



Agenda
Meeting of the Municipal Council
Wednesday, November 10, 2021
REGULAR MEETING 6:00 PM

I. Executive Session - 4:00 PM

2021-471 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. 1201 Memorial Drive-Redeveloper Agreement
2. Potential Sale of Real Property Located at 45 Borden Avenue
3. Contract Negotiations-1219 Springwood

B. 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 7, 2021, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

1. Special Event Applications
2. Matters from City Council
3. Matters from City Manager
4. Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council-Executive Meeting-Oct.27, 2021 4:00 PM
- Municipal Council - Regular Meeting - Oct 27, 2021 6:00 PM

C. Consent Agenda Resolutions

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

2021-472 Resolution Approving Special Event Applications

2021-473 Resolution Authorizing the Acceptance of Funding from the State of New Jersey, Department of Human Services, Division of Mental Health Services for the Year 2022 Mental Health Grant

D. Individual Resolutions

2021-474 Resolution Approving Payment of Bills

2021-475 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2021 Budget

2021-476 Resolution Amending the Purchase of Parts Needed to Repair RBC (Rotating Biological Contractor) #4 at the Sewer Plant

2021-477 Resolution Awarding a Contract to Lucas Brothers, Inc. for Bond Street Improvements

2021-478 Resolution Authorizing a Contract for the Disposal of Leaves During the Fall Season

2021-479 Resolution Amending a Contract with Stavola Asphalt Company for Asphalt

2021-480 Resolution Amending a Contract with General Code for 2021 Ordinance Codification

2021-481 Resolution Authorizing Change Order Number 5 for the Deal Lake Drive Improvements Project Resulting in a Net Reduction of the Original Contract Amount

2021-482 Resolution to Approve the City of Asbury Park to Enter Into a Shared Services Agreement With the County of Monmouth to Provide the ITax Map/Collaboration Center System (tax map conversion and maintenance services)

2021-483 Resolution Entering Into a Shared Services Agreement with the County of Monmouth For MOD IV Property Assessment Computer Services

2021-484 Resolution Authorizing the Mayor & City Council to Execute a Discharge of Mortgage under the Community Development Block Grant Homebuyer's Assistance Program

- 2021-485 Resolution to Back Bill Sewer Charges on Various Accounts
- 2021-486 Resolution Approving the Transfer of Property, Located at Block 3901, Lots 2 & 3 (212-214 Second Avenue), From Asbury Partners, LLC To Block 3901 QOZF LLC, Subject to Conditions and Pursuant to The Amended and Reinstated Redeveloper and Land Disposition Agreement, Entered into On October 2, 2002, As Amended, Between the City of Asbury Park and Asbury Partners, LLC
- 2021-487 Resolution To Approve Person To Person Liquor License Transfer From Asbury Lanes LLC To Asbury Two Liquor License LLC (1303-33-016-007)
- 2021-488 Resolution Authorizing the Sale of Rotating Biological Contractor (RBC) Equipment Components and the Execution of an Agreement Between the City of Asbury Park and the Cape May County Municipal Utilities Authority

E. Adjournment

**RESOLUTION NO. 2021-471****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 November 10, 2021 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Contract Negotiations:

1. 1201 Memorial Drive-Redeveloper Agreement.
2. Potential Sale of Certain Real Property Located at 45 Borden Avenue.
3. Contract Negotiation-1219 Springwood Avenue.

C. Attorney-Client Privilege:

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

MELODY HARTSGROVE
CITY CLERK



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

Executive Session - 4:00 p.m.

2021-452 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

CALL TO ORDER/ROLL CALL

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

PROCLAMATION

1. Recognizing the 150th Birthday of Stephen Crane

SPECIAL EVENT APPLICATIONS

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

ITEMS TO BE PRESENTED:

APTV-JAG Award

Deputy Mayor Quinn provided updates on the JAG Video Awards winning filmmakers.

Boys & Girls Club LEAD presentation

Executive Director of the Boys & Girls Club of Monmouth County, Douglas Eagles presented updates on project LEAD.

Matters from City Council

Council Member Chapman had no matters at this time.

Council Member Clayton had no matters at this time.

Council Member Kendle stated, as we all know that this coming Sunday is the trick-or-treat holiday. So Asbury Park Recreation along with the Fire Department is having a trunk-or-treat in front of the municipal building. You're all welcome. Make sure you tell the kids about it, and I hope to see you there.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Donna Vieiro stated, I have a couple items on the agenda tonight that I wanted to briefly touch upon. There's a resolution on the agenda tonight that creates a participatory budget committee, and it is kind of a mouthful so I will be saying "PB" from now on. This is an initiative that is practiced in about 3,000 cities throughout the world, about 1,500 in America. The purpose of this is to involve community members in the budgetary process of the city. How this is going to work is we are going to create a committee for residents of the city, ages 14 years through adult, anyone can join. What's going to happen is, we're going to ask the community to submit to the council on this committee ideas that they want to see done in our community. Whether it be a band shell, a dog park, an art installation, anything you want. These ideas will come through this committee, the committee will work with city staff to make sure that they are something that we can do and are able to do. We're all going to vote on this. The entire community will be to vote on these projects, the city council will allocate a certain amount of money for these projects, and then we will have these projects fulfilled at our next capital budget program. This is exciting because this touches a lot of things. Our 14 year-olds obviously can't

vote in city government, but this introduces them to city government and allows them to participate. So we're going to encourage participation from the middle school and high school students to come up with ideas of what they want in their community, and then be able to vote on it and see this project through the end. It also encourages other residents, many of you that are here tonight, are involved in our community. There are other residents that don't care about agendas and they don't come to our meetings, but they might care about putting an art installation in a park or putting in a dog park. So these residents can now become a part of our democratic process. The council saw that this an important item, they wanted to do this last year but during the pandemic we couldn't quite get it off the ground. Tonight is our first step. You will see tomorrow on our website, a link if you want to be on this committee please sign up for it. You don't have to have any experience other than being a resident of our community and wanting to see some change. So that's #1, the participatory budget.

Something a little less exciting but it's a requirement, under the Christie administration of 2010 there was something initiated called "Best Practices." This is a checklist that the State hands out to all the municipalities each year with certain requirements that the city must need to maintain their best practices, to do government the best way, and also to have some transparency. Each year, each municipality has to fill out this form that asks several questions. Each question is scored, and you have to maintain a score of 15 or higher to maintain the funding that the State gives us each year. I'm very pleased to say they we've exceed 15 by I think we're at 19 points and we're getting our full state aid. But part of the process is that we have to talk about the Best Practices during a meeting, so that's why I'm here. While we did very well there are some items that we can improve upon. One thing is that the city needs to have a disaster recovery plan, cyber security. That's something that we'll budget for next year, we'll put that in our budget and we'll also move forward with that. The other thing they asked us to do is update our personnel manual every couple of years, we'll do that again this year. Another Best Practice that we were able to say "yes" on was an investment strategy, and we will work on that with our financial advisor and our CFO. That is my report on the Best Practices and if there are any questions from Council I'd be happy to answer them.

Matters from City Attorney

City Attorney, Frederick Raffetto had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Louise Murray made a comment about resolution 2021-454; Rita Marano made a comment about the consent agenda and fossil fuel; Sylvia Sylvia made a comment about the Menorah Lighting in Kennedy Park, Showroom Cinema reopen, and Tom Hayes and NJ Natural Gas; Mr. Walker made a comment about Meats & More, pedestrian access, and lawn services chemicals; Peyton asked questions about the bullet proof vest grant; Michelle Gladden made a comment about Asbury Park Museum "The Segregated South" presentation; and Alex Ruzkowski made a comment about the participatory budget committee. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

MINUTES

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

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

CONSENT AGENDA RESOLUTIONS

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

- 2021-453 Resolution Approving Special Event Applications
- 2021-454 Resolution Urging the State of New Jersey to Hold Fossil Fuel Companies Accountable for Damages and Resilience Costs Arising From Climate Change and Sea-Level Rise
- 2021-455 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2021 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Bulletproof Vest Grant
- 2021-456 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2021 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Justice Assistance Grant

INDIVIDUAL RESOLUTIONS

- 2021-457 Resolution Approving Payment of Bills

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

- 2021-458 Resolution Awarding a Contract to T&M Associates for Specification Updates, Project Bidding and Construction Administration Services for the Carbon Media Replacement at the WWTP

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

- 2021-459 Resolution Amending Contract with T&M for Engineer Services

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

2021-460 Resolution Amending a Contract with Desimone for Assistance and Guidance of Structural Evaluations

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

2021-461 Resolution Approving Change Order #2 or the RBC West Channel Improvements at the Wastewater Treatment Plant

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

2021-462 Resolution Entering into an Agreement with Community Affairs Resource Center to Administer the Department of Community Development Block Grant Program's Homelessness Prevention Program and for the Authorization of Payment for Services

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

2021-463 Resolution Entering into an Agreement with Coastal Habitat for Humanity to Administer the Department of Community Development Block Grant Program's Home Repair Program and for the Authorization of Payment for Services

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

2021-464 Resolution Authorizing Payment to Asbury Park Small Business through the Community Development Block Grant (CDBG/CV) Cares Act Funds

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

2021-465 Resolution Authorizing the Purchase of Storage Containers for the Beach Department

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

2021-466 Resolution to Back Bill Sewer Charges on Various Accounts

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

2021-467 Resolution to Credit Sewer Account with Erroneous Reading by NJ American Water for a Property Located at 813 Dunlewy Street, Block 1905 Lot 10

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

2021-468 Resolution Authorizing the Disposition of Surplus Property

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

2021-469 Resolution Establishing a Participatory Budget Committee to Facilitate the Participatory Budgeting Process in The City of Asbury Park

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

ORDINANCES

Second Reading/Public Hearing

2021-36 Bond Ordinance Amending Bond Ordinance 2016-16 And Bond Ordinance 2018-4 Each Heretofore Finally Adopted By the City Council of the City of Asbury Park, In the County Of Monmouth, State of New Jersey (The "City"), On April 27, 2016 and February 28, 2018, Respectively, To Reappropriate The Aggregate Amount Of \$447,220 And Reauthorize Bonds And Notes In The Aggregate Amount Of \$425,923; And Providing For Various 2021 Capital Improvements In the City Appropriating \$2,489,850 Therefor (Including a Grant From the State of New Jersey In The Amount of \$175,000 and The Reappropriation Of \$447,220) and Authorizing The Issuance of \$1,996,523 Bonds or Notes (Including The Reauthorization Of Bonds And Notes In The Aggregate Amount of \$425,923) of the City To Finance Part of the Cost Thereof

A motion to open 2021-36 to the public was made by Council member Chapman and seconded by Council member Kendle . All were in favor. The following members of the public spoke: Rita Marano. A motion to close 2021-36 was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

2021-37 Bond Ordinance Providing for Various Transportation Utility Improvements, By and In the City of Asbury Park, In the County of Monmouth, State Of New Jersey; Appropriating \$2,070,000 Therefor and Authorizing the Issuance Of \$2,070,000 In Bonds or Notes to Finance the Cost Thereof

A motion to open 2021-37 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn . All were in favor. No members of the public spoke. A motion to close 2021-37 was made by Mayor Moor and seconded by Council Member Clayton. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at

A motion to close the meeting was made by Council member Kendle and seconded by Deputy Mayor Quinn . All in favor. Meeting was adjourned at 7:14 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk



RESOLUTION NO. 2021-472

**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 November 10, 2021 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Downtown Menorah Lighting

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-472 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS 11th DAY OF November, 2021.

MELODY HARTSGROVE
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: December 1, 2021 Rain Date: NA

Time of Event: 6:00pm to 7:00pm Setup time: NA Break-down time: NA

Name of Event: Downtown Menorah Lighting

Location of Event: Kennedy Park, Asbury Park, NJ

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>Menorah Lighting</u> |

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

1. Name of Applicant/Organization: The Asbury Park Chamber of Commerce
2. Address of Applicant: P.O. Box 649, Asbury Park, NJ 07712
3. Telephone #: 732-775-7676 Cell Phone #: 732-720-9742 E-mail: sylvia@asburyparkchamber.com
4. Is your organization non-profit? Yes If so, please provide Tax ID# 22-2144484
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: Menorah Lighting in Kennedy Park to celebrate Hanukkah.

Please attach a copy of your non-profit certificate to the application

Describe in detail the type of event you want to stage: Menorah Lighting in Kennedy Park to celebrate Hanukkah.

If Yes, please explain what type of amplification will be used:_____

12. ☒ YES ☐ NO Has this event been held in the past?

- Date of last event? 12/29/2019
- Location Kennedy Park, Asbury Park, NJ
- Contact person: Sylvia Sylvia-Cioffi
- Email sylvia@asburyparkchamber.com Phone # 732-775-7676



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

If Yes, please complete:

Company Name: _____ Contact name: _____

Phone #: _____ Cell #: _____

Email address: _____

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

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

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

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

Photos of sponsor advertisement will need to be provided

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

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

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

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

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



All events utilizing tents and/or canopies should contact the Fire Department to determine if any fire permits are required

20. ☐ YES ☒ NO Will street closures be required? If yes, please identify what streets and the times the closure required _____

AP City ordinance requires the hiring of an off duty officers if a street is closed. Additional charges will include barricades and street blocking fee (see fee schedule)

21. ☒ YES ☐ NO Will electricity be needed? If yes, explain how will this be provided:
Extension cord provided by DPW to power Menorah. _____

Generators require a permit from the Construction department

22. ☐ YES ☒ NO Will this event have staging or platforms? If Yes, please provide the following:

- Size and Height of stage or platform _____
- Name of stage provider _____

Depending on the size of the stage our construction department may require engineering reports & permits

23. ☐ YES ☒ NO Will require reserved parking spaces for your event?

If yes, how many: _____ and where _____

Please visit www.cityofasburypark.com to purchase reserved parking spaces.

24. ☐ YES ☒ NO Will any area be fenced off? Please explain _____

Name of Fence Provider: _____

Be sure to request a sprinkler head map.

25. ☐ YES ☒ NO Do you plan to provide portable restrooms? If yes, how many? _____
Number of ADA restrooms _____. Please indicate on your site plan where these restrooms will be located. **Estimated # of units: up to 500 people-5 units; 1000 people- 8 units; 2500 people-15 units**

➤ **Restroom Provider:** _____

26. ☒ YES ☐ NO Will you have your own cleanup crew? # _____
If trash, food debris or anything else is left behind from your event, security deposit will be forfeited

26. ☐ YES ☒ NO Will you hire DPW staff to cleanup? **See fee schedule for fees. Depending on the event, The City reserves the right to require DPW staff be hired. Certain venues require the hiring of DPW staff**

27. ☐ YES ☒ NO Will you require use of the City's trash cans? If yes, how many? _____

☐ YES ☒ NO Recyclable cans? _____ If yes, how many? _____

Recycling is required at all events. Failure to do so may result in State and local fines



28. ☐ YES ☒ NO Will you be renting a dumpster? If yes, what size: _____
How many: _____ Delivery Date: _____ Pickup Date: _____ Please indicate
on your site plan where dumpsters will be located.

➤ Name of Company providing dumpster: _____

29. Please explain how you will provide cleanup, disposal and removal of trash and debris
associated with your
event: The event is a short Menorah lighting ceremony. No trash should be generated.

As mentioned on page 1, a \$500 refundable deposit(refunds will take at least 4 weeks to receive) will
required for all events held on City property. Deposit is forfeited if debris, trash, recyclables etc. are
not removed. The applicant is responsible for all cleanup of any items associated with your event.
The City will provide trash and recyclable containers for your use.

All fees and are estimated only may be adjusted as needed.

The City reserves the right to revoke the permit for the following reasons including but not limited
to: the nature of the event changes or expands without consent of the City; if State or Federal
Executive Orders prohibits events from occurring; public safety or health are called into question;
proper permits are not obtained by applicant; if all fees are not paid in full and insurance is not
provided 10 days prior to the event.


Signature of Applicant

11/1/2021

Date

Sylvia Sylvia-Cioffi

Printed Name of Applicant

Executive Director

Title



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-473

The Mental Health Grant partially funds the staffing of the Social Services Department, which includes 2.75 FTE's who provide system advocacy to any adult resident (18+) of the City of Asbury Park who might be physically or medically at-risk, in particular, the serious and persistently mentally ill or substance abusing population. This is accomplished through extensive community outreach conducted in conjunction with the Asbury Park Police and Fire Departments, as well as community services providers and through individual referral. Staff provide assessment, evaluation, referral and short term crisis intervention and follow-up to assure proper service delivery and linkages as feasible. Our current Social Worker is fluent in Spanish.

**RESOLUTION NO. 2021-473**

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

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE
STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, DIVISION OF
MENTAL HEALTH SERVICES FOR THE YEAR 2022 MENTAL HEALTH GRANT**

Whereas, the State of New Jersey, Department of Human Services, Division of Mental Health Services, has awarded the City of Asbury Park funding for the 2022 Mental Health Grant for the provision of mental health and system advocacy services to the residents of Asbury Park for the period January 1, 2022 through December 31, 2022, and

Whereas, the Social Services Department desires to accept the aforementioned grant funding in the amount of \$114,972.00; and

Whereas, the applicant has used city funding in accordance with such rules, regulations and applicable statutes, and has entered into an agreement with the State for the above-named grant. The awarded funding would be reimbursement to the City of Asbury Park; and

Therefore, Be It Resolved, by the City Council of the City of Asbury Park that, the City Manager and the Director of Social Services to accept this continuation funding for the Asbury Park Department of Social Services from the State of New Jersey, Department of Human Services, Division of Mental Health Services; and

Be It Further Resolved, that the City Manager as Chief Operating Officer of the City of Asbury Park is hereby authorized to sign a contract between the City of Asbury Park and the State of New Jersey Department of Human Services, Division of Mental Health Services to accept said grant for a contract period beginning January 1, 2022 and terminating on December 31, 2022.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-473 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS 11th DAY OF November, 2021.

MELODY HARTSGROVE
CITY CLERK

N. J. DIVISION OF MENTAL HEALTH SERVICES
FUNDING AWARD FOR CALENDAR YEAR 2022

3.C.2.a

(as revised 10-1-2021)

AGENCY:	CITY OF ASBURY PARK
CONTRACT NUMBER:	20208
CONTRACT PROGRAMS:	ADULT SUPPORT SERVICES
DMHS AWARD FOR CY 2022:	\$114,972

	<u>CY 2021</u>	<u>CY 2022</u>
MARCH 2021 CONTRACT BASE:	\$114,972	\$114,972

	<u> </u>	<u> </u>
CY 2021 & PLANNED CY 2022 AWARDS:	\$114,972	\$114,972

Attachment: Copy of 2022 Award Letter 13 Oct 2021 (2021-473 : Acceptance of Mental Health Grant 2022)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-474



RESOLUTION NO. 2021-474

**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 \$3,835,726.21

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	\$ <u>3,835,726.21</u>
TOTAL VOUCHERS	\$ <u>3,835,726.21</u>

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-474 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

November 4, 2021
11:14 AM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a
Page No: 1

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

0-01-25-265-000-202	FIRE DEPT. Office Supplies					
NATFIE	NATIONAL FIRE PROTECTION ASS.	21-02763	ITEM#SPY28AF COLORING BOOKS	780.00	0.00	
	Extd Total: FIRE DEPARTMENT			780.00		
	Department Total: FIRE DEPT.			780.00		
	CAFR Total:			780.00		
	Fund Total: CURRENT			780.00		
	Year Total:			780.00		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

1-01-20-100-000-201	ADMINISTRATION General Plant					
GEECHA	GEESE CHASERS, LLC	21-02621	4TH QTR 2021 CLEARING AND	649.50	0.00	B
GEECHA	GEESE CHASERS, LLC	21-02622	4TH QTR 2021 CLEARING AND	1,079.00	0.00	B
				<u>1,728.50</u>		

1-01-20-100-000-202	ADMINISTRATION Office Supplies					
STAPLE	STAPLES BUSINESS ADVANTAGE	21-02744	Ink cartridges-Proclamations	515.76	0.00	

1-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR	KEPWEL SPRING WATER	21-03015	ACCT #117290 NOVEMBER 2021	493.50	0.00	

1-01-20-100-000-241	ADMINISTRATION Green Team Committee					
LAKEH005	LAKEHOUSE MUSIC LLC	21-02779	#1440 FEE SOUND FOR FESTIVAL	200.00	0.00	

Extd Total: ADMINISTRATION	2,937.76
Department Total: ADMINISTRATION	2,937.76

Department: HUMAN RESOURCE
Extd: HUMAN RESOURCES

1-01-20-105-000-299	HUMAN RESOURCES Misc.					
GENBUR	GENOVA BURNS LLC	21-02473	2021 Services Rendered Blanket	8,445.00	0.00	B

Extd Total: HUMAN RESOURCES	8,445.00
Department Total: HUMAN RESOURCE	8,445.00

Attachment: Bill List 11-10-21 (2021-474 : Payment of Bills)

November 4, 2021
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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

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Page No: 2

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
1-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-02902	OFFICE SUPPLIES NEEDED	227.13	0.00	
1-01-20-130-000-209	FINANCE Fees					
USBANK	US BANK OPERATIONS CTR.	21-02793	MCIA GOVERNMENTAL POOLED LOAN	1,625.00	0.00	
MARBUS	MARLIN BUSINESS BANK	21-02955	INVOICE#19384714 NOVEMBER 2021	339.50	0.00	
				1,964.50		
1-01-20-130-000-222	FINANCE Training					
JPMUN	JPMONZO MUNICIPAL CONSULTING	21-02918	Prep. for 2022 Budget J. BOOS	50.00	0.00	
1-01-20-130-000-223	FINANCE Condo Reimbursements					
301SHO	301 SHOREVIEW CONDO. ASSOC. INC	21-02998	3rd Q 2021 Condo Reimbursement	1,063.47	0.00	
LAKDRI	LAKE DRIVE COURT CONDO ASSOC.	21-02999	3rd Q 2021 Condo Reimbursement	969.59	0.00	
700MAT	700 MATTISON CONDOMINIUM	21-03000	3rd Q 2021 Condo reimb.	50.16	0.00	
MERCON	MERCURY CONDOMINIUM ASSOC.	21-03001	3rd Q. condo reimbursement	312.35	0.00	
MIRCON	MIRAMAR CONDOMINIUM ASSOC. INC	21-03002	3rd Q 2021 Condo Reimbursement	51.80	0.00	
304OCE	304 OCEAN ARMS CONDO. ASSOC.	21-03003	3rd Q 2021 Condo Reimbursement	64.05	0.00	
PARLAN	PARK LANE CONDOMINIUM ASSOC.	21-03004	3rd Q 2021 Condo Reimb.	71.12	0.00	
				2,582.54		
	Extd Total: FINANCIAL ADMINISTRATION			4,824.17		
	Department Total: FINANCE			4,824.17		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
1-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
MONARCH	MONARCH ELECTRIC COMPANY	21-02761	Q#S119110008 PD Evidence Room	484.00	0.00	
CDWGOV	CDW GOVERNMENT LLC	21-02847	Q#1C6546H LTE Modem Antenna	25.48	0.00	
AMAZO005	AMAZON.COM SERVICES	21-02903	Collector View Station	82.36	0.00	
AMAZO005	AMAZON.COM SERVICES	21-02997	Anker Docking Station	259.99	0.00	
				851.83		
	Extd Total: COMPUTERIZED DATA PROCESSING			851.83		
	Department Total: COMPUTER MIS			851.83		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
1-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU	HARRY HAUSHALTER	21-00302	2021 SERVICES RENDERED BLANKET	1,795.00	0.00	B
1-01-20-150-000-218	TAX ASSESSOR Contract.Serv.					
COUTAX	COUNTY TAX ADMINISTRATOR	21-03014	2021 MODIV Fees	1,610.98	0.00	
	Extd Total: TAX ASSESSOR			3,405.98		
	Department Total: TAX ASSESSOR			3,405.98		

Attachment: Bill List 11-10-21 (2021-474 : Payment of Bills)

November 4, 2021
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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: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
1-01-20-151-000-201	DIRECTOR OF COMMUN. office Supplies					
WBMASON	W.B.MASON CO., INC.	21-02788	Office Supplies	93.55	0.00	
Extd Total: DIRECTOR OF COMMUNICATIONS				93.55		
Department Total: DIRECTOR OF COMMUNICATIONS				93.55		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
1-01-20-162-000-202	APTV Equipment					
CDWGOV	CDW GOVERNMENT LLC	21-02682	Q #1C60L6D Video stabilizer	168.83	0.00	
ADORAMA	ADORAMA INC.	21-02866	Chambers audio cable Q#2111221	825.84	0.00	
				994.67		
Extd Total: CABLE TV ADVISORY COMMITTEE				994.67		
Department Total: APTV				994.67		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
1-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	21-00298	2021 SERVICES RENDERED BLANKET	6,987.70	0.00	B
Extd Total: ENGINEERING SERVICES				6,987.70		
Department Total: ENGINEER SERV				6,987.70		
CAFR Total:				28,540.66		
Department: Planning Department						
Extd: Planning Department						
1-01-21-179-000-204	PLANNING DEPT. Professional Svcs.					
CLACAN	CLARKE CATON HINTZ PC	21-02865	CCH Planning Invoice 10/2021	10,835.00	0.00	
Extd Total: Planning Department				10,835.00		
Department Total: Planning Department				10,835.00		
CAFR Total:				10,835.00		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
1-01-22-200-000-201	CONSTRUCTION CODE General Supplies					
MELCOR	AP CARWASH AND OIL CHANGE	21-02450	50 CAR WASH TICKETS	400.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	21-02806	UCC Counter Forms	2,153.00	0.00	
				2,553.00		

Attachment: Bill List 11-10-21 (2021-474 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-22-200-000-202	CONSTRUCTION CODE Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-02912	OFFICE SUPPLIES	22.20	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			2,575.20		
	Department Total: CONST CODE			2,575.20		
	CAFR Total:			2,575.20		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
1-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP	21-02956	HEALTH COVERAGE NOVEMBER 2021	480,651.27	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			480,651.27		
	Department Total: GROUP INSUR.			480,651.27		
	CAFR Total:			480,651.27		
Department: POLICE						
Extd: POLICE DEPARTMENT						
1-01-25-240-000-201	POLICE General Plant					
MELCOR	AP CARWASH AND OIL CHANGE	21-02397	CAR WASHES AUG - DEC 2021 NTE	833.75	0.00	B
1-01-25-240-000-204	POLICE Towing					
RICAUT	RICH'S AUTO BODY	21-02954	Invoice # 12321, 12322, 12323	165.00	0.00	
1-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	21-02805	#M59890 OCTOBER 2021	1,220.00	0.00	
POWDMS	POWERDMS INC.	21-02849	INV-11350 11/24/21 - 11/23/22	6,892.20	0.00	
				8,112.20		
	Extd Total: POLICE DEPARTMENT			9,110.95		
	Department Total: POLICE			9,110.95		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
1-01-25-265-000-201	FIRE DEPT. General Plant					
FIRONE	FIREFIGHTER ONE LIMITED	21-02887	INV# 10273984 SCBA REPAIR	126.82	0.00	
1-01-25-265-000-202	FIRE DEPT. Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	21-02808	EST#11264 ENVELOPES	68.00	0.00	
1-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
IIAFI005	IIA - FIRE DEPARTMENT TESTING	21-00451	Annual NFPA Testing	6,068.00	0.00	
1-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
MOTOR005	MOTOROLA SOLUTIONS, INC C/O	21-02194	Qte:Q51721-MR-0803-831-Radio P	2,918.00	0.00	
GENSAF	GEN-EL SAFETY & INDUSTRIAL	21-02242	Qte: 33329-Meter Cradles	1,026.95	0.00	
GRAING	GRAINGER, INC.	21-02659	QTE1900932787-Various Items	1,656.56	0.00	
				5,601.51		

Attachment: Bill List 11-10-21 (2021-474 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
MUNIC005	MUNICIPAL EMERGENCY SERVICES	21-01095	2021 Cloth Allow-Langlais	81.00	0.00	B
MUNIC005	MUNICIPAL EMERGENCY SERVICES	21-01104	2021-Cloth Allow Pasquariello	256.00	0.00	B
MUNIC005	MUNICIPAL EMERGENCY SERVICES	21-01105	2021 Cloth Allow-Piccolo	615.00	0.00	B
				<u>952.00</u>		
1-01-25-265-000-214	FIRE DEPT. Building Maintenance					
RICHE005	RICHELIEU AMERICA LTD.	21-02890	3RD FLOOR HANDRAIL QUOTE	515.16	0.00	
1-01-25-265-000-229	FIRE DEPT. Medical Sup.					
TEALIF	TEAM LIFE, INC.	21-02897	Q# 10821 AED ELECTRODES PADS	885.00	0.00	
1-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	21-02883	September Fees	4,117.51	0.00	
	Extd Total: FIRE DEPARTMENT			18,334.00		
Extd:	FIRE HYDRANT					
1-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	21-03024	#1018-210026567043 9/24-10/25	18,581.84	0.00	
	Extd Total: FIRE HYDRANT			18,581.84		
	Department Total: FIRE DEPT.			36,915.84		
Department:	PROSECUTOR					
Extd:	MUNICIPAL PROSECUTOR					
1-01-25-275-000-202	PROSECUTOR Fees					
JAMBT	JAMES N. BUTLER, JR.	21-00299	2021 SERVICES RENDERED BLANKET	5,200.00	0.00	B
	Extd Total: MUNICIPAL PROSECUTOR			5,200.00		
	Department Total: PROSECUTOR			5,200.00		
	CAFR Total:			51,226.79		
Department:	STREETS & ROAD					
Extd:	STREETS & ROADS MAINTENANCE					
1-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
LAWPRO	LAWSON PRODUCTS, INC.	21-00405	HYD Accessories, Nuts, etc	155.40	0.00	B
EDWTIR	EDWARDS TIRE CO., INC.	21-01461	Supplies, Tools and Service	328.64	0.00	B
SEAFOR	SEA BREEZE FORD INC.	21-02299	Automotive Supplies and Tools	652.55	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	21-02435	Supplies, Tools and Parts	229.98	0.00	B
SEACHE	SEACOAST CHEVROLET OLDS-	21-02591	Automotive Parts and Supplies	719.16	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	21-02707	Various Supplies, Tools, etc	683.58	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	21-02719	Automotive Parts, Tools, etc	345.37	0.00	B
NORSWE	NORTHEAST SWEEPERS & RENTALS,	21-02830	Brooms for RAVO Sweeper	1,975.00	0.00	
FOSCOM	FOSTER & COMPANY, INC.	21-02904	Automotive Shop Supplies	141.40	0.00	B
SEAFOR	SEA BREEZE FORD INC.	21-02921	Housing Assembly - Steering Co	575.78	0.00	
WORJEE	WORLD CHRYSLER DODGE JEEP RAM	21-02939	Trailer Tank-Fuel #68104392AD	787.20	0.00	
				<u>6,594.06</u>		

Attachment: Bill List 11-10-21 (2021-474 : Payment of Bills)

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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
1-01-26-290-000-213	STREETS & ROAD	Safety Equipment				
ALLIND	ALL-INDUSTRIAL SAFETY PRODUCTS	21-02885	Fall/Winter Safety Gear	544.70	0.00	
1-01-26-290-000-216	STREETS & ROAD	Carpentry Supplies				
CAMSUP	CAMPBELL SUPPLY COMPANY INC.	21-02819	Doors for Judge's Chambers	595.00	0.00	
GLOIND	GLOBAL INDUSTRIAL	21-02877	3n1 Convertible Hand Truck	355.94	0.00	
SHEWIL	SHERWIN WILLIAMS	21-02937	Paint/Rollers f/DPW Dumpsters	549.62	0.00	
GRAING	GRAINGER, INC.	21-02938	Maintenance Shop Required Tool	70.06	0.00	
SHEWIL	SHERWIN WILLIAMS	21-02960	2nd Coat on 7th/8th Bathrooms	525.30	0.00	
JAEUM	JAEGER LUMBER & SUPPLY CO. INC	21-02965	#1 SYP Treated .15 MCA Lumber	211.74	0.00	
DREYE005	DREYER'S LUMBER & HARDWARE INC	21-02966	LFT.5-1/4" Combo Base FJP 115	156.80	0.00	
				2,464.46		
1-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
LORCO	LORCO PETROLEUM SERVICES	21-02928	#1684031 Used Oil Removal	125.00	0.00	
BELPLU	BELMAR PLUMBING & HEATING INC	21-02961	#2824 9/3/21 COURT REPAIRS	675.89	0.00	
NJDEPC	NJ DEPT. OF COMMUNITY AFFAIRS	21-02964	Registration #: 1303-00135-001	258.00	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	21-03020	#413327425 Pest Control	187.00	0.00	
				1,245.89		
1-01-26-290-000-272	STREETS & ROAD	Miscellaneous				
GLESUP	GLENCO SUPPLY INC.	21-02906	Snow Fence Rolls and Delivery	1,775.00	0.00	
THEHAR	THE HARDWARE STORE	21-02907	Fire Retardant Paint & Primer	402.74	0.00	
				2,177.74		
		Extd Total: STREETS & ROADS MAINTENANCE		13,026.85		
		Department Total: STREETS & ROAD		13,026.85		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
1-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	21-02813	#219851 Construction Debris	2,701.74	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-02872	#219939 Construction Debris	1,863.94	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-02920	#220151 Trash Fees 10/1 -10/15	30,404.70	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-02924	#220050 Construction Debris	1,467.46	0.00	
OHAG	OHAGAN NURSERY COMPOST DIVISIO	21-02930	#AP10152021 Vacuumed Leaves	174.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-02962	#220164 Construction Debris	2,287.10	0.00	
				38,898.94		
1-01-26-305-000-218	SOLID WASTE	Contract.Serv.				
DELDEM	DELISA DEMOLITION, INC.	21-02919	#220984 NOVEMBER 2021	44,166.65	0.00	
		Extd Total: SOLID WASTE COLLECTION		83,065.59		
		Department Total: SOLID WASTE		83,065.59		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-201	BUILDING & GND	General Plant				
ATRAJ005	ATRA JANITORIAL SUPPLY CO. INC	21-01138	Floor Cleaner & Mop Bucket	290.65	0.00	
ATRAJ005	ATRA JANITORIAL SUPPLY CO. INC	21-02609	Various Dispensers & Supplies	1,838.59	0.00	
DOGWA005	DOG WASTE DEPOT	21-02735	Dog Waste Roll Bag & Shipping	435.49	0.00	

Attachment: Bill List 11-10-21 (2021-474 : Payment of Bills)

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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
1-01-26-310-000-201	BUILDING & GND	General Plant	Continued			
MONARCH	MONARCH ELECTRIC COMPANY	21-02905	Springwood Park Stage Overhead	56.58	0.00	
				<u>2,621.31</u>		
1-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
DAVEH005	DAVE HOH'S HOME COMFORT &	21-02705	Insulate Two Interior Walls	3,332.00	0.00	
WARGEN	WARSHAUER GENERATOR, LLC	21-02910	AGREEMENT 12/1/21 - 11/30/22	1,250.00	0.00	
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	21-02926	Inspection and Service Fee	395.00	0.00	
LAGGLA	LAGER GLASS COMPANY, INC.	21-02927	#259161 Furnish and Install	386.00	0.00	
				<u>5,363.00</u>		
	Extd Total:	BUILDINGS & GROUNDS		7,984.31		
	Department Total:	BUILDING & GND		7,984.31		
	CAFR Total:			104,076.75		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
1-01-27-345-000-202	SOCIAL SERVICES	Office Supplies				
WBMASON	W.B.MASON CO., INC.	21-02917	Office Supplies	171.35	0.00	
	Extd Total:	SOCIAL SERVICES:		171.35		
	Department Total:	PUBLIC ASST		171.35		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
1-01-27-350-000-202	SENIOR CENTER	Util. and Service Contr.				
OPTIMUM	OPTIMUM	21-02914	#07866-196932-0-7 10/15- 11/14	8.33	0.00	
	Extd Total:	SENIOR CENTER		8.33		
	Department Total:	SENIOR CENTER		8.33		
	CAFR Total:			179.68		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
1-01-28-370-000-290	RECREATION	Programs/Activities				
CRAPRI	CRAFTMASTER PRINTING, INC.	21-02848	revised flyer trunk or treat	254.01	0.00	
ADPIMP	ADPRO IMPRINTS, INC.	21-02875	halloween banner	256.00	0.00	
				<u>510.01</u>		
1-01-28-370-000-297	RECREATION	Contractual				
SECWOR	SECURITY WORLD INC.	21-02976	ELEVATOR MONITOR 8/1-7/31/22	300.00	0.00	
	Extd Total:	RECREATION SERVICES & PROGRAM		810.01		
	Department Total:	RECREATION		810.01		
	CAFR Total:			810.01		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
1-01-31-435-435-299 LIGHT, HEAT & POWER Misc.						
NJNATU	N.J. NATURAL GAS CO.	21-02948	#10-3146-5850-17 9/13-10/12	2,055.31	0.00	
NJAMER	N.J. AMERICAN WATER CO.	21-02985	#1018-210024806988 9/4-10/4	1,825.11	0.00	
JCPL	JCPL	21-03013	#100 145 959 043 9/25-10/25	2,696.25	0.00	
JCPL	JCPL	21-03021	#100 016 770 099 9/26-10/26	3.11	0.00	
				6,579.78		
Extd Total: LIGHT,HEAT,POW				6,579.78		
Extd: STREET/TRAFFIC						
1-01-31-435-436-299 STREET&TRAFFIC LIGHTING Misc.						
JCPL	JCPL	21-02951	#100 082 843 713 9/22-10/20	759.17	0.00	
JCPL	JCPL	21-03013	#100 145 959 043 9/25-10/25	3,052.36	0.00	
JCPL	JCPL	21-03021	#100 016 770 099 9/26-10/26	1,441.96	0.00	
				5,253.49		
Extd Total: STREET/TRAFFIC				5,253.49		
Department Total: LIGHTING				11,833.27		
Department: TELEPHONE						
Extd: TELEPHONE						
1-01-31-440-000-299 TELEPHONE Misc.						
ATLLC	AT&T MOBILITY LLC	21-02953	#287284936037 9/12 - 10/11	887.22	0.00	
ATLLC	AT&T MOBILITY LLC	21-02971	#2872846514376 9/12-10/11	3,504.66	0.00	
MONINT	MONMOUTH INTERNET CORPORATION	21-03026	INVOICE #325290-M NOV 2021	3,525.55	0.00	
				7,917.43		
Extd Total: TELEPHONE				7,917.43		
Department Total: TELEPHONE				7,917.43		
Department: GASOLINE						
Extd: GASOLINE						
1-01-31-460-000-299 GASOLINE Misc.						
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-02871	#16288051 Unleaded RFG Fuel	10,752.57	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-02931	#16304419 Sulfur Diesel Fuel	2,555.60	0.00	
				13,308.17		
Extd Total: GASOLINE				13,308.17		
Department Total: GASOLINE				13,308.17		
CAFR Total:				33,058.87		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MUNIC COURT Extd: MUNICIPAL COURT						
1-01-43-490-000-246	MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.	21-02977	INV #30316941 NOVEMBER 2021	145.00	0.00	
	Extd Total: MUNICIPAL COURT			145.00		
	Department Total: MUNIC COURT			145.00		
Department: PUBLIC DEFEND. Extd: PUBLIC DEFENDER						
1-01-43-495-000-021	Fees					
GREER005	GREER LAW FIRM	21-03006	2021 SERVICES RENDERED BLANKET	1,000.00	0.00	B
	Extd Total: PUBLIC DEFENDER			1,000.00		
	Department Total: PUBLIC DEFEND.			1,000.00		
	CAFR Total:			1,145.00		
Department: BOND PRINCIPAL						
1-01-45-920-000-299	BOND PRINCIPAL					
USBANK	US BANK OPERATIONS CTR.	21-02793	MCIA GOVERNMENTAL POOLED LOAN	736,580.00	0.00	
	Extd Total:			736,580.00		
	Department Total: BOND PRINCIPAL			736,580.00		
Department: INT ON BONDS						
1-01-45-930-000-299	BOND INTEREST					
USBANK	US BANK OPERATIONS CTR.	21-02793	MCIA GOVERNMENTAL POOLED LOAN	308,411.73	0.00	
	Extd Total:			308,411.73		
	Department Total: INT ON BONDS			308,411.73		
Department: LOAN REPAYMENT						
1-01-45-940-941-299	Green Acres Loan Payments					
TRE727	TREAS.STATE OF NJ/727 FUND	21-02881	GreenAcres-Boardwalk-Prin/Int.	24,910.73	0.00	
	Extd Total:			24,910.73		
	Department Total: LOAN REPAYMENT			24,910.73		
	CAFR Total:			1,069,902.46		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
1-01-55-001-000-002	County Taxes Payable					
COUMON	COUNTY OF MONMOUTH	21-02792	4TH QTR 2021 COUNTY TAXES	1,423,112.18	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-55-001-000-026	Reserve for Fire House Repairs					
JAE LUM	JAEGER LUMBER & SUPPLY CO. INC	21-02967	Firehouse Stair Repair	124.40	0.00	
	Extd Total: TAXES PAYABLE:			1,423,236.58		
	Department Total: TAXES PAYABLE:			1,423,236.58		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,423,236.58		
	Fund Total: CURRENT			3,206,238.27		
Fund:	BEACH					
Department:	UTILITY OE					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
1-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
NEWIRON	NEWARK IRONBOUND ELECTRICAL	21-02856	SOUTH BOARDWALK PROJECT N.T.E.	6,616.93	0.00	
1-05-55-502-000-208	BEACH UTILITY O/E: Office Expense					
OPTIMUM	OPTIMUM	21-02925	#07866-197754-01-4 10/15-11/14	157.34	0.00	
1-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies					
VERITIV	VERITIV OPERATING COMPANY	21-02973	#47777565 Toilet Tissue, etc	282.86	0.00	
1-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	21-03013	#100 145 959 043 9/25-10/25	422.13	0.00	
1-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
GLSUP	GLENCO SUPPLY INC.	21-02864	Snow Fence Rolls and Delivery	1,775.00	0.00	
1-05-55-502-000-214	BEACH UTILITY O/E: Lifeguard Supplies					
MARRES	MARINE RESCUE PRODUCTS, INC.	21-01753	Lifeguard Rescue Equipment	1,343.00	0.00	
1-05-55-502-000-216	BEACH UTILITY O/E: Porta Potties					
UNITE010	UNITED RENTALS	21-00850	RESTROOM RENTAL 5/15 - 9/15/21	10,521.00	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			21,118.26		
	Department Total: UTILITY OE			21,118.26		
	CAFR Total:			21,118.26		
	Fund Total: BEACH			21,118.26		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
1-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM	OPTIMUM	21-02993	#07866-196915-01-3 10/15-11/14	125.39	0.00	
1-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	21-02461	IPS-2021-083195519 Meter Keys	921.72	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			1,047.11		
	Department Total: UTILITY OE			1,047.11		
	CAFR Total:			1,047.11		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			1,047.11		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
1-07-55-502-000-201	SEWER UTILITY O/E: General Plant					
IGOSOK IGOR SOKOLOV	21-02932 Reimbursement: Sea Isle Ice			27.92	0.00	
1-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJNATU N.J. NATURAL GAS CO.	21-02948 #10-3146-5850-17 9/13-10/12			1,220.18	0.00	
1-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
SECWOR SECURITY WORLD INC.	21-02929 #59458 11/1/2021 - 10/31/2022			600.00	0.00	
1-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER N.J. AMERICAN WATER CO.	21-02968 usage data 4000222947 10.31.21			395.00	0.00	
1-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI RUSSELL REID WASTE HAULING &	21-02831 #6311437 SEPTEMBER 2021			27,335.00	0.00	
1-07-55-502-000-259	SEWER UTILITY O/E: Pmt.of Bond Principal					
USBANK US BANK OPERATIONS CTR.	21-02793 MCIA GOVERNMENTAL POOLED LOAN			118,420.00	0.00	
Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:				147,998.10		
Department Total: UTILITY OE				147,998.10		
1-07-55-599-000-299	ACCRUED INTEREST ON BONDS & NOTES					
USBANK US BANK OPERATIONS CTR.	21-02793 MCIA GOVERNMENTAL POOLED LOAN			57,294.25	0.00	
Extd Total:				57,294.25		
Department Total:				57,294.25		
CAFR Total:				205,292.35		
Fund Total: SEWER UTILITY: BUDGET:				205,292.35		
Year Total:				3,433,695.99		
Fund: GENERAL CAPITAL FUND BUDGET:						
Extd: Ord. 2017-2 Various Capital Improvements						
C-04-55-998-169-001	Various Road Improvements					
STAVOLA STAVOLA ASPHALT COMPANY, INC.	21-02821 Asphalt - Summerfield Ave			11,946.75	0.00	
STAVOLA STAVOLA ASPHALT COMPANY, INC.	21-02822 Asphalt - Second/Langford			7,602.86	0.00	
				19,549.61		
Extd Total: Ord. 2017-2 Various Capital Improvements				19,549.61		
Department Total:				19,549.61		
CAFR Total:				19,549.61		
Fund Total: GENERAL CAPITAL FUND BUDGET:				19,549.61		
Fund: SEWER CAPITAL FUND BUDGET:						
Extd: Sewer Plant Improvements - Ord. #3038						
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
TMASSO T & M ASSOCIATES	20-01233 WWTP RBC REPLACEMENT			5,659.83	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038) Continued					
TMASSO T & M ASSOCIATES		21-02513	THREE ADDITIONAL RBC TRAINS	2,897.00	0.00	B
				8,556.83		
C-08-55-526-013-002	Sewer Plant Improvements - Ord. #3038					
BRWELD BR WELDING, INC.		20-03450	RBC WEST CHANNEL IMPROVEMENTS	57,406.57	0.00	B
	Extd Total: Sewer Plant Improvements - Ord. #3038			65,963.40		
	Department Total:			65,963.40		
	CAFR Total:			65,963.40		
	Fund Total: SEWER CAPITAL FUND BUDGET:			65,963.40		
Fund:	PARKING CAPITAL					
Department:	Ord. 2019-7 Transport.Utility Improve.					
Extd:	Ord. 2019-7 Transport.Utility Improve.					
C-09-17-903-000-901	Section 20 Soft Costs					
TMASSO T & M ASSOCIATES		19-03697	Reso 2019-328 Asbury/Ridge	1,169.00	0.00	B
	Extd Total: Ord. 2019-7 Transport.Utility Improve.			1,169.00		
	Department Total: Ord. 2019-7 Transport.Utility Improve.			1,169.00		
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.	16,809.00	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			16,809.00		
	Department Total: Ord. 2020-8 Memorial Drive Paving			16,809.00		
Department:	Ord. 2020-24 Bond Street Improvements					
Extd:	Ord. 2020-24 Bond Street Improvements					
C-09-17-907-000-901	Section 20 Costs					
TMASSO T & M ASSOCIATES		20-03381	Reso 2020-302 Bond St. Improv	18,426.75	0.00	B
THECOA THE NEW COASTER, LLC		21-03007	NTB- BOND ST IMPROVEMENTS	58.71	0.00	
				18,485.46		
	Extd Total: Ord. 2020-24 Bond Street Improvements			18,485.46		
	Department Total: Ord. 2020-24 Bond Street Improvements			18,485.46		
	CAFR Total:			36,463.46		
	Fund Total: PARKING CAPITAL			36,463.46		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: BEACH CAPITAL FUND BUDGET:						
Extd: Ord. 2019-42 Beach Utility Improv.						
C-10-55-101-102-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	20-01452	Lifeguard ems restroom facilit	847.00	0.00	B
	Extd Total: Ord. 2019-42 Beach Utility Improv.			847.00		
	Department Total:			847.00		
	CAFR Total:			847.00		
	Fund Total: BEACH CAPITAL FUND BUDGET:			847.00		
	Year Total:			122,823.47		
Fund: GRANT FUND BUDGET:						
G-02-43-856-000-212	2010 NJDOT-DRUMMOND					
CITY	CITY OF ASBURY PARK	21-02949	Reimb. General Capital	250,000.00	0.00	
	Extd Total:			250,000.00		
	Department Total:			250,000.00		
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED	BROWNFIELD REDEVELOPMENT	21-02780	Drawdown 53 Hazardous Assmt.	429.37	0.00	
	Extd Total:			429.37		
	Department Total:			429.37		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED	BROWNFIELD REDEVELOPMENT	21-02780	Drawdown 53 Hazardous Assmt.	2,745.63	0.00	
	Extd Total:			2,745.63		
	Department Total:			2,745.63		
G-02-43-883-017-200	NJ DOT Transportation Alternatives					
FREPAR	FRENCH & PARRELLO, PA	21-02880	DESIGN ASSISTANCE 2016 TAP	6,201.18	0.00	B
	Extd Total:			6,201.18		
	Department Total:			6,201.18		
G-02-43-931-020-200	State of NJ Body Armor Grant					
LANASO	LANIGAN ASSOCIATES. INC.	21-02390	Body Armor Vests	5,453.06	0.00	
	Extd Total:			5,453.06		
	Department Total:			5,453.06		
G-02-43-937-020-200	Bulletproof Vest Grant					
LANASO	LANIGAN ASSOCIATES. INC.	21-02390	Body Armor Vests	1,203.59	0.00	
	Extd Total:			1,203.59		
	Department Total:			1,203.59		
	CAFR Total:			266,032.83		
	Fund Total: GRANT FUND BUDGET:			266,032.83		
	Year Total:			266,032.83		

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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					
MGLFOR	MGL FORMS-SYSTEMS, LLC	21-03011	2022 Dog Tags Invoice #183727	318.00	0.00	
	Extd Total:			318.00		
	Department Total:			318.00		
	CAFR Total:			318.00		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			318.00		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd:	2019 CDBG B19-MC340100 CFDA 14.218					
T-17-76-850-850-002	2019 Homelessness Prev. & Relocation					
JCP	JCP&L	21-02933	100 076 590 684	400.00	0.00	
	Extd Total: 2019 CDBG B19-MC340100 CFDA 14.218			400.00		
	Department Total:			400.00		
	CAFR Total:			400.00		
Extd:	2020 CDBG B20MC340100 CFDA 14.218					
T-17-78-850-850-001	2020 Administration					
ASBPAK	ASBURY PARK PRESS	21-02934	#004932290 RUN DATE 9/30/21	126.80	0.00	
ASBPAK	ASBURY PARK PRESS	21-02936	#0004942843 RUN DATE 10/6/21	64.70	0.00	
AMAZ0005	AMAZON.COM SERVICES	21-02950	Office Supplies	54.19	0.00	
				245.69		
T-17-78-850-850-006	Community Events					
WBMASON	W.B.MASON CO., INC.	21-01954	Back to School Supplies	1,808.76	0.00	
KARBRI	KAREEM BRINSON	21-02643	DJ Services for Fall Event	300.00	0.00	
				2,108.76		
	Extd Total: 2020 CDBG B20MC340100 CFDA 14.218			2,354.45		
	Department Total:			2,354.45		
	CAFR Total:			2,354.45		
Extd:	CDBG Cares Act B20Mw340100 CFDA 14.218					
T-17-79-850-850-004	Small Business Grants					
MAINL005	MAIN LIQUORS	21-02981	Small Business Grant	2,500.00	0.00	
TERRI005	TERRISS CONSOLIDATED INDUSTR-	21-02982	Small Business Grant	2,500.00	0.00	
				5,000.00		
	Extd Total: CDBG Cares Act B20Mw340100 CFDA 14.218			5,000.00		
	Department Total:			5,000.00		
	CAFR Total:			5,000.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	2021 CDBG B21MC340100 CFDA 14.218					
T-17-80-850-850-003	Community Events					
CASLLC CASSCO, LLC		21-02969	Additional Ices for Fall Event	100.00	0.00	
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			100.00		
	Department Total:			100.00		
	CAFR Total:			100.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			7,854.45		
Fund:	TRUST OTHER					
T-20-56-850-930-301	Reserve for Police Community Relations					
COSTCO	COSTCO WHOLESALE	21-02913	Candy Halloween-Elementary Sch	278.16	0.00	
PARWAR	PARTY FAIR OF OAKHURST INC	21-02915	Bags-Goodie bags Halloween	195.61	0.00	
				473.77		
	Extd Total:			473.77		
	Department Total:			473.77		
	CAFR Total:			473.77		
	Fund Total: TRUST OTHER			473.77		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
CLACAN	CLARKE CATON HINTZ PC	21-02834	CCH PB/ZB Invoices for 09/2021	832.70	0.00	
	Extd Total:			832.70		
	Department Total:			832.70		
T-21-00-513-000-299	814 MAIN STREET(AP SHORE HOLDINGS, LLC)					
CLACAN	CLARKE CATON HINTZ PC	21-02834	CCH PB/ZB Invoices for 09/2021	605.00	0.00	
	Extd Total:			605.00		
	Department Total:			605.00		
T-21-00-529-000-299	1207 PINE STREET(3 SUNSET DRIVE, LLC)					
CLACAN	CLARKE CATON HINTZ PC	21-02834	CCH PB/ZB Invoices for 09/2021	330.00	0.00	
	Extd Total:			330.00		
	Department Total:			330.00		
T-21-00-530-000-299	302 ATKINS AVE(INTERFAITH NEIGHBORS,INC)					
CLACAN	CLARKE CATON HINTZ PC	21-02834	CCH PB/ZB Invoices for 09/2021	550.00	0.00	
	Extd Total:			550.00		
	Department Total:			550.00		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-531-000-299	407 4TH AVENUE(ROBERT J.ADLER)					
CLACAN CLARKE CATON HINTZ PC		21-02834	CCH PB/ZB Invoices for 09/2021	825.00	0.00	
	Extd Total:			825.00		
	Department Total:			825.00		
Department: DEFICIT PY						
T-21-00-532-000-299	1117 SUNSET AVENUE(MARISE BEAUVIL)					
CLACAN CLARKE CATON HINTZ PC		21-02834	CCH PB/ZB Invoices for 09/2021	275.00	0.00	
	Extd Total:			275.00		
	Department Total:		DEFICIT PY	275.00		
T-21-00-534-000-299	1317-1319 SPRINGWOOD(BROTHER INTHE BLUE)					
CLACAN CLARKE CATON HINTZ PC		21-02834	CCH PB/ZB Invoices for 09/2021	330.00	0.00	
	Extd Total:			330.00		
	Department Total:			330.00		
	CAFR Total:		PLANNING & ZONING ESCROW FUND BUDGET:	3,747.70		
	Fund Total:		PLANNING & ZONING ESCROW FUND BUDGET:	3,747.70		
	Year Total:			12,393.92		
Total Charged Lines: 391 Total List Amount: 3,835,726.21 Total Void Amount:				0.00		

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	780.00	0.00	0.00	780.00
CURRENT	1-01	3,206,238.27	0.00	0.00	3,206,238.27
BEACH	1-05	21,118.26	0.00	0.00	21,118.26
TRANSPORTATION UTILITY: BUDGET:	1-06	1,047.11	0.00	0.00	1,047.11
SEWER UTILITY: BUDGET:	1-07	205,292.35	0.00	0.00	205,292.35
Year Total:		3,433,695.99	0.00	0.00	3,433,695.99
GENERAL CAPITAL FUND BUDGET:	C-04	19,549.61	0.00	0.00	19,549.61
SEWER CAPITAL FUND BUDGET:	C-08	65,963.40	0.00	0.00	65,963.40
PARKING CAPITAL	C-09	36,463.46	0.00	0.00	36,463.46
BEACH CAPITAL FUND BUDGET:	C-10	847.00	0.00	0.00	847.00
Year Total:		122,823.47	0.00	0.00	122,823.47
GRANT FUND BUDGET:	G-02	266,032.83	0.00	0.00	266,032.83
ANIMAL CONTROL FUND BUDGET:	T-12	318.00	0.00	0.00	318.00
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	7,854.45	0.00	0.00	7,854.45
TRUST OTHER	T-20	473.77	0.00	0.00	473.77
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	3,747.70	0.00	0.00	3,747.70
Year Total:		12,393.92	0.00	0.00	12,393.92
Total Of All Funds:		3,835,726.21	0.00	0.00	3,835,726.21

Attachment: Bill List 11-10-21 (2021-474 : Payment of Bills)

November 10, 2021 Council Meeting

Balance Brought Forward from Total List Amount

\$ 3,835,726.21

Corbo Resturant Supply (PO 21-02383)

2,400.00

CMRS-FP Postage (PO 21-03022)

2,500.00

\$ 3,840,626.21



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-475

Routine transfer of funds.

	From	To
Current Fund:		
Central Functions	\$5,000.00	
Tax Assessor OE	12,000.00	
Planning Dept. SW	10,000.00	
Liability Insurance	55,000.00	
Workers Compensation Ins.	55,000.00	
Employee Group Insurance	5,400.00	
Police SW	10,000.00	
Fire SW	23,000.00	
Social Services OE	7,000.00	
Senior Citizens SW	6,600.00	
Municipal Court SW	40,000.00	
Street Lighting	5,000.00	
Light, Heat, Power	5,000.00	
Finance SW		\$1,000.00
Tax Assessor SW		22,000.00
Legal		80,000.00
Planning Board OE		10,000.00
Engineering OE		90,000.00
Buildings and Grounds OE		10,000.00
Code Enforcement SW		13,000.00
Social Services SW		7,000.00
Social Security		6,000.00



RESOLUTION NO. 2021-475

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

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS IN THE FISCAL YEAR 2021 BUDGET

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

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

WHEREAS, New Jersey Statute 40A:4-58 allows for the transfer of funds between line items during the two months during the fiscal year and the first three months of the following year.

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

	From	To
Current Fund:		
Central Functions	\$5,000.00	
Tax Assessor OE	12,000.00	
Planning Dept. SW	10,000.00	
Liability Insurance	55,000.00	
Workers Compensation Ins.	55,000.00	
Employee Group Insurance	5,400.00	
Police SW	10,000.00	
Fire SW	23,000.00	
Social Services OE	7,000.00	
Senior Citizens SW	6,600.00	
Municipal Court SW	40,000.00	
Street Lighting	5,000.00	
Light, Heat, Power	5,000.00	
Finance SW		\$1,000.00
Tax Assessor SW		22,000.00
Legal		80,000.00

Planning Board OE	10,000.00
Engineering OE	90,000.00
Buildings & Grounds OE	10,000.00
Code Enforcement SW	13,000.00
Social Services SW	7,000.00
Social Security	6,000.00

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-475 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-476

Resolution authorizing the amendment of parts needed to repair RBC #4 at the Sewer Plant. Resolution #2021-357 was approved in the amount of \$15,900 and the final invoice is for \$16,051.00, an increase in the amount of \$151.00.



RESOLUTION NO. 2021-476

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

RESOLUTION AMENDING THE PURCHASE OF PARTS NEEDED TO REPAIR RBC (ROTATING BIOLOGICAL CONTRACTOR) #4 AT THE SEWER PLANT

WHEREAS, the City of Asbury Park adopted Resolution #2021357 on July 28, 2021 for the purchase of parts needed to repair the RBC (Rotating Biological Contractor) #4 at the Sewer Plant from Balkus Welding totaling \$15,900.00; and

WHEREAS, the City of Asbury Park received an invoice from Balkus Welding with the price of the project totaling \$16,051.00 and is attached to this Resolution; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account #1-07-55-502-000-201 of the official budget 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 Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the amendment of a contract to Balkus Welding in the amount of \$16,051.00 for the purchase of parts needed to repair RBC #4 at the Sewer Plant and a copy of this Resolution shall be provided to the DPW Superintendent, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-476 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS 10th DAY OF November, 2021.

MELODY HARTSGROVE
CITY CLERK

DATE: 10/10/1964

ST. JOHN
JANUARY 10 1968
ST. JOHN
JANUARY 10 1968

[illegible]

Attachment: BALKUS ESTIMATE & INVOICE (2021-476 : Amending the purchase of parts needed to repair RBC #4 at the Sewer Plant)

Balkus Welding

24 Pepper Road S-002726
 Browns Mills NJ
 08015

Estimate

Date	Estimate #
7/8/2021	1149

Name / Address
City of Asbury Park

			Project
Description	Qty	Rate	Total
Build RBC hard ware for City of Abury Park		0.00	0.00
Half shell with welded flat bar	200	55.65	11,130.00
Half shell	100	32.00	3,200.00
Flat bar 3X7X 3/8 with 4 hole	50	31.40	1,570.00
Thank you for your business.			Total \$15,900.00

Phone #
609-902-3354

Estimate #	1000
Date	10/1/20

2-00-2
10/1/20

Project Name	2-00-2
Project Location	10/1/20

Item	Unit	Quantity	Unit Price	Total Price
1.0000	1.00	1.00	1.00	1.00
2.0000	2.00	2.00	2.00	4.00
3.0000	3.00	3.00	3.00	9.00
4.0000	4.00	4.00	4.00	16.00
5.0000	5.00	5.00	5.00	25.00
6.0000	6.00	6.00	6.00	36.00
7.0000	7.00	7.00	7.00	49.00
8.0000	8.00	8.00	8.00	64.00
9.0000	9.00	9.00	9.00	81.00
10.0000	10.00	10.00	10.00	100.00
11.0000	11.00	11.00	11.00	121.00
12.0000	12.00	12.00	12.00	144.00
13.0000	13.00	13.00	13.00	169.00
14.0000	14.00	14.00	14.00	196.00
15.0000	15.00	15.00	15.00	225.00
16.0000	16.00	16.00	16.00	256.00
17.0000	17.00	17.00	17.00	289.00
18.0000	18.00	18.00	18.00	324.00
19.0000	19.00	19.00	19.00	361.00
20.0000	20.00	20.00	20.00	400.00
21.0000	21.00	21.00	21.00	441.00
22.0000	22.00	22.00	22.00	484.00
23.0000	23.00	23.00	23.00	529.00
24.0000	24.00	24.00	24.00	576.00
25.0000	25.00	25.00	25.00	625.00
26.0000	26.00	26.00	26.00	676.00
27.0000	27.00	27.00	27.00	729.00
28.0000	28.00	28.00	28.00	784.00
29.0000	29.00	29.00	29.00	841.00
30.0000	30.00	30.00	30.00	900.00
31.0000	31.00	31.00	31.00	961.00
32.0000	32.00	32.00	32.00	1024.00
33.0000	33.00	33.00	33.00	1089.00
34.0000	34.00	34.00	34.00	1156.00
35.0000	35.00	35.00	35.00	1225.00
36.0000	36.00	36.00	36.00	1296.00
37.0000	37.00	37.00	37.00	1369.00
38.0000	38.00	38.00	38.00	1444.00
39.0000	39.00	39.00	39.00	1521.00
40.0000	40.00	40.00	40.00	1600.00
41.0000	41.00	41.00	41.00	1681.00
42.0000	42.00	42.00	42.00	1764.00
43.0000	43.00	43.00	43.00	1849.00
44.0000	44.00	44.00	44.00	1936.00
45.0000	45.00	45.00	45.00	2025.00
46.0000	46.00	46.00	46.00	2116.00
47.0000	47.00	47.00	47.00	2209.00
48.0000	48.00	48.00	48.00	2304.00
49.0000	49.00	49.00	49.00	2401.00
50.0000	50.00	50.00	50.00	2500.00
51.0000	51.00	51.00	51.00	2601.00
52.0000	52.00	52.00	52.00	2704.00
53.0000	53.00	53.00	53.00	2809.00
54.0000	54.00	54.00	54.00	2916.00
55.0000	55.00	55.00	55.00	3025.00
56.0000	56.00	56.00	56.00	3136.00
57.0000	57.00	57.00	57.00	3249.00
58.0000	58.00	58.00	58.00	3364.00
59.0000	59.00	59.00	59.00	3481.00
60.0000	60.00	60.00	60.00	3600.00
61.0000	61.00	61.00	61.00	3721.00
62.0000	62.00	62.00	62.00	3844.00
63.0000	63.00	63.00	63.00	3969.00
64.0000	64.00	64.00	64.00	4096.00
65.0000	65.00	65.00	65.00	4225.00
66.0000	66.00	66.00	66.00	4356.00
67.0000	67.00	67.00	67.00	4489.00
68.0000	68.00	68.00	68.00	4624.00
69.0000	69.00	69.00	69.00	4761.00
70.0000	70.00	70.00	70.00	4900.00
71.0000	71.00	71.00	71.00	5041.00
72.0000	72.00	72.00	72.00	5184.00
73.0000	73.00	73.00	73.00	5329.00
74.0000	74.00	74.00	74.00	5476.00
75.0000	75.00	75.00	75.00	5625.00
76.0000	76.00	76.00	76.00	5776.00
77.0000	77.00	77.00	77.00	5929.00
78.0000	78.00	78.00	78.00	6084.00
79.0000	79.00	79.00	79.00	6241.00
80.0000	80.00	80.00	80.00	6400.00
81.0000	81.00	81.00	81.00	6561.00
82.0000	82.00	82.00	82.00	6724.00
83.0000	83.00	83.00	83.00	6889.00
84.0000	84.00	84.00	84.00	7056.00
85.0000	85.00	85.00	85.00	7225.00
86.0000	86.00	86.00	86.00	7396.00
87.0000	87.00	87.00	87.00	7569.00
88.0000	88.00	88.00	88.00	7744.00
89.0000	89.00	89.00	89.00	7921.00
90.0000	90.00	90.00	90.00	8100.00
91.0000	91.00	91.00	91.00	8281.00
92.0000	92.00	92.00	92.00	8464.00
93.0000	93.00	93.00	93.00	8649.00
94.0000	94.00	94.00	94.00	8836.00
95.0000	95.00	95.00	95.00	9025.00
96.0000	96.00	96.00	96.00	9216.00
97.0000	97.00	97.00	97.00	9409.00
98.0000	98.00	98.00	98.00	9604.00
99.0000	99.00	99.00	99.00	9801.00
100.0000	100.00	100.00	100.00	10000.00

Signature	
Date	

Attachment: BALKUS ESTIMATE & INVOICE (2021-476 : Amending the purchase of parts needed to repair RBC #4 at the Sewer Plant)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-477

Resolution awarding a contract to Lucas Brother's, Inc. for Bond Street Improvements.



RESOLUTION NO. 2021-477

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

RESOLUTION AWARDING A CONTRACT TO LUCAS BROTHERS, INC. FOR BOND STREET IMPROVEMENTS

WHEREAS, the City of Asbury Park received and opened sealed bids on October 28, 2021 for Bond Street Improvements; and

WHEREAS, the lowest responsible and responsive bidder of the two (2) bids received is Lucas Brothers, Inc. in the amount of \$1,657,657.00; and

WHEREAS, the City Engineer's recommendation is contingent upon (1) the review and approval of the low bidder's bid documents by the City Attorney, (2) a certification of the availability of funds from the City's Chief Financial Officer, and (3) Concurrence of Award by the New Jersey Department of Transportation; and

WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Accounts C-09-17-907-000-902 and C-09-17-907-000-903 of the official budget 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 Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Lucas Brothers Inc. in the amount of \$1,657,657.00

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-477 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS 10th DAY OF November, 2021.

MELODY HARTSGROVE
CITY CLERK

I, FRANCIS W. MULLAN, P.E., C.M.E., ASBURY PARK CITY ENGINEER,
CERTIFY THAT THIS TABULATION IS ACCURATE AND CORRECT.

 November 1, 2021

FRANCIS W. MULLAN, PE, CME DATE
NJ Professional Engineer License No. 24GE03828400



YOUR GOALS. OUR MISSION.

3.D.4.b

ASPK-00776

November 1, 2021
(Via email)

Ms. Donna M. Vieiro, City Manager
City of Asbury Park
One Municipal Plaza
Asbury Park, New Jersey 07712

**Re: City of Asbury Park
NJDOT FY2020 Municipal Aid Project
Bond Street Improvements
Recommendation to Award Bid**

Dear Ms. Vieiro:

On Thursday, October 28, 2021, two (2) bids were received for the above referenced project. This project consists of roadway reconstruction, curb, sidewalk, and drainage, as well as sanitary sewer replacement on Bond Street, between Fifth Avenue and Summerfield Avenue.

A bid summary is provided below, and complete bid tabulation is attached for your reference.

Lucas Brothers, Inc.	\$ 1,657,657.00
Black Rock Enterprises, LLC	\$ 1,667,657.40
<i>Engineer's Estimate</i>	<i>\$ 2,019,293.50</i>

The apparent low bidder is Lucas Brothers, Inc. of Morganville, NJ. T&M has worked with Lucas Brothers, Inc. on past projects in the City of Asbury Park and find their work to be acceptable. 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, Lucas Brothers, Inc., for the project bid amount of **\$1,657,657.00**.

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 NJDOT.

If you have any questions or require additional information, kindly advise.

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER

On Behalf of:
FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

FWM:JDH:jdh

Enclosures

Cc: Michael Manzella, Deputy City Manager
Robert Bianchini, Director of Public Facilities and Capital Projects
Tracy Lizardi, City Purchasing Agent
Melody Hartsgrrove, City Clerk (via email)
Frederick C. Raffetto, City Attorney (via email)
JoAnn Boos, CFO (via email)
James Foster, Treasurer (via email)

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BID PACKET

FOR:

Bond Street Improvements

City of Asbury Park,
Monmouth County,
New Jersey

BY:

Lucas Brothers, Inc.
(Bidder Name)

80 Aubrey Road
Morganville, NJ 07751
(Bidder Address)

732-536-6663
(Bidder Phone Number)

732-536-5831
(Bidder Alternative Phone Number)

732-536-5831
(Bidder Fax Number)

22-2261741
(Bidder Federal I.D. # or S.S. #)

daniel@lucas & lucasbroS.com
(Bidder Email Address)

Luis Lucas
(Name of Bidder's Authorized Representative)

TO:

City of Asbury Park

Asbury Park Municipal Complex
One Municipal Plaza

BID SUBMISSION CHECKLIST

(Pursuant to N.J.S.A. 40A:11-23.2)

Bond Street Improvements City of Asbury Park

Lucas Brothers Inc
(Bidder Name)

Bidders are required to submit all of the following documents with their Bid Packets. Failure to submit all documents may mandate rejection of the Bid Packets.

DESCRIPTION OF DOCUMENT	BIDDER'S INITIALS
1. BID SUBMISSION CHECKLIST pursuant to <u>N.J.S.A. 40A:11-23.2</u> (this document)	<u>u</u>
2. BID PROPOSAL	<u>u</u>
3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA pursuant to <u>N.J.S.A. 40A:11-23c. 1, 2, & 3</u>	<u>u</u>
4. BUSINESS REGISTRATION CERTIFICATE pursuant to <u>N.J.S.A. 52:32-44</u>	<u>u</u>
5. PUBLIC WORKS CONTRACTOR CERTIFICATE pursuant to <u>N.J.S.A. 34:11-56.48</u>	<u>u</u>
6. OWNERSHIP DISCLOSURE pursuant to <u>N.J.S.A. 52:25-24.2</u>	<u>u</u>
7. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN pursuant to <u>N.J.S.A. 40A:11-2.1</u>	<u>u</u>
8. DISCLOSURE OF ELECTION CONTRIBUTIONS pursuant to <u>N.J.S.A. 19:44A-20.27</u>	<u>u</u>
9. BID BOND AND SECURITY pursuant to <u>N.J.S.A. 40A:11-21</u>	<u>u</u>
10. CONSENT OF SURETY pursuant to <u>N.J.S.A. 40A:11-22</u>	<u>u</u>
11. NON-COLLUSION AFFIDAVIT pursuant to <u>N.J.S.A. 52:34-15</u>	<u>u</u>
12. EQUIPMENT CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-20</u>	<u>u</u>
13. SUBCONTRACTOR IDENTIFICATION pursuant to <u>N.J.S.A. 40A:11-16</u>	<u>u</u>
14. PREVAILING WAGE COMPLIANCE DECLARATION pursuant to <u>N.J.S.A. 34:11-56.25 et seq.</u>	<u>u</u>
15. BIDDER'S ACKNOWLEDGMENT	<u>u</u>
16. AMERICAN PRODUCTS CERTIFICATION pursuant to <u>N.J.S.A. 40A:11-18</u>	<u>u</u>
17. STATEMENT OF EXPERIENCE AND QUALIFICATIONS (on the forms provided)	<u>u</u>
18. PENDING ETHICAL VIOLATIONS STATEMENT (on company letterhead)	<u>u</u>
19. BID PACKET CERTIFICATION (completed and signed by appropriate an authorized representative(s) of Bidder and notarized by Notary Public)	<u>u</u>

BID PROPOSAL

Bond Street Improvements – City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1.	SILT FENCE	2000	LF	\$ 0.01	\$ 20.00
2.	BREAKAWAY BARRICADE	10	UNIT	\$ 0.01	\$ 0.10
3.	DRUM	25	UNIT	\$ 0.01	\$ 0.25
4.	TRAFFIC CONE	50	UNIT	\$ 0.01	\$ 0.50
5.	CONSTRUCTION SIGN	420	SF	\$ 12.00	\$ 5,040.00
6.	POLICE TRAFFIC DIRECTORS (IF & WHERE DIRECTED)	1400	HOUR	\$75.00	\$105,000.00
7.	SEWER LATERAL TRACING	1	LS	\$20,000.00	\$20,000.00
8.	FUEL PRICE ADJUSTMENT	665	DOLLAR	\$1.00	\$665.00
9.	ASPHALT PRICE ADJUSTMENT	3585	DOLLAR	\$1.00	\$3,585.00
10.	HMA MILLING, MORE THAN 3" TO 6"	10,140	SY	\$ 4.30	\$ 43,602.00
11.	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK (IF & WHERE DIRECTED)	10,140	SY	\$ 0.01	\$ 101.40
12.	POLYMERIZED JOINT ADHESIVE	330	LF	\$ 0.01	\$ 3.30
13.	TACK COAT	315	GAL	\$ 6.00	\$ 1,890.00
14.	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	1,235	TON	\$ 100.00	\$ 123,500.00
15.	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	2,450	TON	\$ 125.00	\$ 306,250.00
16.	CONCRETE SIDEWALK, 4" THICK	3,645	SY	\$ 65.00	\$ 236,925.00
17.	HOT MIX ASPHALT DRIVEWAY, 5" THICK	20	SY	\$ 150.00	\$ 3,000.00
18.	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	355	SY	\$ 70.00	\$ 24,850.00
19.	RESET PAVER DRIVEWAY (IF & WHERE DIRECTED)	15	SY	\$ 115.00	\$ 1,725.00
20.	DETECTABLE WARNING SURFACE	340	SF	\$ 45.00	\$ 15,300.00
21.	COMBINATION CONCRETE CURB AND GUTTER	6,305	LF	\$ 40.00	\$ 252,200.00
22.	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 4" WIDE	8,780	LF	\$ 0.70	\$ 6,146.00

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
23.	TRAFFIC STRIPES, LONG-LIFE, THERMOPLASTIC, 24" WIDE	2,680	LF	\$ 4.15	\$ 11,122. ¹⁰
24.	REGULATORY AND WARNING SIGN	48	SF	\$ 45. ⁰⁰	\$ 2,160. ⁰⁰
25.	RESET VALVE BOX OR METER PIT	1	UN	\$ 681.45	\$ 681.45
26.	4" POLYVINYL CHLORIDE SEWER PIPE LATERAL (IF & WHERE DIRECTED)	1,540	LF	\$ 42. ⁰⁰	\$ 64,680. ⁰⁰
27.	8" POLYVINYL CHLORIDE SEWER PIPE (IF & WHERE DIRECTED)	2,125	LF	\$ 93. ⁰⁰	\$ 197,625. ⁰⁰
28.	SANITARY SEWER SERVICE CONNECTION (IF & WHERE DIRECTED)	60	UNIT	\$ 775. ⁰⁰	\$ 46,500. ⁰⁰
29.	CLEANOUT (IF & WHERE DIRECTED)	60	UNIT	\$ 450. ⁰⁰	\$ 27,000. ⁰⁰
30.	MANHOLE, SANITARY SEWER (IF & WHERE DIRECTED)	17	UNIT	\$ 8,500. ⁰⁰	\$ 144,500. ⁰⁰
31.	BORROW TOPSOILING, 5" THICK	1,235	SY	\$ 8.50	\$ 10,497.50
32.	SEEDING AND FERTILIZING, TYPE G	1,235	SY	\$ 1.65	\$ 2,037.75
33.	STRAW MULCHING	1,235	SY	\$ 0.85	\$ 1,049.75

TOTAL BID AMOUNT (Items 1 through 33): \$ 1,652,65.¹⁰

WRITE TOTAL BID AMOUNT (Items 1 through 33): one million six hundred fifty two thousand six hundred fifty two dollars & zero 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: u

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

(Pursuant to N.J.S.A. 40A:11-23c, 1, 2, & 3)

Bond Street Improvements City of Asbury Park

Lucas Brothers, Inc

(Bidder Name)

Bidders must complete this **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** below and submit along with Bid Packets.

<u>ADDENDA NUMBER</u>	<u>DATED</u>	<u>TITLE OR DESCRIPTION</u>	<u>BIDDER'S INITIALS</u>
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____
_____	____/____/____	_____	_____

☒ No Addendum received: _____

By initialing here, the Bidder hereby represents and warrants that the above **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA** is complete and accurate:

u

BUSINESS REGISTRATION CERTIFICATE

(Pursuant to N.J.S.A. 52:32-44)

Bond Street Improvements City of Asbury Park

Lucas Brothers, Inc
(Bidder Name)

Bidders shall provide proof of its own business registration and proofs of business registration for any Subcontractors. The proof of business shall be in the form of a copy of the organization's **BUSINESS REGISTRATION CERTIFICATE** issued by the New Jersey Division of Revenue. No contract with a Subcontractor shall be entered into by any Contractor, as the successful Bidder, under any contract with the Owner unless the Subcontractor first provides its proof of registration. The proofs of business registration shall be provided prior to the award of Contract.

Before final payment on the Contract is made by the Owner, the Contractor, as the successful Bidder, shall submit an accurate list and copies of the **BUSINESS REGISTRATION CERTIFICATES** of each Subcontractor at all levels used in the fulfillment of the Contract, or shall attest that no Subcontractors were used.

For the term of the Contract, the Contractor or the Contractor with a Subcontractor(s) that has entered into this Contract with the Owner, 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 their taxable sales of tangible personal property delivered into this State.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **BUSINESS REGISTRATION CERTIFICATE:**

u

PUBLIC WORKS CONTRACTOR CERTIFICATE

(Pursuant to N.J.S.A. 34:11-56.48)

Bond Street Improvements City of Asbury Park

Lucas 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 at the time the Bid Packets are received. Each Bidder shall, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for all Subcontractors identified in the Bid Packet. 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 prior to physically starting the work on the Project. Failure to register accordingly and submit copies of the **PUBLIC WORKS CONTRACTOR CERTIFICATE** shall render the Bid Packet to be non-responsive.

By initialing here, the Bidder hereby acknowledges and accepts all of the requirements detailed above for the **PUBLIC WORKS CONTRACTOR CERTIFICATE**:

u

OWNERSHIP DISCLOSURE

(Pursuant to N.J.S.A. 52:25-24.2)

Bond Street Improvements City of Asbury Park

Lucas Brothers, Inc
(Bidder Name)

PART I - Check the box that represents the type of business organization:

- ☐ Partnership
 ☒ Corporation
 ☐ Sole Proprietorship
☐ Limited Partnership
 ☐ Limited Liability Corporation
 ☐ Limited Liability Partnership
☐ Subchapter S Corporation
 ☐ Other: _____

PART II - Please check the appropriate box below:

- ☐ The Bidder certifies that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock or partnership interest of the bidding entity.

- OR -

- ☒ The Bidder certifies that the list below contains the names and addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock or partnership interest of the bidding entity.

	FULL NAME OF INDIVIDUAL OR BUSINESS ENTITY	ADDRESS OF INDIVIDUAL OR BUSINESS ENTITY	SHARE OWNED
1.	<u>Lucas Brothers</u>	<u>80 Ambury Rd.</u>	<u>50</u> %
		<u>Morgantown, NJ 07751</u>	
2.	<u>Joao Lucas</u>	<u>80 Ambury Rd.</u>	<u>50</u> %
		<u>Morgantown, NJ 07751</u>	
3.			%

NOTES:

1. Attach additional sheets in this format, if necessary.
2. If a corporation or partnership is shown as a greater than ten percent (10%) owner, attach similar breakdown of ("its") individual owners.

By initialing here, the Bidder hereby represents and warrants that the information provided in this OWNERSHIP DISCLOSURE is complete and accurate:

u

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(Pursuant to N.J.S.A. 52:25-24.2)

Bond Street Improvements

City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

PART I - BIDDERS MUST COMPLETE PART I BY CHECKING EITHER OF THE BOXES BELOW.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THAT BID NON-RESPONSIVE.

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 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: <http://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 will render a Bidder's Bid Packet non-responsive. 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 *Public Law 2012, c.25*, that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates 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 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. Failure to provide such will result in the Bid Packet being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART II - Bidders must 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: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

(Pursuant to N.J.S.A. 52:25-24.2)

Bond Street Improvements

City of Asbury Park

Lucas 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:

[Signature]

(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Lucas Lucas

(Print or Type)

TITLE:

President

DISCLOSURE OF ELECTION CONTRIBUTIONS

(Pursuant to N.J.S.A. 19:44A-20.27)

Bond Street Improvements City of Asbury Park

Lucas 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:

u

BID BOND

(Pursuant to N.J.S.A. 40A:11-2.1)

see attached (u)

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 _____, (hereinafter called the "Principal"), and
 (Bidder Address)
 _____, 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:

Bond Street 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 Principal 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 _____ of the month of

(Date)

_____ in the year of 20 _____ .
 (Month) (Year)

BY: _____
 (Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME: _____
 (Print or Type)

TITLE: _____

CONSENT OF SURETY

(Pursuant to N.J.S.A. 40A:11-22)

See attached (u)

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)

New Jersey and authorized to do business in New Jersey, consents and agrees that if the Contract for the
(State)

Bond Street Improvements, located in the

**City of Asbury Park,
Monmouth County,
New Jersey**, 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)

Bidders are required to submit, along with Bid Packets, this NON-COLLUSION AFFIDAVIT.

I, Luis Lucy, residing in Morganville
(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 Lucy Brothers, Inc.
(Bidder's Authorized Representative Title) (Bidder's Name)

_____, the Bidder making this Bid Proposal for the Bid Packet entitled,
Bond Street Improvements

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

Lucy Brothers, Inc.
(Bidder's Name)

BY: [Signature]
(Bidder's Authorized Representative Signature)

CORPORATE SEAL:

NAME: Luis Lucy
(Print or Type)

TITLE: President

EQUIPMENT CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-20)

Bond Street Improvements City of Asbury Park

Lucas 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 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:

LL

SUBCONTRACTOR IDENTIFICATION

(Pursuant to N.J.S.A. 40A:11-16)

Bond Street Improvements City of Asbury Park

Lucas Brothers, Inc.

(Bidder Name)

PART I – Pursuant to N.J.S.A. 40A:11-16, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.

WORK

SUBCONTRACTOR

1. Plumbing and gas fitting
and all kindred work

Name: None

Address: _____

License No.: _____ Expiration: _____

2. Steam and hot water
heating and ventilating
apparatus, steam power
plants and kindred work

Name: None

Address: _____

License No.: _____ Expiration: _____

3. Electrical work

Name: None

Address: _____

License No.: _____ Expiration: _____

4. Structural steel and
ornamental iron work

Name: None

Address: _____

License No.: _____ Expiration: _____

5. Other

Name: None

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)

Bond Street Improvements City of Asbury Park

Lucas Brothers Inc
(Bidder Name)

PART II – In addition to this SUBCONTRACTOR IDENTIFICATION, each Bidder is required to submit, along with its Bid Packet, the following:

- a.) Evidence of Business Registration Certificate for all Subcontractors listed;

– AND –

- b.) 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 either the Evidence of Business Certificate Registration or the Evidence of Consent of Surety for all Subcontractors shall be cause to reject this Bid Packet.

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**:

u

PREVAILING WAGE COMPLIANCE DECLARATION

(Pursuant to N.J.S.A. 34:11-56.25 et seq.)

Bond Street Improvements City of Asbury Park

Lucas Brothers, Inc.

(Bidder Name)

Bidders must submit, along with their Bid Packets, this **PREVAILING WAGE COMPLIANCE DECLARATION**.

The above-named Bidder, located at 80 Ambury Rd Morganville NJ 07751,
(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 and prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Industry under N.J.S.A. 34:11-56.25 regulation 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.

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 \$15,444.

By initialing here, the Bidder hereby accepts and agrees to the terms and conditions of the
PREVAILING WAGE COMPLIANCE DECLARATION:

LC

BIDDER'S ACKNOWLEDGEMENT

Bond Street Improvements City of Asbury Park

Lucas Brothers Inc.
(Bidder Name)

This **BIDDER'S ACKNOWLEDGMENT** shall be submitted in the Bidder's with Bid Packet. Prior to the submission of Bid Packets, all Bidders are required to agree to the following items:

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. All such examinations and investigations must be made prior to the submission of Bid Packets.

Submission of Bid Packet by a Bidder is a representation that the Bidder has visited the Site, has become familiar with the extent and requirements of the Work and the actual conditions with the requirements of the Contract Documents, and has affirmed that the Contract time specified is a reasonable period for performing the Work and completing the Project.

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 3.5: STATUTORY AND OTHER REQUIREMENTS of THE BID PACKET PROCEDURES**, 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 Industry 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)

Bond Street Improvements City of Asbury Park

Lucas 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:

Lucas Lucas

(Print or Type)

TITLE:

President

AMERICAN PRODUCTS CERTIFICATION

(Pursuant to N.J.S.A. 40A:11-18)

Bond Street Improvements City of Asbury Park

Lucas 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**:

u

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

Bond Street Improvements City of Asbury Park

Lucas 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: 1979

2.) State of Incorporation or Formation of bidding entity: NJ

3.) Number of years engaged in the contracting business under your present firm or trading name: 42

4.) General character of work performed by company: Heavy Highway

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 ten percent (10%) 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

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

Bond Street Improvements

City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

13.) Please provide the following information regarding major contracts completed by your firm within the last three (3) years:

[illegible]

By initialing here, the Bidder hereby represents and warrants that the information provided in this STATEMENT OF EXPERIENCE AND QUALIFICATIONS is complete and accurate:

PENDING ETHICAL VIOLATIONS STATEMENT

All Bidders are required to submit, along with Bid Packets, a statement on the Bidder's company letterhead that indicates there are no pending ethics violations against the Bidder or any of its officers.

*By initialing here, the Bidder hereby acknowledges this requirement and represents that the information provided in its **PENDING ETHICAL VIOLATIONS STATEMENT** is complete and accurate:*



LUCAS BROTHERS, INC.

80 AMBOY ROAD
MORGANVILLE, NJ 07751

PHONE (732) 536-6663
FAX (732) 536-5831

City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07717

RE: Bond Street Improvements Project
Bid Date 10/28/2021

To whom it may concern:

There are currently no pending ethics violations against Lucas Brothers, Inc. or any of its officers.

Sincerely,



Luis Lucas
President

BID PACKET CERTIFICATION

STATE OF NEW JERSEY

COUNTY OF Monmouth

SS.

I, Lucas Lucas, residing in Morganville
(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 Lucas Brothers Inc.
(Authorized Representative Title) (Bidder Name)

_____, the Bidder submitting this Bid Packet for the Project, entitled

Bond Street Improvements

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:

[Signature]
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Lucas Lucas
(Print or Type)

TITLE:

President

This Bid Packet has been Sworn and Subscribed before me this

28th Day of October, 20 21

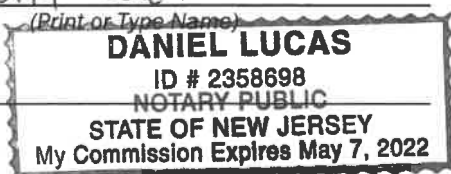
NOTARY PUBLIC SEAL:

NOTARY
PUBLIC

[Signature]
(Notary Public Signature)

Daniel Lucas
(Print or Type Name)

My Commission Expires



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
LUCAS BROTHERS, INC. as Principal, and

NORTH AMERICAN SPECIALTY INSURANCE COMPANY as Surety, is

hereby held and firmly bound unto CITY OF ASBURY PARK

as Owner, in the Penal Sum of TEN PERCENT OF THE AMOUNT BID NOT TO EXCEED TWENTY THOUSAND DOLLARS

(10% NOT TO EXCEED \$20,000) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our successors and assigns.

Signed this 28TH day of OCTOBER, 2021.

The condition of the above obligation is such that whereas the Principal has submitted to
CITY OF ASBURY PARK

a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the
BOND STREET IMPROVEMENTS PROJECT

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in other respects perform the agreement created by the acceptance of said bid,

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 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; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

LUCAS BROTHERS, INC.

BY:  Principal

ATTEST: 

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

BY:  CHERYL R. COLEMAN, Attorney-in-Fact

WITNESS: 

ZACH ROSENTHAL, As to Surety

Attachment: ASPK00776- Lucas Brothers Bid Package (2021-477 : Awarding of a contract to Lucas Brothers for Bond Street Improvements)

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Incorporated, organized and existing under the laws of the State of NEW HAMPSHIRE

and licensed to do business in the State of NEW JERSEY certifies and agrees, that if the contract for BOND STREET IMPROVEMENTS PROJECT

for: CITY OF ASBURY PARK

is awarded to LUCAS BROTHERS, INC.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor, provided however, that this commitment shall expire ninety (90) days from the bid opening.

Signed, sealed and dated this 28TH day of OCTOBER, 2021.

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

BY: 
CHERYL R. COLEMAN, ATTORNEY-IN-FACT

WITNESS: 
ZACH ROSENTHAL, AS TO SURETY

(To be accompanied by the usual proof of Authority of officers of the Surety Company to execute same.)

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

THOMAS M. TRUE, MARC J. MICHALEWSKY, SANDRA A. PACE, MARY J. DAMATO, LISA A. ANDERSON, CHERYL R. COLEMAN

RACHAEL HURLEY AND KEMAL BRKANOVIC

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

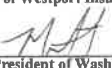
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 19th day of March, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 19th day of March, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

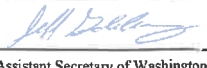
of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of October, 20 21.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



1460 American Lane, Suite 1100, SCHAUMBURG, ILLINOIS 60173
800/338-0753

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
A New Hampshire Corporation

BALANCE SHEET AS OF DECEMBER 31, 2020
(Statutory Basis)

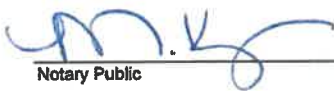
Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS		LIABILITIES	
Cash	56,559,244	Reserve for Unearned Premiums	142
Bonds	230,744,728	Reserve for Losses and Loss Adjustment Expenses	19,768,427
Other Invested Assets	65,369,861	Funds Withheld	8,190,229
Other Admitted Assets	145,453,663	Taxes and Other Liabilities	139,832,262
		Surplus	332,516,436
TOTAL ADMITTED ASSETS	498,127,496	TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS	498,127,496

The undersigned, being duly sworn, says: That he is Senior Vice President of North American Specialty Insurance Company, Kanas City, Missouri that said company is a corporation duly organized, existing by virtue of the Laws of the State of New Hampshire and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved; July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2020.


Michael A. Ito, Senior Vice President
North American Specialty Insurance Company

Subscribed and sworn before me,
this 24th day of March, 2021


Notary Public





SURETY DISCLOSURE STATEMENT AND CERTIFICATION
Pursuant to N.J.S.A. 2A:44-143

North American Specialty 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 North American Specialty Insurance Company as determined in accordance with the applicable laws of this State, totals \$332,516,436 as of the calendar year ended December 31, 2020, which amount has been certified by PricewaterhouseCoopers LLP, New York, NY, 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) North American Specialty 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, 2020 in the amount of \$25,914,000.
- 4) The amount of the bond to which this statement and certification is attached is \$ The Amount Bid.
- 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:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
North American Specialty Insurance Company	1200 Main Street, Suite 800 Kansas City, MO 64105 (Administrative Address)	100%

- (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, Michael A. Ito, Senior Vice President for North American Specialty Insurance Company, an insurance company domiciled in the State of New Hampshire, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of North American Specialty Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of North American Specialty Insurance Company are false, this bond is VOIDABLE.

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

Michael Ito

Digitally signed by Michael Ito
Date: 2021.04.21 14:13:41 -05'00'

By: _____
Michael A. Ito, Senior Vice President

Dated: October 28, 2021



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:

Responsible Representative(s):
Luis Lucas, President

Responsible Representative(s):
Joao Lucas, Vice-President

Lucas Brothers, Inc.
2020

Al Angelo

Dated: Ann Arbor, Michigan

Attachment: ASPK00776- Lucas Brothers Bid Package (2021-477 : Awarding of a contract to Lucas Brothers for Bond Street Improvements)

This certificate may not be transferred or assigned



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LUCAS BROTHERS INC.
Trade Name:
Address: 80 Amboy Road
Morganville, NJ 07751-2236
Certificate Number: 0109079
Effective Date: November 19, 2001
Date of Issuance: September 08, 2021

For Office Use Only:
20210908133158023

Attachment: ASPK00776- Lucas Brothers Bid Package (2021-477 : Awarding of a contract to Lucas Brothers for Bond Street Improvements)

Certification 17835

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. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUL-2019 to 15-JUL-2026



LUCAS BROTHERS, INC.
80 AMBOY ROAD
MORGANVILLE
NJ 07751



Elizabeth M. Muoio

ELIZABETH MAHER MUOIO
State Treasurer



State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026

SHEILA OLIVER
Lt. Governor

TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
Acting State Treasurer

APPROVED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges LUCAS BROTHERS INC as a Category 6 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at:
www.njportal.com/DOR/SBERegistry/.



Peter Lowicki

Peter Lowicki
Deputy Director

Issued: 11/12/2018

Certification Number: A0078-81

Expiration: 11/12/2021

Background and experience of the principal members of your organization including all officers:

Individual Name	Present Position	Length of time Employed by your Organization	Years of Construction Experience	Magnitude & Type of Work	In What Capacity
Luis Lucas	President	42 Years	46 Years	Heavy/Highway Bridges	In Charge/ Managemen
Joao Lucas	Vice President	42 Years	52 Years	Heavy/Highway Bridges	In Charge
Marcelo Lucas	Vice President of Operations	33 Years	33 Years	Heavy/Highway Bridges	In Charge
Maria Lucas	Corporate Secretary	15 Years	15 Years	Heavy/Highway Bridges	Accounting
Chris Lucas	Corporate Treasurer	18 Years	18 Years	Heavy/Highway Bridges	Accounting
Patrick Kipp	Project Manager	25 Years	25 Years	Heavy/Highway Bridges	Project Supervision
Daniel Lucas	Office Manager	15 Years	15 Years	Heavy/Highway Bridges	Estimating
Gary Roth	Project Manager	2 Years	25 Years	Heavy/Highway Bridges	Project Management/ Estimating

PAST CLIENT REFERENCES:**Township of North Brunswick**

710 Hermann Road
North Brunswick, NJ
Contact Person: Dave Coats, CME Associates
732-727-8000

County of Middlesex

JFK Square
New Brunswick, NJ
Contact Person: Ming Chang
732-745-3283

County of Monmouth

Hall of Records
Freehold, NJ
Contact Person: Joseph Ettore
732-431-7760

I-Star

205 Third Avenue
Asbury Park, NJ
Contact Person: Stephen Clark
732-774-1143

Borough of Carteret

11 Cooke Road
Carteret, NJ
Contact Person: Ben Matlack, CME Associates
732-462-7400

CURRENT VENDORS:**Trap Rock Industries**

P.O. Box 419

Kingston, NJ

Contact Person: Michael Conti

609-924-0300

Stavola Asphalt

P.O. Box 418

Red Bank, NJ

Contact Person: Don DeCuollo

732-542-2328

Campbell Foundry

800 Bergen Street

Harrison, NJ

Contact Person: Chris Campbell

973-483-5480

Old Castle Precast1920 12th Street

Williamstown, NJ

Contact Person: Alex Gallinaro

609-878-2163

Trinity Products

1969 West Terra Lane

O'Fallon, MO

Contact Person: Robert Griggs

800-456-7473

Project Experience										
NAME OF OWNER & COMPLETE ADDRESS STREET, TOWN, STATE, ZIP CODE	NAME & LOCATION OF PROJECT - TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	PRIME OR SUB		CONTRACT PRICE	DATE COMPLETED Mo. Yr.	ENGINEER IN CHARGE FOR OWNER & PHONE NOS.	WAS TIME EXTENSION NECESSARY	WERE ANY PENALTIES IMPOSED	WE/ CLAIM NOTI	S. TOP ED
		PR	SUB							
County of Middlesex JFK Square New Brunswick, NJ	Improvements to River Road from 287 to John Field Court	X		\$7,156,286	Feb-18	Ming Chang Middlesex County Engineering 732-745-3283	No	No		
County of Middlesex JFK Square New Brunswick, NJ	Water Main Replacement at Alvin Williams Park	X		\$653,452	Jan-18	Ming Chang Middlesex County Engineering 732-745-3283	No	No		
Borough of Keansburg 29 Church Street Keansburg, NJ	Shore Blvd Improvements	X		\$1,842,796	Sep-17	Dennis Dayback T & M Associates 732-671-6400	No	No		
County of Monmouth Hall of Records Freehold, NJ	Reconstruction of Bridge MT-4	X		\$2,288,079	Aug-17	Joseph Etore Monmouth County Engineering 732-431-7760	No	No		
County of Middlesex JFK Square New Brunswick, NJ	Phase I Improvements Plainfield Ave/Stelton Road	X		\$668,507	Dec-16	Ming Chang Middlesex County Engineering 732-745-3283	No	No		
Asbury Partners, LLC 1100 Ocean Avenue Asbury Park, NJ	Infrastructure Improvements Phase 4	X		\$1,685,870	Nov-16	Stephen Clark I-Star 732-774-1143	No	No		
Township of Edison 100 Municipal Blvd Edison, NJ	2015 Road Resurfacing Program Phase 2	X		\$2,913,359	Sep-16	Mark Kataryniak Township Engineer 732-248-7248	No	No		
Township of Howell 4567 Route 9 North Howell, NJ	2015 Capital Program #2 Mill & Overlay	X		\$1,818,772	Jun-16	Ben Matlack CME Associates 732-462-7400	No	No		
Township of North Brunswick Herman Road North Brunswick, NJ	2014 Road Improvement Program	X		\$3,756,362	May-16	David Coats CME Associates 732-727-8000	No	No		
Township of Freehold One Municipal Plaza Freehold, NJ	2015 Pavement Overlay Program	X		\$2,864,809	Feb-16	Dennis Dayback T & M Associates 732-671-6400	No	No		
Township of Freehold One Municipal Plaza Freehold, NJ	Resurfacing of Burlington and Willow Brook Roads	X		\$551,550	Feb-16	Dennis Dayback T & M Associates 732-671-6400	No	No		
County of Middlesex JFK Square New Brunswick, NJ	Replacement of Culverts 5- C-123 and 5-C-124	X		\$1,968,465	Jan-16	Ed Kuchie Middlesex County Engineering 732-745-3283	No	No		
Township of Old Bridge One Municipal Plaza Old Bridge, NJ	2014 Road Resurfacing Contract	X		\$1,046,298	Dec-15	Pinder Sumal Twp of Old Bridge Engineering 732-721-5600	No	No		
Township of Piscataway 455 Hoes Lane Piscataway, NJ	Lakeview Avenue Roadway Improvements	X		\$895,524	Dec-15	Joseph Herrera Twp of Piscataway Engineering 732-562-6560	No	No		
County of Ocean 129 Hooper Avenue Toms River, NJ	Reconstruction of East County Line Road	X		\$720,435	Nov-15	Frank Scarantino Ocean County Engineering 732-929-2130	No	No		
Township of Piscataway 455 Hoes Lane Piscataway, NJ	Hoes Lane West Roadway Improvements	X		\$2,905,526	Sep-15	Joseph Herrera Twp of Piscataway Engineering 732-562-6560	No	No		
County of Monmouth Hall of Records Annex Freehold, NJ	Intersection Improvements at CR 516	X		\$959,507	Aug-15	Joseph Etore Monmouth County Engineering 732-431-7760	No	No		
Borough of Sayreville 167 Main Street Sayreville, NJ	Improvements to Ernston Road	X		\$552,532	Jun-15	Jay Cornell CME Associates 732-727-8000	No	No		
County of Middlesex JFK Square New Brunswick, NJ	Improvements to River Road	X		\$3,826,510	May-15	Ming Chang Middlesex County Engineering 732-745-3283	No	No		

Attachment: ASPK00776- Lucas Brothers Bid Package (2021-477 : Awarding of a contract to Lucas Brothers for Bond Street Improvements)

LUCAS BROTHERS, INC.
Equipment List 2021

NOTE: This list is solely for referencing the value of equipment on hand.
 Service History based list is in the shop.

Description		Make	Year	Model	Serial #
BACKHOES					
120	Rubber Tire Backhoe	John Deere	2004	310SG	T0310SG942097
122	Rubber Tire Backhoe	John Deere	2000	410E 4x4	T0410EX883414
123	Rubber Tire Backhoe	Komatsu	2005	WB15OPS	A70073
125	Rubber Tire Backhoe	John Deere	2007	410J	T0410JX142034
126	Rubber Tire Backhoe	John Deere	1999	410E 4x4	T0410EX877285
124	Rubber Tire Backhoe	John Deere	2001	410G	T0410GX900616
127	Rubber Tire Backhoe	John Deere	1999	410E	T0410EX855678
129	Rubber Tire Backhoe	John Deere	2003	410G	T0410GX925474
130	Rubber Tire Backhoe	John Deere		410E 4x4	T0410EX886565
131	RUBBER TIRE BACKHOE	John Deere	2019	310SL	1T0310SLEKF355714
132	RUBBER TIRE BACKHOE	John Deere	2019	310SL	1T0310SLAKF348760
135	Skid Steer	Caterpillar	2019	259D3 HF	CW901625
EXCAVATORS					
140	Excavator	John Deere	2008	135C	FF135CX-301140
141	Excavator	Komatsu	1993	PC400-LC5L	A70750
142	Excavator	Hitachi Zaxis	2008	135-US-3	FF01SQ073044
143	Excavator	Komatsu	2003	PC 78US-6	4454
144	Excavator	Daewoo		SL290LC-V	1171
145	Excavator	Komatsu	2002	PC220LC-7L	A86143
146	Excavator	John Deere		210G	1FF210GXPPFE523308
147	Excavator	John Deere	2005	225C	FF225CX500347
149	Excavator	John Deere	2001	450LC	FF0450X090574
150	Excavator	Kubota	2002	KY-61-2	20312
151	Excavator	Komatsu	2002	PC400LC-6LM	A85163
152	Excavator	Komatsu	2003	PC300LC-6LE	A84552
154	Excavator	John Deere	2011	135D	1FF135DXEA03023950
DOZERS					
161	Crawler Dozer	John Deere	1997	650G LGP	T0650GW837800
162	Crawler Dozer	John Deere	1990	650G	T0650GW759719
163	Crawler Dozer	John Deere	1995	650G-TC	TD650GW807075
164	Crawler Dozer	John Deere	1984	850B	T0850BF759278
165	Crawler Dozer	John Deere	2001	650H LGP	T065HX898228
166	Crawler Dozer	John Deere	1998	450G	T0450GW760536

167	Crawler Dozer	Caterpillar	1998	D5M LPG	3CR00862
168	Crawler Dozer	John Deere	2020	650K	1T0650KKHLF384137
	LOADERS				
183	Rubber Tire Loader	Komatsu	2003	WA320-3MC	A31661
185	Rubber Tire Loader	Komatsu	1998	WA380-3L	A50119
186	Loader	John Deere	2005	624J	DW624JZ590561
187	Loader	John Deere	1995	544G	DW5446D551146
188	Wheel Loader	Komatsu	2004	WA380/400-5L	A52189
189	4WD Loader	John Deere	2001	644H	DW644HX578855
	ROLLERS				
201	Roller	Bomag	P.1993	BW142D2-510	122381
202	Roller	Bomag	2000	BW120AD-3	101170515158
203	Roller	Ingersoll Rand	P.2002	DD110	5382500
204	Roller	Dynapac	P.1995	CA251AD	58310790
205	Roller	Bomag	2013	120AD-4	861880231085
206	Multipurpose Compactor	Bomag	2013	BMP8500	101720121415
208	roller	Caterpillar	2016	CB64B	CATCB64BVC5600146
210	Roller	Ingersoll Rand	2006	DD-118HF	179092
213	Roller	Ingersoll Rand	1995	DD65	141588
214	Roller	Ingersoll Rand	2002	DD24	170789
215	Roller	Ingersoll Rand	2002	DD24	170790
216	Dirt Roller	Bomag	2002	213D-2	109400270325U
217	Roller	Hamm	2003	HD110HV	60749
218	Trench Compactor	Wacker	2009	RT565C-2	5837347
219	Tandem Roller	Hamm	2020	HD12VV	H230.3108
	PAVERS				
209	Paver	Caterpillar	2013	CB54XW	CAT0CB54AJLM00824
220	Paver	Caterpillar	2009	AP1055D	300711
222	Paver	Blaw-Knox	1996	5510	551010-05
223	Paver	Caterpillar	1996	AP1000	1HD00154
224	Paver	Blaw-Knox	1997	PF410	41010-02
225	Paver	Blaw-Knox	2002	PF5510	551031-05
226	Track path paver	Blaw-Knox	2001	PF-545	545-01-133
227	Paver	Caterpillar	2008	AP1055D	CATAP105CFAC00516
	MILLERS				
230	Milling Machine	Wirtgen	2007	W2200	08-21-0324
231	Milling Machine	Wirtgen	2018	W250	06221084
232	Milling Machine	Wirtgen	1993	W500	6.05.0178

Attachment: ASPK00776- Lucas Brothers Bid Package (2021-477 : Awarding of a contract to Lucas Brothers for Bond Street Improvements)

233	Concrete Cutter	Vermeer		P.2001	CC135	1VRG07082M1000336
234	Milling Machine	Wirtgen		2004	W2100	09.21.14011632.0121
	GRADERS					
242	Grader	Komatsu		2004	GD675-3C	50011
	CRANES/PULL BEHIND					
249	Liebherr crane	Liebherr		2002	LTM1160-2	06879
250	Crane - 18 Ton	Grove			RT418	69714
251	Compressor	Ingersoll Rand		1991	185	194301 U328
252	Compressor	Ingersoll Rand		2004	185	4FVCABAA75U348488
253	Compressor	1995 Atlas Copco		1994	185	H0601-529
254	Compressor	Ingersoll Rand		1997	185	271707ULH221
255	Compressor	185 CFM 115-120 PSI			XAS185	HOP058105
256						
259	Impactor/Crusher	Kleemann		2017	MC11	K0150026
260	Extec	Screenex		2006	S-5 Extec	10202
261	Edge	Stacker		2012	T565	12TS6540099
263	Screenex CV100	Lister-Matso			TX-3	30163
264	Forklift	Gradall Forklift			544D	C355089
266	Tractor w/accessories	New Holland		2001	TC35D	G506361
	Loader	New Holland		2001	16LA	YL401122
	Power Rake	Land Pride		2001	PR1672-21	SEWG8724
267	Wood Chipper	Bandit		2003	250	SE18967
268	Trailer mtd trash pump	Multiquip 6" Pump			MQ600TD80	230102- F4L913
269	Hartl 1310	Mobile Crusher		2005	PC1310-1	216420164
270	Rotary 12k/lb.	Truck Lift			40HA	PR607924BJ91B
271	40' Manlift	JLG			309013875	1100284
273	Generator	Magnum		2010	MMG25FH1	7106078
274	Generator	Multiquip			DCA25SS1V	
	VMS/TRAFFIC SIGNS					
	Arrow Board	Ver-Mac		2005		259US11145S132152
	Solar Message Board	American Signal Corp		2004		1A9BS3314Y2228094
	Solar Message Board	American Signal Corp		2000		1A9BS3316Y2228056
	Solar Message Board	American Signal Corp		1999		1A9BS3317V2228662
	Solar Message Board	Ver-Mac		2002	PCMS1210	259VS415625132931
	Mounted Attenuator				Ram-815	409C
	TSSC-219 SUNRAY	Solar Message Board				S340-273
	TSSC-218 SUNRAY	Solar Message Board				S340-218
	TSSC-273 SUNRAY	Solar Message Board				S340-273

Tracy Lizardi

From: Frederick C. Raffetto <fcr@ansellgrimm.com>
Sent: Monday, November 1, 2021 1:19 PM
To: Jason D. Harzold; Donna Vieiro; Michael J. Manzella
Cc: JoAnn Boos; Tracy Lizardi; Robert Bianchini; James Foster; Francis W. Mullan; Edward Herrman; Brian M. Quinn; Sandra Rodriguez
Subject: [EXTERNAL] RE: ASPK-00776 Bond Street Improvements - Bid Results and Recommendation of Award - Lucas Brothers, Inc.

Jason,

I have reviewed the entire bid package that you attached to your e-mail communication of earlier today and which was submitted by the low bidder on this project, Lucas Brothers, Inc. Based upon my review, I am able to confirm that the low bidder has submitted all required documents, and that all items that were submitted are in satisfactory legal form. As such, the City may now move forward to award the contract to the low bidder, subject to the CFO's confirmation of available funds and the NJDOT's concurrence of award.

Please advise if you need anything further from me.

Thank you,

Frederick C. Raffetto, Esq.
 Ansell Grimm & Aaron, PC
 1500 Lawrence Avenue
 Ocean, New Jersey 07712
 t: (732) 922-1000 ext. 218
 f: (732) 645-8967
 d: (732) 643-5218
[Bio](#) | [V-Card](#) | [Website](#)

From: Jason D. Harzold <JHarzold@tandmassociates.com>
Sent: Monday, November 1, 2021 12:11 PM
To: Donna Vieiro <Donna.Vieiro@cityofasburypark.com>; Michael Manzella <michael.manzella@cityofasburypark.com>
 Frederick C. Raffetto <fcr@ansellgrimm.com>
Cc: JoAnn Boos <JoAnn.Boos@cityofasburypark.com>; Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>; Robert Bianchini <robert.bianchini@cityofasburypark.com>; James Foster <James.Foster@cityofasburypark.com>; Francis W. Mullan <FMullan@tandmassociates.com>; Edward Herrman <EHerrman@tandmassociates.com>; Brian M. Quinn <BQuinn@tandmassociates.com>
Subject: [EXT] ASPK-00776 Bond Street Improvements - Bid Results and Recommendation of Award - Lucas Brothers, Inc

This email has been deemed safe, but always exercise caution when opening any attachments.

Good afternoon Donna & Fred,

Please find the attached bid results for ASPK-00776 Bond Street Improvements. Two bids were received and the apparent low bidder is Lucas Brothers, Inc. of Morganville, NJ.

Attachment: Bond Street Attorney Review & Approval (2021-477 : Awarding of a contract to Lucas Brothers for Bond Street Improvements)

I would ask that Fred please review the bid package submitted by Lucas Brothers at his earliest convenience and that the bid award resolution be placed on the agenda for City Council approval at the November 10th meeting.

The Resolution of Award should be made contingent upon review of the Low Bidder's bid package by the City Attorney and Concurrence of Award by the New Jersey Department of Transportation.

Should you have any questions or require additional information, kindly advise.



JASON D. HARZOLD
CLIENT MANAGER

11 Tindall Road, Middletown, NJ 07748
D 732.865.9482 M 908.415.7208
JHARZOLD@TANDMASSOCIATES.COM | TANDMASSOCIATES.COM





Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-478

Resolution authorizing a contract with O'Hagan Nursery Compost Division for the disposal of leaves during the fall season not-to-exceed \$20,000.00



RESOLUTION NO. 2021-478

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

RESOLUTION AUTHORIZING A CONTRACT FOR THE DISPOSAL OF LEAVES DURING THE FALL SEASON

WHEREAS, the City has a need for disposal of leaves during the Fall season; and

WHEREAS, the City has solicited and obtained two quotes from O'Hagan Nursery Compost Division and Mazza Recycling; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the disposal of leaves to O'Hagan Nursery Compost Division in an amount not-to-exceed 20,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 1-01-26-305-000-209. 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 a contract for leaf disposal in the amount not-to-exceed 20,000.00 to O'Hagan Nursery Compost Division and a copy of this Resolution shall be provided to the Superintendent of DPW, City Manager, CFO and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-478 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS 10th DAY OF November, 2021.

MELODY HARTSGROVE
CITY CLERK

O'Hagan Nursery Compost Division
2 Courtland Street, Neptune, NJ 07753
732.245.8428 Fax 732.776.8798
Email: soarwitheagles3@yahoo.com
EIN 20-8646528



10/27/2021

City of Asbury Park

2021

Tipping fees :

Vac compressed leaves: \$8.70 / Cubic Yard

Raw leaves- \$10.70 /Cubic Yard

Attachment: QUOTES FOR LEAF DISPOSAL (2021-478 : Authorizing a contract for the disposal of leaves during the fall season)



Alex Sabatino, Director of Business Development
 Email: alex@mazzamulch.com
 Mobile Phone: 732-687-9737
 Office Phone: 732-922-9292, Ext. 107
 Office Contact: Nadine Santilli

Client Information:

Customer Name	City of Asbury Park, DPW
Street	9 Main Street
Municipality, State, Zip	Asbury Park, NJ 07712
Contact Name	Robert Bianchini, Director of Capital Projects and Public Facilities
Contact Phone/FAX	P: 732-775-0900
Contact Email	Robert.bianchini@cityofasburypark.com
Contact Cell	732-312-7579
Proposal File	2021.10.28.ScaleLeavesAP

Service: Scale pricing Leave Disposal, Customer #001148, (Monmouth County) – Pricing for this commodity valid for six (6) months from date of proposal.

Mazza Mulch, Inc. - SCALE PRICING

Leaves - \$11.00 per Cubic Yard

*Material is brought to the Mazza Mulch yard at 3230 Shafto Road, Tinton Falls, NJ (Monmouth County)***

Exclusions/Qualifications:

1. Municipality prices are listed as tax exempt (New Jersey State Sales Tax)
2. **Materials brought to Mazza yard by trucks having Asbury Park Municipal identification or subcontractor with prior authorization in writing from Asbury Park DPW office. Trucks without this qualifying information will be refused service
3. Please sign below and return to Nadine Santilli (nadine@mazzarecycling.com) with your Blanket Purchase Order if you wish to utilize this price offering. Monthly billing will reference dates, ticket numbers and agreed rate.
4. Yard hours posted are Monday-Friday, 7:00 am to 4:00 pm and Saturday, 7:00 am to 1:00 pm
Mulch yard is closed on Holidays. Call for special delivery arrangements if outside normal business hours.

Date of Proposal: 10/28/21

Alex Sabatino
 Director of Business Development

 Name of Customer-Signature

 Date

 Print Name and Title of Signatory above

Tracy Lizardi

From: Robert Bianchini
Sent: Thursday, October 28, 2021 9:14 AM
To: Tracy Lizardi
Subject: FW: [EXTERNAL] Asbury Park-Quote requested for leaf disposal
Attachments: Asbury Park-Leaves, October 2021.pdf

Here is one for you

From: Nadine Santilli <nadine@mazzamulch.com>
Sent: Thursday, October 28, 2021 8:53 AM
To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>
Cc: Sabatino <alex@mazzamulch.com>; Jimmy Mazza <jfm@mazzamulch.com>
Subject: [EXTERNAL] Asbury Park-Quote requested for leaf disposal

Good Morning,

Here is the proposal for disposal of Leaves at the Mazza Mulch yard, 3230 Shafto Road, Tinton Falls submitted by Alex Sabatino.

We appreciate your interest and look forward to working with Asbury Park for this service – if you issue a Purchase Order or wish to confirm participation, please forward to nadine@mazzamulch.com. Requests for corporate documentation can be directed to my attention – Thank you,

Sent on behalf of
Alex Sabatino
Director of Business Development
Cell: 732-687-9737



Nadine Santilli

Contract Services

phone: (732) 922-9292 Ext. 107 fax: 732-922-4636
 cell: (732) 691-0978
 email: nadine@mazzamulch.com
 3230A Shafto Road
 Tinton Falls, NJ 07753

www.mazzamulch.com



The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-479

Resolution authorizing the amendment of a contract with Stavola Company for asphalt materials needed to pave between Second & Langford Avenues. Resolution #2021-446 was approved in the amount of \$7,477.00 and the final invoice is for \$7,602.86, an increase in the amount of \$125.86.



RESOLUTION NO. 2021-479

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

RESOLUTION AMENDING A CONTRACT WITH STAVOLA ASPHALT COMPANY FOR ASPHALT

WHEREAS, the City of Asbury Park adopted Resolution #2021-446 on October 13, 2021 for the purchase of asphalt materials from Stavola Asphalt Company for pave between Second & Langford Avenues totaling \$7,477.00; and

WHEREAS, the City of Asbury Park received an invoice from Stavola Asphalt Company with the price of the project totaling \$7,602.86 and is attached to this Resolution; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account #C-04-55-998-169-001 of the official budget 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 Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the amendment of a contract with Stavola Asphalt Company in the amount of \$7,602.86 for the purchase of asphalt materials needed to pave between Second & Langford Avenues Plant and a copy of this Resolution shall be provided to the DPW Superintendent, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-479 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS 10th DAY OF November, 2021.

MELODY HARTSGROVE
CITY CLERK



STAVOLA ASPHALT COMPANY Phone: 732-542-2328 Fax: 732-542-2615

3.D.6.a

INVOICE

Account: 234
 Invoice: 234
 Date: 10/21/21
 Job: 20499

JOB
 20499
 STATEWIDE HMA PICKUP T0155 -
 #18-DPP00252

CITY OF ASBURY PARK
 1 MUNICIPAL PLAZA
 ASBURY PARK, NJ 07712

Sale Date	Loc	Ticket	Destination	Units	Unit Price	Material	Tax	
0252 - HMA 9.5M64/ I-5								
10/21/21	TFA	466909	ASBURY PARK	20.36 TON	75.09	1,528.83		1,528.83
10/21/21	TFA	466920	ASBURY PARK	20.29 TON	75.09	1,523.58		1,523.58
10/21/21	TFA	466935	ASBURY PARK	20.04 TON	75.09	1,504.80		1,504.80
10/21/21	TFA	466943	ASBURY PARK	20.10 TON	75.09	1,509.31		1,509.31
10/21/21	TFA	466961	ASBURY PARK	20.46 TON	75.09	1,536.34		1,536.34
0252 - HMA 9.5M64/ I-5 Total				101.25	75.09	7,602.86		7,602.86

FINANCE
 OCT 29 2021 AM 10:36

INVOICE TOTAL \$7,602.86 \$0.00 \$7,602.86

PAYMENT TYPE: On Account

Terms: N30

Due Date: 11/22/2021

REMIT TO

STAVOLA ASPHALT COMPANY
 PO Box 482
 Red Bank NJ 07701



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-480

Resolution authorizing the amendment of a contract with General Code for Ordinance Codification for 2021. Resolution #2021-302 was approved in an amount not-to-exceed \$10,00.00 and invoice PG000026773 is for \$11,985.59, an increase in the amount of \$1,985.59 for Ordinance 2021-2 through 2021-27.



RESOLUTION NO. 2021-480

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

RESOLUTION AMENDING A CONTRACT WITH GENERAL CODE FOR 2021 ORDINANCE CODIFICATION

WHEREAS, the City of Asbury Park adopted Resolution #2021-302 on June 9, 2021 for 2021 Ordinance Codification from General Code in an amount not-to-exceed \$10,000.00; and

WHEREAS, the City of Asbury Park received an invoice from General Code in the amount of \$11,985.59 for Ordinances 2021-2 through 2021-27 and is attached to this Resolution; and

WHEREAS, the Chief Financial Officer has certified that funds are available in account #1-01-20-120-000-291 of the official budget 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 Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorize the amendment of a contract with General Code in the amount of \$11,985.59 for 2021 Ordinance Codification and a copy of this Resolution shall be provided to the Municipal Clerk, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-480 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS 10th DAY OF November, 2021.

MELODY HARTSGROVE
CITY CLERK



Please Note Our New Remit Address

General Code
P.O. Box 772512
Detroit MI 48277-2512
(800)836-8834 x212 * Fax(585)328-8189
accounting@generalcode.com

Invoice No. PG000026773
Date: 10/28/2021
Due Date: 11/27/2021
Terms: Net 30
Customer No. AS4053

Bill To:

City of Asbury Park
Melody Hartsgrove
1 Municipal Plaza

Asbury Park, NJ 07712

Supplement Project

PO No. 21-01748

Supplement No. 2

Quantity 12

Item	Billing Amount	Tax	Total
Code Analysis	\$8,386.00	\$0.00	\$8,386.00
Composition	\$2,856.00	\$0.00	\$2,856.00
Duplication, Finish & Handling	\$719.00	\$0.00	\$719.00
Shipping & Handling	\$24.59	\$0.00	\$24.59
	\$11,985.59	\$0.00	\$11,985.59

Payment/Credit applied:

Total Balance Due \$11,985.59

Interest will be charged on all past due accounts at 1.5% monthly.

This invoice was calculated using current supplementation rates and is subject to General Code's Terms and Conditions which are available at www.generalcode.com/TCdocs

Voucher Form (if required)

Claimant's Certification

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars, that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any persons within knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing, and that the amount charged is a reasonable one.

Accounting Administrator

10/28/2021

Account Charged _____ Payment Record Check# _____ Dated _____
Department Approval _____ Date _____

Thank you for choosing General Code. We appreciate your business.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-481

Resolution authorizing change order #5 for Deal Lake Drive Improvements Project as it relates to quantity reductions and increases to reflect as-built quantities and results in a net reductions of the original contract amount totaling \$237,059.40. Original contract amount was \$1,138,701.05, final contract amount is \$901,641.65.



RESOLUTION NO. 2021-481

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

RESOLUTION AUTHORIZING CHANGE ORDER NUMBER 5 FOR THE DEAL LAKE DRIVE IMPROVEMENTS PROJECT RESULTING IN A NET REDUCTION OF THE ORIGINAL CONTRACT AMOUNT

WHEREAS, the City Council of Asbury Park and Black Rock Enterprises are parties to a contract for Deal Lake Drive Improvements Project via Resolution 2019-193; and

WHEREAS, the original contract amount approved by the City Council was in the sum of one million one hundred thirty eight thousand, seven hundred one dollars and 05/100 cents (\$1,138,701.05); and

WHEREAS, the City had approved, via Resolution 2019-391, Change Order #1 in the amount of \$0.00; and

WHEREAS, the City had approved, via Resolution 2021-235, Order # 2, #3 and #4 in the amount of \$0.00; and

WHEREAS, Change Order # 5 is a result of quantity reductions and increases to reflect as-built quantities and results in a net reductions of the original contract amount of \$237,059.40; and

WHEREAS, Change Order #5 is for a reduction of \$237,059.40 and reduces the original contract amount from \$1,138,701.05 to \$901,641.65; and

WHEREAS, the City Engineer (T&M Associates) on the Project recommended that Change Order No. 5 be authorized to complete the Project; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and the State of New Jersey that the Change Order No. 5 results in an net reduction totaling \$237,059.40; and

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Black Rock Enterprises, City Engineer City Manager and Director of Purchasing.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-481 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS 10th DAY OF November, 2021.

MELODY HARTSGROVE
CITY CLERK

T&M ASSOCIATES
CONSULTING & MUNICIPAL ENGINEERS
ELEVEN TINDALL ROAD
MIDDLETOWN, NEW JERSEY 07748

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00764

CHANGE ORDER NO. 5 and FINAL

DATE: November 3, 2021
PROJECT: Deal Lake Drive Improvements
OWNER: City of Asbury Park
CONTRACTOR: Black Rock Enterprises, LLC

DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items are reduced to reflect current as-built quantities.

EXTRA:

Various items are increased to reflect current as-built quantities.

SUPPLEMENTARY:

Various items are increased and decreased to reflect current as-built quantities.

APPROVAL RECOMMENDED:

Francis W. Mullan
FRANCIS W. MULLAN, P.E., C.M.E.

ACCEPTED:

Jacqueline Vaca
CONTRACTOR:

Black Rock Enterprises, LLC

OWNER'S APPROVALS:

NOTE: All work to be done
according to Contract
Specifications.

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$244,705.40
B. TOTAL EXTRAS THIS C.O.	\$1,146.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$6,500.00	XXXXXXXXXX
TOTALS THIS C.O.	\$7,646.00	\$244,705.40
NET CHANGE THIS CHANGE ORDER		\$237,059.40
PREVIOUS CHANGE ORDERS	\$281,689.35	\$281,689.35
TOTAL CHANGE ORDERS TO DATE	\$289,335.35	\$526,394.75
NET CHANGE IN CONTRACT		\$237,059.40

ORIGINAL CONTRACT BID PRICE	\$1,138,701.05
CHANGE ORDERS TO DATE	-20.82% -\$237,059.40
REVISED CONTRACT PRICE	\$901,641.65

Attachment: BLACK ROCK CHANGE ORDER 5 (2021-481 : Authorizing Change Order Number 5 for Deal Lake Drive Improvements Project)

CHANGE ORDER NO. 5 and FINAL

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00764

PROJECT: Deal Lake Drive Improvements

OWNER: City of Ashbury Park

CONTRACTOR: Black Rock Enterprises, LLC

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1	Silt Fence	100.00 LF	\$2.00	\$200.00
2	Inlet Filter, Type 1	32.00 SF	\$15.00	\$480.00
3	Breakaway Barricade	10.00 UNIT	\$0.01	\$0.10
4	Drum	25.00 UNIT	\$0.01	\$0.25
6	Construction Signs	222.00 SF	\$15.00	\$3,330.00
7	Police Traffic Directors (If & Where Dir)	236.13 HR	\$75.00	\$17,710.00
11	DGA Base Course, 4" Thick (If & Where Dir)	10270.00 SY	\$0.01	\$102.70
14	Polymerized Joint Adhesive	6510.00 LF	\$0.50	\$3,255.00
15	Tack Coat	55.00 GAL	\$4.00	\$220.00
17	HMA 19M64 Base Course, 4" Thick	1194.21 TON	\$115.00	\$137,333.85
26	Reset Existing Casting	1.00 UNIT	\$375.00	\$375.00
27	Concrete Sidewalk, 4" Thick	270.00 SY	\$63.00	\$17,010.00
30	Reset Paver Driveway (If & Where Dir)	5.00 SY	\$85.00	\$425.00
31	Detectable Warning Surface	1.89 SY	\$200.00	\$378.00
32	Combination Concrete Curb and Gutter	621.00 LF	\$38.00	\$23,598.00
33	Concrete Gutter, Reinforced, 7' Wide	22.40 SY	\$100.00	\$2,240.00
35	6" Bollard	1.00 LF	\$1,000.00	\$1,000.00
36	Traffic Stripes, Long Life, Thermo, 4" Wide	420.00 LF	\$0.65	\$273.00
37	Traffic Stripes, Long Life, Thermo, 24" Wide	60.00 SF	\$3.85	\$231.00
39	Regulatory and Warning Sign	33.50 SF	\$38.00	\$1,273.00
42	4" Polyvinyl Chloride Sewer Pipe Lateral (Replacement) (If & Where Directed)	25.00 LF	\$100.00	\$2,500.00
43	6" Polyvinyl Chloride Sewer Pipe Lateral (Replacement) (If & Where Directed)	163.00 LF	\$100.00	\$16,300.00
47	San Sewer Service Connection (Repl) (If & Where)	3.00 UNIT	\$1,500.00	\$4,500.00
48	Cleanout (Replacement) (If & Where Directed)	3.00 UNIT	\$1,500.00	\$4,500.00
51	Reset Manhole, San Sewer, Using Existing Casting	5.00 UNIT	\$375.00	\$1,875.00
52	Tree Removal, Over 18" to 24" Dia (If & Where Dir)	1.00 UNIT	\$2,000.00	\$2,000.00
53	Borrow Topsoiling, 5" Thick	33.00 SY	\$6.00	\$198.00
54	Wildflower Seeding and Fertilizing	64.00 SY	\$2.00	\$128.00
55	Seeding and Fertilizing, Type G	70.00 SY	\$1.00	\$70.00
56	Straw Mulching	33.00 SY	\$1.50	\$49.50
57	Large Deciduous Tree, 2"-2-1/2" Dia, B&B (I&WD)	2.00 UNIT	\$1,000.00	\$2,000.00
58	Small Deciduous Tree, 1-1/2"-2" Dia., B&B (I&WD)	2.00 UNIT	\$575.00	\$1,150.00

A. TOTAL REDUCTIONS

\$244,705.40

E	38	Traffic Markings, Long Life, Thermoplastic	191.00 LF	\$6.00	\$1,146.00
X					\$0.00
T					\$0.00
R					\$0.00
A					\$0.00

B. TOTAL EXTRA

\$1,146.00

S	S-4	Inlet Type "B" Modified	1.00 UNIT	\$6,500.00	\$6,500.00
U					\$0.00
P					\$0.00
P					\$0.00
L					\$0.00
E					\$0.00
M					\$0.00
E					\$0.00
N					\$0.00
T					\$0.00
A					\$0.00
R					\$0.00
Y					\$0.00

C. TOTAL SUPPLEMENTARY

\$6,500.00

Attachment: BLACK ROCK CHANGE ORDER 5 (2021-481 : Authorizing Change Order Number 5 for Deal Lake Drive Improvements Project)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-482

Shared Services agreement with Monmouth County digital tax map services



RESOLUTION NO. 2021-482

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

RESOLUTION TO APPROVE THE CITY OF ASBURY PARK TO ENTER INTO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF MONMOUTH TO PROVIDE THE ITAX MAP/COLLABORATION CENTER SYSTEM (TAX MAP CONVERSION AND MAINTENANCE SERVICES)

WHEREAS, The Uniform Shared Services and Consolidation Act (C.40A:565-1, et seq.), authorizes local units of this state to enter into a contract with any other local units (s) for the join provision within their several jurisdictions of any service, which any party is empowered to render within its own jurisdictions of any service, which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, each municipality it to provide for the preparation of yearly revisions to the tax map under New Jersey State Law N.J.A.C. 18:23A-1.1, and this legal requirement is not followed by all municipalities based on limited financial, technical and professional resources; and

WHEREAS, each physical description of parcel of land drives the mass-appraisal calculation of the land portion of its property tax assessment, and land data inaccuracies and errors lead to poor distribution of annual tax levy, potentially resulting in years of tax bill overpayments and underpayments; and

WHEREAS, a County-to-Municipality shared services program would provide map conversions and maintenance services, ushering in the transition from analog to Countywide standard of state-certified digital tax maps for all 53 municipalities; and

WHEREAS, the intent of the digital tax map shared services program is to reduce municipal costs in complying with the law and provide for the most up-to-date GIS parcel layer and tax map data for public and government stakeholders; and

WHEREAS, this service provides participating municipalities with numerous benefits, including: anticipated cost-savings through economies-of-scale; reduce cost to comply with state regulations and standards; transition from analog to state-certified digital maps; streamlined editing and ongoing maintenance procedures; more consistent and accurate municipal and County-wide information; unprecedented assemblage of data made available to taxpayers,

municipalities and County; and seamless flow of tax information into GIS and additional information systems.

WHEREAS, it is in the best interest of the City of Asbury Park to enter into such Agreement.

NOW, THEREFORE, IT BE RESOLVED, that the Mayor, City Manager, and City Clerk are hereby authorized and directed to execute the attached Shared Service Agreement, for the provision of the iTAX Map/Collaboration Center System, on behalf of the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-482 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS 11th DAY OF November, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-483

Shared Service Agreement with Monmouth County for property assessment computer services software.



RESOLUTION NO. 2021-483

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

RESOLUTION ENTERING INTO A SHARED SERVICES AGREEMENT WITH THE COUNTY OF MONMOUTH FOR MOD IV PROPERTY ASSESSMENT COMPUTER SERVICES

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act, N.J.S.A. 40A: 65-1 et seq. authorizes local units such as this Municipality (City of Asbury Park) to enter into a Shared Service Agreements with other local units; and

WHEREAS, the rules and regulations of the State of New Jersey, Department of Treasury, Division of Taxation, provide for a uniform system of maintaining and reporting tax information as to real estate throughout the State of New Jersey, by municipalities and counties, which is commonly know as the MODIV Property Assessment Computer System; and

WHEREAS, the County of Monmouth has the facilities to provide computer services necessary to comply with aforesaid rules and regulations; and

WHEREAS, it is in the best interest of the City of Asbury Park to enter into such an Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Asbury Park hereby approves entry in the Agreement with the County of Monmouth consistent with the foregoing.

BE IT FURTHER RESOLVED, that the Mayor, City Manager and City Clerk are each hereby authorized and directed to execute the attached shared services Agreement for the provisions of MODIV Property Assessment Computer Services, on behalf of the City.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-483 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS 11th DAY OF November, 2021.

MELODY HARTSGROVE
CITY CLERK

MODIV PROPERTY ASSESSMENT COMPUTER SERVICES

1. The County will provide MODIV Property Assessment Computer Services to the Municipal Assessor. Services shall include Master File Maintenance, Preliminary Tax List Proof Book PDF, Preliminary Tax List PDF, Preliminary Tax Duplicate PDF, Preliminary Field Book PDF, Final Tax List Printed and PDF, and Printed Extended Tax Duplicate. Printing of Notification of Assessment Cards, Post Tax Year Statements, and Farmland Assessment Applications. Printing of Income and Expense requests for regular mail and Income and Expense requests for Certified Mailing. Printing of Initial and Further Statements and Tenant Rebate Forms. Production of Added/Omitted Assessment Proof Books as PDF and printing of three copies of the Added/Omitted Assessment Tax List. Provide Tax Year Consolidation, and a copy of the Master Computer File for the Municipality, upon request, for submission to the State of New Jersey, Division of Taxation.
2. The Municipality will adhere to the schedule of submission of data as prescribed by the Director of the New Jersey State Division of Taxation and or the Monmouth County Board of Taxation, which schedule is sent to the Municipality by the Monmouth County Tax Administrator annually.
3. The County will provide to the Municipality a report as to all transactions submitted by the Municipality to the County, indicating which data was accepted or rejected. It will be the responsibility of the Municipality to check the Transaction List and make corrections as necessary, so that the County may update the Municipality's Master File accordingly.

GENERAL CONDITIONS

4. The within agreement shall be effective January 1, 2022 or as soon thereafter as the Municipality commences use of the County's services.
5. This Agreement shall end, if not sooner terminated or extended, on December 31, 2031.
6. The Municipality agrees that any liability for damages which it has or may have against the County for non-performance or negligent performance of the Property Assessment Computer Services described herein shall be limited to the amount paid by the Municipality to the County for the year in which the error(s) occur(s). The County shall not otherwise be liable to the Municipality for damages of any kind, including special, consequential, or punitive damages.
7. In the event that performance by the County of Monmouth under this agreement is delayed or prevented due to weather conditions, labor disputes affecting the County or any of the County's suppliers of materials or labor, natural acts, acts of war, emergency proclamations, governmental regulations or for any reason whatsoever beyond the County's control, any performance dates by the County will be extended for the period of time equal to the time lost by reason of any of these causes. If any of the foregoing causes make the performance of this agreement by the County impossible in the County's sole judgment, then this agreement may be immediately terminated by

the County, whereupon the Municipality and the County will be released from all obligations under this agreement, subject to an equitable adjustment of costs and fees earned or paid prior to termination.

8. The municipality is responsible for the accuracy and completeness of the information provided. The County will rely on the submission and representation of the municipality.
9. The within agreement is a New Jersey contract and shall be governed by the laws of the State of New Jersey.
10. The County makes no warranties, either express or implied. No representation or statement not expressly contained in the within agreement or incorporated herein by reference shall be binding on the County as a warranty.

COSTS AND FEES

11. The County shall supply the basic Property Assessment Computer Services as set forth hereinbefore at a cost to the Municipality of FORTY CENTS (\$0.40) per line item per year. Further, there will be a minimum Annual District Processing Charge of SIX HUNDRED DOLLARS (\$600.00). Notification of Assessment Cards will be mailed at a cost of \$0.40 per card; annual mailing fees will be in accordance with current USPS bulk mailing fees.

12. The County shall supply to the Municipality, at the request of the Municipality, the following additional services at the following additional costs:

Added/Omitted Tax Bills - Printed \$0.25 per bill

Additional report requests:

Tax List (Preliminary, Final or Extended) with Street and Owners Index (8.5x11) - \$ 75.00 per district
Personalized Reports – Cost subject to mutual agreement

13. The County will bill the Municipality for the basic Property Assessment Computer Services and minimum Annual District Processing Charge after the delivery of the Added/Omitted Assessment List to the Municipality.
14. The County will bill the Municipality for “additional services” and for “additional report requests” upon completion of that work.
15. The County reserves the right to modify the costs and fees for service from time to time, upon reasonable advance notice to the Municipality.

IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals.

ATTEST:

COUNTY OF MONMOUTH

MARION MASNICK
Clerk of the Board

By: _____
Thomas A. Arnone
Commissioner Director

ATTEST:

_____ OF _____

Clerk

By: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-484

Raymond Maner, has satisfied the requirements of loan in the amount of \$5,000.



RESOLUTION NO. 2021-484

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

RESOLUTION AUTHORIZING THE MAYOR & CITY COUNCIL TO EXECUTE A DISCHARGE OF MORTGAGE UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT HOMEBUYER'S ASSISTANCE PROGRAM

WHEREAS, The City of Asbury Park through its Homebuyer's Assistance Program executed a mortgage between the City and Raymond Maner in the amount of \$5,000 for the down payment of a home located at 23 Atkins Avenue, Block 806 Lot 6, Asbury Park; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$5,000 for a period of five years; and

WHEREAS, the mortgage was made on November 3rd, 2016 between Raymond Maner and the City for the purpose of secondary financing of a single-family residential unit and recorded at the Office of Monmouth County Clerk, Book OR-9198, Page 3677; and

WHEREAS, Raymond Maner has satisfied the requirements of said loan in the amount of \$5,000; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage and Mortgage Note by the City with respect to 23 Atkins Avenue, in the amount of \$5,000, which has been fully paid or otherwise, satisfied.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-484 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A DISCHARGE OF
MORTGAGE UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT
HOMEBUYER'S ASSISTANCE PROGRAM

WHEREAS, The City of Asbury Park through it's Homebuyer's Assistance Program executed a mortgage between the City and Raymond Maner in the amount of \$5,000 for the down payment of a home located at 23 Atkins Avenue, Block 806 Lot 6, Asbury Park; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$5,000 for a period of five years; and

WHEREAS, the mortgage was made on November 3rd, 2016 between Raymond Maner and the City for the purpose of secondary financing of a single-family residential unit and recorded at the Office of Monmouth County Clerk, Book OR-9198, Page 3677; and

WHEREAS, Raymond Maner has satisfied the requirements of said loan in the amount of \$5,000; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage and Mortgage Note by the City with respect to 23 Atkins Avenue, in the amount of \$5,000, which has been fully paid or otherwise, satisfied.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-485

We had to change some parameters on the account to fix another issue we had and by making those changes, a 4th quarter bill was not mailed. We discussed this with the property management so they are aware the resolution is forthcoming and have actually already paid the back billed amount.



RESOLUTION NO. 2021-485

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

RESOLUTION TO BACK BILL 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 the NJ American Water Company's billing records usage for various accounts; and

WHEREAS, the Tax Collector requests to bill open charges for various accounts that were not billed in error; and

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

1. Bill open charges in the amount of an \$80.00 Demand Charge for 2021 Q4 on account #18009000-0, 600 Ocean Avenue, assessed to Madison Asbury Retail, LLC and make due on February 1, 2022.
2. Bill open charges in the amount of a \$320.00 Demand Charge for 2021 Q4 on account #18049971-0, 1007 Boardwalk, assessed to Madison Asbury Retail, LLC and make due on February 1, 2022.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-485 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-486

Asbury Partners wishes to transfer property, located at Block 3901, Lots 2 & 3 (212-214 Second Avenue) to Block 3901 QOZF, which is an entity formed by Patrick Fasano.



RESOLUTION NO. 2021-486

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

RESOLUTION APPROVING THE TRANSFER OF PROPERTY, LOCATED AT BLOCK 3901, LOTS 2 & 3 (212-214 SECOND AVENUE), FROM ASBURY PARTNERS, LLC TO BLOCK 3901 QOZF LLC, SUBJECT TO CONDITIONS AND PURSUANT TO THE AMENDED AND REINSTATED REDEVELOPER AND LAND DISPOSITION AGREEMENT, ENTERED INTO ON OCTOBER 2, 2002, AS AMENDED, BETWEEN THE CITY OF ASBURY PARK AND ASBURY PARTNERS, LLC

WHEREAS, The City of Asbury Park entered into an Amended and Restated Redeveloper and Land Disposition Agreement (hereinafter the “Agreement”) with Asbury Partners, LLC (hereinafter “Asbury Partners”), (hereinafter collectively the “Parties”) on October 7, 2002 that provided for the redevelopment of the Asbury Park Waterfront Redevelopment Area, which Agreement superseded and replaced all other previous agreements; and,

WHEREAS, Section 2.0 of the Agreement provides that “[Asbury Partners] may, after acquisitions and clearance of parcels within the Project area, sell or otherwise transfer parts or phases of the Project to Subsequent Developers”; and,

WHEREAS, A transfer of property from Asbury Partners to a Subsequent Developer may only occur subject to the City’s consent, said consent not to be unreasonably withheld; and,

WHEREAS, The City may not negotiate or entertain another Redeveloper or Developer in the Redevelopment Area, unless it is a Subsequent Developer, but only as to the party that has entered into a contract with Asbury Partners or with its consent; and,

WHEREAS, by the terms of the First Amendment to the Agreement, dated 2018, the Parties provided for the redevelopment of less than an entire block at one time of the Asbury Park Waterfront Redevelopment Area and established the terms for the selection and designation of Subsequent Redevelopers and Redevelopment Projects; and

WHEREAS, Asbury Partners wishes to transfer property, located at Block 3901, Lots 2 & 3 (212-214 Second Avenue) to Block 3901 QOZF, which is an entity formed by Patrick Fasano to acquire the aforementioned land; and,

WHEREAS, upon transfer of the Property, Block 3901 QOZF will be a Subsequent Developer under the meaning of the First Amendment to the Agreement, and as such, will be required to comply with that Agreement and carry out phases of the Project; and,

WHEREAS, the Agreement and the First Amendment to the Agreement imposes several requirements that must be included in a Subsequent Developer Agreement with a Subsequent Developer; and,

WHEREAS, Block 3901 QOZF, as Subsequent Developer, must abide by and adhere to the Redevelopment Plan, Redevelopment Agreement, and the terms of the Subsequent Developer Agreement *inter alia*; and,

WHEREAS, the City desires to consent to and authorize the transfer of the Property from Asbury Partners to Block 3901 QOZF, upon the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Asbury Park, as follows:

1, That the transfer of Block 3901, Lots 2 & 3 (212-214 Second Avenue) by Asbury Partners to Block 3901 QOZF is hereby approved on the condition that any development in the Property or in the use of the Property, shall not take place until Block 3901 QOZF shall have entered into a Subsequent Developer Agreement with the Parties, in accordance with the terms of the Agreement and the First Amendment to the Agreement.

2. Prior to the transfer of title, Block 3901 QOZF shall acknowledge in writing that all uses to which the Property may be devoted are controlled by the Asbury Park Redevelopment Plan, the Agreement, the First Amendment to the Agreement and said Subsequent Developer Agreement and that under no circumstances, may Block 3901 QOZF undertake and operations or construction unless same is in accordance with a Subsequent Developer Agreement.

3. Asbury Partners LLC shall include in the Property's deed of title that Block 3901 QOZF must comply with the terms of the Subsequent Developer Agreement, and that under no circumstances may it deviate from those terms.

4. The transfer of title to the property may take place before the execution of the Subsequent Developer Agreement referred to above.

6. The Mayor of the City of Asbury Park, in the County of Monmouth (together with the City Manager and Chief Financial Officer of the City, an "Authorized Officer") is hereby authorized to consent to and authorize the transfer of Block 3901, Lots 2 & 3 (212-214 Second Avenue) from Asbury Partners, LLC to Block 3901 QOZF.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-486 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS 11th DAY OF November, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-487

Liquor License transfer from Asbury Lanes, LLC (Pocket License) to Asbury Two Liquor License, LLC (1303-33-016-007)



RESOLUTION NO. 2021-487

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

RESOLUTION TO APPROVE PERSON TO PERSON LIQUOR LICENSE TRANSFER FROM ASBURY LANES LLC TO ASBURY TWO LIQUOR LICENSE LLC (1303-33- 016-007)

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail License Number 1303-33-016-007, heretofore issued to Asbury Lanes LLC (Pocket License) in the City of Asbury Park, New Jersey; and

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

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

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

NOW, THEREFORE BE IT RESOLVED that the City of Asbury Park City Council does hereby approve, effective November 11, 2021, the transfer of the aforesaid Retail License to Asbury Two Liquor License LLC and does hereby direct the City Clerk to endorse the license certificate to the new ownership as follows: "This license, subject to all its terms and conditions, is hereby transferred to Asbury Two Liquor License LLC, (Pocket License) effective November 17, 2021."

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-487 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS 11th DAY OF November, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 10, 2021
RESOLUTION SUMMARY

2021-488

Resolution authorizing the sale of Rotating Biological Contractor (RBC) Equipment Components in the amount of \$1.00 and the execution of an agreement between the City of Asbury Park and the Cape May Municipal Utilities Authority.



RESOLUTION NO. 2021-488

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

RESOLUTION AUTHORIZING THE SALE OF ROTATING BIOLOGICAL CONTRACTOR (RBC) EQUIPMENT COMPONENTS AND THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF ASBURY PARK AND THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY

WHEREAS, the City of Asbury Park (City) utilizes Rotating Biological Contactor (RBC) process to provide full secondary treatment at the City owned and operated Asbury Park Wastewater Treatment Plant; and

WHEREAS, the City is in the process of an RBC replacement project and has determined multiple RBCs require immediate repair and/or replacement parts; and

WHEREAS, the Cape May County Municipal Utilities Authority (CMCMUA) utilizes the process to provide full secondary treatment at their Ocean City (OCWTF), Seven Mile Beach/Middle (SMMWTF), Wildwood/Lower (WWLWTF) and Cape May (CMWTF) Regional Wastewater Treatment Facilities, hereinafter collectively known as "Regional Facilities"; and

WHEREAS, the Wastewater Management Program of the CMCMUA is in the process of a multi-year Capital Improvement Plan RBC replacement project (Project) at each of the Regional Facilities; and

WHEREAS, as a result of the Project, thirty-seven (37) RBC Shaft Assemblies, which comprises RBC Equipment Components, across the Regional Facilities were removed from the concrete RBC tanks and stored onsite at the respective Project location for future disposal; and

WHEREAS, of the thirty-seven (37) RBC Shaft Assemblies removed as a result of the Project, the CMCMUA has determined thirty (30) RBC shaft assemblies [ten (10) RBC shaft assemblies at the OCWTF, two (2) RBC shaft assemblies at the SMMWTF, six (6) RBC shaft assemblies at the WWLWTF, and twelve (12) RBC shaft assemblies at the CMWTF] are no longer needed for public use; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36(2), the CMCMUA may, by resolution of its governing body, and without the need to advertise for bids, authorize the disposition of property to the United States, the State of New Jersey, another contracting unit, any body politic to which it contributes tax raised fund, any foreign nation which has diplomatic relations with the United States, or any governmental unit in the United States; and

WHEREAS, the CMCMUA Commissioner's adopted Resolution 2021-121 on October 20, 2021 authorizing the sale of RBC equipment components to the City of Asbury Park; and

WHEREAS, the City wishes to enter into an agreement with the CMCMUA for the acquisition of RBC Equipment Components in the amount of \$1.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 1-07-55-502-000-206; and

WHEREAS, City and the CMCMUA have determined it to be in their mutual best interests to enter into an agreement, in a form attached hereto and made a part hereof, for the City to acquire RBC Equipment Components as a result of the Project; and

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

1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. The City hereby authorizes the purchase of the RBC Equipment Components no longer needed for public use from CMCMUA in accordance with the terms and conditions of the attached agreement pursuant to N.J.S.A. 40A:11-36(2).
3. The City Mayor is hereby authorized to sign any and all contracts and paperwork associated with the purchase of the RBC Equipment Components pursuant to the attached agreement.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-488 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2021

CERTIFIED BY ME THIS 11th DAY OF November, 2021.

MELODY HARTSGROVE
CITY CLERK

**AGREEMENT BETWEEN THE CAPE MAY COUNTY MUNICIPAL UTILITIES
AUTHORITY AND THE CITY OF ASBURY PARK FOR THE ACQUISITION OF
ROTATING BIOLOGICAL CONTACTOR (RBC) EQUIPMENT COMPONENTS**

This Agreement serves to establish the framework delineating certain responsibilities between the Cape May County Municipal Utilities Authority ("CMCMUA" and/or "Authority") with offices located at 1523 U.S. Route 9 North, Cape May Court House, New Jersey 08210 and the City of Asbury Park ("City") with offices located at 9 Main Street, Asbury Park, NJ 07712, for the acquisition of rotating biological contactor (RBC) Equipment Components authorized pursuant to N.J.S.A. 40A:11-36(2)

WITNESSETH:

WHEREAS, the CMCMUA utilizes the rotating biological contactor ("RBC") process to provide full secondary treatment at their Ocean City ("OCWTF"), Seven Mile Beach/Middle ("SMMWTF"), Wildwood/Lower ("WWLWTF") and Cape May ("CMWTF") Regional Wastewater Treatment Facilities, hereinafter collectively known as "Regional Facilities"; and

WHEREAS, the Wastewater Management Program of the CMCMUA is in the process of a multi-year Capital Improvement Plan RBC replacement project ("Project") at each of the Regional Facilities; and

WHEREAS, as a result of the Project, thirty-seven (37) RBC Shaft Assemblies, which comprises RBC Equipment Components, across the Regional Facilities were removed from the concrete RBC tanks and stored onsite at the respective Project location for future disposal; and

WHEREAS, of the thirty-seven (37) RBC Shaft Assemblies removed as a result of the Project, the CMCMUA has determined thirty (30) RBC shaft assemblies [ten (10) RBC shaft assemblies at the OCWTF, two (2) RBC shaft assemblies at the SMMWTF, six (6) RBC shaft assemblies at the WWLWTF, and twelve (12) RBC shaft assemblies at the CMWTF] are no longer needed for public use; and

WHEREAS, the City utilizes the RBC process to provide full secondary treatment at the City owned and operated Asbury Park Wastewater Treatment Plant; and

WHEREAS, the City is in the process of an RBC replacement project and has determined multiple RBCs require immediate repair and/or replacement parts; and

WHEREAS, the City wishes to enter into an agreement with the CMCMUA for the acquisition of RBC Equipment Components as a result of the Project; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36(2), the CMCMUA may, by resolution of its governing body, and without the need to advertise for bids, authorize the disposition of property to the United States, the State of New Jersey, another contracting unit, any

body politic to which it contributes tax raised fund, any foreign nation which has diplomatic relations with the United States, or any governmental unit in the United States; and

WHEREAS, the CMCMUA and the City have determined it to be in their mutual best interests to enter into an agreement for the City to acquire RBC Equipment Components as a result of the Project; and

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements contained in this Agreement and pursuant to resolutions duly adopted by their respective governing bodies, the City and the CMCMUA agree as follows:

Article I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings:

"Agreement" means this Agreement Between the Cape May County Municipal Utilities Authority and the City of Asbury Park for the acquisition of rotating biological contactor (RBC) Equipment Components.

"Authority" or "CMCMUA" means the Cape May County Municipal Utilities Authority.

"City" means the City of Asbury Park.

"Contractor" means the construction company under Contract with the City to complete all work associated with the disassembly, lifting, rigging, loading, hauling, transportation and unloading of the RBC Equipment Components from the Regional Facilities to the City.

"CMWTF" means the CMCMUA's Cape May Regional Wastewater Treatment Facility located at 545 Sunset Boulevard in Cape May Point.

"Media Module" means the multiple layers of HDPE media sheets (pie pieces), which are held together by three (3) fiberglass rods and six (6) grommets.

"OCWTF" means the CMCMUA's Ocean City Regional Wastewater Treatment Facility located at 45th Street and Simpson Avenue in the City of Ocean City.

"Parties" means the CMCMUA and City.

"Party" shall be defined as the CMCMUA or the City.

"RBC" means rotating biological contactor, a fixed-film biological treatment device used for secondary wastewater treatment that utilizes a rotating shaft surrounded by plastic discs or media modules to provide a site for microorganisms to grow and use the nutrients in the sewage as a food source.

"RBC Shaft Assembly" means one (1) fully assembled rotating biological contactor unit,

complete with main central steel shaft and all required RBC Equipment Components.

"RBC Equipment Components" shall include, but not be limited to, steel support framework, gearboxes, bearings and Media Module segments.

"SMMWTF" means the CMCMUA's Seven Mile Beach/Middle Regional Wastewater Treatment Facility located at 1306 Moore Road in Cape May Court House.

"Uncontrollable Circumstance" means any act, event or condition, whether affecting the CMCMUA or the City and only to the extent that it materially and adversely affects the ability of any Party to perform any obligation under this Agreement, if such act, event or condition is beyond the reasonable control and is not the result of the willful or negligent act, error or emission or failure to exercise reasonable diligence on the part of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Uncontrollable Circumstance shall include but not be limited to the following:

(1) An Act of God such as: landslide, earthquake, fire, explosion, flood, hurricane, tornado, ice storm, hail storm or blizzard; a pandemic or other or similar public health emergency or disaster as may be declared by state emergency order(s); vehicular or transportation accident (from land or air); sabotage or similar occurrence; acts of a public enemy; extortion; war, blockade or insurrection, riot or civil disturbance.

"WWLWTF" means the CMCMUA's Wildwood/Lower Regional Wastewater Treatment Facility located at 2701 Route 47 South in Rio Grande.

Article II. Standards; Allocation of Responsibility

A. The CMCMUA agrees to:

- i) Identify the RBC Shaft Assemblies and thus RBC Equipment Components at each Regional Facility location subject to this Agreement.
- ii) Provide the City and its Contractor access to the Regional Facilities between the hours of 7:00 A.M. and 3:30 P.M., Monday through Friday, except for Authority holidays to select RBC Equipment Components and to disassemble RBC Shaft Assemblies within the limits of the CMCMUA designated staging/loading areas.

B. The City agrees to:

- i) Meet with CMCMUA representatives within ten (10) business days after execution of this Agreement to review and select any quantity of RBC Equipment Components subject to this Agreement for acquisition by the City for use at their local wastewater treatment facility.

- ii) Determine the necessary equipment and materials required for the disassembly RBC Shaft Assemblies and hauling of the RBC Equipment Components.
- iii) Obtain the services of a Contractor to provide all necessary manpower and equipment required for the disassembly, lifting, rigging, loading, hauling, transportation and offsite unloading of the RBC Equipment Components acquired by the City.
- iv) Be solely responsible for one hundred percent (100%) of the costs associated with the services provided by said Contractor.
- v) Coordinate and schedule all necessary work performed under this Agreement with the CMCMUA. All work shall be scheduled between the hours of 7:00 A.M. and 3:30 P.M., Monday through Friday, except for Authority holidays.
- vi) Comply with all CMCMUA Safety procedures while on Regional Facility property.
- vii) Assume complete responsibility of Contractor compliance with CMCMUA Safety procedures.
- viii) Complete and submit to the Regional Facility Supervisor a CMCMUA Hot Work Permit, herein attached to this Agreement as "Attachment A", prior to any cutting, welding, burning, or use of other open-flame or spark producing equipment. The City and its Contractor shall exercise extreme caution whenever operations are conducted that could potentially start a fire (i.e. welding or cutting with a torch).
- ix) Work within the constraints of the CMCMUA's designated staging/loading and without interfering regular traffic flow patterns at each Regional Facility location. The staging and loading of RBC Equipment Components in the Regional Facility roadways shall not be permissible unless authorization has been provided by the CMCMUA.
- x) Assume full ownership of RBC Equipment Components upon exiting CMCMUA's property.
- xi) Cleanup and restore designated staging/loading areas at each Regional Facility location to the satisfaction of the CMCMUA.

Article III. As-Is Condition/Warranty

- A. The City acknowledges the acquisition of RBC Equipment Components in

its "as is" condition without warranty or representation whatsoever on the part of the CMCMUA, express or implied, as to the condition of the RBC Equipment Components, performance and/or suitability for the City's intended purpose and/or use.

Article IV. Cost

- A. For and in consideration of One Dollar (\$1.00) to the CMCMUA in hand paid, receipt whereof is hereby acknowledged, the City accepts RBC Equipment Components subject to this Agreement with all its obligations and conditions.

Article V. Indemnification and Hold Harmless Requirements

- A. The City hereby agrees to defend, indemnify and keep indemnified, and hold and save harmless the CMCMUA, its Directors, Officers, Board Members, agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefore, alleged to have been sustained or incurred by them, either directly or indirectly, by reason of or in consequence of or in connection with any act or omission of the City in connection with its rights and obligations pursuant to this Agreement.
- B. The CMCMUA hereby agrees to defend, indemnify and keep indemnified, and hold and save harmless the City, its Governing Body, Officers, agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney's fees whatsoever, and any and all liability therefore, alleged to have been sustained or incurred by them, either directly or indirectly, by reason of or in consequence of or in connection with any act or omission of the CMCMUA in connection with its rights and obligations pursuant to this Agreement.

Article VI. Termination

- A. If the City shall materially breach this Agreement, the CMCMUA shall upon such breach, have the immediate right to terminate this Agreement after providing the City with an opportunity to cure such breach pursuant to Article IX.
- B. Waiver by the CMCMUA of any specific breach of this Agreement by the City shall not be deemed to be assent to any subsequent breach.
- C. In addition, and without regard to any breach of this Agreement by the City, the CMCMUA may, within its sole discretion, terminate this Agreement by providing written notice to the City at least twenty (20) days prior to the effective date of termination.

- D. This Agreement shall be effective upon the adoption of authorizing resolutions and execution by the designated representatives of the Parties and shall remain in effect for a total of one-hundred and twenty (120) calendar days thereafter.

Article VII. Damage to CMCMUA Equipment and Regional Facilities

- A. The City shall fully compensate the CMCMUA for all repair costs resulting from damage to CMCMUA equipment, vehicles, property, structures, buildings and/or paved areas at the Regional Facilities arising from work performed in accordance with this Agreement by the City or the City's Contractor.

Article VIII. Insurance Requirements

- A. The City shall carry the following lines of insurance:
- 1.A.1. **General Liability** - \$5,000,000 per occurrence for bodily injury, property damage, advertising injury, and personal injury, and \$5,000,000 annual aggregate. The City shall name the CMCMUA as an additional insured and also include full severability of interests/separation of insureds.
 - 1.A.2. **Automobile Liability** - \$5,000,000 each accident for any vehicles used in the execution of the Agreement.
 - 1.A.3. **Workers Compensation** – Statutory Workers' Compensation and \$5,000,000 for Employers Liability.
- B. Said insurance shall be primary to any insurance owned by the named Additional Insured.
- C. The City shall provide a certificate of insurance to the other upon commencement of this Agreement. Said certificate shall state that the insurance cannot be cancelled without at least ten (10) days written notice to the named Additional Insured.

Article IX. Default and Ability to Cure

- A. In the event either Party defaults in the performance of any of its obligations under this Agreement, and such default continues for a period of ten (10) days following receipt of written notice (being the opportunity to cure period), the non-defaulting Party shall be entitled to all remedies available at law, in equity, or both.
- B. Notwithstanding the above, the cure periods shall be extended past ten (10) days if the default cannot be reasonably cured within such time period

provided that the defaulting Party is using reasonably diligent efforts to effectuate said cure.

- C. If the defaulting Party is using reasonably diligent efforts to effectuate said cure and the Parties cannot reconcile the default within thirty (30) days from notification of the default, the Agreement will automatically terminate; and the non-defaulting Party or parties shall be entitled to receive from the defaulting Party all costs and expenses, plus legal fees, as a result of such default.

Article X. Uncontrollable Circumstance and Change in Law

- A. The CMCMUA shall not be in default of this Agreement if the default and the ability to perform is due to an Uncontrollable Circumstance or Change in Law.

Article XI. Invalidity

- A. The terms, conditions, covenants and provisions of this Agreement shall be deemed to be severable. In the event that any provisions of this Agreement shall, for any reason, be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, then the remainder of the Agreement shall not be effected thereby and the remaining portions of the Agreement shall remain enforceable to the fullest extent permitted by law as to the maximum extent practicable in light of such determination, to implement and give effect to the intentions of the City and the CMCMUA, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

Article XII. Entire Agreement/Changes and Amendment

- A. This Agreement constitutes the entire agreement and understanding between the Parties hereto and all prior or contemporaneous agreements, understandings and representations, whether written or oral, between the Parties relating to the subject of this Agreement are superseded by this written Agreement. There are no oral promises, conditions, representations, understandings or terms of any kind otherwise in effect between the Parties that are not set forth in this written Agreement.
- B. No changes, amendments, variance or modification may be made to this Agreement, and none shall be valid or enforceable, except by an amendment or supplemental agreement, in writing, executed and delivered by all Parties.

Article XIII. Compliance with Law and Jurisdiction

- A. The CMCMUA and the City agree to comply with all applicable Federal, State and local statutes and regulations in the performance of this

Agreement. This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed in this State. Any and all disputes under this Agreement filed by either Party shall be venued in the Superior Court of New Jersey in Cape May County.

Article XIV. Severability

- A. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate changes as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein. The other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise effected by such action, remain in full force and effect to the extent possible.

Article XV. Successors and Assigns

- A. This Agreement shall not be assignable except at the written consent of the Parties hereto and it shall extend to and be binding upon the successors and/or assigns of the Parties hereto.

Article XVI. Survival of Obligations

- A. The obligations and rights of the CMCMUA and the City which have not been fulfilled as of a termination of this Agreement shall survive and shall continue until the obligations are fully satisfied.

Article XVII. Assignment

- A. No one Party may assign this Agreement without the written consent of the other Party.

Article XVIII. Counterparts and Execution

- A. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or email shall be equally as effective as delivery of a manually executed counterpart. Any Party hereto delivering an executed counterpart of this Agreement by facsimile or email shall also deliver a manually executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of the counterpart executed and delivered by facsimile or e-mail.

Article XIX. Notices

- A. Any notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder given by either Party to the other, shall be in writing and shall be sufficiently given and served upon the other Party as follows:

As to the City:

City of Asbury Park

9 Main Street

Asbury Park, NJ 07712

Attention – City Manager

Communications related to coordination of Work: Robert Bianchini,
Director of Capital Projects, Robert.Bianchini@cityofasburypark.com

As to the CMCMUA:

Cape May County Municipal Utilities Authority

1523 Route 9 North

Cape May Court House, NJ 08210

Attention – Executive Director

Communications related to coordination of Work: Jessica Norkis, Senior
Project Engineer, norkisje@cmcmua.com

- B. Notices shall be effective when received at the address specified above. Changes in the respective addresses or individual to which such notice should be directed may be made from time to time, by any Party, by written notice to the other Parties.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized officer or official as of the day and year first written above.

ATTEST:

Cape May County
Municipal Utilities Authority

Ann M. McDevitt
Assistant Corporate Secretary

BY: _____
Joseph V. Rizzuto
Executive Director

ATTEST:

City of Asbury Park

BY: _____
John Moor
Mayor

Cape May County Municipal Utilities Authority

RESOLUTION NO. 121-21

**RESOLUTION OF THE CAPE MAY COUNTY MUNICIPAL UTILITIES AUTHORITY
AUTHORIZING THE SALE OF ROTATING BIOLOGICAL CONTACTOR (RBC) EQUIPMENT
COMPONENTS TO THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:11-36(2)
AND THE EXECUTION OF AN AGREEMENT BETWEEN THE CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY AND THE CITY OF ASBURY PARK**

WHEREAS, the Cape May County Municipal Utilities Authority ("CMCMUA") utilizes the rotating biological contactor ("RBC") process to provide full secondary treatment at their Ocean City ("OCWTF"), Seven Mile Beach/Middle ("SMMWTF"), Wildwood/Lower ("WWLWTF") and Cape May ("CMWTF") Regional Wastewater Treatment Facilities, hereinafter collectively known as "Regional Facilities"; and

WHEREAS, the Wastewater Management Program of the CMCMUA is in the process of a multi-year Capital Improvement Plan RBC replacement project ("Project") at each of the Regional Facilities; and

WHEREAS, as a result of the Project, thirty-seven (37) RBC Shaft Assemblies, which comprises RBC Equipment Components, across the Regional Facilities were removed from the concrete RBC tanks and stored onsite at the respective Project location for future disposal; and

WHEREAS, of the thirty-seven (37) RBC Shaft Assemblies removed as a result of the Project, the CMCMUA has determined thirty (30) RBC shaft assemblies [ten (10) RBC shaft assemblies at the OCWTF, two (2) RBC shaft assemblies at the SMMWTF, six (6) RBC shaft assemblies at the WWLWTF, and twelve (12) RBC shaft assemblies at the CMWTF] are no longer needed for public use; and

WHEREAS, the City of Asbury Park ("City") utilizes the RBC process to provide full secondary treatment at the City owned and operated Asbury Park Wastewater Treatment Plant; and

WHEREAS, the City is in the process of an RBC replacement project and has determined multiple RBCs require immediate repair and/or replacement parts; and

WHEREAS, the City wishes to enter into an agreement with the CMCMUA for the acquisition of RBC Equipment Components as a result of the Project; and

WHEREAS, pursuant to N.J.S.A. 40A:11-36(2), the CMCMUA may, by resolution of its governing body, and without the need to advertise for bids, authorize the disposition of property to the United States, the State of New Jersey, another contracting unit, any body politic to which it contributes tax raised fund, any foreign nation which has diplomatic relations with the United States, or any governmental unit in the United States; and

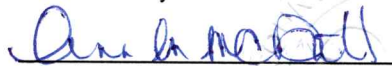
WHEREAS, the CMCMUA and the City have determined it to be in their mutual best interests to enter into an agreement, in a form attached hereto and made a part hereof, for the City to acquire RBC Equipment Components as a result of the Project; and

NOW, THEREFORE, BE IT RESOLVED by the Cape May County Municipal Utilities Authority, a body corporate and politic, as follows:

1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Authority hereby authorizes the sale of the RBC Equipment Components no longer needed for public use to the City of Asbury Park in accordance with the terms and conditions of the attached agreement pursuant to N.J.S.A. 40A:11-36(2), with such minor revisions as may be determined to be appropriate by the Authority's Executive Director and/or General Counsel.
3. The Authority's Executive Director, and/or his designee, is hereby authorized and directed to take any and all steps necessary to effectuate the sale of the RBC Equipment Components pursuant to the attached agreement.

	Motion	Second	Yes	No	Abstain	Absent
Mr. Burns			X			
Ms. Callinan			X			
Mr. Groon						X
Ms. Heenan			X			
Mr. Rixey	X		X			
Ms. Saduk		X	X			
Mr. Betts			X			

I hereby certify the foregoing to be a true and correct copy of Resolution No. **121-21** adopted by the Cape May County Municipal Utilities Authority at its Regular Meeting on the **20th** day of **October 2021**.


Assistant Corporate Secretary



Minutes
Meeting of the Municipal Council
Wednesday, November 10, 2021
REGULAR MEETING

Executive Session - 4:00 PM

2021-471 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Melody Hartsgrove called the meeting to order at 6:10 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.

2. Matters from City Council

Council member Chapman stated, there will be a shredding truck here at the municipal building on November 20th 9:00AM to 1:00PM. If anybody has any documents that they need shredded please bring them at that time.

Council member Clayton had no matters at this time.

Council member Kendle stated, one thing I really want to talk about is the love that this city has for the people around this city. The trunk-or-treat that we had was our second trunk-or-treat and we had about 1,500 kids. I'd like to thank Donna, Leesha, Eileen, Sylvia, the advisory committee, and I can't forget the Council. I have a list here with a lot of names on it, and I was thinking about this as we were going over some other business. I walked around and I made sure that I told everyone on this list "thank you." I don't want to take too much of your time reading these names off so once again we had a beautiful affair, and I thank you all.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, the Senior Center will be open on Monday. Tomorrow is Veteran's Day, it's a very special holiday for everybody in America. I'd like to thank all veterans, past and present for serving this country. It's a special day, take a couple minutes tomorrow to thank the veterans.

3. Matters from City Manager
City Manager, Donna Viero had no matters at this time.
4. Matters from City Attorney
City Attorney, Frederick Raffetto had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Michael (Asbury Park Property Owners Coalition) made a comment about rent control; and Rita Marano made a comment about resolutions and fossil fuel. A motion to close the meeting to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

MINUTES

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

1. Municipal Council-Executive Meeting-Oct.27, 2021 4:00 PM

2. Municipal Council - Regular Meeting - Oct 27, 2021 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2021-472 Resolution Approving Special Event Applications

2021-473 Resolution Authorizing the Acceptance of Funding from the State of New Jersey, Department of Human Services, Division of Mental Health Services for the Year 2022 Mental Health Grant

INDIVIDUAL RESOLUTIONS

2021-474 Resolution Approving Payment of Bills

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

2021-475 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2021 Budget

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

2021-476 Resolution Amending the Purchase of Parts Needed to Repair RBC (Rotating Biological Contractor) #4 at the Sewer Plant

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

2021-477 Resolution Awarding a Contract to Lucas Brothers, Inc. for Bond Street Improvements

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

2021-478 Resolution Authorizing a Contract for the Disposal of Leaves During the Fall Season

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

2021-479 Resolution Amending a Contract with Stavola Asphalt Company for Asphalt

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

2021-480 Resolution Amending a Contract with General Code for 2021 Ordinance Codification

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

2021-481 Resolution Authorizing Change Order Number 5 for the Deal Lake Drive Improvements Project Resulting in a Net Reduction of the Original Contract Amount

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

2021-482 Resolution to Approve the City of Asbury Park to Enter Into a Shared Services Agreement With the County of Monmouth to Provide the ITax Map/Collaboration Center System (tax map conversion and maintenance services)

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

2021-483 Resolution Entering Into a Shared Services Agreement with the County of Monmouth For MOD IV Property Assessment Computer Services

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

2021-484 Resolution Authorizing the Mayor & City Council to Execute a Discharge of Mortgage under the Community Development Block Grant Homebuyer's Assistance Program

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

2021-485 Resolution to Back Bill Sewer Charges on Various Accounts

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

2021-486 Resolution Approving the Transfer of Property, Located at Block 3901, Lots 2 & 3 (212-214 Second Avenue), From Asbury Partners, LLC To Block 3901 QOZF LLC, Subject to Conditions and Pursuant to The Amended and Reinstated Redeveloper and Land Disposition Agreement, Entered into On October 2, 2002, As Amended, Between the City of Asbury Park and Asbury Partners, LLC

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

2021-487 Resolution To Approve Person To Person Liquor License Transfer From Asbury Lanes LLC To Asbury Two Liquor License LLC (1303-33-016-007)

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

2021-488 Resolution Authorizing the Sale of Rotating Biological Contractor (RBC) Equipment Components and the Execution of an Agreement Between the City of Asbury Park and the Cape May County Municipal Utilities Authority

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

ADJOURNMENT

The meeting was adjourned at 6:30 PM

A motion to close the meeting was made by Council member Chapman and seconded by Council member Kendle. All in favor. Meeting was adjourned at 6:30 PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk