



Agenda
Meeting of the Municipal Council
Wednesday, January 29, 2025
REGULAR MEETING 6:00 PM

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

2025-69 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report December 2024

B. Contract Negotiations

1. 1001 First Avenue BLOCK: 401, LOTS: 10, 11,12, and 13
2. 1201 Memorial Drive (Block 203, Lot 5)
3. EALC, LLC Block 2604, Lots 8,11,12,13,14 and Block 2609, Lots 2 and 3
4. Block 3904, Lot 1, 110 First Avenue
5. Asbury Avenue Bikeway Sidewalk Grant
6. SHN Festivals, LLC - Use and License Agreement

C. Litigation

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. NJIIF Litigation Update

D. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

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

Ledger on January 16, 2025, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

Items to be Presented:

Matters from City Council
Matters from City Manager
Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting January 15, 2025 12:00 PM
- Municipal Council - Organizational Meeting - Jan 15, 2025 2:00 PM

C. Consent Agenda Resolutions

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

2025-70 Resolution Approving Special Event Applications

2025-71 Resolution Authorizing the Issuance of Duplicate Tax Sale Certificates Pursuant To N.J.S.A. 54:5-52.1

2025-72 Resolution Adjusting Sewer Charges on Various Accounts

D. Individual Resolutions

2025-73 Resolution Approving Payment of Bills

2025-74 Resolution Amending Temporary Budget Appropriations for 2025 Budget

2025-75 Resolution Authorizing the Disposition of Surplus Property

2025-76 Resolution Authorizing the Acquisition and Installation of a Play Structure for the Participatory Budget Sunset Park Project

2025-77 Resolution Authorizing the Purchase and Installation of Three Automated License Plate Reader (ALPR) for the Police Department

2025-78 Resolution Ratifying the Superior Officers Association, Local No. 6 of the Patrolmen's Benevolent Association of the State of New Jersey Union Contract

- 2025-79 Resolution Authorizing an Agreement with Passport for a Mobile Parking Payment Application, Permit Parking Portal and License Plate Reader Parking Enforcement Systems
- 2025-80 Resolution Authorizing an Agreement with PayByPhone for a Mobile Parking Application
- 2025-81 Resolution Authorizing an Agreement with ParkMobile, LLC for a Mobile Parking Application
- 2025-82 Resolution Authorizing the Extension Electronic Beach Badge System for the City of Asbury Park through December 31, 2030
- 2025-83 Resolution Authorizing an Annual Service Agreement for Mobile Data Service Coverage
- 2025-84 Resolution Approving Change Order #2 for the Roof Replacement at City Hall, DPW and Transportation
- 2025-85 Resolution Authorizing the County of Monmouth Mosquito Control Division to Conduct Aerial Mosquito Control Operations within the City of Asbury Park
- 2025-86 Resolution Rejecting Bids for Asbury Park Boardwalk Restrooms and Authorizing Re-Bid
- 2025-87 Resolution Awarding a Bid for First Avenue Roadway Improvements
- 2025-88 Resolution Awarding Bid for Traffic Control Signage
- 2025-89 Resolution of the Council of the City of Asbury Park Committing to Round 4 Present and Prospective Need Affordable Housing Obligations
- 2025-90 Resolution Authorizing the Release of the Performance Bond For 300 Asbury Avenue, 320 Asbury Avenue, 301 Cookman Avenue, 600 Heck Street, Block 3801 Lot 1.01, 1.03 and 1.05 (former Block 3203, Lots 1-19, Block 3206, Lots 1- 4 and Block 3801, Lot 1)
- 2025-91 Resolution Authorizing the Release of the Performance Bond For 202-204 Second Avenue Block 4201, Lots 3 and 4
- 2025-92 Resolution Authorizing the Release of the Performance Bond For 917 Third Avenue (Block 302, Lot 11)
- 2025-93 Resolution Authorizing Appointments to the Planning Board
- 2025-94 Resolution Celebrating the Month of February as National Black History Month

E. Ordinances

1. Introduction

- 2025-1 Ordinance Amending the 1201 Memorial Drive Redevelopment Plan for Property Located at 1201 Memorial Drive (Block 203, Lot 5)
- 2025-2 Ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey, providing for the Special Assessment of the cost of certain

wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements on Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) on the city tax map which are located within the Asbury Park Waterfront Redevelopment Area and establishing a mechanism for payment of the cost thereof

2025-3 Ordinance of The City of Asbury Park Authorizing The Execution of a Financial Agreement with K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC Concerning Property Located At Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) on The City Tax Map within The Asbury Park Waterfront Redevelopment Area and Granting A Tax Exemption

2025-4 Ordinance Amending the Redevelopment Plan for 1001 First Avenue City of Asbury Park, Monmouth County, Block: 401, Lots: 10, 11, 12, and 13

F. Adjournment



RESOLUTION NO. 2025-69

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 29, 2025 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. Public Safety:

1. Police Monthly Report December 2024

B. Contract Negotiations:

1. 1001 First Avenue BLOCK: 401, LOTS: 10, 11,12, and 13
2. 1201 Memorial Drive (Block 203, Lot 5)
3. EALC, LLC Block 2604, Lots 8,11,12,13,14 and Block 2609, Lots 2 and 3
4. Block 3904, Lot 1, 110 First Avenue
5. Asbury Avenue Bikeway Sidewalk Grant
6. SHN Festivals, LLC - Use and License Agreement

C. Litigation:

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. NJIIF Litigation Update

D. Attorney-Client Privilege:

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

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, January 15, 2025
ORGANIZATIONAL MEETING

Executive Session - 12:00 p.m.

1. 2025-1 Executive Session 1.15.2025

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

Organizational Meeting - 2:00 p.m.

Call to Order

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Lillian Nazzaro	City Manager	Absent	
Kevin Starkey	City Attorney	Present	
Lisa Esposito	City Clerk	Absent	
Anthony Cucci	Deputy City Clerk	Present	
John Hayes	Deputy City Manager	Present	

Deputy City Clerk Anthony Cucci called the meeting to order at 2:05 PM.

Invocation by Reverend David J. Parreott, Jr.

Salute the Flag

Announcement by City Clerk

1. As to comply with the Open Public Meetings Act, Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Reorganization Meeting Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on December 5, 2024, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Swearing in of Newly Elected Officials

SWEARING IN OF COUNCIL MEMBER AMY QUINN

SWEARING IN OF COUNCIL MEMBER YVONNE CLAYTON

SWEARING IN OF COUNCIL MEMBER EILEEN CHAPMAN

Nomination of Deputy Mayor

SWEARING IN OF DEPUTY MAYOR

2025-2 Appointment of Deputy Mayor

A motion to nominate Amy Quinn as Deputy Mayor was made by Mayor Moor and seconded by Council member Clayton.

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

Minutes

1. Municipal Council - Executive Meeting December 23, 2024 4:00 PM

2. Municipal Council - Regular Meeting - Dec 23, 2024 6:00 PM **Accepted**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Resolutions

CONSENT AGENDA

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-3 Resolution Establishing Council Meeting Dates for 2025

2025-4 Resolution Designating the Official Newspapers for the City of Asbury Park for the Year 2025

2025-5 Resolution Establishing 2025 Schedule of Holidays

Minutes Acceptance: Minutes of Jan 15, 2025 2:00 PM (Minutes)

- 2025-6 Resolution Authorizing the City Clerk to Execute all Bingo and Raffle Games of Chance Applications that Meet all Provisions Pursuant to Statute for the 2025 Calendar Year
- 2025-7 Resolution Establishing Rules of Order for Public Comments
- 2025-8 Resolution Authorizing the City Clerk to Execute all of the City of Asbury Park Fire Department Member's Enrollment into NJ State Firemen's Association for the 2025 Calendar Year
- 2025-9 Resolution Appointing a Fund Commissioner and Alternate to the New Jersey Intergovernmental Insurance Fund
- 2025-10 Resolution Appointing an ADA Compliance Officer and Coordinator
- 2025-11 Resolution Designating a Public Agency Compliance Officer
- 2025-12 Resolution Authorizing City Manager to sign NJDEP Treatment Works Applications
- 2025-13 Resolution Authorizing the Tax Assessor to Act as Agent for the City of Asbury Park for the Purpose of Filing and Settling Tax Appeals on Behalf of the Taxing District for the Tax Year 2025
- 2025-14 Resolution Adopting a Cash Management Plan for the City of Asbury Park
- 2025-15 Resolution Adopting a Debt Management and Capital Policy
- 2025-16 Resolution To Credit Sewer Account For Deduct Meter
- 2025-17 Resolution Fixing The Rate Of Interest To Be Charged On Delinquent Taxes, Assessments And Sewer Accounts
- 2025-18 Resolution Setting Fees for Tax Collection Department for 2025
- 2025-19 Resolution Approving and Adopting A Form Required to Be Utilized for The Filing of Tort Claims Against the City Of Asbury Park in Accordance with The Provisions of The New Jersey Tort Claims Act
- 2025-20 Resolution Appointing a Recycling Coordinator for the Year 2025

INDIVIDUAL RESOLUTIONS

- 2025-21 Resolution Appointing City Prosecutor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-22 Resolution Appointing Alternate City Prosecutor

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-23 Resolution Appointing City Public Defender

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-24 Resolution Appointing Alternate Public Defender

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-25 Resolution Appointing the firm of Gene J Anthony, Esquire to Serve as Rent Leveling Board Attorney for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-26 Resolution Appointing Community, Grants, Planning & Housing LLC To Serve as Affordable Housing Administrative Agent For the City of Asbury Park

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-27 Resolution Appointing the Firm of Community Grants, Planning & Housing to Serve as Housing Rehabilitation Program Administrator and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-28 Resolution Awarding a Contract for U.S. Environmental Protection Agency Brownfield Community-Wide Hazardous Substances Assessment Grant and Petroleum Community-

Wide Assessment Grant Service To Brownfield Redevelopment Solutions, Incorporated (BRS)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Angela Ahbez-Anderson, Councilmember
SECONDER: Eileen Chapman, Councilmember
AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-29 Resolution of the Mayor and City Council of The City of Asbury Park to enter into a Professional Services Agreement with Public Resources Advisory Group for the Provision of PILOT/RAB Administration

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

2025-30 Resolution Appointing PFK O'Connor Davies LLP to Serve as Auditor for the City and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT: ADOPTED [UNANIMOUS]
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Angela Ahbez-Anderson, Councilmember
AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-31 Resolution Appointing T & M Associates to Serve as Municipal Engineer for the City, and Authorizing the Execution of an Agreement for Professional Engineering Services Associated Therewith

RESULT: ADOPTED [UNANIMOUS]
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Angela Ahbez-Anderson, Councilmember
AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-32 Resolution Appointing Dilworth Paxson, LLP to Serve as Bond Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

2025-33 Resolution Appointing Dilworth Paxson, LLP to Serve as Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

- 2025-34 Resolution Appointing Maraziti Falcon LLP to Serve as Waterfront Redevelopment Counsel and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

- 2025-35 Resolution Appointing GJEM Insurance Agency, to Serve as an Insurance Brokerage/Consultant/Risk Manager, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

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

- 2025-36 Resolution Appointing Plosia Cohen to Serve as OPRA Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

- 2025-37 Resolution Appointing Rainone Coughlin Minchello, LLC to Serve as Labor Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

- 2025-38 Resolution Appointing Acacia Financial Group, Inc. To Serve as Financial Advisors for the City, and Authorizing the Execution of an Agreement for Professional Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

- 2025-39 Resolution Authorizing the Execution of an Agreement for Professional Real Estate Appraisal Services to Pamela J. Brodowski, MAI, ASA, CTA of the Firm BRB Valuations & Consulting Services, LLC

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

- 2025-40 Resolution Appointing Gregory B. Pasquale, Esquire, to Serve as Special Tax Counsel for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

- 2025-41 Resolution Authorizing the Award of a Contract to the Firm of Kyle + McManus Associates, LLC to Serve as the City's Consulting Planner for 2025

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

- 2025-42 Resolution Appointing the Firm of Surenian, Edwards, Buzak & Nolan, LLC To Serve as Affordable Housing Counsel For the City of Asbury Park

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

- 2025-43 Resolution Appointing Arcari + Iovino to Provide Architectural Services for the City, and Authorizing the Execution of an Agreement for Professional Architectural Services Associated Therewith

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

- 2025-44 Resolution Authorizing the Award of a Contract to The Firm of ENGenuity Infrastructure to Perform Special Project Engineering Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

- 2025-45 Resolution Authorizing the Award of a Contract to The Firm of NV5 to Perform Special Project Engineering Services

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

- 2025-46 Resolution Authorizing the Award of a Contract to The Firm of Leon S. Avakian, Inc. to Perform Special Project Engineering Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-47 Resolution Appointing the Firm of CDM Smith, Inc. to Perform Special Project Engineering Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-48 Resolution Authorizing the Award of a Contract to The Firm of Dynamic Traffic, LLC to Perform Special Project Engineering Services

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

2025-49 Resolution Authorizing Appointments to the Asbury Park TV Committee

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

2025-50 Resolution Authorizing Appointments to the Business Advisory Committee

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

2025-51 Resolution Authorizing Appointments to Community Development Block Committee

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

2025-52 Resolution Extending The Duration Of The “CCRB Exploratory Committee”

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

2025-53 Resolution Authorizing Appointments to the Deal Lake Commission

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

2025-54 Resolution Authorizing Appointments to the Environmental Shade Tree Commission

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

2025-55 Resolution Authorizing Appointments to the Green Team

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

2025-56 Resolution Authorizing Appointments to the Parking Committee

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

2025-57 Resolution Authorizing Appointments to the Participatory Budget Committee

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

2025-58 Resolution Authorizing Appointments to the Planning Board

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

2025-59 Resolution Authorizing Appointments to the Public Arts Commission

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

2025-60 Resolution Authorizing Appointments to Code Enforcement/Quality of Life Committee

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

2025-61 Resolution Authorizing Appointments to the Recreation Committee

RESULT: ADOPTED [UNANIMOUS]
MOVER: Amy Quinn, Deputy Mayor
SECONDER: Angela Ahbez-Anderson, Councilmember
AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Minutes Acceptance: Minutes of Jan 15, 2025 2:00 PM (Minutes)

2025-62 Resolution Authorizing Appointments to the Rent Leveling Board

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

2025-63 Resolution Authorizing Appointments to the Sunset Lake Commission

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

2025-64 Resolution Authorizing Appointments to the Mayor's Wellness Committee

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

2025-65 Resolution Authorizing Appointments to the Zoning Board of Adjustment

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

2025-66 Resolution Authorizing the Renewal of Office 365 Software

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

2025-67 Resolution Amending Resolution #2024-532 Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28

RESULT: ADOPTED [UNANIMOUS]
MOVER: Eileen Chapman, Councilmember
SECONDER: Angela Ahbez-Anderson, Councilmember
AYES: Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-68 Resolution Authorizing The Execution Of An Agreement For The Reestablishment Of A Joint Meeting Known As The Deal Lake Commission, Along With One Amendment To Said Agreement

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

Announcement of Mayor's Appointment to the Library Board of Trustees

Jennifer Souder, Robert Mikos - Term to Expire: 1/15/2030

Announcement of Mayor's Appointment to the Planning Board

1. Class I Member (Mayor or Mayor's Designee - 1 Year Term)

Mayor John Moor - Term to Expire: 1/15/2026

2. Class II Member (Non-Government Body Municipal Official - 1 Year Term)

James Bonanno - Term to Expire 1/15/2026

Comments from Council Members

Council member Ahbez-Anderson stated, First of all I want to congratulate Council member Eileen Chapman, Council member Yvonne Clayton, and Deputy Mayor Amy Quinn. All of us up here, and all of you, we all love Asbury Park. And when we love Asbury Park that means that we have to stand together, sometimes we are going to have differences. But, if we are in unity then we succeed. When we are divided, we fall, so I stand with all of you as you stand with us and congratulate the three as we work to do what is in the best interest of the city.

Council member Chapman stated, I just want to thank all of the people of Asbury Park who came out and supported Amy and Yvonne and I in our election. I ran for the first time in 2016 with Amy, Yvonne, and John Moor Mayor at the time, it was an exciting time to be here in Asbury Park and be on the council. They had already done so much work and made so much progress in this city that I was grateful to be part of that journey, and then fast forward to now- well it wasn't that fast actually, we had a lot to be done in the meantime. But here we are, we are the same team and when you are the same team, we don't always agree on everything, we all have our own opinions. We come together and talk them through and do what is best for the city and I'm grateful and honored to be serving the residents of Asbury Park with this team. I just want to acknowledge my family that is here tonight, my husband who gives a lot of his own time to the projects that I'm doing. My sister Joan, and her husband Arty who are here, and my daughter Melanie and grandson Jack, they are all very encouraging and very excited about my place here and also very forgiving about the time it takes. Thanks to all of you, and we look forward to continuing this progress.

Council member Clayton stated, I have remarks, but first I want to make an announcement, this Saturday is the MLK day of service and the Asbury Park Fire Prevention and the Red Cross have a day of service where they're going to be distributing smoke detectors and going into homes and knocking on doors, and giving out information. They need volunteers, if you're available please volunteer, the staging area is the Mt. Carmel Parish House on Asbury Avenue and training is at 8:00 AM and the process starts at 9:00 AM. If you have any time this is a very worthy venture. Thank you, Asbury Park, I can't tell you how much I appreciate you, you know I grew up here, I never imagined that I would be sitting here, so to be able to sit here and payback, and to give back to a community that has given me so much gives me so much pleasure. I can't thank you enough for your support, your confidence, and your encouragement, in me. And I promise, my

promise, and my commitment to you is that I will fulfill my duties, and I will do them with honesty, integrity, and with respect for the people I serve. Thank you so much.

Deputy Mayor Quinn stated, I'm going to mimic everybody's thank you as well. You know we could not do this without all of you, and we do this because of you and it means a tremendous amount to us to be able to govern this town of misfit toys that is always our saying on the campaign trail, and in real life. I have to just call out a couple people. Particularly my wife who manages these campaigns that are a ball of chaos, and my son, and my mother, and Jeffrey, and family, Jan Moore for always supporting us, Jackie Sharpe. I want to thank Vin Gopal who took my calls all the time when I was panicked and continued to help in every way that he could help with the campaign. Everybody in this room, anyone watching this on APTV, everybody up here on this council, and as a thank you to all of you, we will buy you all one drink from Taka for putting up with us for six months, knocking on your doors, sending you text messages and mailers. So, a drink on us at Taka after this event. And again, thank you so much, I am extremely lucky to be able to govern with a really amazing team. I'm so lucky to campaign with two inspiring women- just really grateful that I've had that opportunity in life. So, thank you so much. I would be remiss if I did not bring up how supportive and grateful, I am for the mayor of Asbury Park, who continues to be supportive and a character and always keeps us on our toes, and none of this would exist without Mayor John Moor.

Comments from Mayor

Mayor Moor stated, number one, everyone says it is too late to say Happy New Year, it's never too late to me especially with people I haven't seen so, again Happy New Year to all of you, thank you for coming out today. Eileen, Yvonne, Amy, congratulations on your victory. The town made the right decision, looking forward to this year, and hoping it's a great year like past years have been. When Yvonne started her statement about the fire thing, I laughed. I was not laughing about the event, it's a great event, it's just the eighth time I've heard it. And you left out the part where you do not have to bring a screwdriver, you do not have to bring a ladder, the fire department will do all the work. At least it was the short version today, but know it is a great event. Again, thank you all for coming today it's deeply appreciated, and again, people have said it and it's the truth. We're not perfect, we're going to make mistakes here and there. If you don't call us out on them, shame on you. If you see something wrong and you let it sit for two weeks and wait till the council meeting, totally wrong. Bring it to our attention as soon as possible, either through the portal, we all have phone numbers you can call us about it. If we all work together, we can continue to make this town the greatest town in the state of New Jersey. Again, congratulations to all, best of luck to everybody, and again Happy New Year.

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: Jacob Cohen made a comment about the Holy Spirit Church. Thomas Yaklo made a comment about Brookdale Community College upcoming events. Felicia Simmons made a comment about the West Side Community Center. Jesse Ricks, Sylvia Sylvia Cioffi; congratulated Council members Eileen Chapman, Yvonne Clayton, and

Deputy Mayor Amy Quinn. Tom Pavinski made a comment about the Shade Tree Commission. Jan Moore made a comment about her recent move to Asbury Park.

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

Adjournment

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 3:02 PM.

Respectfully submitted by:

Anthony Cucci, Deputy City Clerk

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Jan 15, 2025 2:00 PM (Minutes)



RESOLUTION NO. 2025-70

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on January 29, 2025 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Valentine's Day Senior Event
2. AP Color and Lights Festival
3. Runapalooza
4. Tutu Run
5. AP Restaurant Tour
6. Jersey Shore Take Steps Crohn's & Colitis
7. Hackensack Meridian Monmouth County Mental Health Fair
8. Jersey Devil Fable Fest
9. National Brain Tumor Society 5k Walk and Ceremony
10. Asbury Fest
11. Stone Pony Summer Stage Show
12. Weddings:
 - a. 4/25
 - b. 5/3
 - c. 5/3
 - d. 5/16
 - e. 5/23
 - f. 5/24
 - g. 6/20
 - h. 6/20
 - i. 6/21
 - j. 7/12
 - k. 8/3
 - l. 8/9
 - m. 8/16
 - n. 8/29
 - o. 8/30
 - p. 10/18
 - q. 10/25

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

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

I, LISA ESPOSITO, 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. 2025-70 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: February 8, 2025 Rain Date: N/A

Time of Event: 1pm to 4pm Setup time: 11am Break-down time: 330pm

Name of Event: Valentine's Day Senior Event

Location of Event: Senior Center Springwood Avenue

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| ☐ Festival | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☒ Other: <u>Lunch for Seniors</u> |

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



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK**SPECIAL EVENT APPLICATION FORM**

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

Date of Event: March 21-22 SET-UP/REHEARSAL Rain Date: March 17-20

Time of Event: SUNDOWN Setup time: _____ Break-down time: NEXT DAY/2

Name of Event: AP COLOR & LIGHT FESTIVAL

Location of Event: BRADLEY PARK PROJECTING ONTO PARAMOUNT

Type of Event (check all that apply): AND AROUND THE LAKES TO MAIN ST. POSSIBLY PROJECTING ON STEAM PLANT TO.

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

*Wedding applicants only need to complete page 6.

Attachment: cm 12925 (2025-70 : Special Event Applications)



Date Application Received: _____

Application Fee Paid: _____

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

Date of Event: 4/5/2025 Rain Date: _____

Time of Event: 8:00 to 1:00 Setup time: 7:00 Break-down time: _____

Name of Event: Jersey Shore Running Club Runapalooza

Location of Event: Boardwalk, Cookman Ave, Lake Ave, Ocean Ave, Bradley Park

Type of Event (check all that apply):

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

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

Date of Event: 12 APRIL 2024 Rain Date: NONE

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

Name of Event: TUTU RUN

Location of Event: BOARDWALK

Type of Event (check all that apply):

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

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

Date of Event: 4/27/2025Rain Date: N/ATime of Event: 12:00pm to 4:00pmSetup time: 11:00amBreak-down time: 5:00pmName of Event: Asbury Park Restaurant Tour

Location of Event: Requesting the use of Kennedy Park for registration. Following registration, ticket holders visit participating restaurants.

Type of Event (check all that apply):

☐ Festival☐ Parade☐ Foot Race☐ Wedding*☐ Beach Event☐ Concert☐ Bike Ride/Race☐ Triathlon☐ Multi Day Event☐ Rally/Demonstration☐ Swim Event☒ Other: Self Guided Tasting Tour

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



Date Application Received: _____

Application Fee Paid: _____

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

Date of Event: 4/27/25 Rain Date: N/A

Time of Event: 9:00 a.m. to 12:00 p.m. Setup time: 3:00 p.m. 4/27
Break-down time: 2:00 p.m. on 4/27/25

Name of Event: Jersey Shore Take Steps (Crohn's & Colitis Foundation)

Location of Event: Atlantic Square Park (1301 Kingsley Street, Asbury Park, NJ 07712)

Type of Event (check all that apply):

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

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



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

Date of Event: May 3, 2025 Rain Date: none

Time of Event: 10am to 1pm Setup time: 8am Break-down time: 3pm

Name of Event: Hackensack Meridian Health's Monmouth County Mental Health Fair

Location of Event: Springwood Park

Type of Event (check all that apply):

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

- ☐ Parade
☐ Beach Event
☐ Triathlon
☐ Swim Event

- ☐ Foot Race
☐ Concert
☐ Multi Day Event
☒ Other: Mental Health Fair

*Wedding applicants only need to complete page 6.



Date Application Received: _____

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

Date of Event: May 3 Rain Date: May 4th

Time of Event: 12 pm - 6 pm Setup time: 10 am Break-down time: 6

Name of Event: Jersey Devil Fable fest

Location of Event: Mattison Avenue

Type of Event (check all that apply):

- | | | |
|--|--------------------------------------|---|
| ☐ X Fest | ☐ Parade | ☐ Foot Race |
| ☐ Wedding* | ☐ Beach Event | ☐ Concert |
| ☐ Bike Ride/Race | ☐ Triathlon | ☐ Multi Day Event |
| ☐ Rally/Demonstration | ☐ Swim Event | ☐ Other: <u>Fest</u> |

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



Date Application Received: _____

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

Date of Event: 5/10/2025 Rain Date: n/a

Time of Event: 7am to 2pm Setup time: 5am Break-down time: 5pm

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

Location of Event: Bradley Park (directly in front of convention center), the beach right outside of the convention center – first set of stairs to sand.

Type of Event (check all that apply):

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



Date Application Received: _____

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

Date of Event: 6/6 thru 6/8 2025

Rain Date: _____

 Time of Event: Friday 5pm
Saturday 11am to 10pm
Sunday 11am to 6pm
Setup time: 7am Break-down time: 10pmName of Event: AsburyFestLocation of Event: Bradley Park

Type of Event (check all that apply):

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

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



Date Application Received: _____

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

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

Date of Event: 6/28/2024 2025 Rain Date: tbd

Time of Event: 2pm to 10:30pm Setup time: 6am Break-down time: 2am

Name of Event: STONE PONY SUMMER STAGE SHOW (N2S) *Show w/ A Yet But Rant*
& North 2 Show Festival

Location of Event: STONE PONY SUMMER STAGE W 1ST AVE EXTENSION

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



#



Wedding Ceremony Application

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

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

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

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

Wedding Date: 05-03-2025 Ceremony start time: 5:30pm End time: 6:00pm
 Setup time: 3:30pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
 Location of Ceremony: 5th

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____ where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Cierra Hanlon

Contact #: (848) 210-0359 Email Address: cierrahanton1321@gmail.com

Applicant 2- Name & Address: Christopher Chellew

Contact #: 856-261-9878 Email Address: cchellew85@gmail.com

of people in wedding party: 0 # of people attending wedding: 27

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

- ☐ Pa system
☒ Archway

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

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup

Attachment: cm 12925 (2025-70 : Special Event Applications)



Wedding Ceremony Application

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

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

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

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

Wedding Date: 5/16/25 **Ceremony start time:** 1:30PM **End time:** 3:30PM
Setup time: 11:30AM (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: Asbury Park Beach

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____
 where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Miguel Angel Fernandez
164 River Road Apt 2, North Arlington, NJ, 07031
Contact #: 813-454-5008 **Email Address:** Mr.MiguelFernandez@gmail.com

Applicant 2- Name & Address: Erika Gomez
164 River Road Apt 2, North Arlington, NJ, 07031
Contact #: 201-377-8937 **Email Address:** sapphiregurl87@gmail.com

of people in wedding party: 0 **# of people attending wedding:** 10

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

- | | |
|---|---|
| ☐ Pa system | ☒ Chairs |
| ☒ Archway | ☐ Canopy/tent (if larger than 30x30, a permit is required) |
| ☐ Other structures: | |

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup

Attachment: cm 12925 (2025-70 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

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

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

Wedding Date: 5/23/25 Ceremony start time: 6pm End time: 11:30pm
Setup time: 4:30pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Avenue Beach

☐ YES ☐ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Liberman + Balcon

Contact #: _____ Email Address: _____

Applicant 2- Name & Address: Alyssa Zygmunt

Contact #: _____ Email Address: azygmunt@mcclane

of people in wedding party: _____ # of people attending wedding: _____

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

- ☐ Pa system
☐ Archway

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

☐ Other structures:

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

Signature of Applicant 1 or 2

Date

9/5/24

Attachment: cm 12925 (2025-70 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

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

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

Wedding Date: 5/3/25 Ceremony start time: 1:30 End time: 3:30
Setup time: 11 am (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 6th Street Beach

☒ YES ☐ NO Will reserved parking spaces be requested? If so, how many spaces 6
where in front of wooden walk. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Nick Nicholas Corascaniti
2204 Appleby Dr Ocean NJ 07712
Contact #: 973 960 4590 Email Address: nick.corascaniti@gmail.com

Applicant 2- Name & Address: Molly Carine
2204 Appleby Dr Ocean NJ 07712
Contact #: 201 394 1878 Email Address: _____

of people in wedding party: 20 # of people attending wedding: 250

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

☒ Pa system
☐ Archway

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

☐ Other structures:

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

[Signature]
Signature of Applicant 1 or 2

1/15/25
Date

Attachment: cm 12925 (2025-70 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

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

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

Wedding Date: 05/24/25 Ceremony start time: 1pm End time: 6:30 pm
Setup time: 4:30 pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Ave. Beach

☐ YES ☐ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Casiano & Dailey wedding

Contact #: _____ Email Address: _____

Applicant 2- Name & Address: Victoria DeSantis
1200 Ocean Ave. Asbury Park, NJ 07712

Contact #: 732-774-1155 Email Address: vdesantis@mcloones.com

of people in wedding party: 10 # of people attending wedding: 100

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

- ☒ Pa system
☒ Archway

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

☐ Other structures:

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

V. DeSantis
Signature of Applicant 1 or 2

05/13/24
Date

Attachment: cm 12925 (2025-70 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day. Even is the earliest ceremonies can begin on any beach.

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

Wedding Date: 9/20/25 Ceremony start time: 4pm End time: 6:30pm
Setup time: 4:30pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Avenue Beach

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Alyssa Zygmunt

Contact #: _____ Email Address: azygmuntcm@gmail.com

Applicant 2- Name & Address: Salino + Cooney WR

Contact #: _____ Email Address: _____

of people in wedding party: X # of people attending wedding: _____

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

- ☐ Pa system
☐ Archway

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

☐ Other structures:

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

Alyssa Zygmunt
Signature of Applicant 1 or 2

9/30/24
Date

Attachment: cm 12925 (2025-70 : Special Event Applications)



Wedding Ceremony Application

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

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

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

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

Wedding Date: 6/20/25 Ceremony start time: 6:00 PM End time: 7:00 PM
 Setup time: 5:00 PM (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
 Location of Ceremony: Sixth Ave - ON the beach

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____
 where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Raymond Kolb
306 - 7th Street Barnegat NJ 08005
 Contact #: 609-661-4085 mom Email Address: slimling@yahoo.com mom

Applicant 2- Name & Address: Nicklis Esposito
306 - 7th Street Barnegat NJ 08005
 Contact #: 609-661-4085 Email Address: slimling@yahoo.com
 # of people in wedding party: 8 # of people attending wedding: 70

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

- | | |
|---|---|
| ☐ Pa system | ☒ Chairs |
| ☒ Archway | ☐ Canopy/tent (if larger than 30x30, a permit is required) |
| ☒ Other structures: <u>RUNNER</u> | |

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup

Attachment: cm 12925 (2025-70 : Special Event Applications)



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Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

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

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

Wedding Date: 7/12/25 Ceremony start time: 6pm End time: 6:30pm
Setup time: 4:30pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Avenue Beach

☒ YES ☐ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: DeBONIS + GIBOUX

Contact #: _____ Email Address: _____

Applicant 2- Name & Address: MURKIN'S SUPPER CLUB
1200 OCEAN AVENUE ASBURY PARK NJ 07712
Contact #: 732 774 1155 Email Address: LIVIN@murkins.com

of people in wedding party: 140 # of people attending wedding: _____

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

- ☐ Pa-system
☐ Archway

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

☐ Other structures:

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

Signature of Applicant 1 or 2

Date

10/16/24



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

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

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

Wedding Date: 8/9/25 Ceremony start time: 4pm End time: 6:30pm
Setup time: 4:30pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Avenue Beach

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Mikulewicz + Desimone

Contact #: _____ Email Address: _____

Applicant 2- Name & Address: Alyssa Zygmunt

Contact #: _____ Email Address: azygmunt@mcloones

of people in wedding party: _____ # of people attending wedding: _____

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

- ☐ Pa system
☐ Archway

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

☐ Other structures:

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

[Signature]
Signature of Applicant 1 or 2

10/9/24
Date



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

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

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

Wedding Date: 8/14/25 Ceremony start time: 4pm End time: 6:30pm
Setup time: 4:30pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Avenue Beach

☐ YES ☐ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Crome + Lorenz

Contact #: _____ Email Address: _____

Applicant 2- Name & Address: Alyssa Zygmunt

Contact #: _____ Email Address: zygmuntcmclones

of people in wedding party: _____ # of people attending wedding: _____

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

- ☐ Pa system
☐ Archway

- ☒ Chairs
☒ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

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

Signature of Applicant 1 or 2

Date

9/5/24

Attachment: cm 12925 (2025-70 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

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

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

Wedding Date: 8/29/25 Ceremony start time: 6pm End time: 10:30pm
Setup time: 4:30pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Avenue Beach

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Fermo + Hjm-elmstad

Contact #: _____ Email Address: _____

Applicant 2- Name & Address: Muones Supper Club
1200 Ocean Avenue Asbury Park NJ

Contact #: 732 774 1155 Email Address: uavmin@muones.com

of people in wedding party: _____ # of people attending wedding: 95

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

- ☐ Pa system
☐ Archway

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

☐ Other structures:

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

Signature of Applicant 1 or 2

Date

10/16/24



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

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

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

Wedding Date: 8/30/25 Ceremony start time: 6pm End time: 6:30pm
Setup time: 4:30pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Avenue Beach

☐ YES ☐ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Hernandez + Jannuzzi wedding

Contact #: _____ Email Address: _____

Applicant 2- Name & Address: Alyssa Zygmunt

Contact #: _____ Email Address: azygmunt@macdones.co

of people in wedding party: _____ # of people attending wedding: _____

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

- ☐ Pa system
☐ Archway

- ☒ Chairs
☒ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

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

Signature of Applicant 1 or 2

Date

8/23/24

Attachment: cm 12925 (2025-70 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

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

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

Wedding Date: 10/18/25 Ceremony start time: 6pm End time: 6:30pm
Setup time: 4:30pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Avenue Beach

☐ YES ☐ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: Calandro + Goldstein WR

Contact #: _____ Email Address: _____

Applicant 2- Name & Address: Alyssa Zygmunt

Contact #: _____ Email Address: azygmunt@melanes

of people in wedding party: _____ # of people attending wedding: _____

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

- ☐ Pa system
☐ Archway

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

☐ Other structures:

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

Signature of Applicant 1 or 2

Date

9/5/24

Attachment: cm 12925 (2025-70 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-4 hours of use)
Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

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

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

Wedding Date: 10/25/25 Ceremony start time: 6pm End time: 6:30pm
Setup time: 4:30pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
Location of Ceremony: 5th Avenue Beach

☐ YES ☒ NO Will reserved parking spaces be requested? If so, how many spaces _____
where _____. Please visit www.cityofasburypark.com to purchase parking spaces (waterfront spaces cannot be reserved between Memorial Day & Labor Day)

Applicant 1- Name & Address: POUKS + Fiore wedding

Contact #: _____ Email Address: _____

Applicant 2- Name & Address: Alyssa Zygmunt

Contact #: _____ Email Address: azygmunt@carbones

of people in wedding party: _____ # of people attending wedding: _____

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

- ☐ Pa system
☐ Archway

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

☐ Other structures:

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

Signature of Applicant 1 or 2

Date

10/15/24



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-71

This resolution is to produce duplicate tax sale certificates as our lienholders have lost the originals. A resolution is required by law (N.J.S.A. 54:5-52.1) prior to issuing the duplicate tax sale certificate. This can be placed on the consent agenda as this resolution is routine in nature.



RESOLUTION NO. 2025-71

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

RESOLUTION AUTHORIZING THE ISSUANCE OF DUPLICATE TAX SALE CERTIFICATES PURSUANT TO N.J.S.A. 54:5-52.1

WHEREAS, the Tax Collector of the City of Asbury Park has previously issued the following tax sale certificates.

Lienholder	Certificate #	Date	Block/Lot
First Union Nat'l Bnk Ct/MD Sass II	00-00198	7/20/00	91/4
1st Union Nat'l Bk % MD Sass II (2)	01-00168	8/1/01	91/4
D. Wilschanski	18-00034	12/20/18	902/28

WHEREAS, the lienholders of the aforesaid tax sale certificates have indicated to the Tax Collector that they have lost or otherwise misplaced the original tax sale certificate and have duly filed the appropriate Affidavit of Loss with the Tax Collector, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park that the Tax Collector is hereby authorized, upon receipt of the appropriately executed and notarized Affidavit of Loss, to issue duplicate tax sale certificates to the said lienholders covering the certificates lost as previously described, in accordance with the requirements of Chapter 99 of Public Laws of 1997.

BE IT FURTHER RESOLVED, that a copy of this Resolution and the Affidavit of Loss be attached to the duplicate certificates to be issued to said lienholders and that said certificates shall be stamped or otherwise have imprinted upon it the word "Duplicate" as required by law.

I, LISA ESPOSITO, 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. 2025-71 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK

CERTIFICATE OF SALE

FOR UNPAID MUNICIPAL LIENS

CERTIFIC

3.C.2.a

No. 00-0198

I, PAMELA D. LIPIRA, COLLECTOR OF TAXES of the taxing district of the
CITY of ASBURY PARK in
the COUNTY of MONMOUTH and State of New Jersey, do hereby certify that on
the 20TH day of JULY, 2000 at a public sale of lands for
delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and the amendments and
supplements thereto I sold to FIRST UNION NAT'L BNK CT/MD SASS II
whose address is 123 SOUTH BROAD ST, PA1328 PHILADELPHIA, PA 19109

for SEVENTY FOUR dollars and 76 cents, the lan
in said taxing district described as Block No. 91 Lot No. 4
and known as 211 DE WITT AVE ASBURY PARK, NJ 07712, on the ta
duplicate thereof and assessed thereon to WILLIAMS, DAVID
211 DE WITT AVE ASBURY PARK, N J 07712

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

	AMOUNT	INTEREST	TOTAL
Taxes For: 1999	56.52	3.24	59.76
DUPLICATE			
COST OF SALE			15.00
			74.76

Said sale is subject to redemption on repayment of the amount of sale, together with interest at the rate of
18.00 per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statut
The sale is subject to municipal charges accruing after 20TH DAY OF JULY, 2000 ;
municipal authority charges accruing after 20TH DAY OF JULY, 2000 and assessme
installments not yet due, amounting to dollars and interest thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29TH day of JANUARY, 2025

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

MICHAEL J. SCHNURR, MPA, CTC, COLLECTOR OF TAXES

BE IT REMEMBERED, that on this 29TH day of JANUARY 2025 before me a
NOTARY PUBLIC of New Jersey, personally appeared MICHAEL J. SCHNURR, MPA, CTC
the Collector of Taxes of the taxing district of CITY OF ASBURY PARK in the County of MONMOUTH
who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I having made know
to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered the same as his voluntary act
and deed, for the uses and purposes therein expressed.

Prepared By:

MICHAEL J. SCHNURR, MPA, CTC

PREPARER

PATRICIA MARTUSCELLI

PATRICIA F. MARTUSCELLI
NOTARY PUBLIC OF NEW JERSEY
Commission # 2453771
My Commission Expires 10/15/2021

NOTE: NJSA 46:15-3 requires that all signatures appearing on the certificate, those of the collector, the Notary Public who takes this
acknowledgement, and the preparer shall be printed, typed or stamped underneath such signature the name of the

**REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER
AFFIDAVIT OF LOST TAX SALE CERTIFICATE**

I, Jonathan Rubin, managing member of WHP Equities LLC, being of full age, and being duly sworn according to law, upon my oath, depose, say and certify the following:

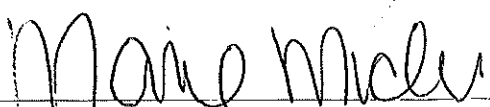
1. On June 20th, 2000, Tax Sale Certificate # 00-0198 was issued by the Tax Collector for the City of Asbury Park to 1st Union National Bank CO MD Sass II, and was recorded in the Monmouth County Clerk's Office, in Book 7191, Page 19, against the property located at 211 Dewitt Avenue, Asbury Park, New Jersey (Block 1006, Lot 12) with the assessed owner being William, David
2. On September 23, 2023, an Assignment of Tax Sale Certificate #00-0198 was recorded in the Monmouth County Clerk's Office in Book 1195, Page 147, assigning the tax sale certificate to WHP Equities LLC.
3. As of this date, the original tax sale certificate has either been lost or destroyed and is not in WHP Equities LLC's possession.
4. As of this date, WHP Equities LLC remains the owner of said tax sale certificate, and has never transferred, assigned to another person or entity, nor were redemption monies received directly from property owner or an interested party, or otherwise hypothecated said tax sale certificate.
5. I make this affidavit to induce the City of Asbury Park to authorize the issuance of a Duplicate Tax Sale Certificate to WHP Equities.

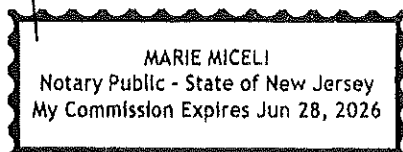
WHP EQUITIES LLC

By: 
Jonathan Rubin, Managing Member

Dated: 12/11/24

Sworn to and subscribed before
me this December 11, 2024





CERTIFICATE OF SALE

FOR UNPAID MUNICIPAL LIENS

CERTIFICATE

3.C.2.b

No. 01-0168

I, PAMELA D. LIPIRA, COLLECTOR OF TAXES of the taxing district of the
CITY of ASBURY PARK in
the COUNTY of MONMOUTH and State of New Jersey, do hereby certify that on
the 1ST day of AUGUST, 2001 at a public sale of lands for
delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and the amendments and
supplements thereto I sold to 1ST UNION NAT'L BK % MD SASS II (2)
whose address is 123 SO BROAD ST, PA 1328 PHILADELPHIA, PA 19109

for TWO HUNDRED FOURTY ONE dollars and 82 cents, the la
in said taxing district described as Block No. 91 Lot No. 4
and known as 211 DE WITT AVE ASBURY PARK, NJ 07712
duplicate thereof and assessed thereon to WILLIAMS, DAVID
211 DE WITT AVE ASBURY PARK, NJ 07712

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

	AMOUNT	INTEREST	TOTAL
Taxes For: 2000	208.13	18.69	226.82
DUPLICATE			
COST OF SALE			15.00
			241.82

Said sale is subject to redemption on repayment of the amount of sale, together with interest at the rate of
.18 per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statu
The sale is subject to municipal charges accruing after 1ST DAY OF AUGUST, 2001 ;
municipal authority charges accruing after 31ST DAY OF DECEMBER, 2000 and assessm
installments not yet due, amounting to dollars and interest thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 29TH day of JANUARY, 2025

STATE OF NEW JERSEY
COUNTY OF MONMOUTH

MICHAEL J. SCHNURR, MPA, CTC, COLLECTOR OF TAXES

BE IT REMEMBERED, that on this 29TH day of JANUARY 2025 before me a
NOTARY PUBLIC of New Jersey, personally appeared MICHAEL J. SCHNURR, MPA, CTC
the Collector of Taxes of the taxing district of CITY OF ASBURY P in the County of MONMOUTH
who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I having made know
to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered the same as his voluntary ac
and deed, for the uses and purposes therein expressed.

Prepared By: MICHAEL J. SCHNURR, MPA, CTC, PREPARER PATRICIA MARTUSCELLI, NOTARY PUBLIC

PATRICIA F. MARTUSCELLI
NOTARY PUBLIC OF NEW JERSEY
Commission # 2463771
My Commission Expires 10/15/2025

NOTE: NJSA 46:15-3 requires that all signatures appearing on the certificate, those of the collector, the Notary Public who takes this
acknowledgement, and the preparer shall be printed, typed or stamped underneath such signature the name of the
DLGS Rev. 10/99

Packet Pg. 54

Attachment: 01-0168 (2025-71 : Authorizing the Issuance of Duplicate Tax Sale Certificates Pursuant To N.J.S.A. 54:5-52.1)

**REQUEST FOR DUPLICATE CERTIFICATE BY LIENHOLDER
AFFIDAVIT OF LOST TAX SALE CERTIFICATE**

I, Jonathan Rubin, managing member of WHP Equities LLC, being of full age, and being duly sworn according to law, upon my oath, depose, say and certify the following:

6. On August 1, 2001, Tax Sale Certificate #01-168 was issued by the Tax Collector for the City of Asbury Park to 1st Union National Bank CO MD Sass II, and was recorded in the Monmouth County Clerk's Office, in Book 8054, Page 7864, against the property located at 211 Dewitt Avenue, Asbury Park, New Jersey (Block 1006, Lot 12) with the assessed owner being William, David
- 7.
8. On September 23, 2023, an Assignment of Tax Sale Certificate #01-168 was recorded in the Monmouth County Clerk's Office in Book 1195, Page 150, assigning the tax sale certificate to WHP Equities LLC.
9. As of this date, the original tax sale certificate has either been lost or destroyed and is not in WHP Equities LLC's possession.
10. As of this date, WHP Equities LLC remains the owner of said tax sale certificate, and has never transferred, assigned to another person or entity, nor were redemption monies received directly from property owner or an interested party, or otherwise hypothecated said tax sale certificate.
11. I make this affidavit to induce the City of Asbury Park to authorize the issuance of a Duplicate Tax Sale Certificate to WHP Equities.

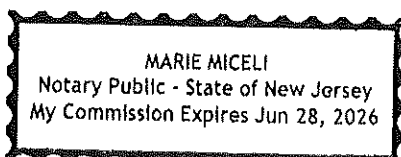
WHP EQUITIES LLC

By: Jonathan Rubin
Jonathan Rubin, Managing Member

Dated: 12/11/24

Sworn to and subscribed before
me this December 11, 2024

Marie Miceli



CERTIFICATE OF SALE

FOR UNPAID MUNICIPAL LIENS

3.C.2.c

CERTIFICATE

No. 18-00034

I, **MICHAEL J. SCHNURR, MPA, CTC**, COLLECTOR OF TAXES of the taxing district of **CITY OF ASBURY PARK**, and State of New Jersey, do hereby certify that the **20th** day of **December**, 2018 at a public sale of lands and delinquent municipal liens, pursuant to the Revised Statutes of New Jersey, 1937, Title 54, Chapter 5, and the amendments and supplements thereto I sold to **D. WILSCHANSKI**

whose address is

PO BOX 712, LAKEWOOD, NJ 08701

for **Four Hundred Twenty Seven** dollars and **Sixty Two** cents, the la
in said taxing district described as Block No. **902** Lot No. **28**
and known as **36-38 RIDGE AVENUE**, on the
duplicate thereof and assessed thereon to **SHERATON ESTATES, LLC**

THE AMOUNT OF THE SALE WAS MADE UP OF THE FOLLOWING ITEMS:

	AMOUNT	INTEREST	TOTAL
Taxes For: 2018	355.19	7.43	362.62
ASSESSMENTS FOR IMPROVEMENTS			
DUPLICATE			
Total Cost of Sale	65.00		65.00
Total			427.62
Premium (if any) Paid	0.00		

Said sale is subject to redemption on repayment of the amount of sale, together with interest at the rate of **17.00** per centum per annum from the date of sale, and the costs incurred by the purchaser as defined by statute. The sale is subject to municipal charges accruing after **November 1, 2018** and assessments of municipal authority charges accruing after **November 1, 2018** and assessments of installments not yet due, amounting to **0.00** dollars and interest thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this **29th** day of **January**, 2025

STATE OF NEW JERSEY
COUNTY OF: **MONMOUTH**

MICHAEL J. SCHNURR, MPA, CTC, COLLECTOR OF TAX

BE IT REMEMBERED, that on this **29th** day of **January**, 2025 before me, Notary Public of New Jersey, personally appeared **MICHAEL J. SCHNURR, MPA, CTC** the Collector of Taxes of the taxing district of **CITY OF ASBURY PARK** in the County of **MONMOUTH** who, I am satisfied, is the individual described herein, and who executed the above Certificate of Sale; and I having made known to him the contents thereof, he thereupon acknowledged to me that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

Prepared By: **MICHAEL J. SCHNURR, MPA, CTC**, PREPARER

PATRICIA F. MARTUSCELLI, NOTARY PUBLIC

NOTE: NJSA 46:15-3 requires that all signatures appearing on the certificate, those of the collector, the Notary Public, who takes the acknowledgement, and the preparer shall be printed, typed or stamped underneath such signature the name of the person that signed.

Affidavit Of Lost Tax Sale Certificate Request for Duplicate Certificate

Tax Sale Certificate #: 18-00034 Block: 902 Lot: 28

I, D. WILSCHANSKI, residing at 1398 FOREST AVENUE LAKEWOOD N.J., of full age, being duly sworn according to law, upon oath, depose and say:

1. I am the true and lawful owner of Tax Sale Certificate # 18-00034 issued by the municipality of Asbury Park constituting a municipal lien on property known as Block 902, Lot 28, Address 38 RIDGE Assessed to _____.
2. I remain the owner of said certificate and have not sold, assigned, transferred or otherwise hypothecated said certificate.
3. I make this affidavit to induce the municipality to authorize the issuance of a Duplicate Tax Sale Certificate to me.

[Signature]

Sworn and Subscribed to before me
this 10 day of JANUARY, 2025

Linda J. Wilschanski

LINDA J. WILSCHANSKI
Commission # 50205873
Notary Public, State of New Jersey
My Commission Expires
01/12/2028



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-72

This resolution is to adjust sewer charges on properties that were incorrectly billed due to inaccurate reporting from NJ American Water. This can be placed on the consent agenda as this resolution is routine in nature.



RESOLUTION NO. 2025-72

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

RESOLUTION ADJUSTING SEWER CHARGES ON VARIOUS ACCOUNTS

WHEREAS, Pursuant to N.J.S.A 40A: 5-17 the governing body of a Municipality may adopt a resolution authorizing the tax collector to make adjustments to a property owners account, and;

WHEREAS, the Tax Collector has verified with NJ American Water Company's billing records for various accounts; and

WHEREAS, the Tax Collector requests to adjust sewer charges for various accounts that were not accurately reported; and

THEREFORE, LET IT BE RESOLVED, that the Mayor and Council for the City of Asbury Park authorize the Tax Collector to do the following:

- . Apply a credit of \$160.00 from 2023 Q2 through 2023 Q3 onto account #10644503-0, 508 Second Avenue, assessed to Katz, Michael.
2. Apply a credit of \$106.66 from 2024 Q4 onto account #10636259-0, 607 First Avenue, assessed to Wright, Steven A & Alexandra K.
3. Apply a credit of \$249.00 from 2024 Q4 onto account #10246753-1, 704 Pine Street, assessed to McKee, Daniel R & Smith, Patrick A.

I, LISA ESPOSITO, 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. 2025-72 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-73

Resolution authorizing the payment of bills in the amount of \$23,297,128.47



RESOLUTION NO. 2025-73

**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 \$23,297,068.47

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	\$ 5,549,138.93
DEBT SERVICE	13,927,999.98
BOARD OF EDUCATION	2,264,108.00
COUNTY TAX	<u>1,555,821.56</u>
 TOTAL VOUCHERS	 \$ <u>23,297,068.47</u>

I, LISA ESPOSITO, 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. 2025-73 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK

January 21, 2025
01:38 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 4-First to 5-ZZ-ZZ-ZZZ-ZZZ-ZZZ Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/25 Include Non-Budgeted:
Vendors: All
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
----------------	-------------	---------	------------------	--------	-------------	---------

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

4-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005 SURENIAN, EDWARDS, BUZAK &	24-03627 November Fees Affordable Hsg.			1,721.00	0.00	
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	25-00037 Invoice 6516 Council General			735.00	0.00	
				<u>2,456.00</u>		

4-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR KEPWEL SPRING WATER	25-00060 ACCT #117290 DECEMBER 2024			647.50	0.00	

4-01-20-100-000-242	ADMINISTRATION Wellness Committee					
LEEDS005 LEEDSWORLDFILL LLC	24-03617 Big Grocery Vintage Totes			1,192.26	0.00	
MURARM MURRAY'S UNIFORMS	24-03626 Mens and Womens Jackets			2,340.00	0.00	
				<u>3,532.26</u>		

Extd Total: ADMINISTRATION 6,635.76
Department Total: ADMINISTRATION 6,635.76

Department: MUNIC CLERK
Extd: MUNICIPAL CLERK

4-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON W.B.MASON CO., INC.	24-03570 Proclamation Frames			154.08	0.00	

4-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
NJADV NJ ADVANCE MEDIA LLC	25-00113 AD #0010942358, 43328 & 45684			388.58	0.00	
THECOA THE NEW COASTER, LLC	25-00116 #9609 12/12 & #9651 12/19 ADS			50.46	0.00	
GANN005 GANNETT NEW YORK/NEW JERSEY	25-00117 #5034, 6096, 6362 12/8 & 12/17			154.72	0.00	
				<u>593.76</u>		

4-01-20-120-000-238	MUNICIPAL CLERK Contractual					
PARKE005 PARKER MCCAY, PA	25-00186 #3192560 & 3192561 DECEMBER			509.06	0.00	

Extd Total: MUNICIPAL CLERK 1,256.90
Department Total: MUNIC CLERK 1,256.90

Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

4-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.	24-03623 Finance Supplies			684.38	0.00	

4-01-20-130-000-204	FINANCE Outside Services					
ACAFGI ACACIA FINANCIAL GROUP, INC.	24-03616 KHOV Delta Project Escrow			323.75	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-130-000-205	FINANCE Ads					
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-03643	BID TRAFFIC CONTROL SIGNAGE	67.56	0.00	
4-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	25-00049	#124806 - 1/1/25-12/31/25	1,147.50	0.00	
4-01-20-130-000-207	FINANCE HR Testing					
MERHEA	HACKENSACK MERIDIAN WORKS	24-03661	Pre-employment physicals	4,708.00	0.00	
4-01-20-130-000-209	FINANCE Fees					
CITY	CITY OF ASBURY PARK	25-00035	Increase in Change Fund for	500.00	0.00	
4-01-20-130-000-223	FINANCE Condo Reimbursements					
DEALL	DEAL LAKE VILLAGE GARDENS	24-03632	2nd half 2024 Trash Reimburse.	4,361.34	0.00	
PHISEA	MONMOUTH COUNCIL #9	25-00133	4th Q recycling Reimbursement	4,943.94	0.00	
611AS005	611 ASBURY AVENUE	25-00134	4th Q Trash Reimbursement	1,198.94	0.00	
				10,504.22		
	Extd Total: FINANCIAL ADMINISTRATION			17,935.41		
	Department Total: FINANCE			17,935.41		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
4-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT LLC	24-03398	1CG5CVM Admin LT	103.68	0.00	
APPINC	APPLE INC.	24-03434	#2310123075 Misc. Equipment	996.00	0.00	
CDWGOV	CDW GOVERNMENT LLC	24-03435	1CG5YQD Cases and Cables	268.50	0.00	
UNITE010	UNITED RENTALS	24-03436	Firehouse SCISSOR LIFT	1,244.00	0.00	
AMAZO005	AMAZON.COM SERVICES	24-03437	Spare Laptops	1,999.96	0.00	
WBMASON	W.B.MASON CO., INC.	24-03507	Construction MFP toner	149.45	0.00	
AMAZO005	AMAZON.COM SERVICES	24-03553	Laptop Cart	197.99	0.00	
AMAZO005	AMAZON.COM SERVICES	24-03579	PD Camera Outage	706.76	0.00	
WBMASON	W.B.MASON CO., INC.	24-03597	Batteries	16.15	0.00	
AMAZO005	AMAZON.COM SERVICES	24-03611	IT DPW TOOLS	587.46	0.00	
VERIZ015	VERIZON CONNECT	24-03641	Final Bills	8,704.35	0.00	
PDQCO005	PDQ.COM CORPORATION	24-03656	2024 Renewal	1,338.75	0.00	
				16,313.05		
4-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
SPROU005	SPROUT SOCIAL, INC.	24-03642	December 2024 to December 2025	2,321.86	0.00	
4-01-20-140-000-224	COMPUTER DATA PROC. Troubleshooting					
ATECSEC	A+ TECHNOLOGY & SECURITY	24-03063	Q#Es38552 Repairs	1,129.60	0.00	
4-01-20-140-000-225	COMPUTER DATA PROC.Document Mgt.					
FILEB005	FILE BANK, INC.	24-03607	Nov Dec 2024	8,286.62	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			28,051.13		
	Department Total: COMPUTER MIS			28,051.13		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
4-01-20-145-000-202	TAX REV ADMIN Office Supplies					
GREFIN	GREATAMERICA FINANCIAL SVCS.	25-00062	INV #38201104 JANUARY 2025	51.40	0.00	
4-01-20-145-000-209	TAX REV ADMIN Fees					
ROKIND	R.O.K. INDUSTRIES, INC.	24-03620	ONLINE TAX SALE	13,815.00	0.00	
Extd Total: TAX REVENUE ADMINISTRATION				13,866.40		
Department Total: TAX REV ADMIN				13,866.40		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
4-01-20-151-000-203	DIRECTOR OF COMMUNICATIONS Calendar					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-02839	2025 Calendar Printing	11,165.25	0.00	
KINTINC	KINTECH, INC.	24-02868	Fulfilment 2025 Calendar	425.39	0.00	
				11,590.64		
Extd Total: DIRECTOR OF COMMUNICATIONS				11,590.64		
Department Total: DIRECTOR OF COMMUNICATIONS				11,590.64		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
4-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL	MARAZITI FALCON, LLP	24-03589	PROFESSIONAL SERVICES RENDERED	262.50	0.00	
LADDY005	LADDEY, CLARK & RYAN, LLP	24-03649	Invoice 993 November Fees	250.00	0.00	
HILLW005	HILL WALLACK LLP	24-03665	November Invoices	9,529.96	0.00	
HILLW005	HILL WALLACK LLP	25-00033	Invoice 788482 General Matters	7,466.12	0.00	
LAWOF005	LAW OFFICE OF GENE J ANTHONY	25-00034	#21578 DECEMBER RENT LEVELING	406.40	0.00	
HILLW005	HILL WALLACK LLP	25-00038	Invoice 787553 AP vs Steinbach	1,207.50	0.00	
				19,122.48		
Extd Total: LEGAL SERVICES				19,122.48		
Department Total: LEGAL SERVICES				19,122.48		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
4-01-20-162-000-201	APTV Cont/Subs/Dues					
CDWGOV	CDW GOVERNMENT LLC	24-03478	Label maker 1CG6GSD	85.74	0.00	
4-01-20-162-000-202	APTV Equipment					
APPINC	APPLE INC.	24-03410	Media Tech Laptops 2111931910	3,164.00	0.00	
Extd Total: CABLE TV ADVISORY COMMITTEE				3,249.74		
Department Total: APTV				3,249.74		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
4-01-20-165-000-209 ENGINEERING SERVICES Fees						
TMASSO	T & M ASSOCIATES	24-03646	SE476639 General Engineering	5,845.66	0.00	
TMASSO	T & M ASSOCIATES	25-00187	SE478002 General Engineering	10,640.00	0.00	
				16,485.66		
Extd Total: ENGINEERING SERVICES				16,485.66		
Department Total: ENGINEER SERV				16,485.66		
CAFR Total:				118,194.12		
Department: Planning Department						
Extd: Planning Department						
4-01-21-179-000-205 PLANNING DEPT. Ads						
THECOA	THE NEW COASTER, LLC	24-03600	INV #9467 11/14/24 LEGAL AD	31.43	0.00	
4-01-21-179-000-207 PLANNING DEPT. Training/Cert.						
ATLTOM	ATLANTIC TOMORROWS OFFICE	25-00089	Large scale toners 10/21/24	370.00	0.00	
4-01-21-179-000-209 PLANNINF DEPT. Planning Board Fees						
CLACAN	CLARKE CATON HINTZ PC	24-03644	PB & ZB PROF SVS	705.00	0.00	
Extd Total: Planning Department				1,106.43		
Department Total: Planning Department				1,106.43		
CAFR Total:				1,106.43		
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
4-01-22-195-000-201 CODE ENFORCEMENT Office Supplies						
THEHON2	THE HON COMPANY LLC	24-03317	Office furniture	518.84	0.00	
WBMASON	W.B.MASON CO., INC.	24-03578	2025 Office supplies	1,048.59	0.00	
				1,567.43		
4-01-22-195-000-206 CODE ENFORCEMENT Uniforms						
MURARM	MURRAY'S UNIFORMS	24-03128	winter uniforms for inspectors	638.00	0.00	
4-01-22-195-000-209 CODE ENFORCE Software Costs						
TANNOR	TANNER NORTH JERSEY, LLC	24-02908	Office furniture-Elton	1,169.27	0.00	
Extd Total: CODE ENFORCEMENT AND ADMIN.				3,374.70		
Department Total: CODE ENFORCE				3,374.70		
CAFR Total:				3,374.70		

Attachment: Bill List 1-29-25 (2025-73 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
4-01-23-210-000-209	LIABILITY INSURANCE Fees					
OTTINS	OTTERSTEDT INS. AGENCY, INC.	24-03622	Invoice 41611 UST Insurance	3,098.00	0.00	
	Extd Total: LIABILITY INSURANCE			3,098.00		
	Department Total: LIAB INSURANCE			3,098.00		
	CAFR Total:			3,098.00		
Department: POLICE						
Extd: POLICE DEPARTMENT						
4-01-25-240-000-202	POLICE Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-03357	Capt. Sweeney business cards	45.00	0.00	
WBMASON	W.B.MASON CO., INC.	24-03485	Office supplies PD	1,942.65	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	24-03621	Carbonless forms, time off	303.00	0.00	
				2,290.65		
4-01-25-240-000-203	POLICE Motor Vehicle					
AGINS005	AGIN SIGNS & DESIGNS	24-03537	Decal Replacement Car #28 MVC	160.00	0.00	
RICAUT	RICH'S AUTO BODY	24-03538	Repairs to car #47 PD	3,118.09	0.00	
				3,278.09		
4-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	24-03596	#2025660 OCT & TNR SERVICES	4,700.00	0.00	
4-01-25-240-000-206	POLICE Purchase of Equipment					
WBMASON	W.B.MASON CO., INC.	24-03561	Protective ear muffs	900.44	0.00	
4-01-25-240-000-222	POLICE Training					
GLOPRO	GLOCK PROFESSIONAL, INC.	24-03477	Glock Armorers Course 11/19	1,250.00	0.00	
4-01-25-240-000-276	POLICE: PAL Expenses					
COSTCO	COSTCO WHOLESALE	24-03068	PAL event/party	40.44	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	24-03163	Color copies for PAL	84.00	0.00	
DEPEN005	DEPENDABILITEES	24-03486	Sister Circle Shirts	1,311.00	0.00	
COSTCO	COSTCO WHOLESALE	24-03503	Dec 17th sister circle meeting	103.89	0.00	
COSTCO	COSTCO WHOLESALE	24-03506	PAL supplies	204.84	0.00	
AMAZ0005	AMAZON.COM SERVICES	24-03532	Girls basketball league	183.30	0.00	
AMAZ0005	AMAZON.COM SERVICES	24-03533	sister circle holiday craft	149.41	0.00	
DEPEN005	DEPENDABILITEES	24-03609	PAL girls basketball uniforms	1,705.00	0.00	
DEPEN005	DEPENDABILITEES	24-03610	PAL Boxing uniforms	4,295.00	0.00	
				8,076.88		
	Extd Total: POLICE DEPARTMENT			20,496.06		
	Department Total: POLICE			20,496.06		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FIRE DEPT. Extd: FIRE DEPARTMENT						
4-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FISONS	FIS on Site Service LLC	24-01873	Blanket PO Not to Exceed	1,596.37	0.00	B
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	24-03248	Blanket PO Not to Exceed	271.00	0.00	B
FISONS	FIS on Site Service LLC	24-03407	QTE:WM1016-8377 Pump Repairs	1,726.00	0.00	
FISONS	FIS on Site Service LLC	24-03413	QTE: E1428-8376 Pump Repairs	253.34	0.00	
				3,846.71		
4-01-25-265-000-214	FIRE DEPT. Building Maintenance					
THEHAR	THE HARDWARE STORE	24-03218	BLANKET PO NOT TO EXCEED	6.76	0.00	B
GRAING	GRAINGER, INC.	24-03534	QTE2059769030-Elect. Supplies	153.46	0.00	
				160.22		
4-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	24-03406	QTE:110369-Stretcher Parts	1,325.57	0.00	
THECE005	THE CENTRAL JERSEY COMPLIANCE	24-03530	INV #22-245 Floodwater Class	1,200.00	0.00	
				2,525.57		
4-01-25-265-000-261	FIRE DEPT. Software					
FISONS	FIS on Site Service LLC	24-03413	QTE: E1428-8376 Pump Repairs	739.42	0.00	
4-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
DIVTWO	DIVERS TWO, INC	24-03252	QUOTE:23967-Rescue Suit Repair	307.50	0.00	
ENCOR005	ENCORE FIRE PROTECTION	24-03531	Q#13564-SUPPRESSION, EXTINGUIS	617.55	0.00	
				925.05		
4-01-25-265-000-270	FIRE DEPT. Pest Control					
WESPES	WESTERN PEST SERVICES	25-00148	INV#9348797 DECEMBER 2024	131.02	0.00	
4-01-25-265-000-298	FIRE DEPT. Special Operations					
JOSFAZ	JOSEPH FAZZIO - HOWELL, LLC	24-03587	SPECIAL OPS EQUIPMENT NTE	1,497.51	0.00	
	Extd Total: FIRE DEPARTMENT			9,825.50		
	Department Total: FIRE DEPT.			9,825.50		
Department: PROSECUTOR Extd: MUNICIPAL PROSECUTOR						
4-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.	25-00085	prosecutor dec 2024	3,250.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			3,250.00		
	Department Total: PROSECUTOR			3,250.00		
	CAFR Total:			33,571.56		
Department: STREETS & ROAD Extd: STREETS & ROADS MAINTENANCE						
4-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
HUNJER	HUNTER JERSEY PETERBILT	24-00721	VARIOUS PARTS BLANKET	399.12	0.00	B
SANIEQUI	SANITATION EQUIPMENT CORP.	24-02007	VARIOUS PARTS BLANKET	298.35	0.00	B

Attachment: Bill List 1-29-25 (2025-73 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-290-000-203	STREETS & ROAD Motor Vehicle		Continued			
GPCNA091	GPC-NAPA AUTO PARTS	24-03036	VARIOUS PARTS BLANKET	1,058.52	0.00	B
SERVI005	SERVICE TIRE TRUCK CENTERS	24-03037	VARIOUS PARTS BLANKET	1,658.95	0.00	B
FREFOR	FREEHOLD FORD	24-03089	VARIOUS PARTS BLANKET	1,048.50	0.00	B
THEHOS	THE HOSE SHOP, INC.	24-03222	VARIOUS PARTS BLANKET	124.76	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-03236	VARIOUS PARTS BLANKET	1,253.51	0.00	B
JESCO	JESCO, INC.	24-03370	DPW#23 BUCKET PISTON ASSEMBLY	2,415.54	0.00	
JESCO	JESCO, INC.	24-03497	#23BACKHOE REPAIR REGENERATION	1,782.16	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-03511	VARIOUS PARTS BLANKET	5,025.48	0.00	B
GRAING	GRAINGER, INC.	24-03540	Misc Hardware	50.70	0.00	
JESCO	JESCO, INC.	24-03569	JOHN DEERE FRONT END LOADER	6,960.89	0.00	
JESCO	JESCO, INC.	24-03615	oxidation & filter backhoe	4,939.61	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	24-03619	ELGIN SWEEPER 2 HYDRAULIC LINE	397.72	0.00	
				<u>27,413.81</u>		
4-01-26-290-000-213	STREETS & ROAD Safety Equipment					
GRAING	GRAINGER, INC.	24-03540	Misc Hardware	509.25	0.00	
4-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
THEHAR	THE HARDWARE STORE	24-01850	Misc Hardware	16.99	0.00	B
MAXR	MAX-R	24-02494	Street Can Liners 32gal	3,830.00	0.00	
GRAING	GRAINGER, INC.	24-03540	Misc Hardware	411.96	0.00	
				<u>4,258.95</u>		
4-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
JOHCER	JOHN CERCIA III	24-03603	boot reimbursement 2024	200.00	0.00	
KEVIN005	KEVIN BANKS	24-03604	boot reimbursement 2024	200.00	0.00	
OPTIMUM	OPTIMUM	24-03630	#07866-183188-01-1 12/8-1/7/25	44.79	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	25-00077	#975758 cylinder/Hazmat Charge	105.50	0.00	
CINCOR	CINTAS CORPORATION NO 2	25-00165	reviver AED view agreement	154.45	0.00	
				<u>704.74</u>		
4-01-26-290-000-221	STREETS & ROAD Tree Pruning/Removal					
ARMTRE	ARMSTRONG TREE SERVICE LLC	24-03080	Remove Shade Tree 1601 3rd ave	1,200.00	0.00	
4-01-26-290-000-234	STREETS & ROAD Road Supplies					
AMAZ0005	AMAZON.COM SERVICES	24-03536	Cold Patch / Tack Coat	2,844.96	0.00	
4-01-26-290-000-235	STREETS & ROAD Shade Tree Commission					
GASFAM	GASKOS FAMILY FARM	24-01812	MULCH, COMPOST & SOIL BLANKET	1,276.31	0.00	B
	Extd Total: STREETS & ROADS MAINTENANCE			38,208.02		
	Department Total: STREETS & ROAD			38,208.02		
Department:	SOLID WASTE					
Extd:	SOLID WASTE COLLECTION					
4-01-26-305-000-209	SOLID WASTE Fees					
OHAG	OHAGAN NURSERY COMPOST DIVISIO	24-03399	DISPOSAL OF LEAVES BLANKET NTE	4,270.80	0.00	B
TRECTY	TREASURER CTY OF MONMOUTH	24-03605	#81326 Reclamation Center NOV	2,183.14	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-03628	#316153 TRASH FEES 12/2-12/14	26,776.46	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-03629	#316027 & 316028 CONSTR DEBRIS	1,560.70	0.00	
DELDEM	DELISA DEMOLITION, INC.	25-00063	DECEMBER 2024 CONSTR DEBRIS	3,904.40	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-305-000-209	SOLID WASTE Fees		Continued			
MASREC	MAZZA RECYCLING SERVICES, LTD.	25-00069	#1550202 RECYCLING DECEMBER	10,832.40	0.00	
MAZMUL	MAZZA MULCH, INC.	25-00076	#1548744 BRUSH DISPOSAL DEC	660.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	25-00079	#320132 TRASH FEES 12/16-12/31	30,659.66	0.00	
DELDEM	DELISA DEMOLITION, INC.	25-00080	#316094 & 316095 CONSTR DEBRIS	1,776.70	0.00	
				82,624.26		
	Extd Total: SOLID WASTE COLLECTION			82,624.26		
	Department Total: SOLID WASTE			82,624.26		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-203	BUILDING & GND Misc. Hardware					
GRAING	GRAINGER, INC.	24-03540	Misc Hardware	611.46	0.00	
4-01-26-310-000-204	BUILDING & GND Building Supplies					
GRAING	GRAINGER, INC.	24-03574	Cover Plates	588.60	0.00	
4-01-26-310-000-210	BUILDING & GND Building Repairs					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-03606	OCT & NOV SERVICE CALLS	2,511.81	0.00	
4-01-26-310-000-218	BUILDING & GND Contract.Serv.					
GUARD010	GUARDIAN PEST CONTROL	24-03613	SERVICES RENDERED SEPT & OCT	450.00	0.00	
GUARD010	GUARDIAN PEST CONTROL	24-03614	SERVICES RENDERED OCT & NOV	750.00	0.00	
				1,200.00		
	Extd Total: BUILDINGS & GROUNDS			4,911.87		
	Department Total: BUILDING & GND			4,911.87		
	CAFR Total:			125,744.15		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
4-01-27-345-000-207	SOCIAL SERVICES Transportation Tickets					
NJTRNST	NJ TRANSIT CORP.%FINANCE DEPT.	24-03423	Bus Fare 2 year expiration	1,167.50	0.00	
4-01-27-345-000-213	SOCIAL SERVICES Client Assistance					
HOMDRU	HOME DRUG PHARMACY	24-00743	Medications for Clients	128.00	0.00	B
AMAZO005	AMAZON.COM SERVICES	24-03559	Bath wipes for clients	47.01	0.00	
AMAZO005	AMAZON.COM SERVICES	24-03588	hand sanitizer for office	29.99	0.00	
AMAZO005	AMAZON.COM SERVICES	24-03608	SUPPLIES FOR CLIENT	166.80	0.00	
				371.80		
	Extd Total: SOCIAL SERVICES:			1,539.30		
	Department Total: PUBLIC ASST			1,539.30		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM	OPTIMUM	25-00154	#07866-196932-01-7 12/15 -1/14	9.38	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-27-350-000-210	SENIOR CENTER Classes					
BODYB005 BODY BY BEY		24-02730	EXERCISE CLASS 4TH QTR	300.00	0.00	B
	Extd Total: SENIOR CENTER			309.38		
	Department Total: SENIOR CENTER			309.38		
	CAFR Total:			1,848.68		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
4-01-28-370-000-290	RECREATION Programs/Activities					
WBMASON W.B.MASON CO., INC.		24-03545	supplies	298.05	0.00	
NJRPA NEW JERSEY RECREATION AND PARK		25-00167	2024 membership	250.00	0.00	
				548.05		
	Extd Total: RECREATION SERVICES & PROGRAM			548.05		
	Department Total: RECREATION			548.05		
	CAFR Total:			548.05		
Department: PUBLIC LIBRARY						
Extd: PUBLIC LIBRARY:						
4-01-29-390-000-011	PUBLIC LIBRARY Base Salary					
ASBFRE ASBURY PARK FREE PUBLIC LIBRAR		25-00030	Balance from 2024 Budget	111,061.92	0.00	
4-01-29-390-000-015	PUBLIC LIBRARY Overtime					
ASBFRE ASBURY PARK FREE PUBLIC LIBRAR		25-00030	Balance from 2024 Budget	80.60	0.00	
	Extd Total: PUBLIC LIBRARY:			111,142.52		
	Department Total: PUBLIC LIBRARY			111,142.52		
	CAFR Total:			111,142.52		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
4-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJNATU N.J. NATURAL GAS CO.		24-03636	Various Accounts 11/11-12/13	13,670.44	0.00	
JCPL JCPL		24-03664	Various Accounts 11/25-12/25	1,345.40	0.00	
NJAMER N.J. AMERICAN WATER CO.		25-00042	Various Accounts 12/5-1/6	3,211.27	0.00	
NJAMER N.J. AMERICAN WATER CO.		25-00155	#1018-210022646463 12/5-1/3	15.82	0.00	
				18,242.93		
	Extd Total: LIGHT,HEAT,POW			18,242.93		
Extd: STREET/TRAFFIC						
4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL		24-03640	Various Accounts 11/20-12/18	3,616.13	0.00	
JCPL JCPL		24-03663	Various Accounts 11/25-12/25	4,449.71	0.00	
JCPL JCPL		24-03664	Various Accounts 11/25-12/25	17,482.06	0.00	
JCPL JCPL		24-03666	#100 064 171 190 11/26-12/27	159.77	0.00	
JCPL JCPL		25-00027	Various Accounts 11/25-12/25	834.54	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-31-435-436-299 JCPL JCPL	STREET&TRAFFIC LIGHTING Misc.	25-00071	Continued #200 000 001 0293 Master Acct	1,157.66 27,699.87	0.00	
	Extd Total: STREET/TRAFFIC			27,699.87		
	Department Total: LIGHTING			45,942.80		
Department: TELEPHONE						
Extd: TELEPHONE						
4-01-31-440-000-299	TELEPHONE Misc.					
VERIZON VERIZON WIRELESS	24-03618	#342269861-00001	11/5-12/4	1,465.46	0.00	
VERZON VERIZON BUSINESS	24-03645	#152-069-551-0001-78	12/4-1/3	124.99	0.00	
ATLLC AT&T MOBILITY LLC	24-03650	#287284651437	11/12-12/11	1,262.40	0.00	
ATLLC AT&T MOBILITY LLC	24-03658	#287315151017	11/12-12/11	764.41	0.00	
ATLLC AT&T MOBILITY LLC	24-03659	#287284936037	11/12-12/11	1,884.02	0.00	
TMOBIL T-MOBILE	25-00028	#990733363	11/21/24-12/20/24	530.62	0.00	
VERIZON VERIZON WIRELESS	25-00160	#342269861-00001	12/5-1/4	1,405.49	0.00	
				7,437.39		
	Extd Total: TELEPHONE			7,437.39		
	Department Total: TELEPHONE			7,437.39		
Department: GASOLINE						
Extd: GASOLINE						
4-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	25-00066	#747067, 741233 & 741484	FUEL	11,084.62	0.00	
	Extd Total: GASOLINE			11,084.62		
	Department Total: GASOLINE			11,084.62		
	CAFR Total:			64,464.81		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
4-01-43-490-000-202	MUNIC COURT Office Supplies					
WBMASON W.B.MASON CO., INC.	24-03498	office supplies		67.59	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.	24-03517	COURT FORMS-VOID/DISMISS SLIPS		461.01	0.00	
				528.60		
4-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY	24-03365	#38817 spanish interpr	11/22	262.50	0.00	
4-01-43-490-000-246	MUNIC COURT Postage					
GREFIN GREATAMERICA FINANCIAL SVCS.	25-00081	#38157895	JANUARY 2025	145.00	0.00	
	Extd Total: MUNICIPAL COURT			936.10		
	Department Total: MUNIC COURT			936.10		

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC DEFEND. Extd: PUBLIC DEFENDER						
4-01-43-495-000-021	Fees					
GREER005 GREER LAW FIRM		25-00084	alternate public def dec 2024	500.00	0.00	
THELA010 THE LAW OFFICE OF MATTHEW SAGE		25-00087	public defender dec 2024	<u>1,500.00</u>	0.00	
				2,000.00		
	Extd Total: PUBLIC DEFENDER			2,000.00		
	Department Total: PUBLIC DEFEND.			2,000.00		
	CAFR Total:			2,936.10		
CAFR: CURRENT FUND NON BUDGET ACCTS: Department: TAXES PAYABLE: Extd: TAXES PAYABLE:						
4-01-55-001-000-010	REFUND OF PERMIT,LICENSE FEES					
KATIE005 Katie Roberts		24-03249	Refund of CO fee	150.00	0.00	
	Extd Total: TAXES PAYABLE:			150.00		
	Department Total: TAXES PAYABLE:			150.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			150.00		
	Fund Total: CURRENT			466,179.12		
Fund: BEACH Department: UTILITY OE Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
4-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL		24-03664	Various Accounts 11/25-12/25	208.26	0.00	
NJAMER N.J. AMERICAN WATER CO.		25-00042	Various Accounts 12/5-1/6	<u>181.38</u>	0.00	
				389.64		
4-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
GRAING GRAINGER, INC.		24-03539	Misc Beach Hardware	1,439.99	0.00	
4-05-55-502-000-215	BEACH UTILITY O/E: Lumber/Bldg. Supplies					
DREYE005 DREYER'S LUMBER & HARDWARE INC		24-03289	LUMBER FOR 15 NEW BEACH LOCKER	18,860.31	0.00	
4-05-55-502-000-222	BEACH UTILITY O/E: Cable					
OPTIMUM OPTIMUM		25-00111	12/15/24 - 1/14/25 Beach & DPW	119.40	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			20,809.34		
	Department Total: UTILITY OE			20,809.34		
	CAFR Total:			20,809.34		
	Fund Total: BEACH			20,809.34		
Fund: TRANSPORTATION UTILITY: BUDGET: Department: UTILITY OE Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
4-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
KEPSPR KEPWEL SPRING WATER		25-00060	ACCT #117290 DECEMBER 2024	12.00	0.00	

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CITY OF ASBURY PARK
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-06-55-502-000-204 KINTINC KINTECH, INC.	TRANS.UTILITY O/E: Copy/Reproduction	24-03558	Jan25 SRTS PIC Meeting Mailers	211.40	0.00	
4-06-55-502-000-208 PASPOR PASSPORT LABS, INC.	TRANS.UTILITY O/E: Parking Permits	25-00108	INV1050077 12/24 Permit Fees	1,844.20	0.00	
4-06-55-502-000-209 RICAUT RICH'S AUTO BODY	TRANS.UTILITY O/E: Auto	24-03457	Car 85 Park Enforcment Repairs	2,830.55	0.00	
4-06-55-502-000-210 GLESUP GLENCO SUPPLY INC.	TRANS.UTILITY O/E: Signs	24-03520	End of Year Sign Order	8,972.00	0.00	
4-06-55-502-000-213 PAYBY005 PAYBYPHONE US, INC.	TRANS.UTILITY O/E: Mobile App Fees	25-00109	INVPBPUS1393 12/24 Trans Fees	309.15	0.00	
4-06-55-502-000-216 KINTINC KINTECH, INC. GANNE005 GANNETT NEW YORK/NEW JERSEY	TRANS.UTILITY O/E: Ads	24-03212 24-03557	SRTS PIC Nov 2024 Mailers SRTS PIC Meeting Notice Ad	199.10 73.92 <u>273.02</u>	0.00 0.00	
4-06-55-502-000-220 NJNATU N.J. NATURAL GAS CO.	TRANS.UTILITY O/E: Utilities	25-00026	#22-0022-3490-85 11/11-12/13	52.40	0.00	
4-06-55-502-000-227 GUARD010 GUARDIAN PEST CONTROL GUARD010 GUARDIAN PEST CONTROL	TRANS.UTILITY O/E: Contractual Services	24-03613 24-03614	SERVICES RENDERED SEPT & OCT SERVICES RENDERED OCT & NOV	80.00 80.00 <u>160.00</u>	0.00 0.00	
Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:				14,664.72		
Department Total: UTILITY OE				14,664.72		
4-06-55-507-000-101 TMASSO T & M ASSOCIATES JCCON J.C. CONTRACTING, INC.	CAPITAL OUTLAY: BANGS & PROSPECT	22-02806 24-02252	SAFE ROUTES TO TRANSIT PROSPECT & BANGS IMPROVEMENTS	256.38 4,769.20 <u>5,025.58</u>	0.00 0.00	B B
4-06-55-507-000-102 FIOPAV FIORE PAVING CO., INC.	CAPITAL OUTLAY: BIKEWAYS ASBURY AVE.	24-02387	ASBURY AVE BIKEWAY IMPROVEMENT	54,148.43	0.00	B
Extd Total:				59,174.01		
Department Total:				59,174.01		
CAFR Total:				73,838.73		
Fund Total: TRANSPORTATION UTILITY: BUDGET:				73,838.73		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
4-07-55-502-000-205 SUPER015 SUPERIOR CENTRAL BOILER	SEWER UTILITY O/E: Repairs	24-03502	Boiler maintenance	1,020.00	0.00	
4-07-55-502-000-211 JCPL JCPL	SEWER UTILITY O/E: Light & Power	25-00027	Various Accounts 11/25-12/25	3,799.99	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-07-55-502-000-211 NJAMER N.J. AMERICAN WATER CO.	SEWER UTILITY O/E: Light & Power Continued	25-00042	Various Accounts 12/5-1/6	268.93 4,068.92	0.00	
4-07-55-502-000-218 SEWER005 SEWER RAT TRENCHLESS SOLUTIONS GUARD010 GUARDIAN PEST CONTROL GUARD010 GUARDIAN PEST CONTROL KEPSPR KEPWEL SPRING WATER	SEWER UTILITY O/E: Contract Services Emergency video & cleaning SERVICES RENDERED SEPT & OCT SERVICES RENDERED OCT & NOV ACCT #117290 DECEMBER 2024	24-03143 24-03613 24-03614 25-00060		2,500.00 80.00 80.00 12.00 2,672.00	0.00 0.00 0.00 0.00	
4-07-55-502-000-231 NJNATU N.J. NATURAL GAS CO.	SEWER UTILITY O/E: Lab Supplies Various Accounts 11/11-12/13	24-03636		9,868.97	0.00	
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				17,629.89		
Department Total: UTILITY OE				17,629.89		
4-07-55-506-000-901 ASBLLC ASBURY PARTNERS, LLC	ASB.PARTNER-SEWER ASSESS. 4TH QTR. 2024 ODOR CONTROL	25-00017		110.34	0.00	
Extd Total:				110.34		
Department Total:				110.34		
CAFR Total:				17,740.23		
Fund Total: SEWER UTILITY: BUDGET:				17,740.23		
Year Total:				578,567.42		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
5-01-20-100-000-209 CGPHL005 CGP&H, LLC	ADMINISTRATION Professional Services INVOICE #52583 HOUSING REHAB	25-00146		950.00	0.00	
5-01-20-100-000-251 JCLEV005 JCL EVENTS LLC PARWAR PARTY FAIR OF OAKHURST INC	ADMINISTRATION Comm. & Cultural Affairs Stools for Comedy Show 1/16 Balloons for Comedy Show 1/16	25-00050 25-00092		288.00 96.64 384.64	0.00 0.00	
Extd Total: ADMINISTRATION				1,334.64		
Department Total: ADMINISTRATION				1,334.64		
Department:	MUNIC CLERK					
Extd:	MUNICIPAL CLERK					
5-01-20-120-000-212 NJLEAMUN NJ LEAGUE OF MUNICIPALITIES NJCONF NJ CONFERENCE OF MAYOR'S	MUNICIPAL CLERK Dues,Licenses 2025 Membership Dues 2025 Annual Membership Dues	25-00184 #88485 25-00185		1,264.00 650.00 1,914.00	0.00 0.00	
5-01-20-120-000-217 THECOA THE NEW COASTER, LLC	MUNICIPAL CLERK Ads&Promotion INV #9708 ORD 2024-32 ADOPTION	25-00121		24.61	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-01-20-120-000-238	MUNICIPAL CLERK Contractua					
MUNINC Munidex Inc.		25-00118	#992783 VITAL STATISTICS 2025	698.00	0.00	
GRALLC GRANICUS, LLC		25-00119	INVOICE #195546 JANUARY 2025	793.42	0.00	
				1,491.42		
	Extd Total: MUNICIPAL CLERK			3,430.03		
	Department Total: MUNIC CLERK			3,430.03		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
5-01-20-130-000-202	FINANCE Office Supplies					
WBMASON W.B.MASON CO., INC.		25-00024	Finance Supplies	300.81	0.00	
5-01-20-130-000-205	FINANCE Ads					
GANNE005 GANNETT NEW YORK/NEW JERSEY		25-00056	RFQ MUNICIPAL GRANT WRITER	81.64	0.00	
GANNE005 GANNETT NEW YORK/NEW JERSEY		25-00057	BID FIRST AVE ROADWAY IMPROVE-	98.36	0.00	
THECOA THE NEW COASTER, LLC		25-00145	BID - 1ST AVE ROADWAY IMPROVE.	54.99	0.00	
				234.99		
5-01-20-130-000-206	FINANCE Copier					
MUNCAP MUNICIPAL CAPITAL CORPORATION		25-00046	#40115602 Payment #17 of 60	2,561.08	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		25-00047	#40057114 Payment #58 of 60	1,561.45	0.00	
ATLTOM ATLANTIC TOMORROWS OFFICE		25-00049	#124806 - 1/1/25-12/31/25	934.00	0.00	
				5,056.53		
5-01-20-130-000-209	FINANCE Fees					
GREFIN GREATAMERICA FINANCIAL SVCS.		25-00029	Invoices #37961758 & 38186746	679.00	0.00	
5-01-20-130-000-212	FINANCE Dues,Subscript.					
GFOA G.F.O.A. OF NJ		25-00161	2025 Dues Renewal J. Boos	100.00	0.00	
GOVPUR GOVERNMENTAL PURCHASING ASS'N		25-00174	2025 MEMBERSHIP DUES T LIZARDI	100.00	0.00	
REGASO REGISTRARS' ASSOCIATION OF NJ		25-00176	INV#13516 LIZARDI, TRACY 2025	25.00	0.00	
GFOA G.F.O.A. OF NJ		25-00177	2025 MEMBERSHIP DUES T LIZARDI	100.00	0.00	
MONTAX01 MONMOUTH & OCEAN COUNTIES TAX		25-00178	2025 MEMBERSHIP DUES T LIZARDI	80.00	0.00	
TCTAMEM TCTANJ MEMBER SERVICES		25-00179	2025 MEMBERSHIP DUES T LIZARDI	100.00	0.00	
SOUTH020 SOUTHERN NEW JERSEY NIGP		25-00180	2025 MEMBERSHIP DUES T LIZARDI	75.00	0.00	
				580.00		
	Extd Total: FINANCIAL ADMINISTRATION			6,851.33		
	Department Total: FINANCE			6,851.33		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
5-01-20-145-000-202	TAX REV ADMIN Office Supplies					
GREFIN GREATAMERICA FINANCIAL SVCS.		25-00062	INV #38201104 JANUARY 2025	389.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			389.00		
	Department Total: TAX REV ADMIN			389.00		
	CAFR Total:			12,005.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Planning Department						
Extd: Planning Department						
5-01-21-179-000-207 PLANNING DEPT. Training/Cert.						
NJPLAN	THE NJ PLANNING OFFICIALS, INC.	25-00090	INV #082026093 2025 MEMBERSHIP	370.00	0.00	
AMEPLA	AMERICAN PLANNING ASSOCIATION	25-00093	Michele Alonso AICP 2025 DUES	674.00	0.00	
AMEPLA	AMERICAN PLANNING ASSOCIATION	25-00150	Astorino 2025 conference reg	785.00	0.00	
				1,829.00		
Extd Total: Planning Department				1,829.00		
Department Total: Planning Department				1,829.00		
CAFR Total:				1,829.00		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
5-01-22-200-000-205 CONST CODE Dues/Subscriptions						
MUNELE	MUNIC.ELECTRICAL INSPECT.ASSOC	25-00094	2025 DUES ANTHONY POLISANO	60.00	0.00	
NJSTPL	NJ STATE PLUMBING INSPECTORS	25-00095	2025 DUES PHILIP PRICE	75.00	0.00	
CONPER	MON. OCEAN TECHNICAL ASSISTANT	25-00138	2025 CLARE/SULLIVAN DUES	60.00	0.00	
				195.00		
Extd Total: CONSTRUCTION CODE OFFICIAL				195.00		
Department Total: CONST CODE				195.00		
CAFR Total:				195.00		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
5-01-23-210-000-209 LIABILITY INSURANCE Fees						
NJINT	NJ INTERGOVERNMENTAL INS. FUND	25-00142	1st Installment Liab. Ins.	324,911.25	0.00	
Extd Total: LIABILITY INSURANCE				324,911.25		
Department Total: LIAB INSURANCE				324,911.25		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
5-01-23-215-000-209 WORKER'S COMPENSATION Fees						
NJINT	NJ INTERGOVERNMENTAL INS. FUND	25-00142	1st Installment Liab. Ins.	108,303.75	0.00	
Extd Total: WORKER'S COMPENSATION				108,303.75		
Department Total: WORKERS COMP				108,303.75		
CAFR Total:				433,215.00		
Department: POLICE						
Extd: POLICE DEPARTMENT						
5-01-25-240-000-203 POLICE Motor Vehicle						
EASTC	EAST COAST EMERGENCY LIGHTING,	25-00006	PD VEHICLE SPOT LIGHTS NEEDED	518.10	0.00	
Extd Total: POLICE DEPARTMENT				518.10		
Department Total: POLICE				518.10		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FIRE DEPT. Extd: FIRE DEPARTMENT						
5-01-25-265-000-212	FIRE DEPT. Dues,Licenses,Subscriptions					
MONFIR	M.C. FIRE PREVENTION AND	25-00124	2025 RENEWAL K. KEDDY/ T.GATES	60.00	0.00	
5-01-25-265-000-270	FIRE DEPT. Pest Control					
WESPES	WESTERN PEST SERVICES	25-00120	INVOICE#9403598 - JANUARY 2025	140.19	0.00	
Extd Total: FIRE DEPARTMENT				200.19		
Department Total: FIRE DEPT.				200.19		
CAFR Total:				718.29		
Department: STREETS & ROAD Extd: STREETS & ROADS MAINTENANCE						
5-01-26-290-000-202	STREETS & ROAD Office Supplies					
SEANS005	SEAN SANDIFER	25-00135	Reimbursement for damaged	40.49	0.00	
5-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
FREFOR	FREEHOLD FORD	25-00002	PD VEHICLE #69 SEAT BELT	93.00	0.00	
CHEVAL	CHERRY VALLEY TRACTOR SALES	25-00008	DOOR REPAIR PARTS KUBOTA #602	32.22	0.00	
THEHOS	THE HOSE SHOP, INC.	25-00010	VARIOUS PARTS NEEDED BLANKET	464.20	0.00	B
				589.42		
5-01-26-290-000-205	STREETS & ROAD Snowstorm Expenses					
JOHGUI	JOHN GUIRE SUPPLY	25-00003	SNOW PLOW CONTROLS NEEDED	2,936.10	0.00	
5-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
PUBWOR	PUBLIC WORKS ASSOCIATION OF NJ	25-00068	2025 Membership dues	135.00	0.00	
QUENC005	QUENCH USA, INC.	25-00088	#INV08339537 JANUARY 2025	39.95	0.00	
OPTIMUM	OPTIMUM	25-00111	12/15/24 - 1/14/25 Beach & DPW	52.72	0.00	
NJCLEAN	NJ CLEAN COMMUNITIES COUNCIL	25-00136	Conference Mar. 5-7, 2025	770.00	0.00	
MUNELE	MUNIC.ELECTRICAL INSPECT.ASSOC	25-00137	2025 MEMBERSHIP DUES M. LUCAS	60.00	0.00	
KEVIN005	KEVIN BANKS	25-00140	boot reimbursement 2025	151.98	0.00	
JAMES015	JAMES FARLEY	25-00141	boot reimbursement 2025	145.99	0.00	
				1,355.64		
Extd Total: STREETS & ROADS MAINTENANCE				4,921.65		
Department Total: STREETS & ROAD				4,921.65		
Department: SOLID WASTE Extd: SOLID WASTE COLLECTION						
5-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	25-00164	#3198360 JANUARY 2025	75,833.33	0.00	
Extd Total: SOLID WASTE COLLECTION				75,833.33		
Department Total: SOLID WASTE				75,833.33		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
5-01-26-310-000-218	BUILDING & GND Contract.Serv.					
SCHLE	SCHINDLER ELEVATOR CORP.	25-00072	#8106797719 1ST QTR ELEVATOR	497.33	0.00	
	Extd Total: BUILDINGS & GROUNDS			497.33		
	Department Total: BUILDING & GND			497.33		
	CAFR Total:			81,252.31		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
5-01-27-345-000-213	SOCIAL SERVICES Client Assistance					
COSTCO	COSTCO WHOLESALE	25-00091	Water and Sundries 1/8/25	194.74	0.00	
	Extd Total: SOCIAL SERVICES:			194.74		
	Department Total: PUBLIC ASST			194.74		
	CAFR Total:			194.74		
Department: TELEPHONE						
Extd: TELEPHONE						
5-01-31-440-000-299	TELEPHONE Misc.					
VERZON	VERIZON BUSINESS	25-00036	#152-069-551-0001-78 1/4-2/3	124.99	0.00	
MONINT	MONMOUTH INTERNET CORPORATION	25-00059	INVOICE #357694-M JAN 2025	4,207.97	0.00	
ATLLC	AT&T MOBILITY LLC	25-00175	#DRX122024 - Data Usage	1,871.46	0.00	
				6,204.42		
	Extd Total: TELEPHONE			6,204.42		
	Department Total: TELEPHONE			6,204.42		
	CAFR Total:			6,204.42		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
5-01-55-001-000-001	School Taxes Payable					
ASBBOA	ASBURY PARK BOARD OF EDUCATION	25-00039	January 2025 School Tax	2,264,108.00	0.00	
5-01-55-001-000-002	County Taxes Payable					
COUMON	COUNTY OF MONMOUTH	25-00181	1st Qtr 2025 County Taxes	1,555,821.56	0.00	
5-01-55-001-000-006	CTY.TAXES ADDED/OMITTED					
COUMON	COUNTY OF MONMOUTH	25-00016	Added/Omitted County Taxes	60,153.11	0.00	
5-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK	US BANK OPERATIONS CTR.	25-00045	4th Q RAB Pilot Due to Trustee	934,157.03	0.00	
	Extd Total: TAXES PAYABLE:			4,814,239.70		
	Department Total: TAXES PAYABLE:			4,814,239.70		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			4,814,239.70		
	Fund Total: CURRENT			5,349,853.46		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
5-06-55-502-000-217	TRANS.UTILITY O/E: Equipment					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	25-00047	#40057114 Payment #58 of 60	161.68	0.00	
5-06-55-502-000-221	TRANS.UTILITY O/E: Other Fees & Permits					
NJFIR005	NJ FIRE & SECURITY ALARM CO.	25-00032	Invoice I-2117 12 Months	660.00	0.00	
5-06-55-502-000-227	TRANS.UTILITY O/E: Contractual Services					
ATLTOM	ATLANTIC TOMORROWS OFFICE	25-00049	#124806 - 1/1/25-12/31/25	506.91	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			1,328.59		
	Department Total: UTILITY OE			1,328.59		
	CAFR Total:			1,328.59		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			1,328.59		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
5-07-55-502-000-209	SEWER UTILITY O/E: Fees					
NJEIT	NJ ENVIRON.INFRA.TRUST	25-00015	NJEIT-Principal/interest/Admin	9,742.50	0.00	
5-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	25-00047	#40057114 Payment #58 of 60	82.58	0.00	
UNIVAR	UNIVAR SOLUTIONS USA, INC.	25-00064	INVOICE #52692759 JANUARY 2025	6,362.54	0.00	
CERID005	CERIDA INVESTMENT CORP.	25-00074	#127-41537 JANUARY 2025	164.43	0.00	
				6,609.55		
5-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER	N.J. AMERICAN WATER CO.	25-00083	Usage data 4000297267 JAN '25	403.34	0.00	
5-07-55-502-000-259	SEWER UTILITY O/E: Pmt.of Bond Principal					
NJEIT	NJ ENVIRON.INFRA.TRUST	25-00015	NJEIT-Principal/interest/Admin	222,644.79	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			239,400.18		
	Department Total: UTILITY OE			239,400.18		
Department: SEWER ACCTS.PAYABLE						
Extd: SEWER ACCTS.PAYABLE						
5-07-55-526-000-000	SEWER ACCTS.PAYABLE					
TRAUS	TRANE U.S. INC.	23-00454	HEAT AIR HANDLERS	6,327.00	0.00	B
CDMSM005	CDM SMITH INC.	23-03150	WWTP PHASE I DESIGN SERVICES	172,693.50	0.00	B
				179,020.50		
	Extd Total: SEWER ACCTS.PAYABLE			179,020.50		
	Department Total: SEWER ACCTS.PAYABLE			179,020.50		

Attachment: Bill List 1-29-25 (2025-73 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
5-07-55-599-000-299	ACCRUED INTEREST ON BONDS & NOTES					
NJEIT	NJ ENVIRON.INFRA.TRUST	25-00015	NJEIT-Principal/interest/Admin	28,625.32	0.00	
	Extd Total:			28,625.32		
	Department Total:			28,625.32		
	CAFR Total:			447,046.00		
	Fund Total: SEWER UTILITY: BUDGET:			447,046.00		
	Year Total:			5,798,228.05		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Ord. 2017-2 Various Capital Improvements					
C-04-55-998-169-007	Section 20 Soft Costs					
DILW0005	DILWORTH PAXSON, LLP	24-03637	2024 Bond Sale Costs	2,112.25	0.00	
ACAFGI	ACACIA FINANCIAL GROUP, INC.	24-03639	2024 Bond Sale Costs	5,507.84	0.00	
				<u>7,620.09</u>		
	Extd Total: Ord. 2017-2 Various Capital Improvements			7,620.09		
Extd:	Odr. 2018-57 Acq.Prop./Const. of FH					
C-04-55-998-176-001	Section 20 Costs					
SHOPOI	SHORE POINT ARCHITECTURE,PA	21-01208	ENGINEERING SERVICES NEW FIRE	8,600.00	0.00	B
TMASSO	T & M ASSOCIATES	23-01422	FIRE HEADQUARTERS CONSTRUCTION	43,300.39	0.00	B
KEYTEC	KEY-TECH	23-03066	TESTING & INSPECTION CONTRACT	450.00	0.00	B
TMASSO	T & M ASSOCIATES	24-00322	LSRP SERVICES FD HEADQUARTERS	346.00	0.00	B
DILW0005	DILWORTH PAXSON, LLP	25-00031	BAN Sale Fee August 27, 2024	4,800.00	0.00	
HILLW005	HILL WALLACK LLP	25-00033	Invoice 788482 General Matters	52.50	0.00	
				<u>57,548.89</u>		
C-04-55-998-176-002	Purchase of Prop./Const. of Firehouse					
WALLA005	WALLACE BROS, INC.	23-02172	FIRE DEPARTMENT HEADQUARTERS	1,318,797.85	0.00	B
	Extd Total: Odr. 2018-57 Acq.Prop./Const. of FH			1,376,346.74		
Extd:	Bond Ord. 2022-16 2022 Var. Cap. Improv.					
C-04-55-998-183-001	Section 20 Costs					
DILW0005	DILWORTH PAXSON, LLP	24-03637	2024 Bond Sale Costs	3,922.75	0.00	
ACAFGI	ACACIA FINANCIAL GROUP, INC.	24-03639	2024 Bond Sale Costs	6,992.16	0.00	
				<u>10,914.91</u>		
	Extd Total: Bond Ord. 2022-16 2022 Var. Cap. Improv.			10,914.91		
Extd:	Ord. 2024-26 Various Veh. & Cap. Equip.					
C-04-55-998-186-004	Vehicles & Equipment Police					
STARAD	STALKER RADAR	24-02946	#2089280 CHEVY TAHOE RADARS	11,896.00	0.00	
	Extd Total: Ord. 2024-26 Various Veh. & Cap. Equip.			11,896.00		
	Department Total:			1,406,777.74		
	CAFR Total:			1,406,777.74		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			1,406,777.74		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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.	5,137.26	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			5,137.26		
	Department Total: Ord. 2020-8 Memorial Drive Paving			5,137.26		
Department: Ord. 2024-20 1st Ave. Road Improvements						
Extd: Ord. 2024-20 1st Ave. Road Improvements						
C-09-17-911-000-901	Section 20 Costs					
TMASSO	T & M ASSOCIATES	24-02201	FIRST AVE ROADWAY IMPROVEMENTS	70,039.70	0.00	B
	Extd Total: Ord. 2024-20 1st Ave. Road Improvements			70,039.70		
	Department Total: Ord. 2024-20 1st Ave. Road Improvements			70,039.70		
	CAFR Total:			75,176.96		
	Fund Total: PARKING CAPITAL			75,176.96		
	Year Total:			1,481,954.70		
Fund: GRANT FUND BUDGET:						
G-02-43-874-017-200	Recycling Tonnage Grant					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-02839	2025 Calendar Printing	3,721.75	0.00	
	Extd Total:			3,721.75		
	Department Total:			3,721.75		
G-02-43-932-020-200	Recycling Tonnage Grant					
KINTINC	KINTECH, INC.	24-02868	Fulfilment 2025 Calendar	141.80	0.00	
	Extd Total:			141.80		
	Department Total:			141.80		
G-02-43-938-020-200	Safe Streets to Schools					
NV5IN005	NV5, INC.	24-03657	INV421603 Srvc's Thru 11/23/24	25,469.15	0.00	
	Extd Total:			25,469.15		
	Department Total:			25,469.15		
G-02-43-956-022-214	NJ DOT Asbury Ave. Bikeway Project					
TMASSO	T & M ASSOCIATES	23-03019	ASBURY AVE BIKEWAY IMPROVEMENT	1,387.50	0.00	B
G-02-43-956-022-217	Opioid Settlement Funds					
THERA005	THERAMANAGER, LLC	24-03404	Database Fees 11/2024 -10/2025	1,085.00	0.00	B

January 21, 2025
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-956-022-217 TMOBIL T-MOBILE	Opiod Settlement Funds	25-00028	Continued #990733363 11/21/24-12/20/24	64.11 1,149.11	0.00	
	Extd Total:			2,536.61		
	Department Total:			2,536.61		
G-02-43-972-023-200 CITLON CITY OF LONG BRANCH TOWNEP TOWNSHIP OF NEPTUNE	Justice Assistance Grant	24-03660	Allocation of 2023 JAG Grant	13,720.00	0.00	
		24-03662	2023 JAG Reimbursement	13,845.00	0.00	
				27,565.00		
	Extd Total:			27,565.00		
	Department Total:			27,565.00		
G-02-43-973-023-200 TMASSO T & M ASSOCIATES	Stormwater Assistance Grant	24-01731	NJDEP STORMWATER SYSTEM	7,492.50	0.00	B
	Extd Total:			7,492.50		
	Department Total:			7,492.50		
G-02-43-974-023-200 WHATS005 WHAT'S YOUR EXIT LLC dba THEBA005 THE BAKED BEAR NEWH005 NEW HOUR ASBUR030 ASBURY PARK BREWERY, LLC LOCAL005 LOCALS ART SPACE A NJ OLDGL005 OLD GLORY TATTOO CO. PULPA005 PULP ASBURY, LLC WOLFE005 WOLFE & KRON CORPORATION	UEZ Micro-Business Lease Assistance	24-01761	LEASE SUBSIDY BLANKET	394.60	0.00	B
		24-01822	LEASE GRANT 6 PMNTS @ \$458.03	458.03	0.00	B
		24-01995	BLANKET - 6 PMNTS @\$200 PER	200.00	0.00	B
		24-01996	BLANKET 6 PMNTS @\$500 EA.	500.00	0.00	B
		24-02010	BLANKET - 6 PMNTS @\$180 EA	180.00	0.00	B
		24-02770	LEASE SUBSIDY BLANKET	219.00	0.00	B
		24-02933	\$1205.40 BLANKET-LEASE SUBSIDY	200.90	0.00	B
		24-03097	BLANKET FOR LEASE SUB \$1867.20	311.20	0.00	B
				2,463.73		
	Extd Total:			2,463.73		
	Department Total:			2,463.73		
G-02-43-982-024-200 ACTIO015 ACTION UNIFORM CO. LLC	Redevelopers Contribution	24-03625	New Hire SLEO 1 uniforms	408.00	0.00	
	Extd Total:			408.00		
	Department Total:			408.00		
G-02-43-984-024-201 TMASSO T & M ASSOCIATES TMASSO T & M ASSOCIATES VULCA005 VULCAN CONSTRUCTION GROUP INC.	Municipal Share	24-02759	BOARDWALK RESTROOMS PROJECT	7,940.50	0.00	B
		24-02760	BOARDWALK DECKING REPLACEMENT	25,830.25	0.00	B
		24-03085	BOARDWALK DECKING REMOVAL AND	382,200.00	0.00	B
				415,970.75		
	Extd Total:			415,970.75		
	Department Total:			415,970.75		
	CAFR Total:			485,769.29		
	Fund Total: GRANT FUND BUDGET:			485,769.29		
	Year Total:			485,769.29		

Attachment: Bill List 1-29-25 (2025-73 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
SPCA	MONMOUTH COUNTY SPCA	24-03596	#2025660 OCT & TNR SERVICES	225.00	0.00	
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	25-00112	Dog Report December 2024	1.20	0.00	
				226.20		
	Extd Total:			226.20		
	Department Total:			226.20		
	CAFR Total:			226.20		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			226.20		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-001	2023 Administration					
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-03631	Public Notice 12/18/24	5.66	0.00	
T-17-82-850-850-003	2023 Community Events					
AMAZO005	AMAZON.COM SERVICES	24-03565	Garland for tree lighting	29.99	0.00	
	Extd Total: 2023 CDBG 23-MC-34-0100			35.65		
	Department Total:			35.65		
	CAFR Total:			35.65		
Extd:	2024 CDBG 24-MC-83-850-850-000					
T-17-83-850-850-001	2024 Administration					
GANNE005	GANNETT NEW YORK/NEW JERSEY	24-03631	Public Notice 12/18/24	122.62	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	25-00052	Fliers for Comedy Show 1/16	202.00	0.00	
				324.62		
	Extd Total: 2024 CDBG 24-MC-83-850-850-000			324.62		
	Department Total:			324.62		
	CAFR Total:			324.62		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			360.27		
Fund:	CHILD WELFARE:					
T-18-56-850-000-801	Reserve for Expenditures					
COSTCO	COSTCO WHOLESALE	24-03634	Purchase of items for children	856.03	0.00	
	Extd Total:			856.03		
	Department Total:			856.03		
	CAFR Total:			856.03		
	Fund Total: CHILD WELFARE:			856.03		
Fund:	TRUST OTHER					
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ					
DEPCHIFA	DEPT.OF CHILDREN & FAMILIES	25-00110	Marriage Report Quarter 4	550.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-854-801	Reserve for Marriage Licenses Due StofNJ Continued					
DEPCHIFA DEPT.OF CHILDREN & FAMILIES	25-00114 2024 Domestic prtnrsh report			25.00	0.00	
				575.00		
	Extd Total:			575.00		
T-20-56-850-860-801	Reserve for Unemployment Compensation					
NJLABO NJ DEPT.OF LABOR:DIV.OF EMPLOY	24-03651 4th Q 2023 Unemployment			47,757.41	0.00	
	Extd Total:			47,757.41		
T-20-56-850-868-801	Reserve for P.O.A.A.					
JAMBUT JAMES N. BUTLER, JR.	25-00086 prosecutor parking session			500.00	0.00	
	Extd Total:			500.00		
Extd:	5 YR EMERGENCY					
T-20-56-850-875-801	Reserve for DCA Training Fees					
NJDEPC NJ DEPT. OF COMMUNITY AFFAIRS	25-00162 4th QTR TRAINING FEES			10,671.00	0.00	
	Extd Total: 5 YR EMERGENCY			10,671.00		
	Department Total:			59,503.41		
	CAFR Total:			59,503.41		
	Fund Total: TRUST OTHER			59,503.41		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-169-000-299	1201 BRIDGE ST.(PETER GAYLORD)					
CLACAN CLARKE CATON HINTZ PC	24-03612 ZB SVS NOVEMBER 2024			225.00	0.00	
	Extd Total:			225.00		
	Department Total:			225.00		
T-21-00-255-000-299	1201 SPRINGWOOD AVE(INTERFAITH NEIGHBOR)					
INSENG INSITE ENGINEERING, LLC	25-00173 PB 193058			150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-538-000-299	1411 MEMORIAL DR(THOMAS CALTABILOTA,LLC)					
LEONS010 LEON S. AVAKIAN, INC.	24-03601 PB SVS ENG LEON S. AVAKIAN			3,591.25	0.00	
	Extd Total:			3,591.25		
	Department Total:			3,591.25		
T-21-00-545-000-299	900-904 SPRINGWOOD(MEMORIAL AVE HOLDING)					
LEONS010 LEON S. AVAKIAN, INC.	25-00127 PB PROF SVS			720.00	0.00	
	Extd Total:			720.00		
	Department Total:			720.00		

Attachment: Bill List 1-29-25 (2025-73 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-550-000-299 CLACAN CLARKE CATON	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP) HINTZ PC	24-03644	PB & ZB PROF SVS	2,109.00	0.00	
	Extd Total:			2,109.00		
	Department Total:			2,109.00		
T-21-00-551-000-299 CLACAN CLARKE CATON	700 MONROE AVE(MONROE AVENUE REALTY, LLC) HINTZ PC	24-03644	PB & ZB PROF SVS	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-556-000-299 CLACAN CLARKE CATON	300 6TH AVENUE(JAMES DUNN) HINTZ PC	24-03644	PB & ZB PROF SVS	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-573-000-299 CLACAN CLARKE CATON	205 KINGSLEY/205 SUNSET(PHM SUNSET SQ.) HINTZ PC	24-03586	PB ENG SVS Avakian	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-577-000-299 JACSER JACK A. SERPICO	201 MEMORIAL/900 MATTISON(CONCRETE PROP) 25-00128	PB LEGAL SVS		850.00	0.00	
	Extd Total:			850.00		
	Department Total:			850.00		
T-21-00-593-000-299 CLACAN CLARKE CATON	BLOCK 4306(ASBURY PARTNERS, LLC) HINTZ PC	24-03586	PB ENG SVS Avakian	5,235.00	0.00	
	Extd Total:			5,235.00		
	Department Total:			5,235.00		
T-21-00-612-000-299 CLACAN CLARKE CATON	1206-1210 SPRINGWOOD(INTERFAITH NEIGH.) HINTZ PC	24-03644	PB & ZB PROF SVS	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-617-000-299 CLACAN CLARKE CATON	1118 SUMMERFIELD AVE(MSA ARCHITECTS PRO) HINTZ PC	24-03612	ZB SVS NOVEMBER 2024	450.00	0.00	
	Extd Total:			450.00		
	Department Total:			450.00		
T-21-00-621-000-299 CLACAN CLARKE CATON	637-701 LAKE AVE(DOUGLAS DEVELOPMENT CO) HINTZ PC	24-03644	PB & ZB PROF SVS	1,479.00	0.00	
	Extd Total:			1,479.00		
	Department Total:			1,479.00		

Attachment: Bill List 1-29-25 (2025-73 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-626-000-299 LEONS010 LEON S. AVAKIAN, INC.	108 THIRD AVENUE(ASBURY PARTNERS, LLC)	24-03601	PB SVS ENG LEON S. AVAKIAN	1,630.00	0.00	
	Extd Total:			1,630.00		
	Department Total:			1,630.00		
T-21-00-627-000-299 CLACAN CLARKE CATON HINTZ PC	110 FIRST AVENUE(ASBURY PARTNERS, LLC)	24-03644	PB & ZB PROF SVS	320.25	0.00	
	Extd Total:			320.25		
	Department Total:			320.25		
T-21-00-630-000-299 CLACAN CLARKE CATON HINTZ PC	1103 DRUMMOND AVENUE(H. PETER LAMMERS)	24-03644	PB & ZB PROF SVS	1,950.00	0.00	
	Extd Total:			1,950.00		
	Department Total:			1,950.00		
T-21-00-632-000-299 CLACAN CLARKE CATON HINTZ PC	AP TRANGLE2(BLOCK 3801)(ASBURY PARTNERS)	24-03644	PB & ZB PROF SVS	5,586.57	0.00	
	Extd Total:			5,586.57		
	Department Total:			5,586.57		
T-21-00-635-000-299 CLACAN CLARKE CATON HINTZ PC	BLOCK 3802(ASBURY PARTNERS, LLC)	24-03644	PB & ZB PROF SVS	491.25	0.00	
	Extd Total:			491.25		
	Department Total:			491.25		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			25,312.32		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			25,312.32		
Fund:	ISTAR-2 ESCROW FUND:					
T-42-56-850-850-802 MARFAL MARAZITI FALCON, LLP	ISTAR-2 ESCROW - Miscellaneous	24-03638	PROFESSIONAL SERVICES RENDERED	8,160.01	0.00	
	Extd Total:			8,160.01		
	Department Total:			8,160.01		
	CAFR Total:			8,160.01		
	Fund Total: ISTAR-2 ESCROW FUND:			8,160.01		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	711&607 Mattison/545 Lake/550 Cookm(APB)	25-00037	Invoice 6516 Council General	191.10	0.00	
T-48-56-850-000-836 MARFAL MARAZITI FALCON, LLP	1401 OCEAN(1401 OCEAN/BERKELEY HOTEL)	25-00182	PROFESSIONAL SERVICES RENDERED	650.00	0.00	
T-48-56-850-000-842 MARFAL MARAZITI FALCON, LLP	ISTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)	24-03589	PROFESSIONAL SERVICES RENDERED	162.50	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-850 MARFAL MARAZITI FALCON, LLP	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)	24-03589	PROFESSIONAL SERVICES RENDERED	585.00	0.00	
T-48-56-850-000-868 MARFAL MARAZITI FALCON, LLP	201 2ND AVE(209-213 FOURTH AVE,LLC)	24-03589	PROFESSIONAL SERVICES RENDERED	2,036.60	0.00	
T-48-56-850-000-869 MARFAL MARAZITI FALCON, LLP	212-214 2ND AVENUE(BLOCK 3901 QOZF,LLC)	24-03589	PROFESSIONAL SERVICES RENDERED	552.50	0.00	
T-48-56-850-000-870 MARFAL MARAZITI FALCON, LLP	BLOCK 4306(ASBURY PARTNERS, LLC) DELTA	24-03589	PROFESSIONAL SERVICES RENDERED	1,917.50	0.00	
ACAFGI ACACIA FINANCIAL GROUP, INC.		24-03616	KHOV Delta Project Escrow	462.50	0.00	
				2,380.00		
T-48-56-850-000-872 HILLW005 HILL WALLACK LLP	614 COOKMAN(REC.STUDIO)(614 COOKMAN,LLC)	24-03665	November Invoices	35.00	0.00	
T-48-56-850-000-874 TMASSO T & M ASSOCIATES	MM BOARDWALK(MADISON MARQUETTE,LLC)	24-03647	SE476640 MM Boardwalk Fund	778.50	0.00	
TMASSO T & M ASSOCIATES		25-00188	SE477998 MM Boardwalk Fund	3,503.25	0.00	
				4,281.75		
T-48-56-850-000-883 MARFAL MARAZITI FALCON, LLP	BLK 4004 108 3RD AVENUE(ASBURY PARTNERS)	24-03589	PROFESSIONAL SERVICES RENDERED	1,474.11	0.00	
	Extd Total:			12,348.56		
	Department Total:			12,348.56		
	CAFR Total:			12,348.56		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			12,348.56		
Fund: CITY OF ASBURY PARK MAM ESCROWS						
T-50-56-850-000-809 TMASSO T & M ASSOCIATES	HUSKER/SPRINGSTEEN(TCS LOUISIANA PROD.5)	24-03648	SE476642 Husker Movie Coord.	1,643.50	0.00	
TMASSO T & M ASSOCIATES		25-00189	SE477999 Husker Movie Coord.	1,124.50	0.00	
				2,768.00		
	Extd Total:			2,768.00		
	Department Total:			2,768.00		
	CAFR Total:			2,768.00		
	Fund Total: CITY OF ASBURY PARK MAM ESCROWS			2,768.00		
	Year Total:			109,534.80		
Total Charged Lines: 744 Total List Amount: 8,454,054.26 Total Void Amount:				0.00		

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	4-01	466,179.12	0.00	0.00	466,179.12
BEACH	4-05	20,809.34	0.00	0.00	20,809.34
TRANSPORTATION UTILITY: BUDGET:	4-06	73,838.73	0.00	0.00	73,838.73
SEWER UTILITY: BUDGET:	4-07	<u>17,740.23</u>	<u>0.00</u>	<u>0.00</u>	<u>17,740.23</u>
Year Total:		578,567.42	0.00	0.00	578,567.42
CURRENT	5-01	5,349,853.46	0.00	0.00	5,349,853.46
TRANSPORTATION UTILITY: BUDGET:	5-06	1,328.59	0.00	0.00	1,328.59
SEWER UTILITY: BUDGET:	5-07	<u>447,046.00</u>	<u>0.00</u>	<u>0.00</u>	<u>447,046.00</u>
Year Total:		5,798,228.05	0.00	0.00	5,798,228.05
GENERAL CAPITAL FUND BUDGET:	C-04	1,406,777.74	0.00	0.00	1,406,777.74
PARKING CAPITAL	C-09	<u>75,176.96</u>	<u>0.00</u>	<u>0.00</u>	<u>75,176.96</u>
Year Total:		1,481,954.70	0.00	0.00	1,481,954.70
GRANT FUND BUDGET:	G-02	485,769.29	0.00	0.00	485,769.29
ANIMAL CONTROL FUND BUDGET:	T-12	226.20	0.00	0.00	226.20
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	360.27	0.00	0.00	360.27
CHILD WELFARE:	T-18	856.03	0.00	0.00	856.03
TRUST OTHER	T-20	59,503.41	0.00	0.00	59,503.41
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	25,312.32	0.00	0.00	25,312.32
ISTAR-2 ESCROW FUND:	T-42	8,160.01	0.00	0.00	8,160.01
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	12,348.56	0.00	0.00	12,348.56
CITY OF ASBURY PARK MAM ESCROWS	T-50	<u>2,768.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,768.00</u>
Year Total:		109,534.80	0.00	0.00	109,534.80
Total of All Funds:		<u>8,454,054.26</u>	<u>0.00</u>	<u>0.00</u>	<u>8,454,054.26</u>

January 29, 2025 Meeting

Balance Brought Forward from Total List Amount	\$ 8,454,054.26
AT&T (24-03633)	\$ 1,827.77
702-704 5th Avenue Apts. LLC (24-03581)	\$ 13,067.44
Nairobi Nelson (25-00009)	\$ 2,200.00
Depository Turust Co. (25-00012)	\$ 13,927,999.98
NJSHBP (25-00018)	\$ 652,932.80
PMA Management Corp. (25-00013)	\$ 162,571.13
Treas. State of NJ/727 Fund NJDEP (25-00014)	\$ 21,055.09
US Bank Operations (25-00055)	\$ 58,250.00
CMRS-FP (25-00151)	\$ 2,500.00
Porta at Asbury (25-00051)	\$ 550.00
NJ Motor Vehicle Commission (25-00168)	\$ 60.00
Total:	<u><u>\$ 23,297,068.47</u></u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-74

Increase to temporary budget prior to budget adoption.



RESOLUTION NO. 2025-74

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

RESOLUTION AMENDING TEMPORARY BUDGET APPROPRIATIONS FOR 2025 BUDGET

WHEREAS, N.J.S.A 40A:4-20 provides that the Governing Body by a 2/3 vote of the full membership thereof may make emergency temporary appropriations for any purpose for which appropriation may lawfully be made for the period between the beginning of the current fiscal year and the final adoption of the budget for the said year; and

WHEREAS, the previously adopted temporary budget did not provide sufficient funds for the operational costs prior to the final adoption of the 2025 budget.

Sewer Utility Fund:	From	To
Prior Years Bills	\$-0-	\$75,000.00
Current Fund:		
Data Processing OE	95,091.00	132,091.00

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the following Emergency Temporary Appropriation for the year 2025 be adopted and a certified copy of this resolution be provided to the City's Chief Financial Officer and the Director of Division of Local Government Services, Department of Community Affairs, State of New Jersey.

I, LISA ESPOSITO, 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. 2025-74 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-75

Property that has exceeded its useful life and no longer serves the need of the City that will be placed at Municipal Auction.



RESOLUTION NO. 2025-75

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

RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY

WHEREAS, the City of Asbury Park has property that have exceeded their useful life and no longer serve the needs of the City of Asbury Park; and

WHEREAS, it is the desire of the Mayor and City Council to declare the property as surplus as follows as attached to this Resolution:

WHEREAS, the equipment and vehicles will be auctioned on [MUNICIBID.com](https://www.municibid.com).

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park do hereby authorize the disposition of the equipment and vehicles listed as they are no longer needed for municipal purposes and is hereby considered surplus.

I, LISA ESPOSITO, 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. 2025-75 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK

Printers & Faxes (All were working when last used however those were over a year ago)

IBM Wheel Writer 2 Typewriter
 Lexmark MS810DN Printer
 2x Brother Intellifax 4100E Fax Machines

4-x Oki 43459404 Black
 Oki 43459302 Magenta
 Oki 43459303 Cyan
 2x Oki 43459301 Yellow

TN-221Y (4 Pack) 2017
 002111111111TN-221M (4 Pack) 2017

Phones & Tablets

iPhone SE 2 64GB Black
 Samsung Galaxy S8 (Cracked Bottom Left of Screen)
 Samsung Galaxy A50 Verizon / Unlocked
 iPhone 7 32GB Black
 iPhone SE 2 64GB Black
 iPad mini 2nd 32GB Space Gray
 iPad mini 2nd 32GB Space Gray (Crack on screen)
 Nokia - Lumia 822 4G LTE Mobile Phone
 Kyocera DuraXV LTE E4610

Printers & Toner

C252HA Yellow
 C252HA Magenta
 Ricoh M847-77 Yellow
 Ricoh M847-77 Cyan
 Ricoh C220 Waste Bottle
 HP D2460
 HP Deskjet 340

Misc.

American Mailing Machine FPI 2320 (Poor Condition)
 Lot of various IP Phones (Polycom, Cisco, Yealink)
 2x APC Back-UPS BE350G
 Havis Docking Stations
 Microboards QD-DVD-125 1 to 5 DVD/CD Copier with 16x/48x Speed

2-Way Radio Equipment

1-Motorola L3276A Tone remote adaptor
 1-Telex IP223 Ethernet Remote Panel
 6-WPLN4114AR IMPRES radio battery charger
 4-NTN7160A HT1000 Charger with power supply
 3-NMN6191C
 9-NMN6191C
 3-PMMN4045 Remote Speaker Microphone
 1-CDM 750 Low Band
 Astron Power Supply Model SS-25CDM

1-CDM750 UHF
 Astron Power Supply Model SL15CDM
 8X XTL1500 Motorola Mobile Radios

Computers & Laptops

Dell Precision 3420 (4 Units)
 Optiplex 990
 Optiplex 7020
 Dell Latitude E6220
 Dell Monitors 24-Inch (17 Units)
 HP Monitors 20 Inch (2 Units)
 ViewSonic 27 Inch Monitor (1 Unit)
 ThinkCentre 720S (3 Units)
 Ergotron 1222046 Monitor Stand
 IDEMIA FingerPrint Scanning Machine

- Monitor
- FP Reader
- Stand
- Signature Pad

Networking Equipment

Cisco 3560 48-Port POE Switch
 2x EtherWAN EX78931
 IPS 33148PF

Audio / Video

2X PTZ POE Cameras (UNK BRAND)
 2x Fixed POE Cameras (UNK BRAND)
 2x Axis PTZ Cameras
 Box of Panasonic DachCams w/ Accessories (Approx 10X)

- AG-CK10P Camera
- TXSOSE0009V12
- WJ-VR30

42" Plasma Flat Panel Color TV

Recreation Equipment

Pool Table
 Ping Pong Table

Vehicles

Ford Crown Victoria
 Buick Lesabre 2003
 2005 Dodge RAM 1500 (Engine Issues)
 2013 Yamaha Viking (Engine Issues)
 2014 INTERNATIONAL 3000 BUS

All items are in working order unless otherwise noted. All computers have Hard Drives removed.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-76

Resolution authorizing the purchase and installation of a play structure and safety surface for the Participatory Budget Sunset Park Project in the amount of \$114,691.06 from MRC utilizing Capital Funds under NJ state Contract #16-FLEET-00121 and ESCNJ Co-Op contract #24/25-01.



RESOLUTION NO. 2025-76

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

RESOLUTION AUTHORIZING THE ACQUISITION AND INSTALLATION OF A PLAY STRUCTURE FOR THE PARTICIPATORY BUDGET SUNSET PARK PROJECT

WHEREAS, the City received a quote, from MRC for the acquisition and installation of a play structure and safety surface located at Sunset Park attached hereto and incorporated herein by reference; and

WHEREAS, the City has obtained the attached quote:

- MRC in the amount of \$111,625.06; ESCNJ Contract #20/21-06
- MRC in the amount of \$3,066.00; NJ State Contract #16-FLEET-00121

WHEREAS, the City is desirous of authorizing the acquisition and installation of a play structure and safety surface to the MRC in the total amount of \$114,691.06; and

WHEREAS, the Mayor is hereby authorized to sign paperwork for the purchase and installation of a play structure and safety surface from MRC; and

WHEREAS, The Chief Financial Officer has certified that funds are available in account number C-04-55-998-184-003. 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, County of Monmouth and State of New Jersey that the City of Asbury Park authorizes the acquisition and installation of a play structure and safety surface at Sunset Park as part of the Participatory Budget Project in the total amount of \$114,691.06 and a copy of this Resolution shall be provided to the Deputy Director of DPW, Acting City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, 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. 2025-76 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Email: MRC@GAMETIME.COM
Web: www.mrcrc.com

01/03/2025
Quote #
116587-01-01

NJ Asbury Park City of Sunset Park - VistaTwist Tower 3

Asbury Park City of
Attn: Tracy Lizardi
1 Municipal Plaza
Asbury Park, NJ 07712
United States
Phone: 732-775-2100 Ext. 5729
Fax: 732-775-0441
Tracy.lizardi@cityofasburypark.com

Ship to Zip 07712

Quantity	Part #	Description	
1	4858	GameTime - Access Playcurb-W/Adap	
23	4862	GameTime - 12" Playground Border	
1	6678SP	GameTime - VistaTwist Tower 3	
1	INSTALL	GameTime - Installation by a Certified GameTime Installer	
			Total \$111,625.06

Comments

ESCNJ Contract #ESCNJ 24/25-01

Shipping to Asbury Park, NJ.

No safety surfacing is included.

Sales tax is not included.

RS/ja

CHOOSE YOUR COLOR SCHEME: IT IS VERY IMPORTANT THAT YOU CHOOSE A COLOR SCHEME FOR YOUR MODULAR PLAYGROUND UNIT AT TIME OF ORDER. PLEASE SELECT FROM ONE OF THE MANY "PLAY PALETTES" LISTED IN THE BACK OF THE GAMETIME CATALOG OR ON OUR WEBSITE: www.gametime.com. INDICATE YOUR SELECTION BELOW. **GAMETIME PLAY PALETTE:**

NOTE: COLOR SELECTION FOR ALL OTHER EQUIPMENT SHOULD BE ENTERED IN THE SPACE PROVIDED UNDER THAT SPECIFIC ITEM.

Attachment: MRC - PB SUNSET PARK PLAY STRUCTURE (2025-76 : Authorizing the Purchase and Installation of PB Play Structure at Sunset



MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Email: MRC@GAMETIME.COM
Web: www.mrcrc.com

01/03/2025
Quote #
116587-01-01

NJ Asbury Park City of Sunset Park - VistaTwist Tower 3

This quotation is subject to policies in the current MANUFACTURER'S CATALOG and the following terms and conditions.

Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to MRC Inc. Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation unless otherwise stated above. Payment terms: Purchase order made payable to MRC, Inc. 75% due Net 30 days after ship and 25% Balance due upon completion of project for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

TAXES: State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 14-16 weeks after MRC's receipt and acceptance of your PURCHASE ORDER, signed quotation and color selections. Please note some products may require longer lead times. Consult with your Sales Representative for any extra lead time that may apply to your order.

RECEIPT OF GOODS: Customer is responsible for unloading and uncrating equipment from truck. Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment.

INSTALLATION: *Installation by a Gametime Certified Installer.*

- Installation assumes a flat, dirt surface with no grading preparation required.
- Gametime's installer is not responsible for any site preparation, and/or grading.
- Customer is responsible for calling **888-DIG-SAFE** a minimum of 72 hours before installation is to begin.
- Direct access is required for large construction vehicles.
- All work is to be done in one move.
- All excavated material is to remain on site.
- Customer is responsible for accepting delivery, storage of equipment and transporting equipment from storage to the site, if storage is other than installation site.
- Customer will be responsible for unloading the truck and disposal of packaging.
- The installation of the safety surfacing and/or border timbers is not included in the above price.
- Unforeseen subsurface obstructions may incur additional charges.

EXCLUSIONS: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; installation; installation tools/equipment; safety surfacing; borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide color selections, PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.



MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Email: MRC@GAMETIME.COM
Web: www.mrcrc.com

01/03/2025
Quote #
116587-01-01

NJ Asbury Park City of Sunset Park - VistaTwist Tower 3

Acceptance of quotation: (ALL INFORMATION REQUIRED)

Accepted By (printed): _____ P.O. No: _____
Signature: _____ Date: _____
Title: _____ Phone: _____
Email: _____ Facsimilie: _____

Purchase Amount: **\$111,625.06**

Order Information: (ALL INFORMATION REQUIRED)

Bill To: _____ Ship To: _____
Bill To Contact: _____ Ship To Contact: _____
Bill To Email: _____ Ship To Email: _____
Bill To Phone: _____ Ship To Phone: (Office): _____
(Cell): _____
Bill to Address: _____ Ship To Address: _____
Bill To City, State, Zip: _____ Ship To City, State, Zip: _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

Attachment: MRC - PB SUNSET PARK PLAY STRUCTURE (2025-76 : Authorizing the Purchase and Installation of PB Play Structure at Sunset



MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Email: MRC@GAMETIME.COM
Web: www.mrcrc.com

01/03/2025
Quote #
116587-02-01

NJ Asbury Park City of Sunset Park - VistaTwist Tower 3 - Surfacing

Asbury Park City of
Attn: Tracy Lizardi
1 Municipal Plaza
Asbury Park, NJ 07712
United States
Phone: 732-775-2100 Ext. 5729
Fax: 732-775-0441
Tracy.lizardi@cityofasburypark.com

Ship to Zip 07712

Quantity	Part #	Description	
1	EWf	GT-Impax - Supply & Free Install of 29 CY of Wood Mulch (576 SF @ 12" thick)	
			Total \$3,066.00

Comments

NJ State Contract #16-FLEET-00121

Shipping to Asbury Park, NJ.

Sales tax is not included.

RS/ja

NOTE: Customer must be on site at time of delivery. No Geotextile fabric or landscape ties included in above price.

This quotation is subject to policies in the current GAMETIME PARK & PLAYGROUND CATALOG and the following terms and conditions.

Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to **MRC, Inc.** Kindly issue one order for the equipment and a separate order for surfacing and/or equipment installation services. Customer is responsible for any required permits and fees pertaining to such permits.

PRICING / PAYMENT: Pricing f.o.b. factory, firm for 30 days from date of quotation. Payment terms: Purchase order payable to **MRC, Inc.** Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. **TAXES:** State and local taxes, if applicable, will be added at time of invoicing unless a tax exempt certificate is provided at the time of order entry.

FREIGHT/SHIPMENT: Freight charges: Prepaid and added at time of invoicing. Shipment: order shall ship within 12-16 weeks after MRC's receipt and acceptance of your PURCHASE ORDER and signed quotation.

RECEIPT OF GOODS: Customer must be on-site at time of wood fiber delivery. Direct access to the site is required for a tractor-trailer to deliver the wood fiber.

EXCLUSIONS: unless specifically included, this quotation excludes all site work and landscaping; removal of existing safety surfacing; storage of wood fiber prior to installation; installation; installation tools/equipment; filter cloth, borders and drainage provisions.

TO ORDER: Please complete the acceptance portion of this quotation and provide your PURCHASE ORDER and other key information requested. Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.



MRC
PO Box 106
Spring Lake, NJ 07762
Ph: 732-458-1111
Email: MRC@GAMETIME.COM
Web: www.mrcrc.com

01/03/2025
Quote #
116587-02-01

NJ Asbury Park City of Sunset Park - VistaTwist Tower 3 - Surfacing

Acceptance of quotation: (ALL INFORMATION REQUIRED)

Accepted By (printed): _____ P.O. No: _____

Signature: _____ Date: _____

Title: _____ Phone: _____

Email: _____ Facsimilie: _____

Purchase Amount: **\$3,066.00**

Order Information: (ALL INFORMATION REQUIRED)

Bill To: _____ Ship To: _____

Bill To Contact: _____ Ship To Contact: _____

Bill To Email: _____ Ship To Email: _____

Bill To Phone: _____ Ship To Phone: (Office): _____

(Cell): _____

Bill to Address: _____ Ship To Address: _____

Bill To City, State, Zip: _____ Ship To City, State, Zip: _____

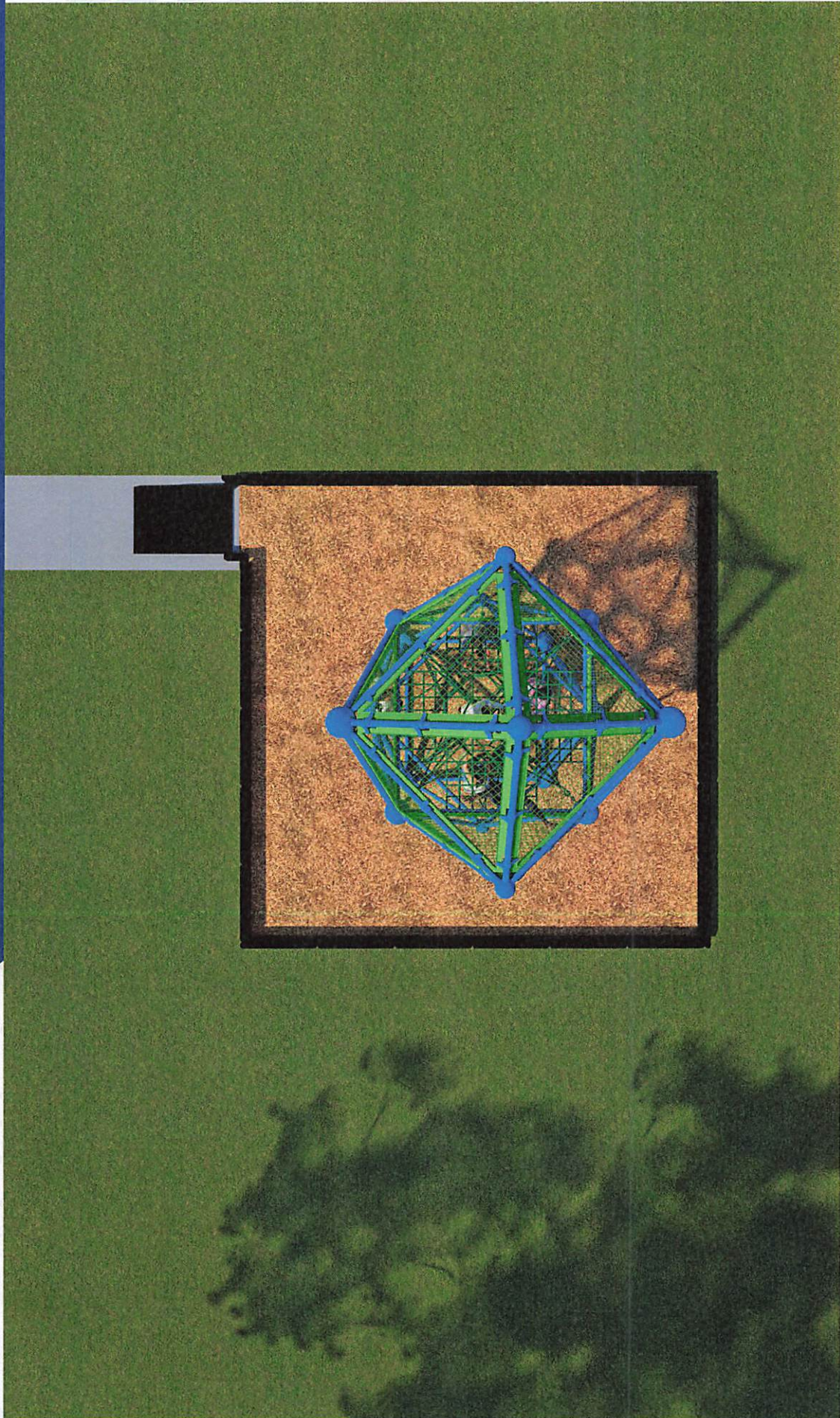
SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Attachment: MRC - PB SUNSET PARK PLAY STRUCTURE (2025-76 : Authorizing the Purchase and Installation of PB Play Structure at Sunset



Sunset Park - VistaTwist Tower 3 - Asbury Park, NJ

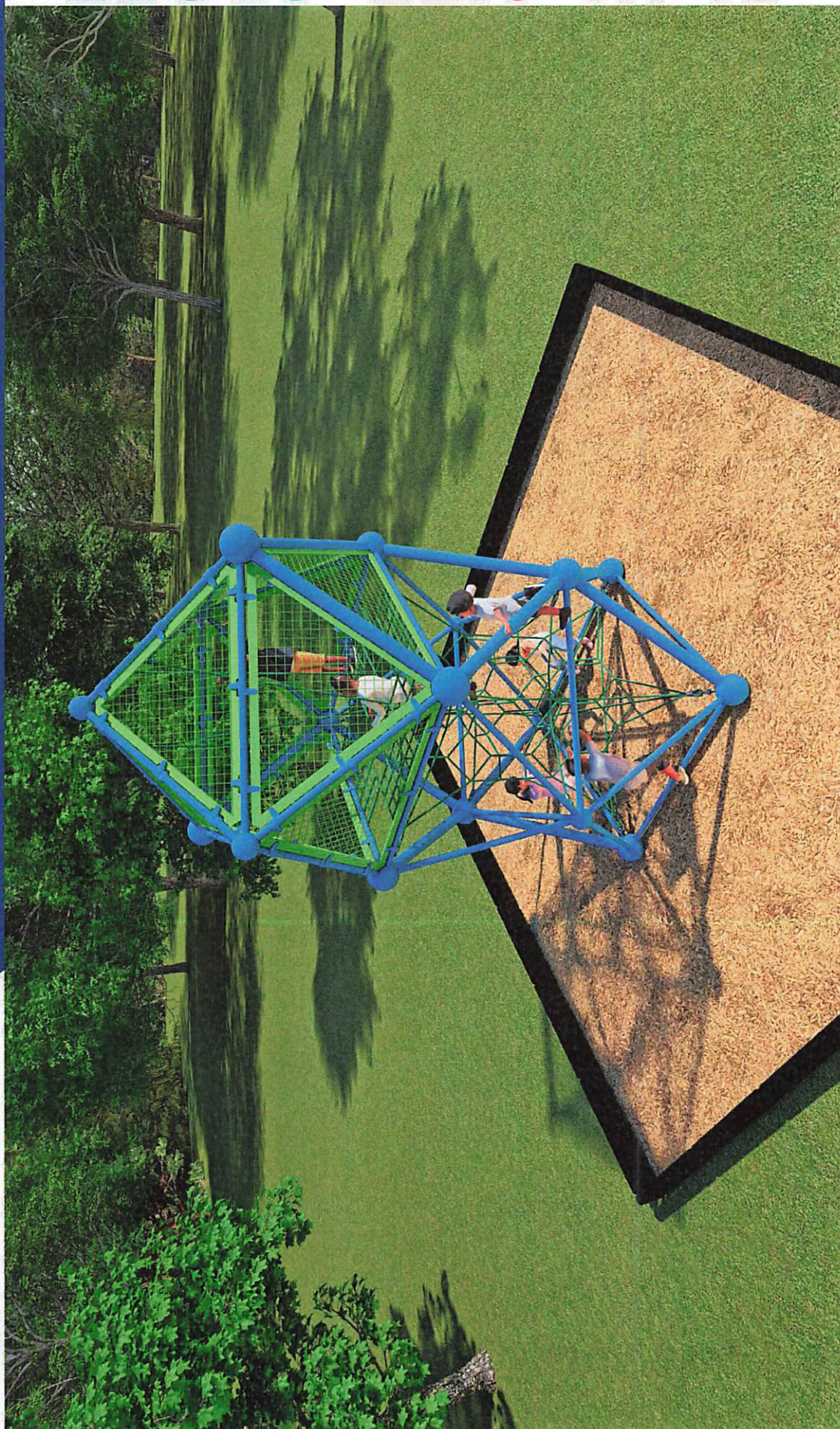


PLAY. SITE. SPORT.

3.D.4.b



Sunset Park - VistaTwist Tower 3 - Asbury Park, NJ



PLAY. SITE. SPORT.

3.D.4.b

Attachment: MRC - PB SUNSET PARK PLAY STRUCTURE (2025-76 : Authorizing the Purchase and Installation of PB Play Structure at Sunset

PLAY. SITE. SPORT.



Sunset Park - VistaTwist Tower 3 - Asbury Park, NJ



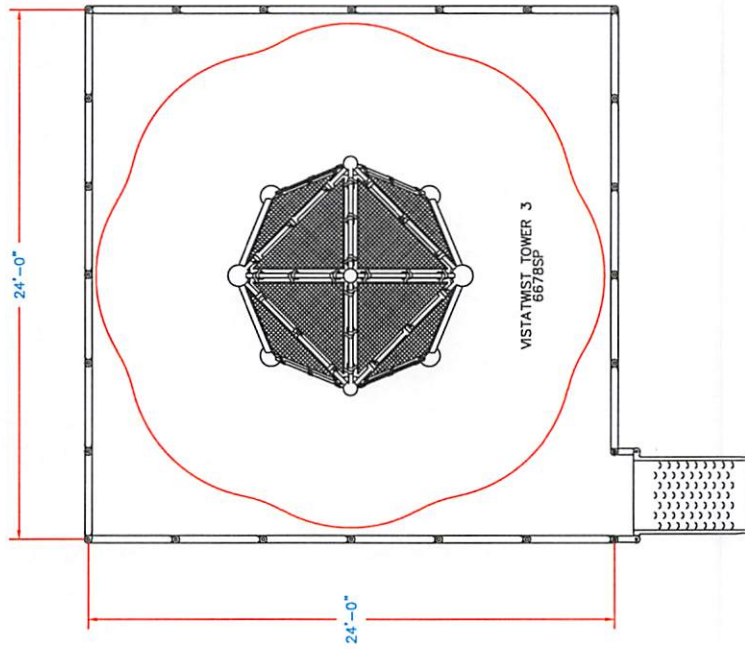
play. site. sport.



Sunset Park - VistaTwist Tower 3 - Asbury Park, NJ



PLAY. SITE. SPORT.



GameTime
AFACORP Company
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



SUNSET PARK VISTATWIST TOWER 3
ASBURY PARK, NJ
Representative
MRC

This play
equipment is
recommended
for children ages
5-12

Minimum Area Required
24' x 24'
Scale: 1" = 5'-0"
This drawing can be
scaled only when in
an 11" x 17" format

IMPORTANT: Soft resilient surfacing
should be placed in the use zones of all
equipment, as specified for each type of
equipment, as determined by the U.S.
critical fall heights as specified by the U.S.
consumer Product Safety Commission,
ASTM standard F 1487 and Canadian
Standard CAN/CSA-Z614

Drawn By:
ja
Date:
12.27.24
Drawing Name:
VISTATWIST



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-77

Authorizing the purchase and installation of three new Automated License Plate Reader (ALPR) for the Police Department utilizing the JAG Grant and Trust Funds totaling \$36,736.50. Monmouth County Sheriff's Office and Information and Technology Unit has confirmed that the ALPR system software they recognize is Leonardo/Elsag.



RESOLUTION NO. 2025-77

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

RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF THREE AUTOMATED LICENSE PLATE READER (ALPR) FOR THE POLICE DEPARTMENT

WHEREAS, the City has a need to purchase and install three Automated License Plate Reader (ALPR) for the Police Department; and

WHEREAS, the City has solicited quotes from Leonardo, Flock Safety and Motorola Solutions; and

WHEREAS, the City of Asbury Park outsources dispatch services to the Monmouth County Sheriff's Office and all ALPR are linked to the Monmouth County system; and

WHEREAS, the Monmouth County Sheriff's Office and Information and Technology Unit has confirmed that the only ALPR system software they recognize is Elsas ALPR; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to Leonardo in an amount of \$36,736.50; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts G-02-43-972-023-200 and T-13-56-850-000-801. 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 and installation of three new ALPR for the Police Department the amount of \$36,736.50 and a copy of this Resolution shall be provided to the City Manager, CFO, Chief of Police, and Director of Purchasing.

I, LISA ESPOSITO, 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. 2025-77 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



**Proud manufacturer of the ELSAG
portfolio of ALPR/ANPR solutions.**

Leonardo US Cyber and Security Solutions, LLC

Formerly Selex ES Inc. and Selex ES, LLC

4221 Tudor Lane, Greensboro, NC 27410

Tel: 1.877.773.5724 Fax: 1.336.379.7164

EIN: 98-0353098

SAM UEI: U2TTM1K22189

DUNS: 079386308

QUOTE

Prepared By: Stephanie Pluchino stephanie.pluchino@leonardocompany-us.com

Phone: (845) 490-1381

Please include the quote number on your purchase orders and email them to orders@leonardocompany-us.com for processing

Quote#: 28569.1

Quote Date: 3/11/2024

Funding Source:

Quote Expiry Date: 3/3/2025

Grant Details:

Rate Sheet: Base Price

Payment Method:

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Leonardo US agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro
Make checks payable to Leonardo US Cyber and Security Solutions, LLC or Leonardo US C&SS, LLC.

Contracts: No Contract Used

Comments: Street Sentry To Own Upfront. Includes Cradle point Modem - Customer to provide SIM card.
Includes onsite ELSAG tech for first time installation. Poles not included.
Data will report to MCSO EOC server.
First year warranty included with purchase. Quote includes three year extended warranty (optional)

Bill To:	Asbury Park Police Department - NJ 1 Municipal Plaza #1 Asbury Park, NJ 07712 United States	Ship To:	Asbury Park Police Department - NJ 1 Municipal Plaza #1 Asbury Park, NJ 07712
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Product Qty	Product/Service	Unit Price	Amount
3	413343 - Router - CradlePoint IBR 900 Style	\$1,450.00	\$4,350.00
3	413344 - Power Adapter for Cradlepoint Style Router	\$112.50	\$337.50
3	140718 - Street Sentry Hardware Only Purchase - North	\$6,500.00	\$19,500.00
3	422049 - Street Sentry FCU Model North	\$0.00	\$0.00
3	422035-SS - Assembly for Cellular Router - Street Sentry	\$0.00	\$0.00

Product Qty	Product/Service	Unit Price	Amount
3	510521 - VPH License Street Sentry Perpetual	\$800.00	\$2,400.00
9	520001-SS - Street Sentry 1 YR Ext Hardware Warranty	\$550.00	\$4,950.00
3	422081 - Street Sentry Cam - 70 FT, 740nm	\$0.00	\$0.00
3	422071 - Side of Pole Mount Kit - SS	\$355.00	\$1,065.00
3	422058 - Street Sentry Conduit Kit 1/2"	\$128.00	\$384.00
3	210003-SS - Street Sentry Installation	\$1,250.00	\$3,750.00
3	510033-CSC - Car System Version 6.X - EOC Connected	\$0.00	\$0.00
	What EOC will the customer be connecting to?: MCSO		
	Protocol: US/Mexico		
	Delivery: Standard		
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items		\$0.00
	Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$36,736.50
Upfront	Goods & Services Sub-total (Pre-tax):		\$36,736.50
Tax	Tax Exempt		\$0.00
Total	Goods & Services Total:		\$36,736.50

Attachment: ALPR QUOTES (2025-77 : Authorizing the Purchase and Installation of three ALPR for the Police Department)



Quote Offer Terms and Conditions

This Quote constitutes an Offer from Leonardo US Cyber and Security Solutions, LLC (Leonardo US C&SS) to Customer, the terms of which become a binding contract between the Parties upon Customer's submitting a Purchase Order to Leonardo US C&SS for the Products/Services and prices as identified herein. This Quote and the Prices stated herein shall be valid through the Expiration Date listed above. Quote Pricing is subject to change for the Customer Purchase Orders Issued after Quote Expiration Date.

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by an authorized representative (Senior VP and above) of Leonardo US C&SS. Leonardo US C&SS will not be bound by any terms of Customer's purchase order unless expressly agreed to in writing and signed by an authorized representative (Senior VP and above) of Leonardo US C&SS.

Shipment and Delivery. All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Leonardo US C&SS agrees not to ship Product until an Installation date is scheduled.

Title. Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of Leonardo US C&SS or its licensors. Refer to the Leonardo US C&SS Software License Agreement documentation provided with the shipment.

Payment Terms. Leonardo US C&SS shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

Taxes may not be reflected in this Quote. However, taxes may be added to the amount in the payment invoice(s) sent to Customer, unless Customer provides a certificate confirming tax exempt status.

Cancellation or Delay. Orders accepted by Leonardo US C&SS are subject to cancellation by Customer only upon the express written consent of Leonardo US C&SS. Upon such cancellation and consent, Leonardo US C&SS shall cease all work pertaining to the Customer's order, and Customer shall pay Leonardo US C&SS for all work and materials that have been committed to and/or identified in Customer's order plus a cancellation charge as prescribed by Leonardo US C&SS.

Warranty. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE LEONARDO US C&SS WARRANTY COVERAGE DOCUMENTATION, LEONARDO US C&SS INC. MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO THE PRODUCTS OR SERVICES.

Applicable Law. The terms of this Quote, their interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the state of North Carolina applicable to contracts entered into and wholly to be performed within said state. Any legal proceeding brought by either party pursuant to this Agreement shall be brought in a County or District Court located in Guilford County, North Carolina and the parties irrevocably consent to the jurisdiction of such courts.

FORCE MAJEURE. Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

COMPLIANCE WITH LAWS. Customer shall comply with all federal, state, local, and territorial laws, including without limitation any export control, employment, tax, anti-corruption, anti-bribery, privacy and data protection, immigration and anti-discrimination laws, and shall indemnify Leonardo US C&SS for any liability incurred by Leonardo US C&SS as a result of breach of any such obligation.

EXPORT COMPLIANCE. This sale is subject to all laws, rules, regulations and public policies of the United States, particularly those relating to the exportation of goods from the United States and the transmission of technical data or other information outside the United States. By this purchase, Customer agrees to comply with all applicable U.S. laws and regulations which prohibit the export of technical data that originates in the U.S., or any product directly based on such data, without prior written authorization from appropriate U.S. agencies. Such compliance obligates Customer not to export Leonardo US C&SS's confidential information or make it available to aliens or any unauthorized personnel, and to indemnify Leonardo US C&SS for any liability incurred as a result of breach of such obligation.

Flock Safety + NJ - Asbury Park PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Christopher Ruiz Garay
chris.ruizgaray@flocksafety.com
5854894282

Created Date: 12/11/2024
Expiration Date: 01/31/2025
Quote Number: Q-116120
PO Number:

flock safety

flock safety

Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 1 Municipal Plz Asbury Park, New Jersey 07712

Ship To: 1 Municipal Plz Asbury Park, New Jersey 7712

Billing Company Name: NJ - Asbury Park PD

Subscription Term: 12 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 30 Days

Billing Phone:

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$24,500.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	7	Included
Flock Safety Platform Add Ons			
Extended Data Retention (3 Years)	Included	7	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	7	\$4,550.00

Subtotal Year 1: \$29,050.00

Annual Recurring Subtotal: \$24,500.00

Estimated Tax: \$0.00

Contract Total: \$29,050.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Attachment: ALPR QUOTES (2025-77 : Authorizing the Purchase and Installation of three ALPR for the Police Department)

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$29,050.00
Annual Recurring after Year 1	\$24,500.00
Contract Total	\$29,050.00

*Tax not included

Product and Services Description

FlockOS Features	Description
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Extended Data Retention (3 Years)	Extended data retention for three years for one Law Enforcement grade Falcon camera.

Michael Casey

From: Joseph Swansinger
Sent: Tuesday, December 3, 2024 2:22 PM
To: Michael Casey
Subject: FW: [EXTERNAL] Re: [EXTERNAL] Re: APPD

Original contact was made Oct 9th and then a secondary contact Oct 23. To this date I have had no responses from them

Very Respectfully
 P.O. Joseph Swansinger
Asbury Park Police Department
 One Municipal Plaza
 Asbury Park, NJ 07712
 Tel: (732) 502-4594
 Fax: (732) 502-5726
 Email: Joseph.Swansinger@CityofAsburyPark.com



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 If you have received this communication in error, please notify me immediately by replying to this message and deleting it and all copies and backups thereof. Thank you.

From: connor meagher <connor.meagher@motorolasolutions.com>
Sent: Wednesday, October 23, 2024 9:58 AM

Attachment: ALPR QUOTES (2025-77 : Authorizing the Purchase and Installation of three ALPR for the Police Department)

To: Joseph Swansinger <joseph.swansinger@cityofasburypark.com>

Subject: [EXTERNAL] Re: [EXTERNAL] Re: APPD

Good morning Joseph,

Just reached out to the rep internally that is on your lead and the rep should be reaching out to you soon,

Thank you very much for your time and patience,
Connor

On Wed, Oct 23, 2024 at 8:54 AM Joseph Swansinger <joseph.swansinger@cityofasburypark.com> wrote:

Good Morning Sir,

To this date I have not heard anything about a quote

Very Respectfully

P.O. Joseph Swansinger

Asbury Park Police Department

One Municipal Plaza

Asbury Park, NJ 07712

Tel: (732) 502-4594

Fax: (732) 502-5726

: Joseph.Swansinger@CityofAsburyPark.com



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 If you have received this communication in error, please notify me immediately by replying to this message and deleting it and all copies and backups thereof. Thank you.

From: connor meagher <connor.meagher@motorolasolutions.com>
 Sent: Wednesday, October 9, 2024 11:24 AM
 To: Joseph Swansinger <joseph.swansinger@cityofasburypark.com>
 Subject: [EXTERNAL] Re: APPD

Hello Joseph,

Thank you for getting back to me!

I sent your information to a product specialist in your region, and they will contact you as soon as possible to provide further assistance.

Feel free to utilize me as a resource if you have any questions in the meantime- I am happy to help!

Thank you,

Attachment: ALPR QUOTES (2025-77 : Authorizing the Purchase and Installation of three ALPR for the Police Department)

On Wed, Oct 9, 2024 at 10:01 AM Joseph Swansinger <joseph.swansinger@cityofasburypark.com> wrote:

- What is the purchasing department's name? Asbury Park Police Department
- Where is the department located? (city/state) Asbury Park/ NJ
- Best contact name, phone number, and department email address P.O. Joseph Swansinger #269
- Are you a local partner? If not, are you the end-user of the equipment or reselling? End User
- What Motorola products are you interested in? Approximately, how many units of equipment? 3 Stationary ALPR units
- Is the department currently working with a local partner or rep? If yes, who? We currently have ELSAG
- Has the department purchased from Motorola in the past? If so, what products are the department currently using? We have Motorola BWC and Incar cameras
- What are the department's body-worn/in-car camera requirements? Is the department interested in grant assistance? No
- Are there any challenges the department is facing with radios, body-worn/in-car cameras, or license plate readers? No

Very Respectfully

P.O. Joseph Swansinger

Asbury Park Police Department

One Municipal Plaza

Asbury Park, NJ 07712

Tel: (732) 502-4594

Fax: (732) 502-5726

: Joseph.Swansinger@CityofAsburyPark.com



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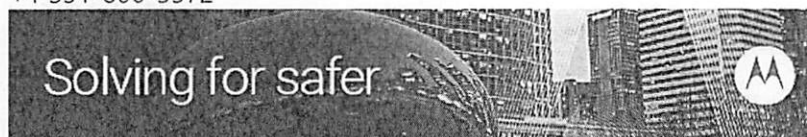
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--
Connor Meagher
 Marketing Lead Specialist
 Motorola Solutions, Inc.
 Email: connor.meagher@motorolasolutions.com
 +1 331-800-5572



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--
Connor Meagher
 Marketing Lead Specialist
 Motorola Solutions, Inc.
 Email: connor.meagher@motorolasolutions.com
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Attachment: ALPR QUOTES (2025-77 : Authorizing the Purchase and Installation of three ALPR for the Police Department)



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Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-78

Execute the contract for Superior Officers Association, Local No. 6 union.

**RESOLUTION NO. 2025-78**

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

**RESOLUTION RATIFYING THE SUPERIOR OFFICERS ASSOCIATION, LOCAL
NO. 6 OF THE PATROLMEN'S BENEVOLENT ASSOCIATION OF THE STATE OF
NEW JERSEY UNION CONTRACT**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park that the City Manager is hereby authorized to ratify and execute the contract for the Superior Officers Association, Local No. 6 of the Patrolmen's Benevolent Association of the State of New Jersey union contract.

I, LISA ESPOSITO, 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. 2025-78 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK

AGREEMENT
BETWEEN
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY
AND
SUPERIOR OFFICERS ASSOCIATION, LOCAL NO. 6
OF THE
PATROLMEN'S BENEVOLENT ASSOCIATION
OF THE
STATE OF NEW JERSEY

JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

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PREAMBLE

This Agreement, entered into this 1st day of January, 2025 by and between the CITY OF ASBURY PARK, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the SUPERIOR OFFICERS ASSOCIATION, LOCAL NO. 6, hereinafter call the "Association", represents the complete and final understanding of all bargainable issues between the City and the Association.

Attachment: Contract - SOA 2025 signed (2025-78 : Superior Officers Association, Local No. 6 Agreement 2025)

ARTICLE I – RECOGNITION

The City recognizes the Association for the purpose of collective negotiations as the exclusive representative of all sworn superior officers of the Police Department in the following categories: Sergeant, Detective Sergeant, Lieutenant, Detective Lieutenant, Captain, and Detective Captain.

Attachment: Contract - SOA 2025 signed (2025-78 : Superior Officers Association, Local No. 6 Agreement 2025)

ARTICLE II - MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the City of Asbury Park. Additionally, such powers of the City shall be limited by the Statutes of New Jersey governing public employee relations (PERC) and any amendments thereto enacted during the term of this Agreement.

C. No provision contained herein shall be construed to deny or restrict to any member or the City such rights as they may have under New Jersey Statutes or other applicable laws and regulations. The rights granted to the members hereunder shall in all cases be deemed to be in addition to those provided for elsewhere, providing that the same shall not supersede this Agreement where inconsistent therewith.

ARTICLE III - GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the City.
2. All Superior Officers covered by this agreement may also utilize this grievance procedure to appeal minor discipline. Minor discipline is hereinafter defined as five (5) days of suspension or the equivalent fine, or any lesser penalty.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving the grievances between the parties covered by this Agreement, with the exception of City initiated grievances which will proceed in accordance with Section D and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE

The aggrieved shall institute action under the provisions hereof within thirteen (13) calendar days after the event giving rise to the grievance has occurred or within thirteen (13) days after the discovery of the incident by the individual, Association or City, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. Failure to act except for good cause within the said thirteen (13) calendar days.

shall be deemed to constitute an abandonment of the grievance. The aforementioned thirteen (13) calendar days limitation may be extended upon presentation to the Chief of Police or the City Manager of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time. The Chief of Police or the City Manager shall render a decision within thirteen (13) days after the receipt of the grievance.

STEP TWO

If the grievance is not settled at the first step, the grievant may make written request for a Second Step meeting within thirteen (13) calendar days after the answer at the First Step, except that in disciplinary action grievances, the written request for a Second Step meeting shall be made within five (5) calendar days after the answer is received at the First Step. The Chief of Police or the City Manager shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. Said Second Step meeting shall be between the City Manager and Chief of Police with the Association representative and the Association attorney, if requested by the grievant. The City Manager's answer to the Second Step shall be delivered to the Association within thirteen (13) calendar days after the meeting.

STEP THREE

In the event the grievance is not resolved to the satisfaction of any of the parties herein referred to, it shall be taken to binding arbitration in the following manner:

Within thirteen (13) calendar days after the letter is sent under Step Two, the individual grievant, the Association or the City may request the New Jersey State Public Employment Relations Commission to appoint an arbitrator, who shall have full power to resolve the dispute between the parties, and their decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the City and the Association equally. The Arbitrator shall have no right to vary or modify the terms of this Agreement and shall render their decision within thirty (30) days of the close of the hearing.

ARTICLE IV - HOURS OF WORK AND OVERTIME

A. HOURS OF WORK

1. The schedule will consist of working four (4) consecutive ten (10) hour days and then having the next three (3) consecutive days off.
2. All members of the rank and file will be subject to the schedule change.
3. There will be three (3) shifts for patrol as defined by the Chief of Police, the highest-ranking officer or their designee. The shift schedules will be set on a yearly basis from January 1 through December 31 and determined based on the needs of the department.
4. Shift selection for the above listed shifts will be based on seniority (most senior to least senior). Each officer shall submit to the Chief of Police or his designee the Officer's first, second and third choices of shift assignment. This submission shall be no earlier than September 1st and no later than September 30th. The Chief of Police or their designee shall use reasonable efforts to assign Officers to their first shift choice. However, the Chief of Police or their designee shall reserve the right to assign Officers to another shift, if the Chief of Police or their designee, in their sole discretion deems such an assignment necessary for the efficient operation of the Police Department or in the event that an Officer's prior choices are fully staffed by more senior officers. These changes must be made no later than October 10.
5. Once shift assignments have been made, Officers shall then select their days off for their assigned shift. This will be based on shift seniority. Days off selection shall be submitted no later than October 15.
6. If a vacancy occurs after shift picks have been made, the Chief of Police or their designee shall have the sole discretion to assign a member of the SOA to fill the vacancy based on the needs of the Police Department.

B. OVERTIME

1. Overtime is herewith defined as that work performed by an employee which exceeds one-quarter (1/4) hour of the employee's tour of duty, or when said employee is recalled to duty on their day off or other than their tour of duty.

2. All Court appearances excepting any matter wherein a civilian is complaining of or has instituted suit against another civilian or civilians, in a matter pertaining to civil litigation, shall be construed to be work and the applicable provisions of this Article as to overtime pay and minimum recall time of two (2) hours shall apply to such Court appearances. In the event an employee is required to remain in Court longer than two (2) hours, they shall be compensated at the overtime rate for a minimum of four (4) hours, and if they are required to remain in Court longer than four (4) hours, they shall be compensated at the overtime rate for a minimum of six (6) hours. Records for Court attendance shall be prescribed, supplied and maintained by the City.

3. Compensation for overtime shall be paid to employees at the end of the usual pay period next succeeding that in which such overtime was worked when and wherever possible.

4. An employee may, elect to receive compensatory time off (at the rate of one and one-half (1 1/2) times the overtime worked) in lieu of overtime pay. However, an employee shall select an option and notify their superior of such election at the time the overtime is worked. Dependent on budget constraints, the City retains the right to provide compensatory time for overtime worked instead of overtime pay.

5. The Chief of Police, or their designee, may grant the request of any two (2) employees for permission to exchange tours or days off when, in the discretion of the Chief of Police, it is believed the same will not interfere with the normal operation of the Police Department.

6. Officers may transfer compensatory and/or sick time to another Officer in an emergency provided the receiving officer has exhausted all sick and other leave. The transfer of compensatory and/or sick time from one Officer to another will be subject to the approval of the Chief of Police.

7. The City agrees to comply with all provisions of the Fair Labor Standards Act.

8. Any employee recalled to duty on their day off or recalled, other than a continuance of their regular tour of duty, shall be guaranteed a minimum of two (2) hours at the overtime rate as herein provided.

9. Officers with the rank of Captain or Provisional Captain shall not be eligible for voluntary assignment of overtime shifts. However, overtime caused by outside employment or due to an emergency, as deemed necessary by the Chief of Police, shall be compensable in accordance with the provisions of this Article.

ARTICLE V - POLICE TRAINING

A. The City agrees to establish a professional training program for all police officers. Training sessions will be scheduled at reasonable times.

B. The City retains its managerial right to assign police officers to various training and specialty schools and related programs. It is, however, agreed that all officers shall participate in ten (10) hours of firearm training per annum and that all officers will have the opportunity to participate in training activities.

C. It is also recognized that officers with advanced training may participate in activities relating to special teams formed within the Department.

D. All Superior officers shall continue to be responsible for completing required training time. If the Superior Officer is required to do any mandatory training time outside of regular work hours, the officer shall receive compensatory time, but only after an initial ten (10) hours of training time has been completed per year. There shall be no compensation for the first ten (10) hours of training time per year as such compensation has previously been included in base pay. Consistent with the FLSA, compensation time for training time outside of an officer's regular hours of work shall be at time and one half and may only be taken when there is a full complement.

ARTICLE VI - HOLIDAYS

A. All bargaining unit members shall be compensated for fifteen (15) paid holidays per year. Holiday benefits shall be folded in and paid along with regular payroll and used for all calculation purposes.

B. Employees who are on unpaid leave or suspension shall not be eligible for holiday pay for the holidays during the period of suspension or unpaid leave.

ARTICLE VII - VACATIONS

A. Employees shall be entitled to annual paid vacation leave, credited at the beginning of each calendar year in anticipation of continued employment, based on their years of continuous service. Continuous service shall mean employment without interruption due to resignation, retirement or removal. The vacation year shall be January 1 to December 31. Vacations shall be earned for time worked and shall not accrue during leaves of absences, paid or unpaid, suspensions, or injury leave in excess of two (2) consecutive months. Vacation shall not accrue after an employee has resigned or retired even if their name is retained on the payroll until exhaustion of vacation or sick leave. Vacations shall be earned in the following manner, commencing on January 1st of the full calendar year (January to December) of employment stated in each category through the last day of the last year stated in each category:

One through four years	Thirteen (13) days
Five through nine years	Seventeen (17) days
Ten through fourteen years	Twenty (20) days
Fifteen through nineteen years	Twenty-three (23) days
Twenty years and thereafter	Twenty-seven (27) days

Employees hired and subsequently promoted into the bargaining unit on or after January 1, 2014 shall earn vacation in the following manner:

One through five years	Twelve (12) days
Five through nine years	Fourteen (14) days
Ten years and thereafter	Twenty (20) days

Vacation days are earned one (1) day per month for new employees through December 31st in the year in which they are hired. Vacation days are earned on a prorated basis for terminating employees.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the City, unless the City determines that it cannot be taken because of pressure of work. A Superior Officer, subject to the approval of the Chief of Police, may take vacation in segments, a minimum of one (1) week, but no more than three (3) such segments per year. Any unused vacation may, with the approval of the Chief of Police, or their designee, be carried forward into the next succeeding year only. Any unused vacation resulting from the pressure of work as determined by the City may be

carried forward into the next succeeding year only, and will be scheduled by the Chief of Police, or their designee, to be taken in the next succeeding year.

C. Anything herein before to the contrary notwithstanding, the Chief of Police, or their designee, shall determine and approve the dates and times of vacation to be taken by the employees. The Chief of Police, or their designee, shall determine and approve the dates and times of vacation to be taken by the employees. The Chief of Police, or their designee, shall, whenever possible or feasible, base the schedule of vacations to be taken by the said employees on a seniority basis.

D. Any employee wishing to exchange portions of their vacation with other employees on the same tour of duty will be permitted to do so at the discretion of the Chief of Police, or their designee.

E. Vacation shall not accrue after an employee has resigned or retired even if their name is retained on the payroll until exhaustion of vacation or sick leave.

F. Upon the death of an active employee, the employee's accrued but unused vacation leave shall be paid to the designated beneficiary.

ARTICLE VIII - PERSONAL LEAVE

A. Each employee shall be granted four (4) working days off per year, with pay, for the purpose of conducting matters of personal, business or emergency nature, and such time shall not be deducted from any other time. Except in the case of an emergency, twenty-four (24) hour notice must be given.

B. Terminating or retiring employees shall be granted personal leave on a prorated basis of one (1) day for three (3) months of service.

C. Personal leave shall not be carried into the next year, unless personal days during the year earned are denied by management when a request is made to take such personal leave.

ARTICLE IX - INJURY LEAVE

A. Whenever a permanent sworn Superior Officer is incapacitated from duty because of a physical injury sustained in the performance of their duty, they may receive their salary for a period not to exceed one (1) calendar year (12 consecutive months) from the date of the onset of the injury. Said salary payments shall include, and are not in addition to, any entitlement of the employee to a portion of their salary as benefits for temporary disability due under the Worker's Compensation Law.

An employee's medical condition shall be reviewed as often as needed and determined by the City's insurance administrators to determine if they are eligible to be continued on injury leave.

B. Injury leave may be granted only for an injury found to be approved and accepted as a compensable work-related injury which arose during and out of the course of employment. The use of injury leave is dependent upon a prior determination of compensability by the City's insurance administrators based upon the reports of authorized physicians. (See Subsection F).

C. In order to receive payment under this Article, an injured employee must, as soon as practicable after a physical injury has occurred, file a written report concerning such injury with their immediate supervisor, and failure to do so shall render the employee ineligible for benefits/salary under this Article. Except in emergency situations, said report must be filed before the end of the employee's shift during which said injury occurred.

D. Entitlement to injury leave must be based upon the certification of an authorized physician (See Subsection F) as to the employee's disability. The time within the one (1) year period wherein the employee receives injury leave and is not permitted, or is unable, by reason of certification by authorized physician as designated by the City's insurance administrator, to perform their full duties as shall be directed by the Chief of Police, or their designee, resulting from said physical injury, shall not be charged against sick leave of the said employee.

E. Injury leave under this provision may be granted for up to one (1) calendar year from the initial date of injury; provided, however, that an employee's entitlement to injury leave will cease and terminate as of the approved effective date of the employee's retirement due to disability as determined by the

Division of Pensions, if the retirement determination precedes the expiration of the one (1) year injury leave entitlement.

F. Entitlement under this Article will be based upon the medical evaluations submitted by the authorized physician designated by the City's insurance administrator. An employee who disagrees with the medical evaluation submitted by the authorized physician may submit a written request for a second opinion and supplemental medical evaluation. If the second opinion disagrees with the employee's personal doctor and the City's doctor as to whether the employee is entitled to injury leave, the dispute shall be submitted to a third doctor who shall be selected as outlined in Section G.

G. Any employee required by the City, or the City's insurance carrier/administrator, to be examined or treated by a physician other than one of their choosing, shall be compensated with compensatory time off for the time spent in the physician's office for such examination or treatment at the straight time rate of pay, provided they are not on injury leave with pay. In addition to said compensation, the employee shall also receive reimbursement for parking and tolls. In the event an employee is required to be examined by the City's authorized physician in order to determine whether the employee is capable of returning to work, the City's authorized physician must certify in writing to the City, with a copy to the employee's doctor, if requested, that the employee is capable of returning to work. If the employee's personal doctor and the City's doctor disagree as to whether the employee is capable of returning to work, the dispute will be submitted to a third doctor selected as follows:

The Association and the City shall each compile a list of three (3) doctors from which the Association and the City shall mutually select a single physician within three (3) days from the time that a dispute arises between the employee's and the City's doctor. The determination of the third doctor regarding the employee's ability to return to work shall be in writing and be final and binding. Until the final decision is received from the third impartial doctor, the employee will not be ordered to return to work.

ARTICLE X - SICK LEAVE AND COMPENSATORY TIME

A. All permanent employees, or full-time probationary employees, of the Police Department shall be entitled to sick leave with pay. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness or accident. Employee's sick leave shall not be used to allow the employee to serve as a nurse or housekeeper during extended periods of illness for any immediate member of their family. In the event of illness in the immediate family, a maximum of three (3) days will be considered to be permitted to be used from the said employee's sick leave while other arrangements are made for family coverage.

B. The City will follow the applicable provisions of the Family Leave Act.

C. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment. After the first year of employment, employees shall be credited with sixteen (16) days sick leave at the beginning of the calendar year, in anticipation of continued employment. Effective January 1, 2014, the yearly credited sick leave shall be reduced from sixteen (16) days to fifteen (15) days.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for such purposes.

3. Upon retirement, each permanent full-time employee shall receive one-half (1/2) their accumulated sick leave time, limited to a maximum of one hundred thirty-five (135) days of full pay rate existing on the date of said employee's retirement.

a. Effective January 1, 2014, employees promoted into the bargaining unit shall have their sick leave payout capped at the rate set forth in the current collective bargaining agreement between the City and the PBA.

b. New employees hired on or after January 1, 2014, shall have their sick leave payout capped at the rate of Fifteen Thousand Dollars (\$15,000.00).

c. New employees hired on or after January 1, 2018 shall have their sick leave payout capped at the rate of Seven Thousand Five Hundred Dollars (\$7,500.00).

4. In the event an employee dies prior to retirement, their estate shall receive one-half (1/2) of their accumulated sick leave time, subject to and conditioned upon, however, that said employee's estate shall receive not more than six (6) months' full pay at the rate of pay existing on the date of said employee's death.

5. SOA members shall be afforded the opportunity to be paid out for accrued compensatory time up to 40 hours each year. To be considered for pay out, SOA members must maintain a minimum of 80 hours in their bank. This term is only valid dependent on appropriate budget allocations and appropriate funding. Members must determine the number of hours requesting to be paid out by December 15 each year. Payment will be made to the members twice per year in the first pay of January and the first of June. Requests for payout are final.

D. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle them to sick leave, their supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify their supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

E. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness, and physician's certification that said employee is able to return to full duty.

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one (1) calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year, unless such illness is of a chronic

or recurring nature, requiring recurring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The City can require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The City can require an employee who has been absent because of personal illness, as a condition of their return to duty, to be examined at the expense of the City by a physician designated by the City. Such examination shall establish whether the employee is capable of performing their normal duties and, in addition thereto, that their return will not jeopardize the health of the other employees.

F. Any employee using no sick leave in any calendar year shall be entitled to an additional four (4) vacation days. The employee may elect to receive pay for up to four (4) vacation days in lieu of adding them to the employee's accrued vacation time. Only Superior Officers with less than 20 years of service shall be eligible for earning additional vacation time as related to using no sick days in a calendar year.

G. Compensatory time shall not exceed a maximum of 480 hours. Compensatory time may only be used if a request is made prior to the officer's shift and provided the officer's shift has a full complement.

ARTICLE XI - INSURANCE

A. The City shall provide medical insurance for all full-time employees, their spouses and dependent children. As to dependent children, the same shall be those children that are determined to be dependent as interpreted by the insurance carrier. Insurance coverage shall be provided through the State Health Benefits Plan with the employee having the right to choose any of the offered plans. All benefits shall be administered in accordance with the Chapter 78 contribution schedule. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All of the aforementioned insurance shall be paid for by the City. The City, however, shall have the option of providing equal to or better insurance by another insurance carrier. The City may, upon at least sixty (60) days' notice to the Union, provide health insurance coverage by any other carrier so long as the benefit and coverage levels are the same or better than the benefits and coverage levels currently provided, whenever the City determines that it is feasible to do so.

B. All full-time employees who retire with at least twenty-five (25) years of continuous service in a State of New Jersey pension program shall be provided with individual medical insurance as presently in effect for current employees. Employees hired on or after May 21, 2010 who qualify for retiree benefits under this section must contribute to the cost of retirement health benefits pursuant to P.L. 2010 c.2. This provision shall not include benefits for the retired employee's spouse or dependent children.

C. All full-time employees at least sixty-two (62) years of age who retire with at least twenty (20) years of continuous full-time service with the City of Asbury Park shall be entitled to receive individual medical insurance as presently in effect for current employees. Employees hired on or after May 21, 2010 who qualify for retiree benefits under this section must contribute to the cost of retirement health benefits pursuant to P.L. 2010 c.2. This provision shall not include benefits for the retired employee's spouse or dependent children.

D. The City of Asbury Park shall continue its practice of providing individual health insurance to an employee who retires on a disability pension, subject to any contributions of premium as required by law. This provision shall not include benefits for the retired employee's spouse or dependent children.

E. "Deferred" retirement shall not entitle an employee to receive medical insurance pursuant to this Article.

ARTICLE XII - BEREAVEMENT LEAVE

A. Members of the Association shall be granted four (4) consecutive working days off with pay for death in the immediate family, which shall consist of spouse/domestic partner, child/stepchild, parent, sibling, grandparent, father-in-law, mother-in-law, spouse's grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild.

B. Members of the Association shall be granted one (1) working day off for the death of an aunt or uncle.

ARTICLE XIII - CLOTHING PAY

A. All employees shall receive a clothing/uniform allowance of One Thousand Five Hundred (\$1,500.00) Dollars annually. This uniform allowance shall be paid on April 15th of each year.

B. Any uniform, clothing or watches of the employee actually damaged or destroyed in the course of the employee's duties shall be repaired or replaced at the City's expense to a maximum of One Hundred (\$100.00) Dollars per claim as to watches and One Hundred Twenty-Five (\$125.00) Dollars per claim as to eyeglasses, subject to and conditioned upon the approval of the Chief of Police, or in their absence, the Chief of Police's designee. This provision applies so long as the damage is not due to the negligence of the employee.

ARTICLE XIV - SALARIES

A. There shall be a minimum pay differential of Fifteen Thousand Dollars (\$15,000.00) between the rank of Sergeant and the base salary of Patrol Officer at the top step of the salary guide assigned to the Detective Division. A minimum pay differential of Fifteen Thousand Dollars (\$15,000.00) shall be maintained between the ranks of Sergeant and Lieutenant as well as, between Lieutenant and Captain. At no time will the salary pay differential between said ranks fall below the aforementioned levels. See Appendix A annexed.

B. Patrol Officers promoted into the bargaining unit to the rank of Sergeant after January 1, 2018 shall receive Fifteen Thousand Dollars (\$15,000.00) pay differential added to whatever step they are currently at in the rank-and-file step guide when the promotion is made. They will continue through the steps until they reach top pay for that rank. A Sergeant promoted to Lieutenant and a Lieutenant promoted to Captain shall maintain the minimum pay differential between the ranks utilizing the same step guide. See Appendix A annexed.

C. In addition to the foregoing salary guides, all employees who work the Evening and AM Watch shall be compensated with an additional Eight Dollars (\$8.00) per working day.

ARTICLE XV - LONGEVITY PAY

A. Longevity pay shall be granted to employees covered by this Agreement as is set forth on Appendix B annexed.

B. Superior Officers who have anniversary dates which fall between January 1 and June 30 shall be paid as of July 1. Superior Officers who have anniversary dates which fall between July 1 and December 31 shall be paid as of January 1. This longevity pay shall be paid regularly as a part of the salary of the Superior Officers.

C. Longevity pay shall be included in overtime pay.

D. Longevity pay is unavailable for employees hired as patrol officers on or after January 1, 2014.

ARTICLE XVI - MAINTENANCE OF STANDARDS

A. All conditions of employment relating to wages, hours of work and general working conditions presently in effect for employees shall be maintained at not less than the standards now in effect, and the conditions of employment shall be improved whenever specific conditions for improvement are made in this Agreement.

B. In the event of a conflict between the terms of this Agreement and the Rules and Regulations of the Police Department, then, and in that event, the terms of this Agreement shall govern for the duration of this Agreement.

ARTICLE XVII - MAINTENANCE OF OPERATIONS

The Association and its members agree that they will not cause, instigate, promote, encourage, sanction, coerce, intimidate, counsel, participate in or authorize any person or persons to engage in any illegal strike. Further, the Association and its members agree that in the event of any future illegal strikes, they will encourage, instruct and direct all of their members to end such activity and return to work.

ARTICLE XVIII - REPRESENTATIVES AND MEMBERS

A. Duly appointed representatives of the Superior Officers Association shall be permitted to visit the duty posts and all other facilities used or otherwise available to the Police Department in order to inspect, ascertain and assure that the provisions of this Agreement are being properly observed. This right shall be exercised only if the Superior Officers Association representative or representatives obtain permission from their superior officer before visiting a grievant.

B. The Superior Officers Association representative(s) shall be permitted to visit City Hall for the purpose of meeting with the City Manager after an appointment for such meeting has been cleared and approved by Chief of Police or their designee.

C. The Superior Officers Association shall submit to the City the names of its authorized representatives and the same shall not exceed three (3) for the forenamed purposes.

D. When the Superior Officers Association President or State Delegate meet by agreement as aforesaid with a City representative during the usual and normal work day within which time the City representatives are available, such meeting shall be without loss of pay or time.

E. The Superior Officers Association representative(s) shall report to the Shift Commander in charge immediately upon entering Police Headquarters. The Superior Officers Association representative(s) shall in no way interfere with or impede the performance of work or their activity at the visitation site.

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ARTICLE XVIII - REPRESENTATIVES AND MEMBERS

ARTICLE XIX - ASSOCIATION ACTIVITY

A. The City shall permit members of the Association's Grievance Committee (not to exceed three (3), two (2) of whom shall be the President and State Delegate) to conduct the business of the said Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members, without loss of pay, provided the conduct of such business shall not diminish the effectiveness of the Police Department or require the recall of off duty policemen to bring the Department to its proper effectiveness.

B. The City shall permit members of the Association's Negotiating Committee to attend collective bargaining meetings during the normal and usual City business day or, if approved by the City Manager, at any other time. During negotiations, the Association representative so authorized by the Association, not to exceed three (3), shall be excused from their normal duties for such periods of negotiation as are reasonable and necessary and occur during the regular tour of duty.

C. The City agrees to grant to the member of the Association selected as the State Delegate up to fourteen (14) man days off without loss of pay or time to attend any State meeting or State Convention of the New Jersey State Policeman's Benevolent Association.

D. The City agrees that a maximum number of four (4)* Association members, to be designated by the Association, including the State Delegate, shall be granted leave to attend State or National conventions pursuant to RS 11:26C-4, provided, however, that the Association notifies the City in writing of its intentions to do so, no later than one (1) week prior to the time leave is to be taken, except in cases of emergency, and in such case, the Chief of Police or their designee shall approve such leave. Anything in this Agreement contained to the contrary notwithstanding, it is understood and agreed by and between the parties hereto that the time allowed for State or National conventions shall not exceed five (5) days, including travel time.

E. The City agrees that the President or the State Delegate of the Association, with the permission of the Chief of Police, which shall not be unreasonably withheld, may at any time go off post on official Association business.

F. All Association activities shall comply with existing Federal and State laws, rules and regulations.

* Note: The maximum number of Association members that shall represent both PBA Local #6 and the Superior Officers Association is four (4).

Attachment: Contract - SOA 2025 signed (2025-78 : Superior Officers Association, Local No. 6 Agreement 2025)

ARTICLE XX - LEAVE OF ABSENCE

A leave of absence, without pay, may be granted for good cause to any employee who has been employed for a period of one year, after which time the employee will be reinstated, subject to New Jersey Civil Service Regulations or other statutes, rules and regulations of the State of New Jersey or any other Federal law, rule or regulation which shall or may supersede this Article. The said leave of absence may not be arbitrarily or unreasonably withheld and shall be administered in accordance with the New Jersey State Civil Service Commission Regulations.

1. While on approved leave of absence without pay, employees shall not accrue time off, and the City shall not contribute to the employee's pension or health benefits.

ARTICLE XXI - EQUIPMENT

A. All police vehicles used by uniformed patrol shall be equipped with a dominator, emergency lights, mounted radio and air conditioning. All police vehicles used by detectives shall be equipped with air conditioning, mounted radio, portable emergency lights and siren. All vehicles aforesaid shall comply with all State of New Jersey motor vehicle inspection regulations.

B. One (1) walkie-talkie shall be allocated to each patrol car and one walkie-talkie shall be provided for each walking post, and mace spray, as needed.

C. Each employee shall be given twenty-five (25) rounds of 40 caliber Smith and Wesson ammunition on January 1 and July 1.

D. The City is to purchase a 14K gold-filled badge and identification case (leather), with the employee's name imprinted thereon. The City shall provide any employee who completes their service or employment in the Police Department with up to \$300 for the purpose of purchasing a retirement badge. Service or employment shall consist of twenty-five (25) years or more, or less, if the employee retires because of medical reasons.

ARTICLE XXII - ACTIONS AGAINST OFFICERS

A. The City shall, pursuant to the terms and conditions set forth below, upon the timely request of any present or former member, provide for their defense and indemnification (herein referred to jointly as "Coverage") of any civil action brought against said person arising from an act or omission falling within the scope of their public duties for the City's Police Department.

B. In the event the City is provided with insurance coverage by its joint insurance fund or commercial carrier, (a) Coverage shall be dictated by the terms and conditions of said carrier's policies and procedures, and (b) defense counsel will be assigned at the sole discretion of the City or its carrier. Member further acknowledges and agrees that at the City or its carrier's sole discretion, one or more officers may have common defense counsel assigned to their defense.

C. The City shall not indemnify any member against the payment of punitive damages, penalties, or fines, but may provide for the legal defense of such claims in accord with the standards set forth herein. The City or its carrier may refuse to provide Coverage for any civil action if the City or its carrier determines that, (a) the act or omission did not occur within the scope member's employment with the City; (b) the act or failure to act was the result of actual fraud, willful misconduct or actual malice of the person requesting defense and indemnification; or (c) the defense of the action or proceeding by the City would create a conflict of interest between the City and the person or persons involved.

D. For purposes of this agreement, the duty and authority of the City to provide Coverage shall extend to cross-claims or counterclaims that may be asserted against said person but not to affirmative claims said member may wish to assert.

E. In any other action or proceeding, including criminal proceedings, the City may provide for the defense of a present or former member, if the City or its carrier, in its sole discretion, concludes that such representation is in the best interest of the City and that the person to be defended acted or failed to act in accord with the standards set forth in this agreement or the City's Personnel Manual and NJ Attorney General Guidelines.

F. Whenever the City provides for the defense of any Member as set forth herein and as a condition of such defense, the City shall assume exclusive control over the representation of such persons defended except as set forth herein.

G. In the event Member fails to provide prompt notice of any claim asserted against them or to reasonably cooperate with the attorney assigned to their defense, Coverage may be denied or terminated by the City or its carrier.

H. In the event a member determines to retain his/her own attorney for purposes of representation of punitive damages or possible uncovered claims in any civil action, neither the City nor its carrier shall be responsible for the payment of that attorney's fees and expenses.

ARTICLE XXIII - DEDUCTIONS FROM SALARY

The City shall deduct from the salaries of employees subject to this contract annual dues in the sum of Seven Hundred Twenty (\$720.00) Dollars for the Association at the rate of Thirty (\$30.00) dollars per pay period. In the event that an employee shall not be paid during any one or more pay periods, for any reason whatsoever, the City shall not be responsible for payment of the dues to the Association on their behalf. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967. N.J.S.A. 52:14-15.9e, as amended. Said monies shall be transmitted to the Association by the 15th of each month following the monthly pay period in which deductions were made.

ARTICLE XXIV - PERSONNEL FILES

A. Any employee covered by this Agreement shall have the right to inspect and obtain copies of documents from their personal personnel file upon ten (10) working days written notice to the custodian thereof. The employee may inspect their file during regular business hours and only on the employee's own time. The file must be inspected in the office where it is maintained.

B. An employee may place response to anything in their personnel file no later than ten (10) days after the employee has notice of a document being placed in their file.

C. The contents of the employee's personnel file shall only be released to someone other than a City agent by Court Order or Subpoena.

D. No material or writings related to an employee's conduct, service, character or personality shall be placed in said employee's personnel file unless it is signed by the person submitting the information and the employee with a Union Official present and a copy provided to the employee before it is incorporated into their personnel file. Any employee of this Union shall have the right, at reasonable times, to examine their file, if so desired.

ARTICLE XXV - WORKING OUT OF JOB CLASSIFICATION

Any employee assigned the responsibility to carry out the duties of a position or rank above that which they normally hold and are classified for, shall be paid at the rate of that superior position or rank while performing the duties of same.

Attachment: Contract - SOA 2025 signed (2025-78 : Superior Officers Association, Local No. 6 Agreement 2025)

ARTICLE XXVI - PROMOTIONS

The City will endeavor to maintain a valid promotional list for all ranks at all times. Equal standards and qualifications shall apply for promotion.

ARTICLE XXVII - POLICEMEN'S BILL OF RIGHTS

A. Members of the Police Department hold a unique status as public officers in that the nature of their office and employment involve the exercise of a portion of the police powers of the City.

B. The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the Police Department. These questions may require investigations by Superior Officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted.

1. The interrogation of a member of the Police Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Police Department is on duty;
2. The member of the department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous then the officer shall be so advised.
3. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Police Department is being interrogated as a witness only, they should be so informed at the initial contact.
4. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
5. The interrogation of the member shall not be recorded unless the member agrees and is advised of charges.
6. The member of the Police Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of their acts.

7. If a member of the Police Department is under arrest or likely to be, that is, if they are a suspect or the target of a criminal investigation, they shall be given their rights pursuant to the current decision of the United States Supreme Court.

8. If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, they shall be afforded an opportunity to consult with counsel and/or SOA representative before any further interrogation. In addition, they shall be afforded the opportunity to have counsel and/or an SOA representative present during an interrogation.

C. An employee may see their personnel file upon request. If an employee wishes to answer or supplement any material found in their personnel file, they may do so and their written statement shall become part of the personnel file.

D. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Asbury Park Police Department.

ARTICLE XXVIII - AGENCY SHOP

PBA Local 6 of Asbury Park shall be entitled to a representation fee in lieu of dues by payroll deduction from the salaries of the Police Officers in the Police Department in the City of Asbury Park who are not members of the PBA Local 6. This paragraph shall be subject to and interpreted and supplemented by N.J.S.A. 34:13A-5.5, 5.6, 5.7 and 5.8.

Attachment: Contract - SOA 2025 signed (2025-78 : Superior Officers Association, Local No. 6 Agreement 2025)

ARTICLE XXIX - CITY BUDGETS AND CONTRACTS

Upon request, the Association is to be supplied with copies of the following documents on or before June 1st of each year.

1. Contracts of all other bargaining units in the City.
2. The City budget and all work sheets as filed with the Division of Local Government Services.

ARTICLE XXX - SEPARABILITY AND SAVINGS

The City and the Association agree to abide fully by the provisions of any present applicable or future Executive Orders or legislation whereby any of the salary increases recited herein cannot legally be made effective, and such increases shall be omitted or proportionately adjusted according to law.

In the event any provision of this Agreement is so deemed to be invalid, the parties agree to meet immediately to renegotiate a provision to replace the invalid provision.

ARTICLE XXXI - EDUCATION INCENTIVE

A. Any bargaining unit member who has successfully attained the below listed degree shall receive an education stipend during each calendar year the officer hold the degree while an active employee of the City as follows:

Associates Degree	\$1,000.00
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BA/BS Degree	\$2,000.00
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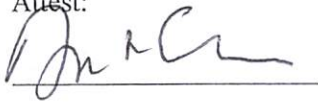
B. The education stipend will be paid on December 1, of each calendar year.

ARTICLE XXXII - TERM AND RENEWAL

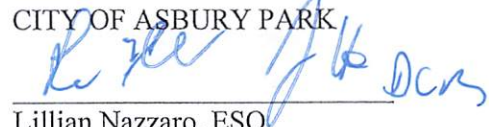
This Agreement shall be in full force and effect as of January 1, 2025 and shall remain in effect to and including December 31, 2025, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this the 27th day of December, 2024.

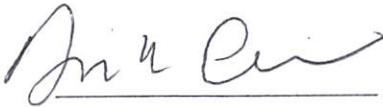
Attest:



CITY OF ASBURY PARK


 Lillian Nazzaro, ESQ
 City Manager

Attest:


SUPERIOR OFFICERS ASSOCIATION
LOCAL NO. 6.

 Javier Campos, SOA President

APPENDIX A: SALARIES

UP-DATED 2024

PROMOTED TO: SERGEANT (\$15,000 over officer pay, plus \$2,500 detective stipend)

	1/1/2021		1/1/2022		1/1/2023		1/1/2024		1/1/2025	
STEPS	OFFICER BASE	SGT PAY	OFFICER BASE	SGT PAY	OFFICER BASE	SGT PAY	OFFICER BASE	SGT PAY	OFFICER BASE	SGT PAY
Year 4	\$ 64,033	\$ 81,533	\$ 64,993	\$ 82,493	\$ 66,131	\$ 83,631	\$68,453	\$ 84,953	\$68,971	\$86,471
Year 5	\$ 71,708	\$ 89,208	\$ 72,784	\$ 90,284	\$ 74,057	\$ 91,557	\$75,538	\$ 93,038	\$77,238	\$94,738
Year 6	\$ 79,384	\$ 96,884	\$80,575	\$ 98,075	\$ 81,985	\$ 99,485	\$ 83,624	\$ 101,124	\$85,506	\$103,006
Year 7	\$ 87,059	\$ 104,559	\$ 88,365	\$ 105,865	\$ 89,911	\$ 107,411	\$ 91,709	\$ 109,209	\$93,773	\$111,273
Year 8	\$ 94,735	\$ 112,235	\$ 96,156	\$ 113,656	\$ 97,839	\$ 115,339	\$ 99,795	\$ 117,295	\$102,041	\$119,541
Year 9	\$ 102,411	\$ 119,911	\$103,947	\$ 121,447	\$ 105,766	\$ 123,266	\$107,882	\$ 125,382	\$110,309	\$127,809
Year 10	\$111,176	\$ 128,676	\$114,511	\$ 132,011	\$ 120,512	\$ 138,012	\$125,489	\$ 142,989	\$135,478	\$152,978

PROMOTED TO: LIEUTENANT (\$15,000 over Sergeant pay)

	1/1/2021		1/1/2022		1/1/2023		1/1/2024		1/1/2025	
STEPS	SGT BASE	LT PAY	SGT BASE	LT PAY	SGT BASE	LT PAY	SGT BASE	LT PAY	SGT BASE	LT PAY
Year 5	\$89,208	\$ 104,208	\$ 90,284	\$ 105,284	\$91,557	\$ 106,557	\$ 93,038	\$ 108,038	\$94,738	\$109,738
Year 6	\$96,884	\$ 111,884	\$98,075	\$ 113,075	\$99,485	\$ 114,485	\$ 101,124	\$ 116,124	\$103,006	\$118,006
Year 7	\$104,559	\$ 119,559	\$105,865	\$ 120,865	\$107,411	\$ 122,411	\$109,209	\$ 124,209	\$111,273	\$126,273
Year 8	\$ 112,235	\$ 127,235	\$113,656	\$ 128,656	\$115,339	\$ 130,339	\$117,295	\$ 133,295	\$119,541	\$134,541
Year 9	\$119,911	\$ 134,911	\$121,447	\$ 136,447	\$123,266	\$ 138,266	\$125,382	\$ 140,382	\$127,809	\$142,809
Year 10	\$128,676	\$ 143,676	\$132,011	\$ 147,011	\$138,012	\$ 153,012	\$142,989	\$ 157,989	\$152,978	\$167,978

PROMOTED TO: CAPTAIN (\$15,000 over Lieutenant pay)

	1/1/2021		1/1/2022		1/1/2023		1/1/2024		1/1/2025	
STEPS	LT BASE	CAPT PAY	LT BASE	CAPT PAY	LT BASE	CAPT PAY	LT BASE	CAPT PAY	LT BASE	CAPT PAY
Year 6	\$111,184	\$ 126,884	\$113,075	\$ 128,075	\$114,485	\$ 129,485	\$116,124	\$ 131,124	\$118,006	\$133,006
Year 7	\$119,559	\$ 134,559	\$ 120,865	\$ 135,865	\$122,411	\$ 137,411	\$124,209	\$ 139,209	\$126,273	\$141,273
Year 8	\$ 127,235	\$ 142,235	\$128,656	\$ 143,656	\$130,339	\$ 145,339	\$132,295	\$ 147,295	\$135,541	\$149,541
Year 9	\$ 134,911	\$ 149,911	\$136,447	\$ 151,447	\$138,266	\$ 153,266	\$140,382	\$ 155,382	\$142,809	\$157,809
Year 10	\$ 143,676	\$ 158,676	\$147,011	\$ 162,011	\$153,012	\$ 168,012	\$157,989	\$ 172,989	\$167,978	\$182,978



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-79

Resolution establishing a new agreement with Passport for the continued use of their Mobile Parking Application, Parking Permit Portal, and Parking Enforcement System.



RESOLUTION NO. 2025-79

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH PASSPORT FOR A MOBILE PARKING PAYMENT APPLICATION, PERMIT PARKING PORTAL AND LICENSE PLATE READER PARKING ENFORCEMENT SYSTEMS

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

WHEREAS, the NCPA has awarded Passport competitively bid contract number 05-28; and

WHEREAS, the contract between NCPA and Passport was awarded under a fair and open process as per the requirements in LFN 2012-10.

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 of Asbury Park entered into agreements with Passport for Passport mobile payment parking applications, parking permitting portal, and license plate reader enforcement systems services by adopting Resolutions No. 2017-117 and No. 2021-431; and

WHEREAS, City of Asbury Park and Passport contract terms for the aforementioned services have expired as of February 2024; and

WHEREAS, as per N.J.S.A 40A:11-5 this new contract agreement shall be for two years in length with the option to renew for up to two one-year periods; 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 payment parking applications, parking permitting portal, and license plate reader enforcement systems services. to the City of Asbury Park; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager, Mayor, or City Clerk to enter into an agreement with Passport as per NCPA Contract 05-28 for a c

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, LISA ESPOSITO, 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. 2025-79 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK

ORDER FORM

This Order Form (the "Order Form"), effective as of _____, is being entered into by and between Passport Labs, Inc. and City of Asbury Park ("Customer") pursuant and subject to the Software License and Service Agreement (the "Agreement") attached hereto. Upon execution, this Order Form shall be incorporated by reference in and subject to the Agreement. This Order Form replaces the Software License and Service Agreement executed by the parties on March 23, 2017, which is hereby terminated. 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 the SOW attached hereto and made a part hereof as Schedule 2, 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")	X
Custom-Branded MPP	X
Citation Management Platform ("CMP")	
Harvester	
Digital Permits for Parking Platform ("DPP")	X
License Plate Recognition Platform ("LPR")	X

II. FEES

Products and Services	Fee(s)	Fee Type(s)
Mobile Payment for Parking ("MPP"):		
Per Transaction MPP Service and License Fee	\$0.35	Per Transaction ¹
Digital Permits for Parking ("DPP"):		
DPP Service and License Fee	\$6,500.00	Annual Software Fee
Annual Permit Fee	\$4.00	Per Issued Permit
Quarterly Permit Fee	\$3.00	Per Active Permit
Short-Term Permit Fee	\$2.70	Per Issued Permit
Merchant Services Fee	MPP = 2.9% + \$0.30, DPP = Included per Permit Paid	
Payment Gateway Fee	\$0.05 Per Transaction	

¹ An MPP "Transaction" is a single parking session lasting less than twenty-four (24) hours in duration. For clarity, a Transaction is the original parking session only and does not include additional extensions of the original parking session. An additional Per Transaction Fee shall apply to each individual extension of the original parking session.

LPR Pricing Table

Recurring Subscription	\$4,309.20
Recurring Upgrade	\$1,432.08
5 year support	\$5,832.00

III. **BILLING INFORMATION**

Billing Contact Name:	James Bonanno
Billing Email Address:	James.Bonanno@cityofasburypark.com
Billing Address:	Municipal Plaza, Asbury Park, New Jersey 07712, United States

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

City of Asbury Park

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.

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.

SCHEDULE 2

SOFTWARE LICENSE AND SERVICE AGREEMENT

This Software License and Service Agreement is effective as of January 13, 2025 (the “Effective Date”) and entered into by and between Passport Labs, Inc., a Delaware corporation (“Passport”), and City of Asbury Park (“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.

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 twenty-four (24) 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 (12) 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

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

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

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

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. 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.

12.2. 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

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

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 maintains itself as the merchant of record and Merchant Services Provider in connection with the provision of the Passport system. Customer will be responsible for paying all transaction and processing fees as defined in the fee schedule. Passport may change or add fees and/or charges following a major network update that significantly impacts the merchant costs assumed by Passport and will communicate applicable updates through Passport's Service Delivery Process. Upon notice of changes, such fees and/or charges shall be immediately payable by Customer when assessed by Passport. Should additional fees or charges be deemed commercially unreasonable, Customer has the option to terminate this Agreement within fifteen (15) days of notice of change in fees by providing written notice to Passport.

15. TAXES

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

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 no more than two additional one-year 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 11.7. 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.

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 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.

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.

If to Passport:

Passport Labs, Inc.
 128 S. Tryon St., Suite 1000
 Charlotte, NC 28202
 Fax: (888) 804-1783
sales@passportinc.com
 Attn: CRO

With a hard copy to General Counsel and
 by email to legal@passportinc.com

If to Customer:

City of Asbury Park
 Municipal Plaza, Asbury Park, New Jersey 07712,
 United States
James.Bonanno@cityofasburypark.com

Attn: James Bonanno

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.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-80

Resolution establishing a new agreement between the City of Asbury Park and PayByPhone to provide for the continued use of the PayByPhone Mobile Payment Application.



RESOLUTION NO. 2025-80

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH PAYBYPHONE 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 has awarded PayByPhone a competitively bid contract and said contract number 05-52; 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 contract awarded to PayByPhone on August 30, 2021 (Resolution No. 2021-409) through the NCPA to provide the City of Asbury Park with a mobile parking application has expired as of August 2024; and

WHEREAS, as per N.J.S.A 40A:11-5 this new contract agreement shall be for two years in length with up to two optional one-year extensions; and

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

WHEREAS, said contract is attached to this Resolutions; and

WHEREAS, the Director of Transportation is recommending to the City Council to authorize the renewal of the contract for PaytByPhone to continue providing the mobile parking application.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager, Mayor, or City Clerk to enter into an agreement with PayByPhone as per NCPA Contract 05-52 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, LISA ESPOSITO, 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. 2025-80 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK

COOPERATION AND SERVICE AGREEMENT

This Cooperation and Service Agreement (the “Agreement”) is entered into as of _____ (the “Effective Date”) between PayByPhone US Inc., a provider of enhanced mobile commerce solutions, a Delaware corporation with its address at 48 Wall Street, Suite 1100, New York, New York 10005 (“PayByPhone”) and City of Asbury Park, New Jersey, a provider of parking services with its address at: 1 Municipal Plaza, Asbury Park, NJ 07712 (“Client”).

RECITALS

As of the Effective Date, PayByPhone is an OMNIA Partners (“OMNIA”) vendor and Client is an OMNIA member. The objective between PayByPhone and Client provided for in this Agreement is for PayByPhone to provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client. PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports. For clarification purposes, in the event of any conflict between OMNIA related materials/documents and this Agreement, the terms and conditions of this Agreement shall govern.

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATIONS

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client’s managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of Client’s parking facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems. QR code access to the payment service is not included.

1.2 PAYBYPHONE PORTAL

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone mobile payment service (the “Portal”). PayByPhone will host the Portal on its network. Client will access the Portal through a browser-based program installed on Client’s computer hardware.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone or its parent, PayByPhone Technologies Inc. will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client’s existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply wireless devices to employees in the field to provide real time confirmation of validly parked vehicles.

1.5 REPORTS

PayByPhone will provide Client with a set of standard self-serve reports in the Portal. Any changes or customizations to the standard set of reports will be subject to PayByPhone’s prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

Section 2 FEES AND PAYMENTS

2.1 PRICING AND PAYMENT

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing. PayByPhone may, acting reasonably, increase any fees outlined in Appendix A, not more often than once in a calendar year, to adjust for inflation and any increase in the cost of PayByPhone providing the services to Client.

2.2 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

2.3 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.4 THIRD PARTY INTEGRATION

In the event that system changes (such as upgrades) by a third party impact the PayByPhone integration with Client sub-systems such as enforcement, Client agrees to pay for all PayByPhone development costs required to maintain such integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 EXCLUSIVITY

The parties expressly acknowledge that Client currently engages, and/or may in the future, at its option, add, other providers of mobile parking payment applications ("Third Party Providers"), through contracts for the same parking facilities and metered stalls covered by this Agreement.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 SIGNAGE

Client agrees to use the PayByPhone decals and signs already installed at the Parking Locations as of the Effective Date. For any Parking Locations at which PayByPhone decals and signs are not installed or at which size and placement of the PayByPhone decals and signs is mutually agreed to be insufficient by PayByPhone and Client, acting reasonably, the Client agrees to provide adequate space for and install, at its own cost, PayByPhone signage at each such Parking Location, with sign size and placement to be mutually agreed by PayByPhone and Client, acting reasonably. Client agrees that signs will be hung and/or located near payment machines at the Parking Locations and the number of signs included for a Parking Location will be determined by the number of parking spots at the Parking Location divided by 20, plus one sign or decal per pay station and one decal per meter at the Parking Location. All additional and replacement signage is at Client's cost. Client agrees to either use PayByPhone's standard signage template or ensure that its non-standard signage complies with all PayByPhone's marketing and branding guidelines (available on request). Client shall not modify PayByPhone's logos, fonts, colours, design, and other brand/marketing related items without PayByPhone's prior written consent and approval. In the event Client requests that PayByPhone produce non-standard signage for Client, such customization work will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample fees.

Client will be responsible for installation of all additional and replacement decals and signs at the Parking Locations.

4.2 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for its service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.3 CLIENT TRAINING

PayByPhone will provide initial training to Client using a “Train the Trainer” (the “Client Trainer”) model on the self-served PayByPhone Portal. The said Client Trainer will, at its own expense, train its staff and employees, including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See https://www.paybyphone.com/pdf/us/pbp_professionalservicesamplerates.pdf for sample rates.

Section 5 INTELLECTUAL PROPERTY

5.1 INTELLECTUAL PROPERTY RIGHTS

5.1.1 The parties acknowledge and agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyrights or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively “Intellectual Property”) belonging to the other party, given to them under this Agreement is and shall remain the property of that party for the duration of the Term of this Agreement.

5.1.2 Except as expressly stated, nothing in this Agreement shall be deemed or interpreted to convey, transfer or assign any Intellectual Property rights to the other party.

5.1.3 Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance.

5.1.4 Upon termination of this Agreement for any reason the parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such Intellectual Property is held by the parties in compliance with any statutory obligations and/or the maintenance of proper records.

5.1.5 The parties undertake that they have all necessary permissions, licenses and rights to use the Intellectual Property of third parties for the purposes of this Agreement.

5.1.6 To the extent permitted by law, each party shall indemnify (for the purposes of this clause, the “Indemnifying Party”) the other (for the purposes of this clause the “Indemnified Party”) against all actions, claims, proceedings, costs and expenses (including reasonable legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnified Party which claims, actions or proceedings arise as a result of the Indemnified Party’s use of any of the services, except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.

5.1.7 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.

5.1.8 At the Indemnifying Party's request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party's costs and expenses so incurred.

5.1.9 The Indemnifying Party may, at its expense: (i) obtain a license to enable the Indemnified Party to continue to use the services, or (ii) modify or replace the services to avoid any alleged or actual infringement or breach, or (iii) terminate the provision of the affected elements of the services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the services.

5.2 CLIENT INFORMATION

5.2.1 "Client Data" means all data provided directly by the Client to PayByPhone in relation to this Agreement, including Client's parking rates, Client's identifiers for Parking Locations and parking stalls, merchant account information, enforcement equipment and practices, and parking policies.

5.2.2 During the Term of this Agreement and for such time after as not expressly prohibited, PayByPhone may obtain, store and use such Client Data for any purpose, including without limitation providing and improving services under this Agreement, so long as it complies with applicable data protection laws, contractual obligations and any other applicable requirements with respect to the Client Data. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Client Data.

5.2.3 Following termination of this Agreement, PayByPhone will, at Client's written request, return to Client or destroy all Client Data and copies thereof. Notwithstanding the foregoing, PayByPhone shall be permitted to retain such copies of, or any computer records or files containing, the Client Data: (a) that has been archived by PayByPhone's automatic electronic archiving and back-up procedures, to the extent created and retained in a manner consistent with PayByPhone's standard archiving and back-up procedures; and (b) to the extent required by applicable law.

5.3 CUSTOMER INFORMATION

5.3.1 The parties will share information and data directly relating to drivers' parking sessions through the PayByPhone service at the Parking Locations ("Parking Sessions") and as may be required by the Client for parking enforcement, fines, and proceedings ("Transaction Data"). Transaction Data may include vehicle license plate, parking session date, time, duration, zone number and amount paid, details of parking fines/violation notices, and parking session details obtained through customer service centre, and does not include User Profile Data (defined below).

5.3.2 In using, sharing, or otherwise processing Transaction Data, PayByPhone and Client must comply with applicable data protection laws, contractual obligations and any other applicable requirements. Each party is responsible to the PayByPhone service users and other third parties for its respective use, sharing and processing of Transaction Data, whether it performs such use, sharing and processing directly or through third parties. Each party acts as a "data controller" with respect to Transaction Data for the purposes any privacy legislation that uses that concept and is applicable to the party's activities. Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with the applicable data protection laws.

5.3.3 Any information about or with respect to PayByPhone service users that is not related to parking sessions at the Parking Locations, including without limitation, information provided by users upon registration for a PayByPhone account and data about the user's activity in the PayByPhone account or the PayByPhone applications ("User Profile Data") shall be exclusively owned by PayByPhone. PayByPhone shall retain exclusive ownership of all rights in any derivative data it develops based on Transaction Data and User Profile Data.

5.4 PAYBYPHONE'S SERVICES TO CUSTOMERS

5.4.1 The parties acknowledge that PayByPhone service users hold the PayByPhone account and/or use PayByPhone services under terms of service established by PayByPhone. Under these PayByPhone terms of service and any additional terms of use, PayByPhone, its affiliates, or its partners may offer users various services and products, including, but not limited to, insurance products, services related to electric vehicle charging, and any other product or service that may be developed in the future. Client acknowledges and agrees that nothing in this Agreement shall limit or restrict PayByPhone's ability to offer users any add-on services and products at PayByPhone's sole discretion. Except as otherwise expressly set forth in this Agreement, Client shall not receive any fees in relation to PayByPhone's provision of any add-on services and products to the PayByPhone users.

5.4.2 PayByPhone may offer users an option to receive service communications by SMS text ("SMS Communications"), including reminders to extend a parking session and confirmations of successful registration for a parking session. Client agrees that, at any time during the Term, PayByPhone may charge any users who opt into these services a fee ("PBP SMS Fee") for each SMS Communication sent by PayByPhone with respect to an initial parking session or extension of a parking session and may set the amount of the PBP SMS Fee with reference to the cost PayByPhone incurs in delivering this optional service. At the time of entering into this Agreement, the PBP SMS Fee is equal to \$0.20, inclusive of taxes payable by the user. PayByPhone will provide Client with 30 day written notice of an increase in the amount of the PBP SMS Fee. PayByPhone shall be responsible for any taxes applicable to the PBP SMS Fees.

5.4.3 PayByPhone records will be conclusive evidence with respect to the amount of PBP SMS Fees collected during a billing period. The PBP SMS Fees will be added to the total charged to the user in respect of a parking session or extension of a parking session. Unless under the terms of the Agreement PayByPhone is designated as the merchant of record for parking fees paid using PayByPhone mobile payment service, PayByPhone and Client agree to designate Client as the merchant of record for any PBP SMS Fees only. In that case, Client will collect PayByPhone's PBP SMS Fees and remit to PayByPhone. Remittance will be made via electronic payment or cheque and may be included in the amount that also includes fees payable by Client to PayByPhone under this Agreement.

Section 6 TERM AND TERMINATION

6.1 TERM AND RENEWAL

6.1.1 This Agreement shall enter into force on the Effective Date and shall remain in force and effect for a period of two consecutive years (the "Initial Term") from the Effective Date, unless earlier terminated in accordance with this Section 6.

6.1.2 Upon the termination of the Initial Term, PayByPhone and Client may choose to extend the Agreement and renew for up to two (2) additional terms of one (1) year each (each a "Renewal Term"), unless either party gives the other party at least ninety (90) days prior written notice of its intent to not renew the Agreement before the end of the then-current Term. The Initial Term and all Renewal Terms, if any, shall collectively be referred to as the "Term".

6.2 TERMINATION

6.2.1 Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of

any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach.

6.2.2 Either party may terminate this Agreement for convenience by providing sixty (60) days written notice to the other party.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1 MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that:

- i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;
- ii) its entry into and performance of this Agreement do not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and
- iii) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

Section 8 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 DISCLAIMER

Except as expressly set forth in this Agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services, including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this Agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone “as is”.

8.2 INDEMNIFICATION

To the extent permitted by law and subject to Section 8.3, each party (the “Indemnifying Party”) will defend, indemnify and hold harmless the other party (the “Indemnified Party”) from and against any and all third party claims, actions, losses (collectively, “Losses”) resulting from or arising out of the Indemnifying Party’s breach of any representation, warranty or other obligation set forth in this Agreement. The Indemnified Party shall not be entitled to be so indemnified unless it has given the Indemnifying Party prompt written notice of any Losses, afforded the Indemnifying Party the opportunity to assume sole control over the defence and settlement, if applicable, of the Losses, and provided the Indemnifying Party (at the Indemnifying Party’s expense) all relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party shall not settle any Losses without the Indemnified Party’s written consent, which shall not be unreasonably withheld.

8.3 LIMITATION OF LIABILITY

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

8.4 PARKING RATES

Client will be given access to parking rate data in order to confirm the parking rates at each Parking Location via the Portal. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each Parking Location setup, it is the Client’s responsibility to ensure all rates are configured correctly. Failing to do so

shall exclude PayByPhone from any liability. Client shall implement any parking rate changes via the Portal following the Parking Location setup. In the event Client requests that PayByPhone configure the parking rate changes after the Parking Location setup, Client shall provide PayByPhone with sufficient notice of the rate changes and such work will be subject to PayByPhone's prior approval and then-current PayByPhone professional services fees. See https://www.paybyphone.com/pdf/us/pbp_professionalservicessamplerates.pdf for sample fees.

Section 9 CONFIDENTIALITY

Neither party will disclose the other party's or its affiliates' confidential or proprietary information, including Transaction Data and User Profile Data ("Confidential Information") (including the terms of this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:

- i) with the other party's consent;
- ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or
- iii) when required to do so by law or by any binding rule, order or request.

For purposes of this Section 9, the parties agree that confidential or proprietary information does not include any information that is:

- i) already known to the receiving party at the time of disclosure hereunder (other than from the other party or its affiliates) as demonstrated by its written records;
- ii) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information;
- iii) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or
- iv) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

Section 10 MISCELLANEOUS

10.1 ASSIGNMENT

This Agreement shall be binding on the parties, their successors and their permitted assigns. PayByPhone may assign its rights or obligations under this Agreement without Client consent.

10.2 AMENDMENT

All amendments to this Agreement shall be in writing. In the event Client wishes to add new Parking Locations in addition to the Initial Parking Locations (the "Additional Parking Locations") or to add parking spaces to an existing Parking Location, the amendment will be effective against both parties if it is in the form of email between implementation personnel of the parties and, effective the date of such email, the Appendix A will be read to include these Additional Parking Locations or parking spaces.

10.3 SURVIVAL

The confidentiality, intellectual property and indemnification obligations in this Agreement and any other terms that by reasonable implication contemplate continued performance, shall survive the expiry or termination of this Agreement.

10.4 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Except as otherwise expressly set forth herein, nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

10.5 GOVERNING LAW

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of the State of Delaware, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in State of Delaware, and consent to the personal and exclusive jurisdiction and venue of these courts.

10.6 SEVERABILITY

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.7 ATTORNEY'S FEES

In any legal proceeding between the parties, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses.

10.8 FORCE MAJEURE

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.9 ENTIRE AGREEMENT

This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement.

10.10 NO WAIVER

Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

10.11 NOTICE

Any notices provided hereunder shall be given at the address of the recipient specified below or at such other address as specified in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

10.12 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

10.13 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

10.14 AGREEMENT APPROVAL

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

10.15 SOPHISTICATION OF PARTIES

Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

10.16 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

10.17 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

City of Asbury Park, NJ

PayByPhone US Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Notice Address:
1 Municipal Plaza
Asbury Park, NJ 07712

Notice Address:
c/o PayByPhone Technologies Inc.
600-1290 Homer Street, 6th Floor
Vancouver, BC V6B 2Y5
Canada

With a copy to: legal@paybyphone.com

APPENDIX A

PARKING FACILITIES AND METERED PARKING STALLS:

Parking facility located at [address] including [number] of parking spaces.

(the “Initial Parking Locations”).

PRICING:

All amounts are exclusive of any and all taxes, including taxes applicable on fees paid by driver. For the purposes of this Agreement “Transaction” includes (a) user registration for a parking session, permit, validation or extension at a Parking Location through the PayByPhone mobile payment service (whether or not any amount is payable to Client by the user), (b) a refund, (c) a charge reversal and (d) any other operation for which PayByPhone incurs a fee from its gateway provider or an acquirer, if applicable.

ITEM	PRICE
ONE-TIME SETUP FEES	
Signage – Client to continue using existing signage as stipulated in section 4.1 of the Agreement	Included
Training, consulting, marketing, and customer support as described in the Agreement	Included
Mobile payment services setup fee for all Initial Parking Locations	\$1,500 ⁺ Waived
Initial integration with one (1) enforcement solution software	Included
Standard PayByPhone city dynamic label	Included
TRANSACTION FEES	
Client pays to PayByPhone per Transaction (Client may charge driver a non-embedded, on-top of price of parking convenience fee of \$0.35 ²)	\$0.35 ³
Monthly minimum of total Transaction Fees	\$250/mo. ⁴
OPTIONAL FEES	
Custom dynamic label	\$1,000
Additional integration with enforcement solution software	\$500-\$1,500 setup fee and \$0-500 monthly fee per integration ⁵

NOTES:

1. Mobile payment services setup fee includes configuration, testing and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service and other elements of the PayByPhone Portal. One-time setup fees are invoiced at contract signing.
2. Any change in the convenience fee will not affect the price the Client will pay to PayByPhone per Transaction. The convenience fee may only be increased by mutual agreement of both parties.
3. The listed price of the Transaction Fee does not apply to any Transaction (including, without limitation, registration, extension, charge reversal or refund) that relates to daily, weekly, monthly or annual parking session, permit or validation (“Long-Term Parking”). The amount of the Transaction Fee for any Transaction related to Long-Term Parking shall be agreed by both parties in writing. Services covered by the Transaction Fee include interactive voice response solution (IVR). Client is responsible for paying all Transactions Fees and any IVR additional per transaction fees for all Transactions made through the PayByPhone mobile application, web application, and/or IVR (if applicable).

4. Monthly minimum will apply when Transaction Fees per calendar month total less than the specified monthly minimum. Client is responsible for covering the difference between the monthly minimum and the Transaction Fees. For greater certainty, any collected PBP SMS Fees do not count towards any monthly minimum of Transaction Fees.
5. Actual setup and monthly fees for any future integration with enforcement solution software will be based on the integration request type.
6. Client is responsible for paying its own credit card processing and merchant banking fees, if Client is MOR.
7. In the event that PayByPhone is the only form of payment, Client will be responsible for 100% of the call centre fees as a pass through.
8. All fees and charges are payable within 30 days of invoicing.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-81

Resolution authorizing a new agreement between The City of Asbury Park and ParkMobile to for the use of the ParkMobile Parking Application.



RESOLUTION NO. 2025-81

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH PARKMOBILE, LLC 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 has awarded ParkMobile, LLC a competitively bid contract and said contract number 05-50 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 contract awarded to ParkMobile, LLC on May 22, 2019 (Resolution No. 2019-197) through the NCPA to provide the City of Asbury Park with a mobile parking application has expired as of May 2024; and

WHEREAS, as per N.J.S.A 40A:11-5 this new contract agreement shall be for two years in length with up to two optional one-year extensions; and

WHEREAS, the contract term shall commence upon the date of the mutually agreed upon Notice to Proceed that shall be signed by ParkMobile, LLC and the City Manager; and

WHEREAS, said contract is attached to this Resolutions; and

WHEREAS, the Director of Transportation is recommending to the City Council to authorize the renewal of the contract for ParkMobile, LLC to provide the mobile parking application; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the City Manager, Mayor, or City Clerk to enter into an agreement with ParkMobile, LLC as per NCPA Contract 05-50 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, LISA ESPOSITO, 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. 2025-81 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



ParkMobile Service Agreement

This ParkMobile Service Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St. NW, Ste 200, Atlanta, GA 30309 ("ParkMobile") and City of Asbury Park, a New Jersey municipality, with offices at 1 Municipal Plaza, Asbury Park 07712 ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). This Agreement supersedes any prior agreements between the parties. In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS			
Client		ParkMobile	
Legal Name:	City of Asbury Park	Legal Name:	Parkmobile, LLC
Contact:	James Bonanno	Sales Rep:	Danny Lee
Email:	James.Bonanno@cityofasburypark.com	Email:	Danny.Lee@parkmobile.io
Phone:	732-502-5762	Phone:	
Address:	City of Asbury Park 1 Municipal Plaza Asbury Park, 07712	Address:	Parkmobile, LLC 1100 Spring St. NW Ste 200 Atlanta, GA 30309
For legal notices: with a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io .			

SERVICE TERMS	
Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: On-Demand
Initial Term	2 years beginning on the Effective Date
Renewal	This Agreement may be renewed upon mutual written consent for two (2) additional successive one (1) year term unless earlier terminated pursuant to this Agreement's express provisions or either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (each a " <u>Renewal Term</u> " and, collectively, together with the Initial Term, the " <u>Term</u> ").
Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
Merchant of Record	The parties designate Client as the merchant of record. Client is responsible for the payment of payment processing and related fees. ParkMobile will pass real-time authorized debit/credit card transactions to Client via a gateway solution. ParkMobile will issue invoices to Client on a monthly basis for all fees due to ParkMobile under this Agreement. Client shall pay each invoice within



ParkMobile Service Agreement

	thirty (30) days of the invoice date. Client shall make all payments hereunder in US dollars to the address or account specified on the applicable invoice.
Parking Locations	The Services will be provided to Client in the following locations / geographical territory: All Client locations
Signage	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
Governing Law	State of Georgia
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$1,000.00	\$0.00
Custom Development	0	\$165.00/hr	\$0.00
Total Implementation Fees:			\$0.00

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

USER FEES		
On-Demand User Fee	\$0.40	per transaction

**ParkMobile Service Agreement**

The parties have executed this Agreement as of the Effective Date.

CITY OF ASBURY PARK

By: _____

Name:

Title:

Date:

PARKMOBILE, LLC

By: _____

Name:

Title:

Date:

Attachment: [LF] ParkMobile Services Agreement (City of Asbury Park)--2024-06-13---dk (2025-81 : ParkMobile Agreement 2025)



ParkMobile Service Agreement

SCHEDULE 1: CLIENT GENERAL TERMS & CONDITIONS

1. SERVICES

- 1.1 General.** During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.
- 1.2 Launch Date.** The parties will mutually agree upon the launch date for the Services.
- 1.3 ParkMobile Application.** On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.
- 1.4 Parking Management Services.** Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.
- 1.5 Parking Locations.** The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.
- 1.6 Publicity of Services.** Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.
- 1.7 Reserved.**
- 1.8 PCI DSS.** ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.
- 1.9 Online Client General Terms & Conditions.** The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at <https://parkmobile.io/client-terms> with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

- 2.1 Provision of Access.** Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.
- 2.2 Documentation License.** ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

- 2.3 Use Restrictions.** Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.

- 2.4 Reservation of Rights.** Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.

- 2.5 Changes.** ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

- 2.6 Suspension or Termination of Services.** Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv) Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any other client, end user, vendor or partner of ParkMobile; or



ParkMobile Service Agreement

(v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

3.1 Use of Platform Account. Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

3.2 Parking Information. Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

3.3 Effect of Client Failure or Delay. ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

4.1 Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 Client Support. ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 End-User Support. ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days

a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

5.1 General. Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 Personal Data. In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

6.1 Client Data. Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

6.2 Client Brand Features. Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.3 ParkMobile IP. Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

6.4 ParkMobile Brand Features. ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.5 ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to Client upon Client's execution of ParkMobile's Data Protection Agreement. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge



ParkMobile Service Agreement

and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

6.6 Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

6.7 Reservation of Rights. ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

7.1 Fees. Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

7.2 Payment Terms. The parties designate Client as the merchant of record. Client is responsible for the payment of payment processing and related fees. ParkMobile will pass real-time authorized debit/credit card transactions to Client via a gateway solution. ParkMobile will issue invoices to Client on a monthly basis for all fees due to ParkMobile under this Agreement. Client shall pay each invoice within thirty (30) days of the invoice date. Client shall make all payments hereunder in US dollars to the address or account specified on the applicable invoice.

7.3 Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

7.4 Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available: (a) ParkMobile may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Client shall reimburse ParkMobile for all costs incurred by ParkMobile in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for thirty (30) days following written notice thereof, ParkMobile may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other person by reason of such suspension.

7.5 No Deductions or Setoffs. All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7.6 RESERVED

7.7 Reserved.

8. REPRESENTATIONS AND WARRANTIES

8.1 Mutual. Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 ParkMobile. ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

8.3 Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

9. INDEMNIFICATION

9.1 Mutual. Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.

9.2 ParkMobile. ParkMobile will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with ParkMobile, and allows ParkMobile sole authority to control the defense and settlement of such claim.



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9.3 Client. Client will indemnify, defend, and hold harmless ParkMobile from and against any and all Losses incurred by ParkMobile resulting from any Third-Party Claim arising out of Client's disclosure or use of ParkMobile User Data in violation of this Agreement.

9.4 Mitigation. If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.

9.5 Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PARKMOBILE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR

EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 Exceptions. The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

11. RESERVED

12. GENERAL TERMS

12.1 Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ParkMobile's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

12.2 Severability. If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

12.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.4 Notices. Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. Any notice permitted or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.

12.5 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Georgia, United States of America (including its statutes of limitations).

12.6 Amendment; Waivers. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a



ParkMobile Service Agreement

Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

- 12.7 Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- 12.8 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.9 Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 12.10 Independent Contractors.** The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
- 12.11 Export Control.** Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.
- 12.12 Interpretation.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.
- 12.13 Counterparts.** The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

13. DEFINITIONS

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Client Data" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitate the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.



ParkMobile Service Agreement

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.



ParkMobile Service Agreement

SCHEDULE 2: SERVICES ON-DEMAND PARKING SERVICES

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.

Attachment: [LF] ParkMobile Services Agreement (City of Asbury Park)---2024-06-13---dk (2025-81 : ParkMobile Agreement 2025)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-82

Authorizing the extension for Electronic Beach Badge System for the City of Asbury Park with WRSTBND at zero cost to the City from January 1, 2025 through December 31, 2030.



RESOLUTION NO. 2025-82

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

RESOLUTION AUTHORIZING THE EXTENSION ELECTRONIC BEACH BADGE SYSTEM FOR THE CITY OF ASBURY PARK THROUGH DECEMBER 31, 2030

WHEREAS, in 2024 the City of Asbury Park advertised for Electronic Beach Badge System and proposals were received on February 29, 2024; and

WHEREAS, WRSTBND was awarded the contract for Electronic Beach Badge System via Resolution 2024-174 covering a one-year period from January 2024 and ending December 2024; and

WHEREAS, N.J.S.A. 40A:11-15(5) - Duration of certain contracts, allows for data processing services, for any term not more than seven years; and

WHEREAS, it is to the City's best interest to extend the contract from January 2025 through December 2030; and

WHEREAS, WRSTBND has expressed an interest in extending the contract for the time period of January 2025 through December 2030 at zero cost to the City; and

WHEREAS, the City Clerk and Mayor are hereby authorized to sign any paperwork associated with a contract extension; and

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Asbury Park, in the County of Monmouth and the State of New Jersey, approves the extension for Electronic Beach Badge System from January 2025 through December 2030 with WRSTBND.

I, LISA ESPOSITO, 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. 2025-82 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 27, 2024
RESOLUTION SUMMARY

2024-174

Resolution awarding the RFP for Electronic Beach Badge System to WRSTBND at zero cost to the City.



RESOLUTION NO. 2024-174

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AWARDING ELECTRONIC BEACH BADGE SYSTEM FOR THE CITY OF ASBURY PARK

WHEREAS, on Thursday, February 29, 2024 the City of Asbury Park (the “City”) accepted proposals for Electronic Beach Badge System; and

WHEREAS, the City received two (2) proposals on or prior to the advertised due date; and

WHEREAS, the proposals received are as follows:

1. WRSTBND;
2. Direct Technology Holdings Inc. d/b/a Yodel Pass;

WHEREAS, in accordance with the methodology specified in the RFP, the Beach Safety Supervisor, the Director of Capital Projects and Public Facilities and Director of Information Technology reviewed and ranked the proposals received and conducted interviews; and

WHEREAS, in a memorandum dated March 18, 2024, the Beach Safety Supervisor provided a letter of recommendation in which he recommended that the contract for electronic beach badge system be awarded to WRSTBND; and

WHEREAS, a copy of the report is attached hereto and made a part hereof; and

WHEREAS, in accordance with the Beach Safety Supervisor's recommendation, the Mayor and Council now wish to authorize the award of a contract to WRSTBND for the electronic beach badge system at zero cost to the City of Asbury Park.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, as follows:

1. The contract for the electronic beach badge system is hereby awarded to WRSTBND, in accordance with its proposal.
2. The City is hereby authorized to enter into an Agreement with WRSTBND for electronic beach badge system, which Agreement shall incorporate all of the requirements set forth in the RFP and shall be in a form satisfactory to the City

Attorney and City Manager.

3. The Mayor is hereby authorized to execute, and the City Clerk to attest, said Agreement.
4. All other City officials and/or employees are hereby authorized to perform such actions as are necessary in order to further the intentions of the within Resolution.
5. After notification of award, but prior to execution of a contract, WRSTBND must execute and submit the following:
 - a. Mandatory Equal Employment Opportunity Language
 - b. Required Evidence Affirmative Action Regulations
 - c. Americans with Disabilities Act Compliance Statement
 - d. New Jersey Anti-Discrimination Provisions
 - e. Internal Revenue Service (IRS) Form W-9
 - f. State of New Jersey Business Registration Certificate
 - g. Certificate of Employee Information Report
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Holly Haughney, WRSTBND
 - (b) Lillian L. Nazzaro, City Manager
 - (c) Joe Bongiovanni, Beach Safety Supervisor
 - (d) JoAnn Boos, CFO
 - (e) Tracy Lizardi, Director of Purchasing
 - (f) Frederick C. Raffetto, Esq., Municipal Attorney

I, LISA ESPOSITO, 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. 2024-174 which was finally adopted by the City Council at a meeting held on the 27th day of March, 2024

CERTIFIED BY ME THIS 28th DAY OF March, 2024.


 Lisa Esposito, City Clerk

3/28/2024

LISA ESPOSITO
CITY CLERK

✓ Vote Record - Resolution 2024-174						
☒ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended						
☐ Defeated						
☐ Tabled						
☐ Withdrawn						
☐ Second Reading						
☐ Resolution Failed for Lack of						
☐ Second						
	Angela Ahbez-Anderson	Mover	☒	☐	☐	☐
	Eileen Chapman	Second	☒	☐	☐	☐
	Yvonne Clayton	Voter	☒	☐	☐	☐
	Amy Quinn	Voter	☒	☐	☐	☐
	John Moor	Voter	☒	☐	☐	☐



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-83

Resolution authorizing an annual service contract for Mobile Data Service Coverage with Wireless Communications & Electronics under NJ State Contract #20-TELE-00910, billed at \$1,220.00 per month for an annual total of \$14,640.00



RESOLUTION NO. 2025-83

**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, Inc. 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, Inc. off of NJ State Contract #20-TELE-00910; and

WHEREAS, the City has obtained the attached quote totaling \$14,640.00 for 2025 from Wireless Communications & Electronics, Inc.; 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: 5-01-25-240-000-218. 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, Inc. in the total annual 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, LISA ESPOSITO, 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. 2025-83 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



Wireless Electronics, Inc.
55 Liberty St
Metuchen, NJ 08840

QUOTATION

Quote Number: M23882

Quote Date: Dec 5, 2024

Page: 1

Voice: 732-926-1000

Fax: 732-548-7312

Quoted To:

ASBURY PARK POLICE DEPT.
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

Ship To:

ASBURY PARK POLICE DEPT.
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

Customer ID	Good Thru	Payment Terms	Sales Rep
ASBURY PARK POLICE	1/4/25	Net 30 Days	SA-John D

Quantity	Item	Description	Unit Price	Amount
	note	Mobile Data Service Contract Auto Renewal 2025		
		Coverage includes all parts and labor		
12.00	ServiceContract	Qty 20 Panasonic CF30/31 Toughbooks @ \$24.50 per month = \$490.00 per month	490.00	5,880.00
12.00	ServiceContract	Qty 20 Panasonic Arbitrators @ \$28.50 per month = \$570.00 per month	570.00	6,840.00
12.00	ServiceContract	Qty 70 Panasonic Body Cameras- Wrap Around Maintenance- Total \$160.00 per month	160.00	1,920.00
	note	Standard Service Requests with 24 hour on site response.		
	note	Customer to be invoiced Monthly		
	note	Physical Damage and Accessories are not covered under this agreement		
1.00	ServiceContract	Wireless State Contract #20-TELE-00910		

Please note: A Purchase Order MUST be supplied before any service or product is rendered.

Subtotal	14,640.00
Sales Tax	
TOTAL	14,640.00

Attachment: ANNUAL MOBILE DATA QUOTE (2025-83 : Authorizing an annual service agreement for mobile data service coverage)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-84

Resolution approving change order #2 for the roof replacement at City Hall, DPW and Transportation in the amount of \$9,772.75. This change order represents extensive debris left over from the previous roofing project in the metal deck flues causing additional abatement work at the City Hall location.



RESOLUTION NO. 2025-84

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

RESOLUTION APPROVING CHANGE ORDER #2 FOR THE ROOF REPLACEMENT AT CITY HALL, DPW AND TRANSPORTATION

WHEREAS, the City Council of Asbury Park awarded a contract to USA General Contractors Corp. on May 8, 2024 for Roof Replacement at City Hall, DPW and Transportation via Resolution #2024-233; and

WHEREAS, the original contract amount approved by the City Council was in the sum of one million nine hundred five thousand three hundred eight dollars and eighty-seven cents (\$1,905,308.87); and

WHEREAS, the City had approved via Resolution 2024-438 Change Order #1 resulting in an additional amount of eighty-six thousand five hundred ninety dollars and zero cents (\$86,590.00) to the contract; and

WHEREAS, the contractor is requesting Change Order #2 in the amount of \$9,772.75 and represents a new contract amount of two million one thousand six hundred seventy-one dollars and sixty-two cents (\$2,001,671.62); and

WHEREAS, the change order represents extensive debris left over from the previous roofing project in the metal deck flues causing additional abatement work at the City Hall location; and

WHEREAS, the execution of Change Order No. 2 will not cause the originally awarded contract price to be exceeded by more than 20% ;and

WHEREAS, the Chief Financial Officer has certified there are sufficient funds in the Capital account C-04-55-998-185-001 to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that this Change Order 2 shall not exceed nine thousand seventy-seven dollars and seventy-five cents (\$9,772.75).

BE IT FURTHER RESOLVED that the Acting City Manager is hereby authorized to

execute Change Order Number 2 on behalf of the Governing Body, and contracts relating to this project, which shall be in a form satisfactory to the City Attorney.

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

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

BE IT FURTHER RESOLVED that a copy of this Resolution be provided USA General Contractors Corp., Acting City Manager, CFO, Department of Public Works Deputy Director and City Purchasing Agent .

I, LISA ESPOSITO, 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. 2025-84 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK

USA General Contractors Corp. 167 State Route 33 Manalapan NJ 07726																								
Project # Asbury Park Municipal Bldg. USA Change Order # 2																								
Tel. (908) 436 3739 Fax. (908) 436 1661																								
Location : Asbury Council Chambers																								
Reference: Debris in metal deck																								
Total Change Order Amount \$ 9,772.75																								
<table border="1"> <thead> <tr> <th>Work Description</th> <th>Craft</th> <th>Man Power</th> <th>Hours</th> <th>Rate</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>During demolition it was discovered that debris from a prior roofing project was left in the metal flue of deck. This resulted in a additional labor to clean and disposal cost.</td> <td>Roofing</td> <td>13</td> <td>3.5</td> <td>135</td> <td>6142.5</td> </tr> <tr> <td colspan="5">Sub Total</td> <td>\$ 6,142.50</td> </tr> </tbody> </table>							Work Description	Craft	Man Power	Hours	Rate	Amount	During demolition it was discovered that debris from a prior roofing project was left in the metal flue of deck. This resulted in a additional labor to clean and disposal cost.	Roofing	13	3.5	135	6142.5	Sub Total					\$ 6,142.50
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Sub Total					\$ 6,142.50																			
MATERIAL BREAKDOWN																								
Description	Quantity	Units	Price/unit	Amount																				
				\$ -																				
				\$ -																				
				\$ -																				
				\$ -																				
				\$ -																				
		Sub Total		\$ -																				
EQUIPMENT BREAKDOWN																								
Waste Disposal	1	LS	\$ 525.00	\$ 525.00																				
Crane Services	1	ls	\$ 850.00	\$ 850.00																				
Sub Total					\$ 1,375.00																			
COST SUMMARY																								
Contractor Base Cost				\$ 7,517.50																				
COOP Fee, Contractor O H & P				\$ 2,255.25																				
TOTAL				\$ 9,772.75																				

Tracy Lizardi

From: Bryan Jones - USA GC <bryanj@usagcc.com>
Sent: Tuesday, November 26, 2024 11:00 AM
To: Daniel Paczkowski
Cc: Tracy Lizardi; Lillian Nazzaro; Gregory Toro; JoAnn Boos; John Hayes; Stephen LoSacco
Subject: [EXTERNAL] Asbury Roofing Project

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,

I wanted to touch base regarding the balance of the work on the roofing project. Currently we have the following dates for metal from Garland.

Wall panels shipping 12/09

Coping and R Mer Force shipping 12/27

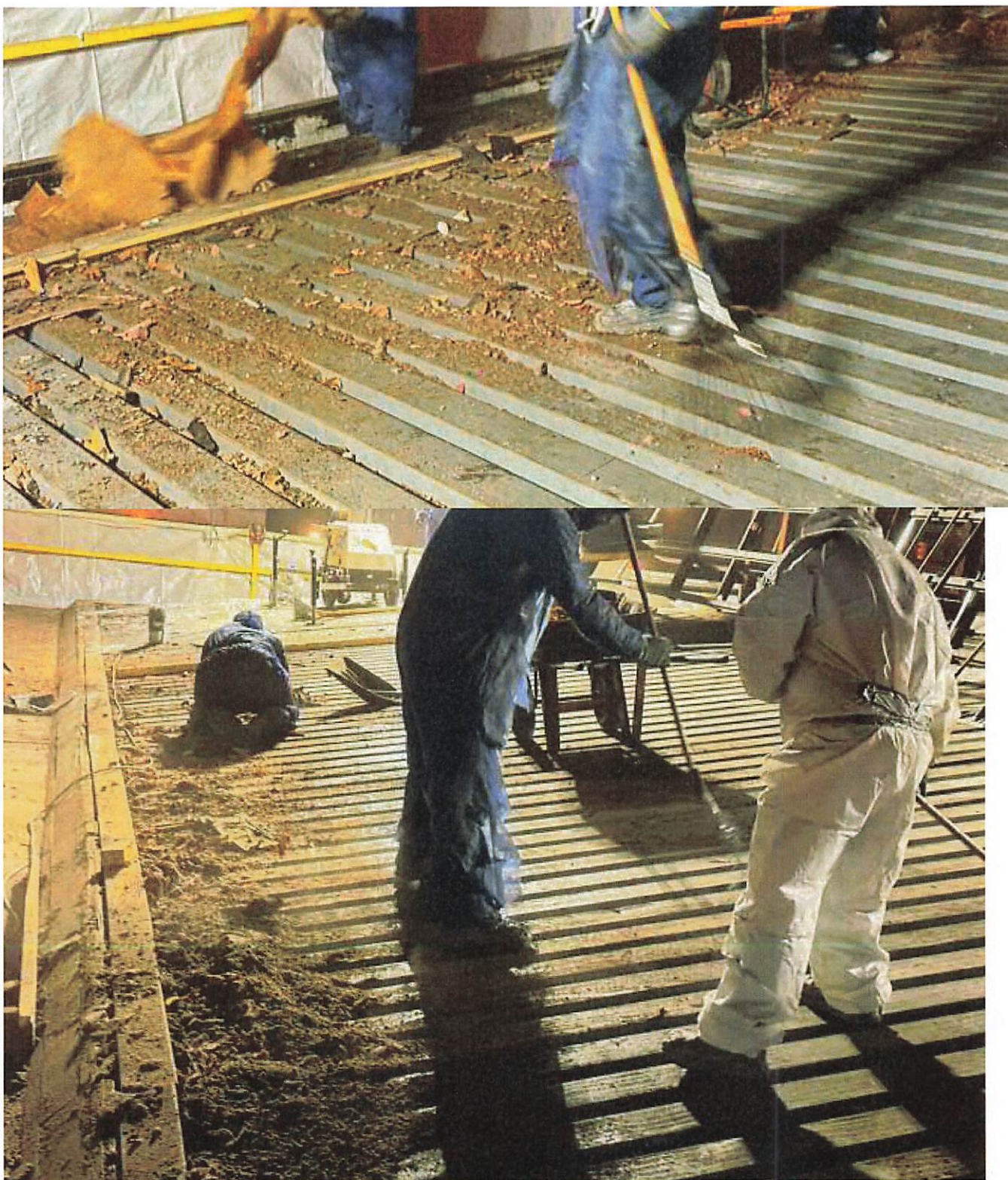
We are pushing to get the coping sooner and will provide updates as we get them.

One item that fell through the cracks was an issue that arose during the demolition on council chambers. There was extensive debris left over from a previous roofing project in the metal deck flues that caused more work for abatement contractor. They requested a change order for this work which I believe is just. There are some photos below. Please let me know how to proceed.

It has been a while since we spoke so if there are any questions or concerns, please let me know.

If I do not hear back before the holiday, I hope everyone has a great Thanksgiving.





Thank You,

Bryan Jones
Project Manager
 167 State Rt. 33
 Manalapan, NJ 07726
 C: (386) 801-0239
 O: (908) 436-3739
 24h-(833)USAGCC1ext.702
bryanj@usagcc.com
WWW.USAGCC.COM

CERTIFIED SBE/WBE



Review us on Google, Facebook and LinkedIn - [CLICK HERE](#)

"Respect is earned. Honesty is appreciated. Trust is gained. Loyalty is returned."



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-85

Authorizing the County of Monmouth Mosquito Control Division to Conduct Aerial Mosquito Control Operations within the City of Asbury Park



RESOLUTION NO. 2025-85

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

RESOLUTION AUTHORIZING THE COUNTY OF MONMOUTH MOSQUITO CONTROL DIVISION TO CONDUCT AERIAL MOSQUITO CONTROL OPERATIONS WITHIN THE CITY OF ASBURY PARK

WHEREAS, the Monmouth County Board of Chosen Freeholders, pursuant to N.J.S.A. 26:9-27 et seq. has elected through its Mosquito Control Division to perform all acts necessary for the elimination of mosquito breeding areas and/or to exterminate mosquitoes within the county; and

WHEREAS, the County has instituted an Integrated Pest Management Program consisting of surveillance, water management, biological control, and chemical control to exterminate the mosquito population within the County of Monmouth; and

WHEREAS, prior to conducting aerial dispensing operations over a designated “congested area,” the County is required, pursuant to Federal Aviation Administration Regulation (FAR Part 137.51), to secure prior written approval from the governing body of the political subdivision over which the aircraft is to be operated; and

WHEREAS, the City of Asbury Park is designated as a “congested area” by the Federal Aviation Administration and the County has requested that this governing body consent to its proposed aerial dispensing operations.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Governing Body hereby authorizes the County of Monmouth Mosquito Control Division or its agent to apply pesticides by aircraft for mosquito control in certain areas of the municipality designated by the County as being either larval mosquito habitat or areas harboring high populations of mosquitoes constituting either a nuisance, a health hazard, or both with the understanding that:
 - a. The County shall utilize pesticides, application equipment and aircraft that are approved for aerial applications by the applicable Federal (USEPA) AND State (NJDEP) agencies; and
 - b. Such operations will be performed in compliance with applicable Federal and State regulations; and

- c. The County will notify the police department of each municipality over which aerial pesticide operations are planned prior to commencement of such operations.

I, LISA ESPOSITO, 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. 2025-85 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-86

Resolution rejecting bids for Asbury Park Boardwalk Restrooms and authorizing re-bid. NJDEP indicted that the design of the restrooms required revisions to elevate the buildings which requires all bids to get rejected and re-bid.



RESOLUTION NO. 2025-86

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

RESOLUTION REJECTING BIDS FOR ASBURY PARK BOARDWALK RESTROOMS AND AUTHORIZING RE-BID

WHEREAS, on Friday, December 13, 2024 at 1:00 PM the City of Asbury Park received seven (7) bids for Asbury Park Boardwalk Restrooms; and

WHEREAS, subsequent to the receipt of bids, the New Jersey Department of Environmental Protection (NJDEP) indicated that the design of the restrooms required revisions to the elevation of the buildings; 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 (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

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 Boardwalk Restroom are rejected and shall be re-bid.

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

I, LISA ESPOSITO, 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. 2025-86 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



ASPK-00798

January 20, 2025
(Via email)

John Hayes, Acting City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: Asbury Park Boardwalk Restrooms
City of Asbury Park
Recommendation to Reject Bids**

Dear Mr. Hayes:

As you are aware, the City of Asbury Park received bids for the Asbury Park Boardwalk Restrooms project on December 13, 2024. The results were transmitted to the City by the project architect, Arcari+Iovino on January 3, 2025, along with the recommendation to award the project to the lowest responsible bidder, McCauley Construction Co. of Long Branch, NJ.

Subsequent to the receipt of bids, the City received correspondence from the New Jersey Department of Environmental Protection (NJDEP) indicating that the design of the restrooms required revisions to elevate the buildings above the 2014 Preliminary FEMA Flood Map elevation of 12' rather than the current 2022 Effective FEMA Flood Map elevation of 10' upon which the design was based. This information was further explained to Mayor and City Council during the Executive Session held on January 15th, 2025.

The award of the project was discussed in detail, and the decision was made by Council to reject all bids, redesign the facilities as dictated by NJDEP, and plan to re-bid the project late summer 2025 and commence construction in September, 2025.



Le: Mr. John Hayes, Acting City Manager

Re: Boardwalk Restrooms Project
Recommendation to Reject Bids

We concur with Council's decision, and hereby recommend that the City proceed with the rejection of bids for the reasons outlined herein at the next scheduled City Council meeting on January 29, 2025.

If you have any questions or require additional information, kindly advise.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER / PRINCIPAL PROJ. MGR.

On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

FWM:JDH:AJA

Cc: Via Email to:
JoAnn Boos, CFO
Tracy Lizardi, City Purchasing Agent
Lisa Esposito, City Clerk
Gregory Toro, Deputy Director of Public Works
James Bonanno, Transportation Manager
Kevin N. Starkey, Esq., City Attorney
James Foster, Treasurer
Anthony Iovino, City Architect
Ralph Justo, Project Architect



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-87

Awarding a bid for First Avenue Roadway Improvements to S. Brothers in the amount of \$3,552,358.83 utilizing Capital Funds and NJ DOT Grant Funds.



RESOLUTION NO. 2025-87

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

RESOLUTION AWARDING A BID FOR FIRST AVENUE ROADWAY IMPROVEMENTS

WHEREAS, the City of Asbury Park duly advertised on January 2, 2025 for the receipt of bids for the First Avenue Roadway Improvements; and

WHEREAS, eleven (11) bids were received on Friday, January 17, 2025 and reviewed by the City Engineer and Director of Purchasing; and

WHEREAS, the City reserves the right to award the contract to the lowest responsible bidder which best serves the City's operating needs and;

WHEREAS, it is the desire of the governing body to award a contract for the First Avenue Roadway Improvements to S. Brothers in the amount of three million five hundred fifty-two thousand three hundred fifty eight dollars and eighty-three cents (\$3,552,358.83); and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts C-09-17-911-000-902 and C-09-17-911-000-903 upon concurrence of award by the New Jersey Department of Transportation. 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 that it hereby awards a contract to S. Brothers for the First Avenue Roadway Improvements.

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

I, LISA ESPOSITO, 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. 2025-87 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



YOUR GOALS. OUR MISSION.

3.D.15.a

ASPK-00795

January 20, 2025
(Via email)

John Hayes, Acting City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
First Avenue Roadway Improvements
Recommendation to Award Bid**

Dear Mr. Hayes:

On Friday, January 17, 2025, eleven (11) bids were received for the above referenced project. This project consists of the reconstruction of the roadway, construction and replacement of concrete curb and sidewalk, ADA upgrades, and replacement of drainage and sanitary sewer infrastructure on portions of First Avenue, Pine Street, Langford Steet, and Comstock Street.

A bid summary is provided below, and complete bid tabulation is attached for your reference.

Bidder	Total Amount Bid
S. Brothers, Inc.	\$3,552,358.83
Lucas Brothers, Inc.	\$3,798,000.00
D'Avellino Construction, Inc.	\$3,911,628.00*
Black Rock Enterprises	\$3,918,541.55
Fernandes Construction, Inc.	\$3,945,003.69
James R. Ientile, Inc.	\$3,992,150.00
Earle Asphalt Company	\$4,005,313.13
S&G Paving, Inc.	\$4,014,014.00
Underground Utilities Corp.	\$4,073,005.55
P&A Construction, Inc.	\$4,222,712.17
DeFazio Industries, LLC	\$5,352,703.00
<i>Engineer's Estimate</i>	<i>\$3,907,395.00</i>

* Corrected Amount

The apparent low bidder is S. Brothers, Inc., 16 Sobechko Road, Manalapan, NJ 07726. T&M has worked with S. Brothers, Inc. on past projects in Monmouth County and find their work to be satisfactory. We have also contacted the apparent low bidder to confirm he is prepared to proceed.

Based upon the above, T&M recommends that the City award the contract to the low bidder, S. Brothers, Inc., for the total amount of **\$3,552,358.83**.



Le: John Hayes, Acting City Manager

Re: First Avenue Roadway Improvements
Recommendation to Award Bid

Award of the contract should be made contingent upon certification of the availability of funds by the CFO, review of the bid package by the City Attorney, and concurrence of award by the New Jersey Department of Transportation.

If you have any questions or require additional information, kindly advise.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER / PRINCIPAL PROJ. MGR.
On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.
ASBURY PARK CITY ENGINEER

FWM:JDH:AJA

Enclosures

Cc: Via Email to:
JoAnn Boos, CFO
Tracy Lizardi, City Purchasing Agent
Lisa Esposito, City Clerk
Gregory Toro, Deputy Director of Public Works
James Bonanno, Transportation Manager
Kevin N. Starkey, Esq., City Attorney
James Foster, Treasurer
All Bidders

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Attachment: First Avenue Roadway Improvement_Recommendation of Award Letter (2025-87 : Awarding a Bid for First Avenue Roadway

BID SUMMARY FIRST AVENUE ROADWAY IMPROVEMENTS CITY OF ASBURY PARK ASPK-00795 JANUARY 17, 2025				Engineer's Estimate		S. Brothers, Inc. 16 Sobechko Road Manalapan, NJ 07726		Lucas Brothers, Inc. 80 Amboy Road Morganville, NJ 07751		D'Avellino Construction Inc. 62 Court St., Suite 2 Freehold, NJ 07728		Black Rock Enterprises 1316 Englishtown Road Old Bridge, NJ 08857		Fernandes Construction, Inc. 25 Stonegate Drive Monroe, NJ 08831		James R. Ientile, Inc. 28 Vanderberg Road Marlboro, NJ 07746	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
1	Performance Bond and Payment Bond	LS	1	\$50,000.00	\$50,000.00	\$11,000.00	\$11,000.00	\$22,000.00	\$22,000.00	\$130,000.00	\$130,000.00	\$19,000.00	\$19,000.00	\$50,000.00	\$50,000.00	\$51,000.00	\$51,000.00
2	Soil Erosion and Sediment Control	LS	1	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00	\$0.01	\$0.01	\$0.95	\$0.95
3	Police Traffic Directors	MH	3,720	\$100.00	\$372,000.00	\$100.00	\$372,000.00	\$100.00	\$372,000.00	\$100.00	\$372,000.00	\$100.00	\$372,000.00	\$100.00	\$372,000.00	\$100.00	\$372,000.00
4	Drum	UNIT	10	\$55.00	\$550.00	\$1.00	\$10.00	\$0.01	\$0.10	\$2.00	\$20.00	\$1.00	\$10.00	\$100.00	\$1,000.00	\$0.01	\$0.10
5	Traffic Cone	UNIT	30	\$25.00	\$750.00	\$1.00	\$30.00	\$0.01	\$0.30	\$2.00	\$60.00	\$25.00	\$750.00	\$100.00	\$3,000.00	\$0.01	\$0.30
6	Construction Signs, W20-1, 48"x48"	SF	16	\$25.00	\$400.00	\$1.00	\$16.00	\$12.00	\$192.00	\$4.00	\$64.00	\$250.00	\$4,000.00	\$10.00	\$160.00	\$0.05	\$0.80
7	Construction Signs, W20-1A, 48"x48"	SF	16	\$25.00	\$400.00	\$1.00	\$16.00	\$12.00	\$192.00	\$4.00	\$64.00	\$250.00	\$4,000.00	\$10.00	\$160.00	\$0.05	\$0.80
8	Construction Signs, W20-1C, 48"x48"	SF	16	\$25.00	\$400.00	\$1.00	\$16.00	\$12.00	\$192.00	\$4.00	\$64.00	\$250.00	\$4,000.00	\$10.00	\$160.00	\$0.05	\$0.80
9	Construction Signs, W20-4B, 48"x48"	SF	16	\$25.00	\$400.00	\$1.00	\$16.00	\$12.00	\$192.00	\$4.00	\$64.00	\$250.00	\$4,000.00	\$10.00	\$160.00	\$0.05	\$0.80
10	Construction Signs, W20-7B, 48"x48"	SF	16	\$25.00	\$400.00	\$1.00	\$16.00	\$12.00	\$192.00	\$4.00	\$64.00	\$250.00	\$4,000.00	\$10.00	\$160.00	\$0.05	\$0.80
11	Construction Signs, G20-2, 48"x24"	SF	8	\$25.00	\$200.00	\$1.00	\$8.00	\$12.00	\$96.00	\$4.00	\$32.00	\$250.00	\$2,000.00	\$10.00	\$80.00	\$0.20	\$1.60
12	Fuel Price Adjustment	DOL	5,000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
13	Asphalt Price Adjustment	DOL	10,000	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
14	Clearing Site	LS	1	\$100,000.00	\$100,000.00	\$383,840.00	\$383,840.00	\$467,487.05	\$467,487.05	\$285,607.00	\$285,607.00	\$325,000.00	\$325,000.00	\$175,000.00	\$175,000.00	\$72,384.00	\$72,384.00
15	Core Samples, HMA	UNIT	6	\$500.00	\$3,000.00	\$600.00	\$3,600.00	\$850.00	\$5,100.00	\$400.00	\$2,400.00	\$250.00	\$1,500.00	\$700.00	\$4,200.00	\$635.00	\$3,810.00
16	Removal of Concrete Pavement	SY	690	\$100.00	\$69,000.00	\$1.00	\$690.00	\$13.00	\$8,970.00	\$30.00	\$20,700.00	\$0.01	\$6.90	\$15.00	\$10,350.00	\$38.50	\$26,565.00
17	Removal & Disposal of Existing Brick & Granite Gutters	LF	4,265	\$10.00	\$42,650.00	\$1.00	\$4,265.00	\$3.00	\$12,795.00	\$8.00	\$34,120.00	\$0.01	\$42.65	\$5.00	\$21,325.00	\$6.50	\$27,722.50
18	Excavation, Test Pits (If & Where Directed)	CY	18	\$500.00	\$9,000.00	\$0.01	\$0.18	\$1,500.00	\$27,000.00	\$130.00	\$2,340.00	\$850.00	\$15,300.00	\$400.00	\$7,200.00	\$650.00	\$11,700.00
19	DGA Base Course, 6" Thick	SY	13,280	\$2.00	\$26,560.00	\$0.01	\$132.80	\$0.01	\$132.80	\$7.00	\$92,960.00	\$1.00	\$13,280.00	\$15.00	\$199,200.00	\$17.80	\$236,384.00
20	HMA Milling, 3" or Less	SY	14,935	\$4.00	\$59,740.00	\$4.00	\$59,740.00	\$4.90	\$73,181.50	\$4.00	\$59,740.00	\$2.50	\$37,337.50	\$5.00	\$74,675.00	\$4.00	\$59,740.00
21	Tack Coat	GAL	1,495	\$5.00	\$7,475.00	\$6.00	\$8,970.00	\$0.01	\$14.95	\$1.00	\$1,495.00	\$5.00	\$7,475.00	\$0.01	\$14.95	\$0.01	\$14.95
22	Sawcutting (If & Where Directed)	LF	1,500	\$1.00	\$1,500.00	\$0.01	\$15.00	\$1.10	\$1,650.00	\$1.00	\$1,500.00	\$2.00	\$3,000.00	\$8.00	\$12,000.00	\$0.01	\$15.00
23	Polymerized Joint Adhesive	LF	9,660	\$1.00	\$9,660.00	\$0.01	\$96.60	\$0.01	\$96.60	\$1.00	\$9,660.00	\$0.50	\$4,830.00	\$0.01	\$96.60	\$0.01	\$96.60
24	HMA 9.5M64, Surface Course	TON	1,790	\$110.00	\$196,900.00	\$100.00	\$179,000.00	\$200.00	\$358,000.00	\$110.00	\$196,900.00	\$105.00	\$187,950.00	\$110.00	\$196,900.00	\$128.00	\$229,120.00
25	HMA 19M64, Base Course	TON	3,580	\$110.00	\$393,800.00	\$100.00	\$358,000.00	\$80.00	\$286,400.00	\$100.00	\$358,000.00	\$113.50	\$406,330.00	\$100.00	\$358,000.00	\$144.00	\$515,520.00
26	15" Reinforced Concrete Pipe, Class V	LF	711	\$125.00	\$88,875.00	\$110.00	\$78,210.00	\$118.00	\$83,898.00	\$150.00	\$106,650.00	\$108.00	\$76,788.00	\$136.00	\$96,696.00	\$114.00	\$81,054.00
27	18" Reinforced Concrete Pipe, Class V	LF	1,117	\$175.00	\$195,475.00	\$116.00	\$129,572.00	\$120.00	\$134,040.00	\$180.00	\$201,060.00	\$120.00	\$134,040.00	\$139.00	\$155,263.00	\$120.00	\$134,040.00
28	24" Reinforced Concrete Pipe	LF	85	\$250.00	\$21,250.00	\$138.00	\$11,730.00	\$165.00	\$14,025.00	\$220.00	\$18,700.00	\$200.00	\$17,000.00	\$165.00	\$14,025.00	\$195.00	\$16,575.00
29	36" Reinforced Concrete Pipe	LF	391	\$300.00	\$117,300.00	\$170.00	\$66,470.00	\$185.00	\$72,335.00	\$278.00	\$108,698.00	\$275.00	\$107,525.00	\$250.00	\$97,750.00	\$267.00	\$104,397.00
30	19"x30" Horizontal Elliptical Reinforced Concrete Pipe	LF	45	\$750.00	\$33,750.00	\$180.00	\$8,100.00	\$185.00	\$8,325.00	\$350.00	\$15,750.00	\$275.00	\$12,375.00	\$300.00	\$13,500.00	\$262.00	\$11,790.00
31	6" Ductile Iron Pipe	LF	80	\$150.00	\$12,000.00	\$100.00	\$8,000.00	\$110.00	\$8,800.00	\$150.00	\$12,000.00	\$100.00	\$8,000.00	\$200.00	\$16,000.00	\$150.00	\$12,000.00
32	16" Ductile Iron Pipe	LF	123	\$200.00	\$24,600.00	\$200.00	\$24,600.00	\$240.00	\$29,520.00	\$250.00	\$30,750.00	\$225.00	\$27,675.00	\$275.00	\$33,825.00	\$242.00	\$29,766.00
33	Reset Existing Casting	UNIT	10	\$500.00	\$5,000.00	\$1.00	\$10.00	\$230.00	\$2,300.00	\$150.00	\$1,500.00	\$350.00	\$3,500.00	\$400.00	\$4,000.00	\$725.00	\$7,250.00
34	Inlet, Type B w/Bicycle Safe Grate & Type N Eco Head	UNIT	25	\$5,500.00	\$137,500.00	\$4,500.00	\$112,500.00	\$5,100.00	\$127,500.00	\$5,000.00	\$125,000.00	\$4,800.00	\$120,000.00	\$4,750.00	\$118,750.00	\$3,800.00	\$95,000.00
35	Inlet Filter, Type 1	UNIT	25	\$150.00	\$3,750.00	\$0.01	\$0.25	\$1.00	\$25.00	\$100.00	\$2,500.00	\$200.00	\$5,000.00	\$0.01	\$0.25	\$140.00	\$3,500.00
36	Manhole, 4' Diameter	UNIT	2	\$7,500.00	\$15,000.00	\$7,900.00	\$15,800.00	\$7,300.00	\$14,600.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$4,800.00	\$9,600.00	\$4,200.00	\$8,400.00
37	Manhole, 5' Diameter	UNIT	7	\$8,500.00	\$59,500.00	\$9,000.00	\$63,000.00	\$8,200.00	\$57,400.00	\$7,600.00	\$53,200.00	\$8,500.00	\$59,500.00	\$6,700.00	\$46,900.00	\$5,900.00	\$41,300.00
38	Concrete Sidewalk, 4" Thick	SY	3,135	\$90.00	\$282,150.00	\$92.00	\$288,420.00	\$92.00	\$288,420.00	\$81.00	\$253,935.00	\$95.00	\$297,825.00	\$82.00	\$257,070.00	\$151.00	\$473,385.00
39	HMA Driveway, 5" Thick	SY	60	\$150.00	\$9,000.00	\$0.01	\$0.60	\$130.00	\$7,800.00	\$65.00	\$3,900.00	\$40.00	\$2,400.00	\$60.00	\$3,600.00	\$135.00	\$8,100.00
40	Gravel Driveway, 5" Thick	SY	10	\$90.00	\$900.00	\$0.01	\$0.10	\$70.00	\$700.00	\$60.00	\$600.00	\$1.00	\$10.00	\$0.01	\$0.10	\$61.00	\$610.00
41	Concrete Driveway, Reinforced, 6" Thick	SY	1,065	\$120.00	\$127,800.00	\$120.00	\$127,800.00	\$97.00	\$103,305.00	\$95.00	\$101,175.00	\$112.00	\$119,280.00	\$110.00	\$117,150.00	\$176.00	\$187,440.00
42	Detectable Warning Surface	SY	40	\$250.00	\$10,000.00	\$350.00	\$14,000.00	\$400.00	\$16,000.00	\$185.00	\$7,400.00	\$400.00	\$16,000.00	\$400.00	\$16,000.00	\$325.00	\$13,000.00
43	Remove & Reset Paver Driveway	SY	30	\$120.00	\$3,600.00	\$1.00	\$30.00	\$250.00	\$7,500.00	\$65.00	\$1,950.00	\$1.00	\$30.00	\$60.00	\$1,800.00	\$75.00	\$2,250.00
44	Remove & Reset Paver Sidewalk	SY	30	\$120.00	\$3,600.00	\$1.00	\$30.00	\$250.00	\$7,500.00	\$65.00	\$1,950.00	\$1.00	\$30.00	\$60.00	\$1,800.00	\$75.00	\$2,250.00
45	Combination Concrete Curb & Gutter	LF	4,710	\$50.00	\$235,500.00	\$49.00	\$230,790.00	\$55.00	\$259,050.00	\$43.00	\$202,530.00	\$53.00	\$249,630.00	\$46.00	\$216,660.00	\$68.50	\$322,635.00

Attachment: First Avenue Roadway Improvements - Bid Summary (2025-87 : Awarding a Bid for First Avenue Roadway Improvements)

BID SUMMARY FIRST AVENUE ROADWAY IMPROVEMENTS CITY OF ASBURY PARK ASPK-00795 JANUARY 17, 2025				Engineer's Estimate		S. Brothers, Inc. 16 Sobechko Road Manalapan, NJ 07726		Lucas Brothers, Inc. 80 Amboy Road Morganville, NJ 07751		D'Avellino Construction Inc. 62 Court St., Suite 2 Freehold, NJ 07728		Black Rock Enterprises 1316 Englishtown Road Old Bridge, NJ 08857		Fernandes Construction, Inc. 25 Stonegate Drive Monroe, NJ 08831		James R. Ientile, Inc. 28 Vanderberg Road Marlboro, NJ 07746	
46	Borrow Topsoiling, 5" Thick	SF	4,675	\$4.00	\$18,700.00	\$0.01	\$46.75	\$4.00	\$18,700.00	\$4.00	\$18,700.00	\$7.00	\$32,725.00	\$12.00	\$56,100.00	\$5.75	\$26,881.25
47	Seeding & Fertilizing, Type G	SY	4,675	\$2.00	\$9,350.00	\$0.01	\$46.75	\$0.75	\$3,506.25	\$1.00	\$4,675.00	\$0.01	\$46.75	\$2.00	\$9,350.00	\$1.80	\$8,415.00
48	Straw Mulching	SY	4,675	\$1.00	\$4,675.00	\$0.01	\$46.75	\$0.01	\$46.75	\$0.40	\$1,870.00	\$0.01	\$46.75	\$0.01	\$46.75	\$1.80	\$8,415.00
49	Subbase, Soil Aggregate I-3 (If & Where Directed)	CY	375	\$20.00	\$7,500.00	\$0.01	\$3.75	\$16.00	\$6,000.00	\$35.00	\$13,125.00	\$0.01	\$3.75	\$50.00	\$18,750.00	\$0.01	\$3.75
50	Steel Curb Fact Plate (If & Where Directed)	LF	30	\$100.00	\$3,000.00	\$0.01	\$0.30	\$11.00	\$330.00	\$60.00	\$1,800.00	\$20.00	\$600.00	\$50.00	\$1,500.00	\$127.00	\$3,810.00
51	Tree Removal (If & Where Directed)	UNIT	2	\$5,000.00	\$10,000.00	\$1.00	\$2.00	\$1,200.00	\$2,400.00	\$1,200.00	\$2,400.00	\$2,500.00	\$5,000.00	\$1,250.00	\$2,500.00	\$1,910.00	\$3,820.00
52	4" PVC Sanitary Sewer Pipe, Lateral	LF	4,120	\$65.00	\$267,800.00	\$47.00	\$193,640.00	\$15.00	\$61,800.00	\$55.00	\$226,600.00	\$74.00	\$304,880.00	\$25.00	\$103,000.00	\$29.50	\$121,540.00
53	6" PVC Sanitary Sewer Pipe	LF	100	\$85.00	\$8,500.00	\$130.00	\$13,000.00	\$115.00	\$11,500.00	\$128.00	\$12,800.00	\$120.00	\$12,000.00	\$25.00	\$2,500.00	\$88.50	\$8,850.00
54	8" PVC Sanitary Sewer Pipe	LF	2,985	\$130.00	\$388,050.00	\$154.00	\$459,690.00	\$123.00	\$367,155.00	\$150.00	\$447,750.00	\$145.00	\$432,825.00	\$170.00	\$507,450.00	\$112.00	\$334,320.00
55	Sanitary Sewer Service Connection	UNIT	103	\$750.00	\$77,250.00	\$400.00	\$41,200.00	\$1,117.00	\$115,051.00	\$750.00	\$77,250.00	\$400.00	\$41,200.00	\$3,500.00	\$360,500.00	\$690.00	\$71,070.00
56	Sanitary Sewer Cleanout	UNIT	103	\$850.00	\$87,550.00	\$400.00	\$41,200.00	\$1,120.00	\$115,360.00	\$200.00	\$20,600.00	\$1,100.00	\$113,300.00	\$0.01	\$1.03	\$325.00	\$33,475.00
57	Manhole, Sanitary Sewer, 4' Diameter	UNIT	14	\$12,000.00	\$168,000.00	\$7,900.00	\$110,600.00	\$5,100.00	\$71,400.00	\$6,500.00	\$91,000.00	\$10,000.00	\$140,000.00	\$4,800.00	\$67,200.00	\$5,900.00	\$82,600.00
58	Video Inspection & Tracing Sanitary and Storm Sewers	ALL	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
59	Traffic Marking, Long Life Thermo, 4" Wide, White	LF	8,175	\$2.00	\$16,350.00	\$1.00	\$8,175.00	\$0.92	\$7,521.00	\$0.60	\$4,905.00	\$0.80	\$6,540.00	\$1.00	\$8,175.00	\$0.80	\$6,540.00
60	Traffic Marking, Long Life Thermo, 4" Wide, Yellow	LF	1,685	\$2.00	\$3,370.00	\$1.00	\$1,685.00	\$0.92	\$1,550.20	\$0.60	\$1,011.00	\$0.80	\$1,348.00	\$1.00	\$1,685.00	\$0.80	\$1,348.00
61	Traffic Marking, Long Life, Thermo 24" Wide, White (Stop Bars)	LF	145	\$6.00	\$870.00	\$5.00	\$725.00	\$5.50	\$797.50	\$4.00	\$580.00	\$6.25	\$906.25	\$6.00	\$870.00	\$5.00	\$725.00
62	Trfc Marking, Long Life, Thermo 24" Wide, White (Crosswalks)	LF	920	\$6.00	\$5,520.00	\$5.00	\$4,600.00	\$5.50	\$5,060.00	\$4.00	\$3,680.00	\$6.25	\$5,750.00	\$6.00	\$5,520.00	\$5.00	\$4,600.00
63	Traffic Markings, Long Life Thermo, Railroad Crossing	UNIT	1	\$500.00	\$500.00	\$610.00	\$610.00	\$700.00	\$700.00	\$500.00	\$500.00	\$330.00	\$330.00	\$575.00	\$575.00	\$650.00	\$650.00
64	Traffic Markings, Long Life Thermo, Bicycle Lane with Arrow	UNIT	18	\$450.00	\$8,100.00	\$510.00	\$9,180.00	\$600.00	\$10,800.00	\$450.00	\$8,100.00	\$320.00	\$5,760.00	\$350.00	\$6,300.00	\$450.00	\$8,100.00
65	Endurablend Epoxy Coating, Green	SF	4,185	\$10.00	\$41,850.00	\$15.20	\$63,612.00	\$17.00	\$71,145.00	\$13.00	\$54,405.00	\$15.00	\$62,775.00	\$10.00	\$41,850.00	\$14.60	\$61,101.00
66	Regulatory and Warning Signs	SF	165	\$25.00	\$4,125.00	\$47.00	\$7,755.00	\$50.00	\$8,250.00	\$35.00	\$5,775.00	\$49.00	\$8,085.00	\$60.00	\$9,900.00	\$61.00	\$10,065.00
TOTAL BID AMOUNT					\$3,907,395.00		\$3,552,358.83		\$3,798,000.00		\$3,911,628.00		\$3,918,541.55		\$3,945,003.69		\$3,992,150.00

* Corrected Amounts Highlighted in Yellow

BID SUMMARY FIRST AVENUE ROADWAY IMPROVEMENTS CITY OF ASBURY PARK ASPK-00795 JANUARY 17, 2025				Engineer's Estimate		Earle Asphalt Company P.O. Box 556 Farmingdale, NJ 07727		S&G Paving, Inc. 224C Forsgate Drive Jamesburg, NJ 08831		Underground Utilities Corp. 711 Commerce Road Linden, NJ 07036		P&A Construction, Inc. P.O. Box 28 Colonia, NJ 07067		DiFazio Industries, LLC 38 Kinsey Place Staten Island, NY 10303	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
1	Performance Bond and Payment Bond	LS	1	\$50,000.00	\$50,000.00	\$20,000.00	\$20,000.00	\$18,647.80	\$18,647.80	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$45,000.00	\$45,000.00
2	Soil Erosion and Sediment Control	LS	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00	\$24,000.00	\$24,000.00
3	Police Traffic Directors	MH	3,720	\$100.00	\$372,000.00	\$100.00	\$372,000.00	\$100.00	\$372,000.00	\$100.00	\$372,000.00	\$100.00	\$372,000.00	\$100.00	\$372,000.00
4	Drum	UNIT	10	\$55.00	\$550.00	\$0.01	\$0.10	\$0.01	\$0.10	\$1.00	\$10.00	\$1.00	\$10.00	\$45.00	\$450.00
5	Traffic Cone	UNIT	30	\$25.00	\$750.00	\$0.01	\$0.30	\$0.01	\$0.30	\$1.00	\$30.00	\$1.00	\$30.00	\$30.00	\$900.00
6	Construction Signs, W20-1, 48"x48"	SF	16	\$25.00	\$400.00	\$0.01	\$0.16	\$0.01	\$0.16	\$1.00	\$16.00	\$1.00	\$16.00	\$25.00	\$400.00
7	Construction Signs, W20-1A, 48"x48"	SF	16	\$25.00	\$400.00	\$0.01	\$0.16	\$0.01	\$0.16	\$1.00	\$16.00	\$1.00	\$16.00	\$25.00	\$400.00
8	Construction Signs, W20-1C, 48"x48"	SF	16	\$25.00	\$400.00	\$0.01	\$0.16	\$0.01	\$0.16	\$1.00	\$16.00	\$1.00	\$16.00	\$25.00	\$400.00
9	Construction Signs, W20-4B, 48"x48"	SF	16	\$25.00	\$400.00	\$0.01	\$0.16	\$0.01	\$0.16	\$1.00	\$16.00	\$1.00	\$16.00	\$25.00	\$400.00
10	Construction Signs, W20-7B, 48"x48"	SF	16	\$25.00	\$400.00	\$0.01	\$0.16	\$0.01	\$0.16	\$1.00	\$16.00	\$1.00	\$16.00	\$25.00	\$400.00
11	Construction Signs, G20-2, 48"x24"	SF	8	\$25.00	\$200.00	\$0.01	\$0.08	\$0.01	\$0.08	\$1.00	\$8.00	\$1.00	\$8.00	\$40.00	\$320.00
12	Fuel Price Adjustment	DOL	5,000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00
13	Asphalt Price Adjustment	DOL	10,000	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00	\$1.00	\$10,000.00
14	Clearing Site	LS	1	\$100,000.00	\$100,000.00	\$174,956.25	\$174,956.25	\$334,434.34	\$334,434.34	\$275,000.00	\$275,000.00	\$150,000.00	\$150,000.00	\$10,000.00	\$10,000.00
15	Core Samples, HMA	UNIT	6	\$500.00	\$3,000.00	\$500.00	\$3,000.00	\$700.00	\$4,200.00	\$650.00	\$3,900.00	\$600.00	\$3,600.00	\$80.00	\$480.00
16	Removal of Concrete Pavement	SY	690	\$100.00	\$69,000.00	\$40.00	\$27,600.00	\$30.00	\$20,700.00	\$25.00	\$17,250.00	\$22.00	\$15,180.00	\$40.00	\$27,600.00
17	Removal & Disposal of Existing Brick & Granite Gutters	LF	4,265	\$10.00	\$42,650.00	\$8.00	\$34,120.00	\$8.00	\$34,120.00	\$15.00	\$63,975.00	\$12.50	\$53,312.50	\$10.00	\$42,650.00
18	Excavation, Test Pits (If & Where Directed)	CY	18	\$500.00	\$9,000.00	\$400.00	\$7,200.00	\$0.01	\$0.18	\$350.00	\$6,300.00	\$500.00	\$9,000.00	\$350.00	\$6,300.00
19	DGA Base Course, 6" Thick	SY	13,280	\$2.00	\$26,560.00	\$0.01	\$132.80	\$10.39	\$137,979.20	\$12.00	\$159,360.00	\$35.00	\$464,800.00	\$12.50	\$166,000.00
20	HMA Milling, 3" or Less	SY	14,935	\$4.00	\$59,740.00	\$16.00	\$238,960.00	\$12.95	\$193,408.25	\$4.50	\$67,207.50	\$0.01	\$149.35	\$6.00	\$89,610.00
21	Tack Coat	GAL	1,495	\$5.00	\$7,475.00	\$0.01	\$14.95	\$0.01	\$14.95	\$5.00	\$7,475.00	\$0.01	\$14.95	\$9.00	\$13,455.00
22	Sawcutting (If & Where Directed)	LF	1,500	\$1.00	\$1,500.00	\$0.01	\$15.00	\$0.01	\$15.00	\$4.00	\$6,000.00	\$3.00	\$4,500.00	\$3.00	\$4,500.00
23	Polymerized Joint Adhesive	LF	9,660	\$1.00	\$9,660.00	\$0.01	\$96.60	\$0.01	\$96.60	\$3.50	\$33,810.00	\$0.01	\$96.60	\$1.25	\$12,075.00
24	HMA 9.5M64, Surface Course	TON	1,790	\$110.00	\$196,900.00	\$120.00	\$214,800.00	\$118.00	\$211,220.00	\$112.00	\$200,480.00	\$125.00	\$223,750.00	\$140.00	\$250,600.00
25	HMA 19M64, Base Course	TON	3,580	\$110.00	\$393,800.00	\$115.00	\$411,700.00	\$115.00	\$411,700.00	\$109.00	\$390,220.00	\$72.00	\$257,760.00	\$100.00	\$358,000.00
26	15" Reinforced Concrete Pipe, Class V	LF	711	\$125.00	\$88,875.00	\$98.00	\$69,678.00	\$110.00	\$78,210.00	\$158.00	\$112,338.00	\$120.00	\$85,320.00	\$200.00	\$142,200.00
27	18" Reinforced Concrete Pipe, Class V	LF	1,117	\$175.00	\$195,475.00	\$98.00	\$109,466.00	\$112.50	\$125,662.50	\$161.00	\$179,837.00	\$130.00	\$145,210.00	\$150.00	\$167,550.00
28	24" Reinforced Concrete Pipe	LF	85	\$250.00	\$21,250.00	\$149.00	\$12,665.00	\$125.00	\$10,625.00	\$200.00	\$17,000.00	\$200.00	\$17,000.00	\$350.00	\$29,750.00
29	36" Reinforced Concrete Pipe	LF	391	\$300.00	\$117,300.00	\$190.00	\$74,290.00	\$225.00	\$87,975.00	\$255.00	\$99,705.00	\$240.00	\$93,840.00	\$300.00	\$117,300.00
30	19"x30" Horizontal Elliptical Reinforced Concrete Pipe	LF	45	\$750.00	\$33,750.00	\$205.00	\$9,225.00	\$295.00	\$13,275.00	\$255.00	\$11,475.00	\$240.00	\$10,800.00	\$525.00	\$23,625.00
31	6" Ductile Iron Pipe	LF	80	\$150.00	\$12,000.00	\$120.00	\$9,600.00	\$150.00	\$12,000.00	\$100.00	\$8,000.00	\$200.00	\$16,000.00	\$230.00	\$18,400.00
32	16" Ductile Iron Pipe	LF	123	\$200.00	\$24,600.00	\$240.00	\$29,520.00	\$215.00	\$26,445.00	\$200.00	\$24,600.00	\$275.00	\$33,825.00	\$375.00	\$46,125.00
33	Reset Existing Casting	UNIT	10	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$350.00	\$3,500.00	\$1,000.00	\$10,000.00	\$500.00	\$5,000.00	\$1,000.00	\$10,000.00
34	Inlet, Type B w/Bicycle Safe Grate & Type N Eco Head	UNIT	25	\$5,500.00	\$137,500.00	\$5,750.00	\$143,750.00	\$5,200.00	\$130,000.00	\$5,000.00	\$125,000.00	\$4,000.00	\$100,000.00	\$11,000.00	\$275,000.00
35	Inlet Filter, Type 1	UNIT	25	\$150.00	\$3,750.00	\$50.00	\$1,250.00	\$1.00	\$25.00	\$150.00	\$3,750.00	\$1.00	\$25.00	\$350.00	\$8,750.00
36	Manhole, 4' Diameter	UNIT	2	\$7,500.00	\$15,000.00	\$5,500.00	\$11,000.00	\$8,800.00	\$17,600.00	\$6,000.00	\$12,000.00	\$4,600.00	\$9,200.00	\$11,000.00	\$22,000.00
37	Manhole, 5' Diameter	UNIT	7	\$8,500.00	\$59,500.00	\$8,500.00	\$59,500.00	\$10,000.00	\$70,000.00	\$7,500.00	\$52,500.00	\$6,350.00	\$44,450.00	\$17,500.00	\$122,500.00
38	Concrete Sidewalk, 4" Thick	SY	3,135	\$90.00	\$282,150.00	\$120.00	\$376,200.00	\$132.50	\$415,387.50	\$110.00	\$344,850.00	\$100.00	\$313,500.00	\$90.00	\$282,150.00
39	HMA Driveway, 5" Thick	SY	60	\$150.00	\$9,000.00	\$70.00	\$4,200.00	\$1.00	\$60.00	\$75.00	\$4,500.00	\$70.00	\$4,200.00	\$85.00	\$5,100.00
40	Gravel Driveway, 5" Thick	SY	10	\$90.00	\$900.00	\$70.00	\$700.00	\$1.01	\$10.10	\$30.00	\$300.00	\$50.00	\$500.00	\$60.00	\$600.00
41	Concrete Driveway, Reinforced, 6" Thick	SY	1,065	\$120.00	\$127,800.00	\$125.00	\$133,125.00	\$138.00	\$146,970.00	\$145.00	\$154,425.00	\$125.00	\$133,125.00	\$110.00	\$117,150.00
42	Detectable Warning Surface	SY	40	\$250.00	\$10,000.00	\$250.00	\$10,000.00	\$375.00	\$15,000.00	\$250.00	\$10,000.00	\$100.00	\$4,000.00	\$90.00	\$3,600.00
43	Remove & Reset Paver Driveway	SY	30	\$120.00	\$3,600.00	\$140.00	\$4,200.00	\$130.00	\$3,900.00	\$110.00	\$3,300.00	\$125.00	\$3,750.00	\$120.00	\$3,600.00
44	Remove & Reset Paver Sidewalk	SY	30	\$120.00	\$3,600.00	\$130.00	\$3,900.00	\$130.00	\$3,900.00	\$110.00	\$3,300.00	\$125.00	\$3,750.00	\$120.00	\$3,600.00
45	Combination Concrete Curb & Gutter	LF	4,710	\$50.00	\$235,500.00	\$50.00	\$235,500.00	\$44.00	\$207,240.00	\$60.00	\$282,600.00	\$50.00	\$235,500.00	\$65.00	\$306,150.00

BID SUMMARY FIRST AVENUE ROADWAY IMPROVEMENTS CITY OF ASBURY PARK ASPK-00795 JANUARY 17, 2025				Engineer's Estimate		Earle Asphalt Company P.O. Box 556 Farmingdale, NJ 07727		S&G Paving, Inc. 224C Forsgate Drive Jamesburg, NJ 08831		Underground Utilities Corp. 711 Commerce Road Linden, NJ 07036		P&A Construction, Inc. P.O. Box 28 Colonia, NJ 07067		DiFazio Industries, LLC 38 Kinsey Place Staten Island, NY 10303	
46	Borrow Topsoiling, 5" Thick	SF	4,675	\$4.00	\$18,700.00	\$12.00	\$56,100.00	\$5.00	\$23,375.00	\$6.00	\$28,050.00	\$0.01	\$46.75	\$45.00	\$210,375.00
47	Seeding & Fertilizing, Type G	SY	4,675	\$2.00	\$9,350.00	\$2.00	\$9,350.00	\$5.00	\$23,375.00	\$4.00	\$18,700.00	\$0.01	\$46.75	\$2.50	\$11,687.50
48	Straw Mulching	SY	4,675	\$1.00	\$4,675.00	\$1.00	\$4,675.00	\$2.00	\$9,350.00	\$1.00	\$4,675.00	\$0.01	\$46.75	\$7.50	\$35,062.50
49	Subbase, Soil Aggregate I-3 (If & Where Directed)	CY	375	\$20.00	\$7,500.00	\$0.01	\$3.75	\$0.01	\$3.75	\$50.00	\$18,750.00	\$50.00	\$18,750.00	\$60.00	\$22,500.00
50	Steel Curb Fact Plate (If & Where Directed)	LF	30	\$100.00	\$3,000.00	\$50.00	\$1,500.00	\$60.83	\$1,824.90	\$25.00	\$750.00	\$75.00	\$2,250.00	\$90.00	\$2,700.00
51	Tree Removal (If & Where Directed)	UNIT	2	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$1,000.00	\$2,000.00	\$0.01	\$0.02	\$1,250.00	\$2,500.00
52	4" PVC Sanitary Sewer Pipe, Lateral	LF	4,120	\$65.00	\$267,800.00	\$0.50	\$2,060.00	\$52.00	\$214,240.00	\$25.00	\$103,000.00	\$1.00	\$4,120.00	\$130.00	\$535,600.00
53	6" PVC Sanitary Sewer Pipe	LF	100	\$85.00	\$8,500.00	\$160.00	\$16,000.00	\$100.00	\$10,000.00	\$100.00	\$10,000.00	\$185.00	\$18,500.00	\$650.00	\$65,000.00
54	8" PVC Sanitary Sewer Pipe	LF	2,985	\$130.00	\$388,050.00	\$180.00	\$537,300.00	\$84.00	\$250,740.00	\$140.00	\$417,900.00	\$185.00	\$552,225.00	\$325.00	\$970,125.00
55	Sanitary Sewer Service Connection	UNIT	103	\$750.00	\$77,250.00	\$3,400.00	\$350,200.00	\$735.00	\$75,705.00	\$1,100.00	\$113,300.00	\$2,600.00	\$267,800.00	\$400.00	\$41,200.00
56	Sanitary Sewer Cleanout	UNIT	103	\$850.00	\$87,550.00	\$145.00	\$14,935.00	\$360.00	\$37,080.00	\$650.00	\$66,950.00	\$2,600.00	\$267,800.00	\$400.00	\$41,200.00
57	Manhole, Sanitary Sewer, 4' Diameter	UNIT	14	\$12,000.00	\$168,000.00	\$7,000.00	\$98,000.00	\$11,100.00	\$155,400.00	\$5,500.00	\$77,000.00	\$5,000.00	\$70,000.00	\$11,000.00	\$154,000.00
58	Video Inspection & Tracing Sanitary and Storm Sewers	ALL	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
59	Traffic Marking, Long Life Thermo, 4" Wide, White	LF	8,175	\$2.00	\$16,350.00	\$0.85	\$6,948.75	\$0.87	\$7,112.25	\$0.83	\$6,785.25	\$0.80	\$6,540.00	\$0.80	\$6,540.00
60	Traffic Marking, Long Life Thermo, 4" Wide, Yellow	LF	1,685	\$2.00	\$3,370.00	\$0.85	\$1,432.25	\$0.87	\$1,465.95	\$0.83	\$1,398.55	\$0.80	\$1,348.00	\$0.80	\$1,348.00
61	Traffic Marking, Long Life, Thermo 24" Wide, White (Stop Bars)	LF	145	\$6.00	\$870.00	\$5.25	\$761.25	\$5.28	\$765.60	\$6.60	\$957.00	\$6.50	\$942.50	\$5.00	\$725.00
62	Trfe Marking, Long Life, Thermo 24" Wide, White (Crosswalks)	LF	920	\$6.00	\$5,520.00	\$5.25	\$4,830.00	\$5.28	\$4,857.60	\$6.60	\$6,072.00	\$6.50	\$5,980.00	\$5.00	\$4,600.00
63	Traffic Markings, Long Life Thermo, Railroad Crossing	UNIT	1	\$500.00	\$500.00	\$500.00	\$500.00	\$495.00	\$495.00	\$352.00	\$352.00	\$350.00	\$350.00	\$600.00	\$600.00
64	Traffic Markings, Long Life Thermo, Bicycle Lane with Arrow	UNIT	18	\$450.00	\$8,100.00	\$300.00	\$5,400.00	\$302.50	\$5,445.00	\$330.00	\$5,940.00	\$325.00	\$5,850.00	\$500.00	\$9,000.00
65	Endurablend Epoxy Coating, Green	SF	4,185	\$10.00	\$41,850.00	\$8.25	\$34,526.25	\$8.25	\$34,526.25	\$12.65	\$52,940.25	\$13.00	\$54,405.00	\$15.00	\$62,775.00
66	Regulatory and Warning Signs	SF	165	\$25.00	\$4,125.00	\$45.00	\$7,425.00	\$42.00	\$6,930.00	\$60.00	\$9,900.00	\$45.00	\$7,425.00	\$55.00	\$9,075.00
TOTAL BID AMOUNT					\$3,907,395.00		\$4,005,313.13		\$4,014,014.00		\$4,073,005.55		\$4,222,712.17		\$5,352,703.00

* Corrected Amounts Highlighted in Yellow

BID SPECIFICATIONS

For

FIRST AVENUE ROADWAY IMPROVEMENTS

For the

CITY OF ASBURY PARK

Prepared for

JOHN MOOR, MAYOR

COUNCIL MEMBERS

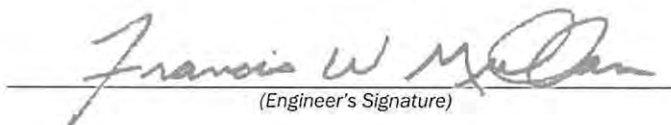
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON, COUNCIL MEMBER

ANGELA AHBEZ-ANDERSON, COUNCIL MEMBER
EILEEN CHAPMAN, COUNCIL MEMBER

LILLIAN L. NAZZARO, ESQ., CITY MANAGER

JANUARY 2025

Prepared By


(Engineer's Signature)

Francis Mullan
N.J. LICENSE NO. 24GE03828400



11 Tindall Road, Middletown, NJ, 07748

T&M PROJECT NUMBER: ASPK-00795

BID PACKET

FOR:

First Avenue Roadway Improvements

City of Asbury Park,
Monmouth County,
New Jersey

BY:

S. Brothers Inc.

(Bidder Name)

16 Sobechko Road
Manalapan, NJ 07726

(Bidder Address)

732-446-3390

(Bidder Phone Number)

n/a

(Bidder Alternative Phone Number)

732-446-0076

(Bidder Fax Number)

223231282

(Bidder Federal I.D. # or S.S. #)

Sbrothers12@hotmail.com

(Bidder Email Address)

Paul Santos

(Name of Bidder's Authorized Representative)

TO:

City of Asbury Park

Asbury Park Municipal Complex
One Municipal Plaza
Asbury Park, NJ 07712

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.1)

First Avenue Roadway Improvements

City of Asbury Park

S. Brothers Inc

(Bidder Name)

Bidder is to initial next to each document provided in its Bid Packet. Items 1 through 14 below are to be provided in the Bid Packet. Owner requests that Bidder also submit Items A through E in its Bid Packet. If any of the Items A through E are not included in the Bid Packet, they shall be provided prior to contract award; provided with respect to the Public Works Contractor Certificate only those documents required pursuant to N.J.S.A. 34:11-56.55 are required to be submitted prior to contract award.

DESCRIPTION OF DOCUMENTS TO BE SUBMITTED IN BID PACKET	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.1</u> (this document)	PS
2. BID PROPOSAL	PS
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23.2</u>	PS
4. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u> and <u>N.J.S.A. 40A:11-23.2</u>	PS
5. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-23.2</u>	PS
6. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-23.2</u>	PS
7. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-23.2</u> and <u>N.J.S.A. 40A:11-16</u> (if applicable scope of work)	PS
8. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	PS
9. BID PACKET CERTIFICATION (completed and signed by appropriate authorized representative(s) of Bidder and notarized by Notary Public)	PS
10. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	PS
11. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	PS
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	PS
13. BIDDER'S ACKNOWLEDGMENT	PS
14. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	PS

DESCRIPTION OF DOCUMENTS TO BE PROVIDED PRIOR TO CONTRACT AWARD

- A. **PUBLIC WORKS CONTRACTOR CERTIFICATE** - Owner is requesting the submission of the Public Works Contractor Certificate of Bidder and the named Subcontractors in the Bid Packets. Pursuant to N.J.S.A. 34:11-56.55, the Public Works Contractor Certificates of the named Subcontractors are required to be submitted prior to contract award.
- B. **BUSINESS REGISTRATION CERTIFICATE** pursuant to N.J.S.A. 52:32-44. Owner is requesting the submission of the Business Registration Certificate of Bidder and the named Subcontractors in the Bid Packets. If not provided in the Bid Packets, they must be submitted prior to contract award.
- C. **DISCLOSURE OF ELECTION CONTRIBUTIONS** pursuant to N.J.S.A. 19:44A-20.27
- D. **DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN** pursuant to N.J.S.A. 40A:11-2.1
- E. **CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS** pursuant to N.J.S.A. 52:32-44.1

PS

PS

PS

PS

PS

BID PROPOSAL

First Avenue Roadway Improvements City of Asbury Park

S. Brothers Inc

(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1.	PERFORMANCE BOND AND PAYMENT BOND	LS	1	\$ 11,000.00	\$ 11,000.00
2.	SOIL EROSION AND SEDIMENT CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00
3.	POLICE TRAFFIC DIRECTORS	MH	3,720	\$100.00	\$372,000.00
4.	DRUM	UNIT	10	\$ 1.00	\$ 10.00
5.	TRAFFIC CONE	UNIT	30	\$ 1.00	\$ 30.00
6.	CONSTRUCTION SIGNS, W20-1, 48"X 48"	SF	16	\$ 1.00	\$ 16.00
7.	CONSTRUCTION SIGNS, W20-1A, 48"X 48"	SF	16	\$ 1.00	\$ 16.00
8.	CONSTRUCTION SIGNS, W20-1C, 48" X 48"	SF	16	\$ 1.00	\$ 16.00
9.	CONSTRUCTION SIGNS, W20-4B, 48" X 48"	SF	16	\$ 1.00	\$ 16.00
10.	CONSTRUCTION SIGNS, W20-7B 48" X 48"	SF	16	\$ 1.00	\$ 16.00
11.	CONSTRUCTION SIGNS, G20-2, 48"X 24"	SF	8	\$ 1.00	\$ 8.00
12.	FUEL PRICE ADJUSTMENT	DOLLAR	5,000	\$1.00	\$5,000
13.	ASPHALT PRICE ADJUSTMENT	DOLLAR	10,000	\$1.00	\$10,000.00
14.	CLEARING SITE	LS	1	\$383,840.00	\$ 383,840.00
15.	CORE SAMPLES, HMA	UNIT	6	\$ 600.00	\$ 3,600.00
16.	REMOVAL OF CONCRETE PAVEMENT	SY	690	\$ 1.00	\$ 690.00
17.	REMOVAL & DISPOSAL OF EXISTING BRICK & GRANITE GUTTERS	LF	4,265	\$ 1.00	\$ 4,265.00
18.	EXCAVATION, TEST PITS (IF & WHERE DIRECTED)	CY	18	\$ 0.01	\$ 0.18
19.	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	SY	13,280	\$ 0.01	\$ 132.80
20.	HMA MILLING, 3" OR LESS	SY	14,935	\$ 4.00	\$ 59,740.00

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

21.	TACK COAT	GAL	1,495	\$ 6.00	\$ 8,970.00
22.	SAWCUTTING (IF & WHERE DIRECTED)	LF	1,500	\$ 0.01	\$ 15.00
23.	POLYMERIZED JOINT ADHESIVE	LF	9,660	\$ 0.01	\$ 96.60
24.	HOT MIX ASPHALT 9.5M64 SURFACE COURSE	TON	1,790	\$ 100.00	\$ 179,000.00
25.	HOT MIX ASPHALT 19M64 BASE COURSE	TON	3,580	\$ 100.00	\$ 358,000.00
26.	15" REINFORCED CONCRETE PIPE, CLASS V	LF	711	\$ 110.00	\$ 78,210.00
27.	18" REINFORCED CONCRETE PIPE, CLASS V	LF	1,117	\$ 116.00	\$ 129,572.00
28.	24" REINFORCED CONCRETE PIPE	LF	85	\$ 138.00	\$ 11,730.00
29.	36" REINFORCED CONCRETE PIPE	LF	391	\$ 170.00	\$ 66,470.00
30.	19" X 30" HORIZONTAL ELLIPTICAL REINFORCED CONCRETE PIPE	LF	45	\$ 180.00	\$ 8,100.00
31.	6" DUCTILE IRON PIPE	LF	80	\$ 100.00	\$ 8,000.00
32.	16" DUCTILE IRON PIPE	LF	123	\$ 200.00	\$ 24,600.00
33.	RESET EXISTING CASTING	UNIT	10	\$ 1.00	\$ 10.00
34.	INLET, TYPE B W/ BICYCLE SAFE GRATE AND TYPE N ECO HEAD	UNIT	25	\$ 4,500.00	\$ 112,500.00
35.	INLET FILTER, TYPE 1	UNIT	25	\$ 0.01	\$ 0.25
36.	MANHOLE, 4' DIAMETER	UNIT	2	\$ 7,900.00	\$ 15,800.00
37.	MANHOLE, 5' DIAMETER	UNIT	7	\$ 9,000.00	\$ 63,000.00
38.	CONCRETE SIDEWALK, 4" THICK	SY	3,135	\$ 92.00	\$ 288,420.00
39.	HOT MIX ASPHALT DRIVEWAY, 5" THICK	SY	60	\$ 0.01	\$ 0.60
40.	GRAVEL DRIVEWAY, 5" THICK	SY	10	\$ 0.01	\$ 0.10
41.	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	SY	1,065	\$ 120.00	\$ 127,800.00
42.	DETECTABLE WARNING SURFACE	SY	40	\$ 350.00	\$ 14,000.00
43.	REMOVE & RESET PAVER DRIVEWAY	SY	30	\$ 1.00	\$ 30.00
44.	REMOVE & RESET PAVER SIDEWALK	SY	30	\$ 1.00	\$ 30.00
45.	COMBINATION CONCRETE CURB & GUTTER	LF	4,710	\$ 49.00	\$ 230,790.00
46.	BORROW TOPSOILING, 5" THICK	SF	4,675	\$ 0.01	\$ 46.75
47.	SEEDING AND FERTILIZING, TYPE G	SY	4,675	\$ 0.01	\$ 46.75

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

48.	STRAW MULCHING	SY	4,675	\$ 0.01	\$ 46.75
49.	SUBBASE, SOIL AGGRAGATE I-3 (IF & WHERE DIRECTED)	CY	375	\$ 0.01	\$ 3.75
50.	STEEL CURB FACE PLATE (IF & WHERE DIRECTED)	LF	30	\$ 0.01	\$ 0.30
51.	TREE REMOVAL (IF & WHERE DIRECTED)	UNIT	2	\$ 1.00	\$ 2.00
52.	4" PVC SANITARY SEWER PIPE, LATERAL	LF	4,120	\$ 47.00	\$ 193,640.00
53.	6" PVC SANITARY SEWER PIPE	LF	100	\$ 130.00	\$ 13,000.00
54.	8" PVC SANITARY SEWER PIPE	LF	2,985	\$ 154.00	\$ 459,690.00
55.	SANITARY SEWER SERVICE CONNECTION	UNIT	103	\$ 400.00	\$ 41,200.00
56.	SANITARY SEWER CLEANOUT	UNIT	103	\$ 400.00	\$ 41,200.00
57.	MANHOLE, SANITARY SEWER, 4' DIAMETER	UNIT	14	\$ 7,900.00	\$ 110,600.00
58.	VIDEO INSPECTION AND TRACING SANITARY AND STORM SEWERS	ALLOW	1	\$20,000.00	\$20,000.00
59.	TRAFFIC MARKINGS, LONG-LIFE THERMOPLASTIC, 4" WIDE, WHITE	LF	8,175	\$ 1.00	\$ 8,175.00
60.	TRAFFIC MARKINGS, LONG-LIFE THERMOPLASTIC, 4" WIDE, YELLOW	LF	1,685	\$ 1.00	\$ 1,685.00
61.	TRAFFIC MARKINGS, LONG-LIFE THERMOPLASTIC, 24" WIDE, WHITE (STOP BARS)	LF	145	\$ 5.00	\$ 725.00
62.	TRAFFIC MARKINGS, LONG-LIFE THERMOPLASTIC, 24" WIDE, WHITE (CROSSWALKS)	LF	920	\$ 5.00	\$ 4,600.00
63.	TRAFFIC MARKINGS, LONG-LIFE THERMOPLASTIC, RAILROAD CROSSING	UNIT	1	\$ 610.00	\$ 610.00
64.	TRAFFIC MARKINGS, LONG-LIFE THERMOPLASTIC, BICYCLE LANE WITH ARROW	UNIT	18	\$ 510.00	\$ 9,180.00
65.	ENDURABLEND EPOXY COATING, GREEN	SF	4,185	\$ 15.20	\$ 63,612.00
66.	REGULATORY AND WARNING SIGNS	SF	165	\$ 47.00	\$ 7,755.00

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

TOTAL BID AMOUNT (Items 1 through 67): \$ 3,552,358.83

WRITE TOTAL BID AMOUNT (Items 1 through 67): Three million five hundred fifty-two thousand three hundred fifty-eight dollars and eighty-three cents.

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate:

PS

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

(Pursuant to N.J.S.A. 40A:11-23.2)

First Avenue Roadway Improvements

City of Asbury Park

S. Brothers Inc
(Bidder Name)

Bidders must complete this **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** below and submit along with Bid Packets.

ADDENDA NUMBER	DATED	TITLE OR DESCRIPTION	BIDDER'S INITIALS
Clarification #1	1/07/25	Clarification #1	PS
Clarification #2	1/10/25	Clarification #2	PS
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____

☐ No Addendum received: _____

By initialing here, the Bidder hereby represents and warrants that the above
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA is complete and accurate:

PS

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

**First Avenue Roadway Improvements
City of Asbury Park***S. Brothers Inc.*

(Bidder Name)

1. Pursuant to N.J.S.A. 52:32-44, Owner is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.
2. Prior to contract award or authorization, the Contractor shall provide the Owner with its proof of business registration and that of any named Subcontractor(s).
3. Subcontractors named in a bid or other proposal shall provide proof of business registration to the Contractor, who in turn, shall provide it to the Owner prior to the time a contract, purchase order, or other contracting document is awarded or authorized.
4. During the course of contract performance,
 - a. The Contractor shall not enter into a contract with a Subcontractor unless the Subcontractor first provides the Contractor with a valid proof of business registration.
 - b. The Contractor shall maintain and submit to the Owner a list of Subcontractors and their addresses that may be updated from time to time.
 - c. The Contractor and any Subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.html>
5. Before final payment is made under the Contract, the Contractor shall submit to the Owner a complete and accurate list of all Subcontractors used and their addresses.
6. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.
7. **Emergency Purchases or Contracts:** For purchases of an emergent nature, the Contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE:**

PS

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48 et seq.)

First Avenue Roadway Improvements

City of Asbury Park

S. Brothers Inc.

(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor and Workplace Development at the time the Bid Packets are received. Failure to register accordingly shall render the Bid Packet to be non-responsive. Owner requests that Bidder, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for the Bidder and all Subcontractors identified in the Bid Packet. The **PUBLIC WORKS CONTRACTOR CERTIFICATES** for all named Subcontractors must be provided prior to contract award. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor and Workplace Development prior to physically starting the work on the Project.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**:

PS

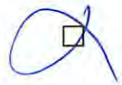
Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

OWNERSHIP DISCLOSURE(Pursuant to N.J.S.A. 52:25-24.2)**First Avenue Roadway Improvements
City of Asbury Park**S. Brothers Inc

(Bidder Name)

PART I - Please check the appropriate box below:

- ☐ Sole Partnership (skip Parts II and III, execute certification in Part IV)
- ☐ Partnership
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ Limited Partnership
- ☒ For Profit Corporation (any type)
- ☐ Limited Liability Partnership
- ☐ Limited Liability Company (LLC)
- ☐ Other (be specific): _____

PART II - Please check the appropriate box below:

The list below contains the names and addresses of all stockholders in the corporation who own ten percent (10%) or more of its stock, of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein, or of all members in the limited liability company who own a ten percent (10%) or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION.)

- OR -



No one stockholder in the corporation owns ten percent (10%) or more of its stock, of any class, or no individual partner in the partnership owns a ten percent (10%) or greater interest therein, or no member in the limited liability company owns a ten percent (10%) or greater interest therein, as the case may be. (SKIP TO PART IV.)

**FULL NAME OF INDIVIDUAL
OR BUSINESS ENTITY**

**BUSINESS ADDRESS OF INDIVIDUAL
OR BUSINESS ENTITY**

1. Paul Santos President 82 Heyers Mill Road (100%)
Colts Neck, NJ 07722
2. _____
3. _____

OWNERSHIP DISCLOSURE(Pursuant to N.J.S.A. 52:25-24.2)**First Avenue Roadway Improvements
City of Asbury Park**S. Brothers Inc.
(Bidder Name)**PART III – DISCLOSURE OF TEN PERCENT (10%) OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS, OR LLC MEMBERS LISTED IN PART II**

If a Bidder has a direct or indirect parent entity which is publicly traded, and any person holds a ten percent (10%) or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (*or foreign equivalent*) that contain the name and address of each person holding a ten percent (10%) or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

WEBSITE (URL) CONTAINING THE LAST ANNUAL SEC (OR FOREIGN EQUIVALENT) FILING	PAGE #S
<u>n/a</u>	

Please list the names and addresses of each stockholder, partner or member owning a ten percent (10%) or greater interest in any corresponding corporation, partnership, and / or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities identified above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the ten percent (10%) ownership criteria established to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

STOCKHOLDER / PARTNER / MEMBER AND
CORRESPONDING ENTITY LISTED IN PART II

BUSINESS ADDRESS (FOR INDIVIDUALS) OR BUSINESS ADDRESS

Paul Santos - President LLC 82 Heyers Mill Road
Colts Neck, NJ 07722

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

**First Avenue Roadway Improvements
City of Asbury Park**S. Brothers Inc

(Bidder Name)

PART IV - CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Bidder; that the Owner is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Owner to notify the Owner and Engineer in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Owner, permitting the Owner to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Paul Santos Title: President
Signature: [Signature] Date: 01/17/2025

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 40A:11-2.1)

First Avenue Roadway Improvements City of Asbury Park

S. Brothers Inc

(Bidder Name)

PART I - BIDDERS ARE TO COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

Pursuant to N.J.S.A. 52:32-58, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he or she shall take action as may be appropriate and provided by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX BELOW:



I certify, pursuant to N.J.S.A. 52:32-55 et al., that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates are listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to N.J.S.A. 52:32-55 et al. ("Chapter 25 List"). I further certify that I am the Bidder's Authorized Representative and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below:

- OR -



I am unable to certify as above because the BIDDER and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.

PART II - Bidders are to provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

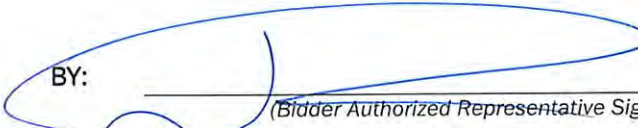
Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**(CONTINUED)**(Pursuant to N.J.S.A. 40A:11-2.1)**First Avenue Roadway Improvements
City of Asbury Park**S. Brothers Inc

(Bidder Name)

PART III - Certification:

I, being duly sworn upon my oath, hereby represent and state the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Owner of the Project are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and/or the Owner and that the State and / or Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

BY: 

(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: Paul Santos

(Print or Type)

TITLE: President

DISCLOSURE OF ELECTION CONTRIBUTIONS

(Pursuant to N.J.S.A. 19:44A-20.27)

First Avenue Roadway Improvements

City of Asbury Park

S. Brothers Inc.

(Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. Please check the appropriate box below:

- ☐ Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27;

- OR -



- ☒ Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

NOTE: Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regards to this DISCLOSURE OF ELECTION CONTRIBUTIONS is complete and accurate:

PS

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87) : Awarding a Bid for First Avenue Roadway

Please See Attached

BID BOND

(Pursuant to N.J.S.A. 40A:11-21)

Bidders are required to submit, along with Bid Packets, a BID BOND in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the

Bidder,

(Bidder Name)

located at

(Bidder Address)

, (hereinafter called the "Principal"), and

, located at

(Surety Name)

, (hereinafter called the "Surety"), are hereby and firmly bound

(Surety Address)

onto

City of Asbury Park

, as Owner, in the penal sum of

(\$

)

(10% of Bid Amount or \$20,000 [in words])

(10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

First Avenue Roadway Improvements

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Packet; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of

(Date)

of the month of

in the year of 20

(Month)

(Year)

BY:

(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME:

(Print or Type)

TITLE:

Please See Attached

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

Bidders are required to submit, along with Bid Packets, a **CONSENT OF SURETY** in substantially the following form.

The _____ located at
(Surety Name)

_____, a corporation organized under the laws of the State of
(Surety Address)

_____ and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

_____, located in the

_____, is awarded to _____, the
(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ _____. The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

_____ of _____, 20 _____.
(Date) (Month) (Year)

BY: _____
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

NON-COLLUSION AFFIDAVIT

(Pursuant to N.J.S.A. 52:34-15)

I, Paul Santos, residing in Colts Neck Twp.
(Bidder's Authorized Representative Name) (Municipality Name)

In the County of Monmouth and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am President of the firm of S. Brothers Inc
(Bidder's Authorized Representative Title) (Bidder's Name)

_____, the Bidder making this Bid Proposal for the Bid Packet entitled,

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintain by

S. Brothers Inc
(Bidder's Name)

BY:

[Signature]
(Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Paul Santos
(Print or Type)

TITLE:

President

EQUIPMENT CERTIFICATION(Pursuant to N.J.S.A. 40A:11-20)**First Avenue Roadway Improvements
City of Asbury Park**S. Brothers Inc.
(Bidder Name)**PART I** - Please check the appropriate box below:

- ☒ A.) The Bidder, signing and submitting this Bid Packet, *OWNS, LEASES, OR CONTROLS* all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

- OR -

- ☐ B.) The Bidder, signing and submitting the attached Bid Packet, *DOES NOT OWN OR LEASE* the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

PART II -ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE, the sources from which the equipment will be obtained are as follows*:

<u>NAME OF EQUIPMENT OWNER</u>	<u>ADDRESS</u>	<u>TELEPHONE NUMBER & EMAIL ADDRESS</u>
a. _____	_____	_____
	_____	_____
b. _____	_____	_____
	_____	_____
c. _____	_____	_____
	_____	_____

Before the award of the Contract, certificates are required from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate:

PS

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

SUBCONTRACTOR IDENTIFICATION (Applicable only to
Construction, Alteration, or Repair of Public Building)

(Pursuant to N.J.S.A. 40A:11-16)

**First Avenue Roadway Improvements
City of Asbury Park**

S. Brothers Inc
(Bidder Name)

PART I - Pursuant to N.J.S.A. 40A:11-16 and N.J.S.A. 40A:11-23.2, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

<u>WORK</u>	<u>SUBCONTRACTOR</u>
1. Plumbing and gas fitting and all kindred work	Name: <u>none</u> Address: _____ License No.: _____ Expiration: _____
2. Steam and hot water heating and ventilating apparatus, steam power plants and kindred work	Name: <u>none</u> Address: _____ License No.: _____ Expiration: _____
3. Electrical work	Name: <u>none</u> Address: _____ License No.: _____ Expiration: _____
4. Structural steel and ornamental iron work	Name: <u>none</u> Address: _____ License No.: _____ Expiration: _____

NOTE: Attach additional sheets in the appropriate format, if necessary.

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

First Avenue Roadway Improvements City of Asbury Park

S. Brothers Inc.
(Bidder Name)

PART II – In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder shall submit, along with its Bid Packet, the following:

- a.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

Failure to submit the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

Owner further requests that the Bidder submit along with its Bid Packet the Evidence of Business Certificate Registration for all Subcontractors listed. If not provided with the Bid Packet, the Evidence of Business Certificate Registration for all Subcontractors listed must be provided prior to contract award.

By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION**:

PS

PREVAILING WAGE COMPLIANCE DECLARATION

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

First Avenue Roadway Improvements

City of Asbury Park

S. Brothers Inc

(Bidder Name)

The above named Bidder, located at

16 Sobechko Road Manalapan, NJ 07726

(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full not less than prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Workplace Development under N.J.S.A. 34:11-56.25 et seq. pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

In the event it is found that any worker, employed by the Bidder or any subcontractor of Contractor, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$16,263.

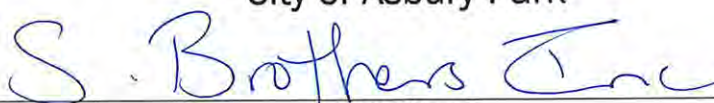
By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the
PREVAILING WAGE COMPLIANCE DECLARATION:

RS

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

BIDDER'S ACKNOWLEDGEMENT

First Avenue Roadway Improvements City of Asbury Park



(Bidder Name)

I. SITE VISITATION.

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. Pre-bid site visits are not mandatory but recommended.

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **Section 102.13.01**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Workplace Development shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)

**First Avenue Roadway Improvements
City of Asbury Park**

S. Brothers Inc
(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this
BIDDER'S ACKNOWLEDGEMENT:

BY:

[Signature]
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Paul Santos
(Print or Type)

TITLE:

President

AMERICAN PRODUCTS CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-18)

First Avenue Roadway Improvements

City of Asbury Park

S. Brothers Inc.

(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;
- OR -
- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**:

PS

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

First Avenue Roadway Improvements City of Asbury Park

S. Brothers Inc.

(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's STATEMENT OF EXPERIENCE AND QUALIFICATIONS and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

- 1.) Date of Incorporation or Formation of bidding entity: 1993
- 2.) State of Incorporation or Formation of bidding entity: New Jersey
- 3.) Number of years engaged in the contracting business under your present firm or trading name: 32 years
- 4.) General character of work performed by company: Excavation, milling/paving, concrete c/sidewalks/drainage/pipe
- 5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.
no.
- 6.) Have you ever defaulted on a contract? If so, please explain the circumstances.
no.
- 7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of two percent (2%) for retainage? If so, how much and why?
no.
- 8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.
no.
- 9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.
yes

First Avenue Roadway Improvements City of Asbury Park

S. Brothers Inc
(Bidder Name)

(Bidder Name)

11.) Please provide the following information about all of your projects which are currently under construction:

ANTICIPATED
COMPLETION
DATE

NUMBER CONTRACT

Please See Attached

Certification of Non-Debarment for Federal Government Contracts

(Pursuant to N.J.S.A. 52:32-44.1)

This certification shall be completed, certified to, and submitted to Owner prior to contract award, except for emergency contracts where submission is required prior to payment.

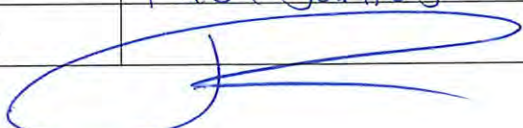
PART I: VENDOR INFORMATION	
Individual or Organization Name	S. Brothers Inc.
Physical Address of Individual or Organization	16 Sobechko Road Manalapan, NJ 07726
Unique Entity ID (if applicable)	n/a
CAGE/NCAGE Code (if applicable)	n/a
Check the box that represents the type of business organization:	

☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership

☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization	
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i><name of contracting unit></i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i><type of contracting unit></i> to notify the <i><type of contracting unit></i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i><type of contracting unit></i>, permitting the <i><type of contracting unit></i> to declare any contract(s) resulting from this certification void and unenforceable.	
Full Name (Print):	Paul Santos
Title:	President
Signature:	
Date:	01/17/2025

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

Certification of Non-Debarment for Federal Government Contracts

(CONTINUED)

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization	
Section A (Check the Box that applies)	
☒	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be. (PS)
Name of Individual or Organization	Paul Santos - President (100%)
Physical Address	82 Meyers Mill Road Colts Neck, NJ 07722
OR	
☐	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.
Section B (Skip if no Business entity is listed in Section A above)	
☒	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	Paul Santos - President
Physical Address	82 Meyers Mill Road Colts Neck, NJ 07722
OR	
☐	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

Certification of Non-Debarment for Federal Government Contracts

(CONTINUED)

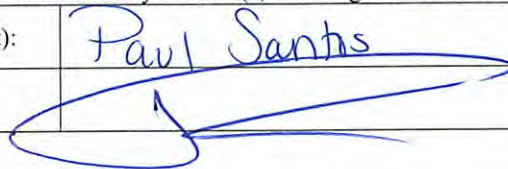
Section C – Part III Certification			
I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of <name of organization>. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Paul Santos	Title:	President
Signature:		Date:	1/17/25

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
☐	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Physical Address
Paul Santos - President	82 Meyers Mill Road Colts Neck, NJ 07722 (100%)
Add additional sheets if necessary	
OR	
☐	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

Certification of Non-Debarment for Federal Government Contracts

(CONTINUED)

Section B (skip if no business entities are listed in Section A of Part IV)	
☒	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address
Paul Santos - President	82 Meyers Mill Road Colts Neck, NJ 07722 (100%)
Add additional Sheets if necessary	
OR	
☐	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
Section C – Part IV Certification	
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i><name of contracting unit></i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i><type of contracting unit></i> to notify the <i><type of contracting unit></i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i><type of contracting unit></i>, permitting the <i><type of contracting unit></i> to declare any contract(s) resulting from this certification void and unenforceable.	
Full Name (Print):	Paul Santos Title: President
Signature:	 Date: 1/17/25

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

BID PACKET CERTIFICATION

STATE OF NEW JERSEY

COUNTY OF Monmouth

SS.

I, Paul Santos, residing in Colts Neck Twp.
 (Authorized Representative Name) (Municipality Name)

In the County of Monmouth and the State of New Jersey, of full age, being duly sworn
 (County Name)
 according to law on my oath depose and say that:

I am President of the firm of S. Brothers Inc
 (Authorized Representative Title) (Bidder Name)

_____, the Bidder submitting this Bid Packet for the Project, entitled

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BY:

(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Paul Santos
(Print or Type)

TITLE:

President

This Bid Packet has been Sworn and Subscribed before me this

17th Day of January, 20 25

NOTARY PUBLIC SEAL:

NOTARY
PUBLIC

(Notary Public Signature)

Grace Raimundo
(Print or Type Name)

My Commission Expires _____

GRACIA L RAIMUNDO
 Notary Public, State of New Jersey
 My Commission Expires 2/20/2028

CONTRACT

THIS AGREEMENT made on _____ of _____ 20, _____ by and between
the _____
(Day) (Month) (Year)

CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

Hereinafter called the Owner, and

(Contractor's Name)

Hereinafter called the Contractor. The Owner and the Contractor may be referred to in this Agreement individually as a "Party" or collectively as the "Parties".

First Avenue Roadway Improvements

WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter, agree as follows:

- I. **DEFINITIONS.** All terms in this Agreement shall have the same meanings as defined in **Section 101.03** of the Specifications.
- II. **CONTRACT DOCUMENTS.** The Contract Documents consist of this Agreement and its Exhibits and Appendixes, the Notice to Bidders, the public advertisement, Procedures of the Contract (*including the Bid Packet Procedures, the Contract Procedures, and the Work Procedures*), the Forms of the Contract (*including the Bid Packet, the Contract,*), the Specifications (*including the Standard Specifications for Road and Bridge Construction (2019) and the Special Provisions for State Aid Projects*), Plans, Change Orders, Addenda, and Clarifications, all of which form the Contract Documents, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of this Agreement by the Bidder.
- III. **THE WORK.** The Contractor covenants and agrees to provide all necessary machinery, tools, and equipment and to fully execute the Work described in the Contract Documents which are hereby made a part of this Agreement as fully and with the same effect as if the same had been set forth in the body of this Agreement. The completion of the Work shall be in accordance with the provisions of the Contract Documents.
- IV. **CONTRACT SUM.** As per the Contractor's Bid Proposal and in accordance with the payment terms of the Contract Documents, the Owner shall pay the Contractor for said Work and materials, when completed and delivered, the Contract Sum of:

(Contract Sum)

- V. **SAFETY.** The Contractor must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The Contractor is required to comply with the requirements of Federal, State and local laws governing the employment of labor, laws pertaining to work hours and minimum wages as well as those regarding safety. The Contractor must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor

and Workplace Development shall be adhered to on this Project and that the Contractor shall instruct its personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations. The Contractor is solely responsible for its Work, the means, methods, techniques, sequences, and procedures of construction selected or used by the Contractor, for security and safety at the Site, and for safety precautions and programs incident to the Contractor's Work in progress.

- VI. INDEMNIFICATION.** The Contractor shall indemnify, defend and hold harmless the Owner, Engineer, and their respective officers, agents and employees from and against any and all claims, demands, liabilities, suits, losses, costs, and expenses of any kind which: a.) result from or are alleged to result from or arise out of the performance of the Contract and, b.) are attributable to bodily injury, sickness, disease, disability, or death, or to damage or destruction of the property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon claims, demands, liability, suits, losses, cost or expenses to the Work. Neither the indemnification nor the assumption of the defense obligation is dependent on the fault of the Contractor.
- VII. CONSEQUENTIAL DAMAGES.** In no event shall the Owner or the Engineer be held liable, in contract or tort or otherwise, for any incidental, special, indirect, or consequential damages, including loss caused by delay, commercial loss, or lost profits and revenues or opportunities resulting from any service furnished by the Owner or Engineer under this Agreement.
- VIII. EXHIBITS.** The following mandatory contract submittals are attached hereto by the Contractor:
- **EXHIBIT I** - Insurance Certificate
 - **EXHIBIT II** - Performance Bond
 - **EXHIBIT III** - Payment Bond
 - **EXHIBIT IV** - Prevailing Wage Rate Table(s)
- IX. PREVAILING WAGES.** The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$16,263. If the New Jersey Prevailing Wage Act is applicable, the prevailing wage rates for each craft or trade or classification of all workers needed to perform this Contract are attached hereto as Exhibit IV, and workers shall not be paid less than such prevailing wage rate. In the event it is found that any worker, employed by the Contractor or any subcontractor of Contractor, has been paid a rate of wages less than the prevailing wage required to be paid by such contract, the public body, the lessee to whom the public body is leasing a property or premises or the lessor from whom the public body is leasing or will be leasing a property or premises may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise.
- X. DISCRIMINATION.** The Contractor shall comply with the requirements of referred to *Appendixes A, B, and C* regarding Mandatory Equal Opportunity Language attached hereto, as applicable.
- XI. DOCUMENT RETENTION AND AUDIT.** The Contractor shall maintain all documentation related to products, transactions, or services under this Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- XII. CONTRACT EXECUTION.** This Contract may only be signed by:
1. If a Partnership, all General Partners;
 2. If a Corporation, the President and at least one other officer;

3. If a Sole Proprietorship, the Proprietor;
4. An authorized agent of the Contractor. In this case, evidence that the agent is authorized to bind the Contractor, in the form of a Power-of-Attorney or equivalent document, for the Partnership, Corporation or Sole Proprietorship must be provided.

XIII. BINDING UPON EXECUTION. This Contract shall be binding upon the Owner, its successors and assigns, and upon the Contractor, its successors and assigns or heirs, executors, and administrators.

IN WITNESS WHEREOF, the Owner and the Contractor have caused this Contract to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed.

Owner's Authorized Representative

BY: _____
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: JOHN MOOR _____

TITLE: MAYOR _____

Contractor's Authorized Representative

BY: _____
(Authorized Representative's Signature)

CORPORATE SEAL:

NAME: _____

TITLE: _____

EXHIBIT I – INSURANCE CERTIFICATE

{CONTRACTOR'S INSURANCE CERTIFICATE ATTACHED}

EXHIBIT II – PERFORMANCE BOND

The Contractor is required to submit, along with the executed Contract, a Performance Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____,
(Contractor's Name)
 located at _____, (hereinafter called the "Principal"), and
(Contractor's Address)
 _____, located at
(Surety Name)
 _____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)
 onto _____, as Owner, in the penal sum of
 (\$ _____)
(100% of Contract Sum [in words]) (100% of Contract Sum [in numbers])
 for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____
(Date)
 of the month of _____ in the year of _____, enter into a Contract with
(Month) (Year)
 _____, County of _____, State of _____
 _____, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____
(Date)

of the month of _____ in the year of _____
(Month) 20 (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
(Print or Type)

TITLE: _____

EXHIBIT III - PAYMENT BOND

The Contractor is required to submit, along with the executed Contract, a Payment Bond in substantially the following form. A corporate acknowledgment and statement of authority must be attached by the Surety Company.

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____,
(Contractor's Name)
 located at _____, (hereinafter called the "Principal"), and
(Contractor's Address)
 _____, located at
(Surety Name)
 _____, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)
 onto _____, as Owner, in the penal sum of

_____ (\$ _____)
(100% of Contract Sum [in words]) (100% of Contract Sum [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal did on the day of _____

(Date)
 of the month of _____ in the year of _____, enter into a Contract with
(Month) (Year)
 _____, County of _____, State of _____

_____, which said Contract is made a part of this Bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et. seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, said Surety has caused this Performance Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____

(Date)

of the month of _____ in the year of 20 _____
(Month) (Year)

BY: _____
(Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____

TITLE: _____

EXHIBIT IV – PREVAILING WAGE RATE TABLE(S)

The State wage rates in effect at the time of award are part of this Contract.
State wage rates may be obtained from the New Jersey Department of Labor &
Workforce Development's website:

https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_determinations.html.

APPENDIX A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR GOODS AND SERVICES CONTRACTS

(Pursuant to N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.)

During the performance of this Contract, the Contractor agrees as follows:

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

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

The Contractor or Subcontractor, where applicable, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal Court decisions.

The Contractor or Subcontractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA-302 (*electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance*)

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

APPENDIX B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE FOR CONSTRUCTION CONTRACTS

(Pursuant to N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) and N.J.A.C. 17:27-1.1 et seq.)

During the performance of this Contract, the Contractor agrees as follows:

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

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

The Contractor or Subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt the Contractor or Subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program, is satisfied that the Contractor or Subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The Contractor or Subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the Contractor or Subcontractor has a referral agreement or arrangement with a union for a construction trade, the Contractor or subcontractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended

from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the Contractor or Subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the Contractor's or Subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the Contractor or Subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the Contractor or Subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

- B. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the Contractor or Subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the Contractor or Subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or Subcontractor:

(i) The Contractor or Subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the Contractor or Subcontractor shall in good faith determine the qualifications of such individuals. The Contractor or Subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the Contractor or Subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or Subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said Contractor or Subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the Contractor or Subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

- C. The Contractor or Subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the Contractor or Subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The Contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer. The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- D. The Contractor and its Subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

APPENDIX C

EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITY

(Pursuant to the Americans with Disabilities Act of 1990)

The Contractor and the Owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this Contract. In providing any aid, benefit, or service on behalf of the Owner pursuant to this Contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the Contractor, its agents, servants, employees, or Subcontractors violate or are alleged to have violated the Act during the performance of this Contract, the Contractor shall defend the Owner in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure, the Contractor agrees to abide by any decision of the Owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this Contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

BID BOND

(Pursuant to N.J.S.A. 40A:11-21)

Bidders are required to submit, along with Bid Packets, a BID BOND in substantially the following form.

KNOW ALL MEN BY THESE PRESENTS, that the

Bidder,

S. Brothers, Inc.

(Bidder Name)

located at 16 Sobechko Road, Manalapan, NJ 07726, (hereinafter called the "Principal"), and
(Bidder Address)The Ohio Casualty Insurance Company, located at
(Surety Name)175 Berkeley Street, Boston, MA 02116, (hereinafter called the "Surety"), are hereby and firmly bound
(Surety Address)onto City of Asbury Park, as Owner, in the penal sum ofTen percent of amount bid not to exceed Twenty Thousand & 00/100 Dollars (\$ 20,000.00)
(10% of Bid Amount or \$20,000 [in words]) (10% of Bid Amount or \$20,000 [in numbers])

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

First Avenue Roadway Improvements

NOW, THEREFORE, if said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid Packet; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of 17th of the month of
(Date)

January in the year of 20 25
(Month) (Year)

The Ohio Casualty Insurance Company

BY: [Signature]
(Surety Authorized Representative Signature)

NAME: Lisa Nosal
(Print or Type)

TITLE: Attorney-in-Fact

CORPORATE SEAL:

S. Brothers, Inc.BY: [Signature]Name: Paul SantosTitle: President

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

*Bidders are required to submit, along with Bid Packets, a **CONSENT OF SURETY***

The The Ohio Casualty Insurance Company located at
(Surety Name)

175 Berkeley Street, Boston, MA 02116, a corporation organized under the laws of the State of
(Surety Address)

New Hampshire and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

First Avenue Roadway Improvements, located in the

City of Asbury Park, is awarded to S. Brothers, Inc., the
(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

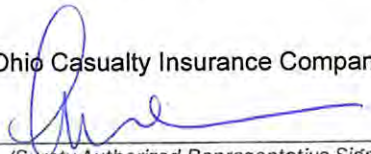
\$ 100% of amount bid. The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

17th of January, 20 25.
(Date) (Month) (Year)

The Ohio Casualty Insurance Company

BY: 
(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: Lisa Nosal
(Print or Type)

TITLE: Attorney-in-Fact



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8212877-973841**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Pamela J. Boyle, Robert E. Culnen, Adriana Giammichele, Joseph W. Mallory, Lisa Nosal, Louis A. Vlahakes

all of the city of Fairfield state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of December, 2024.



Liberty Mutual Insurance Company;
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of December, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII– Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation– The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization– By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of January, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



THE OHIO CASUALTY INSURANCE COMPANY
FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets	Liabilities
Cash and Bank Deposits\$205,269,499.00	Unearned Premiums\$4,119,585,324.00
*Bonds – U.S Government\$9,800,297,880.00	Reserve for Claims and Claims Expense.....\$11,539,414,910.00
*Other Bonds.....\$2,624,053,574.00	Funds Held Under Reinsurance Treaties\$0.00
*Stocks\$580,310,204.00	Reserve for Dividends to Policyholders\$524,079.00
Real Estate.....\$0.00	Additional Statutory Reserve\$0.00
Agents' Balances or Uncollected Premiums...\$2,470,513,419.00	Reserve for Commissions, Taxes and Other Liabilities\$1,067,720,142.00
Accrued Interest and Rents\$117,249,509.00	Total.....\$16,727,244,455.00
Other Admitted Assets.....\$6,440,345,225.00	Special Surplus Funds\$83,803,503.00
Total Admitted Assets\$22,238,039,310.00	Capital Stock.....\$8,848,635.00
	Paid in Surplus.....\$2,066,113,364.00
	Unassigned Surplus.....\$3,352,029,353.00
	Surplus to Policyholders\$5,510,794,855.00
	Total Liabilities and Surplus.....\$22,238,039,310.00

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the New Hampshire Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



Timothy A. Mikolajewski

Timothy A. Mikolajewski, Assistant Secretary



SURETY DISCLOSURE STATEMENT AND CERTIFICATION pursuant to N.J.S.A. 2A:44-143

THE OHIO CASUALTY INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of The Ohio Casualty Insurance Company as determined in accordance with the applicable laws of this State, totals \$55,477,323.00 as of the calendar year ended December 31, 2023, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) The Ohio Casualty Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2024 in the amount of \$254,064,000.00.
- 4) The amount of the bond to which this statement and certification is attached is \$10% of amount bid not to exceed \$20,000.00.
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

Reinsurer	Address	Amount
(Not Applicable)		and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Nathan J. Zangerle, as Assistant Secretary for The Ohio Casualty Insurance Company, a stock insurance company domiciled in New Hampshire, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of The Ohio Casualty Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of The Ohio Casualty Insurance Company are false, this bond is VOIDABLE.

THE OHIO CASUALTY INSURANCE COMPANY

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

Dated: January 17, 2025

Certificate Number
617718

Registration Date: 07/17/2024
Expiration Date: 07/16/2026



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

S Brothers Inc
2024

Responsible Representative(s):
Paulo Santos, President


Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TRADE NAME:

SEQUENCE NUMBER: 0608985

ISSUANCE DATE: 03/04/10

James B. Lawrence
Director
New Jersey Division of Revenue

TAXPAYER NAME: S BROS., INC.

ADDRESS: 16 SOBECHKO ROAD
MANALAPAN NJ 07726

EFFECTIVE DATE: 10/07/93

FORM-BRC (04-08) D-205846

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



SBROTHE-01

SCOD

3.D.15.c

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2024

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 The Schenck Agency, Inc. 495 Main Street Metuchen, NJ 08840	CONTACT NAME:	
	PHONE (A/C, No, Ext): (732) 548-2727 FAX (A/C, No): (732) 548-2404	
	E-MAIL ADDRESS: info@schenckagency.com	
INSURED S. Brothers., Inc. P.O. Box 317 South River, NJ 08882	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Fire Insurance Company of Hartford	20478
	INSURER B: Continental Casualty	20443
	INSURER C: The Continental Insurance Company	35289
	INSURER D: New Jersey Manufacturers	12122
	INSURER E:	
	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 ☒ Includes X, C & U ☒ Contractual Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒		6076141631	2/28/2024	2/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6076141645	2/28/2024	2/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	☒		6076141662	2/28/2024	2/28/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
D	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	W24009324	2/28/2024	2/28/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Township of East Windsor and T&M Associates are included as Additional Insured's as agreed per written contract for work performed by the insured.

CERTIFICATE HOLDER

CANCELLATION

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 25 (2016/03)

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above S. Bros Inc.	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. PO BOX 317	Requester's name and address (optional)
6 City, state, and ZIP code South River NJ 08882	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	2	-	3	2	3	1	2	8	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

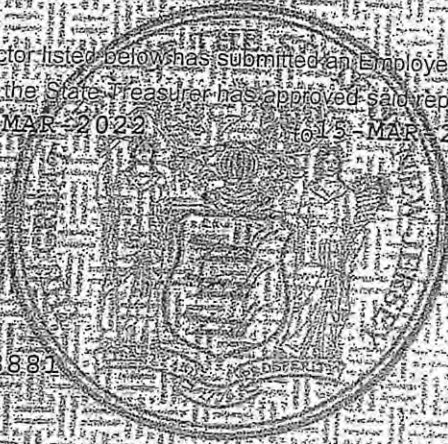
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Certification 41565

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-11 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2022 to 15-MAR-2029.



S. BROTHERS INC.
PO BOX 317
SOUTH RIVER
NJ 08881

Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway

S. Brothers Inc
PO Box 317
South River, NJ 08882
732-446-3390
Fax: 732-446-0076

List of References

City of Asbury Park
One Municipal Plaza
Asbury Park, NJ

Engineer: T&M Associates - 11 Tindall Road, Middletown, NJ – Keith Mueller

Project: Memorial Drive Sanitary Sewer Improvements

Class of work: Excavation, Casting, Storm sewer, Sanitary pipe, drainage, some concrete, milling and paving

Work completed on time? – Yes

Work was completed – 09/2023

Contract amount - \$564,085.80

Borough of Carteret
61 Cooke Avenue
Carteret, NJ 07706

Engineer: CME Associates – 1460 Route 9 South, Howell, NJ 07731 – Matthew Zwingraf

Class of work: Excavation, curbs, sidewalks, drainage, castings, pipe, Belgium block curb, milling and paving

Project: Arts District – Phase II

Work completed on time? – Yes

Work was completed – 07/2022

Contract amount - \$785,316.00

Township of Clark
430 Westfield Avenue
Clark, NJ 07066

Engineer: Grotto Engineering – 77 Brant Avenue, Clark, NJ – David Testa 908-272-8901

Class of work: Excavation, curbs, sidewalks, aprons, storm sewer, bicycle safe grates, ADA, milling & paving

Project: 2021 Capital Roads & School Parking lot Improvements

Work completed on time? – Yes

Work was completed – 09/2021

Contract amount - \$1,239,274.79

Township of Colts Neck
124 Cedar Drive
Colts Neck, NJ 07722

Engineer: T&M Associates – 1144 Hooper Avenue, Toms River, NJ 08753 – Glenn Gerken 732-473-3400

Project: FY 2019 Capital Road Improvement Program

Class of work: Excavation, RCP pipe, Belgium block curb, storm sewer, milling and paving

Work completed on time? – Yes

Work was completed – 09/2020

Contract amount: \$318,855.05

Borough of Kenilworth
567 Boulevard
Kenilworth, NJ

Engineer: Harbor Consultants, Inc. 320 North Avenue East Cranford, NJ 07016 – Christian Cueto 908-276-2715

Project: 2022 NJDOT Road way improvement program

Class of work: Excavation, concrete curbs, sidewalks, aprons, drainage, pipe, inlet type B, milling and paving

Work was completed on time ? – Yes

Work was completed – 10/2023

Contract amount - \$237,810.00

Township of Hazlet
1766 Union Avenue
Hazlet, NJ 07730

Engineer: T&M Associates – 11 Tindall Road, Middletown, NJ 07748 – Andrew Denbeigh 732-865-9532

Project: Lynn Boulevard Area Improvements

Class of work: Excavation, RCP pipe, bicycle safe grates, castings, storm sewer, concrete curbs and sidewalks/aprons, milling and paving

Work completed on time? – Yes

Work was completed – 09/2021

Contract amount - \$1,987,364.05

Township of Hazlet
1766 Union Avenue
Hazlet, NJ 07730

Engineer: T&M Associates – 11 Tindall Road, Middletown, NJ 07748 – Andrew Denbeigh 732-865-9532

Project: Road Way Improvement to Coach Dr., Wagon Rd., Surrey Dr., & Carriage Dr

Class of work: Excavation, RCP pipe, bicycle safe grate, inlet type b casting, concrete curbs and sidewalks, drainage, pipe, milling and paving

Work completed on time? – Yes

Work was completed – 10/2022

Contract Amount - \$596,682.59

Borough of Matawan
201 Broad Street
Matawan, NJ 07747

Engineer: Remington & Vernicks – RVE – 429 Route 79, Suite 21, Morganville, NJ 07751

Project: Reconstruction of Washington Avenue

Class of work: Excavation, RCP pipe, Storm sewer, pipe, concrete curb, sidewalks/aprons, castings, mill & pave

Work completed on time? – Yes

Work was completed – 06/2023

Contract amount - \$473,622.92

Borough of Matawan
201 Broad Street
Matawan, NJ 07747

Engineer: T&M Associates – 11 Tindall Road, Middletown, NJ – Louis Tedesco – 732-865-9527

Project: 2022 Road Improvement Program

Class of work: Excavation, RCP pipe, castings, sewer, drainage, concrete curb sidewalks aprons, mill & pave

Work completed on time? – Yes

Work was completed – 10/2023

Contract Amount- \$1,231,552.20

City of New Brunswick
75 Bayard Street
New Brunswick, NJ 08901

Engineer: RVE – Remington & Vernick Engineers – 429 Route 79, Suite 21, Morganville, NJ 07751

Project: Middlesex County – Borough of Sayreville – Main Street Improvements (Brookside Ave to Burnet Ave)

Class of work: Concrete curbs, sidewalks, aprons, bicycle safe grates, castings, storm sewer, milling & paving

Work completed on time? – Yes

Work was completed – 07/2021

Contract amount - \$1,014,054.50

Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

Engineer: Municipality of Princeton Engineering – 400 Witherspoon St, Princeton, NJ 08540 – Ian Baker

Class of work: Excavation, concrete curbs, sidewalks, some drainage and pipe, milling and paving

Project: Heatherstone Improvements

Work completed on time? – Yes

Work was completed – 03/2021

Contract amount - \$767,288.34

Municipality of Princeton
400 Witherspoon Street
Princeton, NJ 08540

Engineer: T&M Associates — 200 Century Parkway, Suite B, Mount Laurel, NJ 08054- Tejal Patel

Project: Witherspoon Phase 2 Roadway Improvements

Class of work: excavation, drainage/pipe/storm sewer, bicycle safe grates, ADAS, concrete curbs, sidewalks, aprons, milling and paving

Work was completed on time? Yes

Work was completed on: 04/2024

Contract Amount: \$4,302,771.18

Township of Piscataway
455 Hoes Lane
Piscataway, NJ

Engineer: Joe Herrera – Twp of Piscataway – 455 Hoes Lane, Piscataway, NJ 732-562-6560

Project: Improvements to Justice Street

Class of work: Excavation, Curbs, sidewalks, aprons, storm sewer, bicycle safe grates, ADA, drainage, RCP pipe, milling and paving

Work was completed on time? – Yes

Work was completed – 09/2023

Contract amount - \$2,029,612.00

Borough of Point Pleasant
2233 Bridge Avenue
Point Pleasant, NJ

Engineer: Remington & Vernick Engineering – Brian Jillson Chief Inspector - 9 Allen Street Toms River, NJ 08753

Project: Improvements to Boulton Avenue

Class of work: excavation, curbs, sidewalks, aprons, milling and paving

Work was complete on time? – Yes

Work was completed: 06/2024

Contract amount - \$364,731.30

Borough of Red Bank
90 Monmouth Street
Red Bank, NJ

Engineer: T&M Associates – 11 Tindall Road, Middletown, NJ – Louis Tedesco

Class of work: excavation, drainage/pipe/storm sewer, bicycle safe grates, ADAS, concrete curbs/sidewalks/aprons, milling and paving

Project: Mechanic Street Improvements

Work completed on time? Yes

Work completed on: 05/2024

Contract amount: \$1,139,814.65

Township of Springfield
100 Mountain Avenue
Springfield, NJ 07081

Engineer: Keller & Kirkpatrick (GPI) – 301 Gibraltar Dr., Suite 2A, Morris Plains, NJ 07950 – Art Alias

Class of work: Excavation, Curbs, sidewalks, aprons, storm sewer, bicycle safe grates, ADA, milling and paving

Project: Improvements to Benjamin Drive & New Brook Lane – Contract #SP-2020-01

Work completed on time? – Yes

Work was completed – 01/2021

Contract amount - \$365,868.70

S. Brothers Inc.
PO Box 317
South River NJ 08882

Equipment list for Machinery Only

- 1 ATHEN MOBIL SWEEPER
HI-LIFT DUMP BODY
- 2 ATHEY MOBIL STREET SWEEPER 1993-
VIN# 1A9S24DR8NR059078
- 3 ATLAS COPCO MODEL XAS56DD PORTABLE COMPRESSOR 2003
JOHN DEERE MODEL - 4045D 80HP CYL
SERIAL # AIP430179
- 4 ATLAS COMPRESSOR COPCO YEAR - 2003
MODEL # XAS56 10CFM
SERIAL #14609
- 5 - Bomag Kubota Roller 2019 BW138AD-5DPE
Serial #101650341313

6 BINDER BLAW-KNOX PAVER PF- 875 CONVEYOR- FED PAVER 13,500 LBS
SERIAL # 875-01-053

7 BINDER BLAW KNOX MODEL # PF 5510 ASPHALT PAVER
WEIGHT - 34,600 LBS
SERIAL #189002

8 - 2016 - Bob cat skid steer loader -
Serial# ALJ818924, Model#S650T4

9 Bobcat Case -
Model - SV300

10 BOB CATS250 SKID STEER LOADER
SERIAL # 526018094 :

11 Bob Cat S650 Skid Steer loader -

12 CAT LOADER- MODEL 262C2

13 Cat Roller Model CB54Xw
Serial # JCM313

14 Cross Country – 2001 trailer –

15 BOB CAT EXCAVATOR YEAR – 2000
MODEL # 325
SERIAL # 514017936
BOB CAT ATTACHMENT "MILLING 23" FOOTCUT SERIAL # 231712124

16 BOB CAT – S- 650-2009 PAID 2012
SKID STEER LOADER MODEL # S-650
SERIAL # A3NV11141
ANGLE BROOM MODEL #84
SERIAL # 231415472
SWEEPER W/ GUTTER BRUSH MODEL #72
SERIAL # 783723007

17 BOB CAT – S650 A71 TWO SPEED –
SKID STEER LOADER MODEL # S650
SERIAL # A3NV12938
ANGLE BROOM MODEL # 84
SERIAL # 23141563 – 84"
SWEEPER – 60" SERIAL # 714422848

18 2020 Bob cat A770 skid steer loaders -- New machine
Serial#AT5J12719
Model# A770T4 -- all wheel steer

19 -- 2018 Bobcat BC A770 T4 -- Skid Steer Loaders --
Serial# AT5J12042
Model #A770

20 -CASE2000621B GP BUKCET/QUICK DISCONNECT
SIDE DUMP BUCKET/ FORKS/ "MILLENNIUM"
SERIAL # JEE0055154

21. Case 2019 --
Serial#NJC753343

22 - CASE 2011 580 # CB0755
4WD 12 X 16.5 FRONT TIRES & 19.5 X 24 REAR TIRES

23 Case Bob Cat
Serial#JAFSV300JFM409547

24 CAT ROLLER "WOLFPAC 3100"
SERIAL # 1300229
MODEL # P3100

25 CATERPILLAR BACKHOE LOADER
MODEL # 416BX4
SERIAL # 8ZK09960

26 CATERPILLAR ASPHALT ROLLER 2005 CB214E
SERIAL# 21400403

27. 2020 Bob cat A770 skid steer loaders –
Serial#AT5J12719
Model# A770T4 – all wheel steer

28. Carterpillar compact tract loader 2022
Model 259D3
Serial#0CW920600

29 1998 CRACK SEALING KETTLE CRAFTCO
SERIAL# SS125D

30 COMPACTORS- 4

31 CONCRETE MIXERS- 4

32 Delta Trailer – 2019
Bumper Tilt
Vin#4MWBT2023KN047082

33 Delta Trailer – 2019
Bumper Tilt
Vin#4MWBT2027KN047084

34 JYNAPAC CC1300 DOUBLE DRUM VIBRATORY ROLLER-
SERIAL# 10000334JOA007788

35 DYNAPAC ROLLER

30. ENERGY LOGIC WASTE OIL FURNACE
MODEL EL - 140 W/ 500 GALLON TANK

37. Foley Cat Paver 2011 -
Serial # FAC0975
Model#AP1055D

38. GENERATOR DIESEL
KDE 6700TA

31 GENERATOR
PLASMA CUTTER

39. GENERATOR
SERIAL# F120515170- DIESEL 7,000 WTT

40. 2008 HAMM TANDEM ROLLER
S/N H1810140
MODEL- HD090V

41. HAMM MODEL HD13VV ROLLER
SERIAL# 1720566

42. HEREVERANDAIR TESTING SYSTEM W/VARIOUS PLUGS
HOSES "MILLENNIUM"

43. HYDRO SEEDING MACHINE

44. HOLT PNEUMATIC AIR COMPRESSOR MODEL CPS90

45. HOTSY CLEANING GENERATOR-
MODEL# 895
SERIAL# 11090770

46. INGERSOLL RAND ROLLER DD-90
SERIAL# 55455

47. INGERSOLL RAND 175 AIR COMPRESSOR
W/TOWABLE OIL INJECTED LUBRICATION SYSTEM 90LB & 35LB HAMMER
HOSES AND BITS "MILLENNIUM"

48. INGERSOLL RAND ROLLER ULTRA PAC DD28HF

49. INGERSOLL RAND DD90
SERIAL# 54785
MODEL# DD90

50 INGERSOLL RAND DD90
SERIAL# 156210
MODEL# DD90

51 . INGERSOLL RAND JUMPING JACK
SERIAL# RX654H

52 INGERSOLL RAND COMPACTOR DD28BF 3.5 TONS
SERIAL# 172012

53 CATERPILLAR ROLLER
MODEL: CB54XW
SERIAL #: JCM313

54 TRAILER -- 1979

GARBAGE
VIN # - 388362

55 OPTOMAX MAXIUM BLOWER

56 John Deere backhoe -

57 John Deere Dozer 2002 -
Serial#T0550GL853658

58 2018 John Deere - 4052 R Compact Utility Tractor
Vin#1LV4052RHJJ402317

59 Komatsu Hydraulic Excavator
Serial #23438

60 - 2013 Komatsu hydraulic excavator
Model PC138USLC-10
Serial # 40351

61 Komatsu WA420-3 Rubber Tired loader
Serial# A31102

62 - 2014 Rubble master RM70
Serial # 0191

63 2017 - Case -
Serial# NFF232541

64 Kettle Heater Equipment -
Portable Patch Heater

65 1999 International Truck water tank
Vin# 2HSFBASRXXC071772
Plate# XFDS89

66 Laymor Broom 8 ft.
Serial#SN31649

67 2002 Eagle Trailer
Vin#2112H5V3102L059494

68 - John Deere Dozer 2002 -
Serial#T0550GL853658

S. BROTHERS INC.
PO BOX 317
SOUTH RIVER NJ 08882
(732) 446-3390
(732) 446-0076 FAX

EQUIPMENT LIST FOR VEHICLES ONLY

1. BRI TRAILER 2004
MODEL #EH1
VIN #43YDC16224C024440
2. 2002 Eagle Trailer
Vin#2112H5V3102L059494
3. Cam 2019 -
Vin#5JWCG2321KP067955
MODEL#7CAM18CP
16,100 LBS

4. CHEVROLET 2005 PICK UP RD SIL "RED SILVER"
VIN# 1GCHK23285F959575 - 6,765 LBS
PLATE# X3039G
5. CHEVROLET SILVERADO DUMP C35 WHITE 2004
VIN# 1GBJC34274E284958
PLATE# X 5676K
6. CHEVROLET SILVERADO 2500HD 2WD CREW CAB 2004
VIN# 1GCHC23104F166256 "GREEN"
PLATE# X5069W
7. CHEVROLET SILVERADO 2007 4WD WITH CAB "GRAY"
VIN# 1GCHK29D57E153260
Plate # XJ375B
8. Chevrolet Silverado -
Vin# 1GC1KYE86DF165615
Plate # XACD92
9. 2019 Chevrolet Silverado 2500
Vin#1GC1KREY9KF115214
Plate#
10. 2018 Chevrolet Silverado 3500
Vin # 1GB4KYCYXJF236377
Plate # XBFH38
11. 2018 Chevrolet Silverado 3500
Vin # 1GB4KYCY1JF233917
Plate # XESH76
12. 2018 Chevrolet Equinox
Vin#3GNAXUEU0JL292666
Plate#
13. Chevrolet Silverado
Vin#1GC1KREY9KF215507

14. Chevrolet 2018 5500 Hd
Vin#JALEEW164J7300516
15. Cam Trailer 2004 - YELLOW
Vin#1 5JPBU23214P007810
Plate#TUH72J
16. Cross Country 2001 trailer
Plate#TPJ57Z
Vin# 431FS162911001139
17. CROSS COUNTRY FLAT BED 2004 -
VIN# 431FS101042001061
PLATE# TCL94X
18. DODGE PICK UP 2500 1997
VIN# 3B7KF23D9VM550934 18,000 LBS
PLATE# X9986K
- 19 DODGE RAMP P/U "2004 WHITE"
VIN# 23D7KU28CX4G244060
PLATE# XT268A
20. EAGLE TRAILER 1988
VIN# 1120HA208JT200428
PLATE# TMR79F
21. 15- 2020 Kenworth Model T370 Chassis with Etnyre Centennial Distributor
Vin#2NKHMM7X9LM388213
22. FORD SERVICE TRUCK "WHITE" AX2 2000
VIN#1FDXF46F8YEE28294
PLATE# XG418R

23. Ford 2007 F65 - Red
Vin#3FRNX65R47V411336
Plate#XHKB23

24. FORD BOX TRUCK
VIN# 2FDKF37M7LCA88880
PLATE# XT897S

25. FON SPE TRAILER 1998
VIN# 4LF4S4936W3506719 "MAROON" AX2
PLATE# T94Y4V

26. FONTAIN TRAILER 2006
MODEL# SPC
AXLES- 2
PLATE#

27. FORD F35 PICK UP 1991 "TAR TRUCK"
VIN# 2FTJW35MONCA09359

28. GMC 2001 P/U
VIN# 1GDJC34161F187321
11,000LBS
PLATE# XM188N

29. GMC 2006 TRK - Green -
Vin# J8DC4B16767016775
25,000 lbs
Plate # XBGU84

30. HUDSON HSE TRAILER "BLACK" 1996
VIN# 10HHSE168T1000765
PLATE# TRS19T

31. INTERNATIONAL TRAILER "BLACK" 1997
VIN# 1JKDTA206VA100085
PLATE# T89P9J

32. INTERNATIONAL TRUCK- 2002
ASPHALT DISTRIBUTOR TRUCK MODEL DT530
PLATE# XCAU75

33. GMC – 1995 TRUCK
 ASPHALT DISTRIBUTOR TRUCK MODEL CAT3116
 VIN# 1GDM7H1J4SJ510413
 PLATE#

34. INTERNATIONAL TRUCK 2002 BOX TRUCK -
 VIN#1HTMMAAM02H506884
 PLATE#

35. International truck 1999
 Orange color
 Vin#ASRXXC071772
 70,000 LBS
 Plate#XFDS89

36. 2020 Kenworth Model T370 Chassis with Etnyre Centennial
 Distributor
 Vin#2NKHMM7X9LM388213
 Axle – 2

Plate#XJHS68

37. LIGHT ANGLE PARKER TRAILER 1995
 VIN# 13ZLA1620S1006485 AX2
 PLATE# T11Z8K

38. Mercedes Benz Sprinter 2014
 Vin#WD3PF1DC0E5872528
 Plate# XCE-H34

39. Mercedes Benz Sprinter 2015
 Vin #- WD3PF4CC2F5962087
 PLATE#XCE-H35

40. Mercedes Benz
 Vin#WDCTG4GB3KJ572047
 Plate#

41. 1989 SCANIA TRUCK -
VIN # Y52PM122XK1141093
PLATE # XBHA68
54,500 lbs

42. SCANIA TRUCK "GREEN" 1989
VIN# YS2TM4176K1140780 "80,000LBS" AX3
PLATE# X4073W
#

43. SCANIA DUMP TRUCK "GREEN" 1986
VIN# YS2TM4165G1111947 "70,000LBS" AX2
PLATE# X75H99
#16

44. SCANIA TRUCK "GREEN" AX2 1985
VIN# YS2TM4168F1092163 "70,000LBS"

Plates - XHRB19.

45. SCANIA TRUCK "GREEN"
VIN# YS2TH4263K1145073 "80,000 LBS"
PLATE# XC573P
#21

46. SCANIA TRUCK 1989 "GREEN" -
VIN# YS2TH4163K1142076 "70,000.00 LBS"
PLATE# XL502M

47. SCANIA TRUCK 1991 "GREEN" -
VIN# YS2TH4461M1166309 "70,000 LBS"
PLATES XY211K
#19

48. SCANIA TRUCK 1989 "GREEN"
VIN# YS2TM4174K1142088 "80,000 LBS"
PLATE# XS795B
#2 - low boy

49. SCANIA TRUCK 1988 "BLUE" -
VIN# YS2TH4166J1128235

PLATE# XW188R
TRUCK #31

50. SCANIA TRUCK 1989 "GREEN"
VIN# YS2PH4222K1144012
Plate#XFNA62 (old plate#XY869V)
#25

51. SCANIA TRUCK- 1987 "GREEN" -
VIN# YS2TH4269H1119246 70,000 LBS
PLATE# XAKZ23

52. Scania Truck 1987 "White" -
Vin#YS2PH4220H1122387
Plate# XCAW59
#20

53. 1987 Scania truck "white" T11
Vin#YS2TM4168H1119249

Plate#XHBX86

54. 2003 TOYOTA TACWAGON
VIN# STEWN72N43Z274304
PLATE#

55. TRAILER 1979 H22 "GRAY" -

56. TRAILER 1993 PEQUEA
VIN# 1P9US1626PG120059

57. Trailer 2002 -
Vin#112H5V3102L059494
Plate#TRS87S

58. UD TRUCK 1999
VIN# JNAU4T1J9WA405388
PLATE# XP174C

59. War Trailer - 2007
Vin# 11W9AC45227P347735
Plate# TLX75X

S. BROTHERS INC.
PO Box 317
SOUTH RIVER, NJ 08882

SUBCONTRACTOR LIST

RE: CITY OF ASBURY PARK – FIRST AVENUE ROADWAY IMPROVEMENTS

PLEASE SEE THE FOLLOWING SUBCONTRACTORS FOR YOUR REVIEW AND APPROVAL:

- **STRAIGHT EDGE STRIPING**
- **18 RUE CEZANNE**
- **FRANKLIN, NJ**

Certificate Number

653443

Registration Date: 09/28/2024
Expiration Date: 09/27/2026



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

STRAIGHT EDGE STRIPING, LLC
2024

Responsible Representative(s):

Andrew Altobelli, President

Handwritten signature of Robert Asaro-Angelo in black ink.

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N.J. 08646-0252

TAXPAYER NAME:

STRAIGHT EDGE STRIPING LIMITED LIABILITY

TRADE NAME:

ADDRESS:

18 RUE CEZANNE
FRANKLIN NJ 08873

SEQUENCE NUMBER:

1241139

EFFECTIVE DATE:

10/21/05

ISSUANCE DATE:

06/05/06

James J. Piscitelli
Acting Director
New Jersey Division of Revenue

Attachment: First Avenue Roadway Improvements - S. Brothers Bid Package (2025-87 : Awarding a Bid for First Avenue Roadway



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-88

Resolution awarding the bid for traffic control signage to Glenco Supply Inc. for two years from January 1, 2025 through December 31, 2026 with the right to extent contract an additional two years thereafter.

2019 and 2020 Base Bid from Glenco was \$26,500.00

2021 and 2022 Base Bid from Glenco was \$23,902.00

2023 and 2024 Base Bid from Glenco was \$24,875.50

2025 and 2026 Base Bid from Glenco is \$21,834.00



RESOLUTION NO. 2025-88

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

RESOLUTION AWARDING BID FOR TRAFFIC CONTROL SIGNAGE

WHEREAS, on Tuesday, January 14, 2025 the City of Asbury Park (the “City”) accepted and received one (1) sealed bid for Traffic Control Signage; and

WHEREAS, it has been determined that Glenco Supply, 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 to Glenco Supply Inc. for Traffic Control Signage from January 1, 2025 and expiring on December 31, 2024 with an option for contract extension thereafter ; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey that it hereby awards the Traffic Control Signage to Glenco Supply Inc.

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

I, LISA ESPOSITO, 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. 2025-88 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK

**ISSUED BY:
CITY OF ASBURY PARK
COUNTY OF MONMOUTH**

**ISSUE DATE: December 26, 2024
DUE DATE: January 14, 2025 11:00 AM**

**BID SPECIFICATIONS
FOR
TRAFFIC CONTROL SIGNAGE**

**Mayor John Moor
Deputy Mayor Amy Quinn
Eileen Chapman, City Councilmember
Yvonne Clayton, City Councilmember
Angela Ahbez-Anderson, City Councilmember
Lillian L. Nazzaro, Esq., City Manager**



BID PROPOSAL

City of Asbury Park
BID PROPOSAL FORM
Tuesday, January 14, 2025
11:00 AM
Traffic Control Signage

The undersigned proposes to furnish and deliver the above goods/service pursuant to the bid specification.

Do deviations exist: YES _____ NO X

If you checked YES, please itemize them on a separate page giving a description of the deviation according to the item and attach them to this form.

Total bid including all items on page four and five: \$ 21,834.00

Written Total Bid: \$ Twenty One Thousand Eight Hundred Thirty Four Dollars

Company Name GLENCO SUPPLY, INC
PO BOX 638
OAKHURST, NJ 07755

Federal I.D. # or Social Security # 223796889

Address _____

Signature of Authorized Agent _____

Type or Print Name Glen Abrams

Telephone Number 800-752-8277

Fax Number 737-922-3330

Date 1/10/25

E-mail address glen@glencosupply.com

Traffic Control Signage

Please provide the amount bid for ten (10) of each item according to the corresponding item number. Actual orders may vary. Protective overlay only needed on reprinted signs.

ITEM	AMOUNT BID - QTY 10
1. Engineer Grade Prismatic (EGP) Finished Sign 3M Reflective with protective overlay from fading and stickers: 12" x 18" 18" x 24" 24" x 48"	65.00 140.00 280.00
2. Engineer Grade Prismatic (EGP) Finished Sign - Reprinted on existing Aluminum Sign with 3M Reflective with protective overlay from fading and stickers: 12" x 18" 18" x 24" 24" x 48"	75.00 120.00 310.00
3. Breakaway Sign Post with Base, Hardware 96" length and 2" width, u-channel, color green 4. Sign Bracket for Sign Poles with 5/16" Bolts, 42" hose clamp 5. Sign Bracket Strapping with Buckle, Seal 6. In-Street Stop for Pedestrian Sign, Portable Base 7. In-Street Stop Sign, Portable Base 8. In-Street Regulatory 12" x 18" Signs, Portable Base 9. 6" Tall Flat High Reflective Street Name Sign Double Faced, Green and White Lettering 10. Street Sign Bracket 11. R1-1 Stop Sign 30"	46.00 35.00 2,980.00 1,700.00 145.00 170.00 44.00 320.00

ITEM	AMOUNT BID - QTY 10
12. R-1-2 Yield Sign 30"	115.00
13. R6- 1 One-Way Sign	130.00
14. R5-1 Do Not Enter Sign 30"	300.00
15. 1/16" Plastic Stencil - 10" Letters	40.00
16. 1/16" Plastic Stencil - Custom approximately 24" x 24"	60.00
17. R1-1 Solar LED Traffic Stop Sign, Fully Enclosed 36"	12,500.00
18. R4-11 Bikes May Use Full Lane Sign	240.00
19. R3-17 Bike Lane	140.00
20. R3-17a Bike Lane Plaque	40.00
21. R3-17b Bike Lane Plaque	40.00
22. R5-2 No Trucks Sign 18' x 24"	130.00
23. R14-1 Thru Truck Route Sign 18' x 24"	160.00

Initial each
required entry,
and if required,
submit the item

BID DOCUMENT CHECKLIST*

City of Asbury Park

Submission Requirement

Required
by owner

☒	Bid Proposal Form, Including Pricing Sheet	
☒	Acknowledgment of Receipt of Addenda	
☒	Mandatory Affirmative Action Language	
☒	New Jersey Anti-Discrimination	
☒	Americans with Disabilities Act of 1990 Language	
☒	Stockholder Disclosure Certification	
☒	Statement of Ownership	
☒	Proof of Business Registration	
☒	Disclosure of Investment Activities in Iran	
☒	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus	
☒	Non-Collusion Affidavit	
☒	W9 Form	
☒	Indemnification and Hold Harmless Agreement	

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

ATTACHMENT II

Notice to Bidders

Notice to Bidders

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Qualified Purchasing Agent, for the City of Asbury Park, County of Monmouth, State of New Jersey on Tuesday, January 14, 2025 at 11:00AM prevailing time at the Municipal Council Chambers, One Municipal Plaza, Asbury Park, NJ 07712 at which time and place bids will be opened and read in public for:

Traffic Control Signage

Contract documents for the proposed work may be examined at the Finance Office at City Hall, One Municipal Plaza, Asbury Park, N.J. 07712 between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday and online at: www.cityofasburypark.com/bids.

Bids must be made on the proposal forms included with the bid specification, be enclosed in a sealed package bearing the name and address of the bidder and the name of the work on the outside addressed to:

Qualified Purchasing Agent
ATTN: Tracy Lizardi
One Municipal Plaza
Asbury Park, N.J. 07712

The City reserves the right to award this contract based on the funds available. The City reserves the right to reject any or all bids and to waive any informality in any bid, in its opinion, if it is in the best interest to do so and to award the contract for any and or all items.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Tracy Lizardi
Qualified Purchasing Agent

Publication Date:
Thursday, December 26, 2024

Acknowledgement of Receipt of Addenda

ATTACHMENT III

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

City of Asbury Park

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Acknowledge Receipt (Initial) Dated Addendum Number

Handwritten signature

No addenda were received: ☒

Acknowledged for: GLENCO SUPPLY, INC
PO BOX 638
BAKEMURST, NJ 07755

By: *[Signature]*
(Signature of Authorized Representative)
Name of above: Colin Adams
(Print or Type)
Title: President
Date: 1/10/25

Affirmative Action Compliance

ATTACHMENT IV

APPENDIX A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY AFFIRMATIVE ACTION LANGUAGE
Goods, Professional Service and General Service Contracts

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signature _____
Date 1/10/25

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Glenco Supply Inc
 PRINT NAME: Glen Abrams
 DATE: 11/10/25
 SIGNATURE: [Signature]
 TITLE: President

New Jersey Anti-Discrimination Provisions

ATTACHMENT V

**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

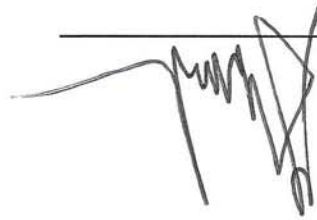
Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

(Include the following only for boards of education)

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490 (C.18A:18A-51 et seq.).

Signature



Date

11/16/25

Americans with Disabilities Act of 1990

ATTACHMENT VI

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

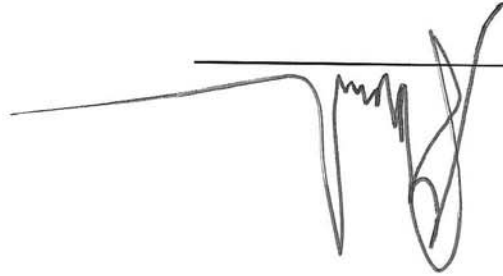
The contractor and the owner do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant to this contract, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, employees, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, if any action or administrative proceeding is brought against the owner or any of its agents, servants, employees, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees, and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Signature



Date

1/10/25

Stockholders Disclosure Certification

ATTACHMENT VII

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •
OR
I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
☐ Limited Partnership
☒ Subchapter S Corporation
☐ Corporation
☐ Limited Liability Corporation
☐ Sole Proprietorship
☐ Limited Liability Partnership
☐ Non-Profit

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Glen Abrams
Home Address: 28 Astor Dr
Ocean, NJ 07712

Name: _____
Home Address: _____
Name: _____
Home Address: _____

Subscribed and sworn before me this 10th day of January, 2025

(Notary Public) Stacey Abrams

My Commission expires:

STACEY ABRAMS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 03/24/2026



(Corporate Seal)

(Print name & title of affiant)

Glen Abrams, President
(Affiant)

Home Address: _____
Name: _____

Name: _____

Home Address: _____
Name: _____

Name: _____

Home Address: _____
Name: _____

Name: _____

ATTACHMENT VIII
Proof of Business Registration

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

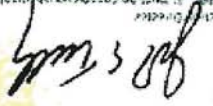


Taxpayer Name: TAX REG TEST ACCOUNT
Trade Name:
Address: 847 ROEBLING AVE
TRENTON, NJ 08611
Certificate Number: 1093907
Date of Issuance: October 14, 2004
For Office Use Only: 20041014112823533

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS
DEPARTMENT OF TREASURY
PO BOX 202
TRENTON, NJ 08646-0202

TAXPAYER NAME: TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#: 970-097-082/500
ADDRESS: 847 ROEBLING AVE
TRENTON NJ 08611
EFFECTIVE DATE: 07/14/04
ISSUANCE DATE: 07/14/04
SEQUENCE NUMBER: 0107330
CLIENT REGISTRATION: TAX REGISTRATION
TRADE NAME:
This Certificate is NOT valid as proof of tax liability. It must be accompanied by a copy of the return filed with the Department of Treasury.



Glenco Supply Inc.
P.O. Box 638
Oakhurst, NJ 07755

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	GLENCO SUPPLY, INC.
Trade Name:	PO BOX 638
Address:	OAKHURST NJ 07755
Certificate Number:	1018855
Effective Date:	October 02, 2003
Date of Issuance:	January 18, 2014
For Office Use Only:	20140118132621029

Disclosure of Investment Activities in Iran

ATTACHMENT IX

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidder Name:

BIDDER'S ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX

Part 1: Certification

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the City of Asbury Park is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Asbury Park to notify the City of Asbury Park in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the City of Asbury Park that the City of Asbury Park at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Glen Abrams

Signature:

[Handwritten Signature]

Date:

11/16/25

Title:

President

Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

ATTACHMENT X

DECLARATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Packet Pg. 368

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

(Check the Appropriate Box)

A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

Signature of Vendor's Authorized Representative

Print Name and Title of Vendor's Authorized Representative

GLENCO SUPPLY, INC

PO BOX 638

OAKHURST, NJ 07755

Vendor's Name

Vendor's Address (City/State/Zip Code)

Vendor's Email Address

Date

Vendor's FEIN

Vendor's Phone Number

Vendor's Fax Number

(Attach Additional Sheets If Necessary)

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c) of the International Financial Institutions Act 22 U.S.C. 262r(3); or (3) Any parent, successor, subunit, direct or indirect ownership or control with, any entity described in paragraph (1) or (2).

Non-Collusion Affidavit

Attachment XI

NON-COLLUSION AFFIDAVIT

I, Glenn Abrams, residing in New Jersey County of New Jersey
in the County of New Jersey and State of NJ
full age, being duly sworn according to law on my oath depose and say that:
I am President of the firm of Glenn S-005 Inc.
(Name of firm) (Title or position)

the bidder making this Proposal for the bid entitled Jeff's Control Signage, and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ (name of contracting unit) and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____ Glenn S-005 Inc.

Subscribed and sworn to before me this day

Glenn Abrams Signature

(Type or print name of affiant under signature)
Notary public of New Jersey County

My Commission expires _____
January 10, 2025

STACEY ABRAMS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 03/24/2026

(Seal)

W9 Form

Attachment XII

Indemnification and Hold Harmless Agreement

Attachment XIII

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement (the "Indemnification Agreement") between the City of Asbury Park and Glenn S. Soelberg, Inc. (CONTRACTOR) with an address of { P.O. Box 639, Oakhurst, NJ 07445 } is deemed effective this { 11/10/25 }. This Indemnification Agreement is deemed to be and is an addendum to that contract for (Traffic Control Signage) (product/services to be provided) dated () as same may be extended or modified (referred to herein as the "Contract"). As partial consideration for the compensation paid to Contractor under the Contract, Contractor hereby agrees to indemnify, defend and hold harmless (hereinafter referred to as the "Indemnity Obligations") the CITY OF ASBURY PARK, its Directors, Employees, Appointed or Elected Officials, departments, volunteers, insurers, brokers and professionals including but not 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 Contractor, its sub-Contractors, employees and agents in connection with all activities, services and products undertaken and provided by the Contractor, pursuant to the Contract. Further, Contractor 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, Contractor covenants and agrees that its Indemnity Obligations shall survive expiration or termination of the Contract and are independent of any policy of insurance that may be available for any Loss.

Signature



Date

11/10/25

Technical Specifications

Attachment XIV

Specifications

1. The successful bidder shall bear any loss associated with their negligence during the performance of this contract and must operate their service facility within New Jersey.
2. The successful bidder must indemnify and hold the City, it's agents and employees, harmless from any loss or act occasioned by the acts or omissions of the successful bidder and employees or agents of the successful bidder.
3. The amounts required to purchase will depend on the department needs and circumstances, which will be dictated by the City. Order requests may not be limited to ten.
4. All orders require a purchase order number from the City. The City will not be responsible for any orders placed without having a purchase order number prior to the order being placed. It is the responsibility of the successful bidder to ensure that they obtain the purchase order number. Invoices are to be provided to the City's Finance Department which itemizes the following:

Traffic Control Items Ordered
Units Ordered and Cost Amount(s)
Date Ordered

Payments are processed bi-monthly with completed purchase orders.

5. The bid proposal form requests bid prices accompanying the item number in increments of ten (10) each. Please complete all items and be advised the City is using this format as a basis for determining the lowest responsive bid. The City's traffic control orders could be more or less depending on the needs of the City and could result in additional signs, which are not part of this specification. Additional items may include signs listed on the Manual on Uniform Traffic Control Devices for Streets & Highways (MUTCD). Actual orders may vary.
6. The contract term will be from January 1, 2025 through December 31, 2026 with the right to include additional contract extension options allowing the City to renegotiate with the successful bidder. The total length of the base contract and subsequent contract extensions shall not exceed five years maximum in aggregate.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-89

The first municipal deadline regarding affordable housing is January 31, 2025, by which the City must declare its fourth round affordable housing obligation via a Governing Body Resolution. We have 0 new construction obligation, but a rehab obligation of 214



RESOLUTION NO. 2025-89

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

RESOLUTION OF THE COUNCIL OF THE CITY OF ASBURY PARK COMMITTING TO ROUND 4 PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the City has a demonstrated history of voluntary compliance as evidenced by its Round 3 record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on February 20, 2020, the City of Asbury Park (hereinafter “Asbury Park” or the “City”) filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), to be amended as necessary, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine;” and

WHEREAS, that culminated in a Court-approved Housing Element and Fair Share Plan and a Final Judgment of Compliance and Repose, which precludes builder’s remedy lawsuits until July 1, 2025; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2 (hereinafter “A4” or “Amended FHA”); and

WHEREAS, A4 determines the size of the regional need, but does not calculate allocation of the need to individual municipalities; and

WHEREAS, instead, A4 required the Department of Community Affairs (“DCA”) to produce non-binding estimates of need on or before October 20, 2024, which it did provide on October 18, 2024 (“DCA Report”); and

WHEREAS, the DCA Report calculates the City’s Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 214 units and a Prospective Need or New Construction Obligation of 0 units, as the City is a Qualified Urban Aid Municipality (“QUAM”); and

WHEREAS, A4 further provides that, irrespective of the DCA's calculation, municipalities are to determine "present and prospective fair share obligation(s)...by binding resolution no later than January 31, 2025"; and

WHEREAS, this resolution satisfies the requirements of A4 by accepting the DCA estimate of need as described in the DCA Report; and

WHEREAS, Section 3 of A4 provides that: "the municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of A4; and

WHEREAS, City's calculation of need is entitled to a "presumption of validity" because it complies with Sections 6 and 7 of A4; and

WHEREAS, the City specifically reserves the right to adjust those numbers based on one or any of the foregoing adjustments: 1) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sewer or lack of water); and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, including, but not limited to the Highlands Regional Master Plan and its build out, the Pinelands or Meadowlands regulations and planning document; and

WHEREAS, in addition to the foregoing, the City reserves the right to take a position that its Round 4 Present Obligation is lower than described herein in the event that a third party challenges the calculations provided for in this Resolution (a reservation of all litigation rights and positions, without prejudice); and

WHEREAS, in light of the above, the Mayor and Council finds that it is in the best interest of City to declare its obligations in accordance with this binding resolution and in accordance with the Act and

WHEREAS, in addition to the above, the Acting Administrative Director issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the Act shall file an action in the form of a declaratory judgment complaint ". . within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner"; and

WHEREAS, nothing in this Resolution shall be interpreted as an acknowledgment of the legal validity of the AOC Directive and the City reserves any and all rights and remedies in relation to the AOC Directive; and

WHEREAS, the City seeks a certification of compliance with the Act and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution; and

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

1. All of the Whereas Clauses are incorporated into the operative clauses of this resolution.
2. The Mayor and Council hereby commit to the DCA Round 4 Present Need Obligation of 214 units and the Round 4 Prospective Need Obligation of zero (0) units as described in this resolution subject to all reservations of rights, which specifically include:
 - a) The right to adjust the number based on a windshield survey, lack of land, sewer, water, regional planning inputs, or any combination thereof;
 - b) As described in the WHEREAS section, all rights to revoke or amend this resolution in the event of a successful legal challenge, or legislative change, to A4;
 - c) All rights to take any contrary position in the event of a third party challenge to the obligations.
3. The City hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint within 48 hours after adoption this resolution attaching this resolution.
4. The City hereby directs its Affordable Housing Counsel to file this Resolution with the “Program” pursuant to the requirements on A4.
5. This resolution shall take effect immediately, according to law.

I, LISA ESPOSITO, 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. 2025-89 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-90

The Release of a Performance Guarantee for at 300 Asbury Avenue, 320 Asbury Avenue, 301 Cookman Avenue, 600 Heck Street, Block 3801 Lot 1.01, 1.03 and 1.05 (former Block 3203, Lots 1-19, Block 3206, Lots 1- 4 and Block 3801, Lot 1) aka The Cove. All improvements have been completed.



RESOLUTION NO. 2025-90

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

**RESOLUTION AUTHORIZING THE RELEASE OF THE PERFORMANCE BOND
FOR 300 ASBURY AVENUE, 320 ASBURY AVENUE, 301 COOKMAN AVENUE, 600
HECK STREET, BLOCK 3801 LOT 1.01, 1.03 AND 1.05 (FORMER BLOCK 3203, LOTS
1-19, BLOCK 3206, LOTS 1- 4 AND BLOCK 3801, LOT 1)**

WHEREAS, Asbury Partners posted a performance bond for the required improvements by the Asbury Park Planning Board at 300 Asbury Avenue, 320 Asbury Avenue, 301 Cookman Avenue, 600 Heck Street, Block 3801, Lot 1.01, 1.03 and 1.05 (former Block 3203, Lots 1-19, Block 3206, Lots 1- 4 and Block 3801, Lot 1) per a memo dated October 26, 2020 from Insite Engineering; and

WHEREAS, those improvements have been installed satisfactorily and more than two years have passed the Municipal Council may release the bond; and

WHEREAS, it is the intention of the City Council to release the Performance Guarantee contingent upon the payment of all outstanding escrow invoices.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park that the performance guarantee in the amount of \$33382.80 be released for the Improvements to 300 Asbury Avenue, 320 Asbury Avenue, 301 Cookman Avenue, 600 Heck Street, Block 3801 Lot 1.01, 1.03 and 1.05 (former Block 3203, Lots 1-19, Block 3206, Lots 1- 4 and Block 3801, Lot 1)

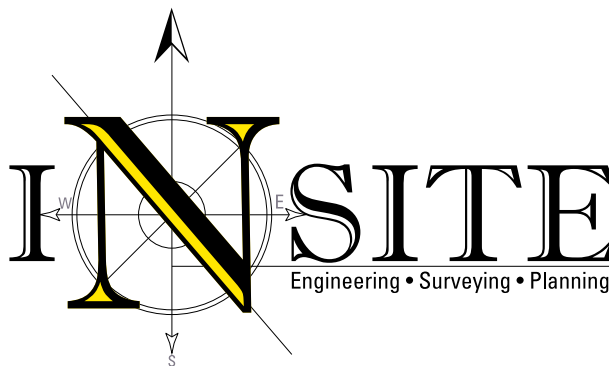
BE IT FURTHER RESOLVED those copies of this resolution shall be provided to the CFO, Leon S. Avakian Inc. Consulting Engineers, Planning Board Secretary, and applicant for their information and attention.

I, LISA ESPOSITO, 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. 2025-90 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK

City of Asbury Park
 Planning Board
 c/o: Irina Gasparyan
 Board Secretary
 Municipal Complex
 1 Municipal Plaza
 Asbury Park, NJ 07712



Via Email: irina.gasparyan@cityofasburypark.com

October 26, 2020

Subject: **PERFORMANCE GUARANTEES & INSPECTION FEES**
AP Triangle Townhomes
 Block 3203, Lots 1-19; Block 3206, Lots 1-4; Block 3801 Lot 1
 City of Asbury Park, Monmouth County, NJ

Ms. Gasparyan:

Attached please find the Engineer's Estimate of the above-referenced project as related to the improvements as noted on the latest site plan¹. The applicant must post the fees noted in the attached in accordance with NJSA 40:55D prior to your release of the zoning permit.

For the proposed development at the above referenced address, the applicant must maintain compliance with all conditions of the resolution of approval. The fees noted herein are related to this phase of work only. Any phases added subsequent to the issuance of this estimate are subject to additional fees.

If you have any questions or require further information, please feel free to contact me anytime by phone or email (Jason@InSiteEng.net).

Sincerely,
InSite Engineering, LLC

Jason L. Fichter, PE, PP, CFM, CME
 Planning Board Engineer

InSite Job # 19-580-81

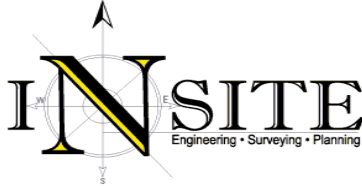
¹Preliminary and Final Major Subdivision and Site Plan for AP Triangle Townhomes, City of Asbury Park, Monmouth County, New Jersey prepared by Bowman Consulting dated 2/12/20, last revised 9/2/20 and landscape plan prepared by BML Studio dated 1/31/20, last revised 9/22/20., totaling fifteen (15) sheets, as prepared by KBA Engineering Services, LLC and one (1) sheet by MBL Studio LLC;

InSite Engineering, LLC

1955 Route 34, Suite 1A • Wall, NJ 07719

732-531-7100 (ph) • 732-531-7344 (fx) • InSite@InSiteEng.net • www.InSiteEng.net

Licensed in NJ, PA, DE, NY, CT, MD, NC, DC, & CO



ENGINEER'S ESTIMATE

Job Number: 19-580-81

Project Name: AP TRIANGLE TOWNHOMES

Municipality: City of Asbury Park

Estimator: DJP 10/26/20

			Performance Guarantee			Inspection Fee		
Ref.	Description	Unit Cost	Quantity / Unit		Total Cost	Quantity / Unit		Total Cost
	Removal/Disposal-(Asphalt, Concrete etc.)	\$2,500		LS	\$ -	1	LS	\$ 2,500.00
	Hot Mix Asphalt 12.5M64 Surface Course 1.5" Thick	\$6	38	SY	\$ 228.00	1,108	SY	\$ 6,648.00
	Hot Mix Asphalt 19M64 Intermediate Course 5" Thick	\$19	38	SY	\$ 722.00	1,108	SY	\$ 21,052.00
	Dense Graded Aggregate Base Course 6" Thick	\$11	38	SY	\$ 418.00	1,108	SY	\$ 12,188.00
	Tack Coat	\$4	38	SY	\$ 152.00	1,108	SY	\$ 4,432.00
	Traffic Sign	\$400		Each	\$ -	2	Each	\$ 800.00
	9" X 18" Concrete Vertical Curb	\$13	56	LF	\$ 728.00	1,120	LF	\$ 14,560.00
	Concrete Sidewalk, 4" thick	\$54	41	SY	\$ 2,214.00	1,620	SY	\$ 87,480.00
	Concrete Apron	\$12	155	SF	\$ 1,860.00	155	SF	\$ 1,860.00
	ADA Curb Ramp w/ Detectable Warning Surface	\$1,500	2	Each	\$ 3,000.00	2	Each	\$ 3,000.00
	Concrete Pavers	\$18	75	SF	\$ 1,350.00	75	SF	\$ 1,350.00
	Transformer Pad	\$1,200		Each	\$ -	2	Each	\$ 2,400.00
	Connect to Exist. Manhole (core drill)	\$900	1	Each	\$ 900.00	1	Each	\$ 900.00
	8" PVC, SDR - 35	\$33	15	LF	\$ 495.00	686	LF	\$ 22,638.00
	4" PVC Lateral (incl. tee or wye and c.o.)	\$1,200		Each	\$ -	48	Each	\$ 57,600.00
	Sanitary Manhole (Incl. casting)	\$3,000		Each	\$ -	5	Each	\$ 15,000.00
	Connect to Exist. Main 8" Coupling	\$550	1	Each	\$ 550.00	1	Each	\$ 550.00
	12" HDPE ROOF DRAINS	\$15		LF	\$ -	686	LF	\$ 10,290.00
	15" HDPE	\$23		LF	\$ -	209	LF	\$ 4,807.00
	15" RCP	\$24	48	LF	\$ 1,152.00	73	LF	\$ 1,752.00
	18" RCP	\$28		LF	\$ -	97	LF	\$ 2,716.00
	Storm Manhole: 4' Dia	\$3,500	1	Each	\$ 3,500.00	2	Each	\$ 7,000.00
	Inlet Type "A"	\$3,200		Each	\$ -	3	Each	\$ 9,600.00
	Inlet Type "B"	\$3,200		Each	\$ -	1	Each	\$ 3,200.00
	Inlet Type "B" Double	\$5,500		Each	\$ -	1	Each	\$ 5,500.00
	Connect to Exist. Manhole (4" & 6" dia. core drill)	\$550	1	Each	\$ 550.00	1	Each	\$ 550.00
	Evergreen Tree	\$900		Each	\$ -	237	Each	\$ 213,300.00
	Deciduous Tree	\$400		Each	\$ -	48	Each	\$ 19,200.00
	Shrubs & Ground Cover	\$150		Each	\$ -	1,371	Each	\$ 205,650.00
	Perennial & Grass	\$18		Each	\$ -	1,112	Each	\$ 20,016.00
	Top Soil	\$65		CY	\$ -	628	CY	\$ 40,820.00
	Seeding	\$1		SF	\$ -	16,975	SF	\$ 16,975.00
	Mulch	\$2		SY	\$ -	1,858	SY	\$ 3,716.00
	42" Decorative Metal Fence	\$18		LF	\$ -	928	LF	\$ 16,704.00
	42" Wooden Lattice Privacy Fence	\$35		LF	\$ -	332	LF	\$ 11,620.00
	Fencing	\$35		LF	\$ -	1,310	LF	\$ 45,850.00
	Bollard	\$550		Each	\$ -	4	Each	\$ 2,200.00
	Decorative Luminaire (Inc. Pole, Pole Foundation)	\$2,200		Each	\$ -	6	Each	\$ 13,200.00
	Building Mounted Light	\$150		Each	\$ -	129	Each	\$ 19,350.00
	Bollard Light	\$2,000		Each	\$ -	6	Each	\$ 12,000.00
	Bench	\$2,500	2	Each	\$ 5,000.00	4	Each	\$ 10,000.00
	Bike Rack	\$1,500	2	Each	\$ 3,000.00	2	Each	\$ 3,000.00
	Trash Receptacle	\$1,000	2	Each	\$ 2,000.00	2	Each	\$ 2,000.00
Subtotal =			\$27,819.00			\$955,974.00		
Performance Guarantee Required (120%) =			\$33,382.80					
10% Cash Portion =			\$3,338.28					
90% Bond Portion =			\$30,044.52					
5% Inspection Escrow =						\$47,798.70		

Note:

1. This engineer's estimate has been prepared based upon review of plans entitled "Preliminary and Final Major Subdivision and Site Plan for AP Triangle Townhomes, City of Asbury Park, Monmouth County, New Jersey prepared by Bowman Consulting dated 2/12/20, last revised 9/2/20 and landscape plan prepared by BML Studio dated 1/31/20, last revised 9/22/20.
2. The unit pricing included is approximate and is based upon available prices, indices, or this firm's historical experience in the general geographical area. As a result of same, it is only approximate. For utilization as a construction budget estimate, same must be updated by current market conditions and other constructability factors.
3. The engineer's estimate excludes costs that may be associated with dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for proforma or finance purposes.

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
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JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.

January 17, 2025

Michele Alonso, AICP, PP
Director of Planning and Redevelopment
City of Asbury Park
Asbury Park, NJ 07712

**Re: 301 Cookman Avenue
Block 3801, Lot(s) 1.01 to 1.05
The Cove
Performance Bond Release
Our File AP 24-00**

Dear Michele:

As requested, our office finalized our site inspection for the above referenced project for performance guarantee release. Please be advised that construction of the site has been substantially completed to our satisfaction therefore, we recommend a performance guarantee release. We recommend waiving the need for a maintenance bond due to the age of the project.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.



Samuel J. Avakian, P.E., P.L.S., P.P.
Board Engineer

AP/24/24-00



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-91

The Release of a Performance Guarantee for 202-204 Second Avenue Urban Renewal LLC at 202-204 Second Avenue (Block 4201, Lots 3 and 4). A Maintenance Guarantee of 10,076.83 is recommended which we would hold for two years. Maintenance Guarantees are for outside improvements including landscaping.



RESOLUTION NO. 2025-91

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

RESOLUTION AUTHORIZING THE RELEASE OF THE PERFORMANCE BOND FOR 202-204 SECOND AVENUE BLOCK 4201, LOTS 3 AND 4

WHEREAS, Leon S. Avakian Inc. Consulting Engineers has inspected 202-204 Second Avenue (Block 4201, Lots 3 and 4); and

WHEREAS, Leon S. Avakian Inc. Consulting Engineers has determined that the condition of the improvements are satisfactory; and

WHEREAS, it is the recommendation of Leon S. Avakian Inc. Consulting Engineers that the City of Asbury Park release the Performance Guarantee in the amount of \$51,622.89 contingent upon the payment of all outstanding escrow invoices and the posting of a Maintenance Guarantee of \$10,076.83 to be held of two years; and

WHEREAS, it is the intention of the City Council to release the Performance Guarantee contingent upon the payment of all outstanding escrow invoices and the submission of a Maintenance Guarantee, in accordance with the InSite Engineering, LLC's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park that the performance guarantee in the amount of \$51,622.89 be released for the Improvements to 917 Third Avenue (Block 302, Lot 11); upon the posting of a Maintenance Guarantee of \$10,076.83.

BE IT FURTHER RESOLVED those copies of this resolution shall be provided to the CFO, Leon S. Avakian Inc. Consulting Engineers, Planning Board Secretary, and applicant for their information and attention.

I, LISA ESPOSITO, 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. 2025-91 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

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JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.

January 14, 2025

Michele Alonso, AICP, PP
Director of Planning and Redevelopment
City of Asbury Park
Asbury Park, NJ 07712

**Re: 202-204 Second Avenue
Block 4201, Lot(s) 3 & 4
Urban Renewal LLC
Performance Bond Release
Our File AP 24-15**

Dear Michele:

The Applicant has finished site work, and our office finalized our site inspection for the above referenced project for performance guarantee release. Please be advised that our latest punch list has been completed to our satisfaction therefore, we recommend performance guarantee release. We make this recommendation conditional on payment of all outstanding fees.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.



Samuel J. Avakian, P.E., P.L.S., P.P.
Board Engineer

AP/24/24-03

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

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SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.

January 14, 2025

Michele Alonso, AICP, PP
Director of Planning and Redevelopment
City of Asbury Park
Asbury Park, NJ 07712

**Re: 202-204 Second Avenue
Block 4201, Lot(s) 3 & 4
Urban Renewal LLC
Maintenance Bond Requirement
Our File AP 24-15**

Dear Michele:

Following the release of the Applicants Performance Bond, the Developer shall post a maintenance bond of \$10,076.83 to the City of Asbury Park. This fee is calculated by using 15% of the performance guarantee required and an additional 15% of the cost of the stormwater management systems on the site, as per NJ Senate No. 3233.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.



Samuel J. Avakian, P.E., P.L.S., P.P.
Board Engineer

AP/24/24-03



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-92

The Release of a Performance Guarantee for MA 917 3rd Ave LLC at 917 Third Avenue (Block 302, Lot 11). A Maintenance Guarantee of \$4031.27 is recommended which we would hold for two years. Maintenance Guarantees are for outside improvements including landscaping.



RESOLUTION NO. 2025-92

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

RESOLUTION AUTHORIZING THE RELEASE OF THE PERFORMANCE BOND FOR 917 THIRD AVENUE (BLOCK 302, LOT 11)

WHEREAS, Leon S. Avakian Inc. Consulting Engineers has inspected 917 Third Avenue (Block 302, Lot 11); and

WHEREAS, Leon S. Avakian Inc. Consulting Engineers has determined that the condition of the improvements are satisfactory; and

WHEREAS, it is the recommendation of Leon S. Avakian Inc. Consulting Engineers that the City of Asbury Park release the Performance Guarantee in the amount of \$16,706.10 contingent upon the payment of all outstanding escrow invoices and the posting of a Maintenance Guarantee of \$4031.27 to be held of two years; and

WHEREAS, it is the intention of the City Council to release the Performance Guarantee contingent upon the payment of all outstanding escrow invoices and the submission of a Maintenance Guarantee, in accordance with the InSite Engineering, LLC's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park that the performance guarantee in the amount of \$16,706.10 be released for the Improvements to 917 Third Avenue (Block 302, Lot 11); upon the posting of a Maintenance Guarantee of \$4031.27.

BE IT FURTHER RESOLVED those copies of this resolution shall be provided to the CFO, Leon S. Avakian Inc. Consulting Engineers, Planning Board Secretary, and applicant for their information and attention.

I, LISA ESPOSITO, 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. 2025-92 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

LEON S. AVAKIAN, P.E., P.L.S. (1953-2004)
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JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.
NICHOLAS MATERA, P.E.

December 13, 2024

Michele Alonso, AICP, PP
Director of Planning and Redevelopment
City of Asbury Park
Asbury Park, NJ 07712

**Re: 917 Third Avenue
Block 302, Lot 11
Performance Bond Release
Our File AP 24-15**

Dear Michele:

As requested, the Applicant has finished site work and our office finalized our site inspection for the above referenced project for performance guarantee release. Please be advised that our latest punch list has been completed to our satisfaction therefore, we recommend performance guarantee release. We make this recommendation conditional on payment of all outstanding fees.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.



Samuel J. Avakian, P.E., P.L.S., P.P.
Board Engineer

AP/24/24-15

LEON S. AVAKIAN, INC. *Consulting Engineers*

788 WAYSIDE ROAD • NEPTUNE, NEW JERSEY 07753

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JENNIFER C. BEAHM, P.P., AICP
CHRISTINE L. BELL, P.P., AICP
SAMUEL J. AVAKIAN, P.E., P.L.S., P.P.
NICHOLAS MATERA, P.E.

December 13, 2024

Michele Alonso, AICP, PP
Director of Planning and Redevelopment
City of Asbury Park
Asbury Park, NJ 07712

**Re: 917 Third Avenue
Block 302, Lot 11
Maintenance Bond Requirement
Our File AP 24-15**

Dear Michele:

Following the release of the Applicants Performance Bond, the Developer shall post a maintenance bond of \$4,031.27 to the City of Asbury Park. This fee is calculated by using 15% of the performance guarantee required and an additional 15% of the cost of the stormwater management systems on the site, as per NJ Senate No. 3233.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Very truly yours,

LEON S. AVAKIAN, INC.



Samuel J. Avakian, P.E., P.L.S., P.P.
Board Engineer

AP/24/24-15



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-93

Resolution Authorizing Correction of Appointments to the Planning Board



RESOLUTION NO. 2025-93

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

RESOLUTION AUTHORIZING APPOINTMENTS TO THE PLANNING BOARD

WHEREAS, pursuant to N.J.S.A. 40:55D-23, et seq., and Section 30-21, *et seq.*, of the Asbury Park City Code, a Planning Board has been established within the City consisting of seven (9) regular members that are segregated into four (4) separate Classes, and two (2) alternate members; and

WHEREAS, the Mayor and Council must appoint one (1) Class III member of the Planning Board, constituting a member of the Governing Body to be appointed by it; and

WHEREAS, the Mayor and Council must also appoint certain Class IV citizen members to the Planning Board, along with certain alternate members (who shall also meet the qualifications of Class IV members); and

WHEREAS, with the above in mind, the Mayor and Council wish to make the following appointments to the Planning Board, effective as of January 15, 2025.

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

1. That, effective as of January 15, 2025, **Council Member Yvonne Clayton** is hereby appointed to serve as the **Class III** member of the Planning Board, for a term which shall expire January 15, 2026, or as of the date of the 2026 Council Reorganization Meeting, whichever is later.
2. That, effective as of January 15, 2025, the following citizen(s) of the City of Asbury Park is/are hereby appointed as **Class IV** member(s) of the Planning Board:

Michael Goonan - Term to expire on **January 15, 2029** or as of the date of the 2029 Council Reorganization Meeting, whichever is later.

Jim Henry - Term to expire on **January 15, 2029** or as of the date of the 2029 Council Reorganization Meeting, whichever is later.

Daniel Sciannameo - Term to expire on **January 15, 2029** or as of the date of the

2029 Council Reorganization Meeting, whichever is later.

Jeremy Hoffman- Term to expire on **January 15, 2029** or as of the date of the 2029 Council Reorganization Meeting, whichever is later.

3. That, effective as of January 15, 2025, the following citizen(s) of the city of Asbury Park is/are hereby appointed as Alternate member(s) of the Planning Board, to fulfill the vacant term:

Robert Zuckerman Alternate#1 -Term to expire on **January 15, 2026**, or as of the date of the 2026 Council Reorganization Meeting, whichever is later.

Kathryn McLaughlin - Alternate#2 -Term to expire on **January 15, 2027**, or as of the date of the 2026 Council Reorganization Meeting, whichever is later.

A certified copy of this Resolution shall be provided to each of the following:

- a. Each Appointee referenced above.
- b. Planning Board Secretary
- c. City Manager

I, LISA ESPOSITO, 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. 2025-93 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, January 29, 2025
RESOLUTION SUMMARY

2025-94

Celebrating the month of February as Black History Month

**RESOLUTION NO. 2025-94**

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

**RESOLUTION CELEBRATING THE MONTH OF FEBRUARY AS NATIONAL
BLACK HISTORY MONTH**

WHEREAS, in 1776, people envisioned the United States as a new nation dedicated to the proposition stated in the Declaration of Independence that "all men are created equal, that they are endowed by their creator with certain unalienable Rights, that among these are Life, Liberty and the Pursuit of Happiness ... "; and

WHEREAS, this year, Black History Month returns to its roots with a new focus on black family ties; and

WHEREAS, Africans were first brought involuntarily to the shores of the United States as early as the 17th century and suffered enslavement and subsequently faced the injustices of lynch mobs, segregation, and denial of the basic and fundamental rights of citizenship; and

WHEREAS, despite slavery, African-Americans in all walks of life have made significant contributions throughout the history of the United States; and

WHEREAS, throughout American history, the black community has always exhibited an unwavering understanding of the value of family as an incomparable source of comfort, strength and even survival; and

WHEREAS, in the face of injustices, people of goodwill and of all races in the United States have distinguished themselves with a commitment to the noble ideals on which the United States was founded and have fought courageously for the rights of freedom of African Americans and others; and

WHEREAS, Dr. Martin Luther King, Jr., lived and died to make real these noble ideals; and

WHEREAS, Barack Hussein Obama was elected and reelected the 44th President of the United

States, making him the first African-American chief executive and overcoming one of the last great racial challenges in politics in this country; and

WHEREAS, the birthdays of Abraham Lincoln and Fredrick Douglass inspired the creation of Negro History Week, the precursor of Black History Month; and

WHEREAS, Negro History Week represented the culmination of Dr. Carter G. Woodson's efforts to enhance knowledge of Black history started through the Journal of Negro History, published by Woodson's Association for the Study of African-American Life and History; and

WHEREAS, the month of February is officially celebrated as Black History Month, which dates back to 1926 when Dr. Carter G. Woodson set aside a special period of time in February to recognize the heritage and achievement of Black Americans.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Asbury Park do hereby (1) recognize the significance of Black History Month as an important time to acknowledge and celebrate the contributions of African-Americans in the Nation's history, and encourages the continued celebration of this month to provide an opportunity for all peoples of the United States to learn more about the past and to better understand the experiences that have shaped the Nation; (2) recognizes that ethnic and racial diversity of the United States enriches and strengthens the Nation; and (3) encourages all States to include in their year-round education curriculum this history and contributions of African Americans in the United States and around the world.

I, LISA ESPOSITO, 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. 2025-94 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

CERTIFIED BY ME THIS 30th DAY OF January, 2025.

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2025-1**

**ORDINANCE AMENDING THE 1201 MEMORIAL DRIVE REDEVELOPMENT PLAN
FOR PROPERTY LOCATED AT 1201 MEMORIAL DRIVE (BLOCK 203, LOT 5)**

WHEREAS, on June 26, 2024 the Mayor and City Council adopted Ordinance No. 2024-11; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A 40A:12A-1 et. seq.*, the “Act”) the Ordinance adopted a redevelopment plan, referred to as the “1201 Memorial Drive Redevelopment Plan” for the property located at 1201 Memorial Drive; and

WHEREAS, the 1201 Memorial Drive Redevelopment Plan permits a multi-family inclusionary development of up to 130 housing units, a modest amount of commercial space consisting of approximately 2,000 square feet and off-street parking; and

WHEREAS, the 1201 Memorial Drive Redevelopment Plan requires vehicle access to be on Fourth Avenue, as depicted in the Concept Plan included in the Redevelopment Plan; and

WHEREAS, an “Access Evaluation”, dated June 11, 2024, was prepared by Dolan and Dean Engineers on behalf of the property owner and anticipated redeveloper of the 1201 Memorial Drive property; and

WHEREAS, the “Access Evaluation” evaluated, among other topics, the ability of each of the three road frontages of the 1201 Memorial Drive property to provide safe vehicle access to the development set forth in the 1201 Memorial Drive Redevelopment Plan; and

WHEREAS, the “Access Evaluation” found that Fourth Avenue is “most efficient and safest access option”, Memorial Drive is “not recommended” due to safety concerns, and Fifth Avenue is “less efficient and less safe option compared to access via 4th Avenue”; and

WHEREAS, City planning and engineering staff and professionals reviewed the “Access Evaluation” and concur with the conclusions stated above regarding vehicle access; and

WHEREAS, there are several residents, which live in proximity to the site which is subject to the 1201 Memorial Drive Redevelopment Plan, have expressed traffic and safety concerns about the singular vehicle access permitted on Fourth Avenue; and

WHEREAS, alternative points of vehicle access include Fifth Avenue and Memorial Drive; and

WHEREAS, the vehicle access on Fourth Avenue presents the safest option given the upcoming installation of a traffic signal at its intersection with Memorial Drive as well as excellent visibility along the property’s Fourth Avenue frontage due to a building setback of more than 20 feet; and

WHEREAS, vehicle access on Memorial Drive presents the least safe option given the crash history of the road, greater traffic volumes, and lack of visibility due to an approximate zero (0) foot building setback; and

WHEREAS, vehicle access on Fifth Avenue presents a less safe option compared to Fourth Avenue due to traffic volumes on Memorial Drive and lack of an upcoming traffic signal; and

WHEREAS, in recognition of resident concerns and the relative safety of each option for vehicle access, the Mayor and Council seek to add flexibility to the 1201 Memorial Drive Redevelopment Plan to permit vehicle access to also occur on the Fifth Avenue frontage;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park as follows:

SECTION 1. The following language shall be amended within the plan (additions are shown as **thus**; deletions are shown as ~~thus~~):

....

F. Parking & Circulation

Deviations from the following shall be considered c variances.

1. The parking and circulation on the property, including curb cuts, shall be substantially consistent with the Concept Plan provided in Exhibit A to this Redevelopment Plan, unless otherwise provided herein, **and except as follows: two-way vehicle access shall be located on the Fourth Avenue frontage at a location subject to the discretion of the Planning Board, one- or two-way vehicle access may be located on the Fifth Avenue frontage at the discretion of the Planning Board (including location). Vehicle access to Memorial Drive shall not be permitted.** Roadway improvements, such as curb extensions, shall be considered and discussed with the City of Asbury Park and if acceptable included in the redeveloper agreement.

....

G. Architectural Design

Deviations from the following shall be considered design exceptions.

1. The exterior architectural design shall be substantially consistent with the Concept Building renderings in Exhibit B to this Redevelopment Plan, unless otherwise provided herein **and except to accommodate changes to vehicle access to the site on Fourth Avenue and Fifth Avenue as noted in Section F.1. herein.** This requirement shall include but is not limited to the placement of nonresidential uses.

SECTION 2. That the applicable provisions contained within the attached Redevelopment Plan shall supersede the existing Land Use Development Regulations governing the Property, and the Official Zoning Map of the City is hereby amended accordingly.

SECTION 3. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 4. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

SECTION 5. That this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, 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 ORDINANCE NO. 2025-1 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2025-2**

**ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF
MONMOUTH, STATE OF NEW JERSEY, PROVIDING FOR THE SPECIAL
ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER,
ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE
IMPROVEMENTS ON BLOCK 4306, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 (200-210 EIGHTH
AVENUE, 201-209 SEVENTH AVENUE AND 1604 WEBB STREET) ON THE CITY TAX
MAP WHICH ARE LOCATED WITHIN THE ASBURY PARK WATERFRONT
REDEVELOPMENT AREA AND ESTABLISHING A MECHANISM FOR PAYMENT
OF THE COST THEREOF**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A1 et seq. (the “Redevelopment Law” or the “Act”) and that certain redevelopment plan dated as of June 5, 2002 (as amended and supplemented from time to time, the “Redevelopment Plan”), the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey, and Asbury Partners, LLC (the “Master Developer”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same may be amended and supplemented in accordance with its terms, the “Redeveloper Agreement”) with respect to the Waterfront Redevelopment Area, as defined therein; and

WHEREAS, as a result of the world-wide financial issues (the “2008 Financial Crisis”) occurring in or about 2008, the predecessor entity to Star Holdings, LLC, iStar Financial Inc. as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests in the Master Developer; and

WHEREAS, in order to finance the cost of the infrastructure improvements contemplated by the Redeveloper Agreement, the City has determined that the cost of the infrastructure improvements should be assessed pursuant to N.J.S.A. 40:56-1 et seq. (the “Local Improvements Law”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “RAB Law”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements (the “Infrastructure Improvements”) within the Waterfront Redevelopment Area, including with respect to Block 4306, Lots 1, 2, 3, 4, 5, 6, 7, and 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) (the “Property”), which Infrastructure Improvements, in whole or in part, constitute:

- (i) redevelopment projects (collectively, the “Infrastructure Redevelopment Project”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law and RAB Law, and
- (ii) local improvements within the meaning, and for the purposes set forth in the Local Improvement Law for which a special assessment may be imposed; and

WHEREAS, the Master Developer entered into a Subsequent Developer Agreement with APW Redeveloper, LLC, on August 27, 2024, pursuant to which APW Redeveloper, LLC assumed certain rights and obligations of the Master Developer; and

WHEREAS, APW Redeveloper, LLC thereafter assigned its rights, duties and obligations under the Subsequent Developer Agreement to K. Hovnanian’s Delta at Asbury Park Urban Renewal, LLC (the “Subsequent Developer”); and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (as issued in connection with this Ordinance, the “RABs”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment on certain property located within an area in need of redevelopment; and

WHEREAS, the City wishes to enter into a Special Assessment Agreement with the Subsequent Developer for the special assessment of certain Infrastructure Improvements, as listed in Exhibit A of the Special Assessment Agreement, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:

Section 1. The defined terms set forth in the recitals contained in this Ordinance are incorporated by reference as it is set forth at length herein.

Section 2. The purpose of this special assessment ordinance is to establish a mechanism for imposing special assessments of all or a portion the cost of the Infrastructure Improvements to be developed, financed and constructed on or benefiting the Property in accordance with the requirements of the Redevelopment Agreement. to be developed, financed, and constructed on or benefiting the Property in accordance with the requirements of the Redevelopment Agreement. The Infrastructure Improvements will consist of the design, financing, construction and installation of various infrastructure improvements, including but not limited to, wastewater, stormwater, streetscape and utility improvements, including all work necessary therefor and incidental thereto with respect to the Property.

Section 3. Notice is hereby given to the owners of the Property that the City intends to

make and levy special assessments against all such Property in the amount and at the time that such Infrastructure Improvements have been completed or at such later time as the City may determine. The actual costs of such Infrastructure Improvements shall be established at the time of installation as certified to the City Engineer, provided that the special assessments for any Property affected by this ordinance shall be made and levied in the manner provided by law and shall be as nearly as possible in proportion to and not in excess of the peculiar benefit, advantage or increase in value that the Property shall be deemed to receive by reason of the Infrastructure Improvements.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The amount of any special assessment (“Special Assessment”) levied against the Property shall be determined, at the option of the owner of the Property, in accordance with:

(i) the procedure set forth in the Local Improvements Law; or

(ii) pursuant to a special assessment agreement entered into by and between the City and the affected property owner under N.J.S.A. 40A:12A-66 of the RAB Law (the “Special Assessment Agreement”).

(b) Whether levied under the Local Improvements Law or a Special Assessment Agreement under Section 66 of the RAB Law, the Special Assessments shall be paid over a 30-year period in quarterly installments payable at the time and in the manner that generally applicable property taxes are required to be paid in the City, with legal interest:

(i) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;

(ii) charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and

(iii) charged on the portion of the Special Assessments not allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City. The first such installment shall commence on the first business day of the quarter immediately following:

- a. the determination of the peculiar benefit, advantage or increase in value which particular lot or Property shall be deemed to have received as a result of the infrastructure improvements, as required to under N.J.S.A. 40:56-27; or
- b. with respect to the Property, at the time set forth in a Special Assessment Agreement under the RAB Law provided that any owner of land so assessed shall, with respect to the portion of the Special Assessments allocable to the RABs, have the privilege of paying the whole of such allocable portion of any Special Assessment or any balance of installments with accrued interest thereon at any time. Such Special Assessment shall remain a lien upon the affected Property described herein until the Special Assessment, with all installments and accrued interest thereon, applicable the particular Property shall be paid and satisfied.

(c) No portion of the cost of the Infrastructure Improvements shall be paid from funds raised from the municipal tax levy or other available funds of the City.

(d) Any Special Assessment levied pursuant to Section 4(a)(ii) of this ordinance shall be subject to the terms and conditions set forth in a Special Assessment Agreement to be entered into by the City and the affected property owner substantially in the form attached hereto as Exhibit A, together with such additions, deletions, modifications or revisions as may be required in consultation with counsel to the City to facilitate the transaction contemplated hereby. Any Special Assessment Agreement executed from time to time, and pursuant to which Special Assessment payments are securing bonds issued under the RAB Law, shall be recorded in accordance with the requirements of the RAB Law. The Mayor is hereby authorized and directed to execute the Special Assessment Agreement and the City Clerk is hereby authorized and directed to attest to such signature, and to affix the corporate seal of the City upon the Special Assessment Agreement.

(e) The City hereby determines that:

- (i) it shall have the right to charge Owner(s) of the Property legal interest (a) charged on the portion of the Special Assessments allocable to the RABs from the date of issuance through the date that all of the RABs are no longer outstanding, with such legal interest meaning the interest rate on the RABs;
 - a. charged on the portion of the Special Assessments allocable to the RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid; and
 - b. charged on the portion of the Special Assessments not allocable to the

RABs with respect to any installment not paid when due, with such legal interest meaning the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens until paid, or such lesser portion as may be determined by the City; and

- (ii) in lieu of the levy of the special assessment described herein pursuant to the Local Improvements Law, the special assessment may be charged, collected and otherwise applied in the manner set forth in the Special Assessment Agreement.

Section 5. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Special Assessment or the Special Assessment Agreement (including, without limitation, any adjustments to the estimated sale prices contained therein or exhibits relating to the final pricing of the RABs, in either case contained therein, whether such adjustments are set forth in the Special Assessment Agreement when executed or added by subsequent addendum, amendment or supplement, the execution and delivery of which is hereby authorized), all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

Section 6. Nothing in this ordinance is intended to abrogate or in any way limit the general application of that certain ordinance adopted by the City on February 20, 2013 and entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”.

Section 7. This ordinance shall take effect as provided by law.

I, LISA ESPOSITO, 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 ORDINANCE NO. 2025-2 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

LISA ESPOSITO
CITY CLERK

THIS AGREEMENT AND THE ORDINANCES APPROVING THE AGREEMENT SECURE BONDS OR OTHER OBLIGATIONS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE “REDEVELOPMENT AREA BOND FINANCING LAW” AND THE LIEN HEREOF IN FAVOR OF THE HOLDER OF SUCH BONDS OR OTHER OBLIGATIONS IS A MUNICIPAL LIEN SUPERIOR TO ALL OTHER NON-MUNICIPAL LIENS HEREAFTER RECORDED

Record and return to:

James G. Fearon, Esq.
Dilworth Paxson LLP
4 Paragon Way, Suite 400
Freehold, New Jersey 07728

Special Assessment Agreement

By and Among

The CITY OF ASBURY PARK

and

**K. HOVNANIAN’S DELTA AT ASBURY PARK URBAN RENEWAL, LLC
(the “Entity”)**

THIS SPECIAL ASSESSMENT AGREEMENT (hereinafter, the “**Agreement**”), made this ____ day of _____, 2025, by and **between K. HOVNANIAN’S DELTA AT ASBURY PARK URBAN RENEWAL, LLC** (the “**Entity**”), the Entity being qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., with offices as hereinafter specified, along with its or their permitted successors and/or assigns, and the **CITY OF ASBURY PARK**, a municipal corporation in the County of Monmouth and the State of New Jersey (the “**City**”, and together with the Entity, the “**Parties**”).

WITNESSETH:

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”) with respect to the “**Asbury Park Waterfront Redevelopment Area**,” as defined in the Redevelopment Plan, and consisting of the “**Prime Renewal Area**” and the “**Boardwalk Area**”, as such terms are also defined therein (collectively, the “**Waterfront Redevelopment Area**”); and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Redevelopment Law; and

WHEREAS, the City and Asbury Partners, LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002 (as the same has been or may be amended and supplemented in accordance with its terms, the “**Redeveloper Agreement**”); and

WHEREAS, as a result of the world-wide financial issues (the “**2008 Financial Crisis**”) occurring in or about 2008, the predecessor entity to Star Holdings, LLC, iStar Financial Inc. as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests; and

WHEREAS, during the 2008 Financial Crisis, the City and the Master Developer arbitrated certain disputed issues arising under and in accordance with the requirements of the Redeveloper Agreement; and

WHEREAS, on or about July 18, 2011, arbitrator Honorable Nicholas Politan issued an arbitrator’s award (the “**Arbitrator’s Award**”) that determined, among other things, that the Parties should seek to work collaboratively to finance infrastructure improvements that are a critical construction condition to the development of residential units and other economic development activity within the Waterfront Redevelopment Area; and

WHEREAS, in order to comply with the spirit of the Arbitrator’s Award, to induce the Master Developer to proceed expeditiously with the development of the Infrastructure Improvements (as defined herein) and other economic development activities within the Waterfront Redevelopment Area, and to determine the appropriate means to finance the cost of the Infrastructure Improvements, the City has determined that the cost of the Infrastructure Improvements should be assessed in the manner provided in Chapter 229 of the Pamphlet Laws of 1938, and Chapter 175 of the Pamphlet Laws of 1951, all as amended and supplemented, and codified at N.J.S.A. 40:56-1 et seq., the “**Local Improvements Law**”) and/or pursuant to an assessment agreement under the Redevelopment Area Bond Financing Law pursuant to N.J.S.A. 40A:12A-64 et seq. (the “**RAB Law**”); and

WHEREAS, pursuant to Section 7.1 of the Redeveloper Agreement, the Master Developer is responsible for the costs of certain wastewater, stormwater, streetscape, utility and other infrastructure improvements (the “**Infrastructure Improvements**”) within the Waterfront Redevelopment Area, which Infrastructure Improvements, in whole or in part, constitute (i) redevelopment projects (collectively, the “**Infrastructure Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Waterfront Redevelopment Area, all as contemplated by the Redevelopment Law, and (ii) local improvements within the meaning, and for the purposes set forth in, the Local Improvements Law for which a Special Assessment (as defined herein) may be imposed; and

WHEREAS, pursuant to the Redeveloper Agreement and the Redevelopment Plan, the Master Developer intends to develop itself or cause to be developed by approved subsequent developers approximately 1,721 units of for-sale housing in the form of townhomes, condominium apartments, or other housing units (collectively, the “**Housing Improvements**”) within the Waterfront Redevelopment Area, which Housing Improvements constitute a redevelopment project (the “**Housing Redevelopment Project**”) to be undertaken pursuant to the Redevelopment Plan in the Redevelopment Area; and

WHEREAS, pursuant to the “Long Term Tax Exemption Law,” constituting Chapter 431 of the Pamphlet Laws of 1991, as amended and supplemented, and codified at N.J.S.A. 40A:20-1 et seq. (the “**Long Term Tax Exemption Law**”), a redeveloper that is an urban renewal entity may enter into a financial agreement with a municipality to make payments in lieu of taxes (“**PILOT**”) with respect to property owned by the urban renewal entity in a redevelopment area; and

WHEREAS, the Entity is an urban renewal entity that is proposing the development and construction of the Project (as defined herein) on the Project Site (as defined herein) pursuant to that certain subsequent developer agreement executed by the City, the Master Developer and APW Redeveloper, LLC, on August 27, 2024 (the “**Subsequent Developer Agreement**”); and

WHEREAS, APW Redeveloper, LLC has assigned its rights, duties and obligations under the Subsequent Developer Agreement to the Entity; and

WHEREAS, in order to enhance the economic viability of an opportunity for a successful implementation of the Project on the Project Site, the City and the Entity are proposing to enter into, or have entered into, a financial agreement governing payment by the Entity to the City of payments in lieu of real estate taxes in connection with the Project pursuant to the Long Term Tax Exemption Law (the “**Financial Agreement**”); and

WHEREAS, pursuant to the RAB Law, a municipality may issue bonds (“**RABs**”) to finance redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, which RABs may be secured by, among other things, a special assessment (the “**Special Assessment**”) on certain property within an area in need of redevelopment; and

WHEREAS, in furtherance of the transactions contemplated by this Agreement, the Subsequent Developer Agreement, the Financial Agreement, the Redeveloper Agreement, and that certain Project Finance Agreement executed by and between the City and the Master Developer, dated as of December 2012 (as amended, the “**Project Finance Agreement**”), the City intends to issue RABs pursuant to the RAB Law; and

WHEREAS, in order to secure the payment of the RABs and the payment of the PILOT payable to the City, the Parties desire to enter into this Agreement pursuant to which the City shall have a right to impose a Special Assessment equal to the cost referred to herein on the Land (as herein defined) and any improvement related thereto including any Unit (as defined herein) in accordance with the terms of this Agreement; and

WHEREAS, in order to effect the mechanism for the payment of the Special Assessment (as defined herein) between the City and any Owner, (i) the City has adopted on February 20, 2013 that certain ordinance entitled “An Ordinance of the City of Asbury Park, in the County of Monmouth, New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements in Portions of the Prime Renewal Area and the Boardwalk Area within the Asbury Park Waterfront Redevelopment Area and Establishment of a Mechanism for Payment of the Cost Thereof”, as amended on June 13, 2018 by Ordinance No. 2018-20 (the “**Ordinance**”) and (ii) the City has entered into the Master Agreement defined and described in Section 3.01(a) of this Agreement; and

WHEREAS, it is the intent of the Parties that, so long as the Owner (as defined herein) makes all required payments under the Financial Agreement such Owner shall not be required to make payment of the Unpledged Portion of the Special Assessment (as defined herein).

NOW, THEREFORE, in consideration of one dollar (\$1.00), the mutual covenants and promises set forth above and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I.
GENERAL PROVISIONS

SECTION 1.01 Governing Law — THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THIS STATE, INCLUDING THE PROVISIONS OF THE ACT, THE LOCAL IMPROVEMENTS LAW, THE RAB LAW AND ALL OTHER APPLICABLE LAWS. IT IS HEREBY EXPRESSLY ACKNOWLEDGED, UNDERSTOOD AND AGREED THAT UPON THE RECORDATION OF THE ORDINANCE AND THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.01 HEREOF, LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING WITHOUT LIMITATION, ANY UNIT, AS SUCH TERMS ARE DEFINED HEREIN, SHALL BE SUBJECT TO AND GOVERNED BY THE TERMS OF THIS AGREEMENT AND EACH AND EVERY OWNER, WHETHER IN FEE SIMPLE OR OTHERWISE, OF ANY SUCH PARCEL OF LAND, AND ANY IMPROVEMENT RELATED THERETO, INCLUDING ANY UNIT, REGARDLESS OF WHETHER SUCH OWNER SHALL BE THE ENTITY, A UNIT PURCHASER, AS SUCH TERM IS DEFINED HEREIN, OR ANY OTHER COMPANY, ENTITY OR PERSON (EACH INDIVIDUALLY REFERRED TO HEREIN AS AN “**OWNER**”) SHALL BE BOUND BY THE TERMS HEREOF. IN THE EVENT OF ANY BREACH OR DEFAULT OF THIS AGREEMENT BY AN OWNER, SUCH BREACH OR DEFAULT SHALL NOT CONSTITUTE A BREACH OR DEFAULT BY ANY OTHER OWNER(S) AND SUCH OTHER OWNER(S), AND THEIR RESPECTIVE PARCELS OR PORTIONS OF LAND, AND ANY IMPROVEMENTS RELATED THERETO, INCLUDING ANY UNITS, SHALL CONTINUE TO BE SUBJECT TO, GOVERNED BY AND BOUND BY THIS AGREEMENT.

SECTION 1.02 General Definitions — Capitalized terms used and defined in the preambles hereof shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Agreement shall mean:

Assignment Agreement — shall mean the agreement executed contemporaneously herewith between the City and the Trustee assigning the Pledged Portion of the Special Assessment to the Trustee for the benefit of the holders of the RABs.

Financial Agreement — shall have the meaning ascribed to such term in the recitals.

In Rem Tax Foreclosure — shall mean a summary proceeding by which the City may enforce the lien for taxes, special assessments and other statutory liens. Said foreclosure is governed by N.J.S.A. 54:5-1 *et seq.*

Indenture — shall mean the indenture of trust approved in connection with and providing for, among other things, the trust estate securing the RABs upon initial issuance or otherwise, including any supplemental indenture in connection with the Project or otherwise.

Land — shall mean the real property known as Block 4306, Lots 1-8 (as will be temporarily consolidated into three lots and then ultimately consolidated into a single lot), upon which the Project shall be constructed, all as set forth, or to be set forth, on the tax maps of the City.

Legal Interest — shall mean the interest rate on unpaid installments of Special Assessments. While repayment of the Special Assessment is current and in good standing, Legal Interest shall be represented by the interest rate on the RABs or, if applicable, other City obligations issued to finance or refinance the cost of the Infrastructure Improvements. In the event that an Owner fails to timely pay, in full, any installment of the Special Assessment, Legal Interest shall mean the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

Minimum Annual Service Charge — shall have the meaning set forth in the Financial Agreement.

Owner – shall have the meaning ascribed to such term at Section 1.01 hereof.

Pledged Portion of the Special Assessment — shall mean that portion of the Special Assessment that is assigned to the Trustee pursuant to the Assignment Agreement and pledged to the payment of the RABs as set forth in Exhibit B hereto.

Project — shall mean the six (6) buildings consisting of a total of forty-five (45) for-sale townhomes, each containing four (4) bedrooms, a one (1) or two (2) car parking garage and driveway, along with related site improvements, all to be known as “The Delta” and to be constructed on the Project Site in accordance with the terms of the Subsequent Developer Agreement, the Financial Agreement and this Agreement.

Project Site – shall mean the Land.

Sales Price – shall have the meaning set forth in the Financial Agreement.

Special Assessment Deficiency Amount – shall have the meaning set forth in Section 3.01(b) hereof.

Subsequent Developer Agreement — shall have the meaning ascribed to such term in the recitals.

Tax Sale Law — N.J.S.A. 54:5-1 *et seq.*, as the same may be amended or supplemented from time to time.

Trustee — shall mean the trustee appointed under the Indenture.

Unit — shall mean one of the residential condominium units to be built as part of the Project.

Unit Purchaser — shall mean the buyer of a Unit who will be responsible pursuant to this Agreement to pay the applicable portion of the Special Assessment.

Unpledged Portion of the Special Assessment — shall mean that portion of the Special Assessment, if applicable, that is paid to the City pursuant to the terms of this Agreement as set forth in Exhibit B hereto.

ARTICLE II. DURATION OF AGREEMENT

SECTION 2.01 Term

The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that this Agreement, including the obligation to pay the Special Assessment required under Article III hereof, shall remain in effect, for a period of thirty (30) years from the respective dates that the first Special Assessment amount per Unit is due in accordance with the terms hereof.

ARTICLE III. SPECIAL ASSESSMENT AMOUNT

SECTION 3.01 Special Assessment Amount and Installments

(a) The Owner hereby expressly, irrevocably and unconditionally acknowledges and agrees that, with respect to the Land and the Project to be constructed thereon: (i) the Pledged Portion of the Special Assessment for the Project shall be the total amount set forth in Exhibit A hereto (the “**Principal Amount**”) plus Legal Interest; and (ii) the Principal Amount of the Special Assessment, together with Legal Interest thereon and if applicable, the Unpledged Portion of the Special Assessment, shall be, and is hereby irrevocably and unconditionally accepted in full and agreed to by the present Owner of the Land and Project and/or Units constructed thereon from time-to-time (on behalf of such present Owner and all subsequent Owner(s)) and in accordance with N.J.S.A. 40A:12A-66(c) of the RAB Law and shall be deemed to be, in lieu of a determination by the procedures otherwise applicable to determining the actual benefit conferred on the Land and the Project and/or the Units constructed thereon from time-to-time, the benefit conferred on the Land and the Project and/or the Units by the Infrastructure Improvements. The Pledged Portion of the Special Assessment for the Project shall be allocated among the Units and with respect to each Unit, as the case may be, shall be payable quarterly on February 1, May 1, August 1 and November 1 of each year during the term of this Agreement, with the first installment to commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility for the issuance of a Certificate of Occupancy for a Unit in the Project; or (ii) the expiration of the construction interest period on the RABs. The Entity shall, prior to the time that title to such Unit is initially transferred to a subsequent Owner, deliver to the City and Master Developer such information as may be required to confirm and compute the Special Assessment for such Unit including the Unpledged Portion of the Special Assessment and the Pledged Portion of the Special Assessment based upon the Sales Price. If, based upon such information, a “**Special Assessment Deficiency Amount**”, as defined and calculated at Section 3.01(f) of that certain Master Special Assessment Agreement entered into by and between the City and Asbury Partners, LLC, dated as of May 15, 2013, as amended on August 1, 2018 (the “**Master Agreement**”), shall be due, the Entity shall be solely responsible to remit the determined per Unit amount of such Special Assessment Deficiency Amount as determined by the City or its designated representative at the transfer of title to each Unit in the Project by wire transfer or immediately available funds to an account designated by the City or its designated representative which is maintained by or on behalf of the Trustee. **By way of example only**, if the Sales Price of a Unit upon initial transfer is lower than the estimated “Base Price” shown on Exhibit C hereto at the issuance of the RABs, examples

of the estimated per Unit Special Assessment Deficiency Amount(s) associated with the estimated shortfalls in the “Base Price” are attached hereto as Exhibit C hereto.

(b) In the event that the Entity pays a Special Assessment Deficiency Amount, per Unit, that is later determined to be, inaccurate, unnecessary, or in excess of what should have been paid for that Unit, or is no longer required by the Trustee to cause a special optional redemption of the RABs in accordance with the supplemental indenture applicable to the Project, then, in the case of any such event, the City agrees to cause the Trustee to reimburse the Entity for any such overpayment by the Entity; provided, however, this shall have no effect on the total Special Assessment Deficiency Amount, if any, defined and calculated above, which if so determined to be an amount due, will be due and owing by the Entity at the times so stated.

(c) The Unpledged Portion of the Special Assessment shall be determined and allocated among the Units within the Project in accordance with the calculation of the Annual Service Charge under the Financial Agreement as illustrated in the example on Exhibit B. The Unpledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B. Thereafter, the Unpledged Portion of the Special Assessment shall be recalculated each year.

(d) The Pledged Portion of the Special Assessment for all Units in the Project shall be irrevocably assigned by the City pursuant to the Assignment Agreement and paid over to the Trustee to be applied to the payment of debt service on the RABs. The Pledged Portion of the Special Assessment for each Unit shall be calculated as provided in Exhibit B, and upon the initial sale of a Unit by the Entity to a Unit Purchaser shall be recalculated as provided in Exhibit B, and shall thereafter remain constant notwithstanding any further sale or transfer of the Unit to a subsequent Owner or subsequent change in the Total Tax Rate, Municipal Purposes Tax Rate, or Tax Ratio.

(e) Each installment payment of the aforesaid Special Assessment amount is to be made to the City and/or the Trustee, as the case may be, and shall be clearly identified as a Special Assessment payment for the Project.

(f) Within 30 days following the sale of the last Unit in the Project, or at such earlier time as set forth in the Indenture, the City or its designated representative shall determine the total aggregate amount of the Pledged Portion of the Special Assessment. In the event that such aggregate amount shall exceed the aggregate amount of the Pledged Portion of the Special Assessment required to pay debt service and other charges applicable to amount of the RABs applicable to the Project, such excess shall be “Surplus Pledged Special Assessments” as defined in the Subsequent Developer Agreement and the disposition thereof shall be governed by the Subsequent Developer Agreement and the Indenture, as applicable.

(g) To the extent any Owner prepays the Pledged Portion of the Special Assessment for its Unit, as the RABs are non-callable, any such prepayment will be applied to the next due debt service payments (i.e., principal and interest) on the RABs, and the Unit Owner will receive a credit for such payments, until such funds are depleted. The prepayment will not result in a satisfaction of the entirety of the Pledged Portion of the Special Assessment for such Unit unless

it is made in an amount sufficient to pay all such debt service payments through the full maturity of the RABs.

SECTION 3.02 Interest on Past Due Amounts; Credit for PILOT Payments; Legal Interest

(a) Each Owner hereby expressly, irrevocably and unconditionally agrees, warrants, covenants and accepts that in the event that the Owner fails to timely pay, in full, any installment of any Special Assessment amount, the amount past due shall bear the highest rate of interest permitted under New Jersey law in the case of unpaid taxes or tax liens on land until paid.

(b) The City shall credit its receipt of the Annual Service Charge or Minimum Annual Service Charge, as applicable, pursuant to the Financial Agreement, by or on behalf of the Owner against the Owner's respective portion of the Unpledged Portion of the Special Assessment, but only to the extent of the amount of the Annual Service Charge or Minimum Annual Service Charge payments, as applicable, that are actually received by or on behalf of the City. It is the intent and agreement of the Parties that, so long as an Owner makes all required payments under the Financial Agreement it shall not be required to make the payment of the Unpledged Portion of the Special Assessment otherwise required under this Agreement. Further, upon the occurrence of termination of the Financial Agreement prior to the maturity of RABs, the City shall credit its receipt of the municipal share of generally applicable taxes against the Unpledged Portion of the Special Assessment otherwise required to be paid under this Agreement.

(c) The Parties hereby agree that the City shall have the obligation to charge Legal Interest on unpaid installments of the Pledged Portion of the Special Assessment. Notwithstanding the preceding sentence, the City shall have the right, but not the obligation to charge Legal Interest on the delinquent installments of the Unpledged Portion of the Special Assessment.

(d) The City agrees that upon the transfer of a Unit by the Entity, the obligation to make payments of Special Assessment shall run with the land to the Owner of said Unit as a successor Owner, and the predecessor Owner shall have no further obligation to make such payments.

ARTICLE IV.
MUNICIPAL LIEN; SUBORDINATION OF FEE TITLE

SECTION 4.01 Municipal Lien

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that in accordance with the Local Improvements Law, specifically N.J.S.A. 40:56-33, and the RAB Law, specifically N.J.S.A. 40A:12A-66(c), and such other statutes as may be sources of relevant authority, if any, upon and as a consequence of the previously recorded Ordinance and the recordation of this Agreement, as set forth in Section 7.01 hereof, the Ordinance, this Agreement and any amount due hereunder, including without limitation, the Special Assessment, shall constitute an automatic, enforceable and perfected statutory municipal lien upon each Unit for all purposes of law.

(b) The Parties hereby expressly, irrevocably and unconditionally represent, agree, warrant and covenant that this Agreement, and the municipal lien created hereby, is valid and

enforceable in accordance with all applicable law, including without limitation the Local Improvements Law and the RAB Law.

SECTION 4.02 Subordination of Fee Title

(a) The Parties hereby expressly, irrevocably and unconditionally acknowledge, agree, warrant and covenant that the Owner has the right, subordinate to the municipal lien, as a matter of law, to encumber the fee title to its property, including any improvements related thereto, and that any such subordinate encumbrance shall not be deemed to be a violation of this Agreement. The Parties understand and agree that at the time of the execution of this Agreement, the Entity may have taken title to the Land and the Entity may utilize lender financing in connection with the acquisition of the Land. In the event that any encumbrance placed by the Entity on the Land pursuant to this Section 4.02 predates the recording of this Agreement, the Entity shall procure a subordination consistent with 4.02(b).

(b) Any encumbrance pursuant to Section 4.02(a) shall either be: (i) recorded with the Monmouth County Clerk subsequent to the recording of this Agreement; or (ii) if recorded with the Monmouth County Clerk and reflected in the County of Monmouth land records prior to the recording of this Agreement, subordinate to the municipal lien created hereby through a subordination by the holder of such encumbrance, to the benefit of the City and the Trustee, such subordination to be in a form reasonably acceptable to the City, Master Developer, and the Trustee. In the event that a subordination is required pursuant to the immediately preceding clause (ii), an executed version of such subordination shall be attached hereto as Exhibit D.

ARTICLE V. **DEFAULT**

SECTION 5.01 Default - Default shall be the failure of any Party to perform its obligations under this Agreement (each a “**Default**”). In addition, a Default under this Agreement by any Owner shall only be considered a Default against that specific property or Unit to which the Default applies and from which it arises, without any implication of Default against any other Owner, property, or Unit.

SECTION 5.02 Cure Upon Default - Should any Party be in Default of any obligation under this Agreement, the other Party shall notify the defaulting Party and any mortgagee, if applicable, in writing of said Default. Except as otherwise limited by law, the defaulting Party shall have sixty (60) days to cure any Default provided however, if such Default cannot be cured timely but cure action is being diligently prosecuted, such 60 day period shall be extended to permit required cure action to be concluded, other than a payment Default, for which the defaulting Party shall have ten (10) days to cure.

SECTION 5.03 Remedies for Default - (a) In the event of any uncured Default by the City, the Owner may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages.

(b) In the event of any uncured Default by an Owner, the City may take whatever action at law or in equity, as may be necessary or desirable to enforce the performance or observance of

any rights under this Agreement, including an action for specific performance or damages. No Default hereunder by an Owner shall terminate this Agreement (except as described herein) nor its obligation to pay the Special Assessment amounts due hereunder, which shall continue in effect for the duration as set forth in Section 2.01 hereof.

SECTION 5.04 Default in the Payment of Special Assessment

Upon any uncured Default by the Owner or Unit Purchaser in payment of any installment of the Special Assessment, the City, in addition to its other remedies, reserves the right to proceed against the Land or Unit, as applicable, to which the Default applies, and any improvements related thereto, including the affected Unit, in the manner provided by applicable law and shall have the right to proceed to In Rem Tax Foreclosure consistent with the provisions and procedures of the In Rem Tax Foreclosure law. As set forth in the RAB Law, specifically N.J.S.A. 40A:12A-66(c), a Default by the Owner in the payment of an installment of the Special Assessment shall not result in the acceleration of the subsequent installments of the Special Assessment and such subsequent installments shall be considered as not in Default and the municipal lien for the subsequent installments of the Special Assessment not yet due shall continue.

ARTICLE VI.
NOTICES

SECTION 6.01 Notice - Formal notices, demands and communications between and among the City and an Owner shall be in writing and deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In that case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the City:

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

with a copy to:

James G. Fearon, Esq.
Dilworth Paxson LLP
4 Paragon Way, Suite 400
Freehold, New Jersey 07728

If to the Entity:

K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC
 110 Fieldcrest Avenue
 Edison, New Jersey 08837
 Attn: Carl W. Erler, Esq., Division Counsel

If to any other Owner:

The notice shall be directed to the Owner's address
 as set forth in the property tax records of the City.

**ARTICLE VII.
MISCELLANEOUS**

SECTION 7.01 Recording - Upon the execution and delivery of this Agreement, the entire Agreement and the Ordinance shall be filed and recorded with the Monmouth County Clerk by the City, at the Entity's expense, such that this Agreement and the Ordinance shall be reflected upon the land records of the County of Monmouth as a municipal lien upon and a covenant running with each and every parcel of Land and any improvements related thereto.

SECTION 7.02 Counterparts - This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.03 Amendments - This Agreement may not be amended, changed, modified, altered or terminated without the written consent of the Parties hereto.

SECTION 7.04 Severability of Invalid Provisions - If any one or more of the covenants, agreements or provisions herein contained shall be held to be illegal or invalid in a final proceeding, then any such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof. In such event, the Parties shall confer in good faith and endeavor to reform this Agreement in a manner which is lawful and produces the same or substantially the same results as existed prior to the declaration of illegality or invalidity.

SECTION 7.05 Exhibits – The Exhibits attached to this Agreement are incorporated herein and made part of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
 [SIGNATURES ON THE FOLLOWING PAGES]**

CITY OF ASBURY PARK

By: John Moor, Mayor

[SEAL]
ATTEST:

Lisa Esposito, City Clerk

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH SS:

I CERTIFY that on _____, ___, 2025, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park, NJ;
and
- (c) executed the instrument as the act of the City of Asbury Park, NJ.

Notary Public

EXHIBIT A**INFRASTRUCTURE IMPROVEMENTS**

The Special Assessment shall include the costs related to the following Infrastructure Improvements, which are allocable to the Land, including but not limited to the hard costs of construction, the costs of engineering, planning and design, the cost of construction management services and other soft costs and costs of issuance related thereto, as follows:

[MASTER DEVELOPER TO PROVIDE]

EXHIBIT B**CALCULATION OF SPECIAL ASSESSMENT,
PLEDGED AND UNPLEDGED PORTIONS**

Special Assessments for each Unit shall be calculated as follows:

Municipal Purposes Tax Rate– the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

Sales Price – If unsold shall mean as follows for each Unit type:

Unit Type	Number of Units	Sales Price Per Unit	Total Sales Price For Units
Ardmore	30	\$ 1,079,990	\$ 32,399,700
Cape Elizabeth	10	\$ 1,194,990	\$ 11,949,900
Cape May	2	\$ 1,074,990	\$ 2,149,980
Arden	3	\$ 979,990	\$ 2,939,970

The foregoing are the estimated average base sales prices (exclusive of options and location premiums) set forth in the Entity's application for long term tax exemption. Upon transfer in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value of the Unit at the time of such transfer as determined by the City's tax assessor.

Tax Ratio – the Chapter 123 ratio published by the New Jersey Division of Taxation for the relevant tax year for tax appeal purposes, representing the relationship of the assessed value of real property within the City to the market value of real property within the City.

Total Tax Rate – the sum of the Municipal Purposes Tax Rate and the tax rates established by the County of Monmouth and the Asbury Park Board of Education.

Calculation:

Special Assessment = Sales Price multiplied by Tax Ratio multiplied by Total Tax Rate

Example:

If (per Unit):

Sales Price = \$_____ (average assumed sales price of Units)

Total Tax Rate = _____%; Municipal Purposes Tax Rate = _____%; Tax Ratio = 100.00%;

County Factor = _____

Then (per Unit):

Special Assessment = \$_____ * 100.00% * _____% = \$_____

Time for Calculation: See Time for Calculation for each of the Pledged Portion of the Special Assessment and the Unpledged Portion of the Special Assessment, below.

Pledged Portion of the Special Assessments shall be calculated as follows:

Pledged Portion of the Special Assessment = Special Assessment less PILOT

Example:

If (per Unit)

Sales Price = \$_____

Total Tax Rate = _____%; Municipal Purposes Tax Rate = _____%; Tax Ratio = 100.00%;

County Factor = _____

PILOT = \$_____ (\$_____ * 100.00% * _____% * _____)

City PILOT: \$_____

County PILOT: \$_____

Total PILOT = \$_____

Then (per Unit):

Pledged Portion of the Special Assessment = \$_____ - \$_____ = \$_____

Time for Calculation: The Pledged Portion of the Special Assessment shall be calculated at the time of initial issuance of the RABs and recalculated upon the initial transfer of the Unit to the initial Unit Purchaser and shall remain fixed thereafter.

Unpledged Portion of the Special Assessments shall be calculated as follows:

Unpledged Portion of the Special Assessment = Special Assessment less Pledged Portion of the Special Assessment

Example:

If (per Unit):

Sales Price = \$_____

Total Tax Rate = ____%; Municipal Purposes Tax Rate = ____%; Tax Ratio = 100.00%;
 County Factor = ____
 Pledged Portion of the Special Assessment = \$_____

Then (per Unit):

Unpledged Portion of the Special Assessment = \$_____ - \$_____ = \$_____
 (i.e., = PILOT)

Time for Calculation: The Unpledged Portion of the Special Assessment shall be calculated on the same basis as the Annual Service Charge, in accordance with Section 4.1 of the Financial Agreement between the City and the Entity, specifically, upon Substantial Completion as defined in the Financial Agreement and recalculated in the year following the initial sale of a Unit by the Entity to a Unit Purchaser, and each year thereafter.

EXHIBIT C**ASSUMPTIONS and EXAMPLES of Special Assessment Deficiency Amount****Assumed Base Prices:**

Unit Type	Number of Units	Sales Price Per Unit	Total Sales Price Of Units
Ardmore	30	\$ 1,079,990	\$ 32,399,700
Cape Elizabeth	10	\$ 1,194,990	\$ 11,949,900
Cape May	2	\$ 1,074,990	\$ 2,149,980
Arden	3	\$ 979,990	\$ 2,939,970

Examples of Special Assessment Deficiency Amount:

[to be attached above finalization]

EXHIBIT D

N/A



**Asbury Park, New Jersey
ORDINANCE NO. 2025-3**

**ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION
OF A FINANCIAL AGREEMENT WITH K. HOVNANIAN'S DELTA AT ASBURY
PARK URBAN RENEWAL, LLC CONCERNING PROPERTY LOCATED AT BLOCK
4306, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 8 (200-210 EIGHTH AVENUE, 201-209 SEVENTH
AVENUE AND 1604 WEBB STREET) ON THE CITY TAX MAP WITHIN THE
ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND GRANTING A TAX
EXEMPTION**

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Act") authorizes municipalities to determine whether certain parcels of land in the municipality qualify as areas "in need of redevelopment"; and

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey, has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan (Plan IV)" (as amended and supplemented from time to time, the "Redevelopment Plan") with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "Redevelopment Area"); and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to undertake redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and Asbury Partners, LLC (the "Master Developer") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as the same has been amended and supplemented in accordance with its terms, the "Redeveloper Agreement"); and

WHEREAS, as a result of the world-wide financial issues (the "2008 Financial Crisis") occurring in or about 2008, the predecessor entity to Star Holdings, LLC, iStar Financial Inc. as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests in the Master Developer; and

WHEREAS, the Master Developer entered into a Subsequent Developer Agreement with APW Redeveloper, LLC, on August 27, 2024, pursuant to which APW Redeveloper, LLC assumed certain rights and obligations of the Master Developer with regard to the Property (as defined herein); and

WHEREAS, APW Redeveloper, LLC thereafter assigned its rights, duties and obligations under the Subsequent Developer Agreement to K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC (the "Entity"); and

WHEREAS, in accordance with the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to develop and construct a residential housing project consisting of six (6) buildings with a total of forty-five (45) for-sale townhomes, each containing four (4) bedrooms, a one (1) or two (2) car parking garage and driveway, along with related site improvements (the "Project"), on the property identified as Block 4306, Lots 1, 2, 3, 4, 5, 6, 7, and 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) (the "Property") located within the Redevelopment Area (the "Land"); and

WHEREAS, the Entity has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "LTTE Law"), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, the Entity made application to the City, dated February 28, 2024, requesting a long term tax exemption and financial agreement with respect to the Project (the "Application") pursuant to the LTTE Law, which Application is on file with the City Clerk; and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the "Financial Agreement") substantially in the form attached hereto as Exhibit A, and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein, and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term is defined in the Redeveloper Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redeveloper Agreement, which is expected to occur simultaneously herewith; and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact increase City revenues over current levels by granting the long term tax

exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey as follows:

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

2. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED. (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes.

3.. SEVERABILITY. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

4. ACTION REGARDING FINANCIAL AGREEMENT. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement (including, without limitation, any adjustments to the estimated sale prices contained therein, or exhibits relating to the final pricing of the RABs, in either case contained therein, whether such adjustments are set forth in the Financial Agreement when executed or added by subsequent addendum, amendment or supplement, the execution and delivery of which is hereby authorized), all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel,

the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

5. AVAILABILITY OF THE ORDINANCE. A copy of this Ordinance shall be available for public inspection at the offices of the City.

6. EFFECTIVE DATE. This Ordinance shall take effect according to law.

I, LISA ESPOSITO, 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 ORDINANCE NO. 2025-3 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

LISA ESPOSITO
CITY CLERK

Record and Return To:

James G. Fearon, Esq.
 Dilworth Paxson LLP
 4 Paragon Way, Suite 400
 Freehold, New Jersey 07728

Re: K. HOVNANIAN'S DELTA AT
 ASBURY PARK URBAN
 RENEWAL, LLC PROJECT
 Asbury Park, New
 Jersey (Block 4306,
 [Lots 1-8, to be
 subsequently
 consolidated,
 ultimately to a single
 lot])

PREAMBLE

THIS FINANCIAL AGREEMENT, (hereinafter the "Agreement") is made on _____, 2025 by and between K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN RENEWAL, LLC, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law") having its principal office at 110 Fieldcrest Avenue, Floor 5, Edison, New Jersey 08837, hereinafter designated as the "Entity", and the CITY OF ASBURY PARK, a Municipal Corporation of the State of New Jersey, hereinafter designated as the "City" having its principal office at One Municipal Plaza, Asbury Park, New Jersey 07712. The Entity and the City are sometimes collectively referred to as the "Parties".

RECITALS**WITNESSETH**

WHEREAS, the Entity wishes to have a tax exemption granted for an urban renewal redevelopment project located at Block 4306, Lots 1-8 (as will be temporarily consolidated into three lots and then ultimately consolidated into a single lot) on the Official Tax Maps of the City,

an approximate 1.83-acre City block bounded by Kingsley Street, Webb Street, Seventh Avenue and Eighth Avenue (the “Property”, as further defined herein). The redevelopment project consists of six (6) buildings consisting of a total of forty-five (45) for-sale townhomes, each containing four (4) bedrooms, a one (1) or two (2) car parking garage and driveway, along with related site improvements, (the “Project”, as further defined herein); and

WHEREAS, the City, does hereby grant its approval for the Entity to undertake and develop the Project on the Property upon the terms and conditions hereinafter set forth; and

WHEREAS, the Project will be developed in the “Asbury Park Waterfront Redevelopment Area” (the “Waterfront Redevelopment Area”) of the City pursuant to and as defined in the City’s “Asbury Park Waterfront Redevelopment Plan (Plan IV)” adopted June 5, 2002, as amended (the “Waterfront Redevelopment Plan”), all pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL - PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long-Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (being sometimes herein referred to as the “Tax Exemption Law”, the “Law” or the “Governing Law”). It being expressly understood and agreed that the City expressly relies upon the facts, data and representations contained in the Application attached hereto as Exhibit 1 in granting the tax exemption provided in this Agreement.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, the following terms, when used in this Agreement, shall mean:

- i. Administrative Fee - The annual fee paid to the City by Condominium Unit

Owners in the Project. The administrative fee shall be calculated at 2% of the Annual Service Charge levied on each Unit in the Project. The fee shall be payable and due on or before December 31st of each year for the duration of this Agreement. The annual fee shall be included in the City's invoices to the Condominium Unit Owners in the Project.

ii. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

iii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the City determines to be the prevailing rate on mortgage financing on comparable improvements in Monmouth County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City in lieu of ad valorem real property taxes on the Project, as set forth in Article IV of this Agreement. At inception, the Annual Service Charge (i.e., PILOT) is equivalent to the Unpledged Portion of the Special Assessment under and as defined in the Special Assessment Agreement.

v. Annual Gross Revenue - With respect to each Unit in the Project, the amount equal to the annual aggregate constant payments to principal and interest, assuming a purchase money mortgage encumbering the Unit to have been in an original amount equal to the initial value of the Unit with its appurtenant interest in the common elements as stated in

the master deed creating the Condominium Regime, if unsold by the Entity, or, if the Unit is held by a Unit purchaser from time to time the most recent true consideration paid for a deed to the Unit in a bona fide arms-length sale transaction but not less than the initial assessed valuation of the unit assessed at 100% of true value, plus the total amount of common expenses charged to the Unit pursuant to the by-laws of the Condominium Association. The constant payments to principal and interest shall be calculated by assuming a loan amount as stated above at the prevailing lawful interest rate for mortgage financing or comparable properties within the municipality as of the date of the recording of the Unit deed, for a term equal to the full term of the exemption from taxation stipulated in this Agreement. Gross Revenues and Net Profit shall not include any gain realized by the Entity on the sale of any Property or Unit in the Project pursuant to N.J.S.A. 40A:20-14(b).

vi. Applicant – The Entity, which has been formed pursuant to the provisions of the Tax Exemption Law and has made the Application for a tax exemption under the Governing Law.

vii. Application - The document attached hereto as Exhibit 1 which contains the general statement of the nature of the proposed Project, the description of the proposed Project with a statement of the estimated cost of said Project and tentative financial plan and such other information as is required by N.J.S.A. 40A:20-8.

viii. Auditor's Report – An annual audited financial statement outlining the financial status with respect to the Project, which shall be prepared in a manner consistent with generally accepted accounting principles and shall detail all items required by the Governing Law. The report shall be prepared, and its contents certified by, a certified public accountant who is licensed to practice that profession in and by the State of New Jersey.

ix. Certificate of Occupancy – A temporary or permanent certificate of occupancy

issued by the City authorizing occupancy of a building or a Unit pursuant to N.J.S.A. 52:27D-133.

x. Condominium Association - The entity responsible for the administration of a Condominium Regime, which entity may be incorporated or unincorporated pursuant to the Condominium Act N.J.S.A. 46:8B-1 et seq.

xi. Condominium Regime - A form of ownership of real property under a master deed filed pursuant to N.J.S.A. 46:8B-1 et seq. providing for ownership by one or more owners of Units of residential or commercial improvements together with an undivided interest in common elements as described in the master deed.

xii. Condominium Unit – An individual residential unit, together with an undivided interest in the common elements, as described in the master deed of the Condominium Regime. A Condominium Unit is also referred to in this Agreement as a Unit.

xiii. Condominium Unit Owner - The legal entity, person or persons owning a Unit in fee simple as evidenced by the recorded Unit deed.

xiv. County Share Constant – Shall mean 1.052631579.

xv. Default - The failure of any party bound by this Agreement to perform any obligation imposed on such party provided in this Agreement.

xvi. Entity – Initially, the Applicant, and upon the transfer of title of the Project to a successor (other than transfer to a Condominium Unit Owner) shall mean such successor in interest to the Project, as applicable.

xvii. Force Majeure - Any acts of God, fire, volcano, earthquake, hurricane, blizzard, infectious disease, epidemic, pandemic, technological disaster, catastrophe, large scale infestation of any type, tremors, flood, explosion, release of nuclear radiation, release of biotoxic or of biochemical agent(s), the elements, war, blockade, riots, mob violence or

civil disturbance, any act(s) of terrorism or terroristic threat, a cyber-attack or unauthorized and/or illegal interference with computer communication systems that disables or substantially interferes with critical functions or access to data, an inability to procure goods or services or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, strikes, walkouts, actions of labor unions, governmentally imposed moratoriums, court orders, laws, rules, regulations or other orders of governmental or public agencies, bodies or authorities, but only to the extent that such events directly cause an inability to perform a material provision of this Agreement and only to the extent that such events are out of the reasonable control of the Party claiming relief.

xviii. Improvements - Any building, structure or fixture permanently affixed to the land on which the Project is located as described in the master deed.

xix. In Rem Tax Foreclosure - A summary proceeding by which the City may enforce the lien for taxes due and owing by a tax sale. Said foreclosure proceeding is governed by N.J.S.A. 54:5-1 et seq.

xx. Land – The raw, unimproved land comprising the Property exclusive of any improvements which may hereinafter be constructed thereon.

xxi. Land Taxes - The amount of ad valorem real property taxes levied on the value of the Land pursuant to N.J.S.A. 54:4-1 et seq., if any.

xxii. Law - The term "Law" or "Governing Law" shall refer to the Tax Exemption Law and all other relevant and applicable federal and state statutes, rules, regulations and municipal ordinances and resolutions consistent with and/or supplementing the requirements of the Law.

xxiii. Limited Dividend Entity - An urban renewal entity conforming to the terms of N.J.S.A. 40A:20-3(b).

xxiv. Master Developer – Asbury Partners, LLC, as master developer pursuant to that

certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, as amended.

xxv. Minimum Annual Service Charge - An amount equal to the total ad valorem real property taxes levied against the Land in the last full year in which the Land was subject to conventional local property taxation, as escalated by the increase in the Municipal Purposes Tax Rate in each intervening year since the Land was last subject to conventional local property taxation.

xxvi. Municipal Increase – In any given year, the sum of one and the percentage increase in the Municipal Purposes Tax Rate from that of the prior year.

xxvii. Municipal Purposes Tax Rate - means the sum of: (i) general municipal purposes tax rate for the City as determined by the Monmouth County Board of Taxation pursuant to N.J.S.A. 54:4-42, N.J.S.A. 54:4-45, N.J.S.A. 54:4-47, N.J.S.A. 54:4-48 and N.J.S.A. 54:4-49, and (ii) the municipal library tax rate, if and to the extent existing.

xxviii. Net Profit - The Gross Revenue of the Entity less all operating and non-operating expenses of the Entity and any condominium charges or fees paid by the Entity and not reimbursed by a Condominium Unit Owner, all determined in accordance with generally accepted accounting principles and the provisions of N.J.S.A. 40A:20-3(c).

xxix. Project - The Property, housing units and related improvements thereon, which are the subject of and described in this Agreement (including the Project defined in the preambles) and the Application and as defined in N.J.S.A. 40A:20-3(e). The Project shall contain 45 residential housing Units (N.J.S.A. 46:8B-1 et seq.) as reflected in the master deed creating the Condominium Regime hereafter to be filed and recorded for the Project. The Project does not include the development of adjacent open space to be dedicated to the City, if any, or improvements located within the public rights-of-way, if any.

xxx. Pronouns – He, she or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as proper meaning requires.

xxxi. Property – The real property located in the City and identified on the official tax map of the City as Block 4306, Lots 1-8 (as will be temporarily consolidated into three lots and then ultimately consolidated into a single lot), including any Improvements constructed thereon as contemplated for the Project. The parties acknowledge that the Property consists solely of the Land as of the effective date of this Agreement.

xxxii. Sales Price – As to an unsold Unit, shall mean:

Unit Type	Number of Units	Sales Price Per Unit	Total Sales Price For Units
Ardmore	30	\$ 1,079,990	\$ 32,399,700
Cape Elizabeth	10	\$ 1,194,990	\$ 11,949,900
Cape May	2	\$ 1,074,990	\$ 2,149,980
Arden	3	\$ 979,990	\$ 2,939,970

The foregoing are the average base sales prices set forth in the Application. As to a Unit transferred to a bona fide purchaser in a bona fide arm's length sale transaction, as prescribed by N.J.S.A. 40A:20-14(a), Sales Price shall mean the true consideration stated in a deed for a Unit; and upon a transfer other than a bona fide arm's length sale transaction, shall mean the market value at the time of such transfer as determined by the City's tax assessor. The base sales prices set forth in this Agreement are estimates and are not reflective of any options and any potential location premiums.

xxxiii. Special Assessment Agreement – That certain Special Assessment Agreement between the City and the Entity executed or to be executed with respect to the Project.

xxxiv. Statutes - The laws of the State of New Jersey including N.J.S.A. 40A:20-1 et seq.

xxxv. Subsequent Developer Agreement – That certain Subsequent Developer Agreement dated August 27, 2024 by the Master Developer, APW Redeveloper, LLC (whose

rights thereunder have been assigned to the Entity), and the City and entered into with respect to the Project, or any future amendment or subsequent developers agreement governing the Project.

xxxvi. Substantial Completion - The determination by the City that a Unit in the Project is ready for occupancy and as further defined in N.J.S. A. 54:4-63.1 et seq. Issuance of a Certificate of Occupancy shall be conclusive proof of Substantial Completion.

xxxvii. Tax Ratio – the ratio set by the Monmouth County Board of Taxation from time to time pursuant to N.J.S.A. 54:3-17 et seq., representing the relationship of the assessed value of real property within the City to the market value of real property within the City. The Tax Ratio shall be deemed to be 100% in any year in which the City implements a revaluation or reassessment.

xxxviii. Termination – The expiration of this Agreement or the prior termination of this Agreement by the City, the Entity or a Condominium Unit Owner as set forth herein.

xxxix. Total Project Cost – The parties hereto stipulate that the Total Project Cost of the Project as defined in the Governing Law, is anticipated to be approximately the amount set forth in the Application.

Section 1.3 Exhibits Incorporated

All exhibits which are referred to in this Agreement and are attached hereto, are incorporated herein and made a part hereof.

Section 1.4 City Findings

Pursuant to the Law, the City finds that the tax exemption granted pursuant to this Agreement will benefit the City and its citizens and enhance the prospects of the City's Waterfront Redevelopment Area. The City further finds the benefits of granting a tax exemption for the Project far outweigh its costs, if any, and that absent such tax exemption the Project would not be undertaken. The Project is expected to assist in attracting residents to the City,

result in new public infrastructure and create employment opportunities within the City. The tax exemption will help to offset the extraordinary costs of developing and constructing the Project. The high costs associated with the development of the Project together with conventional real estate taxes would otherwise operate as a disincentive to the redevelopment of the Property, make the Project materially less competitive in the marketplace and frustrate the goals and objectives of the City's Waterfront Redevelopment Plan.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City by execution of this Agreement has granted and does hereby grant its approval for a tax exemption for the Project to be developed and to be maintained under the provisions of the Law on the Property. Pursuant to the Governing Law, the Project shall be exempt from taxation during the Term of this Agreement, and the Land shall be exempt from Land Taxes during the Term of this Agreement once the Annual Service Charge has commenced.

Section 2.2 Approval of Entity

The City hereby approves the Entity undertaking the Project. The Entity by execution of this Agreement hereby understands and agrees that it is obligated to comply and conform with Governing Law and this Agreement in all respects with applicable Laws. A copy of the Entity's amended certificate of formation is attached hereto as Exhibit 3. A copy of the approval of the Department of Community Affairs is similarly attached hereto as part of Exhibit 3.

Section 2.3 Land Taxes

Without limiting the provisions of Section 2.1 above, no Land Taxes or other separate tax on the Land shall be levied, assessed or be subject to separate taxation during the Term of this Agreement, provided however, that the Entity shall make payment of Land Taxes during the construction of the Project, as set forth at Section 4.5, below.

Section 2.4 The Urban Renewal Entity

In accordance with N.J.S.A. 40A:20-3(g), the Entity which initially owns and constructs

the Project and all of the Units shall be a Limited Dividend Entity subject to the profit limitations provided in the Governing Law. These profit limitations are specifically incorporated by reference in this Agreement, shall be applicable to this Agreement, and shall be appropriately considered and followed in the Auditor's Report required to be prepared and delivered under this Agreement.

In accordance with N.J.S.A. 40A:20-14(b), there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit any gain realized by the Entity on the sale of the Property or any Unit in the Project, whether or not taxable under federal or state law.

In accordance with N.J.S.A. 40A:20-15 (but subject to N.J.S.A. 40A:20-14(b)), whenever the Net Profit of the Entity for the period taken as one accounting period, commencing on the date on which the construction of the first Unit of the Project is completed and terminating at the end of the last full fiscal year of the Term shall exceed the Allowable Net Profit for the period, the Entity shall pay the excess Net Profit to the municipality as an additional service charge within 120 days of the close of that fiscal year.

Notwithstanding anything herein to the contrary, the Entity may maintain, during the Term of this Agreement, a reserve against vacancies, unpaid rentals and contingencies in an amount not to exceed 10% of the Annual Gross Revenues of such Entity for the last full fiscal year, and may retain such part of the excess Net Profit as is necessary to eliminate a deficiency in that reserve. Upon Termination of this Agreement, the amount of reserve, if any shall be paid to the City within 90 days of such Termination.

The Entity shall not make, declare or pay any profit, distribution or emolument of any kind to its principals, stockholders, members, partners, etc. in contravention of N.J.S.A. 40A:20-15. The Entity shall comply with the requirements of the Governing Law. All the organizational papers and documents regarding the formation/creation of the Entity have been forwarded to and approved by the State Department of Community Affairs. Any subsequent purchaser of

any Unit in the Project shall not be required to be an urban renewal entity but shall be fully subject to this Agreement. Unless this Agreement has been terminated, deeds made by the Entity to purchasers of Units in the Project shall reflect the existence of this Agreement as an encumbrance on title to such Unit.

The Entity shall have the powers and authority reflected in N.J.S.A. 40A:20-6 and 7 and all of the rights provided in the Governing Law. The Entity will construct the Project in accordance with the permits and approvals for the Project.

Notwithstanding the foregoing, to the extent that the Tax Exemption Law shall be amended and/or finally interpreted by a court of competent jurisdiction so that the provisions set forth in this Section 2.4 above no longer accurately reflect the provisions of the Tax Exemption Law, the Tax Exemption Law shall control unless the terms contained herein are ratified and validated in a similar fashion to N.J.S.A. 40A:20-22.

Section 2.5 Ownership, Management and Control

The Entity is or will become the designated redeveloper of the Property pursuant to the Subsequent Developer Agreement, and shall develop, operate, manage and sell the Units in the Project.

ARTICLE III - - DURATION OF AGREEMENT

Section 3.1 Term

Absent Termination of this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for thirty (30) years (the "Term") for each residential Unit, commencing on the date of Substantial Completion of each Unit, as set forth in Article IV below, after which time the tax exemption for each Unit shall expire and the land and the improvements comprising each Unit shall thereafter be assessed and taxed pursuant to N.J.S.A. 54:4-1 *et seq.* Notwithstanding the foregoing, the Term shall not extend for more than thirty-five (35) years from the date that this Agreement is executed by the Parties.

Section 3.2 Purpose and Benefits of Agreement

- A. Relative benefits of the Project when compared to the costs:
- i The current real estate taxes on the Land, generate revenue of less than approximately \$ 146,599.20 per annum.
 - ii The Annual Service Charge will provide annual net revenue to the City of approximately \$ 288,000.
 - iii The Project will provide revenue to the City in an amount which is substantially greater than the amount the City would have received if conventional local property taxation had remained in effect with respect to the Property.
- B. Assessment of the Importance of the Tax Exemption/Abatement in obtaining development of the Project and influencing the locational decisions of probable occupants:
- i Without the exemption, the Project is not financially viable;
 - ii The exemption permits better use of land and the construction of needed ratables; and
 - iii The exemption permits private development of housing in the City's Waterfront Redevelopment Area consistent with the City's Waterfront Redevelopment Plan.
- C. By the adoption of Ordinance No. _____ on _____, 2025 attached to this Agreement as Exhibit 2, the Mayor and City Council approved the above findings and those contained in Section 1.3, the Entity's Application and authorized the execution of this Agreement.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge — N.J.S.A. 40A:20-14

In consideration of the exemption from taxation for the Project, the Entity and each

successor Condominium Unit Owner, as applicable, shall, during the Term of this Agreement, make payment to the City of an Annual Service Charge for municipal services supplied to the Project and to each Unit which shall be:

a. In the period after Substantial Completion and prior to the closing of a Unit between the Entity and a third-party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate multiplied by the County Share Constant.

b. In the first year following the initial transfer of a Unit between the Entity and the third-party purchaser, the greater of (i) the Minimum Annual Service Charge or (ii) the Sales Price for such Unit multiplied by the Tax Ratio multiplied by the Municipal Purposes Tax Rate multiplied by the County Share Constant.

c. As an example, solely for illustrative purposes, if the Sales Price for a Unit was \$1,110,657, the Total Tax Rate was 1.582%, the Municipal Purposes Tax Rate was 0.577%; the Tax Ratio was 100.00% and the County Factor was 1.052631579, then the Pledged Portion of the Special Assessment would be \$10,824.81 and the Unpledged Portion of the Special Assessment (i.e. the annual service charge for the Unit) would be \$6,745.78 (i.e. \$17,570.59 - \$10,824.81).

d. In each following year

(a) in which the City is reporting 100% of value to the Monmouth County Tax Board, the greater of (i) the Minimum Annual Service Charge or (ii) the value assigned to the Unit by the tax assessor multiplied by the Municipal Purposes Tax Rate (the "Municipal Share") multiplied by the Tax Ratio multiplied by the County Share Constant.

(b) in which the City is not reporting 100% of value to the Monmouth County Tax Board, the greater of: (i) the Minimum Annual Service Charge or (ii) the prior year Municipal Share multiplied by the Municipal Increase multiplied by the County Share Constant.

The Annual Service Charge shall be calculated from the first day of the month following

the determination by the City of Substantial Completion of each Unit in the Project in the manner set forth herein.

During the Term, the City shall remit five (5%) percent of the Annual Service Charge received by it to the County of Monmouth upon the City's receipt of same.

The Administrative Fee further described in Section 8.2 hereof, shall constitute an additional Annual Service Charge.

In the event that the exemption of Land Taxes provided in Sections 2.1 and 2.3 hereof, and authorized by N.J.S.A. 40A:20-12, is invalidated by a court of competent jurisdiction, the Parties agree that this Agreement shall remain valid and in full force and effect, and the calculation of the Annual Service Charge herein shall be reformed as follows:

In addition to the Annual Service Charge as calculated at Section 4.1(a), (b), (c) or (d) above, as applicable, the Annual Service Charge shall be increased by the Land Taxes due multiplied by the County Share Constant. In the event that Land Taxes become due, the Entity has not waived the credit with respect to same set forth at N.J.S.A. 40A:20-12, and the City will apply the statutory credit to the Annual Service Charge due from the Entity or the Condominium Unit Owner, as applicable. For the avoidance of doubt, a Condominium Unit Owner shall have the right, at its option, to appeal the assessment of its Unit for (i) any tax year for which the City is reporting 100% of value to the Monmouth County Tax Board (i.e., when the City's Tax Ratio of assessed value to market value for real estate taxes is 100%); or (ii) the thirtieth (30th) year of the term of this Agreement. Any such appeal shall be filed in accordance with, and governed by, the applicable laws and regulations that govern tax appeals generally. Any such challenge shall be brought within the time permitted for the filing of tax appeals under applicable law. Notwithstanding the foregoing, if for any reason it should be determined that the tax court lacks jurisdiction, then the assessment may be contested pursuant to the dispute resolution provisions of this Agreement, and if an appeal was initially filed in a timely manner with the tax court, shall

be deemed to have been timely filed. Notwithstanding anything to the contrary herein, in no event may any tax appeal result in a reduction of the Pledged Portion of the Special Assessment under the Special Assessment Agreement.

Section 4.2 Quarterly Installments

Payment of the Annual Service Charge shall be made in quarterly installments on those dates when ad valorem real estate tax payments within the City are due subject, nevertheless, to adjustment for over or underpayments within thirty (30) days after the close of each calendar year. In the event that the Entity or any Condominium Unit Owner fails to timely pay the Annual Service Charge, the amount unpaid shall accrue interest at the rate applicable for unpaid real property taxes.

Section 4.3 Pro Rata Basis of Annual Service Charge

The Annual Service Charge with respect to each Unit of the Project for the year in which it is Substantially Completed, shall be adjusted on a pro rata basis from its commencement to the close of such calendar year. For the year in which Termination of this Agreement occurs, the Annual Service Charge shall be similarly pro-rated.

Section 4.4 Annual Service Charge Following Termination

The Entity or any Condominium Unit Owner may terminate this Agreement prior to the expiration of the Term with respect to its Unit upon thirty (30) days written notice to the City. This Agreement may also be terminated by the City in accordance with Section 20.1 below. After Termination of this Agreement with respect to the Project or to any Unit, whichever is applicable, the Property or such Unit shall thereafter be assessed and taxed as conventional real property. Termination of this Agreement prior to the maturity of the RAB Bonds shall not terminate the Entity's obligation to pay the Special Assessment, as defined below, in accordance with the terms of the RAB Bonds, which Entity obligation, for the avoidance of doubt, shall cease upon the sale of each Unit to the purchaser of such Unit in the Condominium

as set forth under Section 21.7 herein, and such Condominium Unit Owner shall then be responsible for the payment of the Special Assessments with respect to that Unit under the Special Assessment Agreement executed contemporaneously with this Agreement.

Section 4.5 During Construction

During the period between commencement of construction of the Project and the Substantial Completion of the Project and/or Unit(s), the Entity shall make a payment of only Land Taxes.

Section 4.6 Special Provisions Regarding the RAB Law

As a consequence of certain separate agreements implemented by City Ordinances and resolutions, the City has agreed that the cost of installation of infrastructure and related expenses required for the development of the Project is being financed by the City's issuance of bonds pursuant to the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"). Such improvements are also subject to a special assessment (the "Special Assessment", and more specifically in a Special Assessment Agreement). Therefore, acting in accordance with N.J.S.A. 40A:12A-66, the City and the Entity have agreed that the Annual Service Charge imposed on the Units has been determined in a manner that, at the time of the initial transfer of title of a Unit from the Entity to a Unit purchaser: (i) yields to the City, at a minimum, the amount of net revenue that the City would have received (net of taxes payable to the county and for board of education purposes) had conventional local property taxation remained applicable to such Units; and (ii) the Special Assessment (including the Annual Service Charge) due on each Unit will not exceed the amount of conventional local property taxes that would have been due on each Unit had conventional local property taxation remained applicable to such Unit. Accordingly, the terms of N.J.S.A. 40A:20-12(b)(2) requiring a specified minimum and maximum Annual Service Charge and staged increases in the Annual Service Charge shall not apply during the term of this Agreement. This Agreement is conditioned upon issuance of the RAB Bonds by the City, after the City obtains all prerequisite

governmental approvals required for such issuance, and upon the RAB Bonds remaining outstanding during the Term of this Agreement. The City shall take no action to redeem the RAB Bonds during the Term of this Agreement.

Section 4.7 Leases

Any lease between the Entity and a tenant shall not require the City's consent or approval and may require that a tenant pay all or part of the applicable Annual Service Charge or Minimum Annual Service Charge provided that no such requirement for payment by a Tenant will relieve the Entity of such obligations under this Agreement unless agreed to by the City.

ARTICLE V - DISPUTE RESOLUTION

Section 5.1 Arbitration

In the event of a breach of this Agreement, other than a payment Default, or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party shall submit the dispute to arbitration, which shall utilize New Jersey law and the arbitration rules of the American Arbitration Association to be resolved in accordance with such law, rules and regulations in such a fashion as to accomplish the purposes of the Governing Law and this Agreement. The cost of the arbitration shall be borne equally by the Parties. The Parties shall determine whether one arbitrator or a panel of three arbitrators will determine the dispute. An arbitrator shall be mutually acceptable to the Parties and shall have the following qualifications: (i) an attorney at law or other professional of the State of New Jersey, with no less than fifteen years' experience, and whose expertise is in redevelopment projects utilizing the Governing Law; or (ii) any other qualifications mutually acceptable to the Parties. In the event that the Parties cannot agree on the selection of the arbitrator(s), then the dispute shall be arbitrated by a panel of three arbitrators, with each party selecting each arbitrator, and those two arbitrators selecting the third.

The arbitrator(s) shall make written findings of fact and conclusions with respect to compliance with the Governing Law. Any arbitration award may be appealed by either party to

the New Jersey Superior Court, Law Division, with respect to asserted errors of fact or law, and the outcome of such appeal may be further appealed in the New Jersey courts and shall not be limited in any way due to the origin of the action in arbitration.

In the event of an uncured Default in payment of the Annual Service Charge, the City, among its other remedies, reserves the right to proceed against the Entity's Property or the Unit that is the subject of the Default, as applicable, in the manner provided by N.J.S.A. 54:5-1 et seq., irrespective of any Arbitration proceeding and any act supplementary or amendatory thereof. Whenever the word taxes appears or is applied directly or impliedly to mean taxes or municipal liens on land such statutory term shall be read, as far as pertinent to this Agreement, as if the Annual Service Charge constitutes taxes or municipal liens on land. In such event, however, the Entity does not waive any defense it may have to contest the right of the City to proceed in the above referenced manner.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to Substantially Complete the Project and to obtain the Certificate(s) of Occupancy for each Unit within the Project at the time when each Unit is eligible for the issuance of a Certificate of Occupancy. The City shall cooperate to ensure that any offsite infrastructure or other improvements which is the responsibility of the City and/or the Master Developer are approved and completed in a timely manner to ensure the uninterrupted development and issuance of Certificates of Occupancy for the Units within the Project by the Entity.

Section 6.2 Substantial Completion

The Annual Service Charge is to commence on the first day of the month following the Substantial Completion of any Unit in the Project. The Annual Service Charge shall become payable upon the Substantial Completion of a Unit in the Project regardless of whether the Unit is sold, occupied or tenanted. Only Land Taxes shall be payable prior to Substantial

Completion, in accordance with Section 4.5.

Section 6.3 Filing of Certificate of Occupancy

It shall be the responsibility of the City to forthwith file with and or submit to the Tax Assessor of the City a copy of each Certificate(s) of Occupancy issued for a Condominium Unit in the Project.

Failure of the City to file or submit such issued Certificate(s) of Occupancy, as required by the preceding paragraph, shall not restrict the City's Tax Assessor from taking appropriate action.

The estimated cost data disclosed by the Application submitted by the Entity with this Agreement may at the option of the City's Building Department be used as the basis for construction cost determinations applicable to the issuance of building permits(s) for the Project.

ARTICLE VII - ANNUAL AUDITS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls required for proper record control under this Agreement. The requirements for submission of periodic reports by the Entity including, without limitation, any Auditor's Reports except for a final accounting required by the Law, shall cease when the Entity no longer has an interest in the Project and has sold all Units as evidenced by recorded deeds or except as required by the Governing Law, following Termination of this Agreement.

Section 7.2 Periodic Reports

Within ninety (90) days after the close of each fiscal or calendar year, depending on Entity's accounting basis for the duration of this Agreement, (taking into account Section 7.1), the Entity shall submit the Auditor's Report which shall conform to all applicable standards of the Tax Exemption Law and shall include the following data:

Annual Gross Revenue data, Net Profit, Allowable Net Profit, sales date, sales price of

each Unit, principal amount and the interest rate of any mortgage(s) associated with the purchase of each Unit, to the extent known, a listing of those Units identified as investor-owned Units and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, including gross revenues, allowable profits, mortgage agreements and financial agreements pursuant to the Governing Law and this Agreement.

Failure by the Entity to submit the reports required by this Article VII shall subject the Entity to a fine, payable to the City, commencing on the 91st day after such report is due, in the amount of \$100.00 per day for each day after the 90th day that such report is not filed.

Section 7.3 Project Sales or Leases

When the Project or Unit is sold, all relevant data regarding such sale, including date, consideration, all recorded closing documents (such as deed and affidavit of consideration), shall be submitted to the City Clerk and the Tax Assessor.

Section 7.4 Inspection

The Entity shall permit upon proper request an inspection of property, equipment, buildings and other facilities of the Project as well as an examination and audit of the books, contracts, records, documents and papers by representatives duly authorized by the City or the New Jersey Division of Local Government Services in the Department of Community Affairs. Such examination or audit shall be made following reasonable advance notice during business hours, and shall be conducted in the presence of any officer or agent of the Entity to which the examination or audit relates.

ARTICLE VIII - APPLICATION AND ADMINISTRATIVE

FEE

Section 8.1 Application Fee

The Entity has paid to the City \$6,071.40, representing two percent (2%) of the estimated first year's Annual Service Charge, as a fee for processing the Application.

Section 8.2 Administrative Fee

(a) Defined. The Entity acknowledges and agrees that, in addition to the payment of the Annual Service Charge, an annual administrative fee to the City shall be payable. The annual Administrative Fee shall be 2% of the Annual Service Charge in each year. For purposes of enforcement of collections, such payments shall be considered to be an additional part of the Annual Service Charge and shall be included in billing statements provided by the City to Unit Owners. The Administrative Fee shall be payable and due on or before December 31st of each year with interest accruing for late payments in accordance with the standards applicable to the Annual Service Charge.

(b) Submission of Deeds. The Entity shall submit filed copies of all deeds certified to be true copies within thirty (30) days of a closing to the City Tax Assessor.

ARTICLE IX - INTENTIONALLY OMITTED

ARTICLE X - ASSIGNMENT AND/OR ASSUMPTION

Section 10.1 Assignment

(a) The Entity may assign its rights under this Agreement with the prior written consent of the City, which consent will be granted provided that (a) the new entity is an urban renewal entity formed pursuant to the Governing Law, (b) at the time of such assignment, the new entity is or has agreed to become the fee owner of the Project and has agreed in writing to undertake any remaining construction and completion of the Project; (c) the new entity does not own any other project subject to a long term tax exemption at the time of transfer; (d) the assignor Entity is not then in Default of this Agreement; (e) the assignor Entity's obligations under this Agreement are fully assumed by the new entity; (f) the new entity shall have demonstrated to the City's reasonable satisfaction its financial capability and experience; and (g) the assignor Entity shall pay the City a transfer fee equal to two percent (2%) of the then current Annual Service Charge as required by N.J.S.A. 40A:20-10(d). Upon the transfer of this

Agreement to an assignee, the assignor Entity shall be discharged from any further obligation with respect to the Project. Voluntary transfers of more than ten (10%) percent of the ownership of the Project or any portion thereof shall be subject to N.J.S.A. 40A:20-5e. Nothing contained in this Agreement shall prohibit transfers of interests in the Entity itself provided that notice of the transfer, if greater than ten (10%) percent, shall be provided to the City in accordance with N.J.S.A. 40A:20-5e.

(b) Notwithstanding anything contained herein to the contrary, nothing herein shall prohibit the transfer of the Property to a new entity as authorized in the Subsequent Developers Agreement, without any further action or consent by the City provided that (i) the new entity is an urban renewal entity formed pursuant to the Governing Law, (ii) the new entity does not own any other project subject to a long term tax exemption at the time of transfer, (iii) the new entity shall assume all of the obligations of the assignor Entity hereunder, (iv) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer; and (v) such assignment does not violate any of the governmental approvals applicable to the Property.

(c) In the event the City and the Master Developer terminate the Entity's rights to develop the Project under the Subsequent Developers Agreement and enter into a Subsequent Developers Agreement with a new entity, this Agreement shall be automatically assigned to the new entity, without any further action of the Parties, and the Entity shall have no further rights hereunder.

Section 10.2 Deeds Recital

While this Agreement remains in effect, deeds for Units in the Project shall include a recital that (a) the grantee is subject to the terms and conditions of this Agreement and the Special Assessment Agreement, and (b) that each of this Agreement and the Special Assessment Agreement run with the land for the duration of this Agreement and the Special Assessment Agreement respectively, and that by accepting the deed, the grantee

acknowledges it has received from the Entity a true copy of each of this Agreement and the Special Assessment Agreement, the originals of which may be examined by the grantee in the Office of the City Clerk during regular working days and hours.

Section 10.3 Operation of Project

Following the filing of the master deed creating the condominium, the Project shall be operated in accordance with the provisions of the New Jersey Condominium Act, N.J.S.A. 46:8B-1 *et seq.* as now or hereafter amended and/or supplemented. The Entity hereby agrees at all times prior to the expiration or termination of this Agreement to remain bound by the provisions of this Agreement and those of N.J.S.A. 40A:20-1 *et seq.*, as currently amended and supplemented with respect to Units in the Project which are owned and not sold by either Entity. Upon the sale of any Unit, the successor in title shall be similarly bound and the Entity shall be relieved and discharged from any obligation or liability under this Agreement with respect to such Unit.

ARTICLE XI - INTENTIONALLY OMITTED

ARTICLE XII - RECORDING

Section 12.1 Recordation of Agreement

The City shall record at the Entity's expense a fully signed original of this Agreement with the office of the Monmouth County Clerk prior to the first conveyance of a Condominium Unit by the Entity.

ARTICLE XIII - WAIVER

Section 13.1 Waiver

Nothing contained in this Agreement shall constitute a waiver or relinquishment by the Entity or the City of any rights and remedies, including without limitation, the City's right to terminate this Agreement and the tax exemption granted hereunder for an uncured breach of any of the terms provided herein. Nothing herein shall be deemed to limit any right of recovery

of any amount which the City or the Entity has under law, in equity, or under any provisions of this Agreement.

ARTICLE XIV - NOTICES

Section 14.1 Sent by City

Any notice required hereunder to be sent by either Party to the other shall be sent by a nationally recognized overnight courier service or by certified or registered mail, return receipt requested, addressed as follows:

When sent by the City to the Entity notices shall be addressed to K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN RENEWAL, LLC, 110 Fieldcrest Avenue, Edison, New Jersey 08837, Attention: Carl W. Erler, Division Counsel, unless, prior to the giving of notice, Entity shall have notified the City otherwise in writing.

Upon the transfer of title to any Unit in the Project, notice shall be sent to the new owner at the Project or to the address listed for the Condominium Unit Owner on the last tax duplicate of the City unless written notice of a different address for the Condominium Unit Owner was provided to the Tax Assessor and Tax Collector of the City.

Section 14.2 Sent by Entity

When sent by the Entity or Condominium Unit Owner to the City, notice shall be addressed to the City Clerk, Mayor and City Manager at City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, unless, prior to the giving of notice, the City shall have notified the Entity or Condominium Unit Owner otherwise in writing. The notice to the City shall identify the subject and property to which it relates.

ARTICLE XV - INTENTIONALLY OMITTED

ARTICLE XVI -CONSTRUCTION/ENFORCEMENT

Section 16.1 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

ARTICLE XVII - WASTE AND REFUSE DISPOSAL

Section 17.1 Responsibility of Entity

Unless the City otherwise agrees, collection and disposition of all solid waste, refuse and recyclables emanating from the Project shall be the exclusive responsibility of the Entity prior to the filing of the master deed creating the condominium, and thereafter by the Condominium Association. The Entity or other responsible party shall engage a licensed collector, hauler or scavenger at the Entity's (or other responsible party's) cost and expense to collect and dispose such waste and recyclables.

ARTICLE XVIII - INDEMNIFICATION

Section 18.1 Defined

It is understood and agreed that, in the event the City shall be named as a party defendant in any action brought against the Entity by reason of any breach, Default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., by the Entity, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense, unless the City is found to have committed gross negligence and/or willful misconduct. However, the City maintains the right to intervene as a party thereto to which such intervention the Entity hereby consents. The expense of such intervention thereof shall be borne by the City.

ARTICLE XIX - DEFAULT

Section 19.1 Cure Upon Default

Should the Entity or any Condominium Unit Owner be in Default in the payment or performance of its obligations under this Agreement, the City shall notify such defaulting party of said Default. Said notice shall set forth with particularity the basis of the alleged Default. The defaulting party shall have 90 days to cure any Default, except for a payment Default, which the defaulting party shall have 10 days to cure. If any non-payment Default cannot be cured within the cure period, then provided that diligent cure efforts are being prosecuted, the period

for cure shall be extended for an additional 90 days after which this Agreement may be terminated in accordance with the Governing Law. Assuming that a condominium regime has been established with respect to the Project this Agreement may be terminated partially and solely in respect of the condominium Unit in the Project owned by the party to which the Default applies in accordance with Governing Law.

Section 19.2 Remedies Upon Uncured Default

The City shall, among its other remedies, have the right to proceed against the real property, which may be an individual condominium Unit, as applicable, that is the subject of the uncured Default pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 *et seq.* All of the remedies provided in this Agreement to the City and all rights and remedies granted to it by law and equity shall be cumulative and concurrent but shall, assuming a condominium regime has been established with respect to the Project, be applied solely against the Unit within the Project to which the Default applies. Further the bringing of any action for any unpaid charges due to the City under this Agreement, the Annual Service Charge, or for breach of any covenant or the resort to any other remedy herein provided for shall not be construed as a waiver of the right of the City to terminate the tax exemption as to the real property which is the subject of the Default, or assuming that a condominium regime has been established with respect to the Project, against the Unit within the Project which is the subject of the Default.

Section 19.3 Force Majeure

The Parties acknowledge and agree that the performance or non-performance by both or either of the Parties of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be a Default where such performance, failure of performance or delay in performance is the result of a Force Majeure Event, provided however, that the Force Majeure Event was not the result of or did not arise out of any unlawful action or non-action of the party relying on such Force Majeure Event as justification for the performance,

failure of performance, or delay in performance of the subject obligation, requirement, commitment or other responsibility. In the event of a Force Majeure Event, either party hereto may obtain an extension of time to perform any obligations arising under this Agreement by notifying the other party in writing pursuant to the provisions of Article XIV of the Force Majeure Event no later than thirty (30) days after the first occurrence of the Force Majeure Event, and such extension of time shall commence upon the first occurrence of the applicable Force Majeure Event; provided, however, that if either party fails to give such notice within such thirty (30) day period, and the event or occurrence that is the basis for the Force Majeure Event continues for more than thirty (30) days, such delay shall still be a Force Majeure Event that excuses the impacted party's performance if the impacted party gives notice thereof, but the period of time during which such performance is excused shall commence on the date when the notice is received by the non-impacted party. Any such extension of time shall only be for so long as the Force Majeure Event reasonably requires.

ARTICLE XX - TERMINATION

Section 20.1 Termination Upon Default of the Entity or Condominium Unit Owner

In the event the Entity or Condominium Unit Owner fails to cure or remedy such Default or breach within the time period provided in Section 19.1, the City may terminate this Agreement as to the Condominium Unit(s) affected by the Default upon 30 days written notice to the Entity or Condominium Unit Owner then in Default. For purposes of the Entity rendering a final financial accounting, the termination of this Agreement shall be deemed to be the end of the fiscal year for the Entity or Condominium Unit Owner. The Entity then in Default shall within 90 days after the date of such termination, pay to the City a sum equal to the amount of the reserve, if any, maintained pursuant to N.J.S.A. 40A:20-13 and N.J.S.A. 40A:20-15 as well as the excess profit, if any, payable under this Agreement. The date of Termination of this Agreement shall be deemed to be the end of such Entity's fiscal year.

Upon such termination of the exemption for the Project or any Unit, all affected properties and all improvements made to the Project or applicable Unit, as the case may be, shall be assessed from the date of termination under conventional real property taxation principles.

ARTICLE XXI - MISCELLANEOUS

Section 21.1 Conflict

The parties agree that in the event of a conflict between the Application and this Agreement, this Agreement shall govern and control. The Governing Law shall supersede any conflict between its terms and this Agreement provided that the Governing Law shall be interpreted and applied in a manner consistent with the terms of the RAB Law, N.J.S.A. 40A:12A-64 et seq.

Section 21.2 Oral Representations

There have been no oral representations made by any of the Parties hereto which are not contained in this Agreement. This Agreement, the City's Ordinance approving this Agreement, the Application, the Subsequent Developer Agreement and the Special Assessment Agreement constitute the entire agreement between the Parties, and there shall be no modifications hereto other than by a written instrument executed and delivered by the Parties.

Section 21.3 City's Ordinance

The City's Ordinance approving this Agreement is incorporated in this Agreement and a made part hereof.

Section 21.4 Good Faith

The covenants of good faith, fair dealing and implied necessity are deemed incorporated into and made a part of this Agreement.

Section 21.5 Grammatical Usage

The bracketing of the letter "s" at the end of a word such as Unit(s) shall mean the singular or plural as proper meaning requires and all related verbs and pronouns shall be made to correspond.

Section 21.6 Tentative Financial Plan

A financial plan and detailed representations and covenants by the Entity conforming to N.J.S.A. 40A:20-9 for the undertaking of the Project is included in the Application. The Entity represents that they will diligently attempt to construct the Project in accordance with the information contained in the Application and the terms of the Subsequent Developer Agreement.

Section 21.7 Condominium Sales

Notwithstanding any contrary term or provision of this Agreement, the City expressly agrees and consents to the sale of the Project to purchasers of Units in the Condominium Regime to be formed upon the filing of the master deed and to their successors and assigns and that upon the transfer of title to a Unit by the Entity to the purchaser of such Unit (which shall be deemed to have occurred upon such Unit's sale), the Entity's obligations under this Agreement with respect to such Unit shall cease, the tax exemption granted hereby and all obligations related thereto shall continue and inure to and bind each purchaser of a Unit and his successors and assigns notwithstanding that such persons are not urban renewal entities pursuant to the Governing Law. The proceeds of the sale of Units in the Project shall not be included in the Annual Gross Revenue or Net Profit of the Entity.

**Section 21.8 Payment of Other Fees for Municipal
Services**

To the extent that the City collects fees from property owners for the provision of certain services provided by the City or its agents, the Entity agrees to make payments for such municipal services, including without limitation water and sewer charges and any services that

create a lien on parity with or superior to the lien for the Land Taxes and Annual Service Charges, as required by law. Nothing herein is intended to release Entity from its obligation to make such payments during such time as the Entity owns the Property and/or Condominium Units

Section 21.9 Severability

If any term, covenant or condition of this Agreement shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a Default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore this Agreement to the manner and economic effect contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

Section 21.10 Certification

The City shall certify to the City Tax Assessor, pursuant to the Governing Law, that this Agreement entered into by the City and the Entity has been lawfully entered into and is in effect pursuant to the Governing Law. The delivery by the City to the City Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the City Tax Assessor shall implement the tax exemption and continue to enforce the tax exemption without further certification by the City until the date of Termination. Further, upon the execution and delivery of this Agreement, the Ordinance shall be transmitted to the Director of the New Jersey Division of Local Government Services in the Department of Community Affairs by the City.

Section 21.11 Estoppel Certificate

Within thirty (30) days following written request therefor by the Entity, or any mortgagee, purchaser, tenant or other party having an interest in the Project, the City shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the City's knowledge, no Default has occurred under this Agreement (nor any event which, with the passage of time and the giving of notice would result in the occurrence of a Default) or stating the nature of any Default; and (iii) stating any such other reasonable information as may be requested. In the event the estoppel certificate discloses a Default, it shall be identified with reasonable detail and also state the manner in which such Default may be cured.

Section 21.12 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Exhibit 1 - The Application.
2. Exhibit 2 - Ordinance authorizing the execution of this Agreement.
3. Exhibit 3 - Certificates of the Entity approved by Department of Community Affairs.

[INTENTIONALLY LEFT BLANK, SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed the day and year first above written.

K. HOVNANIAN'S DELTA AT
ASBURY PARK URBAN RENEWAL, LLC

By: _____
Name: Michael Weisslitz
Title: Division President

THE CITY OF ASBURY PARK

John Moor, Mayor

[SEAL]

ATTEST:

Lisa Esposito, RMC, City Clerk

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2025, John Moor personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Mayor of the City of Asbury Park, NJ;
and
- (c) executed the instrument as the act of the City of Asbury Park, NJ.

Notary Public

STATE OF NEW JERSEY,
COUNTY OF MONMOUTH

SS:

I CERTIFY that on _____, 2025, Michael Weisslitz personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument;
- (b) was authorized and did execute this instrument as Division President of K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC; and
- (c) executed the instrument as the act of K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC as authorized by appropriate resolution or certificate of unanimous consent of said limited liability company.

Notary Public

EXHIBIT 1
The Application

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)

APPLICATION FOR LONG TERM TAX EXEMPTION

RESIDENTIAL CONDOMINIUM PROJECT

OFFICE OF THE
CITY MANAGER
MUNICIPAL BUILDING
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07102

K. Hovnanian’s Delta at Asbury Park
Urban Renewal LLC
Name of Applicant

110 Fieldcrest Avenue, Floor 5
Edison, NJ 08837
Address of Applicant

202-210 Eighth Avenue
200 Eighth Avenue
201 Seventh Avenue
203 Seventh Avenue
205 Seventh Avenue
207 Seventh Avenue
209 Seventh Avenue
1604 Webb Street
(45 Units) – Block 4306, Lots 1-8
Address of Project Site

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)

THE UNDERSIGNED, ON BEHALF OF AND WITH THE POWER AND INTENT TO BIND THE APPLICANT, HEREBY CERTIFIES TO THE CITY AS FOLLOWS, AND HEREBY ACKNOWLEDGES THAT THE STATEMENTS CONTAINED HEREIN ARE MADE IN INDUCEMENT OF A TAX ABATEMENT PURSUANT TO THE LONG TERM TAX EXEMPTION LAW:

SECTION A: APPLICANT INFORMATION

1. Name of Applicant:

K. Hovnanian's Delta at Asbury Park Urban Renewal LLC

NOTE – Applicant is a permitted transferee under the Subsequent Developer Agreement dated August 27, 2024, and is under contract to purchase the Property.

2. Address of Applicant:

110 Fieldcrest Avenue, Edison, NJ 08837

SECTION B: PROPERTY INFORMATION

3. Identification of Property:

- a. State the street address of the proposed project site (the "Project Site"), according to the currently effective tax map of the City (the "Official Map"):

202-210 Eighth Avenue; 200 Eighth Avenue; 201 Seventh Avenue; 203 Seventh Avenue; 205 Seventh Avenue; 207 Seventh Avenue; 209 Seventh Avenue; and 1604 Webb Street

- b. State the block(s) and lot number(s) corresponding to the Project Site on the Official Map:

Block 4306, Lots 1 through 8

- c. Identify the designated Redevelopment Area in which the Project Site is located:

Prime Renewal Area

- d. Provide a metes and bounds description of the Project Site:

Please see Exhibit A attached.

- e. Attach a sealed copy of a survey of the Project Site OR provide a plotting thereof drawn from the Official Map.

Please see Exhibit B attached.

4. Current Assessment and Tax Status of the Project Site:

a. Current Assessment

<u>BLOCK</u>	<u>LOT</u>	<u>LAND</u>	<u>IMPROVEMENTS</u>	<u>TOTAL</u>
4306	1	3,653,200	0	3,653,200
4306	2	1,131,800	0	1,131,800
4306	3	757,900	0	757,900
4306	4	1,212,700	0	1,212,700
4306	5	808,400	0	808,400
4306	6	859,000	0	859,000
4306	7	555,800	0	555,800
4306	8	287,900	0	287,900

b. Current Tax Status

<u>BLOCK</u>	<u>LOT</u>	<u>ANNUAL PROPERTY TAXES</u>	<u>WATER/SEWER</u>	<u>TOTAL</u>
4306	1	57,793.62	0	57,793.62
4306	2	17,905.08	0	17,905.08
4306	3	11,989.98	0	11,989.98
4306	4	19,184.91	0	19,184.91
4306	5	12,788.89	0	12,788.89
4306	6	13,589.38	0	13,589.38
4306	7	8,792.76	0	8,792.76
4306	8	4,554.58	0	4,554.58
TOTAL		146,599.20	0	146,599.20

c. Merger

If the Project Site is comprised of more than one lot on the Official Map, the Applicant hereby represents to the Mayor and Council that the Applicant will simultaneously herewith apply to the Tax Assessor or Planning Board upon site plan approval in writing for a merger of the lots into one or more lots, as proper land assessment requires. Applicant's failure to make such petition shall permit the assessor to make a merger of lots in a manner deemed appropriate to him or her and the Applicant shall be bound thereby and to the merger's effective date and the valuation of the land.

The existing Lots 1-8 are proposed to be consolidated into three tax lots prior to the start of construction. The Financial Agreement would apply to all three lots initially. Upon completion of the project, the Entity proposes to consolidate the three lots into a single tax lot.

SECTION C. MUNICIPAL ASSISTANCE REQUESTED

5. What type of Tax Abatement is the Applicant requesting? (Note: if the proposed project incorporates more than one type of use, identify the type of Tax Abatement requested for each use.)

a. _____ Long Term Commercial.

Industrial Project with an annual service charge equal to fixed percent of annual gross revenue (*N.J.S.A.* 40A:20-12).

b. _____ Long Term Commercial.

Industrial Project with an annual service charge equal to 2% of total project cost (*N.J.S.A.* 40A:20-12). (Owner Occupied only).

c. _____ Long Term Residential Project.

Annual service charge based on the formula established pursuant to *N.J.S.A.* 40A:20-12(b)(1).

d. X Long Term Residential Condominium.

An annual service charge and special assessment will both be levied on this project, a portion of which will be pledged to support a Redevelopment Area Bond. Thus, the annual service charge will be calculated in accordance with the terms set forth in the Financial Agreement, which will supersede N.J.S.A. 40A:20-12(b)(1).

Annual service charge based on the formula established pursuant to *N.J.S.A.* 40A:20-12(b)(1).

6. The requested duration of Tax Abatement is 30 years.

SECTION D: PROJECT INFORMATION

7. Please describe the purpose of the project. Include a detailed description of the improvements to be made to the Project Site.

Overview

The Delta Townhouse Development is a 45-unit townhouse residential community development project on an approximately 1.83-acre City block bounded by Kingsley Street, Webb Street, Seventh Avenue and Eighth Avenue, described on the City of Asbury Park’s Tax Maps as Block 4306, Lots 1-8 (the “Project”). The Project is located within Asbury Park’s Waterfront Redevelopment Area (“WRA”). The Project will consist of six (6) rows of Buildings ranging from 5 homes to 10 homes in each Building string. One row of townhouses (10 Homes) is located along the Eighth Avenue Street frontage and a similar row of townhouses is located along Seventh Avenue Street frontage. Another two rows of townhouses (comprised of 7 townhouses and 8 townhouses) are located along the Kingsley Avenue frontage. The final two rows of townhouses (comprised of 5 Homes each) are located with one Building fronting on Webb Street and another Building parallel to same located at the interior of the community (i.e. the only Building without any public street frontage). Upon ultimate approval by the City’s Planning Board and following lot consolidation, it is anticipated that the Project will consist of three lots. The three lots will be consolidated into a single lot upon completion of the Project.

Architectural Design

The Project advances the design principles set forth in Section 2.2 (Redevelopment Objectives) of the Asbury Park Waterfront Redevelopment Plan (“WRP”) by developing new residential Buildings that extend Asbury Park’s Oceanside character in a contemporary way. Quality building materials, including Hardie panel shingle siding, lap siding, and board & batten siding, and metal railings have been selected based on the site’s architectural context. All building frontages will have substantial landscaping including a majority of native plantings and street trees.

Building Program

With the exception of a single 3-story townhouse Building comprised of 5 townhouses (located along the center of the city block adjacent to Webb Street – which is necessary to remain within the Waterfront Redevelopment Area height restrictions), the remaining 40 townhouses are all proposed to be 4 stories in height, with rooftop balconies. The two end units of each townhouse row are proposed to be approximately 20 feet wide and 40 feet deep with two-car garages and two parking spaces in the driveway of each townhouse. All the interior townhomes are anticipated to be approximately 16 feet wide and 40 feet deep with single car garages and one parking space in the driveway of each townhouse. All the townhouses will have 4 bedrooms. Many townhouses will have a large rooftop deck (in excess of 180 square feet) which will enhance the outdoor utility of the overall community and provide unparalleled views and enjoyment to each homeowner.

Zoning/Waterfront Redevelopment Plan Compliance

The Project is located on an approximately 1.83-acre site within Block 4306, Lots 1-8, as described above. The proposed condominium community is largely consistent with the

requirements and the guidelines of the WRP. The overall tract exceeds the minimum lot area and frontage requirements of the WRP. A total of 114 parking spaces are provided, which exceeds the requirement of 68 parking spaces (based on 1.5 spaces per dwelling unit). All garages are oriented towards the internal drive aisles and courtyard areas.

8. Please provide a detailed break down of the total estimated project cost OR the total estimated Annual Gross Revenue pursuant to *N.J.S.A. 40A:20-3(h)*. Attach substantiation of the assumptions utilized therein as may be necessary.

a. If providing a break down of total estimated project cost, please attach a signed and sealed architect's certification as to the construction costs. Please also see *N.J.S.A. 40A:20-8* and comply therewith.
Please see Exhibit C attached.

b. If providing a break down of Annual Gross Revenue, please attach a tentative financial plan for the Project, including but not limited to the following information, as appropriate: a schedule of rents; estimated expenditures for operation and maintenance; payments for interest, amortization of debt and reserves; payments to the City to be made pursuant to a financial agreement to be entered into with the City; and anticipated rate of return (to demonstrate satisfaction of constitutional but-for test). *N/A*

9. Describe the method of financing the project, including but not limited to a recapitulation of relevant financing terms (to the extent known), and the identification of funding sources.

While still being evaluated, the Applicant anticipates utilizing bank financing and may utilize a land banker as described within the Subsequent Developer Agreement relating to this project.

10. Provide the currently estimated project schedule, including the anticipated project completion date.

Pursuant to the Subsequent Developer Agreement, the Entity is required to commence construction by July 18, 2026, and complete construction by July 18, 2028. That said and assuming all final governmental approvals are obtained, the Entity anticipates commencing construction in or about mid-2025 and completing construction within 18 to 22 months thereafter.

11. Disclosure Statement:

a. Name of Corporation, Partnership or Entity:

K. Hovnanian's Delta at Asbury Park Urban Renewal LLC

b. Principal place of business:

110 Fieldcrest Avenue, Floor 5, Edison, NJ 08837

- c. Name of statutory agent and address, but if applicant is not a corporation the one with related address upon whom legal process may be served is:

Corporation Services Company
Princeton South Corporate Center
100 Charles Ewing Blvd, Suite 160
Ewing, NJ 08628

- d. Incorporated in the State of New Jersey.

The following represents the name and addresses of all stock holders or partners owing a 10% or greater interest in the above corporation or partnership. If one or more of the above named s itself a corporation, partnership, or entity, I have annexed hereto the names and addresses of anyone owing a 10% or greater interest therein.

<u>Name of Owner(s)</u>	<u>Address</u>	<u>Percent Owned</u>
K. Hovnanian Holdings, NJ, L.L.C.	90 Matawan Road, 5 th Fl. Matawan, NJ 17747	100%

Please see attached Exhibit D disclosing the ownership of K. Hovnanian Holdings, NJ, L.L.C.

- e. Name of Directors for Applicant

<u>Name</u>	<u>Title</u>
Michael Wyatt	Group President
Michael Weisslitz	Division President
Michael Marlovits	Vice President – Group Controller
Kenneth Mahieu	Vice President and Chief Legal Counsel
Carl Erler	Division Counsel
Jonathan Fisher	SVP, Land Acquisition – East Group
Tracy Siebold	Area Counsel
Shirleen Roberts	Area Counsel
Mark Warshauer	Legal Counsel

- 12. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any agreement concerning tax**

exemption that is currently in force and effect with the City of Asbury Park.

K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC

K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC

K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC

13. Please list all parties (persons or entities) affiliated or otherwise connected with the Applicant who have any interest in any other contract or agreement that is currently in force and effect with the City of Asbury Park.

K. Hovnanian's Cove at Asbury Park Urban Renewal, LLC

- Subsequent Developer Agreement
- Financial Agreement
- Special Assessment Agreement

K. Hovnanian's Baltic at Asbury Park Urban Renewal, LLC

- Subsequent Developer Agreement
- Financial Agreement
- Special Assessment Agreement

K. Hovnanian's Aegean at Asbury Park Urban Renewal, LLC

- Subsequent Developer Agreement
- Financial Agreement
- Special Assessment Agreement

14. Describe the number and manner of temporary jobs (including skill level and any certifications or memberships needed) to be created by the Project during the construction period. Please also describe the number and manner of permanent jobs (including skill level and any certifications or memberships needed) to be created by the Project within one year after completion.

In addition to the project's ongoing fiscal benefits to the City in the form of annual service charges, the construction phase of the proposed development will provide the following estimated economic benefits to the Monmouth County region:

Based on "*The Economic Impact of Home building in a Typical Local Area (Income, Jobs, and Taxes Generated)*", by the National Association of Home Builders, Housing Policy Department, April 2015 (Phase I – Direct and Indirect Impact of Construction Activity)", there are 176 Local Construction Jobs supported by the building 100 single family homes. Prorating this total relative to the 45 homes to be constructed in this project yields approximately 80 construction jobs to be supported by the within community.

15. Please provide any further information that you wish the City to consider, for example, public benefits that will accrue to the City, its residents or the surrounding community from construction of the Project. For illustrative purposes only, will the undertaking of the Project include the remediation of any environmental hazards? Will the Project serve to enhance, preserve or reuse any property or building of historic interest? Will the Project provide expanded or rehabilitated open space or recreational facilities?

This Project is being undertaken pursuant to the Amended and Restated Redeveloper and Land Disposition Agreement dated October 28, 2002, as amended ("Redeveloper Agreement") and the Master Project Finance Agreement, and furthers the goals of each.

The Project site will be remediated to NJDEP standards. In addition, the redevelopment of this site affords the community an opportunity to utilize the existing vacant land with a permitted use that is consistent with the Waterfront Redevelopment Plan.

16. The proposed Project complies with the Waterfront Redevelopment Plan as adopted and on file with the City Planning Board.
17. The undertaking conforms to all applicable municipal ordinances; its completion will meet an existing need, and the Project accords with the Master Plan of the City as it currently exists or as it will be amended.
18. The construction of the Project has not commenced nor will it commence prior to the final approval and execution of a Financial Agreement between the City and the Applicant.
19. No office or employee of the City has any direct or indirect personal or financial interest in the Project which is the subject of this application.
20. Please state any exception(s) to the statements made (#1 to #19 above).

The proposed terms for the requested tax exemption are set forth in the draft Financial Agreement and Special Assessment Agreement annexed hereto as Exhibit E.

21. I certify that all the foregoing statements made by me are true. I am aware that if of the foregoing statements made by me are willfully false, I am subject to punishment.



Signature

Michael Weisslitz, Division President
Print Name and Title

November 15, 2024
Date

Applicant(s) shall submit ten (10) copies executed in the original. Where the Applicant is other than an individual person the signature on the application shall be certified as to its authenticity and authority by the submission of a notarized corporate resolution bearing the seal of the corporation and the signature of the secretary of the corporation or similar bona fide evidence.

EXHIBIT A
METES AND BOUNDS

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)



1800 Route 34, Suite 101
Wall Township, New Jersey 07719
T: 732.312.9800
F: 732.312.9801
fpaengineers.com

**DESCRIPTION OF
LOTS 1 THRU 8, BLOCK 4306
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY**

All that certain parcel, or tract of land situated in the City of Asbury Park, Monmouth County, New Jersey, known as Lots 1 thru 8, Block 4306, being more particularly described as follows:

BEGINNING at a point of intersection of the Southerly line of Eight Avenue (100' wide ROW per Tax Map), and the Easterly line of Webb Street (50' wide ROW per Tax Map), and from said point running thence,

1. South 74° 49' 33" East, a distance of 275.00 feet along said Southerly line of Eight Avenue to a point in the Westerly line of Kingsley Street (75' wide ROW per Tax Map); thence,
2. South 15° 10' 27" West, a distance of 280.33 feet along said Westerly line to a point in the Northerly line of Seventh Avenue (Variable Width ROW per Tax Map); thence,
3. North 78° 55' 02" West, a distance of 275.70 feet along said Northerly line to a point in the Easterly line of Webb Street; thence,
4. North 15° 10' 27" East, a distance of 300.00 feet along said Easterly line of Webb Street to the point and place of **BEGINNING**.

Containing 79,795 square feet, more or less, or 1.831 acres, more or less.

Subject To:

- A. Any recorded or unrecorded easements, restrictions and covenants.

Being intended to describe Lots 1 thru 8, Block 4306, as shown on a map entitled, "Boundary & Topographic Survey, Prepared for, Lots 1 thru 8, Block 4306, Situated in the City of Asbury Park, Monmouth County, New Jersey", prepared by French & Parrello Associates, P.A., dated June 14, 2023.

2023-06-23

Thomas J. Ertle, P.L.S.
Professional Land Surveyor
N.J. License No. 24GS03583400

EXHIBIT B
SURVEY

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)

EXHIBIT C
TOTAL ESTIMATED PROJECT COSTS

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)

101 Crawfords Corner Road
Suite 3400
Holmdel New Jersey 07733
Main: 877 627 3772
colliersengineering.com



November 15, 2024

The City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

Waterfront Redevelopment Area
Application for Designation as Subsequent Developer
The Delta at Asbury Park
Block 4006, Lots 1-8
Colliers Engineering & Design Project No. 23004790B

To Whom It May Concern:

In reference to the above captioned matter, kindly note that I have reviewed both Estimated Total Project Costs set forth as attached (\$39,837,166), and to the best of my information, knowledge and belief, said budgets appear to be in a reasonable range for this condominium community.

Notwithstanding the foregoing, I make no guarantees or warranties concerning the aforesaid budgets or that the actual completed costs of construction will not vary materially from these estimates.

Sincerely,

Colliers Engineering & Design, Inc.
(DBA Maser Consulting)

A handwritten signature in black ink, appearing to read "R. Curley", is written over a circular professional seal. The seal contains the text "NEW JERSEY PROFESSIONAL ENGINEER" and "GEORGE B. CURLEY".

Robert Curley, PE, PP
Department Manager

R:\Projects\2023\23004790B\Correspondence\OUT\241115_ PILOT - PILOT - Subsequent Developer Application_Delta at Asbury.docx

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)

The Delta at Asbury Park – Estimated Project Costs

Description	Budget	Cost Per Unit
Land Costs		
Land	\$14,275,000	\$317,222
Sub-total	\$14,275,000	\$317,222
Soft Costs		
Architects	\$150,000	\$3,333
Engineer / Environmental Consultant / DEP	\$130,000	\$2,889
Legal	\$85,000	\$1,889
Administrative / Finance Fees / Realty Transfer Fees	\$575,096	\$12,780
Marketing	\$721,561	\$16,035
Real Estate Taxes	\$360,000	\$8,000
Overhead	\$2,578,140	\$57,292
Insurance / Administrative	\$1,080,000	\$24,000
Permits / Fees	\$454,212	\$10,094
Sub-total	\$6,134,009	\$136,311
Hard Costs		
Estimated Construction Budget	\$14,489,313	\$321,985
Site Work	\$4,938,844	\$109,752
Sub-total	\$19,428,157	\$431,737
Totals		
Land Costs	\$14,275,000	\$317,222
Soft Costs	\$6,134,009	\$136,311
Hard Costs	\$19,428,157	\$431,737
Projected Total Costs	\$39,837,166	\$885,270

EXHIBIT D
OWNERSHIP DISCLOSURE

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)

OWNERSHIP DISCLOSURE OF K. HOVNANIAN HOLDINGS NJ, LLC

- K. Hovnanian Northeast Division, Inc. is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Holdings NJ, LLC.
- Hovnanian Enterprises, Inc. is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Northeast Division, Inc.
- Hovnanian Enterprises, Inc. is a publicly traded company and no person or entity owns more than ten (10%) percent of its stock.

K. HOVNANIAN HOLDINGS NJ, LLC

 11-15-24

Carl W. Erler, Division Counsel

OWNERSHIP DISCLOSURE OF K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN RENEWAL, LLC

- K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC is wholly owned by K. Hovnanian Holdings NJ, LLC.
- K. Hovnanian Northeast Division, Inc. is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Holdings NJ, LLC.
- Hovnanian Enterprises, Inc. is the only person or entity that owns more than ten (10%) percent of K. Hovnanian Northeast Division, Inc.
- Hovnanian Enterprises, Inc. is a publicly traded company and no person or entity owns more than ten (10%) percent of its stock.

**K. HOVNANIAN'S DELTA AT ASBURY PARK URBAN
RENEWAL, LLC**

 11-15-24

Carl W. Erler, Division Counsel

OFFICERS DISCLOSURE OF K. HOVNANIAN’S DELTA AT ASBURY PARK URBAN RENEWAL, LLC

- The Officers of K. Hovnanian’s Delta at Asbury Park Urban Renewal, LLC are as follows:

<u>Name</u>	<u>Title</u>
Michael Wyatt	Group President
Michael Weisslitz	Division President
Michael Marlovits	Vice President – Group Controller
Kenneth Mahieu	Vice President and Chief Legal Counsel
Carl Erler	Division Counsel
Jonathan Fisher	SVP, Land Acquisition – East Group
Tracy Siebold	Area Counsel
Shirleen Roberts	Area Counsel
Mark Warshauer	Legal Counsel

K. HOVNANIAN’S DELTA AT ASBURY PARK URBAN
RENEWAL, LLC

 11-15-24

Carl W. Erler, Division Counsel

EXHIBIT E
DRAFT FINANCIAL AGREEMENT AND
SPECIAL ASSESSMENT AGREEMENT

(Exhibit E Intentionally Omitted)

EXHIBIT 2
Ordinance

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)



**Asbury Park, New Jersey
ORDINANCE NO. 2025-__**

**ORDINANCE OF THE CITY OF ASBURY PARK AUTHORIZING THE EXECUTION
OF A FINANCIAL AGREEMENT WITH K. HOVNANIAN'S DELTA AT ASBURY
PARK URBAN RENEWAL, LLC CONCERNING PROPERTY LOCATED AT BLOCK
4306, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 ON THE CITY TAX MAP WITHIN THE ASBURY
PARK WATERFRONT REDEVELOPMENT AREA AND GRANTING A TAX
EXEMPTION**

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Act") authorizes municipalities to determine whether certain parcels of land in the municipality qualify as areas "in need of redevelopment"; and

WHEREAS, the Act confers certain contract, planning, and financial powers upon a Redevelopment Entity, as that term is defined in the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey, has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the "Asbury Park Waterfront Redevelopment Plan (Plan IV)" (as amended and supplemented from time to time, the "Redevelopment Plan") with respect to the "Asbury Park Waterfront Redevelopment Area," as defined in the Redevelopment Plan (the "Redevelopment Area"); and

WHEREAS, pursuant to the Act, including Section 8 thereof (N.J.S.A. 40A:12A-8), a municipality is permitted to contract with a redeveloper to undertake redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and Asbury Partners, LLC (the "Master Developer") entered into that certain "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002 (as the same has been amended and supplemented in accordance with its terms, the "Redeveloper Agreement"); and

WHEREAS, as a result of the world-wide financial issues (the "2008 Financial Crisis") occurring in or about 2008, the predecessor entity to Star Holdings, LLC, iStar Financial Inc. as lender to Master Developer, foreclosed on a pledge of the membership interests of Master Developer, thereby succeeding to ownership of such membership interests in the Master Developer; and

WHEREAS, the Master Developer entered into a Subsequent Developer Agreement with APW Redeveloper, LLC, on August 27, 2024, pursuant to which APW Redeveloper, LLC assumed certain rights and obligations of the Master Developer with regard to the Property (as defined herein); and

WHEREAS, APW Redeveloper, LLC thereafter assigned its rights, duties and obligations under the Subsequent Developer Agreement to K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC (the "Entity"); and

WHEREAS, in accordance with the Redeveloper Agreement and the Redevelopment Plan, the Entity intends to develop and construct a residential housing project consisting of six (6) buildings with a total of forty-five (45) for-sale townhomes, each containing four (4) bedrooms, a one (1) or two (2) car parking garage and driveway, along with related site improvements (the "Project"), on the property identified as Block 4306, Lots 1, 2, 3, 4, 5, 6, 7, and 8 (the "Property") located within the Redevelopment Area (the "Land"); and

WHEREAS, the Entity has been qualified by the State of New Jersey to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "LTTE Law"), and was created for the development, operation and maintenance of the Project; and

WHEREAS, in order to improve the feasibility of the construction, operation and maintenance of the Project, the Entity made application to the City, dated February 28, 2024, requesting a long term tax exemption and financial agreement with respect to the Project (the "Application") pursuant to the LTTE Law, which Application is on file with the City Clerk; and

WHEREAS, the Entity has represented to the City that the Project would not be feasible in its intended scope but for the provision of financial assistance by the City; and

WHEREAS, after review of the Application, the City Manager recommended that the Application be approved on such terms as set forth in a proposed form of financial agreement (the "Financial Agreement") substantially in the form attached hereto as Exhibit A, and by this reference incorporated herein, as may be modified in consultation with counsel as set forth herein, and

WHEREAS, the City Council has reviewed the Application and the terms of the Financial Agreement, and wishes to approve the Application on such terms, subject to the designation of the Entity as a Subsequent Developer, as such term is defined in the Redeveloper Agreement, and the execution of an agreement with the Entity as a Subsequent Developer in accordance with the Redeveloper Agreement, which is expected to occur simultaneously herewith; and

WHEREAS, the City hereby finds that the relevant benefits of the Project to the redevelopment of the Redevelopment Area outweigh the costs, if any, associated with the tax exemption, and in fact increase City revenues over current levels by granting the long term tax exemption for the Project, which relevant benefits are further described in the Application and the Financial Agreement; and

WHEREAS, the City hereby determines that the assistance provided to the Project pursuant to the Financial Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the City Council of the City of Asbury Park, in the County of Monmouth, State of New Jersey as follows:

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

2. EXECUTION OF FINANCIAL AGREEMENT AUTHORIZED. (a) The Mayor is hereby authorized and directed to execute the Financial Agreement, substantially in the form as it has been presented to the City Council, and attached hereto as Exhibit A, subject to additions, deletions, modifications, or revisions deemed necessary and appropriate in consultation with counsel. (b) The Clerk of the City is hereby authorized and directed, upon the execution of the Financial Agreement in accordance with the terms of Section II (a) hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed to affix the corporate seal of the City upon such document. (c) The City Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the City. In accordance with P.L. 2015, c. 247, within ten calendar days following the later of the effective date of this Ordinance or the execution of the Financial Agreement by the Entity, the City Clerk also shall transmit a certified copy of this Ordinance and the Financial Agreement to the chief financial officer of Monmouth County and to the Monmouth County Counsel for informational purposes.

3. SEVERABILITY. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

4. ACTION REGARDING FINANCIAL AGREEMENT. The Mayor is hereby authorized and directed to determine all matters and terms in connection with the Financial Agreement (including, without limitation, any adjustments to the estimated sale prices contained therein, or exhibits relating to the final pricing of the RABs, in either case contained therein, whether such adjustments are set forth in the Financial Agreement when executed or added by subsequent addendum, amendment or supplement, the execution and delivery of which is hereby authorized), all in consultation with the counsel to the City, and the manual or facsimile signature of the Mayor upon any documents shall be conclusive as to all such determinations. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk and any other City official, officer or professional, including but not limited to, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, redevelopment counsel, bond counsel, the financial advisor and the auditor to the City, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

5. AVAILABILITY OF THE ORDINANCE. A copy of this Ordinance shall be available for public inspection at the offices of the City.

6. EFFECTIVE DATE. This Ordinance shall take effect according to law.

I, LISA ESPOSITO, 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 ORDINANCE NO. _____ which was finally adopted by the City Council at a meeting held on the ____ day of _____, 2025

LISA ESPOSITO
CITY CLERK

EXHIBIT 3
Certificates of the Entity

Attachment: FA Final- with Exhibits (00468368xE471A) (2025-3 : Financial Agreement The Delta Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8)



**Asbury Park, New Jersey
ORDINANCE NO. 2025-4**

ORDINANCE AMENDING THE REDEVELOPMENT PLAN FOR 1001 FIRST AVENUE CITY OF ASBURY PARK, MONMOUTH COUNTY, BLOCK: 401, LOTS: 10, 11,12, AND 13

WHEREAS, on March 14, 2018 the Mayor and City Council adopted Ordinance No. 2018-8; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A 40A:12A-1 et. seq.*, the “Act”) the Ordinance adopted a plan (the “1001 First Avenue Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “1001 First Avenue Redevelopment Area” or the ‘Area’); and

WHEREAS, the City wishes to revisit and amend the redevelopment plan in order to encourage redevelopment of a vacant and underutilized property with inclusionary housing; and

NOW, THEREFORE, BE AND IT ORDAINED by the Mayor and Council of the City of Asbury Park as follows:

SECTION 1. The following language shall be amended within the plan (additions are shown as **thus**; deletions are shown as ~~thus~~) in addition to Appendix A attached herein:

Page 10 through 13 of the 1001 First Avenue Redevelopment Plan, Section 13. Land Use Requirements, the following language shall be amended:

Permitted **Principal** Uses:

Ground Floor:

Retail

Restaurant

Service

Office

~~Residential – not to exceed 30% of ground floor area~~

Residential amenity space

Parking

Second to Fifth Floor:

Residential - Maximum number of residential units: ~~80~~ **104**

Residential Amenity space

Permitted Accessory Uses

Parking

Recreation/Open Space

~~Dog Run~~~~Pool~~~~Outdoor storage shed~~Home Occupation~~Outdoor Dining~~

Other uses incidental and customarily associated with the principal uses

Bulk Requirements:

MINIMUM LOT AREA: 50,000 SF

MAXIMUM DENSITY PERMITTED: ~~65 dwelling units per acre~~ 104 units, including affordable housing units

FRONT YARD SETBACK:

Ground Floor and Second floor:

Minimum setback to 1st Avenue: 24.6 feetMinimum setback to 2nd Avenue: 15 feet~~Maximum~~ Minimum setback to Langford Street: 5 feet~~Maximum setback if there is a restaurant on the ground floor; 10 feet~~

Third to Fourth Floors (from property line):

~~Minimum: 9 feet~~Minimum setback to 1st Avenue: 24.6 feetMinimum setback to 2nd Avenue: 15 feetMinimum setback to Langford Street: 9 feetFifth Floor (from property line):Minimum: 30 feet (excluding elevator and stair bulkheads)

Rear Yard Setback:

20 feet (applies to all interior lot lines)

Maximum Height:

55 feet, 5 stories excluding penthouse mechanicals and elevator and stair bulkheads.

Minimum Floor to Ceiling Height~~GROUND FLOOR: 12FT~~~~3-5th floors: 9.5FT~~

Maximum building coverage

~~65%~~ 80%

Maximum lot coverage **~~75%~~90%**

• • • • •

Design Requirements:

All buildings shall be constructed of high quality materials. Masonry and fiber cement panels/boards shall be the dominant materials. Synthetic stucco (ie EIFS, STO) and vinyl siding are prohibited. Cement stucco can only be used for accents and cannot be more than 10% of the façade. All facades that are visible to any public R-O-W shall be of primary materials.

~~Ground floor commercial uses shall have a minimum 70% glass. Glass shall be transparent. Blank walls on the primary facades shall be discouraged.~~

Parking garages that front a street shall be enclosed and complement the primary façade ~~and retail store fronts~~. Large expanses of blank walls where a parking garage may front the street shall have artwork, greenery or glass. Openings that may be necessary for ventilation shall have decorative grill work, but cannot occupy more than 30% of a primary facade.

Site layout and design shall be substantially consistent with the Concept Plan provided in Appendix A to this Redevelopment Plan, unless otherwise provided herein.

The exterior architectural design shall be substantially consistent with the Concept Building Elevations in Appendix B to this Redevelopment Plan, unless otherwise provided herein.

The primary building entrance for pedestrians shall face 2nd Avenue.

The primary building entrance for vehicles shall face 1st Avenue.

Building materials and architectural details on all sides of each building need not be identical, but shall be unified in overall appearance through finish, materials, details, and architectural design.

Pedestrian friendly building design and on-site furnishings (outdoor tables, benches, bicycle racks, etc.) shall be provided at the discretion of the Planning Board and need not be consistent with the Concept Plan provided in Appendix A.

Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a public right-of-way, adjacent lots, and pedestrian corridors shall be screened with solid materials. Screening shall be constructed of the same or complementary material as the building.

Private and common exterior amenity space, including but not limited to private decks and shared outdoor rooftop areas, shall not be located along the rear of the building.

• • • •

Landscaping Requirements:

...

Landscape need not be substantially consistent with the Concept Plan provided in Appendix A.

A planted buffer of not less than 5 feet in width, as well as a solid wood fence, shall be provided where the property abuts a residential lot. The design of the buffer, including plantings, fence location and design (provided said fence does not exceed 6 feet in height) shall be at the discretion of the Planning Board.

Sustainability Requirements:

....

5. A maximum of two (2) electric car charging stations. The site shall be compliant with the State's required provision of electric vehicle charging parking spaces and make-ready charging parking spaces (P.L. 2021, c. 171).

SECTION 2. (additions are shown as **thus**; deletions are shown as **~~thus~~**)

Page 13 of the 1001 First Avenue Redevelopment Plan, Section 14. Affordability Requirement, the following language shall be amended:

~~A minimum of 20% of all units shall be deed restricted affordable units meeting the affordability standards of the most recent New Jersey Department of Community Affairs Affordable Housing Regional Income Limits for Monmouth County. There shall be a mix of low and moderate units. Exact unit distributions shall be determined by municipal council and shall be memorialized in the redeveloper's agreement. All units shall have affordability controls as determined by the Council on Affordable Housing (COAH) in order to be counted toward any municipal affordability requirement.~~

1. The affordable housing set-aside shall be not less than twenty percent (20%). Affordable housing units shall be developed in compliance with the City's affordable housing ordinance, Chapter 31 of the municipal code, and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-21), including 13% of the affordable units being restricted to very low income housing units.
2. All affordable housing units shall be "family" units, defined as not being limited to any particular population (i.e., senior or special needs).
3. Affordable housing units shall be distributed throughout the building.

4. All affordable housing units shall have one (1) or more windows in each bedroom and one (1) or more windows in the living or dining space of the unit.
5. The average size of each affordable housing unit bedroom type (efficiencies, 1-bedroom units, 2-bedroom units, 3-bedroom units) shall be the smaller of the following: the average interior unit size of the market units of the same bedroom type in the project or 550 square feet for efficiencies, 650 square feet for one bedroom, 875 square feet for two bedrooms, 1,150 square feet for three bedrooms, and 1,250 square feet for four bedrooms.

SECTION 2. That the applicable provisions contained within the attached Redevelopment Plan shall supersede the existing Land Use Development Regulations governing the Property, and the Official Zoning Map of the City is hereby amended accordingly.

SECTION 3. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

SECTION 4. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

SECTION 5. That this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, LISA ESPOSITO, 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 ORDINANCE NO. 2025-4 which was finally adopted by the City Council at a meeting held on the 29th day of January, 2025

LISA ESPOSITO
CITY CLERK

APPROVING AND ADOPTING AN AMENDMENT TO THE 1001 FIRST AVENUE
REDEVELOPMENT PLAN

WHEREAS, on March 14, 2018 the Mayor and City Council adopted Ordinance No. 2018-8; and

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A* 40A:12A-1 *et. seq.*, the “Act”) the Ordinance adopted a plan (the “1001 First Avenue Redevelopment Plan” or the “Plan”) for the redevelopment of an area (the “1001 First Avenue Redevelopment Area” or the ‘Area”); and

WHEREAS, the City wishes to revisit and amend the redevelopment plan in order to encourage redevelopment of a vacant and underutilized property with inclusionary housing; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Asbury Park as follows:

SECTION 1. (additions are shown as thus; deletions are shown as ~~thus~~)

Page 10 through 13 of the 1001 First Avenue Redevelopment Plan, Section 13. Land Use Requirements, the following language shall be amended:

Permitted ~~Principal~~ Uses:

Ground Floor:

Retail

Restaurant

Service

Office

Residential—~~not to exceed 30% of ground floor area~~

Residential amenity space

Parking

Second to Fifth Floor:

Residential – Maximum number of residential units: ~~80~~ **104**

Residential Amenity space

Permitted Accessory Uses

Parking

Recreation/Open Space

~~Dog Run~~

~~Pool~~

~~Outdoor storage shed~~

Home Occupation

~~Outdoor Dining~~

Other uses incidental and customarily associated with the principal uses

Bulk Requirements:

MINIMUM LOT AREA: 50,000 SF

MAXIMUM DENSITY PERMITTED: ~~65 dwelling units per acre~~ 104 units, including affordable housing units

FRONT YARD SETBACK:

Ground Floor and Second floor:

Minimum setback to 1st Avenue: 24.6 feet

Minimum setback to 2nd Avenue: 15 feet

~~Maximum~~ Minimum setback to Langford Street: 5 feet

~~Maximum setback if there is a restaurant on the ground floor; 10 feet~~

Third to Fourth Floors (from property line):

~~Minimum: 9 feet~~

Minimum setback to 1st Avenue: 24.6 feet

Minimum setback to 2nd Avenue: 15 feet

Minimum setback to Langford Street: 9 feet

Fifth Floor (from property line):

Minimum: 30 feet (excluding elevator and stair bulkheads)

Rear Yard Setback:

20 feet (applies to all interior lot lines)

Maximum Height:

55 feet, 5 stories excluding penthouse mechanicals and elevator and stair bulkheads.

~~Minimum Floor to Ceiling Height~~

~~GROUND FLOOR: 12FT~~

~~3-5th floors: 9.5FT~~

Maximum building coverage

~~65%~~ 80%

Maximum lot coverage

~~75%~~ 90%

.....

Design Requirements:

All buildings shall be constructed of high quality materials. Masonry and fiber cement panels/boards shall be the dominant materials. Synthetic stucco (ie EIFS, STO) and vinyl siding

are prohibited. Cement stucco can only be used for accents and cannot be more than 10% of the façade. All facades that are visible to any public R-O-W shall be of primary materials.

~~Ground floor commercial uses shall have a minimum 70% glass. Glass shall be transparent. Blank walls on the primary facades shall be discouraged.~~

Parking garages that front a street shall be enclosed and complement the primary façade ~~and retail store fronts~~. Large expanses of blank walls where a parking garage may front the street shall have artwork, greenery or glass. Openings that may be necessary for ventilation shall have decorative grill work, but cannot occupy more than 30% of a primary facade.

Site layout and design shall be substantially consistent with the Concept Plan provided in Appendix A to this Redevelopment Plan, unless otherwise provided herein.

The exterior architectural design shall be substantially consistent with the Concept Building Elevations in Appendix B to this Redevelopment Plan, unless otherwise provided herein.

The primary building entrance for pedestrians shall face 2nd Avenue.

The primary building entrance for vehicles shall face 1st Avenue.

Building materials and architectural details on all sides of each building need not be identical, but shall be unified in overall appearance through finish, materials, details, and architectural design.

Pedestrian friendly building design and on-site furnishings (outdoor tables, benches, bicycle racks, etc.) shall be provided at the discretion of the Planning Board and need not be consistent with the Concept Plan provided in Appendix A.

Rooftop equipment such as mechanical units, vents, and flues shall be located centrally on the building roof, to the extent practicable. Any equipment visible from a public right-of-way, adjacent lots, and pedestrian corridors shall be screened with solid materials. Screening shall be constructed of the same or complementary material as the building.

Private and common exterior amenity space, including but not limited to private decks and shared outdoor rooftop areas, shall not be located along the rear of the building.

....

Landscaping Requirements:

...

Landscape need not be substantially consistent with the Concept Plan provided in Appendix A.

A planted buffer of not less than 5 feet in width, as well as a solid wood fence, shall be provided where the property abuts a residential lot. The design of the buffer, including plantings, fence location and design (provided said fence does not exceed 6 feet in height) shall be at the discretion of the Planning Board.

Sustainability Requirements:

....

5. A maximum of two (2) electric car charging stations ~~The site shall be compliant with the State's required provision of electric vehicle charging parking spaces and make-ready charging parking spaces (P.L. 2021, c. 171).~~

SECTION 2. (additions are shown as **thus**; deletions are shown as **~~thus~~**)

Page 13 of the 1001 First Avenue Redevelopment Plan, Section 14. Affordability Requirement, the following language shall be amended:

~~A minimum of 20% of all units shall be deed restricted affordable units meeting the affordability standards of the most recent New Jersey Department of Community Affairs Affordable Housing Regional Income Limits for Monmouth County. There shall be a mix of low and moderate units. Exact unit distributions shall be determined by municipal council and shall be memorialized in the redeveloper's agreement. All units shall have affordability controls as determined by the Council on Affordable Housing (COAH) in order to be counted toward any municipal affordability requirement.~~

1. The affordable housing set-aside shall be not less than twenty percent (20%). Affordable housing units shall be developed in compliance with the City's affordable housing ordinance, Chapter 31 of the municipal code, and the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-21), including 13% of the affordable units being restricted to very low income housing units.
2. All affordable housing units shall be "family" units, defined as not being limited to any particular population (i.e., senior or special needs).
3. Affordable housing units shall be distributed throughout the building.
4. All affordable housing units shall have one (1) or more windows in each bedroom and one (1) or more windows in the living or dining space of the unit.
5. The average size of each affordable housing unit bedroom type (efficiencies, 1-bedroom units, 2-bedroom units, 3-bedroom units) shall be the smaller of the following: the average interior unit size of the market units of the same bedroom type in the project or 550 square feet for efficiencies, 650 square feet for one bedroom, 875 square feet for two bedrooms, 1,150 square feet for three bedrooms, and 1,250 square feet for four bedrooms.

APPENDIX A: CONCEPT PLAN

Bulk Requirements	Proposed
Minimum Lot Area:	56,968.93 sf
<u>Front Yard Setbacks</u>	
Ground & Second Floor:	Langford St: 5 ft First Ave: 24.6 ft Minimum Second Ave: 15 ft Minimum
Third & Fourth Floor:	Langford St: 9 ft Minimum First Ave: 24.6 ft Minimum Second Ave: 15 ft Minimum
Fifth Floor (Penthouse Level):	30 ft Minimum (Excluding Elevator & Stair Bulkheads)
<u>Rear Yard Setbacks</u>	
Applies To All Interior Lot Lines:	20 ft Min.
<u>Coverage</u>	
Building Coverage:	80% Maximum
Lot Coverage:	90% Maximum
<u>Recreation Space</u>	
Area:	1,500 sf Minimum
Parking Requirements	
Residential:	1.2 spaces per unit
SURROUNDING SITE REFERENCE:	
2ND AVE LOFTS	
• Roughly 14' - 0" Building Setback from Langford Street curb • Roughly 25' - 0" Building Setback from 2nd Avenue curb	

1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

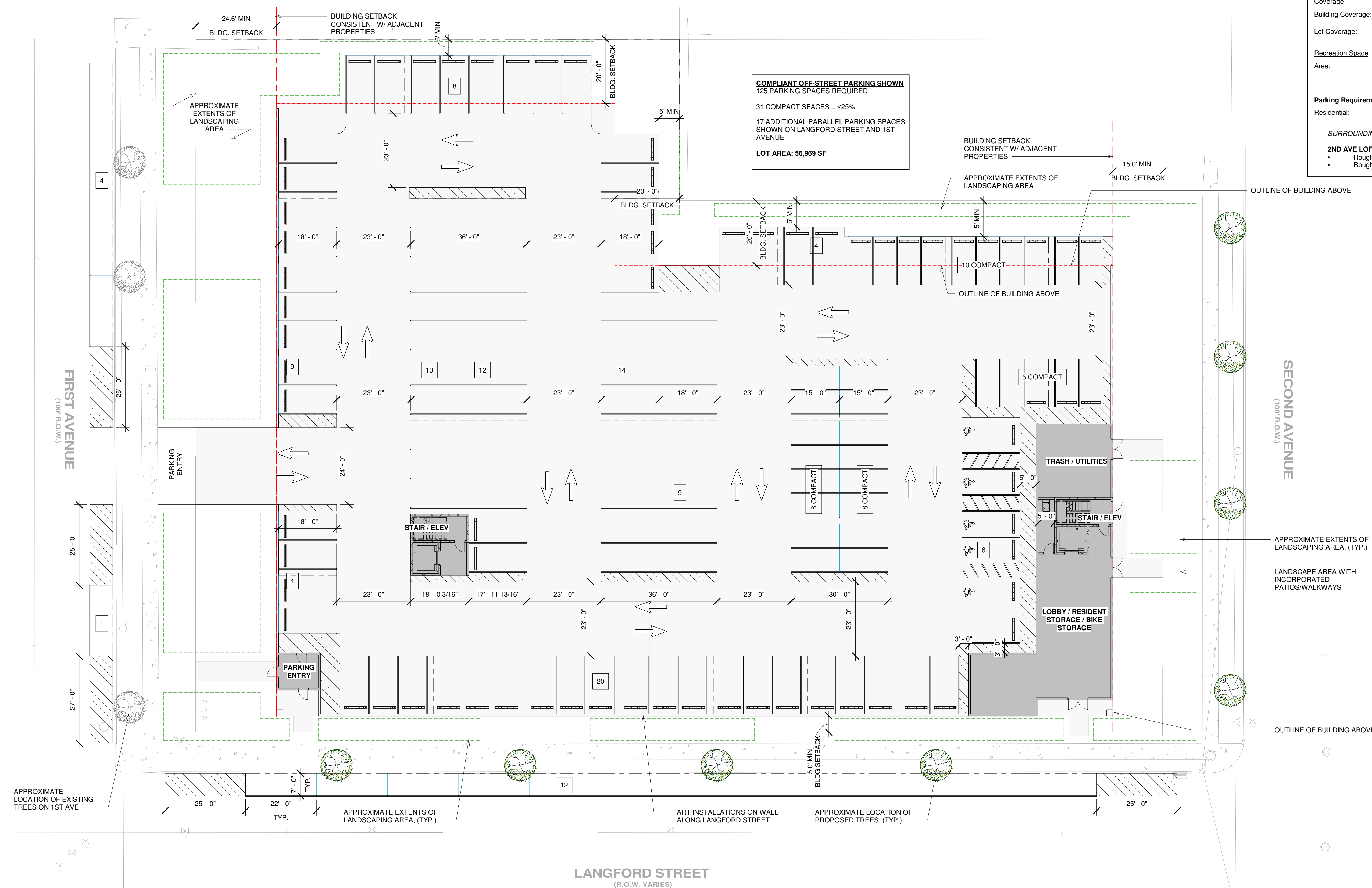
1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

[illegible]SCHEMATIC PLANS
GROUND FLOOR

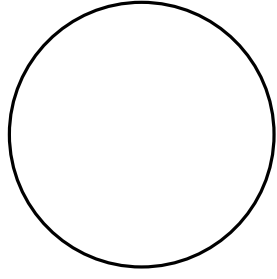
A-1

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CHECKED BY: DMC

Packet Pg. 510



1 GROUND FLOOR PLAN
1/16" = 1'-0"



DANIEL M. CONDATORE, RA
NJ License #21AJ01798000

1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

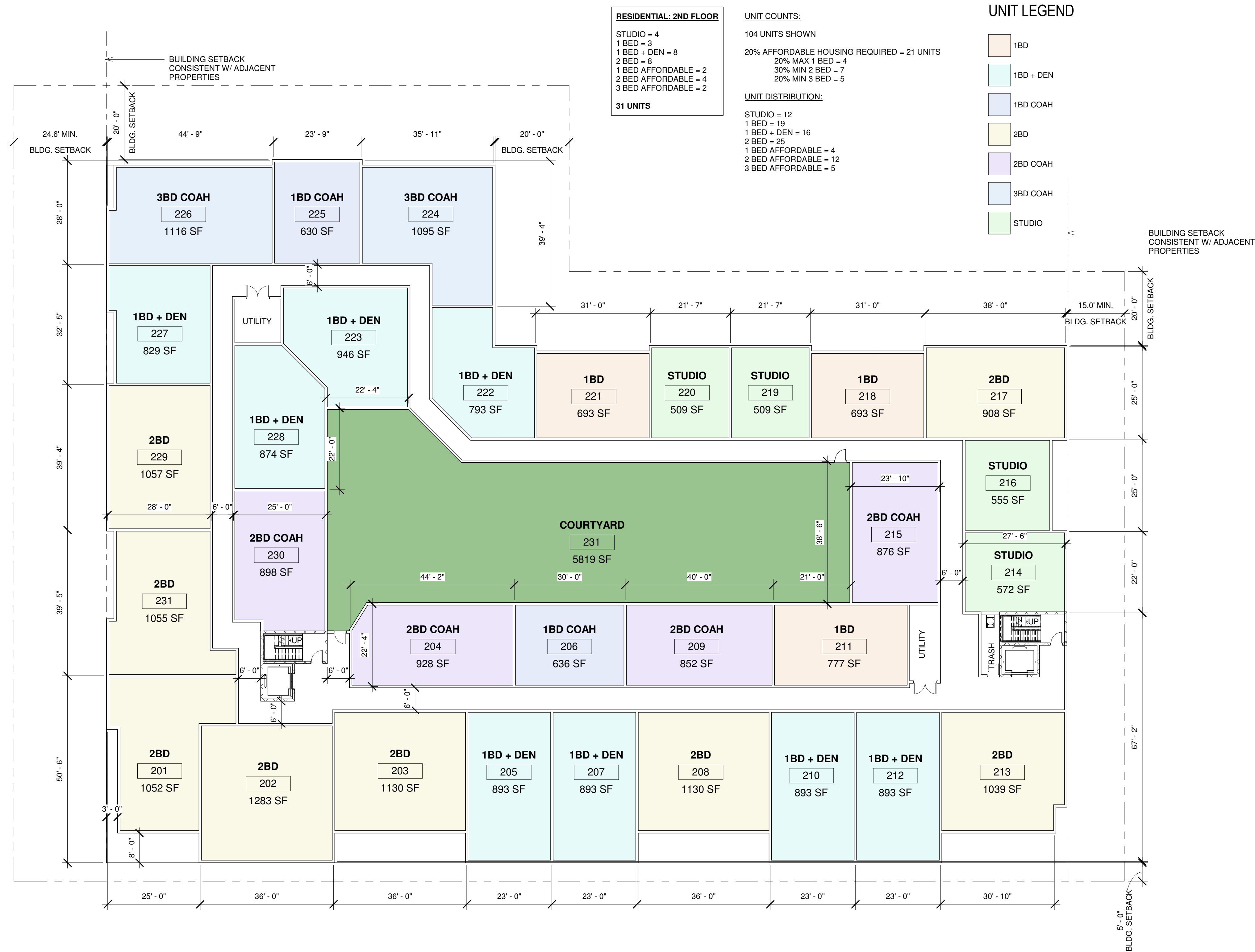
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ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

[illegible]SCHEMATIC PLANS -
2ND FLOOR

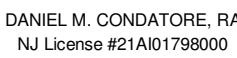
A-2

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Packet Pg. 511



② 2ND FLOOR PLAN
1/16" = 1'-0"



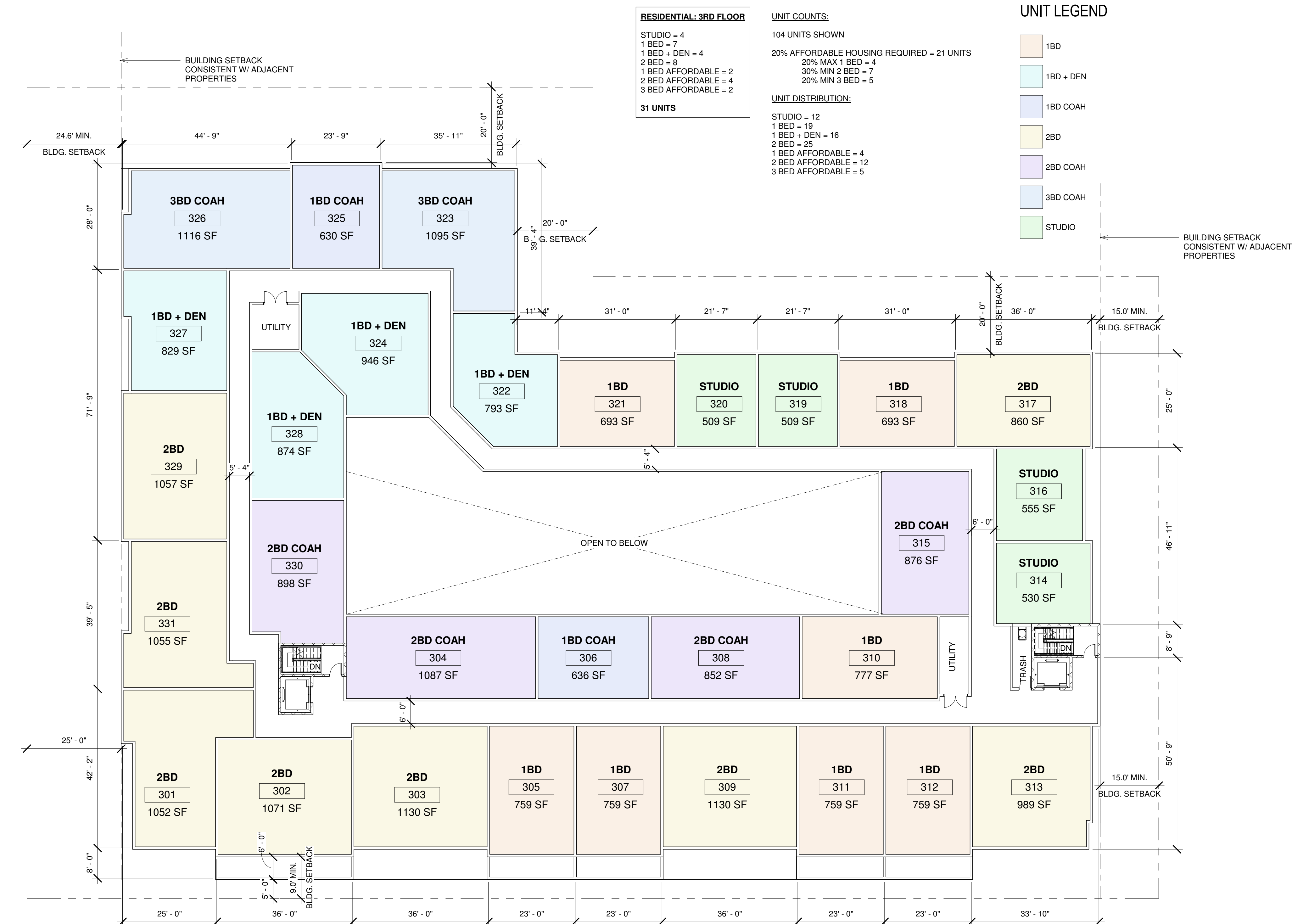
1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

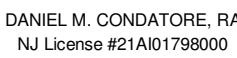
[illegible]SCHEMATIC PLANS -
3RD FLOOR

A-3

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① 3RD FLOOR PLAN
1/16" = 1'-0"



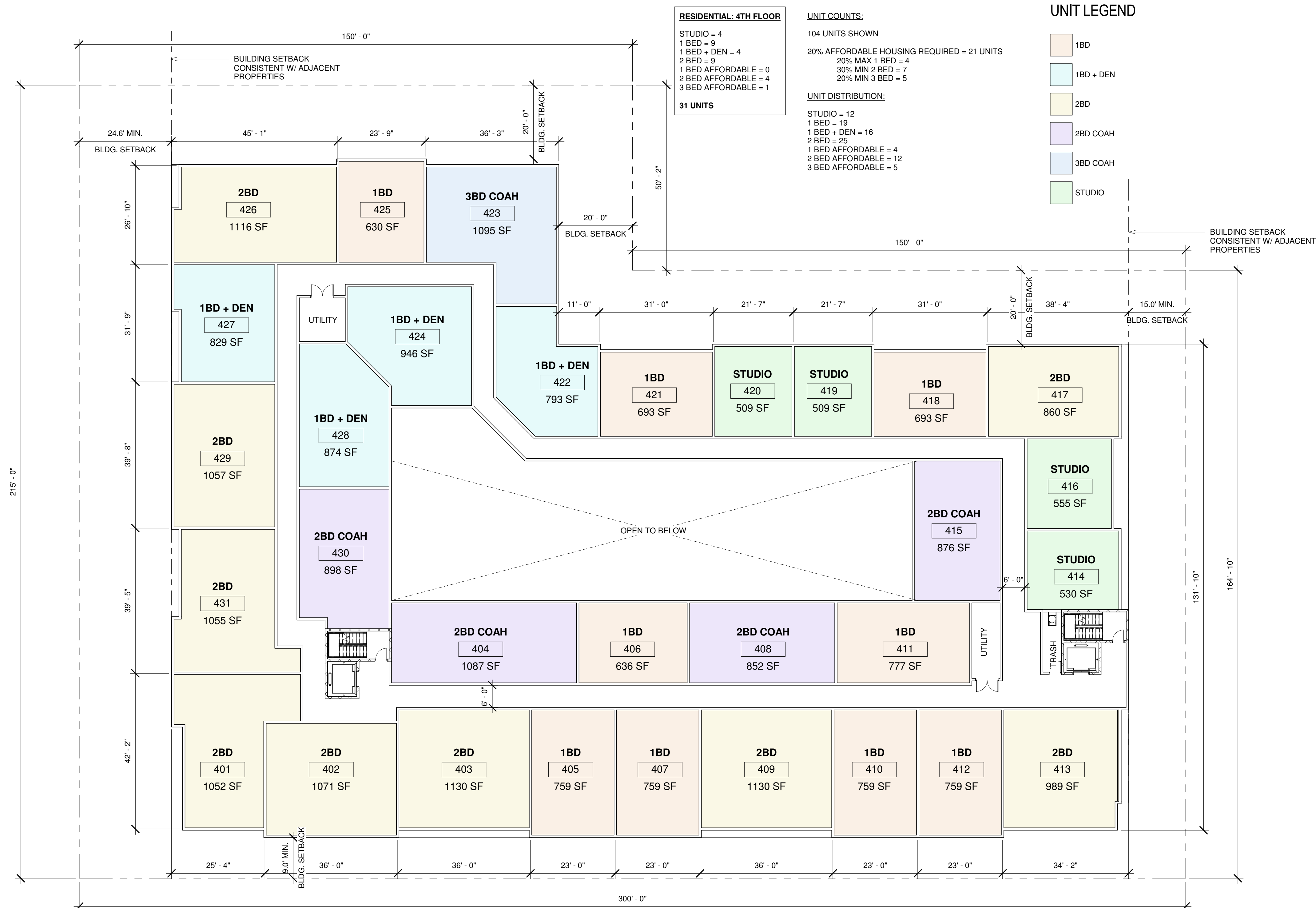
1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

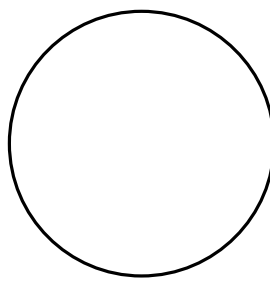
[illegible]SCHEMATIC PLANS -
4TH FLOOR

A-4

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① 4TH FLOOR PLAN
1/16" = 1'-0"



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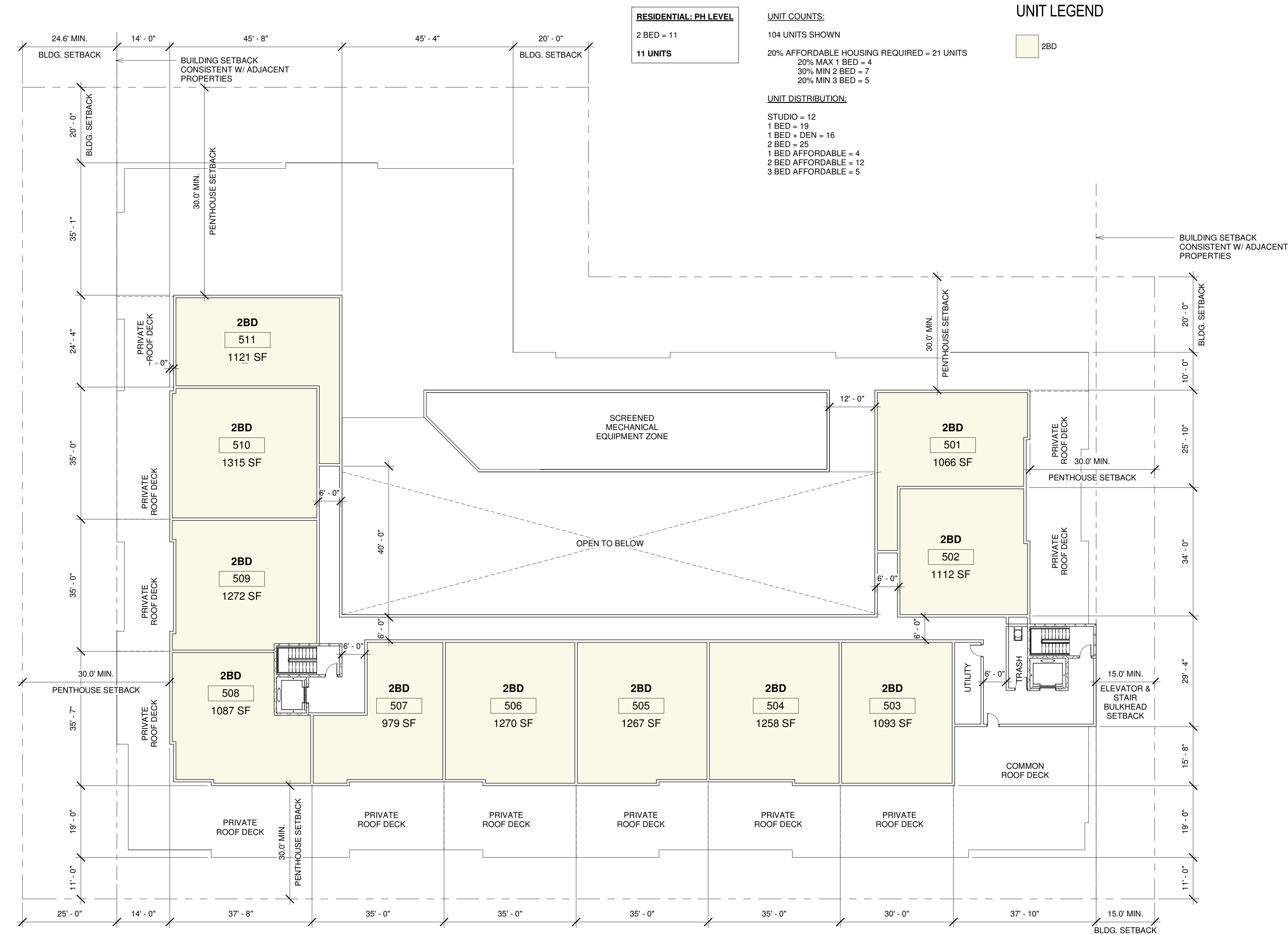
1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

[illegible]SCHEMATIC PLANS -
PENTHOUSE LEVEL

A-5

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1 PENTHOUSE FLOOR PLAN
1/16" = 1'-0"

RESIDENTIAL: PH LEVEL

2 BED = 11

11 UNITS

UNIT COUNTS:

104 UNITS SHOWN

20% AFFORDABLE HOUSING REQUIRED = 21 UNITS

20% MAX 1 BED = 4

30% MIN 2 BED = 7
30% MIN 3 BED = 6

20% MIN 3 BED = 3

UNIT DISTRIBUTION:

STUDIO = 12

1 BED = 19
1 BED = 19

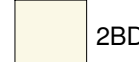
$$\begin{aligned} 1 \text{ BED} + \text{DEN} &= 16 \\ 2 \text{ BED} &= 25 \end{aligned}$$

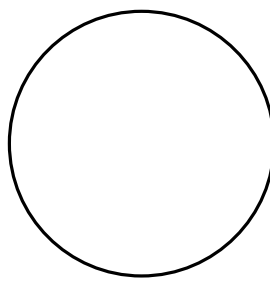
1 BED AFFORDABLE

2 BED AFFORDABLE = 12

3 BED AFFORDABLE = 5

UNIT LEGEND





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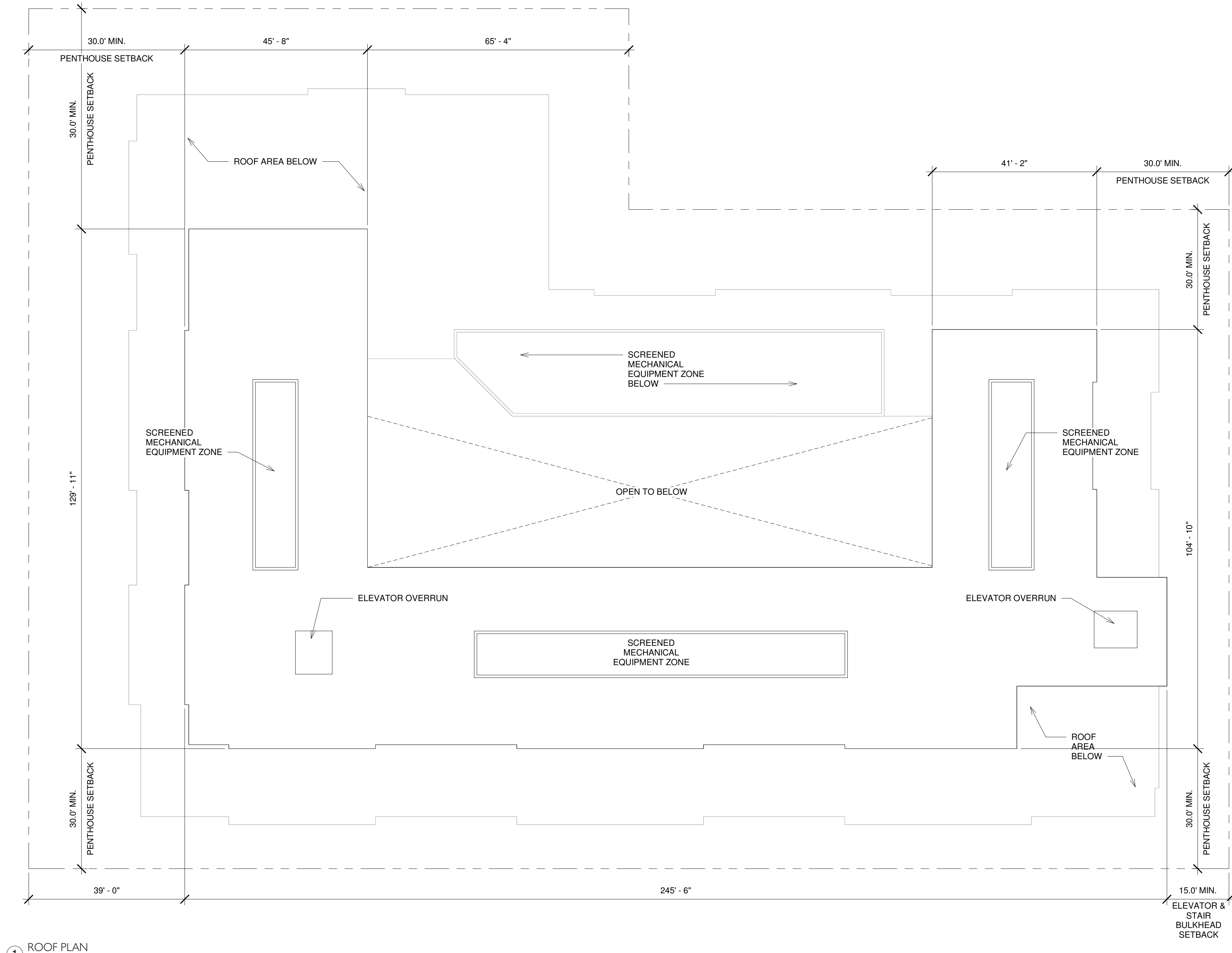
1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

[illegible]SCHEMATIC PLANS -
ROOF LEVEL

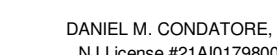
A-6

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1 ROOF PLAN
1/16" = 1'-0"

APPENDIX B: CONCEPT BUILDING RENDERINGS



1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

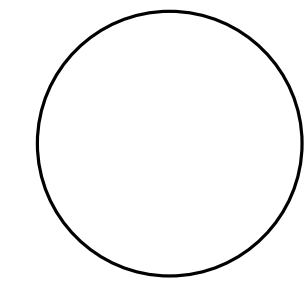
1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

[illegible]

RENDERING

R-1

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NJ License #21A01736000

1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10, 11, 12, 13

REVISIONS / ISSUES

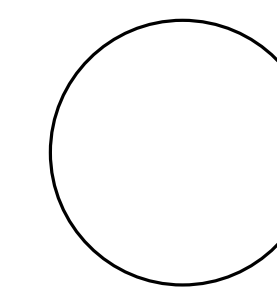
No.	Description	Date

RENDERING

R-2

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CHECKED BY: DMC





DANIEL M. CONDATORE,
N.J. License #21A0179800

1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10, 11, 12, 13

[illegible]

RENDERING

R-3

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DANIEL M. CONDATORE, RA
N.J. License #214101798000

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

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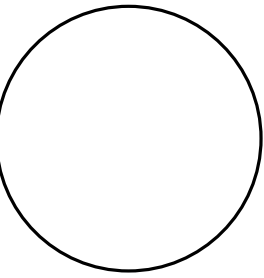
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CHECKED BY: DMC



mode
ARCHITECTS

621 LAKE AVE #2A, ASBURY PARK, NEW JERSEY 07712
1-732-800-1958 | 1-732-279-4491
www.mode-arch.com



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NJ License #21A01738000

1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10, 11, 12, 13

REVISIONS / ISSUES

No.	Description	Date

RENDERING

R-5

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1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10,11,12,13

[illegible]

RENDERING

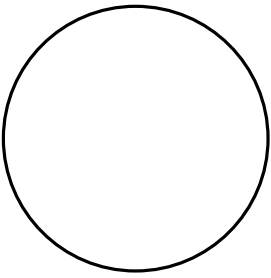
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DRAWN BY: Author
CHECKED BY: DMC



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1-732-800-1988 | 1-732-279-4491
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NJ License #21A01738000

1001 FIRST AVENUE
PROPOSED MULTIFAMILY DEVELOPMENT

1001 FIRST AVENUE
ASBURY PARK, NJ 07712
BLOCK: 401, LOTS: 10, 11, 12, 13

REVISIONS / ISSUES

No.	Description	Date

RENDERING

R-7

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Redevelopment Plan for

1001 FIRST AVENUE
CITY OF ASBURY PARK
MONMOUTH COUNTY
BLOCK: 401, LOTS: 10, 11,12, and 13

Date of Adoption: March 14, 2018

March 14, 2018

**Municipal Council**

Mayor John Moor
Deputy Mayor Amy Quinn
Councilwoman Eileen Chapman
Councilwoman Yvonne Clayton
Councilman Jesse Kendell

Planning Board

Herb Fehrenbach, Chairperson
Sara Anne Towery, Vice chairperson
Yvonne Clayton
Jim Henry
Barbara Krzak
Rick Lambert
John Moor
Anthony Perillo
Trudy Syphax
Alexis Taylor

Michael Capabianco, City Manager

Michele Alonso, PP, AICP, Director of Planning and Redevelopment

March 14, 2018

1. Introduction

1001 First Avenue, Block 401, Lots 10, 11, 12, and 13 (the “First Avenue Property” or the “Site” or the “Redevelopment Area”) located in the City of Asbury Park has been a vacant lot for more than 20 years . The Site is the former home to Finks Plastics. It is also a contaminated site per New Jersey Department of Environmental Protection.

Not only is there a desire to redevelop the Site to take away a blight from the neighborhood, but it also has the ability to add affordable housing to the City.

2. REHABILITATION DESIGNATION, CRITERIA & PURPOSE

Rehabilitation is commonly recognized as a process governed by the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.)(“the Law”) that is undertaken in accordance with a rehabilitation plan adopted by the municipality. The Law defines rehabilitation as “the repair, reconstruction or renovation of existing structures, with or without the introduction of new construction or the enlargement of existing structures, in any area that has been determined to be in need of rehabilitation or redevelopment, to eliminate substandard structural or housing conditions and arrest the deterioration of that area.” An area may be designated in need of rehabilitation by the local governing body if it is determined that the area exhibits any of the following conditions:

1. A significant portion of structures in the area is in deteriorated or substandard condition;
2. More than half of the housing stock in the delineated area is at least 50 years old;
3. There is a pattern of vacancy, abandonment or underutilization of properties in the area;
4. There is a persistent arrearage of property tax payments on properties in the area;
5. Environmental contamination is discouraging improvements and investment in properties in the area; or
6. A majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is need of repair or substantial maintenance.

The designation of an area in need of rehabilitation may cover a neighborhood, other delineated area or, at times, an entire municipality. The City of Asbury Park has had a city wide designation as an area in need of rehabilitation for over 40 years. Unlike the procedures for designating an Area in Need of Redevelopment, no public hearing is necessary for a rehabilitation designation. Similarly, eminent domain is not allowed for

March 14, 2018

properties in an area designated as in need of rehabilitation. Once an Area in Need of Rehabilitation is designated, the municipality may exercise the following powers:

1. Rehabilitation, repair and improvement of both residential and non-residential structures, done independently or as part of a redevelopment plan or project;
2. Redevelopment and the greater powers associated with the redevelopment designation (except for eminent domain) provided a redevelopment plan is adopted by ordinance for the area in need of rehabilitation; and
3. Tax abatements and exemptions, such as five-year property tax exemptions and abatements pursuant to the procedures and requirements of the Five-Year Exemptions and Abatement Law (N.J.S.A. 40A:21-1 et seq.).
4. In areas that have been designated as Areas in Need of Rehabilitation, municipalities can prepare Rehabilitation Plans and the Governing Body may adopt an Ordinance for that area. This Redevelopment Plan is adopted based on the designation of the entire City of Asbury Park as an area in need of rehabilitation.

2. REDEVELOPMENT PLAN OBJECTIVES AND RELATIONSHIP TO LOCAL OBJECTIVES

This Redevelopment Plan provides for the redevelopment of an underutilized parcel within the Redevelopment Area. It is envisioned that the redevelopment of the First Avenue Property will complement the existing neighborhood with respect to both the physical character of the redevelopment project and the uses to take place therein. The objectives of the Redevelopment Plan are as follows:

- Effectuate the redevelopment of an underutilized parcel of land that has been vacant for at least ten years and as such is detrimental to the public health, safety, and welfare;
- Transition the use of a property within the Redevelopment Area from a parcel that is vacant with respect to use to a parcel that enhances the City's tax base.
- Maximize the Redevelopment Area's proximity to Main Street to encourage local business patronage.
- Enhance community appearance and the visual environment by providing standards for good design within the Redevelopment Area;
- Ensure that any redevelopment project(s) within the Redevelopment Area provide adequate facilities including parking and resident amenities typical of high quality residential developments; and
- Provide for the redevelopment of the Redevelopment Area in a manner consistent with the Asbury Park Master Plan, Monmouth County Planning documents, and the State of New Jersey Development and Redevelopment Plan.

3. Duration of Development Plan

March 14, 2018

This Redevelopment Plan shall be in full force and effective for a period of thirty (30) years from the date of approval of this Plan by the City Council.

4. Amending the Redevelopment Plan

Upon compliance with the requirements of applicable law, the City Council of Asbury Park may amend, revise or modify this Plan, as circumstances make such changes appropriate.

An escrow deposit of \$3,000, which shall be used by the City to pay all professional costs associated with any amendments or modifications to the Plan, shall be required with a written request addressed to the city manager to revise the Plan. If the amendment request originates with the City's development offices, the fee and costs shall be waived. A request for an amendment does not guarantee that the Municipal staff, City Council or Planning Board will endorse the requested change to the plan.

5. Adverse Influence

No use or re-use shall be permitted, which when conducted under proper and adequate conditions and safeguards will provide corrosive, toxic or noxious fumes, glare, electromagnetic disturbances, radiation, smoke, cinders, odors, dust or waste, undue noise or vibrations or other objectionable features so as to be detrimental to the public health safety or general welfare.

6. Property to be Acquired

There is no property to be acquired within this Redevelopment Area

7. Affordable Housing Units

No affordable housing units are identified to be removed as part of the implementation of this Redevelopment Plan. Any affordable housing obligation incurred by a redeveloper shall be addressed through a Redeveloper Agreement.

8. Conveyance of Land

The Governing Body of the City of Asbury Park may sell, lease or otherwise convey to a redeveloper for redevelopment, subject to the restrictions, controls, and requirements of this Redevelopment Plan, all or any portion of the land within the Area, which becomes available for disposal by the municipality.

March 14, 2018

March 14, 2018

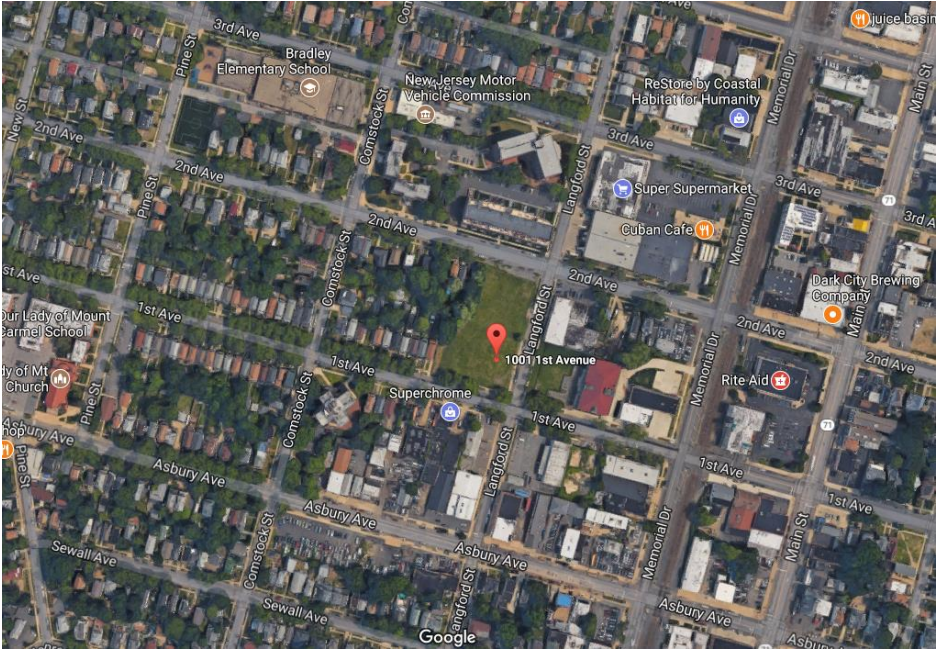
9. AGREEMENTS WITH REDEVELOPERS

Any and all redevelopers who wish to develop to the provisions of this plan shall enter into a redevelopment agreement with the governing body. The following restrictions and controls on redevelopment are statutorily imposed by the Local Redevelopment and Housing Law, in connection with the selection of a redeveloper or redevelopers and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations now or hereafter in force. The restrictions and restraints shall be implemented by appropriate covenants or other provisions in redeveloper agreements and/or disposition instruments.

- The redeveloper(s) will be obligated to carry out the specified improvements in accordance with the Redevelopment Area Plan.
- The redeveloper(s), its successors or assigns shall devote land within the Redevelopment Area to the uses specified in this Redevelopment Plan.
- The redeveloper(s) shall begin the development of said land for the use(s) required in this Redevelopment Plan within a period of time that the City Council fixes as reasonable.
- Until the redeveloper(s) completes construction of the improvements, the redeveloper(s) will not be permitted to sell, lease, or otherwise transfer or dispose of property within the Redevelopment Area without prior written consent of the City.
- No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the redeveloper(s), the City Council, or the successors, lessees, or assigns of either of them, by which land in the Redevelopment Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex or marital status.
- Neither the redeveloper(s) nor the City Council, nor the successors, lessees, or assigns shall discriminate upon the basis of race, creed, religion, ancestry, national origin, sex or marital status in the sale, lease or rental or in the use and occupancy of land or improvements erected or to be erected thereon, or any part therein.

March 14, 2018

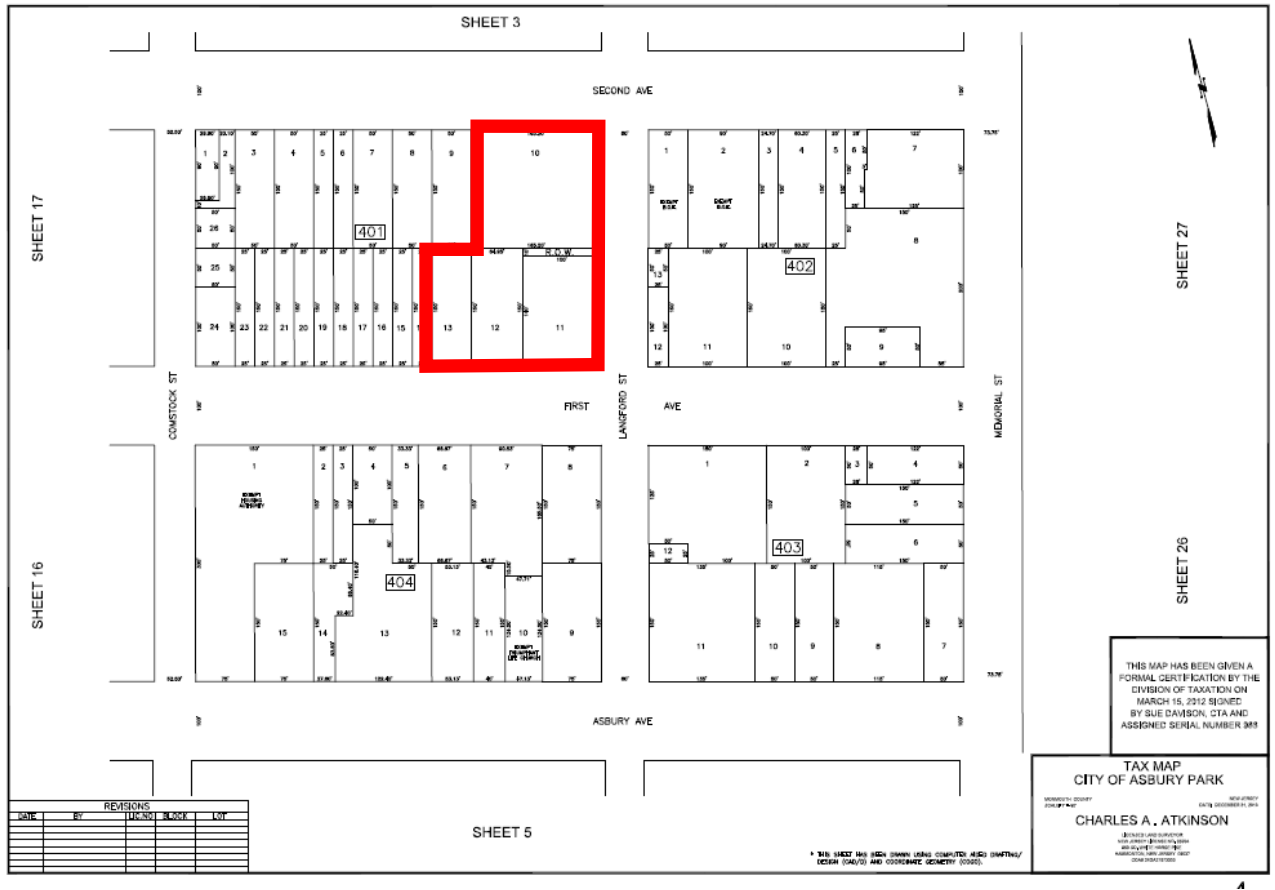
10. Area Map



The redevelopment area is located on 2nd Avenue, 3rd Avenue and Langford Street in the Northwest section of the City of Asbury Park. It is adjacent to the LI- Industrial District and the R-1 Residential District.

March 14, 2018

11. Location and Boundary Map



12. Implementation

The redevelopment area shall encompass only Block: 401, lots: 10,11,12, and13. This redevelopment plan is an overlay plan. This redevelopment plan only governs this parcel if the property owner and/or applicant shall develop a project that meets all the plan requirements without a variance or deviation. In addition, the applicant/owner must enter into a redeveloper's agreement with the municipal council. All other improvements proposed for the parcel shall following Chapter 30 –Zoning of the Asbury Park Zoning Ordinance.

March 14, 2018

13. Land Use Requirements

Permitted Principal Uses:

Ground floor:

Retail
 Restaurant
 Service
 Office
 Residential - not to exceed 30% of ground floor area

Second to Fifth Floor:

Residential -Maximum number of residential units: 80

Permitted Accessory Uses:

Parking
 Recreation/Open Space
 Dog run
 Pool
 Outdoor storage shed
 Outdoor Dining
 Other uses incidental and customarily associated with the principal uses

Bulk requirements:

MINIMUM LOT AREA: 50,000 SF

MAXIMUM DENSITY PERMITTED: 65 dwelling units per acre

FRONT YARD SETBACK:

Ground Floor and Second floor:

Minimum: 0 feet

Maximum: 5 feet

Maximum setback if there is a restaurant on the ground floor; 10 feet

Third to Fourth Floors (from property line):

Minimum: 9 feet

Fifth Floor:

Minimum: 30 feet

Rear Yard Setback: 20 feet (applies to all interior lot lines)

March 14, 2018

Maximum Height:

55 feet, 5 stories excluding penthouse mechanicals and elevator and stair bulkheads.

Minimum Floor to Ceiling Height

GROUND FLOOR: 12FT

3-5th floors: 9.5FT

Maximum building coverage

65%

Maximum lot coverage

80%

MINIMUM RECREATION AREA/OPEN SPACE: 1,500 SF (may include roof top areas)

Parking requirements:

Minimum number of parking spaces:

Up to 10,000 square feet of commercial space:

0 spaces

Over 10,000 total square feet of commercial space

1 space for every 3,000 square feet over 10,000 SF

Residential:

1.2 spaces per unit

Design Requirements:

All buildings shall be constructed of high quality materials. Masonry and fiber cement panels/boards shall be the dominant materials. Synthetic stucco (ie EIFS, STO) and vinyl siding are prohibited. Cement stucco can only be used for accents and cannot be more than 10% of the façade. All facades that are visible to any public R-O-W shall be of primary materials.

Ground floor commercial uses shall have a minimum 70% glass. Glass shall be transparent. Blank walls on the primary facades shall be discouraged.

Parking garages that front a street shall be enclosed and compliment the primary façade and retail store fronts. Large expanses of blank walls where a parking garage may front the street shall have artwork, greenery or glass. Openings that may be necessary for ventilation shall have decorative grill work, but cannot occupy more than 30% of a primary facade.

Lighting Requirements

March 14, 2018

All outdoor lighting should be coordinated as to style, material and color. Lighting throughout the site should overlap, creating an even level of illumination throughout the parking area. All exterior lighting shall be designed, located, installed and directed in such a manner as to prevent objectionable light at and across the property lines and to prevent glare at any location on or off the property.

Parking lots shall be illuminated with an average of no less than two tenths (0.2) foot-candle. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.

Illumination at property lines shall not exceed one-tenth (0.1) foot-candle, excluding public street rights-of-way.

Lighting shall be provided by fixtures with a mounting height not more than 20 feet or the height of the building, whichever is less, measured from the ground level to the center line of the light source, in parking lot areas and twelve (12) feet illuminating pedestrian walkways and residential areas outside of parking lots.

Pedestrian level lighting shall be used along any pedestrian walkways not illuminated by parking lot lighting. The minimum illumination of pedestrian areas shall be two tenths (0.2) foot-candle over the walkway surface, except that no illumination shall be required for trails and pathways in the passive recreation land use area. The ratio between maximum footcandles and average foot-candles shall be no greater than 20 to 1. 7.

In general, fixtures for general parking lot illumination shall be downcast luminaires, however, other fixture styles will be considered as part of the overall design of the redevelopment if the fixture does not produce glare.

Landscaping Requirements:

Landscaping plans shall be prepared by a licensed Landscape Architect. All open space shall be landscaped with a mix of shrubs, trees, groundcover and natural grasses.

Sustainability Requirements:

1. All buildings or principal structures to be developed within the area shall demonstrate 20% improvement in energy efficiency of the building envelope, with respect to duct work insulation for mechanical systems, over ASHRAE 90.1 2007 or the most recently adopted energy standards by NJ Department of Energy.
2. All new construction shall utilize only Energy Star rated appliances or better.
3. Sustainable roof top: may be Green roof, Blue roof, Solar panel roof, or a combination of at least 50% either Green, or Solar, with White/Cool roof remainder

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4. Reservation of 5% total units or four (4) parking spaces for the hourly rental of cars (such as Zip Cars, Hertz on Demand, or comparable service).
5. A maximum of two (2) electric car charging stations.
6. Energy Star rating of 75 or higher for entire building
7. Use of rain gardens and/or swales in surface landscaping design and stormwater retention plan.

14. Affordability Requirement

A minimum of 20% of all units shall be deed restricted affordable units meeting the affordability standards of the most recent New Jersey Department of Community Affairs Affordable Housing Regional Income Limits for Monmouth County. There shall be a mix of low and moderate units. Exact unit distributions shall be determined by municipal council and shall be memorialized in the redeveloper's agreement. All units shall have affordability controls as determined by the Council on Affordable Housing (COAH) in order to be counted toward any municipal affordability requirement.

15. RELATIONSHIP TO LOCAL OBJECTIVES & MUNICIPAL DEVELOPMENT REGULATIONS

The Local Redevelopment and Housing Law requires that a Redevelopment Plan show any significant relationship to the master plans of contiguous municipalities, the county master plan, and the State Development and Redevelopment Plan.

Compliance with Municipal Master Plan

The Standards outlined within this Plan are consistent with the adopted Master Plan of the City of Asbury Park. A Master Plan Reexamination Report for was adopted by the Asbury Park Planning Board on December 11, 2017. This redevelopment plan is consistent with the Planning Goals of the Master Plan Reexamination Report as found in Section 5.0 Visions and Recommendations, specifically:

5.1.2.2 – Provide for a variety of housing types for all income levels throughout the City. This redevelopment plan will not result in the removal of any affordable housing units. Further, the redevelopment plan requires that at least 20% of the units to be constructed shall be affordable and that there shall be a mix of low and moderate income units.

5.1.2.4 – Redevelop and/or revitalize the Waterfront Redevelopment Area, Central Business District, Springwood Avenue other redevelopment areas, along with scattered site redevelopment areas throughout the City. This redevelopment

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plan addresses a scattered site redevelopment area that was formerly an industrial facility and is now a vacant underutilized site negatively affecting the surrounding residential neighborhood.

5.1.2.17 – Promote sustainability that reinforces and advances the City’s character and reduces the environmental footprint of existing and future development and redevelopment. This redevelopment plan requires compliance with sustainability standards as outline in the Land Use section of this redevelopment Plan.

This redevelopment plan is also consistent with various Land Use Objectives of the Master Plan Reexamination Report.

5.2.1.8 – Continue to encourage new retail commercial and mixed-use development consistent with the City’s redevelopment plans. This redevelopment plan provides for mixed use development, including ground floor retail and other commercial uses as well as a mix of residential dwelling units.

5.2.1.10 – Continue to work with developers to implement redevelopment plans. This redevelopment plan requires that all developers enter into a redevelopment agreement with the governing body.

Compliance with Monmouth County Master Plan

The Standards outlined within this Plan are consistent with the Monmouth County Master Plan. Asbury Park is identified on Figure 2.14 as a Priority Growth Investment Area and as being eligible for Transit Oriented Development initiatives. The subject site is within ½ mile of the Asbury Park Train Station and James Howard Transportation Center. Asbury Park is also identified on Figure 2.15 as an Urban and Regional Center. These areas are described as being highly developed, walkable neighborhoods and communities with multi-modal transportation options, public services and amenities, and a range of housing stock including higher density residential uses such as apartments and high rises. As such, this redevelopment plan, which promotes mixed-use development with higher density residential apartments, is consistent with this designation.

This Redevelopment Plan is also consistent with the New Jersey State Development and Redevelopment Plan. Asbury Park is a Tier 1 Urban Center. The State Development and Redevelopment Plan encourages development in Tier 1 areas. Further the redevelopment of sites in close proximity to mass transit is consistent with New Jersey’s Transit Oriented Development policies and redevelopment of properties in close proximity to mass transit is also consistent with the principals of “Smart Growth”. As previously mentioned, the subject property is approximately ½ mile from the Asbury Park Train Station and the James Howard Transportation Center.

Relationship to Plans of Adjacent Municipalities

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The City of Asbury Park is bordered by Neptune Township, Ocean Township, Interlaken Borough, Allenhurst Borough and Loch Arbour Village. The Plan area's development is not inconsistent with the Master Plans of the adjacent municipalities.

New Jersey State Development and Redevelopment Plan

The State Plan Development and Redevelopment Plan (SDRP) was prepared and adopted by the State Planning Commission according to the requirements of the State Planning Act of 1985 to serve as an instrument of state policy to guide state agencies and local government in the exercise of governmental powers regarding planning, infrastructure investment and other public actions and initiatives that affect and support economic growth and development in the state. The SDRP is not itself a regulation but a statement of State policy that has been adopted by the State Planning Commission to guide State, regional and local agencies in the exercise of their statutory authority. The entirety of the City of Asbury Park and the Main Street Redevelopment Area is located in the Metropolitan Planning Area (PA1), as per the State Plan Policy Map found in the SDRP. In addition, the City of Asbury Park has been designated an "Urban Center" by the State Planning Commission. This redevelopment plan seeks consistency with the goals and objectives found in the SDRP through its land use, housing, transportation, and design requirements and recommendations. This redevelopment plan aims to achieve the eight overall goals of the SDRP which are:

- Revitalize the State's Cities and Towns,
- Conserve the State's Natural Resources and Systems,
- Promote Beneficial Economic Growth, Development and Renewal for All Residents of New Jersey,
- Protect the Environment, Prevent and Clean Up Pollution,
- Provide Adequate Public Facilities and Services at a Reasonable Cost,
- Provide Adequate Housing at a Reasonable Cost,
- Preserve and Enhance Areas with Historic, Cultural, Scenic, Open Space and Recreational Value, and Ensure Sound and Integrated Planning and Implementation Statewide.

For areas located in the Metropolitan Planning Area (PA1), the State Plan's intention is to:

- Provide for much of the state's future redevelopment;
- Revitalize cities and towns;
- Promote growth in compact forms;
- Stabilize older suburbs;
- Redesign areas of sprawl; and
- Protect the character of existing stable communities.

In order to support the intent of the Metropolitan Planning Area, development and redevelopment activities need to be consistent with the traditional urban fabric—intensities sufficient to support transit, a range of uses broad enough to encourage activity beyond the

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traditional workday, efficient use of infrastructure, and physical design features that enhance public safety, encourage pedestrian activity and reduce dependency on the automobile.

This Plan is consistent with these principles and they are applied herein.

Asbury Park as a Designated Urban Center

The City, through its successful petition for Plan Endorsement, was designated as an Urban Center by the State Planning Commission in May of 2005. As part of its Petition for Plan Endorsement to the State Planning Commission, the City was required to prepare a Statement of Community Vision and Public Participation. The Plan is consistent with the designation because it proposes higher density in an urban area.

16. Urban Enterprise Zone

1001 First Avenue is in the Urban Enterprise Zone (UEZ). The UEZ Program is a state wide program for select urban communities with the goal to foster an economic climate that revitalizes and stimulates their growth by encouraging businesses to develop and create private sector jobs through public and private investment. Benefits to participating businesses at the time of adoption of this plan include a reduced sales tax of 3.5%; tax free purchases on certain items such as capital equipment, facility expansions, and upgrades; financial assistance from agencies such as NJEDA; subsidized unemployment insurance costs for employees who earn less than \$4,500 per quarter; energy sales tax exemption for qualified manufacturing firms with at least 250 employees, 50% of whom are working in manufacturing; and tax credit options. Tax credit options are that owners may elect either up to \$1,500 for new permanent full-time employees hired or up to 8% Corporate Business Tax credit on qualified investments.

The incentives of the Urban Enterprise Zone are redevelopment tools for the redevelopment area, programs and incentives offered through the Plan.

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**Asbury Park UEZ
Area Boundaries
Draft 1
June 8, 2007**

Notes

Data based on
City of Asbury Park
Tax Parcel Data,
c. 2001 Tax Maps
(approx. date).

Map prepared by
Townworks LLC,
for City of Asbury Park
Dept. of Economic Development
June 2007

Legend

- UEZ properties, draft 1
- Railroad
- Lakes & Ocean
- Roads
- Asbury Park boundary



Minutes
Meeting of the Municipal Council
Wednesday, January 29, 2025
REGULAR MEETING

Executive Session - 4:00 p.m.

2025-69 Resolution Authorizing a meeting which excludes the public

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
John Hayes	Deputy City Manager	Present	
Lisa Esposito	City Clerk	Absent	
Anthony Cucci	Deputy City Clerk	Present	
Kevin Starkey	City Attorney	Present	

Deputy City Clerk Anthony Cucci called the meeting to order at 6:09 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented special events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Ahbez-Anderson had no matters at this time.

Council member Chapman had no matters at this time.

Council member Clayton stated, I just wanted to announce that the state has a rental assistance program, it gives preference to veterans, the homeless, disabled, and the elderly. But you have to apply to get on the waiting list, by January 31st 5:00 PM which is this Friday. In order to do it there's a website, and the email address is waitlistcheck.com/nj559 or there's a phone number (609)292-4080 option 9. If you don't have access to a computer, please go to our Social Services Department located in the Transportation center and they can help you fill out the application online. And again, it has to be filed by this Friday the 31st by 5:00 PM.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, I apologize to everybody for starting a little bit late, we had something come up in closed exec that we did not know was going to come up, so I do apologize. Thank you.

Matters from Deputy City Manager

Deputy City Manager, John Hayes had no matters at this time.

Matters from City Attorney

City Attorney, Kevin Starkey stated, If I may I just want to take a moment to introduce myself to the public. My name is Kevin Starkey, I'm grateful to have been appointed as the new city attorney. The prior attorney Fred Raffetto was here for I think 21 years and he was just appointed by the governor to be a judge of the tax court in New Jersey. Fred's actually a good friend of mine from years ago, we graduated high school together. He's been helpful on getting me up to speed on the many issues here in Asbury Park and I'll do my best to serve the city well. I just wanted to let everybody know who I was.

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Clayton to open the meeting to the public. All were in favor.

The following members of the public spoke: Nancy Sodano made a comment about the stop signs by the railroad tracks. Nancy Phillips made a comment about the Asbury Park Housing Authority. Felicia Simmons made a comment about the West Side Community Center.

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

MINUTES

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

1. Municipal Council- Executive Meeting January 15, 2025 12:00 PM
2. Municipal Council - Organizational Meeting - Jan 15, 2025 2:00 PM

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

- 2025-70 Resolution Approving Special Event Applications
- 2025-71 Resolution Authorizing the Issuance of Duplicate Tax Sale Certificates Pursuant To N.J.S.A. 54:5-52.1
- 2025-72 Resolution Adjusting Sewer Charges on Various Accounts

INDIVIDUAL RESOLUTIONS

- 2025-73 Resolution Approving Payment of Bills

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

- 2025-74 Resolution Amending Temporary Budget Appropriations for 2025 Budget

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

- 2025-75 Resolution Authorizing the Disposition of Surplus Property

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

- 2025-76 Resolution Authorizing the Acquisition and Installation of a Play Structure for the Participatory Budget Sunset Park Project

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

2025-77 Resolution Authorizing the Purchase and Installation of Three Automated License Plate Reader (ALPR) for the Police Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-78 Resolution Ratifying the Superior Officers Association, Local No. 6 of the Patrolmen's Benevolent Association of the State of New Jersey Union Contract

RESULT:	TABLED [UNANIMOUS]
	Next: 2/12/2025 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-79 Resolution Authorizing an Agreement with Passport for a Mobile Parking Payment Application, Permit Parking Portal and License Plate Reader Parking Enforcement Systems

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

2025-80 Resolution Authorizing an Agreement with PayByPhone for a Mobile Parking Application

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-81 Resolution Authorizing an Agreement with ParkMobile, LLC for a Mobile Parking Application

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-82 Resolution Authorizing the Extension Electronic Beach Badge System for the City of Asbury Park through December 31, 2030

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

2025-83 Resolution Authorizing an Annual Service Agreement for Mobile Data Service Coverage

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-84 Resolution Approving Change Order #2 for the Roof Replacement at City Hall, DPW and Transportation

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-85 Resolution Authorizing the County of Monmouth Mosquito Control Division to Conduct Aerial Mosquito Control Operations within the City of Asbury Park

RESULT:	ADOPTED [4 TO 1]
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Amy Quinn, John Moor
NAYS:	Yvonne Clayton

2025-86 Resolution Rejecting Bids for Asbury Park Boardwalk Restrooms and Authorizing Re-Bid

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-87 Resolution Awarding a Bid for First Avenue Roadway Improvements

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

2025-88 Resolution Awarding Bid for Traffic Control Signage

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-89 Resolution of the Council of the City of Asbury Park Committing to Round 4 Present and Prospective Need Affordable Housing Obligations

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

2025-90 Resolution Authorizing the Release of the Performance Bond For 300 Asbury Avenue, 320 Asbury Avenue, 301 Cookman Avenue, 600 Heck Street, Block 3801 Lot 1.01, 1.03 and 1.05 (former Block 3203, Lots 1-19, Block 3206, Lots 1- 4 and Block 3801, Lot 1)

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

2025-91 Resolution Authorizing the Release of the Performance Bond For 202-204 Second Avenue Block 4201, Lots 3 and 4

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

2025-92 Resolution Authorizing the Release of the Performance Bond For 917 Third Avenue (Block 302, Lot 11)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-93 Resolution Authorizing Appointments to the Planning Board

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

2025-94 Resolution Celebrating the Month of February as National Black History Month

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ORDINANCES

Introduction

2025-1 Ordinance Amending the 1201 Memorial Drive Redevelopment Plan for Property Located at 1201 Memorial Drive (Block 203, Lot 5)

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/12/2025 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-2 Ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey, providing for the Special Assessment of the cost of certain wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements on Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) on the city tax map which are located within the Asbury Park Waterfront Redevelopment Area and establishing a mechanism for payment of the cost thereof

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/12/2025 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-3 Ordinance of The City of Asbury Park Authorizing The Execution of a Financial Agreement with K. Hovnanian's Delta at Asbury Park Urban Renewal, LLC Concerning Property Located At Block 4306, Lots 1, 2, 3, 4, 5, 6, 7 and 8 8 (200-210 Eighth Avenue, 201-209 Seventh Avenue and 1604 Webb Street) on The City Tax Map within The Asbury Park Waterfront Redevelopment Area and Granting A Tax Exemption

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/12/2025 6:00 PM
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2025-4 Ordinance Amending the Redevelopment Plan for 1001 First Avenue City of Asbury Park, Monmouth County, Block: 401, Lots: 10, 11,12, and 13

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 2/12/2025 6:00 PM
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 6:44 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Chapman. Meeting adjourned at 6:44 PM.

Respectfully submitted by:

Anthony Cucci, Deputy City Clerk