Agenda
Meeting of the Municipal Council
Thursday, November 10, 2022
REGULAR MEETING 6:00 PM

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

2022-441 Resolution Authorizing a meeting which excludes the public

A. Contract Negotiations

1. Easement Agreement with 929 Asbury Avenue
2. Easement in Right of Way for 209 Sixth Avenue (Block 4201, Lot 11)
3. 31-35 Jersey Avenue (Block 1301, Lot 35)
4. 202 Seventh Avenue (202/204 7th Avenue Urban Renewal, LLC)

B. Litigation

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board.

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

Items to be Presented:

1. Presentation by Asbury Partners for accessory tent and shed to be added to the Asbury Hotel at 210 Fifth Avenue (Block 4104, Lot 13)

2. Presentation by Inspire by Somerset of development project at 1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue (Block 4105, Lots 1, 3 and 4)

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting October 26, 2022 4:00 PM
- Municipal Council - Regular Meeting - Oct 26, 2022 6:00 PM

C. Consent Agenda Resolutions

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

2022-442 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opiod Settlement

2022-443 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Justice Assistance Grant

2022-444 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ Grant Local Business Community UEZ Director

2022-445 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ Grant Public Safety Offset for Business Community

2022-446 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ Grant Facade & Walkway Improvements

2022-447 Resolution Authorizing Acceptance of Funding from the State of New Jersey, Department of Human Services, Division of Mental Health Services for the Year 2023 Mental Health Grant

D. Individual Resolutions

2022-448 Resolution Approving Payment of Bills

2022-449 Resolution Awarding a Contract to J.C. Contracting for Trenching and Running Conduit Needed for the New Digital Sign

2022-450 Resolution Authorizing Door Repairs Needed at the Department of Public Works

2022-451 Resolution Authorizing Emergency Generator Repairs Needed at the Waste Water Treatment Plant

2022-452 Resolution Authorizing Emergency Generator Rental Needed at the Waste Water Treatment Plant

2022-453 Resolution Authorizing the Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle

2022-454 Resolution Authorizing An Accelerated Electronic Tax Sale Administered By realauction.com LLC

2022-455 Resolution Ratifying the Superior Officers Association, Local No. 6 of the Patrolmen's Benevolent Association of the State of New Jersey Union Contract

2022-456 Resolution Ratifying the International Association of Firefighters (IAFF), Local 384, AFL-CIO-CLC Union Contract

E. Adjournment

RESOLUTION NO. 2022-441

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, 2022 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. <u>Contract Negotiations:</u>

1. Easement Agreement with 929 Asbury Avenue
2. Easement in Right of Way for 209 Sixth Avenue (Block 4201, Lot 11)
3. 31-35 Jersey Avenue (Block 1301, Lot 35)
4. 202 Seventh Avenue (202/204 7th Avenue Urban Renewal, LLC)

B. <u>Litigation:</u>

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board

C. <u>Attorney-Client Privilege:</u>

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

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURYPARK.COM

JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
EILEEN CHAPMAN, COUNCILPERSON
YVONNE CLAYTON, COUNCILPERSON
JESSE KENDLE, COUNCILPERSON

DONNA VIEIRO, CITY MANAGER
MELODY HARTSGROVE, RMC, CITY CLERK

Technical Review Committee

To: Municipal Council

From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment on behalf of the Technical Review Committee

CC: Joseph Maraziti, Redevelopment Counsel
Jennifer Porter, Counsel for Developer

Date: October 26, 2022

Re: TRC REVIEW
AP Block 178 Venture LLC
200-210 Fifth Avenue – The Asbury Hotel
Block 4104, Lot 3-7, 10 and 11

The TRC met on October 20, 2022 to review the application for a semi-permanent tent off of the event space at the Asbury Hotel and for a brick storage shed in the lawn area adjacent to Kingsley Street.

The tent will range from 600 square feet to 2400 square feet depending on the hotel event and shall be located in the patio area. It will remain up for extended periods of times all years for a variety of hotel events including weddings, parties, conventions and retail market events. It will primarily be up for Spring, Summer and Fall, but will occasionally be installed for winter. The winter tent will comply with the requirements of the Uniform Construction Code for a winter tent.

The storage shed is a one story 480 square foot brick structure. It is intended to store outdoor furniture.

The TRC recommends the project as presented with the condition that the privacy privet hedge be moved or re-stablished in front of the shed to minimize the visual impact off of Kingsley Street.

Attachment: Technical Review Committee report Tent and Shed 2022 (2022-63 : Presentation by Asbury Partners for accessory tent and shed to

The Asbury Event Space Tent (4th Ave, looking North)

The Asbury Event Space Tent
(4th & Kingsley, looking Northwest)

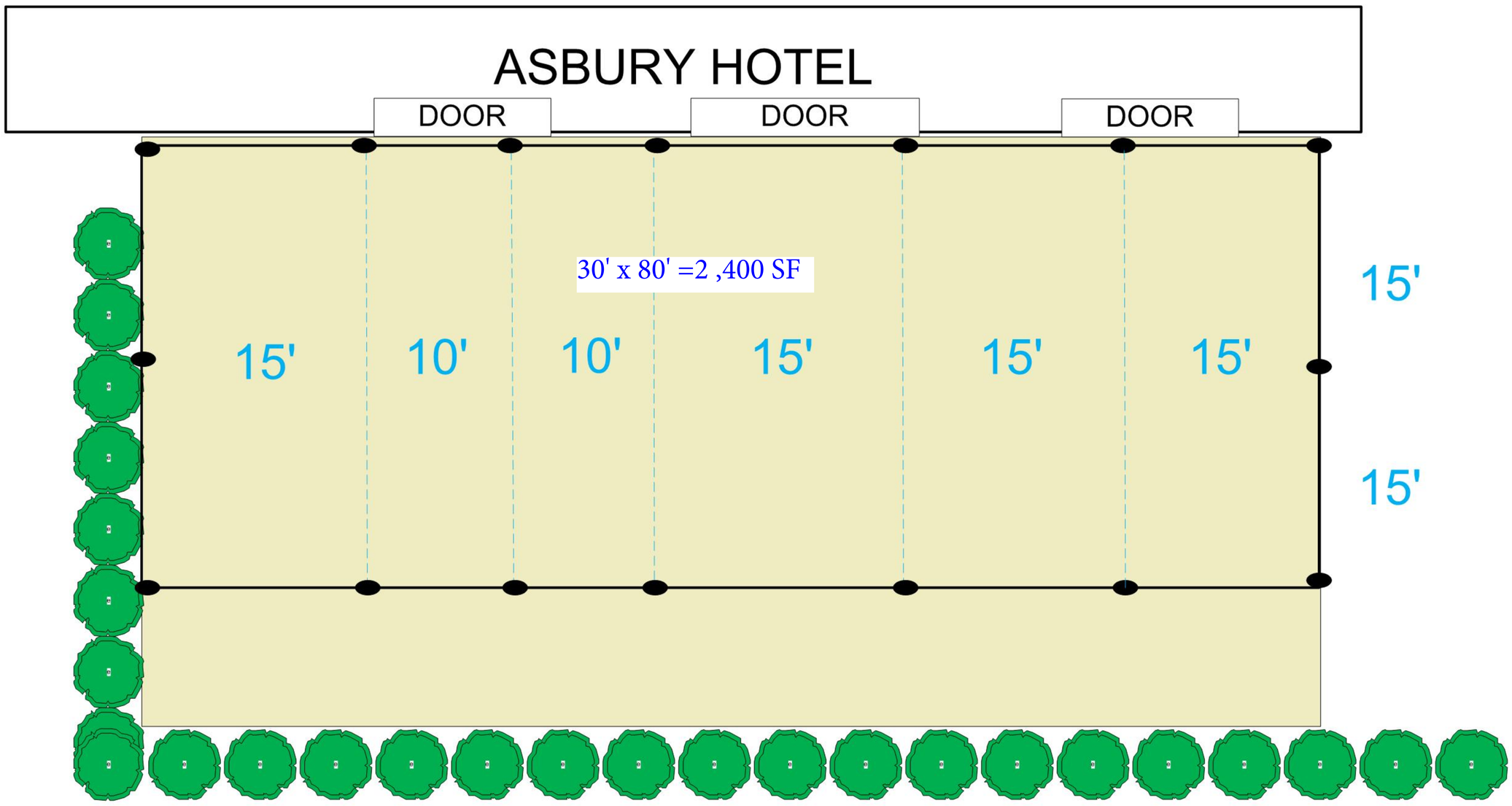
The Asbury Event Space Tent (Kingsley Street, looking West)

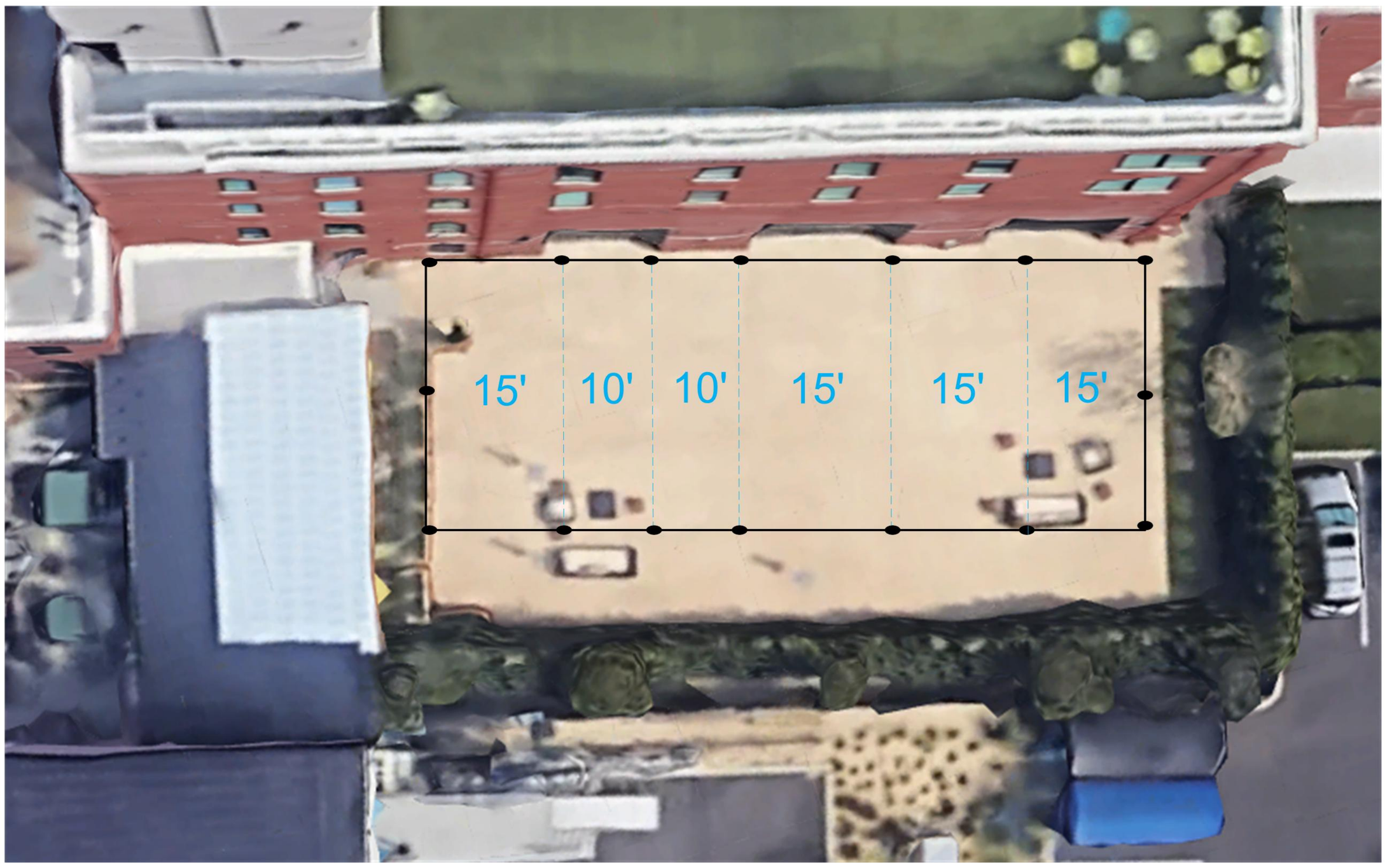
EXHIBIT D

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

SPERRY TENTS

Event: Asbury Hotel
Date:
Tents: 30x80 Navi-Trac Lite
Drawing Date:
Most Popular Layout

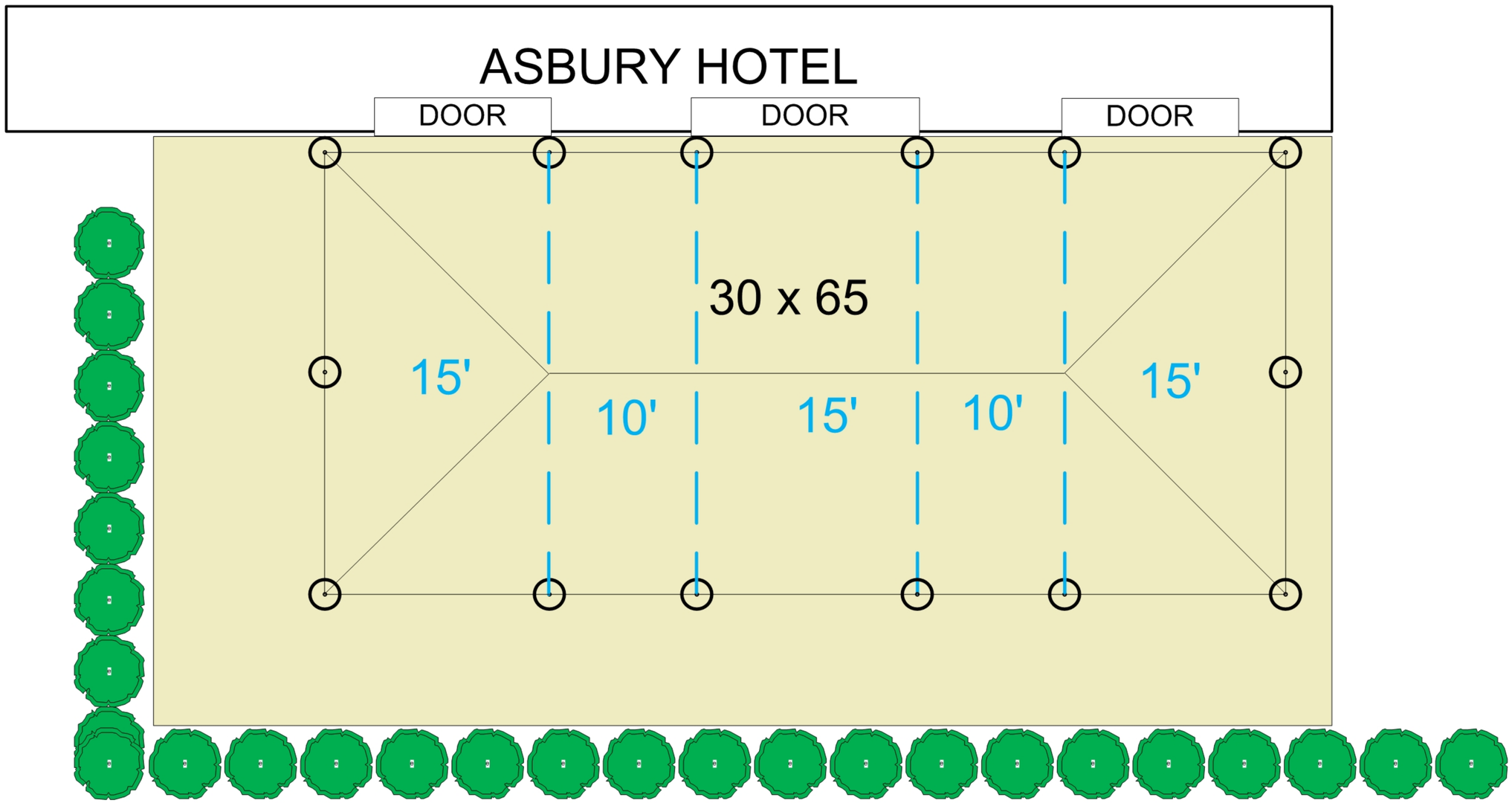




Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and shed to be added to the Asbury Hotel)

SPERRY TENTS

Event: Asbury Hotel
Date:
Tents: 30x65 Navi-Trac Lite
Drawing Date:
2nd Most Popular Layout



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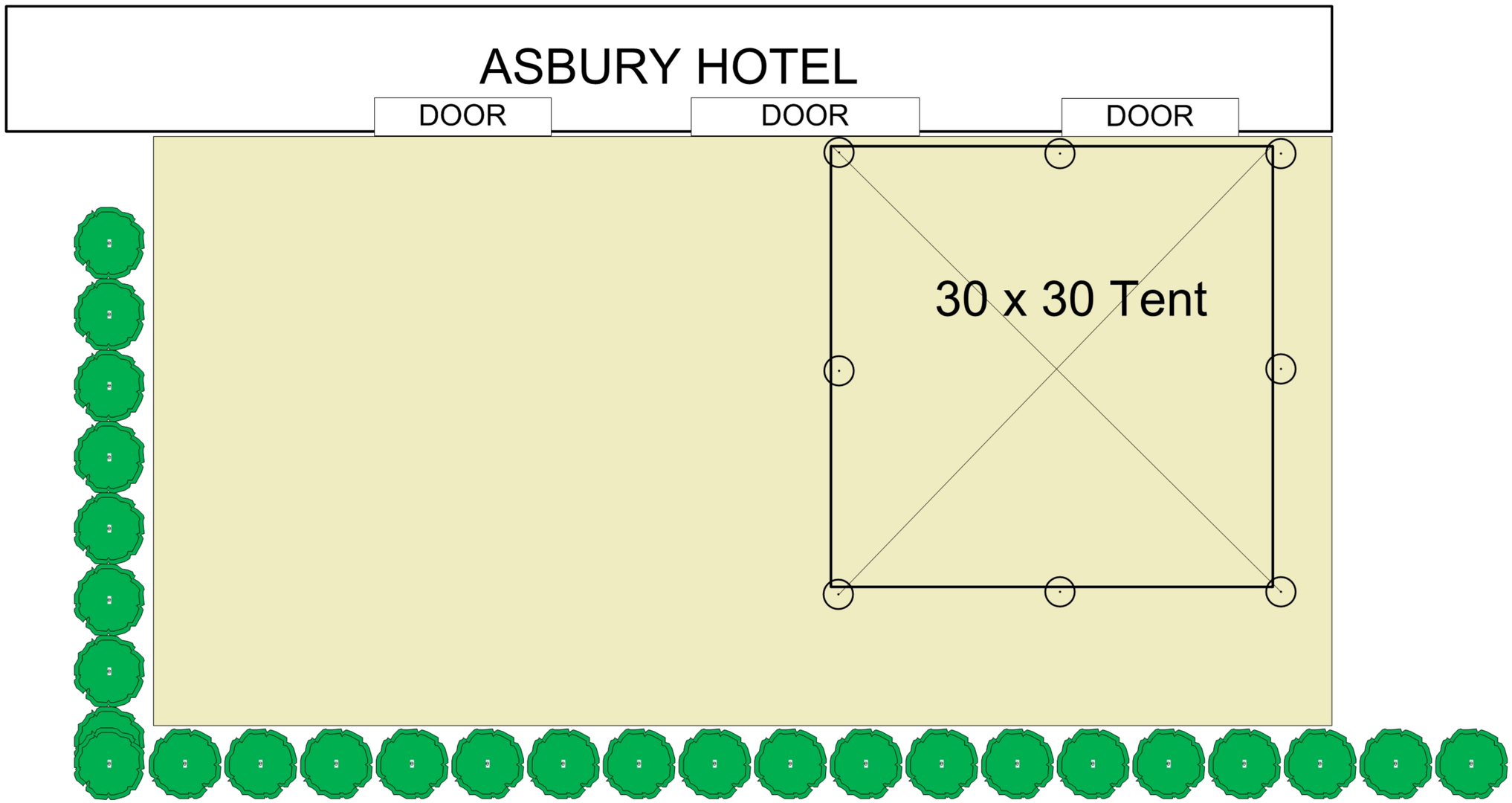
SPERRY TENTS

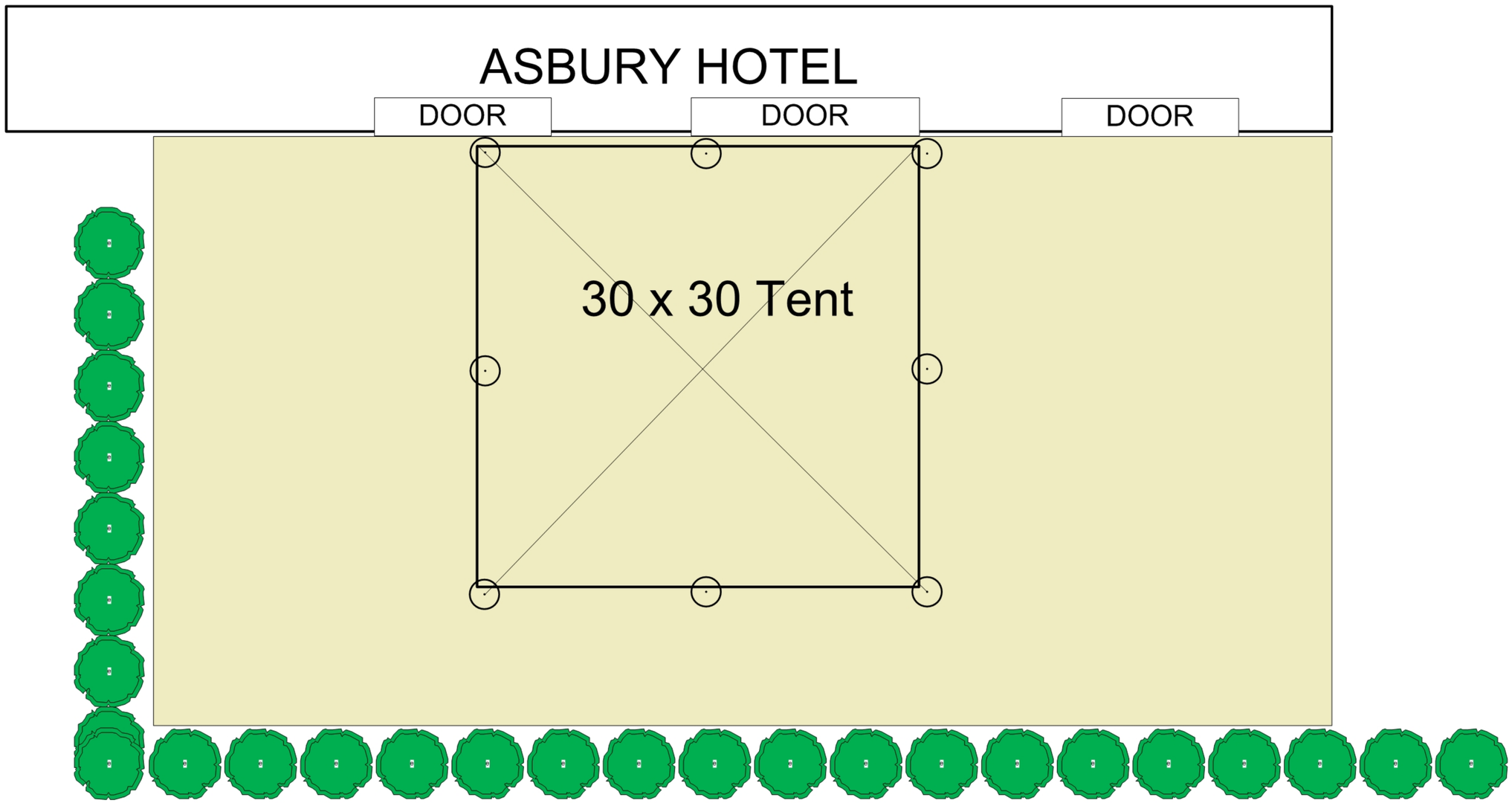
Event: Asbury Hotel
Date:
Tents: 30x30 Navi-Trac Lite
Drawing Date:
Available Alternate #1



Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and shed to be added to the Asbury Hotel)

SPERRY TENTS

Event: Asbury Hotel
Date:
Tents: 30x30 Navi-Trac Lite
Drawing Date:
Available Alternate #2



Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and shed to be added to the Asbury Hotel)

SPERRY TENTS

Event: Asbury Hotel
Date:
Tents: 30x30 Navi-Trac Lite
Drawing Date:
Available Alternate #3

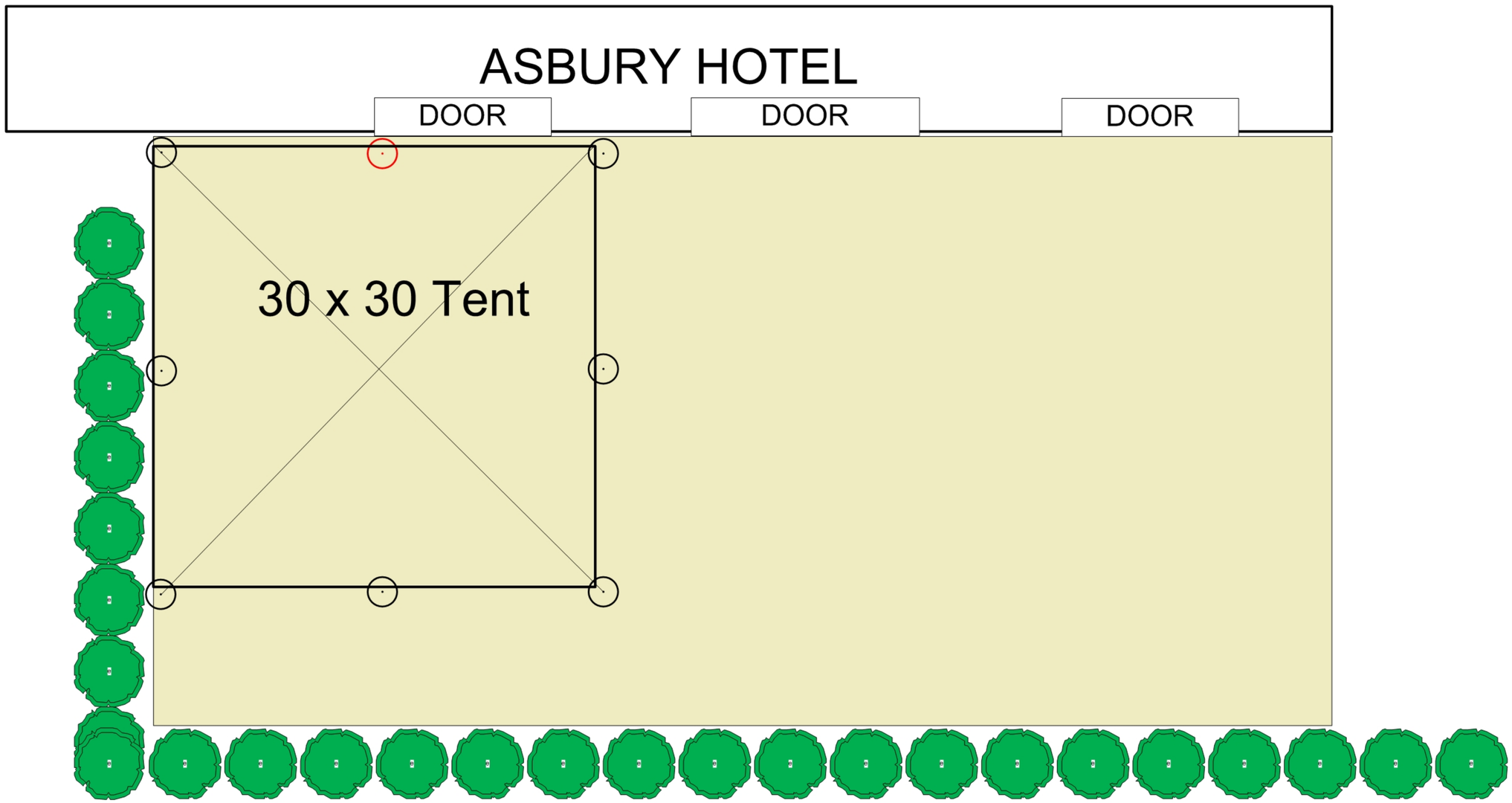


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EXHIBIT E

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

Installation Instructions

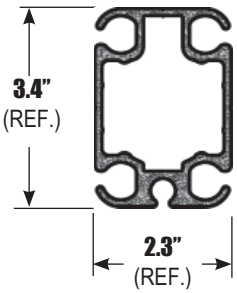
Navi-Trac Lite® Frame Tent

30’ Wide System

Non-Certified Installation

Please read all assembly / installation instructions before the installation or removal of this product.

ANCHOR® INDUSTRIES INC.



Navi-Trac Lite
Beam

7701 Highway 41 N
Evansville, IN 47725
Phone: 812-867-2421
Fax: 812-867-1429
1-800-544-4445
email: tents@anchorinc.com
www.anchorinc.com

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

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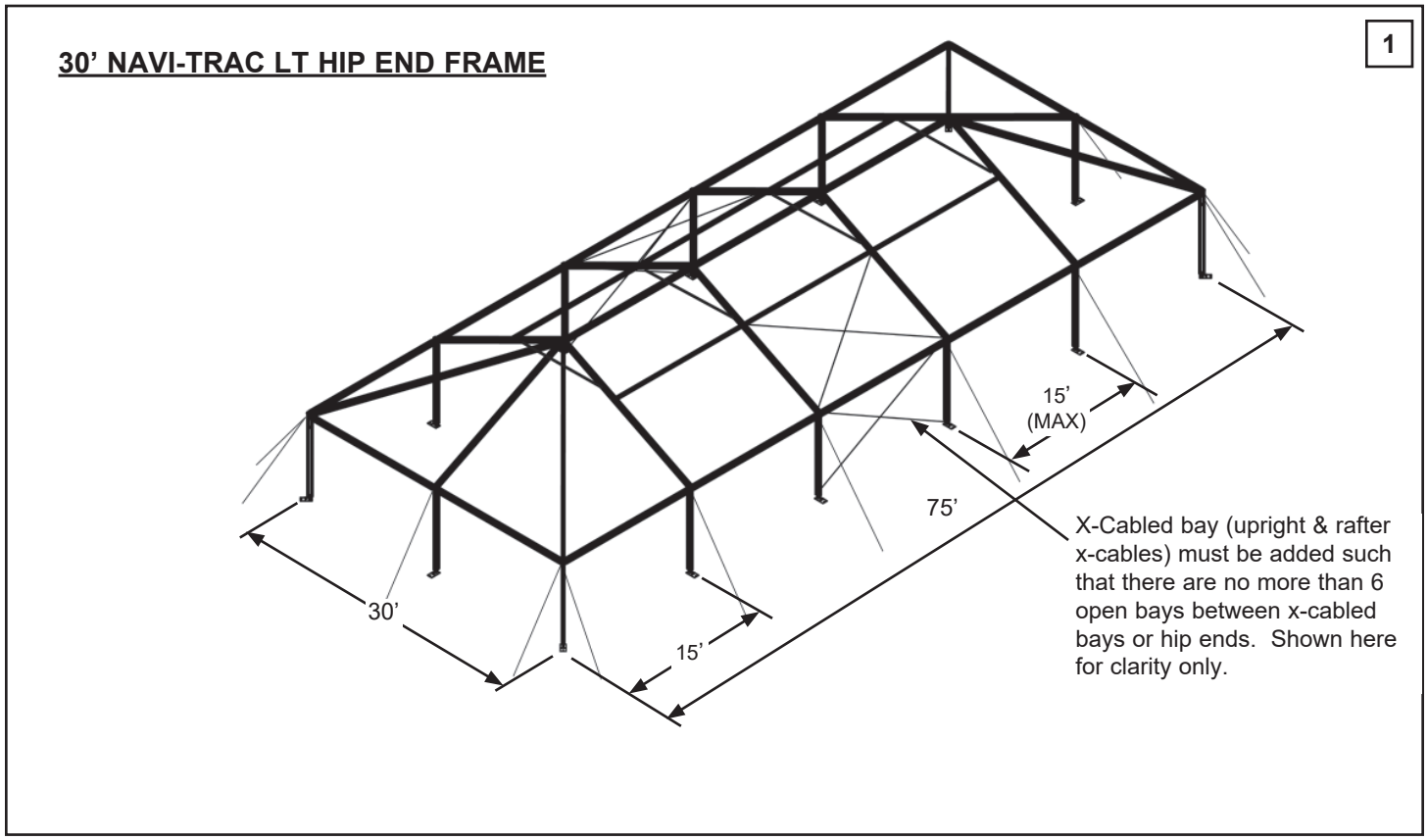
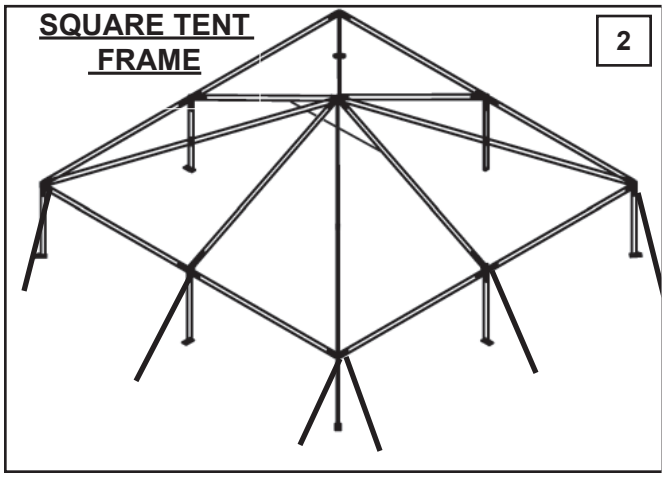


INTRODUCTION

The NAVI-TRAC LT can be configured as a Hip End, Gabled End, Hex End or Clearspan unit, as described below:

30’ NAVI-TRAC LT HIP END UNITS

The 30’ wide NAVI-TRAC LT frame configuration is based on the hip roofed square tent shown at right. Hip bars connect corners to the peak, and rafters connect eave bars to the peak. The square tent can be extended into a rectangle by adding 10’ or 15’ bays consisting of parallel beams connected to the hip ends and to each other by ridge bars, purlins, and eave bars.



30’ NAVI-TRAC LT GABLED END UNITS (AND HIP-GABLED & HEX-GABLED UNITS)

The 30’ LT can also be supplied and installed as a gabled end tent consisting of a series of parallel beams interconnected by ridge bars, purlins and eave bars (see the Appendix I). **The hip end, gabled end & hex end versions of the LT are guyed units** that depend on staked, ratcheted guy webs at legs and corners for their stability. All three versions are supplied with uprights adjustable from 8 ft to 10 ft high, with the gabled end unit requiring at least one bay of X-cabling.

30’ NAVI-TRAC LT CLEARSPAN (CS) UNITS (Gabled End Configuration only)

By adding appropriate additional X-cabling, and hinged Base Plates, the 30’ NAVI-TRAC LT can be converted into the 30 ft NAVI-TRAC CS, a clearspan unit which is installed without external guy webs (see Appendix 2).

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

30’ NAVI-TRAC LT COMPONENT ILLUSTRATIONS

(SEE PART LISTS ON PG #5 AND APPENDICES 1 AND 2)

EAVE WELDMENT (EW)

GABLED END WELDMENT “L” (EWL)

GABLED END WELDMENT “R” (EWR)

CORNER WELDMENT (CW)

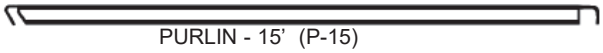
RIDGE WELDMENT (RW)

(NOTE: FOR GABLED ENDS, THE BRACKET HARDWARE CAN BE REMOVED FROM ONE SIDE, IF DESIRED.)

UPRIGHT 8’ (U-8)

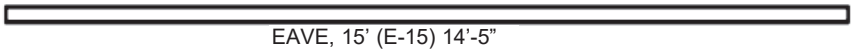
GABLED END WING EAVE - 10’ (EW-10)

GABLED END MID EAVE - 10’ (EE-10)



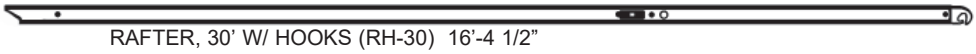
PURLIN - 15’ (P-15)

GABLED END UPRIGHT W/ TOP FITTING (GU)



EAVE, 15’ (E-15) 14’-5”

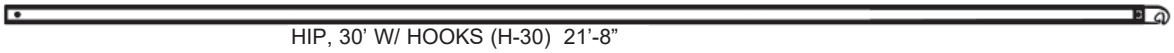
RIDGE, 15’ W/ HOOKS (RG-15) 14’-9’



RAFTER, 30’ W/ HOOKS (RH-30) 16’-4 1/2”

RAFTER, 30’ (R-30) 16’-2”

NOTE: RIDGE BRACE HOLE OUTLINED IN WHITE



HIP, 30’ W/ HOOKS (H-30) 21’-8”

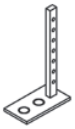
TENSION LOCK PIN (TP)

GFL

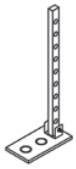
GFR

GABLED END RAFTER FITTINGS (LEFT & RIGHT) W/ BOLT & NUT

2-HOLED PLATES for HIP & GBL UNITS



BASEPLATE ADJ (BA)



BASEPLATE, GBL-END, ADJ (BAG)

4-HOLED PLATES FOR CS

BASEPLATE HINGED (BH)

BASEPLATE, GBL-END, HINGED (BHG)

30” STAKE

(1) REQ’D PER BASE PLATE

42” STAKE

(1) REQ’D PER GUY

RIDGE BRACE (RB)

“U” BRACKET END PROFILE WRAPS AROUND BEAM (ON BOTH SIDES)

CORRECT MOUNTING HOLES CIRCLED IN WHITE

GABLED END RIDGE BRACE (GRB)

“L” BRACKET END PROFILE WRAPS AROUND BEAM (ON INSIDE SURFACE ONLY)

X-CABLING

NAVLT-BAY15

NAVLTCS-BAY15-U8

NAVLTCS-BAY15-U9

NAVLTCS-BAY15-U10

WEB RATCHET (WR)

INSTALLATION SAFETY GUYS

LONG LIFTING BAR W/ CRADLE

SHORT LIFTING BAR W/ CRADLE

FABRIC PULL ROPES

WHEELED GUIDE BRACKETS

PUSH POLE ASSEMBLY

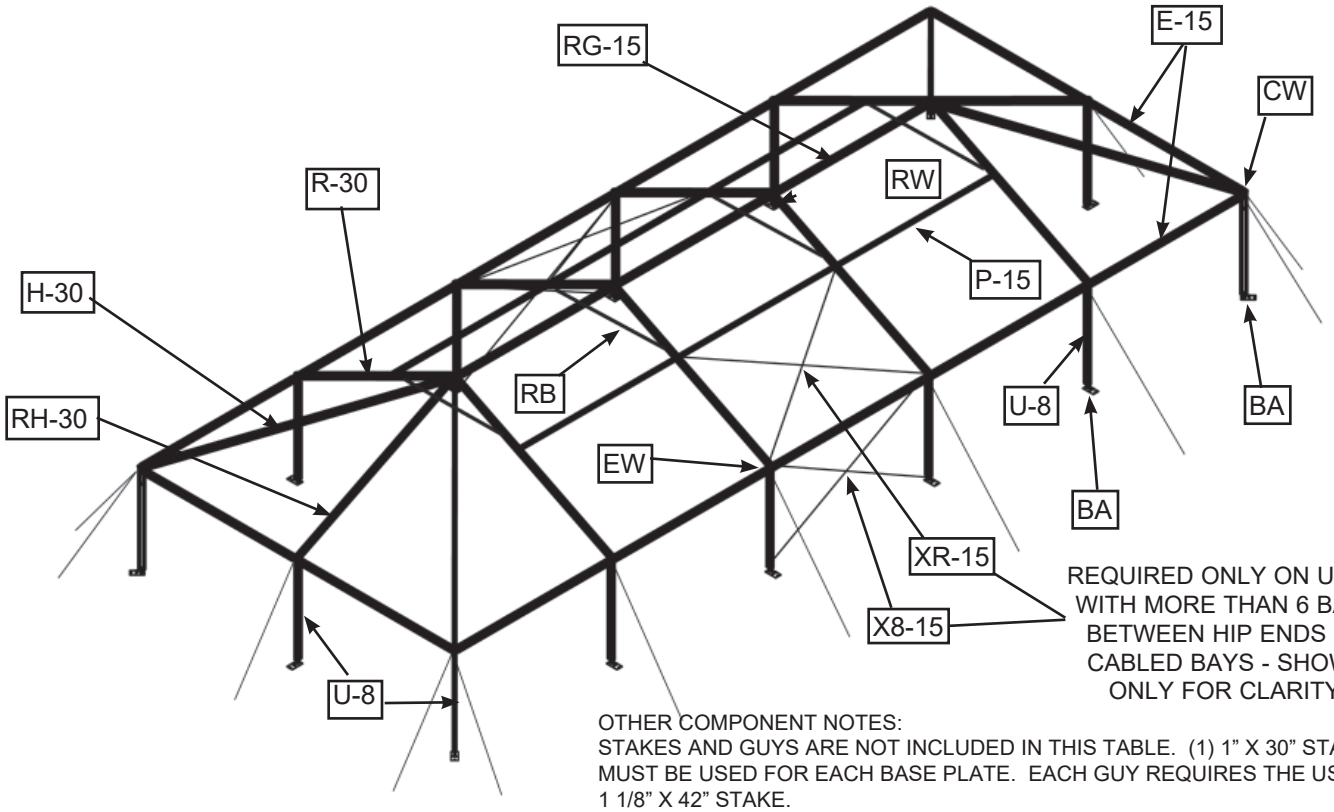
WHEELED PANEL GUIDES

DROP CLOTH

FABRIC END FITTING (FOR PUSH POLE)

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

30’ NAVI-TRAC LT FRAME TERMINOLOGY



REQUIRED ONLY ON UNITS WITH MORE THAN 6 BAYS BETWEEN HIP ENDS OR CABLED BAYS - SHOWN ONLY FOR CLARITY.

OTHER COMPONENT NOTES:
STAKES AND GUYS ARE NOT INCLUDED IN THIS TABLE. (1) 1” X 30” STAKE MUST BE USED FOR EACH BASE PLATE. EACH GUY REQUIRES THE USE OF A 1 1/8” X 42” STAKE.

COMPONENT CHART					QTY	QTY
LABEL	PARTS FOR HIP END UNITS				30’ x 30’	15’
(LETTER	(For Gabled End, see Appendix 1)	POSITION	ID	PART	HIP	EXTENSION
ON DWG)	COMPONENT DESCRIPTION	CODE	CODE	#	END	MID
	TOP EXTRUSIONS WITH CHANNELS:					
E-15	EAVE - 15’			8004410	8	2
RG-15	RIDGE W/ HOOKS - 15’			8004415	0	1
R-30	RAFTER 30’	WHITE BRACE HOLE		8004440	2	2
RH-30	RAFTER 30’ W/ HOOKS			8004445	2	0
H-30	HIP - 30’ W/ HOOKS			8004435	4	0
	PURLINS AND BRACES:					
P-15	PURLIN, 15’			80420	0	2
RB	RIDGE BRACE			3580660	1	1
	UPRIGHTS:					
U-8	UPRIGHT - 8’			8004450	8	2
	WELDMENTS, FITTINGS & PLATES:					
BA	BASEPLATES, ADJUSTABLE, 2-HOLED			8004505	8	2
CW	CORNER WELDMENTS W/ PINS			8004525	4	0
RW	RIDGE WELDMENTS W/ PINS			8004545	1	1
EW	EAVE WELDMENTS W/PINS			8004530	4	2
	CABLES AND MORE					
TP	TENSION LOCK PIN			3102865	2	2
X8-15	X-CABLE, 8’ UPRIGHT 15’ BAY	GREEN	NAVLTCS-BAY15-U8	8004560	0	4 (OVER 6 OPEN BAYS ONLY)
XR-15	X-CABLE, RAFTER 15’ BAY	BLUE	NAVLT-BAY15	8004570	0	4 (OVER 6 OPEN BAYS ONLY)
	INSTALLATION TOOLS:					
	LONG LIFTING BAR W/ CRADLE			80702		
	SHORT LIFTING BAR W/ CRADLE			80701		
	FABRIC PULL ROPES			80730		
	WHEELED PANEL GUIDE/ ASSEMBLIES			80731		
	PUSH POLE ASSEMBLY			80707		
	FABRIC END FITTING FOR PUSH POLE			80732		
	DROP CLOTH (8’ x 30’)			80705		

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

NAVI-TRAC LT INSTALLATION SAFETY GUIDELINES

Your own installation techniques will evolve to fit the varied needs of your clients, the experience level of your installation crews, the nature of other tentage that may be common to the installation site being planned, and the equipment that you may have previously available or with which you feel most comfortable. Whatever techniques you adapt for your crews, we encourage you to keep safety utmost in mind.

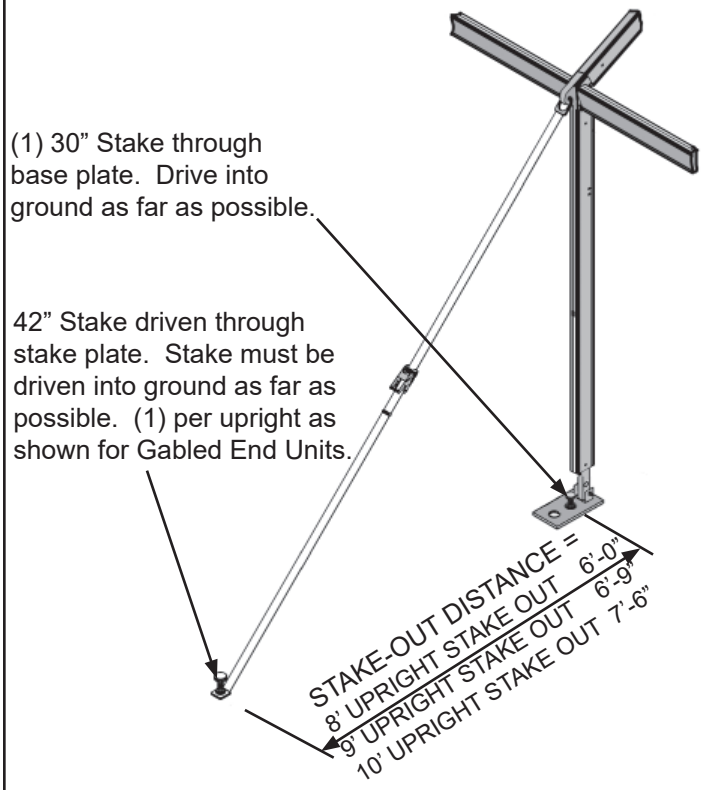
Please read through this assembly manual completely before beginning your installation. Be sure the proper equipment, crew and safety precautions are in place. We hope that you enjoy the design features of the AnchorSpan™ each time the unit is installed.

1. It is recommended that workers wear safety shoes and hard-hats on site.
2. When moving frame sections by hand, use proper lifting techniques to protect the back, and avoid pinching fingers while making hardware connections.
3. Be sure all workers are cautious and attentive to the falling paths of frame sections being raised or lowered.
4. Be aware to avoid contact of frame sections with any overhead power lines near the site.
5. When anchoring the structure, avoid all underground power lines and gas lines or other utility easements.
6. Keep site clear of debris to avoid tripping, especially while carrying frame parts or bundles of fabric.
7. Do not drag bundles of fabric on concrete, asphalt, or ground as this can cause damage to the fabric from abrasion through the bag.
8. Do not climb onto the fabric “roof” of the structure. When necessary, work safely from a ladder of appropriate size.
9. When standing frame sections to vertical, or when lowering, use a smooth motion and have other workers “foot” the base of the section to avoid slippage along the ground.
10. When installing gabled end units, be sure all beams are stabilized either by safety guys or cross-cabling until connected to a section of the unit that is already stabilized in this manner.
11. Pay close attention to the proper use of the Navi-Trac Frame Jack (see Page 10). Use care in position the jack carefully to maintain proper balance points in relation to weight, wind, and terrain.
12. Before installing fabric, be sure the frame is safely guyed off against the windload the fabric will transfer to the frame (in the LT and Gabled LT). In the Clearspan (CS) units, be sure X-cabling is in place.
13. When liner ropes are installed on the frame during installation, leave these ropes partially coiled to avoid tangling in them during frame assembly and standing.
14. When assembly the LT Gabled End units or the Clearspan (CS) units, be sure to safely stabilize the first standing beam by using the safety guys supplied and the techniques described in Appendix page X-1b.
15. To meet design loads, x-cabled bays (upright and rafter x-cables) must be added such that there are no more than 6 open bays between x-cabled bays or hip ends.
16. Notice that the Clearspan configuration has a narrower bay spacing and extensive X-cabling, especially in the lower roof area in order to supply the stability needed to omit external guying. Do not install standard Hip Lt or Gabled LT units without safely guying them out before fabric installation.
17. The installation method described here requires coordination of tasks between workers. A safe installation is dependent on that coordination. Please work cooperatively as a team.
18. **Inspect Site!** Consult your local utility locator service or the National Utility Locating Contractors Association (NULCA) prior to installation. Prior to actual tent assembly, be sure to look up, down, above & below for obstacles, pipes, wires, trouble, etc.

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

WEB GUY - STAKING GUIDELINES

STAKE-OUT DISTANCE =
8' UPRIGHT STAKE OUT 6'-0"
9' UPRIGHT STAKE OUT 6'-9"
10' UPRIGHT STAKE OUT 7'-6"



Corner staking is at 90º on hip ends.

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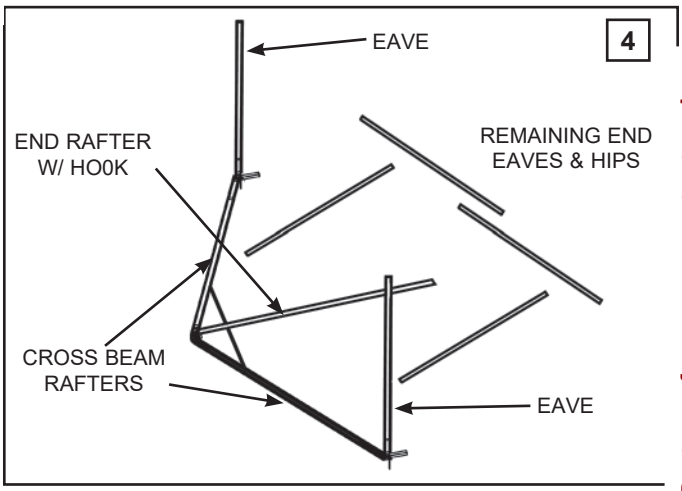
ASSEMBLING THE CROSS BEAM

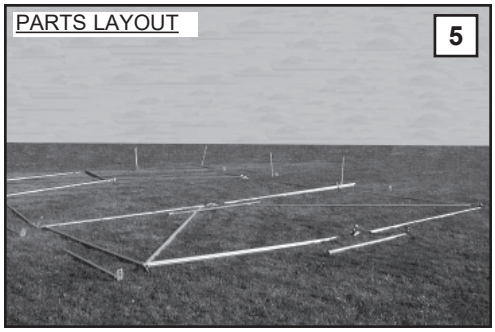
Begin the hip end installation by assembling the cross-beam section of the hip end framing with the eave bars connected, (see fig.4)

The following illustrations show details of each step to complete this assembly phase. Notice that the uprights (legs) are not installed at this time. They will be added with the help of a tent jack after the hip end upper frame is completely assembled.

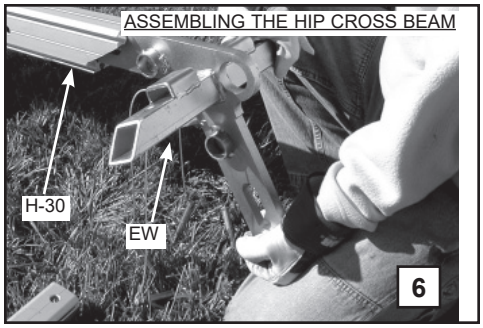
Appropriate pins are attached to the weldments. **The long pins** pin vertically through the aluminum extrusions. **The short pins** pin horizontally through the aluminum extrusions.

After completing each step on this page, the hip end frame should resemble the drawing to the right.

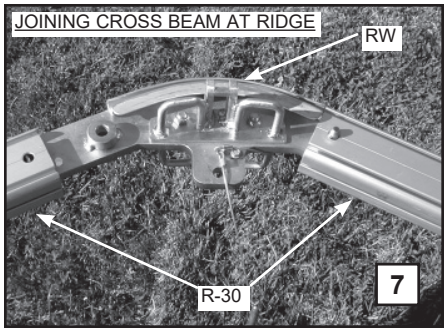




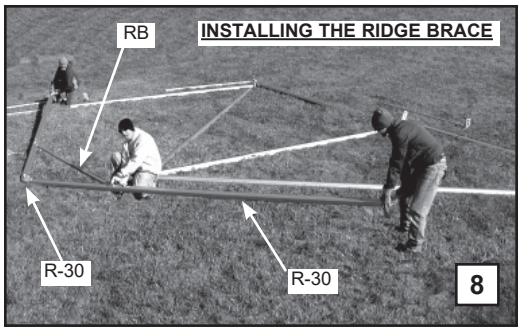
Begin by laying out the parts neatly in their approximate location, as if the frame were collapsed onto the ground.



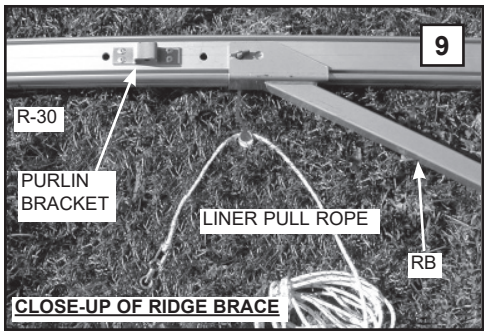
Install an Eave Weldment (EW) to the lower (tapered) ends of each Rafter (R-30). Insert the short pin provided thru the rafter (side-to-side) to secure the connection.



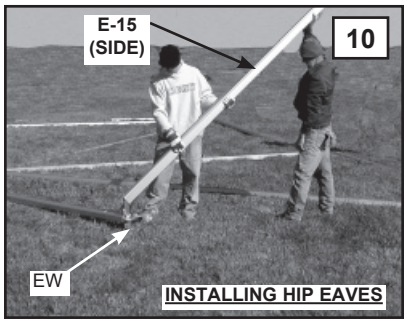
Slide the top (squared) ends of each Rafter (R-30) onto the Ridge Weldment (RW) and secure with the short pins provided on the weldment.



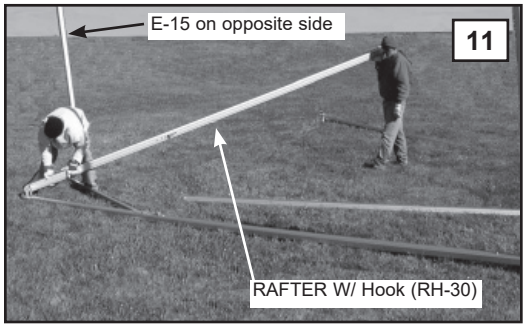
Adjust the spread of the cross-beam so that the ridge brace can be installed and pinned at the top hole above the Rafter-Purlin brackets (outlined in white).



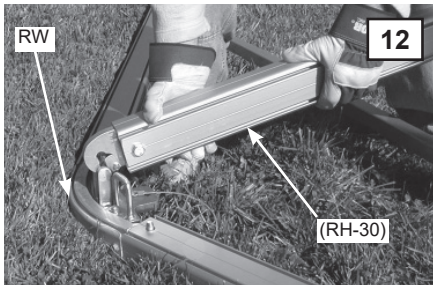
Close up of the Rafter/ Ridge Brace connection. Note the matching holes on the brace and the rafter are both circeld in white. (Also, notice the liner rope and pulley attached at this same pin location at this time (only if a liner is to be installed later).



At the Eave Weldment on both sides of the cross-beam, slide eave bars onto the weldment and secure with the long pins, allowing the eaves to stand vertically.



Install the Rafter w/ Hook (RH-30) to the center bracket of the Ridge Weldment (RW), and let it lay on the ground until the cross-beam is pivoted.



Close-up of the Rafter w/ Hook (RH-30) being connected to the Ridge Weldment (RW). (Notice the pivoting latch of the Rafter Hook.)

At this time, the cross-beam portion of the hip end should be complete, with eave bars standing vertically, as shown (see fig. 4, above)

<u>Caution</u>: If you have attached liner ropes, they should be kept at least partially coiled to prevent them from becoming a trip hazard during the remaining steps of the installation.

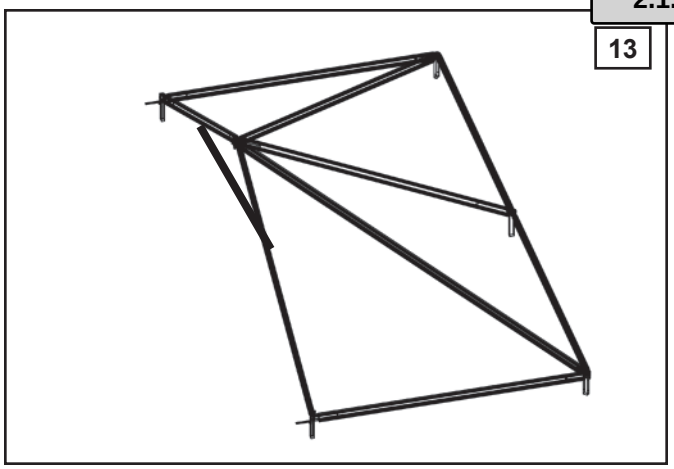
Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

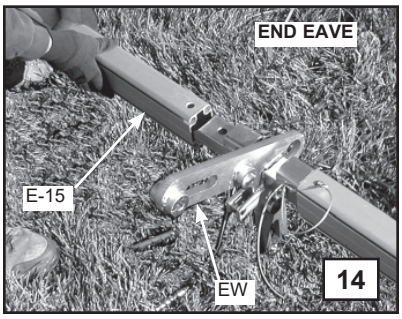
COMPLETING THE HIP END UPPER FRAME

In the following steps the upper frame of the hip end will be completed (see fig.13 to the right). Following this sequence will result in a smooth assembly.

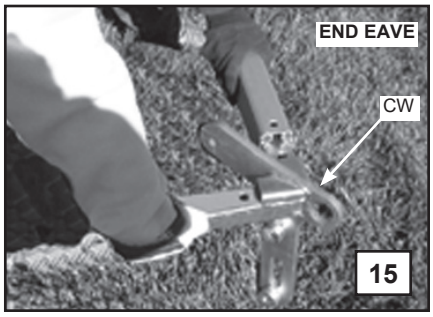
As this upper frame is completed, you should begin to position the hip end close to its intended position.

In addition to the long and short pins used above, the corner weldments have a **thicker short pin** that is used only for horizontal pinning through the lower end of the hip bar.

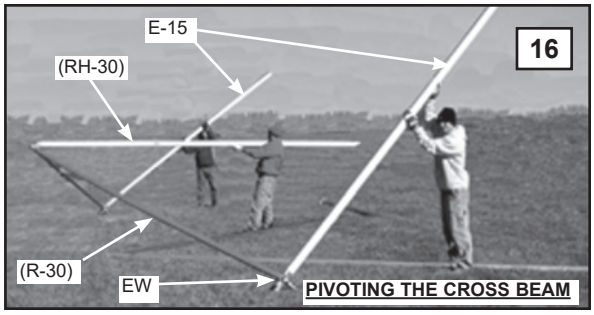




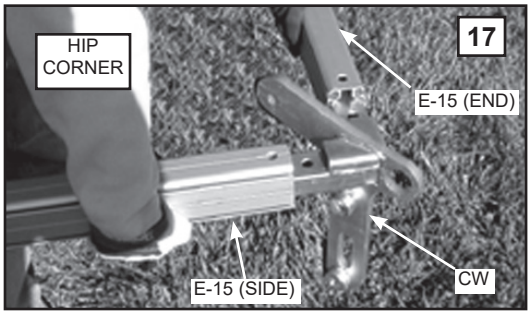
Complete the end eave by joining each Eave Bar (E-15) to the Eave Weldment (EW), as shown, and pin with long pins.



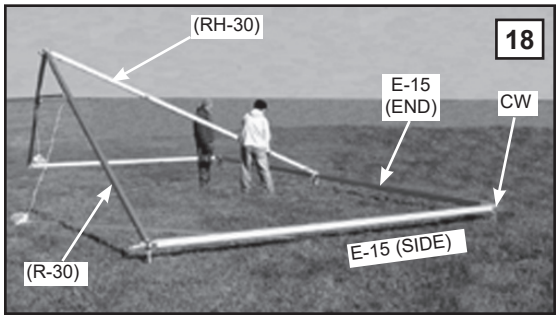
Insert a square arm of a Corner Weldment (CW) to each outer end of the Eave Bar (E-15) as shown and pin with a long pin.



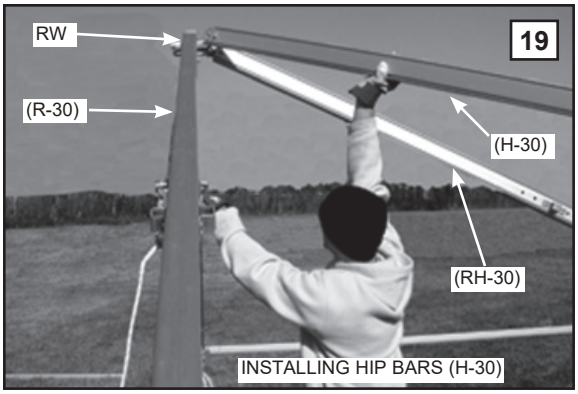
Using the Rafter w/ Hook (RH-30) and the Eave Bars (E-15) for leverage, pivot the cross beam to a vertical position, lining up the Eave Bars with the Corner Weldments at each end of the end Eave Bar assembled in the preceding steps.



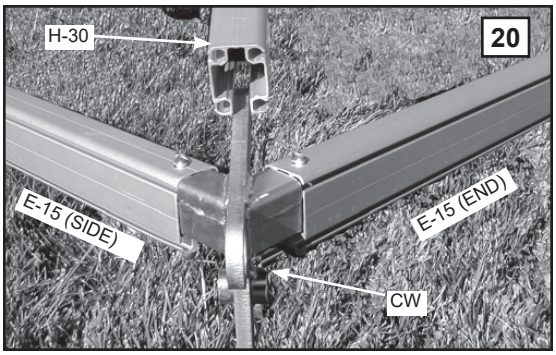
The free ends of the Eave Bars used to pivot the cross beam can now be attached to the Corner Weldments and pinned vertically with a long pin.



The free lower end of the Rafter w/ Hook can be attached to the Eave Weldment (EW) at the center of the end eave. Secure vertically with a long pin.



Install the upper end of each Hip Bar to the ridge weldment at the top of the cross beam. To do this, **first align the Hip Bar straight in** along side the Rafter w/ Hook, then swing the lower end of the Hip Bar outward to the Corner Weldments and pin with the short, **thick** pin.



Close-up of the Hip Bar (H-30) connection to the Corner Weldment (CW). Notice the slotted underside of the hip bar designed to drop over the top arm of the Corner Weldment.

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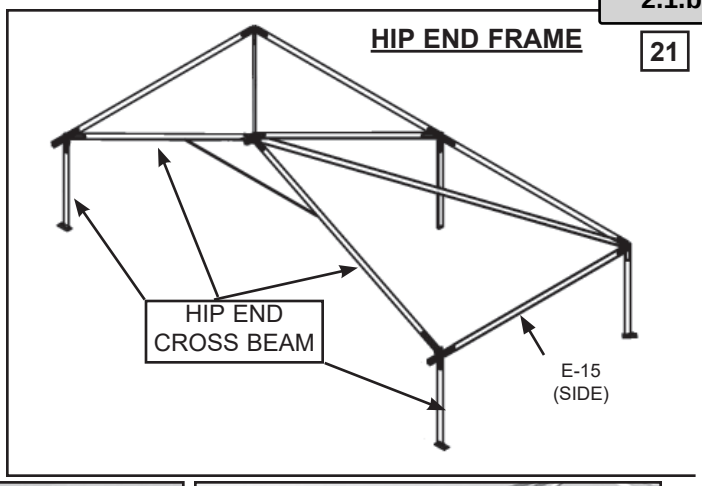
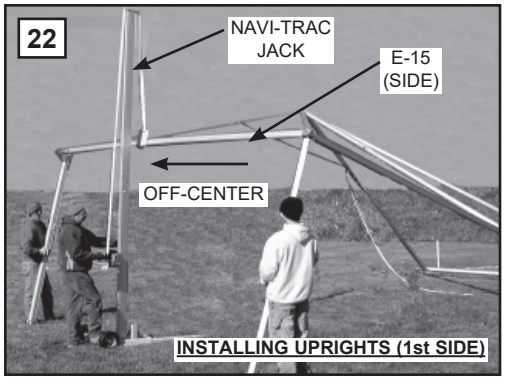
INSTALLING UPRIGHTS UNDER THE UPPER HIP FRAME.

Using the method shown, you should be able to install the NAVI-TRAC LT using only one NAVI-TRAC JACK.

You will lift one side of the Hip End and insert and pin the Uprights onto the under fitting of each weldment. Then, move the jack to the opposite side and install the remaining Uprights.

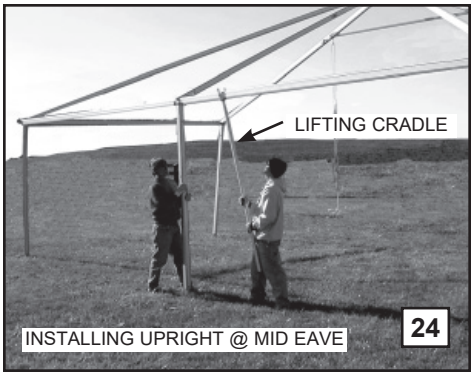
NOTE: To achieve proper balance, the NAVI-TRAC JACK should be positioned 1 ft off center on the side Eave Bar (E-15) in the direction of the peak of the frame (see fig. 22). Be attentive to the balance of the frame should uneven terrain require a slight shifting of this balance point.





Use the NAVI-TRAC JACK at 1 ft off-center of the Eave Bar (in the direction of the peak) to lift one side of the hip end upper frame. Insert the uprights onto the bottom fitting of each weldment and secure horizontally with a short pin.

Repeat this procedure on the opposite side Eave Bar (again 1 ft off-center in the direction of the peak), and install the opposite side Uprights.



To install an upright under the Eave Weldment on the end eave, simply use a Lifting Cradle to lift the Eave as shown.

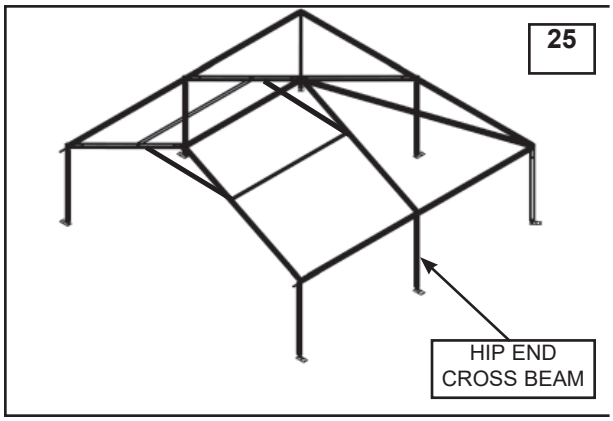
ADDING MIDDLE BAYS TO FORM A RECTANGULAR UNIT

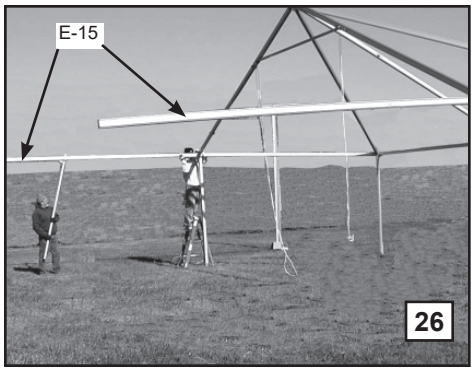
The NAVI-TRAC LT hip end unit can be extended into a rectangle by adding parallel middle bays as shown (fig. 25).

Each middle beam is constructed the same as the hip end cross beam, except that uprights are attached before standing the beam to vertical. Also, the connecting parts (Ridge, Eaves, etc) are first installed on the standing beam, and the new middle beam is stood and then joined to them in the air.

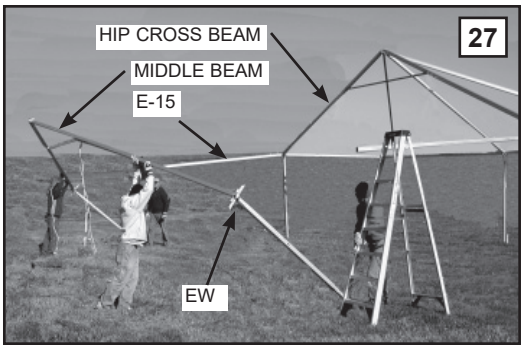
Unlimited middle bays can be added, but when the unit exceeds 60' in length, and for each each additional 60' of overall length, an X-cabled bay must be included (see Appendix 1, fig. 57 & 58 for a description of the X-cabling).

This assembly section describes units with hip ends on both ends of the unit. (For hip end-gabled end or purely gabled end units, see Appendix 1).

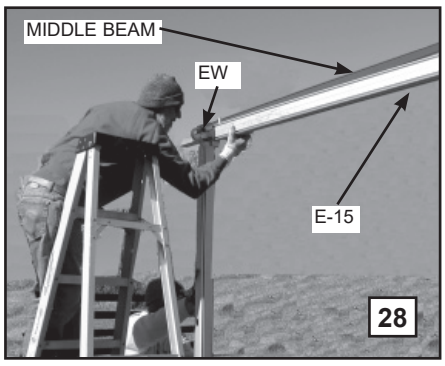




Install Eave Bars (E-15) to the Eave Weldments of the standing beam. Let the Eave Bars simply hang in a horizontal position as shown above.



. Construct the add-on beamwith uprights attached and pivot it to vertical as shown above. **Note: workers must "foot" the baseplates to prevent the baseplates from sliding out.**



Secure the new middle beam by attaching the Eave Bars (E-15) from the standing beam to the mid beam's Eave Weldment as shown above.

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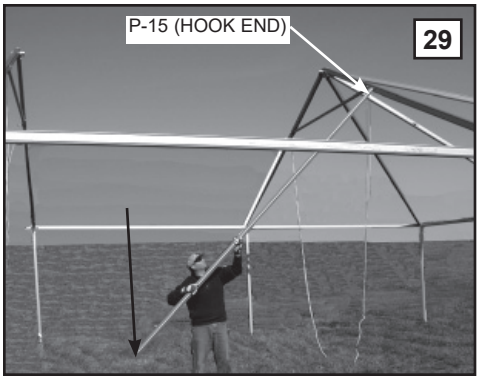
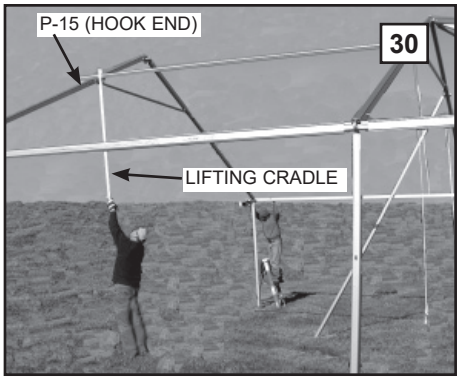
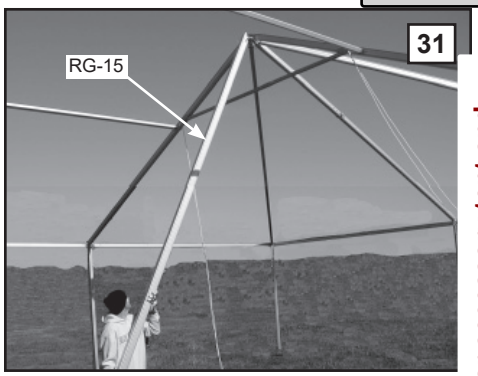


Attach the curved, hook ends of two drop-in Purlins (P-15) to the purlin bracket of the standing beam as shown.



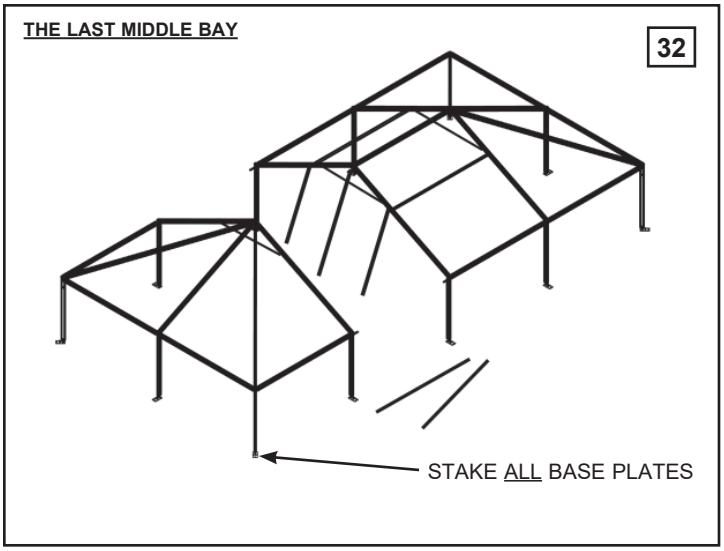
Using the long Eave Bar Cradle, lift and attach the straight angled ends of the drop-in purlins (P-15) to the purlin brackets of the new middle beam.

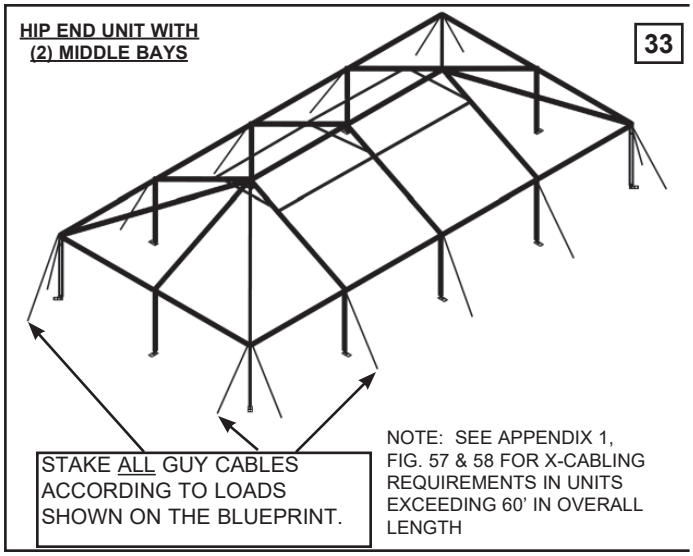


Repeat this process with the Ridge w/Hooks (RG-15) as shown above. Again, use the long Eave Bar Cradle to attach the opposite end.

COMPLETING AND STAKING THE HIP END FRAME

The final middle bay joins with the cross beam of the opposite hip end (see fig. 32 & 33). Position the second (facing) hip end 15' from the last middle beam, and use Eave Bars (E-15), Purlins (P-15), and Ridge Bars w/ Hooks (RH-15) to connect it to the standing frame structure





To finish out the unit, position a second, facing, hip end spaced 10' from the last parallel middle beam and connect the purlins, ridge, and eave bars just as in the preceding bay. Consult the blue print for loading data for each baseplate location. Stakes alone may not meet the loading requirement. **It is the customer's responsibility to provide adequate anchoring to meet the loads.**

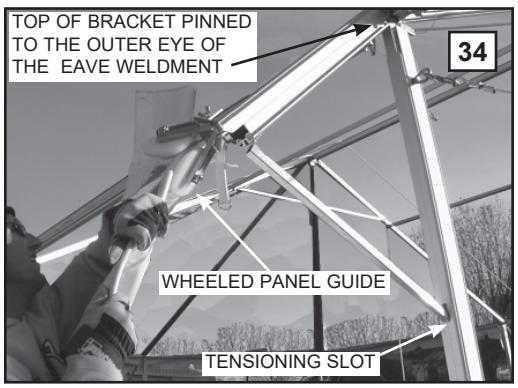
Before installing fabric, all middle beams should be guyed off, as shown. All guys are staked out from the upright at a dis tance equal to the height of the upright. If the breeze is strong, the corner uprights should be guyed off as well. Later, the corner guys will be temporarily released while the fabric hip end is being tensioned.

FABRIC GUIDE BRACKET

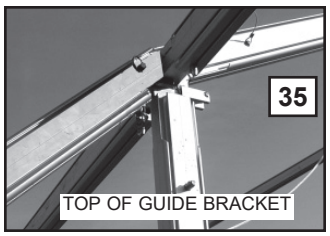
Fabric is installed using the fabric wheeled guide brackets and pull ropes thrown over the purlins and eave bars from one side of the tent to the other (see fig. 34).

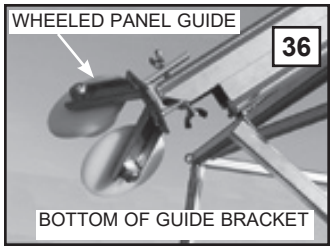
To install the hinged Wheeled Guide Bracket, slide the top over the external eye of the eave weldment and pin in place using a Tension Lock Pin. Spread the hinged bottom brace until the lower end lodges in the tensioning slot of the upright leg, as shown to the right (see fig. 34 & 35).

Using the butterfly set screws attach the Navi-Trac Wheeled Panel Guide wheels into the open end of the bracket at the hinged angle, as shown (see fig. 36).



Fabric Kedar being fed between the angled wheels of the panel guide.





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INSTALLING THE HIP END PANEL

To install the hip end fabric panel, first install the Fabric guide bracket on one side of the hip end cross beam, with the wheeled guide facing toward the end of the unit (fig. 37).

From side to side, throw the snap end of one pull rope up and over the hip end top framing so that the snap hangs near the Fabric Guide Bracket.

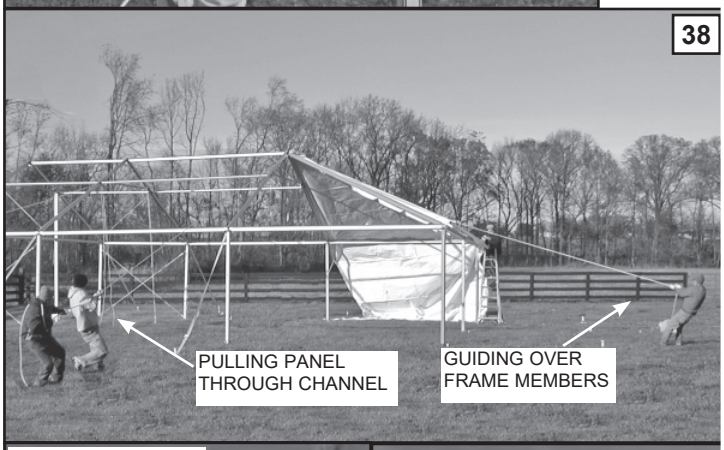
If possible, position the Guide Bracket and the hip end fabric bundle on the downwind side so that the direction of pull will be into the wind. This way the breeze can help lift the fabric over the hip end frame members.

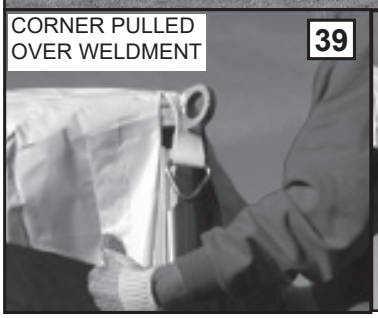
Snap the pull rope to the pull web loop at the end of the kedar strip on the hip end fabric panel (see diagram at bottom of this page.) This rope will be pulled in line with the cross beam, from the opposite side of the tent (fig. 38).

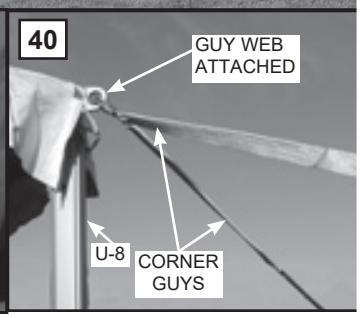
Snap a second pull rope to the tension ring at the corner of the fabric panel. This rope will help guide the fabric and prevent it from riding up the hips and rafters as the panel is pulled across the frame (fig.38).

Insert the leading edge of the kedar between the guide wheels and pull the panel up and over.

When the leading edge of the kedar reaches the eave weldment on the opposite side, pull the corners of the fabric down over the eye on the out side of the Corner Weldment, and install or re-install the guy webs at both corners to protect the tent from the wind load the hip panel will now exert on the frame (fig.39 & 40).







SAFE ATTACHMENT OF PULL ROPES TO FABRIC

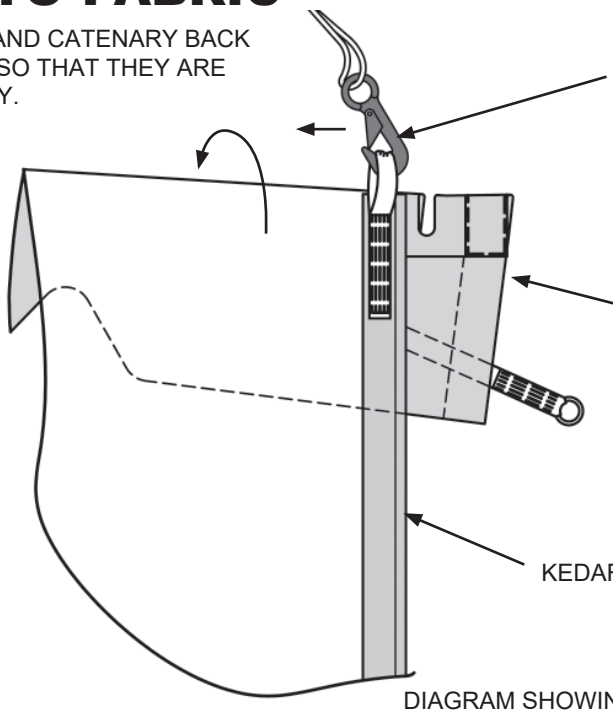
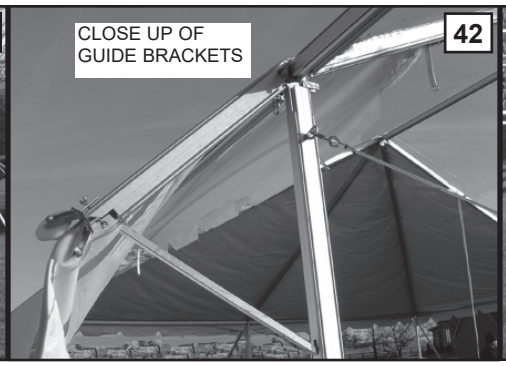


DIAGRAM SHOWING UNDER SIDE OF FABRIC AT EAVE.

NOTE: TO ENSURE THAT MID FABRIC GOES IN SMOOTHLY AND TO MINIMIZE CHANCE OF DAMAGE TO FABRIC, ALWAYS USE THE WHEELED PANEL GUIDE TO FEED KEDAR INTO FRAME CHANNELS AND ALWAYS SNAP PULL ROPE TO FABRIC AS SHOWN HERE.

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and



INSTALLING THE MID PANELS

To install the mid panel, first attach Fabric Guide Brackets to both beams of the middle bay with the guide wheel assemblies of the two brackets facing toward each other (fig. 41).

Throw the snap ends of (2) pull ropes up and over the frame from one side of the tent to the other, so that the snaps hang near the Fabric Guide Brackets.

Feed the leading edge of each Middle Panel kedar through the gap in the guide wheels on each side of the Middle Panel and snap the pull rings to the pull web (See diagram at bottom of previous page & fig.41 & 42). As the panel is pulled, the kedar will feed itself if the fabric bundle is free of tangles (fig. 43).

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

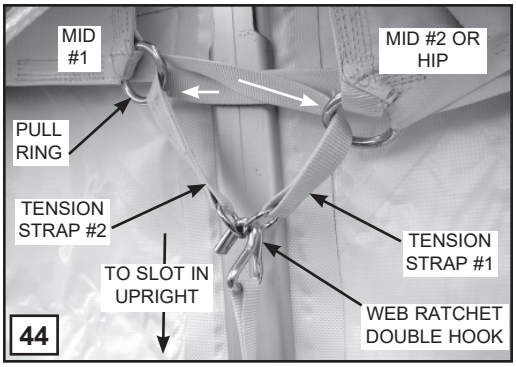
FABRIC TENSIONING

Adjacent top fabric panels are tensioned together at each upright (leg) of the tent.

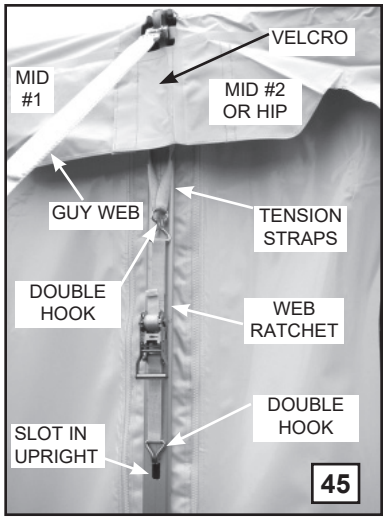
As shown at the right, the tension straps of each catenary tensioning arch interlink through the pull ring of the adjacent fabric panel (fig. 44). Both tension straps then join at the top double hook of a web ratchet strap. The bottom of the web ratchet strap is then hooked into a slot in the upright and ratcheted so that the catenaries of both top panels are tensioned at once (fig. 45).

When tensioning a panel, be sure that it is secured by the web ratchets on both sides of the tent before beginning to ratchet either of the catenaries tight, otherwise the panel may simply move toward the opposite side.

After the catenary is tensioned, velcro the adjacent valances together (fig. 45).



NOTE: IN THIS PHOTO, THE TENT WALLS HAVE ALREADY BEEN INSTALLED.



TENSIONING SYSTEM COMPLETE (SHOWN WITH WALLS INSTALLED)

With the hip end tent complete, adjust the guy webs for even tightness. Note: See page 7 for web guy staking guidelines.

Walls are optional, but in the wind, the tent is safest when the walls are either **all** closed or **all** open.

The Navi-Trac LT can also be configured in the following ways:

1. As a Guyed Unit With (2) Gabled Ends
2. As a Guyed Unit With (1) Gabled End and (1) Hip End
3. As a Guyed Unit With (2) Hex Ends
4. As a Guyed Unit With (1) Hex End and (1) Gabled or Hip End
3. As a Clearspan Unit with no Guys

For Proper Configuration of these frame variations, see Appendices 1 and 2.

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

APPENDIX #1
(GABLED-HIP) AND
(GABLED-GABLED) END UNITS

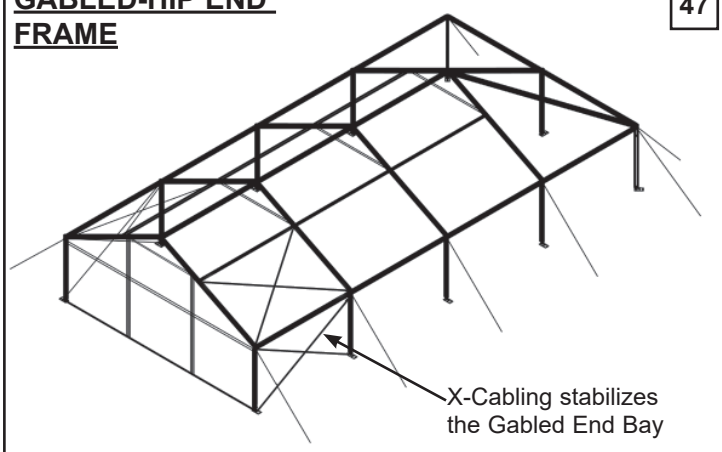
GABLED-HIP END UNITS

In the Hip-Gable construction, the hip end should be built first to provide stability to the structure. Then, using the same techniques as shown earlier, continue standing middle beams as desired.

At the final end beam, be sure to attach the Gabled End Rafter Fittings and the End Uprights themselves **before** standing the beam (see fig. 48)

Notice that all 30' wide Gabled ends require the X-cabling of the end bay (see fig. 47). Parts for the Gabled End construction are listed below. For assembly procedure, see the top of page 16. **Additionally, X-Cabled bays (upright and rafter x-cables) are required such that there are no more than 6 open bays between x-cabled bays or hip ends. (see fig. 58)**

GABLED-HIP END FRAME 47



COMPONENT CHART						
LABEL (LETTER ON DWG)	PARTS FOR 30' HIP-GABLED OR GABLED-GABLED UNITS (GABLED COMPONENTS IN ITALICS) COMPONENT DESCRIPTION	POSITION CODE	ID CODE	PART #	PER 30' GBL END KIT (#1358)	PER 10' EXTENSION MID KIT (#1356)
	TOP EXTRUSIONS WITH CHANNELS:					
E-15	EAVE - 15'			8004410	0	2
RG-15	RIDGE W/ HOOKS - 15'			8004415	0	1
R-30	RAFTER 30'	WHITE BRACE HOLE		8004440	0	2
EE-10	GABLED END MID EAVE - 10'			8004475	1	0
EW-10	GABLED END WING EAVE - 10'			8004460	2	0
GU *	GABLED END UPRIGHT W/ TOP FITTING			8004465	2	0
	PURLINS AND BRACES:					
P-10	PURLIN, 10' [For 30' Clearspans & Reduced Bays only]			80410	0	[2]
P-15	PURLIN, 15'			80420	0	2
RB	RIDGE BRACE			3580660	0	1
GRB	*GABLED END RIDGE BRACE*			3580662	1	0
	UPRIGHTS:					
U-8	UPRIGHT - 8'			8004450	0	2
	WELDMENTS, FITTINGS & PLATES:					
BA	BASEPLATES, ADJUSTABLE, 2-HOLED			8004505	0	2
BAG	BASE PLATE, GABLED END, ADJ, 2-HOLED			8004510	2	0
RW	RIDGE WELDMENTS ASSEMBLY			8004545	0	1
EW	EAVE WELDMENT W/ PINS			8004530	0	2
EWL	GABLED END WELDMENT (L)			8004535	1	0
EWR	GABLED END WELDMENT (R)			8004540	1	0
GRFL & R	GABLED END RAFTER FITTINGS [L & R]			8004470	1 PAIR	0
TP	TENSION LOCK PIN			3102865	2	2
	CABLES					
X8-15	X-CABLE, 8' UPRIGHT 15' BAY	GREEN	NAVLTCS-BAY15-U8	8004560	4	0 (unless over 6 open bays)
X9-15	X-CABLE, 9' UPRIGHT 15' BAY (FOR CS ONLY)	GREEN	NAVLTCS-BAY15-U9	8004590	[4]	0
X10-15	X-CABLE, 10' UPRIGHT 15' BAY (FOR CS ONLY)	GREEN	NAVLTCS-BAY15-U10	8004500	[4]	0
XR-15	X-CABLE, RAFTER, 15' BAY	BLUE	NAVLT-BAY15	8004570	4	0 (unless over 6 open bays)

* The top fitting on the GU must be slid out of the upright so it is pinned in the second hole.

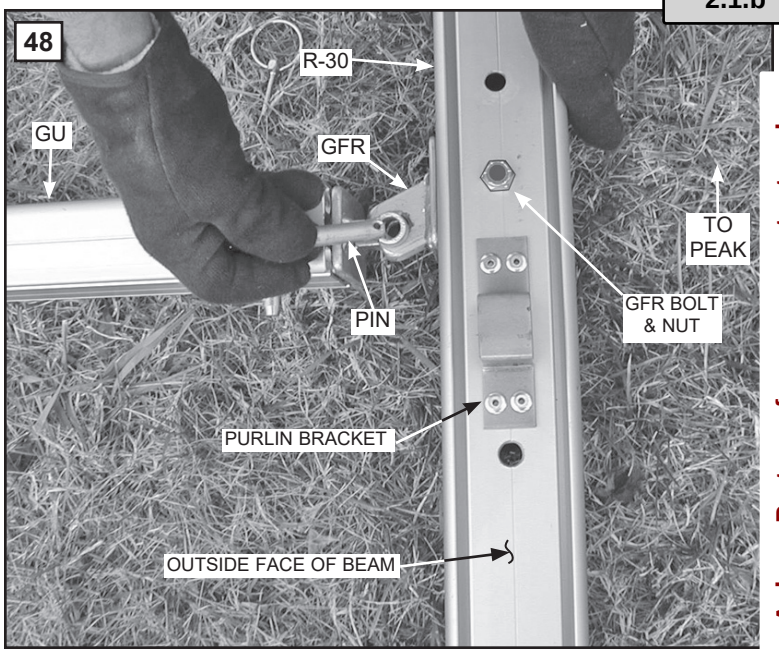
Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

Gabled End Frames

If you plan to use the gabled end frame on either end of the unit, it will be easier to install the Gabled End Uprights (GU) and the Gabled End Rafter Fittings (GFL and GFR) while that end beam is still on the ground. On the 30' Frame, the top fitting on the GU must be slid out of the upright so it is pinned in the second hole.

Notice that the Rafter Fittings (GFL and GFR) lap the beam and bolt through the beam side-to-side (on the under side of the beam in the photo to the right). Be sure to bolt the fittings thru the side of the end beam that faces the "inside" of the structure. This prevents interference with the Gabled End Fabric Panels which will feed into the lower channels of the end beam facing the "outside" of the structure. In fig. 48, we are viewing the "outside" facing of the beam.

Caution: If you will be using Gabled Ends on both ends of your unit, please refer to the section on Frame safety for Gabled Ends on page 17.

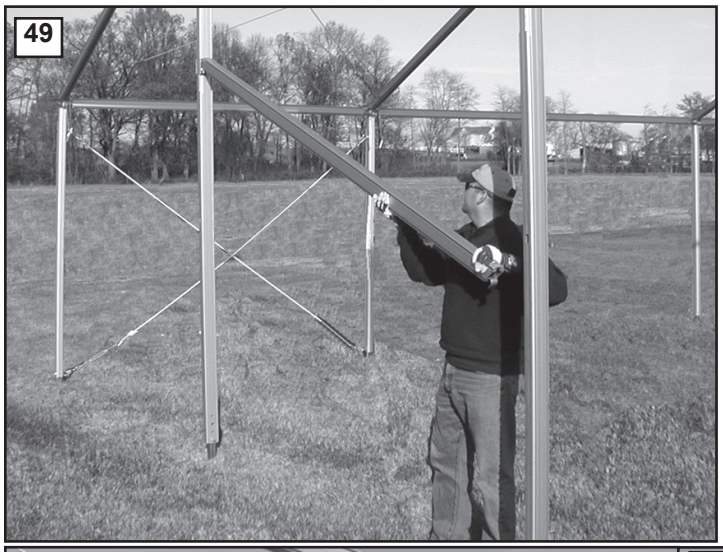


Gabled End Frame Assembly

If the End Uprights were not installed while the end beam was on the ground, they will have to be installed from a ladder. (See fig. 48 for correct installation of the End Rafter Fittings).

Next, drop in the curved, hook end of the end mid-eave bar on an end upright bracket (fig. 49). Then, using the eave bar cradle, drop in the angled end on the other upright (fig. 50).

Install the hooked bar connector of the endwing eave bar into the corner upright bracket (fig. 51). Then, drop in the angled end on the remaining bracket of the end upright (fig. 52). Repeat this process for the opposite end wing eave bar, then stake down the uprights.



Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

Installation of Gabled End Fabric Panels

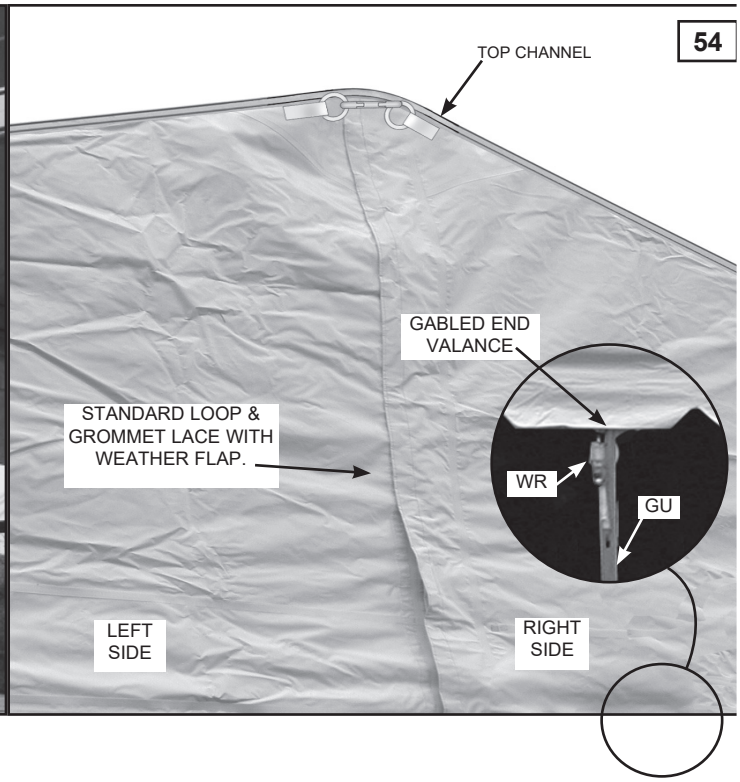
To install the gabled end fabric, first insert one of the wheeled panel guides and bracket on the end beam with the wheels facing out. Insert the fabric kedar of one half the end into the upper channel and use the push pole to slide the half panel to the peak (fig. 53).

Repeat this from the other side of the structure. Then join the two half panels at the peak using the carabiner to fasten the rings and lace down the center line using a standard loop and grommet tent lacing pattern.

Attach the web ratchet to the triangular metal ring and to the tension hole in the end upright and ratchet into tension (fig. 54).

53

54



UNITS WITH 2 GABLED ENDS - FRAME SAFETY

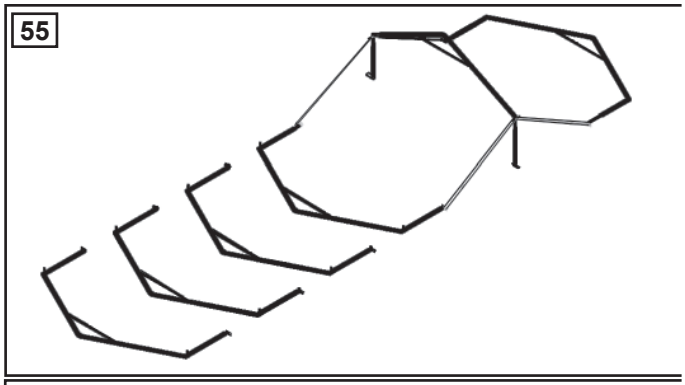
A structure with (2) Gabled Ends lacks the initial stability normally provided by the hip end frame during installation of the first middle beams. To compensate for this, we have provided Installation Safety Guys to stabilize the first standing beam until additional beams are connected.(see fig. 55)

Notice that the first beam raised is actually the second beam of the frame system (fig. 55). In this way, the first beam raised can be safely guyed to the base plates of the adjacent beams on each side.

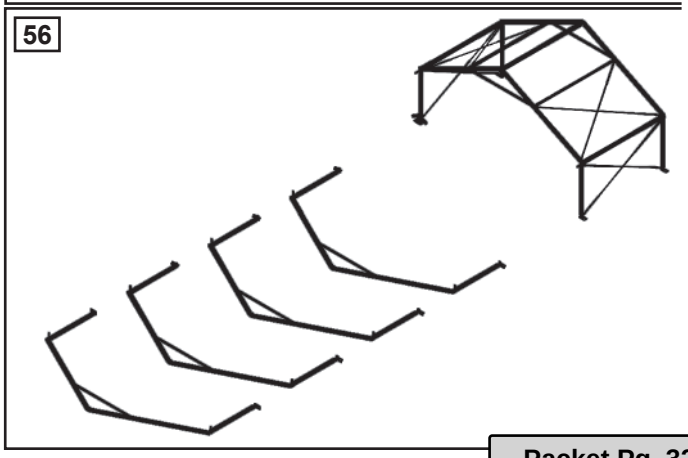
Next, the first beam of the layout is raised and joined to the second (fig. 56).

When X-cabling has been installed in this first bay (see fig. 56), the structure is secure for standing the remaining beams in the same way previously shown for standing middle beams (fig. 57).

55



56



Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

Caution: While standing beams, be sure to "foot" the baseplate so that the beam does not slide out from under the workers pushing it up.

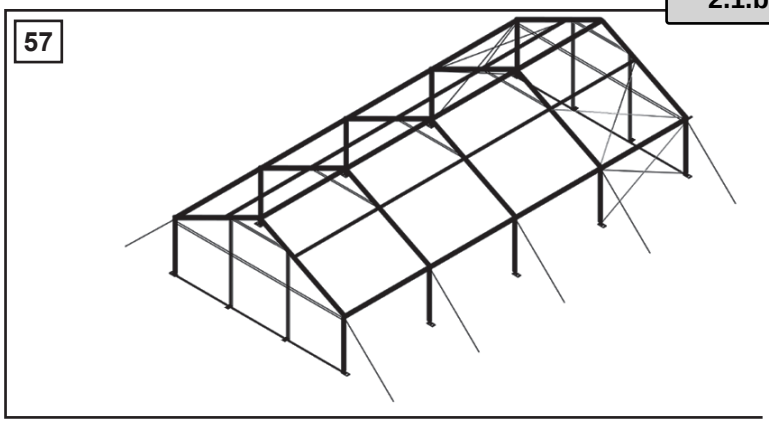
After the first bay has been X-cabled, the installation safety guys can be removed.

Gabled Ends are installed in the same way as the Hip-Gabled units described above.

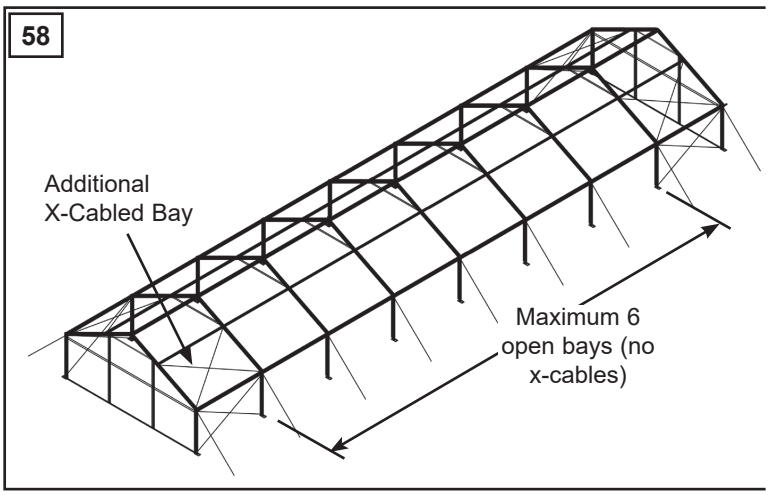
As before, be sure to guy out the frame before installing fabric.

Note: To meet design loads, **X-Cabled bays (upright and rafter x-cables) shall be added such that there are no more than 6 open bays between x-cabled bays or hip ends.** (see fig. 58)

57

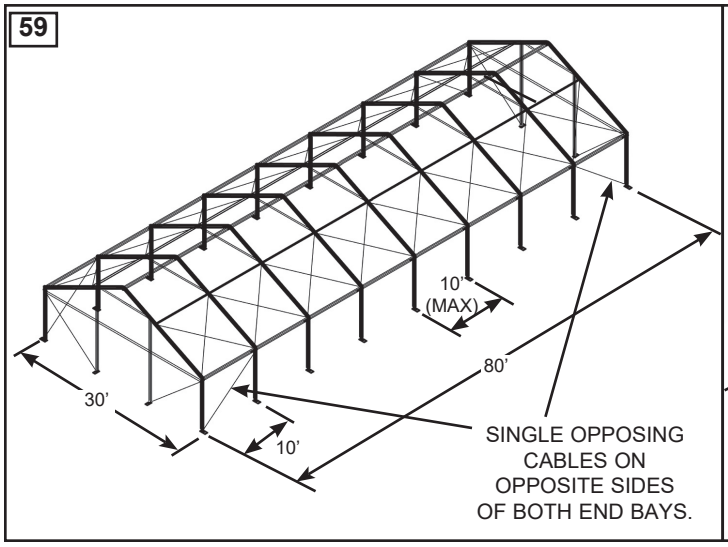


58



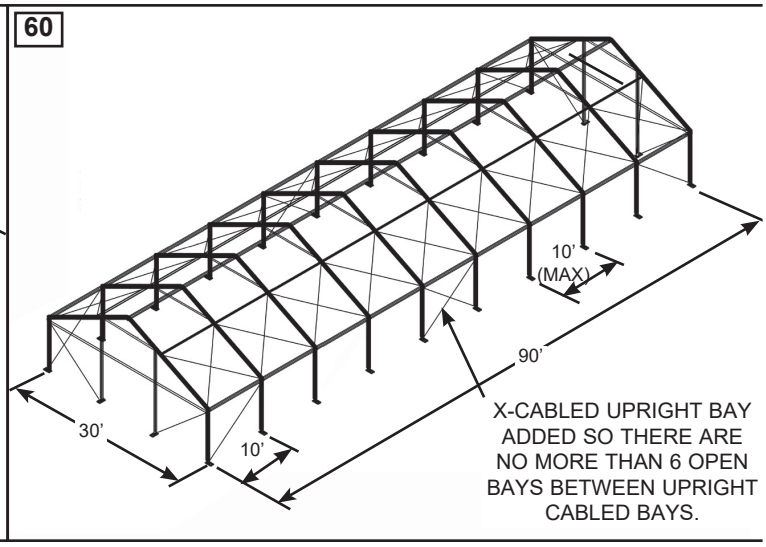
APPENDIX #2
30' NAVI-TRAC LT CLEARSPAN

59



CLEARSPANS UP TO 6 OPEN BAYS

60



CLEARSPANS EXCEEDING 6 OPEN BAYS BETWEEN UPRIGHT CABLED BAYS.

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

ASSEMBLY OF 30’ NAVI-TRAC CLEARSPAN (CS) UNITS

NAVI-TRAC LT Clearspan (CS) units are installed with the same procedure as the Gabled-Gabled End style previously described, except the bay spacing is a maximum of 10 ft. The 30 ft clearspan is not available in the hip-end configuration. Also, the baseplates are hinged, allowing the beams to be pivoted to vertical. For this reason, the Clearspan footprint can be laid out ahead of time, with baseplates positioned and anchored to the ground. The 30’ Clearspan units differ from the LT (Lite) unit in the following important ways:

1. The 30’ Clearspan units have no external guy webs.

2. The 30’ Clearspan units are laid out with 10’ maximum bay spacing.

3. **All** 30’ Clearspan bays are X-cabled in the lower roof area above the eave.

4. The wing area of the Gabled End frame is cabled with single opposing cables on each side of the end, as shown above.

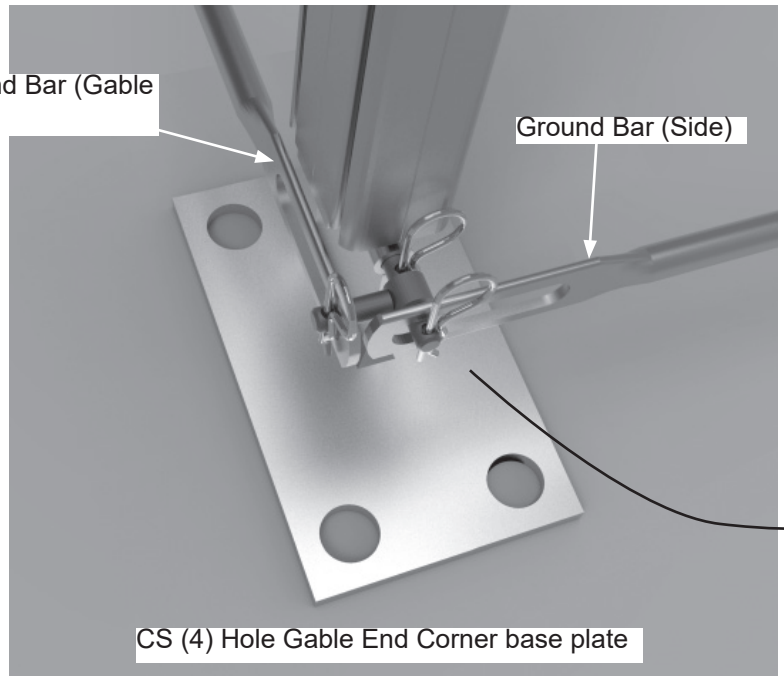
5. The baseplates of all uprights (legs) are hinged (see parts # BH & BHG on page 4), so that the beam can be pivoted to vertical **after** the baseplate has been secured to the ground or to appropriate footings. The baseplates have (4) holes for staking or other anchoring.

6. Uprights are non-adjustable and have a maximum eave height of 8’-0”.

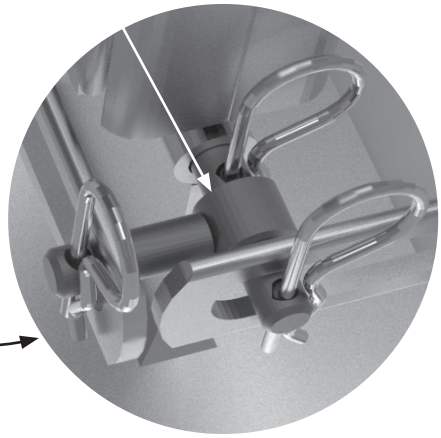
The Gabled End technique of standing the second beam of the unit first and stabilizing it with safety guys should still be used in installing the Clearspan units in order to provide a safe procedure in the initial stages of assembly before the first bay is stabilized.

NOTE: (2) 1” x 30” steel stakes are provided for each baseplate. The actual loading may require additional stakes or other anchoring methods to properly meet the loads defined on the blue print or the summary of engineering analysis. It is the customer’s responsibility to insure that proper anchoring is used to meet the required loads.

To Attach Ground Bars At Gable End Corner of CS NT-LT



Gable end ground bar pin fits onto end of L-pin for attachment of Gable end ground bar.



Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

ANCHOR® INDUSTRIES INC.
EVANSVILLE, INDIANA

PHONE NUMBER
812 · 867 · 2421

FAX NUMBER
812 · 867 · 1429

Anchor products are of superior design and operate best within the parameters of these instructions. It is imperative that the instructions be carefully read and **COMPLETELY FOLLOWED**. Please read installation instructions before the installation or removal of this product. Installation instructions are available online at www.anchorinc.com or by calling 1-800-544-4445.

WARNING

1. For each installation, the installer is solely responsible for evaluating the site and the proper securing method determined. Some soils require different staking or securing than that provided with the tent. Due to this variety of soil conditions, these are the manufacturer's suggested sequence of installation procedures. Anchor's responsibility is limited to the manufacture of the tent parts and materials. We are not responsible for methods that installers may choose to erect and secure the tent to the ground.

2. The number of stakes suggested in the installation instructions do not necessarily meet all or any relevant codes on the site of the tent installation. The number of stakes suggested **will, in many cases, keep the tent erected,** however, due to various soil conditions; these stakes will be insufficient **to keep the tent secure in high winds**. It is the tent installer's responsibility, not the manufacturer, to determine the appropriate number of stakes to meet the necessary wind loads on the site. Regardless of the number of stakes we suggest, we make no representation or warranty as to whether this specific number of stakes will meet the local tent code. Anchor does not, nor can it make any suggestions, representation, or warranties about the adequate staking required at each specific installation site. Staking information provided in the installation instructions **is not a suggestion about what is necessary to meet a site-specific load.**

   For additional important information, consult: "The IFAI Procedural Handbook For the Safe Installation and Maintenance of Tentage" and the IFAI Pocket Guide "Pullout Capacity of Tent Stakes", both available from the IFAI Tent Rental Division on their website (www.ifai.com).

   3. Inasmuch as the weather is unpredictable, good judgment and common sense must be incorporated within installation guidelines. It is the responsibility of the tent installer/maintainer to determine the severity of the weather, proper time and method of installation and/or erection and disassembly. **Note: We recommend that snow and ice be removed from the tent surface as soon as possible because accumulation will damage the tent or fabric structure. Please consult with our Engineering Department about the maximum loads for each product.**

   This product has been manufactured for use as a temporary structure. For the safety of all occupants, evacuation is recommended if threatening weather occurs, or if there is any doubt concerning the safe use of this product.

4. Proper safety equipment should be used at all times to insure a safe installation and take down. We suggest a careful evaluation be made to determine safety equipment needed, such as hard hats, steel-toe shoes, safety glasses and other as required. It is our desire that all installations are safe. Please be aware of hidden dangers both underground, i.e., gas lines, water lines, electrical lines, etc. and above the tent such as power lines and telephone lines.

5. Anchor stands behind its products in accordance with its standard Terms and Conditions of sale. A copy of our Terms and Conditions of Sale can be obtained by contacting Anchor at the telephone number and/or address on this document.

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

EXHIBIT F

SPERRY TENTS
NEW JERSEY

January 1, 2022

Winter Tent Snow Load Response Policy

To Whom it May Concern;

Sperry Tents New Jersey will continuously monitor weather patterns, and snow/sleet forecasts, during all winter months. If snow/sleet is forecasted for accumulations over two inches, Sperry Tents NJ will dispatch crews to clear tents of these precipitation accumulations, during the times this precipitation occurs. In the event of a severe snowstorm, Sperry Tents NJ will remove tent tops, and reinstall after the storm has cleared.

Sincerely,

The Sperry Tents NJ Team

Sperry Tents New Jersey, P.O. Box 680 Belmar, NJ 07719
Phone: (732) 681-8368, Fax (732) 681-8378
Web: www.SperryTentsNJ.com, Email: info@SperryTentsNJ.com

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

ANCHOR INDUSTRIES INC.®

NAVI-TRAC SNOW LOAD INFO 2018 IBC / ASCE 7-16				
10/19/2020 MKS		-	-	-
WIDTH (FEET)	**DESCRIPTION**	**GROUND SNOW LOAD** (PSF)	**WIND SPEED** (MPH, 3 SEC GUST)	**MRI** (YEARS)
20	• GABLE END ONLY (NO SHAPED ENDS) • BAY MAXIMUM 10'-0" • EAVE HEIGHT MAXIMUM 10'-0" • GUYED • X CABLES ONLY (NO PORTAL BARS) See drawings for configuration. • KNEE BRACES, RIDGE BRACES AND INSTALLATION / CROSS CABLES REQUIRED. • MUST BE FULLY WALLED • CONTINUOUSLY HEATED & MONITORED (Must constantly maintain interior temperature of 50 °F (10 °C) or more at any point 3 ft above the floor level during winters and having either a maintenance attendant on duty at all times or a temperature alarm system to provide warning in the event of a heating failure.) • RISK CATEGORY – II • WIND EXPOSURE CATEGORY – C (will not work for B because it is a worse case for snow) Cannot be at a site where drifting from other structures, hills, trees, etc. onto the Navi-Trac is possible.	40	76	10
25		40	76	10
30		30	76	10
40		20	76	10

The following drawings are the frame models used for the above engineering calculations.

Any deviation to the above description and drawings below will require additional engineering analysis & costs to the customer to determine if the product will meet the required loads for the site. See last page of this document for information required for these cases.

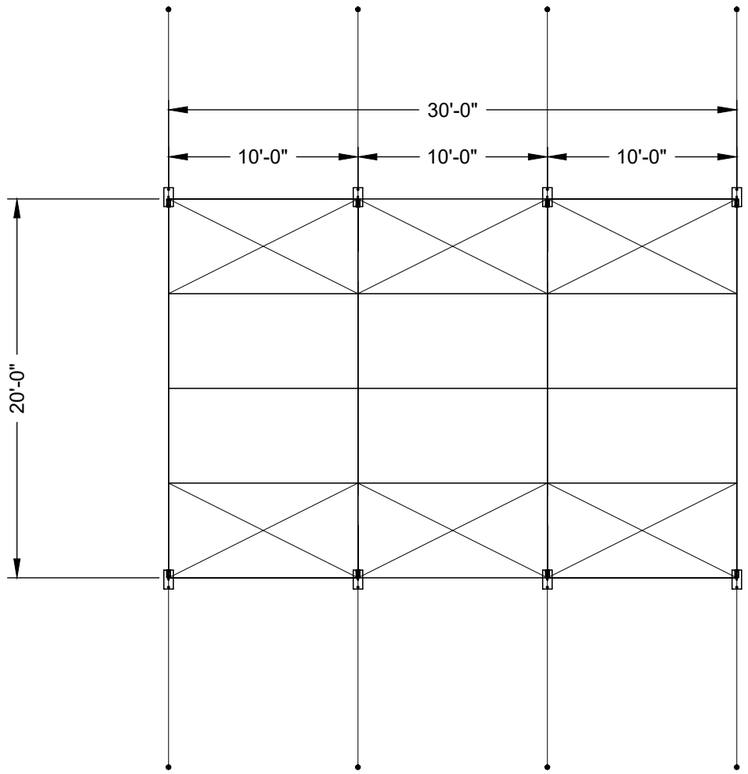
Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by

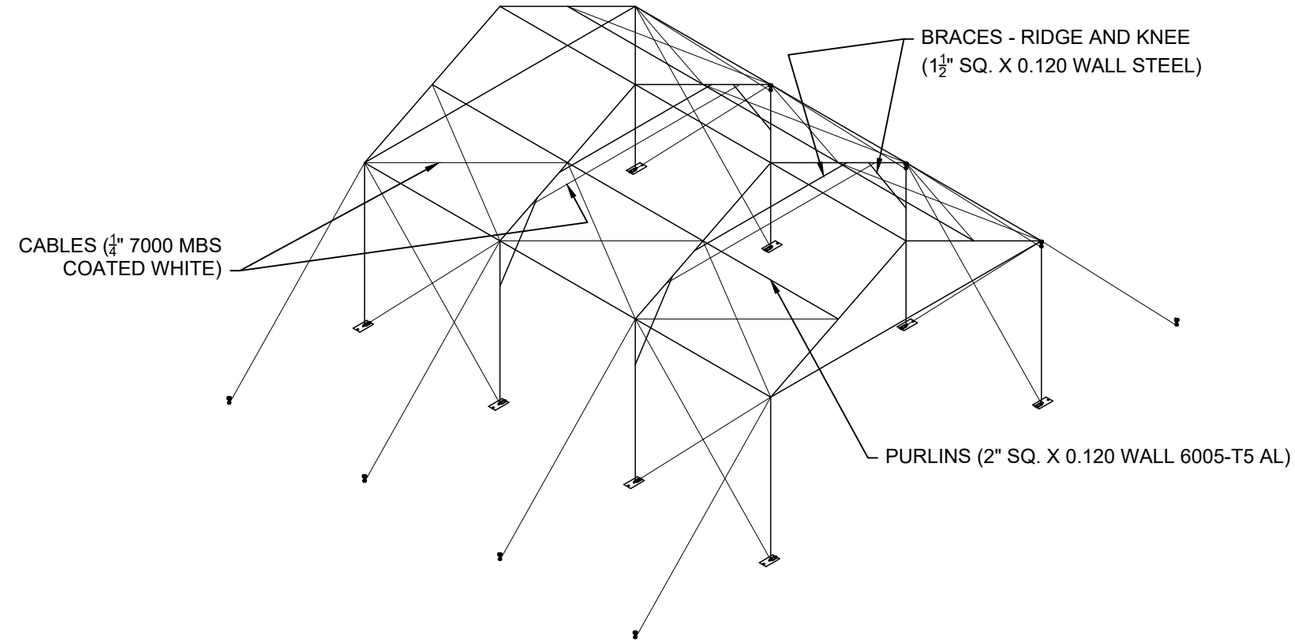
NAVI-TRAC ADD ON ITEMS FOR SNOW LOAD

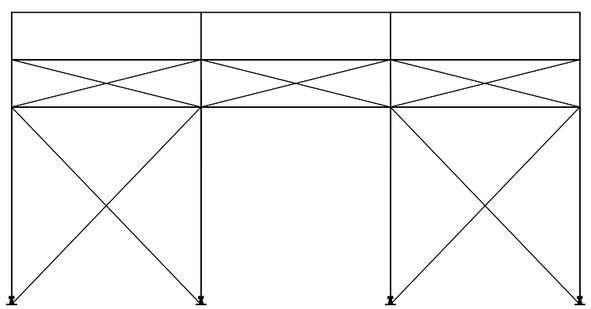
10/19/2020 MKS

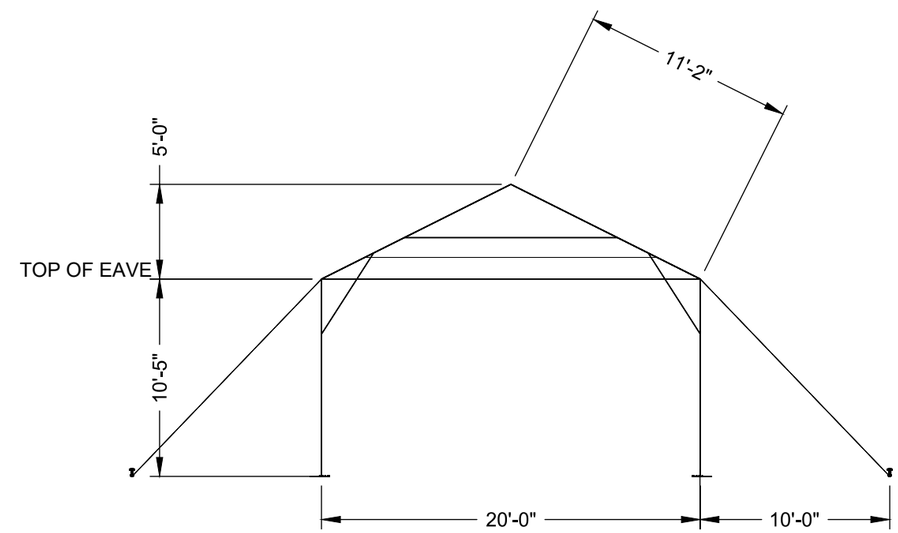
WIDTH	ITEM NO	DESCRIPTIONS	NO. REQUIRED
		RIDGE BRACE	
ALL	8004000	NAVI-TRAC RIDGE BRACE 9-6 (B3) (SET/1)	1 PER INTERIOR BEAM (RAFTER SET)
		KNEE BRACE	**ONE OF THE FOLLOWING TO RESULT IN TWO PER INTERIOR BEAM (RAFTER SET)**
ALL	8003991	NT BRACE, KNEE 5' (SET OF 1)	2 PER INTERIOR BEAM (RAFTER SET)
ALL	8003990	NT BRACE, KNEE 5' (SET OF 2)	1 PER INTERIOR BEAM (RAFTER SET)
ALL	8003980	NT BRACE, KNEE 5' (SET OF 4)	1 PER TWO INTERIOR BEAM (RAFTER SET)S
		GRAVITY PINS FOR BRACES	
ALL	8004260	NT CONTAINER #11 (GRAV PINS)	1 PER INTERIOR BEAM (RAFTER SET) CONTAINER HAS (12) PINS FOUR FOR EACH BRACE REQUIRED.
		CROSS / INSTALL CABLE	
20	80380	NAVI-TRAC CONTAINER #53 (20'W CROSS CABLE)	1 PER INTERIOR BEAM (RAFTER SET)
30	8004240	NT CONTAINER #9 (30'W CROSS CABLE)	1 PER INTERIOR BEAM (RAFTER SET)
40	8004230	NT CONTAINER #8 (40W CROSS CABLE)	1 PER INTERIOR BEAM (RAFTER SET)
		ROOF CABLES	
20	80375	NAVI-TRAC 20W RAFTER "X" CABLE KIT 10' BAY (SET/2)	2 PER BAY WITHOUT CABLES
30 40 LOWER	8004251	NT X CABLE ASBLY KIT ROOF A-10 (SET/2)	2 PER BAY WITHOUT CABLES
40 UPPER	8004252	NT X CABLE ASBLY KIT ROOF B-10 (SET/2)	2 PER BAY WITHOUT CABLES
		EYEBOLT FOR ADJACENT BAY X-CABLES	
ALL	8003802	NT SHOULDER EYE BOLT SET OF 8	ONE BOLT FOR EACH POINT TWO X-CABLE ATTACH TO THE SAME LOCATION ON EITHER SIDE OF THE RAFTER OR UPRIGHT
ALL	8003803	NT SHOULDER EYE BOLT SET OF 12	

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by









NOTES:
1. ITEMS NOT STATED ARE NAVI-TRAC EXTRUSION.
2. BASEPLATES AND WELMENTS ARE STEEL.

NAVI-TRAC 20'-0" WIDE GABLE END OPTION 1

REV A - REMOVED INFO FOR ENGINEER FOR SALES PRINT

REV	EC	DATE	BY
A	NA	10/5/2020	MKS

REVISION HISTORY

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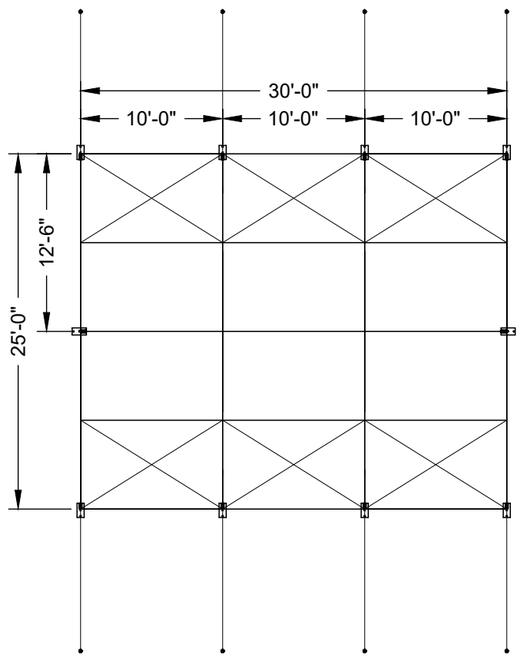
NAVI-TRAC SNOW LOAD PROJECT

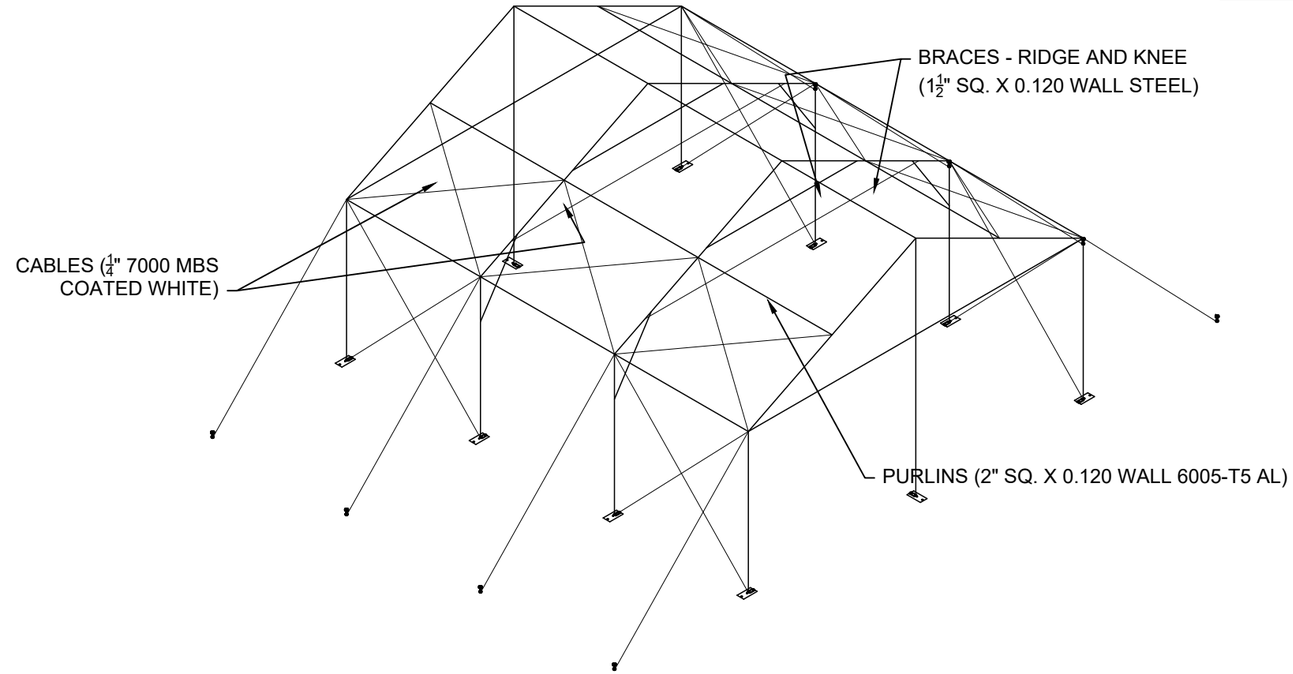
20'-0" WIDE GABLE END, 10'-0" EAVE, 10'-0" BAYS, FULL BRACES & CABLES

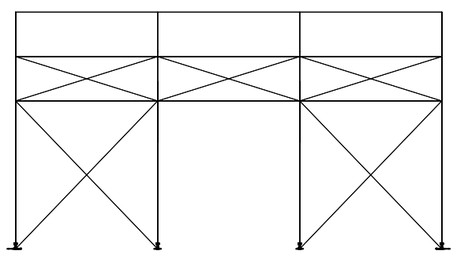
DRAWN BY: MKS
CHECKED BY:
DRAWING NO.
APPROVED BY:
EC#
DATE: 09/15/2020

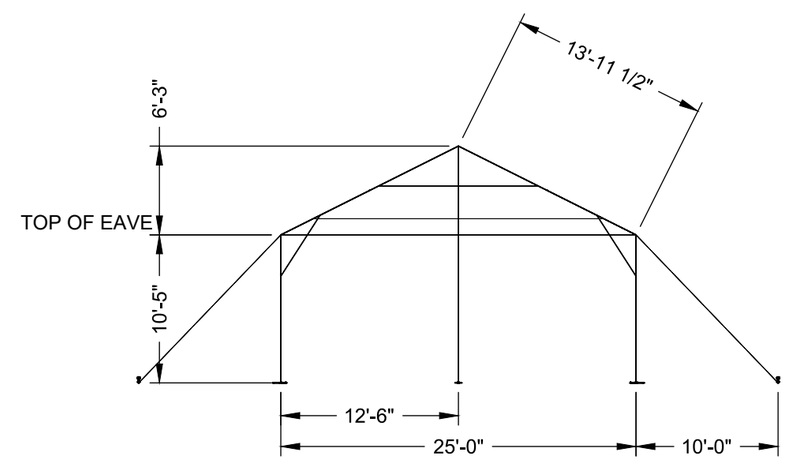
J:_WORKING\MARVIN\CERTIFICATION PROJECTS FOR STD PRODUCTS\NAVI-TRAC SNOW LOAD\20-369-X.dwg, 20-369-20-G-1, 10/5/2020 9:12:09 AM, mstraight

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and









NOTES:
1. ITEMS NOT STATED ARE NAVI-TRAC EXTRUSION.
2. BASEPLATES AND WELMENTS ARE STEEL.

NAVI-TRAC 25'-0" WIDE GABLE END OPTION 1

REV A - REMOVED INFO FOR ENGINEER FOR SALES PRINT

REV	EC	DATE	BY
A		10/5/2020	MKS

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NAVI-TRAC SNOW LOAD PROJECT

25'-0" WIDE GABLE END, 10'-0" EAVE, 10'-0" BAYS, FULL BRACES & CABLES

DRAWN BY: MKS
CHECKED BY:
DRAWING NO.
APPROVED BY:
EC#
DATE: 09/15/2020

J:_WORKING\MARVIN\CERTIFICATION PROJECTS FOR STD PRODUCTS\NAVI-TRAC SNOW LOAD\20-369-X.dwg, 20-369-25-G-1, 10/5/2020 9:12:10 AM, mstraight

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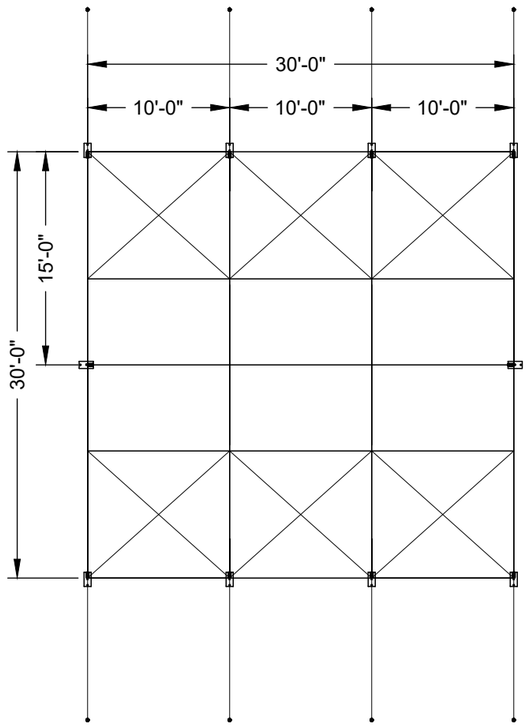

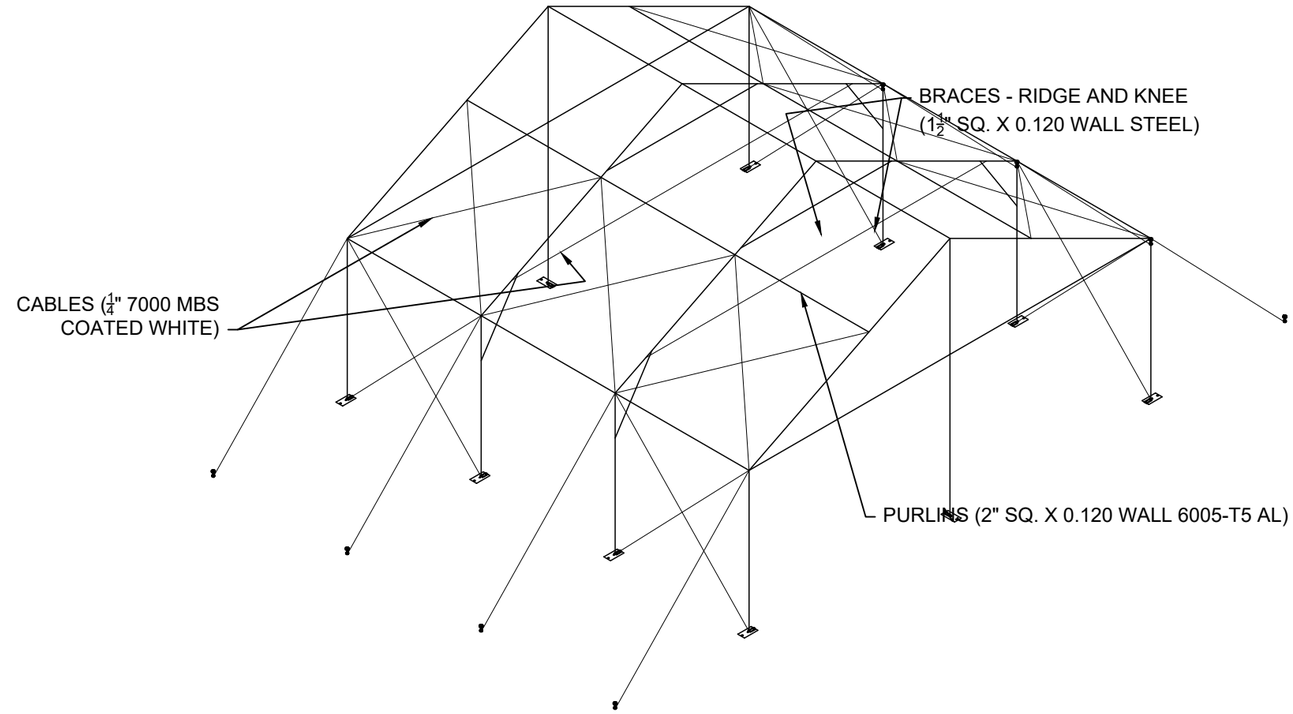

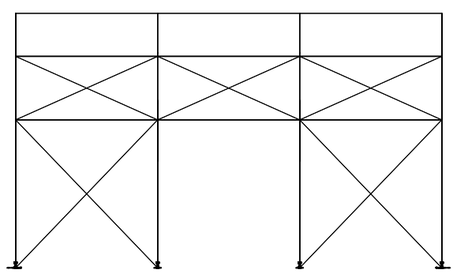

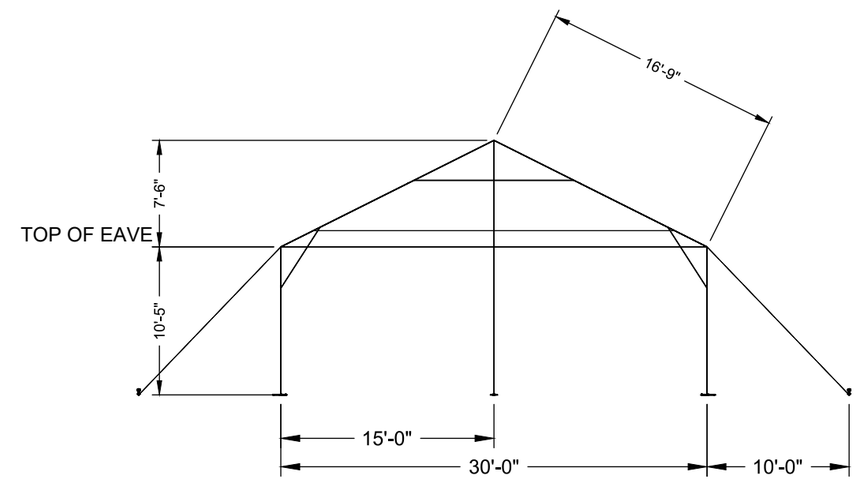

NOTES:
1. ITEMS NOT STATED ARE NAVI-TRAC EXTRUSION.
2. BASEPLATES AND WELMENTS ARE STEEL.

NAVI-TRAC 30'-0" WIDE GABLE END OPTION 1

REV A - REMOVED INFO FOR ENGINEER FOR SALES PRINT

REV	EC	DATE	BY
A		10/5/2020	MKS

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NAVI-TRAC SNOW LOAD PROJECT

30'-0" WIDE GABLE END, 10'-0" EAVE, 10'-0" BAYS, FULL BRACES & CABLES

DRAWN BY: MKS	CHECKED BY:	DRAWING NO.
APPROVED BY:	EC# / DATE: 09/15/2020	20-369-30-G-1

J:_WORKING\MARVIN\CERTIFICATION PROJECTS FOR STD PRODUCTS\NAVI-TRAC SNOW LOAD\20-369-X.dwg, 20-369-30-G-1, 10/5/2020 9:12:11 AM, mstraight

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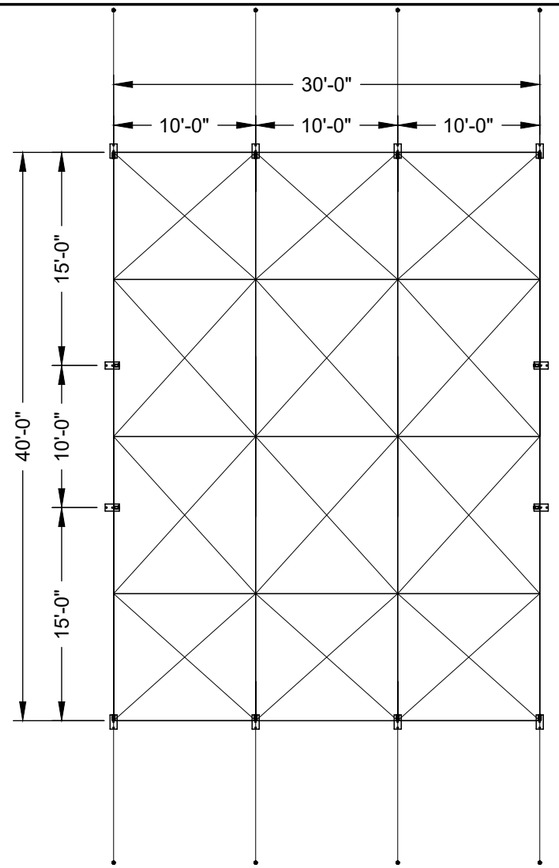

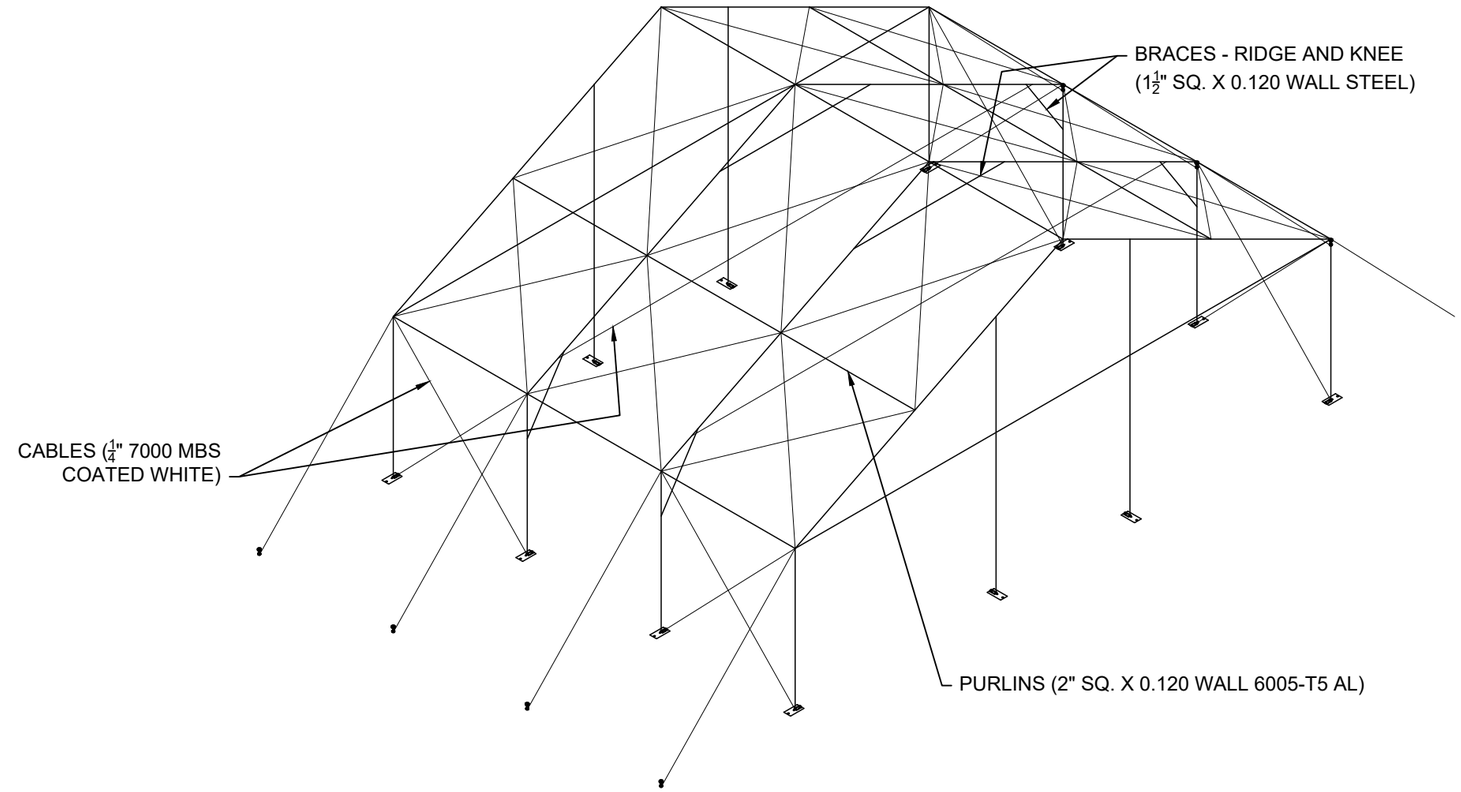

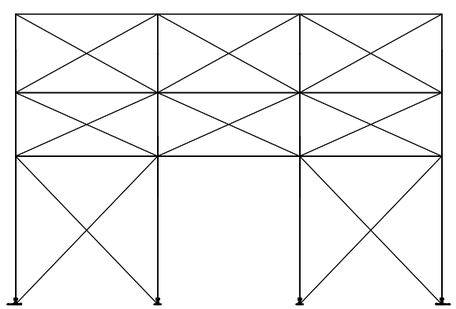

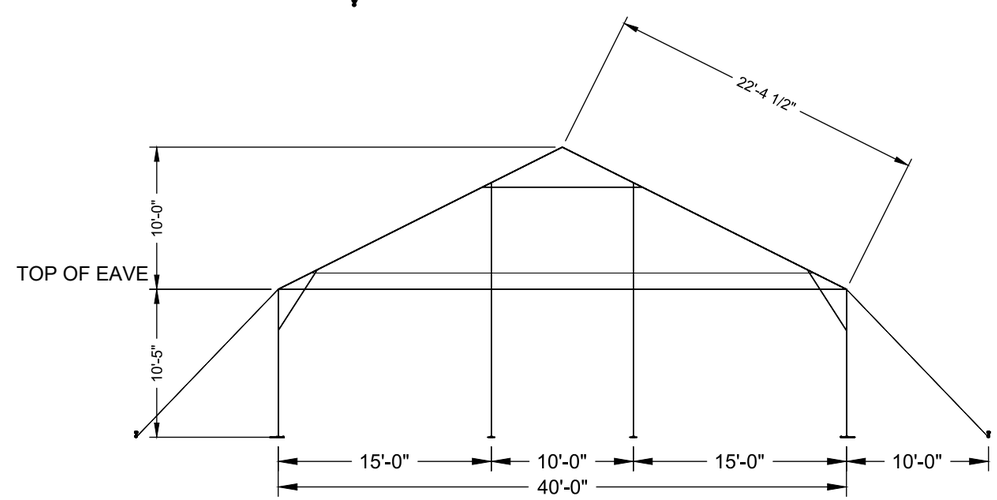

NOTES:
1. ITEMS NOT STATED ARE NAVI-TRAC EXTRUSION.
2. BASEPLATES AND WELMENTS ARE STEEL.

NAVI-TRAC 40'-0" WIDE
GABLE END
OPTION 1

REV A - REMOVED INFO FOR ENGINEER FOR SALES PRINT AND CORRECTED ROOF CABLES.

REV	EC	DATE	BY
A		10/5/2020	MKS

REVISION HISTORY

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NAVI-TRAC SNOW LOAD PROJECT

40'-0" WIDE GABLE END, 10'-0" EAVE, 10'-0" BAYS, FULL BRACES & CABLES

DRAWN BY: MKS
CHECKED BY:
DRAWING NO.
APPROVED BY:
EC#
DATE: 09/15/2020

J:_WORKING\MARVIN\CERTIFICATION PROJECTS FOR STD PRODUCTS\NAVI-TRAC SNOW LOAD\20-369-X.dwg, 20-369-40-G-1, 10/5/2020 9:12:11 AM, mstraight

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

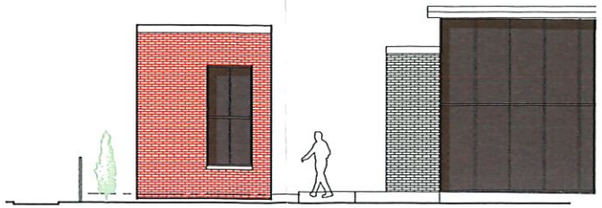
INFORMATION REQUIRED FOR ENGINEERING ANALYSIS TO DETERMINE SNOW LOADING CAPABILITIES FOR - NAVI-TRAC, VENUE, VENUE BODEGA, EVENT, & EXPO (OTHERS TO BE DETERMINED BY ENGINEERING)
THIS REQUIRES ADDITIONAL COSTS TO THE CUSTOMER

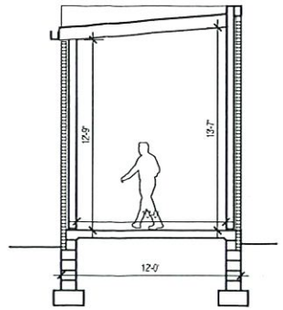
	09/30/2020 MKS	
ITEM NO.	**DESCRIPTION**	**INFORMATION**
1	CUSTOMER NAME	
2	SITE ADDRESS	
3	BUILDING CODE REQUIRED FOR SITE? IBC 2018, 2015, 2012; STATE OR MUNICIPALITY	
4	GROUND SNOW LOAD REQUIRED BY CODE?	
5	WIND EXPOSURE OR TERRAIN (B, C OR D) B is defined as “urban and suburban areas, wooded areas, or other terrain with numerous, closely spaced obstructions having the size of single-family dwellings or larger”. C is defined as “open terrain with scattered obstructions having heights less than 30 feet. D is defined as “flat, unobstructed areas and water surfaces. This category includes smooth mud flats, salt flats, and unbroken ice”.	
6	WILL SNOW DRIFT ONTO THE ANCHOR SUPPLIED TENT FROM OTHER STRUCTURES, HILLS, TREES, ETC.?	
7	IS TENT INSTALLED ON GROUND LEVEL? IF NOT AT WHAT ELEVATION ARE THE BASE PLATES?	
8	WILL THE TENT BE INSTALLED MORE THAN 180 DAYS?	
9	OCCUPANCY / RISK CATAGORY (I,II, II OR IV) I Buildings and other structures that represent low risk to human life in the event of failure II All buildings and other structures except those listed in Risk Categories I, III, and IV III Buildings and other structures, the failure of which could pose a substantial risk to human life IV Buildings and other structures designated as essential facilities	
10	ANY HANGING LOADS (ANYTHING TO BE HUNG FROM THE FRAME)? DISCRIBE WITH WEIGHTS.	
11	IS THE ANCHOR SUPPLIED TENT FULLY WALLED (FULLY ENCLOSED)?	
12	IS THE ANCHOR SUPPLIED TENT NOT WALLED (COMPLETELY OPEN WITH GABLE & MID PANELS ONLY)?	
13	FOR PARTIALLY ENCLOSED SUBMITT A SKETCH OF WHERE ALL OPENINGS ARE LOCATED AND THEIR SIZE FOR EACH SIDE OF THE TENT, INCLUDING DOORS.	
14	CONTINUOUSLY HEATED? MUST HAVE SOMEONE ON SITE TO MONITOR OR ALARM SYSTEM. (Must constantly maintain interior temperature of 50 °F (10 °C) or more at any point 3 ft above the floor level during winters and having either a maintenance attendant on duty at all times or a temperature alarm system to provide warning in the event of a heating failure.)	
15	WILL THERE BE PERSONNEL ON SITE TO REMOVE SNOW (MUST BE 24/7 DURING SNOW PERIODS)?	
16	ANCHOR PRODUCT REQUESTED	
17	1ST END GABLE, HIP OR HEX / OCTAGON / APES	
18	2ND END GABLE, HIP OR HEX / OCTAGON / APES	
19	WIDTH	
20	LENGTH	
21	NO. OF MID BAYS (NAVI-TRAC IS MAX. 10'-0" BAYS, STRUCTURES IS MAX. 5M BAYS)	
22	SIZE OF MID BAYS IN SEQUENCE FROM 1ST END TO 2ND END (IF ALL THE SAME SHOW ONLY ONE)	
23	NAVI-TRACS MUST BE GUYED (NO CLEAR SPAN)	
24	NAVI-TRACS NO PORTAL BARS ALLOWED	

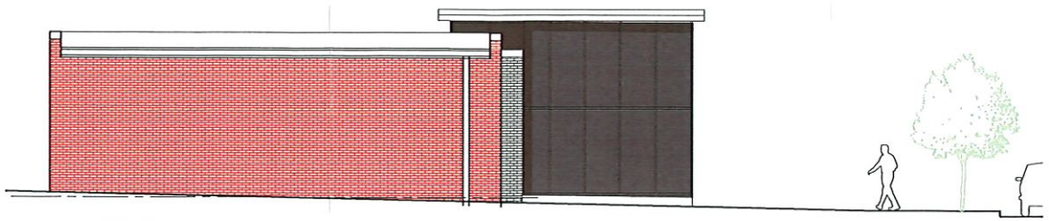
Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by

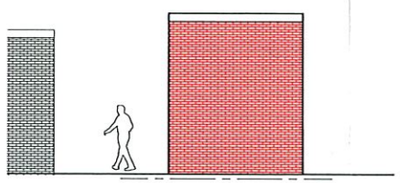
EXHIBIT G

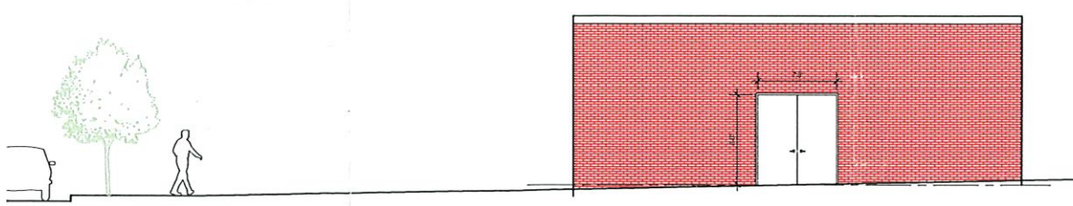
Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by Asbury Partners for accessory tent and

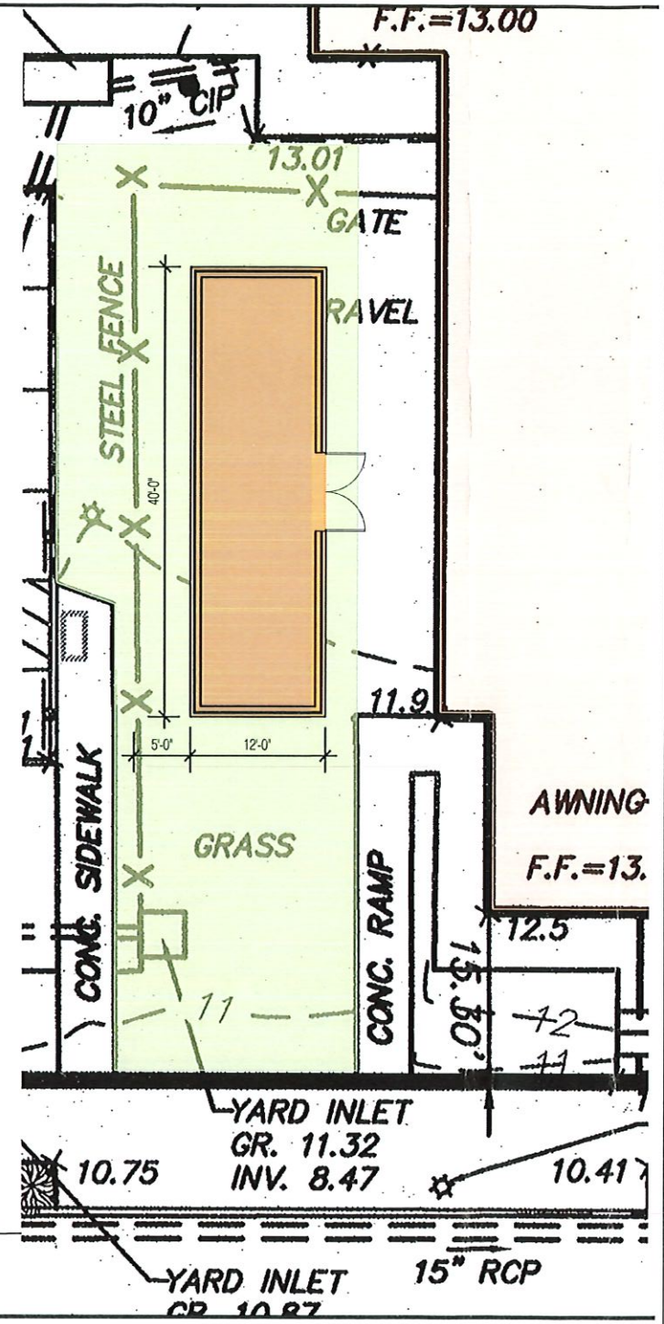












1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

PROJECT:
THE ASBURY HOTEL
STORAGE

PROJECT LOCATION:
BLOCK- 4104 | LOT -13
210 5TH AVE
ASBURY PARK, NJ

ARCHITECT:
MISTRY DESIGN

NJ CERTIFICATE OF AUTHORIZATION NO: 21AC00079600

CONSULTANT:

PROGRESS

ISSUES AND REVISIONS

No.	Date	Issues and Revisions	By	Check
1.	03.23.22	FOR REVIEW	-	YM

REGISTRATION & SIGNATURE:
YOGESH MISTRY NJ LICENSE NO: 21AI01456400

PROJECT NUMBER:
1884-1

DRAWING DESCRIPTION:
PLANS & ELEVATIONS

REF. NORTH

A2.01

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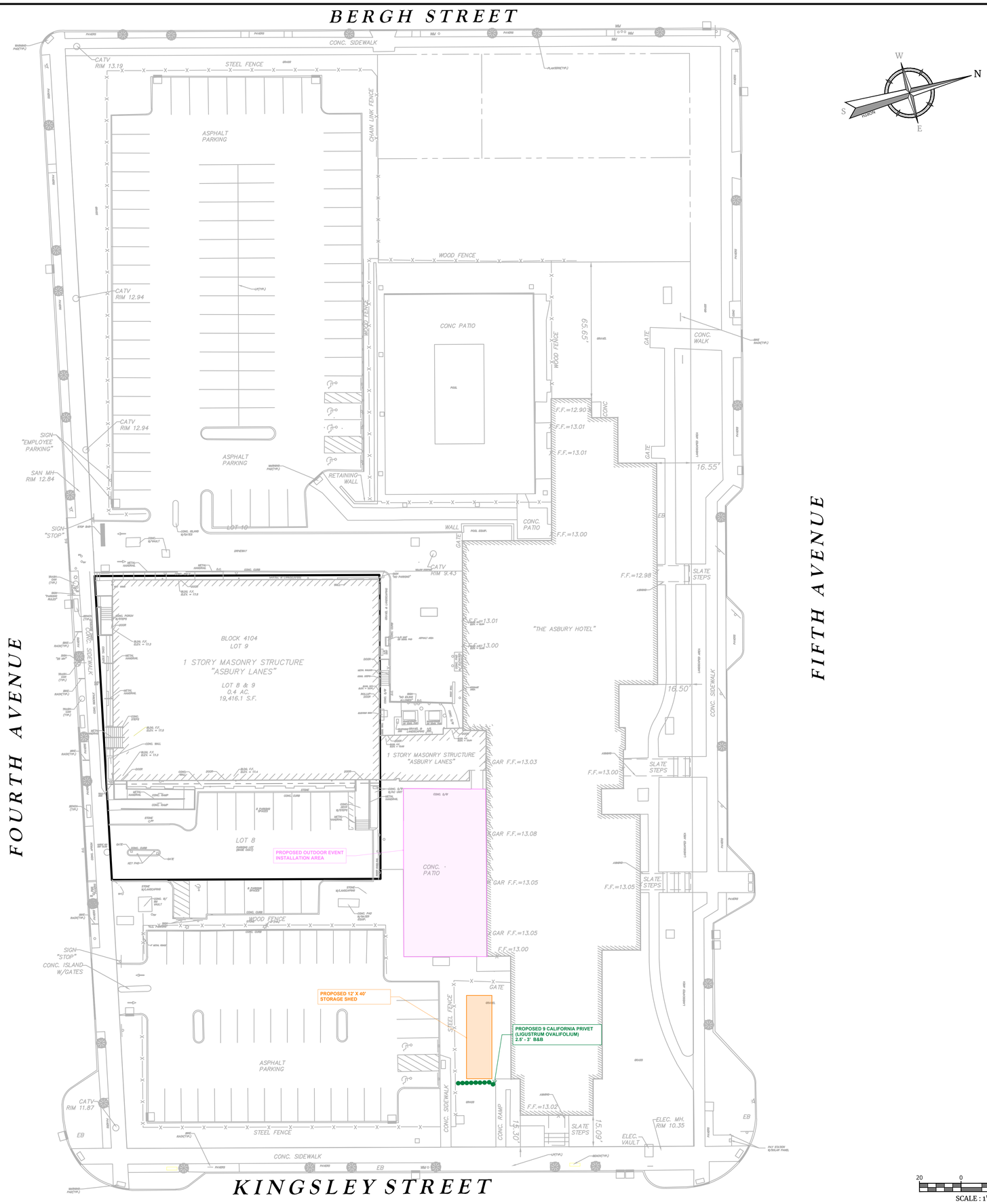
Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-63 : Presentation by



SCALE : 1" = 20'

NOTE: DO NOT SCALE DRAWINGS FOR CO

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FOR STATE SPECIFIC DIRECT PHONE NUMBERS VISIT: WWW.CALL811.COM

REV	DATE	DRAWN BY	DESCRIPTION

REV	DATE	DRAWN BY	DESCRIPTION

EXHIBIT

FOR

ASBURY PARK REDEVELOPMENT PROJECTS

BLOCK 4104
LOTS 8 & 9,13

CITY OF ASBURY PARK
MONMOUTH COUNTY
NEW JERSEY

Colliers Engineering & Design
RED BANK (Headquarters)
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
Phone: 732.383.1950
COLLIERS ENGINEERING & DESIGN, INC. DOING BUSINESS AS MASER CONSULTING

SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	10/28/22	RJC	XXX
PROJECT NUMBER: 13000604A		DRAWING NAME: C-TENT-EXBT	

SHEET TITLE:
TENT & STORAGE EXHIBIT

SHEET NUMBER:
1 of 1

Attachment: The Asbury - Event Tent and Shed Photos Plans and Specs (2022-53 : Presentation by Asbury Partners for accessory tent and shed to be added to the Asbury Hotel)

CITY OF ASBURY PARK PLANNING BOARD

PROJECT DESCRIPTION

THE ASBURY HOTEL APPLICATION FOR APPROVAL OF TEMPORARY TENT STRUCTURE AND STORAGE SHED

210 5th Ave. Venture Urban Renewal, LLC (the "Applicant") seeks Amended Final Site Plan Approval in connection with proposed improvements to the property located at 200-210 Fifth Avenue and designated as Block 4104, Lot 13 (f/k/a Lots 3-7, 10 and 11) on the Tax Maps of the City of Asbury Park (the "Property"). The Property is located within the Prime Renewal Area of the Waterfront Redevelopment Area and zoning for the Property is governed by the Waterfront Redevelopment Plan (the "WRP").

The Property is developed with a boutique hotel containing 110-rooms and related amenities, which is known as The Asbury Hotel. The Asbury Hotel was constructed pursuant to approvals previously granted by the City of Asbury Park Planning Board, as memorialized in resolutions of approval adopted by the Planning Board on November 10, 2014, March 21, 2016, and March 27, 2017. Since its opening, The Asbury has been a popular venue for weddings, corporate meetings, and other community events occurring within the City, including art and craft shows.

The Applicant is seeking Amended Final Site Plan Approval to permit the erection of a temporary tent structure within the outdoor patio area of the Property in connection with events to be held at The Asbury throughout the year. The Applicant requests approval to install and maintain a temporary tent structure on the Property on an as needed basis without a limitation on the number of events. As depicted on the tent layout plans included with the subject application, the Applicant also seeks approval to allow the size and specific location of the tent structure to vary depending upon the nature and expected number of attendees of upcoming events.

While not a permanent structure, the Applicant seeks approval to maintain the temporary tent structure on the Property for the entirety of the year. Toward that end, the Applicant has included with this application, specifications relating to the proposed tents to be utilized during the Spring, Summer and Fall Months (April 2nd – October 31st) as well as information pertaining to the winterized tent structure to be utilized during the Winter Months (November 1st – April 1st).

With respect to events during the Winter Months, the Applicant proposes that the tent be erected and removed for each event at which the tent is proposed to be used and would not be utilized during significant snow events. Toward that end, during the winter months, The Asbury's tent vendor, Sperry Tents NJ, LLC, would continuously monitor weather patterns, and snow/sleet forecasts. Where snow/sleet is forecasted for accumulations over two inches, the vendor would dispatch crews to clear tents of the precipitation accumulations during the times the precipitation occurs. Where there is a severe snowstorm, the vendor would remove all tent tops and reinstall the same once the storm has cleared. The Applicant notes that it has utilized this policy during prior years in cooperation with the City's Construction Department.

Attachment: Project description (2022-63 : Presentation by Asbury Partners for accessory tent and shed to be added to the Asbury Hotel)

To the extent required by the City, the Applicant agrees to inspections by the City's Construction Department to confirm that the structure is in compliance with the applicable Code requirements, and would agree to remove the structure at certain times where necessary to preserve safety.

The Applicant also seeks approval to permit the erection of an approximately 480 sf accessory storage structure on the Property. The Applicant intends to utilize the storage shed for storage of tables and chairs for banquets and meetings when tent and meeting space is in use.

The Applicant respectfully submits that the proposed improvements are consistent with the objectives of the WRP, including furthering the goals of making Asbury Park a great community to live in all year round and re-creating Asbury Park as an entertainment center.

Attachment: Project description (2022-63 : Presentation by Asbury Partners for accessory tent and shed to be added to the Asbury Hotel)

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

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JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
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DONNA VIEIRO, CITY MANAGER
MELODY HARTSGROVE, RMC, CITY CLERK

Technical Review Committee

To: Municipal Council

From: Michele Alonso, PP/AICP, Director of Planning and Redevelopment on behalf of the Technical Review Committee

CC: Joseph Maraziti, Redevelopment Counsel
Michael Bruno, Counsel for Developer

Date: October 6, 2022

Re: TRC REVIEW
Somerset Asbury Park, LLC
1209 Ocean Avenue
Block 4105, Lots 1, 3, and 4

The TRC met twice on the application for the proposed project at 1209 Ocean Avenue February 22, 2022 and August 30, 2022. In attendance was Michael Sullivan, Planner; Jason Fichter, Board Engineer; Michael Nelson, Architect; Barbara Krzak, Board Chairwoman; Yvonne Clayton, Councilwoman; and staff members Cassandra Dickenson and Michele Alonso.

The site is bounded by Kingsley Street, Fourth Avenue, Fifth Avenue, Ocean Avenue and the Wonder Bar. This project includes a subdivision and lot consolidation reducing the size of the outdoor dining area of the Wonder Bar used for events, including “Yappy Hour”.

This proposed project is to construct a 160-unit multi-family residence with ground floor retail space on an 80,736 sq. ft. tract of land in the waterfront area. The proposed development includes a 270- space multi-level parking garage, indoor and outdoor recreation space, bicycle storage as well as utility, mechanical and support facilities.

The building is 130 feet- tall and 8 stories, including mezzanines that project above the top floor. Ground floor ceiling heights are 24 feet. Fiber cement panels, glazing and metal trim are the primary façade materials. Glass balconies at all levels are on all the facades. The elevator bulkhead will not be above 130 feet.

The building provides commercial frontage on Ocean Avenue and residential apartments along the street frontages that conceal an internal parking structure. Two residential towers extend above an extensive rooftop amenity space that includes a pool. Common space includes a lobby and tenant storage for beach items.

Attachment: Technical Review Committee report Somerset (3) (2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth Avenue (Block 4105,

There are a variety of unit types proposed with a wide variety of sizes, with the smallest having 705 square feet; 42 one-bedroom units, 78 two-bedroom units and 35 three-bedroom units. Most are provided with balconies or terraces. Top floor units have a mezzanine/penthouse with access to roof deck space.

The primary focus of the TRC meetings was the interpretation and vetting of the proposed building's conformance with the height regulations of the WRP. Details regarding the utilities and the stormwater system were not addressed during the TRC. Likewise, information pertaining to the building's location in the floodplain was not presented. Site/civil engineering issues were not discussed or reviewed at the TRC meetings.

Landscape design plans for the site (streetscape) or the roof decks was provided in a conceptual manner only. The plan labeled "Landscape Plan" shows street trees, but other street amenities are not shown. The details of the common and private roof deck spaces are not shown.

Conformance with the Redevelopment Plan

Design Waivers requested

The following relief is requested from the Architectural Design Guidelines of the Waterfront Redevelopment Plan:

a. Attachments – Materials. Balconies and railings shall be made of wood or metal. The building's balconies are made of metal and glass and are located in front yards.

b. Configuration - Balconies shall be visibly supported by brackets and shall not exceed 3 feet in depth. Balconies are a combination of side supported and cantilevered, are not visually supported with brackets and exceed 3 feet in depth.

c. Openings – Configuration. Windows shall be single, double, triple-hung, or operable casements. Openings shall be rectangular with a vertical or square proportion. Multiple windows in the same rough opening shall be separated by a 4-inch minimum post. The centerline of the window sash shall align within the centerline of the wall (there shall be no flush mounted windows. The plans do not specify if all the windows are operable, but it appears that there may be fixed panes in the design. Additionally, windows are flush mounted and multiple windows are not separated by a 4-inch post.

e. Muntins. Muntins shall be true divided panes or fixed on the interior and exterior surfaces. Panes shall be similar proportions, throughout the building. The plans do not specify whether windows have true divided lights.

f. Doors. Doors (except garage doors) shall be side hinged (no sliders). The plans do not specify the type of doors provided at balconies/terraces.

g. Garage Doors. Garage doors facing a frontage shall be a maximum of 9 feet wide. There are two garage doors (parking garage entrance) which combine for more than 20 feet in width and a single garage door (loading) that is approximately 12 feet wide.

h. Building Frontages. The middle of the building shall be differentiated from the base by a transition line at the top of the first, second or third floor. The transition line's specific location is determined primarily by the overall height of the building and that of the adjacent buildings. The design does not provide a transition line which differentiates the middle from the top of the residential portion of the building.

i. Building Frontages. Adequate parapets shall mask any negative impact from street level, as well as horizontally from adjacent building. The design of the buildings' parapets do not appear to fully screen roof deck facilities and activities particularly on the Kingsley Street facade.

j. Building Parts. The openings on a frontage must remain within a void-to-solid ratio of no more than 45 percent with each facade measured independently. The plans should include a calculation to verify this ratio, but it appears to not meet this requirement.

l. Building Parts - Balconies are best used as a single, continuous element at the location of the upper or lower expression lines. Multiple balconies, if required, shall be confined to the rear and side elevations. Balconies have not been implemented along expression lines and are not continuous. There are multiple, non-continuous balconies provided on the front façades of each building.

m. Building Parts - Cantilevered balconies shall be no deeper than 3 feet and shall be visibly supported by brackets. Balconies are shown as a combination of side supported and cantilevered, are not visually supported with brackets and exceed 3 feet in depth.

n. Building Parts - Under no circumstances shall the windows be installed flush with the outer surface of the facade. Windows appear to be installed flush with the outer surface of the façade.

o. Building Parts - Window sills should be provided, and lintels may be shown. The window sill should slightly overlap the width of the window opening. Window sills are not provided.

Building Height

Conformance with the maximum permitted building height requires an interpretation, as articulated within the attached report by Michael Sullivan of Clark Caton Hintz dated September 22, 2022. The issue relates to the differences in the manner in which the WRP treats maximum permitted heights for parking structures and buildings, and the practical application of the standards in light of the lack of clear guidance in the WRP. The September 27 report concludes that the interpretation by the applicant (that the building conforms to the maximum permitted height) is a reasonable interpretation. However, such an interpretation requires acceptance of certain assumptions that would be applicable to this and future applications.

The maximum permitted height of the building is eight (8) stories. There are three (3) structured parking levels above ground floor common/service areas within the interior of the block. The interior uses are "wrapped" by two (2) to eight (8) stories of commercial and residential building space at the street frontages. The applicant indicated that service or elevator penthouses will not exceed the height of the eighth floor.

In addition, the maximum permitted building heights range from three (3) stories along Ocean Avenue to eight (8) stories per the Development Control Plan. The proposed changes in building height do not align precisely with the location of building height changes diagrammed in the redevelopment plan (Development Control Plan). Such a situation was anticipated in the WRP, which provides that the Planning Board shall interpret the Development Control Plan to determine the precise location where buildings shall change height to conform to the Plan. If the Planning Board determines that this project does not conform to the locations where a building may transition from one maximum height to another, the applicant may seek relief from the Planning Board in accordance with the criteria set forth in Section 3.8.1(A)1 and N.J.S.A. 40:55D-70(c).

Minimum Lot Size

Minimum lot area developable tract area for redevelopment shall be 15,000 square feet (the "Minimum Developable Tract Area"). As part of a subdivision application, or a combined site plan and subdivision application, the Minimum Developable Tract Area, may for the purpose of facilitating a redevelopment project, be internally subdivided to create fee simple lots provided that the Minimum Developable Tract Area after the subdivision(s) comprises and functions as a fully integrated project.

This subdivision creates an undersized lot, leaving lot 10,001 square feet for Block 4105 Lot 2, the lot of the Wonder Bar. A variance from the planning board is required.

Clarke Caton Hintz
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MEMORANDUM

To: Technical Review Committee
City of Asbury Park

From: Michael Sullivan, ASLA, AICP

Re: **Building Height Conformance Analysis**
Somerset Asbury Park, LLC
1209 Ocean Avenue
Block 4105, Lots 1, 3, and 4
Waterfront Redevelopment Area / Prime Renewal Area

Date: September 27, 2022

1.0 Purpose of the Report and Project Summary

1.1 **Purpose of this Report:** A controversy regarding the degree to which this proposal complies with the building height regulations has persisted since the first iteration of the applicant's submission. There have been two Technical Review Committee (TRC) meetings (the last on August 30) and a meeting in July among the City professionals, the applicant and the applicant's professionals. During the last TRC meeting, the applicant advanced an opinion that the current proposal was in compliance with the maximum permitted height regulations. Briefly, their opinion was based on an interpretation that the Waterfront Redevelopment Plan (WRP) treats parking structures and buildings in a different manner with respect to the maximum permitted building height. This report provides an analysis of this interpretation in order for the TRC to come to a consensus as to the project's compliance with the maximum permitted building height regulations of the WRP.

The WRP is not explicit in its guidance in this regard. Furthermore, this office is unaware of any previous matters within the waterfront where a similar situation has arisen or where such an interpretation has been considered. Therefore, I cannot rely on any previous relevant findings or opinions, but have relied on the language and provisions of the WRP.

Ultimately, it is my opinion that the applicant's position with respect to building height is a reasonable interpretation of the WRP guidelines and regulations, provided that the following assumptions are used as a basis:

Attachment: 220927_Bulding Height Analysis_Somerset Asbury Park_TRC_CCH (2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth

1. Section 3.7 of the WRP for parking structures that are *"demarcated in the Waterfront Redevelopment Plan"* is applicable to any parking structure developed within the WRA.

2. Levels of parking structures are not equal to stories of buildings, in terms of determining compliance with maximum permitted building height.

3. Buildings with parking structures must comply with, both, section 3.7 *Architectural Design Guidelines* and section 3.8 *Bulk Standards* and, as such, the manner of determining whether parking structures comply with the maximum permitted building height is made through an examination of the spatial relationship between the extents of the parking structure and those of the non-parking structure component of a building.

In arriving at this opinion, I have relied on a review of the totality of the regulations and standards of the WRP and how such standards would apply, not just to the application at hand, but to any project within the WRA. I have also included a consideration of the potential for unintended consequences that could result from an interpretation aligned with the applicant's position. Additionally, I have highlighted the powers that the Planning Board and the City have that may be used to protect the City from future applications that could seek to exploit this interpretation to thwart the principles of the WRP.

1.2 **Project Summary:** The applicant proposes to construct a multifamily residential/commercial building on an 83,237 sq. ft. tract in the Prime Renewal Area of the Waterfront Redevelopment Area. The current submission consists of 155 apartments and a commercial floor area of 9,390 sf. 270 parking spaces, located within an internal parking structure. The proposal includes indoor and outdoor recreation space as well as utility, mechanical and support facilities. The site is bounded by Kingsley Street, Fourth Avenue, Fifth Avenue, Ocean Avenue and the *Wonder Bar*.

The building has double-height commercial space on the Ocean Avenue frontage, which wraps partially around onto Fourth and Fifth Avenues. Single-height and double-height residential apartments are located along the Kingsley Street, Fourth Avenue and Fifth Avenue street frontages that conceal an internal three/four-level parking structure. Common areas on the ground floor, below the first level of the

Attachment: 220927_Bulding Height Analysis_Somerset Asbury Park_TRC_CCH (2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth

parking structure, include lobby space, mechanical, utility, trash, loading and individual storage.

2.0 Building Height Regulation in the WRP

Section 3.8 *Bulk Standards* regulates building height within the Prime Renewal Area. The *Development Control Plan* specifies building heights at various "street walls" with breaks at various points. Within this section, the Planning Board is given, explicitly, the discretion to interpret the *Development Control Plan* to determine the precise location where buildings shall change height to conform to the Plan.

The *Development Control Plan* regulates building height in terms of stories[1], not feet. The avoidance of utilizing a hard cap for building height in feet was not an omission, but was consciously created in order to avoid a static expression of maximum building heights across the Prime Renewal Area as individual redevelopment projects, collectively, effectuate an overall urban design to fulfill the principles of the WRP.

The maximum permitted height of buildings for this particular block varies along each street frontage, from three (3) to eight (8) stories. Three (3) stories along Ocean Avenue, four (4) to eight (8) stories along Fourth Avenue, three (3) to eight (8) stories along Kingsley Street and eight (8) stories along Fifth Avenue. The plans appear to comply with these requirements if one interprets building height to be determined only by the number of stories of the residential or "non-parking structure" components of the building.

3.0 Parking Structure Height Regulation in the WRP

Specific regulations controlling the height of parking structures are provided within the WRP, separate from the building height regulations. These standards are located within section 3.7 *Architectural Design Guidelines*. Since they are

[1] *Story - That portion of a building included between the surface of any floor and the surface of the floor next above it; or if there is no floor above it, then the space between the floor and ceiling next above it. The floor of the first story of a building shall not be more than six (6) feet above the grade of the ground around the building. A parking level under a building which is not more than half its height above grade shall not be considered a story. A mezzanine floor shall be counted as a story if it covers more than one-third (1/3) of the area of the floor next below it. Mezzanine levels shall only be allowed in the top story of a building. Architectural embellishments, mechanical equipment enclosures, elevator penthouses and rooftop landscape improvements shall not be counted as a story.* WRP, P. 92

design guidelines, deviations from this section are treated as design exceptions, not variances, and would not require a plan amendment.

This section treats structured parking as an "attached element" of a building, analogous to a balcony or porch. The relevant regulations under the heading of *Attached Elements* are:

> *"Parking structures located within the "Prime Renewal Area," as demarcated in the Waterfront Redevelopment Plan, as amended, shall be subject to the height and setback restrictions of the following requirements:*
>
> *1. No parking structure shall exceed a height of five levels or fifty (50) feet..."*

It is not stated what is meant by "*demarcated in the Waterfront Redevelopment Plan*" since there are no stand-alone parking structures specifically identified, except for that which is mentioned to the west of the Empress Hotel. If "*demarcated in the Waterfront Redevelopment Plan*" means that these standards should be interpreted to be applicable to any parking structure developed within the WRA, then these standards would be applicable to the application at hand.

Since this standard regulates the height of a parking structure in feet (50) and in "levels"(5), if looked at in isolation, it appears that there could be conflict with the regulations addressing building height in general, where a parking structure would appear to be permitted to exceed the height of the building that surrounds it when looking at stories/levels. However, as was discussed at the last TRC meeting, this standard appears to recognize that parking structure levels may be somewhat shallower than that of a building story that is occupied by commercial or residential uses. The following examples show why:

> Parking structure floor-to-floor height is, typically, 11 feet allowing three (3) feet for structure and 8'-2" of vehicle clearance. This height could be reduced by six (6) inches in some cases to 10.5 feet.
>
> Contemporary retail could end up with 20 to 23 feet floor-to-floor. Smaller scale retail may have 14 to 15 feet floor-to-floor. This is consistent with the retail spaces proposed along Ocean Avenue for this particular project.

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High-end residential buildings could be 12 to 14 feet in floor-to-floor height. This is also consistent with the majority of the residential dwelling units in this project.

Understanding that there may often be a difference in required floor-to-floor heights between parking structures and residential/commercial buildings, the regulations appear to make sense: a project could have a parking structure with more *levels* that the residential building has *stories* within the same building elevation and overall building height. This appears to have been the intent of the WRP. This relationship is diagrammed, conceptually, within the *"Allowable Building Envelope"* illustration within section 3.8 *Bulk Standards*.

Understanding that there may a reasonable, legitimate purpose for classifying building stories differently than parking levels, the definition of *story* creates some question with respect to this interpretation, as it discusses parking structure levels below grade as not counting as a *story*. An interpretation that parking levels and building stories are regulated differently also requires an interpretation that the language in the definition of *story* does not link the two elements.

4.0 Implications and Application of the Height Regulations between Buildings and Parking Structures

The practical implication of "decoupling" the height of a parking structure from that of its surrounding building provides the ability to maximize the capacity of off-street parking within a structure/block to serve the building. Additionally, should a parking structure be developed with additional capacity (beyond what is necessary to serve the on-site uses), there is an opportunity to provide parking for the public or other users from off-site.

From a regulatory standpoint, the implications of treating building *stories* and parking *levels* differently requires some consideration. Can a parking structure that is an *attached element* of a building exceed the maximum building height? Within section 3.7 *Architectural Design Guidelines* the height of parking structures is regulated according to two units, feet and levels. The height of buildings is regulated according to stories within section 3.8 *Bulk Standards*. Because the parking structure is attached to the building it is, technically, part of the building and is not a separate structure. Since it is part of the building, it is my opinion that all parts of the building, including the parking structure, must also comply with section 3.8 with respect to building height measured in stories. What this

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would mean is that a building containing a parking structure may have a parking structure that could be up to five (5) levels or 50 feet in height, but that the building (including the parking structure) must also comply with the maximum permitted building height in stories. **Both requirements apply.**

(Note: Although it's not clear that such an arrangement would is permitted pursuant to the WRP, in a case where the parking structure were not physically attached to the building, its association with the building should also require it to comply with the maximum permitted height of the building.)

The question arises as to how would one determine building height compliance if it is recognized that parking levels and building stories are not the same thing? The following analysis would seem appropriate in such a determination:

First, there should be a determination as to whether the building (non-parking component) comply with the maximum permitted building height in stories. If it does, then the parking structure should be examined to determine whether it is contained within the maximum permitted conforming building envelope (in terms of stories). If the parking structure is equal to, or less than, the maximum, non-parking, building height(s) as expressed in the surrounding building, then the building would conform to section 3.8. If not, then it would not conform to section 3.8 and a plan amendment would be required. **Such an analysis is predicated on not viewing parking *levels* as *stories* for the purposes of determining conformance with section 3.8.**

Secondary to the determination of conformity building height would be a review of the conditional use standards pursuant to section 3.8. All conditions must be met.

Finally, an evaluation of the parking structure pursuant to section 3.7 design guidelines should be undertaken. Design exceptions may be granted if appropriate without the need for a plan amendment.

In this particular application, the parking structure component does not exceed the "non-parking" building heights (as measured in stories), does not violate the conditional use standards and does not violate the design guidelines of section 3.7.

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5.0 What is the Potential for Unintended Consequences of This interpretation?

Could there be unintended, negative consequences as a result of the assumptions and interpretation described herein regarding the method for applying the height regulations of sections 3.7 and 3.8 of the WRP? The interpretation of the applicant in this matter is dependent on not viewing parking levels as stories for the purposes of determining conformance with section 3.8. This is a reasonable approach, given that their parking structure is completely wrapped by the habitable, residential and commercial building components.

There is a potential loophole may be exploited in this interpretation. For example, in a proposal where the habitable components of a building were stacked upon a five-level parking structure at the ground level, excluding those five levels from the calculation of building height in stories could result, in the worst case, a building that could be, effectively, 13 stories. While this exaggerates the issue, it is not unreasonable to be concerned that a more nuanced, yet similar, situation could thwart the intended building height controls. **However, the WRP contains regulations that would appear to prevent this through the conditional use standards for parking structures.**

Parking Structures Are Conditional Uses

The conditional use requirements for parking structures in section 3.8 should protect against unanticipated, negative exploitation of an interpretation that parking levels are not regulated as building stories. Section 3.8 *Zoning Controls* identifies principal uses, accessory uses and conditional uses. Off-street parking structures are listed among the *conditional uses*. As the name implies, these are uses that are only permitted when all of the conditions are met. If a condition is not met, a "d" variance is required. In the context of the WRP, such a deviation ("d" variance) would require a plan amendment.

The conditions that are required to be met for a parking structure are as follows:

> ***Shall not be visible from any public street***
>
> ***Shall be encompassed at the street level by active habitable use spaces, containing permitted principal or accessory uses, except for vehicular and pedestrian access points***

Attachment: 220927_Bulding Height Analysis_Somerset Asbury Park_TRC_CCH (2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth

Roof shall be finished to be a functional outdoor plaza for abutting uses, including plant materials, irrigation, drainage, seating, lighting and pedestrian paths and spaces

One (1) attached sign is permitted, per access, limited to three (3) SF in area, which identifies the address and name of the facility only

No freestanding signs are permitted

Pursuant to the conditional use standards, a parking structure cannot be visible from ***any*** public street and must have a habitable principal use (i.e. residential or commercial) at the street level. If these two conditions are not met, then an application would require a plan amendment.

From a practical perspective, this means that no parking structure could be constructed that did not have a habitable principal use (i.e. residential or commercial) at the street level without obtaining an amendment to the WRP to permit such a configuration. Furthermore, no parking structure may be visible from any public street, such that even above the street level, the structure, for all intents and purposes, must be *wrapped* with other uses.

What this means is that there should not be a case in which a parking structure could be developed in such a manner as to avoid creating building stories at the street level without a plan amendment. That means that according to interpretation discussed herein, the building height would be measured from the street level (where the habitable residential/commercial space begins) and not some location far above the street level.

Note: Parking structures are permitted as conditional uses only. They are not permitted accessory uses (only surface parking is permitted as an accessory use). The benefit of this classification is the protection of the urban fabric from unsympathetic, utilitarian parking structure design through the conditions. Additionally, since not listed as accessory, parking may be provided within a structure for users from beyond the site upon which it is located.

Attachment: 220927_Bulding Height Analysis_Somerset Asbury Park_TRC_CCH (2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth

Planning Board Discretion with Respect to Building Height

The Planning Board has the power to avoid exploitation of the interpretation discussed herein. Section 3.8 *Zoning Controls* gives the Planning Board the explicit power to interpret the *Development Control Plan* to determine the precise location where buildings shall change height to conform to the Plan. It is the opinion of this office that this applies in all dimensions: horizontally along street frontages, internal to a building/development block and vertically. Such discretion means that the Planning Board has the power, where a developer seeks to exploit the language of the WRP to avoid compliance with the height regulations, to issue an interpretation that preserves the design principles of the plan. This power can prevent unintended consequences.

City of Asbury Park has Power of Negotiation as Redevelopment Entity

The City Council has the power to prevent exploitation of the interpretation discussed herein. The City, as the Redevelopment Entity, has the power to negotiate the terms of redevelopment within the WRA. While the WRP provides for the maximum bulk and spatial extent of development, redevelopers are not necessarily entitled to the maximum permitted. Should the TRC or the Planning Board determine that an, otherwise, conforming proposal was circumventing or undermining the principles of the WRP, it is within the City's purview to require a redeveloper to adjust their proposal to align with the recommendations of the TRC/Planning Board. This power can be used to prevent unintended consequences.

6.0 What does this Interpretation Mean for the Somerset Application?

Based on the interpretations discussed herein, it would be reasonable for the TRC to determine that Somerset's application conforms to the maximum permitted building height regulations of section 3.8 of the WRP, based on the following assumptions:

1. Section 3.7 of the WRP for parking structures that are *"demarcated in the Waterfront Redevelopment Plan"* is applicable to any parking structure developed within the WRA.

2. *Levels* of parking structures are not equal to *stories* of buildings, in terms of determining compliance with maximum permitted building height.

Attachment: 220927_Bulding Height Analysis_Somerset Asbury Park_TRC_CCH (2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth

3. Buildings with parking structures must comply with, both, section 3.7 *Architectural Design Guidelines* and section 3.8 *Bulk Standards* and, as such, the manner of determining whether parking structures comply with the maximum permitted building height is made through an examination of the spatial relationship between the extents of the parking structure and those of the non-parking structure component of a building.

C: Michele Alonso, Director of Planning and Redevelopment

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Attachment: 220927_Bulding Height Analysis_Somerset Asbury Park_TRC_CCH (2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712
(732) 775-2100

Application #_____
Date Files _____/_____/_____
Hearing Date____/_____/_____

APPLICATION FOR REVIEW BY THE REDEVELOPMENT AGENCY

FILL IN ALL BLANKS

Property Location: 115 Fourth Avenue, 1209 Ocean Avenue & 150 Fifth Avenue, Asbury Park
Block: 4105 Lot(s): 1, 3 and 4

APPLICANT INFORMATION:

1. Name: Somerset Asbury Park Urban Renewal LLC

   Address: 101 Crawfords Corner Road, Holmdel, NJ 07733

   Phone # 732-367-2828 Fax: 732-886-1674

   Email: ralph@sdnj.com

2. ATTORNEY INFORMATION:

   Name: Michael Bruno, Esq., Giordano, Halleran & Ciesla, P.C.

   Address: 125 Half Mile Road, Suite 300, Red Bank, NJ 07701

   Phone #: 732-741-3900 Fax: 732-224-6599

   Email: Mbruno@ghclaw.com

3. ARCHITECT INFORMATION:

   Name: David J. Minno, AIA, PP, Minno, Wasko Architects and Planners

   Address: 80 Lambert Lane, Suite 205, Lambertville, NJ 08530

   Phone #: 609-397-9009 Fax: _____

   Email: dminno@minnowasko.com

Attachment: GHCDOCS-#5973313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and

4. ENGINEER INFORMATION:

Name: Robert Espasa, P.E. and John Banerjee, P.E., PS&S

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Phone #: 732-560-9700 Fax: _____

Email: respasa@psands.com, jbanerjee@psands.com

TRAFFIC ENGINEER INFORMATION:

Name: Karl A. Pehnke, PE, PTOE, Langan Engineers

Address: 989 Lenox Drive, Suite 124, Lawrenceville, NJ 08648

Phone #: 732-740-6991

Email: kpehnke@langan.com

5. PRESENT OWNER (If not applicant)

Name: AP Five Property Holdings, LLC (as to B 4105, Lot 1), and Asbury Partners, LLC (as to B 4105, Lots 3 and 4), Attn: Brian Cheripka, Senior V.P.

Address: 1114 Ave of the Americas, New York, NY 10036

Phone #: _____ Fax: _____

Email: bcheripka@istar.com

6. Interest of applicant, if other than owner: Contract Purchaser

7. Existing Use Parking lot and adjacent vacant land

Block 4105 Lot 1, 3 and 4

8. Primary Zone WRA Infill Zone _____ Other _____

9. Property is located in zone WRA as per Asbury Park Land Development Ordinance.

10. Property ___ is X is not located in a Historical District.

Historic District _____.

11. Lot Size ~83,237 Sq. ft. Size of Structure(s) see plans total sq. ft.

12. Percentage of Impervious area see plans % Total # of Units 155

Building Height max of 130 Stories 3 - 8

Attachment: GHCDOCS-#5973313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and

13. Proposed Amendment(s) to plan:

NONE

Applicant Signature

Attachment: GHCDOCS-#5973313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and

CHECKLIST FOR APPLICATION[1] TO
REDEVELOPMENT AGENCY

C	N	N/A	ALL PLANS MUST BE FOLDED AND COLLATED
X			1. Twenty (20) copies of the application form.
X			2. Twenty (20) copies of Concept Site Plan.
X			3. Twenty (20) copies of Elevations of Building (4 sides).
X			4. Twenty (20) copies of Proposed Floor Plans (not construction plans).
X			5. Twenty (20) copies of Detail information sufficient to describe architectural character, material and colors.
X			6. Twenty (20) copies of Roof Top Detail (Vertical Detail & Surface Layout).
X			7. Contribution Disclosure Statement.

C=Complete N=Incomplete N/A=Not Applicable

***Per discussion with Michele Alonso, this application is accompanied by the following materials (9 reduced size copies, unless otherwise noted): (1) Affidavit of Application, (2) Project Description, (3) Concept Plan, (4) Elevations, (5) Renderings showing Architectural Design, (6) Roof Top Detail Plans, (7) Floor Plans, (8) Site Plan, (9) Subdivision Plat, (10) Landscape Plan, and (11) Political Disclosure Statement.*

All architectural engineering prints must be folded and collated.

Please note, further submission to the Planning Board and/or the Redevelopment Agency will require additional submissions and more detailed application forms.
Requirements of the Waterfront Redevelopment Plan of the City of Asbury Park and any applicable sections of the Revised General Ordinances of the City of Asbury Park Volume II, Chapter 30 Land Development Regulations.

[1]Adopted by Ordinance #2684 by the City of Asbury Park May 19, 2004
[2]Adopted by Ordinance #2680 by the City of Asbury Park April 7 2004

Attachment: GHCDOCS-#5973313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and

AFFIDAVIT OF APPLICATION

STATE OF NEW JERSEY}

COUNTY OF MONMOUTH} SS:

RAPHAEL ZUCKER, of full age, being duly sworn according to law, on oath depose and say that all of the above statements are true.

Signature of Applicant

Sworn to and Subscribed before me,

This 6th day of October, 2022.

PAMELA L. KENNEDY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/5/2028

Notary Public- State of New Jersey

Attachment: GHCDOCS-#5973313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and

PROJECT DESCRIPTION

Somerset Asbury Park Urban Renewal LLC

Application for Review by the Redevelopment Agency

Overview

Somerset Asbury Park Urban Renewal LLC ("Applicant") is seeking preliminary and final major site plan and subdivision approval, including certain relief from the Waterfront Redevelopment Plan, to develop a mixed use development on property located at 115 Fourth Avenue, 1209 Ocean Avenue, and 150 Fifth Avenue, Asbury Park, New Jersey, Block 4105, Lots 1, 3 and 4 (the "Property"). The development is anticipated to include 155 residential condominium units, commercial floor area of 9,390 s.f., 270 parking spaces located in an internal parking structure, along with various amenities, common areas, lighting, landscaping and similar improvements (the "Project"). The Property is currently improved with a surface parking lot, and otherwise is vacant.

The Project proposed by Applicant includes 155 condominium units. As shown in the included plans, drawings and specifications, the building's height varies along various frontages, specifically, the proposed building ranges between 3 and 8 stories on Kingsley Street, between 3 and 8 stories on Fifth Avenue, 3 stories on Ocean Avenue, and between 3 and 8 stories on Fourth Avenue, all within the maximum permitted height of 8 stories, per the Waterfront Redevelopment Plan. The units include a mix of 1 bedroom (42 units), 2 bedroom (78 units) and 3 bedroom units (35 units). An amenity deck is included on the roof of the 3rd floor of the building, which has been designed in a manner so as to preserve viewsheds of the Atlantic Ocean from the west. A mezzanine level above the 8th floor is proposed, as well as rooftop private terraces, as is permitted per the Waterfront Redevelopment Plan

Description of Proposed Development

The proposed Project advances residential development within the waterfront, a key planning principle of the City's Waterfront Redevelopment Plan. The Ocean Avenue frontage of the development has a pedestrian-oriented design, highlighting the retail uses available to the public. This strategic location of retail uses bolsters and enhances the existing retail and pedestrian uses along Ocean Avenue. The balance of street level of the Project, located on Fourth Avenue, Fifth Avenue and Kingsley Street, has been designed in a manner to activate the streetscape and enhance pedestrian use. This is accomplished through diverse architecture and residential unit entrances. Lobby's of the buildings will be accessible from Fourth Avenue, Fifth Avenue and, with a singular automobile entry to the parking garage located on Kingsley Street. Along Ocean Avenue, applicant proposes a Sand Alley entrance as an amenity to the residential tenants with areas for beach storage and wash off areas.

The Parking Garage, which is entirely contained within the building, accessible from Kingsley Street. The Parking Garage contains 270 parking spaces, which is in excess of the required 240

Attachment: GHCDOCS-#597313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and

off-street parking spaces. The Parking Garage spaces conform to minimum size requirements, and the garage utilizes a two-way drive aisle that is 24 feet wide.

The Project features an expansive amenity deck for use by residents on the fourth floor, which includes a pool, an active amenity courtyard, lawn area, passive amenity courtyard, outdoor fitness area, along with various landscaping, barbecue grills, seating, tables and pool chairs. The amenity deck is located on the roof of the third floor of the proposed Project above the parking garage. Importantly, the height of the amenity deck provides for the preservation of viewsheds to the Atlantic Ocean. Such design has been influenced by the Waterfront Redevelopment Plan's goal of "configure[ing] taller buildings perpendicular to the ocean to maximize views from upland neighborhoods".

The Project is adjacent to the existing Wonder Bar, located on the corner of Fifth Avenue and Ocean Avenue. The Project's application includes a request for preliminary and final major subdivision approval, pursuant to which Lots 1, 4 and a portion of Lot 3 would be consolidated into a single lot, with the remainder of existing Lot 3 and Lot 2 being consolidated into a separate tax lot, upon which the Wonder Bar is located. For clarity, Block 4105 Lot 2, and the remainder portion of Lot 3, are not subject of this Application, and no changes to the existing Wonder Bar are proposed by Applicant (although we note that a collaborative effort between Applicant and the owner of the Wonder Bar continues, with the goal of both parties being to enhance and improve the existing Wonder Bar).

Architectural Design

The Waterfront Redevelopment Plan includes specific architectural design guidelines and goals, many of which are advanced by the proposed Project. It is Applicant's position that the proposed architecture is consistent with the following purposes of the design guidelines (as set forth on Page 60 of the Waterfront Redevelopment Plan, as amended):

1. Establishing a measure of architectural harmony such that mixed-use is facilitated by a shared architectural syntax for all buildings;

2. Encouraging the design of building frontages that support pedestrian activity; and

3. Supporting the regional architectural vernacular of the New Jersey shore area in a contemporary way.

It's also worth noting, that the Project avoids "neo-eclectic stylistic fashions" that are "not welcome" under the Waterfront Redevelopment Plan.

As noted above, the Project has been designed so as to compliment both historic structures in Asbury Park, such as the Wonder Bar, Boardwalk, and Convention Hall, as well as newer structures, such as the adjacent Asbury Ocean Club. The thoughtful architecture at the street level welcomes pedestrian residents and visitors alike, and provides for street activation on all four street frontages.

Attachment: GHCDOCS-#597313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and

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Consistency with the Waterfront Redevelopment Plan

Applicant submits that the proposed Project is consistent with the intent and purpose of the Waterfront Redevelopment Plan. Specifically, we note that it furthers a number of the Redevelopment Plan's goals and objectives, including encouraging new residential development and designs that support pedestrian activity. Also, Applicant and the adjacent land owner continue to work in tandem to "[p]reserve the important buildings" and "[p]reserve the memories of past entertainment", namely the Wonder Bar. The applicant proposes an architectural style that is consistent and harmonious with the adjacent Asbury Ocean Club. Notwithstanding Applicant's general consistency with the Waterfront Redevelopment Plan, the following design exceptions are requested by Applicant in connection with its application (the list below has been prepared by the City's professional planner, Michael Sullivan, AICP):

1. Attachments – Materials. The WRP requires that decks be made of wood and located in rear yards only, whereas the application proposes metal and glass decks, located in front yards.

2. Openings – Configuration. The WRP requires that windows shall be single, double, triple-hung, or operable casements, that openings shall be rectangular with a vertical or square proportion, and that multiple windows in the same rough opening shall be separated by a 4 inch minimum post and there shall be no flush mounted windows. The application proposes fixed panes that are flush mounted with some operable windows to comply with Building Code, and multiple windows will not be separated by a 4 inch post.

3. The WRP requires that doors (except garage doors) be side hinged, whereas Applicant proposes the use of sliding doors.

4. The WRP requires that the maximum frontage of a garage door be 9 feet wide, whereas the Application proposes two garage doors at the parking garage entrance, that will be a maximum of 9'0" wide each to comply with the WRP. The applicant proposes the garage door leading to the loading area will be 12'-0" in width.

5. Building Frontages – 5. Use of Transition Line to Differentiated Middle from the Top. The WRP requires that the middle of the building shall be differentiated from the base by a transition line at the top of the first, second or third floor. The transition line's specific location is determined primarily by the overall height of the building and that of the adjacent buildings. The applicant proposes a more contemporary style that does not provide a transition line which differentiates the middle from the top of the residential portion of the building.

6. Building Frontages – 10. Lack of screening parapet walls. The WRP states that adequate parapets shall mask any negative impact from street level, as well as horizontally from adjacent building. The applicant proposes 42" parapets in all locations adjacent to roof decks that are a combination of metal, glass and fiber cement. Additionally all mechanical on roof will be screened by solid parapets walls or louvered screens.

7. Building Parts – 7. Use of Multiple Balconies on front façade. The WRP requires that balconies are used as a single, continuous element at the location of the upper or lower

expression lines. Multiple balconies, if required, shall be confined to the rear and side elevations. The applicant proposes balconies that are staggered and located throughout the upper levels of the façade.

8. Building Parts – 8. Cantilevered balconies deeper than 3 feet. The WRP states that cantilevered balconies shall be no deeper than 3 feet and shall be visibly supported by brackets. The applicant proposes balconies that are a combination of side supported and cantilevered, are not visually supported with brackets, and exceed 3 feet in depth.

9. Building Parts – 3. Minimum Fenestration. The WRP states that the openings on a frontage must remain within a void-to-solid ratio of no more than 45 percent with each facade measured independently. The applicant proposes a higher void to solid ratio that is consistent with eth architectural style intent and adjacent Asbury Ocean Club architectural language.

10. Building Parts 12. – Use of Flush Windows The WRP states that windows shall not be installed flush with the outer surface of the facade. The applicant proposes a curtain wall system with windows flush with the outer surface of the façade as is typical with this type of design, construction, and architectural language.

11. Building Parts 13 – Lack of Window Sills. The WRP states that window sills may be provided, and lintels may be shown. The applicant proposes a curtain wall system with no window sills as is typical with this type of design, construction, and architectural language.

Applicant reserves the right to request additional design waivers as may be identified by the City Council, Planning Board, or other reviewing bodies.

Attachment: GHCDOCS-#597313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and

Attachment: GHCDOCS-#5973313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and

Disclosure of Political Contributions Certification

I, Raphael Zucker, of full ages does hereby certify
(Name)

1. I am the representative of applicant, Somerset Asbury Park Urban Renewal, LLC, which entity has made an application to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

   site plan and subdivision associated with mixed use development
   (site plan, variance, subdivision) (proposed use(s))

   located at 115 Fourth Avenue, 1209 Ocean Avenue and 150 Fifth Avenue, Asbury Park, Block 4105, Lots 1, 3 and 4, Asbury Park, New Jersey owned by AP Five Property Holdings, LLC and Asbury Partners, LLC to represent said Applicant in this matter.

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

Raphael Zucker
(Name Printed)

(Signature)

Dated 10/6/22

Attachment: GHCDOCS-#597313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and

Disclosure of Political Contributions Certification

I, Robert Espasa, P.E., of full ages does hereby certify
(Name)

1. I am the Engineer engaged by Somerset Asbury Park Urban Renewal, LLC, which entity has made an application to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

   site plan and subdivision associated with mixed use development
   (site plan, variance, subdivision) (proposed use(s))

   located at 115 Fourth Avenue, 1209 Ocean Avenue and 150 Fifth Avenue, Asbury Park, Block 4105, Lots 1, 3 and 4, Asbury Park, New Jersey owned by AP Five Property Holdings, LLC and Asbury Partners, LLC to represent said Applicant in this matter.

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

Robert Espasa
(Name Printed)

(Signature)

Dated 10-6-22

Attachment: GHCDOCS-#597313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and

Disclosure of Political Contributions Certification

I, ___Michael Bruno, Esq._____, of full ages does hereby certify

(Name)

1. I am the Attorney engaged by __Somerset Asbury Park Urban Renewal, LLC, which entity has made an application to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

   __site plan and subdivision_____ associated with ___mixed use development____
   (site plan, variance, subdivision) (proposed use(s))

   located at _115 Fourth Avenue, 1209 Ocean Avenue and 150 Fifth Avenue, Asbury Park,_ Block 4105_, Lots 1, 3 and 4_, Asbury Park, New Jersey owned by AP Five Property Holdings, LLC and Asbury Partners, LLC_ to represent said Applicant in this matter.

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

_____Michael Bruno_____
(Name Printed)

(Signature)

Dated____10-6-22_____

Attachment: GHCDOCS-#597313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and

Disclosure of Political Contributions Certification

I, ___David Minno, AIA, PP_____, of full ages does hereby certify

(Name)

1. I am the Architect engaged by __Somerset Asbury Park Urban Renewal, LLC, which entity has made an application to the Asbury Park (Planning Board or Zoning Board of Adjustment) for

   __site plan and subdivision_____ associated with ___mixed use development____
   (site plan, variance, subdivision) (proposed use(s))

   located at _115 Fourth Avenue, 1209 Ocean Avenue and 150 Fifth Avenue, Asbury Park,_ Block 4105_, Lots 1, 3 and 4_, Asbury Park, New Jersey owned by _AP Five Property Holdings, LLC and Asbury Partners, LLC_ to represent said Applicant in this matter.

2. I have never made any political contributions to any elected official of the City of Asbury Park in conjunction with this Application or any other Application (or I have made the following contributions to the elected officials of the City of Asbury Park).

I hereby certify that the foregoing statements are true and I am aware that if any of the following statements made by be is willfully false I am subject to punishment.

_David J. Minno_____
(Name Printed)

David J. Minno
_____
(Signature)

Dated____10-6-22_____

OCEAN AVENUE

ASBURY PARK, NEW JERSEY

INSPIRED

BY SOMERSET DEVELOPMENT

ASBURY PARK CITY COUNCIL PRESENTATION

OCTOBER 12, 2022

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

Attachment: GHCDOCS-#5973313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22)_(2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth Avenue (Block 4105, Lots 1,3 and 4) presentation)

SITE CONTEXT
SCALE: 1" = 40'-0"

CONCEPTUAL PLANS
DATE: 10/12/2022

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

INSPIRED
BY SOMERSET DEVELOPMENT

OCEAN AVENUE
ASBURY PARK, NEW JERESY

04-0375-07

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PERSPECTIVE VIEW FROM OCEAN AVENUE & 4TH AVENUE

CONCEPTUAL PERSPECTIVE

DATE: 10/12/2022

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

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OCEAN AVENUE
ASBURY PARK, NEW JERESY

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PERSPECTIVE VIEW FROM OCEAN AVENUE & 4TH AVENUE

CONCEPTUAL PERSPECTIVE

DATE: 10/12/2022

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
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PERSPECTIVE VIEW FROM OCEAN AVENUE

CONCEPTUAL PERSPECTIVE

DATE: 10/12/2022

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
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PERSPECTIVE VIEW FROM OCEAN AVENUE LOOKING WEST

CONCEPTUAL PERSPECTIVE

DATE: 10/12/2022

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80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
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PERSPECTIVE VIEW FROM COURTYARD LOOKING EAST

CONCEPTUAL PERSPECTIVE

DATE: 10/12/2022

MINNO WASKO
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PERSPECTIVE VIEW OF INTERIOR PENTHOUSE UNIT

CONCEPTUAL PERSPECTIVE

DATE: 10/12/2022

MINNO ■ WASKO
ARCHITECTS AND PLANNERS
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TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

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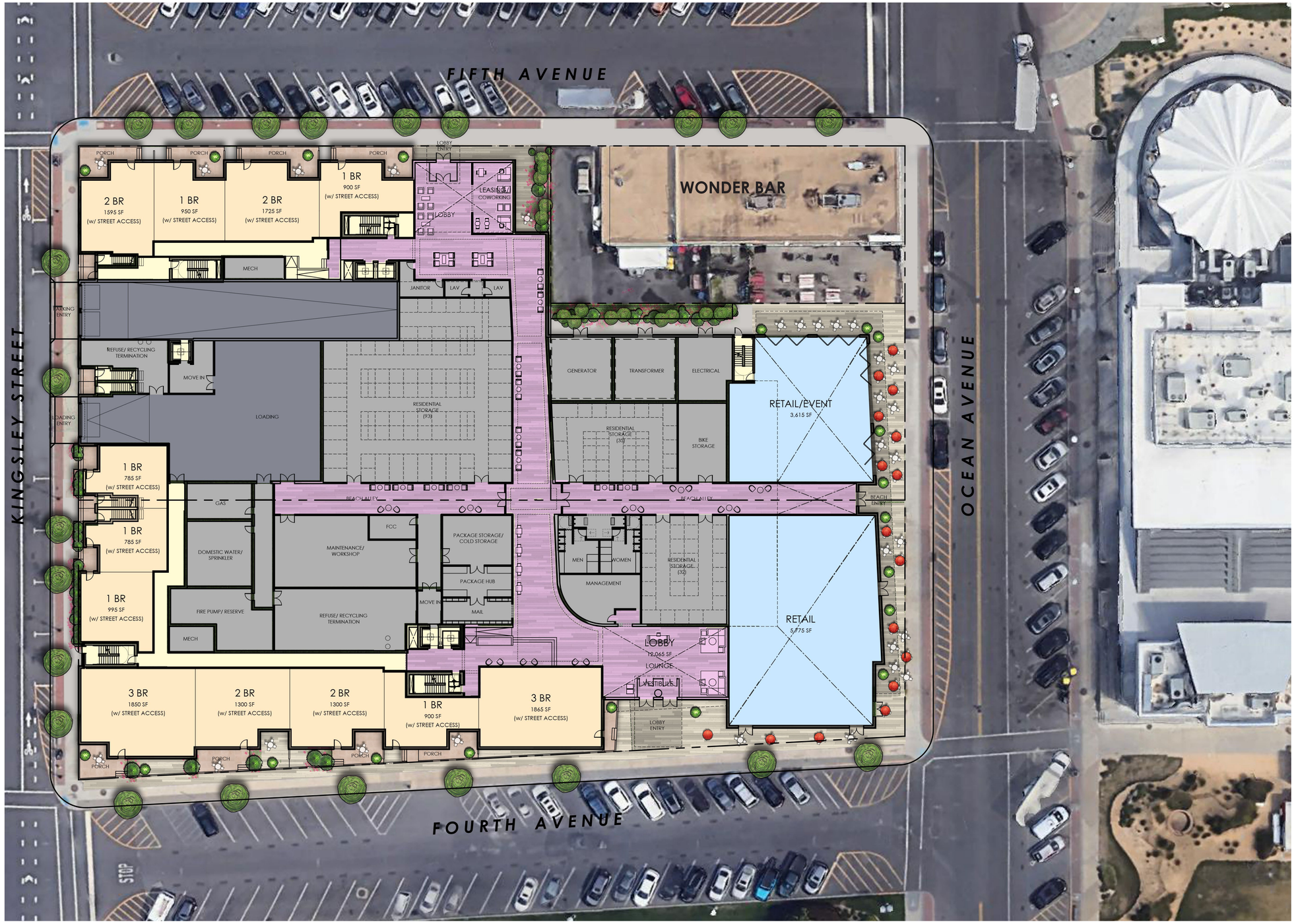
DEVELOPMENT SUMMARY

155 RESIDENTIAL UNITS
- 1 BEDROOM: 42 UNITS (27%)
- 2 BEDROOM: 78 UNITS (50%)
- 3 BEDROOM: 35 UNITS (23%)

OCEAN AVENUE RETAIL: 9,390 SF

PARKING: 270 SPACES (1.74 SP/ DU)



GROUND FLOOR PLAN/ PARKING LEVEL 1
SCALE: 1" = 20'-0"

CONCEPTUAL PLANS
DATE: 10/12/2022

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

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OCEAN AVENUE
ASBURY PARK, NEW JERESY

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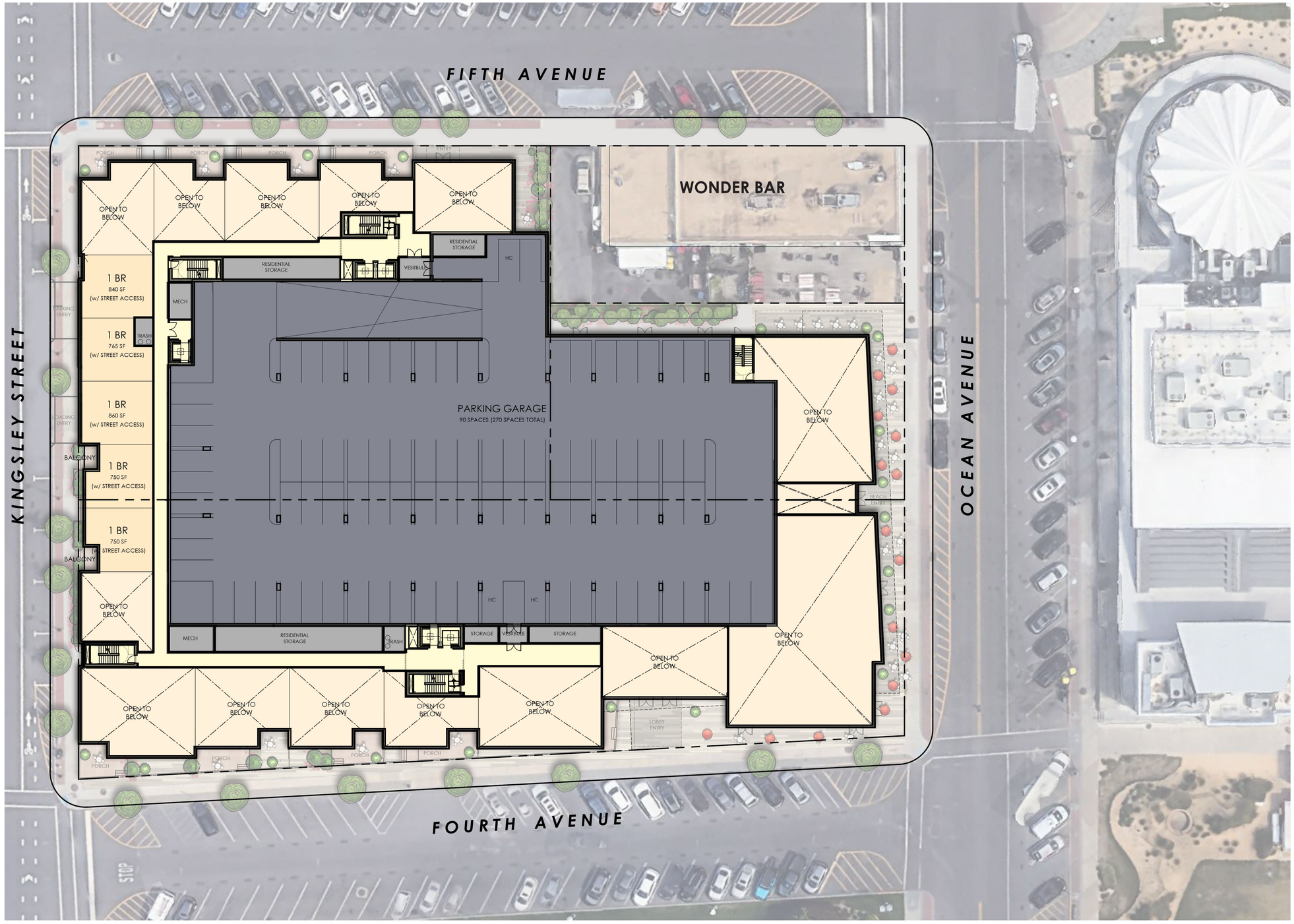

FIRST FLOOR PLAN / PARKING LEVEL 2
SCALE: 1" = 20'-0"

CONCEPTUAL PLANS
DATE: 10/12/2022

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

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OCEAN AVENUE
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04-0375-07

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DEVELOPMENT SUMMARY

155 RESIDENTIAL UNITS
- 1 BEDROOM: 42 UNITS (27%)
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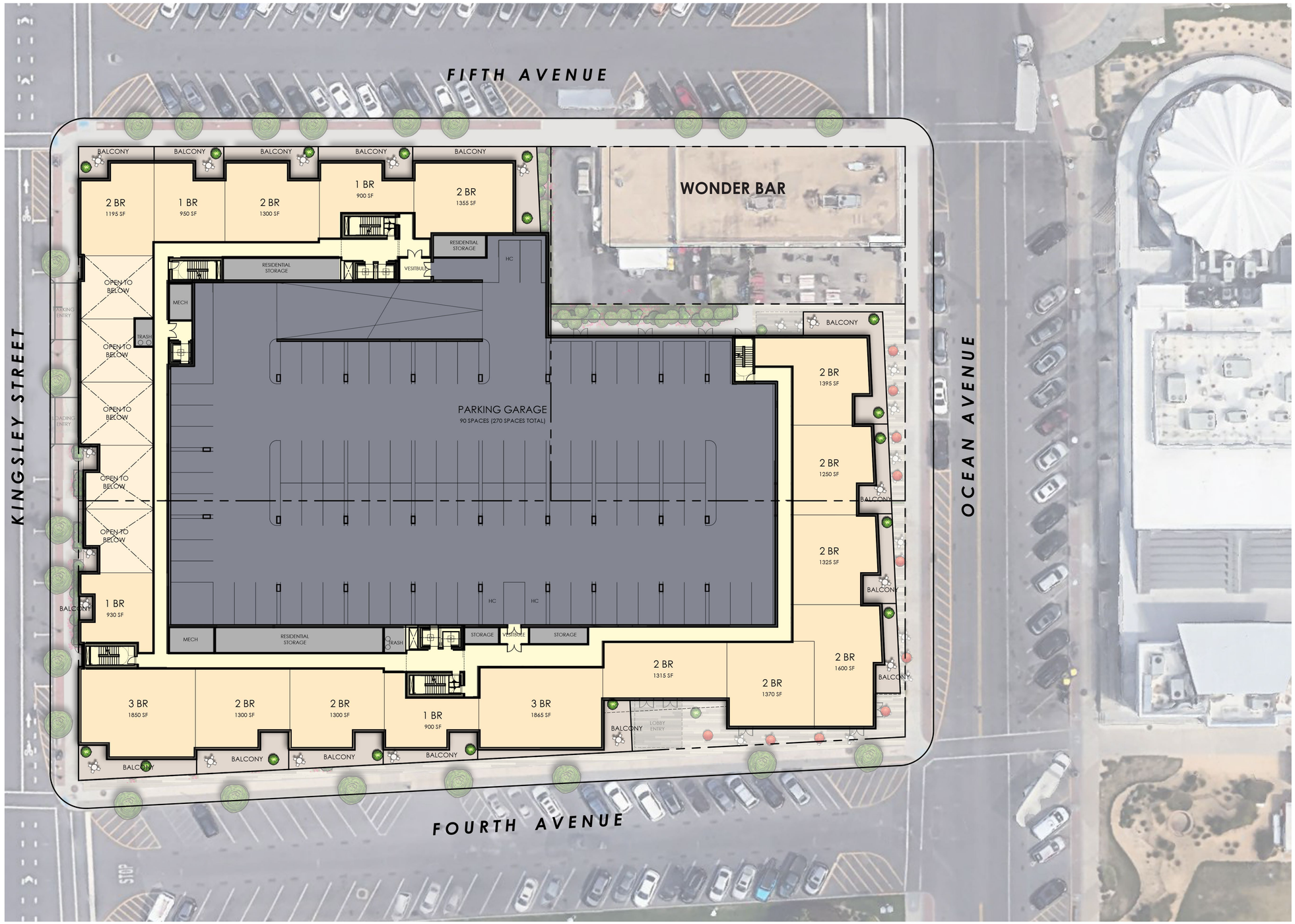
- 3 BEDROOM: 35 UNITS (23%)

OCEAN AVENUE RETAIL: 9,390 SF

PARKING: 270 SPACES (1.74 SP/ DU)



SECOND FLOOR PLAN / PARKING LEVEL 3
SCALE: 1" = 20'-0"

CONCEPTUAL PLANS
DATE: 10/12/2022

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

INSPIRED
BY SOMERSET DEVELOPMENT

OCEAN AVENUE
ASBURY PARK, NEW JERESY

04-0375-07

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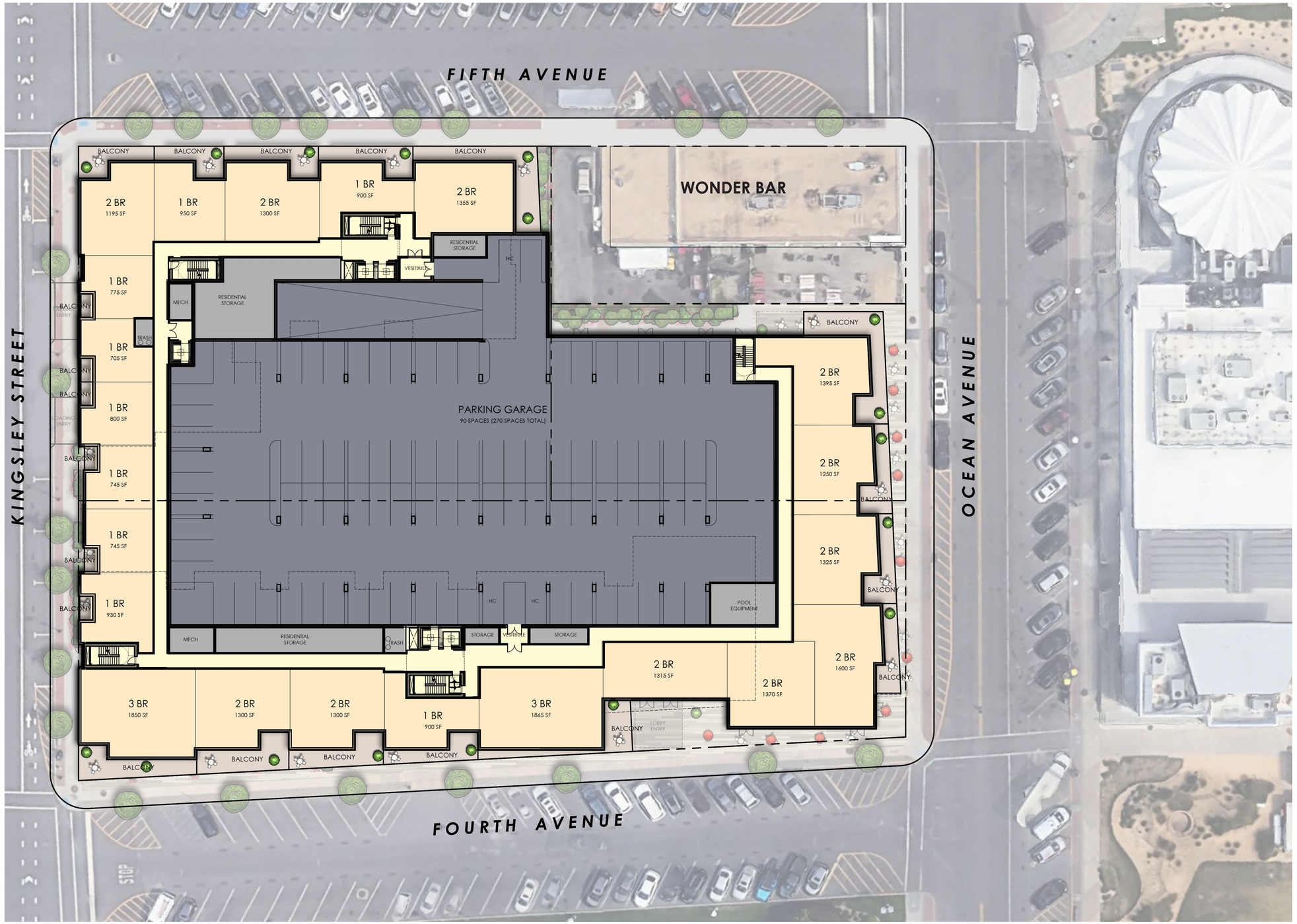
Attachment: GHCDOCS-#5973313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth Avenue (Block 4105, Lots 1, 3 and 4) presentation)

DEVELOPMENT SUMMARY

155 RESIDENTIAL UNITS
- 1 BEDROOM: 42 UNITS (27%)
- 2 BEDROOM: 78 UNITS (50%)
- 3 BEDROOM: 35 UNITS (23%)

OCEAN AVENUE RETAIL: 9,390 SF

PARKING: 270 SPACES (1.74 SP/ DU)



THIRD FLOOR PLAN / PARKING LEVEL 4
SCALE: 1" = 20'-0"

CONCEPTUAL PLANS
DATE: 10/12/2022

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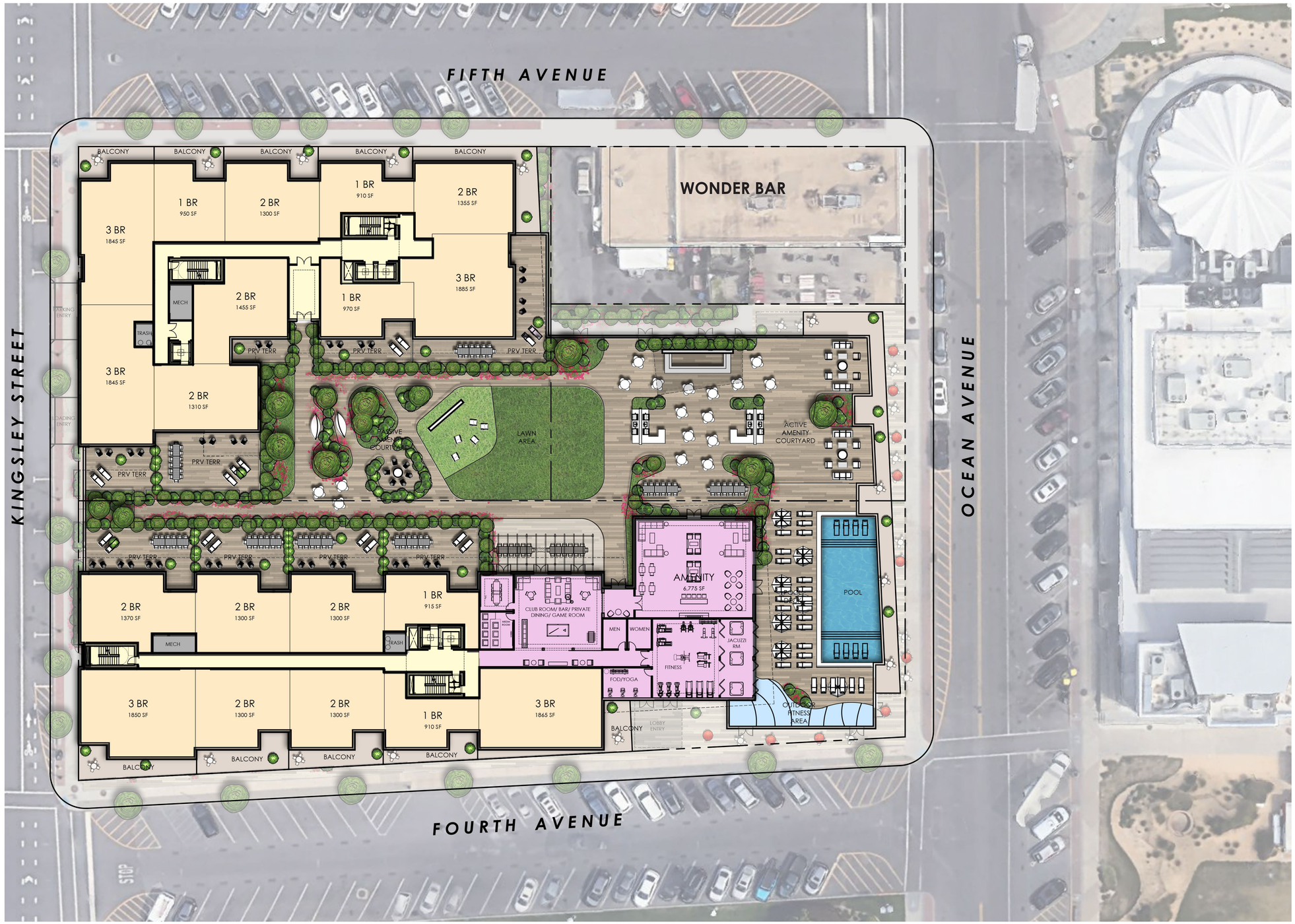
DEVELOPMENT SUMMARY

155 RESIDENTIAL UNITS
- 1 BEDROOM: 42 UNITS (27%)
- 2 BEDROOM: 78 UNITS (50%)
- 3 BEDROOM: 35 UNITS (23%)

OCEAN AVENUE RETAIL: 9,390 SF

PARKING: 270 SPACES (1.74 SP/ DU)



FOURTH FLOOR PLAN
SCALE: 1" = 20'-0"

CONCEPTUAL PLANS
DATE: 10/12/2022

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DEVELOPMENT SUMMARY

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- 1 BEDROOM: 42 UNITS (27%)
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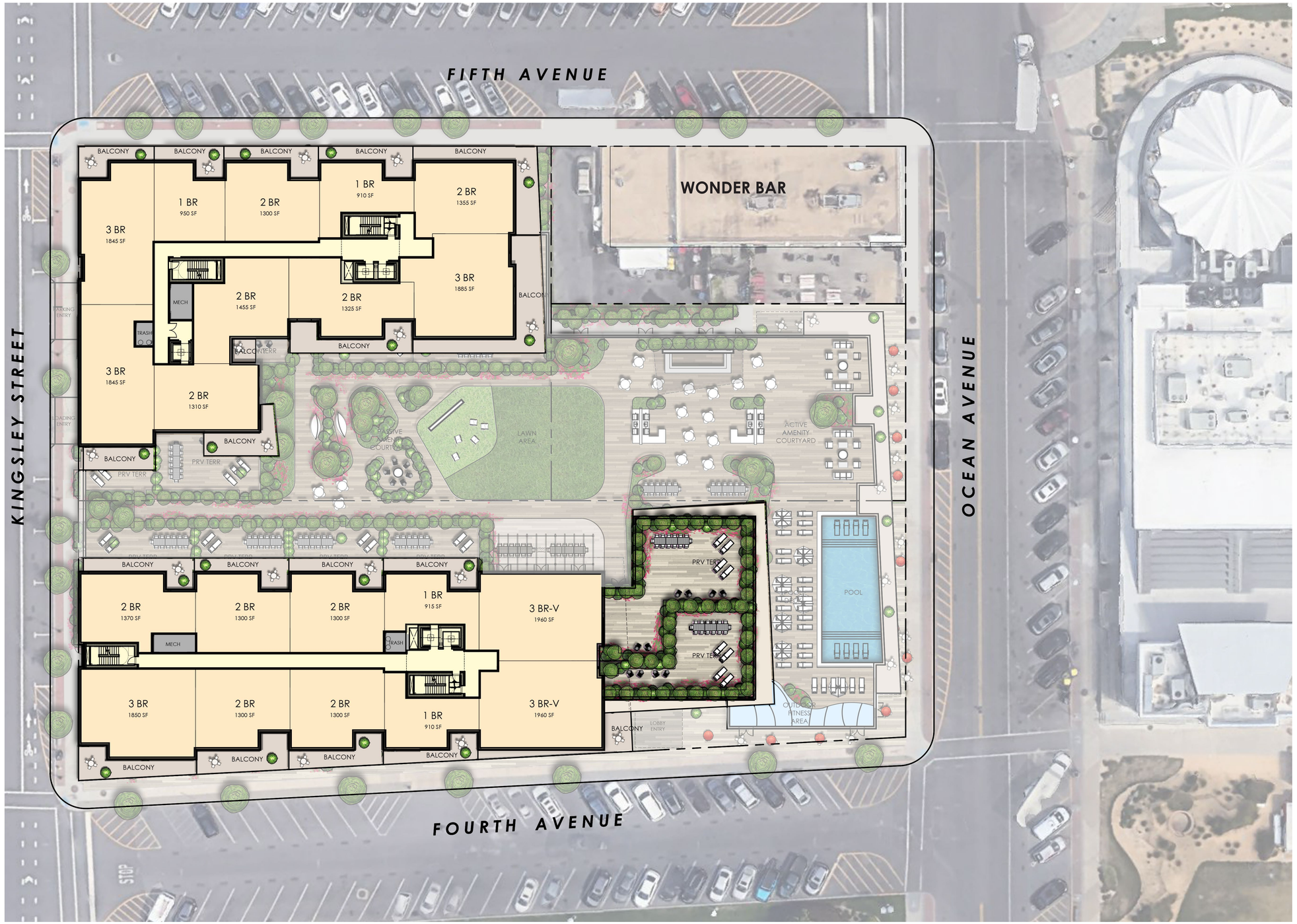
- 3 BEDROOM: 35 UNITS (23%)

OCEAN AVENUE RETAIL: 9,390 SF

PARKING: 270 SPACES (1.74 SP/ DU)



FIFTH FLOOR PLAN
SCALE: 1" = 20'-0"

CONCEPTUAL PLANS
DATE: 10/12/2022

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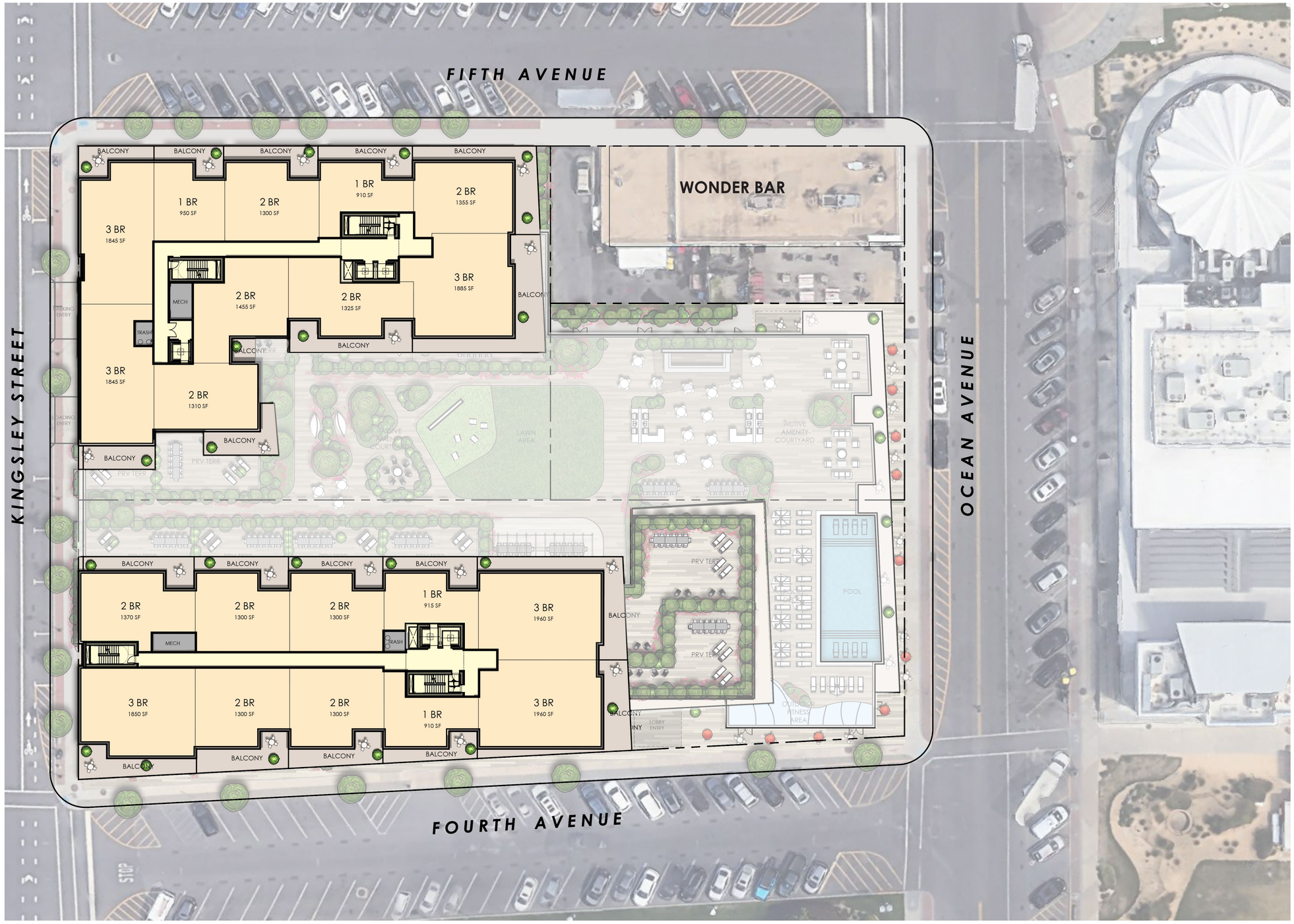
DEVELOPMENT SUMMARY

155 RESIDENTIAL UNITS
- 1 BEDROOM: 42 UNITS (27%)
- 2 BEDROOM: 78 UNITS (50%)
- 3 BEDROOM: 35 UNITS (23%)

OCEAN AVENUE RETAIL: 9,390 SF

PARKING: 270 SPACES (1.74 SP/ DU)



6TH-7TH FLOOR PLAN
SCALE: 1" = 20'-0"

CONCEPTUAL PLANS
DATE: 10/12/2022

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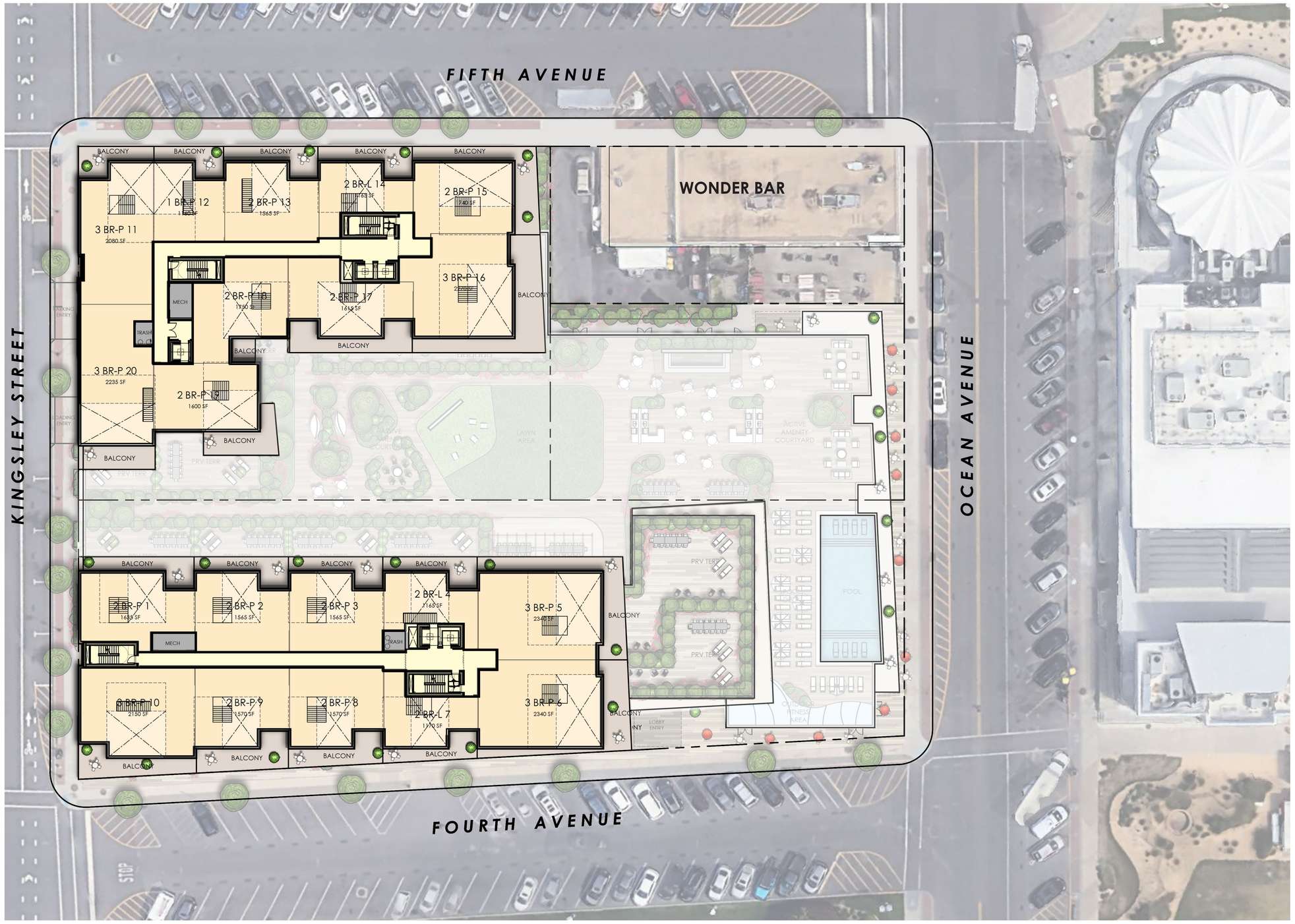
DEVELOPMENT SUMMARY

155 RESIDENTIAL UNITS
- 1 BEDROOM: 42 UNITS (27%)
- 2 BEDROOM: 78 UNITS (50%)
- 3 BEDROOM: 35 UNITS (23%)

OCEAN AVENUE RETAIL: 9,390 SF

PARKING: 270 SPACES (1.74 SP/ DU)



EIGHTH FLOOR PLAN
SCALE: 1" = 20'-0"

CONCEPTUAL PLANS
DATE: 10/12/2022

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04-0375-07

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Attachment: GHCDOCS-#5973313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth Avenue (Block 4105, Lots 1, 3 and 4) presentation)

DEVELOPMENT SUMMARY

155 RESIDENTIAL UNITS
- 1 BEDROOM: 42 UNITS (27%)
- 2 BEDROOM: 78 UNITS (50%)
- 3 BEDROOM: 35 UNITS (23%)

OCEAN AVENUE RETAIL: 9,390 SF

PARKING: 270 SPACES (1.74 SP/ DU)

MEZZANINE FLOOR PLAN
SCALE: 1" = 20'-0"

CONCEPTUAL PLANS
DATE: 10/12/2022

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
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Attachment: GHCDOCS-#5973313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22)_(2022-67_:_1209_Ocean_Avenue,_100_Fifth_and_115_Fourth_Avenue_(Block_4105,_Lots_1,_3_and_4)_presentation)

DEVELOPMENT SUMMARY

155 RESIDENTIAL UNITS
- 1 BEDROOM: 42 UNITS (27%)
- 2 BEDROOM: 78 UNITS (50%)
- 3 BEDROOM: 35 UNITS (23%)

OCEAN AVENUE RETAIL: 9,390 SF

PARKING: 270 SPACES (1.74 SP/ DU)

ROOF PLAN
SCALE: 1" = 20'-0"

CONCEPTUAL PLANS
DATE: 10/12/2022

MINNO WASKO
ARCHITECTS AND PLANNERS
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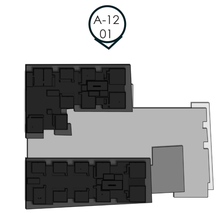
KEY PLAN:



MATERIALS KEY:

01 TEXTURED FIBER CEMENT PANEL A
02 TEXTURED FIBER CEMENT PANEL B
03 SMOOTH FIBER CEMENT PANEL A
04 SMOOTH FIBER CEMENT PANEL B
05 ARCHITECTURAL GLAZING
06 ARCHITECTURAL LOUVER
07 ARCHITECTURAL GLASS RAILING
08 ARCHITECTURAL METAL CANOPY
09 ARCHITECTURAL GARAGE DOOR

NOTES:

PRODUCTS AND MANUFACTURERS LISTED ARE SUBJECT TO CHANGE AND/OR SUBSTITUTED WITH EQUIVALENT AND COMPATIBLE OPTIONS.

LANDSCAPE BY OTHERS AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.

SIGNAGE SHOWN FOR ZONING COMPLIANCE AND APPROVAL ONLY. TEXT MAY CHANGE BASED ON FINAL BRANDING OF THE BUILDING.

01 FIFTH AVENUE (NORTH) BUILDING ELEVATION
SCALE: 1/16" = 1'-0"

CONCEPTUAL ELEVATIONS

DATE: 10/12/2022

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ARCHITECTS AND PLANNERS
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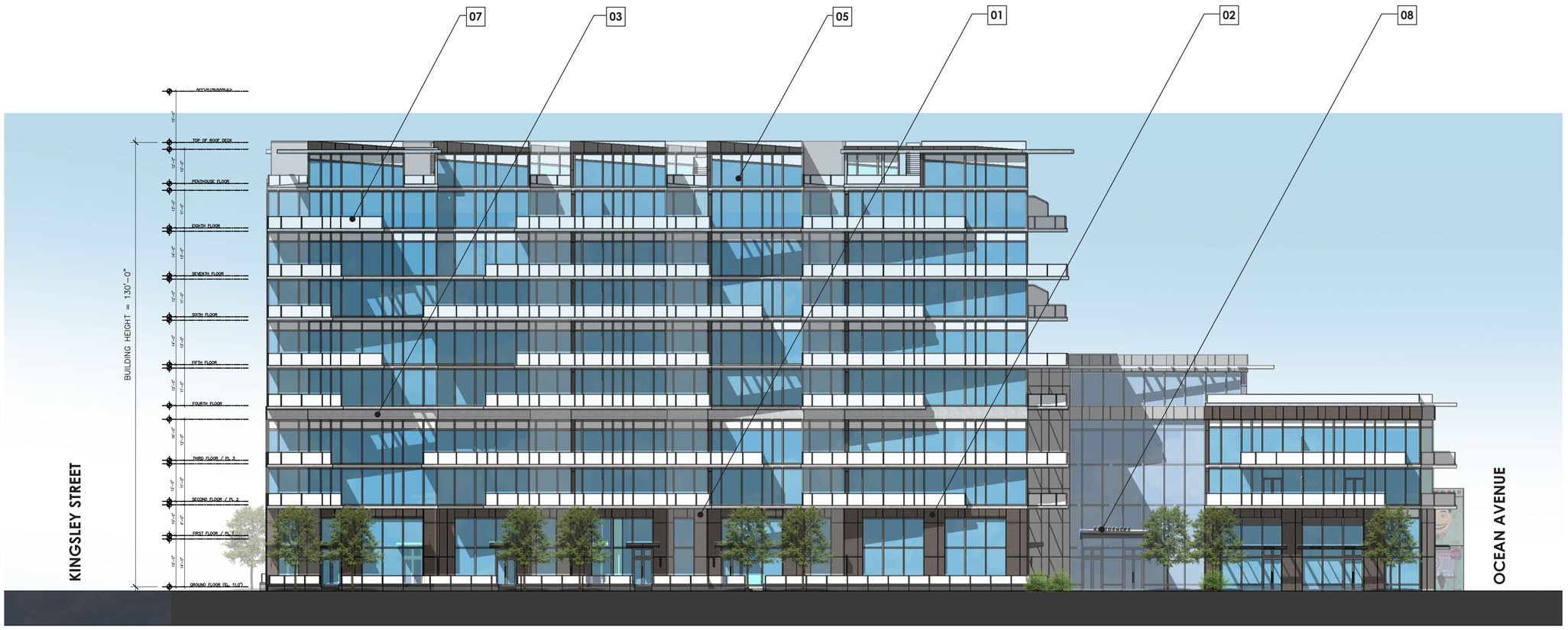
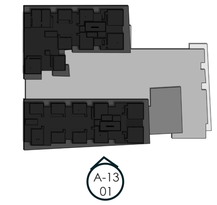


01 FOURTH AVENUE (SOUTH) BUILDING ELEVATION
SCALE: 1/16" = 1'-0"

KEY PLAN:



MATERIALS KEY:

01 TEXTURED FIBER CEMENT PANEL A
02 TEXTURED FIBER CEMENT PANEL B
03 SMOOTH FIBER CEMENT PANEL A
04 SMOOTH FIBER CEMENT PANEL B
05 ARCHITECTURAL GLAZING
06 ARCHITECTURAL LOUVER
07 ARCHITECTURAL GLASS RAILING
08 ARCHITECTURAL METAL CANOPY
09 ARCHITECTURAL GARAGE DOOR

NOTES:

PRODUCTS AND MANUFACTURERS LISTED ARE SUBJECT TO CHANGE AND/OR SUBSTITUTED WITH EQUIVALENT AND COMPATIBLE OPTIONS.

LANDSCAPE BY OTHERS AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.

SIGNAGE SHOWN FOR ZONING COMPLIANCE AND APPROVAL ONLY. TEXT MAY CHANGE BASED ON FINAL BRANDING OF THE BUILDING.

CONCEPTUAL ELEVATIONS

DATE: 10/12/2022

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
TWO GATEWAY CENTER, SUITE 1700, NEWARK, NEW JERSEY 07102

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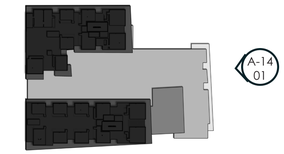
KEY PLAN:



MATERIALS KEY:

01 TEXTURED FIBER CEMENT PANEL A
02 TEXTURED FIBER CEMENT PANEL B
03 SMOOTH FIBER CEMENT PANEL A
04 SMOOTH FIBER CEMENT PANEL B
05 ARCHITECTURAL GLAZING
06 ARCHITECTURAL LOUVER
07 ARCHITECTURAL GLASS RAILING
08 ARCHITECTURAL METAL CANOPY
09 ARCHITECTURAL GARAGE DOOR

NOTES:

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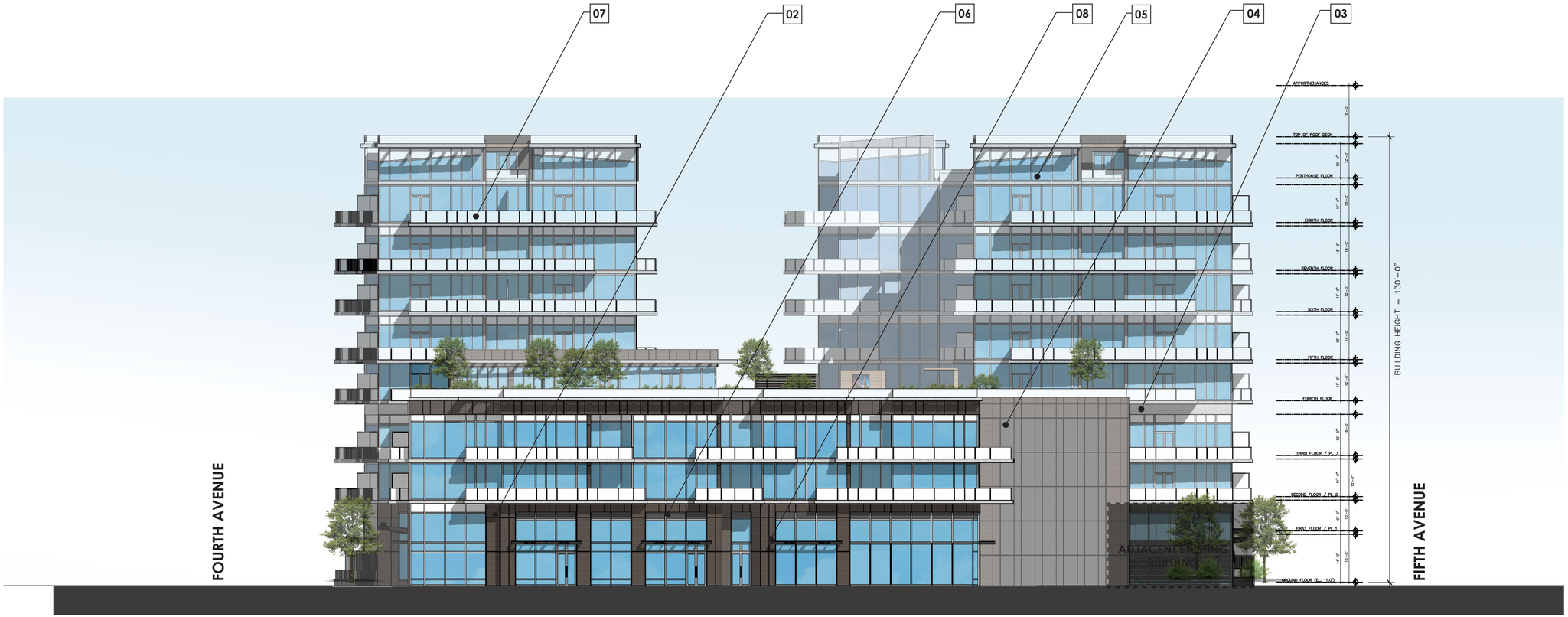
LANDSCAPE BY OTHERS AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.

SIGNAGE SHOWN FOR ZONING COMPLIANCE AND APPROVAL ONLY. TEXT MAY CHANGE BASED ON FINAL BRANDING OF THE BUILDING.



01 OCEAN AVENUE (EAST) BUILDING ELEVATION
SCALE: 1/16" = 1'-0"

CONCEPTUAL ELEVATIONS

DATE: 10/12/2022

MINNO WASKO
ARCHITECTS AND PLANNERS
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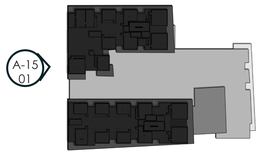
KEY PLAN:



MATERIALS KEY:

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02 TEXTURED FIBER CEMENT PANEL B
03 SMOOTH FIBER CEMENT PANEL A
04 SMOOTH FIBER CEMENT PANEL B
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NOTES:

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LANDSCAPE BY OTHERS AND SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.

SIGNAGE SHOWN FOR ZONING COMPLIANCE AND APPROVAL ONLY. TEXT MAY CHANGE BASED ON FINAL BRANDING OF THE BUILDING.

01 KINSGLEY STREET (WEST) BUILDING ELEVATION
SCALE: 1/16" = 1'-0"

CONCEPTUAL ELEVATIONS

DATE: 10/12/2022

MINNO WASKO
ARCHITECTS AND PLANNERS
80 LAMBERT LANE, SUITE 105, LAMBERTVILLE, NEW JERSEY 08530 MINNOWASKO.COM
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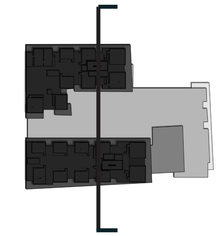
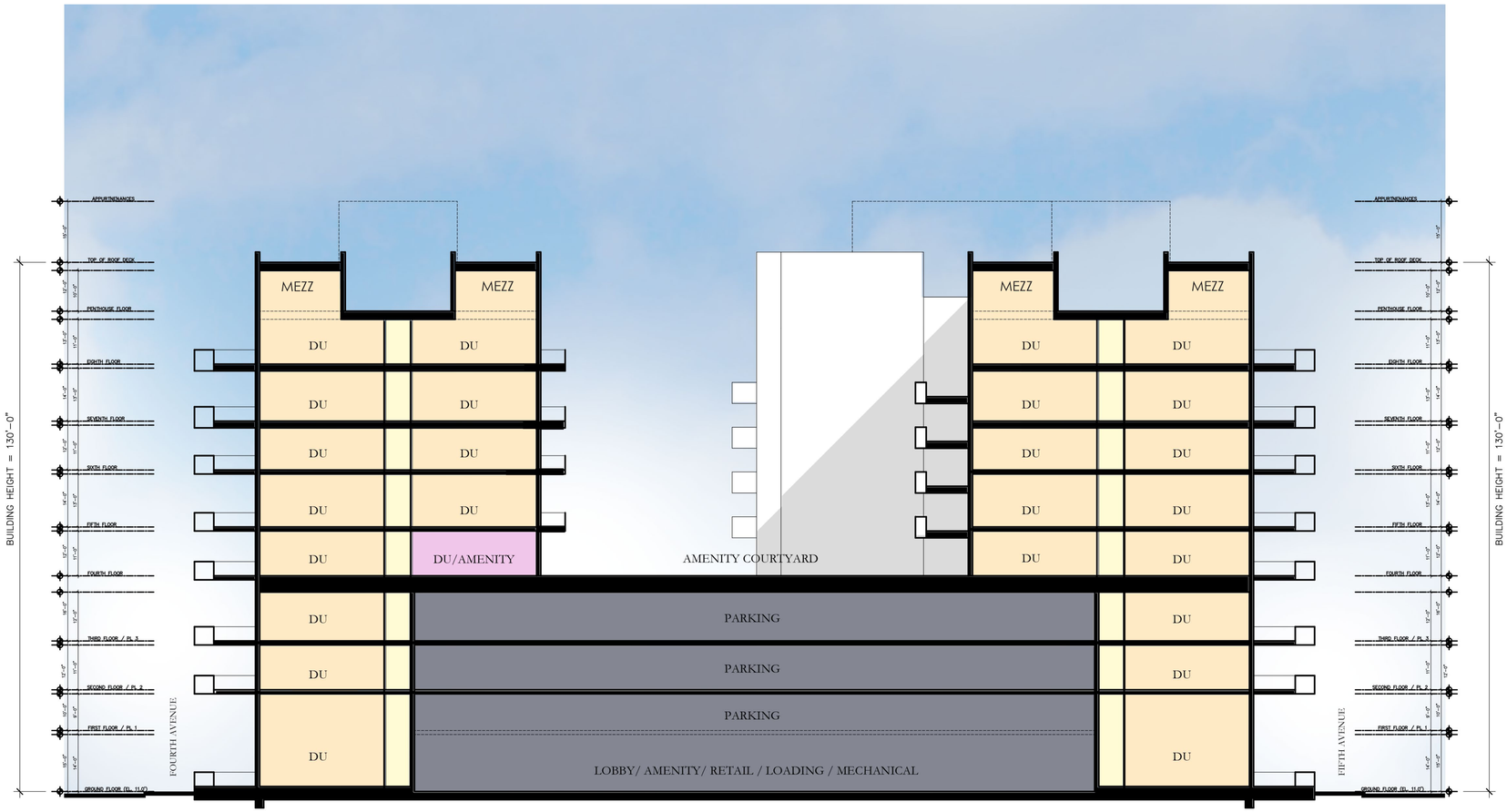
KEY PLAN:





SECTION (S-N)
SCALE: 1/16" = 1'-0"

CONCEPTUAL SECTION

DATE: 10/12/2022

MINNO WASKO
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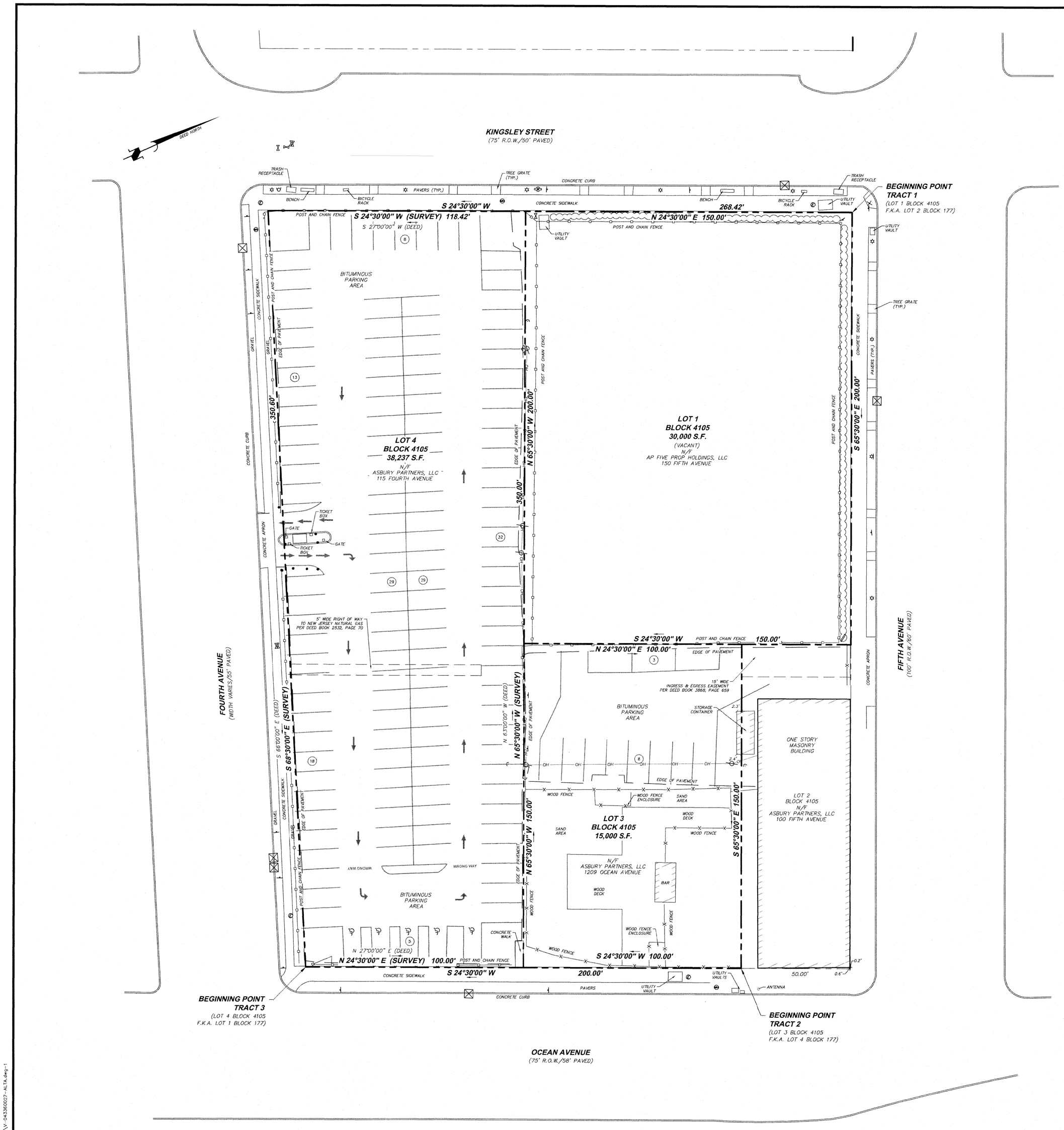


GENERAL NOTES:

1. THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE FOLLOWING:

   A. PLAN ENTITLED "MAP OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY" FILED IN THE MONMOUTH COUNTY CLERK'S OFFICE ON APRIL 22, 1878 AS CASE #7-12.

   B. PLAN ENTITLED "FINAL PLAT, ASBURY PARK REDEVELOPMENT PROJECT, BLOCK 144.01, LOT 1, BLOCK 176, LOT 1.01, BLOCK 207, LOT 1.01, BLOCK 227, LOT 1, BLOCK 230, LOT 1, CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY" FILED IN THE MONMOUTH COUNTY CLERK'S OFFICE ON DECEMBER 22, 2003 CASE #292-20.

   C. PLAN ENTITLED "BOUNDARY AND TOPOGRAPHIC SURVEY, 115 FOURTH AVENUE, BLOCK 4105 LOTS 1 & 4, CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY" PREPARED BY BOWMAN CONSULTING GROUP, LTD. DATED MARCH 8, 2018.

   D. OR BOOK 8038, PAGE 1957 (LOT 3, BLOCK 4105, f/k/a LOT 4, BLOCK 177)

   E. TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY COMMITMENT DATE JULY 27, 2021. FILE NUMBER: MTANJ-166595
   VESTED DEED
   OR BOOK 8692, PAGE 2346 LOT 1, BLOCK 4105
   OR BOOK 8479, PAGE 2625 LOT 2, BLOCK 4105
   OR BOOK 8537, PAGE 5997 LOT 3, BLOCK 4105
   SCHEDULE B, SECTION II — EXCEPTIONS
   5. PUBLIC OR PRIVATE EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY THE PUBLIC RECORD.
   11. ANY TRUST, RIGHT, INTEREST OR CLAIM THAT MAY EXIST, ARISE, OR BE ASSERTED AGAINST THE TITLE UNDER OR PURSUANT TO THE PERISHABLE AGRICULTURAL COMMODITIES ACT OF 1930, AS AMENDED, 7 U.S.C. §499A, ET SEQ., OR ANY SIMILAR STATE OR FEDERAL LAW.
   12. ANY TRUST, RIGHT, INTEREST OR CLAIM THAT MAY EXIST, ARISE, OR BE ASSERTED AGAINST THE TITLE UNDER OR PURSUANT TO THE PACKERS AND STOCKYARD ACT OF 1921, AS AMENDED, 7 U.S.C. §181, ET SEQ., OR ANY SIMILAR STATE OR FEDERAL LAW.
   14. MINERALS OF WHATSOEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, URANIUM, CLAY, ROCK, SAND AND GRAVEL IN, ON, UNDER AND THAT MAY BE PRODUCED FROM THE LAND, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, WHETHER OR NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B. THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED.
   15. ALL CONDITIONS, MATTERS, EASEMENTS AND SETBACK LINES AS SET FORTH ON FILED MAP NO. 292-20.
   16. RESTRICTION CONTAINED IN DEED FROM SAMUEL H. GILLESPIE EXR. & C. TO J. LYLE KINMONTH RECORDED ON MAY 3, 1923 IN BOOK 1318, PAGE 269. (NOT SUPPLIED)
   17. RESTRICTION CONTAINED IN AGREEMENT FROM MABEL B KINMONTH TO HARRY WALTERS ET MINA, HIS UX RECORDED ON FEBRUARY 23, 1950 IN BOOK 2247, PAGE 133. (NOT SUPPLIED)
   20. FOR INFORMATION ONLY: CAFRA PERMIT RECORDED IN OR BOOK 8347, PAGE 9115.
   21. FOR INFORMATION ONLY: AMENDED CAFRA PERMIT RECORDED IN OR BOOK 8530, PAGE 3942.
   26. EASEMENT CONTAINED IN DEED FROM OCEAN KINGSLEY ASSOCIATES, INC. TO GEORGE DENARDO AND LENA DENARDO, HIS WIFE RECORDED ON JANUARY 11, 1974 IN BOOK 3868, PAGE 659. (PLOTTED)
   27. ALL CONDITIONS, MATTERS, EASEMENTS AND SETBACK LINES AS SET FORTH ON FILED MAP NO. 7-12.
   28. TERMS AND CONDITIONS CONTAINED IN DEED FROM JAMES A. BRADLEY TO MARTHA MILLS RECORDED ON DECEMBER 3, 1875 IN BOOK 278, PAGE 152. (NOT PLOTTABLE)
   29. TERMS AND CONDITIONS CONTAINED IN DEED FROM JAMES A. BRADLEY TO LYDIA M. MORGAN, ET ALS RECORDED ON DECEMBER 8, 1891 IN BOOK 492, PAGE 150. (NOT PLOTTABLE)
   30. TERMS AND CONDITIONS CONTAINED IN DEED FROM JAMES A. BRADLEY TO LYDIA M. MORGAN RECORDED ON DECEMBER 12, 1891 IN BOOK 493, PAGE 62.
   31. RIGHT OF WAY AGREEMENT GRANTED TO NEW JERSEY NATURAL GAS COMPANY RECORDED ON OCTOBER 19, 1954 IN BOOK 2532, PAGE 70. (PLOTTED)
   34. RIGHTS OF UTILITY COMPANIES SERVICING THE PREMISES.

   F. CITY OF ASBURY PARK TAX MAP SHEET No. 41.

   G. AN ACTUAL FIELD SURVEY PERFORMED ON THE GROUND BY PS&S, LLC PERSONNEL ON AUGUST 17 & 24, 2021.

2. SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

3. PROPERTY IS LOCATED IN AN AREA HAVING A DESIGNATION OF ZONE "X", OTHER FLOOD AREAS, PER THE CURRENT EFFECTIVE FIRM MAP Nos. 34029C0332F, PANEL 332 OF 457 & 32025C0351F, PANEL 351 OF 457, DATED SEPTEMBER 25, 2009.

4. UNDERGROUND IMPROVEMENTS AND/OR UNDERGROUND ENCROACHMENTS, IF ANY, ARE NOT SHOWN HEREON.

5. THE PREMISES HAS DIRECT PHYSICAL ACCESS TO FOURTH AVENUE.

6. THIS PROPERTY HAS NOT BEEN REVIEWED FOR ANY STATE OF NEW JERSEY TIDELAND CLAIMS THAT MAY ENCUMBER THIS PROPERTY.

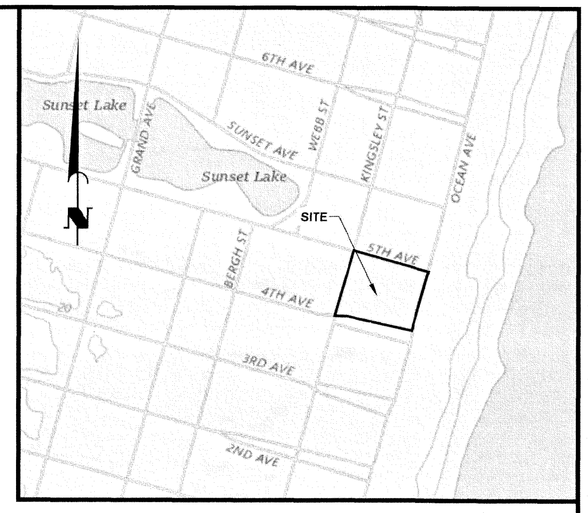
7. NO ATTEMPT HAS BEEN MADE TO IDENTIFY THE PRESENCE/ABSENCE OF FRESHWATER WETLANDS CLAIMS.

8. STREET ADDRESS OF SURVEYED PROPERTY:
   115 FOURTH AVENUE, ASBURY PARK, NEW JERSEY
   100 & 150 FIFTH AVENUE, ASBURY PARK, NEW JERSEY
   1209 OCEAN AVENUE, ASBURY PARK, NEW JERSEY

9. TOTAL AREA: LOT 1 = 30,000 S.F.
   LOT 2 = 15,000 S.F.
   LOT 3 = 38,237 S.F.

10. ZONING REPORT: NOT SUPPLIED

11. NO EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS OBSERVED.



KEY MAP
SCALE: 1"=500'

LEGAL DESCRIPTION

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND, WITH THE BUILDINGS AND IMPROVEMENTS THEREON ERECTED, SITUATE, LYING AND BEING IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY.

TRACT 1 (LOT 1, BLOCK 4105, FKA LOT 2, BLOCK 177):
BEGINNING AT A POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF FIFTH AVENUE, (100 FEET WIDE), WITH THE SOUTHEASTERLY LINE OF KINSLEY STREET, (75 FEET WIDE) AND FROM SAID BEGINNING POINT; RUNNING THENCE
1. ALONG SAID SOUTHWESTERLY LINE OF FIFTH AVENUE, SOUTH 65 DEGREES 30 MINUTES 00 SECONDS EAST, 200.00 FEET TO A POINT THEREIN; THENCE
2. SOUTH 24 DEGREES 30 MINUTES 00 SECONDS WEST, 150.00 FEET TO A POINT; THENCE
3. NORTH 65 DEGREES 30 MINUTES 00 SECONDS WEST, 200.00 FEET TO A POINT IN SAID SOUTHEASTERLY LINE OF KINGSLEY STREET; THENCE
4. ALONG SAME, NORTH 24 DEGREES 30 MINUTES 00 SECONDS EAST, 150.00 FEET TO THE SOUTHEAST CORNER OF SAID FIFTH AVENUE AND KINGSLEY STREET, SAID POINT BEING THE POINT AND PLACE OF BEGINNING.

TRACT 2 (LOT 3, BLOCK 4105, FKA LOT 4, BLOCK 177):
BEGINNING AT A POINT IN THE WESTERLY LINE OF OCEAN AVENUE, WHICH SAID POINT IS DISTANT 50.00' ON A COURSE OF SOUTH 24 DEGREES 30 MINUTES WEST FROM THE SOUTHWESTERLY COMER OF FIFTH AVENUE AND OCEAN AVENUE; RUNNING THENCE
1. SOUTH 24 DEGREES 30 MINUTES WEST ALONG THE WESTERLY LINE OF OCEAN AVENUE 100.00'; THENCE
2. NORTH 65 DEGREES 30 MINUTES WEST 150.00'; THENCE
3. NORTH 24 DEGREES 30 MINUTES EAST 100.00'; THENCE
4. SOUTH 65 DEGREES 30 MINUTES EAST 150.00' TO THE WESTERLY LINE OF OCEAN AVENUE AND POINT AND PLACE OF BEGINNING

TRACT 3 (LOT 4, BLOCK 4105, FKA LOT 1, BLOCK 177):
BEGINNING AT A POINT WHERE THE NORTHERLY LINE OF FOURTH AVENUE INTERSECTS THE WESTERLY LINE OF OCEAN AVENUE, AND RUNNING, THENCE
1. NORTH 27 DEGREES 00 MINUTES EAST ALONG THE WESTERLY LINE OF OCEAN AVENUE 100.00 FEET TO A POINT; THENCE
2. NORTH 63 DEGREES 00 MINUTES WEST 350.00 FEET TO A POINT IN THE EASTERLY LINE OF KINGSLEY STREET; THENCE
3. ALONG THE EASTERLY LINE OF KINGSLEY STREET SOUTH 27 DEGREES 00 MINUTES WEST 118.42 FEET TO A POINT WHERE THE SAME INTERSECTS THE NORTHERLY LINE OF FOURTH AVENUE; THENCE
4. ALONG THE NORTHERLY LINE OF FOURTH AVENUE SOUTH 66 DEGREES 00 MINUTES EAST 350.60 FEET TO THE POINT OR PLACE OF BEGINNING.

TO

- SOMERSET DEVELOPMENT L.L.C.
- MADISON TITLE AGENCY, LLC
- STEWART TITLE GUARANTY COMPANY
- GIORDANO, HALLERAN & CIESLA, P.C.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 6(b), 7(a), 7(c), (IF APPLICABLE) 8, 9, 10(a), 11(a), 16 AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 24, 2021.

DATE: 8/24/2021

THOMAS J. MURPHY
LICENSED PROFESSIONAL LAND SURVEYOR No. 24GS03720700

LEGEND

SYMBOLS
- BOLLARD
- CLEAN OUT
- CROSS CUT
- ELECTRIC MANHOLE
- ELECTRIC METER
- FIRE HYDRANT
- FLARED END SECTION
- GAS METER
- GAS VALVE
- GUY ANCHOR
- IRON PIN FOUND
- IRON PIPE FOUND
- LIGHT POLE
- MAILBOX
- MANHOLE
- MARKER POST
- MONITOR WELL
- MONUMENT FOUND
- OUTLET CONTROL STRUCTURE
- PILING
- R.R. SPIKE FOUND
- SANITARY MANHOLE
- SHD MANHOLE
- SIGN
- SOIL BORING
- SPRINKLER HEAD
- STORM INLET
- STORM MANHOLE
- TELEPHONE MANHOLE
- TEST LEAD
- TEST PIT
- TRAFFIC STANDARD
- UTILITY BOX
- UTILITY POLE
- VENT PIPE
- WATER SERVICE
- WATER METER
- WATER VALVE
- WETLAND FLAG

SPOT ELEVATION

TREE

LINES
- CONTOUR LINE (MAJOR)
- CONTOUR LINE (MINOR)
- DEPRESSED CURB
- EASEMENT LINE
- EDGE OF WOODS
- ELECTRIC MARKOUT
- FENCE
- GAS MARKOUT
- GUIDE RAIL
- HEDGE
- OVERHEAD WIRE
- R.O.W. LINE/LOT LINE
- SANITARY LINE/MARKOUT
- STORM LINE/MARKOUT
- TELEPHONE MARKOUT
- WATER MAIN MARKOUT
- WATER SERVICE MARKOUT
- WETLANDS

GRAPHIC SCALE
20 10 0 20 40
(IN FEET)
1 INCH = 20 FEET

No.	DATE	BY	DESCRIPTION
			REVISIONS

ALTA/NSPS LAND TITLE SURVEY

BLOCK 4105, LOTS 1, 3 & 4

TAX MAP SHEET No. 41

CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

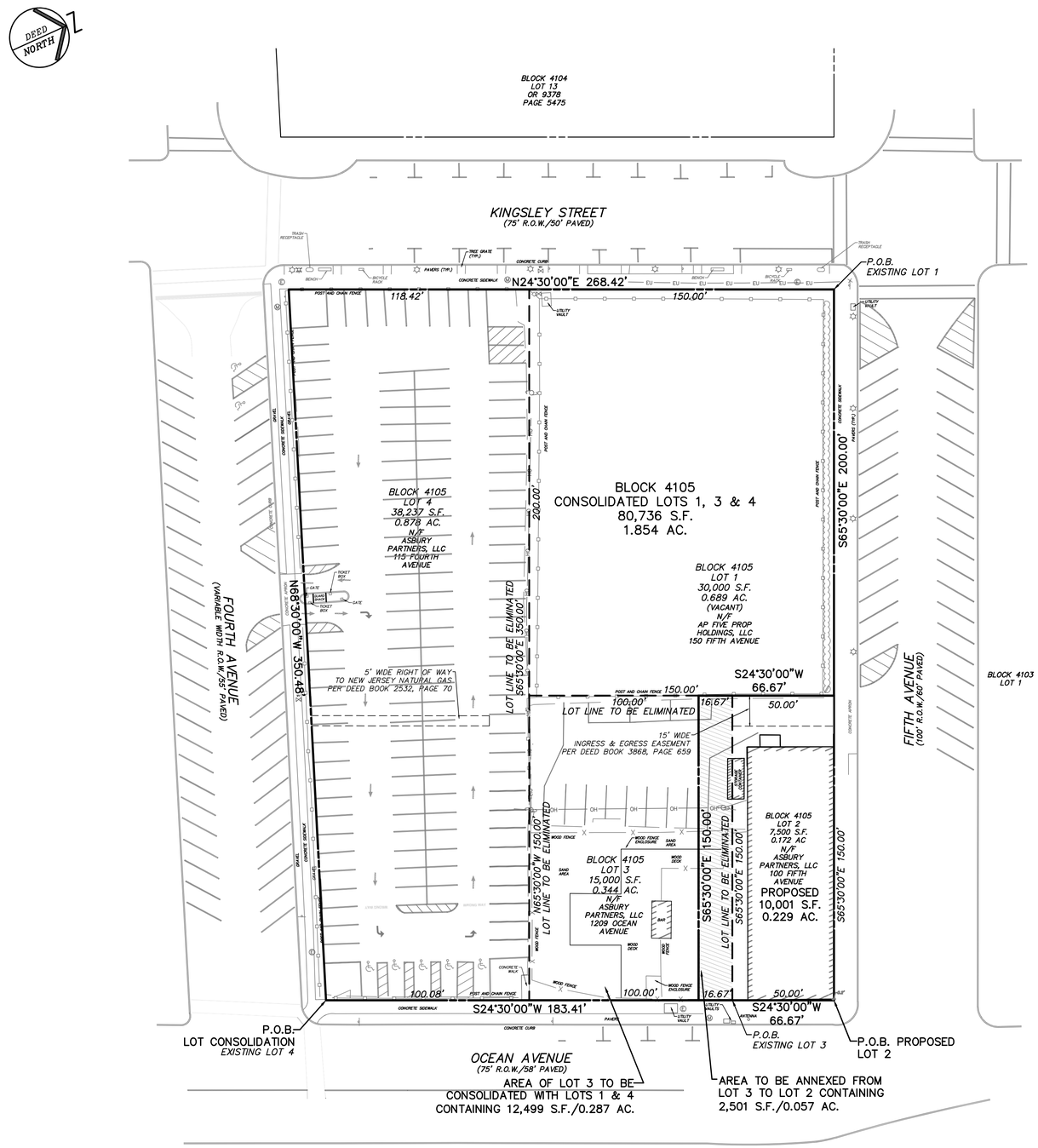
PS&S
DW SMITH
1450 STATE ROUTE 34
WALL TOWNSHIP, NJ 07753
(732) 363-5850
WWW.PSANDS.COM
WWW.DWSMITH.COM

ENGINEERS ▼ PLANNERS ▼ SURVEYORS
ENVIRONMENTAL SERVICES ▼ COMMUNITY ASSN. SERVICES ▼ LANDSCAPE ARCHITECTS
NJ CERTIFICATE OF AUTHORIZATION 24GA28122400

THOMAS J. MURPHY
PROFESSIONAL LAND SURVEYOR
N.J. P.L.S. No. 24GS03720700

PROJECT No.:	043360027
DATE:	AUGUST 24, 2021
DESIGNED BY: J.A.H.	SCALE: 1" = 20'
DRAWN BY: C.A.K.	REVIEWED BY: J.A.H.
SHEET: 1 OF: 1	

Plotted: 08/27/21 – 11:53 AM, By: ckelly
File: S:\Projects\2021\043360027\CAD\Sheets\V-043360027-ALTA.dwg-1



REV./ ISSUE	DATE	DESCRIPTION

LEGEND

- STORM INLET
- SIGN
- UTILITY POLE
- FIRE HYDRANT
- LIGHT
- TC — TOP OF CURB
- DC — DEPRESSED CURB
- BC — BOTTOM OF CURB
- FLOOD LIGHT
- BOLLARD POST
- SPRINKLER
- T — TELEPHONE
- G — GAS
- EU — UNDERGROUND ELECTRIC
- O/H — OVERHEAD WIRES
- X — CHAIN LINK FENCE
- EDGE OF PAVEMENT
- E — ELECTRIC BOX
- IRON PIPE/IRON PIN
- CONCRETE MONUMENT
- TREE
- WV — WATER VALVE
- GV — GAS VALVE
- S — SANITARY MANHOLE
- D — STORM MANHOLE
- E — ELECTRIC MANHOLE
- T — TELEPHONE MANHOLE
- W — WATER MANHOLE

WPRA ZONING - WATERFRONT CENTER REDEVELOPMENT PLAN

CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

ZONING INFORMATION	REQUIRED
ZONING DISTRICT	WPRA
BUILDING AREA (S.F.)	N/A
MINIMUM AREA REQUIREMENTS	
MIN. LOT AREA (S.F.)	15,000
MIN. LOT FRONTAGE (FEET)	100
MINIMUM REQUIRED YARD AREAS	
FRONT YARD SETBACK (FEET)	0
MAXIMUM REQUIREMENTS	
MAX. BUILDING HEIGHT (STORIES)	4
MAX. IMPERVIOUS COVERAGE (%)	90
MINIMUM PARKING AND LOADING REQUIREMENTS	
MIN. NUMBER PARKING SPACES**	0

LOT AREA SUMMARY

EX. BLOCK 4105, LOT 1	30,000 S.F./0.689 AC.
EX. BLOCK 4105, LOT 2	7,500 S.F./0.172 AC.
EX. BLOCK 4105, LOT 3	15,000 S.F./0.344 AC.
EX. BLOCK 4105, LOT 4	38,237 S.F./0.878 AC.
TOTAL AREA	90,737 S.F./2.083 AC.
AREA OF EX. LOT 3 TO BE ANNEXED TO EX. LOT 2	2,501 S.F./0.057 AC.
AREA OF EX. LOT 2	7,500 S.F./0.172 AC.
TOTAL AREA OF PROPOSED LOT 3	10,001 S.F./0.229 AC.
AREA OF EX. LOT 3 TO BE CONSOLIDATED WITH EX. LOTS 1 & 4	12,499 S.F./0.287 AC.
AREA OF EX. LOT 1 TO BE CONSOLIDATED WITH EX LOTS 3 & 4	30,000 S.F./0.689 AC.
AREA OF EX. LOT 4 TO BE CONSOLIDATED WITH EX LOTS 1 & 3	38,237 S.F./0.878 AC.
TOTAL AREA OF PROPOSED CONSOLIDATED LOT	80,736 S.F./1.854 AC.
TOTAL AREA	90,737 S.F./2.083 AC.

OWNERS

BLOCK 4105, LOT 1
AP FIVE PROP HOLDINGS LLC
1100 NORTH OCEAN AVE.
ASBURY PARK, NJ 07712
(732) 447-1143

BLOCK 4105, LOTS 3 & 4
ASBURY PARTNERS LLC
1100 NORTH OCEAN AVE. UNIT F
ASBURY PARK, NJ 07712
(732) 447-1143

APPLICANT

SOMERSET DEVELOPMENT
101 CRAWFORDS CORNER ROAD
HOLMDEL, NJ 07733
(732) 367-2828

APPROVALS

APPROVED BY THE CITY OF ASBURY PARK PLANNING BOARD

PLANNING BOARD CHAIRMAN — DATE

PLANNING BOARD SECRETARY — DATE

REFERENCES:

1. CITY OF ASBURY PARK TAX MAP SHEET 41.

2. MAP ENTITLED "ALTA/NSPS LAND TITLE SURVEY, BLOCK 4105, LOTS 1, 3 & 4, TAX MAP SHEET NO. 41, CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY" PREPARED BY PAULUS, SOKOLOWSKI & SARTOR/DW SMITH DATED AUGUST 24, 2021.

NOTES:

1. HORIZONTAL DATUM IS BASED ON DEED NORTH.

2. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.

3. THIS SURVEY IS ONLY VALID IF THE SURVEYORS EMBOSSED SEAL IS AFFIXED.

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

PAULUS, SOKOLOWSKI AND SARTOR, LLC.
3 MOUNTAINVIEW ROAD
P.O. BOX 4039
WARREN, NJ 07059
PHONE: (732) 560-9700
CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

ALL DIMENSIONS MUST BE VERIFIED BY THE CONTRACTOR. NOTIFY PAULUS, SOKOLOWSKI AND SARTOR, LLC. OF ANY CONFLICTS, ERRORS, AMBIGUITIES OR DISCREPANCIES IN THE CONTRACT DRAWINGS OR SPECIFICATIONS BEFORE PROCEEDING WITH CONSTRUCTION.

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BRAD JOSHNICK
PROFESSIONAL LAND SURVEYOR
N.J. LIC. NO. 37947

NEW JERSEY LICENSED PROFESSIONAL LAND SURVEYOR NO. GS03794700

Brad Joshnick — 6/16/2022
SIGNATURE — DATE

PROJECT

BLOCK 4105
LOTS 1, 3 & 4

CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

SHEET TITLE

MINOR SUBDIVISION AND LOT CONSOLIDATION MAP

PROJECT NO.: 04336-0026 — DRAWN BY: BJF
SCALE: 1"=30' — CHECKED BY: BJ
DATE: 6/16/22 — SHEET 1 OF 1
SHEET NO. 1 OF 1

Attachment: GHCDOCS-#5973313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth Avenue (Block 4105, Lots 1, 3 and 4) presentation)

Education

Energy Utility

Healthcare

Public Works

Real Estate

Science & Technology

PROPOSED BLOCK 4105, LOT 2
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

BEGINNING at a point, said point being the intersection of the southerly right-of-way of Fifth Avenue (100 foot wide right-of-way) with the westerly right-of-way of Ocean Avenue (75 foot wide right-of-way), and running, thence;

1. Along said westerly right-of-way, South 24°30'00" West a distance of 66.67 feet to a point, thence;

2. Along a new line creating the northerly line of Consolidated Lots 1, 3 & 4, North 65°30'00" West a distance of 150.00 feet to a point in the easterly line of Consolidated Lots 1, 3 & 4, thence;

3. Along said easterly line, North 24°30'00" East a distance of 66.67 feet to a point southerly right-of-way of Fifth Avenue, thence;

4. Along said southerly right-of-way, South 65°30'00" West a distance of 150.00 to the **POINT OF BEGINNING**.

Containing an area of 10,001 square feet or 0.229 acres more or less.

Also subject to a 15' wide Ingress & Egress Easement as described in Deed Book 3868, Page 659.

STATE OF NEW JERSEY
BRAD R. JOSHNICK
No. GS03794700
PROFESSIONAL LAND SURVEYOR

Brad Joshnick

Brad Joshnick
Professional Land Surveyor
NJ License No. 37947
June 16, 2022

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com

Attachment: GHCDOCS-#597313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and

Education

Energy Utility

Healthcare

Public Works

Real Estate

Science & Technology

PROPOSED LOT CONSOLIDATION
BLOCK 4105, LOTS 1, 3 & 4
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

BEGINNING at a point, said point being the intersection of the westerly right-of-way of Ocean Avenue (75 foot wide right-of-way) with the northerly right-of-way of Fourth Avenue (variable width right-of-way), and running, thence;

1. Along said northerly right-of-way, North 68°30'00" West a distance of 350.48 feet to a point in the easterly right-of-way of Kingsley Street (75 foot wide right-of-way), thence;

2. Along said easterly right-of-way, North 24°30'00" East a distance of 268.42 feet to a point in the southerly right-of-way of Fifth Avenue, thence;

3. Along said southerly line, South 65°30'00" East a distance of 200.00 feet to a point, thence;

4. Along the westerly line of Lot 2, Block 4105, South 24°30'00" West a distance of 66.67 feet to a point, thence;

5. Along the southerly line of said Lot 2, South 65°30'00" East a distance of 150.00 feet to a point in the westerly right-of-way of Ocean Avenue, thence;

6. Along said westerly right-of-way, South 24°30'00" West a distance of 183.41 feet to the **POINT OF BEGINNING**.

Containing an area of 80,736 square feet or 1.854 acres more or less.

Subject to a 5' wide right-of-way to New Jersey Natural Gas as described in Deed Book 2532, Page 70.

STATE OF NEW JERSEY
BRAD J. JOSHNICK
No. GS03794700
PROFESSIONAL LAND SURVEYOR

Brad Joshnick

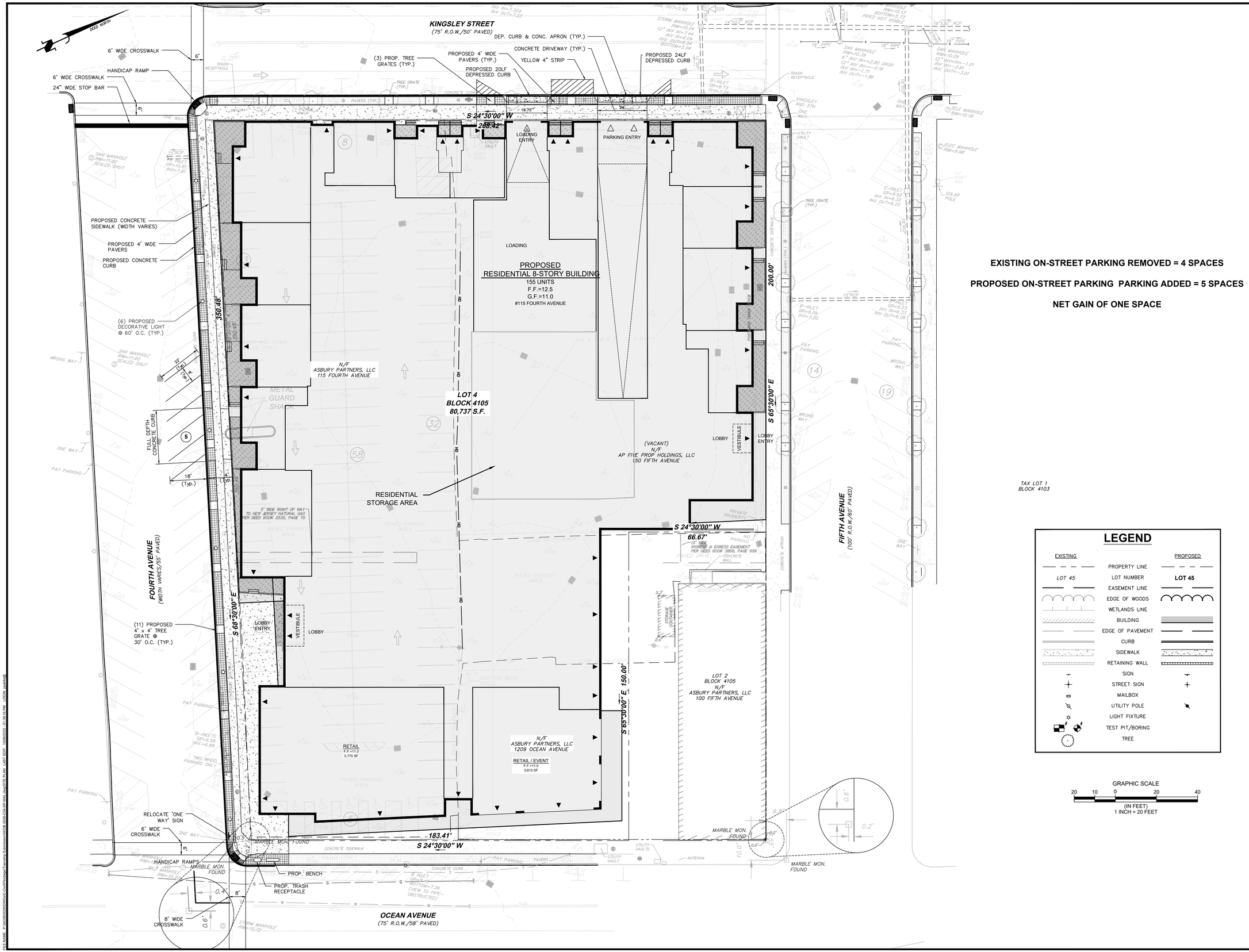
Brad Joshnick
Professional Land Surveyor
NJ License No. 37947
June 16, 2022

3 Mountainview Road
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com

Attachment: GHCDOCS-#597313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and



REV. / ISSUE	DATE	DESCRIPTION

CONSULTANT

ORIENTATION / KEY PLAN

CLIENT

PAULUS, SOKOLOWSKI AND SARTOR, LLC.
3 MOUNTAINVIEW ROAD
P.O. BOX 4039
WARREN, NJ 07059
PHONE: (732) 560-9700
CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

ALL DIMENSIONS MUST BE VERIFIED BY THE CONTRACTOR. NOTIFY PAULUS, SOKOLOWSKI AND SARTOR, LLC. OF ANY CONFLICTS, ERRORS, AMBIGUITIES OR DISCREPANCIES IN THE CONTRACT DRAWINGS OR SPECIFICATIONS BEFORE PROCEEDING WITH CONSTRUCTION.

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PROJECT
PRELIMINARY AND FINAL SITE PLAN

ASBURY PARK
115 FOURTH AVE.
BLOCK 4105, LOTS 1, 3 & 4

CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

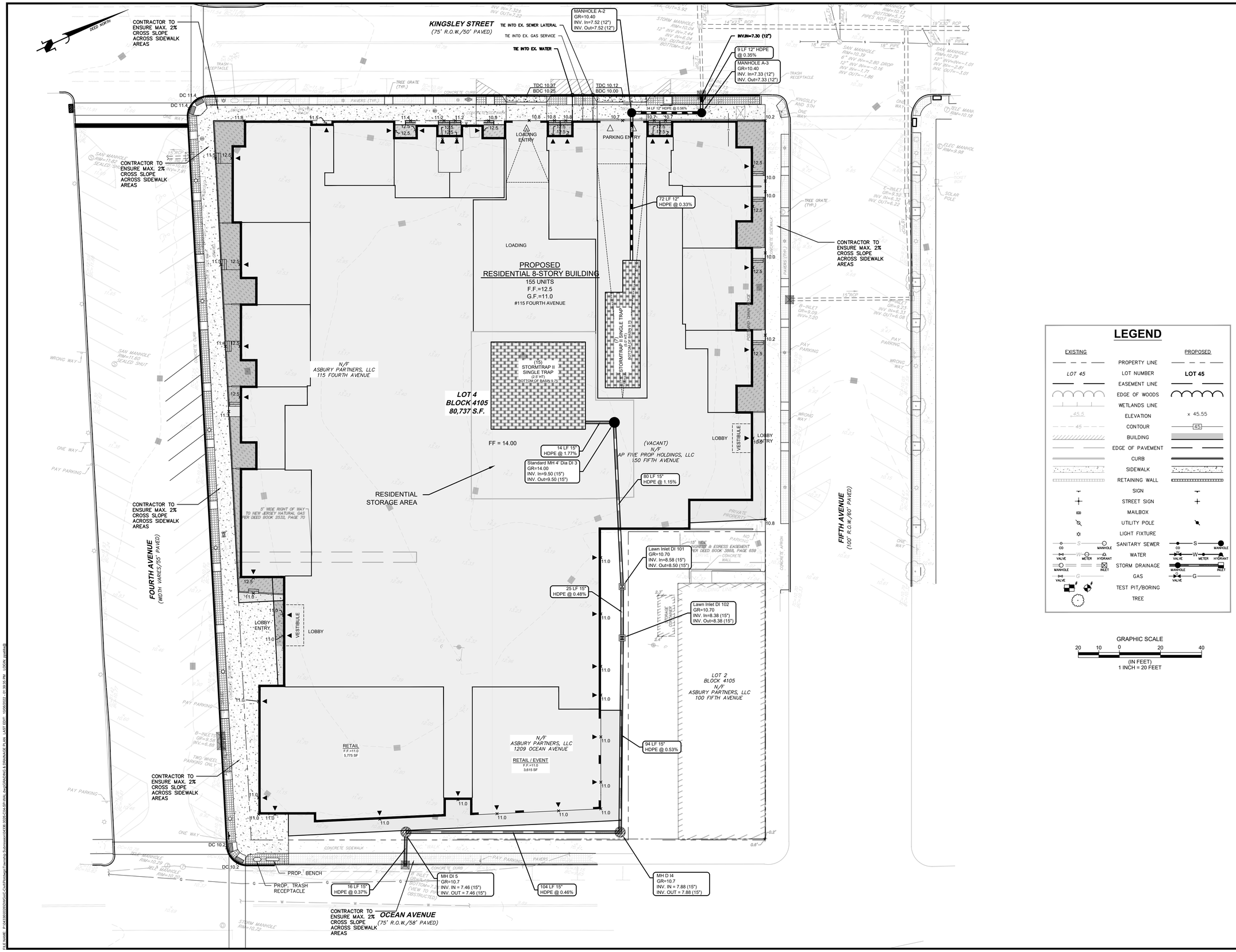
SHEET TITLE

SITE PLAN

PROJECT NO.:	04336.0026	DRAWN BY:	P.T.
SCALE:	as shown	CHECKED BY:	R.E.
DATE:	10/29/2021	SHEET C-04 OF	10

SHEET NO.
C-04

Attachment: GHCDOCS-#597313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth Avenue (Block 4105, Lots 1, 3 and 4) presentation)



REV. / ISSUE	DATE	DESCRIPTION

CONSULTANT

ORIENTATION / KEY PLAN

CLIENT

PAULUS, SOKOLOWSKI AND SARTOR, LLC.
3 MOUNTAINVIEW ROAD
P.O. BOX 4039
WARREN, NJ 07059
PHONE: (732) 560-9700
CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

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PROJECT
PRELIMINARY AND FINAL SITE PLAN

ASBURY PARK
115 FOURTH AVE.
BLOCK 4105, LOTS 1, 3 & 4

CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

SHEET TITLE

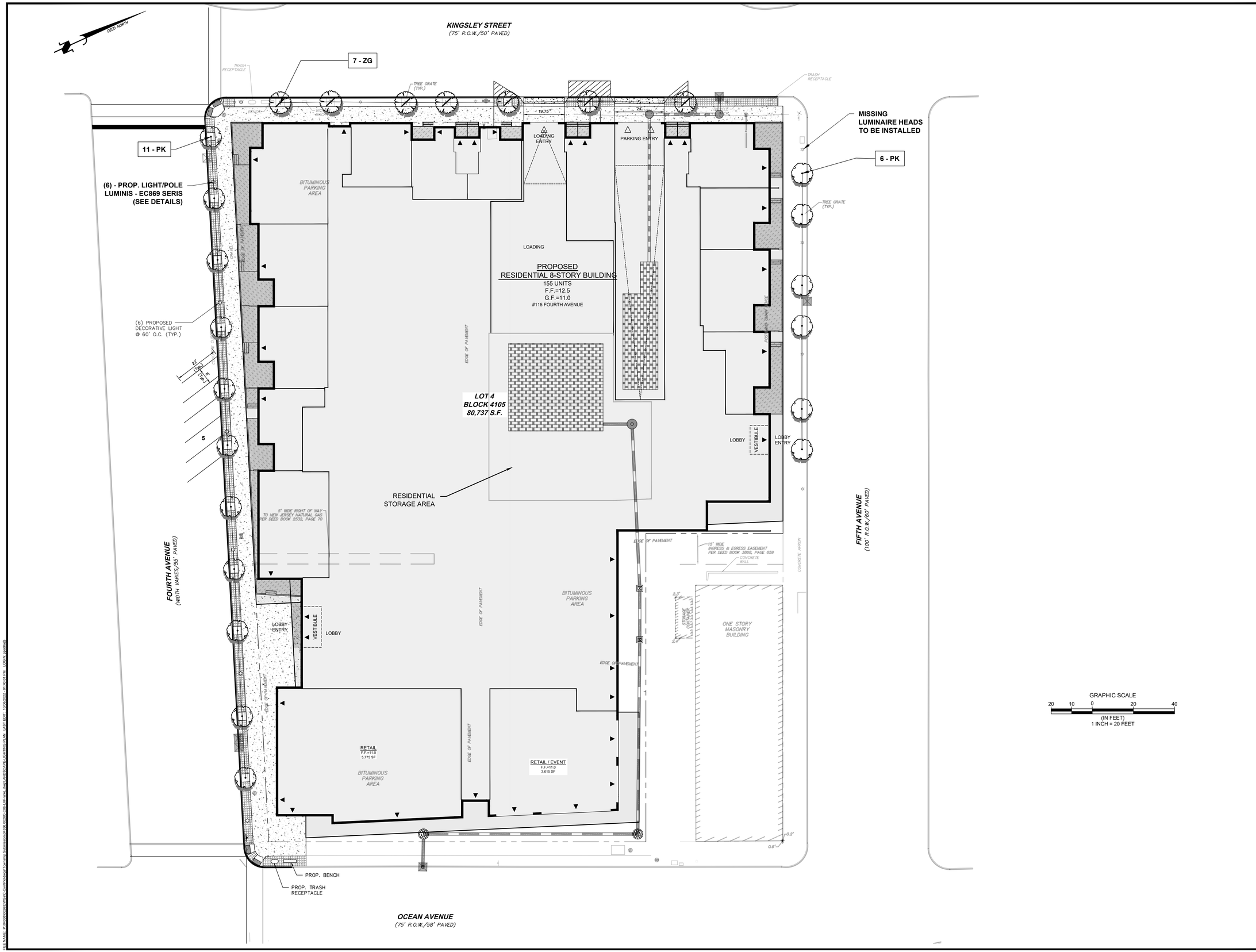
GRADING, DRAINAGE & UTILITY PLAN

PROJECT NO.:	04336.0026	DRAWN BY:	P.T.
SCALE:	as shown	CHECKED BY:	R.E.
DATE:	10/29/2021	SHEET C-05 OF	10

SHEET NO.

C-05

Attachment: GHCDOCS-#5973313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22)_(2022-67_:_1209_Ocean_Avenue,_100_Fifth_and_115_Fourth_Avenue_(Block_4105,_Lots_1,_3_and_4)_presentation)



REV. / ISSUE	DATE	DESCRIPTION

CONSULTANT

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PHONE: (732) 560-9700

CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

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PROJECT
PRELIMINARY AND FINAL SITE PLAN

ASBURY PARK
115 FOURTH AVE.
BLOCK 4105, LOTS 1, 3 & 4

CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

SHEET TITLE

LANDSCAPE & LIGHTING PLAN

PROJECT NO.:	04336.0026	DRAWN BY:	P.T.
SCALE:	AS SHOWN	CHECKED BY:	R.E.
DATE:	08/22/2022	SHEET	C-06 OF 12

SHEET NO.

C-06

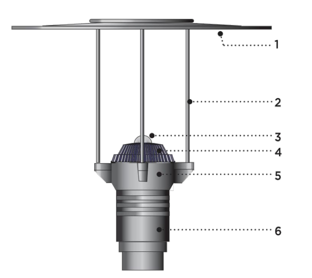
Attachment: GHCDOCS-#597313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth Avenue (Block 4105, Lots 1, 3 and 4) presentation)

LUMINIS

EC869 SERIES
ECLIPSE MAXI - LED
8" Pole/Wall mount

TYPE: ______ QUANTITY: ______ PROJECT: ______

CATALOG NUMBER:								
	FIXTURE	WATTAGE	VOLTAGE	FINISH	OPTION	OPTION	OPTION	OPTION



1- Ø 30" x .090" (2.3mm) thick hard aluminum top shade. Underside surface is painted white enamel to optimize light performance.
2- Set of 4 X 1/2" (13mm) solid aluminum struts.
3- LED sealed optical beam control lens.
4- Cast aluminum LED heat sink.
5- Cast aluminum upper electrical housing.
6- Cast aluminum lower electrical housing.

EC869

MATERIALS
Eclipse is made of corrosion resistant 356 aluminum alloy with a copper (CU) content of less than 0.1%.
LED printed circuit board is assembled with a cast aluminum heat sink designed with fins pattern to optimize heat dissipation and luminaire efficacy. The driver is enclosed in a separate cast aluminum chamber allowing a quick access for electrical maintenance without disturbing the optical light chamber.
The lower cast aluminum housing fits on a 4" (102mm) or 5" (127mm) pole and contains all electrical controls on a removable tray.

ELECTRICAL
LED

DRIVER Standard driver is 0-10V dimming-ready (dims to 10%) with: 120-277 multi-volt compatibility (50-60Hz), optional 347V on request, minimum operating temperature of -30ºC/-22ºF, output over voltage protection, output over current protection, output short circuit protection with auto-recovery, and over temperature protection (110ºC).

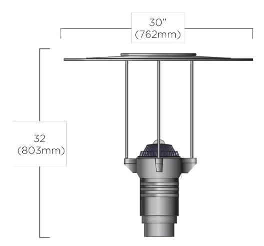
LED Standard 4000K/80CRI. Optional 2700K, 3000K and 3500K. Removable modular LED platform.

LIFE
75,000hrs $L_{86}B_{50}$ (based on IESNA TM-21 Test Method and LM-80 data).
145,000hrs $L_{70}B_{50}$ (calculated projection from LM-80 data).

FINISH
Five-stage preparation process including preheating of cast parts for air extraction, and an environmentally friendly alloy sealant. Polyester powder coating is applied through an electrostatic process and oven cured for long term finish.

MOUNTING
Maximum weight: 31 lbs (14 kg)
Eclipse is designed for ease of access and installation.
Standard luminaire fits on a 4" (102mm) or 5" (127mm) pole.
Alternate poles or wall attachments are proposed with high quality components to meet multiple installation conditions.

CERTIFICATION
Tested to UL1598 and CSA 22.2 #250. ETL listed wet location.
Photometric testing performed by an independent laboratory in accordance with IES LM-79-08 standards at 25ºC. Lumen depreciation in accordance with IESNA LM80 standards. Rated IP65.

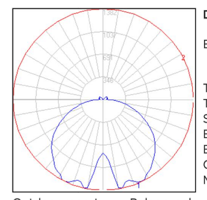


EC869
EPA: 0.7

June 2021 Rev.1

EC869 SERIES
ECLIPSE MAXI - LED

TYPICAL PHOTOMETRY SUMMARY


Outdoor report Polar graph

Descriptive Information

EC869-L1W65r1

Total Lms: 5234 Lumens
Total Input Watts: 57.5 W
Source: LED
Efficacy: 91 Lumens/Watt
BUG: B2-U3-G2
CCT/CRI: 4000K/80
Maximum Candela: 1382 @ 25ºV

Please visit our web site www.luminis.com for complete I.E.S. formatted download data.

LUMINAIRE SELECTION

MODEL#

☐ EC869

LED LIGHT SELECTION

SUFFIX	INPUT WATTS	DELIVERED LUMENS	CRI	CCT ºK
☐ L1W30R1	33W	3378		
☐ L1W48R1	46W	4412	80	4000K
☐ L1W65R1	58W	5234		

VOLTAGE [1]
☐ 120V
☐ 277V
Optional
☐ 347V

FINISH
STANDARD COLORS
☐ WHT Snow white
☐ BKT Jet black
☐ BZT Bronze
☐ MST Matte silver
☐ GRT Titanium gray
☐ DGT Gun metal
☐ CHT Champagne
☐ SGT Steel gray
☐ BGT English cream

OPTIONAL COLORS
☐ CS Custom color
☐ RAL RAL# color

(Refer to color chart)

OPTIONS

ELECTRICAL
☐ **FS** Fuse [2]
☐ **PH** Photocell [2]
☐ **347L** 347V input power driver

LIGHT
Alternate CCT ºK LED (LCF: Lumen conversion factor). (Apply multiplier to listed values for lumens output reference).
☐ **K27** 2700K CCT 80 CRI (LCF: 0.91)
☐ **K3** 3000K CCT 80 CRI (LCF: 0.94)
☐ **K35** 3500K CCT 80 CRI (LCF: 0.98)
NOTE: Other CCT & higher CRI available, please consult factory.

MOUNTING
☐ **AC8** Pole mount attachment with 45º support
☐ **2AC8** Double pole mount attachment with 45º support at 180º
☐ **AW8** Wall mount attachment with 45º support
☐ **EC8P** Pole mount attachment with stacked arms
☐ **2EC8P** Double pole mount attachment with 2 stacked arms at 180º
☐ **EC8W** Wall mount attachment with stacked arms
☐ **ECM4T** Post top mounting on 4" (102mm) pole
☐ **ECM5T** Post top mounting on 5" (127mm) pole
☐ **TN3** 3" Tenon pole adaptor [3]
☐ **PR8** Pedestal mount adaptor

CONTROL
☐ **NLTAIR2** nLight AIR Control gen2, Pole mounted black sensor. [4, 5, 6]

NOTES
1- Luminaires are factory prewired for 120V (if no voltage is specified). For other voltages, please specify with catalog number or consult factory.
2- Fuse and photocell options are normally installed with poles when specified with Luminis luminaires (except for other types of mounting).
3- 3" tenon pole adaptor only required for 3" O.D. poles by others.
4- Not compatible with PH, Wall mounts, Double Pole Mounts, TN3, PR8.
5- Only available with PAA5xx (Ø5" poles).
6- White sensor available upon request.

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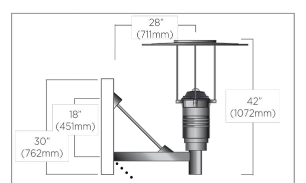
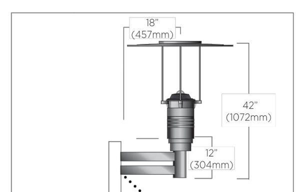
EC869 SERIES
ECLIPSE MAXI - LED

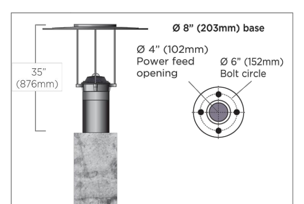
POLE MOUNT



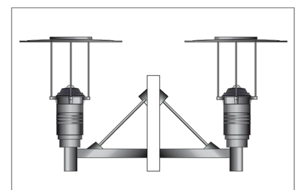
AC8
1" X 3" (25x76mm) extruded aluminum extended arm pole mounting adaptor designed to fit with Ø 4" to 5" poles. Ø 1/2" X 45º standard natural stainless steel rod support. (EPA: 0.7)

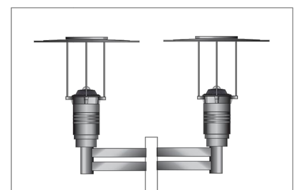


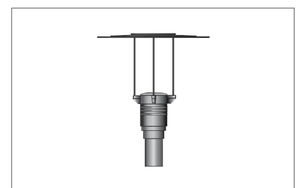
EC8P
Set of (2) 1" X 3" (25x76mm) extruded aluminum side pole straight mounting. Pole mounting adaptor fits with Ø 4" to 5" poles. (EPA: 0.97)

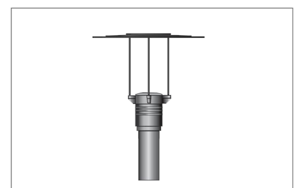


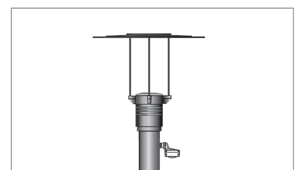
PR8
Ø 8" (203mm) X 8 3/4" (222mm) H. extruded aluminum stand designed for short walls or pier mount.


2AC8
Double pole mount attachment with 45º support at 180º


2EC8P
Double pole mount attachment with 2 stacked arms at 180º


ECM4T
To be installed on Ø 4" (102mm) pole


ECM5T
To be installed on Ø 5" (127mm) pole


NLTAIR2
Control gen2, Pole mounted black sensor. 270º coverage. Installed at 180º from hand hole. Only available with PAA5xx (Ø5" poles).

June 2021 Rev.1

EC869 SERIES
ECLIPSE MAXI - LED

MATCHING POLE SELECTION

Ø 4"	Ø 5"	Tapered Pole	Ø 4"	Height
PAA410	PAA510	-------	PSB10	10 Ft. (3 M)
PAA412	PAA512	-------	PSB12	12 Ft. (3,6 M)
PAA414	PAA514	-------	PSB14	14 Ft. (4,2 M)
PAA416	PAA516	PTA16	PSB16	16 Ft. (4,8 M)
PAA418	PAA518	PTA18	PSB18	18 Ft. (5,5 M)
PAA420	PAA520	PTA20	PSB20	20 Ft. (6,0 M)
-------	-------	PTA25	-------	25 Ft. (7,6 M)

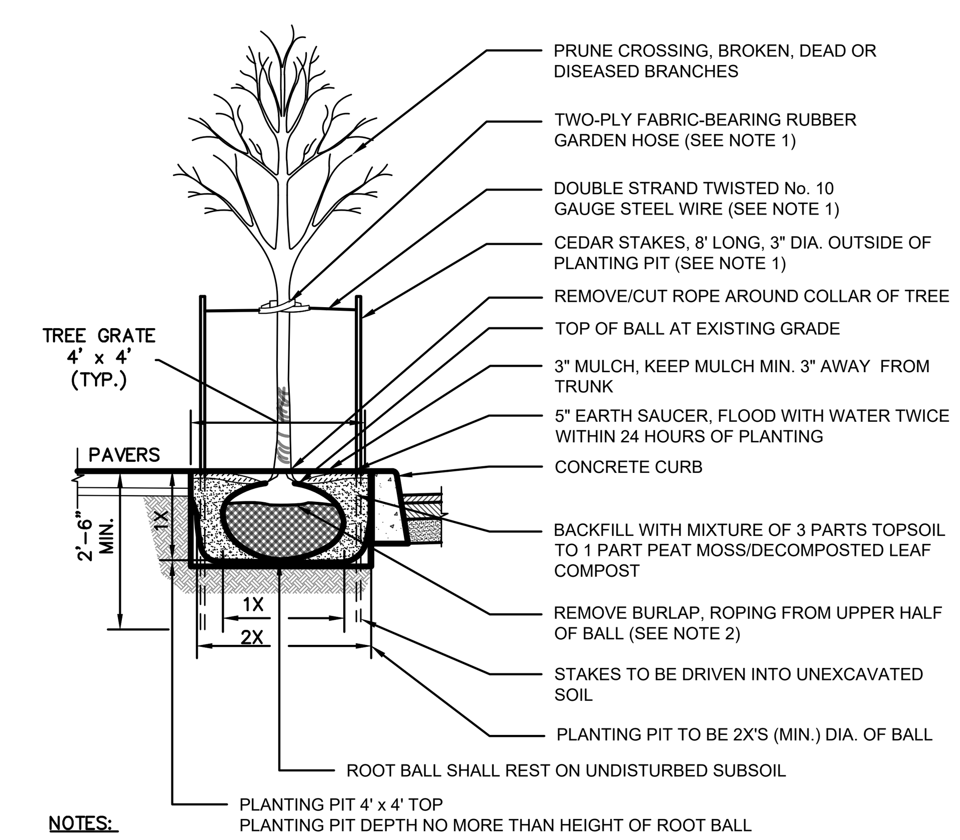
For additional pole details, please refer to separate pole specification sheet.
Ø 4" = 102mm Ø 5" = 127mm
1/8" wall thickness. Please consult factory for other thicknesses.

PSB Pole series
PAA Pole series
PTA Pole series

June 2021 Rev.1

PLANTING NOTES

1. PLANT MATERIAL SHALL BE FURNISHED AND INSTALLED AS INDICATED, INCLUDING ALL LABOR, MATERIALS, PLANTS, EQUIPMENT, INCIDENTALS AND CLEAN-UP.
2. PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY; HAVE NORMAL GROWTH HABITS, WELL DEVELOPED BRANCHES, DENSE FOLIAGE, VIGOROUS ROOT SYSTEMS, AND BE FREE FROM DEFECTS AND INJURIES.
3. ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN VIGOROUS GROWING CONDITION. CONTRACTOR SHALL PROVIDE A TWO (2) YEAR MAINTENANCE GUARANTEE FOR ALL PLANTINGS AND WORK EFFECTIVE THE DATE OF FINAL ACCEPTANCE OF THE LANDSCAPING.
4. INSOFAR AS IT IS POSSIBLE, PLANT MATERIAL SHALL BE PLANTED ON THE DAY OF DELIVERY. IN THE EVENT THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROTECT PLANTS NOT PLANTED FROM DRYING. PLANTS SHALL NOT REMAIN UNPLANTED FOR LONGER THAN THREE (3) DAYS AFTER DELIVERY.
5. QUALITY AND SIZE OF PLANTS, SPREAD OF ROOTS, AND SIZE OF ROOT BALLS, SHALL BE IN ACCORDANCE WITH ANSI 260 "AMERICAN STANDARD FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC., LATEST EDITION.
6. TOPSOIL SHALL BE THOROUGHLY WATERED AND TAMPED AS BACKFILLING PROGRESSES IN PLANTING PITS. NOTHING BUT SUITABLE TOPSOIL, FREE OF DRY SOD, STIFF CLAY, LITTER, ETC., SHALL BE USED FOR PLANTING. SOIL BACKFILL SHALL CONSIST OF $\frac{1}{3}$ ROTTED LEAF COMPOST, $\frac{1}{3}$ CLEAN TOPSOIL AND $\frac{1}{3}$ EXISTING SOIL FROM PLANTING PITS.
7. PLANTS SHALL NOT BE BOUND WITH WIRE OR ROPE AT ANY TIME SO AS TO DAMAGE THE BARK OR BREAK BRANCHES. PLANTS SHALL BE HANDLED FROM THE BOTTOM OF THE ROOT BALL ONLY.
8. ALL WIRE BASKETS OR SYNTHETIC ROPE BINDING SHALL BE REMOVED FROM THE TOP HALF OF THE ROOT BALL. ANY ROPE, TWINE OR WIRE ENCIRCLING THE TRUNK SHALL BE CUT AND REMOVED AFTER PLANTING.
9. PLANTING OPERATIONS SHALL BE PERFORMED DURING PERIODS WITHIN THE PLANTING SEASONS WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE AND IN ACCORDANCE WITH ACCEPTED LOCAL PRACTICE. PLANTING SEASONS ARE DEFINED AS MARCH 15 THROUGH MAY 15 AND SEPTEMBER 15 THROUGH NOVEMBER 15. PLANTING IS ACCEPTABLE DURING OTHER MONTHS IF WEATHER PERMITS, THE GROUND IS NOT FROZEN AND SUPPLEMENTAL WATERING IS PROVIDED IN THE SUMMER. FALL DIGGING/TRANSPLANT HAZARDS ARE NOTED IN INDIVIDUAL PLANT LISTS.
10. NO PLANT, EXCEPT GROUND COVERS, SHALL BE PLANTED LESS THAN TEN (10) FEET FROM EXISTING STRUCTURES, SIDEWALKS, FENCING AND/OR UNDERGROUND UTILITIES.
11. SET ALL PLANTS UPRIGHT AND STRAIGHT. SET AT SUCH LEVEL THAT, AFTER SETTLEMENT, A NORMAL OR NATURAL RELATIONSHIP OF THE CROWN OF THE PLANT AND THE GROUND SURFACE WILL BE ESTABLISHED. LOCATE PLANTS IN THE CENTER OF THE PIT.
12. ALL INJURED ROOTS SHALL BE PRUNED TO MAKE CLEAN ENDS PRIOR TO PLANTING. IT IS ADVISABLE TO PRUNE CROSSING, BROKEN, DEAD OR DISEASED BRANCHES. DO NOT REMOVE SIDE BRANCHES. MAIN LEADER OF TREES MUST NOT BE CUT BACK.
13. EACH TREE AND SHRUB SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE TO PRESERVE NATURAL CHARACTER OF THE PLANT. ALL PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS.
14. ALL PLANTING BEDS SHALL RECEIVE THREE INCHES OF DOUBLE-SHREDDED HARDWOOD MULCH AND BE TREATED WITH A PRE-EMERGENT HERBICIDE.
15. MULCH SHALL BE 3" THICK AND SHALL BE KEPT AT LEAST 3" AWAY FROM THE TRUNK OF TREES AND SHRUBS.
16. GUYING AND STAKING ARE TO BE UTILIZED ONLY IN AREAS OF HIGH WIND EXPOSURE OR ON STEEP SLOPES. IF GUYING AND STAKING IS DONE, THEY SHALL BE REMOVED AFTER A PERIOD OF ONE GROWING SEASON.
17. ALL DISTURBED AREAS SHALL BE LAWN.

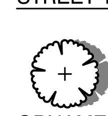
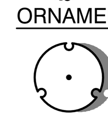


NOTES:

1. GUYING AND STAKING ARE TO BE USED ONLY IN AREAS OF HIGH WIND OR STEEP SLOPES. IF USED, THEY SHALL BE REMOVED AFTER ONE GROWING SEASON.
2. REMOVE ANY WIRE BASKET COMPLETELY FROM PLANTING PIT.

TREE PIT PLANTING DETAIL
NOT TO SCALE

PLANT SCHEDULE

STREET TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CAL.	HT.	ROOT	COMMENTS
	ZG	7	Zelkova serrata 'Green Vase'	Green Vase Zelkova	3"-3 1/2" Cal.	14` - 16` HT.	B&B	Full specimen, Limbed up to 6` Ht.
ORNAMENTAL TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CAL.	HT.	ROOT	COMMENTS
	PK	17	Prunus 'Kanzan'	Kwanzan Cherry	3"-3 1/2" Cal.	14`-16` HT.	B&B	HEAVY SPECIMEN

REV. / ISSUE	DATE	DESCRIPTION

CONSULTANT

ORIENTATION / KEY PLAN

CLIENT

PAULUS, SOKOLOWSKI AND SARTOR, LLC.
3 MOUNTAINVIEW ROAD
P.O. BOX 4039
WARREN, NJ 07059
PHONE: (732) 560-9700
CERTIFICATE OF AUTHORIZATION NO. 24GA28032700

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PROJECT
PRELIMINARY AND FINAL SITE PLAN

ASBURY PARK
115 FOURTH AVE.
BLOCK 4105, LOTS 1, 3 & 4
CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

SHEET TITLE

LANDSCAPE & LIGHTING DETAILS

PROJECT NO.:	04336.0026	DRAWN BY:	P.T.
SCALE:	AS SHOWN	CHECKED BY:	R.E.
DATE:	08/22/2022	SHEET C-07 OF	12

SHEET NO. C-07

FILE NAME: P:\04336\0026\DWGs\C-Civil\Plotdwgs\Township Submission\04336.0026C-C06-LXF-WAL.dwg\LANDSCAPE-LIGHTING DETAILS LAST EDIT: 10/06/2022 - 01:40:09 PM LOGIN: ppatilla@

Attachment: GHCDOCS-#5973313-v1-Asbury_Redevelopment_Agency_Submission_(10_7_22) (2022-67 : 1209 Ocean Avenue, 100 Fifth and 115 Fourth Avenue (Block 4105, Lots 1, 3 and 4) presentation)

Minutes
Meeting of the Municipal Council
Wednesday, October 26, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-429 Resolution Authorizing a meeting which excludes the public

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Amy Quinn, Deputy 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	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	
Anthony Cucci	Deputy City Clerk	Absent	

City Clerk Lisa Esposito called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

Director of Recreation, Leesha Floyd presented special events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

1. David Gannon of PFK O'Connor Davies presentation of 2021 Municipal Audit
   Robert Provost of PFK O'Connor Davies presented a review of the 2021 Municipal Audit.

Matters from City Council
Council member Chapman stated, I wanted to let everyone know that on November 12th there will be a Deal lake cleanup, people will meet at the boat ramp on 7th Avenue at 9:00Am. These cleanups are very important for our lakes an our parks. The City of Asbury Park has been named Gold Level Winner in New Jersey Safe Routes to School Recognition program. That means that the program was created by the New Jersey Department of Transportation and administered by New Jersey Safe Routes Resource Center. We've don't a great job, and I just want to acknowledge everyone that was involved in that.

Council member Clayton stated, I just want to thank everyone that came out on Saturday for the community festival. All of the vendors, and the visitors, and especially Monmouth County meets the Needs for providing clothing and food for giveaways. Thank you very much for coming out and supporting us.

Council member Kendle had no matters at this time.

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 had no matters at this time.

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

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Darlene Tyler made a comment about a sleep out fundraiser on December 8th; Kerri Martin made a comment about the Participatory Budget Committee and the Open Public Meetings Act; Diane Shelton made a comment about library box book return, and the electric sign at Springwood Park; Retired Police Chief Robert Belfiori made a comment about a 5K run and Splash and Dash event for athletes as part of the Special Olympics of NJ, and presented a plaque to the Mayor and Council; Rita Marano made a comment about the municipal audit recommendations, non-profit organizations, beach report, and parking report; Kathleen Mumma made a comment about the Green Team starting an "Adopt a Dream" program, the liquor license transfer reduction of premises for 1001 Ocean Avenue, Kyshawn Walker, and crime stopper funding; Anasia Taylor made a comment about putting programs in place for Asbury Park officials to train on diversity and inclusion, relationships between

Asbury Park Police Department and the west side; and Louise Murray asked a question about the ParkMobile App and parking meters, and a $115 Bill for NJLM website.
A motion to close the meeting to the public was made by Council member Kendle and seconded by Council member Chapman. All were in favor.

MINUTES

1. Municipal Council- Executive Meeting September 28, 2022 4:00 PM

2. Municipal Council - Regular Meeting - Sep 28, 2022 6:00 PM**Accepted**

3. Municipal Council - Regular Meeting - Oct 20, 2022 12:00 PM**Accepted**

CONSENT AGENDA RESOLUTIONS

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

2022-430 Resolution Approving Special Event Applications

2022-431 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 2022 Sewer Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue Plan

2022-432 Resolution to Approve Place to Place Liquor License Transfer (Reduction of Premise) for 1101 Ocean Ave Venture LLC

2022-440 Appointing Members to the Zoning Board of Adjustment of the City of Asbury Park

INDIVIDUAL RESOLUTIONS

2022-433 Resolution Approving Payment of Bills

Mayor Moor voted No on 22-02904.

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

2022-434 Resolution Authorizing Emergency Purchase of a Flow Recorder Needed at the Waste Water Treatment Plant

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

2022-435 Resolution Approving Change Order #1 with Shore Point Architecture for the New Fire Station

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

2022-436 Resolution Awarding of a Contract to S. Brothers for Memorial Drive Sanitary Sewer Improvements

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

2022-437 Resolution to Adjust Sewer Charges on Various Accounts

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

2022-438 Resolution of Support of a Grant Award Extension from the New Jersey Department Of Transportation for the Re-Construction of Monroe Avenue and Comstock Street

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

2022-408 Resolution Adopting a Corrective Action Plan in Response to the Recommendations Contained in the 2021 Report of Audit

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

2022-409 Resolution Accepting the 2021 Municipal Audit

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

2022-426 Resolution Approving Membership into the New Jersey Intergovernmental Insurance Fund

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

2022-439 Resolution Requesting Permission for the Dedication by Rider For Revenues Derived from Donations Required by N.J.S.A. 40A:5-29

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

ORDINANCES

Second Reading/Public Hearing

2022-12 Ordinance Amending And Supplementing Subsection 12-1.3, Entitled "Fees," Of Section 12-1 "State Uniform Construction Code Enforcing Agency," Of Chapter 12 "Building And Construction," Of "The Code Of The City Of Asbury Park"

A motion to open 2022-12 to the public was made by Mayor Moor and seconded by Council member Kendle. All were favor. No members of the public spoke.
A motion to close 2022-12 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

2022-13 Ordinance Amending And Supplementing Chapter 3, "Police Regulations," Of "The Code Of The City Of Asbury Park" In Certain Limited Respects

A motion to open 2022-13 to the public was made by Council member Kendle and seconded by Council member Chapman. All were favor. No members of the public spoke.
A motion to close 2022-13 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 6:58 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:58 PM.

Respectfully submitted by:

_____

Lisa Esposito, City Clerk

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-442
Add 2022 National Opiod Settlement Grant to the 2022 Budget in the amount of $39,336.99

RESOLUTION NO. 2022-442

City of Asbury Park
County of Monmouth
State of New Jersey

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 2022 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - NATIONAL OPIOD SETTLEMENT

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of $39,336.99. Which is now available from the National Opiod Settlement Fund

BE IT FURTHER RESOLVED, that a like sum of $39,336.99 is hereby appropriated under the following caption:

General Appropriations:
Operations Excluded from "CAPS":
Public & Private Programs Offset by Revenues:
National Opiod Settlement Fund

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION

NO. 2022-442 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-443
Add 2022 Justice Assistance Grant to the 2022 Budget in the amount of $24,700.00

RESOLUTION NO. 2022-443

City of Asbury Park
County of Monmouth
State of New Jersey

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 2022 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - JUSTICE ASSISTANCE GRANT

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of $24,700.00. Which is now available from the US Department of Justice - Justice Assistance Grant

BE IT FURTHER RESOLVED, that a like sum of $24,700.00 is hereby appropriated under the following caption:

General Appropriations:
Operations Excluded from "CAPS":
Public & Private Programs Offset by Revenues:
Justice Assistance Grant

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION

NO. 2022-443 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

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

LISA ESPOSITO
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-444
Add 2022 UEZ Grant to the 2022 Budget in the amount of $52,661.00. Local Business Community UEZ Director.

RESOLUTION NO. 2022-444

City of Asbury Park
County of Monmouth
State of New Jersey

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 2022 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - UEZ GRANT LOCAL BUSINESS COMMUNITY UEZ DIRECTOR

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of $52,661. Which is now available from the NJ Department of Community Affairs UEZ Grant.

BE IT FURTHER RESOLVED, that a like sum of $52,661.00 is hereby appropriated under the following caption:

General Appropriations:
Operations Excluded from "CAPS":
Public & Private Programs Offset by Revenues:
UEZ Grant Local Business Community UEZ Director

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-444 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-445
Add 2022 UEZ Grant to the 2022 Budget in the amount of $131,652.00. Public Safety Offset for Business Community

RESOLUTION NO. 2022-445

City of Asbury Park
County of Monmouth
State of New Jersey

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 2022 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - UEZ GRANT PUBLIC SAFETY OFFSET FOR BUSINESS COMMUNITY

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of $131,652.00. Which is now available from the NJ Department of Community Affairs UEZ Grant.

BE IT FURTHER RESOLVED, that a like sum of $131,652.00 is hereby appropriated under the following caption:

General Appropriations:
Operations Excluded from "CAPS":
Public & Private Programs Offset by Revenues:
UEZ Grant Public Safety Offset for Business Community

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-445 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-446
Add 2022 UEZ Grant to the 2022 Budget in the amount of $105,321.00 Facade and Walkway Improvements

RESOLUTION NO. 2022-446

City of Asbury Park
County of Monmouth
State of New Jersey

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 2022 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - UEZ GRANT FACADE & WALKWAY IMPROVEMENTS

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for an equal amount.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of $105,321.00. Which is now available from the NJ Department of Community Affairs, UEZ Grant.

BE IT FURTHER RESOLVED, that a like sum of $105,321.00 is hereby appropriated under the following caption:

General Appropriations:
Operations Excluded from "CAPS":
Public & Private Programs Offset by Revenues:
UEZ Grant Facade and Walkway Improvements

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Asbury Park, that the City Clerk be and is hereby authorized to file said resolution in duplicate with the Director of the Division of Local Government Services and to provide a certified copy of this resolution to the City's Chief Financial Officer and City Auditor.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-446 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-447

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. 2022-447

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDING FROM THE STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, DIVISION OF MENTAL HEALTH SERVICES FOR THE YEAR 2023 MENTAL HEALTH GRANT

WHEREAS, The City of Asbury Park has received a continuation grant from the State of New Jersey, Department of Human Services, Division of Mental Health Services in the amount of $120,230 for the provision of mental health and system advocacy services to the residents of Asbury Park for the period January 1, 2023 through December 31, 2023.

BE IT RESOLVED, that the Mayor and Council of the City of Asbury Park hereby authorize the City Manager and the Director of Social Services to accept this continuation funding for the Asbury Park Department of Social Services from the New Jersey, Department of Human Services, Division of Mental Health Services.

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, 2023 and terminating on December 31, 2023.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-447 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

N. J. DIVISION OF MENTAL HEALTH SERVICES
FUNDING AWARD FOR CALENDAR YEAR 2023

(as revised 10-15-2022)

AGENCY:	CITY OF ASBURY PARK
CONTRACT NUMBER:	20208
CONTRACT PROGRAMS:	ADULT SUPPORT SERVICES
DMHS AWARD FOR CY 2022:	$120,230

	CY 2022	CY 2023
MARCH 2022 CONTRACT BASE:	$114,972	$114,972
ADD: DIRECT CARE SALARY INCREASE eff 7/1/22 (annual increase= 5,258)	$2,629	$5,258
CY 2022 & PLANNED CY 2023 AWARDS:	$117,601	$120,230

Attachment: 2023 Award Letter 14 Oct 2022 (2022-447 : Resolution Authorizing the Acceptance of Funding from the State of New Jersey, Department of

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-448
Payment of Bills

RESOLUTION NO. 2022-448

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 $6,237,292.59

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	$	3,464,258.93
BOARD OF EDUCATION		1,324,954.00
COUNTY TAXES		1,448,079.66
TOTAL VOUCHERS	$	6,237,292.59

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-448 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

November 2, 2022
02:47 PM

CITY OF ASBURY PARK
Bill List By Budget Account

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

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
1-01-20-100-000-011	ADMINISTRATION Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	149.00	0.00	
	Extd Total: ADMINISTRATION			149.00		
	Department Total: ADMINISTRATION			149.00		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
1-01-20-120-000-011	MUNICIPAL CLERK Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	3,000.00	0.00	
	Extd Total: MUNICIPAL CLERK			3,000.00		
	Department Total: MUNIC CLERK			3,000.00		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
1-01-20-130-000-011	FINANCE Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	4,000.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			4,000.00		
	Department Total: FINANCE			4,000.00		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
1-01-20-145-000-011	TAX REV ADMIN Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	3,000.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			3,000.00		
	Department Total: TAX REV ADMIN			3,000.00		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
1-01-20-150-000-011	TAX ASSESSOR Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	240.00	0.00	
	Extd Total: TAX ASSESSOR			240.00		
	Department Total: TAX ASSESSOR			240.00		
	CAFR Total:			10,389.00		

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Planning Department						
Extd: Planning Department						
1-01-21-179-000-011	Planning Dept. Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	1,000.00	0.00	
	Extd Total: Planning Department			1,000.00		
	Department Total: Planning Department			1,000.00		
	CAFR Total:			1,000.00		
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
1-01-22-195-000-011	CODE ENFORCE Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	6,300.00	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			6,300.00		
	Department Total: CODE ENFORCE			6,300.00		
	CAFR Total:			6,300.00		
Department: POLICE						
Extd: POLICE DEPARTMENT						
1-01-25-240-000-011	POLICE Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	8,500.00	0.00	
	Extd Total: POLICE DEPARTMENT			8,500.00		
	Department Total: POLICE			8,500.00		
	CAFR Total:			8,500.00		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
1-01-26-290-000-011	STREETS & ROAD Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	45,000.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			45,000.00		
	Department Total: STREETS & ROAD			45,000.00		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
1-01-26-305-000-011	SOLID WASTE Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	5,000.00	0.00	
	Extd Total: SOLID WASTE COLLECTION			5,000.00		
	Department Total: SOLID WASTE			5,000.00		

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-011	BUILDING & GND Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	11,000.00	0.00	
	Extd Total:	BUILDINGS & GROUNDS		11,000.00		
	Department Total:	BUILDING & GND		11,000.00		
	CAFR Total:			61,000.00		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
1-01-27-350-000-011	SENIOR CENTER Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	2,000.00	0.00	
	Extd Total:	SENIOR CENTER		2,000.00		
	Department Total:	SENIOR CENTER		2,000.00		
	CAFR Total:			2,000.00		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
1-01-43-490-000-011	MUNIC COURT Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	3,500.00	0.00	
	Extd Total:	MUNICIPAL COURT		3,500.00		
	Department Total:	MUNIC COURT		3,500.00		
	CAFR Total:			3,500.00		
	Fund Total:	CURRENT		92,689.00		
Fund: BEACH						
Department: UTILITY S&W						
Extd: BEACH UTILITY S/W: SALARY AND WAGES:						
1-05-55-501-000-011	BEACH Base Salary					
CITY CITY OF ASBURY PARK		22-03096	Encumber for Retros	6,000.00	0.00	
	Extd Total:	BEACH UTILITY S/W: SALARY AND WAGES:		6,000.00		
	Department Total:	UTILITY S&W		6,000.00		
	CAFR Total:			6,000.00		
	Fund Total:	BEACH		6,000.00		

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY S&W					
Extd:	TRANS.UTILITY S/W: SALARIES & WAGES:					
1-06-55-501-000-011	TRANS.UTILITY S/W: Base Salary					
CITY	CITY OF ASBURY PARK	22-03096	Encumber for Retros	5,000.00	0.00	
	Extd Total:		TRANS.UTILITY S/W: SALARIES & WAGES:	5,000.00		
	Department Total:		UTILITY S&W	5,000.00		
	CAFR Total:			5,000.00		
	Fund Total:		TRANSPORTATION UTILITY: BUDGET:	5,000.00		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY S&W					
Extd:	SEWER UTILITY S/W: SALARY AND WAGES:					
1-07-55-501-000-011	SEWER UTILITY S/W: Base Salary					
CITY	CITY OF ASBURY PARK	22-03096	Encumber for Retros	15,000.00	0.00	
	Extd Total:		SEWER UTILITY S/W: SALARY AND WAGES:	15,000.00		
	Department Total:		UTILITY S&W	15,000.00		
	CAFR Total:			15,000.00		
	Fund Total:		SEWER UTILITY: BUDGET:	15,000.00		
	Year Total:			118,689.00		
Fund:	CURRENT					
Department:	ADMINISTRATION					
Extd:	ADMINISTRATION					
2-01-20-100-000-202	ADMINISTRATION		Office Supplies			
AMAZO005	AMAZON.COM SERVICES	22-03006	Large Ribbon-Ribbon Cutting	45.06	0.00	
2-01-20-100-000-209	ADMINISTRATION		Professional Services			
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	22-02997	Invoice 3710 September General	1,952.50	0.00	
BURGI005	BURGIS ASSOCIATES INC.	22-03014	Invoice 41316 Court Master	125.00	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	22-03130	Invoice 3744 Afford. Hsg.	426.00	0.00	
				2,503.50		
2-01-20-100-000-211	ADMINISTRATION		Water			
KEPSPR	KEPWEL SPRING WATER	22-03133	ACCT #117290 OCOTBER 2022	551.50	0.00	
2-01-20-100-000-242	ADMINISTRATION		Wellness Committee			
CRAPRI	CRAFTMASTER PRINTING, INC.	22-02958	fliers for Mayor's Wellness	17.55	0.00	
	Extd Total:		ADMINISTRATION	3,117.61		
	Department Total:		ADMINISTRATION	3,117.61		

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: MAYOR/COUNCIL							
Extd:	MAYOR & COUNCIL						
2-01-20-110-000-299		MAYOR & COUNCIL Misc.					
RESCAS	RESORTS CASINO HOTEL		22-03053	Hotel Stay for NJLM	974.00	0.00	
		Extd Total: MAYOR & COUNCIL			974.00		
		Department Total: MAYOR/COUNCIL			974.00		
Department: MUNIC CLERK							
Extd:	MUNICIPAL CLERK						
2-01-20-120-000-202		MUNICIPAL CLERK Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.		22-02872	BUSINESS CARD ESPOSITO & CUCCI	90.00	0.00	
2-01-20-120-000-217		MUNICIPAL CLERK Ads&Promotion					
THECOA	THE NEW COASTER, LLC		22-03016	INVOICE #59307 10/13/22 ADS	16.12	0.00	
ASBPAK	ASBURY PARK PRESS		22-03037	#0005447199 MEETING CANCEL	59.64	0.00	
					75.76		
		Extd Total: MUNICIPAL CLERK			165.76		
		Department Total: MUNIC CLERK			165.76		
Department: FINANCE							
Extd:	FINANCIAL ADMINISTRATION						
2-01-20-130-000-202		FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.		22-02985	Finance Supplies	810.63	0.00	
2-01-20-130-000-205		FINANCE Ads					
ASBPAK	ASBURY PARK PRESS		22-03015	#5437706 & 5437787 NTB 10/7/22	217.84	0.00	
THECOA	THE NEW COASTER, LLC		22-03016	INVOICE #59307 10/13/22 ADS	130.56	0.00	
					348.40		
2-01-20-130-000-209		FINANCE Fees					
USBANK	US BANK OPERATIONS CTR.		22-02850	MCIA 2019B GOV.POOLED LOAN	300.00	0.00	
USBANK	US BANK OPERATIONS CTR.		22-03083	MCIA GovernmentalPooledLoans	1,800.00	0.00	
GREFIN	GREATAMERICA FINANCIAL SVCS.		22-03136	INV #32700431 DECEMBER 2022	339.50	0.00	
					2,439.50		
2-01-20-130-000-223		FINANCE Condo Reimbursements					
70270009	702 - 704 5TH AVENUE APTS LLC		22-03091	3rd Q 2022 Trash Reimb.	2,552.89	0.00	
		Extd Total: FINANCIAL ADMINISTRATION			6,151.42		
		Department Total: FINANCE			6,151.42		
Department: COMPUTER MIS							
Extd:	COMPUTERIZED DATA PROCESSING						
2-01-20-140-000-219		COMPUTER DATA PROC. Equipment					
CDWGOV	CDW GOVERNMENT LLC		22-02909	Q#1C8W617 Network Switches	215.61	0.00	

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-20-140-000-225	COMPUTER DATA PROC.Document Mgt.					
FILEB005 FILE BANK, INC.		22-03059	Sept 22 Storage & Services	6,343.34	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			6,558.95		
	Department Total: COMPUTER MIS			6,558.95		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
2-01-20-150-000-209	TAX ASSESSOR Fees					
SHAIN005 SHAIN SCHAFFER, PC		22-03135	#10569 SEPT 2022 TAX APPEAL	973.50	0.00	
	Extd Total: TAX ASSESSOR			973.50		
	Department Total: TAX ASSESSOR			973.50		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
2-01-20-155-000-209	LEGAL SERVICES Fees					
LAWOF005 LAW OFFICE OF GENE J ANTHONY		22-02905	#20925 SEPTEMBER RENT LEVELING	390.00	0.00	
MARFAL MARAZITI FALCON, LLP		22-02932	Professional Services Rendered	6,597.50	0.00	
HILLW005 HILL WALLACK LLP		22-03034	September General Invoices	7,000.30	0.00	
				13,987.80		
	Extd Total: LEGAL SERVICES			13,987.80		
	Department Total: LEGAL SERVICES			13,987.80		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
2-01-20-162-000-202	APTV Equipment					
CDWGOV CDW GOVERNMENT LLC		22-02125	Beachcam for APTV Info Channel	3,416.62	0.00	
CDWGOV CDW GOVERNMENT LLC		22-02411	Recordable Media	156.01	0.00	
				3,572.63		
	Extd Total: CABLE TV ADVISORY COMMITTEE			3,572.63		
	Department Total: APTV			3,572.63		
	CAFR Total:			35,501.67		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
2-01-21-180-000-201	PLANNING BOARD General Plant					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	390.00	0.00	
	Extd Total: PLANNING BOARD			390.00		
	Department Total: PLANNING BOARD			390.00		
	CAFR Total:			390.00		

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: CODE ENFORCE							
Extd: CODE ENFORCEMENT AND ADMIN.							
2-01-22-195-000-201		CODE ENFORCEMENT Office Supplies					
WBMASON	W.B.MASON CO., INC.		22-03000	Office Supplies	675.26	0.00	
		Extd Total: CODE ENFORCEMENT AND ADMIN.			675.26		
		Department Total: CODE ENFORCE			675.26		
Department: CONST CODE							
Extd: CONSTRUCTION CODE OFFICIAL							
2-01-22-200-000-202		CONSTRUCTION CODE Office Supplies					
WBMASON	W.B.MASON CO., INC.		22-02998	Office supply	208.75	0.00	
		Extd Total: CONSTRUCTION CODE OFFICIAL			208.75		
		Department Total: CONST CODE			208.75		
		CAFR Total:			884.01		
Department: GROUP INSUR.							
Extd: EMPLOYEE GROUP INSURANCE							
2-01-23-220-000-209		EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
NJSHBP	NJSHBP		22-03085	HEALTH COVERAGE NOVEMBER 2022	503,792.63	0.00	
		Extd Total: EMPLOYEE GROUP INSURANCE			503,792.63		
		Department Total: GROUP INSUR.			503,792.63		
		CAFR Total:			503,792.63		
Department: POLICE							
Extd: POLICE DEPARTMENT							
2-01-25-240-000-202		POLICE Office Supplies					
SIRFIN	SIRCHIE ACQUISITION COMPANY		22-01884	Det Bureau supplies	703.30	0.00	
WBMASON	W.B.MASON CO., INC.		22-02979	office supplies	1,574.18	0.00	
					2,277.48		
2-01-25-240-000-203		POLICE Motor Vehicle					
RICAUT	RICH'S AUTO BODY		22-02773	Repairs to car #49 MVA	1,239.88	0.00	
AGINS005	AGIN SIGNS & DESIGNS		22-02774	Repairs to car #4	175.00	0.00	
					1,414.88		
2-01-25-240-000-205		POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA		22-02974	#2018833 AUGUST 2022 SERVICES	4,700.00	0.00	
2-01-25-240-000-207		POLICE Clothing Allowance					
LANASO	LANIGAN ASSOCIATES. INC.		22-01225	bike patrol uniforms	367.00	0.00	
2-01-25-240-000-212		POLICE Dues,Subscript.					
SHIINT	SHI INTERNATIONAL CORP		22-01881	adobe pro subscriptions	379.00	0.00	
2-01-25-240-000-216		POLICE Supplies-Compu.					
CRAPRI	CRAFTMASTER PRINTING, INC.		22-02976	Det. Ritter business cards	45.00	0.00	

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-25-240-000-216		POLICE Supplies-Compu.		Continued			
CDWGOV	CDW GOVERNMENT LLC		22-03049	Q#NBKX840 o365 Licenses	919.10	0.00	
					964.10		
2-01-25-240-000-218		POLICE Contract.Serv.					
TOSSOL	TOSHIBA BUSINESS SOLUTION		22-02645	Live scan maintenance renewal	1,121.46	0.00	
GNEIL	G.NEIL COMPANIES		22-02912	Gradience attendence software	412.00	0.00	
WIRCOM	WIRELESS COMMUNICATIONS &		22-02975	#M61119 OCOTBER 2022	1,220.00	0.00	
OPTIMUM	OPTIMUM		22-03018	#07866-182313-01-5 10/8 - 11/7	288.03	0.00	
POWDMS	POWERDMS INC.		22-03019	INV-26187 11/24/22 - 11/23/23	7,306.06	0.00	
					10,347.55		
2-01-25-240-000-222		POLICE Training					
NJCRI	STREET COP TRAINING LLC		22-03022	#INV-002286 POLICE TRAINING	225.00	0.00	
2-01-25-240-000-226		POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC		22-00554	2022 PRISONER MEALS	9.84	0.00	B
		Extd Total: POLICE DEPARTMENT			20,684.85		
		Department Total: POLICE			20,684.85		
Department: FIRE DEPT.							
Extd:	FIRE DEPARTMENT						
2-01-25-265-000-203		FIRE DEPT. Motor Vehicle					
UNITE010	UNITED RENTALS		22-02432	EST#208594512 UTV 4WD VEHICLE	609.96	0.00	
2-01-25-265-000-206		FIRE DEPT. Purchase of Equipment					
CDWGOV	CDW GOVERNMENT LLC		22-02273	QTE: MWNC218-New Amb. Tablet	2,943.63	0.00	
MOTOR005	MOTOROLA SOLUTIONS, INC C/O		22-02656	Q51722-MR-0912-1879725 RADIO	2,956.00	0.00	
THEHAR	THE HARDWARE STORE		22-03008	BLANKET PO NOT TO EXCEED	149.51	0.00	
THEHAR	THE HARDWARE STORE		22-03103	BLANKET PO NOT TO EXCEED	65.94	0.00	B
					6,115.08		
2-01-25-265-000-207		FIRE DEPT. Clothing Allowance					
MUNIC005	MUNICIPAL EMERGENCY SERVICES		22-01474	2022 Cloth Allow-Matthews	177.00	0.00	B
2-01-25-265-000-214		FIRE DEPT. Building Maintenance					
COUCLE	COUNTRY CLEAN, INC		22-02544	Blanket PO Not to Exceed	22.50	0.00	B
CHIEF005	CHIEF 360		22-03035	INV-000695 YEARLY ATTENDANCE	1,479.00	0.00	
					1,501.50		
2-01-25-265-000-218		FIRE DEPT. Contract.Serv.					
EMSAR	EMSAR		22-01363	INV #SM-66233 SEAT BACK PISTON	547.39	0.00	
2-01-25-265-000-229		FIRE DEPT. Medical Sup.					
SEAWEL	SEABOARD WELDING SUPPLY, INC.		22-00019	BLANKET PO FOR OXYGEN N.T.E.	135.00	0.00	B
GRAING	GRAINGER, INC.		22-01517	Q#2051022575 POLY BAG 1,000 PK	67.05	0.00	
VERALP	V.E. RALPH & SON, INC.		22-02399	Q# 99076 SUCTION UNIT	504.80	0.00	
EMSAR	EMSAR		22-02657	SERVICE CONTRACT FOR STRETCHER	3,990.00	0.00	
VERALP	V.E. RALPH & SON, INC.		22-02843	QUOTE# 99710 EPI PENS	680.00	0.00	
					5,376.85		

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-25-265-000-235		FIRE DEPT. Emp.New Hires					
CONFIR	CONTINENTAL FIRE & SAFETY,INC.		22-02866	Estimate:22-2147 GATE VALVE	1,240.32	0.00	
2-01-25-265-000-238		FIRE DEPT. Conventions/Conferences					
RESCAS	RESORTS CASINO HOTEL		22-03053	Hotel Stay for NJLM	384.00	0.00	
2-01-25-265-000-255		FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba		22-02996	Invoice CHRCM6739 September	5,422.43	0.00	
2-01-25-265-000-262		FIRE DEPT. Equipment Repairs					
GENSAF	GEN-EL SAFETY & INDUSTRIAL		22-02352	QTE:34601-Calibration Gas	419.50	0.00	
2-01-25-265-000-298		FIRE DEPT. Special Operations					
VANWI005	VAN WICKLE AUTO SUPPLY, INC.		22-02450	Bottle Jack for Special Ops	370.00	0.00	
UPTFAS	UP-TITE FASTNERS INC.		22-02929	BLANKET PO NOT TO EXCEED	103.20	0.00	B
					473.20		
		Extd Total: FIRE DEPARTMENT			22,267.23		
Extd:	FIRE HYDRANT						
2-01-25-265-266-299		FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.		22-03124	#1018-10026567043 9/27 - 10/25	21,145.10	0.00	
		Extd Total: FIRE HYDRANT			21,145.10		
		Department Total: FIRE DEPT.			43,412.33		
Department:	PROSECUTOR						
Extd:	MUNICIPAL PROSECUTOR						
2-01-25-275-000-202		PROSECUTOR Fees					
JAMBUT	JAMES N. BUTLER, JR.		22-03121	prosecutor october 2022	5,200.00	0.00	
		Extd Total: MUNICIPAL PROSECUTOR			5,200.00		
		Department Total: PROSECUTOR			5,200.00		
		CAFR Total:			69,297.18		
Department:	STREETS & ROAD						
Extd:	STREETS & ROADS MAINTENANCE						
2-01-26-290-000-203		STREETS & ROAD Motor Vehicle					
ATLLOK	ATLANTIC LOCK & SAFE		22-00408	Keys and locks and cylinders	356.40	0.00	B
FOSCOM	FOSTER & COMPANY, INC.		22-00747	various nuts and bolts	35.35	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES		22-01897	Kubota tires (10)	1,467.61	0.00	
PARSTE	PARK STEEL & IRON COMPANY		22-01951	WELDING SUPPLIES AS NEEDED	475.00	0.00	B
SERVI005	SERVICE TIRE TRUCK CENTERS		22-02055	AUTOPARTS BLANKET	280.00	0.00	B
THEHOS	THE HOSE SHOP, INC.		22-02056	AUTOPARTS BLANKET	105.72	0.00	B
WORJEE	WORLD CHRYSLER DODGE JEEP RAM		22-02368	A/C COMPRESSOR POLICE #84	1,797.86	0.00	
FISONS	FIS on Site Service LLC		22-02482	FD A/C CONDENSOR FANS	306.00	0.00	
CENTJER	CENTRAL JERSEY EQUIPMENT, LLC		22-02605	NEW BLANKET FOR VARIOUS PARTS	1,322.41	0.00	B
SEAFOR	SEA BREEZE FORD INC.		22-02624	Water Pump & Timing Chain	1,143.85	0.00	
SEAFOR	SEA BREEZE FORD INC.		22-02674	NEW BLANKET FOR VARIOUS PARTS	660.44	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES		22-02743	DRIVER SIDE DOOR KUBOTA 661	2,079.99	0.00	

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-26-290-000-203		STREETS & ROAD	Motor Vehicle	Continued			
NORSWE	NORTHEAST SWEEPERS & RENTALS,		22-03012	Ravo brake valve, shipping chg	374.78	0.00	
NJMVC	NJ MOTOR VEHICLE COMMISSION		22-03043	Duplicate Titles	180.00	0.00	
FOSCOM	FOSTER & COMPANY, INC.		22-03056	INV# 124076 All in One Cleaner	600.30	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.		22-03062	0227495-IN ELGIN STREET REPAIR	90.56	0.00	
LORCO	LORCO PETROLEUM SERVICES		22-03081	#1783062 USED OIL REMOVAL	125.00	0.00	
SEAFOR	SEA BREEZE FORD INC.		22-03102	INV #4149817 HOSE CONNECTING	104.08	0.00	
					11,505.35		
2-01-26-290-000-213		STREETS & ROAD	Safety Equipment				
STAVOLA	STAVOLA ASPHALT COMPANY, INC.		22-03010	#268967 HOT MIX ASPHALT 10/7	78.98	0.00	
SERVI005	SERVICE TIRE TRUCK CENTERS		22-03013	ATV,Rubota Tires Beach	3,678.86	0.00	
					3,757.84		
2-01-26-290-000-215		STREETS & ROAD	Misc. Hardware				
NEWIRON	NEWARK IRONBOUND ELECTRICAL		22-02004	Lake Ave Lights	1,843.20	0.00	
BURKE005	BURKE LANDSCAPING & IRRIGATION		22-02782	INV #2199 SEED AND LABOR	516.83	0.00	
GRAING	GRAINGER, INC.		22-02813	Misc Supplies	239.25	0.00	B
QUEVAC	QUEEN VACUUM & SEWING MACHINE		22-03011	3 belts & vacuum bags	30.11	0.00	
					2,629.39		
2-01-26-290-000-216		STREETS & ROAD	Carpentry Supplies				
GRAING	GRAINGER, INC.		22-00140	MISC HARDWARE SUPPLIES NEEDED	18.00	0.00	B
DREYE005	DREYER'S LUMBER & HARDWARE INC		22-02940	1/2" CDX Plywood	1,119.07	0.00	
UPTFAS	UP-TITE FASTNERS INC.		22-02942	Hurricane tie / coil strap	238.00	0.00	
					1,375.07		
2-01-26-290-000-218		STREETS & ROAD	Contract.Serv.				
TOWNEP	TOWNSHIP OF NEPTUNE		22-02960	Wesley Lake Maint. 2022	5,275.00	0.00	
CINCOR	CINTAS CORPORATION NO 2		22-03075	#5130131166 first aid items	147.37	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO		22-03143	pest control 10/17/22	288.00	0.00	
					5,710.37		
2-01-26-290-000-220		STREETS & ROAD	Repairs				
NEWJE005	NEW JERSEY OVERHEAD DOOR LLC		22-03001	Emergencey repair to door DPW	950.00	0.00	
		Extd Total:	STREETS & ROADS MAINTENANCE		25,928.02		
		Department Total:	STREETS & ROAD		25,928.02		

Department: SOLID WASTE
Extd: SOLID WASTE COLLECTION

2-01-26-305-000-209		SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.		22-03002	#246475 TRASH FEES 10/1 -10/15	29,229.86	0.00	
DELDEM	DELISA DEMOLITION, INC.		22-03060	#246465 & 246466 CONSTR DEBRIS	2,513.25	0.00	
DELDEM	DELISA DEMOLITION, INC.		22-03092	#247760 & 247761 CONSTR DEBRIS	1,738.35	0.00	
					33,481.46		
2-01-26-305-000-218		SOLID WASTE	Contract.Serv.				
DELDEM	DELISA DEMOLITION, INC.		22-03029	#247398 NOVEMBER 2022	45,416.65	0.00	
		Extd Total:	SOLID WASTE COLLECTION		78,898.11		
		Department Total:	SOLID WASTE		78,898.11		

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
2-01-26-310-000-202	BUILDING & GND		Janitorial Supplies			
GRAING GRAINGER, INC.		22-02967	Shop Stock	156.77	0.00	
2-01-26-310-000-203	BUILDING & GND		Misc. Hardware			
GRAING GRAINGER, INC.		22-02967	Shop Stock	82.21	0.00	
2-01-26-310-000-205	BUILDING & GND		Electrical Supplies			
NEWIRON NEWARK IRONBOUND ELECTRICAL		22-03140	INV #481789 led 42w T865K 96"	381.95	0.00	
2-01-26-310-000-210	BUILDING & GND		Building Repairs			
THEBI005 THE BILCO COMPANY		22-00966	Bilco NB-20VM Roof Hatch	1,508.07	0.00	
THEHAR THE HARDWARE STORE		22-02984	Screen Repair	35.00	0.00	
				1,543.07		
2-01-26-310-000-218	BUILDING & GND		Contract.Serv.			
USABU005 USA BUILDING MAINTENANCE, INC.		22-02391	ROOF REPAIRS POLICE STATION	3,000.00	0.00	
ALLBOI ALLIED BOILER REPAIR CORP.		22-03003	INV #18891 CITY HALL BOILER	440.00	0.00	
				3,440.00		
	Extd Total: BUILDINGS & GROUNDS			5,604.00		
	Department Total: BUILDING & GND			5,604.00		
	CAFR Total:			110,430.13		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
2-01-27-345-000-208	SOCIAL SERVICES		Events			
AMAZO005 AMAZON.COM SERVICES		22-02914	Candy and Glow sticks	63.93	0.00	
AMAZO005 AMAZON.COM SERVICES		22-02986	Candy with toys for Christmas	63.78	0.00	
				127.71		
	Extd Total: SOCIAL SERVICES:			127.71		
	Department Total: PUBLIC ASST			127.71		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
2-01-27-350-000-202	SENIOR CENTER		Util. and Service Contr.			
EASFIR EASTERN FIRE & SAFETY, LLC		22-03005	INV #627911A ANNUAL INSPECTION	360.00	0.00	
OPTIMUM OPTIMUM		22-03033	#07866-196932-01-7 10/15-11/14	8.34	0.00	
				368.34		
2-01-27-350-000-204	SENIOR CENTER		Print & Office Supplies			
WBMASON W.B.MASON CO., INC.		22-02878	Labels,copypaper,toner,battery	245.92	0.00	

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-27-350-000-205		SENIOR CENTER Recreation & Social					
JOHNS010	JOHNSON'S CORNER FARM		22-02879	Seniors Field Trip 10/18/22	195.00	0.00	
		Extd Total: SENIOR CENTER			809.26		
		Department Total: SENIOR CENTER			809.26		
		CAFR Total:			936.97		
Department: RECREATION							
Extd:	RECREATION SERVICES & PROGRAM						
2-01-28-370-000-205		RECREATION Boxing/Training					
JAELUM	JAEGER LUMBER & SUPPLY CO. INC		22-02480	Pal gym repairs	225.50	0.00	
SHEWIL	SHERWIN WILLIAMS		22-02481	paint for PAL gym	1,035.69	0.00	
TRESTA	TREASURER, STATE OF NJ		22-03114	#1303-00135-001 ELEVATOR INSPE	258.00	0.00	
					1,519.19		
2-01-28-370-000-206		RECREATION Summer Camp					
TBDINC	TBD, INC		22-01618	LUNCHES FOR JULY 2022	2,430.00	0.00	
ADVAQU	ADVENTURE AQUARIUM		22-01681	summer camp	4,978.00	0.00	
					7,408.00		
2-01-28-370-000-212		RECREATION Trunk/Treat.					
CRAPRI	CRAFTMASTER PRINTING, INC.		22-02910	trunk/treat signs	365.00	0.00	
SHORIT	SAKER SHOPRITE, INC.		22-02925	trunk/treat	499.45	0.00	
THECOA	THE NEW COASTER, LLC		22-03147	INV #59388 TRUCK-OR-TREAT AD	490.00	0.00	
					1,354.45		
2-01-28-370-000-291		RECREATION Office Supplies					
WBMASON	W.B.MASON CO., INC.		22-02926	office supplies	375.84	0.00	
		Extd Total: RECREATION SERVICES & PROGRAM			10,657.48		
		Department Total: RECREATION			10,657.48		
		CAFR Total:			10,657.48		
Department: LIGHTING							
Extd:	LIGHT,HEAT,POW						
2-01-31-435-435-299		LIGHT, HEAT & POWER Misc.					
NJNATU	N.J. NATURAL GAS CO.		22-03087	#10-3146-5850-17 9/12-10/12	863.39	0.00	
NJAMER	N.J. AMERICAN WATER CO.		22-03089	#1018-210024806988 9/3-10/4	5,064.23	0.00	
NJNATU	N.J. NATURAL GAS CO.		22-03123	#08-3138-2340-14 9/12 - 10/12	386.83	0.00	
JCPL	JCPL		22-03125	#100 015 433 426 9/27 - 10/25	7,731.31	0.00	
					14,045.76		
		Extd Total: LIGHT,HEAT,POW			14,045.76		
Extd:	STREET/TRAFFIC						
2-01-31-435-436-299		STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL		22-03088	#100 082 843 713 9/23-10/21	19,496.81	0.00	

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-31-435-436-299		STREET&TRAFFIC LIGHTING Misc. Continued					
JCPL	JCPL		22-03125	#100 015 433 426 9/27 - 10/25	2,085.50	0.00	
					21,582.31		
		Extd Total: STREET/TRAFFIC			21,582.31		
		Department Total: LIGHTING			35,628.07		
Department: TELEPHONE							
Extd:	TELEPHONE						
2-01-31-440-000-299		TELEPHONE Misc.					
ATTLLC	AT&T MOBILITY LLC		22-03045	#287315151017 9/12-10/11	463.47	0.00	
ATTLLC	AT&T MOBILITY LLC		22-03051	#287284651437 9/12-10/11	3,173.96	0.00	
ATTLLC	AT&T MOBILITY LLC		22-03052	#287284936037 9/12-10/11	942.82	0.00	
MONINT	MONMOUTH INTERNET CORPORATION		22-03146	INVOICE #336311-M NOV 2022	3,596.07	0.00	
					8,176.32		
		Extd Total: TELEPHONE			8,176.32		
		Department Total: TELEPHONE			8,176.32		
Department: GASOLINE							
Extd:	GASOLINE						
2-01-31-460-000-299		GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC		22-02945	#11260 & 935653 DIESEL FUEL	9,663.62	0.00	
		Extd Total: GASOLINE			9,663.62		
		Department Total: GASOLINE			9,663.62		
		CAFR Total:			53,468.01		
Department: MUNIC COURT							
Extd:	MUNICIPAL COURT						
2-01-43-490-000-246		MUNIC COURT Postage					
GREFIN	GREATAMERICA FINANCIAL SVCS.		22-03120	INVOICE #32667352 NOV 2022	145.00	0.00	
		Extd Total: MUNICIPAL COURT			145.00		
		Department Total: MUNIC COURT			145.00		
Department: PUBLIC DEFEND.							
Extd:	PUBLIC DEFENDER						
2-01-43-495-000-021		Fees					
THELA010	THE LAW OFFICE OF MATTHEW SAGE		22-03122	public defender oct 2022	2,500.00	0.00	
		Extd Total: PUBLIC DEFENDER			2,500.00		
		Department Total: PUBLIC DEFEND.			2,500.00		
		CAFR Total:			2,645.00		
Department: BOND PRINCIPAL							
2-01-45-920-000-299		BOND PRINCIPAL					
USBANK	US BANK OPERATIONS CTR.		22-02850	MCIA 2019B GOV.POOLED LOAN	455,000.00	0.00	

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-45-920-000-299	BOND PRINCIPAL		Continued			
USBANK US BANK OPERATIONS CTR.		22-03083	MCIA GovernmentalPooledLoans	621,580.00	0.00	
				1,076,580.00		
	Extd Total:			1,076,580.00		
	Department Total: BOND PRINCIPAL			1,076,580.00		
Department: INT ON BONDS						
2-01-45-930-000-299	BOND INTEREST					
USBANK US BANK OPERATIONS CTR.		22-02850	MCIA 2019B GOV.POOLED LOAN	76,375.00	0.00	
USBANK US BANK OPERATIONS CTR.		22-03083	MCIA GovernmentalPooledLoans	250,180.04	0.00	
				326,555.04		
	Extd Total:			326,555.04		
	Department Total: INT ON BONDS			326,555.04		
Department: LOAN REPAYMENT						
2-01-45-940-941-299	Green Acres Loan Payments					
TRE727 TREAS.STATE OF NJ/727 FUND		22-03082	GreenAcres-Boardwalk-Prin/Int	24,910.73	0.00	
	Extd Total:			24,910.73		
	Department Total: LOAN REPAYMENT			24,910.73		
	CAFR Total:			1,428,045.77		
Department: DEFERRED CHGS						
2-01-46-870-880-297	P/Y BILLS					
ALLAMT ALL AMERICAN TURF INC.		22-01414	Various Invoice from Prior Yrs	1,439.78	0.00	
	Extd Total:			1,439.78		
	Department Total: DEFERRED CHGS			1,439.78		
	CAFR Total:			1,439.78		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
2-01-55-001-000-001	School Taxes Payable					
ASBBOA ASBURY PARK BOARD OF EDUCATION		22-03145	November 2022 School Tax	1,324,954.00	0.00	
2-01-55-001-000-002	County Taxes Payable					
COUMON COUNTY OF MONMOUTH		22-02956	4TH QTR 2022 COUNTY TAXES	1,448,079.66	0.00	
2-01-55-001-000-005	PILOT $ DUE TO COUNTY					
TRECTY TREASURER CTY OF MONMOUTH		22-02896	3rd Quarter Pilot	58,809.72	0.00	
	Extd Total: TAXES PAYABLE:			2,831,843.38		
	Department Total: TAXES PAYABLE:			2,831,843.38		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			2,831,843.38		
	Fund Total: CURRENT			5,049,332.01		

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Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
2-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies					
VERITIV VERITIV OPERATING COMPANY		22-02520	#075-47002545 & #075-47993505	2,627.14	0.00	
2-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL JCPL		22-03088	#100 082 843 713 9/23-10/21	232.08	0.00	
JCPL JCPL		22-03125	#100 015 433 426 9/27 - 10/25	350.22	0.00	
				582.30		
2-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
GRAING GRAINGER, INC.		22-01691	BEACH MISC ITEMS NEEDED	172.98	0.00	B
UPTFAS UP-TITE FASTNERS INC.		22-01917	Misc Hardware	282.50	0.00	B
				455.48		
2-05-55-502-000-213	BEACH UTILITY O/E: Motor Vehicle					
SERVI005 SERVICE TIRE TRUCK CENTERS		22-03013	ATV,Rubota Tires Beach	2,760.00	0.00	
2-05-55-502-000-222	BEACH UTILITY O/E: Cable					
OPTIMUM OPTIMUM		22-03076	#07866-197754-01-4 10/16-11/14	157.41	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			6,582.33		
	Department Total: UTILITY OE			6,582.33		
2-05-55-546-000-905	BEACH UTILITY O/E: Boardwalk Repairs					
CAPEL005 CAPELA CONSTRUCTION, INC.		22-01316	BOARDWALK DECKING & REMOVAL	466,400.00	0.00	B
	Extd Total:			466,400.00		
	Department Total:			466,400.00		
	CAFR Total:			472,982.33		
	Fund Total: BEACH			472,982.33		
Fund: TRANSPORTATION UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
2-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
KEPSPR KEPWEL SPRING WATER		22-03133	ACCT #117290 OCOTBER 2022	12.00	0.00	
2-06-55-502-000-207	TRANS.UTILITY O/E: Internet					
OPTIMUM OPTIMUM		22-03117	#07866-196915-01-3 10/15-11/14	141.39	0.00	
2-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
PAYBY005 PAYBYPHONE TECHNOLOGIES, INC.		22-02935	INVPBP-HQ-4789 9/22 Trans Fees	219.24	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			372.63		
	Department Total: UTILITY OE			372.63		

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-06-55-546-000-903	TRANS.UTILITY O/E: Misc. Revenue Refunds					
JENKAPP Jennifer Kapp		22-02861	Refund for parking reservation	255.00	0.00	
	Extd Total:			255.00		
	Department Total:			255.00		
	CAFR Total:			627.63		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			627.63		
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
2-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
MCMCAR MCMASTER-CARR SUPPLY CO.		22-02736	55Gal Synthlube for RBCs	4,931.01	0.00	
2-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
TRABEA TRANS-BEARING COMPANY, INC.		22-01761	RBC Replacement Bearings	6,241.72	0.00	
2-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
GRAING GRAINGER, INC.		22-03025	Vent Parts for Garage Heat	98.76	0.00	
WARGEN WARSHAUER GENERATOR, LLC		22-03039	Rental of Emergency Generator	19,795.00	0.00	
				19,893.76		
2-07-55-502-000-209	SEWER UTILITY O/E: Fees					
SECWOR SECURITY WORLD INC.		22-03042	INV #60780 SEWER PLANT RADIOS	600.00	0.00	
2-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NEBNJ NEBULA NJ, LLC		22-02561	Replacement Heat Temp Control	2,255.71	0.00	
NJNATU N.J. NATURAL GAS CO.		22-03087	#10-3146-5850-17 9/12-10/12	3,209.26	0.00	
JCPL JCPL		22-03125	#100 015 433 426 9/27 - 10/25	20,084.01	0.00	
				25,548.98		
2-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
CERID005 CERIDA INVESTMENT CORP.		22-03004	INV #127-21951 OCTOBER 2022	153.44	0.00	
KEPSPR KEPWEL SPRING WATER		22-03133	ACCT #117290 OCOTBER 2022	62.50	0.00	
TERPES THE TERMINIX INTERNATIONAL CO		22-03143	pest control 10/17/22	90.00	0.00	
				305.94		
2-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER N.J. AMERICAN WATER CO.		22-03132	4000245111 SEPT 4000246018 AUG	806.80	0.00	
2-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL PASSAIC VALLEY SEWERAGE COM.		22-02901	INVOICE #521016 SEPTEMBER 2022	25,644.50	0.00	
2-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
MCMCAR MCMASTER-CARR SUPPLY CO.		22-02885	Unit Heater for Garage	2,548.36	0.00	
2-07-55-502-000-234	UTILITY OE ARP Funds					
ENGEN005 ENGENUITY INFRASTRUCTURE		22-00828	WWTP REVIEW & ALTERNATIVES	60,591.21	0.00	B
2-07-55-502-000-259	SEWER UTILITY O/E: Pmt.of Bond Principal					
USBANK US BANK OPERATIONS CTR.		22-02850	MCIA 2019B GOV.POOLED LOAN	30,000.00	0.00	

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Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-07-55-502-000-259		SEWER UTILITY O/E: Pmt.of Bond Principal Continued					
USBANK	US BANK OPERATIONS CTR.		22-03083	MCIA GovernmentalPooledLoans	163,420.00	0.00	
					193,420.00		
		Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			340,532.28		
		Department Total: UTILITY OE			340,532.28		
2-07-55-599-000-299		ACCRUED INTEREST ON BONDS & NOTES					
USBANK	US BANK OPERATIONS CTR.		22-02850	MCIA 2019B GOV.POOLED LOAN	18,299.94	0.00	
USBANK	US BANK OPERATIONS CTR.		22-03083	MCIA GovernmentalPooledLoans	67,726.01	0.00	
					86,025.95		
		Extd Total:			86,025.95		
		Department Total:			86,025.95		
		CAFR Total:			426,558.23		
		Fund Total: SEWER UTILITY: BUDGET:			426,558.23		
		Year Total:			5,949,500.20		
Fund:	GENERAL CAPITAL FUND BUDGET:						
Extd:	Odr. 2018-57 Acq. of Real Property FH						
C-04-55-998-176-001		Section 20 Costs					
SHOPOI	SHORE POINT ARCHITECTURE,PA		21-01208	ENGINEERING SERVICES NEW FIRE	60,677.00	0.00	B
		Extd Total: Odr. 2018-57 Acq. of Real Property FH			60,677.00		
		Department Total:			60,677.00		
		CAFR Total:			60,677.00		
		Fund Total: GENERAL CAPITAL FUND BUDGET:			60,677.00		
Fund:	PARKING CAPITAL						
Department:	Ord. 2022-8 Various Rd. Improvements						
Extd:	Ord. 2022-8 Various Rd. Improvements						
C-09-17-909-000-904		Section 20 Costs					
FRESOI	FREEHOLD SOIL CONSER.DIST.		22-03119	Application Monroe/Comstock	7,620.00	0.00	
		Extd Total: Ord. 2022-8 Various Rd. Improvements			7,620.00		
		Department Total: Ord. 2022-8 Various Rd. Improvements			7,620.00		
		CAFR Total:			7,620.00		
		Fund Total: PARKING CAPITAL			7,620.00		
		Year Total:			68,297.00		
Fund:	GRANT FUND BUDGET:						
G-02-43-956-022-202		Senior Center Grant					
SPRCON	SPRINGWOOD CENTER CONDOMINIUM		22-03137	4th Q Condo Association Fees	7,497.75	0.00	

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Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-956-022-211		Aff. Hsg. Allian. Educ./Rec. Enrichment					
MONMIN	MONSTER MINI GOLF		22-01969	20 campers for mini golf	180.00	0.00	
		Extd Total:			7,677.75		
		Department Total:			7,677.75		
		CAFR Total:			7,677.75		
		Fund Total:	GRANT FUND BUDGET:		7,677.75		
		Year Total:			7,677.75		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd:	2021 CDBG B21MC340100 CFDA 14.218						
T-17-80-850-850-001		2021 Administration					
CRAPRI	CRAFTMASTER PRINTING, INC.		22-02952	Standard Event Tent	825.00	0.00	
RESCAS	RESORTS CASINO HOTEL		22-03053	Hotel Stay for NJLM	206.00	0.00	
WBMASON	W.B.MASON CO., INC.		22-03055	Office Supplies	98.30	0.00	
					1,129.30		
		Extd Total:	2021 CDBG B21MC340100 CFDA 14.218		1,129.30		
		Department Total:			1,129.30		
		CAFR Total:			1,129.30		
		Fund Total:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:		1,129.30		
Fund:	TRUST OTHER						
T-20-56-850-878-801		Reserve for Recreation					
SHOLAN	FOURTH AVENUE BOWLING, CORP		22-01616	INV#220812 JULY 12, 13, 20 &27	1,368.50	0.00	
WBMASON	W.B.MASON CO., INC.		22-01948	wapterpark/summer camp	957.43	0.00	
					2,325.93		
		Extd Total:			2,325.93		
T-20-56-850-930-301		Reserve for Police Community Relations					
AMAZO005	AMAZON.COM SERVICES		22-02908	HALLOWEEN TRICK OR TREAT BAGS	50.90	0.00	
		Extd Total:			50.90		
		Department Total:			2,376.83		
		CAFR Total:			2,376.83		
		Fund Total:	TRUST OTHER		2,376.83		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-181-000-299		BLK 130/LOT 1-8-ASBURY PARTNER					
INSENG	INSITE ENGINEERING, LLC		22-02966	Old Insite invoices	822.00	0.00	
		Extd Total:			822.00		
		Department Total:			822.00		

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Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-213-000-299	PARKING LOT-BLK 144(MADISON ASBURY RET.)					
INSENG INSITE ENGINEERING, LLC		22-02966	Old Insite invoices	180.00	0.00	
	Extd Total:			180.00		
	Department Total:			180.00		
T-21-00-241-000-299	601 MATTISON AVE(NEW VERSAILLES REALTY)					
INSENG INSITE ENGINEERING, LLC		22-02966	Old Insite invoices	365.04	0.00	
	Extd Total:			365.04		
	Department Total:			365.04		
T-21-00-270-000-299	19-25 BORDEN AVENUE(INTERFAITH NEIGHBOR)					
INSENG INSITE ENGINEERING, LLC		22-02966	Old Insite invoices	150.00	0.00	
	Extd Total:			150.00		
	Department Total:			150.00		
T-21-00-294-000-299	707 COOKMAN AVENUE (MIKE SODANO)					
MICSOD Michael Sodano		22-03027	Refund of Escrow Balance	375.39	0.00	
	Extd Total:			375.39		
	Department Total:			375.39		
Department: SOLID WASTE						
T-21-00-305-000-299	206 1ST AVENUE(MON.COUNCIL#9 CIVIL SERV)					
INSENG INSITE ENGINEERING, LLC		22-02966	Old Insite invoices	112.50	0.00	
	Extd Total:			112.50		
	Department Total: SOLID WASTE			112.50		
T-21-00-348-000-299	722 COOKMAN AVE(722-724 COOKMAN ASS,LLC)					
INSENG INSITE ENGINEERING, LLC		22-02966	Old Insite invoices	156.00	0.00	
	Extd Total:			156.00		
	Department Total:			156.00		
T-21-00-357-000-299	GREEN SPACE/FOOD TRUCK (MADISON ASBURY)					
INSENG INSITE ENGINEERING, LLC		22-02961	Insite PB/ZB 6/22 Invoices	130.00	0.00	
	Extd Total:			130.00		
	Department Total:			130.00		
T-21-00-371-000-299	621 LAKE AVENUE(FIFTY-FOUR PIERREPONT)					
INSENG INSITE ENGINEERING, LLC		22-02966	Old Insite invoices	615.00	0.00	
	Extd Total:			615.00		
	Department Total:			615.00		
T-21-00-380-000-299	649 MATTISON AVENUE(649 MATTISON, LLC)					
CLACAN CLARKE CATON HINTZ PC		22-02915	Back CCH invoices 2022	36.25	0.00	

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Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-380-000-299	649 MATTISON AVENUE(649 MATTISON, LLC) Continued					
INSENG INSITE ENGINEERING, LLC		22-02961	Insite PB/ZB 6/22 Invoices	130.00	0.00	
				166.25		
	Extd Total:			166.25		
	Department Total:			166.25		
T-21-00-382-000-299	1101 OCEAN(PERF.GUARANTEE)(ISTAR,INC.)					
INSENG INSITE ENGINEERING, LLC		22-02966	Old Insite invoices	733.22	0.00	
	Extd Total:			733.22		
	Department Total:			733.22		
T-21-00-403-000-299	5TH AVE.PAVILION(INSPECTION)(MAD.MARQ.)					
INSENG INSITE ENGINEERING, LLC		22-02966	Old Insite invoices	104.28	0.00	
	Extd Total:			104.28		
	Department Total:			104.28		
T-21-00-447-000-299	545 LAKE-INSPECTION(545 LAKE AVE,LLC)					
INSENG INSITE ENGINEERING, LLC		22-02961	Insite PB/ZB 6/22 Invoices	564.57	0.00	
	Extd Total:			564.57		
	Department Total:			564.57		
T-21-00-478-000-299	407-409 SEWALL AVE.(407 SEWALL AVE.,LLC)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	718.14	0.00	
INSENG INSITE ENGINEERING, LLC		22-02961	Insite PB/ZB 6/22 Invoices	371.07	0.00	
				1,089.21		
	Extd Total:			1,089.21		
	Department Total:			1,089.21		
T-21-00-497-000-299	917 ASBURY AVENUE(H4 HOLDINGS, LLC)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	215.00	0.00	
INSENG INSITE ENGINEERING, LLC		22-02961	Insite PB/ZB 6/22 Invoices	260.00	0.00	
				475.00		
	Extd Total:			475.00		
	Department Total:			475.00		
T-21-00-499-000-299	216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	260.00	0.00	
INSENG INSITE ENGINEERING, LLC		22-02961	Insite PB/ZB 6/22 Invoices	858.03	0.00	
				1,118.03		
	Extd Total:			1,118.03		
	Department Total:			1,118.03		

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-504-000-299	722-724 COOKMAN(INSPECTION)(C&C COOKMAN)					
INSENG INSITE ENGINEERING, LLC		22-02961	Insite PB/ZB 6/22 Invoices	992.34	0.00	
	Extd Total:			992.34		
	Department Total:			992.34		
T-21-00-516-000-299	507 BOND ST(INSPECTION)(EAGON BROS.PTR.)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	579.07	0.00	
	Extd Total:			579.07		
	Department Total:			579.07		
T-21-00-518-000-299	AP TRIANGLE-INSPECTION(ASBURY PRT/iStar)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	503.13	0.00	
INSENG INSITE ENGINEERING, LLC		22-02961	Insite PB/ZB 6/22 Invoices	794.94	0.00	
				1,298.07		
	Extd Total:			1,298.07		
	Department Total:			1,298.07		
Department: BOND PRINCIPAL						
T-21-00-520-000-299	1121 ASBURY AVENUE(NICOLE GRAHAM)					
INSENG INSITE ENGINEERING, LLC		22-02961	Insite PB/ZB 6/22 Invoices	310.50	0.00	
	Extd Total:			310.50		
	Department Total: BOND PRINCIPAL			310.50		
T-21-00-526-000-299	527 BANGS-INSPECTIONS (PEARLBUD REALTY)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	503.13	0.00	
INSENG INSITE ENGINEERING, LLC		22-02961	Insite PB/ZB 6/22 Invoices	294.57	0.00	
				797.70		
	Extd Total:			797.70		
	Department Total:			797.70		
T-21-00-534-000-299	1317-1319 SPRINGWOOD(BROTHER INTHE BLUE)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	717.50	0.00	
	Extd Total:			717.50		
	Department Total:			717.50		
T-21-00-535-000-299	704 4TH AVE(INSP.FEE)(13 GRAND POINT WY)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	1,384.26	0.00	
INSENG INSITE ENGINEERING, LLC		22-02961	Insite PB/ZB 6/22 Invoices	447.57	0.00	
				1,831.83		
	Extd Total:			1,831.83		
	Department Total:			1,831.83		

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-543-000-299	531 COOKMAN AVE(ISABELLA/ASBURY ALE HSE)					
CLACAN CLARKE CATON HINTZ PC		22-02937	CCH Ale house invoices	1,711.25	0.00	
	Extd Total:			1,711.25		
	Department Total:			1,711.25		
T-21-00-545-000-299	900-904 SPRINGWOOD(MEMORIAL AVE HOLDING)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	2,029.20	0.00	
CLACAN CLARKE CATON HINTZ PC		22-02915	Back CCH invoices 2022	2,866.76	0.00	
				4,895.96		
	Extd Total:			4,895.96		
	Department Total:			4,895.96		
T-21-00-546-000-299	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	850.00	0.00	
	Extd Total:			850.00		
	Department Total:			850.00		
T-21-00-549-000-299	929 ASBURY/1000 1ST(PARTNER PROP.,LLC)					
CLACAN CLARKE CATON HINTZ PC		22-02915	Back CCH invoices 2022	740.00	0.00	
	Extd Total:			740.00		
	Department Total:			740.00		
T-21-00-550-000-299	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	450.00	0.00	
CLACAN CLARKE CATON HINTZ PC		22-02915	Back CCH invoices 2022	4,662.80	0.00	
				5,112.80		
	Extd Total:			5,112.80		
	Department Total:			5,112.80		
T-21-00-557-000-299	1109 GRAND AVENUE(ANDREW & LIANA MOSS)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	895.00	0.00	
	Extd Total:			895.00		
	Department Total:			895.00		
T-21-00-560-000-299	614 COOKMAN AVENUE(614 COOKMAN, LLC)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	400.00	0.00	
	Extd Total:			400.00		
	Department Total:			400.00		
T-21-00-566-000-299	807 MEMORIAL DR.(BREAKWATER TREATMENT)					
CLACAN CLARKE CATON HINTZ PC		22-02915	Back CCH invoices 2022	4,051.85	0.00	
	Extd Total:			4,051.85		
	Department Total:			4,051.85		

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-567-000-299	1201 FIRST AVENUE(JASON TUCKER)					
HILLW005 HILL WALLACK LLP		22-03068	Invoice 657249 1201 1st Ave.	70.00	0.00	
	Extd Total:			70.00		
	Department Total:			70.00		
T-21-00-574-000-299	200 COOKMAN AVENUE(ASBURY PARTNERS, LLC)					
INSENG INSITE ENGINEERING, LLC		22-02891	Insite Engineering 10.7.22	840.00	0.00	
CLACAN CLARKE CATON HINTZ PC		22-02915	Back CCH invoices 2022	1,939.54	0.00	
				2,779.54		
	Extd Total:			2,779.54		
	Department Total:			2,779.54		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			35,189.90		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			35,189.90		
Fund: ISTAR-2 ESCROW FUND:						
T-42-56-850-850-802	ISTAR-2 ESCROW - Miscellaneous					
MARFAL MARAZITI FALCON, LLP		22-02951	Professional Services Rendered	14,852.50	0.00	
	Extd Total:			14,852.50		
	Department Total:			14,852.50		
	CAFR Total:			14,852.50		
	Fund Total: ISTAR-2 ESCROW FUND:			14,852.50		
Fund: CITY OF ASBURY PARK REDEVELOPMENT ESCROW						
T-48-56-850-000-813	TURF PLAN AMENDMENT(INTERFAITH NEIGHBOR)					
ARCHGR ARCHER & GREINER, P.C.		22-02964	Invoice 4265454 Interfaith	3,640.00	0.00	
T-48-56-850-000-819	5TH AVE.PAVILION(MADISON ASBURY RETAIL)					
MARFAL MARAZITI FALCON, LLP		22-03009	PROFESSIONAL SERVICES RENDERED	11,273.84	0.00	
T-48-56-850-000-826	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)					
MARFAL MARAZITI FALCON, LLP		22-02932	Professional Services Rendered	8,450.00	0.00	
T-48-56-850-000-830	216-218 3RD AVENUE(K.HOVNANIAN CO.,LLC)					
MARFAL MARAZITI FALCON, LLP		22-02932	Professional Services Rendered	422.50	0.00	
T-48-56-850-000-839	45 BORDEN AVE.(VETERAN REL.PROJECT,LLC)					
JAMESLM James L. Marchese		22-02947	45 Borden Escrow Refund	1,798.77	0.00	
T-48-56-850-000-842	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)					
MARFAL MARAZITI FALCON, LLP		22-02932	Professional Services Rendered	1,202.50	0.00	
T-48-56-850-000-846	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)					
MARFAL MARAZITI FALCON, LLP		22-02932	Professional Services Rendered	2,697.50	0.00	
T-48-56-850-000-849	901/201 MEMORIAL DR(CONCRETE PROP,LLC)					
ARCHGR ARCHER & GREINER, P.C.		22-02965	Invoice 4259819	5,362.50	0.00	

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-853	OCEAN AVENUE(ROW)(MUNISITE HOLDING GRP)					
HILLW005 HILL WALLACK LLP		22-03040	Invoice 657242 ROW Use	105.00	0.00	
T-48-56-850-000-854	DUNLEWY STREET VACATION(CSB835, LLC)					
HILLW005 HILL WALLACK LLP		22-03067	Invoice 657253 COAP Dunlew-Pro	262.50	0.00	
T-48-56-850-000-855	1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)					
MARFAL MARAZITI FALCON, LLP		22-02932	Professional Services Rendered	1,365.00	0.00	
	Extd Total:			36,580.11		
	Department Total:			36,580.11		
	CAFR Total:			36,580.11		
	Fund Total:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW		36,580.11		
	Year Total:			90,128.64		

Total Charged Lines: 453 Total List Amount: 6,234,292.59 Total Void Amount: 0.00

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Totals by Year-Fund Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Total
CURRENT	1-01	92,689.00	0.00	92,689.00	0.00	0.00	92,689.0
BEACH	1-05	6,000.00	0.00	6,000.00	0.00	0.00	6,000.0
TRANSPORTATION UT	1-06	5,000.00	0.00	5,000.00	0.00	0.00	5,000.0
SEWER UTILITY: BU	1-07	15,000.00	0.00	15,000.00	0.00	0.00	15,000.0
Year Total:		118,689.00	0.00	118,689.00	0.00	0.00	118,689.0
CURRENT	2-01	5,049,332.01	0.00	5,049,332.01	0.00	0.00	5,049,332.0
BEACH	2-05	472,982.33	0.00	472,982.33	0.00	0.00	472,982.3
TRANSPORTATION UT	2-06	627.63	0.00	627.63	0.00	0.00	627.6
SEWER UTILITY: BU	2-07	426,558.23	0.00	426,558.23	0.00	0.00	426,558.2
Year Total:		5,949,500.20	0.00	5,949,500.20	0.00	0.00	5,949,500.2
GENERAL CAPITAL F	C-04	60,677.00	0.00	60,677.00	0.00	0.00	60,677.0
PARKING CAPITAL	C-09	7,620.00	0.00	7,620.00	0.00	0.00	7,620.0
Year Total:		68,297.00	0.00	68,297.00	0.00	0.00	68,297.0
GRANT FUND BUDGET	G-02	7,677.75	0.00	7,677.75	0.00	0.00	7,677.7
COMMUNITY DEVELOP	T-17	1,129.30	0.00	1,129.30	0.00	0.00	1,129.3
TRUST OTHER	T-20	2,376.83	0.00	2,376.83	0.00	0.00	2,376.8
PLANNING & ZONING	T-21	35,189.90	0.00	35,189.90	0.00	0.00	35,189.9
ISTAR-2 ESCROW FU	T-42	14,852.50	0.00	14,852.50	0.00	0.00	14,852.5
CITY OF ASBURY PA	T-48	36,580.11	0.00	36,580.11	0.00	0.00	36,580.1
Year Total:		90,128.64	0.00	90,128.64	0.00	0.00	90,128.6
Total Of All Funds:		6,234,292.59	0.00	6,234,292.59	0.00	0.00	6,234,292.5

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

November 10, 2022 Council Meeting:

Balance Brought Forward from Total List Amount	$	6,234,292.59
CMRS - FP Postage		2,500.00
CDW Government		534.30
	$	6,237,326.89

Attachment: Bill List 11-10-22 (2022-448 : Payment of Bills)

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-449
Resolution awarding a contract with J.C. Contracting Inc. for trenching and running conduit needed for the new digital sign at City Hall totaling $9,650.00 utilizing DPW funds.

RESOLUTION NO. 2022-449

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AWARDING A CONTRACT TO J.C. CONTRACTING FOR TRENCHING AND RUNNING CONDUIT NEEDED FOR THE NEW DIGITAL SIGN

WHEREAS, the City has a need for trenching and running conduit for the installation of the new digital sign at City Hall; and

WHEREAS, the City has solicited quotes from J.C. Contracting, Inc. and Elite Electrical Contractors, LLC; and

WHEREAS, the City of Asbury Park is desirous of authorizing the City Manager to execute a contract with J.C. Contracting in the amount of $9,650.00 for the trenching and running of conduit needed for the installation of the new digital sign at City Hall; 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 the following accounts 2-01-26-290-000-220 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 authorizing the City Manager to execute a contract with J.C. Contracting, Inc. in the amount of $9,650.00 for the trenching and running of conduit needed for the installation of the new digital sign at City Hall.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-449 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

J. C. CONTRACTING, INC.
681 MILL STREET
RAHWAY, NJ 07065
732 827-5500 Fax 732 827-5312

PROPOSAL DATE:
September 2, 2022

QUOTE

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

Scope of Work:

Use rock wheel to trench, clean spoils, and dispose of.

Install (2) 1½" diameter PVC conduits.

Excavate by hand behind island and planting by hand behind island and planting bed at building.

Backfill trench in roadway with concrete up to 2" from surface.

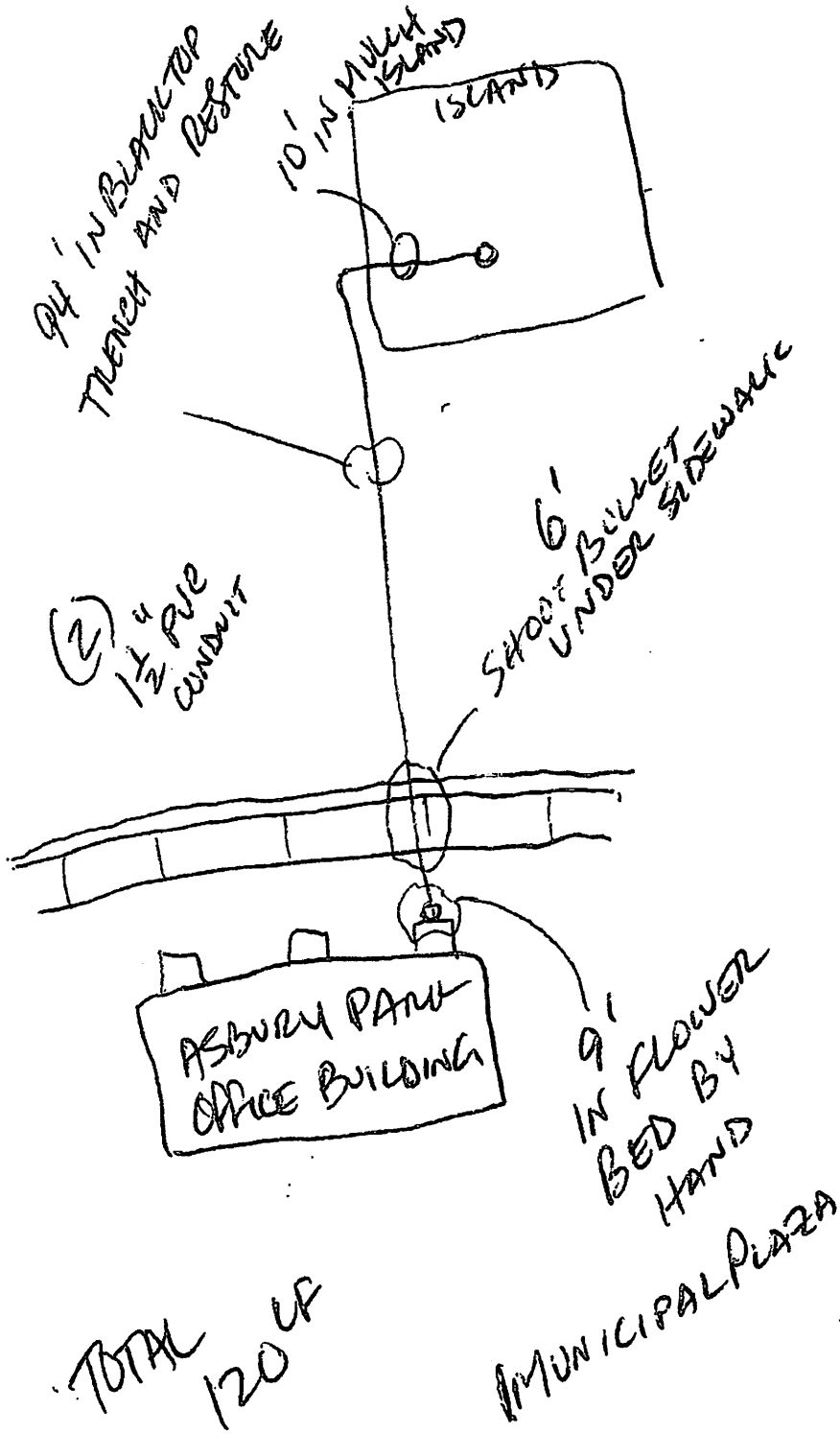
Let it set and place hot mix asphalt type I-5 and compact flush with existing surface.

TOTAL AMOUNT: **$9,650.00**

EXCLUSIONS
POLICE
PREMIUM OR HOLIDAY WORK
PERMITS-INSPECTIONS

EQUAL OPPORTUNITY EMPLOYER

Attachment: QUOTES FOR TRENCHING & CONDUIT FOR DIGITAL SIGN (2022-449 : Awarding a contract to J.C. Contracting for theTrenching



Attachment: QUOTES FOR TRENCHING & CONDUIT FOR DIGITAL SIGN (2022-449 : Awarding a contract to J.C. Contracting for theTrenching

ELITE ELECTRICAL CONTRACTORS LLC.

330 Harvard Avenue
Hillside, NJ 07205

QUOTE

License# 1589

Elite Electrical Contractors, LL
330 Harvard Avenu
Hillside, New Jersey 0720
United State

Phone: (908) 276-300
Mobile: (973) 390-887

City of Asbury Park

1 Municipal Park

Asbury Park NJ 07712

Quote Date: September 5, 2022

Location: Asbury Park

Services

Location# 1 Municipal Parking Lot

Supply Labor, Equipment, and Materials to complete job as Follows:

Saw cut blacktop 100LF x 1Ft wide remove and dispose of off-site. excavate and install (2) 1 1/2" diameter PVC conduits and stub up at building and island. backfill, compact, and place 4" blacktop type I-5, roll smooth.

Total Location Cost: $12,500.00

Location#2 Main Street and 7th Avenue

Pick up and install Class 4 (35ft) utility pole at the north west corner of the intersection clean up spoils and dispose of off-site.

Total Location Cost: $8,800.00

Notes / Terms

Price is valid for 60 days.

Attachment: QUOTES FOR TRENCHING & CONDUIT FOR DIGITAL SIGN (2022-449 : Awarding a contract to J.C. Contracting for theTrenching &

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-450
Resolution authorizing the rolling door repairs needed at the Department of Public Works totaling $12,490.00 from NJ Overhead Doors utilizing the Monmouth County Co-Op Contract F-23-2021.

RESOLUTION NO. 2022-450

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING DOOR REPAIRS NEEDED AT THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City has a need to repair rolling door #9 at the Department of Public Works; and

WHEREAS, the City has obtained a quote from New Jersey Overhead Door totaling $12,490.00 utilizing the Monmouth County Co-Op Contract #F-23-2021; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to New Jersey Overhead Door in the amount of $12,490.00 for the rolling door repairs needed at DPW; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 201-26-290-000-220. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes New Jersey Overhead Door for the rolling door repairs needed at the Department of Public Works in the amount of $12,490.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Manager, Director of Capital Projects & Public Facilities, and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-450 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

NJOD
NEW JERSEY OVERHEAD DOOR
PO Box 376
Bayville New Jersey 08721

Phone # 732-998-6200
E-mail donna@njod.com

ESTIMATE

Date	Estimate #
10/17/2022	22-1008

P.O. Number	Contract#
	F-23-2021

Bill To	Job Site
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ	DPW

Item Code	Description	Quantity	Rate	Total
Installation	Door #9. Take out an take away old curtain. -Replace entire rolling steel curtain - New bottom bar. - Also opener needs to be replaced -1 gear head Liftmaster opener 3ph 208v 3/4 hp.		2,350.00	2,350.00
Labor	16 hrs labor 2 guys		3,040.00	3,040.00
Curtain	Curtain 12x14	1	7,100.00	7,100.00

Subtotal	$12,490.00
Sales Tax (0.0%)	$0.00
Total	$12,490.00

Mike - Mgr
732-691-1503

Donna
732-998-6200

Jacqueline
215-350-5794

Attachment: NJ OVERHEAD DOOR QUOTE (2022-450 : Authorizing Door Repairs Needed at the Department of Public Works)

Malvina Zylstra

From: Edward Pawlicki
Sent: Tuesday, October 25, 2022 12:33 PM
To: Malvina Zylstra
Subject: FW: [EXTERNAL] Estimate 22-1008 from New Jersey Overhead Door LLC
Attachments: Est_221008_from_New_Jersey_Overhead_Door_LLC_81848.pdf

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone

-------- Original message --------
From: donna@njod.com
Date: 10/25/22 12:32 PM (GMT-05:00)
To: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Cc: Edward Pawlicki <Edward.Pawlicki@cityofasburypark.com>
Subject: [EXTERNAL] Estimate 22-1008 from New Jersey Overhead Door LLC

revised

Sincerely,
New Jersey Overhead Door LLC

732-998-6200
www.njod.com

Attachment: NJ OVERHEAD DOOR QUOTE (2022-450 : Authorizing Door Repairs Needed at the Department of Public Works)

NJOD
NEW JERSEY OVERHEAD DOOR
PO Box 376
Bayville New Jersey 08721

Phone # 732-998-6200
E-mail donna@njod.com

ESTIMATE

Date	Estimate #
10/17/2022	22-1008

P.O. Number	Contract#
	F-23-2021

Bill To	Job Site
City of Asbury Park 1 Municipal Plaza Asbury Park, NJ	DPW

Item Code	Description	Quantity	Rate	Total
Installation	Door #9. Take out an take away old curtain. -Replace entire rolling steel curtain - New bottom bar. - Also opener needs to be replaced -1 curtain 12x14 $7100 -1 gear head Liftmaster opener 3ph 208v 3/4 hp.		2,350.00	2,350.00
Labor	16 hrs labor 2 guys		3,040.00	3,040.00

Subtotal	$5,390.00
Sales Tax (0.0%)	$0.00
Total	$5,390.00

Mike - Mgr
732-691-1503

Donna
732-998-6200

Jacqueline
215-350-5794

Attachment: NJ OVERHEAD DOOR QUOTE (2022-450 : Authorizing Door Repairs Needed at the Department of Public Works)

CITY OF ASBURY PARK

ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712
(732) 775-2100

NJ TAX EXEMPT AND:

PURCHASE ORDER
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.
No. 22-03007

Pg

SHIP TO
PUBLIC MAINTENANCE
9 MAIN STREET
ASBURY PARK, NJ 07712

VENDOR #: NEWJE005

VENDOR
NEW JERSEY OVERHEAD DOOR LLC
221 SANDLEWOOD DRIVE
P.O. BOX 376
BAYVILLE, NJ 08721

ORDER DATE: 10/20/22
REQUISITION NO: T-003736
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

THIS ORDER IS TAX EXEMPT PER N.J.S.A. 54:32B-9(a)(1) - FEDERAL ID #21-6000035

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL CO
1.00	replacement of door#9 DPW MC CO-OP CONTRACT #F-23-2021	2-01-26-290-000-220 STREETS & ROAD Repairs	5,390.0000	5,390.
			TOTAL	5,390

Ordered 10/25/22

Need to Rep ~~[illegible]~~ the door
$7,100

This is for installation
MOTOR
5,390.
T-003736

VENDOR DO NOT ACCEPT UNLESS SIGNED: Date: _____ Signed: JoAnn Boos

I, having knowledge of the facts certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

SIGNATURE _____ DATE _____

ALL DEPARTMENT HEADS RESPONSIBLE FOR MONITORING THE RECEIPT OF ALL ORDERED SERVICES AND MATERIALS. THE PAYMENT VOUCHER SHOULD NOT BE SIGNED UNTIL ALL THE GOODS ARE RECEIVED OR ARRANGEMENTS HAVE MADE FOR PARTIAL PAYMENTS FOR WHICH YOU HAVE ADVISED THE PURCHASING AND FINANCE DEPARTMENT.

RECEIVING COPY - RETURN TO FINANCE SIGNED

Craftmaster Printing

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-451
Resolution authorizing the emergency generator repairs needed at the WWTP totaling $7,857.11 from GenServe, LLC utilizing sewer funds.

RESOLUTION NO. 2022-451

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING EMERGENCY GENERATOR REPAIRS NEEDED AT THE WASTE WATER TREATMENT PLANT

WHEREAS, the City had approved via Resolution 2022-156 the emergency repairs and maintenance as needed at the Waste Water Treatment Plant; and

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for the emergency generator rental needed at the WWTP; and

WHEREAS, the declarations of the emergency are on file with the CFO, Director of Purchasing and the City Manager as per the Local Public Contract Law; and

WHEREAS, the Sewer Department solicited the attached quotes from GenServe, LLC; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to GenServe, LLC in the amount of $7,857.11 for the emergency generator repairs needed at the Waste Water Treatment Plant; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Sewer Account 2-07-55-502-000-218. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes GenServe, LLC for the emergency generator repairs needed at the Waste Water Treatment Plant in the amount of $7,857.11.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Manager, Director of Capital Projects & Public Facilities, Sewer Plant Manager and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-451 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK

ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712
(732) 775-2100

NJ TAX EXEMPT

PURCHASE ORDER
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.

No. 22-03047

Pg 1

SHIP TO
SEWER PLANT
8TH. AVENUE & OCEAN
ASBURY PARK, NJ 07712

ORDER DATE: 10/24/22
REQUISITION NO: T-003790
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

VENDOR #: GENINC

VENDOR
GENSERVE, LLC
100 NEWTOWN ROAD
PLAINVIEW, NY 11803

THIS ORDER IS TAX EXEMPT PER N.J.S.A. 54:32B-9(a)(1) - FEDERAL ID #21-6000035

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL CO
1.00	EMERGENCY GENERATOR REPAIRS AT SEWER PLANT	2-07-55-502-000-218 SEWER UTILITY O/E: Contract	7,857.1100 Services	7,857.
			TOTAL	7,857.

VENDOR DO NOT ACCEPT UNLESS SIGNED: Date: 10/24/22 Signed: JoAnn Ross

TERMS AND CONDITIONS

INVOICES - Invoices for partial shipments shall not be considered due for payment until shipment is completed or balance order has been canceled by us or agreed upon by the Finance Department. Insert invoice number with all correspondence.

PACKING - Damage to any material not packed to insure proper protection to same will be charged to vendor. Packages m be marked plainly with shipper's name and our Purchase Order Number.

DELIVERY - All materials must be shipped prepaid to destination shown on this order. Delivery must be made withi reasonable time, or that stated on our order. Failing in which we reserve the right to cancel this order and purchase elsewhere.

TREASURER'S OFFICE COPY

Attachment: GENSERVE GENERATOR REPAIRS PO #22-03047 (2022-451 : Authorizing Emergency Generator Repairs Needed at the WWTP)

GenServe

Corporate Office
100 Newtown Rd
Plainview, New York 11803
United States
Remit Payment Here

Branch Office
341 Kaplan Dr
#1
Fairfield, NJ 07004
US

Sales Quotation

Customer Information
Asbury Park Sewerage Authority
1700 Kingsley Street
Asbury Park, New Jersey 07712
United States

Prepared By
Steven Andiorio
(973) 614-0091
sandiorio@genserveinc.com

Q-01249
Quote Generated On:
10/24/2022
Expires On: 11/23/2022

Power when you need it is GenServe's promise. GenServe is your single solution to all of your power back-up needs. GenServe has been providing superior industrial generator sales and service for two decades and has grown to be the largest company in the metro area. With more than 100 trucks on the road, on average our expert technicians can get to you within two hours.

ATT: RUDY CORONA

Generator- Sewerage Kohler 500kw Sn SGM32HPT8

This quote is for the diagnostics Of 10/20 and 10/21, plus the repair labor for the replacement if the unit controller and interface module, due to corrosion. Corrosion has effected all related electrical connections, Additional labor is needed for unforseen issues that may arrise once operational.

Following the repair, the unit will be inspected for repair integrity and unit operation.

Description	Quantity	Unit Price	Extended Price
APM402 CONTROLLER	1.00	$2,362.50	$2,362.50
INTERFACE MODULE	1.00	$906.11	$906.11
SHIP	1.00	$126.00	$126.00
DISGNOSTIC RG LABOR 10/21	6.00	$225.00	$1,350.00
DIAGNOSTIC RG LABOR 10/20	3.00	$225.00	$675.00
DIAGNOSTIC OT LABOR 10/20	1.00	$337.50	$337.50
TECHNICIA REPAIR RG LABOR	8.00	$225.00	$1,800.00
2 X TRAVEL CHARGE	2.00	$150.00	$300.00

Payment Terms: NET 30

Subtotal: $7,857.11
Tax: $0.00

Total: $7,857.11

Customer PO#: _____ **Signature:** _____ **Date:** _____

Attachment: GENSERVE GENERATOR REPAIRS PO #22-03047 (2022-451 : Authorizing Emergency Generator Repairs Needed at the WWTP)

Tracy Lizardi

From: Robert Bianchini
Sent: Monday, October 24, 2022 1:15 PM
To: Tracy Lizardi
Cc: Donna Vieiro
Subject: RE: Generator Repair Quote from Genserve

I believe Donna said already do what we need to do and get it done.

From: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Sent: Monday, October 24, 2022 1:11 PM
To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>
Cc: Donna Vieiro <Donna.Vieiro@cityofasburypark.com>
Subject: RE: Generator Repair Quote from Genserve

This is over the quote threshold; therefore, an emergency would need to get declared and then a requisition would neec to get submitted.

From: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>
Sent: Monday, October 24, 2022 1:05 PM
To: JoAnn Boos <JoAnn.Boos@cityofasburypark.com>; Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Cc: Donna Vieiro <Donna.Vieiro@cityofasburypark.com>
Subject: FW: Generator Repair Quote from Genserve

This is the quote for the generator to get fixed. Can we get a P.O. quick I don't want to pay a extra week if I don't have to.

From: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Sent: Monday, October 24, 2022 12:04 PM
To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>
Subject: Generator Repair Quote from Genserve

Rudolph J Corona Superintendent
City of Asbury Park Wastewater Treatment
1700 Kingsley Street Asbury Park NJ 07712
732-774-5131 Plant (leave message)
732-921-1074 Mobile
732-502-0961 Fax

From: Steven Andiorio <SAndiorio@genserveinc.com>
Sent: Monday, October 24, 2022 12:02 PM
To: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Subject: [EXTERNAL] Asbury Sewerage Gen Diagnosis and Repair Q-01249

Attachment: GENSERVE GENERATOR REPAIRS PO #22-03047 (2022-451 : Authorizing Emergency Generator Repairs Needed at the WWTP)

Rudy, Please see attached quote for the generator repair. Please respond with a purchase order and a signed quote. Call me if you have any questions.

Thank You

Steven F. Andiorio

Service Advisor
Genserve, LLC
341 Kaplan Drive
Fairfield, NJ 07004
973-614-0091 ex 203
973-614-0095 Fax

Attachment: GENSERVE GENERATOR REPAIRS PO #22-03047 (2022-451 : Authorizing Emergency Generator Repairs Needed at the WWTP)

Tracy Lizardi

From: Donna Vieiro
Sent: Friday, October 21, 2022 10:30 AM
To: Rudy Corona; Robert Bianchini; Tracy Lizardi; JoAnn Boos
Subject: RE: Sewer Plant Generator

Thanks Rudy. Move forward as needed.

Donna

From: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Sent: Friday, October 21, 2022 10:19 AM
To: Donna Vieiro <Donna.Vieiro@cityofasburypark.com>; Robert Bianchini <Robert.Bianchini@cityofasburypark.com>; Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>
Subject: Sewer Plant Generator

Good Morning, here is the situation as of now with our emergency generator. Genserve is on site now and they are working on the generator trying to ascertain the problems. The prognosis so far is not good at all, apparently there are multiple issues both with corrosion on the contacts and failure of the main control circuits. In short, the generator will not be operable for a few days or possibly longer due to parts availability. Therefore we need to look into the possibility of securing / installing a 550KW rental generator to keep us protected in case of power failure. I will reiterate that I cannot operate the plant at all without electric power, there is no "bypass" valves, etc. No power, the City will start backing up within a few hours. Robert and I have started reaching out to see what is available to rent, so that we are out ahead of this situation because there is a time factor with installation, etc. If we need to go the rental route, we will need to have this declared an emergency so we can do what we need to do quickly.
Thanks
Rudy

Rudolph J Corona Superintendent
City of Asbury Park Wastewater Treatment
1700 Kingsley Street Asbury Park NJ 07712
732-774-5131 Plant (leave message)
732-921-1074 Mobile
732-502-0961 Fax

Attachment: GENSERVE GENERATOR REPAIRS PO #22-03047 (2022-451 : Authorizing Emergency Generator Repairs Needed at the WWTP)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 23, 2022
RESOLUTION SUMMARY

2022-156
Resolution authorizing the emergency repairs and maintenance as needed and to maintain DEP compliance at the Waste Water Treatment Plant.

Attachment: GENSERVE GENERATOR REPAIRS PO #22-03047 (2022-451 : Authorizing Emergency Generator Repairs Needed at the WWTP)

Attachment: GENSERVE GENERATOR REPAIRS PO #22-03047 (2022-451 : Authorizing Emergency Generator Repairs Needed at the WWTP)

RESOLUTION NO. 2022-156

City of Asbury Park
County of Monmouth
State of New Jersey

AUTHORIZING THE EMERGENCY REPAIRS AND MAINTENANCE AS NEEDED AT THE WASTE WATER TREATMENT PLANT

WHEREAS, due to the conditions at the Waste Water Treatment Plant, the City Manager has declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for repairs and maintenance as needed and to maintain compliance with DEP; and

WHEREAS, the declarations of the emergency will be on file with the CFO, Director of Purchasing and the City Manager as per the Local Public Contract Law; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the emergency repairs and maintenance as needed at the Waste Water Treatment Plant and to maintain compliance with DEP.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Manager, Superintendent of DPW, Sewer Plant Manager and Purchasing Agent and the City Clerk is to advertise the contract as per the Local Public Contracts Law.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-156 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

CERTIFIED BY ME THIS 24th DAY OF March, 2022.

Melody Hartsgrove, City Clerk 3/24/2022

LISA ESPOSITO
CITY CLERK

✓ Vote Record - Resolution 2022-156						
☑ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading ☐ Resolution Failed for Lack of Seconder			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Mover	☑	☐	☐	☐
	Yvonne Clayton	Voter	☑	☐	☐	☐
	Jesse Kendle	Voter	☑	☐	☐	☐
	Amy Quinn	Voter	☐	☐	☐	☑
	John Moor	Seconder	☑	☐	☐	☐

Attachment: GENSERVE GENERATOR REPAIRS PO #22-03047 (2022-451 : Authorizing Emergency Generator Repairs Needed at the WWTP)

Tracy Lizardi

From: Donna Vieiro
Sent: Friday, October 21, 2022 10:30 AM
To: Rudy Corona; Robert Bianchini; Tracy Lizardi; JoAnn Boos
Subject: RE: Sewer Plant Generator

Thanks Rudy. Move forward as needed.

Donna

From: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Sent: Friday, October 21, 2022 10:19 AM
To: Donna Vieiro <Donna.Vieiro@cityofasburypark.com>; Robert Bianchini <Robert.Bianchini@cityofasburypark.com>; Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>
Subject: Sewer Plant Generator

Good Morning, here is the situation as of now with our emergency generator. Genserve is on site now and they are working on the generator trying to ascertain the problems. The prognosis so far is not good at all, apparently there are multiple issues both with corrosion on the contacts and failure of the main control circuits. In short, the generator will not be operable for a few days or possibly longer due to parts availability. Therefore we need to look into the possibility of securing / installing a 550KW rental generator to keep us protected in case of power failure. I will reiterate that I cannot operate the plant at all without electric power, there is no "bypass" valves, etc. No power, the City will start backing up within a few hours. Robert and I have started reaching out to see what is available to rent, so that we are out ahead of this situation because there is a time factor with installation, etc. If we need to go the rental route, we will need to have this declared an emergency so we can do what we need to do quickly.
Thanks
Rudy

Rudolph J Corona Superintendent
City of Asbury Park Wastewater Treatment
1700 Kingsley Street Asbury Park NJ 07712
732-774-5131 Plant (leave message)
732-921-1074 Mobile
732-502-0961 Fax

Attachment: GENSERVE GENERATOR REPAIRS PO #22-03047 (2022-451 : Authorizing Emergency Generator Repairs Needed at the WWTP)

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-452
Resolution authorizing the emergency generator rental needed at the WWTP totaling $19,795.00 from Warshauer Generator LLC utilizing sewer funds.

RESOLUTION NO. 2022-452

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING EMERGENCY GENERATOR RENTAL NEEDED AT THE WASTE WATER TREATMENT PLANT

WHEREAS, the City had approved via Resolution 2022-156 the emergency repairs and maintenance as needed at the Waste Water Treatment Plant; and

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for the emergency generator rental needed at the WWTP; and

WHEREAS, the declarations of the emergency are on file with the CFO, Director of Purchasing and the City Manager as per the Local Public Contract Law; and

WHEREAS, the Sewer Department received the attached invoice from Warshauer Generator, LLC; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to Warshauer Generator, LLC in the amount of $19,795.00 for the emergency generator rental needed at the Waste Water Treatment Plant; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Sewer Account 2-07-55-502-000-206. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes Warshauer Generator, LLC for the emergency generator rental needed at the Waste Water Treatment Plant in the amount of $19,795.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Manager, Director of Capital Projects & Public Facilities, Sewer Plant Manager and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-452 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK

ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712
(732) 775-2100

NJ TAX EXEMPT AND:

PURCHASE ORDER
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.

No. 22-03039

PO

SHIP TO
FINANCE DEPT.
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

VENDOR #: WARGEN

VENDOR
WARSHAUER GENERATOR, LLC
800 SHREWSBURY AVENUE
TINTON FALLS, NJ 07724

ORDER DATE: 10/24/22
REQUISITION NO: T-003775
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

CHECK DATE	CHECK NO.

THIS ORDER IS TAX EXEMPT PER N.J.S.A. 54:32B-9(a)(1) - FEDERAL ID #21-6000035

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Rental of Emergency Generator for Sewer Plant	2-07-55-502-000-206 SEWER UTILITY O/E: Purchase	19,795.0000 of Equipment	19,795.00
~~1.00~~	~~2nd Week Rental if needed~~	~~2-07-55-502-000-206 SEWER UTILITY O/E: Purchase~~	~~4,695.0000 of Equipment~~	~~4,695.00~~
			TOTAL	~~24,490.00~~
				$19,795.00

FINANCE NOV 2 2022 8:39

VENDORS ARE REQUIRED TO SUPPLY A COPY OF THEIR N.J. BUSINESS REGISTRATION CERTIFICATE

VENDOR DO NOT ACCEPT UNLESS SIGNED: Date: 10/24/22 Signed: John Boos

PAYMENT AUTHORIZED	CLAIMANT'S CERTIFICATION & DECLARATION
This is to certify that the above claim has been examined and the appropriation to which such charge is to be made is sufficient.	I do solemnly declare and certify under the 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 person or persons within the 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.
TREASURER	X Vendor Sign Here — Finance Manager (Title) — 11-1-22 (Date)

MUST BE SIGNED AND RETURNED TO RECEIVE PAYMENT

VOUCHER COPY - SIGN AT X AND RETURN FOR PAYMENT

Craftmaster Printing

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

WARSHAUER 1954 Generator, LLC

800 Shrewsbury Avenue
Tinton Falls, New Jersey 07724

(732) 741-6400 * Fax: (732) 741-3866

Invoice

Date: 11/1/2022
Invoice No.: 82426

Bill to: CITY OF ASBURY PARK
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

Service at: ASBURY PARK WATER TREATMENT
1700 KINGSLEY ST
ASBURY PARK, NJ 07712

Customer ID: 10065

Description: Work Order 60523 1 Generator Sales

Reference: Work Order 60523

Terms: Net 25th

PO Number: 22-03039

Item	Description	Quantity	Unit Price	Amount
Miscellaneous				
	Rental - Sewer Plant PO # 22-03039 Progress Billing:100% Complete	1.00	$19,795.0000	$19,795.00
			Subtotal:	**$19,795.00**

FINANCE
NOV 2 2022 AMENDED

Subtotal:	$19,795.00
Sales Tax:	
Payments:	
Total Due:	**$19,795.00**

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

Tracy Lizardi

From: Jeff Black <jblack@warshauer.com>
Sent: Wednesday, October 26, 2022 12:17 PM
To: Robert Bianchini; JoAnn Boos; Tracy Lizardi
Cc: Donna Vieiro; Rudy Corona
Subject: [EXTERNAL] RE: Temporary generator

Hi Bob,
The electrician will be on site Friday morning to disconnect temporary generator & reconnect existing generator between 7-8am. Temporary Generator will be picked up between 12noon and 4pm.
Please let me know if you have any questions.
Best Regards,

Jeff Black, *Sales Professional*
C: 908-433-0141 **F:** 732-741-3866
P: 732-741-6400

WARSHAUER 1954 Electric Supply
www.warshauer.com

Tinton Falls 800 Shrewsbury Ave, 07724
Parsippany 295B New Rd, 07054
New Brunswick* 21 Home News Row, 08901
Lakewood* 700 Vassar Ave, 08701
Little Egg Harbor 12 Travis Way, 08087
*Urban Enterprise Zone · 3.3125% Sales Tax

Instagram • Facebook • Google • LinkedIn • YouTube

From: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>
Sent: Wednesday, October 26, 2022 12:10 PM
To: Jeff Black <jblack@warshauer.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>; Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Cc: Donna Vieiro <Donna.Vieiro@cityofasburypark.com>; Rudy Corona <Rudy.Corona@cityofasburypark.com>
Subject: Temporary generator

Good Afternoon Jeff
Can you let your team know that our backup generator is repaired and no longer need the rental of the temporary generator, Can you make sure they reconnect the existing generator back and do a test prior to leaving the site Thank you for your assistance.

Robert A Bianchini, CET, CPWM
Director of Capital projects & Public Works & public facilities

CITY OF ASBURY PARK NEW JERSEY

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

City of Asbury Park, Dept. of Public Works
9 Main Street
Asbury Park, NJ 07712
C- 732-312-7579 o 732-502-4591

Robert.Bianchini@cityofasburypark.com

****

Visit, Follow, Sign-Up & Watch
www.cityofasburypark.com
FB @CityofAsburyParkNJ and @inAsburyParkNJ
Twitter @inAsburyParkNJ and @APCmtyEvents
Instagram @CityofAsburyParkNJ
www.NextDoor.com
www.Nixle.com
APTV Verizon Fios Ch. 30 & Optimum Ch. 77

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

T-003775

Rental Contract

WARSHAUER Generator, LLC

Warshauer Generator LLC
800 Shrewsbury Avenue
Tinton Falls, NJ 07724
Office: 732-741-6400
Fax: 732-741-3866

Email: jcarroll@warshauer.com

Sales Rep: **John Carroll**

Contract Date: 10/21/2022

Contract #

Customer Information

Co. Name: Abury Park
Contact: Robert
Address: 1700 Kinsley St
City, State: Abury Park NJ
Zip: 07712
Phone:
Fax:
Cell:
Email:

Job Site Information

Co. Name: Abury Park
Contact: Robert
Address: 1700 Kinsley St
City, State: Abury Park NJ
Zip: 07712
Phone:
Fax:
Cell:

Qty	Description	Rental Rates Day	Rental Rates Week	Rental Rates Month	Rental Term		Estimated Total
1	500kw generator 480V, 3PH running 1st shift 0-40 hours runtime allowed per week		$3,500.00		1	W	$3,500.00
16	4/0 cable - 50' sections		$35.00		1	W	$560.00
8	4/0 male tails		$10.00		1	W	$80.00
8	4/0 female tails		$10.00		1	W	$80.00
1	Connection and Deconnection by certiefed electrian after hours		$12,600.00		1	W	$12,600.00
	Unit delivered full of fuel, must be returned full or a $10.00/gallon refueling charge will be billed. Preventive Maintenance services are required every 250 Hours of runtime at a cost of $1200.00/PM PM Services performed during normal business hours Shift rate 41- 80Hr per week Quote Rate X1.5 Shift Rate unlimited run time Quote Rate X2 Unit Burns 32 Galons of Fuel Per Hour at full rate Fuel services by others						
	One month equals 28 days Terms: Net 30						

Total		$16,820.00
sportation Charges		$2,500.00
age Fee		$400.00
onmental Fee		$75.00
nated Taxes	0.000%	$0.00
nated Total		**$19,795.00**

Robert doesn't know if we'll need the second week for rental but I'd rather have it on the PO. Easier to remove later if need be.

Comments :
Generator Shifts: 1st < 8 hours/day, 4 urs/week or 320 hours /month,
3rd - unlimited hours. **Standby** - <1 hou e Monday to Friday 8:00AM to 4:00PM. **If generator needs service please call**

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

Rental Contract

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby rents from the Lessor all the material, equipment and other property ("Equipment") described in the schedule ("Schedule") upon the terms and conditions set forth herein ("Lease"). Lessee understands and agrees that it is renting equipment of the type described in the Schedule. Lessee further understands and agrees that Lessor may, from time to time and at Lessor's sole discretion, replace equipment of the same type and that this contract will remain in full force and effect notwithstanding any such replacement or substitution of equipment.

2. Term. The term of this Lease shall commence upon receipt of the Equipment by Lessee and shall terminate upon the date of redelivery of the Equipment to Lessor. In the event Lessee cancels delivery, Lessee will be charged a cancellation charge. This Rental Contract must be executed within 30 days of the Date Of Contract above listed to maintain pricing and rates described throughout this Rental Contract.

3. Inspection and Location of Equipment. Lessee has examined the Equipment and has found same to be in first-rate mechanical condition. Lessee undertakes to return the same in such condition, reasonable wear and tear excepted. Any claim of defect must be asserted in writing to Lessor within 72 hours of receipt of the Equipment. Failure to claim defect within such period shall be deemed an irrevocable waiver thereof. Lessee shall keep and use the Equipment only at the location specified on page 1 of this Rental Contract, unless Lessor gives Lessee prior written permission to move the Equipment.

4. Risk of Loss. Any loss, damage, theft or destruction of any item of Equipment shall be borne by Lessee including, without limitation, damage caused by freezing or lack of lubrication. No such loss, damage, theft or destruction of the Equipment, in whole or in part, shall impair the obligations of Lessee under this Lease, all of which shall continue in force and effect. Lessee will be billed for any item of Equipment destroyed or damaged beyond reasonable wear and tear and will pay for same or component parts hereof at replacement cost, and Lessee shall continue to pay rent until the replacement cost is paid in full.

5. Recovery of Equipment. If at any time, Lessor has reason to believe that the Equipment is in danger of theft or damage or that Lessee has failed or refused to take proper care of the Equipment or if Lessee shall have failed to make any payment provided for herein when due, Lessor shall have right without notice to Lessee to forthwith remove and take possession of the Equipment and Lessee agrees to indemnify Lessor for any expense incurred by Lessor in the connection with such removal, including without limitation, reasonable attorney's fees and cost of any legal proceedings.

6. Indemnification. Lessee assumes liability for, and hereby agrees to indemnify, protect and keep harmless Lessor from and against any and all liabilities, obligation, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees, of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor) or operation of any item of Equipment, regardless of where, how and by whom operated, or any failure on the part of Lessee to perform or comply with any conditions of this Lease. The provisions of this paragraph (6) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease. Lessee is an independent contractor and nothing contained in this Lease shall authorize Lessee or any other person to use or operate any item of Equipment so as to impose any liability or obligation on Lessor.

7. Insurance. Customer, at its sole expense, shall (a) keep the Equipment insured for its full replacement cost against loss or damage by fire, theft, accident and all other hazards and risks ordinarily insured against by owners or users of such properties in similar businesses, and (b) maintain public general liability insurance in the amount of at least $1,000,000, covering both personal injury and property damage arising out of or in connection with the operation of the Equipment. All Policies shall be in form, with companies and in amounts satisfactory to Lessor, and shall name Lessor as loss payee with respect to the casualty and as additional insured with respect to the public liability coverage. Each of the policies shall contain both an endorsement showing that losses under the policies shall be payable directly to Lessor and a waiver wherein each insured shall agree to waive any right such insured may have to assert, by way of counterclaim or affirmative defense in any action to enforce Lessor's rights under the policies, any claim whatsoever against Lessor. Upon receipt of insurance proceeds by Lessor, Lessor may either (i) apply the same on account of Lessee's obligation hereunder, or (ii) require Lessee to use the same to repair or restore damaged Equipment (if in Lessor's sole discretion it determines that it is economically feasible to repair or restore such damaged Equipment). Each insured shall agree that it will give Lessor at least thirty (30) days written notice before any policy shall be altered or cancelled, and that no act, omission or default of Lessee or any other person shall affect the right of Lessor to recover under the policies.

Lessee shall obtain and provide Lessor with an insurance certificate defining the above listed insurance policy provisions. If Property coverage cannot be provided without any deductions for the full Replacement cost defined on Page 1 of this Rental Contract, Lessor can supply a Damage Waiver which will be billed to Lessee at prevailing rates per rental period.

8. Defects and Repairs. Lessor shall in no event be subject to liability to Lessee for any claim for delay or arising out of loss of use of the Equipment by reason of defect therein, breakdown or maladjustment. On receipt of notice thereof in writing Lessor within a reasonable time will repair or replace any item of Equipment requiring same. All repairs and adjustments are to be performed by Lessor except when written permission is given by it to the servicing, repair or adjustment of the Equipment by others. Such repair and adjustment will be performed by Lessor free of charge in all instances where required due to ordinary wear and tear. When in Lessor's judgment said defect, breakdown or maladjustment is due to neglect or misuse of the Equipment by Lessee, such repair and adjustment will be billed to Lessee at prevailing rates. However, to help prevent unusual wear and tear, Preventive Maintenance will be performed every 250 hours on each unit and billed to Lessee at prevailing maintenance rates. Lessee hereby releases Lessor and assumes Lessor's obligations and responsibilities included within this Rental Contract relating to the service, repair, and or replacement, for any reason, of any and all Material and Equipment described in the Schedule of this Rental Contract when such Material and Equipment is located further than 100 miles from any Lessor Branch location.

9. Rental Payments. The rent for the Equipment shall be the amount stated on page 1 and shall be due and payable without any discount, abatement or reduction within ten (10) days of date of invoice unless indicated otherwise on page 1. Payment for repairs or service performed by Lessor pursuant to paragraphs 4 or 8 above shall be due and payable within the same time period after billing by Lessor. The receipt of any check or other item on account of any rental payment will not be considered as payment thereof until such check or other item is honored when presented for payment. ALL TRANSPORTATION CHARGES FOR SHIPMENT OF THE EQUIPMENT BY LESSOR TO LESSEE OR FOR THE RETURN OF THE EQUIPMENT FROM LESSEE TO LESSOR SHALL BE BORNE BY LESSEE. All such amounts shall be payable at the office of Lessor or its assigns (or at such other place as Lessor may from time to time designate in writing). Overdue payment for the rent and other charges, including Lessee liability for damages and losses as described in this Rental Contract, shall bear interest at the lesser of 18% or the highest rate allowed by applicable law, and Lessee makes payment of such interest to Lessor.

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

Rental Contract

10. No Offset. All rental and other payments due hereunder shall be paid by Lessee irrespective of any set-off, counter-claim, recoupment, defense or other right which Lessee may have against the supplier of the Equipment, Lessor, or any other party.

11. Warranties. LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; PATENT INFRINGEMENT; OR LATENT DEFECTS. Lessor transfers to lessee for the term of this Rental Contract the warranties, if any, made by the manufacture or supplier to Lessor. Lessee shall comply with and enforce such warranties. Lessor is not liable to Lessee for any modification or rescission of any such warranties. Notwithstanding the foregoing, Lessee's obligations to make the payments due under this Lease shall be and are absolute and unconditional. All proceeds of any such warranty recovery from the manufacturer or supplier of the Equipment shall first be used to repair the affected Equipment.

12. Title to Equipment. Title to each item of Equipment shall remain with Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee understands and agrees that this contract is only for the rental of the Equipment and that Lessee shall have no right or option to purchase the Equipment, unless and to the extent expressly stated in the Schedule on page 1 of this Rental Contract. Lessee, at its expense will protect and defend Lessor's title to the Equipment and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. Lessor assumes no liability and makes no representation as to the treatment by Lessee of this Lease or the rental or other payments for financial statement or tax purposes.

13. Assignment by Lessee. Without Lessor's prior written consent, Lessee may not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest therein or (b) sublet or lend the Equipment or permit same to be used or operated by anyone other than Lessee or Lessee's employees.

14. Taxes and Requirements of Law. Lessee will keep the Equipment free and clear of all levies, liens and encumbrances and, as additional rent during the term of this Lease, shall pay all assessments, license fees, permit fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, on or relating to the Equipment or the use, registration, rental, shipment, transportation, delivery, ownership or operation thereof, and on or relating to this Lease and any Schedules executed in connection herewith, and Lessee shall file all returns required therefore and furnish copies therefore to Lessor at its request, provided, however, that the foregoing shall not include any federal, state or city income or franchise taxes of Lessor. Lessee shall comply with and conform to any municipal, state and federal laws and regulations relating to the use and operation of said Equipment.

15. Default and Remedies. Any of the following constitute a default: (i) Lessee fails to pay any rental payment or any other amount owed to Lessor in full when due; (ii) Lessee fails to perform, observe or comply with any other term, condition or provision of this Rental Contract; (iii) any representation made by Lessee hereunder or in any other document provided to Lessor by Lessee is incorrect in any material respect; (iv) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment for benefit of creditors is filed by or against Lessee; (v) Lessee becomes insolvent or fails generally to pay its debts as they become due, or the Equipment is levied against, seized, or a bulk sale of Lessee's inventory or assets is about to or has taken place; (vi) Lessee voluntarily or involuntarily dissolves or is dissolved, or terminates or is terminated; (vii) Lessee's financial condition changes such that in Lessor's opinion, the credit risk of a lease transaction with Lessee is increased; (viii) any guaranty dies or revokes a guaranty required by Lessor; or (ix) any guarantor of any obligation hereunder is the subject of an event listed in clauses (i) through (viii) above. Upon the occurrence of any default and at any time thereafter (subject to any applicable grace provisions) Lessor may without any further notice exercise one or more of the following remedies, as Lessor in its sole discretion may elect: (a) declare all unpaid rentals under this Lease to be immediately due and payable;(b) terminates this Lease as to any or all items of Equipment;(c) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceeding by the Lessee;(d) cause Lessee at its expense to promptly return the Equipment to Lessor;(e) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Lessee or any other location without affecting the obligations of Lessee as provided in this Lease;(f) proceed by appropriate action either in law or equity, or submit such claim to arbitration in New Jersey (pursuant to the Rules and Regulations of the American Arbitration Association) to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof and Lessee agrees that the award of the arbitrator(s) shall be binding upon the parties and that judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction; (g) recover from Lessee all costs and expenses, including reasonable attorneys' fees and arbitration fees, incurred by Lessor as a result of Lessee's default or in connection with the enforcement of any of Lessor's rights or remedies hereunder. Lessee expressly waives any right to a trial by jury in any action or proceeding relating to or arising out of this Rental Contract. LESSEE WAIVES ANY AND ALL RIGHTS TO NOTICE AND TO A JUDICIAL HEARING WITH RESPECT TO THE REPOSSESSION OF THE EQUIPMENT BY LESSOR IN THE EVENT OF A DEFAULT THEREUNDER BY LESSEE. All remedies of Lessor are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Rental Contract.

16. Severability. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law which prohibits or renders unenforceable any provisions hereof in any respect.

17. Mergers and Modifications. This Rental Contract constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. All understandings and agreements between the parties are merged in this agreement, which alone fully and completely expresses the parties' agreement. No course of prior dealing between the parties and no usage of trade is relevant to explain this Rental Contract. Lessee understands and agrees that Lessor's salespersons, agents and employees do not have the authority to change or add to any of the terms and conditions of this Rental Contract and that no representations, promises or offers made by such persons shall be binding upon Lessor unless expressly contained in this Rental Contract. This Rental Contract may not be modified without written consent of Lessor and Lessee.

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

Rental Contract

18. Construction. This Lease shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.
19. Parties. The provisions of this lease shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee. If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.
20. Miscellaneous
A. One month rental equals 28 days.
B. Units which are run more hours then allowed for the rental period agreed to, will be billed to Lessee at prevailing hourly rates.
C. Except for certain larger generator sets, which are shipped empty and must be returned empty, unit(s) full of fuel when delivered must be returned full or a refueling charge will be billed to Lessee at prevailing rates per gallon.
D. Auxiliary fuel tanks must be shipped empty. It is the customer's responsibility to have any and all unused fuel properly removed from the auxiliary tank before tank is returned to Warshauer Generator LLC.
E. The customer is responsible for all lifting, rigging, safety requirements and electrical connections.
21. The undersigned hereby warrants that he is acting and entering into this contract with the authority of said Lessee.

WE HAVE RECEIVED THIS EQUIPMENT PURSUANT TO OUR ORDER FOR RENTAL THEREOF. THIS RENTAL IS SUBJECT TO ALL OF THE CONDITIONS PRINTED ON PAGES 1 THRU 4 OF THIS DOCUMENT. THE RECEIPT OF THIS EQUIPMENT AND/OR THE PAYMENT OF THE FIRST RENTAL PAYMENT REQUIRED HEREUNDER SHALL CONSTITUTE AN ACCEPTANCE OF THE TERMS AND CONDITION THEREIN CONTAINED ABOVE, AND ON PAGES 1 THRU 4. LESSEE CERTIFIES THAT IT HAS READ AND RECEIVED A COPY OF THIS RENTAL CONTRACT.

Lessee
(signature): _____

Customer
P.O. Number _____

Print Name
And Title: _____

Contract
Date: _____

GUARANTY
The undersigned Guarantor guarantees to Lessor, Lessor's successors and assigns, the full performance and observance of all the agreements to be performed and observed by Lessee in the attached Rental Contract, without requiring any notice to Guarantor of nonpayment or, nonperformance, or proof, or notice of demand, to hold the undersigned responsible under this guaranty, all of which the undersigned hereby expressly waives and expressly agrees that the legality of this agreement and the agreements of the Guarantor under this agreement shall not be ended, or changed by reason of the claims to Lessor against Lessee of any of the rights or remedies given to Lessor as agreed in the attached Rental Contract. The Guarantor further agrees that this guaranty shall remain and continue in full force and effect as to any renewal, change or extension of the Rental Contract. Guarantor hereby grants Lessor the authority to their personal credit history via various agencies with such information. Guarantor hereby waives the right to a trial by jury in the event any action or proceeding is commenced by or against the Guarantor concerning this guaranty. This is an absolute and continuing guaranty.

Guarantor
(signature): _____

Social Security
Number: _____

Print Name
And Title: _____

Home
Address: _____

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

Rental Contract

WARSHAUER Generator, LLC

Warshauer Generator LLC
800 Shrewsbury Avenue
Tinton Falls, NJ 07724
Office: 732-741-6400
Fax: 732-741-3866

Email: jcarroll@warshauer.com

Sales Rep: **John Carroll**

Contract Date: 10/21/2022

Contract #

Customer Information

Co. Name: Abury Park
Contact: Robert
Address: 1700 Kinsley St
City, State: Abury Park NJ
Zip: 07712
Phone:
Fax:
Cell:
Email:

Job Site Information

Co. Name: Abury Park
Contact: Robert
Address: 1700 Kinsley St
City, State: Abury Park NJ
Zip: 07712
Phone:
Fax:
Cell:

Qty	Description	Rental Rates Day	Week	Month	Rental Term		Estimated Total
1	500kw generator 480V, 3PH running 1st shift 0-40 hours runtime allowed per week		$3,500.00		1	W	$3,500.00
16	4/0 cable - 50' sections		$35.00		1	W	$560.00
8	4/0 male tails		$10.00		1	W	$80.00
8	4/0 female tails		$10.00		1	W	$80.00
	Unit delivered full of fuel, must be returned full or a $10.00/gallon refueling charge will be billed. Preventive Maintenance services are required every 250 Hours of runtime at a cost of $1200.00/PM PM Services performed during normal business hours Shift rate 41- 80Hr per week Quote Rate X1.5 Shift Rate untimited run time Quote Rate X2 Unit Burns 32 Galons of Fuel Per Hour at full rate Fuel services by others One month equals 28 days Terms: Net 30						

Sub Total		$4,220.00
Transportation Charges		
Damage Fee		$400.00
Environmental Fee		$75.00
Estimated Taxes	0.000%	$0.00
Estimated Total		**$4,695.00**

Delivery Date TBD
Approximate delivery time TBD

Comments :
Generator Shifts: 1st < 8 hours/day, 40 hours/week or 160 hours/month. **2nd** < 16 hours /day, 80 hours/week or 320 hours /month, **3rd** - unlimited hours. **Standby** - <1 hour/week, 4 hours/month. Normal Delivery and Pick up hours are Monday to Friday 8:00AM to 4:00PM. **If generator needs service please call 732-741-6400**

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

Rental Contract

1. Lease. Lessor hereby leases to Lessee, and Lessee hereby rents from the Lessor all the material, equipment and other property ("Equipment") described in the schedule ("Schedule") upon the terms and conditions set forth herein ("Lease"). Lessee understands and agrees that it is renting equipment of the type described in the Schedule. Lessee further understands and agrees that Lessor may, from time to time and at Lessor's sole discretion, replace equipment of the same type and that this contract will remain in full force and effect notwithstanding any such replacement or substitution of equipment.

2. Term. The term of this Lease shall commence upon receipt of the Equipment by Lessee and shall terminate upon the date of redelivery of the Equipment to Lessor. In the event Lessee cancels delivery, Lessee will be charged a cancellation charge. This Rental Contract must be executed within 30 days of the Date Of Contract above listed to maintain pricing and rates described throughout this Rental Contract.

3. Inspection and Location of Equipment. Lessee has examined the Equipment and has found same to be in first-rate mechanical condition. Lessee undertakes to return the same in such condition, reasonable wear and tear excepted. Any claim of defect must be asserted in writing to Lessor within 72 hours of receipt of the Equipment. Failure to claim defect within such period shall be deemed an irrevocable waiver thereof. Lessee shall keep and use the Equipment only at the location specified on page 1 of this Rental Contract, unless Lessor gives Lessee prior written permission to move the Equipment.

4. Risk of Loss. Any loss, damage, theft or destruction of any item of Equipment shall be borne by Lessee including, without limitation, damage caused by freezing or lack of lubrication. No such loss, damage, theft or destruction of the Equipment, in whole or in part, shall impair the obligations of Lessee under this Lease, all of which shall continue in force and effect. Lessee will be billed for any item of Equipment destroyed or damaged beyond reasonable wear and tear and will pay for same or component parts hereof at replacement cost, and Lessee shall continue to pay rent until the replacement cost is paid in full.

5. Recovery of Equipment. If at any time, Lessor has reason to believe that the Equipment is in danger of theft or damage or that Lessee has failed or refused to take proper care of the Equipment or if Lessee shall have failed to make any payment provided for herein when due, Lessor shall have right without notice to Lessee to forthwith remove and take possession of the Equipment and Lessee agrees to indemnify Lessor for any expense incurred by Lessor in the connection with such removal, including without limitation, reasonable attorney's fees and cost of any legal proceedings.

6. Indemnification. Lessee assumes liability for, and hereby agrees to indemnify, protect and keep harmless Lessor from and against any and all liabilities, obligation, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees, of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor) or operation of any item of Equipment, regardless of where, how and by whom operated, or any failure on the part of Lessee to perform or comply with any conditions of this Lease. The provisions of this paragraph (6) shall continue in full force and effect notwithstanding the expiration or other termination of this Lease. Lessee is an independent contractor and nothing contained in this Lease shall authorize Lessee or any other person to use or operate any item of Equipment so as to impose any liability or obligation on Lessor.

7. Insurance. Customer, at its sole expense, shall (a) keep the Equipment insured for its full replacement cost against loss or damage by fire, theft, accident and all other hazards and risks ordinarily insured against by owners or users of such properties in similar businesses, and (b) maintain public general liability insurance in the amount of at least $1,000,000, covering both personal injury and property damage arising out of or in connection with the operation of the Equipment. All Policies shall be in form, with companies and in amounts satisfactory to Lessor, and shall name Lessor as loss payee with respect to the casualty and as additional insured with respect to the public liability coverage. Each of the policies shall contain both an endorsement showing that losses under the policies shall be payable directly to Lessor and a waiver wherein each insured shall agree to waive any right such insured may have to assert, by way of counterclaim or affirmative defense in any action to enforce Lessor's rights under the policies, any claim whatsoever against Lessor. Upon receipt of insurance proceeds by Lessor, Lessor may either (i) apply the same on account of Lessee's obligation hereunder, or (ii) require Lessee to use the same to repair or restore damaged Equipment (if in Lessor's sole discretion it determines that it is economically feasible to repair or restore such damaged Equipment). Each insured shall agree that it will give Lessor at least thirty (30) days written notice before any policy shall be altered or cancelled, and that no act, omission or default of Lessee or any other person shall affect the right of Lessor to recover under the policies.

Lessee shall obtain and provide Lessor with an insurance certificate defining the above listed insurance policy provisions. If Property coverage cannot be provided without any deductions for the full Replacement cost defined on Page 1 of this Rental Contract, Lessor can supply a Damage Waiver which will be billed to Lessee at prevailing rates per rental period.

8. Defects and Repairs. Lessor shall in no event be subject to liability to Lessee for any claim for delay or arising out of loss of use of the Equipment by reason of defect therein, breakdown or maladjustment. On receipt of notice thereof in writing Lessor within a reasonable time will repair or replace any item of Equipment requiring same. All repairs and adjustments are to be performed by Lessor except when written permission is given by it to the servicing, repair or adjustment of the Equipment by others. Such repair and adjustment will be performed by Lessor free of charge in all instances where required due to ordinary wear and tear. When in Lessor's judgment said defect, breakdown or maladjustment is due to neglect or misuse of the Equipment by Lessee, such repair and adjustment will be billed to Lessee at prevailing rates. However, to help prevent unusual wear and tear, Preventive Maintenance will be performed every 250 hours on each unit and billed to Lessee at prevailing maintenance rates. Lessee hereby releases Lessor and assumes Lessor's obligations and responsibilities included within this Rental Contract relating to the service, repair, and or replacement, for any reason, of any and all Material and Equipment described in the Schedule of this Rental Contract when such Material and Equipment is located further than 100 miles from any Lessor Branch location.

9. Rental Payments. The rent for the Equipment shall be the amount stated on page 1 and shall be due and payable without any discount, abatement or reduction within ten (10) days of date of invoice unless indicated otherwise on page 1. Payment for repairs or service performed by Lessor pursuant to paragraphs 4 or 8 above shall be due and payable within the same time period after billing by Lessor. The receipt of any check or other item on account of any rental payment will not be considered as payment thereof until such check or other item is honored when presented for payment. ALL TRANSPORTATION CHARGES FOR SHIPMENT OF THE EQUIPMENT BY LESSOR TO LESSEE OR FOR THE RETURN OF THE EQUIPMENT FROM LESSEE TO LESSOR SHALL BE BORNE BY LESSEE. All such amounts shall be payable at the office of Lessor or its assigns (or at such other place as Lessor may from time to time designate in writing). Overdue payment for the rent and other charges, including Lessee liability for damages and losses as described in this Rental Contract, shall bear interest at the lesser of 18% or the highest rate allowed by applicable law, and Lessee makes payment of such interest to Lessor.

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Rental Contract

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11. Warranties. LESSOR, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; PATENT INFRINGEMENT; OR LATENT DEFECTS. Lessor transfers to lessee for the term of this Rental Contract the warranties, if any, made by the manufacture or supplier to Lessor. Lessee shall comply with and enforce such warranties. Lessor is not liable to Lessee for any modification or rescission of any such warranties. Notwithstanding the foregoing, Lessee's obligations to make the payments due under this Lease shall be and are absolute and unconditional. All proceeds of any such warranty recovery from the manufacturer or supplier of the Equipment shall first be used to repair the affected Equipment.

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13. Assignment by Lessee. Without Lessor's prior written consent, Lessee may not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest therein or (b) sublet or lend the Equipment or permit same to be used or operated by anyone other than Lessee or Lessee's employees.

14. Taxes and Requirements of Law. Lessee will keep the Equipment free and clear of all levies, liens and encumbrances and, as additional rent during the term of this Lease, shall pay all assessments, license fees, permit fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, on or relating to the Equipment or the use, registration, rental, shipment, transportation, delivery, ownership or operation thereof, and on or relating to this Lease and any Schedules executed in connection herewith, and Lessee shall file all returns required therefore and furnish copies therefore to Lessor at its request, provided, however, that the foregoing shall not include any federal, state or city income or franchise taxes of Lessor. Lessee shall comply with and conform to any municipal, state and federal laws and regulations relating to the use and operation of said Equipment.

15. Default and Remedies. Any of the following constitute a default: (i) Lessee fails to pay any rental payment or any other amount owed to Lessor in full when due; (ii) Lessee fails to perform, observe or comply with any other term, condition or provision of this Rental Contract; (iii) any representation made by Lessee hereunder or in any other document provided to Lessor by Lessee is incorrect in any material respect; (iv) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment for benefit of creditors is filed by or against Lessee; (v) Lessee becomes insolvent or fails generally to pay its debts as they become due, or the Equipment is levied against, seized, or a bulk sale of Lessee's inventory or assets is about to or has taken place; (vi) Lessee voluntarily or involuntarily dissolves or is dissolved, or terminates or is terminated; (vii) Lessee's financial condition changes such that in Lessor's opinion, the credit risk of a lease transaction with Lessee is increased; (viii) any guaranty dies or revokes a guaranty required by Lessor; or (ix) any guarantor of any obligation hereunder is the subject of an event listed in clauses (i) through (viii) above. Upon the occurrence of any default and at any time thereafter (subject to any applicable grace provisions) Lessor may without any further notice exercise one or more of the following remedies, as Lessor in its sole discretion may elect: (a) declare all unpaid rentals under this Lease to be immediately due and payable;(b) terminates this Lease as to any or all items of Equipment;(c) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceeding by the Lessee;(d) cause Lessee at its expense to promptly return the Equipment to Lessor;(e) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the premises of Lessee or any other location without affecting the obligations of Lessee as provided in this Lease;(f) proceed by appropriate action either in law or equity, or submit such claim to arbitration in New Jersey (pursuant to the Rules and Regulations of the American Arbitration Association) to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof and Lessee agrees that the award of the arbitrator(s) shall be binding upon the parties and that judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction; (g) recover from Lessee all costs and expenses, including reasonable attorneys' fees and arbitration fees, incurred by Lessor as a result of Lessee's default or in connection with the enforcement of any of Lessor's rights or remedies hereunder. Lessee expressly waives any right to a trial by jury in any action or proceeding relating to or arising out of this Rental Contract. LESSEE WAIVES ANY AND ALL RIGHTS TO NOTICE AND TO A JUDICIAL HEARING WITH RESPECT TO THE REPOSSESSION OF THE EQUIPMENT BY LESSOR IN THE EVENT OF A DEFAULT THEREUNDER BY LESSEE. All remedies of Lessor are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Rental Contract.

16. Severability. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition and unenforceable without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee hereby waives any provision of law which prohibits or renders unenforceable any provisions hereof in any respect.

17. Mergers and Modifications. This Rental Contract constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. All understandings and agreements between the parties are merged in this agreement, which alone fully and completely expresses the parties' agreement. No course of prior dealing between the parties and no usage of trade is relevant to explain this Rental Contract. Lessee understands and agrees that Lessor's salespersons, agents and employees do not have the authority to change or add to any of the terms and conditions of this Rental Contract and that no representations, promises or offers made by such persons shall be binding upon Lessor unless expressly contained in this Rental Contract. This Rental Contract may not be modified without written consent of Lessor and Lessee.

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

Rental Contract

18. Construction. This Lease shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.
19. Parties. The provisions of this lease shall be binding upon, and inure to the benefit of, the assigns, representatives and successors of the Lessor and Lessee. If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.
20. Miscellaneous
A. One month rental equals 28 days.
B. Units which are run more hours then allowed for the rental period agreed to, will be billed to Lessee at prevailing hourly rates.
C. Except for certain larger generator sets, which are shipped empty and must be returned empty, unit(s) full of fuel when delivered must be returned full or a refueling charge will be billed to Lessee at prevailing rates per gallon.
D. Auxiliary fuel tanks must be shipped empty. It is the customer's responsibility to have any and all unused fuel properly removed from the auxiliary tank before tank is returned to Warshauer Generator LLC.
E. The customer is responsible for all lifting, rigging, safety requirements and electrical connections.
21. The undersigned hereby warrants that he is acting and entering into this contract with the authority of said Lessee.

WE HAVE RECEIVED THIS EQUIPMENT PURSUANT TO OUR ORDER FOR RENTAL THEREOF. THIS RENTAL IS SUBJECT TO ALL OF THE CONDITIONS PRINTED ON PAGES 1 THRU 4 OF THIS DOCUMENT. THE RECEIPT OF THIS EQUIPMENT AND/OR THE PAYMENT OF THE FIRST RENTAL PAYMENT REQUIRED HEREUNDER SHALL CONSTITUTE AN ACCEPTANCE OF THE TERMS AND CONDITION THEREIN CONTAINED ABOVE, AND ON PAGES 1 THRU 4. LESSEE CERTIFIES THAT IT HAS READ AND RECEIVED A COPY OF THIS RENTAL CONTRACT.

Lessee
(signature): _____

Customer
P.O. Number _____

Print Name
And Title: _____

Contract
Date: _____

GUARANTY
The undersigned Guarantor guarantees to Lessor, Lessor's successors and assigns, the full performance and observance of all the agreements to be performed and observed by Lessee in the attached Rental Contract, without requiring any notice to Guarantor of nonpayment or, nonperformance, or proof, or notice of demand, to hold the undersigned responsible under this guaranty, all of which the undersigned hereby expressly waives and expressly agrees that the legality of this agreement and the agreements of the Guarantor under this agreement shall not be ended, or changed by reason of the claims to Lessor against Lessee of any of the rights or remedies given to Lessor as agreed in the attached Rental Contract. The Guarantor further agrees that this guaranty shall remain and continue in full force and effect as to any renewal, change or extension of the Rental Contract. Guarantor hereby grants Lessor the authority to their personal credit history via various agencies with such information. Guarantor hereby waives the right to a trial by jury in the event any action or proceeding is commenced by or against the Guarantor concerning this guaranty. This is an absolute and continuing guaranty.

Guarantor
(signature): _____

Social Security
Number: _____

Print Name
And Title: _____

Home
Address: _____

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

RESOLUTION NO. 2022-156

City of Asbury Park
County of Monmouth
State of New Jersey

AUTHORIZING THE EMERGENCY REPAIRS AND MAINTENANCE AS NEEDED AT THE WASTE WATER TREATMENT PLANT

WHEREAS, due to the conditions at the Waste Water Treatment Plant, the City Manager has declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for repairs and maintenance as needed and to maintain compliance with DEP; and

WHEREAS, the declarations of the emergency will be on file with the CFO, Director of Purchasing and the City Manager as per the Local Public Contract Law; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the emergency repairs and maintenance as needed at the Waste Water Treatment Plant and to maintain compliance with DEP.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Manager, Superintendent of DPW, Sewer Plant Manager and Purchasing Agent and the City Clerk is to advertise the contract as per the Local Public Contracts Law.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-156 which was finally adopted by the City Council at a meeting held on the 23rd day of March, 2022

CERTIFIED BY ME THIS 24th DAY OF March, 2022.

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

Melody Hartsgrove, City Clerk 3/24/2022

LISA ESPOSITO
CITY CLERK

✓ Vote Record - Resolution 2022-156						
☑ Adopted ☐ Adopted as Amended ☐ Defeated ☐ Tabled ☐ Withdrawn ☐ Second Reading ☐ Resolution Failed for Lack of Seconder			Yes/Aye	No/Nay	Abstain	Absent
	Eileen Chapman	Mover	☑	☐	☐	☐
	Yvonne Clayton	Voter	☑	☐	☐	☐
	Jesse Kendle	Voter	☑	☐	☐	☐
	Amy Quinn	Voter	☐	☐	☐	☑
	John Moor	Seconder	☑	☐	☐	☐

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

Individual Resolutions
Meeting of the Municipal Council
Wednesday, March 23, 2022
RESOLUTION SUMMARY

2022-156
Resolution authorizing the emergency repairs and maintenance as needed and to maintain DEP compliance at the Waste Water Treatment Plant.

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

Tracy Lizardi

From: Donna Vieiro
Sent: Friday, October 21, 2022 10:30 AM
To: Rudy Corona; Robert Bianchini; Tracy Lizardi; JoAnn Boos
Subject: RE: Sewer Plant Generator

Thanks Rudy. Move forward as needed.

Donna

From: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Sent: Friday, October 21, 2022 10:19 AM
To: Donna Vieiro <Donna.Vieiro@cityofasburypark.com>; Robert Bianchini <Robert.Bianchini@cityofasburypark.com>; Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>
Subject: Sewer Plant Generator

Good Morning, here is the situation as of now with our emergency generator. Genserve is on site now and they are working on the generator trying to ascertain the problems. The prognosis so far is not good at all, apparently there are multiple issues both with corrosion on the contacts and failure of the main control circuits. In short, the generator will not be operable for a few days or possibly longer due to parts availability. Therefore we need to look into the possibility of securing / installing a 550KW rental generator to keep us protected in case of power failure. I will reiterate that I cannot operate the plant at all without electric power, there is no "bypass" valves, etc. No power, the City will start backing up within a few hours. Robert and I have started reaching out to see what is available to rent, so that we are out ahead of this situation because there is a time factor with installation, etc. If we need to go the rental route, we will need to have this declared an emergency so we can do what we need to do quickly.
Thanks
Rudy

Rudolph J Corona Superintendent
City of Asbury Park Wastewater Treatment
1700 Kingsley Street Asbury Park NJ 07712
732-774-5131 Plant (leave message)
732-921-1074 Mobile
732-502-0961 Fax

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

Tracy Lizardi

From: Robert Bianchini
Sent: Friday, October 21, 2022 1:49 PM
To: John Carroll; Jeff Black
Cc: Donna Vieiro; Tracy Lizardi; JoAnn Boos
Subject: Re: [EXTERNAL] Rental Unit

please move forward. we are in need of this generator. any problems please call me at 732 312 7579 Thank you

---

From: John Carroll <jcarroll@warshauer.com>
Sent: Friday, October 21, 2022 1:41:06 PM
To: Robert Bianchini <Robert.Bianchini@cityofasburypark.com>; Jeff Black <jblack@warshauer.com>
Subject: [EXTERNAL] Rental Unit

Please see attached 2 proposals – if this is acceptable please sign and return the contacts.
One proposal has the installation and transportation, the other proposal is just the 2nd week and beyond if need
If fuel is burned you can re-fill it before we pick it up or we charge $10 a gallon
The unit is currently in Harford CT: GPS says 4Hr 30 Mins – that does not include any Traffic
Electrician can do the connection tonight when the unit arrives.

Thank you.

John Carroll, *Generator Sales Engineer*
P: 732-741-6400 x4237 **Direct:** 848-257-0297

WARSHAUER 1954 Generator, LLC
Sales Rentals Service Parts Support

Tinton Falls 800 Shrewsbury Ave, 07724
Parsippany 295B New Rd, 07054
New Brunswick 21 Home News Row, 08901
Lakewood 700 Vassar Ave, 08701

Instagram • Facebook • Google • LinkedIn • YouTube

Attachment: WARSHAUER GENERATOR LLC PO #22-03039 (2022-452 : Authorizing Emergency Generator Rental Needed at the WWTP)

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-453
Resolution authorizing the repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle #15.
Rich' s Auto Body estimate is for $11,681.41and Agin Signs & Designs estimate for decals is $75.00. PMA has reimbursed the City $10,756.41 for these repairs.

RESOLUTION NO. 2022-453

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE REPAIRS TO THE 2017 FORD EXPLORER UTILITY POLICE INTERCEPTOR VEHICLE

WHEREAS, the 2017 Ford Explorer Utility Police Interceptor Vehicle #15 was involved in a motor vehicle accident, which was at no fault of the Police Department; and

WHEREAS, the City has obtained a quote from Rich's Auto Body for $11,681.41 for the repairs needed to the vehicle and a quote from Agin Signs & Designs for $75.00 for the decals needed; and

WHEREAS, the City submitted claim #L-00-38-63084 to PMA Management Corp. for reimbursement; and

WHEREAS, PMA Management Corp. has reimbursed the City for these repairs, less the deductible, with check # 6521833B totaling $10,756.41; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract to the vendor listed above in an amount of $11,756.41 of which PMA has covered $10,756.41; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 2-01-25-240-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle #15 in the amount of $11,756.41 and a copy of this Resolution shall be provided to the City Manager, CFO, Chief of Police, and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-453 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

CITY OF ASBURY PARK

Municipal Building
One Municipal Plaza
Asbury Park, NJ 07712-7000
TEL (732)775-2100 FAX (732)775-0441

REQUISITION

NO. T-003822

SHIP TO
POLICE DEPARTMENT
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

ORDER DATE: 10/26/22
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

VENDOR
VENDOR #: RICAUT
RICH'S AUTO BODY
1602 ASBURY AVENUE
ASBURY PARK, NJ 07712

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COS
1.00	Repairs to car #15 MVA	2-01-25-240-000-203 POLICE Motor Vehicle	11,681.4100	11,681.4
			TOTAL	11,681.4

REQUESTING DEPARTMENT DATE

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

RICH'S AUTO BODY

1602 ASBURY AVE, ASBURY PARK, NJ 07712
Phone: (732) 775-1029
FAX: (732) 775-1025

Workfile ID: 5b067dc6
PartsShare: 6ZXDQk
Federal ID: 222619944
License Number: 02359a

Preliminary Estimate

Customer: CITY OF ASBURY PARK **Job Number:**

Written By: Rich Crompton

Insured: CITY OF ASBURY PARK
Type of Loss:
Point of Impact: 06 Rear

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CITY OF ASBURY PARK
1 Municipal Plaza
Asbury Park, NJ 07712
(908) 675-6428 Evening
(732) 774-1300 Other

Inspection Location:
RICH'S AUTO BODY
1602 ASBURY AVE
ASBURY PARK, NJ 07712
Repair Facility
(732) 775-1029 Day

Insurance Company:
Car# 15

VEHICLE

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

VIN: 1FM5K8AR7HGD07613
License: 26292MG
State: NJ

Interior Color:
Exterior Color: Black
Production Date:

Mileage In:
Mileage Out:
Condition: Fair

Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
Power Adjustable Pedals
DECOR
Dual Mirrors
Privacy Glass
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Backup Camera
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Xenon or L.E.D. Headlamps
SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
OTHER
Rear Spoiler
California Emissions

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

Preliminary Estimate

Customer: CITY OF ASBURY PARK **Job Number:**

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	#		**POSSIBLE ADDITIONAL DAMAGE ONCE VEHICLE TORN APART**		1	0.00	0.0	0.0
2	#		Pre Repair Scan		1	150.00	0.0 M	0.0
3	**REAR BUMPER**							
4			O/H rear bumper		0	0.00	2.1	0.0
5		Repl	Bumper cover w/o park sensors	FB5Z17K835ADPTM	1	513.28	Incl.	2.4
6			Add for Clear Coat		0	0.00	0.0	1.0
7		Repl	Lower cover w/o auto park	FB5Z17F828A	1	422.11	Incl.	0.0
8		Repl	Valance	FB5Z17K835CPTM	1	312.03	Incl.	1.1
9			Add for Clear Coat		0	0.00	0.0	0.4
10		Repl	Impact bar (BOR)	BB5Z17906A	1	131.63	0.4	0.0
11		Repl	Absorber	FB5Z17C882B	1	160.25	Incl.	0.0
12		Repl	Absorber clip	N807951S	2	13.00	0.0	0.0
13		Repl	RT Absorber screw	W502660S424	1	18.00	0.0	0.0
14		Repl	LT Absorber screw	W502660S424	1	18.00	0.0	0.0
15		Repl	RT Impact bar nut	N621943S439	2	13.00	0.0	0.0
16		Repl	LT Impact bar nut	N621943S439	2	13.00	0.0	0.0
17	**REAR LAMPS**							
18		R&I	RT Tail lamp assy level 1		0	0.00	0.3	0.0
19		R&I	LT Tail lamp assy level 1		0	0.00	0.3	0.0
20	**LIFT GATE**							
21		Repl	Lift gate	FB5Z7840010A	1	1,247.02	4.5	3.5
22			Overlap Major Non-Adj. Panel		0	0.00	0.0	-0.2
23			Add for Clear Coat		0	0.00	0.0	0.7
24			Add for trnsfr glass		0	0.00	1.0	0.0
25	#		Glass Urethane kit		1	37.50	0.0	0.0
26		Repl	Latch assy w/POLICE INTERCEPTOR	DB5Z7843150C	1	188.08	Incl.	0.0
27		Repl	Emblem	DG1Z7842528A	1	5.67	0.0	0.0
28	*	Rpr	Handle		0	0.00	0.5	0.5
29		R&I	R&I spoiler		0	0.00	0.4	0.0
30	**EXHAUST SYSTEM**							
31		Repl	Muffler	JB5Z5230C	1	1,108.96 m	0.9	0.0
32		Repl	RT Muffler bracket	AA8Z5A205A	1	11.73	0.0	0.0
open		Repl	LT Muffler bracket	8A5Z5A205A	1	10.09	0.0	0.0
34		Repl	RT Muffler bracket insulator	5F9Z5F262AA	1	10.12	0.0	0.0
35		Repl	LT Muffler bracket insulator	5F9Z5F262AA	1	10.12	0.0	0.0
36	**REAR BODY & FLOOR**							
37		Repl	Rear floor pan	BB5Z7811215A	1	567.98	6.3	1.5
38			Overlap Minor Panel		0	0.00	0.0	-0.2
39		Repl	Panel below gate	BB5Z7810928A	1	581.12	9.8	1.3
40			Overlap Major Adj. Panel		0	0.00	0.0	-0.4

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

Preliminary Estimate

Customer: CITY OF ASBURY PARK **Job Number:**

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

41			Add for Clear Coat		0	0.00		0.0	0.2
42			Add for Inside		0	0.00		0.0	0.7
43		Repl	Rear body panel (HSS)	BB5Z7810608A	1	138.68		Incl.	1.1
44			Overlap Major Adj. Panel		0	0.00		0.0	-0.4
45			Add for Clear Coat		0	0.00		0.0	0.1
46	#	Rpr	Repair RR Frame Rail		0	0.00		2.0	0.5
47	#	Rpr	Repair LR Frame Rail		0	0.00		2.0	0.5
48	#		Seam Sealer 2 Tubes + installation		2	135.34		2.0	0.0
49	#		Adhesive Bonding Kit		1	81.00		0.5	0.0
50	#		Post Repair Scan		1	150.00		0.0 M	0.0
51	#		Frame Set-Up & Measure		1	0.00		2.5 F	0.0
52	#		Pull		1	0.00		4.0 F	0.0
53	#		Repair & Refinish Pinch Welds (Per Panel)		1	0.00		1.0	1.0
54	#		Disconnect & Reconnect Battery		1	0.00		0.3 M	0.0
55	#		Disable Air Bag System		1	0.00		0.6 M	0.0
56	#		Reset Electronics		1	0.00		0.5 M	0.0
57	#		Prep to Install for Weld on Parts (Per Panel)		1	0.00		1.0	0.0
58	#		Weld thru Primer		1	5.00	T	0.2	0.0
59	#		Cover Vehicle Welding Blankets		1	0.00		0.5	0.0
60	#		Cover and Protect Interior		1	0.00		0.5	0.0
61	#		Mask Trunk Compartment		1	5.00		0.3	0.0
62	#		Sound Deadening Pads		1	28.95	T	0.3	0.0
63	#		Restore Corrosion Protection		1	12.00	T	0.2	0.0
64	#		Undercoat		1	12.00	T	0.2	0.0
65	#		Adhesive/Glue Clean Up		1	0.00		0.3	0.0
66	#		Denib/Wetsand & Buff (.5 Per Panel)		1	0.00		0.0	1.0
67	#		Flex		1	12.00	T	0.0	0.0
68	#		Cover Vehicle for Overspray (PRIMER)		1	10.00		0.3	0.0
69	#		Cover vehicle for overspray (Refinish)		1	20.00	T	0.5	0.0
70	#		Hazardous Waste Removal		1	5.00	T	0.0	0.0
71	#		Clean for Delivery		1	0.00		1.0	0.0
72	#		Wheel Alignment		1	169.95		0.0	0.0
73	#		Transport to and from Alignment Shop (75 ea way)		1	150.00		0.0	0.0
				SUBTOTALS		**6,477.61**		**47.2**	**16.3**

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

Preliminary Estimate

Customer: CITY OF ASBURY PARK **Job Number:**

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				6,382.66
Body Labor	39.3 hrs	@	$ 65.00 /hr	2,554.50
Paint Labor	16.3 hrs	@	$ 65.00 /hr	1,059.50
Mechanical Labor	1.4 hrs	@	$ 120.00 /hr	168.00
Frame Labor	6.5 hrs	@	$ 90.00 /hr	585.00
Paint Supplies	16.3 hrs	@	$ 40.00 /hr	652.00
Body Supplies	26.4 hrs	@	$ 7.00 /hr	184.80
Miscellaneous				94.95
Subtotal				11,681.41
Grand Total				**11,681.41**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**11,681.41**

MyPriceLink Estimate ID / Quote ID:
1011630223638142976 / 113313877

All work fully guaranteed...Parts prices subject to invoice.
THIS IS AN ESTIMATE ONLY BASED ON OUR VISUAL INSPECTION.
POSSIBLE FURTHER DAMAGE MAY BE EVIDENT AFTER DISMANTLING.

ANY PERSON WHO KNOWINGLY FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE OR MISLEADING INFORMATION IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

Preliminary Estimate

Customer: CITY OF ASBURY PARK **Job Number:**

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 10/17/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

PAGE 1 OF 2 ☐ Fatal

New Jersey Police Crash Investigation Report

☒ Reportable ☐ Non-Reportable ☐ Change Report

96	05
1 Case Number	22AP26729
97	01
2 Police Dept of	ASBURY PARK PD
Code	01
98	06
3 Station/Precinct	PATROL DIVISION
99	07
100a	01
4 Date of Crash (mm dd yy)	10/03/22
5 Day Of Week	MONDAY
6 Time (use 2400 hrs)	1916
7 Municipality Code	1303
8 Total Killed	--
9 Total Injured	1
10 Crash Occurred On:	SUNSET AVE (Road Name) W (Dir)
11 Speed Limit	25
12 Route No.	-
Suffix	-
13 Milepost	-
14	-
15	☐ Feet ☐ Miles
16	☐ N ☐ E ☐ S ☐ W
☒ At Intersection With	BRIDGE STREET
18 Speed Limit	25
19 Ramp	☐ To ☐ From: -
17 Cross Road Name	-
20 Route/Name	☐ NB ☐ EB ☐ SB ☐ WB
21 Latitude	40.229451
22 Longitude	-74.018575

100b	04	23 Veh #	1	24 Policy No.	6105388323	25 NJ Ins. Code	100	53 Veh #	2	54 Policy No.	SELF INSURED
				☐ Parked ☐ Ped ☐ Pedalcyclist ☐ Resp To Emergency ☐ Hit & Run						☐ Parked ☐ Ped ☐ Pedalcyclist ☐ Resp To Emergency ☐ Hit & Run	
55 NJ Ins. Code	**										

101	02	26 Driver's First Name	HASSIKI	Initial	-	Last Name	OMAR -	29 Sex	M	56 Driver's First Name	AHMED	Initial	H
102	02	27 Number & Street	32 WILLOW DR APT 8A							57 Number & Street	ONE MUNICIPAL PLAZA		
103	02	28 City	OCEAN			State	NJ	Zip	07712	58 City	ASBURY PARK	State	NJ
104	2	30 Eyes	02	DL Class	D	Restrictions	-	Endorsements	-	31 State	NJ	60 Eyes	02
		DL Class	-	Restrictions	-	Endorsements	-	61 State	NJ				
105	01	32 Driver's License Number	O57113180011882	33 DOB (mm dd yyyy)	11/17/1988	34 Expires (mm yy)	11 26	62 Driver's License Number	L09420146803782	63 DOB (mm dd yyyy)	03/01/1978	64 Expires (mm yy)	03 19
106	-	35 Owner's	☐ Same As Driver	First Name	HASSIKI	Initial	-	Last Name	OMAR -	65 Owner's	☐ Same As Driver	First Name	CITY OF
		Initial	-	Last Name	ASBURY PARK -								
107	-	36 Number & Street	32 WILLOW DR APT 8A							66 Number & Street	1 MUNICIPAL PLAZA		
108	01	37 City	OCEAN			State	NJ	Zip	07712	67 City	ASBURY PARK	State	NJ
		Zip	07712										
109	04	38 Make	TOYT	39 Model	PRI	40 Color	BK	41 Year	2010	42 Plate No.	H62PZY	43 State	NJ
		68 Make	FORD	69 Model	XPL	70 Color	BK	71 Year	2017	72 Plate No.	26292MG	73 State	NJ
110	02	44 VIN	JTDKN3DU5A5186521	45 Expires	05 23					74 VIN	1FM5K8AR7HGD07613	75 Expires	08 22
111	03	46 Vehicle Removed To	BENNETT'S TOWING							76 Vehicle Removed To	-		
112	06	☐ Driven ☒ Towed Disabled ☐ Towed Disabled & Impounded ☐ Left At Scene ☐ Towed Impounded								☒ Driven ☐ Towed Disabled ☐ Towed Disabled & Impounded ☐ Left At Scene ☐ Towed Impounded			
113	02	47 Authority	☐ Owner ☐ Driver ☒ Police							77 Authority	☐ Owner ☐ Driver ☒ Police		
114	-	48 Alcohol/Drug Test	Given: ☒ No ☐ Yes ☐ Refused							78 Alcohol/Drug Test	Given: ☒ No ☐ Yes ☐ Refused		
115	-	Type: ☐ Breath ☐ Blood ☐ Urine								Type: ☐ Breath ☐ Blood ☐ Urine			
116	04	Results: 0. - % ☐ Pending								Results: 0. - % ☐ Pending			
117	04	49 Hazardous Material	☒ None ☐ On Board ☐ Spill							79 Hazardous Material	☒ None ☐ On Board ☐ Spill		
		Hazard Class		Placard No.						Hazard Class		Placard No.	
		50 Carrier No.	☐ USDOT ☐ MC/MX ☒ None							80 Carrier No.	☐ USDOT ☐ MC/MX ☒ None		
		51 GVWR/GCWR	☐ Weight <= 10,000 lbs ☐ Weight 10,001-26,000 lbs ☐ Weight >= 26,001 lbs							81 GVWR/GCWR	☐ Weight <= 10,000 lbs ☐ Weight 10,001-26,000 lbs ☐ Weight >= 26,001 lbs		
		52 Motor Carrier or Government Entity	BRADLEY TAXI							82 Motor Carrier or Government Entity	ASBURY PARK POLICE DEPARTMENT		
		Number & Street	300 MCCABE AVENUE							Number & Street	1 MUNICIPAL PLAZA		
		City	BRADLEY BEACH	State	NJ	Zip	07720			City	ASBURY PARK	State	NJ
		Zip	07712										

135 Damage To Other Property ☐ Yes (If Yes, describe) ☒ No

--

Oper.	136 Charge	137 Summons. No.	Oper.	138 Charge	139 Summons. No.
1	39:4-97	1303E22001987			
Oper.	**140 Charge**	**141 Summons. No.**	**Oper.**	**142 Charge**	**143 Summons. No.**

	83	84	85	86	87	88	89	90	91	92	93	94	95	Names & Addresses of Occupants - If Deceased, Date & Time of Death
A	1	01	01	05	33	M	-	-	01	11	11	01	-	HASSIKI - OMAR 32 WILLOW DR APT 8A OCEAN NJ 07712 -
B	2	01	01	04	44	M	04	08	02	11	04	-	6303	AHMED H LAWSON ONE MUNICIPAL PLAZA ASBURY PARK NJ 07712 -
C														
D														

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

New Jersey Police Crash Investigation Report

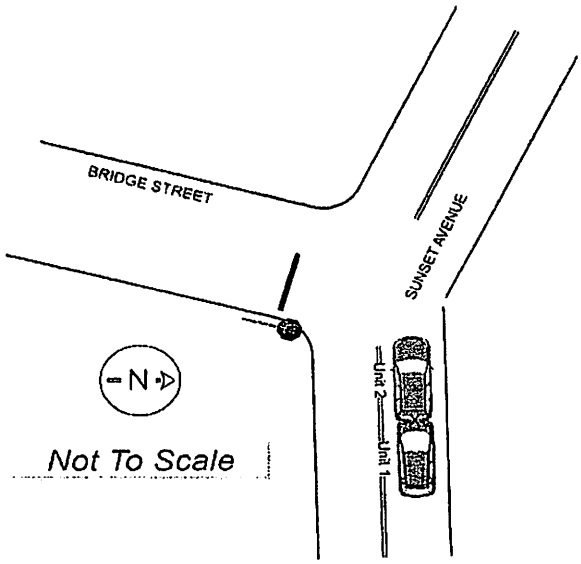
Police Dept: ASBURY PARK PD Code: 01

Station: PATROL DIVISION Case No: 22AP26729

(Refer to vehicle by number)

ALL INVOLVED	Veh Occ 83	Pos In/On 84	Eject 85	Phys Cond 86	Age 87	Sex 88	Loc Inj 89	Type Inj 90	Ref Med 91	Equip Avail 92	Equip Used 93	Bag Dept 94	Hosp Code 95	Names & Addresses of Occupants - If Deceased, Date & Time of Death
E														
F														
G														
H														
I														
J														

144 Crash Diagram (NOT TO SCALE)



145 Crash Description/Narrative

On Monday October 3rd, 2022 I Sgt Gabriel Carrasquillo was the road supervisor for the Asbury Park Police Department Bravo Squad from 1700-0300. During this time, Officers utilize marked police vehicles equipped with mobile video recorders and emergency lights and sirens for patrol.

Police Officer Lawson #213(driver 2) advised he was involved in a motor vehicle accident on Sunset Avenue, near Bridge Street in Asbury Park, NJ. PO Lawson stated he driving west on Sunset Avenue, about to make a left onto Bridge Street. PO Lawson stated he activated his left blinker, but had to stop for oncoming traffic, prior to making a left. PO Lawson stated while waiting for traffic to pass, he was struck from behind from another vehicle. I was able to observe moderate damager to the rear of Asbury Park Police Department vehicle #15. PO Lawson complained of neck and back pain and was subsequently transported to Jersey Shore University Medical Center by Asbury Park Fire Department First Aid. Vehicle #15 was driven and parked at Asbury Park Department of Public Works.

The driver(D1) of the Prius(NJ H26PZY)(V1) stated he was driving west on Sunset Avenue, behind an Asbury Park Police vehicle. D1 stated he observed the marked patrol vehicle activate its blinker to make a left onto Bridge Street. D1 stated at that time he applied his brakes, but the vehicle continued straight, striking the rear of the patrol vehicle. I was able to observe front airbag deployment and moderate damage to the front end of V1. V1 was towed by Bennett's Towing due to being disabled. Summons issued to D1 for Careless Driving 1303-E22-001987

146 Officer's Signature	147 Badge #	148 Reviewer	Badge #	149 Case Status
CARRASQUILLO, G	83212	LT. MICHAEL BARNES	181	☐ Pending ☒ Complete

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

COURT ID	PREFIX	TICKET NUMBER	ASBURY PARK MUNICIPAL COURT ONE MUNICIPAL PLAZA ASBURY PARK NJ 07712 TELEPHONE: (732) 775-1765
1303	E22	001987	

YOU ARE HEREBY SUMMONED TO APPEAR BEFORE THIS COURT TO ANSWER THIS COMPLAINT CHARGING YOU WITH THE OFFENSE LISTED:

Driver's License No.: O571136001882 State: NJ Expiration Date: 11/2026 ☐ Commercial License

THE UNDERSIGNED CERTIFIES THAT

HASSIKI OMAR
32 WILLOW DR APT 8A
OCEAN NJ 07712-2825

Birth Date: 11/17/1998
Eyes: BROWN
Sex: MALE
Email Address:

Telephone: (929)240-7641
Height: 5'9
Restrictions: D / 0

☐ Check if cell phone
Hispanic or Latinx? N
Race: U

DID UNLAWFULLY (PARK) (OPERATE) A

License Plate No. H62PZY

Vehicle Make: TOYOTA
State: NJ
Year: 2016
Exp. Date: 5/2023
Color: BLACK
Body Type: UNKNOWN

☐ Commercial Vehicle ☐ Omnibus ☐ Hazardous Material ☐ Out of Service

AND DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE

39:4-97 CARELESS DRIVING: LIKELY TO ENDANGER PERSON OR PROPERTY

Date of Offense: 10/03/2022 Time: 07:16 PM

Other Offense Information: ☐ Construction Zone ☐ Safe Corridor ☐ 65 MPH Zone ☒ Accident ☐ Prop. Damage ☒ Bodily Injury ☐ Death/Serious Bodily Injury ☐ Drugs ☐ Alcohol

Equipment: Operator: Operator's ID: Unit Code:
Notes:

Location: SUNSET AND BRIDGE
Municipality: ASBURY PARK CITY
County: MONMOUTH
Mun. Code (Offense): 1303

The undersigned further states that there are just and reasonable grounds to believe that you committed the above offense and will file this complaint in this court charging you with that offense.

10/03/2022	GABRIEL CARRASQUILLO	0212
Date	Electronic Signature	Officer's ID No.

YOU ARE HEREBY SUMMONED TO APPEAR BEFORE THIS COURT TO ANSWER THIS COMPLAINT CHARGING YOU WITH THE OFFENSE LISTED ABOVE.

Court Date: 10/14/2022 Court Time: 10:01 AM

1. PLEA OF NOT GUILTY
If you wish to plead not guilty, you must notify the court, whose address and telephone number are shown above, at least 5 days prior to the court date listed on this ticket. Please confirm with the court your contact information including your email address and telephone number. If you fail to notify the court, it may be necessary for you to make additional court appearances.

2. OFFENSE IS NOT PAYABLE OR COURT APPEARANCE REQUIRED
If the offense charged is not payable, or if "Court Appearance Required" is displayed, you must appear on the date and time indicated, even if you wish to plead guilty. Contact the court to confirm your appearance, email address, and telephone number. The court may schedule you to appear in person or by video. You may also be able to resolve your matter online (see section 3 below).

3. ONLINE PLEA OPTIONS
Please visit www.NJMCdirect.com for information on how to resolve matters online without having to appear in court. You may be able to submit a request through the online Municipal Case Resolution system to, among other things, plead guilty or not guilty to the offense charged on this ticket or to submit a request for a lesser charge to the municipal prosecutor.

COURT APPEARANCE REQUIRED

FOR MORE INFORMATION ON ANY OF THE ABOVE, GO TO:
www.NJMCdirect.com

NOTICE

Except for a parking ticket, a record of this conviction will be sent to the Motor Vehicle Commission (MVC) that issued your license. If you hold a commercial driver's license and you are convicted of two or more serious traffic violations, the MVC may, depending on your record, suspend your commercial driving privileges even if the violations were committed in a non-commercial motor vehicle. For more information, visit the official MVC website at www.NJMVC.gov.

PLEASE NOTIFY THE COURT OF DISABILITY ACCOMODATION NEEDS

ADA

ENSURING INTEGRATED JUSTICE

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

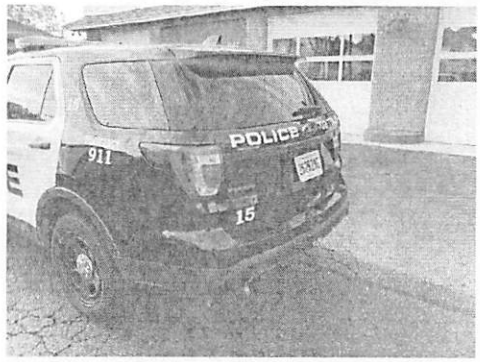
RICH'S AUTO BODY

1602 ASBURY AVE, ASBURY PARK, NJ 07712
Phone: (732) 775-1029, Fax: (732) 775-1025

Image Report

Owner:	CITY OF ASBURY	Insurance:	Car# 15	Estimator:	Rich Crompton	Vehicle Out:	
Job Number:		Claim Number:					
Year:	2017	Color:	Black	License Plate:	26292MG	Production Date:	
Make:	FORD	Body Style:	4D UTV	State:	NJ	Mileage In:	
Model:	Police Interceptor ...	Engine:	6-3.7L Gasoline S...	VIN:	1FM5K8AR7HGD07613	Condition:	Fair

10/18/2022 E01
Comments:



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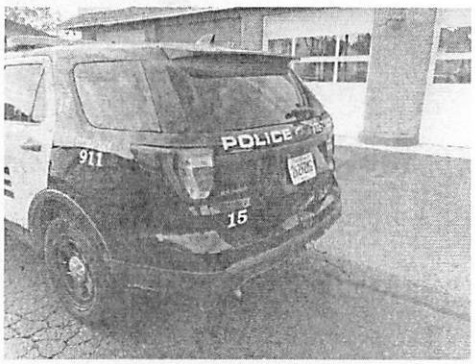
Comments:



10/18/2022 E01
Comments:

10/18/2022 E01
Comments:

10/18/2022 E01
Comments:

10/18/2022 E01
Comments:

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

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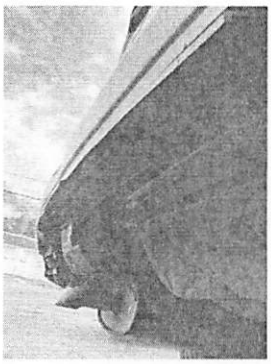
Phone: (732) 775-1029, Fax: (732) 775-1025

Image Report

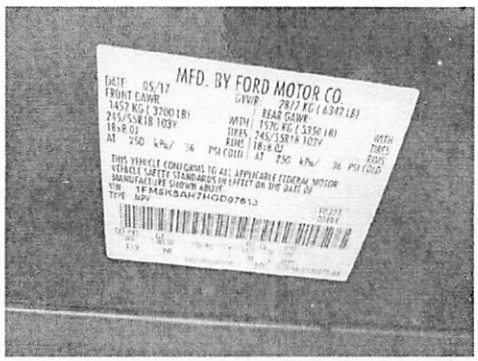
Owner:	CITY OF ASBURY	Insurance:	Car# 15	Estimator:	Rich Crompton	Vehicle Out:	
Job Number:		Claim Number:					
Year:	2017	Color:	Black	License Plate:	26292MG	Production Date:	
Make:	FORD	Body Style:	4D UTV	State:	NJ	Mileage In:	
Model:	Police Interceptor ...	Engine:	6-3.7L Gasoline S...	VIN:	1FM5K8AR7HGD07613	Condition:	Fair

10/18/2022 E01
Comments:



10/18/2022 E01
Comments:

10/18/2022 E01
Comments:



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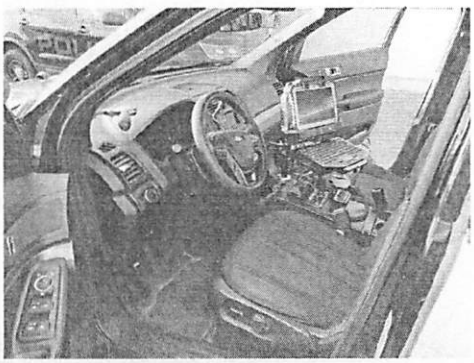

10/18/2022 E01
Comments:

10/18/2022 E01
Comments:

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

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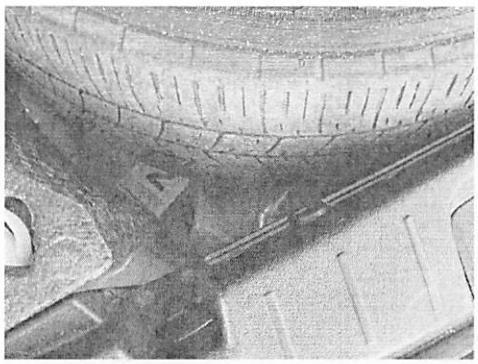
Phone: (732) 775-1029, Fax: (732) 775-1025

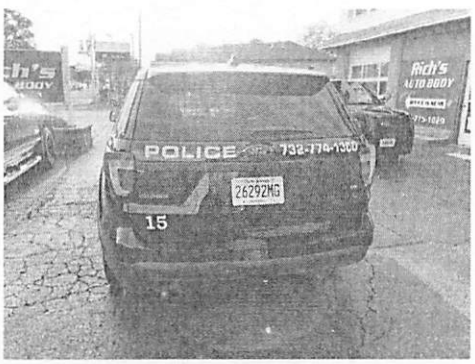
Image Report

Owner:	CITY OF ASBURY	Insurance:	Car# 15	Estimator:	Rich Crompton	Vehicle Out:	
Job Number:		Claim Number:					
Year:	2017	Color:	Black	License Plate:	26292MG	Production Date:	
Make:	FORD	Body Style:	4D UTV	State:	NJ	Mileage In:	
Model:	Police Interceptor ...	Engine:	6-3.7L Gasoline S...	VIN:	1FM5K8AR7HGD07613	Condition:	Fair

10/18/2022 E01
Comments:



10/18/2022 E01
Comments:



10/18/2022 E01
Comments:

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

PMA COMPANIES

IF YOU HAVE ANY QUESTIONS PLEASE CALL:
PMA CALL CENTER
(888) 476-2669

CITY OF ASBURY PARK-PAL
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712

CHECK NO..: 6521833B
CHECK DATE: 10/19/22
CHECK AMT.: $10,756.41
PAY PERIOD:
PD TO DATE:
RATE.....:
VOUCHER NO: C107792741
BILL NO...:

ACCIDENT DT: 10/03/22
PAYMNT TYPE: AUTO COLLISION
INSURED....: NJIIF
CLAIM NO...: L003863084
POLICY NO..: 1922000473793
INVOICE NO.:
INVOICE DT.:
INVOICE AMT:
IRS NUMBER.:
PATIENT ID.:
INJURED....:

FROM - THRU	BILLING CODE	DESCRIPTION	QTY	BILLED AMT	PAYMENT AMT	REASON

EXPLANATION OF BENEFITS

Payment Type : UNSPECIFIED COST CATEGORY

VEHICLE DAMAGE 10756.41

NET AMOUNT 10756.41

Memo: CLAIM L003863084 2017 FORD EXPLORER VIN: D07613 PLATE: 26292MG

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material therto commits a fraudulant insurance act, which is a crime and subjects such person to criminal and civil penalties."

WARNING: THIS CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER WHICH CONTAINS AN ARTIFICIAL WATERMARK ON REVERSE SIDE - HOLD AT ANGLE TO VIEW

NOT VALID 6 MONTHS AFTER DATE OF ISSUE

62-22
311

PMA MANAGEMENT CORP.
ON BEHALF OF
NJIIF

CHECK NUMBER	DATE	AMOUNT
6521833B	10/19/22	*******10,756.41

WELLS FARGO BANK N.A.

PAY Ten Thousand Seven Hundred And Fifty Six And 41/100 US Dollars

TO THE ORDER OF
CITY OF ASBURY PARK-PAL
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712

AUTHORIZED SIGNATURES

WARNING: THIS CHECK CONTAINS A MICROPRINTED BORDER - VOID IF UNREADABLE UNDER MAGNIFICATION

⑈06521833⑈ ⑆031100225⑆ 2079950030214⑈

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

Tracy Lizardi

From: James Foster
Sent: Friday, October 21, 2022 10:39 AM
To: Tracy Lizardi
Subject: FW: Car #15 Motor Vehicle Crash (Asbury Park Police Department) FIRST REPORT
Attachments: Car #15 Accident Report 22AP26729.pdf; Car #15 Rich's Auto Body Quote.pdf; Car #15 Rich's Auto Body Photos.pdf; Car #15 Agin Signs Decal Quote.pdf; Scene Photo 1.jpg; Veh #1 Photo 1.jpg; Veh #1 Photo 2.jpg; Veh. #1 Photo 3.jpg; Veh. #1 Photo 4.jpg; Veh #1 Photo 5.jpg; Veh. #1 Photo 6.jpg; Veh #2 Photo 1.jpg; Veh #2 Photo 2.jpg; Veh. #2 Photo 3.jpg; Veh. #2 Photo 4.jpg; Veh. #2 Photo 5.jpg; Veh. #2 Photo 6.jpg; Veh. #2 Photo 7.jpg; Veh. #2 Photo 8.jpg; Veh. #2 Photo 9.jpg; Veh. #2 Photo 10.jpg; Veh. #2 Photo 11.jpg

FYI

From: Nicholas Townsend <Nicholas.Townsend@cityofasburypark.com>
Sent: Tuesday, October 18, 2022 10:47 AM
To: firstreport@pmagroup.com
Cc: Mary Kay Callahan <MaryKay.Callahan@cityofasburypark.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>; David DeSane <David.DeSane@cityofasburypark.com>; David Kelso <David.Kelso@cityofasburypark.com>; Guy Thompson <Guy.Thompson@cityofasburypark.com>; James Foster <James.Foster@cityofasburypark.com>
Subject: Car #15 Motor Vehicle Crash (Asbury Park Police Department) FIRST REPORT

Good Morning, please see the attached initial crash report, photos and quotes for repairs. Patrol vehicle was struck from behind causing injury to Officer while waiting to make a left turn. Officer currently out of work as of this date. We are looking to make a claim and recover the deductible and any other expenses paid out for this incident. If you have any questions please feel free to contact me. Thank you.

Patrolman Nicholas Townsend
Evidence Unit/Fleet
Asbury Park Police Department
1 Municipal Plaza
Asbury Park, NJ 07712

Tel: (732) 502-5786
Fax: (732) 775-7845
mailto: nicholas.townsend@cityofasburypark.com

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

The information contained in this message and any attachment may be proprietary, confidential, and privileged or subject to the work product doctrine and thus protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.
If you have received this communication in error, please notify me immediately by replying to this message and deleting it and all copies and backups thereof. Thank you.

CITY OF ASBURY PARK

Municipal Building
One Municipal Plaza
Asbury Park, NJ 07712-7000
TEL (732)775-2100 FAX (732)775-0441

REQUISITION

NO. T-003824

SHIP TO	POLICE DEPARTMENT ONE MUNICIPAL PLAZA ASBURY PARK, NJ 07712
VENDOR	VENDOR #: AGINS005 AGIN SIGNS & DESIGNS 45 STILLWELL ROAD KENDALL PARK, NJ 08824

ORDER DATE: 10/26/22
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Decal repair car #15 MVA Decal repair for car #15 MVA 22AP26279.	2-01-25-240-000-203 POLICE Motor Vehicle	75.0000	75.00
			TOTAL	75.00

REQUESTING DEPARTMENT DATE

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

AGIN Signs & DESIGNS
45 STILLWELL ROAD
KENDALL PARK, NJ 08824
732/297-9007
AGINSIGNS@YAHOO.COM

Estimate

Date	Estimate #
10/3/2022	6586

Bill To

Asbury Park Police Department
1 Municipal Plaza
Asbury Park, NJ 07712

Terms
Net 30

Qty	Item	Description	Amount	Total
1	Township/Police...	Replace Damaged Lettering on Tailgate from Accident • Ford Explorer Unit 15	75.00	75.00

Total $75.00

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

RICH'S AUTO BODY

1602 ASBURY AVE, ASBURY PARK, NJ 07712
Phone: (732) 775-1029, Fax: (732) 775-1025

Image Report

Owner:	CITY OF ASBURY	Insurance:	Cadet Van	Estimator:	Rich Crompton	Vehicle Out:
Job Number:		Claim Number:				
Year:	2014	Color:		License Plate:		Production Date:
Make:	CHEV	Body Style:	3D VAN	State:		Mileage In:
Model:	Express Passenger...	Engine:	8-6.0L Flex Fuel ...	VIN:	1GAZGZFG4E1139974	Condition:

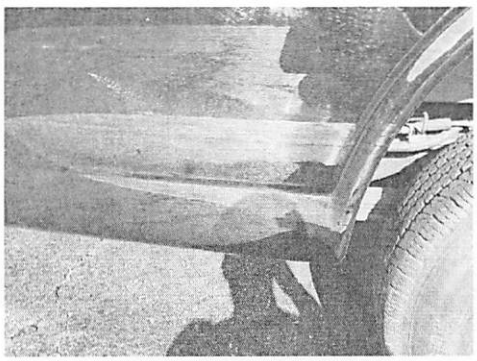
8/2/2022 E01
Comments:

8/2/2022 E01
Comments:

8/2/2022 E01
Comments:

8/2/2022 E01
Comments:

8/2/2022 E01
Comments:



8/2/2022 E01
Comments:

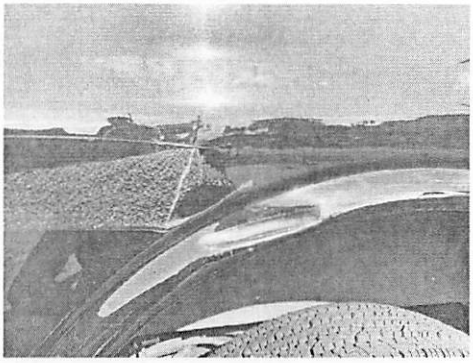
Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

RICH'S AUTO BODY

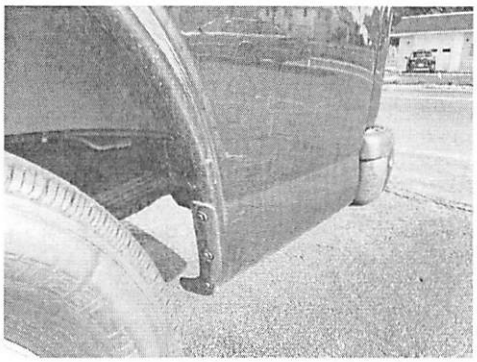
1602 ASBURY AVE, ASBURY PARK, NJ 07712
Phone: (732) 775-1029, Fax: (732) 775-1025

Image Report

Owner:	CITY OF ASBURY	Insurance:	Cadet Van	Estimator:	Rich Crompton	Vehicle Out:
Job Number:		Claim Number:				
Year:	2014	Color:		License Plate:		Production Date:
Make:	CHEV	Body Style:	3D VAN	State:		Mileage In:
Model:	Express Passenger...	Engine:	8-6.0L Flex Fuel ...	VIN:	1GAZGZFG4E1139974	Condition:



8/2/2022 E01
Comments:



8/2/2022 E01
Comments:

8/2/2022 E01
Comments:

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

PMA COMPANIES

IF YOU HAVE ANY QUESTIONS PLEASE CALL:
PMA CALL CENTER
(888) 476-2669

CITY OF ASBURY PARK-PAL
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712

CHECK NO..: 6521833B
CHECK DATE: 10/19/22
CHECK AMT.: $10,756.41
PAY PERIOD:
PD TO DATE:
RATE.....:
VOUCHER NO: C107792741
BILL NO...:

ACCIDENT DT: 10/03/22
PAYMNT TYPE: AUTO COLLISION
INSURED....: NJIIF
CLAIM NO...: L003863084
POLICY NO..: 1922000473793
INVOICE NO.:
INVOICE DT.:
INVOICE AMT:
IRS NUMBER.:
PATIENT ID.:
INJURED....:

FROM - THRU	BILLING CODE	DESCRIPTION	QTY	BILLED AMT	PAYMENT AMT	REASON

EXPLANATION OF BENEFITS

Payment Type : UNSPECIFIED COST CATEGORY

VEHICLE DAMAGE 10756.41

NET AMOUNT 10756.41

Memo: CLAIM L003863084 2017 FORD EXPLORER VIN: D07613 PLATE: 26292MG

"Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material therto commits a fraudulant insurance act, which is a crime and subjects such person to criminal and civil penalties."

WARNING: THIS CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER WHICH CONTAINS AN ARTIFICIAL WATERMARK ON REVERSE SIDE - HOLD AT ANGLE TO VIEW

NOT VALID 6 MONTHS AFTER DATE OF ISSUE

62-22
311

PMA MANAGEMENT CORP.
ON BEHALF OF
NJIIF

CHECK NUMBER	DATE	AMOUNT
6521833B	10/19/22	*******10,756.41

WELLS FARGO BANK N.A.

PAY Ten Thousand Seven Hundred And Fifty Six And 41/100 US Dollars

TO THE ORDER OF
CITY OF ASBURY PARK-PAL
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712

John Santulli III

AUTHORIZED SIGNATURES

WARNING: THIS CHECK CONTAINS A MICROPRINTED BORDER - VOID IF UNREADABLE UNDER MAGNIFICATION

⑈06521833⑈ ⑆031100225⑆ 2079950030214⑈

Attachment: 2017 FORD EXPLORER PD REPAIRS (2022-453 : Authorizing Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle)

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-454
Resolution to hold both an accelerated and online tax sale and to award a contract to our online tax sale vendor.

RESOLUTION NO. 2022-454

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING AN ACCELERATED ELECTRONIC TAX SALE ADMINISTERED BY REALAUCTION.COM LLC

WHEREAS, pursuant to P.L. 1997, Chapter 99, a municipality may hold an accelerated tax lien sale within the last month of a calendar year for any unpaid taxes or other municipal liens or charges that are in arrears as of the eleventh day of the eleventh month of the calendar year; and

WHEREAS, in an effort to curtail future property tax increases, the Tax Collector has advised the City Council to hold an accelerated tax sale during December of 2022 in order to maximize the tax collection rate in the calendar year of 2022, and minimize the budgetary expense in the Reserve for Uncollected Taxes in the 2023 municipal budget; and

WHEREAS, City Council acknowledges that all proper notification of taxpayers will still be made in accordance with applicable State regulations and that all taxpayers will be given ample opportunities to bring their accounts up to date; and

WHEREAS, NJSA 54:5-19.1 et seq. authorizes municipalities to conduct an electronic tax sale pursuant to the rules and regulations promulgated by the Director of the Division of Government Services; and

WHEREAS, an electronic tax sale is innovative and provides a greater pool of potential lien buyers, thus creating the environment for a more open and competitive tax sale process; and

WHEREAS, the Director of the Division of Local Government Services has approved RealAuction.com LLC to conduct electronic tax sales in the State of New Jersey; and

WHEREAS, RealAuction.com LLC has supplied and negotiated a contract to provide electronic tax sale services to the City of Asbury Park at a rate of $15 per property on the tax sale list; and

WHEREAS, the City of Asbury Park wishes to participate in an electronic tax sale in 2022 and to award a contract for such services to RealAuction.com LLC as a vendor which has been determined to have complied with the statutory provisions necessary to supply such services; and

NOW, THERFORE, BE IT RESOLVED by the Council of the City of Asbury Park, that the Tax Collector is hereby authorized and directed to schedule and conduct an accelerated

electronic tax sale administered by RealAuction.com LLC, in accordance with their proposed contract, during December of 2022, for all taxes and municipal charges unpaid as of November 11, 2022.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-454 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-455
Execute the contract for Superior Officers Association, Local No. 6 union.

RESOLUTION NO. 2022-455

City of Asbury Park
County of Monmouth
State of New Jersey

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-455 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

AGREEMENT

BETWEEN

CITY OF ASBURY PARK
MONMOUTH COUNTY, NEW JERSEY

AND

SUPERIOR OFFICERS ASSOCIATION, LOCAL NO. 6

OF THE

PATROLMEN'S BENEVOLENT ASSOCIATION

OF THE

STATE OF NEW JERSEY

JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

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Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

PREAMBLE

This Agreement, entered into this 1st day of January, 2021 by and between the CITY OF ASBURY PARK, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and the SUPERIOR OFFICERS ASSOCIATION, LOCAL NO. 6, hereinafter call the "Association", represents the complete and final understanding of all bargainable issues between the City and the Association.

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

ARTICLE I – RECOGNITION

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

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

ARTICLE II - MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

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

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

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

ARTICLE III - GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss this matter informally with any appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

B. DEFINITION

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and may be raised by an individual, the Association or the City.

2. All Superior Officers covered by this agreement may also utilize this grievance procedure to appeal minor discipline. Minor discipline is hereinafter defined as five (5) days of suspension or the equivalent fine, or any lesser penalty.

C. STEPS OF THE GRIEVANCE PROCEDURE

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

STEP ONE

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

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

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

STEP TWO

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

STEP THREE

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

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

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

ARTICLE IV - HOURS OF WORK AND OVERTIME

A. HOURS OF WORK

1. The schedule will consist of working four (4) consecutive ten (10) hour days and then having the next three (3) consecutive days off.

2. All members of the rank and file will be subject to the schedule change.

3. There will be three (3) shifts for patrol as defined by the Chief of Police, the highest-ranking officer or their designee. The shift schedules will be set on a yearly basis from January 1 through December 31 and determined based on the needs of the department.

4. Shift selection for the above listed shifts will be based on seniority (most senior to least senior). Each officer shall submit to the Chief of Police or his designee the Officer's first, second and third choices of shift assignment. This submission shall be no earlier than September 1st and no later than September 30th. The Chief of Police or their designee shall use reasonable efforts to assign Officers to their first shift choice. However, the Chief of Police or their designee shall reserve the right to assign Officers to another shift, if the Chief of Police or their designee, in their sole discretion deems such an assignment necessary for the efficient operation of the Police Department or in the event that an Officer's prior choices are fully staffed by more senior officers. These changes must be made no later than October 10.

5. Once shift assignments have been made, Officers shall then select their days off for their assigned shift. This will be based on shift seniority. Days off selection shall be submitted no later than October 15.

6. If a vacancy occurs after shift picks have been made, the Chief of Police or their designee shall have the sole discretion to assign a member of the SOA to fill the vacancy based on the needs of the Police Department.

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

B. OVERTIME

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

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

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

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

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

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

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

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

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

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

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

ARTICLE V - POLICE TRAINING

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

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

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

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

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

ARTICLE VI - HOLIDAYS

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

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

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

ARTICLE VII - VACATIONS

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

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

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

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

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

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

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

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

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

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

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

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

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ARTICLE VIII - PERSONAL LEAVE

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

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

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

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ARTICLE IX - INJURY LEAVE

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

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

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

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

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

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

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

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

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

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

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ARTICLE X - SICK LEAVE AND COMPENSATORY TIME

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

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

C. AMOUNT OF SICK LEAVE

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

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

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

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

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

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

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

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

D. REPORTING OF ABSENCE ON SICK LEAVE

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

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

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

E. VERIFICATION OF SICK LEAVE

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

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

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

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

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

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

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

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

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ARTICLE XI - INSURANCE

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

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

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

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

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

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ARTICLE XII - BEREAVEMENT LEAVE

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

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

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ARTICLE XIII - CLOTHING PAY

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

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

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ARTICLE XIV - SALARIES

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

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

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

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ARTICLE XV - LONGEVITY PAY

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

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

C. Longevity pay shall be included in overtime pay.

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

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ARTICLE XVI - MAINTENANCE OF STANDARDS

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

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

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ARTICLE XVII - MAINTENANCE OF OPERATIONS

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

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

ARTICLE XVIII - REPRESENTATIVES AND MEMBERS

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

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

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

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

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

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ARTICLE XIX - ASSOCIATION ACTIVITY

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

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

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

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

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

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

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

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ARTICLE XX - LEAVE OF ABSENCE

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

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

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ARTICLE XXI - EQUIPMENT

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

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

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

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

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ARTICLE XXII - ACTIONS AGAINST OFFICERS

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

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

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

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

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

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

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

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

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ARTICLE XXIII - DEDUCTIONS FROM SALARY

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

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ARTICLE XXIV - PERSONNEL FILES

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

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

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

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

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ARTICLE XXV - WORKING OUT OF JOB CLASSIFICATION

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

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ARTICLE XXVI - PROMOTIONS

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

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ARTICLE XXVII - POLICEMEN'S BILL OF RIGHTS

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

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

1. The interrogation of a member of the Police Department shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the Police Department is on duty;

2. The member of the department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous then the officer shall be so advised.

3. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Police Department is being interrogated as a witness only, they should be so informed at the initial contact.

4. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

5. The interrogation of the member shall not be recorded unless the member agrees and is advised of charges.

6. The member of the Police Department shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of their acts.

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

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

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

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

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ARTICLE XXVIII - AGENCY SHOP

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

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ARTICLE XXIX - CITY BUDGETS AND CONTRACTS

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

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

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

ARTICLE XXX - SEPARABILITY AND SAVINGS

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

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

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

ARTICLE XXXI - EDUCATION INCENTIVE

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

Associates Degree	$1,000.00
BA/BS Degree	$2,000.00

B. The education stipend will be paid on December 1, of each calendar year.

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

ARTICLE XXXII - TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect to and including December 31, 2024, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement, of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seals this ____ day of _____, 2022.

Attest: **CITY OF ASBURY PARK**

_____ _____

Donna M. Vieiro, City Manager

Attest: **SUPERIOR OFFICERS ASSOCIATION, LOCAL NO. 6**

_____ _____

Javier Campos, SOA President

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF ASBURY PARK AND SUPERIOR OFFICERS ASSOCIATION, LOCAL NO.6 OF THE POLICEMEN'S BENEVOLENT ASSOCIATION

The City of Asbury Park (hereinafter referred to as the City) and Superior Officers Association Local No. 6 (hereinafter referred to as SOA) hereby agree to this Memorandum of Agreement with respect to the terms of a successor collective bargaining agreement.

This agreement is subject to ratification of the parties (membership of the SOA and the City's Governing Body). The parties agree to recommend ratification of this Agreement to their respective memberships.

This agreement modifies the terms of the parties' January 1, 2018 through December 31, 2020 Collective Negotiations Agreement as set forth below. Any terms of the parties' 2018-2020 Agreement not expressly modified by this MOA remain in full force and effect and shall be incorporated into the parties' January 1, 2021 through December 31, 2024 Agreement.

All proposals presented by the parties during negotiations for the 2021-2024 Agreement and not expressly agreed to as reflected in this MOA and the attachments thereto are deemed to be withdrawn.

The following table summarizes the changes that have been agreed to by the City Manager and PBA leadership:

ARTICLE	CHANGES AGREED TO
Article I – Recognition	No change
Article II – Management Rights	No change
Article III – Grievance Procedure	No change
Article IV – Hours of Work and Overtime	1. Section A, number 6, remove sentence regarding leave time being kept in day format 2. Section B, add section to say employees may elect to receive comp time in lieu of overtime 3. Section B, add paragraph to say Captains are not eligible for voluntary assignment of overtime shifts.
Article V – Police Training	No change
Article VI – Holidays	1. Add new section to clarify holiday compensation
Article VII – Vacations	1. Clarify vacation accrued time for new employees and prorated for terminating employees 2. Add vacation payout upon death of active employee
Article VIII – Personal Leave	No change
Article IX – Injury Leave	1. Updated to match language in other contracts
Article X – Sick Leave	1. Section C, number 5, add language to have requests for payouts be done by December 15 & pay twice per year
Article XI – Insurance	1. Clarified that all employees shall pay in accordance with the Chapter 78 schedule 2. Clarify the coverage of medical benefits post-retirement based on continuous service and/or age 3. Clarify the coverage of medical benefits for disability pension 4. Add language regarding "deferred" retirement

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

ARTICLE	CHANGES AGREED TO
Article XII – Bereavement Leave	1. Form consistency between bargaining units – same time off for same relatives across the City
Article XIII – Clothing Pay	1. Added employee negligence clause
Article XIV – Salaries	1. Salary increases will be per appendix A
Article XV – Longevity	No change
Article XVI – Maintenance of Standards	No change
Article XVII – Maintenance of Operations	No change
Article XVIII – Representatives and Members	No change
Article XIX – Association Activity	No change
Article XX – Leave of Absence	1. Clarify that time off does not accrue and City does not contribute to pension/provide health benefits during leave
Article XXI – Equipment	1. Remove retirement badge privileges and replace with $300 stipend for that purpose
Article XXII – Actions Against Officers	1. Updated language based on review by City's risk manager
Article XXIII – Deductions from Salary	No change
Article XXIV – Personnel Files	No change
Article XXV – Working Out of Job Classification	No change
Article XXVI – Promotions	No change
Article XXVII – Policemen's Bill of Rights	No change
Article XXVIII – Agency Shop	No change
Article XXIX – City Budgets and Contracts	1. Updated to state copies of documents will be provided "upon request"
Article XXX – Separability and Savings	No change
Article XXXI – Education Incentive	No change
Article XXXIII – Term and Renewal	4 years

The revised contract, as agreed to by both parties, is provided as an attachment herein.

CITY OF ASBURY PARK

By: _____

Donna M. Vieiro
City Manager

Date: 11/2/2022

SOA LOCAL NO. 6

By: SGT Ja- Campos

Sergeant Javier Campos
President, SOA Local No. 6

Date: 11/2/2022

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

APPENDIX A: SALARIES

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

	1/1/2021		1/1/2022		1/1/2023		1/1/2024	
STEPS	OFFICER BASE	SGT PAY	OFFICER BASE	SGT PAY	OFFICER BASE	SGT PAY	OFFICER BASE	SGT PAY
Year 4	$ 64,033	$ 81,533	$ 64,993	$ 82,493	$ 66,131	$ 83,631	$ 67,453	$ 84,95
Year 5	$ 71,708	$ 89,208	$ 72,784	$ 90,284	$ 74,057	$ 91,557	$ 75,538	$ 93,03
Year 6	$ 79,384	$ 96,884	$ 80,575	$ 98,075	$ 81,985	$ 99,485	$ 83,624	$ 101,12
Year 7	$ 87,059	$ 104,559	$ 88,365	$ 105,865	$ 89,911	$ 107,411	$ 91,709	$ 109,20
Year 8	$ 94,735	$ 112,235	$ 96,156	$ 113,656	$ 97,839	$ 115,339	$ 99,795	$ 117,29
Year 9	$ 102,411	$ 119,911	$ 103,947	$ 121,447	$ 105,766	$ 123,266	$ 107,882	$ 125,38
Year 10	$ 111,176	$ 128,676	$ 114,511	$ 132,011	$ 120,512	$ 138,012	$ 125,489	$ 142,98

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

	1/1/2021		1/1/2022		1/1/2023		1/1/2024	
STEPS	SGT BASE	LT PAY	SGT BASE	LT PAY	SGT BASE	LT PAY	SGT BASE	LT PAY
Year 5	$ 89,208	$ 104,208	$ 90,284	$ 105,284	$ 91,557	$ 106,557	$ 93,038	$ 108,03
Year 6	$ 96,884	$ 111,884	$ 98,075	$ 113,075	$ 99,485	$ 114,485	$ 101,124	$ 116,12
Year 7	$ 104,559	$ 119,559	$ 105,865	$ 120,865	$ 107,411	$ 122,411	$ 109,209	$ 124,20
Year 8	$ 112,235	$ 127,235	$ 113,656	$ 128,656	$ 115,339	$ 130,339	$ 117,295	$ 132,29
Year 9	$ 119,911	$ 134,911	$ 121,447	$ 136,447	$ 123,266	$ 138,266	$ 125,382	$ 140,38
Year 10	$ 128,676	$ 143,676	$ 132,011	$ 147,011	$ 138,012	$ 153,012	$ 142,989	$ 157,98

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

	1/1/2021		1/1/2022		1/1/2023		1/1/2024	
STEPS	LT BASE	CAPT PAY	LT BASE	CAPT PAY	LT BASE	CAPT PAY	LT BASE	CAPT PAY
Year 6	$ 111,884	$ 126,884	$ 113,075	$ 128,075	$ 114,485	$ 129,485	$ 116,124	$ 131,12
Year 7	$ 119,559	$ 134,559	$ 120,865	$ 135,865	$ 122,411	$ 137,411	$ 124,209	$ 139,20
Year 8	$ 127,235	$ 142,235	$ 128,656	$ 143,656	$ 130,339	$ 145,339	$ 132,295	$ 147,29
Year 9	$ 134,911	$ 149,911	$ 136,447	$ 151,447	$ 138,266	$ 153,266	$ 140,382	$ 155,38
Year 10	$ 143,676	$ 158,676	$ 147,011	$ 162,011	$ 153,012	$ 168,012	$ 157,989	$ 172,98

Attachment: SOA Contract FINAL 9-7-22 with Signed MOA (2022-455 : Superior Officers Association, Local No. 6)

Individual Resolutions
Meeting of the Municipal Council
Thursday, November 10, 2022
RESOLUTION SUMMARY

2022-456
Execute the contract for International Association of Firefighters (IAFF), Local 384, AFL-CIO-CLC union.

RESOLUTION NO. 2022-456

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION RATIFYING THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 384, AFL-CIO-CLC UNION CONTRACT

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Asbury Park that the City Manager is hereby authorized to ratify and execute the contract for the International Association of Firefighters (IAFF), Local 384, AFL-CIO-CLC union contract.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-456 which was finally adopted by the City Council at a meeting held on the 10th day of November, 2022

CERTIFIED BY ME THIS 11th DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

AGREEMENT

BETWEEN

CITY OF ASBURY PARK,

MONMOUTH COUNTY, NEW JERSEY

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 384, AFL-CIO-CLC

(IAFF)

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

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Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

PREAMBLE

This Agreement entered into this 1st day of January 2021, by and between the CITY OF ASBURY PARK in the County of Monmouth, a Municipal Corporation of the State of New Jersey hereinafter called the "City", and LOCAL 384 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO-CLC, hereinafter referred to as the "Union", represents the complete and final understanding on all bargainable issues between the City and the Union.

ARTICLE I – GENERAL

The City of Asbury Park, hereinafter referred to as the "City", and Local 384 of the International Association of Firefighters, AFL-CIO-CLC, hereinafter referred to as the "Union", in order to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employees and to promote the morale, rights and well-being of the Fire Department, hereby agree as follows:

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

ARTICLE II - PUBLIC EMPLOYEES

The Fire Department and individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

ARTICLE III - RECOGNITION

The City recognizes the Union for the purpose of collective negotiations as the exclusive representative of the individual members of the Union, including all Firefighters/EMTs; Captains/EMTs; Battalion Chiefs/EMTs; Fire Prevention Specialist UFDs/EMTs; and Fire Official/EMTs UFDs.

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

ARTICLE IV - UNION SECURITY

A. DUES CHECK-OFF

Upon written authorization by an employee and approval by the Union President, the City agrees to deduct from the wages of each employee the sum specified by the Union Treasurer for dues and deliver the said sum to the Union on a monthly basis. In the event an employee does not have any monies due and owing to them, or if the monies due and owing to them are not large enough to satisfy the assignment for dues, no sums of money shall be deducted from the employee for that month. In such event, however, the Union will collect the dues due and owing, if not deducted from monies due and owing to the said Union member.

B. REPRESENTATION FEE

1. If any employee does not become a member of the Union during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the City by the Union, which amount shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged by the Union to its own members.

3. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the City a list of those employees who have not become members of the Union for the then current year. The City will deduct the representation fee in equal installments, as nearly as possible from paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

4. The City shall remit the amount deducted to the Union monthly, together with the dues deducted pursuant to Section A, above.

5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(C) and 5.6, and membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the City shall immediately cease making said deductions.

7. The Union shall indemnify and hold the City harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the City for the purpose of complying with any of the provisions of this Article. The Union shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the City shall have no obligation to defend actions arising under this Article, but once compelled to do so, the Union shall reimburse the City for all reasonable costs incurred in defending or participating in such litigation.

ARTICLE V - PROBATION PERIOD

All new employees shall serve a probationary period of one (1) year and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement and applicable Civil Service, Rules, and Regulations of the State of New Jersey. All employees who have worked one (1) year shall be known as permanent employees, and the probationary period shall be considered part of the seniority time.

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

ARTICLE VI - MANAGEMENT RIGHTS

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

1. The executive management and administrative control of the City Government and its properties and facilities, and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the City, including the use of improved methods and equipment, to determine the number of employees needed at any particular time, and to be in sole charge of the quality of work required;

2. To hire all new employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment, assignment, and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause in accordance with New Jersey State Statutes and Civil Service Rules and Regulations;

4. To conduct layoffs off in accordance with the New Jersey State Civil Service Commission Rules and Regulations, and applicable New Jersey State Statutes, whenever it shall be necessary.

B. Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under N.J.S.A. 40A:14-118, et seq., and N.J.S.A. 11A:2-1, et seq., or any other national, state, county or local laws or ordinance.

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

ARTICLE VII - SENIORITY LIST

The Fire Department shall establish a seniority list and it shall be brought up-to-date on January 1st of each year and immediately be posted thereafter in the Department's electronic records management system, accessible to all employees, for a period of not less than thirty (30) days. Any objections to the seniority list as posted shall be reported to the Chief of the Department within ten (10) days or it shall stand approved.

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

ARTICLE VIII - HOURS OF DUTY AND TOURS OF DUTY

A. Pursuant to N.J.S.A. 40A:14-49, for members not assigned to the Chief's office, there is hereby established in the Fire Department the following schedule of actual duty of the members thereof for an average forty-two (42) hour week in an eight (8) week cycle, except as hereinafter provided.

B. The tours of duty of the uniformed members of the Fire Department are hereby divided into four parts: Tour Number 1, Tour Number 2, Tour Number 3, and Tour Number 4.

C. The personnel of the Fire Department, Fire Official UFD, and the Fire Prevention Specialist UFD shall be assigned by the Chief of the Fire Department, subject to the approval of the City Manager, to the various tours of duty herein described.

D. Tours of duty shall be two (2) twenty-four (24) hour days. The day shall start at 8:00 a.m. and end 8:00 a.m. of the following day.

E. The tours of duty in each eight (8) week cycle shall be as follows:

	TOUR 1	TOUR 2	TOUR 3	TOUR 4
1ST DAY	ON	OFF	OFF	OFF
2ND DAY	OFF	ON	OFF	OFF
3RD DAY	OFF	OFF	ON	OFF
4TH DAY	OFF	OFF	OFF	ON
5TH DAY	ON	OFF	OFF	OFF
6TH DAY	OFF	ON	OFF	OFF
7TH DAY	OFF	OFF	ON	OFF
8TH DAY	OFF	OFF	OFF	ON
9TH DAY	ON	OFF	OFF	OFF
10TH DAY	OFF	ON	OFF	OFF
11TH DAY	OFF	OFF	ON	OFF
12TH DAY	OFF	OFF	OFF	ON
13TH DAY	ON	OFF	OFF	OFF
14TH DAY	OFF	ON	OFF	OFF
15TH DAY	OFF	OFF	ON	OFF
16TH DAY	OFF	OFF	OFF	ON
17TH DAY	ON	OFF	OFF	OFF
18TH DAY	OFF	ON	OFF	OFF
19TH DAY	OFF	OFF	ON	OFF
20TH DAY	OFF	OFF	OFF	ON
21ST DAY	ON	OFF	OFF	OFF
22ND DAY	OFF	ON	OFF	OFF
23RD DAY	OFF	OFF	ON	OFF
24TH DAY	OFF	OFF	OFF	ON

25TH DAY	ON	OFF	OFF	OFF
26TH DAY	OFF	ON	OFF	OFF
27TH DAY	OFF	OFF	ON	OFF
28TH DAY	OFF	OFF	OFF	ON
29TH DAY	ON	OFF	OFF	OFF
30TH DAY	OFF	ON	OFF	OFF
31ST DAY	OFF	OFF	ON	OFF
32ND DAY	OFF	OFF	OFF	ON
33RD DAY	ON	OFF	OFF	OFF
34TH DAY	OFF	ON	OFF	OFF
35TH DAY	OFF	OFF	ON	OFF
36TH DAY	OFF	OFF	OFF	ON
37TH DAY	ON	OFF	OFF	OFF
38TH DAY	OFF	ON	OFF	OFF
39TH DAY	OFF	OFF	ON	OFF
40TH DAY	OFF	OFF	OFF	ON
41ST DAY	ON	OFF	OFF	OFF
42ND DAY	OFF	ON	OFF	OFF
43RD DAY	OFF	OFF	ON	OFF
44TH DAY	OFF	OFF	OFF	ON
45TH DAY	ON	OFF	OFF	OFF
46TH DAY	OFF	ON	OFF	OFF
47TH DAY	OFF	OFF	ON	OFF
48TH DAY	OFF	OFF	OFF	ON
49TH DAY	ON	OFF	OFF	OFF
50TH DAY	OFF	ON	OFF	OFF
51ST DAY	OFF	OFF	ON	OFF
52ND DAY	OFF	OFF	OFF	ON
53RD DAY	ON	OFF	OFF	OFF
54TH DAY	OFF	ON	OFF	OFF
55TH DAY	OFF	OFF	ON	OFF
56TH DAY	OFF	OFF	OFF	ON

F. Members assigned to the Chief's office shall work either 10-hour days, 4 days per week or 8-hour days, 5 days per week. The work week for Firefighters assigned to the Chief's office shall be as determined by theChief.

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

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ARTICLE IX - OVERTIME

A. In the event that a need for overtime should occur in the Department because of vacations, sickness or other unforeseen conditions, the officer in charge shall call the next firefighter on the overtime list to work overtime. All overtime shall be paid at one and one-half (1-½) times the basic rate of pay to any member of the Union working in excess of their scheduled tour of duty, if said Union member has not been on sick leave (excluding injury leave) during their particular cycle of duty. A cycle shall consist of two (2) twenty-four (24) hour days in an eight (8) day cycle. No Union member shall be required to work more than twenty-four (24) hours continuous duty except in cases of emergency situations as aforesaid.

B. All Union members working consecutive tours of duty will be allowed one (1) hour off upon commencement of overtime duty and one (1) hour off if said Firefighter begins their regular tour of duty after completion of an overtime tour. All overtime will be voluntary, except as aforesaid in the event of any declared State of Emergency and shall be maintained by a seniority list kept by official records of the Department. A copy of said list shall be posted on the bulletin board or electronic records management system, and this record shall show the date of call and the response from each person called as to whether it was refused, on duty, no answer, sickness or vacation. If a Union member refuses, cannot be reached or is sick, they will be automatically passed by until a complete cycle of the seniority list has been made. This list shall pertain to tours of duty only.

C. During the hour off, members of the Department will have the flexibility to travel within a 5-mile radius of the City of Asbury Park. Members shall keep in contact with fire headquarters by use of a portable radio for response in case of emergency. The member shall be undisturbed in all but a true emergency.

D. If an employee is required by the Prosecutor of the County of Monmouth to testify on behalf of the City of Asbury Park on a scheduled day off, they shall be compensated at straight time rates for the actual time worked, but not less than two (2) hours pay.

E. A Firefighter may, at their option, elect to receive compensatory time (at the rate of double time the hours worked) in lieu of overtime pay, not to exceed a maximum accumulation of one-hundred and

twenty (120) work hours. An employee shall select their option and notify the officer in charge of such election at the time the overtime is worked. Compensatory time may only be taken when there is a full complement with no expense to the City. If the maximum of one-hundred and twenty (120) compensatory hours is reached, the city will convert the time to overtime pay at one and one-half (1 ½) times the regular rate of pay.

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

ARTICLE X - VACATIONS

A. A member shall be granted a vacation if earned in each vacation year without loss of pay. The earning year will be from January 1 to December 31 for the following year's vacation. Members may schedule their vacations on a "split" basis (at two (2) different times rather than in a single block), subject to the following limitations:

1. An employee who elects to split their vacation shall, after making the selection of the first vacation period, go to the bottom of the seniority list for purposes of making the second vacation selection.

2. No split portion of the vacation shall be for less than one (1) full tour of duty.

3. Vacations may be split into not more than two (2) segments.

Vacations shall be earned in the following manner:

One through four years	Not to exceed 5 working days
Five through nine years	Not to exceed 6 working days
Ten through fourteen years	Not to exceed 7 working days
Fifteen through nineteen years	Not to exceed 8 working days
Twenty through twenty-four years	Not to exceed 9 working days
Twenty-five years and thereafter	Not to exceed 10 working days

Vacation days are earned one-third (1/3) of one day per month for new employees through December 31st in the year in which they are hired. Vacation days are earned on a prorated basis for terminating or retiring employees.

B. Firefighters may utilize up to a maximum of two (2) compensatory days in each year as vacation time. In the event a scheduling overlap situation develops because of an employee taking compensatory days as vacation, the use of said compensatory days as vacation shall not be permitted. These compensatory days are granted on the condition that the City shall incur no additional overtime from the taking of these compensatory days.

C. Members of the rank of Battalion Chief shall select their vacation independently according to their seniority in rank. The Battalion Chiefs shall submit their vacation request to the Chief not later than

November 15th of the previous year. No more than two (2) Battalion Chiefs shall be on vacation at any given time.

D. Once a member has chosen their vacation according to the seniority ranking on their respective tour and the vacation schedule has been finalized and approved by the Chief of the Department, an employee's vacation pick shall be honored and shall not be unreasonably denied except in emergent situations, or of he/she is subsequently transferred between tours. If, following a transfer, an employee's vacation schedule is being considered by the Chief for a change, the matter shall be brought to the attention of the City Manager, who shall schedule a meeting to discuss the issue with the Chief and the IAFF President. The final decision as to whether a transferred employee's initial vacation pick will be honored shall be subject to the discretion of the City Manager.

E. Terminating or retiring employees shall be granted vacation days on a prorated basis of 1/12 for each month earned.

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ARTICLE XI - PERSONAL LEAVE

A. Each employee shall be granted two (2) working days off per year with pay for the purpose of conducting matters of personal business or emergency nature. New employees shall be granted personal leave on a prorated basis of one-half (½) day for three (3) months of service. Such time shall not be deducted from any other time. Except in the case of an emergency, twenty-four (24) hours of notice must be given.

B. Terminating or retiring employees shall be granted personal days on a prorated basis of one-half (½) day for three (3) months of service.

ARTICLE XII - COMPANY STRENGTH

It is agreed that the City shall keep at least one (1) Truck Company, one (1) Ambulance, and one (1) Engine Company in service twenty-four (24) hours per day. The City of Asbury Park Fire Department shall consist of a minimum of forty (40) members, of which there shall be not less than four (4) Battalion Chiefs, eight (8) Captains and thirty-two (32) Firefighters, not including the Chief of the Department, the Fire Prevention Specialist UFDS, the Fire Official UFDS, or Training Officer. Each tour of duty shall consist of a minimum of nine (9) members of the Department, comprised of Officers and Firefighters, as shall be designated by the Chief of the Department. A Firefighter will not be considered part of his/her complement of tour of duty until he/she has successfully obtained the New Jersey Firefighters I Certificate and successfully completed the New Jersey Department of Health EMS Classes.

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ARTICLE XIII - INJURY LEAVE

A. Whenever a permanent employee covered by this Agreement is incapacitated from duty because of a physical injury sustained while on duty, they shall receive their salary for a period not to exceed one (1) calendar year (12 consecutive months) from the date of the onset of the injury. Said salary payment shall include, and is not in addition to, any entitlement of the employee to a portion of his/her salary as benefits for temporary disability due under the Worker's Compensation Law. An employee's medical condition shall be reviewed as often as needed and determined by the City's insurance administrators to determine if they are eligible to be continued on injury leave.

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

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

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

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

as of the approved effective date of the employee's retirement due to disability as determined by the Division of Pension, if the retirement determination precedes the expiration of the one (1) year injury leave entitlement.

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

G. Any employee required by the City, or the City's insurance carrier/administrator, to be examined or treated by physician other than one of his/her choosing shall be compensated with compensatory time off for the time spent in the physician's office for such examination or treatment at the straight time rate of pay, provided they are not on injury leave with pay. In addition to said compensations, the employee shall also receive traveling expenses at the Federal Rate per mile, plus reimbursement for parking and tolls. In the event an employee is required to be examined by the City's authorized physician in order to determine whether the employee is capable of returning to work, the City's authorized physician must certify in writing to the City, and a copy to the employee's doctor, if requested, that the employee is capable of returning to work. If the employee's personal doctor and the City's doctor disagree as to whether the employee is capable of returning to work, the dispute shall be submitted to a third doctor selected as follows: The Association and the City shall each compile a list of three (3) doctors from which the Association and the City shall mutually select a single physician within three (3) days from the time that a dispute arises between the employee's and the City's doctor. The determination of the third doctor regarding the employee's ability to return to work shall be in writing and be final and binding. Until the final decision is received from the third impartial doctor, the employee will not be ordered to return to work.

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H. Any member out on injury leave during vacation leave shall immediately start their vacation when cleared from injury.

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ARTICLE XIV - SICK LEAVE

A. All permanent employees or full-time probationary employees covered by this Agreement shall be entitled to sick leave with pay. Sick leave may be utilized by said employees when they are unable to perform their work by reason of personal illness or non-work-related accident.

B. Every permanent employee covered by the Contract shall receive eight (8) working days per year for sick leave, and the same shall be cumulative from year to year and for any fraction of a year in the proportion of one and one-third days per month. Sick leave with pay shall accrue to all probationary employees on the basis of one (1) day a month for the first calendar year of employment after the initial appointment of said probationary employee.

C. If an employee is absent for reasons that entitle him to sick leave, his/her immediate supervisor shall be notified promptly as of the time of the employee's usual reporting time except in those work situations where notice must be made prior to the employee's start time. Failure to so notify the supervisor may be cause of denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

1. Absence without notice, as herein before provided for three (3) consecutive days, shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for two (2) or more consecutive shifts shall be required to submit acceptable medical evidence substantiating the illness and physician's certification that said employee is able to return to full duty.

a. An employee who has been absent on sick leave for a period totaling three (3) days in one calendar year, consisting of periods of less than two (2) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less, in which case only one (1) certificate shall be necessary for a period of six (6) months.

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

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

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

E. Incentive Time

1. Using each full calendar year that an employee is actively employed, an additional two (2) days of vacation leave will be granted in the following year's vacation only if the employee has perfect attendance during the earning year. One (1) day vacation will be added to the employee's regular vacation if he/she does not have perfect attendance during the calendar year aforesaid, provided, however, that the said employee has less than three (3) days off from his/her normal, usual, and regular attendance. The amount of time computed for days off shall be exclusive of bereavement time and/or specially granted award time and injury leave. The said extra vacation days are to be granted during the vacation period commencing January of the year following completion of any period of time herein referred to, and the earning period for said additional vacation day shall be computed by completed years of service as of December 31 as the same may be applicable to the Contract.

2. Employees in their first year of employment shall be entitled to the incentive vacation days provided in E, 1 above, but prorated according to the amount of time worked by the employee as follows:

EARNING PEROD	INCENTIVE TIME
Hired between January 1st and March 31st	2 days
Hired between April 1st and June 30th	1 ½ days

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Hired between July 1st and September 30th	1 day
Hired between October 1st and December 31st	½ day

F. In the event any firefighter dies prior to retirement, their estate shall receive payment of this accumulated sick time up to twenty-five percent (25%) of their accumulated days, not to exceed four-hundred and eighty (480) hours at the prevailing rate, not to exceed $15,000.

G. In the event any firefighter dies while on duty, their estate shall receive payment of their accumulated sick leave up to one-hundred (100) days at the prevailing rate.

H. Terminating or retiring employees will receive prorated days on the basis of one and one third (1⅓) days for each month earned.

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ARTICLE XV - INSURANCE

A. Any current firefighter, upon the date this is ratified, who retires under the Police-Firemen's Retirement Plan shall receive paid medical insurance after retirement, providing that said employee has twenty (20) years or more of service credit with PFRS. This provision shall not include any benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

B. The City shall provide medical insurance for all full-time employees, their spouse and dependent children. The same shall be those children that are determined to be dependent children as interpreted by the laws of the State of New Jersey or Federal Government. The City, however, shall have the option of providing equal to or better insurance by any other insurance carrier. The Union will be notified in writing at least thirty (30) days in advance of any impeding change of the insurance carrier. In addition to the foregoing insurance coverage, the City shall provide major medical insurance. All the aforementioned insurance shall be paid for by the City, subject to employee contributions here fore of Chapter 78 of the laws of the State of New Jersey. All employees shall pay the highest percentage under Chapter 78 for their salary.

C. Any employee who contracts Hepatitis B, Hepatitis C, or AIDS while in the performance of his/her duties shall be fully insured after retirement.

D. The City of Asbury Park shall continue its practice of providing individual health insurance to an employee who retires on a disability pension. This provision shall not include any hospitalization or other benefits for the retired employee's spouse or dependent children, in accordance with the provisions of Chapter 75, Public Laws of 1972 and Chapter 78.

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

ARTICLE XVI - LEAVE FOR UNION BUSINESS

The City agrees that an annual maximum of one-hundred and ninety-two (192) on duty hours, in the aggregate, to be designated by the Union, shall be granted leave to attend state and international conventions and conferences with pay provided, however, that the Union notifies the Chief in writing of its intentions to do so no later than thirty (30) days prior to the time leave is to be taken. The City also agrees to grant leave with pay for the State Delegate and/or the State Officer to attend monthly PFANJ meetings. It is further agreed that pertinent and applicable state statutes and laws shall supplement the within provisions and control the same.

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ARTICLE XVII - BEREAVEMENT LEAVE

Employees shall be granted forty-eight (48) consecutive working hours off for a death in the immediate family with pay. The immediate family shall consist of parent, spouse/domestic partner, child/step-child, sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.

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ARTICLE XVIII - CALL BACK FOR ALARMS

A. Employees who are called to duty because of an emergency shall be paid for the actual time worked, but not less than two (2) hours pay at the rate of one and one-half (1 ½) times the basic pay for said employee. It is understood and agreed by between the parties hereto that employees living within the City and within a five (5) mile radius of Fire Headquarters will be given priority for call-back for emergency duty. Employees living outside of a five (5) mile radius of Fire Headquarters will be called back for emergency duty after those employees living within the radius have been called. Mutual aid calls from other areas, municipalities, and fire departments may be made simultaneously with call backs for emergency duty.

B. If, in the reasonable discretion of the Chief of the Fire Department or of the officer in charge, an employee reports late to a "call back for alarm" or an emergency, he/she shall not receive the same consideration for overtime pay, and the amount said employee shall receive shall be at the reasonable discretion of the Chief of the Fire Department or other superior officer in charge.

C. Employees recalled for emergency duty shall not be required to stand by after the emergency situation has ceased to exist. The Chief or the Captain on duty shall be solely responsible for determining when an emergency ceases.

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ARTICLE XIX - GRIEVANCE PROCEDURE

A. In the event any employee or group of employees of the Union shall have a grievance or complaint, an earnest effort shall be made to settle the grievance or complaint promptly through the below procedure.

B. The term "grievance" as used herein means any controversy arising over the interpretation, application, or alleged violation of the terms and conditions of this Agreement and may be raised by an employee, his union representative, or the City.

C. Steps of the Grievance Procedure

STEP ONE

The Union Grievance Committee, upon receiving a written and signed petition from an employee, shall determine if a grievance exists. If in their opinion no grievance exists, no further action will be taken.

STEP TWO

In the event a grievance does exist, the Grievance Committee shall, with or without the physical presence of the aggrieved employee(s), present the grievance within ten (10) days of the occurrence to the Chief of the department for resolution. The Chief shall then conduct a meeting with the aggrieved and the Union President, or their designee, within seventy-two (72) hours of receipt of the grievance. The Chief will then render a decision no later than seventy-two (72) hours after conducting the meeting. Failure to reply to the said grievance shall constitute a denial of the same. The time within which said meeting and reply shall be made will exclude weekends and holidays.

STEP THREE

In the event no settlement is reached in step two, aforesaid within seventy-two (72) hours excluding weekends and holidays, the grievance shall be presented in writing to the City Manager. Within the next seventy-two (72) hours, excluding weekends and holidays, the City Manager will conduct a meeting with the aggrieved, their representatives, and such other parties that may be involved. The City Manager may render a decision verbally to be confirmed in writing within seventy-two (72) hours after said meeting, excluding weekends and holidays.

STEP FOUR

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

Within ten (10) days after the written decision referred to in step three (3) has been made, the Union or the City may request the New Jersey State Public Employment Relations Commission to appoint an arbitrator who shall have full power to resolve the dispute between the parties, and their decision shall be final and binding on all parties. The cost of the arbitration shall be borne by the City and the Union equally. The arbitrator shall have no right to vary or modify the terms of this Agreement and shall render their decision within thirty (30) days of the close of business.

D. City Grievances

Grievances initiated by the City shall be filed directly with the Union within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held, within ten (10) calendar days after the filing of the grievance, between a representative of the City Manager, the Chief of the Fire Department, and the Union, in an earnest effort to adjust the differences between the parties.

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ARTICLE XX - SAFETY AND HEALTH

A. The City and the Union shall cooperate fully in matters of safety and health. The City shall furnish and replace all personal protective equipment, as required, by NFPA standards.

1. The employee shall not be responsible for the loss, damage or theft of equipment, provided the employee is not negligent or careless relative to the equipment.

2. No member will ride on the outside step of any apparatus while enroute to an emergency call.

B. Establish a mandatory Incident Management System to be used by the fire department and to define and describe the essential elements of an Incident Management System according to NFPA 1710 standards.

1. The Incident Management System will be utilized to afford structure and coordination to the Emergency Incident Operations in order to provide for the safety and health of the fire department members and other people involved in those activities. These plans shall be reviewed by the Union before implementation.

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ARTICLE XXI - CLOTHING PAY

A. Each member shall receive a clothing/uniform allowance of one thousand five hundred dollars ($1,500.00) annually for the purchase and maintenance of necessary clothing and work-related items. This allowance shall be rolled into base salary effective 1/1/2022.

B. New employees shall receive this allowance on a prorated basis of one-twelfth (1/12) of the total pay per month.

C. Any uniform or clothing of the employee actually damaged or contaminated in the course of the employee's duties shall be repaired or replaced at the City's expense, up to the full value of the item so long as the damage or contamination is not due to the negligence of the employee. Watches damaged or contaminated in the course of the employee's duties shall be repaired or replaced up to one-hundred dollars ($100) per claim so long as the damage or contamination is not due to the negligence of the employee. Glasses damaged or contaminated in the course of the employee's duties shall be repaired or replaced up to two-hundred dollars ($200) per claim so long as the damage or contamination is not due to the negligence of the employee.

D. Terminating or retiring employees will receive clothing allowance on a prorated basis of one-twelfth (1/12) per month earned.

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ARTICLE XXII - SALARIES

A. All bargaining unit members shall receive salaries effective January 1 of each calendar year 2021 through 2025 as set forth in Schedule "A" attached hereto.

B. New hires shall remain at the Academy step until they obtain the New Jersey Firefighter 1 certification and satisfactorily completes EMS classes.

C. Attached for informational purposes only as Schedule "C" are the salary guides combined with the longevity entitlement pursuant to Article XXV.

D. Effective January 1, 2021, 1.0% exclusive of step increases.

Effective January 1, 2022 1.5% exclusive of step increases.

Effective January 1, 2023 1.75% exclusive of step increases.

Effective January 1, 2024 2.0% exclusive of step increases.

Effective January 1, 2025 2.25% exclusive of step increases.

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ARTICLE XXIII - PAID HOLIDAYS

The following holidays shall be "paid holidays". All holiday pay is folded into base pay with no separate payment for the holidays. All members shall be compensated for seventeen (17) holidays per year as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	
Independence Day	

ARTICLE XXIV - LONGEVITY AND EMT-D CERTIFICATION

A. Longevity pay shall be granted to active employees covered by this Agreement as set forth below.

Title	10th year	15th year	20th year	25th year
Firefighter/EMT	1,145	2,335	3,240	4,106
Fire Inspector	1,244	3,121	3,377	4,463
Fire Official	1,295	2,551	3,488	4,470
Captain	1,346	2,654	3,649	4,592
Battalion Chief	1,427	2,814	3,868	4,866

B. All members covered under this Agreement who possess an EMT-D certification shall be entitled to seven hundred and fifty dollars ($750) per year, which shall be added to base pay.

C. All employees hired after January 1, 2022 shall not be entitled to longevity.

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ARTICLE XXV - FIRE LABOR-MANAGEMENT COMMITTEE

A Fire Labor-Management Committee shall be established for the purpose of discussion, at mutually agreeable times, of matters of mutual concern excluding amendments to this Agreement. This said committee shall be limited to no more than three (3) labor and three (3) management members. Except by mutual waiver in writing, the committee shall meet no fewer than once every three (3) months on a date agreed upon by the City Manager and the President of the Union.

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ARTICLE XXVI - BILL OF RIGHTS

A. Members of this Firefighters unit shall enjoy and be entitled to the following rights and privileges:

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

a. The interrogation of a member of the Fire Department shall be a reasonable hour, within the light of all circumstances involved, preferably when the member of the Fire Department is on duty;

b. The member of the Fire Department shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Fire Department is being interrogated as a witness only, he/she should be so informed at the initial contact;

c. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary;

d. The interrogation of the member shall not be recorded unless the member agrees and is advised of charges;

e. The member of the Fire Department shall not be subject to any offensive language, nor shall they be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his/her actions;

f. If a member of the Fire Department is under arrest or likely to be, that is, if they are suspect or is the target of a criminal investigation, they shall be given his rights pursuant to the current decisions of the United States Supreme Court;

g. If a member, as a result of an investigation, is being charged with a violation of the rules and regulations or is about to be so charged, he shall be afforded an opportunity to consult with counsel or the Union representatives before any further interrogation.

2. An employee's home telephone number and address shall not be disclosed to any person who is not a member of the Asbury Park Fire Department, a superior officer, or the management and City Council members of the City of Asbury Park.

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ARTICLE XXVII - IMMUNIZATION INOCULATIONS

The City shall provide yearly flu inoculations to all members of this Union, to be administered at a mutually agreeable date, but no later than November 1st, as a precautionary measure against such illness as a result of contact while performing first aid detail.

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ARTICLE XXVIII - TOUR EXCHANGE

A. The Chief of the Department or the officer in charge may grant, at their discretion, the request of any two (2) members of the Fire Department, permission to exchange tours or off-days when the said change does not interfere with the operation of the Fire Department. The two (2) firefighters involved in a tour exchange shall request permission for a tour exchange in writing.

B. The employee member accepting the tour exchange will be as responsible as if they were working on their own regular tour of duty. The person requesting the change and the employee agreeing to accept the same shall sign a form to be designated by the Fire Chief agreeing to the same.

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ARTICLE XXIX - BULLETIN BOARD

A. The City shall provide adequate space in each Fire Department facility designated by the Fire Chief for an exclusive Association bulletin board. The Association may use the bulletin board to post notices of Association meetings, Association recreational and social affairs, Association elections, organizational appointments concerning the Association, and notices concerning the welfare of the employees, generally.

B. Postings shall not be inflammatory, discriminatory, disparaging, obscene, defamatory, or derogatory. Bulletin boards shall not be used to post any information or materials pertaining to political candidates (e.g., candidates for City elected office). All postings shall be signed by an Association officer and shall bear the official Association emblem.

ARTICLE XXX - PERSONNEL FILES

A. No materials or writing related to an employee's conduct, service, character or personality shall be placed in the said employee's personnel file unless it is signed by the person submitting the information and shown to such member before it is incorporated into their file. Any employee of this Union shall have the right, at reasonable times, to examine their file if so desired.

B. Employees may annex written rebuttals to all documents contained in their personnel files.

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ARTICLE XXXI - RETIREMENT RECOGNITION

The City agrees to provide up to $500 for the purpose of purchasing a retirement badge to any member who completes their service of employment in the Fire Department as an expression of appreciation and gratitude for the years of faithful service rendered to the community. Service of employment shall consist of twenty (20) years or more employed by the City of Asbury Park.

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ARTICLE XXXII - WORKING OUT OF JOB CLASSIFICATION

Any firefighter or captain who is required to accept the responsibility to carry out the duties of a superior rank shall be paid at the first step rate of the superior position while performing the duties of the same.

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ARTICLE XXXIV - TERMINAL LEAVE

Each permanent employee, after retirement and after having served the required number of years which make the said employee eligible for retirement pay, shall receive one-half (½) of his/her accumulated sick time to a maximum of sixty-seven and one-half (67 ½) days of the accumulation at full pay at the rate of pay in existence on the day of the employee's retirement.

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ARTICLE XXXIII - UNIFORM AND PERSONAL EQUIPMENT

There shall be a work uniform and dress uniform designated by the Chief of the Department. The work uniform shall be worn at all times in the prescribed manner while the employee is on duty. The employee shall not be required to wear the dress uniform when reporting for or being relieved from duty at Fire Headquarters.

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ARTICLE XXXIV - VACATION EXCHANGE

Employees may exchange portions of their vacation with other employees on the same tour of duty, subject to and conditioned upon the written approval of the Chief of the Fire Department.

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ARTICLE XXXV - ACTIONS AGAINST FIREFIGHTERS

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

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

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

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

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

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

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

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

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

ARTICLE XXXVI - SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court of other tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. In the event any portion of this Agreement shall be deemed invalid, the parties hereto agree to immediately meet to re-negotiate a provision to replace the invalid provision.

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ARTICLE XXXVIII - CITY PROPERTY FIRE DEPARTMENT JURISDICTION

A. All sanitary facilities in the Fire House, such as toilets, showers, wash basins, etc., will be kept in good working order, and supplies will be maintained.

B. The City agrees to provide the following furnishings and replace such furnishings when deemed essential by both the Union and City;

1. Lockers
2. Beds, mattresses, blankets and pillows
3. Chairs
4. Tables
5. Kitchen equipment (refrigerators, stoves)
6. Washer and Dryers equivalent to the current grade

C. All major maintenance of the Fire House will be maintained by professionals other than firefighters.

D. All quarters will have adequate heating, hot water and air conditioning.

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

ARTICLE XLI - TRAINING

A. The Chief may send employees for training and in so doing may place employees on a staff schedule. If an employee is to be sent for training, the Union will be notified via electronic notification, and the city will endeavor to give the employee thirty (30) days' notice, however, will give no less than twenty (20) days' notice. The hours to be used for such schedule change shall be ninety-six (96) hours per year.

First year employees and employees promoted for one (1) year after promotion may be sent for training on an as needed basis.

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of Firefighters, Local 384, AFL-CIO-CLC

ARTICLE XLIV - TERM AND RENEWAL

This agreement shall be for a period of five (5) years, commencing January 1, 2021 and shall remain in effect up to and including December 31, 2025. This Agreement will expire on January 1, 2026. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other party in writing no earlier than September 15th and no later than October 15th, immediately preceding said expiration date of the party's intention to change, alter, amend, or terminate this Agreement. It is agreed and understood that negotiations pursuant to the above notice shall begin no later than October 15th.

IN WITNESS WHEREOF, the parties hereto set their hands and seals at Asbury Park, Monmouth County, New Jersey, on this _____ day of _____, 2021.

CITY OF ASBURY PARK

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, CLC LOCAL 384

_____

DONNA VIEIRO, CITY MANAGER

_____

FRED BATES, PRESIDENT

WITNESS: _____

BASE SALARY INCREASE	1.00%	1.50%	1.75%	2.00%	2.25%
EFFECTIVE DATE	1/1/2021	1/1/2022	1/1/2023	1/1/2024	1/1/2025
ACADEMY STEP	$34,803	$36,825	$37,675	$38,429	$39,294
1ST YEAR	$45,697	$47,882	$48,988	$49,968	$51,092
2ND YEAR	$53,116	$55,413	$56,692	$57,826	$59,127
3RD YEAR	$60,534	$62,942	$64,395	$65,683	$67,161
4TH YEAR	$67,953	$70,472	$72,100	$73,542	$75,196
5TH YEAR	$75,373	$78,004	$79,805	$81,401	$83,232
6TH YEAR	$82,791	$85,533	$87,509	$89,259	$91,267
7TH YEAR	$90,214	$93,067	$95,217	$97,121	$99,306
8TH YEAR	$97,629	$100,593	$102,917	$104,975	$107,337
9TH YEAR	$105,046	$108,122	$110,619	$112,831	$115,370
10TH YEAR	$105,931	$110,927	$115,217	$119,019	$123,780
11TH YEAR	$106,815	$111,519	$118,008	$122,882	$132,663
FIRE INSPECTOR 3RD YEAR	$98,910	$103,378	$109,393	$113,911	$122,978
FIRE INSPECTOR 4TH YEAR	$105,655	$110,324	$116,744	$121,566	$131,242
FIRE INSPECTOR 5TH YEAR	$107,725	$112,457	$119,001	$123,915	$133,779
FIRE INSPECTOR 10TH-25TH+ YEARS	$114,126	$119,050	$125,977	$131,180	$141,622
FIRE OFFICIAL	$123,702	$128,914	$136,415	$142,049	$153,356
CAPTAIN	$123,702	$128,914	$136,415	$142,049	$153,356
BATTALION CHIEF	$137,805	$143,439	$151,785	$158,054	$170,635

Attachment: IAFF Proposed Contract FINAL 8-2022 (2022-456 : Ratifying the International Association of

Minutes
Meeting of the Municipal Council
Thursday, November 10, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-441 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

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	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	
Anthony Cucci	Deputy City Clerk	Absent	

City Clerk Lisa Esposito called the meeting to order at 6:00 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

ITEMS TO BE PRESENTED:

1. Presentation by Asbury Partners for accessory tent and shed to be added to the Asbury Hotel at 210 Fifth Avenue (Block 4104, Lot 13)

Jennifer Porter of Asbury Partners presented a proposed project for an accessory tent and shed to be added to the Asbury Hotel.

2. Presentation by Inspire by Somerset of development project at 1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue (Block 4105, Lots 1, 3 and 4)

Michael Bruno Esq. from the law firm Giordano, Halleran & Ciesla representing Inspire by Somerset, presented a development project located at 1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue.

Matters from City Council

Council member Chapman stated, on November 11th for Veterans Day we will be honoring our Veterans here at City Hall Council Chambers because it is going to rain.

Council member Clayton had no matters at this time.

Council member Kendle had no matters at this time.

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 had no matters at this time.

Matters from City Attorney

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

PUBLIC PARTICIPATION

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

MINUTES

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

1. Municipal Council- Executive Meeting October 26, 2022 4:00 PM

2. Municipal Council - Regular Meeting - Oct 26, 2022 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2022-442 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opiod Settlement

2022-443 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Justice Assistance Grant

2022-444 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ Grant Local Business Community UEZ Director

2022-445 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ Grant Public Safety Offset for Business Community

2022-446 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 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ Grant Facade & Walkway Improvements

2022-447 Resolution Authorizing Acceptance of Funding from the State of New Jersey, Department of Human Services, Division of Mental Health Services for the Year 2023 Mental Health Grant

INDIVIDUAL RESOLUTIONS

2022-448 Resolution Approving Payment of Bills

P.O. # 22-02861 was removed from the bill list.

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

2022-449 Resolution Awarding a Contract to J.C. Contracting for Trenching and Running Conduit Needed for the New Digital Sign

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

2022-450 Resolution Authorizing Door Repairs Needed at the Department of Public Works

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

2022-451 Resolution Authorizing Emergency Generator Repairs Needed at the Waste Water Treatment Plant

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

2022-452 Resolution Authorizing Emergency Generator Rental Needed at the Waste Water Treatment Plant

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

2022-453 Resolution Authorizing the Repairs to the 2017 Ford Explorer Utility Police Interceptor Vehicle

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

2022-454 Resolution Authorizing An Accelerated Electronic Tax Sale Administered By realauction.com LLC

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

2022-455 Resolution Ratifying the Superior Officers Association, Local No. 6 of the Patrolmen's Benevolent Association of the State of New Jersey Union Contract

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

2022-456 Resolution Ratifying the International Association of Firefighters (IAFF), Local 384, AFL-CIO-CLC Union Contract

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

APPOINTMENT TO THE LIBARY BOARD OF TRUSTEES

Mayor Moor announced a new appointment to the Library Board: Jacalyn Sharpe with a term to expire 12/31/2027.

ADJOURNMENT

The meeting was adjourned at 6:50 PM

A motion to close the meeting was made by Council member Chapman and seconded Deputy Mayor Quinn. Meeting adjourned at 6:50 PM.

Respectfully submitted by:

_____

Lisa Esposito, City Clerk