayor and City Council to approve an updated SCO.

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 and Council hereby refer the attached DEP “model” SCO to the Planning Board for review and recommendation in accordance with the requirements of the New Jersey Municipal Land Use Law, specifically per N.J.S.A. 40:55D-26(a) and N.J.S.A. 40:55D-62(a).
2. That the Planning Board is hereby authorized and directed to prepare a report (the “Planning Board Report”) as to the consistency of the DEP’s “model” SCO with the City’s Master Plan, and to provide any such other recommendations as deemed necessary by the Planning Board, within thirty-five (35) days of the date of referral.
3. That the Planning Board Report shall identify any provisions within the attached “model” SCO that are inconsistent with the City’s Master Plan, and provide any recommendations concerning those inconsistencies, as well as provide any further recommendations as the Planning Board deems appropriate.
4. That if the Planning Board Report is not transmitted to the Mayor and Council within thirty-five (35) days of the date of referral, then the Mayor and Council shall be relieved of the requirement to obtain a Planning Board Report relating to the matters which are set forth in the “model” SCO.
5. That the Clerk of the City shall forward a copy of this Resolution, along with the attached DEP “model” SCO, to the Planning Board for its review and action forthwith.
6. That this Resolution shall take effect immediately.
7. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Asbury Park Planning Board;
 - b. Jack Serpico, Esq., Planning Board Attorney;
 - c. Donna M. Vieiro, City Manager;
 - d. Jason D. Harzold, T&M Associates;
 - e. Michele Alonso, Director of Planning & Redevelopment; 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. 2021-101 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

CERTIFIED BY ME THIS 28th DAY OF January, 2021.

MELODY HARTSGROVE
CITY CLERK



MEMORANDUM

MEMO TO: Donna M. Vieiro
City of Asbury Park

FROM: Jason D. Harzold, Client Manager

DATE: January 20, 2021

SUBJECT: NJDEP New Stormwater Control Ordinance

Ms. Vieiro,

As part of new NJDEP requirements, NJ municipalities are required to adopt an updated Stormwater Control Ordinance. The new ordinance must be effective by March 3, 2021. The last major overhaul of stormwater regulations was back in 2004. Similar to the last updates, NJDEP has once again prepared a model ordinance for the Borough's adoption.

The following is a high level overview of the major updates and changes associated with the new requirements and ordinance:

1. The most notable change is that "Green Infrastructure" is now required as part of any major development. Green Infrastructure means a stormwater management measure that manages stormwater close to its source by:
 1. Treating stormwater runoff through infiltration into subsoil;
 2. Treating stormwater runoff through filtration by vegetation or soil; or
 3. Storing stormwater runoff for reuse

The intent is to design facilities that use or mimic the natural water cycle to capture, filter, absorb, and/or re-use stormwater.

2. Typically, sites were previously designed with one large drainage basin to capture stormwater runoff from the entire site. A goal of the new regulations is to limit the contributing area of such basins. Instead of one large basin, sites will need to have smaller, more frequent stormwater management facilities. "Green" features such as porous asphalt and rain gardens will likely be used more frequently as well.
3. Under the previous rules, a site with multiple drainage areas and discharge points could sometimes average their required reductions across the entire site to show compliance. With the new rules, it is much clearer that each individual drainage area of a site must meet all water quantity, quality, and groundwater recharge standards individually.

4. The previous trigger for water quality requirements was the creation of ¼ acre or more of new impervious surface. There were often questions over whether or not gravel and other porous parking areas counted as new impervious surface. Developers could argue that some parking areas did not require water quality treatment. The new water quality trigger is ¼ acre or more of new “motor vehicle surface” which clearly includes both pervious and impervious surfaces.
5. There are new requirements for a groundwater mounding analysis to be completed for all infiltration facilities like sand basins and recharge trenches. This will assess the hydraulic impact of the new facility on the groundwater table to avoid adverse impacts such as surface ponding, flooding of basements, and interference with the functionality of the stormwater facility itself.
6. All stormwater management facilities must now be reflected on a deed notice to be filed with the County. An operations and maintenance manual must also be filed with the deed. This will help ensure long term awareness and maintenance of the facilities.
7. The definitions now clearly indicate that minor subdivisions (i.e. two or three new properties out of one existing lot) also require stormwater management compliance if they have the potential to trigger the major development thresholds when the site is fully built out (even at a later date by separate home builders).

The draft model ordinance prepared by NJDEP can be adopted by each municipality without any changes or revisions. However, some municipalities have decided to go above and beyond what NJDEP requires and add additional or more stringent requirements. Should the City wish to do so, the option is available.

If you have any questions on the model ordinance, please do not hesitate to contact me..

APPENDIX D: MODEL STORMWATER CONTROL ORDINANCE FOR MUNICIPALITIES

Important Notes: *This sample ordinance is provided to assist municipalities in revising their municipal stormwater control ordinances to reflect amendments to the Stormwater Management rules at N.J.A.C. 7:8, adopted March 2, 2020. It is provided for information purposes only. It is important that amended rules are carefully reviewed before any portion of this draft ordinance is adopted.*

This sample ordinance represents the minimum standards and expectations, except where noted otherwise. It is the goal of stormwater management to minimize pollution caused by stormwater in order to restore, enhance and maintain the integrity of waters of the State. Federal, as well as, State water pollution laws permit municipalities to undertake additional actions including ordinances with standards stronger than the statewide minimum requirements. Under New Jersey Municipal Separate Storm Sewer System Permits (MS4), the stormwater program may also include Optional Measures (OMs), that prevent or reduce the pollution of the waters of the State. A municipality may choose these stronger or additional measures in order to address local water quality and flooding conditions as well as other environmental and community needs. For example, municipalities may choose to define “major development” with a smaller area of disturbance and/or smaller area of regulated impervious cover or regulated motor vehicle surface; apply stormwater requirements to both major and minor development; and/or require groundwater recharge, when feasible, in urban redevelopment areas.

Although this model ordinance does include a section on penalties, it is entirely optional for a municipality to include this section and therefore, this section does not establish any monetary values. The Department expects that the review of development applications under this ordinance would be an integral part of the municipal review of developments. As a result, the costs to municipalities of reviewing development applications under this ordinance could be defrayed by fees charged for review under N.J.S.A. 40:55D-8.b.

Notes are provided in italics throughout this model stormwater control ordinance and are not intended to be adopted as part of the ordinance. Where non-italicized text is bounded in a rectangular border, the text inside that boundary is the sample ordinance language.

An editable Word version of this model ordinance is available online at:

https://www.njstormwater.org/bmp_manual2.htm.

Sample Municipal Stormwater Control Ordinance

Ordinance #[insert number] – Stormwater Control

Section I. Scope and Purpose:

A. Policy Statement

Flood control, groundwater recharge, and pollutant reduction shall be achieved through the use of stormwater management measures, including green infrastructure Best Management Practices (GI BMPs) and nonstructural stormwater management strategies. GI BMPs and low impact development (LID) should be utilized to meet the goal of maintaining natural hydrology to reduce stormwater runoff volume, reduce erosion, encourage infiltration and groundwater recharge, and reduce pollution. GI BMPs and LID should be developed based upon physical site conditions and the origin, nature and the anticipated quantity, or amount, of potential pollutants. Multiple stormwater management BMPs may be necessary to achieve the established performance standards for water quality, quantity, and groundwater recharge.

B. Purpose

The purpose of this ordinance is to establish minimum stormwater management requirements and controls for “major development,” as defined below in Section II.

C. Applicability

1. This ordinance shall be applicable to the following major developments:
 - a. Non-residential major developments; and
 - b. Aspects of residential major developments that are not pre-empted by the Residential Site Improvement Standards at N.J.A.C. 5:21.
2. This ordinance shall also be applicable to all major developments undertaken by [insert name of municipality].

D. Compatibility with Other Permit and Ordinance Requirements

Development approvals issued pursuant to this ordinance are to be considered an integral part of development approvals and do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other applicable code, rule, act, or ordinance. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, and general welfare.

This ordinance is not intended to interfere with, abrogate, or annul any other ordinances, rule or regulation, statute, or other provision of law except that, where any provision of this ordinance imposes restrictions different from those imposed by any

(continued on the next page)

Ordinance #[insert number] – Stormwater Control *(continued)*

other ordinance, rule or regulation, or other provision of law, the more restrictive provisions or higher standards shall control.

Section II. Definitions:

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

“CAFRA Centers, Cores or Nodes” means those areas with boundaries incorporated by reference or revised by the Department in accordance with N.J.A.C. 7:7-13.16.

“CAFRA Planning Map” means the map used by the Department to identify the location of Coastal Planning Areas, CAFRA centers, CAFRA cores, and CAFRA nodes. The CAFRA Planning Map is available on the Department's Geographic Information System (GIS).

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

“Compaction” means the increase in soil bulk density.

“Contributory drainage area” means the area from which stormwater runoff drains to a stormwater management measure, not including the area of the stormwater management measure itself.

“Core” means a pedestrian-oriented area of commercial and civic uses serving the surrounding municipality, generally including housing and access to public transportation.

“County review agency” means an agency designated by the County Board of Chosen Freeholders to review municipal stormwater management plans and implementing ordinance(s). The county review agency may either be:

1. A county planning agency or

(continued on the next page)

Ordinance #[insert number] – Stormwater Control *(continued)*

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

“Department” means the Department of Environmental Protection.

“Designated Center” means a State Development and Redevelopment Plan Center as designated by the State Planning Commission such as urban, regional, town, village, or hamlet.

“Design engineer” means a person professionally qualified and duly licensed in New Jersey to perform engineering services that may include, but not necessarily be limited to, development of project requirements, creation and development of project design and preparation of drawings and specifications.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation or enlarge-enlargement of any building or structure, any mining excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission is required under the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*

In the case of development of agricultural land, development means: any activity that requires a State permit, any activity reviewed by the County Agricultural Board (CAB) and the State Agricultural Development Committee (SADC), and municipal review of any activity not exempted by the Right to Farm Act , N.J.S.A 4:1C-1 *et seq.*

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

“Drainage area” means a geographic area within which stormwater, sediments, or dissolved materials drain to a particular receiving waterbody or to a particular point along a receiving waterbody.

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

(continued on the next page)

Ordinance #[insert number] – Stormwater Control *(continued)*

“Environmentally critical area” means an area or feature which is of significant environmental value, including but not limited to: stream corridors, natural heritage priority sites, habitats of endangered or threatened species, large areas of contiguous open space or upland forest, steep slopes, and well head protection and groundwater recharge areas. Habitats of endangered or threatened species are identified using the Department’s Landscape Project as approved by the Department’s Endangered and Nongame Species Program.

“Empowerment Neighborhoods” means neighborhoods designated by the Urban Coordinating Council “in consultation and conjunction with” the New Jersey Redevelopment Authority pursuant to N.J.S.A 55:19-69.

“Erosion” means the detachment and movement of soil or rock fragments by water, wind, ice, or gravity.

“Green infrastructure” means a stormwater management measure that manages stormwater close to its source by:

1. Treating stormwater runoff through infiltration into subsoil;
2. Treating stormwater runoff through filtration by vegetation or soil; or
3. Storing stormwater runoff for reuse.

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

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

“Infiltration” is the process by which water seeps into the soil from precipitation.

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

“Major development” means an individual “development,” as well as multiple developments that individually or collectively result in:

1. The disturbance of one or more acres of land since February 2, 2004;
2. The creation of one-quarter acre or more of “regulated impervious surface” since February 2, 2004;
3. The creation of one-quarter acre or more of “regulated motor vehicle surface” since March 2, 2021 *{or the effective date of this ordinance, whichever is*

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Ordinance #[insert number] – Stormwater Control

earlier}; or

4. A combination of 2 and 3 above that totals an area of one-quarter acre or more. The same surface shall not be counted twice when determining if the combination area equals one-quarter acre or more.

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

~~NOTE: The definition of major development above aligns with the definition at N.J.A.C. 7:8-1.2 and is recommended for consistency. Alternatively, a municipality may adopt the following definition, which is the minimum standard required. Municipalities that have already adopted the definition at N.J.A.C. 7:8-1.2 or another definition that goes beyond the minimum requirement should not reduce the stringency of their definition by adopting the minimum standard.~~

~~“Major development” means an individual “development,” as well as multiple developments that individually or collectively result in the disturbance of one or more acres of land since February 2, 2004.~~

~~Major development includes all developments that are part of a common plan of development or sale (for example, phased residential development) that collectively or individually result in the disturbance of one or more acres of land since February 2, 2004. Projects undertaken by any government agency that otherwise meet the definition of “major development” but which do not require approval under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq., are also considered “major development.”~~

~~Additionally, individual municipalities may define major development with a smaller area of disturbance, a smaller area of regulated impervious or motor vehicle surface, or both.~~

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

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

“Municipality” means any city, borough, town, township, or village.

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

“Node” means an area designated by the State Planning Commission concentrating facilities and activities which are not organized in a compact form.

“Nutrient” means a chemical element or compound, such as nitrogen or phosphorus, which is essential to and promotes the development of organisms.

“Person” means any individual, corporation, company, partnership, firm, association, political subdivision of this State and any state, interstate or Federal agency.

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

“Recharge” means the amount of water from precipitation that infiltrates into the ground and is not evapotranspired.

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“Regulated impervious surface” means any of the following, alone or in combination:

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

“Regulated motor vehicle surface” means any of the following, alone or in combination:

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

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

“Site” means the lot or lots upon which a major development is to occur or has occurred.

“Soil” means all unconsolidated mineral and organic material of any origin.

“State Development and Redevelopment Plan Metropolitan Planning Area (PA1)” means an area delineated on the State Plan Policy Map and adopted by the State Planning Commission that is intended to be the focus for much of the State’s future redevelopment and revitalization efforts.

“State Plan Policy Map” is defined as the geographic application of the State Development and Redevelopment Plan’s goals and statewide policies, and the official map of these goals and policies.

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

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

“Stormwater management measure” means any practice, technology, process, program, or other method intended to control or reduce stormwater runoff and associated pollutants, or to induce or control the infiltration or groundwater recharge of stormwater or to eliminate illicit or illegal non-stormwater discharges into stormwater conveyances.

“Stormwater runoff” means water flow on the surface of the ground or in storm sewers, resulting from precipitation.

“Stormwater management planning agency” means a public body authorized by legislation to prepare stormwater management plans.

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

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

“Urban Coordinating Council Empowerment Neighborhood” means a neighborhood given priority access to State resources through the New Jersey Redevelopment Authority.

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

“Urban Redevelopment Area” is defined as previously developed portions of areas:

1. Delineated on the State Plan Policy Map (SPPM) as the Metropolitan Planning Area (PA1), Designated Centers, Cores or Nodes;

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Ordinance #[insert number] – Stormwater Control *(continued)*

2. Designated as CAFRA Centers, Cores or Nodes;
3. Designated as Urban Enterprise Zones; and
4. Designated as Urban Coordinating Council Empowerment Neighborhoods.

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

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

“Wetlands” or “wetland” means an area that is inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation.

Section III. Design and Performance Standards for Stormwater Management Measures

- A. Stormwater management measures for major development shall be designed to provide erosion control, groundwater recharge, stormwater runoff quantity control, and stormwater runoff quality treatment as follows:
 1. The minimum standards for erosion control are those established under the Soil and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and implementing rules at N.J.A.C. 2:90.
 2. The minimum standards for groundwater recharge, stormwater quality, and stormwater runoff quantity shall be met by incorporating green infrastructure.
- B. The standards in this ordinance apply only to new major development and are intended to minimize the impact of stormwater runoff on water quality and water quantity in receiving water bodies and maintain groundwater recharge. The standards do not apply to new major development to the extent that alternative design and performance standards are applicable under a regional stormwater management plan or Water Quality Management Plan adopted in accordance with Department rules.

Note: Alternative standards shall provide at least as much protection from stormwater-related loss of groundwater recharge, stormwater quantity and water quality impacts of major development projects as would be provided under the standards in N.J.A.C. 7:8-5.

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Ordinance #[insert number] – Stormwater Control *(continued)*

Section IV. Stormwater Management Requirements for Major Development

- A. The development shall incorporate a maintenance plan for the stormwater management measures incorporated into the design of a major development in accordance with Section X.
- B. Stormwater management measures shall avoid adverse impacts of concentrated flow on habitat for threatened and endangered species as documented in the Department's Landscape Project or Natural Heritage Database established under N.J.S.A. 13:1B-15.147 through 15.150, particularly *Helonias bullata* (swamp pink) and/or *Clemmys muhlenbergi* (bog turtle).
- C. The following linear development projects are exempt from the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section IV.P, Q and R:
 - 1. The construction of an underground utility line provided that the disturbed areas are revegetated upon completion;
 - 2. The construction of an aboveground utility line provided that the existing conditions are maintained to the maximum extent practicable; and
 - 3. The construction of a public pedestrian access, such as a sidewalk or trail with a maximum width of 14 feet, provided that the access is made of permeable material.
- D. A waiver from strict compliance from the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity requirements of Section IV.O, P, Q and R may be obtained for the enlargement of an existing public roadway or railroad; or the construction or enlargement of a public pedestrian access, provided that the following conditions are met:
 - 1. The applicant demonstrates that there is a public need for the project that cannot be accomplished by any other means;
 - 2. The applicant demonstrates through an alternatives analysis, that through the use of stormwater management measures, the option selected complies with the requirements of Section IV.O, P, Q and R to the maximum extent practicable;
 - 3. The applicant demonstrates that, in order to meet the requirements of Section IV.O, P, Q and R, existing structures currently in use, such as homes and buildings, would need to be condemned; and
 - 4. The applicant demonstrates that it does not own or have other rights to areas, including the potential to obtain through condemnation lands not falling under IV.D.3 above within the upstream drainage area of the receiving stream, that would provide additional opportunities to mitigate the requirements of Section IV.O, P, Q and R that were not achievable onsite.
- E. Tables 1 through 3 below summarize the ability of stormwater best management practices identified and described in the New Jersey Stormwater Best Management

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Ordinance #[insert number] – Stormwater Control *(continued)*

Practices Manual to satisfy the green infrastructure, groundwater recharge, stormwater runoff quality and stormwater runoff quantity standards specified in Section IV.O, P, Q and R. When designed in accordance with the most current version of the New Jersey Stormwater Best Management Practices Manual, the stormwater management measures found at N.J.A.C. 7:8-5.2 (f) Tables 5-1, 5-2 and 5-3 and listed below in Tables 1, 2 and 3 are presumed to be capable of providing stormwater controls for the design and performance standards as outlined in the tables below. Upon amendments of the New Jersey Stormwater Best Management Practices to reflect additions or deletions of BMPs meeting these standards, or changes in the presumed performance of BMPs designed in accordance with the New Jersey Stormwater BMP Manual, the Department shall publish in the New Jersey Registers a notice of administrative change revising the applicable table. The most current version of the BMP Manual can be found on the Department's website at:

https://njstormwater.org/bmp_manual2.htm.

- F. Where the BMP tables in the NJ Stormwater Management Rule are different due to updates or amendments with the tables in this ordinance the BMP Tables in the Stormwater Management rule at N.J.A.C. 7:8-5.2(f) shall take precedence.

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Ordinance #[insert number] – Stormwater Control *(continued)*

Table 1 Green Infrastructure BMPs for Groundwater Recharge, Stormwater Runoff Quality, and/or Stormwater Runoff Quantity				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Cistern	0	Yes	No	--
Dry Well ^(a)	0	No	Yes	2
Grass Swale	50 or less	No	No	2 ^(e) 1 ^(f)
Green Roof	0	Yes	No	--
Manufactured Treatment Device ^(a) ^(g)	50 or 80	No	No	Dependent upon the device
Pervious Paving System ^(a)	80	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Bioretention Basin ^(a)	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Small-Scale Infiltration Basin ^(a)	80	Yes	Yes	2
Small-Scale Sand Filter	80	Yes	Yes	2
Vegetative Filter Strip	60-80	No	No	--

(Notes corresponding to annotations ^(a) through ^(g) are found on Page D-15)

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Table 2 Green Infrastructure BMPs for Stormwater Runoff Quantity (or for Groundwater Recharge and/or Stormwater Runoff Quality with a Waiver or Variance from N.J.A.C. 7:8-5.3)				
Best Management Practice	Stormwater Runoff Quality TSS Removal Rate (percent)	Stormwater Runoff Quantity	Groundwater Recharge	Minimum Separation from Seasonal High Water Table (feet)
Bioretention System	80 or 90	Yes	Yes ^(b) No ^(c)	2 ^(b) 1 ^(c)
Infiltration Basin	80	Yes	Yes	2
Sand Filter ^(b)	80	Yes	Yes	2
Standard Constructed Wetland	90	Yes	No	N/A
Wet Pond ^(d)	50-90	Yes	No	N/A

(Notes corresponding to annotations ^(b) through ^(d) are found on Page D-15)

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Ordinance #[insert number] – Stormwater Control *(continued)*

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

Notes to Tables 1, 2, and 3:

- (a) subject to the applicable contributory drainage area limitation specified at Section IV.O.2;
- (b) designed to infiltrate into the subsoil;
- (c) designed with underdrains;
- (d) designed to maintain at least a 10-foot wide area of native vegetation along at least 50 percent of the shoreline and to include a stormwater runoff retention component designed to capture stormwater runoff for beneficial reuse, such as irrigation;
- (e) designed with a slope of less than two percent;
- (f) designed with a slope of equal to or greater than two percent;
- (g) manufactured treatment devices that meet the definition of green infrastructure at Section II;
- (h) manufactured treatment devices that do not meet the definition of green infrastructure at Section II.

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Ordinance #[insert number] – Stormwater Control *(continued)*

- G. An alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate may be used if the design engineer demonstrates the capability of the proposed alternative stormwater management measure and/or the validity of the alternative rate or method to the municipality. A copy of any approved alternative stormwater management measure, alternative removal rate, and/or alternative method to calculate the removal rate shall be provided to the Department in accordance with Section VI.B. Alternative stormwater management measures may be used to satisfy the requirements at Section IV.O only if the measures meet the definition of green infrastructure at Section II. Alternative stormwater management measures that function in a similar manner to a BMP listed at Section O.2 are subject to the contributory drainage area limitation specified at Section O.2 for that similarly functioning BMP. Alternative stormwater management measures approved in accordance with this subsection that do not function in a similar manner to any BMP listed at Section O.2 shall have a contributory drainage area less than or equal to 2.5 acres, except for alternative stormwater management measures that function similarly to cisterns, grass swales, green roofs, standard constructed wetlands, vegetative filter strips, and wet ponds, which are not subject to a contributory drainage area limitation. Alternative measures that function similarly to standard constructed wetlands or wet ponds shall not be used for compliance with the stormwater runoff quality standard unless a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section IV.D is granted from Section IV.O.
- H. Whenever the stormwater management design includes one or more BMPs that will infiltrate stormwater into subsoil, the design engineer shall assess the hydraulic impact on the groundwater table and design the site, so as to avoid adverse hydraulic impacts. Potential adverse hydraulic impacts include, but are not limited to, exacerbating a naturally or seasonally high water table, so as to cause surficial ponding, flooding of basements, or interference with the proper operation of subsurface sewage disposal systems or other subsurface structures within the zone of influence of the groundwater mound, or interference with the proper functioning of the stormwater management measure itself.
- I. Design standards for stormwater management measures are as follows:
1. Stormwater management measures shall be designed to take into account the existing site conditions, including, but not limited to, environmentally critical areas; wetlands; flood-prone areas; slopes; depth to seasonal high water table; soil type, permeability, and texture; drainage area and drainage patterns; and the presence of solution-prone carbonate rocks (limestone);
 2. Stormwater management measures shall be designed to minimize maintenance, facilitate maintenance and repairs, and ensure proper functioning. Trash racks shall be installed at the intake to the outlet structure, as appropriate, and shall have

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Ordinance #[insert number] – Stormwater Control *(continued)*

parallel bars with one-inch spacing between the bars to the elevation of the water quality design storm. For elevations higher than the water quality design storm, the parallel bars at the outlet structure shall be spaced no greater than one-third the width of the diameter of the orifice or one-third the width of the weir, with a minimum spacing between bars of one inch and a maximum spacing between bars of six inches. In addition, the design of trash racks must comply with the requirements of Section VIII.C;

3. Stormwater management measures shall be designed, constructed, and installed to be strong, durable, and corrosion resistant. Measures that are consistent with the relevant portions of the Residential Site Improvement Standards at N.J.A.C. 5:21-7.3, 7.4, and 7.5 shall be deemed to meet this requirement;
 4. Stormwater management BMPs shall be designed to meet the minimum safety standards for stormwater management BMPs at Section VIII; and
 5. The size of the orifice at the intake to the outlet from the stormwater management BMP shall be a minimum of two and one-half inches in diameter.
- J. Manufactured treatment devices may be used to meet the requirements of this subchapter, provided the pollutant removal rates are verified by the New Jersey Corporation for Advanced Technology and certified by the Department. Manufactured treatment devices that do not meet the definition of green infrastructure at Section II may be used only under the circumstances described at Section IV.O.4.
- K. Any application for a new agricultural development that meets the definition of major development at Section II shall be submitted to the Soil Conservation District for review and approval in accordance with the requirements at Sections IV.O, P, Q and R and any applicable Soil Conservation District guidelines for stormwater runoff quantity and erosion control. For purposes of this subsection, "agricultural development" means land uses normally associated with the production of food, fiber, and livestock for sale. Such uses do not include the development of land for the processing or sale of food and the manufacture of agriculturally related products.
- L. If there is more than one drainage area, the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section IV.P, Q and R shall be met in each drainage area, unless the runoff from the drainage areas converge onsite and no adverse environmental impact would occur as a result of compliance with any one or more of the individual standards being determined utilizing a weighted average of the results achieved for that individual standard across the affected drainage areas.
- M. Any stormwater management measure authorized under the municipal stormwater management plan or ordinance shall be reflected in a deed notice recorded in the {insert Office of the County Clerk or the registrar of deeds and mortgages of the county in which the development, project, project site, or mitigation area containing the stormwater management measure is located, as appropriate, to the municipality}. A form of deed notice shall be submitted to the

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Ordinance #[insert number] – Stormwater Control *(continued)*

A form of deed notice shall be submitted to the municipality for approval prior to filing. The deed notice shall contain a description of the stormwater management measure(s) used to meet the green infrastructure, groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section IV.O, P, Q and R and shall identify the location of the stormwater management measure(s) in NAD 1983 State Plane New Jersey FIPS 2900 US Feet or Latitude and Longitude in decimal degrees. The deed notice shall also reference the maintenance plan required to be recorded upon the deed pursuant to Section X.B.5. Prior to the commencement of construction, proof that the above required deed notice has been filed shall be submitted to the municipality. Proof that the required information has been recorded on the deed shall be in the form of either a copy of the complete recorded document or a receipt from the clerk or other proof of recordation provided by the recording office. However, if the initial proof provided to the municipality is not a copy of the complete recorded document, a copy of the complete recorded document shall be provided to the municipality within 180 calendar days of the authorization granted by the municipality.

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

O. Green Infrastructure Standards

1. This subsection specifies the types of green infrastructure BMPs that may be used to satisfy the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards.
2. To satisfy the groundwater recharge and stormwater runoff quality standards at Section IV.P and Q, the design engineer shall utilize green infrastructure BMPs identified in Table 1 at Section IV.F. and/or an alternative stormwater management measure approved in accordance with Section IV.G. The following green infrastructure BMPs are subject to the following maximum contributory drainage area limitations:

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Ordinance #[insert number] – Stormwater Control *(continued)*

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

3. To satisfy the stormwater runoff quantity standards at Section IV.R, the design engineer shall utilize BMPs from Table 1 or from Table 2 and/or an alternative stormwater management measure approved in accordance with Section IV.G.
 4. If a variance in accordance with N.J.A.C. 7:8-4.6 or a waiver from strict compliance in accordance with Section IV.D is granted from the requirements of this subsection, then BMPs from Table 1, 2, or 3, and/or an alternative stormwater management measure approved in accordance with Section IV.G may be used to meet the groundwater recharge, stormwater runoff quality, and stormwater runoff quantity standards at Section IV.P, Q and R.
 5. For separate or combined storm sewer improvement projects, such as sewer separation, undertaken by a government agency or public utility (for example, a sewerage company), the requirements of this subsection shall only apply to areas owned in fee simple by the government agency or utility, and areas within a right-of-way or easement held or controlled by the government agency or utility; the entity shall not be required to obtain additional property or property rights to fully satisfy the requirements of this subsection. Regardless of the amount of area of a separate or combined storm sewer improvement project subject to the green infrastructure requirements of this subsection, each project shall fully comply with the applicable groundwater recharge, stormwater runoff quality control, and stormwater runoff quantity standards at Section IV.P, Q and R, unless the project is granted a waiver from strict compliance in accordance with Section IV.D.
- P. Groundwater Recharge Standards
1. This subsection contains the minimum design and performance standards for groundwater recharge as follows:
 2. The design engineer shall, using the assumptions and factors for stormwater runoff and groundwater recharge calculations at Section V, either:

(continued on the next page)

Ordinance #[insert number] – Stormwater Control *(continued)*

- i. Demonstrate through hydrologic and hydraulic analysis that the site and its stormwater management measures maintain 100 percent of the average annual pre-construction groundwater recharge volume for the site; or
 - ii. Demonstrate through hydrologic and hydraulic analysis that the increase of stormwater runoff volume from pre-construction to post-construction for the 2-year storm is infiltrated.
 - 3. This groundwater recharge requirement does not apply to projects within the “urban redevelopment area,” or to projects subject to 4 below.
 - 4. The following types of stormwater shall not be recharged:
 - i. Stormwater from areas of high pollutant loading. High pollutant loading areas are areas in industrial and commercial developments where solvents and/or petroleum products are loaded/unloaded, stored, or applied, areas where pesticides are loaded/unloaded or stored; areas where hazardous materials are expected to be present in greater than “reportable quantities” as defined by the United States Environmental Protection Agency (EPA) at 40 CFR 302.4; areas where recharge would be inconsistent with Department approved remedial action work plan or landfill closure plan and areas with high risks for spills of toxic materials, such as gas stations and vehicle maintenance facilities; and
 - ii. Industrial stormwater exposed to “source material.” “Source material” means any material(s) or machinery, located at an industrial facility, that is directly or indirectly related to process, manufacturing or other industrial activities, which could be a source of pollutants in any industrial stormwater discharge to groundwater. Source materials include, but are not limited to, raw materials; intermediate products; final products; waste materials; by-products; industrial machinery and fuels, and lubricants, solvents, and detergents that are related to process, manufacturing, or other industrial activities that are exposed to stormwater.
- Q. Stormwater Runoff Quality Standards
- 1. This subsection contains the minimum design and performance standards to control stormwater runoff quality impacts of major development. Stormwater runoff quality standards are applicable when the major development results in an increase of one-quarter acre or more of regulated motor vehicle surface.
 - 2. Stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff generated from the water quality design storm as follows:
 - i. Eighty percent TSS removal of the anticipated load, expressed as an annual average shall be achieved for the stormwater runoff from the net increase of motor vehicle surface.

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Ordinance #[insert number] – Stormwater Control *(continued)*

- ii. If the surface is considered regulated motor vehicle surface because the water quality treatment for an area of motor vehicle surface that is currently receiving water quality treatment either by vegetation or soil, by an existing stormwater management measure, or by treatment at a wastewater treatment plant is to be modified or removed, the project shall maintain or increase the existing TSS removal of the anticipated load expressed as an annual average.
- 3. The requirement to reduce TSS does not apply to any stormwater runoff in a discharge regulated under a numeric effluent limitation for TSS imposed under the New Jersey Pollutant Discharge Elimination System (NJPDES) rules, N.J.A.C. 7:14A, or in a discharge specifically exempt under a NJPDES permit from this requirement. Every major development, including any that discharge into a combined sewer system, shall comply with 2 above, unless the major development is itself subject to a NJPDES permit with a numeric effluent limitation for TSS or the NJPDES permit to which the major development is subject exempts the development from a numeric effluent limitation for TSS.
- 4. The water quality design storm is 1.25 inches of rainfall in two hours. Water quality calculations shall take into account the distribution of rain from the water quality design storm, as reflected in Table 4, below. The calculation of the volume of runoff may take into account the implementation of stormwater management measures.

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Ordinance #[insert number] – Stormwater Control *(continued)*

Table 4 - Water Quality Design Storm Distribution

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

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

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

Where

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

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

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

6. Stormwater management measures shall also be designed to reduce, to the maximum extent feasible, the post-construction nutrient load of the anticipated load from the developed site in stormwater runoff generated from the water quality design storm. In achieving reduction of nutrients to the maximum extent feasible, the design of the site shall include green infrastructure BMPs that optimize nutrient removal while still achieving the performance standards in Section IV.P, Q and R.
7. In accordance with the definition of FW1 at N.J.A.C. 7:9B-1.4, stormwater management measures shall be designed to prevent any increase in stormwater runoff to waters classified as FW1.
8. The Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-4.1(c)1 establish 300-foot riparian zones along Category One waters, as designated in the Surface Water Quality Standards at N.J.A.C. 7:9B, and certain upstream tributaries to Category One waters. A person shall not undertake a major development that is located within or discharges into a 300-foot riparian zone without prior authorization from the Department under N.J.A.C. 7:13.
9. Pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-11.2(j)3.i, runoff from the water quality design storm that is discharged within a 300-foot riparian zone shall be treated in accordance with this subsection to reduce the post-construction load of total suspended solids by 95 percent of the anticipated load from the developed site, expressed as an annual average.
10. This stormwater runoff quality standards do not apply to the construction of one individual single-family dwelling, provided that it is not part of a larger development or subdivision that has received preliminary or final site plan approval prior to December 3, 2018, and that the motor vehicle surfaces are made of permeable material(s) such as gravel, dirt, and/or shells.

R. Stormwater Runoff Quantity Standards

1. This subsection contains the minimum design and performance standards to control stormwater runoff quantity impacts of major development.
2. In order to control stormwater runoff quantity impacts, the design engineer shall, using the assumptions and factors for stormwater runoff calculations at Section V, complete one of the following:

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Ordinance #[insert number] – Stormwater Control *(continued)*

- i. Demonstrate through hydrologic and hydraulic analysis that for stormwater leaving the site, post-construction runoff hydrographs for the 2-, 10-, and 100-year storm events do not exceed, at any point in time, the pre-construction runoff hydrographs for the same storm events;
 - ii. Demonstrate through hydrologic and hydraulic analysis that there is no increase, as compared to the pre-construction condition, in the peak runoff rates of stormwater leaving the site for the 2-, 10- and 100-year storm events and that the increased volume or change in timing of stormwater runoff will not increase flood damage at or downstream of the site. This analysis shall include the analysis of impacts of existing land uses and projected land uses assuming full development under existing zoning and land use ordinances in the drainage area;
 - iii. Design stormwater management measures so that the post-construction peak runoff rates for the 2-, 10- and 100-year storm events are 50, 75 and 80 percent, respectively, of the pre-construction peak runoff rates. The percentages apply only to the post-construction stormwater runoff that is attributable to the portion of the site on which the proposed development or project is to be constructed; or
 - iv. In tidal flood hazard areas, stormwater runoff quantity analysis in accordance with 2.i, ii and iii above is required unless the design engineer demonstrates through hydrologic and hydraulic analysis that the increased volume, change in timing, or increased rate of the stormwater runoff, or any combination of the three will not result in additional flood damage below the point of discharge of the major development. No analysis is required if the stormwater is discharged directly into any ocean, bay, inlet, or the reach of any watercourse between its confluence with an ocean, bay, or inlet and downstream of the first water control structure.
3. The stormwater runoff quantity standards shall be applied at the site's boundary to each abutting lot, roadway, watercourse, or receiving storm sewer system.

Section V. Calculation of Stormwater Runoff and Groundwater Recharge:

- A. Stormwater runoff shall be calculated in accordance with the following:
- 1. The design engineer shall calculate runoff using one of the following methods:
 - i. The USDA Natural Resources Conservation Service (NRCS) methodology, including the NRCS Runoff Equation and Dimensionless Unit Hydrograph, as described in Chapters 7, 9, 10, 15 and 16 Part 630, Hydrology National Engineering Handbook, incorporated herein by reference as amended and supplemented. This methodology is additionally described in *Technical Release 55 - Urban Hydrology for Small Watersheds* (TR-55), dated June 1986,

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incorporated herein by reference as amended and supplemented. Information regarding the methodology is available from the Natural Resources Conservation Service website at:

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

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

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

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

2. For the purpose of calculating runoff coefficients and groundwater recharge, there is a presumption that the pre-construction condition of a site or portion thereof is a wooded land use with good hydrologic condition. The term "runoff coefficient" applies to both the NRCS methodology above at Section V.A.1.i and the Rational and Modified Rational Methods at Section V.A.1.ii. A runoff coefficient or a groundwater recharge land cover for an existing condition may be used on all or a portion of the site if the design engineer verifies that the hydrologic condition has existed on the site or portion of the site for at least five years without interruption prior to the time of application. If more than one land cover have existed on the site during the five years immediately prior to the time of application, the land cover with the lowest runoff potential shall be used for the computations. In addition, there is the presumption that the site is in good hydrologic condition (if the land use type is pasture, lawn, or park), with good cover (if the land use type is woods), or with good hydrologic condition and conservation treatment (if the land use type is cultivation).
3. In computing pre-construction stormwater runoff, the design engineer shall account for all significant land features and structures, such as ponds, wetlands, depressions, hedgerows, or culverts, that may reduce pre-construction stormwater runoff rates and volumes.
4. In computing stormwater runoff from all design storms, the design engineer shall consider the relative stormwater runoff rates and/or volumes of pervious and impervious surfaces separately to accurately compute the rates and volume of

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Ordinance #[insert number] – Stormwater Control *(continued)*

stormwater runoff from the site. To calculate runoff from unconnected impervious cover, urban impervious area modifications as described in the NRCS *Technical Release 55 – Urban Hydrology for Small Watersheds* or other methods may be employed.

5. If the invert of the outlet structure of a stormwater management measure is below the flood hazard design flood elevation as defined at N.J.A.C. 7:13, the design engineer shall take into account the effects of tailwater in the design of structural stormwater management measures.

- B. Groundwater recharge may be calculated in accordance with the following:

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

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

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

Section VI. Sources for Technical Guidance:

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

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

1. Guidelines for stormwater management measures are contained in the New Jersey Stormwater Best Management Practices Manual, as amended and supplemented. Information is provided on stormwater management measures such as, but not limited to, those listed in Tables 1, 2, and 3.
2. Additional maintenance guidance is available on the Department's website at:

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

- B. Submissions required for review by the Department should be mailed to:

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

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Section VII. Solids and Floatable Materials Control Standards:

A. Site design features identified under Section IV.F above, or alternative designs in accordance with Section IV.G above, to prevent discharge of trash and debris from drainage systems shall comply with the following standard to control passage of solid and floatable materials through storm drain inlets. For purposes of this paragraph, “solid and floatable materials” means sediment, debris, trash, and other floating, suspended, or settleable solids. For exemptions to this standard see Section VII.A.2 below.

1. Design engineers shall use one of the following grates whenever they use a grate in pavement or another ground surface to collect stormwater from that surface into a storm drain or surface water body under that grate:
 - i. The New Jersey Department of Transportation (NJDOT) bicycle safe grate, which is described in Chapter 2.4 of the NJDOT Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines; or
 - ii. A different grate, if each individual clear space in that grate has an area of no more than seven (7.0) square inches, or is no greater than 0.5 inches across the smallest dimension.

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

- iii. For curb-opening inlets, including curb-opening inlets in combination inlets, the clear space in that curb opening, or each individual clear space if the curb opening has two or more clear spaces, shall have an area of no more than seven (7.0) square inches, or be no greater than two (2.0) inches across the smallest dimension.
2. The standard in A.1. above does not apply:
 - i. Where each individual clear space in the curb opening in existing curb-opening inlet does not have an area of more than nine (9.0) square inches;
 - ii. Where the municipality agrees that the standards would cause inadequate hydraulic performance that could not practicably be overcome by using additional or larger storm drain inlets;
 - iii. Where flows from the water quality design storm as specified in N.J.A.C. 7:8 are conveyed through any device (e.g., end of pipe netting facility, manufactured treatment device, or a catch basin hood) that is designed, at a minimum, to

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Ordinance #[insert number] – Stormwater Control *(continued)*

prevent delivery of all solid and floatable materials that could not pass through one of the following:

- a. A rectangular space four and five-eighths (4.625) inches long and one and one-half (1.5) inches wide (this option does not apply for outfall netting facilities); or
- b. A bar screen having a bar spacing of 0.5 inches.

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

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

Section VIII. Safety Standards for Stormwater Management Basins:

- A. This section sets forth requirements to protect public safety through the proper design and operation of stormwater management BMPs. This section applies to any new stormwater management BMP.
- B. The provisions of this section are not intended to preempt more stringent municipal or county safety requirements for new or existing stormwater management BMPs. Municipal and county stormwater management plans and ordinances may, pursuant to their authority, require existing stormwater management BMPs to be retrofitted to meet one or more of the safety standards in Section VIII.C.1, VIII.C.2, and VIII.C.3 for trash racks, overflow grates, and escape provisions at outlet structures.
- C. Requirements for Trash Racks, Overflow Grates and Escape Provisions
 - 1. A trash rack is a device designed to catch trash and debris and prevent the clogging of outlet structures. Trash racks shall be installed at the intake to the outlet from the Stormwater management BMP to ensure proper functioning of the BMP outlets in accordance with the following:
 - i. The trash rack shall have parallel bars, with no greater than six-inch spacing between the bars;
 - ii. The trash rack shall be designed so as not to adversely affect the hydraulic performance of the outlet pipe or structure;

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Ordinance #[insert number] – Stormwater Control *(continued)*

- iii. The average velocity of flow through a clean trash rack is not to exceed 2.5 feet per second under the full range of stage and discharge. Velocity is to be computed on the basis of the net area of opening through the rack; and
 - iv. The trash rack shall be constructed of rigid, durable, and corrosion resistant material and designed to withstand a perpendicular live loading of 300 pounds per square foot.
- 2. An overflow grate is designed to prevent obstruction of the overflow structure. If an outlet structure has an overflow grate, such grate shall meet the following requirements:
 - i. The overflow grate shall be secured to the outlet structure but removable for emergencies and maintenance.
 - ii. The overflow grate spacing shall be no less than two inches across the smallest dimension
 - iii. The overflow grate shall be constructed and installed to be rigid, durable, and corrosion resistant, and shall be designed to withstand a perpendicular live loading of 300 pounds per square foot.
- 3. Stormwater management BMPs shall include escape provisions as follows:
 - i. If a stormwater management BMP has an outlet structure, escape provisions shall be incorporated in or on the structure. Escape provisions include the installation of permanent ladders, steps, rungs, or other features that provide easily accessible means of egress from stormwater management BMPs. With the prior approval of the municipality pursuant to VIII.C, a free-standing outlet structure may be exempted from this requirement;
 - ii. Safety ledges shall be constructed on the slopes of all new stormwater management BMPs having a permanent pool of water deeper than two and one-half feet. Safety ledges shall be comprised of two steps. Each step shall be four to six feet in width. One step shall be located approximately two and one-half feet below the permanent water surface, and the second step shall be located one to one and one-half feet above the permanent water surface. See VIII.E for an illustration of safety ledges in a stormwater management BMP; and
 - iii. In new stormwater management BMPs, the maximum interior slope for an earthen dam, embankment, or berm shall not be steeper than three horizontal to one vertical.

D. Variance or Exemption from Safety Standard

A variance or exemption from the safety standards for stormwater management BMPs may be granted only upon a written finding by the municipality that the variance or exemption will not constitute a threat to public safety.

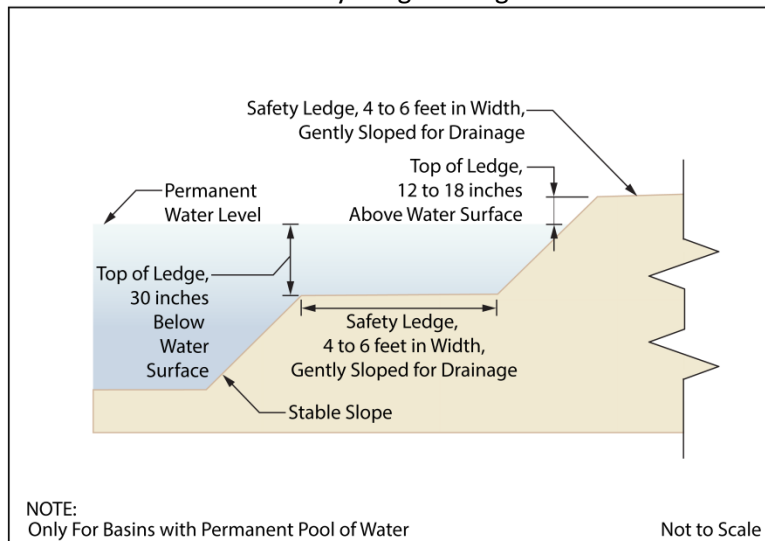
a threat to public safety.

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Ordinance #[insert number] – Stormwater Control (continued)

E. Safety Ledge Illustration

Elevation View –Basin Safety Ledge Configuration



Section IX. Requirements for a Site Development Stormwater Plan:

A. Submission of Site Development Stormwater Plan

1. Whenever an applicant seeks municipal approval of a development subject to this ordinance, the applicant shall submit all of the required components of the Checklist for the Site Development Stormwater Plan at Section IX.C below as part of the submission of the application for approval.
2. The applicant shall demonstrate that the project meets the standards set forth in this ordinance.
3. The applicant shall submit [specify number] copies of the materials listed in the checklist for site development stormwater plans in accordance with Section IX.C of this ordinance.

B. Site Development Stormwater Plan Approval

The applicant's Site Development project shall be reviewed as a part of the review process by the municipal board or official from which municipal approval is sought. That municipal board or official shall consult the municipality's review engineer to determine if all of the checklist requirements have been satisfied and to determine if the project meets the standards set forth in this ordinance.

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Ordinance #[insert number] – Stormwater Control *(continued)*

C. Submission of Site Development Stormwater Plan

The following information shall be required:

1. Topographic Base Map

The reviewing engineer may require upstream tributary drainage system information as necessary. It is recommended that the topographic base map of the site be submitted which extends a minimum of 200 feet beyond the limits of the proposed development, at a scale of 1"=200' or greater, showing 2-foot contour intervals. The map as appropriate may indicate the following: existing surface water drainage, shorelines, steep slopes, soils, erodible soils, perennial or intermittent streams that drain into or upstream of the Category One waters, wetlands and flood plains along with their appropriate buffer strips, marshlands and other wetlands, pervious or vegetative surfaces, existing man-made structures, roads, bearing and distances of property lines, and significant natural and manmade features not otherwise shown.

2. Environmental Site Analysis

A written and graphic description of the natural and man-made features of the site and its surroundings should be submitted. This description should include a discussion of soil conditions, slopes, wetlands, waterways and vegetation on the site. Particular attention should be given to unique, unusual, or environmentally sensitive features and to those that provide particular opportunities or constraints for development.

3. Project Description and Site Plans

A map (or maps) at the scale of the topographical base map indicating the location of existing and proposed buildings roads, parking areas, utilities, structural facilities for stormwater management and sediment control, and other permanent structures. The map(s) shall also clearly show areas where alterations will occur in the natural terrain and cover, including lawns and other landscaping, and seasonal high groundwater elevations. A written description of the site plan and justification for proposed changes in natural conditions shall also be provided.

4. Land Use Planning and Source Control Plan

This plan shall provide a demonstration of how the goals and standards of Sections III through V are being met. The focus of this plan shall be to describe how the site is being developed to meet the objective of controlling groundwater recharge, stormwater quality and stormwater quantity problems at the source by land management and source controls whenever possible.

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Ordinance #[insert number] – Stormwater Control *(continued)*

5. Stormwater Management Facilities Map

The following information, illustrated on a map of the same scale as the topographic base map, shall be included:

- i. Total area to be disturbed, paved or built upon, proposed surface contours, land area to be occupied by the stormwater management facilities and the type of vegetation thereon, and details of the proposed plan to control and dispose of stormwater.
- ii. Details of all stormwater management facility designs, during and after construction, including discharge provisions, discharge capacity for each outlet at different levels of detention and emergency spillway provisions with maximum discharge capacity of each spillway.

6. Calculations

- i. Comprehensive hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in Section IV of this ordinance.
- ii. When the proposed stormwater management control measures depend on the hydrologic properties of soils or require certain separation from the seasonal high water table, then a soils report shall be submitted. The soils report shall be based on onsite boring logs or soil pit profiles. The number and location of required soil borings or soil pits shall be determined based on what is needed to determine the suitability and distribution of soils present at the location of the control measure.

7. Maintenance and Repair Plan

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

8. Waiver from Submission Requirements

The municipal official or board reviewing an application under this ordinance may, in consultation with the municipality's review engineer, waive submission of any of the requirements in Section IX.C.1 through IX.C.6 of this ordinance when it can be demonstrated that the information requested is impossible to obtain or it would create a hardship on the applicant to obtain and its absence will not materially affect the review process.

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Ordinance #[insert number] – Stormwater Control *(continued)*

Section X. Maintenance and Repair:

A. Applicability

Projects subject to review as in Section I.C of this ordinance shall comply with the requirements of Section X.B and X.C.

B. General Maintenance

1. The design engineer shall prepare a maintenance plan for the stormwater management measures incorporated into the design of a major development.
2. The maintenance plan shall contain specific preventative maintenance tasks and schedules; cost estimates, including estimated cost of sediment, debris, or trash removal; and the name, address, and telephone number of the person or persons responsible for preventative and corrective maintenance (including replacement). The plan shall contain information on BMP location, design, ownership, maintenance tasks and frequencies, and other details as specified in Chapter 8 of the NJ BMP Manual, as well as the tasks specific to the type of BMP, as described in the applicable chapter containing design specifics.
3. If the maintenance plan identifies a person other than the property owner (for example, a developer, a public agency or homeowners' association) as having the responsibility for maintenance, the plan shall include documentation of such person's or entity's agreement to assume this responsibility, or of the owner's obligation to dedicate a stormwater management facility to such person under an applicable ordinance or regulation.
4. Responsibility for maintenance shall not be assigned or transferred to the owner or tenant of an individual property in a residential development or project, unless such owner or tenant owns or leases the entire residential development or project. The individual property owner may be assigned incidental tasks, such as weeding of a green infrastructure BMP, provided the individual agrees to assume these tasks; however, the individual cannot be legally responsible for all of the maintenance required.
5. If the party responsible for maintenance identified under Section X.B.3 above is not a public agency, the maintenance plan and any future revisions based on Section X.B.7 below shall be recorded upon the deed of record for each property on which the maintenance described in the maintenance plan must be undertaken.
6. Preventative and corrective maintenance shall be performed to maintain the functional parameters (storage volume, infiltration rates, inflow/outflow capacity, etc.) of the stormwater management measure, including, but not limited to, repairs or replacement to the structure; removal of sediment, debris, or trash; restoration

(continued on the next page)

Ordinance #[insert number] – Stormwater Control *(continued)*

of eroded areas; snow and ice removal; fence repair or replacement; restoration of vegetation; and repair or replacement of non-vegetated linings.

7. The party responsible for maintenance identified under Section X.B.3 above shall perform all of the following requirements:
 - i. maintain a detailed log of all preventative and corrective maintenance for the structural stormwater management measures incorporated into the design of the development, including a record of all inspections and copies of all maintenance-related work orders;
 - ii. evaluate the effectiveness of the maintenance plan at least once per year and adjust the plan and the deed as needed; and
 - iii. retain and make available, upon request by any public entity with administrative, health, environmental, or safety authority over the site, the maintenance plan and the documentation required by Section X.B.6 and B.7 above.
8. The requirements of Section X.B.3 and B.4 do not apply to stormwater management facilities that are dedicated to and accepted by the municipality or another governmental agency, subject to all applicable municipal stormwater general permit conditions, as issued by the Department.

Note: It may be appropriate to delete requirements in the maintenance and repair plan that are not applicable if the ordinance requires the facility to be dedicated to the municipality. If the municipality does not want to take this responsibility, the ordinance should require the posting of a two year maintenance guarantee in accordance with N.J.S.A. 40:55D-53. Maintenance and inspection guidance can be found on the Department's website at:

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

9. In the event that the stormwater management facility becomes a danger to public safety or public health, or if it is in need of maintenance or repair, the municipality shall so notify the responsible person in writing. Upon receipt of that notice, the responsible person shall have fourteen (14) days to effect maintenance and repair of the facility in a manner that is approved by the municipal engineer or his designee. The municipality, in its discretion, may extend the time allowed for effecting maintenance and repair for good cause. If the responsible person fails or refuses to perform such maintenance and repair, the municipality or County may immediately proceed to do so and shall bill the cost thereof to the responsible person. Nonpayment of such bill may result in a lien on the property.
- C. Nothing in this subsection shall preclude the municipality in which the major development is located from requiring the posting of a performance or maintenance guarantee in accordance with N.J.S.A. 40:55D-53

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Ordinance #[insert number] – Stormwater Control *(continued)*

Section XI. Penalties:

Any person(s) who erects, constructs, alters, repairs, converts, maintains, or uses any building, structure or land in violation of this ordinance shall be subject to the following penalties:

{Municipality to specify}

Section XII. Severability:

Each section, subsection, sentence, clause and phrase of this Ordinance is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

Section XIII. Effective Date:

This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

ALL OF WHICH IS ADOPTED THIS _____ day of _____, 20____, by the
_____.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 27, 2021
RESOLUTION SUMMARY

2021-102

Appointment to the Sunset Lake (Barbara Krzak)



RESOLUTION NO. 2021-102

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

RESOLUTION AUTHORIZING APPOINTMENTS TO THE “SUNSET LAKE COMMISSION”

WHEREAS, pursuant to Section 2-47 of the “Revised General Ordinances of the City of Asbury Park, New Jersey,” a Sunset Lake Commission (the “Commission”) 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 Sunset Lake Commission:

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 Commission:

Barbara Krzak -Alternate-1

Term Expire: 12/31/2022

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. 2021-102 which was finally adopted by the City Council at a meeting held on the 27th day of January, 2021

CERTIFIED BY ME THIS 28th DAY OF January, 2021.

**MELODY HARTSGROVE
CITY CLERK**



Minutes
Meeting of the Municipal Council
Wednesday, January 27, 2021
REGULAR MEETING

Executive Session - 4:00 p.m.

2021-87 Resolution Authorizing a meeting which excludes the public

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

CONTRACT NEGOTIATIONS

1. PILOT Agreements-Review of Request for Amendments-North Beach, Wesley Grove, Post Building, Griffin.
2. Proposed PILOT Agreement-1201 Memorial Drive
3. License Agreements for 525 and 539 Cookman Avenue

ATTORNEY-CLIENT PRIVILEGE

Workshop Session - 6:00 p.m.

1. Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Remote	
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 6:04 PM.

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

ITEMS TO BE PRESENTED:

1. Asbury Park Fire Department Apparatus Request: Rescue 85
Fire Chief, Kevin Keddy presented an Apparatus Request: Rescue 85 to the Mayor and Council.
2. Storm Water Control Ordinance
Director of Planning and Redevelopment, Michele Alonso presented a storm water control ordinance to the Mayor and Council.

MATTERS FROM CITY COUNCIL

Council member Chapman stated, I just want to note that today is National Holocaust Remembrance Day. We have another opportunity for free COVID testing on Thursday February 4th from 4:00PM to 7:00PM at the transportation center. I know it's been very frustrating for people who are trying to sign up for the COVID vaccination, and they're finding it almost impossible. The doses that were allotted to the county have been very low and we expect that to increase and we expect it to be easier to register and get an appointment for the vaccine. You can register at www.covid19.nj.gov <<http://www.covid19.nj.gov>>, there's also a phone number for those of you that don't have access to computers. That phone number is 855-568-0545. We hear every day from people who are completely frustrated with trying to get registered and sign up, we feel your frustration and we're seeing it too. Just be patient and you'll get through.

Council member Clayton stated, I think it's important to know that there are initiatives going on in the background to make it better and easier for people to sign up. As soon as we have more information, we will be sharing that with the general public. Our police department is currently looking for special officers that are going to be working with the City for the next summer and going forward. The deadline for applications is March 1, 2021. In order to qualify you need to be a high school graduate, have a valid NJ driver's license, and be able to pass a background test. You can submit your application or get more information from the Asbury Park website at cityofasburypark.com/appdjobs or if you have questions you can call Patrolman Joel Fiori, his number is 732-775-6548 or joel.fiori@cityofasburypark.com.

Council member Kendle stated, I would like to thank the people that walk up and down 4th avenue early in the morning with their dogs. I can recall about a month ago people were walking early in the morning and no one had masks on. It's a big turnaround, and I would like to thank them and ask them to continue to wear their masks and stay safe.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, COVID is far from gone. Today was the first death in New Jersey from the second strain which could be worse than the first strain. The thing that is still working is masks,

washing your hands, and social distancing. So that's got to be our three main things. As much as things aren't publicized, I have to give Amy and Yvonne a ton of credit. They were on a conference call this past week with the VNA and our local clergy. We know it's not being rolled out great in New Jersey and we're trying to up it. I have to give Amy all the credit in the world, she's been trying hard for a senior day and I want to give the entire council a thumbs up. We realized that the only way you could register was by a computer, we know a lot of citizens in Asbury Park don't have computers and we've been fighting with the county and the state on that. I think we've made progress with the state phone number but that's been almost like the DMV rollout and almost like the unemployment rollout where eventually it will get good. Believe me, you may not read about it, but all five of us are working hard to get as many people in Asbury Park their shots as quick as possible. Again, everyone wash their hands constantly, wear the mask, and social distance.

MATTERS FROM 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 Chapman 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 the police department and crime, Tracy Rogers made a comment on the COVID vaccine for seniors and the municipal budget, Kerry Butch asked a question regarding the Equity Committee and Council meeting minutes, Bill Maclen made a comment on the recent Planning Board meeting, Rita Marano made a comment on the recent Planning Board meeting and the private beach club, and Felicia Simmons made a comment on the rent control initiative petition. 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:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

1. Municipal Council-Executive Meeting Jan. 13, 4:00 PM
2. Municipal Council - Regular Meeting - Jan 13, 2021 6:00 PM**Accepted**

INDIVIDUAL RESOLUTIONS

2021-43 Resolution Amending contract authorizing Clarke Caton Hintz to perform various actions from the Master Plan

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

2021-73 Resolution Authorizing the Purchase of a Rescue Truck for the Fire Department

RESULT:	DEFEATED [0 TO 5]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	John Moor, Mayor
NAYS:	Chapman, Clayton, Kendle, Quinn, Moor

2021-88 Resolution Approving Payment of Bills

Council member Chapman abstained from 20-00776

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

2021-89 Resolution Authorizing the Transfer of Appropriation Reserves in the Fiscal Year 2020 Budget

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

2021-90 Resolution Authorizing the Repairs to the Skylight at the Municipal Building

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

2021-91 Resolution Authorizing the Annual Renewal of Adobe

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

2021-92 Resolution Authorizing Purchase of Access Control Security System at the Transportation Center

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

2021-93 Resolution Authorizing an Annual Service Agreement for Mobile Data Service Coverage

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

2021-94 Authorizing a Renewal Agreement with Passport Labs, Inc. for a Mobile Parking Application

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

2021-95 Resolution Authorizing the Extension for the Transportation of Liquid Sewerage Sludge from AP Waste Water Treatment Plant to PVSC

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

2021-96 Authorizing a Professional Services Contract to Meridian Occupational Health P.C. for Employment Exams and Physicals

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

2021-97 Resolution Authorizing the City of Asbury Park to Enter into A Memorandum of Understanding with The Visiting Nurse Association of Central Jersey Community Health Center, Inc., Regarding the Use of The Asbury Park Senior Center for The Administration of Covid-19 Vaccinations.

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

2021-98 Rejecting Bids for Beach Headquarters

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

2021-99 Resolution to Approve Person to Person Liquor License Transfer- Reduction in Premises- for 210 5th Ave. Venture Urban Renewal, LLC

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

2021-101 Resolution of The Mayor and City Council of The City of Asbury Park Referring A Proposed Revised Stormwater Control Ordinance to The City of Asbury Park Planning Board, And Directing the Planning Board to Take Certain Actions Pursuant to The New Jersey Municipal Land Use Law.

2021-102 Resolution Authorizing Appointments to the “Sunset Lake Commission”

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

ADJOURNMENT

The meeting was adjourned at 7:23 PM

A motion to close the meeting was made by Council member Kendle and seconded by Deputy Mayor Quinn All in favor.

Meeting was adjourned at 7:23PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk