



Agenda
Meeting of the Municipal Council
Wednesday, November 13, 2024
REGULAR MEETING 6:00 PM

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

2024-468 Resolution Authorizing a meeting which excludes the public

A. Personnel

1. City Manager Review

B. Contract Negotiations

1. 614 Cookman Avenue Redevelopment Agreement
2. New Cingular Wireless Agreement - Antennas at Waste Water Treatment Plant

C. Litigation

1. Steinbach Liquor License, LLC vs. City of Asbury Park

D. Potential Litigation

1. Ferguson, et al. vs. City of Asbury Park

E. 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 22, 2024, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

1. Proclamation

1. Recognizing November 13, 2024 as "Jaiden Day"

Items to be Presented:

Matters from City Council

Matters from City Manager

Matters from City Attorney

2. 2024 Best Practices
3. Presentation of proposed redevelopment by 209-213 Fourth Avenue, LLC for 201 Kingsley Street Block 4003, Lot 7

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting October 23, 2024 4:00 PM
- Municipal Council - Regular Meeting - Oct 23, 2024 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.

2024-469 Resolution Approving Special Event Applications

2024-470 Resolution Authorizing the Mayor & City Council to Execute a Subordination of Mortgage for David Beatty for Property Located at 700 Second Avenue, Asbury Park, New Jersey

2024-471 Resolution Authorizing the Mayor & City Council to Execute a Discharge of Mortgage for John & Linda Nguyen for Property Located at 1202 Sunset Avenue, Asbury Park, New Jersey

2024-472 Resolution Amending Resolution 2024-300 Approving 2024-2025 Alcoholic Beverage Control License For TBD, Inc.-D/B/A/ TAKA Restaurant In The City Of Asbury Park, County Of Monmouth, New Jersey, In Certain Limited Respects

2024-473 Resolution Accepting Mental Health Grant From New Jersey, Department of Human Services, Division of Mental Health Services

D. Individual Resolutions

- 2024-474 Resolution Approving Payment of Bills
- 2024-475 Resolution Authorizing the Purchase of Personal Protection Turnout Gear for the Fire Department
- 2024-476 Resolution Authorizing the Purchase of a Rescue Strut Kit for the Fire Department
- 2024-477 Resolution Authorizing Purchase of Lumber and Hardware for Beach Lockers
- 2024-478 Resolution Authorizing the Purchase of a New Fire Department Pumper Apparatus
- 2024-479 Resolution Authorizing Monmouth-Ocean Educational Services Commission (MOESC) Cooperative Purchasing Membership
- 2024-480 Resolution Authorizing Various Repairs Needed to the Fire Department Reserve Ladder Apparatus
- 2024-481 Resolution Authorizing the Annual Renewal of First Due Software for the Fire Department
- 2024-482 Resolution Approving Change Order 12 for Memorial Drive Improvements Project
- 2024-483 Resolution Approving Change Order #3 for the 2022 Roadway Improvement Program
- 2024-484 Resolution Amending the Amount Due for the 4th Avenue and Heck Street Playground
- 2024-485 Resolution Awarding a Contract for Software and Management Concerning the Scheduling, Fee Structure, Payment Processing and Record Keeping of On-Duty and Off-Duty Police Detail Administration
- 2024-486 Resolution Authorizing An Agreement With Visiting Nurse Association of Central Jersey For Public Health Nursing Services
- 2024-487 Resolution Authorizing Bonds Aggregating The Principal Sum Not To Exceed \$2,271,000 Authorized By Two Bond Ordinances Heretofore Adopted To Finance Part Of The Cost Of Various General Improvements In The City Of Asbury Park, County Of Monmouth, New Jersey Into One Consolidated Issue Of Bonds And Providing For The Form, Maturities, Sale And Other Details Of Said Consolidated Issue
- 2024-488 Resolution of Approval of a Grant Extension from The New Jersey Department of Transportation for the Re-Construction of First Avenue
- 2024-489 Resolution Accepting Award Of A Safe Streets And Roads For All Grant From The United States Department Of Transportation And Authorizing Signatories
- 2024-491 Resolution Authorizing The Execution Of A Memorandum Of Understanding Concerning Regional Contribution Agreement Program Claims

E. Adjournment

**RESOLUTION NO. 2024-468****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 13, 2024 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. Personnel:

1. City Manager Review

B. Contract Negotiations:

1. 614 Cookman Avenue Redevelopment Agreement
2. New Cingular Wireless Agreement - Antennas at Waste Water Treatment Plant

C. Litigation:

1. Steinbach Liquor License, LLC vs. City of Asbury Park

D. Potential Litigation:

1. Ferguson, et al. vs. City of Asbury Park

E. Attorney-Client Privilege:

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

LISA ESPOSITO
CITY CLERK

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

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
ANGELA AHBEZ-ANDERSON, COUNCILMEMBER
EILEEN CHAPMAN, COUNCILMEMBER
YVONNE CLAYTON, COUNCILMEMBER

LILLIAN L. NAZZARO, ESQ., CITY MANAGER
JOHN B. HAYES, DEPUTY CITY MANAGER
LISA ESPOSITO, 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
Kevin Kennedy, Redevelopment Counsel for developer

Date: October 28, 2024

Re: TRC REVIEW
209-213 Fourth Avenue, LLC
201 Kingsley Street
Block 4003, Lot 7

The TRC met on June 10, 2024 to review proposed redevelopment for Block 4003, Lot 7, 201 Kingsley Street. Present members of the TRC were Michael Nelson, Architect from CCH, Michael Sullivan, Planner from CCH, Sam Avakian, Board Engineer from Avakian Engineering, Barbara Krzak, Planning Board Chairperson, Yvonne Clayton Councilwoman, Michael Sheehan of the DEP and Michele Alonso, City Staff, Director of Planning and Redevelopment. Since the TRC meeting CAFRA has asked for design changes regarding elevation and flood proofing the building.

The project is for a three-story restaurant bar with a separate wine shop on the ground floor. The site is currently a vacant grass lot. The lot is 6,000 square feet and undersized. 78% of the lot will be the building. The facility will primarily front on Kingsley Street. The remainder of the property will be service areas and a small landscaped area in the rear. There is no parking to be provided.

The building style proposed is modern. The building design breaks the building into two with a change in design midway through the building. The southern Kingsley façade has large openings for diners with large heavy columns and retractable large windows. There is a third-floor dining terrace with cable railings and open trellis or a pergola over this half of the building. The northern Kingsley façade has a more classical look with no balconies and a cornice. The windows are large and fixed. The wine shop will occupy the northern part of the ground floor. Restaurant and bar are the remainder of the building.

Fiber cement panel is the primary façade material. There are louvers at the bottom of the building as a flood mitigation measure required by CAFRA. Since the TRC the architect has chosen to carry the louver design throughout part of the façade and is proposing louvers on the upper stories as a design element.

The façade fronting Second Avenue matches the southern Kingsley façade. The façade facing Third Avenue carries the design around the corner. The rest of the facade is more utilitarian and has a service entrance. The Western façade faces the parking lot of a residential building, but will be visible. It is fiber cement panel with small windows scattered throughout the façade. Space for a mural was added to the west side of the building for a small portion of the wall.

The applicant is working with CAFRA on their stormwater plan and permitting and has made modifications to the building based on their comments. The building has been raised and flood louvers are at the ground floor. Landscaping will be compliant with the Waterfront Redevelopment Plan and contain some native species.

Design Waivers requested

The building proposed is modern, but complies with the design standards overall, but has deviations from specific architectural elements.

Facade Signs shall be designed integrally with the storefronts, no larger than 3 feet in height by any length, and shall not be translucent. Back lit double story signs are proposed for two frontages.

(1) Building Elements - Attachments – Material- Balconies and Railings shall

be made of wood or metal. cable rails are used

(3) Building Parts - 3. 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 Western façade does not meet this requirement.

(4) Building Parts - 4. The solid-to-void ratio of the frontage includes fenestration (windows), porches, arcades, loggias and balconies. The minimum requirement for fenestration on façades shall be 20 percent. The Western façade does not meet this requirement.

(5) Building Parts – 10 - All windows, except storefronts, shall be operable as hung or casement. Sliding and awning windows shall not be permitted...A majority of the windows shall be rectangular with a height-to width ratio between 1:1.6 and 1:3. There are fixed windows on the façade.

(6) Building Parts – 12 Under no circumstances shall the windows be installed flush with the outer surface of the façade. Installation should be flush with the interior wall. Windows are designed to be flush with the outer surface of the façade.

(7) Building Parts – 13 Window sills should be provided, and lintels may be shown. The window sill should slightly overlap the width of the window opening but not project more than 2 inches. Window sills are not provided.

(9) Building Frontages - 10. Adequate parapets shall mask any negative impact from street level, as well as horizontally from adjacent building. Applicant shall verify if the parapets are tall enough to screen the mechanicals and venting.

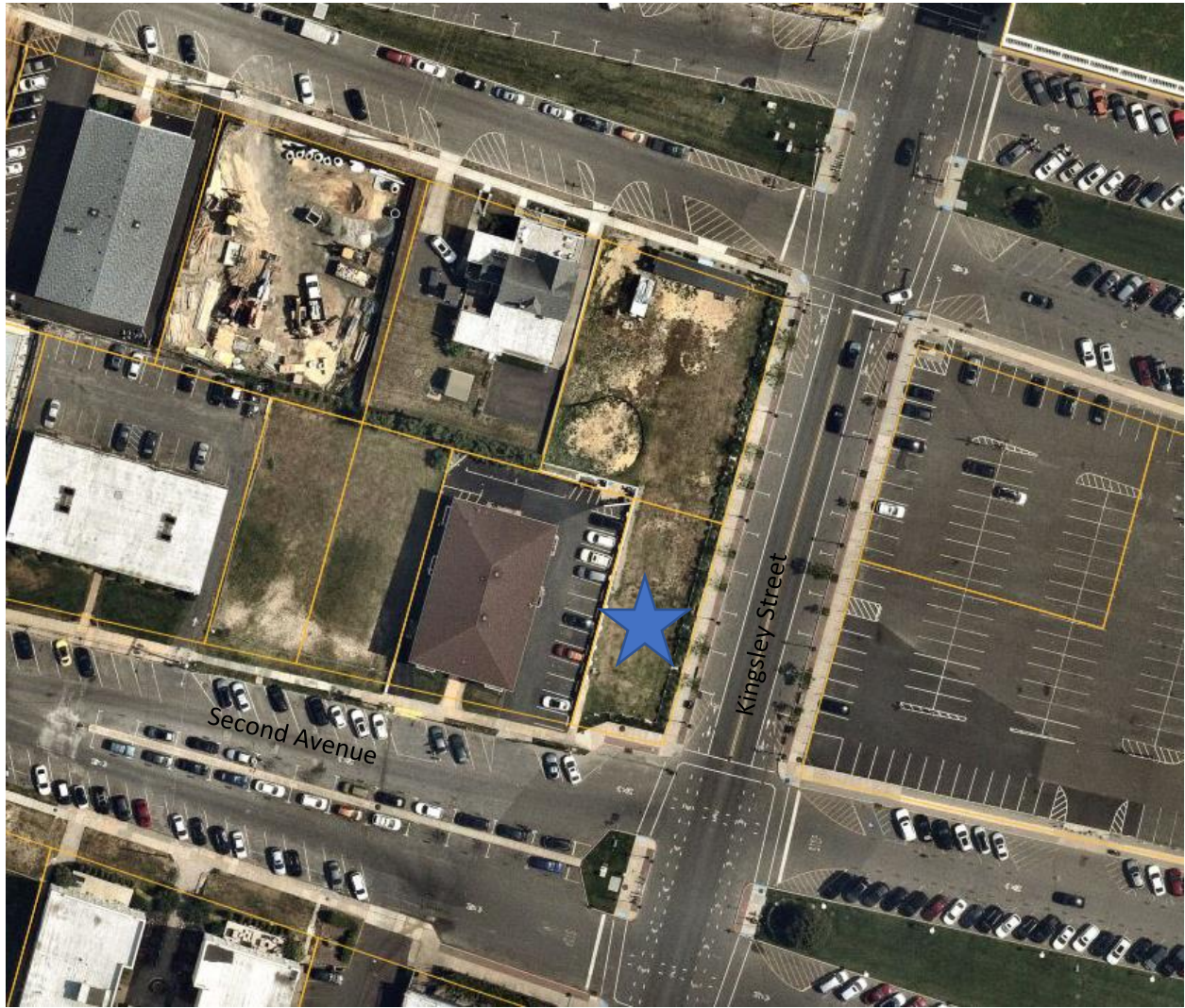
Variance relief requested

Minimum lot size in the waterfront redevelopment plan area is 15,000 square feet. The lot is 6,000 square feet. The developer does own the adjacent parcel, but has not included it in this proposal. There is no parking requirement and no parking is required.

Recommendations:

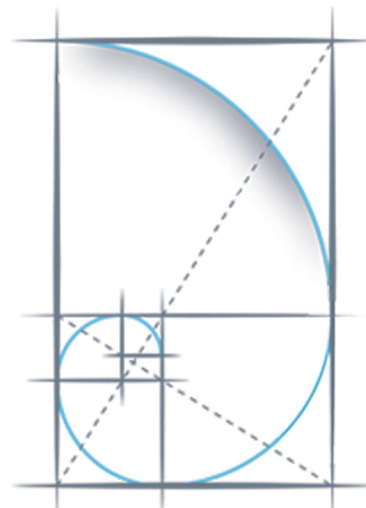
The TRC had recommended that the developer not have any encroachments in the Right of Way and the developer has removed them. In lieu of a large blade sign over the Right of Way, the Developer has proposed two two-story back lit sign on the side of the building- on facing Kinglsey Street and one facing Second Avenue. This sign does require design waivers. However, they do not face residential development. It is recommended that their lighting output remains low.

Location Map -201 Second Avenue





EAST ELEVATION
SCALE: 1/4" = 1'-0"



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KINGSLEY AVENUE RESTAURANT | ASBURY PARK, NJ

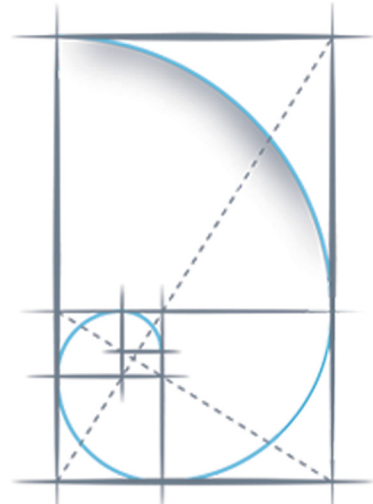
28 OCTOBER 2024



NORTH ELEVATION
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



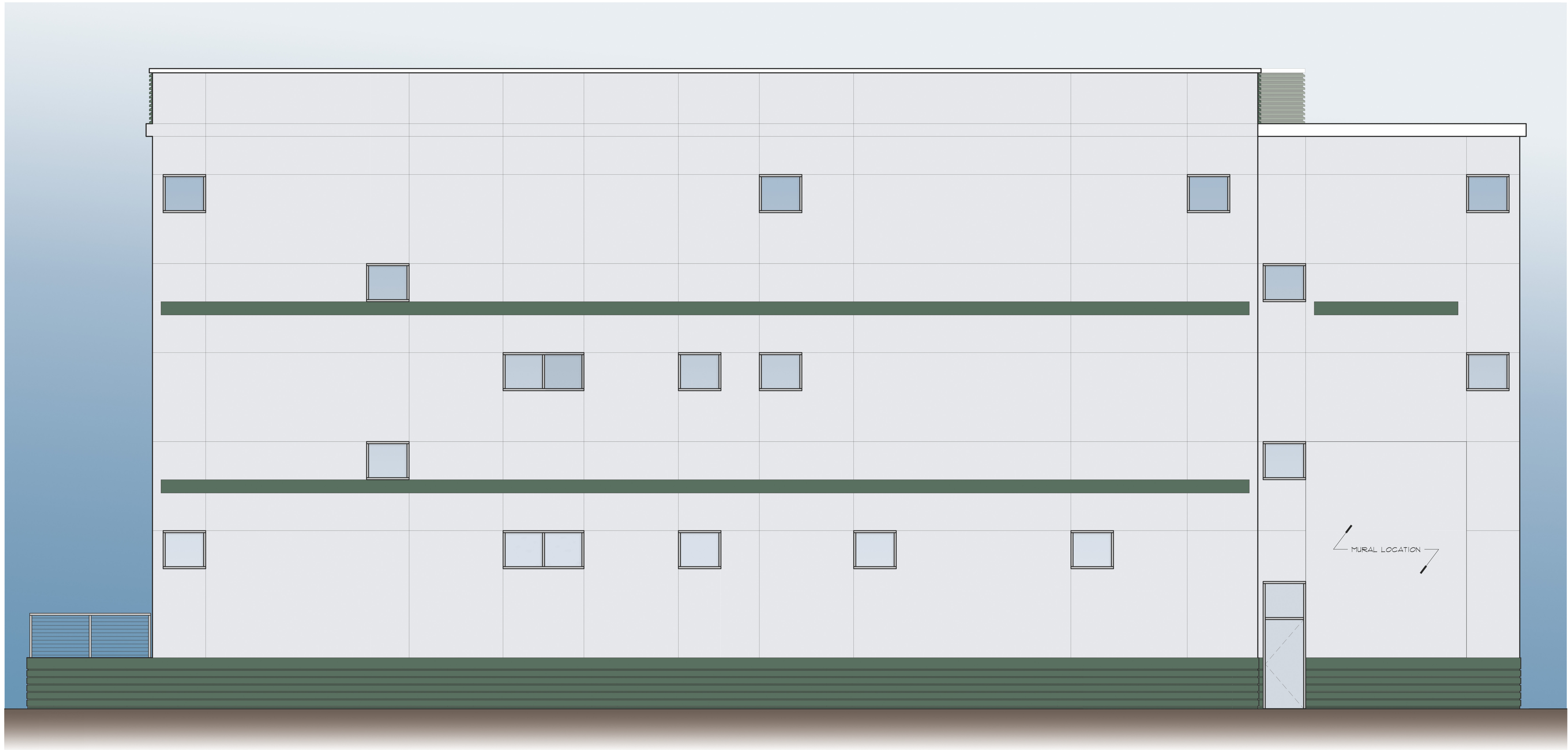
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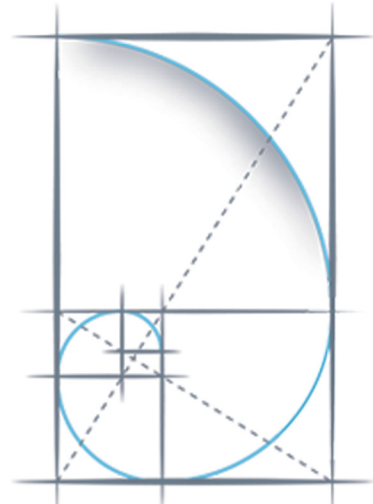
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WEST ELEVATION
SCALE: 1/4" = 1'-0"



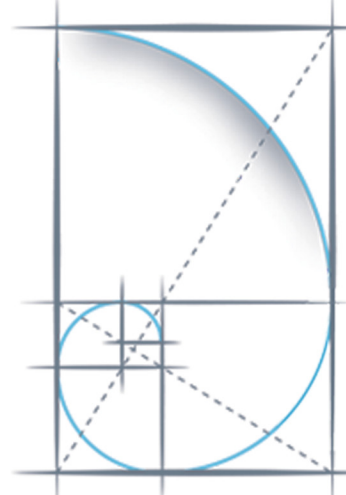
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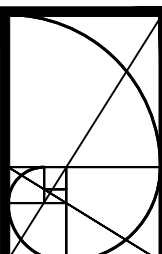
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28 OCTOBER 2024

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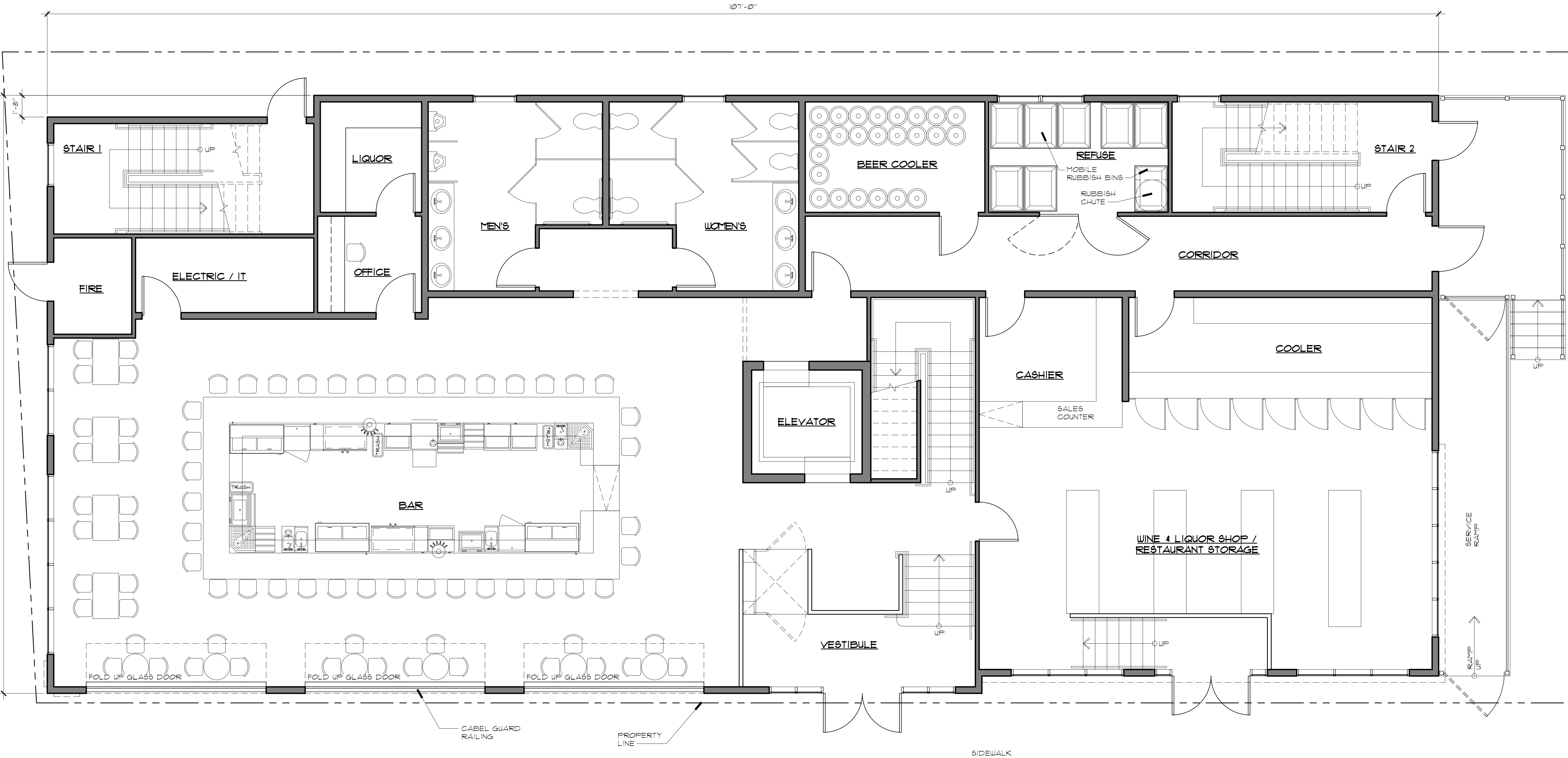
NEW RESTAURANT AND BAR
AT KINGSLEY STREET

FOR
FASANO PROPERTIES
SECOND AVENUE
ASBURY PARK, N.J.

GREGG S. SONNENFELD, AIA
NJ A110817


ANDREW F. TROCCHIA JR., AIA
NJ A110887

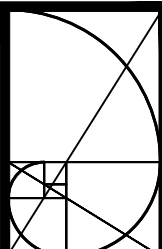
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1	7/26/24	TRC COMMENTS
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REVISIONS		
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COMM. NO.: 13402207		
DATE: 7/10/2024		
SCALE: AS NOTED		
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CHECKED BY: AFT		
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SP-1.0		



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

BUILDING AREA		
GROUND FLOOR	4,841 S.F.	
SECOND FLOOR	4,841 S.F.	
THIRD FLOOR	2,917 S.F.	
ROOF DECK	1,864 S.F.	

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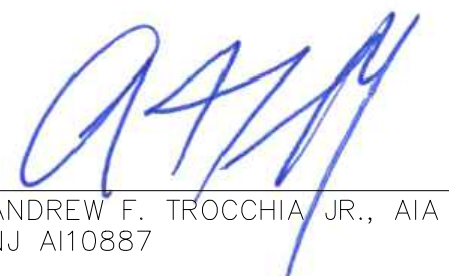
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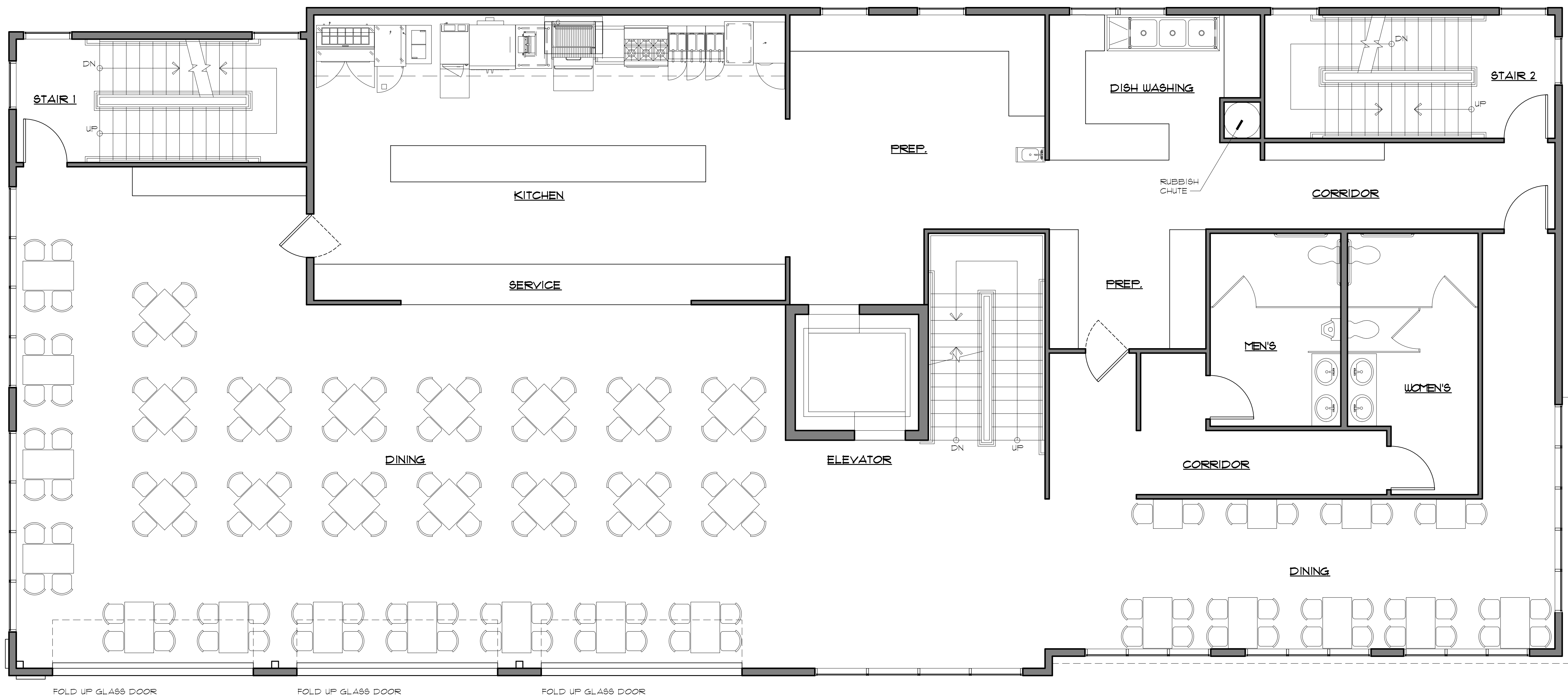
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2	10/28/24	DEP COMMENTS
1	7/26/24	TRC SUBMISSION
NO. DATE DESCRIPTION		
REVISIONS		
TITLE: PROPOSED SECOND FLOOR PLAN		
COMM. NO.: 13402207		
DATE: 7/10/2024		
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CHECKED BY: AFT		
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SP-1.1



1 PROPOSED SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"

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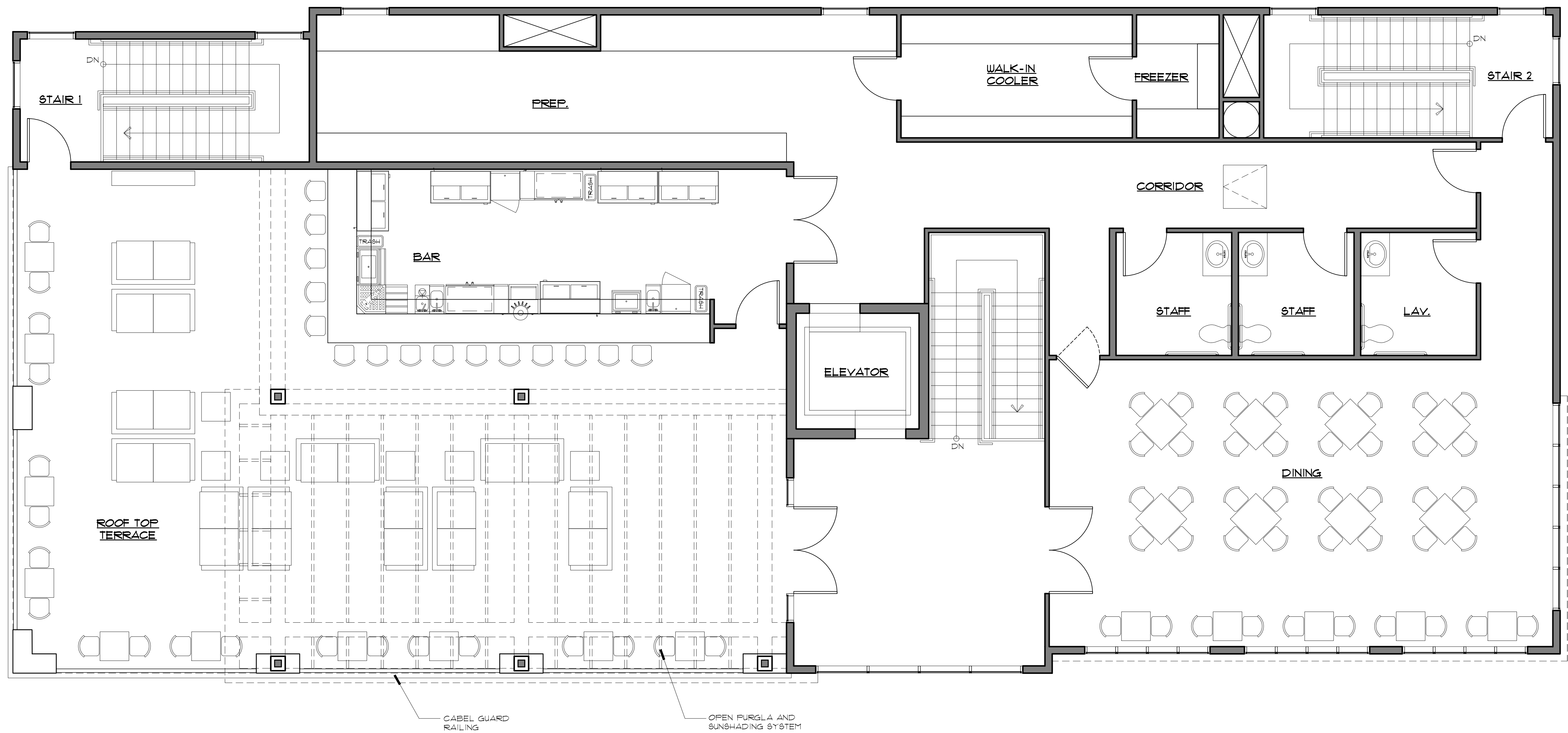
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2	10/28/24	DEP COMMENTS
1	7/26/24	TRC COMMENTS
REVISIONS		
TITLE: PROPOSED THIRD FLOOR PLAN		
COMM. NO.: 13402207		
DATE: 7/10/2024		
SCALE: AS NOTED		
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CHECKED BY: AFT		
SHEET: SP-1.2		



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

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2	10/28/24	DEP COMMENTS
1	7/26/24	TRC COMMENTS

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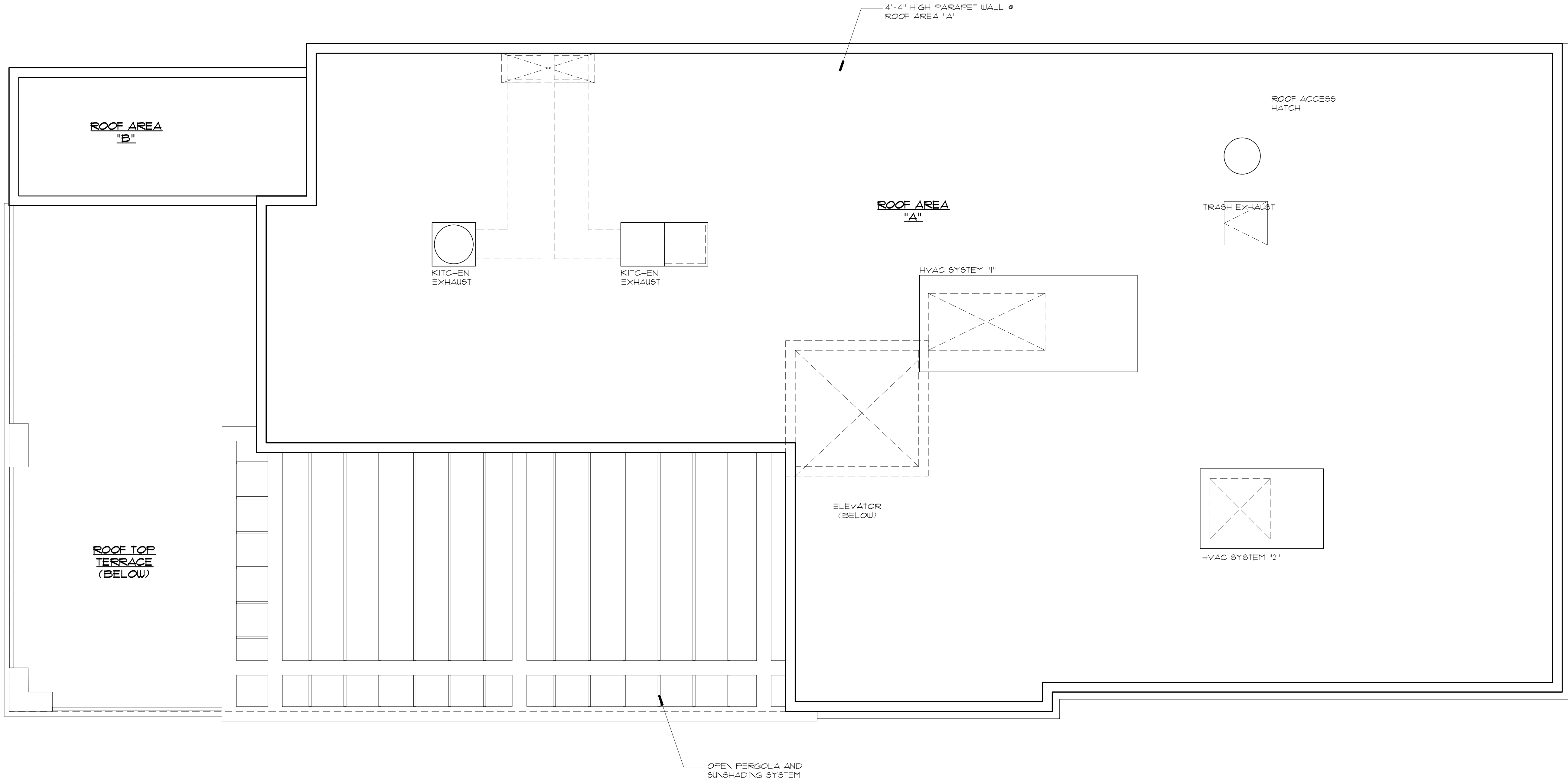
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TITLE:
**PROPOSED
ROOF PLAN**

COMM. NO.:	13402207
DATE:	7/10/2024
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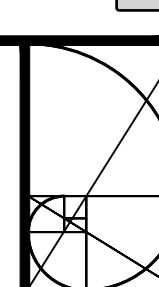
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Attachment: Combined for website 10.28.24 (2024-102 : Presentation of 209-213 Fourth Avenue, LLC for 201 Kingsley Street)



1 **PROPOSED ROOF PLAN**
SCALE: 1/4" = 1'-0"

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2	10/28/24	DEP COMMENTS
1	7/26/24	TRC COMMENTS

NO.	DATE	DESCRIPTION
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TITLE:
**PROPOSED
EAST ELEVATION**

COMM. NO.: 13402207

DATE: 7/10/2024

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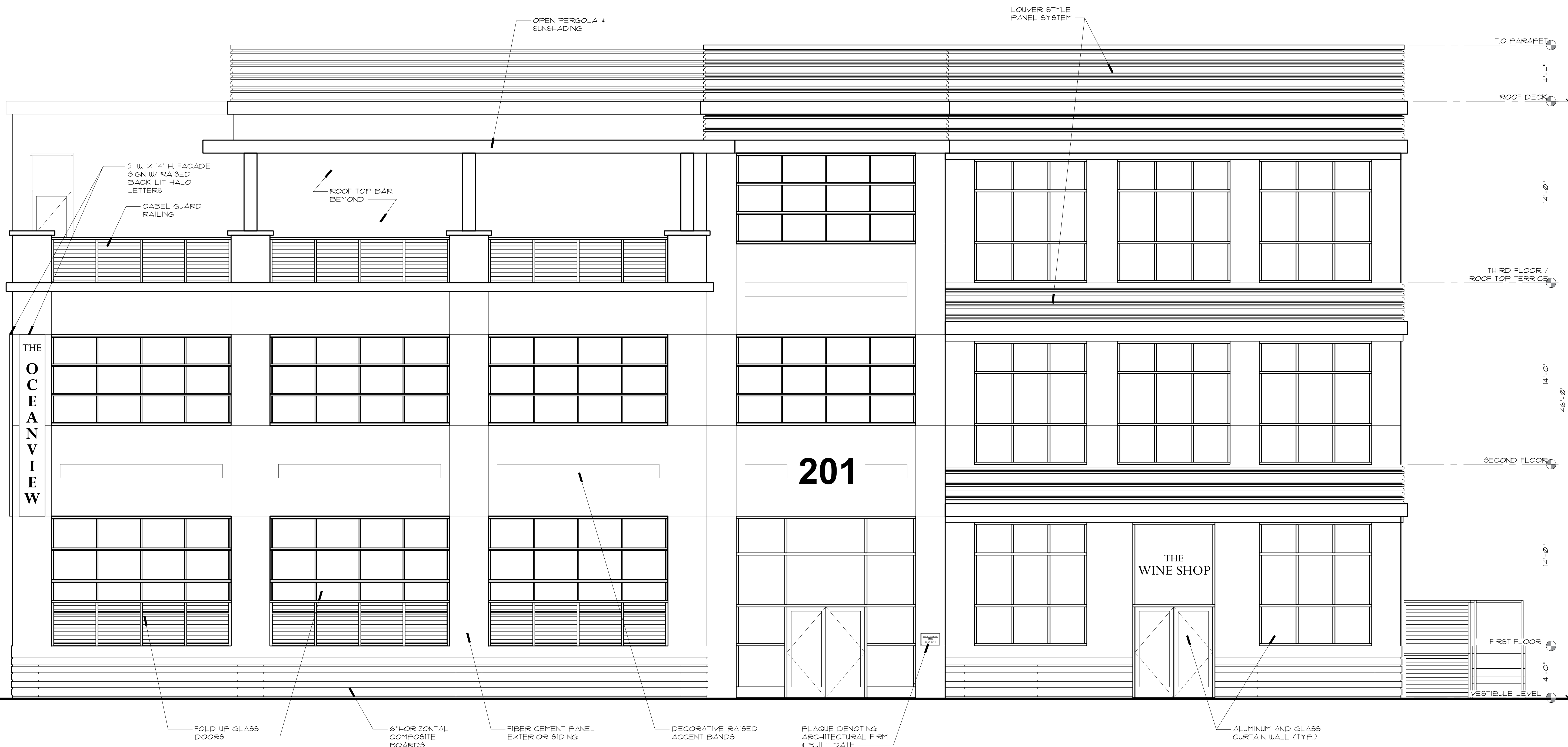
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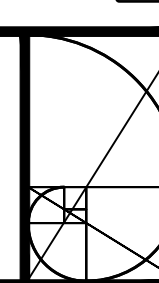
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Attachment: Combined for website 10.28.24 (2024-102 : Presentation of 209-213 Fourth Avenue, LLC for 201 Kingsley Street)



1 PROPOSED EAST ELEVATION
SCALE: 1/4" = 1'-0"

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2 10/28/24 DEP COMMENTS

1 7/26/24 TRC COMMENTS

NO. DATE DESCRIPTION

REVISIONS

TITLE:
**PROPOSED
NORTH AND SOUTH
ELEVATIONS**

COMM. NO.: 13402207

DATE: 7/10/2024

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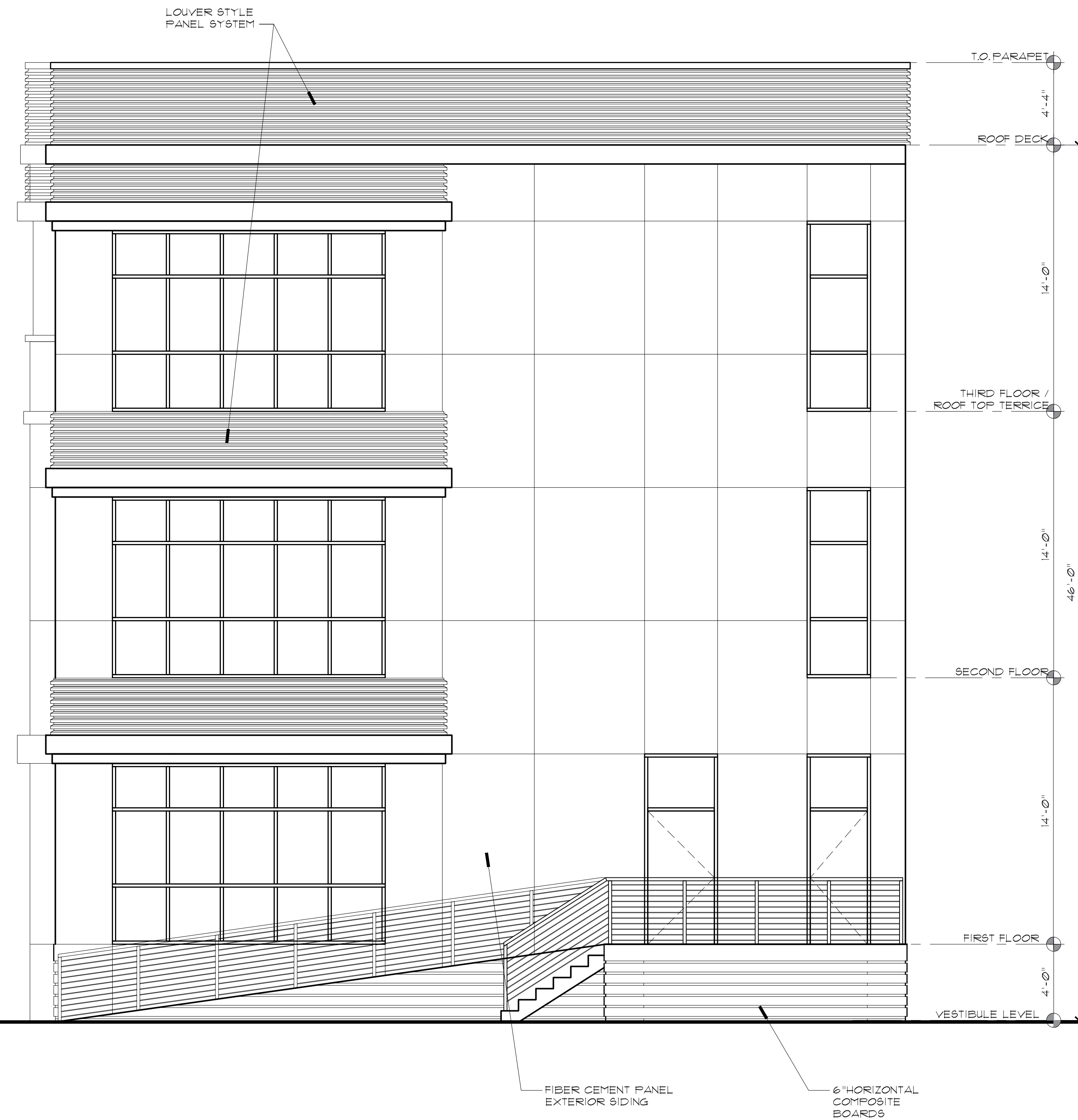
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Attachment: Combined for website 10.28.24 (2024-102: Presentation of 209-213 Fourth Avenue, LLC for 201 Kingsley Street)



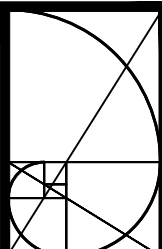
1 PROPOSED NORTH ELEVATION
SCALE: 1/4" = 1'-0"

2' W. X 14' H. FACADE
SIGN W/ RAISED
BACK LIT HALO
LETTERS



2 PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

Architecture
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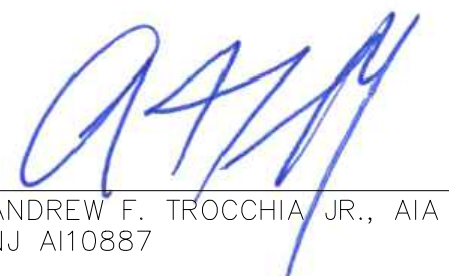
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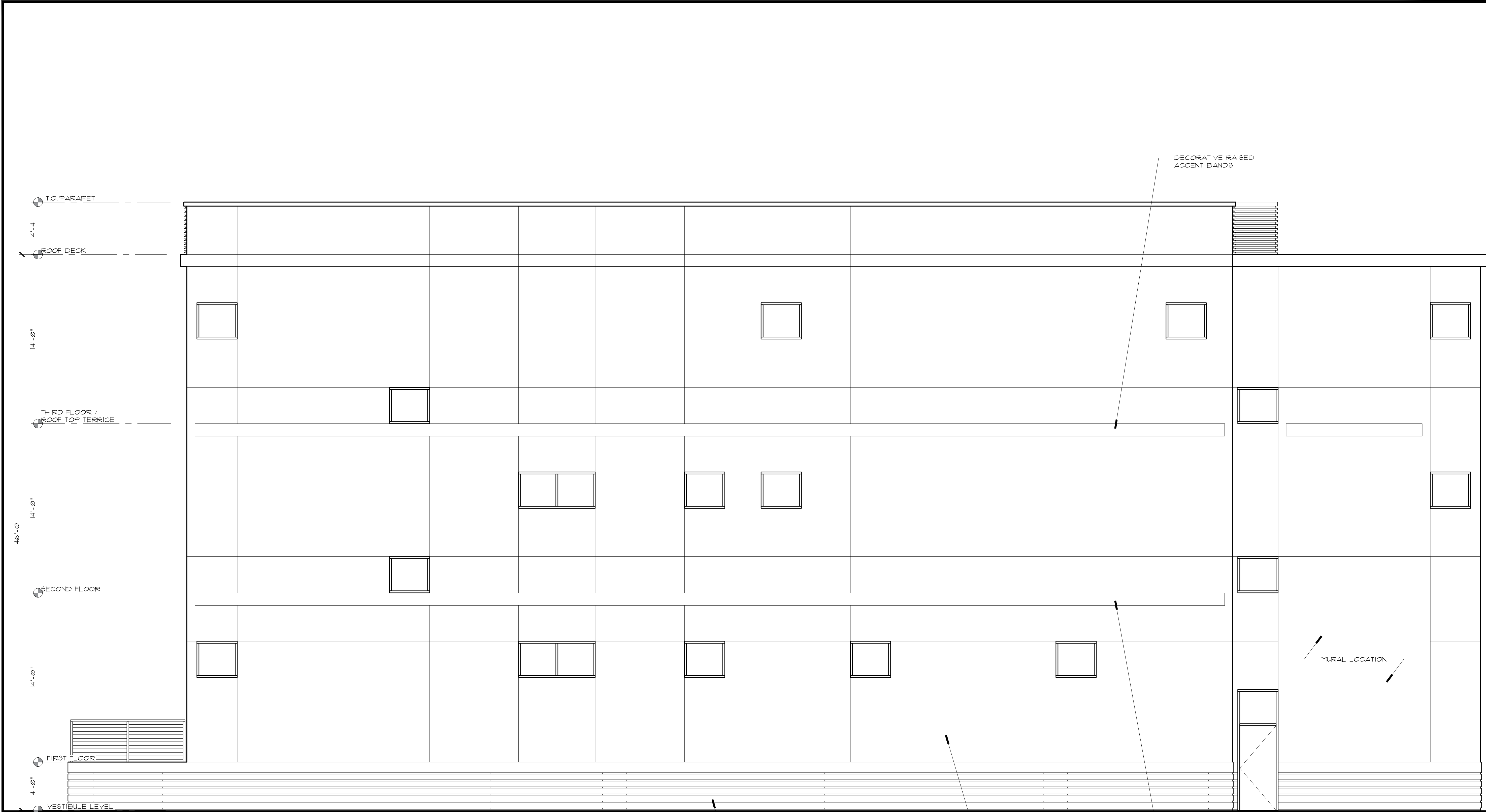
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2	10/28/24	DEP COMMENTS
1	7/26/24	TRC COMMENTS
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REVISIONS		
TITLE: PROPOSED WEST ELEVATION		
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1 PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"

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2	10/28/24	DEP COMMENTS
1	7/26/24	TRC COMMENTS

NO.	DATE	DESCRIPTION
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REVISIONS

TITLE:
**PROPOSED
SCHEMATIC BUILDING
SECTION**

COMM. NO.: 13402207

DATE: 7/10/2024

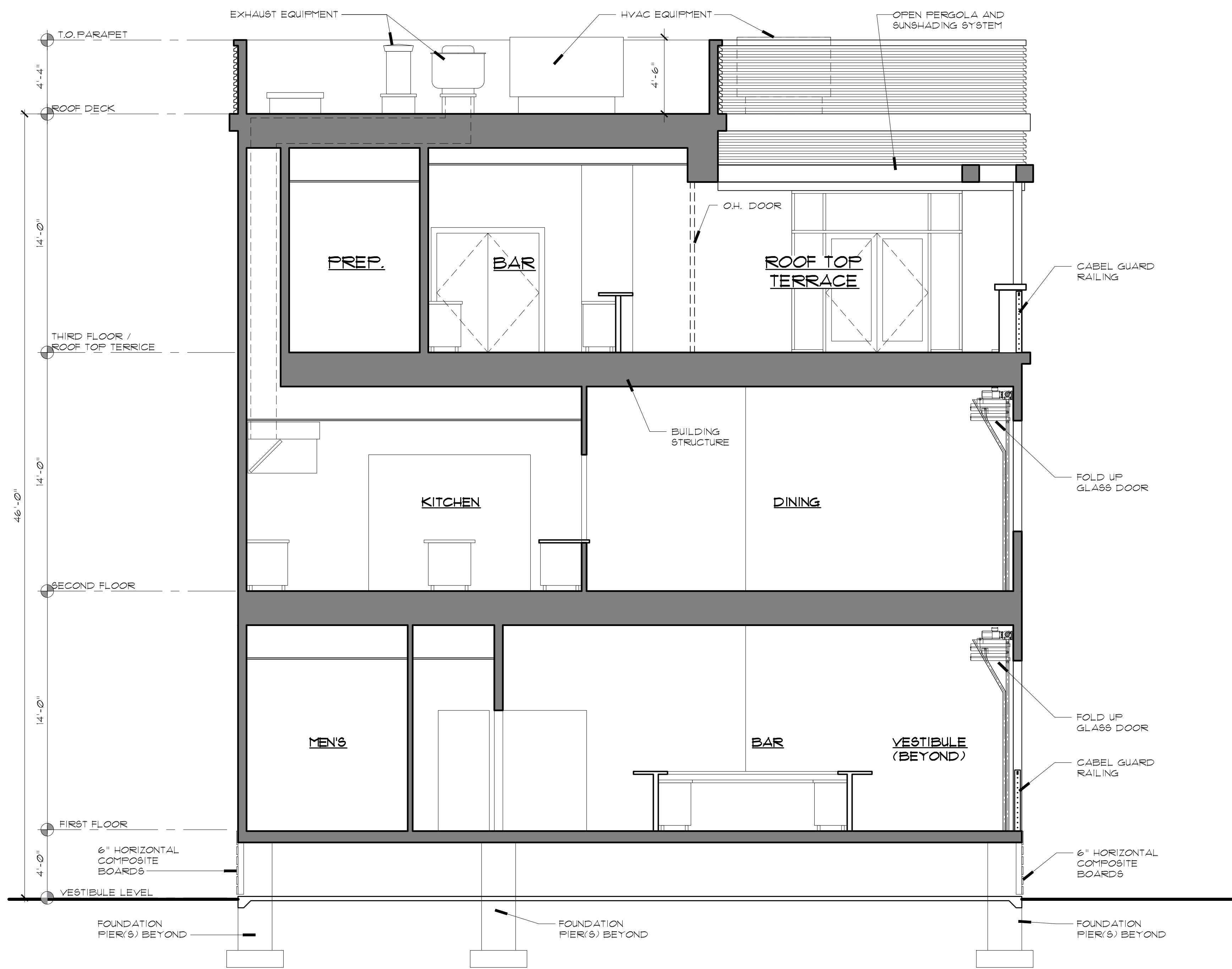
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SP-3.0



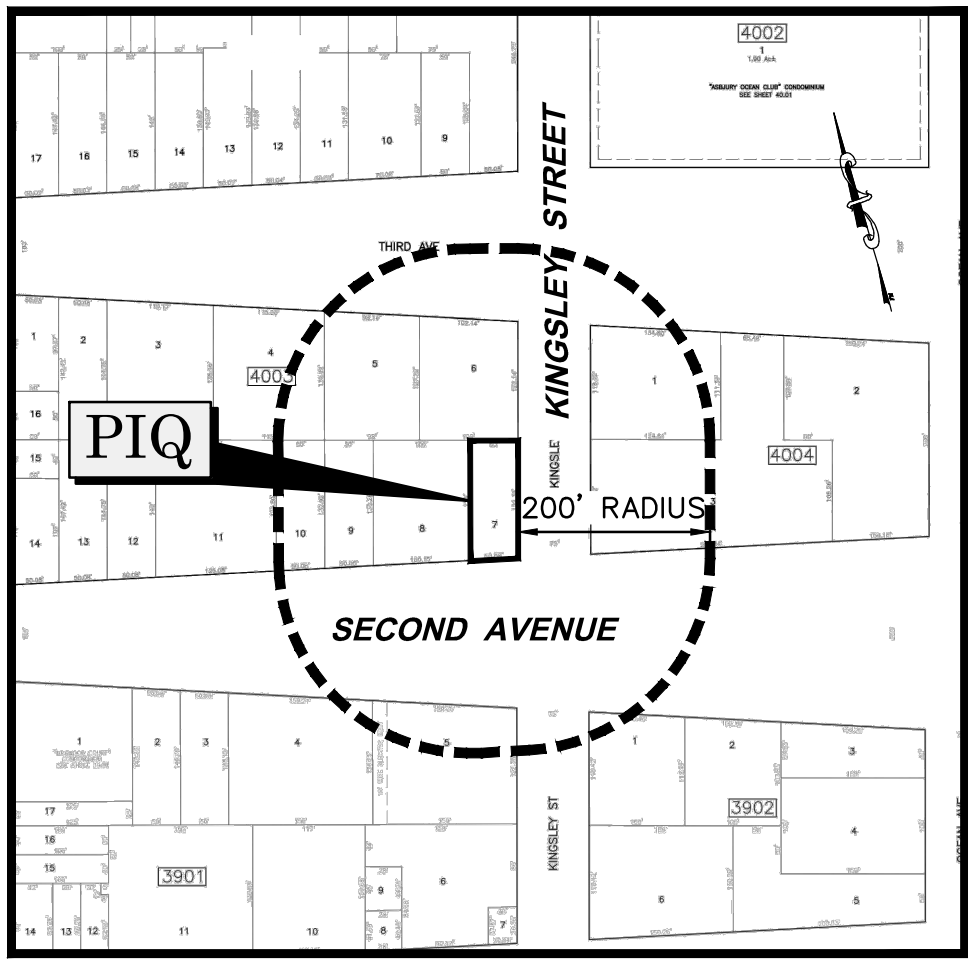
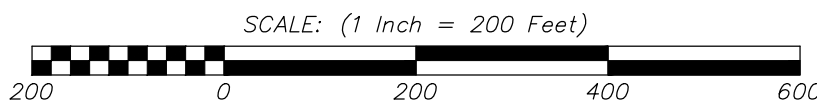
A SCHEMATIC BUILDING SECTION
SCALE: 1/4" = 1'-0"

PRELIMINARY & FINAL
MINOR SITE PLAN
OF
LOT 7, BLOCK 4003 - TAX MAP SHEET #40
CITY OF ASBURY PARK
MONMOUTH COUNTY, NJ



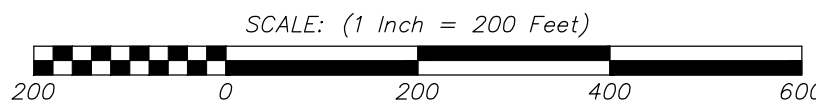
KEY MAP

SCALE: 1"=200'±

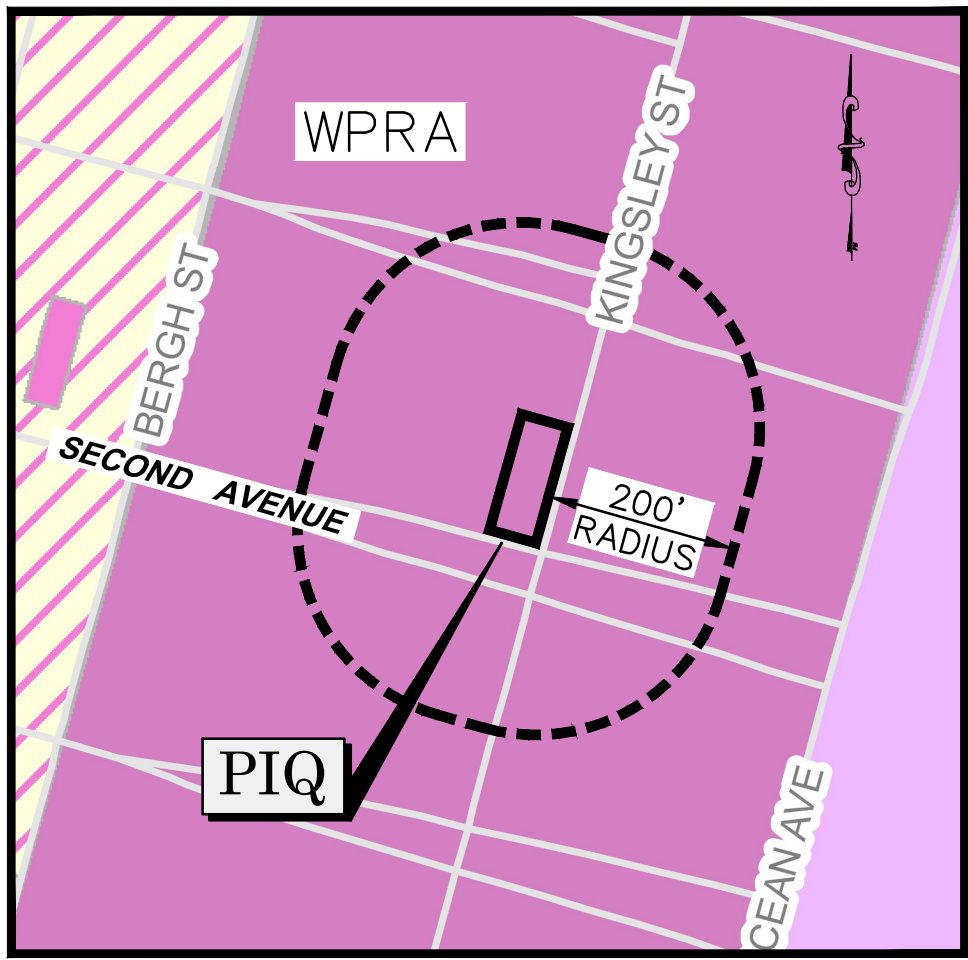


TAX MAP

SCALE: 1"=200'±

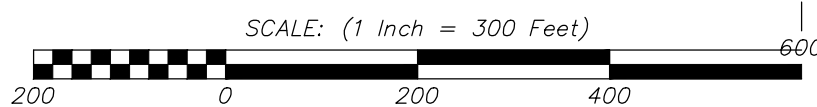


BLOCK & LOTS AND USES WITHIN 200' OF PIQ		
BLOCK_3901	LOT 4	- MULTI-FAMILY RESIDENTIAL
	LOT 5	- COMMERCIAL
BLOCK_3902	LOT 1	- VACANT LAND
	LOT 2	- VACANT LAND
BLOCK_4003	LOT 4	- VACANT LAND
	LOT 5	- SINGLE-FAMILY RESIDENTIAL
	LOT 6	- VACANT LAND
	LOT 8	- MULTI-FAMILY RESIDENTIAL
	LOT 9	- VACANT LAND
	LOT 10	- VACANT LAND
BLOCK_4004	LOT 1	- COMMERCIAL
	LOT 3	- COMMERCIAL



ZONING MAP

SCALE: 1"=200'±



WRPA = WATERFRONT PRIME RENEWAL AREA

200' ADJOINING OWNERS

Mun/Bl/L/Q	Owner	Address	CSZ	
1304-4003-6	209-213 FOURTH AVENUE LLC	1005 MAIN STREET	ASBURY PARK NJ	07712
1304-4003-7	209-213 FOURTH AVE LLC	1005 MAIN STREET	ASBURY PARK NJ	07712
1304-4003-8	611 ASBURY INC	17 HEIDL AVENUE	WEST LONG BRANCH NJ	07764
1304-4003-9	209-213 FOURTH AVE LLC	1005 MAIN STREET	ASBURY PARK NJ	07712
1304-4003-10	209-213 FOURTH AVE LLC	1005 MAIN STREET	ASBURY PARK NJ	07712
1304-3902-1	ASBURY PARTNERS LLC % TAR FINANCIA	1114 AVE OF THE AMER 39FL	NEW YORK NY	10036
1304-4004-1	ASBURY PARTNERS LLC&MF III ALBION	1089 OCEAN AVENUE	ASBURY PARK NJ	07712
1304-4004-3	ASBURY PARTNERS LLC&MF III ALBION	1089 OCEAN AVENUE	ASBURY PARK NJ	07712
1304-3901-4	SIGMAN REALTY & S COMMONS GC LLC	P.O. BOX 719	ASBURY PARK NJ	07712
1304-3901-5	BLACKBIRD AT ASBURY LLC	601 BANGS SUITE 402	ASBURY PARK NJ	07712
1304-4003-4	209-213 FOURTH AVE. LLC	1005 MAIN STREET	ASBURY PARK NJ	07712
1304-4003-5	FASANO PATRICK	PO BOX 737	ASBURY PARK NJ	07712

GENERAL NOTES:

- APPLICANT – MR. WILLIAM STUCKEY
C/O FASANO CONSTRUCTION
1005 MAIN STREET, #2
ASBURY PARK, NJ 07712
(INSERT PHONE NUMBER HERE)
BSTUCKEY@ATT.NET
- THE PROPERTY IS KNOWN AS LOT 7, BLOCK 4003 AS SHOWN ON THE OFFICIAL TAX MAP #40 (LAST REVISED 12/2019) OF THE CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY.
 - OUTBOUND AND EXISTING CONDITIONS INFORMATION DEPICTED HEREON TAKEN FROM A PLAN ENTITLED "BOUNDARY & TOPOGRAPHIC SURVEY" PREPARED BY WJH ENGINEERING, DATED 1/19/23.
 - ARCHITECTURAL INFORMATION TAKEN FROM PLANS ENTITLED "NEW RESTAURANT AND BAR AT KINGSLEY STREET FOR FASANO PROPERTIES, SECOND AVENUE, ASBURY PARK, NJ", PREPARED BY SONNENFELD AND TROCCHIA ARCHITECTS, P.A., DATED 4/10/23.
 - THE SITE IS LOCATED WITHIN FLOOD ZONE X PURSUANT TO FLOOD INSURANCE RATE MAP FIRM #34025C0332G, EFFECTIVE 6/15/22, AS PREPARED BY FEMA.
 - EXISTING USE: VACANT.
 - PROPOSED USE: RESTAURANT & BAR
 - THE SITE WILL BE SERVED BY PUBLIC WATER AND SEWER.
 - DO NOT SCALE DRAWINGS AS THEY PERTAIN TO ADJACENT AND SURROUNDING PHYSICAL CONDITIONS, BUILDINGS, STRUCTURES, ETC.. THEY ARE SCHEMATIC ONLY, EXCEPT WHERE DIMENSIONS ARE SHOWN THERETO.
 - THIS SET OF PLANS HAS BEEN PREPARED FOR PURPOSES OF MUNICIPAL AND AGENCY REVIEW AND APPROVAL. THESE PLANS SHALL NOT BE UTILIZED AS CONSTRUCTION DOCUMENTS UNTIL ALL CONDITIONS OF APPROVAL HAVE BEEN SATISFIED ON THE DRAWINGS AND EACH DRAWING HAS BEEN REVISED TO INDICATE "ISSUED FOR CONSTRUCTION."
 - EXISTING UTILITY INFORMATION SHOWN HEREON HAS BEEN COLLECTED FROM VARIOUS SOURCES AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE CONTRACTOR SHALL VERIFY ALL INFORMATION TO HIS SATISFACTION PRIOR TO EXCAVATION, AND NOTIFY NJ ONECALL AS REQUIRED BY LAW. TEST PIT INFORMATION SHALL BE GIVEN TO THE ENGINEER PRIOR TO CONSTRUCTION TO PERMIT ADJUSTMENT AS REQUIRED TO AVOID CONFLICTS. EX. UTILITY CONNECTIONS WILL BE UTILIZED, IF POSSIBLE.
 - ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION FOR SITE IMPROVEMENTS SHOWN HEREON SHALL BE IN ACCORDANCE WITH:
 - N.J. DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", AS CURRENTLY AMENDED.
 - CURRENT, PREVAILING MUNICIPAL AND/OR COUNTY SPECIFICATIONS, STANDARDS AND REQUIREMENTS.
 - CURRENT, PREVAILING UTILITY COMPANY/AUTHORITY SPECIFICATIONS, STANDARDS AND REQUIREMENTS.
 - CONTRACTOR SHALL NOTIFY THE UNDERSIGNED PROFESSIONAL IMMEDIATELY IF ANY FIELD CONDITIONS ENCOUNTERED DIFFER MATERIALLY FROM THOSE REPRESENTED HERON AND/OR IF SUCH CONDITIONS, IN THE CONTRACTOR'S OPINION WOULD OR COULD RENDER THE DESIGN SHOWN HEREON INAPPROPRIATE OR INEFFECTIVE.
 - CONTRACTOR SHALL COORDINATE ANY UTILITY POLE RELOCATIONS.
 - THIS PLAN IS SUBJECT TO ALL LOCAL AND STATE REGULATORY PERMITS, AGENCY REVIEW AND APPROVAL.
 - ALL STORMWATER PIPE SHALL BE CLASS III UNLESS OTHERWISE NOTED.
 - SOIL BORING CONDITIONS TO BE CONFIRMED PRIOR TO CONSTRUCTION.
 - REFUSE AND RECYCLING WILL BE HANDLED THROUGH A PRIVATE COMPANY.
 - ALL ROOF LEADERS TO BE TIED INTO THE STORM SEWER COLLECTION SYSTEM.
 - IT IS THE INTENT OF THESE PLANS TO PROVIDE THE FOLLOWING GRADING CRITERIA:
 - 3:1 MAX.
 - 2% MIN. GRASS, 1% PAVEMENT
 - 5% MAX. WITHIN 10' OF PROPOSED BUILDINGS
 - THE OWNER, OR HIS REPRESENTATIVE, IS TO DESIGNATE AN INDIVIDUAL RESPONSIBLE FOR CONSTRUCTION SITE SAFETY DURING THE COURSE OF SITE IMPROVEMENTS PURSUANT TO N.J.A.C. 5:23-2.21(e) OF THE N.J. UNIFORM CONSTRUCTION CODE AND CFR 1926.32(f) (OSHA COMPETENT PERSON).
 - ALL SITE IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE CITY OF ASBURY PARK CONSTRUCTION STANDARDS, WHERE APPLICABLE.
 - THE INSTALLATION OF WATER METERS SHALL BE REVIEWED AND APPROVED BY THE CITY OF ASBURY PARK WATER DEPARTMENT.

PRELIMINARY & FINAL
MINOR SITE PLAN
OF
LOT 7, BLOCK 4003 - TAX MAP SHEET #40
(LAST REVISED 12/2019)
CITY OF ASBURY PARK
MONMOUTH COUNTY, NJ

JOB NUMBER 18183



CERT. OF AUTH. NO. 24GA28117300

257 MONMOUTH ROAD, BLDG. A, SUITE 7, OAKHURST, NJ 07755
PHONE - 732-223-1313

WALTER JOSEPH HOPKIN
N.J. PROFESSIONAL ENGINEER, LIC. No. 40673

ZONING TABLE

WATERFRONT REDEVELOPMENT AREA: PRIME RENEWAL AREA		
MIN. & MAX. REQUIRED	REQUIRED	PROVIDED
MIN. LOT AREA	15,000 S.F.	6,193.39 S.F.*
MIN. LOT FRONTAGE	100 FT.	122.35 FT./50.15 FT.
MIN. LOT WIDTH	N/A	172.50 FT.
MIN. LOT DEPTH	N/A	N/A
MIN. FRONT YARD SETBACK	0 FT.	0.40 FT./0.50 FT.
MIN. SIDE YARD SETBACK	0 FT.	14.87 FT./5.00 FT.
MIN. REAR YARD SETBACK	0 FT.	N/A
MAX. BUILDING HEIGHT	8 STORIES	3 STORIES
MAX. BUILDING COVERAGE	N/A	77.18%
MAX. IMPERVIOUS COVERAGE	90%	86.06%
MIN. HERB & SHRUB COVER	5%	5.44% **
MIN. TREE PLANTING	5%	0% **
BUILDING FOOTPRINT AREA	N/A	4,780 S.F.

* EXISTING NON-CONFORMITY
** PROPOSED VARIANCE CONDITION

PARKING SUMMARY

PROPOSED USE	PARKING REQUIRED	PARKING PROVIDED
RESTAURANT / NIGHTCLUB / BAR	NO PARKING REQUIRED*	NO PARKING PROVIDED

* PURSUANT TO ASBURY PARK WATERFRONT REDEVELOPMENT PLAN

APPLICANT:

MR. WILLIAM STUCKEY
C/O FASANO CONSTRUCTION
1005 MAIN STREET, #2
ASBURY PARK, NJ 07712
(INSERT PHONE NUMBER HERE)
BSTUCKEY@ATT.NET

OWNER:

209 - 213 FOURTH AVE. LLC
1005 MAIN STREET, #2
ASBURY PARK, NJ 07712
(INSERT PHONE NUMBER HERE)
(INSERT EMAIL HERE)

ATTORNEY:

KEVIN E. KENNEDY, ESQ.
165 NJ ROUTE 35
RED BANK, NJ 07701
PH. (732) 936-1099
KKENNEDY@KEVINKENNEDYLAW.NET

ARCHITECT:

SONNENFELD AND
TROCCHIA ARCHITECTS, P.A.
53 MAIN STREET
HOLMDEL, NJ 07733
PH. (732) 946-7777

CERTIFICATION:
APPROVED BY THE PLANNING BOARD OF THE CITY OF ASBURY PARK,
MONMOUTH COUNTY, NEW JERSEY

BOARD CHAIRMAN	DATE
BOARD SECRETARY	DATE
BOARD ENGINEER	DATE

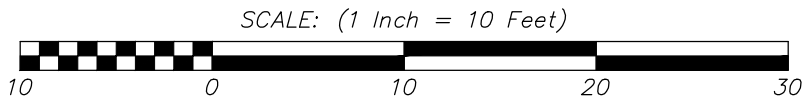
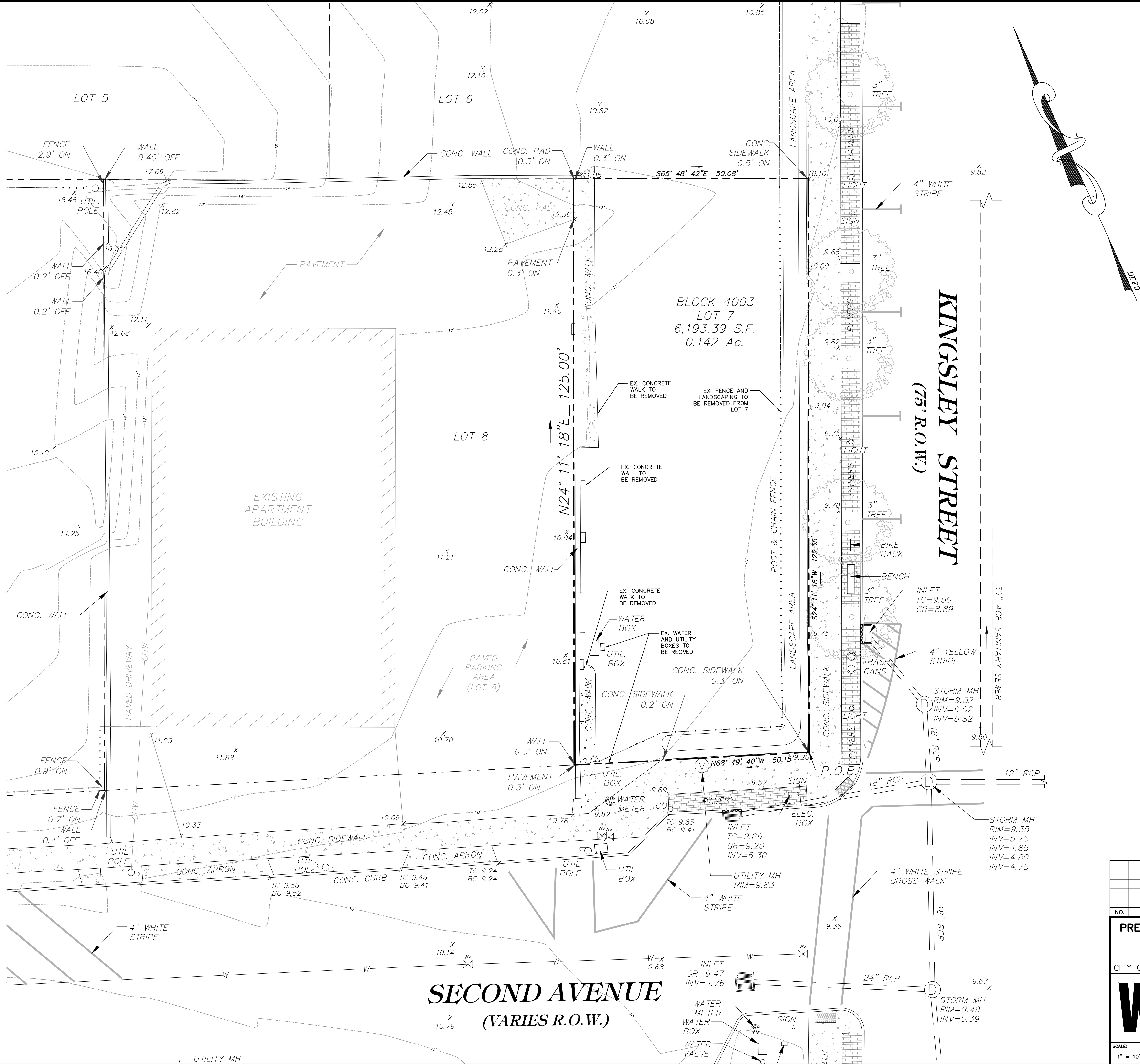
SHEET INDEX

SHEET NO.	SHEET TITLE	ORIG. ISSUE DATE	LATEST REV. DATE
1	COVER SHEET	4/05/24	
2	EXISTING CONDITIONS PLAN	4/05/24	
3	DIMENSION PLAN	4/05/24	
4	GRADING, DRAINAGE & UTILITY PLAN	4/05/24	
5	LIGHTING, LANDSCAPING, & TREE PRESERVATION PLAN	4/05/24	
6	SOIL EROSION AND SEDIMENT CONTROL PLAN	4/05/24	
7	SOIL EROSION AND SEDIMENT CONTROL NOTES & DETAILS	4/05/24	

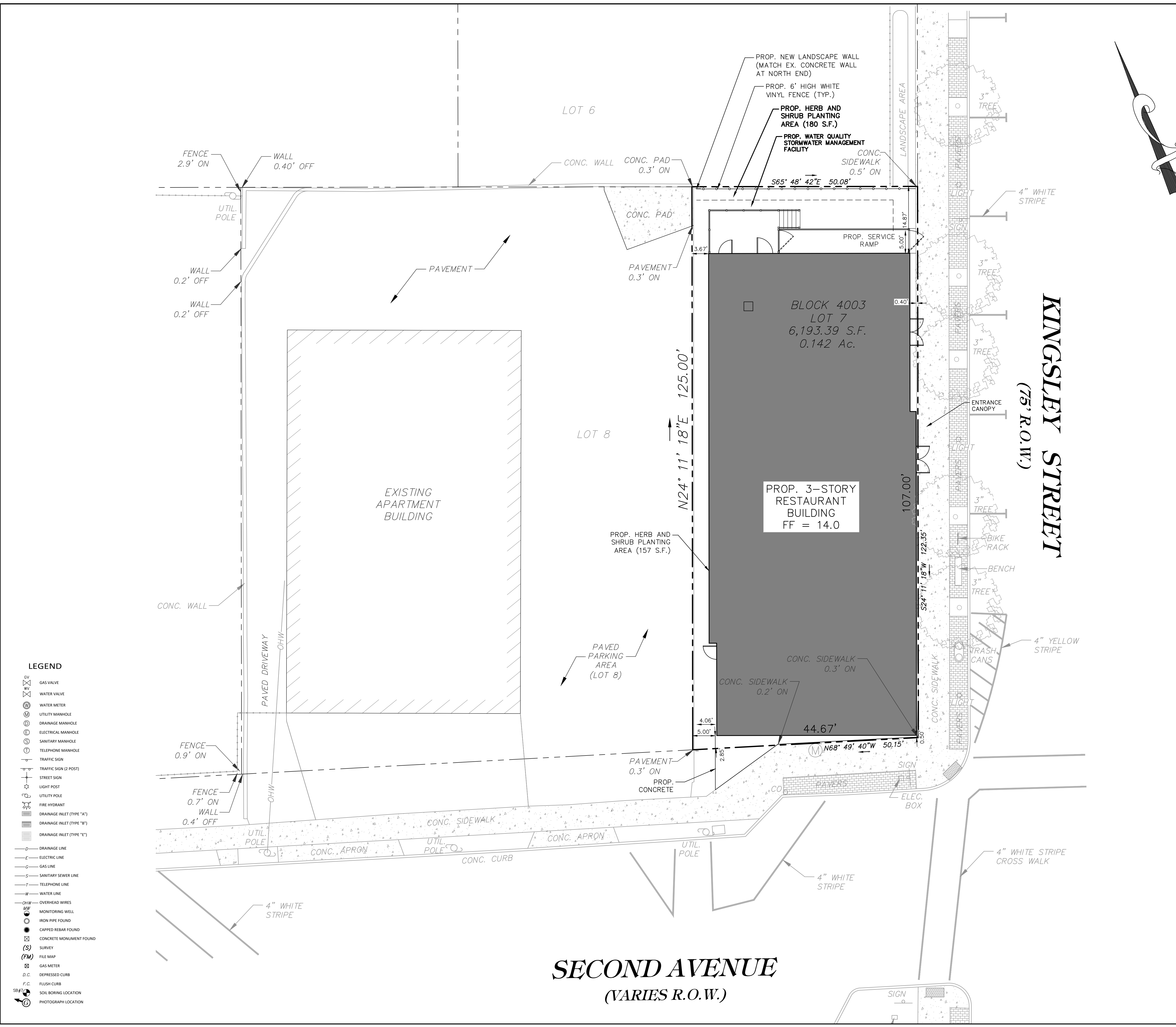
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LEGEND

- GAS VALVE
- WATER VALVE
- WATER METER
- UTILITY MANHOLE
- DRAINAGE MANHOLE
- ELECTRICAL MANHOLE
- SANITARY MANHOLE
- TELEPHONE MANHOLE
- TRAFFIC SIGN
- TRAFFIC SIGN (2 POST)
- STREET SIGN
- LIGHT POST
- UTILITY POLE
- FIRE HYDRANT
- DRAINAGE INLET (TYPE 'A')
- DRAINAGE INLET (TYPE 'B')
- DRAINAGE INLET (TYPE 'C')
- DRAINAGE LINE
- ELECTRIC LINE
- GAS LINE
- SANITARY SEWER LINE
- TELEPHONE LINE
- WATER LINE
- OVERHEAD WIRES
- MONITORING WELL
- IRON PIPE FOUND
- CAPPED REBAR FOUND
- CONCRETE MONUMENT FOUND
- SURVEY
- FILE MAP
- GAS METER
- D.C. DEPRESSED CURB
- F.C. FLUSH CURB
- SOIL BORING LOCATION
- PHOTOGRAPH LOCATION

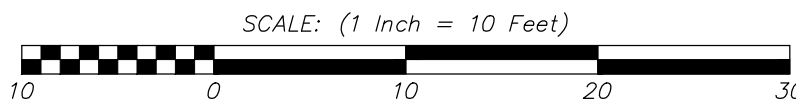
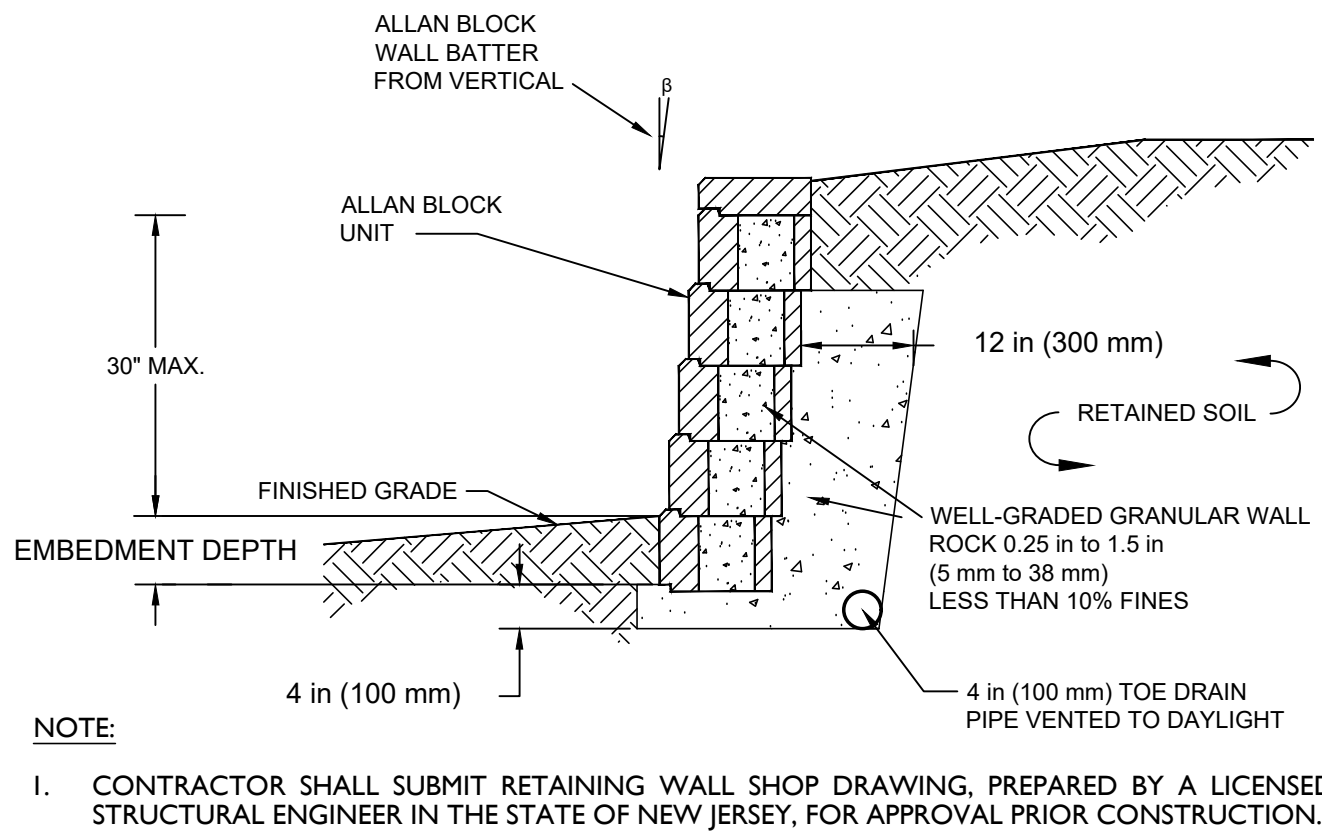
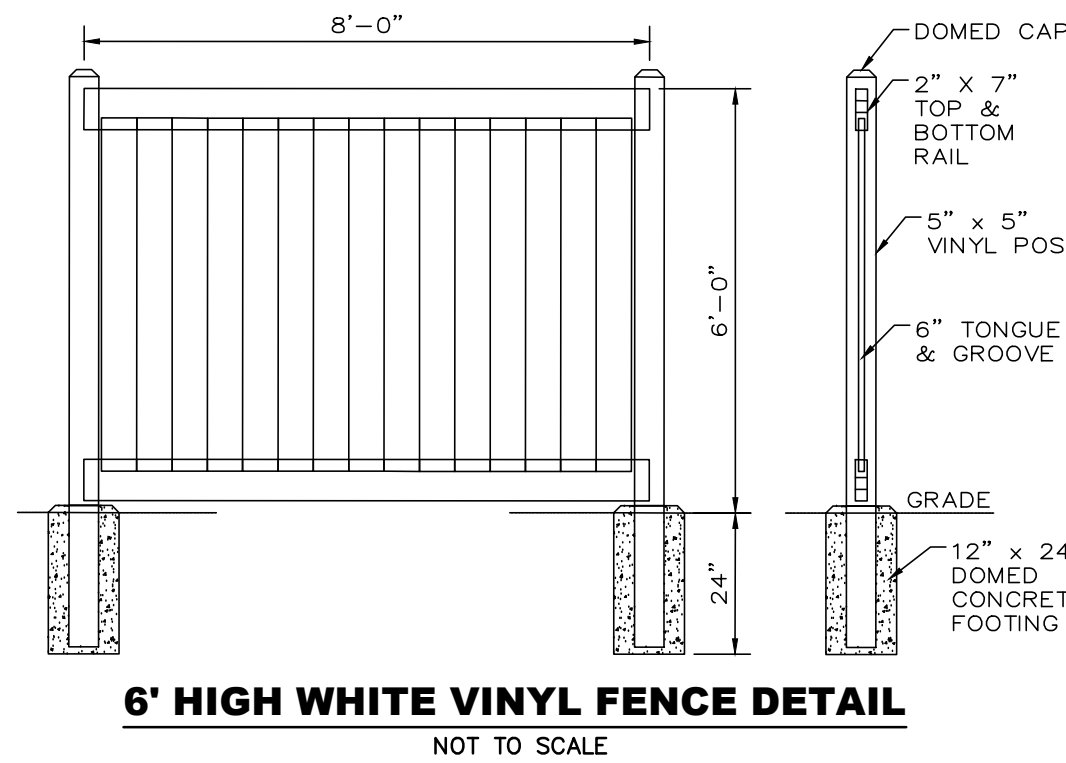
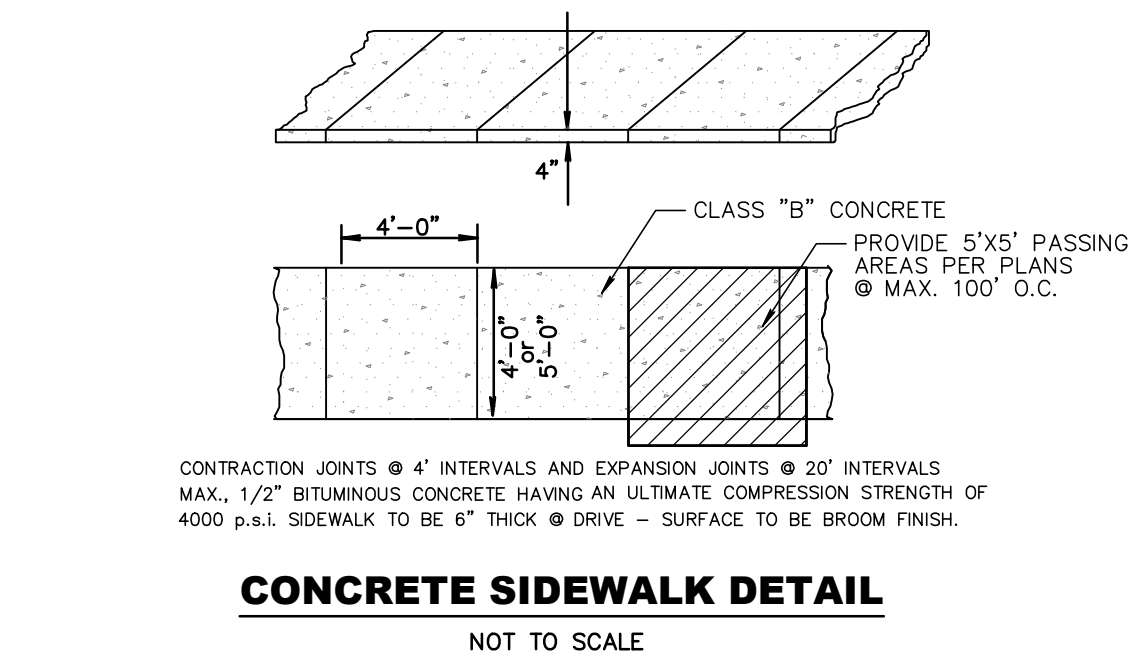


NO.	DATE	DESCRIPTION			DRAWN BY
PRELIMINARY & FINAL MINOR SITE PLAN – TAX MAP SHEET #40					
OF					
LOT 7, BLOCK 4003					
CITY OF ASBURY PARK		MONMOUTH COUNTY		NEW JERSEY	
		CERT. OF AUTH. NO. 24GA28117300 257 MONMOUTH ROAD, BLDG. A, STE. 7, OAKHURST, NJ 07755 PHONE: 732-223-1313 WWW.WJENGINEERING.COM			
		EXISTING CONDITIONS PLAN			
SCALE: 1" = 10'		DRAWN BY: DJP		WALTER JOSEPH HOPKIN	
				N.J. PROFESSIONAL ENGINEER, LIC. NO. 40673 	
DATE: 4/05/24		JOB NO.: 18183		SHEET NO.: 2 of 7	

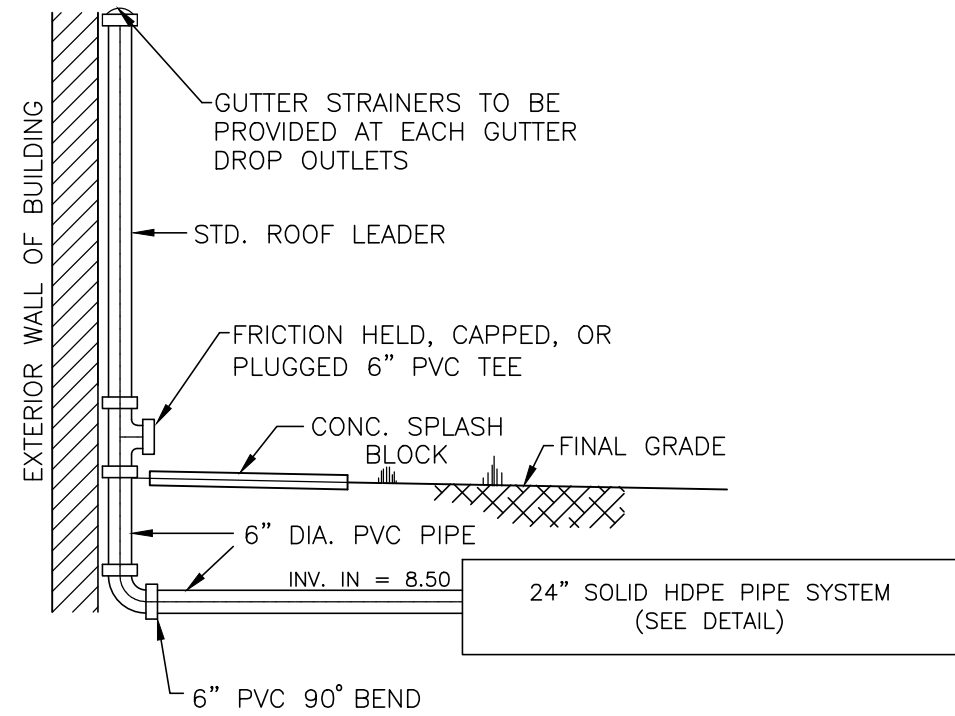


Lot Coverage Calculations:

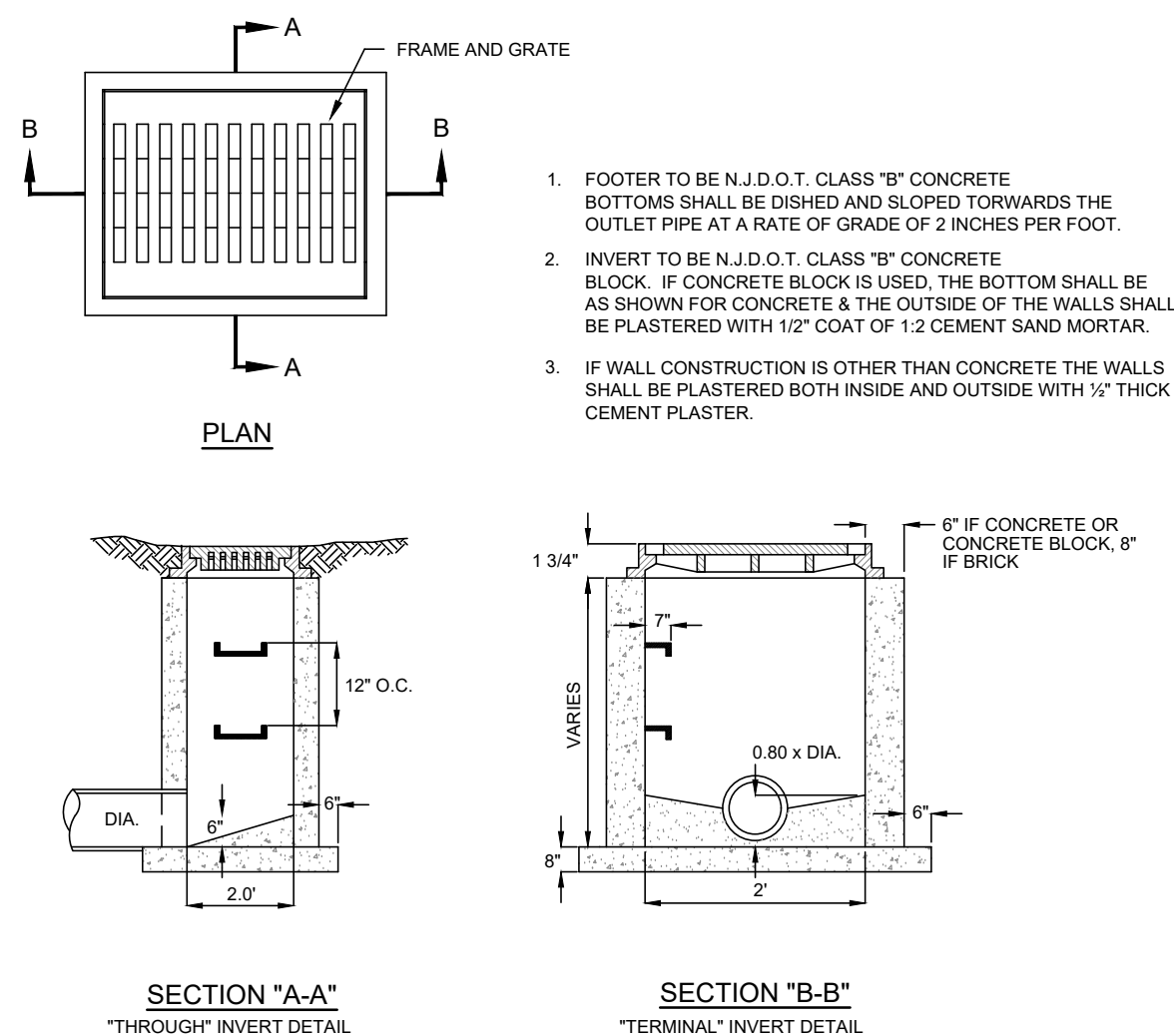
Total Lot Area = 6,193.39 S.F.
• Ex. Concrete Sidewalk (To Remain) = 41.79 S.F.
• Proposed Restaurant Building = 4,780.00 S.F.
• Proposed Concrete Sidewalk = 454.41 S.F.
• Proposed Landscape Wall = 83.65 S.F.
Total Proposed Building Coverage = 4,780.00 S.F. / 6,193.39 S.F. = 77.18%
Total Proposed Lot Coverage = 5,329.85 S.F. / 6,193.39 S.F. = 86.06%



NO.	DATE	DESCRIPTION	DRAWN BY
PRELIMINARY & FINAL MINOR SITE PLAN – TAX MAP SHEET #40			
OF			
LOT 7, BLOCK 4003			
CITY OF ASBURY PARK		MONMOUTH COUNTY	NEW JERSEY
WH ENGINEERING		DIMENSION PLAN	
CERT. OF AUTH. NO. 246A28117300 257 MONMOUTH ROAD, BLDG. A, STE. 7, OAKBURST, NJ 07755 PHONE-732-223-1313 WWW.WJHENGINEERING.COM		WALTER JOSEPH HOPKIN N.J. PROFESSIONAL ENGINEER, L.C. NO. 40673	
SCALE: 1" = 10'	DRAWN BY: DJP	DATE: 4/05/24	JOB No.: 18183 SHEET No.: 3 of 7

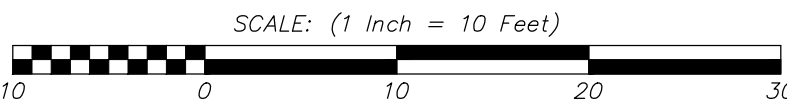


ROOF LEADER CONNECTION TO
UNDERGROUND ROOF RECHARGE SYSTEM
NOT TO SCALE



YARD DRAIN INLET DETAIL

NOT TO SCALE

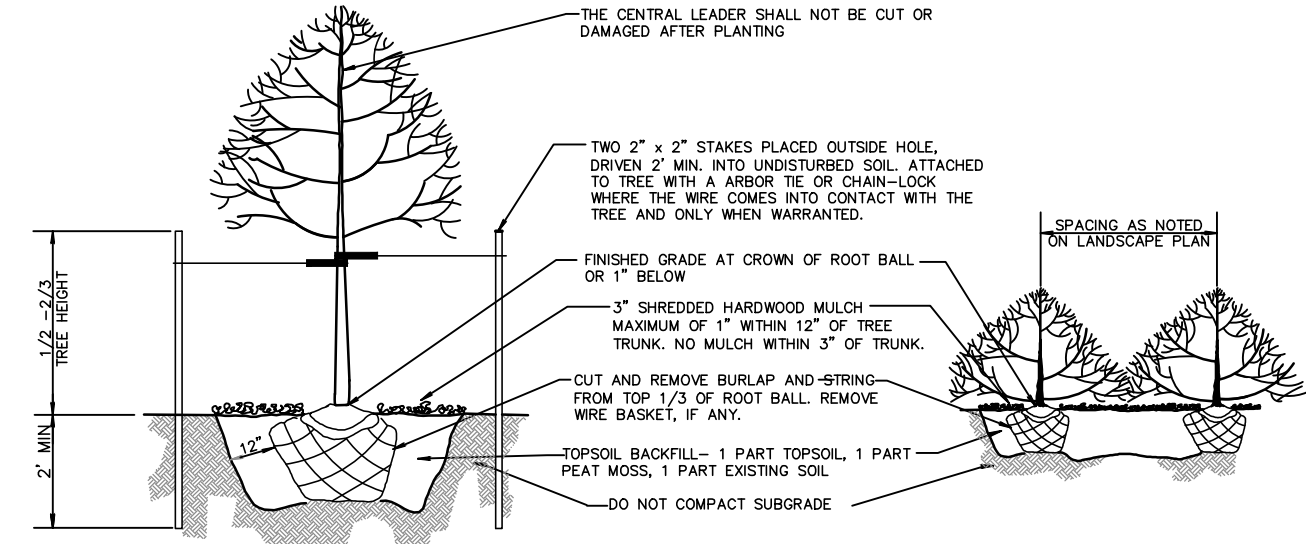
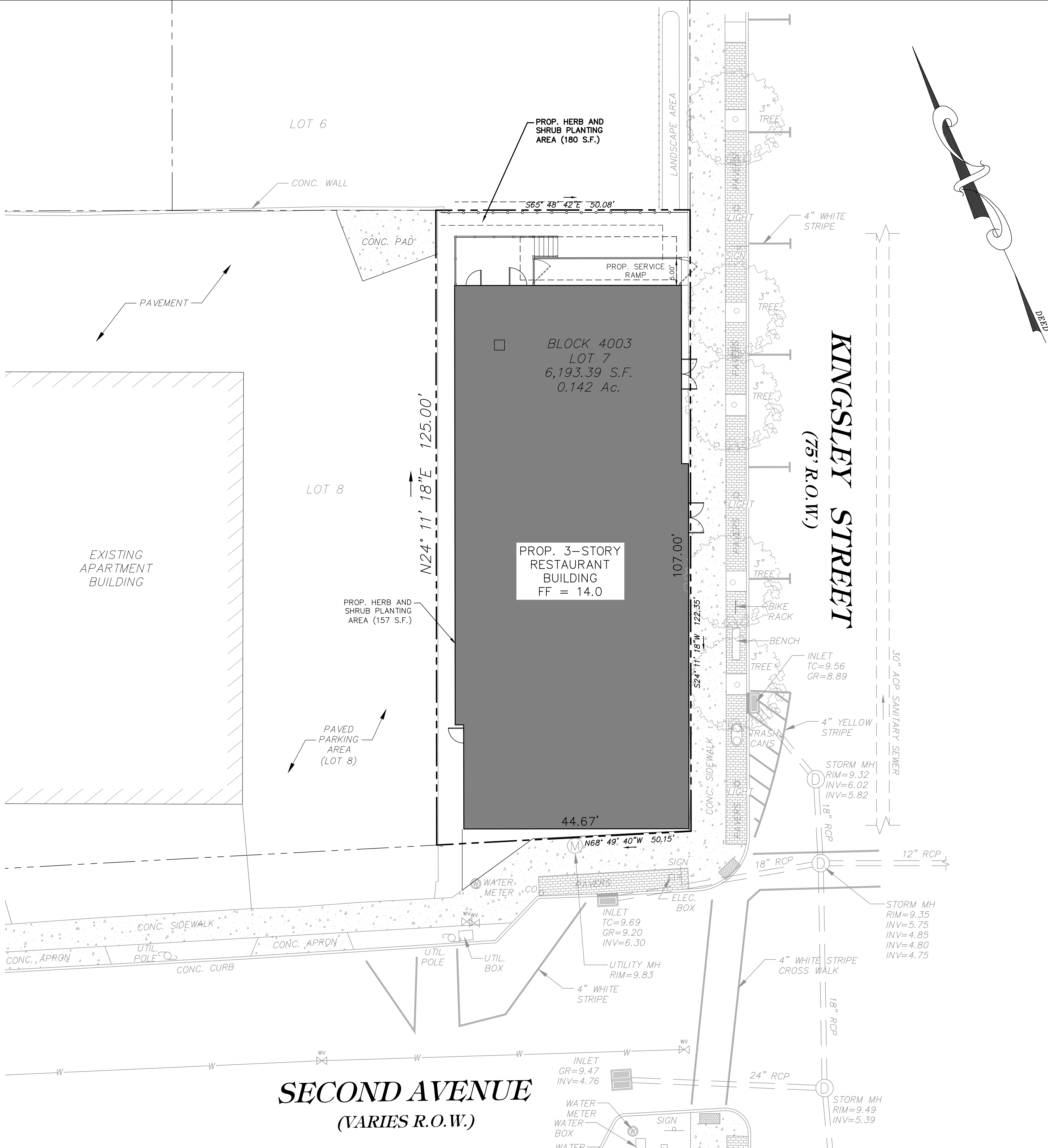
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GENERAL PLANTING NOTES

1. THIS PLAN SHALL BE USED FOR LANDSCAPE PLANTING PURPOSES ONLY. EXAMINE ALL ENGINEERING DRAWINGS AND FIELD CONDITIONS FOR SPECIFIC LOCATIONS OF UTILITIES, AND STRUCTURES AND NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES OR LOCATION CONFLICTS PRIOR TO PLANTING INSTALLATION.
2. THE CONTRACTOR IS RESPONSIBLE TO LOCATE AND VERIFY LOCATION OF ALL UTILITIES ON SITE PRIOR TO CONSTRUCTION.
3. A NURSERY CERTIFICATE, OR PLANT DEALER CERTIFICATE, TO CONFIRM NURSERY STOCK CERTIFICATION BY THE NEW JERSEY DEPARTMENT OF AGRICULTURE SHALL BE INCLUDED.
4. THE OWNER/AND/OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO APPROVE ALL PLANT MATERIAL ON SITE PRIOR TO INSTALLATION.
5. NO PLANT SUBSTITUTIONS SHALL BE PERMITTED WITH REGARD TO SIZE, SPECIES, OR VARIETY WITHOUT WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT OR CITY OFFICIALS. WRITTEN PROOF OF PLANT MATERIAL UNAVAILABILITY MUST BE DOCUMENTED.
6. THE LOCATION OF ALL PLANT MATERIAL INDICATED ON THE LANDSCAPE PLANS ARE APPROXIMATE. THE FINAL LOCATION OF ALL PLANT MATERIAL AND PLANTING BED LINES SHALL BE DETERMINED IN THE FIELD UNDER THE DIRECTION OF THE LANDSCAPE ARCHITECT. NO SHADE TREE, STREET TREE, ORNAMENTAL FLOWERING TREE OR EVERGREEN TREE SHALL BE PLANTED CLOSER THAN 10' FROM ANY SIDEWALK, DRIVEWAY, CURB OR UTILITY LOCATION UNLESS SPECIFICALLY DIMENSIONED ON THE LANDSCAPE PLAN.
7. ALL STREET TREES AND SHADE TREES PLANTED NEAR PEDESTRIAN OR VEHICULAR ACCESS SHOULD NOT BE BRANCHED LOWER THAN 7'-0" ABOVE GRADE. ALL PLANT MATERIAL LOCATED WITHIN SIGHT TRIANGLE EASEMENTS SHALL NOT EXCEED A MATURE HEIGHT OF 30' ABOVE THE ELEVATION OF THE ADJACENT CURB. ALL STREET TREES PLANTED IN SIGHT TRIANGLE EASEMENTS SHALL BE PRUNED TO NOT HAVE BRANCHES BELOW 8'-0".
8. THE PLANTING PLAN SHALL TAKE PRECEDENCE OVER THE PLANT SCHEDULE SHOULD ANY PLANT QUANTITY DISCREPANCIES OCCUR.
9. ALL PLANT MATERIAL SHALL BE PROPERLY GUYED, STAKED, WRAPPED AND PLANTED IN CONFORMANCE WITH THE TYPICAL PLANTING DETAILS. GUY WIRES SHALL BE ATTACHED TO THE TREE AT A HEIGHT OF TWO-THIRDS THE HEIGHT OF THE TREE AND SHOULD BE LOCATED AT POINTS SO AS NOT TO SPLIT THE TRUNKS OF MULTI-STEMMED TREES. PROVIDE THREE TREE STAKES PER TREE. UNLESS NOTED OTHERWISE, INSTALL ALL PLANT MATERIAL ON UNDISTURBED GRADE. PROVIDE BURLAP WRAPPING WITH A 50% OVERLAP. CUT AND REMOVE BURLAP FROM TOP ONE-THIRD OF THE ROOT BALL.
10. TREE SUPPORT SYSTEMS DIRECTLY CONTACTING THE TREE TRUNK SHALL BE EITHER LOOSELY SECURED WIDE STRAPPING OR MINIMUM 1" WIDE PLASTIC INTERLOCK TYPE CHAIN.
11. ALL TREE SUPPORT SYSTEMS SHALL BE REMOVED WITHIN ONE YEAR OF INSTALLATION FROM TREES THAT DO NOT REQUIRE OBVIOUS STRAIGHTENING.
12. ANY SYNTHETIC ROME OR FABRIC SHALL BE REMOVED COMPLETELY FROM THE PLANTING PIT AND DISPOSED OF PROPERLY.
13. ALL TREE TRUNK WRAP MATERIALS SHALL BE REMOVED DURING THE INSTALLATION PROCESS.
14. FERTILIZER SHALL NOT BE USED DURING THE FIRST YEAR AFTER INSTALLATION.
15. MULCH SHALL NOT BE PILED DIRECTLY ONTO TREE ROOT COLLAR.
16. ONLY DEAD OR BROKEN BRANCHES SHALL BE PRUNED BACK TO NATURAL TARGETS. THE CENTRAL LEADER OF THE TREE SHALL NOT BE CUT.
17. PROVIDE PLANTING PITS AS INDICATED ON PLANTING DETAILS. BACKFILL PLANTING PITS WITH ONE PART EACH OF TOPSOIL, PEAT MOSS AND PARENT MATERIAL. IF WET SOIL CONDITIONS EXIST THEN PLANTING PITS SHALL BE EXCAVATED AN ADDITIONAL 12" AND FILLED WITH SAND.
18. ALL PLANT MATERIAL SHALL BEAR THE SAME RELATION TO FINISHED GRADE AS IT BORE TO EXISTING GRADE.
19. NEWLY INSTALLED PLANT MATERIAL SHALL BE WATERED AT THE TIME OF INSTALLATION. REGULAR WATERING SHALL BE PROVIDED TO ENSURE THE ESTABLISHMENT, GROWTH AND SURVIVAL OF ALL PLANTS.
20. ALL PLANT MATERIAL SHALL BE GUARANTEED FOR ONE YEAR AFTER THE DATE OF FINAL ACCEPTANCE. ANY PLANT MATERIAL THAT DIES WITHIN THAT TIME PERIOD SHALL BE REMOVED, INCLUDING THE STUMP, AND REPLACED BY A TREE OF SIMILAR SIZE AND SPECIES AT THE EXPENSE OF THE DEVELOPER.
21. ALL PLANTING DEBRIS (WIRE, TWINE, RUBBER HOSE, BACKFILL ETC.) SHALL BE REMOVED FROM THE SITE AFTER PLANTING IS COMPLETE. PROPERTY IS TO BE LEFT IN A NEAT ORDERLY CONDITION IN ACCORDANCE WITH ACCEPTED PLANTING PRACTICES.
22. HOMEOWNERS ASSOCIATION TO BE RESPONSIBLE FOR DRIVEWAY AND LANDSCAPING MAINTENANCE.

LEGEND

- GV GAS VALVE
- WV WATER VALVE
- WM WATER METER
- UM UTILITY MANHOLE
- DM DRAINAGE MANHOLE
- EM ELECTRICAL MANHOLE
- SM SANITARY MANHOLE
- TM TELEPHONE MANHOLE
- TS TRAFFIC SIGN
- TS2 TRAFFIC SIGN (2 POST)
- SS STREET SIGN
- LP LIGHT POST
- UP UTILITY POLE
- FD FIRE HYDRANT
- DI DRAINAGE INLET (TYPE "A")
- DI2 DRAINAGE INLET (TYPE "B")
- DI3 DRAINAGE INLET (TYPE "C")
- DL DRAINAGE LINE
- EL ELECTRIC LINE
- GL GAS LINE
- SL SANITARY SEWER LINE
- TL TELEPHONE LINE
- WL WATER LINE
- OW OVERHEAD WIRES
- MW MONITORING WELL
- IP IRON PIPE FOUND
- CR CAPPED REBAR FOUND
- CM CONCRETE MONUMENT FOUND
- S SURVEY
- FM FILE MAP
- G GAS METER
- DC DEPRESSED CURB
- FC FLUSH CURB
- SB SOIL BORING LOCATION
- P PHOTOGRAPH LOCATION

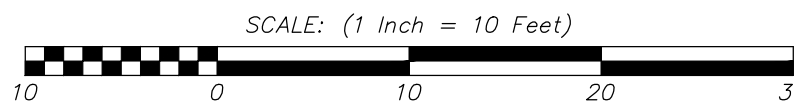


TREE & SHRUB PLANTING & STAKING DETAIL

N.T.S.

PLANT LIST

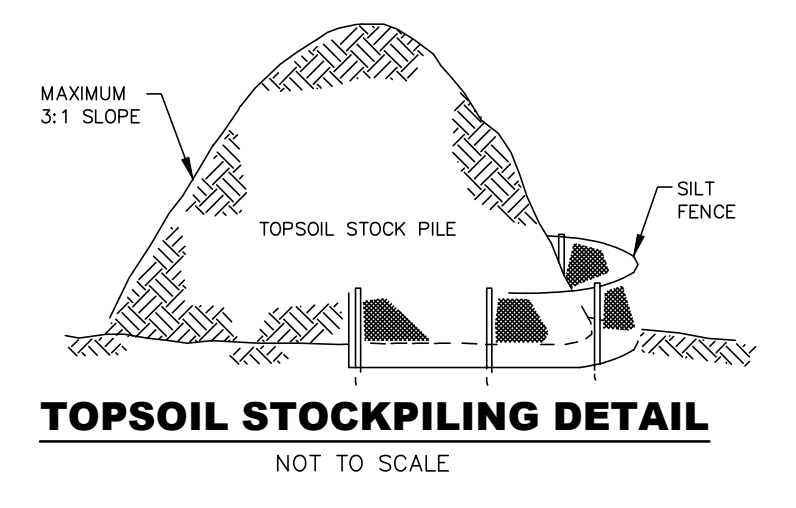
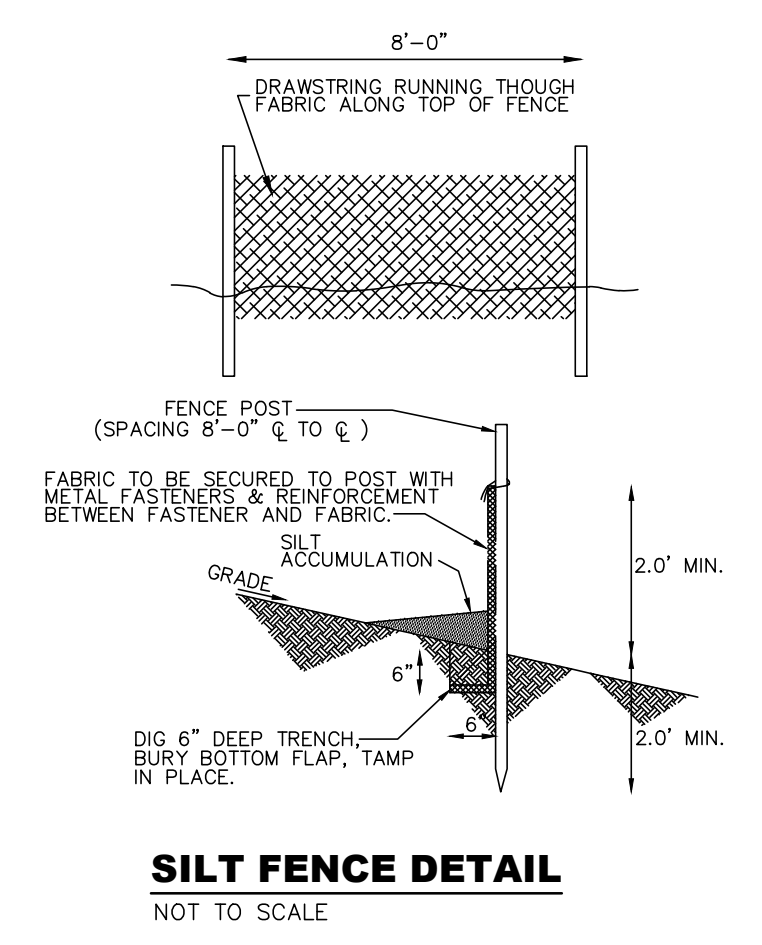
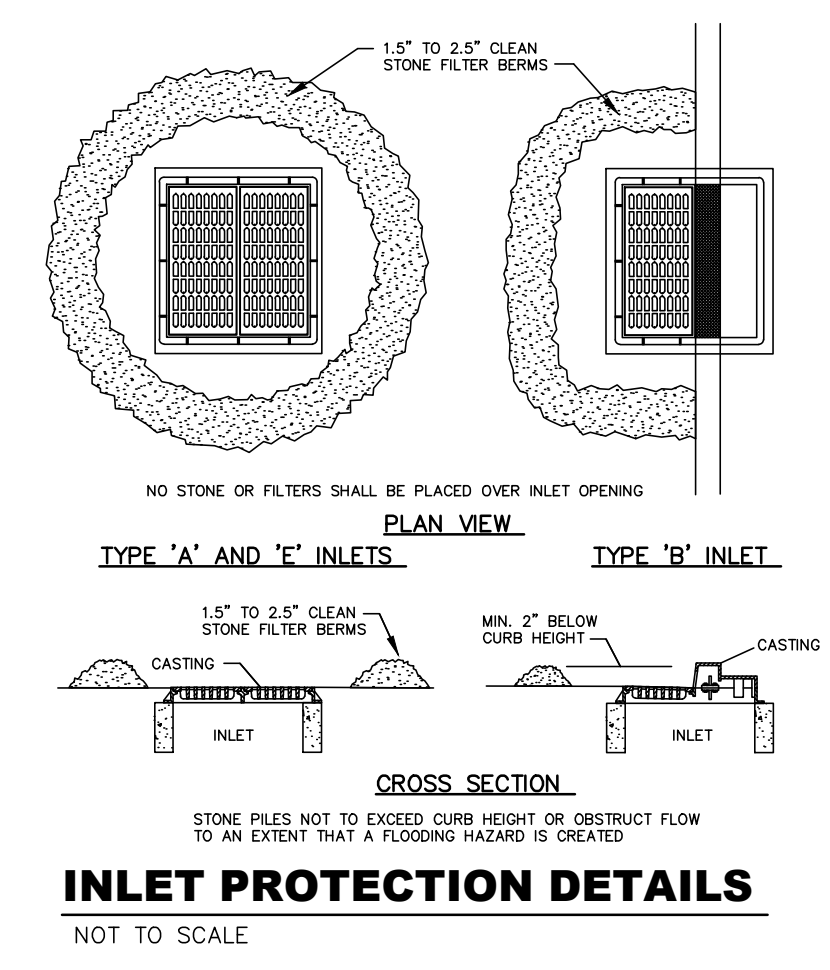
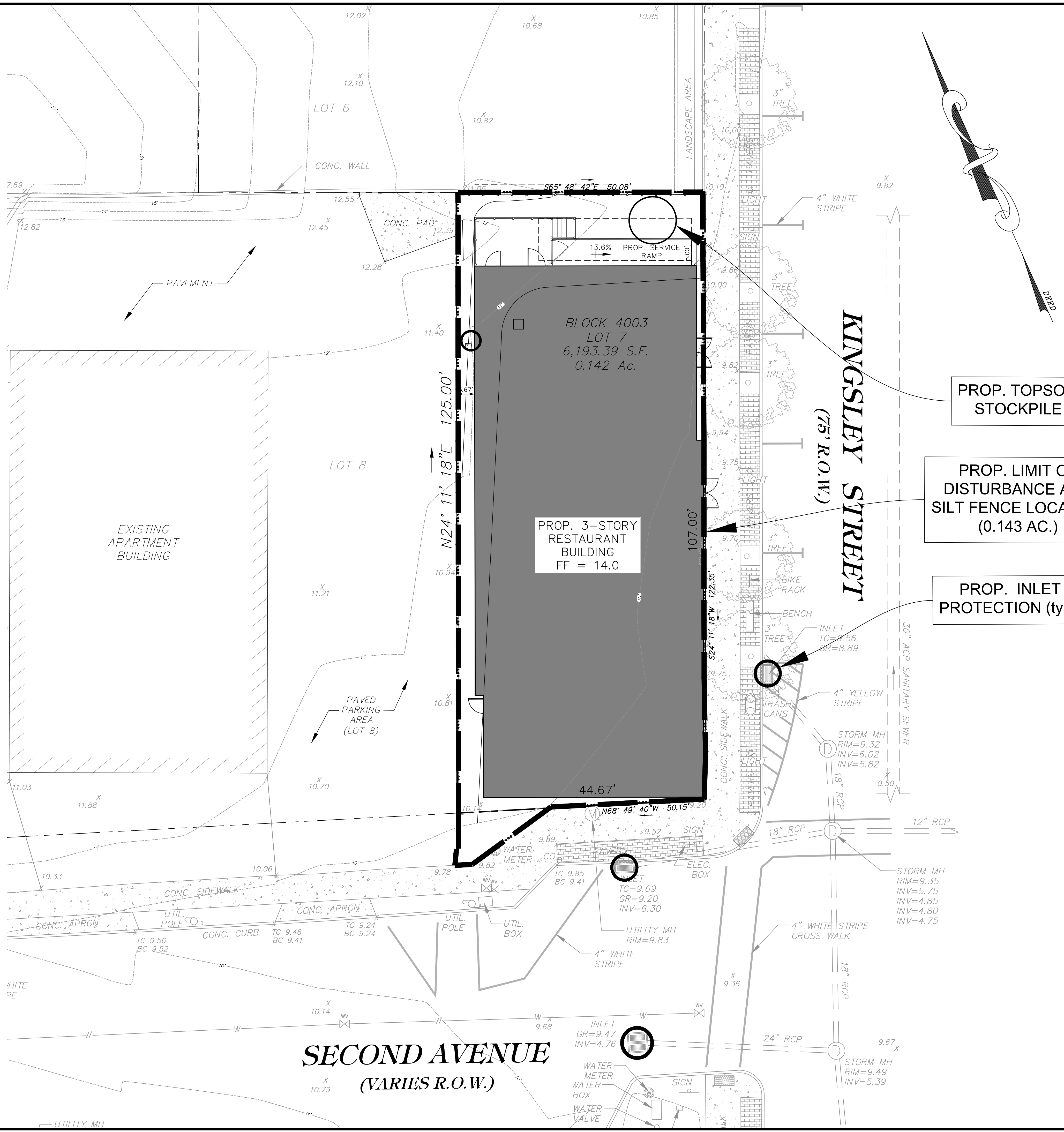
TYPE	SYMBOL	TOTAL	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARK	MATURE SIZE
SHRUBS/PERENNIALS	CP	50	CAREX PENNSYLVANICA	PENNSYLVANIA SEDGE	6"	POTS		12"
	HO	4	HYDRANGEA OTAKSA	BLUE HYDRANGEA	18-24"	POTS		30"
	HS	15	HEMEROCALLIS STELLA D'ORA	YELLOW DAYLILIES	12"	POTS		12"
	HYD	7	HYDRANGEA MACROPHYLLA "DWARF"	DWARF VARIETY HYDRANGEA	24-30"	POTS		24-36"
	IGS	11	ILEX GLABRA COMPACTA "SHAMROCK"	WHITE, PINK & BLUE COMPACT INKBERRY HOLLY	24-30"	POTS		30"
TREES	PB	4	PLATANUS x ACERIFOLIA "BLOODGOOD"	"BLOODGOOD" LONDON PLANETREE	2-2 1/2" CAL.	B&B		12'-14'
	AC	3	AMELANCHER CANADENSIS	SERVICEBERRY	8-10"	B&B		20'



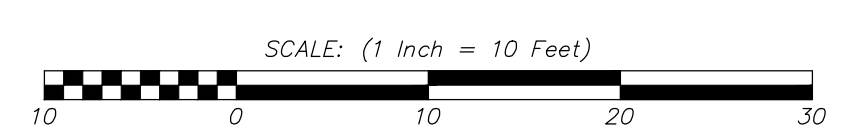
NO.	DATE	DESCRIPTION	DRAWN BY
PRELIMINARY & FINAL MINOR SITE PLAN – TAX MAP SHEET #40			
OF			
LOT 7, BLOCK 4003			
CITY OF ASBURY PARK		MONMOUTH COUNTY	NEW JERSEY
WH ENGINEERING		CERT. OF AUTH. NO. 24GA281 17300 257 MONMOUTH ROAD, BLDG. A, STE. 7, OAKHURST, N.J. 07755 PHONE: 732-223-1313 WWW.WJENGINEERING.COM	
LIGHTING, LANDSCAPING, & TREE PRESERVATION PLAN		WALTER JOSEPH HOPKIN N.J. PROFESSIONAL ENGINEER, LIC. NO. 40673	
SCALE: 1" = 10'	DRAWN BY: DJP	DATE: 4/05/24	SHEET No.: 18183 5 of 7

W:\Projects\18\B181 - Fazio - 201-209 Second Ave. Asbury Park\DWG\Design\SSCP Plan-Notes-Drafts.dwg 10/28/2024 1:27:24 PM

- LEGEND**
- GAS VALVE
 - WATER VALVE
 - WATER METER
 - UTILITY MANHOLE
 - DRAINAGE MANHOLE
 - ELECTRICAL MANHOLE
 - SANITARY MANHOLE
 - TELEPHONE MANHOLE
 - TRAFFIC SIGN
 - TRAFFIC SIGN (2 POST)
 - STREET SIGN
 - LIGHT POST
 - UTILITY POLE
 - FIRE HYDRANT
 - DRAINAGE INLET (TYPE 'A')
 - DRAINAGE INLET (TYPE 'B')
 - DRAINAGE INLET (TYPE 'C')
 - DRAINAGE LINE
 - ELECTRIC LINE
 - GAS LINE
 - SANITARY SEWER LINE
 - TELEPHONE LINE
 - WATER LINE
 - OVERHEAD WIRES
 - MONITORING WELL
 - IRON PIPE FOUND
 - CAPPED REBAR FOUND
 - CONCRETE MONUMENT FOUND
 - SURVEY
 - FILE MAP
 - GAS METER
 - D.C. DEPRESSED CURB
 - F.C. FLUSH CURB
 - SOIL BORING LOCATION
 - PHOTOGRAPH LOCATION



PROP. LIMIT OF DISTURBANCE
6,225.36± S.F. (0.143 AC.)



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PERMANENT VEGETATIVE COVER FOR SOIL STABILIZATION

1. SITE PREPARATION
- A. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDED PREPARATION, SEEDING, MULCH APPLICATION, AND MULCH ANCHORING. ALL GRADING SHOULD BE DONE IN ACCORDANCE WITH STANDARD FOR LAND GRADING.
- B. IMMEDIATELY PRIOR TO SEEDING AND MULCH APPLICATION, THE SUBSOIL SHALL BE EVALUATED FOR COMPACTION IN ACCORDANCE WITH THE STANDARD FOR LAND GRADING.
- C. TOPSOIL SHOULD BE HANDLED ONLY WHEN IT IS DRY ENOUGH TO WORK WITHOUT DAMAGING THE SOIL STRUCTURE. A UNIFORM APPLICATION TO A DEPTH OF 5 INCHES (UNSETTLED) IS REQUIRED ON ALL SITES. TOPSOIL SHALL BE AMENDED WITH ORGANIC MATTER, AS NEEDED, IN ACCORDANCE WITH THE STANDARD FOR TOPSOILING.
- D. INSPECT SEEDED JUST BEFORE SEEDING. IF TRAFFIC HAS LEFT THE SOIL COMPACTED, THE AREA MUST BE RETILLED IN ACCORDANCE WITH THE ABOVE.
- E. SOILS HIGH IN SULFIDES OR HAVING A PH OF 4 OR LESS REFER TO STANDARD FOR MANAGEMENT OF HIGH ACID PRODUCING SOILS, PG. 1-1.
2. SEEDED PREPARATION
- A. UNIFORMLY APPLY GROUND LIMESTONE AND FERTILIZER TO TOPSOIL WHICH HAS BEEN SPREAD AND FIRMED, ACCORDING TO SOIL TEST RECOMMENDATIONS SUCH AS OFFERED BY RUTGERS CO-OPERATIVE EXTENSION OR NATURAL RESOURCES CONSERVATION SERVICE WHICH IS APPROVED BY THE SOIL CONSERVATION DISTRICT.
- B. SAMPLE MALEERS ARE AVAILABLE FROM THE LOCAL RUTGERS COOPERATIVE EXTENSION OFFICES (HTTP://NJ.AES.RUTGERS.EDU/COUNTY/). FERTILIZER SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE OR 11 POUNDS PER 1,000 SQUARE FEET OF 10-10-10 OR EQUIVALENT WITH 50% WATER INSOLUBLE NITROGEN UNLESS A SOIL TEST INDICATES OTHERWISE, AND INCORPORATED INTO THE SURFACE 4 INCHES. IF FERTILIZER IS NOT INCORPORATED, APPLY ONE-HALF THE RATE DESCRIBED ABOVE DURING SEEDED PREPARATION AND REPEAT ANOTHER ONE-HALF RATE APPLICATION OF THE SAME FERTILIZER WITHIN 3 TO 5 WEEKS AFTER SEEDING.
- B. WORK LIME AND FERTILIZER INTO THE TOPSOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES WITH A DISC, SPRINGTOOTH HARROW, OR OTHER SUITABLE EQUIPMENT. THE FINAL HARROWING OR DISKING OPERATION SHOULD BE ON THE GENERAL CONTOUR, CONTINUE TILLAGE UNTIL A REASONABLE UNIFORM SEEDED IS PREPARED.
- C. HIGH ACID PRODUCING SOIL, SUCHS HAVING A PH OF 4 OR LESS OR CONTAINING IRON SULFIDE SHALL BE COVERED WITH A MINIMUM OF 12 INCHES OF SOIL HAVING A PH OF 5 OR MORE BEFORE INITIATING SEEDED REPAIRATION. SEE STANDARD FOR MANAGEMENT OF HIGH ACID PRODUCING SOILS FOR SPECIFIC REQUIREMENTS.
3. SEEDING
- A. SELECT A MIXTURE FROM TABLE 4-3 OR USE A MIXTURE RECOMMENDED BY RUTGERS COOPERATIVE EXTENSION OR NATURAL RESOURCES CONSERVATION SERVICE WHICH IS APPROVED BY THE SOIL CONSERVATION DISTRICT.
- B. SEED GERMINATION SHALL HAVE BEEN TESTED WITHIN 12 MONTHS OF THE PLANTING DATE. NO SEED SHALL BE ACCEPTED WITH A GERMINATION TEST DATE MORE THAN 12 MONTHS OLD UNLESS RETESTED.
1. SEEDING RATES SPECIFIED ARE REQUIRED WHEN A REPORT OF COMPLIANCE IS REQUESTED PRIOR TO ACTUAL ESTABLISHMENT OF PERMANENT VEGETATION. UP TO 50% REDUCTION IN RATES MAY BE USED WHEN PERMANENT VEGETATION IS ESTABLISHED PRIOR TO A REPORT OF COMPLIANCE.
2. INSPECTION. THESE RATES APPLY TO ALL METHODS OF SEEDING. ESTABLISHING PERMANENT VEGETATION MEANS ROUGH VEGETATIVE COVERAGE WITH THE SPECIFIED SEED MIXTURE FOR THE DISTURBED AREA AND MOVED OVER.
3. WARM-SEASON MIXTURES ARE GRASSES AND LEGUMES WHICH MAXIMIZE GROWTH AT HIGH TEMPERATURES. GENERALLY 850 F AND ABOVE. SEE TABLE 4-3 MIXTURES 1 TO 7. PLANTING RATES FOR WARM-SEASON GRASSES SHALL BE THE AMOUNT OF PURE LIVE SEED (PLS) AS DETERMINED BY GERMINATION TESTING RESULTS.
4. COOL-SEASON MIXTURES ARE GRASSES AND LEGUMES WHICH MAXIMIZE GROWTH AT TEMPERATURES BELOW 850 F. MANY GRASSES BECOME ACTIVE AT 650 F. SEE TABLE 4-3, MIXTURES 8-20. ADJUSTMENT OF PLANTING RATES TO COMPENSATE FOR THE AMOUNT OF PLS IS NOT REQUIRED FOR COOL SEASON GRASSES.
- B. CONVENTIONAL SEEDING IS PERFORMED BY APPLYING SEED UNIFORMLY BY HAND, CYCLONE (CENTRIFUGAL) SEEDER, DROP SEEDER, DRILL OR CULTPACKER SEEDER, EXCEPT FOR DRILLED, HYDROSEEDED OR CULTPACKED SEEDINGS. SEED SHALL BE INCORPORATED INTO THE SOIL WITHIN 24 HOURS OF SEEDED PREPARATION TO A DEPTH OF 1/4 TO 1/2 INCH, BY RAKING OR DRAGGING. DEPTH OF SEED PLACEMENT MAY BE 1/4 INCH DEEPER ON COARSE TEXTURED SOIL.
- C. AFTER SEEDING, FIRING THE SOIL WITH A CORRUGATED ROLLER WILL ASSURE GOOD SEED--TO-SOIL CONTACT, RESTORE CAPILLARITY, AND IMPROVE SEEDED EMERGENCE. THIS IS THE PREFERRED METHOD. WHEN PERFORMED ON THE CONTOUR, STORMWATER RUNOFF WILL BE MINIMIZED AND WATER CONSERVATION ON SITE WILL BE MAXIMIZED.
- D. HYDROSEEDING IS A BROADCAST SEEDING METHOD USUALLY INVOLVING A TRUCK, OR TRAILER--MOUNTED TANK, WITH AN AGITATION SYSTEM AND HYDRAULIC PUMP FOR MIXING SEED, WATER AND FERTILIZER AND SPRAYING THE MIX ONTO THE PREPARED SEEDED. MULCH SHALL NOT BE INCLUDED IN THE TANK WITH SEED. SHORTBRIEDER MULCH MAY BE APPLIED WITH A HYDROSEEDER FOLLOWING SEEDING. (ALSO SEE SECTION 4 MULCHING)
- E. HYDROSEEDING IS NOT A PREFERRED SEEDING METHOD BECAUSE SEED AND FERTILIZER ARE APPLIED TO THE SURFACE AND NOT INCORPORATED INTO THE SOIL. WHEN POOR SEED TO SOIL CONTACT OCCURS, THERE IS A REDUCED SEED GERMINATION AND GROWTH.
4. MULCHING
- MULCHING IS REQUIRED ON ALL SEEDED. MULCH WILL PROTECT AGAINST EROSION BEFORE GRASS IS ESTABLISHED AND WILL PROMOTE FASTER AND EARLIER ESTABLISHMENT. THE EXISTENCE OF VEGETATION SUFFICIENT TO CONTROL SOIL EROSION SHALL BE DEEMED COMPLIANCE WITH THIS MULCHING REQUIREMENT.
- A. STRAW OR HAY, UNROOTED SMALL GRAIN STRAW, HAY FREE OF SEEDS, TO BE APPLIED AT THE RATE OF 1-1/2 TO 2 TONS PER ACRE (70 TO 90 POUNDS PER 1,000 SQUARE FEET), EXCEPT THAT WHERE A CRIMPER IS USED INSTEAD OF A LIQUID MULCH-BINDER (TACKIFYING OR ADHESIVE AGENT), THE RATE OF APPLICATION IS 3 TONS PER ACRE. MULCH CHOPPER-BLOWERS MUST NOT GRIND THE MULCH. HAY MULCH IS NOT RECOMMENDED FOR ESTABLISHING FINE TURF OR LAWNS DUE TO THE PRESENCE OF WEED SEED. APPLICATION -- SPREAD MULCH UNIFORMLY BY HAND OR MECHANICALLY SO THAT AT LEAST 85% OF THE SOIL SURFACE IS COVERED FOR UNIFORM DISTRIBUTION OF HAND-SPREAD MULCH. DIVIDE AREA INTO APPROXIMATELY 1,000 SQUARE FEET SECTIONS AND DISTRIBUTE 70 TO 90 POUNDS WITHIN EACH SECTION. ANCHORING SHALL BE COMPLETED IMMEDIATELY AFTER SEEDING.
- THIS MAY BE DONE BY ONE OF THE FOLLOWING METHODS, DEPENDING UPON THE SIZE OF THE AREA, STEEPNESS OF SLOPES, AND COSTS.
1. PEG AND TWINE. DRIVE 8 TO 10 INCH WOODEN PEGS TO WITHIN 2 TO 3 INCHES OF THE SOIL SURFACE EVERY 4 FEET IN ALL DIRECTIONS. STAKES MAY BE DRIVEN BEFORE OR AFTER APPLYING MULCH. SECURE MULCH TO SOIL SURFACE BY STRETCHING TWINE BETWEEN PEGS IN A CRISS-CROSS AND A SQUARE PATTERN. SECURE TWINE AROUND EACH PEG WITH TWO OR MORE ROUND TURNS.

TEMPORARY VEGETATIVE COVER FOR SOIL STABILIZATION

1. SITE PREPARATION
- A. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDED PREPARATION, SEEDING, MULCH APPLICATION, AND MULCH ANCHORING. ALL GRADING SHOULD BE DONE IN ACCORDANCE WITH STANDARD FOR LAND GRADING.
- B. IMMEDIATELY PRIOR TO SEEDING AND MULCH APPLICATION, THE SUBSOIL SHALL BE EVALUATED FOR COMPACTION IN ACCORDANCE WITH THE STANDARD FOR LAND GRADING.
- C. TOPSOIL SHOULD BE HANDLED ONLY WHEN IT IS DRY ENOUGH TO WORK WITHOUT DAMAGING THE SOIL STRUCTURE. A UNIFORM APPLICATION TO A DEPTH OF 5 INCHES (UNSETTLED) IS REQUIRED ON ALL SITES. TOPSOIL SHALL BE AMENDED WITH ORGANIC MATTER, AS NEEDED, IN ACCORDANCE WITH THE STANDARD FOR TOPSOILING.
- D. INSPECT SEEDED JUST BEFORE SEEDING. IF TRAFFIC HAS LEFT THE SOIL COMPACTED, THE AREA MUST BE RETILLED IN ACCORDANCE WITH THE ABOVE.
- E. SOILS HIGH IN SULFIDES OR HAVING A PH OF 4 OR LESS REFER TO STANDARD FOR MANAGEMENT OF HIGH ACID PRODUCING SOILS, PG. 1-1.
2. SEEDED PREPARATION
- A. UNIFORMLY APPLY GROUND LIMESTONE AND FERTILIZER TO TOPSOIL WHICH HAS BEEN SPREAD AND FIRMED, ACCORDING TO SOIL TEST RECOMMENDATIONS SUCH AS OFFERED BY RUTGERS CO-OPERATIVE EXTENSION. SOIL SAMPLE MALEERS ARE AVAILABLE FROM THE LOCAL RUTGERS COOPERATIVE EXTENSION OFFICES. FERTILIZER SHALL BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE OR 11 POUNDS PER 1,000 SQUARE FEET OF 10-20-10 OR EQUIVALENT WITH 50% WATER INSOLUBLE NITROGEN UNLESS A SOIL TEST INDICATES OTHERWISE. LIME RATES SHALL BE ESTABLISHED VIA SOIL TESTING. CALCIUM CARBONATE IS THE EQUIVALENT AND STANDARD FOR MEASURING THE ABILITY OF LIMING MATERIALS TO NEUTRALIZE SOIL ACIDITY AND SUPPLY CALCIUM AND MAGNESIUM TO GRASSES AND LEGUMES.WORK LIME AND FERTILIZER INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES WITH A DISC, SPRINGTOOTH HARROW, OR OTHER SUITABLE EQUIPMENT. THE FINAL HARROWING OR DISKING OPERATION SHOULD BE ON THE GENERAL CONTOUR, CONTINUE TILLAGE UNTIL A REASONABLE UNIFORM SEEDED IS PREPARED.
- B. INSPECT SEEDED JUST BEFORE SEEDING. IF TRAFFIC HAS LEFT THE SOIL COMPACTED, THE AREA MUST BE RETILLED IN ACCORDANCE WITH THE ABOVE.
- C. SOILS HIGH IN SULFIDES OR HAVING A PH OF 4 OR LESS REFER TO STANDARD FOR MANAGEMENT OF HIGH ACID PRODUCING SOILS, PG. 1-1.
3. SEEDING
- A. SELECT SEED FROM RECOMMENDATIONS IN TABLE 7-2.
- COOL-SEASON GRASSES
- | RATES | SEEDING DATES | DEPTHS |
|-----------------------------------|-----------------------|---------|
| PERENNIAL RYEGRASS 1.0 LB/1000 SF | 3/1-5/15 OR 8/15-10/1 | 0.5 IN. |
| SPRING OATS 2.0 LB/1000 SF | 3/1-5/15 OR 8/15-10/1 | 1.0 IN. |
| WINTER BARLEY 2.2 LB/1000 SF | 8/15-10/1 | 1.0 IN. |
| ANNUAL RYEGRASS 1.0 LB/1000 SF | 3/15-6/1 OR 8/1-9/15 | 0.5 IN. |
| WINTER CEREAL RYE 2.8 LB/1000 SF | 8/1-11/15 | 1.0 IN. |
- WARM SEASON GRASSES
- | RATES | SEEDING DATES | DEPTHS |
|---|---------------|---------|
| PEARL MILLET 0.5 LB/1000 SF | 5/15-8/15 | 1.0 IN. |
| MILLET (GERMAN OR HUNGARIAN) 0.7 LB/1000 SF | 5/15-8/15 | 1.0 IN. |
- B. CONVENTIONAL SEEDING. APPLY SEED UNIFORMLY BY HAND, CYCLONE (CENTRIFUGAL) SEEDER, DROP SEEDER, DRILL OR CULTPACKER SEEDER, EXCEPT FOR DRILLED, HYDROSEEDED OR CULTPACKED SEEDINGS. SEED SHALL BE INCORPORATED INTO THE SOIL TO A DEPTH OF 1/4 TO 1/2 INCH, BY RAKING OR DRAGGING. DEPTH OF SEED PLACEMENT MAY BE 1/4 INCH DEEPER ON COARSE TEXTURED SOIL.
- C. HYDROSEEDING IS A BROADCAST SEEDING METHOD USUALLY INVOLVING A TRUCK OR TRAILER MOUNTED TANK, WITH AN AGITATION SYSTEM AND HYDRAULIC PUMP FOR MIXING SEED, WATER AND FERTILIZER AND SPRAYING THE MIX ONTO THE PREPARED SEEDED. MULCH SHALL NOT BE INCLUDED IN THE TANK WITH SEED. SHORT FIBERED MULCH MAY BE APPLIED WITH A HYDROSEEDER FOLLOWING SEEDING. (ALSO SEE SECTION 4 MULCHING)
- D. HYDROSEEDING IS NOT A PREFERRED SEEDING METHOD BECAUSE SEED AND FERTILIZER ARE APPLIED TO THE SURFACE AND NOT INCORPORATED INTO THE SOIL. POOR SEED TO SOIL CONTACT OCCURS REDUCING SEED GERMINATION AND GROWTH. HYDROSEEDING MAY BE USED FOR AREAS TOO STEEP FOR CONVENTIONAL EQUIPMENT TO TRAVERSE OR TOO OBSTRUCTED WITH ROCKS, STUMPS, ETC.
- E. AFTER SEEDING, FIRING THE SOIL WITH A CORRUGATED ROLLER WILL ASSURE GOOD SEED--TO-SOIL CONTACT, RESTORE CAPILLARITY, AND IMPROVE SEEDED EMERGENCE. THIS IS THE PREFERRED METHOD. WHEN PERFORMED ON THE CONTOUR, SHEET EROSION WILL BE MINIMIZED AND WATER CONSERVATION ON SITE WILL BE MAXIMIZED.

SOIL EROSION AND SEDIMENT CONTROL NOTES

1. The Freehold Soil Conservation District shall be notified forty-eight (48) hours in advance of any soil disturbing activity.
2. All Soil Erosion and Sediment Control practices are to be installed prior to soil disturbance, or in their proper sequence, and maintained until permanent protection is established.
3. Any changes to the Certified Soil Erosion and Sediment Control Plans will require the submission of revised Soil Erosion and Sediment Control Plans to the District for re-certification. The revised plans must meet all current State Soil Erosion and Sediment Control Standards.
4. N.J.S.A. 4:24-39 et. Seq. requires that no Certificates of Occupancy be issued before the District determines that a project or portion thereof is in full compliance with the Certified Plan and Standards for Soil Erosion and Sediment Control for New Jersey and a Report of Compliance has been issued. Upon written request from the applicant, the District may issue a Report of Compliance with conditions on a lot-by-lot or section-by-section basis, provided that the project or portion thereof is in satisfactory compliance with the sequence of development and temporary measures for soil erosion and sediment control have been implemented, including provisions for stabilization and site work.
5. Any disturbed areas that will be left exposed more than sixty (60) days, and not subject to construction traffic, will immediately receive a temporary seeding. If the season prevents the establishment of temporary cover, the disturbed areas will be mulched with straw, or equivalent material, at a rate of 2 to 2 1/2 tons per acre, according to the Standard for Stabilization with Mulch Only.
6. Immediately following initial disturbance or rough grading, all critical areas subject to erosion (i.e. stockpiles, steep slopes and roadway embankments) will receive temporary seeding in combination with straw mulch or a suitable equivalent, and a mulch anchor, in accordance with State Standards.
7. A sub-base course will be applied immediately following rough grading and installation of improvements to stabilize streets, roads, driveways, and parking areas. In areas where no utilities are present, the sub-base shall be installed within fifteen (15) days of the preliminary grading.
8. The Standard for Stabilized Construction Access requires the installation of a pad of clean crushed stone at points where traffic will be accessing the construction site. After interior roadways are paved, individual lots require a stabilized construction access consisting of one inch to two inch (1" - 2") stone for a minimum length of ten feet (10') equal to the lot entrance width. All other access points shall be blocked off.
9. All soil washed, dropped, spilled, or tracked outside the limit of disturbance or onto public right-of-ways will be removed immediately.
10. Permanent vegetation to be seeded or sodded on all exposed areas within ten (10) days after final grading.
11. At the time that site preparation for permanent vegetative stabilization is going to be accomplished, any soil that will not provide a suitable and adequate vegetative ground cover shall be removed or treated in such a way that it will permanently adjust the soil conditions and render it suitable for vegetative ground cover. If the removal or treatment of the soil will not provide suitable conditions, non-vegetative means of permanent ground stabilization will have to be employed.
12. In accordance with the Management of High Acid Producing Soils, any soil having a pH of 4 or less or containing iron sulfides shall be ultimately placed or buried with limestone applied at the rate of 10 tons/acre, (or 450 lbs./1,000 sq ft of surface area) and covered with a minimum of 12" of settled soil with a pH of 5 or more, or 24" where trees or shrubs are to be planted.
13. Cusidal Outlet Protection must be installed at all required outfalls prior to the drainage system becoming operational.
14. Unfiltered dewatering is not permitted. Necessary precautions must be taken during all dewatering operations to minimize sediment transfer. Any dewatering methods used must be in accordance with the Standard for Dewatering.
15. Should the control of dust at the site be necessary, the site will be sprinkled until the surface is wet, temporary vegetative cover shall be established or mulch shall be applied as required by the Standard for Dust Control.
16. Stockpile and staging locations established in the field shall be placed within the limit of disturbance according to the certified plan. Staging and stockpiles not located within the limit of disturbance will require certification of a revised Soil Erosion and Sediment Control Plan. Certification of a revised Soil Erosion and Sediment Control Plan may be required for these activities if an area greater than 5,000 square feet is disturbed.
17. All soil stockpiles are to be temporarily stabilized in accordance with Soil Erosion and Sediment Control note #6.
18. The property owner shall be responsible for any erosion or sedimentation that may occur before stormwater runoff or offsite as a result of construction of the project.

TOPSOIL SPECIFICATIONS

1. MATERIALS
- A. TOPSOIL SHOULD BE FRIABLE, LOAMY, FREE OF DEBRIS, OBJECTIONABLE WEEDS AND STONES, AND CONTAIN NO TOXIC SUBSTANCES OR ADVERSE CHEMICAL OR PHYSICAL CONDITION THAT MAY BE HARMFUL TO PLANT GROWTH. SOLUBLE SALTS SHOULD NOT BE EXCESSIVE. CONDUCTIVITY LESS THAN 0.5 MILLIMHOS PER CENTIMETER. MORE THAN 0.5 MILLIMHOS MAY DISCARTATE SEEDINGS AND ADVERSELY IMPACT GROWTH). IMPORTED TOPSOIL SHALL HAVE A MINIMUM ORGANIC MATTER CONTENT OF 2.75 PERCENT. ORGANIC MATTER CONTENT MAY BE RAISED BY ADDITIVES.
- B. TOPSOIL SUBSTITUTE IS A SOIL MATERIAL WHICH MAY HAVE BEEN AMENDED WITH SAND, SILT, CLAY, ORGANIC MATTER, FERTILIZER OR LIME AND HAS THE APPEARANCE OF TOPSOIL. TOPSOIL SUBSTITUTES MAY BE UTILIZED ON SITES WITH INSUFFICIENT TOPSOIL FOR ESTABLISHING PERMANENT VEGETATION. ALL TOPSOIL SUBSTITUTE MATERIALS SHALL MEET THE REQUIREMENTS OF TOPSOIL NOTED ABOVE. SOIL TESTS SHALL BE PERFORMED TO DETERMINE THE COMPONENTS OF SAND, SILT, CLAY, ORGANIC MATTER, SOLUBLE SALTS AND PH LEVEL.
2. STRIPPING AND STOCKPILING
- A. FIELD EXPLORATION SHOULD BE MADE TO DETERMINE WHETHER QUANTITY AND OR QUALITY OF SURFACE SOIL JUSTIFIES STRIPPING.
- B. STRIPPING SHALL BE CONFINED TO THE IMMEDIATE CONSTRUCTION AREA.
- C. WHERE FEASIBLE, LIME MAY BE APPLIED BEFORE STRIPPING AT A RATE DETERMINED BY SOIL TESTS TO BRING THE SOIL PH TO APPROXIMATELY 6.5.
- D. 4-6 INCH STRIPPING DEPTH IS COMMON, BUT MAY VARY DEPENDING ON THE PARTICULAR SOIL.
- E. STOCKPILES OF TOPSOIL SHOULD BE SITUATED SO AS NOT TO OBSTRUCT NATURAL DRAINAGE OR CAUSE OFF-SITE ENVIRONMENTAL DAMAGE.
- F. STOCKPILES SHOULD BE VEGETATED IN ACCORDANCE WITH STANDARDS PREVIOUSLY DESCRIBED HEREIN: SEE STANDARDS FOR PERMANENT (PG. 4-1) OR TEMPORARY (PG.7-1) VEGETATIVE COVER FOR SOIL STABILIZATION. WEEDS SHOULD NOT ALLOWED TO GROW ON STOCKPILES.
3. SITE PREPARATION
- A. GRADE AT THE ONSET OF THE OPTIMAL SEEDING PERIOD SO AS TO MINIMIZE THE DURATION AND AREA OF EXPOSURE OF DISTURBED SOIL TO EROSION. IMMEDIATELY PROCEED TO ESTABLISH VEGETATIVE COVER IN ACCORDANCE WITH THE SPECIFIED SEED MIXTURE. TIME IS OF THE ESSENCE.
- B. GRADE AS NEEDED AND FEASIBLE TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDED PREPARATION, SEEDING, MULCH APPLICATION AND ANCHORING, AND MAINTENANCE. SEE THE STANDARD FOR LAND GRADING, PG. 10-1.
- C. AS GUIDANCE FOR IDEAL CONDITIONS, SUBSOIL SHOULD BE TESTED FOR LIME REQUIREMENT. LIMESTONE, IF NEEDED, SHOULD BE APPLIED TO BRING SOIL TO A PH OF APPROXIMATELY 6.5 AND INCORPORATED INTO THE SOIL AS NEARLY AS PRACTICAL TO A DEPTH OF 4 INCHES.
- D. PRIOR TO TOPSOILING, THE SUBSOIL SHALL BE IN COMPLIANCE WITH THE STANDARD FOR LAND GRADING, PG. 10-1.
- E. EMPLOY NEEDED EROSION CONTROL PRACTICES SUCH AS DIVERSIONS, GRADE STABILIZATION STRUCTURES, CHANNEL, STABILIZATION MEASURES, SEDIMENTATION BASINS, AND WATERWAYS. SEE STANDARDS 11 THROUGH 42.
4. APPLYING TOPSOIL
- A. TOPSOIL SHOULD BE HANDLED ONLY WHEN IT IS DRY ENOUGH TO WORK WITHOUT DAMAGING SOIL STRUCTURE; I.E., LESS THAN FIELD CAPACITY (SEE GLOSSARY).
- B. A UNIFORM APPLICATION TO AN AVERAGE DEPTH OF 5.0 INCHES, MINIMUM OF 4 INCHES, FIRMED IN PLACE IS REQUIRED. ALTERNATIVE DEPTHS MAY BE CONSIDERED WHERE SPECIAL REGULATORY AND/OR INDUSTRY DESIGN STANDARDS ARE APPROPRIATE SUCH AS ON GOLF COURSES, SPORTS FIELDS, LANDFILL CAPPING, ETC.. SOILS WITH A PH OF 4.0 OR LESS OR CONTAINING IRON SULFIDE SHALL BE COVERED WITH A MINIMUM DEPTH OF 12 INCHES OF SOIL HAVING A PH OF 5.0 OR MORE, IN ACCORDANCE WITH THE STANDARD FOR MANAGEMENT OF HIGH ACID PRODUCING SOIL (PG. 1-1).
- C. PURSUANT TO THE REQUIREMENTS IN SECTION 7 OF THE STANDARD FOR PERMANENT VEGETATIVE STABILIZATION, THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT PERMANENT VEGETATIVE COVER BECOMES ESTABLISHED ON AT LEAST 80% OF THE SOILS TO BE STABILIZED WITH VEGETATION. FAILURE TO ACHIEVE THE MINIMUM COVERAGE MAY REQUIRE ADDITIONAL WORK TO BE PERFORMED BY THE CONTRACTOR TO INCLUDE SOME OR ALL OF THE FOLLOWING: SUPPLEMENTAL SEEDING, RE-APPLICATION OF LIME AND FERTILIZERS, AND/OR THE ADDITION OF ORGANIC MATTER (IE. COMPOST) AS A TOP DRESSING. SUCH ADDITIONAL MEASURES SHALL BE BASED ON SOIL TESTS SUCH AS THOSE OFFERED BY RUTGERS COOPERATIVE EXTENSION SERVICE OR OTHER APPROVED LABORATORY FACILITIES QUALIFIED TO TEST SOIL SAMPLES FOR AGRONOMIC PROPERTIES.

STABILIZATION WITH MULCH ONLY

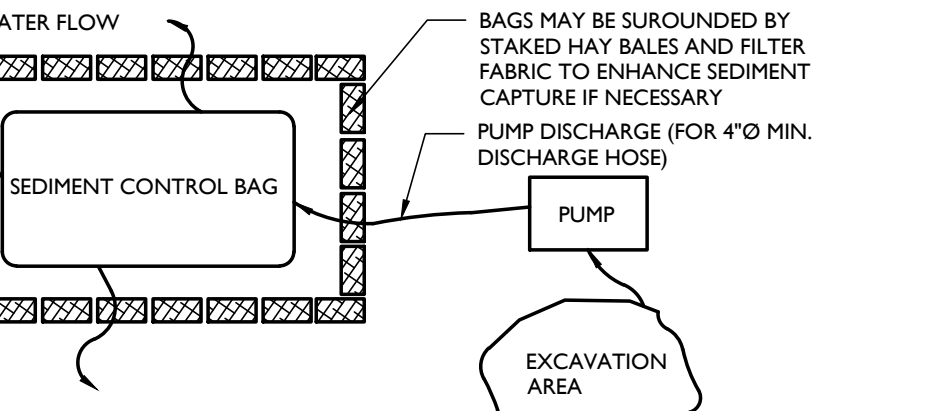
1. Site Preparation
- A. Grade as needed and feasible to permit the use of conventional equipment for seeded preparation, seeding mulch application, and mulch anchoring. All grading shall be done in accordance with standards for Land Grading.
- B. Install needed erosion control practices or facilities such as diversions, grade stabilization structures, channel stabilization measures, sediment basins and waterways.
2. Protective Materials
- A. Unrooted small-grain straw, at 2.0 to 2.5 tons per acre, is spread uniformly at 90 to 115 pounds per 1,000 sq ft and anchored with a mulch anchoring tool, liquid mulch binders, or netting (ie down. Once suitable materials may be used if approved by the Soil Conservation District. The approved rates above have been based on the mulch covers the ground completely upon visual inspection, i.e. the soil cannot be seen before the mulch.
- B. Synthetic or organic stabilizers may be used under suitable conditions and in quantities as recommended by manufacturer.
- C. Wood-Fiber or paper-Fiber mulch at the rate of 1,500 pounds per acre (or according to manufacturer's requirements) may be applied by a hydroseeder.
- D. Mulch nettings such as paper lute, monelloy, cotton or plastic, may be used.
- E. Woodchips applied uniformly to a minimum depth of 2 inches may be used. Woodchips will not be used on areas where flowing water could wash them away into the inlet and plug it.
- F. Gravel, crushed stone, or slag at the rate of 9 cubic yards per acre (1,000 sft.) applied uniformly to a minimum depth of 3 inches may be used. Size 2 or 3 (ASTM C-33) is recommended.
3. Mulch Anchoring shall be accomplished immediately after placement to minimize loss by wind or water. This may be done by one of the following methods, depending upon the size of the area, steepness of slopes and costs.
- A. Peg and Twine. Drive 8 to 10 inch wooden pegs within 2 to 3 inches of the soil surface every 4 feet in all directions. Stakes may be driven before or after applying mulch. Secure mulch to soil surface by stretching twine between pegs in a crisscross and a square pattern. Secure twine around each peg with two or more round turns.
- B. Mulch Netting- Staple paper, jute, cotton or plastic nettings to the soil surface. Use degradable nettings in areas to be mowed.
- C. Crimper (mulch anchoring couler tool) A tractor draw implement, somewhat like a disc harrow, especially designed to push or cut some of the broadcast long fiber mulch 3 to 4 inches into the soil as to anchor it and leave part standing upright. This technique is limited to areas traversable by tractor, which must operate on the contour of slopes. Straw mulch rate must be 3 tons per acre. No tackifying or adhesive agent is required.
- D. Liquid Mulch-Binders May be used to anchor soil on dry, or or stony mulch.
1. Applications should be heavier at edges where wind may catch the mulch, in valleys, and at crests of banks. The remainder of the area should be uniform in appearance.
2. Use one of the following:
- a. Organic and Vegetable Based Binders - Naturally occurring, powder based, hydrophilic materials when mixed with water formulates a gel and when applied to mulch under satisfactory curing conditions will form membranous networks of insoluble polymers. The vegetable gel shall be physiologically harmless and not result in a phytotoxic effect or impede growth of turf grasses. Use at rates and weather conditions as recommended by the manufacturer to anchor mulch materials. Many new products are available, some of which may need further evaluation for use in this state.
- b. Synthetic Binders High polymer synthetic emulsion, miscible with water when diluted and following application to mulch, drying and curing shall no longer be soluble or dispersible in water. It shall be applied at rates recommended by the manufacturer and remain tacky until germination of grass.

DUST CONTROL

DUST CONTROL METHODS:

1. APPLY MULCHES OR VEGETATIVE COVER AS PER N.J. SOIL EROSION AND SEDIMENT CONTROL STANDARDS.
2. TILL AND ROUGHEN SURFACE AND BRING CLOS TO THE SURFACE. THIS IS A TEMPORARY EMERGENCY MEASURE WHICH SHOULD BE USED BEFORE SOIL BLOWING STARTS. BEGIN PLOWING ON WINDWARD SIDE OF SITE. CHISEL-TYPE PLOWS SPACED ABOUT 12 INCHES APART AND SPRING-TOOTHED HARROWS ARE EXAMPLES OF EQUIPMENT WHICH MAY PRODUCE THE DESIRED EFFECT.
3. SPRINKLE THE SITE UNTIL THE SURFACE IS WET.
4. ERECT BARRIERS SUCH AS SOLID BOARD FENCES, SNOW FENCES, BURLAP FENCES, CRATE WALLS, BALES OF HAY AND SIMILAR MATERIAL TO CONTROL AIR CURRENTS AND SOIL BLOWING.
5. APPLY CALCIUM CHLORIDE IN THE FORM OF LOOSE, DRY GRANULES OR FLAKES FINE ENOUGH TO FEED THROUGH COMMONLY USED SPREADERS AT A RATE THAT WILL KEEP SURFACE MOST BUT NOT CAUSE POHON OR PLANT DAMAGE. NOT SUITABLE ON STEEPER SLOPES NEAR THE STREAMS OR POTENTIALLY ACCUMULATE AROUND PLANTS.
6. COVER SURFACE WITH CRUSHED STONE OR COARSE GRAVEL.
7. USE SPRAY ON ADHESIVE ON MINERAL SOILS (NOT EFFECTIVE ON MUCK SOILS). KEEP TRAFFIC OFF THESE AREAS. MATERIALS AS FOLLOWS:

MATERIAL	WATER DILUTION	TYPE OF NOZZLE	APPLY GALLONS/ACRE
ANIONIC ASPHALT EMULSION	7:1	COARSE SPRAY	1200
LATEX EMULSION	12.5:1	FINE SPRAY	235
RESIN IN WATER	4:1	FINE SPRAY	300
POLYACRYLAMIDE (PAM) - SPRAY ON POLYACRYLAMIDE (PAM) - DRY SPREAD			APPLY ACCORDING TO MANUFACTURER'S INSTRUCTIONS. MAY ALSO BE USED AS AN ADDITIVE TO SEDIMENT BASINS TO FLOCCULATE AND PRECIPITATE SUSPENDED COLLOIDS. SEE SEDIMENT BASIN STANDARD, P. 26-1
ACICULATED SOY BEAN SOAP/STICK	NONE	COARSE SPRAY	1200



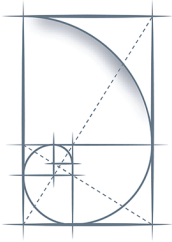
NOTES:

1. THE GEOTEXTILE SEDIMENT CONTROL BAG SHALL BE LOCATED TO MINIMIZE INTERFERENCE WITH CONSTRUCTION ACTIVITIES AND PEDESTRIAN TRAFFIC AND PROVIDES FOR EASE OF ACCESS BY HEAVY EQUIPMENT, CLEANOUT, DISPOSAL OF TRAPPED SEDIMENT, AND PROPER RELEASE OF FILTER WATER.
2. THE FILTER BAG SHALL BE LOCATED MINIMUM 50 FEET AWAY FROM ALL WETLANDS, STREAM AND SURFACE WATERWAYS.
3. THE BAG SHALL BE PLACED IN A LOCATION THAT IS VEGETATED THAT IS RELATIVELY LEVEL, OR ON A 2" THICK GRAVEL PAD, OR ON A 4" THICK STRAW MAT, TO ALLOW WATER TO FLOW OUT OF BAG IN ALL DIRECTIONS, AND PROPER RELEASE OF FILTER WATER.
4. BAG SHALL BE SIZED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS BASED ON THE PUMP DISCHARGE RATE. WHEN THE REMAINING BAG FLOW AREA HAS BEEN REDUCED BY 75%, REPLACE WITH A NEW BAG.
5. DISPOSE THE SEDIMENT IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS. SPREAD THE SEDIMENT IN THE APPROPRIATE UPLAND AREA.

SEDIMENT CONTROL BAG FOR DEWATERING DETAIL

NOT TO SCALE

NO.	DATE	DESCRIPTION	DRAWN BY		
PRELIMINARY & FINAL MINOR SITE PLAN – TAX MAP SHEET #40					
OF					
LOT 7, BLOCK 4003					
CITY OF ASBURY PARK MONMOUTH COUNTY NEW JERSEY					
			SOIL EROSION AND SEDIMENT CONTROL NOTES & DETAILS		
SCALE: NONE			DRAWN BY: DJP		
DATE: 4/05/24			JOB NO.: 18183		
			SHEET NO.: 7 of 7		
			WALTER JOSEPH HOPKIN PROFESSIONAL ENGINEER, LIC. NO. 40673		



SONNENFELD + TROCCHIA ARCHITECTS, P.A.

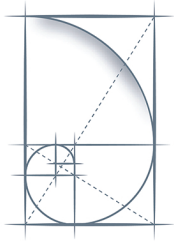
53 Main Street, Holmdel, NJ 07733 | 732.946.7777 | www.st-architects.com

MEMO

TO: Michele Alonso
COPY: Bill Stuckey
FROM: Andy Trocchia
DATE: October 28, 2024
RE:

Due to a new CAFRA policy, redesign of the Kingsley Avenue Restaurant project has been necessary since our presentation to the TRC on June 10, 2024. The design remains virtually the same; however, the following changes were required:

1. To comply with the new CAFRA policy, the first floor of the building must be raised to elevation 14.0', four feet above the sidewalk elevation, and the building foundation walls have been removed to allow flood water to pass below the building and to reduce the net fill;
2. A "skirt" consisting of 5-1/2" planks with 1-1/2" gaps is proposed to conceal the crawlspace area while allowing water to flow below the building;
3. A platform lift has been added to allow barrier-free access from the sidewalk level to the new first floor level;
4. Stairs have been added to the Wine Shop to reach the new first floor level. A door connecting the restaurant lobby and the wine shop has been added to allow disabled Wine Shop patrons the ability to utilize the restaurant platform lift to access the shop;
5. A raised platform, steps and service ramp have been added to the north side of the building to allow the exit stair door to exit above the flood elevation;
6. Due to the policy change, the height of the building has increased by 4'.



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July 26, 2024

Ms. Michele Alonso
 Director of Planning & Redevelopment
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712

**RE: 209-213 Fourth Avenue, LLC
 201 Kingsley Street
 Block 4003, Lot 7**

Dear Ms. Alonso:

As a result of our meeting with the TRC on June 10, 2024 and prior conversations with Michael Sullivan, the site plan approval documents dated July 26, 2024 have been revised to address the following comments:

1. Building projections previously within the City right of way have been adjusted to fall within the property. (Property lines are reflected on Sheet SP-1.0.) The sign has been revised from projecting to façade signs. The depth of the entry canopies have been reduced and the style of folding doors in the bar area and restaurant have been revised to open into the building. Lastly, the roof deck pergola has been reduced to fall within the property.
2. A countertop and seating is now proposed in the bar area at the low wall adjacent to the sidewalk.
3. The West Elevation has been revised to add a panel for artwork as well as additional decorative bands.
4. To limit disturbance to the residents to the west of the building, the doors to the Refuse Room have been removed. Refuse will be removed via the service corridor to the northside door.
5. The building will be equipped with flood barriers at all exterior doors except the exit door from Stair 2. This stairwell has been revised to allow egress above the flood elevation to an exterior landing.
6. The exterior finish material at the low wall adjacent to the Wine Shop has been revised to match the material utilized at the restaurant section of the building.
7. The west side of the building is 5' from the property line. The Building Code allows up to 15% window openings. The current percentage of openings is 3.1%. Therefore, although the number of windows is less than the required minimum of 20%, it is compliant with the Building Code.

Ms. Michele Alonso
 Director of Planning & Redevelopment
 City of Asbury Park
 July 26, 2024
 Page 2 of 3

8. The East, North and South Elevations will comply with the void-to-solid ratio requirements. East facing elevation (Kingsley) is 36.5%, north facing equals the 20% requirement and the south facing (Second Avenue) is 25%.
9. Two façade signs are now proposed versus the single projecting sign previously proposed. The façade sign facing Kingsley will not be visible from Second; therefore, an additional sign facing Second Avenue is proposed. Each sign is 2' wide by 14' high (28 sf) and will contain raised back-lit halo letters. Total sign area equals 56 square feet. Please note, the WRP (3.7 Architectural Design Guidelines- Attached Elements) allows for one 2-sided blade sign for each business which may project over the sidewalk so long as it does not interfere with pedestrian flow. It may not exceed 4 square feet. The proposed sign is significantly larger than allowed; however, the WRP recognizes projections over sidewalks.
10. A sign designating the Wine Shop is proposed on the face of the entry canopy. The WRP (3.7 Architectural Design Guidelines- Attached Elements) allows for an "awning" to have an inscription on its "flap" not to exceed 6" in height. We are proposing raised 6" high back-lit halo letters on the face of the entry canopy.
11. A plaque reflecting the name of the architectural firm and date has been added to the front façade.
12. Trash receptacles have been reflected in the Refuse Room. The Owner's representative has indicated that there will be a private trash hauler and pick-ups will be scheduled to satisfy demand.

Please contact our office with any questions or concerns.

Sincerely,



Andrew F. Trocchia Jr., AIA NCARB
 Sonnenfeld + Trocchia Architects, PA



Minutes
Meeting of the Municipal Council
Wednesday, October 23, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-456 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

City Clerk Lisa Esposito called the meeting to order at 6:05 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

ITEMS TO BE PRESENTED:

Matters from City Council

Minutes Acceptance: Minutes of Oct 23, 2024 6:00 PM (Minutes)

Council member Ahbez-Anderson stated, good evening, everyone, I just wanted to report out to you. First of all, I have been asked by some of the residents when they see me out in the community, “what committees are you on?” and I shared what I serve on, Recreation, the Asbury Park Housing Authority, and also APTV. And they asked me, “Well, what about the minutes? Can you share that with us?” so I’m speaking for myself, I’m going to report out to you on the committees I serve on. One, is Recreation. Next Thursday we have something for our little goblins, and it is the Trunk-or-Treat. I put a call out at our last meeting and the homeowner’s association and I asked for volunteers and I am really happy to say that you all responded well. You have donated candy and we have about 34-40 cars. And the kids are really going to have a wonderful time so I just wanted to say thank you, to all of you, for your generosity and participating to make this a really fun event. Ms. Cassandra Dickerson, she has been working really hard on a fun day, and it is this Saturday, it’s going to be at Sunset Park and it’s from 1:00PM to 4:00PM, that’s between Main Street, 5th, and Sunset Avenues. So come out and celebrate fall with free fun foods and giveaways. So that is this Saturday and I hope to see you then. That’s my report, and I thank you so much.

Council member Chapman stated, I’d just like everyone to know that Asbury Park Arts Council is pleased to present its 3rd annual AP&3 screening premiere event on Sunday November, 3rd 6:30PM at the Jersey Shore Arts Center in Neptune. The event will showcase the films of 11 finalists of this years AP&3 film challenge, the only film making event held in Asbury Park. The challenge requires film makers to produce a 3-minute film using specific requirements shot in Asbury Park over the course of 3 weeks and is then judge by a panel of film creatives. It’s really a cool event so I hope you’ll all come out and see it, the films are great, it’s a lot of fun, and it supports the Asbury Park Arts Council.

Deputy Mayor Quinn stated, I just want to acknowledge the community activist we’ve lost in the last couple of weeks, Katherine Murphy, she was integral in moving Asbury Park in a more green and equitable direction, and so we give our heartfelt condolences to her family. Asbury will miss her.

Mayor Moor stated, I will just echo that also, and Katherine was a good friend, and she was very instrumental in the North End Boardwalk and there will be a bench one day on the North End in honor of her. I’m so happy two weeks ago she was here and she spoke at the microphone, and nobody saw this coming, so it hit us all hard. Thank you.

Matters from City Manager

City Manager, Lillian Nazzaro had no matters at this time.

Matters from City Attorney

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

1. Environmental Shade Tree Commission Community Garden Presentation
Tom Pivinski discussed the Community Garden on behalf of the Environment Shade Tree Commission, and provided updates on ETSC projects in town.

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Mayor Moor to open the meeting to the public. All were in favor. The following members of the public spoke: Nancy Sabino made a comment about Third Avenue and traffic lights; Regina Sherwin made a comment about changing rooms and restroom areas on the beach and boardwalk, and vacant buildings along Main Street; and Kerry Butch made a comment about parking on Deal Lake Drive and Eighth Avenue. A motion to close the meeting to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

MINUTES

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

1. Municipal Council- Executive Meeting October 9, 2024 4:00 PM
2. Municipal Council - Regular Meeting - Oct 9, 2024 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2024-457 Resolution Authorizing An Accelerated Electronic Tax Sale Administered By Realauktion.Com, LLC
- 2024-458 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds

INDIVIDUAL RESOLUTIONS

- 2024-459 Resolution Approving Payment of Bills

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

2024-460 Resolution Authorizing Payment for Emergency Sewer Repairs Needed

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

2024-461 Resolution Authorizing The City of Asbury Park To Execute A License Agreement For Encroachment Into An Area of The City Right-Of-Way Adjacent To The Property Located At 550 Cookman Avenue (Block 3105, Lot 4.01).

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

2024-462 Resolution Authorizing Streetscape Maintenance Jurisdictional Agreement Between the City of Asbury Park and The New Jersey Department of Transportation for State Route 71 Main Street

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

2024-463 Resolution of The City Council of The City of Asbury Park, New Jersey Amending The Infrastructure Component Report For The Waterfront Redevelopment Area

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

2024-464 Resolution Awarding a Bid for Boardwalk Decking Removal and Replacement Project

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

2024-465 Resolution Authorizing an Award to Artists for the Participatory Budget Art Bench Program

RESULT: ADOPTED [3 TO 1]
MOVER: Eileen Chapman, Councilmember
SECONDER: Amy Quinn, Deputy Mayor
AYES: Eileen Chapman, Amy Quinn, John Moor
NAYS: Angela Ahbez-Anderson
ABSENT: Yvonne Clayton

2024-466 Resolution Authorizing PEPPM Cooperative Purchasing Membership

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

2024-467 Resolution Authorizing the Release of the Performance Bond For 302 Atkins Avenue (Block 1203, Lots 1)

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

ADJOURNMENT

The meeting was adjourned at 6:44 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:44 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Oct 23, 2024 6:00 PM (Minutes)



RESOLUTION NO. 2024-469

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on November 13, 2024 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Husker Film Shoot

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-469 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.


Lisa Esposito, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: 12.9.24 - 12.16.24 Rain Date: TBD

Time of Event: TBD to TBD Setup time: TBD Break-down time: TBD

Name of Event: "HUSKER" Film Shoot

Location of Event: Various locations within Asbury Park. I

Type of Event (check all that apply):

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

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

Attachment: husker 11.13 mtg (2024-469 : Special Event Applications)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-470

Homeowner is requesting a Subordination of Mortgage for a refinance of the property located at 700 Second Avenue, Asbury Park.

**RESOLUTION NO. 2024-470**

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

**RESOLUTION AUTHORIZING THE MAYOR & CITY COUNCIL TO EXECUTE A
SUBORDINATION OF MORTGAGE FOR DAVID BEATTY FOR PROPERTY
LOCATED AT 700 SECOND AVENUE, ASBURY PARK, NEW JERSEY**

WHEREAS, the City of Asbury Park, through its RCA program executed a mortgage to David Beatty in the total amount of \$50,836, for the repairs to 700 Second Avenue, Asbury Park, Block 2706 Lot 6, which was recorded at the Office of the Monmouth County Clerk, Book OR-9283, Page 5768; and

WHEREAS, David Beatty is requesting a Subordination of Mortgage for a refinance of the property-placing the amount of \$705,000 in first position against the property appraised at \$1,175,000; and

WHEREAS, David Beatty applied for an RCA Loan in 2017 for the total amount of \$50,836; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Subordination of the Mortgage by the City with respect to 700 Second Avenue, Asbury Park.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-470 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



~~Lisa Esposito~~, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK

Cassandra Dickerson

From: Carlton Kromer <ckromer@kromerlaw.com>
Sent: Tuesday, October 1, 2024 5:22 PM
To: megan@cgph.net; Cassandra Dickerson
Cc: Cara Tomasulo
Subject: [EXTERNAL] RCA mortgage
Attachments: RCA Mortgage.pdf

I represent the borrower of the attached \$50,000 RCA mortgage. He is considering refinancing the property. He intends to continue to own the property throughout the entire 10 period to qualify for the forgiveness. Will you subordinate the RCA mortgage to the new financing? How do we go about getting a subordination agreement signed?

E. Carlton Kromer
Attorney

Kromer Law Firm, LLC
3321 Doris Avenue, Building B, Suite 1, Ocean, NJ 07712

T: (732) 455-5555
F: (732) 455-5556
E: ckromer@kromerlaw.com

Satellite office in Jersey City

Attachment: David Beatty Refinance Documents 10-2024 (2024-470 : Resolution Authorizing the Mayor & City Council to Execute a

Cassandra Dickerson

From: David Landri <dlandri@cgph.net>
Sent: Monday, October 7, 2024 11:37 AM
To: Cassandra Dickerson
Cc: Lillian Nazzaro
Subject: [EXTERNAL] 702 2nd Ave., Asbury Park Subordination Request (10-7-24)
Attachments: Loan_Application_(David)_V3.pdf; 700 2nd. Ave., Asbury Park LOI.pdf; 700 2nd Ave - Payoff.pdf; Appraisal.pdf; RCA Mortgage.pdf; SUBORDINATION-OF-MORTGAGE-New-Jersey.pdf

Importance: High

Hi Cassandra,

I have reviewed the subordination request for 702 2nd Ave. and found the following:

1. The appraised value of the home is \$1,175,000.
2. The new loan will be for \$705,000.
3. The retained equity will be \$470,000.
4. The retained equity is sufficient to protect the City's RCA loan in the amount of \$50,836.

The following items are attached:

1. Loan application.
2. Letter of intent.
3. Payoff statement for current mortgage.
4. Appraisal.
5. Copy of RCA loan.
6. Subordination template to be completed upon the City's review and approval of the request.

Thank you,

David A. Landri
 Senior Housing Rehabilitation Specialist

dlandri@cgph.net
 609-664-2783

1249 South River Road, Suite 301
 Cranbury, NJ 08512-3633
 Fax 609 664-2786
 Company Website: www.cgph.net
 Home Improvement Program Website: www.hip.cgph.net
 Affordable Homes For Sale and Rent: www.affordablehomesnewjersey.com

Visit the Housing Rehabilitation/Home Improvement Department on Social Media.
 Facebook: facebook.com/hip.cgph
 Instagram: www.instagram.com/cgph_home_improvements/



CITY OF ASBURY PARK
REGIONAL CONTRIBUTION AGREEMENT REHABILITATION PROGRAM
MORTGAGE

This Mortgage is made and dated NOVEMBER 9, 20 17
between

DAVID BEATTY
509 THIRD AVENUE APT. 1
ASBURY PARK, NJ 07712

(from now on called the "Borrower")
and

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

(from now on called the "Lender")

The words Borrower and Lender include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lender and (b) anyone else who takes this Mortgage by transfer or assignment.

NOTE: The Borrower is borrowing the sum of (\$ 50,835) (the Principal) from the Lender. In return for this loan, the Borrower has signed a Note dated NOVEMBER 9, 20 17 (the Note).

MORTGAGE AS SECURITY: The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, grants and conveys to the Lender all of the land, buildings, and other improvements (now or in the future erected) owned by the Borrower and located at Blk/Lot 2706/6 700 SECOND AVENUE in the CITY of ASBURY PARK County of MONMOUTH and State of New Jersey (the property), the legal description of which is:
SEE ATTACHED

RETURN ADDRESS:
CITY OF ASBURY PARK
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712
RCA DEPARTMENT



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-471

John & Linda Nguyen have satisfied the 10 year loan interest free deferred loan payment period and are requesting a Discharge of Mortgage.



RESOLUTION NO. 2024-471

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

RESOLUTION AUTHORIZING THE MAYOR & CITY COUNCIL TO EXECUTE A DISCHARGE OF MORTGAGE FOR JOHN & LINDA NGUYEN FOR PROPERTY LOCATED AT 1202 SUNSET AVENUE, ASBURY PARK, NEW JERSEY

WHEREAS, the City of Asbury Park, through its Regional Contribution Agreement (RCA) Program, executed a mortgage to John & Linda Nguyen in the total amount of \$23,775 for repairs to 1202 Sunset Avenue, Asbury Park, Block 2303 Lot 11, which was recorded at the Office of Monmouth County Clerk, Book OR-9109, Page 1346; and

WHEREAS, the City agreed to grant the borrower an interest free deferred payment loan in the amount of \$23,775 on August 11, 2014 for a period of ten years; and

WHEREAS, John & Linda Nguyen has satisfied the ten (10) year interest free deferred payment loan period and is requesting a Discharge of Mortgage for 1202 Sunset Avenue; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Discharge of the Mortgage by the City with respect to 1202 Sunset Avenue, Asbury Park.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-471 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



~~Lisa Esposito, City Clerk~~ 11/14/2024

LISA ESPOSITO
CITY CLERK

Discharge of Mortgage

A certain Mortgage dated August 11, 2014 was made by The City of Asbury Park
1 Municipal Plaza, Asbury Park, NJ 07712
to John & Linda Nguyen 1202 Sunset Avenue, Asbury Park,
New Jersey 07712

This Mortgage was made to secure payment of \$ 23,775.00 and interest. It was recorded or
registered in the office of the county recording officer of Monmouth County, State of New Jersey, on
April 29, 2015, in Mortgage Book 96-9109 on Page 1346.

1. This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be
discharged of record. This means that this Mortgage is now canceled and void.

2. I sign and CERTIFY to this Discharge of Mortgage on September 30, 2024

Witnessed or Attested by:

 (Seal)
Lillian D. Mazzaro, Esq. City Manager
City of Asbury Park



Lisa Basso, City Clerk

(Seal)

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on September 30, 2024 Lillian D. Mazzaro

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) executed this instrument as his or her own act.

SYLVIA A. SYLVIA-CIOFFI
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 04/01/2029
COMMISSION: #50101772


Sylvia A. Sylvia-Cioffi
D.B. of Business Development
Print name and title below signature

STATE OF NEW JERSEY, COUNTY OF Monmouth SS:
I CERTIFY that on September 30, 2024 Lillian D. Mazzaro

personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of the attached instrument;
(b) was authorized to and did execute this instrument as City Manager
City of Asbury Park the entity named in this instrument; and,
(c) executed this instrument as the act of the entity named in this instrument.

RECORD AND RETURN TO:

The City of Asbury Park
1 Municipal Plaza
Asbury Park NJ 07712
Attn: Community Development
Block Grant Program


Lillian D. Mazzaro, Esq. City Manager
City of Asbury Park
Print name and title below signature

(For Recorder's Use Only)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-472

Correcting address of the premises associated with the license as 660-662 Cookman Avenue, Asbury Park, NJ.



RESOLUTION NO. 2024-472

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

RESOLUTION AMENDING RESOLUTION 2024-300 APPROVING 2024-2025 ALCOHOLIC BEVERAGE CONTROL LICENSE FOR TBD, INC.-D/B/A/ TAKA RESTAURANT IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY, IN CERTAIN LIMITED RESPECTS

WHEREAS, on June 12, 2024, the City of Asbury Park (the “City”) adopted Resolution No. 2024-300 Approving 2024-2025 Alcoholic Beverage Control License for TBD, Inc. d/b/a Taka Restaurant, in the City (“Resolution No. 2024-300”); and

WHEREAS, Resolution No. 2024-295 approved the renewal of Alcoholic Beverage License Control license 1303-33-041-010 (the “license”) and incorrectly listed the address of the premises associated with the license as “660 Cookman Avenue, Asbury Park, NJ”; and

WHEREAS, the Mayor and City Council wish to amend Resolution No. 2024-300 to reflect the correct address of the premises associated with the license as 660-662 Cookman Avenue, Asbury Park, NJ.

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

1. That Resolution No. 2024-300 which was previously adopted by the Mayor and City Council on June 12, 2024, and which approved the renewal of Alcoholic Beverage License Control license 1303-33-041-010 (the “license”) for TBD, Inc. d/b/a Taka Restaurant, in the City, for the license year 2024-2025, is hereby amended to reflect the correct address of the premises associated with the license as 660-662 Cookman Avenue, Asbury Park, NJ.
2. That a certified copy of this Resolution shall be provided to each of the following:
 - a. TBD, Inc.;
 - b. State of NJ, Division of Alcoholic Beverage Control;
 - c. Lillian Nazzaro, Esq., City Manager; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-472 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



Lisa Esposito, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-473

Continuation grant from the State of New Jersey, Department of Human Services, Division of Mental Health Services in the amount of \$127,064 for the provision of mental health and system advocacy services to the residents of Asbury Park for the period January 1, 2025 through December 31, 2025.



RESOLUTION NO. 2024-473

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

RESOLUTION ACCEPTING MENTAL HEALTH GRANT FROM NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, DIVISION OF MENTAL HEALTH SERVICES

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 \$127,064 for the provision of mental health and system advocacy services to the residents of Asbury Park for the period January 1, 2025 through December 31, 2025.

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 and Addiction Services to accept said grant for a contract period beginning January 1, 2025 and terminating on December 31, 2025.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-473 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



~~Lisa Esposito~~, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK

City of Asbury Park, Department of Social Services

20208

Target Pop:
County:Adult Only
Monmouth01/01/25
12/31/25

Position # or Allocation	Budget Category	Hrs/Wk	TOTAL COST	DMHS SUBTOTAL	Special Services Systems Adv	General & Admin.
Basis			1	9	28	43
BUDGET SUMMARY:						
A. PERSONNEL SERVICES			155,874	155,874	155,874	0
B. CONSULTANT & PROFESSIONAL			90,360	90,360	90,360	0
C. MATERIALS & SUPPLIES			900	900	900	0
D. FACILITY COSTS			15,260	15,260	15,260	0
E. SPEC. ASSISTANCE TO CLIENTS			1,100	1,100	1,100	0
F. OTHER			4,360	4,360	4,360	0
TOTAL COSTS A-F			267,854	267,854	267,854	0
GEN. & ADMIN. DISTRIBUTION			0	0	0	0
TOTAL COSTS			267,854	267,854	267,854	0
REVENUES:						
CLIENT-GENERATED FEES			0	0	0	0
PUBLIC & PRIVATE GRANTS			140,790	140,790	140,790	0
OTHER AGENCY FUNDS			0	0	0	0
TOTAL REVENUES			140,790	140,790	140,790	0
NET OPERATING COSTS			127,064	127,064	127,064	0
EQUIPMENT			0	0	0	0
DHS CONTRACT CEILING (DEFICIT)			127,064	127,064	127,064	0

MODIFICATION

City of Asbury Park, Department of Social Services
20208

Target Pop: County:

Adult Only Monmouth

01/01/25 12/31/25

Position # or Allocation	Budget Category	Hrs/Wk	TOTAL COST	DMHS SUBTOTAL	Special Services Systems Adv	General & Admin.
Basis			1	9	28	43
PROGRAM COMMITMENTS						
TOTAL OPERATING BUDGET			267,854	267,854	267,854	
TOTAL CLIENTS SERVED					850	
COST PER CLIENT SERVED					315	
TOTAL UNITS OF SERVICE					3,000	
COST PER UNIT OF SERVICE					89	

City of Asbury Park, Department of Social Services
20208

Target Pop:
County:

Adult Only 01/01/25
Monmouth 12/31/25

Position # or Allocation	Budget Category	Hrs/Wk	TOTAL COST	DMHS SUBTOTAL	Special Services Systems Adv	General & Admin.
Basis			1	9	28	43

BUDGET DETAIL:

A. PERSONNEL:

1 Case Manager	17	39,822	39,822	39,822
2 Director	17	48,562	48,562	48,562
3 Case Manager	17	31,498	31,498	31,498

Do Not Use This Line
TOTAL SALARIES & WAGES

119,882 119,882 119,882 0

Total Hours Per Week 51.0

Typical # Hours for FTE Work Week 35.0

Full-Time Equivalent Positions 1

SALARY PERCENTAGES 100.00% 100.00% 100.00% 0.00%

FRINGE BENEFITS:

FICA	0	0	0
Unemployment Insurance	0	0	0
Health Insurance	0	0	0
Pension Plan	0	0	0
Total fringe @ 30% of Wages	35,992	35,992	35,992

City of Asbury Park, Department of Social Services
20208Target Pop:
County:Adult Only
Monmouth
01/01/25
12/31/25

Position # or Allocation	Budget Category	Hrs/Wk	TOTAL COST	DMHS SUBTOTAL	Special Services Systems Adv	General & Admin.
Basis			1	9	28	43
Do Not Use This Line			0	0		
TOTAL FRINGE BENEFITS			35,992	35,992	35,992	0
TOTAL PERSONNEL SERVICES			155,874	155,874	155,874	0
B. CONSULTANT & PROFESSIONAL: VNA Nursing Services			90,360	90,360	90,360	
Do Not Use This Line			0	0		
TOTAL CATEGORY B			90,360	90,360	90,360	0
C. MATERIALS & SUPPLIES: Office Supplies (in kind) RN Supplies and Patient Education Computer Equipment and Supplies Copier Supplies			800 100 0 0 0	800 100 0 0 0	800 100 0 0 0	
Do Not Use This Line			0	0		
TOTAL CATEGORY C			900	900	900	0
D. FACILITY COSTS: Depreciation expense Mortgage loan interest expense Rent - - space & equipment Maintenance & repairs			0 0 12,960 1,500 0	0 0 12,960 1,500 0	0 0 12,960 1,500	
Utilities			800	800	800	

BUDGET INFORMATION

City of Asbury Park, Department of Social Services
20208Target Pop:
County:Adult Only 01/01/25
Monmouth 12/31/25

Position # or Allocation	Budget Category	Hrs/Wk	TOTAL COST	DMHS SUBTOTAL	Special Services Systems Adv	General & Admin.
Basis			1	9	28	43
Insurance			0	0	0	
			0	0		
			0	0	0	
Do Not Use This Line			0	0		
TOTAL CATEGORY D			15,260	15,260	15,260	0
E. SPEC. ASSISTANCE TO CLIENTS:						
Medication Assistance			0	0		
			1,000	1,000	1,000	
Personal Items			100	100	100	
			0	0		
Do Not Use This Line			0	0		
TOTAL CATEGORY E			1,100	1,100	1,100	0
F. OTHER						
Travel & Transportation			0	0	0	
Communications			2,000	2,000	2,000	
Trainings, Conferences & Meetings			190	190	190	
Dues & Subscriptions			250	250	250	
Advertising & Recruitment			0	0	0	
Computer/Typewriter Maint/ Software			0	0	0	
Vehicle Maint.			1,500	1,500	1,500	
Information Systems			0	0	0	
			0	0		
Staff Insurance			420	420	420	
Indirect Cost Rate			0	0		
Do Not Use This Line			0	0		
TOTAL CATEGORY F			4,360	4,360	4,360	0

City of Asbury Park, Department of Social Services
 20208

Target Pop:
 County:

Adult Only 01/01/25
 Monmouth 12/31/25

Position # or Allocation	Budget Category	Hrs/Wk	TOTAL COST	DMHS SUBTOTAL	Special Services Systems Adv	General & Admin.
Basis			1	9	28	43
TOTAL COSTS A-F			267,854	267,854	267,854	0
PERCENT OF TOTAL COSTS			100.00%	100.00%	100.00%	0.00%
PERCENT OF DIRECT COSTS			100.00%	100.00%	100.00%	
Total Cost	GENERAL & ADMIN. DISTRIBUTION		0	0	0	0
TOTAL OPERATING BUDGET A-G			267,854	267,854	267,854	
REVENUES:						
CLIENT-GENERATED FEES:						
Medicaid Fees			0	0		
Medicare Fees			0	0		
Other Third-Party Insurance Fees			0	0		
Individual / Family Fees			0	0		
Nutrition program fees			0	0		
Other (List)			0	0		
Do Not Use This Line			0	0		
TOTAL CLIENT-GENERATED FEES			0	0	0	
PUBLIC & PRIVATE GRANTS:						

Page 7 of 7



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-474

Resolution authorizing the payment of bills in the amount of \$6,117,075.55



RESOLUTION NO. 2024-474

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$6,117,075.55

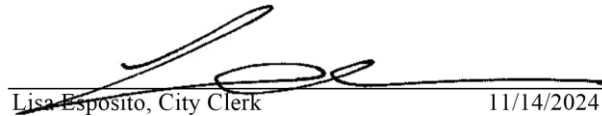
BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute and issue warrants for payment of said vouchers, but only if and when the conditions of the City Treasury shall permit.

CURRENT VOUCHERS	\$ <u>6,117,075.55</u>
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TOTAL VOUCHERS	\$ <u>6,117,075.55</u>
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I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-474 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.


Lisa Esposito, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
 Format: Condensed Held: N Aprv: N Rcvd: N
 Range: 3-First to 4-zz-zz-zzz-zzz-zzz Bid: Y State: Y Other: Y Exempt: N
 Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/24 Include Non-Budgeted: N
 Vendors: All
 Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
3-01-20-100-000-208	ADMINISTRATION Events					
FORWA005	FORWARD MOBILE ENTERPRISES LLC 24-02862 Entertainment-Clayton Event			820.58	0.00	
	Extd Total: ADMINISTRATION			820.58		
	Department Total: ADMINISTRATION			820.58		
	CAFR Total:			820.58		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
3-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
GEARW005	GEAR WASH 24-02964 INVOICE #501-8 12/29/23 WORK			3,921.58	0.00	
	Extd Total: FIRE DEPARTMENT			3,921.58		
	Department Total: FIRE DEPT.			3,921.58		
	CAFR Total:			3,921.58		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
3-01-26-305-000-209	SOLID WASTE Fees					
WASTE005	WASTEQUIP MANUFACTURING 23-01423 30 CU YD ROLL-OFF CONTAINER			5,615.00	0.00	
	Extd Total: SOLID WASTE COLLECTION			5,615.00		
	Department Total: SOLID WASTE			5,615.00		
	CAFR Total:			5,615.00		
	Fund Total: CURRENT			10,357.16		
	Year Total:			10,357.16		
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
4-01-20-100-000-208	ADMINISTRATION Events					
ARLFEL	ARLAN FEILES 24-02916 Performance-Clayton's Event			500.00	0.00	
4-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005	KYLE MCMANUS ASSOCIATES LLC 24-02889 August Invoices			1,396.50	0.00	
MONCLE	MONMOUTH COUNTY CLERK 24-02971 Discharge of Mortgages			24.00	0.00	
CGPHL005	CGP&H, LLC 24-02995 INVOICE #51788 HOUSING REHAB			950.00	0.00	

Attachment: Bill List November 13, 2024 (2024-474 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-100-000-209 SUREN005 SURENIAN, EDWARDS, BUZAK &	ADMINISTRATION Professional Services Continued 24-03057 September RCA Fees			<u>7,287.24</u> 9,657.74	0.00	
4-01-20-100-000-240 GEORG005 GEORGE BATES STUDIO	ADMINISTRATION Public Arts Commission 24-03092 Street Mural -George Bates			3,000.00	0.00	
4-01-20-100-000-244 FORWA005 FORWARD MOBILE ENTERPRISES LLC	ADMINISTRATION Quality of Life Comm. 24-02862 Entertainment-Clayton Event			339.42	0.00	
Extd Total: ADMINISTRATION				13,497.16		
Department Total: ADMINISTRATION				13,497.16		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
4-01-20-120-000-217 THECOA THE NEW COASTER, LLC	MUNICIPAL CLERK Ads&Promotion 24-03065 #9318 ord 2024-31 adoption			26.78	0.00	
4-01-20-120-000-238 NJDIVS NJ DIVISION OF ABC	MUNICIPAL CLERK Contractual 24-03100 2024-2025 Liquor Licenses			126.00	0.00	
Extd Total: MUNICIPAL CLERK				152.78		
Department Total: MUNIC CLERK				152.78		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-202 CRAPRI CRAFTMASTER PRINTING, INC.	FINANCE Office Supplies 24-03034 THREE PART PURCHASE ORDERS			1,876.00	0.00	
4-01-20-130-000-204 ACAFGI ACACIA FINANCIAL GROUP, INC.	FINANCE Outside Services 24-03104 Invoice 2024-04 General Fees			92.50	0.00	
4-01-20-130-000-205 GANNE005 GANNETT NEW YORK/NEW JERSEY	FINANCE Ads 24-03059 BID SOLID WASTE/RECY ADDENDA 1			71.08	0.00	
4-01-20-130-000-206 MUNCAP MUNICIPAL CAPITAL CORPORATION	FINANCE Copier 24-03048 #40115602 Payment #15 of 60			2,561.08	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	24-03049 #40057114 Payment #56 of 60			1,561.45	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	24-03070 #40057114 Payment #56 of 60			1,561.45	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION	24-03071 #40115602 Payment #14 of 60			<u>2,561.08</u> 8,245.06	0.00	
4-01-20-130-000-223 THEM0005 THE MONROE CONDOMINIUM	FINANCE Condo Reimbursements 24-02978 3rd Q Trash Reimbursements			1,421.40	0.00	
15010CE 1501 Ocean Av. Condo Assoc. Inc	24-03033 Jan. - Sept. Trash Reimb.			<u>14,555.75</u> 15,977.15	0.00	

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

P 3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-130-000-248	FINANCE Petty Cash					
CITY	CITY OF ASBURY PARK	24-03145	Petty Cash Replenishment	188.33	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			26,450.12		
	Department Total: FINANCE			26,450.12		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
4-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
MONARCH	MONARCH ELECTRIC COMPANY	24-01797	Q#S125792064 Firehouse	125.84	0.00	
CDWGOV	CDW GOVERNMENT LLC	24-02756	Headsets for Cms 1CFSMTR	106.20	0.00	
SHIINT	SHI INTERNATIONAL CORP	24-02783	25310701 PD iPads	1,012.36	0.00	
WBMASON	W.B.MASON CO., INC.	24-02809	PD DB Keyboards	278.20	0.00	
AMAZO005	AMAZON.COM SERVICES	24-02882	Optimum TV Remotes for PD	18.00	0.00	
CDWGOV	CDW GOVERNMENT LLC	24-02920	Q#1CFW7GW Car Chargers	176.22	0.00	
				1,716.82		
4-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
TANGE005	TANGENT COMPUTER, INC.	24-02459	E-Mail System Upgrades	6,520.00	0.00	
4-01-20-140-000-226	COMPUTER DATA PROC. Verizon Connect					
SAMSA005	SAMSARA INC.	24-01846	7/1 -12/31/24 FLEET MANAGEMENT	18,295.52	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			26,532.34		
	Department Total: COMPUTER MIS			26,532.34		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
4-01-20-145-000-202	TAX REV ADMIN Office Supplies					
GREFIN	GREATAMERICA FINANCIAL SVCS.	24-03111	FOLDING MACHINE DECEMBER 2024	389.00	0.00	
4-01-20-145-000-209	TAX REV ADMIN Fees					
GREFIN	GREATAMERICA FINANCIAL SVCS.	24-02976	INVOICE #37647224 NOVEMBER	514.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			903.00		
	Department Total: TAX REV ADMIN			903.00		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
4-01-20-150-000-209	TAX ASSESSOR Fees					
COUTAX	COUNTY TAX ADMINISTRATOR	24-03148	Record Access Fees 2024	1,691.82	0.00	
	Extd Total: TAX ASSESSOR			1,691.82		
	Department Total: TAX ASSESSOR			1,691.82		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
4-01-20-151-000-201	DIRECTOR OF COMMUN. office Supplies					
AMAZO005	AMAZON.COM SERVICES	24-02910	Brochure & Postcard Holders	100.77	0.00	

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-151-000-205	DIRECTOR OF COMMUN. Printing/Mailing					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-02831	Social Services Brochure	362.00	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			462.77		
	Department Total: DIRECTOR OF COMMUNICATIONS			462.77		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
4-01-20-155-000-209	LEGAL SERVICES Fees					
MARFAL	MARAZITI FALCON, LLP	24-02921	PROFESSIONAL SERVICES RENDERED	385.00	0.00	
DILWO005	DILWORTH PAXSON, LLP	24-02994	Invoice 613394 900 Springwood	70.00	0.00	
				455.00		
	Extd Total: LEGAL SERVICES			455.00		
	Department Total: LEGAL SERVICES			455.00		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
4-01-20-162-000-202	APTV Equipment					
CDWGOV	CDW GOVERNMENT LLC	24-02395	Charging station 1CFJPSB	103.28	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			103.28		
	Department Total: APTV			103.28		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
4-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	24-03062	SE473109 General Engineering	14,708.42	0.00	
	Extd Total: ENGINEERING SERVICES			14,708.42		
	Department Total: ENGINEER SERV			14,708.42		
	CAFR Total:			84,956.69		
Department: Planning Department						
Extd: Planning Department						
4-01-21-179-000-202	PLANNING DEPT. Office Supplies					
AMAZO005	AMAZON.COM SERVICES	24-02915	Benches for counter	64.35	0.00	
4-01-21-179-000-207	PLANNING DEPT. Training/Cert.					
MORGA005	Morgan Astorino	24-03166	PP exam fee Reimbursement	60.00	0.00	
4-01-21-179-000-209	PLANNING DEPT. Planning Board Fees					
THEBE005	THE BEEKMAN LAW FIRM, LLC	24-02899	PB LGL SVS Beekman 2024	900.00	0.00	

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CITY OF ASBURY PARK
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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-21-179-000-210 LEONS010 LEON S. AVAKIAN, INC.	PLANNING DEPT. Zoning Board Fees	24-02865	PB & ZB Engineering Avakian	270.00	0.00	
	Extd Total: Planning Department			1,294.35		
	Department Total: Planning Department			1,294.35		
	CAFR Total:			1,294.35		
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
4-01-22-195-000-204 LEWEN010 LEW ENVIRONMENTAL SERVICES LLC	CODE ENFORCEMENT Printing	24-03026	#140776 Mailers to Landlords	1,788.80	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			1,788.80		
	Department Total: CODE ENFORCE			1,788.80		
Department: CONST CODE						
Extd: CONSTRUCTION CODE OFFICIAL						
4-01-22-200-000-209 MURARM MURRAY'S UNIFORMS	CONST CODE Uniforms	24-02970	UNIFORMS	1,254.00	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			1,254.00		
	Department Total: CONST CODE			1,254.00		
	CAFR Total:			3,042.80		
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
4-01-23-220-000-209 NJSHBP NJSHBP	EMPLOYEE GROUP INSURANCE Fees (IN CAP)	24-03084	HEALTH COVERAGE NOVEMBER 2024	630,051.20	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			630,051.20		
	Department Total: GROUP INSUR.			630,051.20		
	CAFR Total:			630,051.20		
Department: POLICE						
Extd: POLICE DEPARTMENT						
4-01-25-240-000-202 WBMASON W.B.MASON CO., INC.	POLICE Office Supplies	24-02624	police office supply order	2,020.26	0.00	
ATLLOK ATLANTIC LOCK & SAFE		24-03133	Invoice 28128 Various Depts.	374.70	0.00	
				2,394.96		
4-01-25-240-000-204 TAYTOW TAYLOR'S TOWING	POLICE Towing	24-03010	#181722 Car 21 tire change	60.00	0.00	
TAYTOW TAYLOR'S TOWING		24-03011	#184001 impound tow	105.00	0.00	
BENAUT BENNETT'S AUTO RECOVERY, INC.		24-03018	#24-27166 Towing 6/23/24	20.00	0.00	
				185.00		
4-01-25-240-000-205 SPCA MONMOUTH COUNTY SPCA	POLICE Animal Control Services	24-02838	#2025514 AUGUST & TNR SERVICES	4,700.00	0.00	

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3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-25-240-000-211	POLICE HR Testing					
STATOX	STATE TOXICOLOGY LABORATORY	24-03017	3 new applicant drug screening	135.00	0.00	
4-01-25-240-000-212	POLICE Dues,Subscript.					
THOWES	THOMSON WEST CUSTOMER SERVICE	24-03009	#850850299 OCTOBER 2024	271.22	0.00	
4-01-25-240-000-215	POLICE Miscellaneous					
WARSH005	WARSHAUER ELECTRIC SUPPLY	24-03023	Evidence room construction	1,924.00	0.00	
4-01-25-240-000-218	POLICE Contract.Serv.					
OPTIMUM	OPTIMUM	24-03015	#07866-182313-01-5 9/8 - 10/7	287.93	0.00	
4-01-25-240-000-222	POLICE Training					
NJSTATE	NJ STATE ASSOCIATION OF CHIEFS	24-02775	Training-Front Line Supervisor	1,200.00	0.00	
CALPRE	CALIBRE PRESS	24-02951	INV#24-121206 FEMALE ENFORCERS	1,973.93	0.00	
JHARAC	J. HARRIS ACADEMY OF POLICE	24-02952	INV #1730 COMMAND LEADERSHIP	189.00	0.00	
JOSPAN	PANGARO TRAINING & MANAGEMENT	24-02960	#3010 SUPERVISION LEADERSHIP	807.30	0.00	
COUMON	COUNTY OF MONMOUTH	24-03012	#24000773 10/19/24 TRAINING	100.00	0.00	
COUMON	COUNTY OF MONMOUTH	24-03013	#24000796 10/16-20 TRAINING	400.00	0.00	
COUMON	COUNTY OF MONMOUTH	24-03014	#24000781 10/23/24 TRAINING	50.00	0.00	
MONCON	MONMOUTH COUNTY POLICE ACADEMY	24-03016	#5109 Fingerprint training	300.00	0.00	
				5,020.23		
4-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC	24-02961	prisoner meals APRIL -OCT 2024	45.89	0.00	
4-01-25-240-000-276	POLICE: PAL Expenses					
CIVIC005	CIVICPLUS, LLC	24-00316	RECREATION & PAL SOFTWARE	8,044.00	0.00	
SHOLAN	SHORE LANES	24-00622	PAL Bowling League	1,200.00	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	24-02974	Color Copies PAL flyer	19.50	0.00	
				9,263.50		
	Extd Total: POLICE DEPARTMENT			24,227.73		
	Department Total: POLICE			24,227.73		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
4-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
FISONS	FIS on Site Service LLC	24-01212	QTE: E 1295-8389 Controls	697.71	0.00	
FISONS	FIS on Site Service LLC	24-01873	Blanket PO Not to Exceed	615.62	0.00	B
FISONS	FIS on Site Service LLC	24-02786	Quote: W1948-89 Annual Service	3,780.00	0.00	
GRAING	GRAINGER, INC.	24-02826	Quote:QTE2552887486	219.89	0.00	
MONMO015	MONMOUTH COUNTY PUBLIC WORKS &	24-02988	INV#24000710 REPAIRS TO 83-85	747.67	0.00	
				6,060.89		
4-01-25-265-000-214	FIRE DEPT. Building Maintenance					
THEHAR	THE HARDWARE STORE	24-02108	BLANKET PO NOT TO EXCEED	23.97	0.00	B
GRAING	GRAINGER, INC.	24-02826	Quote:QTE2552887486	320.60	0.00	
				344.57		
4-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
COOPOW	COOPER ELECTRIC	24-00557	GENERATOR SERVICE RENEWAL	521.25	0.00	B

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-25-265-000-218 COPOW COOPER ELECTRIC	FIRE DEPT. Contract.Serv. Continued	24-03005	INVOICE# S056542354.001	225.00 746.25	0.00	
4-01-25-265-000-222 NJIAAI NJ CHAPTER- IAAI	FIRE DEPT. Training	24-03007	INV#64348 - KEDDY FIRE INVEST.	900.00	0.00	
4-01-25-265-000-229 VERALP V.E. RALPH & SON, INC. TEALIF TEAM LIFE, INC. TEALIF TEAM LIFE, INC.	FIRE DEPT. Medical Sup.	24-01863 24-02053 24-02592	QUOTES#108305 & 108306 Q#17861 PEDIATRIC DEFIB PADS Q#18281 PEDIATRIC DEFIB PADS	3,098.12 233.00 233.00 3,564.12	0.00 0.00 0.00	
4-01-25-265-000-236 STEVET STEPHEN J. VETRANO	FIRE DEPT. Medical Director	24-02038	INV#2024-001-APFD MEDICAL DIR.	2,000.00	0.00	
4-01-25-265-000-253 NJIAAI NJ CHAPTER- IAAI	FIRE DEPT. Unif.FireSafety	24-03006	INV#64315 - GATES FIRE INVEST.	900.00	0.00	
4-01-25-265-000-255 CORON005 CORONIS HEALTH RCM, LLC dba CORON005 CORONIS HEALTH RCM, LLC dba	FIRE DEPT. Revenue Guard Fees	24-02649 24-02968	Invoice CHRCM41711 August Invoice CHRCM14893 Sept. Fees	8,820.47 7,502.25 16,322.72	0.00 0.00	
4-01-25-265-000-262 GEARW005 GEAR WASH GRAING GRAINGER, INC.	FIRE DEPT. Equipment Repairs	24-02796 24-02826	WORK ORDER #501-9 Quote:QTE2552887486	2,010.48 186.28 2,196.76	0.00 0.00	
4-01-25-265-000-270 WESPES WESTERN PEST SERVICES	FIRE DEPT. Pest Control	24-03086	INVOICE#9244260 - OCTOBER 2024	131.02	0.00	
4-01-25-265-000-298 FOUND010 FOUNDATION BUILDING MATERIALS	FIRE DEPT. Special Operations	24-02611	QUOTE#617002234-00	497.00	0.00	
Extd Total: FIRE DEPARTMENT				33,663.33		
Department Total: FIRE DEPT.				33,663.33		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
4-01-25-275-000-202 JAMBUT JAMES N. BUTLER, JR.	PROSECUTOR Fees	24-03155	prosecutor oct 2024	5,200.00	0.00	
Extd Total: MUNICIPAL PROSECUTOR				5,200.00		
Department Total: PROSECUTOR				5,200.00		
CAFR Total:				63,091.06		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
4-01-26-290-000-202 GRAING GRAINGER, INC.	STREETS & ROAD Office Supplies	24-02885	TRIPP LITE BACK UP FOR OFFICE	155.10	0.00	

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Purchase Order Listing By Budget Account

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-290-000-202	STREETS & ROAD	Office Supplies	Continued			
WBMASON	W.B.MASON CO., INC.	24-02913	OFFICE SUPPLIES	557.83	0.00	
ATLLOK	ATLANTIC LOCK & SAFE	24-03133	Invoice 28128 Various Depts.	69.64	0.00	
				<u>782.57</u>		
4-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
SERVI005	SERVICE TIRE TRUCK CENTERS	24-00070	VARIOUS PARTS BLANKET	1,427.29	0.00	B
PARSTE	PARK STEEL & IRON COMPANY	24-01213	VARIOUS PARTS BLANKET	125.00	0.00	B
THEHAR	THE HARDWARE STORE	24-01380	VARIOUS PARTS BLANKET	54.30	0.00	B
FREFOR	FREEHOLD FORD	24-01460	VARIOUS PARTS BLANKET	1,581.15	0.00	B
SEACHE	SEACOAST CHEVROLET OLDS-	24-01739	VARIOUS PARTS BLANKET	110.31	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	24-02362	VARIOUS PARTS BLANKET	256.51	0.00	B
METUC005	METUCHEN MOWER, INC.	24-02404	PARTS FOR LAWN MOWER	3,626.54	0.00	
PARSTE	PARK STEEL & IRON COMPANY	24-02446	VARIOUS PARTS BLANKET	1,475.00	0.00	B
JESCO	JESCO, INC.	24-02774	DPW FRONTLOADER #49 FLOODLAMPS	709.06	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-02819	VARIOUS PARTS BLANKET	5,030.61	0.00	B
WETIMM	W.E. TIMMERMAN COMPANY, INC.	24-02827	BROOMS FOR ELGIN SWEEPER	2,908.84	0.00	
JACDOH	JACK DOHENY COMPANIES, INC.	24-02930	SEWER TRUCK CLAMPS FOR TUBES	139.00	0.00	
CHEVAL	CHERRY VALLEY TRACTOR SALES	24-02997	DPW KUBOTA #665 REPAIRS	1,017.18	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-03019	VARIOUS PARTS BLANKET	1,912.71	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	24-03036	VARIOUS PARTS BLANKET	430.89	0.00	B
TAYTOW	TAYLOR'S TOWING	24-03081	#265500 RAVO SWEEPER TOWING	350.00	0.00	
				<u>21,154.39</u>		
4-01-26-290-000-206	STREETS & ROAD	Purchase of Equipment				
AMAZO005	AMAZON.COM SERVICES	24-02763	Landscaping Leaf Vacuum	1,649.99	0.00	
4-01-26-290-000-208	STREETS & ROAD	Concrete				
SUFFREDI	SUFFOLK REDI-MIX	24-02982	Springwood Park Driveway Apron	1,418.25	0.00	
4-01-26-290-000-209	STREETS & ROAD	Fees				
TRESTA	TREASURER, STATE OF NJ	24-03101	Bill #4313260 Elevator Fee	258.00	0.00	
4-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
ATLLOK	ATLANTIC LOCK & SAFE	24-01154	Misc Keys and Repairs	146.00	0.00	B
THEHAR	THE HARDWARE STORE	24-01850	Misc Hardware	25.46	0.00	B
BENSHA	BEN SHAFFER RECREATION INC.	24-02528	Black Plastic Liner 36gal	3,830.00	0.00	
				<u>4,001.46</u>		
4-01-26-290-000-216	STREETS & ROAD	Carpentry Supplies				
SHEWIL	THE SHERWIN WILLIAMS CO., INC.	24-01697	Misc Paint	262.69	0.00	B
GRAING	GRAINGER, INC.	24-02956	Shop Stock	192.57	0.00	
				<u>455.26</u>		
4-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
ACUSH005	ACUSHRED LLC	24-02593	Shredding Event Ocober 12,2024	519.00	0.00	
BURKE005	BURKE LANDSCAPING & IRRIGATION	24-02912	#4826 WINTERIZE SYSTEMS	590.00	0.00	
OPTIMUM	OPTIMUM	24-02987	#07866-183188-01-1 10/8 - 11/7	44.79	0.00	
ARMAN005	ARMANDO PELLOT	24-02990	Boot reimbursement 2024	159.99	0.00	
CINCOR	CINTAS CORPORATION NO 2	24-03042	#5235621803 MEDICAL RESTOCK	198.90	0.00	
RUSSE005	RUSSELL CIUBA	24-03044	boot reimbursement 2024	200.00	0.00	
				<u>1,712.68</u>		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-290-000-235	STREETS & ROAD	Shade Tree Commission				
SUNFAR	SUNSET FARM MARKET GARDEN	24-00247	Blanket PO 2024	104.85	0.00	B
4-01-26-290-000-270	STREETS & ROAD	wesley Lake Commission				
TOWNEP	TOWNSHIP OF NEPTUNE	24-03041	wesley Lake Maintenance 2024	5,275.00	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			36,812.45		
	Department Total: STREETS & ROAD			36,812.45		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
4-01-26-305-000-209	SOLID WASTE Fees					
MAZMUL	MAZZA MULCH, INC.	24-02845	#1406134 CHIP & BRUSH SEPT	2,028.00	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	24-02847	#0001405992 RECYCLING SEPT 24	10,279.85	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-02954	#311537 & 311538 CONSTR DEBRIS	1,603.90	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-02986	#311602 & 311603 CONSTR DEBRIS	1,131.40	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-03035	#311942 TRASH FEES 10/1- 10/15	30,472.83	0.00	
OHAG	OHAGAN NURSERY COMPOST DIVISIO	24-03082	#AP10112024 & #AP10202024	1,321.20	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-03118	#312406 & 312048 CONSTR DEBRIS	1,225.90	0.00	
				48,063.08		
4-01-26-305-000-218	SOLID WASTE Contract.Serv.					
DELDEM	DELISA DEMOLITION, INC.	24-03043	#312998 NOVEMBER 2024	47,083.30	0.00	
	Extd Total: SOLID WASTE COLLECTION			95,146.38		
	Department Total: SOLID WASTE			95,146.38		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-203	BUILDING & GND Misc. Hardware					
GRAING	GRAINGER, INC.	24-01849	Misc Hardware	459.90	0.00	B
GRAING	GRAINGER, INC.	24-02962	Faucet Cartridges	141.25	0.00	
				601.15		
4-01-26-310-000-204	BUILDING & GND Building Supplies					
SHEWIL	THE SHERWIN WILLIAMS CO., INC.	24-00793	Misc Paint	297.43	0.00	B
4-01-26-310-000-205	BUILDING & GND Electrical Supplies					
WARSH005	WARSHAUER ELECTRIC SUPPLY	24-03020	Emergency Lighting	604.25	0.00	
4-01-26-310-000-206	BUILDING & GND Irrigation Supplies					
SITE0005	SITEONE LANDSCAPE SUPPLY LLC	24-02919	Misc Irrigation	48.27	0.00	B
4-01-26-310-000-210	BUILDING & GND Building Repairs					
THEHAR	THE HARDWARE STORE	24-02958	Screens for 1st Fl City Hall	739.40	0.00	
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-02991	#76903 9/13/24 SERVICE CALL	665.00	0.00	
				1,404.40		

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4-01-26-310-000-218	BUILDING & GND Contract.Serv.					
GUARD010	GUARDIAN PEST CONTROL	24-02959	SERVICES RENDERED 6/27/24	230.00	0.00	
	Extd Total: BUILDINGS & GROUNDS			3,185.50		
	Department Total: BUILDING & GND			3,185.50		
	CAFR Total:			135,144.33		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
4-01-27-345-000-207	SOCIAL SERVICES Transportation Tickets					
DOUSCH	DOUGLAS SCHULTZ	24-02280	NJ Transit Reimbursement	24.50	0.00	B
4-01-27-345-000-208	SOCIAL SERVICES Events					
AMAZO005	AMAZON.COM SERVICES	24-02848	Assorted toys Tree Lighting	50.96	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	24-02977	Post cards for Holiday events	288.00	0.00	
				338.96		
4-01-27-345-000-213	SOCIAL SERVICES Client Assistance					
HOMDRU	HOME DRUG PHARMACY	24-00743	Medications for Clients	25.00	0.00	B
ULINE	ULINE, INC.	24-02811	Mylar Blankets	147.00	0.00	
				172.00		
	Extd Total: SOCIAL SERVICES:			535.46		
	Department Total: PUBLIC ASST			535.46		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
OPTIMUM	OPTIMUM	24-03030	#07866-196932-01-7 10/15-11/14	8.34	0.00	
4-01-27-350-000-204	SENIOR CENTER Print & Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-02914	Personalized tablecloth	190.00	0.00	
	Extd Total: SENIOR CENTER			198.34		
	Department Total: SENIOR CENTER			198.34		
	CAFR Total:			733.80		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
4-01-28-370-000-290	RECREATION Programs/Activities					
CIVIC005	CIVICPLUS, LLC	24-00316	RECREATION & PAL SOFTWARE	8,044.00	0.00	
SIXFLA	SIX FLAGS GREAT ADVENTURE LLC	24-01790	INV #2024-07-18 SUMMER CAMP	1,121.52	0.00	
WBMASON	W.B.MASON CO., INC.	24-02807	TRUNK OR TREAT CANDY	1,956.50	0.00	
AMAZO005	AMAZON.COM SERVICES	24-02821	trunk or treat	403.71	0.00	
AMAZO005	AMAZON.COM SERVICES	24-02886	storage bins	485.91	0.00	
RUBBRA	RUBEN BRAY	24-02887	dj for trunk or treat 10/31	250.00	0.00	
ROBEA005	ROBEANS	24-02909	hot coco/cookies trunk/treat	4,050.00	0.00	

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4-01-28-370-000-290	RECREATION Programs/Activities		Continued			
KONAI005 KONA ICE OF ASBURY PARK		24-03130	trunk or treat ice cream	750.00	0.00	
				17,061.64		
	Extd Total: RECREATION SERVICES & PROGRAM			17,061.64		
	Department Total: RECREATION			17,061.64		
	CAFR Total:			17,061.64		

Department: LIGHTING

Extd: LIGHT,HEAT,POW

4-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	24-03002	Various Accounts 9/6-10/2	1,739.20	0.00	
NJNATU	N.J. NATURAL GAS CO.	24-03031	Various Accounts 9/12-10/15	3,005.18	0.00	
NJAMER	N.J. AMERICAN WATER CO.	24-03047	Various Accounts 9/6-10/2	3,068.40	0.00	
JCPL	JCPL	24-03103	Various Accounts 9/24-10/23	7,983.51	0.00	
				15,796.29		
	Extd Total: LIGHT,HEAT,POW			15,796.29		

Extd: STREET/TRAFFIC

4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	24-02998	#100 154 830 994 Jan-Sept.	49.77	0.00	
JCPL	JCPL	24-03045	Various Accounts 9/19-10/18	10,560.22	0.00	
JCPL	JCPL	24-03094	Various Accounts 9/23-10/22	3,570.01	0.00	
JCPL	JCPL	24-03103	Various Accounts 9/24-10/23	3,276.97	0.00	
JCPL	JCPL	24-03108	#100 015 500 489 9/21-10/24	1,190.03	0.00	
JCPL	JCPL	24-03138	Various Accounts 9/24-10/23	547.77	0.00	
				19,194.77		
	Extd Total: STREET/TRAFFIC			19,194.77		
	Department Total: LIGHTING			34,991.06		

Department: TELEPHONE

Extd: TELEPHONE

4-01-31-440-000-299	TELEPHONE Misc.					
VERZON	VERIZON BUSINESS	24-02992	#152-069-551-0001-78 10/4-11/3	124.99	0.00	
VERIZON	VERIZON WIRELESS	24-02993	#342269861-00001 9/5-10/4	1,405.49	0.00	
ATLLC	AT&T MOBILITY LLC	24-03052	#287284936037 9-12-10/11	1,886.72	0.00	
ATLLC	AT&T MOBILITY LLC	24-03053	#287284651437 9/12-10/11	1,452.52	0.00	
ATLLC	AT&T MOBILITY LLC	24-03054	#287315151017 9/12-10/11	1,059.61	0.00	
ATLLC	AT&T MOBILITY LLC	24-03102	Data Invoices 6/5-10/4	7,166.36	0.00	
VERIZ005	VERIZON - RPC	24-03137	#201NJ98241024 - Pole Rental	100.00	0.00	
				13,195.69		
	Extd Total: TELEPHONE			13,195.69		
	Department Total: TELEPHONE			13,195.69		

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Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: GASOLINE						
Extd: GASOLINE						
4-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-02985	#664353 & 664154 FUEL 10/2/24	13,473.11	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-03088	#678370 UNLEADED FUEL 10/16/24	8,166.97	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	24-03132	#35310 DIESEL FUEL 10/16/24	2,437.27	0.00	
				24,077.35		
	Extd Total: GASOLINE			24,077.35		
	Department Total: GASOLINE			24,077.35		
	CAFR Total:			72,264.10		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
4-01-43-490-000-202	MUNIC COURT Office Supplies					
GREFIN	GREATAMERICA FINANCIAL SVCS.	24-03152	INV #37705188 NOVEMBER 2024	145.00	0.00	
4-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	24-02755	#37412 interpreter 9/20/24	245.00	0.00	
	Extd Total: MUNICIPAL COURT			390.00		
	Department Total: MUNIC COURT			390.00		
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
4-01-43-495-000-021	Fees					
THELA010	THE LAW OFFICE OF MATTHEW SAGE	24-03154	public def oct 2024	2,000.00	0.00	
GREER005	GREER LAW FIRM	24-03156	alternate public def oct 2024	1,500.00	0.00	
				3,500.00		
	Extd Total: PUBLIC DEFENDER			3,500.00		
	Department Total: PUBLIC DEFEND.			3,500.00		
	CAFR Total:			3,890.00		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
4-01-55-001-000-005	PILOT \$ DUE TO COUNTY					
TRECTY	TREASURER CTY OF MONMOUTH	24-02925	3rd Q 2024 Pilots	57,985.44	0.00	
	Extd Total: TAXES PAYABLE:			57,985.44		
	Department Total: TAXES PAYABLE:			57,985.44		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			57,985.44		
	Fund Total: CURRENT			1,069,515.41		

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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:						
4-05-55-502-000-211 JCPL JCPL	BEACH UTILITY O/E: Light & Power	24-03103	Various Accounts 9/24-10/23	298.51	0.00	
4-05-55-502-000-212 GRAING GRAINGER, INC.	BEACH UTILITY O/E: Misc. Hardware	24-00767	Misc Beach Hardware	190.89	0.00	B
4-05-55-502-000-215 DREYE005 DREYER'S LUMBER & HARDWARE INC	BEACH UTILITY O/E: Lumber/Bldg. Supplies	24-00832	Misc Beach Lumber	226.00	0.00	B
4-05-55-502-000-222 OPTIMUM OPTIMUM	BEACH UTILITY O/E: Cable	24-03083	#07866-197754-01-4 10/15-11/14	119.40	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			834.80		
	Department Total: UTILITY OE			834.80		
	CAFR Total:			834.80		
	Fund Total: BEACH			834.80		
Fund: TRANSPORTATION UTILITY: BUDGET: Department: UTILITY OE Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
4-06-55-502-000-207 OPTIMUM OPTIMUM	TRANS.UTILITY O/E: Internet	24-03091	#07866-196915-01-3 10/15-11/14	187.40	0.00	
4-06-55-502-000-208 PASPOR PASSPORT LABS, INC.	TRANS.UTILITY O/E: Parking Permits	24-03032	INV1048873 9/24 Permit Fees	1,947.70	0.00	
4-06-55-502-000-210 GLESUP GLENCO SUPPLY INC.	TRANS.UTILITY O/E: Signs	24-03008	Wheel Stops	2,350.00	0.00	
4-06-55-502-000-212 IPSGRO IPS GROUP, INC.	TRANS.UTILITY O/E: Parking Meter Supply	24-02106	1x4 Keyboards and Modem	2,374.10	0.00	
4-06-55-502-000-213 PAYBY005 PAYBYPHONE US, INC.	TRANS.UTILITY O/E: Mobile App Fees	24-02999	INVUS1146 Sep 2024 Trans Fees	590.75	0.00	
4-06-55-502-000-217 MUNCAP MUNICIPAL CAPITAL CORPORATION	TRANS.UTILITY O/E: Equipment	24-03049	#40057114 Payment #56 of 60	161.68	0.00	
MUNCAP MUNICIPAL CAPITAL CORPORATION		24-03070	#40057114 Payment #56 of 60	161.68	0.00	
				323.36		
4-06-55-502-000-220 NJNATU N.J. NATURAL GAS CO.	TRANS.UTILITY O/E: Utilities	24-03098	#22-0022-3490-85 9/12-10/15	42.00	0.00	
4-06-55-502-000-228 DYNAM005 DYNAMIC TRAFFIC, LLC	TRANS.UTILITY O/E: Engineering Fees	24-03001	INV6634 Srvcs Thru 9/28/24	10,440.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			18,255.31		
	Department Total: UTILITY OE			18,255.31		

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4-06-55-507-000-101	CAPITAL OUTLAY: BANGS & PROSPECT					
TMASSO	T & M ASSOCIATES	22-02806	SAFE ROUTES TO TRANSIT	1,145.95	0.00	B
	Extd Total:			1,145.95		
	Department Total:			1,145.95		
	CAFR Total:			19,401.26		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			19,401.26		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
4-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
WINCOR	WINZER CORPORATION	24-02663	nuts, bolts and washers	984.00	0.00	
4-07-55-502-000-204	SEWER UTILITY O/E: Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-02793	business cards G. SCHWEIKERT	45.00	0.00	
4-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
MUNMAI	MUNICIPAL MAINTENANCE CO.	24-02752	Assess pump for repair	1,270.00	0.00	
SBROT005	S BROTHERS INC.	24-03072	INVOICE 3739A THIRD & PROSPECT	16,474.00	0.00	
SBROT005	S BROTHERS INC.	24-03074	INVOICE 3817 1008-1017 SEWALL	17,086.56	0.00	
SBROT005	S BROTHERS INC.	24-03075	INVOICE 3818 517-518 PROSPECT	16,165.32	0.00	
				50,995.88		
4-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
MUNMAI	MUNICIPAL MAINTENANCE CO.	24-01819	Pull/Inspect Influent Pump 1	2,480.00	0.00	
GRAING	GRAINGER, INC.	24-02950	washer and maintenance parts	938.38	0.00	
				3,418.38		
4-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	24-03047	Various Accounts 9/6-10/2	173.92	0.00	
JCPL	JCPL	24-03138	Various Accounts 9/24-10/23	22,981.45	0.00	
				23,155.37		
4-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
THEHAR	THE HARDWARE STORE	24-01234	Blanket for hardware items	73.96	0.00	B
LONGO	LONGO ELECTRICAL MECHANICAL	24-02731	Motor for chlorine pump	782.00	0.00	
CERID005	CERIDA INVESTMENT CORP.	24-02955	#127-40139 OCOTBER 2024	153.44	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	24-03049	#40057114 Payment #56 of 60	82.58	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	24-03070	#40057114 Payment #56 of 60	82.58	0.00	
SECWOR	SECURITY WORLD INC.	24-03117	INV #63157 11/1/24 - 10/31/25	780.00	0.00	
				1,954.56		
4-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
PASVAL	PASSAIC VALLEY SEWERAGE COM.	24-02983	INVOICE #523972 SEPTEMBER 2024	38,109.75	0.00	
4-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
NJNATU	N.J. NATURAL GAS CO.	24-03031	Various Accounts 9/12-10/15	1,704.47	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			120,367.41		
	Department Total: UTILITY OE			120,367.41		

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4-07-55-506-000-901	ASB.PARTNER-SEWER ASSESS.					
ASBLLC ASBURY PARTNERS, LLC		24-02979	3RD QTR. 2024 ODOR CONTROL	385.11	0.00	
	Extd Total:			385.11		
	Department Total:			385.11		
	CAFR Total:			120,752.52		
	Fund Total: SEWER UTILITY: BUDGET:			120,752.52		
	Year Total:			1,210,503.99		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq.Prop./Const. of FH					
C-04-55-998-176-001	Section 20 Costs					
TMASSO T & M ASSOCIATES		23-01422	FIRE HEADQUARTERS CONSTRUCTION	26,519.01	0.00	B
KEYTEC KEY-TECH		23-03066	TESTING & INSPECTION CONTRACT	9,393.00	0.00	B
MONARCH MONARCH ELECTRIC COMPANY		24-02824	Firehouse Electrical	612.93	0.00	B
				36,524.94		
C-04-55-998-176-002	Purchase of Prop./Const. of Firehouse					
WALLA005 WALLACE BROS, INC.		23-02172	FIRE DEPARTMENT HEADQUARTERS	1,010,554.44	0.00	B
	Extd Total: Odr. 2018-57 Acq.Prop./Const. of FH			1,047,079.38		
Extd:	Ord. 2024-18 Roof Replacement					
C-04-55-998-185-002	Roof Replacement - ARP Funds					
USAGE005 USA GENERAL CONTRACTORS, CORP.		24-01414	Ord. 2024-12 Roof Replace.	1,531,906.13	0.00	B
C-04-55-998-185-003	Roof Replacement - SS Bld. State Grant					
USAGE005 USA GENERAL CONTRACTORS, CORP.		24-01414	Ord. 2024-12 Roof Replace.	252,382.80	0.00	B
	Extd Total: Ord. 2024-18 Roof Replacement			1,784,288.93		
Extd:	Ord. 2024-26 Various Veh. & Cap. Equip.					
C-04-55-998-186-003	Vehicles & Equip. IT					
MILCOM MILLENNIUM COMMUNICATIONS		24-02435	5G Modems for Mobile Trailers	5,428.00	0.00	
WBMASON W.B.MASON CO., INC.		24-02751	PD IT Supplies	532.10	0.00	
CDWGOV CDW GOVERNMENT LLC		24-02800	Q#1CFTC05 USB Modems	803.28	0.00	
				6,763.38		
	Extd Total: Ord. 2024-26 Various Veh. & Cap. Equip.			6,763.38		
	Department Total:			2,838,131.69		
	CAFR Total:			2,838,131.69		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			2,838,131.69		
Fund:	PARKING CAPITAL					
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO T & M ASSOCIATES		20-03383	Reso 2020-303 Memorial Dr.	8,193.03	0.00	B

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-09-17-906-000-902	Construction Costs					
LUCBRO LUCAS BROTHERS, INC.		22-03390	MEMORIAL DRIVE IMPROVEMENTS	832,925.66	0.00	B
C-09-17-906-000-903	DOT Grant					
LUCBRO LUCAS BROTHERS, INC.		22-03390	MEMORIAL DRIVE IMPROVEMENTS	246.60	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			841,365.29		
	Department Total: Ord. 2020-8 Memorial Drive Paving			841,365.29		
Department: Ord. 2022-8 Various Rd. Improvements						
Extd: Ord. 2022-8 Various Rd. Improvements						
C-09-17-909-000-901	Road Improvements (Monroe, Comstock, 8th)					
SBROT005 S BROTHERS INC.		23-02432	2022 ROADWAY IMPROVEMENTS	5,403.23	0.00	B
C-09-17-909-000-902	DOT Grant Monroe/Comstock					
SBROT005 S BROTHERS INC.		23-02432	2022 ROADWAY IMPROVEMENTS	482,726.00	0.00	B
C-09-17-909-000-903	DOT Grant 8th Avenue					
SBROT005 S BROTHERS INC.		23-02432	2022 ROADWAY IMPROVEMENTS	434,706.00	0.00	B
	Extd Total: Ord. 2022-8 Various Rd. Improvements			922,835.23		
	Department Total: Ord. 2022-8 Various Rd. Improvements			922,835.23		
Department: Ord. 2024-20 1st Ave. Road Improvements						
Extd: Ord. 2024-20 1st Ave. Road Improvements						
C-09-17-911-000-901	Section 20 Costs					
TMASSO T & M ASSOCIATES		24-02201	FIRST AVE ROADWAY IMPROVEMENTS	101,518.33	0.00	B
	Extd Total: Ord. 2024-20 1st Ave. Road Improvements			101,518.33		
	Department Total: Ord. 2024-20 1st Ave. Road Improvements			101,518.33		
	CAFR Total:			1,865,718.85		
	Fund Total: PARKING CAPITAL			1,865,718.85		
	Year Total:			4,703,850.54		
Fund: GRANT FUND BUDGET:						
G-02-43-938-020-200	Safe Streets to Schools					
NV5IN005 NV5, INC.		24-03056	INV411872 Srvc's thru 9/28/24	17,412.41	0.00	
	Extd Total:			17,412.41		
	Department Total:			17,412.41		
G-02-43-956-022-214	NJ DOT Asbury Ave. Bikeway Project					
TMASSO T & M ASSOCIATES		23-03019	ASBURY AVE BIKEWAY IMPROVEMENT	380.21	0.00	B
	Extd Total:			380.21		
	Department Total:			380.21		

Attachment: Bill List November 13, 2024 (2024-474 : Payment of Bills)

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-966-023-220	EPA Brownfields Cleanup Grant					
BRORED	BROWNFIELD REDEVELOPMENT	24-02890	Invoice 7308 Cleanup Grant	5,103.25	0.00	
	Extd Total:			5,103.25		
	Department Total:			5,103.25		
G-02-43-970-023-200	Sustainable Jersey Grant					
INTNEI	INTERFAITH NEIGHBORS, INC.	24-02897	Grant final invoice Interfaith	5,000.00	0.00	
	Extd Total:			5,000.00		
	Department Total:			5,000.00		
G-02-43-974-023-200	UEZ Micro-Business Lease Assistance					
ENDLE005	ENDLESS WAVES LLC	24-01629	BLANKET - LEASE SUBSIDY PROG	432.68	0.00	B
VALEXP	VALUE EXPRESS INC.	24-01638	LEASE SUBSIDY BLANKET - \$3000	500.00	0.00	B
WHATS005	WHAT'S YOUR EXIT LLC dba	24-01761	LEASE SUBSIDY BLANKET	394.60	0.00	B
THEBA005	THE BAKED BEAR	24-01822	LEASE GRANT 6 PMNTS @ \$458.03	458.03	0.00	B
NEWHO005	NEW HOUR	24-01995	BLANKET - 6 PMNTS @\$200 PER	200.00	0.00	B
ASBUR030	ASBURY PARK BREWERY, LLC	24-01996	BLANKET 6 PMNTS @\$500 EA.	500.00	0.00	B
LOCAL005	LOCALS ART SPACE A NJ	24-02010	BLANKET - 6 PMNTS @\$180 EA	180.00	0.00	B
OLDGL005	OLD GLORY TATTOO CO.	24-02770	LEASE SUBSIDY BLANKET	219.00	0.00	B
PULPA005	PULP ASBURY, LLC	24-02933	\$1205.40 BLANKET-LEASE SUBSIDY	401.80	0.00	B
WOLFE005	WOLFE & KRON CORPORATION	24-03097	BLANKET FOR LEASE SUB \$1867.20	311.20	0.00	B
				3,597.31		
	Extd Total:			3,597.31		
	Department Total:			3,597.31		
G-02-43-980-024-200	Mental Health Grant 2024					
VISNUR	VISITING NURSES ASSN. OF CENTR	24-00938	Nurse Services MH Grant '24	14,620.00	0.00	B
	Extd Total:			14,620.00		
	Department Total:			14,620.00		
G-02-43-984-024-201	Municipal Share					
ARCAR005	ARCARI & IOVINO ARCHITECTS, PC	24-01847	BOARDWALK RESTROOMS	9,960.00	0.00	B
TMASSO	T & M ASSOCIATES	24-02759	BOARDWALK RESTROOMS PROJECT	27,765.25	0.00	B
TMASSO	T & M ASSOCIATES	24-02760	BOARDWALK DECKING REPLACEMENT	30,617.25	0.00	B
				68,342.50		
	Extd Total:			68,342.50		
	Department Total:			68,342.50		
	CAFR Total:			114,455.68		
	Fund Total: GRANT FUND BUDGET:			114,455.68		
	Year Total:			114,455.68		

Attachment: Bill List November 13, 2024 (2024-474 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
SPCA	MONMOUTH COUNTY SPCA	24-02838	#2025514 AUGUST & TNR SERVICES	487.50	0.00	
	Extd Total:			487.50		
	Department Total:			487.50		
	CAFR Total:			487.50		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			487.50		
Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:						
Extd: 2023 CDBG 23-MC-34-0100						
T-17-82-850-850-003	2023 Community Events					
PARTY005	PARTY PERFECT RENTALS, LLC	24-02747	Entertainment for Fall Fun Day	3,906.19	0.00	
SHORIT	SAKER SHOPRITE, INC.	24-02787	Snacks/beverages-Fall Fun Day	200.70	0.00	
GASFAM	GASKOS FAMILY FARM	24-02854	Fall Supplies/Fall Fun Day	362.36	0.00	
KARBRI	KAREEM BRINSON	24-02947	DJ Services-Fall Fun Day	400.00	0.00	
INTNEI	INTERFAITH NEIGHBORS, INC.	24-03077	Food for Fall Fun Day 10/26/24	557.12	0.00	
				5,426.37		
	Extd Total: 2023 CDBG 23-MC-34-0100			5,426.37		
	Department Total:			5,426.37		
	CAFR Total:			5,426.37		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			5,426.37		
Fund: TRUST OTHER						
T-20-56-850-878-801	Reserve for Recreation					
FUNPLE	THE FUNPLEX	24-01713	summer camp activity	9,093.00	0.00	
IFLYI005	iFLY INDOOR SKYDIVING	24-01716	summer camp activity	4,558.00	0.00	
SIXFLA	SIX FLAGS GREAT ADVENTURE LLC	24-01790	INV #2024-07-18 SUMMER CAMP	6,500.00	0.00	
				20,151.00		
	Extd Total:			20,151.00		
T-20-56-850-933-301	Reserve for National Night Out					
MAKME	MR. HAPPY PARTY RENTALS	24-02105	Entertainment for NNO 8/6/24	2,974.00	0.00	
	Extd Total:			2,974.00		
	Department Total:			23,125.00		
	CAFR Total:			23,125.00		
	Fund Total: TRUST OTHER			23,125.00		
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
T-21-00-169-000-299	1201 BRIDGE ST.(PETER GAYLORD)					
LEONS010	LEON S. AVAKIAN, INC.	24-02865	PB & ZB Engineering Avakian	320.00	0.00	
	Extd Total:			320.00		
	Department Total:			320.00		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: DOWN PAYMENT						
T-21-00-510-000-299 LEONS010 LEON S. AVAKIAN, INC.	1101 KINSLEY AVE(ASBURY PARTNERS/ISTAR)	24-02865	PB & ZB Engineering Avakian	172.50	0.00	
	Extd Total:			172.50		
	Department Total: DOWN PAYMENT			172.50		
T-21-00-558-000-299 LEONS010 LEON S. AVAKIAN, INC.	138 ELIZABETH AVENUE(CEVIN ALBERT)	24-02865	PB & ZB Engineering Avakian	240.00	0.00	
	Extd Total:			240.00		
	Department Total:			240.00		
T-21-00-581-000-299 THEBE005 THE BEEKMAN LAW FIRM, LLC	512-514 SUMMERFIELD(SACKMAN ASSET MGMT)	24-03141	PB LEGAL SVS	722.50	0.00	
	Extd Total:			722.50		
	Department Total:			722.50		
T-21-00-585-000-299 LEONS010 LEON S. AVAKIAN, INC.	BALTIC & AEGEAN(INSPECTION FEES)(K.HOV)	24-02865	PB & ZB Engineering Avakian	86.25	0.00	
	Extd Total:			86.25		
	Department Total:			86.25		
T-21-00-593-000-299 LEONS010 LEON S. AVAKIAN, INC.	BLOCK 4306(ASBURY PARTNERS, LLC)	24-02880	PB PROF SVS 28410 Avakian	5,855.00	0.00	
	Extd Total:			5,855.00		
	Department Total:			5,855.00		
T-21-00-597-000-299 LEONS010 LEON S. AVAKIAN, INC.	407 LAKE AVE(INSPECTION FEES)(TOLL BROS.INC.)	24-02865	PB & ZB Engineering Avakian	115.00	0.00	
	Extd Total:			115.00		
	Department Total:			115.00		
T-21-00-598-000-299 THEBE005 THE BEEKMAN LAW FIRM, LLC	138,140 & 144 BORDEN(SAVVY INVESTOR,LLC)	24-02899	PB LGL SVS Beekman 2024	552.50	0.00	
	Extd Total:			552.50		
	Department Total:			552.50		
T-21-00-600-000-299 LEONS010 LEON S. AVAKIAN, INC.	1411 MEMORIAL DR(INS)(T.CALTABILOTA,LLC)	24-02865	PB & ZB Engineering Avakian	743.75	0.00	
	Extd Total:			743.75		
	Department Total:			743.75		

Attachment: Bill List November 13, 2024 (2024-474 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-617-000-299 LEONS010 LEON S. AVAKIAN, INC.	1118 SUMMERFIELD AVE(MSA ARCHITECTS PRO)	24-02865	PB & ZB Engineering Avakian	135.00	0.00	
	Extd Total:			135.00		
	Department Total:			135.00		
T-21-00-621-000-299 THEBE005 THE BEEKMAN LAW FIRM, LLC	637-701 LAKE AVE(DOUGLAS DEVELOPMENT CO)	24-02899	PB LGL SVS Beekman 2024	42.50	0.00	
	Extd Total:			42.50		
	Department Total:			42.50		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,985.00		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,985.00		
Fund:	ISTAR-2 ESCROW FUND:					
T-42-56-850-850-802 ACAFGI ACACIA FINANCIAL GROUP, INC.	ISTAR-2 ESCROW - Miscellaneous	24-03107	INV#2024-04:FIN.ADV.SVC-7/8/24	693.75	0.00	
	Extd Total:			693.75		
	Department Total:			693.75		
	CAFR Total:			693.75		
	Fund Total: ISTAR-2 ESCROW FUND:			693.75		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-826 MARFAL MARAZITI FALCON, LLP	202 7TH AVE(202 SEVENTH AVE.LLC/FASANO)	24-02921	PROFESSIONAL SERVICES RENDERED	130.00	0.00	
T-48-56-850-000-831 KYLEM005 KYLE MCMANUS ASSOCIATES LLC	510 MAIN/704-712 MONROE(MONROE REALTY)	24-02889	August Invoices	88.20	0.00	
T-48-56-850-000-840 DILW0005 DILWORTH PAXSON, LLP	614 COOKMAN AVE(ASBURY PARK BREWERY,LLC)	24-02994	Invoice 613394 900 Springwood	3,570.00	0.00	
T-48-56-850-000-843 MARFAL MARAZITI FALCON, LLP	COVE AT ASBURY, THE(K.HOVNANIAN)	24-02921	PROFESSIONAL SERVICES RENDERED	292.50	0.00	
T-48-56-850-000-850 MARFAL MARAZITI FALCON, LLP	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)	24-02921	PROFESSIONAL SERVICES RENDERED	1,648.96	0.00	
T-48-56-850-000-855 MARFAL MARAZITI FALCON, LLP	1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)	24-02921	PROFESSIONAL SERVICES RENDERED	195.00	0.00	
	DILW0005 DILWORTH PAXSON, LLP	24-02994	Invoice 613394 900 Springwood	70.00	0.00	
				265.00		
T-48-56-850-000-856 DILW0005 DILWORTH PAXSON, LLP	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)	24-02994	Invoice 613394 900 Springwood	71.50	0.00	
T-48-56-850-000-857 MARFAL MARAZITI FALCON, LLP	201 6TH/KINGLSEY(AP LUXURY APTS.&RESORT)	24-02921	PROFESSIONAL SERVICES RENDERED	195.00	0.00	

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CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

3.D.1.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-866	512-514 SUMMERFIELD(SHARED EQUITIES)					
DILW0005 DILWORTH PAXSON, LLP		24-02994	Invoice 613394 900 Springwood	245.00	0.00	
T-48-56-850-000-867	900-904 SPRINGWOOD(MEMORIAL AVE.HOLDINGS					
DILW0005 DILWORTH PAXSON, LLP		24-02994	Invoice 613394 900 Springwood	910.00	0.00	
T-48-56-850-000-869	212-214 2ND AVENUE(BLOCK 3901 QOZF,LLC)					
MARFAL MARAZITI FALCON, LLP		24-02921	PROFESSIONAL SERVICES RENDERED	195.00	0.00	
T-48-56-850-000-870	BLOCK 4306(ASBURY PARTNERS, LLC)					
MARFAL MARAZITI FALCON, LLP		24-02921	PROFESSIONAL SERVICES RENDERED	292.50	0.00	
T-48-56-850-000-879	201-203 EIGHTH AVENUE(K.HOVNANIAN)					
MARFAL MARAZITI FALCON, LLP		24-02921	PROFESSIONAL SERVICES RENDERED	1,072.50	0.00	
T-48-56-850-000-882	BLK 3904 PARKING GARAGE(ASBURY PARTNERS)					
MARFAL MARAZITI FALCON, LLP		24-02921	PROFESSIONAL SERVICES RENDERED	162.50	0.00	
DILW0005 DILWORTH PAXSON, LLP		24-02994	Invoice 613394 900 Springwood	1,051.50	0.00	
				1,214.00		
T-48-56-850-000-883	BLK 4004 108 3RD AVENUE(ASBURY PARTNERS)					
MARFAL MARAZITI FALCON, LLP		24-02921	PROFESSIONAL SERVICES RENDERED	390.00	0.00	
	Extd Total:			10,580.16		
	Department Total:			10,580.16		
	CAFR Total:			10,580.16		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			10,580.16		
	Year Total:			49,297.78		
Total Charged Lines: 514 Total List Amount: 6,088,465.15 Total Void Amount:				0.00		

Attachment: Bill List November 13, 2024 (2024-474 : Payment of Bills)

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	3-01	10,357.16	0.00	0.00	10,357.16
CURRENT	4-01	1,069,515.41	0.00	0.00	1,069,515.41
BEACH	4-05	834.80	0.00	0.00	834.80
TRANSPORTATION UTILITY: BUDGET:	4-06	19,401.26	0.00	0.00	19,401.26
SEWER UTILITY: BUDGET:	4-07	120,752.52	0.00	0.00	120,752.52
Year Total:		1,210,503.99	0.00	0.00	1,210,503.99
GENERAL CAPITAL FUND BUDGET:	C-04	2,838,131.69	0.00	0.00	2,838,131.69
PARKING CAPITAL	C-09	1,865,718.85	0.00	0.00	1,865,718.85
Year Total:		4,703,850.54	0.00	0.00	4,703,850.54
GRANT FUND BUDGET:	G-02	114,455.68	0.00	0.00	114,455.68
ANIMAL CONTROL FUND BUDGET:	T-12	487.50	0.00	0.00	487.50
COMMUNITY DEVELOPMENT BLK GRANT BUDGET:	T-17	5,426.37	0.00	0.00	5,426.37
TRUST OTHER	T-20	23,125.00	0.00	0.00	23,125.00
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	8,985.00	0.00	0.00	8,985.00
ISTAR-2 ESCROW FUND:	T-42	693.75	0.00	0.00	693.75
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	10,580.16	0.00	0.00	10,580.16
Year Total:		49,297.78	0.00	0.00	49,297.78
Total Of All Funds:		6,088,465.15	0.00	0.00	6,088,465.15

November 13 , 2024 Meeting

Balance Brought Forward from Total List Amount	\$ 6,088,465.15
NJ Motor Vehicle Commission (24-02972)	\$ 60.00
Postmaster (24-03029)	\$ 2,000.00
Kulinary Kings (24-02965)	\$ 3,000.00
CMRS-FP (24-03066)	\$ 2,500.00
Over the Moon Art Studios (24-03099)	\$ 1,550.00
G.J. Oliver, Inc., (24-02063)	\$ 19,500.40
Total:	<u><u>\$ 6,117,075.55</u></u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-475

Resolution authorizing the purchase of Personal Protection Turnout Gear for the Fire Department from Skylands Area Fire Equipment off of State Contract #17-FLEET-00809 and #17-FLEET-00810 totaling \$71,648.39 utilizing Grant Funds.



RESOLUTION NO. 2024-475

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

RESOLUTION AUTHORIZING THE PURCHASE OF PERSONAL PROTECTION TURNOUT GEAR FOR THE FIRE DEPARTMENT

WHEREAS, the City has a need to purchase personal protection turnout gear for the Fire Department; and

WHEREAS, the City has obtained the attached quotes totaling \$71,648.39 from Skylands Area Fire Equipment and Training LLC off of N.J. State Contract #17-FLEET-00809 and #17-FLEET-00810; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: G-02-43-993-024-200. The maximum amount of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorizes the purchase outlined in this Resolution for a total amount of \$71,648.39 to Skylands Area Fire Equipment and Training LLC.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-475 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



~~Lisa Esposito, City Clerk~~ 11/14/2024

LISA ESPOSITO
CITY CLERK

SKYLANDS AREA FIRE EQUIPMENT & TRAINING LLC

23 Hamburg Turnpike, Unit A
Riverdale, NJ 07457

Phone: 973-579-3473
sales@safe-tonline.com

Fax: 973-859-0904
www.SAFE-Tonline.com



Quote # 8058

Proposal Date: 10/11/2024

Bill To:

City of Asbury Park
Attn. Fire Dept.
One Municipal Plaza
Asbury Park, NJ 07712

Ship To

Asbury Park Fire Dept.
800 Main Street
Asbury Park, NJ 07712-5910

Rep	Terms	Valid Until	FOB	Contract #	
AN	Due on receipt	06-15-2025	Prepaid	See Below	
Qty.	Item	Description	Contract Item #	Unit Price	Total
11	Tails	Morning Pride LTO 17ID Tails Black	NJASBU00045	2,407.18	26,478.98
11	Pants	Morning Pride LTO 17ID Pants Black	NJASBU00046	1,667.49	18,342.39
5	Tails	Morning Pride LTO 17ID Tails Black Officer Spec	NJASBU00047	2,404.63	12,023.15
5	Pants	Morning Pride LTO 17ID Pants Black	NJASBU00048	1,669.33	8,346.65
14	FIRE HERO® XTR...	507101 FIRE HERO® XTREME 11 W Sizes TBD		461.23	6,457.22
		Morning Pride-Honeywell NJ Contract # 17-FLEET-00810 (Valid through 06-14-2025) Haix NJ Contract # 17-FLEET-00809 (Valid through 06-14-2025)			

PURCHASE AUTHORIZATION

ALL FIELDS MUST BE FILLED OUT COMPLETELY OR ORDER WILL NOT BE PROCESSED

Please proceed with the order as listed in this Proposal.

The department agrees to the total amount below and shall authorize payment upon receipt of the order.

Dept. Po/Voucher will be submitted Yes PO# _____ No (circle one)

In order to expedite your order entry, please email all Purchase Orders to
ORDERS@SAFE-TONLINE.COM

Sign: _____ Print: _____

Total \$71,648.39

Date: _____

Rank: _____

Tel. _____

Email: _____

Attachment: FD TURNOUT GEAR QUOTE #6246 (2024-475 : Authorizing the purchase of personal protection turn out gear for the Fire



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-476

Resolution authorizing the purchase of a rescue strut kit for the Fire Department from Continental Fire & Safety off of State Contract #17-FLEET-00757 totaling \$88,554.25 utilizing capital funds.



RESOLUTION NO. 2024-476

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

RESOLUTION AUTHORIZING THE PURCHASE OF A RESCUE STRUT KIT FOR THE FIRE DEPARTMENT

WHEREAS, the City has a need to purchase a rescue strut kit for the Fire Department;
and

WHEREAS, the City has obtained the attached quotes totaling \$88,554.25 from
Continental Fire & Safety off of N.J. State Contract #17-FLEET-00757; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the
following account: C-04-55-998-186-002. The maximum amount of the pending contract is as
stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council, of the City of
Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorizes the
purchase outlined in this Resolution for a total amount of \$88,554.25 to Continental Fire &
Safety.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New
Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION
NO. 2024-476 which was finally adopted by the City Council at a meeting held on the 13th day
of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



~~Lisa Esposito~~, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK



2740 KUSER ROAD
HAMILTON, NJ 08691
800-313-1846 - Info@contfire.com

QUOTE

Date	Estimate #
10/15/2024	24-2231

Name / Address
ASBURY PARK CITY ONE MUNICIPAL PLAZA ASBURY PARK, NJ. 07712 Christopher.Barkalow@cityofasburypark.com

Terms	Rep	Project
Net 30	LJK	

PN	Description	Qty.	Rate	Total
22-796901	Paratech 22-796901 Light US&R Rescue Strut System - List Price \$93215	1	88,554.25	88,554.25
PARATECH	NJ STATE CONTRACT 17-FLEET-00757 5% OFF LIST PRICE FREE MOTOR FREIGHT SHIPPING IN-SERVICE TRAINING PROVIDED		0.00	0.00

**Due to inconsistent pricing from our vendors
we reserve the right to adjust pricing at any time.**

Total: \$88,554.25

www.contfire.com

A 3% SERVICE FEE WILL BE ADDED ON CREDIT CARD PURCHASES
OF \$1000.00 OR MORE

Thank you for your consideration!



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-477

Resolution authorizing the purchase of lumber and hardware needed for the fabrication of 15 beach lockers for 2025 beach season. Three quotes were solicited with Dreyer's Lumber & Hardware being the lowest quote received totaling \$18,860.31.



RESOLUTION NO. 2024-477

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

RESOLUTION AUTHORIZING PURCHASE OF LUMBER AND HARDWARE FOR BEACH LOCKERS

WHEREAS, the City of Asbury Park ("City") has a need to purchase lumber and hardware for the fabrication of beach lockers for the 2025 season; and

WHEREAS, the City has solicited and obtained three quotes from Dreyer's Lumber & Hardware Inc., Jaeger Lumber Supply Co. and 84 Lumber Co.; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of lumber and hardware to Dreyer's Lumber & Hardware Inc. in the amount of \$18,860.31; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 4-05-55-502-000-215. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of lumber and hardware for the fabrication of beach lockers for the 2025 season in the amount of \$18,860.31 and a copy of this Resolution shall be provided to the Beach Manager, City Manager, CFO and Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-477 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



~~Lisa Esposito, City Clerk~~ 11/14/2024

LISA ESPOSITO
CITY CLERK



DREYER'S LUMBER ST 2
348 ELBERON BLVD
OAKHURST NJ 07755

PHONE: (732) 531-0220
 OUR NEW WEEKDAY HOURS ARE:
 7:30 AM - 4:30 PM

STORE HOURS:

Mon-Fri: 7:30-4:30pm
 Sat: 8:00-12:00pm
 Sun: Closed

PULLED BY: _____
 CHECKED BY: _____
 DELIVERED BY: _____

CUST NO: 200651 JOB NO: 000 PURCHASE ORDER: REFERENCE: TERMS: DUE 10TH CLERK: MD DATE / TIME: 10/18/24 12:26

TERMINAL: 582

SOLD TO:

CITY OF ASBURY PARK
 1 MUNICIPAL PLAZA

SHIP TO:

EXP. DATE: 10/9/24

ASBURY PARK NJ 07712

SALESPERSON: 23 MD
 TAX: 300 NO TAX

ESTIMATE: 182545

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE/ PER	EXTENSION
1		160	EA	248T	2X4X8' #1 PRIME .15 CA TREATED	YARD	160	6.25 /EA	1,000.00 N
2		35	EA	448T	4X4X8' #1 .14 CA TREATED	YARD	35	16.74 /EA	585.90 N
3		100	EA	2242T	2X2X42" #1 .10 CA TREATED B1E	YARD	100	2.12 /EA	212.00 N
4		50	EA	54610T	5/4X6X10' PREM. .14 CA TRTD	YARD	50	14.86 /EA	743.00 N
5		70	EA	148T	1X4X8' .14 CCA "D" TRTD	YARD	70	6.85 /EA	479.50 N
6		70	EA	4	3/4" AB MARINE PLYWOOD		70	129.52 /EA	9,066.40 N
7		17	EA	34CCA	3/4"4X8.40 CCA TRTED CDX PLYWOOD	YARD	17	49.37 /EA	839.29 N
8		17	EA	716OSB	7/16" 4X8 O.S.B. SHEATHING	YARD	17	18.59 /EA	316.03 N
9		20	EA	12AZ	1/2" 4"X8" AZEK	YARD	20	132.00 /EA	2,640.00 N
10		100	EA	770873	4" SS Extra HVY T Hinge		100	12.57 /EA	1,257.00 N
11		50	EA	770844	5" SS HD Barrel Bolt		50	26.12 /EA	1,306.00 N
12		48	EA	298656	100Z HD VOC LIQ Nails	STORE	48	4.29 /EA	205.92 N
13		1	EA	4	Wood Screws (#10 x 3-1/2") 1000		1	121.07 /EA	121.07 N
14					HILLMAN # 967781				
15		1	EA	4	Wood Screws (#08 x 1-1/2") 1015		1	38.20 /EA	38.20 N
16		5	EA	4	#6 SS TRUSS HEAD SCREW 3/4"		5	10.00 /EA	50.00 N

(INVOICES)

TAXABLE 0.00
 NON-TAXABLE 18860.31
 SUBTOTAL 18860.31

TAX AMOUNT 0.00

TOTAL 18860.31

TOT WT: 1086.00

X

Received By

*** No returns accepted on non-stock special order material ***

* Deliveries ordered over curb at customer risk only

* All claims and returned goods must be accompanied by this bill

* Invoices past due subject to 1.5% service charge per month

* On all material returned, a charge of 20% for handling will be billed

Quotation



Belmar
800 12th Ave.
Belmar, New Jersey 07719
732-681-1900
www.jaegerlumber.com

Quote No 481528
Quote Date 09/20/2024

Expiry Date: 09/27/2024

Invoice Address
Asbury Park
1 MUNICIPAL PLAZA
ASBURY PARK, NJ, 07712

Delivery Address
1 MUNICIPAL PLAZA
ASBURY PARK, NJ, 07712

Customer 8670
Your Ref
Delivery On 09/20/2024
Taken By David Bartsche
Sales Rep House



Page 1 of 2

Special Instructions		Notes				
BLANKET PO #20-00280 F/VARIOUS SUPPLIES,TOOLS,ETC \$1000.00 1/2020						
Line	Product Code	Description	Qty/Footage	Price	Per	Total
1		The pricing for products on this quote or order are only good for products either picked up or delivered in the next 14 days. Deposits placed on orders do not guaranty pricing.				
2	2408TW	2X4X8 #1SYP treated .15 MCA 160/8	160 Each	6.27	Each	1,003.20
3	4408TW	4X4X8 #1 SYP GROUND CONTACT .15 MCA 35/8	35 Each	14.48	Each	506.80
4	2245TW	2X2X48 #1SYP SQ2E TREATED BALU .06 MCA	100 PC	2.97	PC	297.00
5	54610TW	5/4X6X10 SELECT SYP treated .15 MCA 50/10	50 Each	12.16	Each	608.00
6	1412DTW	1X4X12 D&BTR SYP treated .06 MCA 70/12	70 Each	8.62	Each	603.40
7	4834ABM	4X8 3/4 AB MARINE FIR PLYWOOD	70 Each	178.56	Each	12,499.20
8	34ULTW	3/4 4X8 UL SYP treated .06 MCA	17 Each	78.89	Each	1,341.13
9	48716OSB	4X8X7/16 ORIENTED STRAND EXT B	17 Each	19.20	Each	326.40
10	4812AZ	4' X 8' X 1/2" AZEK SHEET	20 Each	165.85	Each	3,317.00
11	N342-501	National Hardware 4 in. L Silver Stainless Steel Heavy Duty T Hinge 1 pk	100 Each	16.99	Each	1,699.00
12	N342-477	National Hardware 5 in. L Stainless Steel Barrel Bolt 1 pk	50 Each	26.99	Each	1,349.50
13	450037	Liquid Nails Heavy Duty Acrylic Latex Construction Adhesive 10 oz	24 Each	3.99	Each	95.76
14	0341199	NN 3 1/2"x10 CAMO GREEN DECK 1350 #17 PT SCREW,BUGLE HD,T25	1 Each	114.99	Each	114.99
15	0341104	NN EPOXY COAT TORX T20 DRIVE 8X1.62 350CT 0341104	3 Each	16.99	Each	50.97
16	Fuel Surcharge	Fuel Surcharge				20.00

Total Amount	\$23,832.35
Sales Tax 6.63 %	\$0.00
Quotation Total	\$23,832.35

ESTIMATE #899**84 LUMBER CO.**

10/15/24 2:01 PM

PAGE 1

NAME: CITY OF ASBURY PARK
 CODE: 0649111000-000-000
 ADDRESS: 1 MUNICIPAL PLAZA
 ASBURY PARK, NJ 07712
 PHONE: (732) 502-5709 FAX:
 PROJECT: 9 MAIN STREET

STORE: 1110 - LAKEWOOD
 ADDRESS: 1410 RIVER AVE
 PHONE: (732) 370-0084
 ASSOCIATE: BEN-HURR FRANCOIS
 EST DATE: 10/15/24 START: / /

< THIS IS NOT A RECEIPT >

#899

CUSTOMER COPY

P.O.S.#	QTY	DESCRIPTION	PRICE	EXTENDED
** DELIVERED				
-- WINTER PROJECT FOR THE CITY OF ASBURY PARK --				
CONTACT NAME & NUMBER: ROLF REINALDA / 732-502-5709				
JOBSITE: XXX				
DELIVERY REQUEST DATE: XX/XX/XXXX				
Po: HOLD D: DO NOT PROCEED				
9.	2040870	160	2X4X8 #2 PRIME TRT SYP	5.29 846.40
10.	4040806	35	4X4X8 SYP TREATED #2	10.98 384.30
11.	7530500	100	2X2X42 BEVL 2 END PT	2.06 206.00
12.	5461007	50	5/4X6X10 SYP PREM TRTD	9.33 466.50
13.	88403	70	1X4X10 #2 GRADE	9.62 673.40
LONGER LEAD TIME - NEED TO BE ORDERED 2 WEEKS IN ADVANCE				
15.	88407	70	3/4X4X8 MARINE GRADE PLY	128.32 8982.40
LONGER LEAD TIME - NEED TO BE ORDERED 2 WEEKS IN ADVANCE				
17.	7502100	17	3/4X4X8 SYP CDX TREATED	47.73 811.41
18.	71600	17	7/16X4X8 OSB	13.43 228.31
19.	2400400	20	1/2X4X8 VERSATEX SMTH PNL	124.49 2489.80
20.	88479	100	NH HINGES N342-501 S STEEL	16.64 1664.00
21.	88479	50	NH BOLT N342-477 S STEEL	36.46 1823.00

Attachment: BEACH LOCKER QUOTES #6244 (2024-477 : Purchase of Lumber and Hardware for Beach Lockers)

ESTIMATE #899
10/15/24 2:01 PM

84 LUMBER CO.

PAGE 2

NAME: CITY OF ASBURY PARK
CODE: 0649111000-000-000
ADDRESS: 1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712
PHONE: (732) 502-5709 FAX:
PROJECT: 9 MAIN STREET

STORE: 1110 - LAKEWOOD
ADDRESS: 1410 RIVER AVE
PHONE: (732) 370-0084
ASSOCIATE: BEN-HURR FRANCOIS
EST DATE: 10/15/24 START: / /

< THIS IS NOT A RECEIPT >

#899

CUSTOMER COPY

P.O.S.#	QTY	DESCRIPTION	PRICE	EXTENDED
22. 113312	24	LNP-903 VOC HEAVYDUTY 28OZ	4.86	116.64
23. 88479	1	3-1/2"X#10 EXT SCR 1M CT	56.13	56.13
24. 88479	1	1-5/8"X#8 EXT SCR 5M CT	80.20	80.20
25. 88479	1	8X3/4" ZN PH MOD TRUSS #10	39.24	39.24
27. 29000	1	FUEL SURCHARGE	45.00	45.00
			SUBTOTAL	\$18,912.73
			0% TAX TM	\$0.00
			TOTAL	\$18,912.73

84 LUMBER CO. ESTIMATE AND PRICING POLICY

1. REGULAR UNIT PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE ANYTIME AFTER 7 DAYS FOLLOWING DATE OF ESTIMATE.
2. SALE PRICES ARE IN EFFECT ONLY UNTIL THE END OF THE ADVERTISED SALE PERIOD.
3. CUSTOMER DEPOSIT OF FULL AMOUNT OF ESTIMATED TOTAL PRICE WILL RENDER UNIT PRICES FIRM FOR 30 DAYS FROM DATE OF DEPOSIT.
4. 84 LUMBER CO. ASSUMES NO RESPONSIBILITY FOR ACCURACY OF TAKE OFFS FROM DRAWINGS OR BLUEPRINTS OR THAT THE PRODUCTS LISTED WILL BE SUFFICIENT TO COMPLETE CUSTOMER'S INTENDED PROJECT. CUSTOMERS SHOULD HAVE QUALIFIED ENGINEER OR ARCHITECT REVIEW ALL QUANTITIES.
5. THIS ESTIMATE DOES NOT CONSTITUTE A CONTRACT OF SALE OR GUARANTEE AVAILABILITY OF ANY PRODUCT LISTED.
6. ALL PRICES QUOTED BASED ON TOTAL PACKAGE PRICE AND SUBJECT TO CHANGE IF TOTAL PACKAGE NOT PURCHASED OR CONTENTS OF PACKAGE CHANGE

For this project, call Maggie's Mgmt LLC dba 84 Insurance for a quote on Builders Risk Insurance at 877-866-1384 Opt. 1 Ext. 2165 or visit 84insurance.com.

Maggies Management, LLC is a licensed insurance producer and is a separate entity from 84 Lumber Co. 84 Lumber Co. is not licensed to and does not sell insurance.

Attachment: BEACH LOCKER QUOTES #6244 (2024-477 : Purchase of Lumber and Hardware for Beach Lockers)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-478

Resolution authorizing the purchase of a new Toyne Pumper Apparatus for the Fire Department from Toyne off of the Houston-Galveston Area Council Contract #FS12-23 totaling \$1,052,836.00 utilizing capital funds.

**RESOLUTION NO. 2024-478**

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

**RESOLUTION AUTHORIZING THE PURCHASE OF A NEW FIRE DEPARTMENT
PUMPER APPARATUS**

WHEREAS, the City of Asbury Park is a member of the Houston-Galveston Area Council (HGAC); and

WHEREAS, HGAC has awarded Toyne a competitively bid contract and said contract number FS12-23 and

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

WHEREAS, the City has obtained the attached quote from Toyne for a new Pumper Apparatus totaling \$1,052,861.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-186-002. The maximum dollar value of the pending contract is as stated in the resolution.

WHEREAS, Toyne as per LFN 2012-10 have supplied a New Jersey Business Registration Certificate, a Statement of Corporate Ownership, Non-Collusion Affidavit, and EEO Compliance before the contract can be signed; and

WHEREAS, a Notice of Intent to Award was advertised on the City of Asbury Park website and in the Asbury Park Press on November 2, 2024 as per the requirements in LFN 2012-10.

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

WHEREAS, no New Jersey State Contracts for Toyne or similar services exist and the use of the national cooperative purchasing agreement shall result in a cost savings over the purchase of similar services through other procurement processes; and

WHEREAS, said contract and LFN 2012-10 support documents are attached to this

Resolution; and

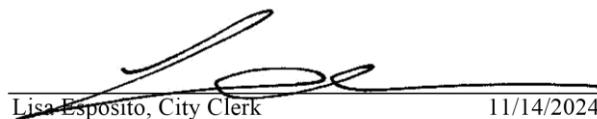
WHEREAS, the City Manager is hereby authorized to sign any contracts with the vendor.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorizes the purchases outlined in this Resolution for a total amount of \$1,052,861.00; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-478 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



Lisa Esposito, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK



PROPOSAL TO FURNISH FIRE APPARATUS

TO: City of Asbury Park New Jersey, C/O Fire Department

DATE: 10/11/24

DEALER: New Jersey Emergency Vehicles (NJEV)

Toyne, Inc. hereby proposes to manufacture and furnish you, subject to your acceptance of this proposal and the proper signing and execution of the attached contract or purchase order, by the parties thereto, the apparatus and equipment herein described and for the following prices listed below. In the event the customer uses its own purchase order or its own contract pages in lieu of signing the attached contract, it shall be understood by all parties that all terms and conditions of the attached contract and addendum(s) shall take precedence over any and all other documents.

Houston-Galveston Area Council, HGAC Contract FS12-23

One (1) Toyne, 2000 GPM, 500-gallon engine (pumper) on a custom chassis, for the sum of:

*One million, fifty-two thousand eight hundred sixty-one dollars and no cents
\$1,052,861.00*

Due to supplier volatility in the current marketplace, the customer will be responsible for any price increases that are mandated by the chassis manufacturer, or any other item that receives an immediate price increase applicable to orders already placed. These increases, should they occur, will be listed in a change order, and added to the final invoice. Neither Toyne and/or the representative dealer will be held responsible for these price increases should they occur as they are totally outside of control of Toyne and/or the representative dealer.

No federal, state, or local taxes are included.

Toyne, Inc., shall not be held responsible for delivery delays due to an act of God, component and/or chassis delays, or any other delay outside of the control of Toyne, Inc.

All apparatus and equipment shall be manufactured in accordance with the attached specifications with the same specifications becoming a part of the contract. Delivery shall be made within the time specified below after receipt and acceptance by TOYNE, INC. of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents or other acts of God, or any other circumstances which are beyond the control of this corporation.

TERMS OF PAYMENT: All apparatus shall be paid NET UPON DELIVERY AND ACCEPTANCE. In the event equipment shortages occur, the PURCHASER is to pay full purchase price less a 5% retainage for such shortage. Any amount deducted is then payable upon receipt and acceptance of such shortages.

All prices or quotations are subject to change or withdrawal unless accepted within 21 days from the date herein set forth.

BY: _____

Authorized Sales Representative, Toyne, Inc.

10-11/2024

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Toyne Inc. - Public Services - ID: 11569 - - FS12-23

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Toyne Inc., hereinafter referred to as the Contractor, having its principal place of business at 104 Granite Avenue, Breda, IA 51436.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are

subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was

considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027.

All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be

conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of

the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees

to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b)

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. § 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity

through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent

certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Toyne Inc.

Signature 
79DF841DFB3043E...

Name Michael Schwabe

Title President

Date 12/4/2023

H-GAC

Signature 
82EC27005061423...

Name Chuck Wemple

Title Executive Director

Date 12/5/2023

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Toyne Inc. - Public Services - ID: 11569

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

Fire Apparatus and Related Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

07230

Project ID: FS12-23

Release Date: Wednesday, July 26, 2023

· **Due Date:** Thursday, September 14, 2023 12:00pm

Posted Wednesday, July 26, 2023 7:00am

Bid Unsealed Thursday, September 14, 2023 12:05pm

Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts.

Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. Pumper Fire Apparatus

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. Pumper-Tanker/Tanker/Tender Fire Apparatus

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. Aircraft Rescue & Fire-Fighting Vehicles (ARFF)

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G. Fire Boats, Rescue Boats, Emergency Response Boats

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

I. Electric/Alternative Fuel Fire Apparatus

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. Fire Apparatus/Vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. Fire Apparatus/Vehicle Parts and Supplies

Response listing need only to include percentage discount.

L. Fire Apparatus/Vehicle Options

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model. (Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements**Licenses**

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue	\$1,000 per purchase order
Category B – Aerial Fire Apparatus	\$2,000 per purchase order
Category C – Pumper Fire Apparatus	\$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	\$2,000 per purchase order
Category E – ARFF Apparatus	\$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	\$2,000 per purchase order
Light Rescue/Quick Response	\$1,000 per purchase order
All Trailers	2% of purchase order
*Heavy Rescue is vehicle with GVWR of 26,000 and above.	
Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	\$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

—End of section—

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

Attachment A
Toyne, Inc.
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
Category A - Wildland and Brush Vehicle				
Toyne	Wildland	Ford F550 4 door 4x4 diesel, Hale HP200X-18, 250 gallon tank, bolted stainless steel body	\$ 277,556.00	10%
Toyne	Wildland Pumper	Freightliner M2106 4 dr 4x4, 360 hp, Hale DSD 1250 Side mount pump, 625 gallon tank, bolted stainless steel body	\$ 574,657.00	10%
Category B - Aerial Fire Apparatus				
Toyne	75' rear mount aerial	Spartan Metro Star, MFD 10", 450 HP, Waterous CS 1250 side mount pump, 500 gallons, bolted stainless steel body, 75' rear mount LTC steel aerial device	\$ 1,462,555.00	10%
Toyne	110' rear mount aerial	Spartan Gladiator MFD 10", Cummins ISX 15 500 hp, Waterous 1500 gpm side mount pump, 500 gallons, bolted stainless steel body, 110' rear mount LTC steel aerial device	\$ 1,768,786.00	10%
Toyne	100' rear mount platform	Spartan Gladiator MFD 10", Cummins ISX 15 500 hp, Waterous 1500 gpm side mount pump, 500 gallons, bolted stainless steel body, 100' rear mount Smeal steel aerial device	\$ 1,877,585.00	10%
Toyne	100' Mid-mount platform	Spartan Gladiator MFD 10", Cummins ISX 15 500 hp, Waterous 1500 gpm side mount pump, 500 gallons, bolted stainless steel body, 100' mid-mount Smeal steel aerial device	\$ 2,163,347.00	10%
Category C - Pumper Fire Apparatus				
Toyne	Ford Mini-Pumper	Ford F550 4 door 4x4 diesel, 300 gallon tank, bolted stainless steel body	\$ 388,725.00	10%
Toyne	FTL Commerical Pumper	Freightliner M2106 2 dr, 360 hp, Waterous CS 1250 Side mount pump, 1000 gallon tank, bolted stainless steel body	\$ 440,646.00	10%
Toyne	KW Commercial pumper	Kenworth T380 2 door, Waterous CS1250 side mount pump, 1000 gallon tank, bolted stainless steel body	\$ 438,979.00	10%
Toyne	IHC Commercial pumper	International MV607 2 door, Waterous CS1250 side mount pump, 1000 gallon tank, bolted stainless steel body	\$ 432,261.00	10%
Toyne	Base custom pumper	Spartan FC94 MFD 10", Cummins ISL9 450, Waterous CS1250 side mount pump panel, 1000 gallon tank, bolted stainless steel body	\$ 604,018.00	10%
Toyne	Custom custom pumper	Spartan Metro Star MFD 10", Cummins ISL9 450 hp, Waterous CS1250 side mount pump, 1000 gallon tank, bolted stainless steel body	\$ 710,904.00	10%
Toyne	PRV pumper	Spartan Metro Star MFD 10", Cummins X12 500hp, Hale Q-Max 1500 side mount pump with rollout pump panel, 750 gallon, Welded stainless steel body	\$ 994,982.00	10%
Category D - Pumper-Tanker/Tender				
Toyne	Dry side PTO pumper/tanker	Freightliner M2 106 2 door, Cummins ISL9 360 hp, Hale MBP 750 PTO side mount pump, 2000 gallon tank, bolted stainless steel body	\$ 419,198.00	10%
Toyne	Wet side PTO pumper/tanker	Freightliner M2 106 2 door, Cummins ISL9 360 hp, Hale MBP 750 PTO side mount pump, 2100 gallon tank wetside, aluminum treadplate body	\$ 389,644.00	10%
Toyne	Tanker with portable pump	Freightliner M2 106 2 door, Cummins ISL9 360 hp, Waterous PB3030 with 24hp Kubota diesel enging, 2000 gallon tank and bolted stainless steel body	\$ 384,087.00	10%
Toyne	Pumper/tanker	Freightliner SD114 2 door, Cummins ISL9 450 hp, 6x4, Waterous CS1000 gpm side mount pump, 2500 gallon tank, bolted stainless steel body	\$ 500,827.00	10%
Category F - Special Service Vehicles				
Toyne	Light duty rescue	Ford F550 4 door 4x4, bolted stainless steel walk around rescue body	\$ 269,828.00	10%
Toyne	Heavy duty rescue	Spartan Metro Star MFD 10", bolted stainless steel walk around rescue body	\$ 760,532.00	10%
Toyne	Medium duty rescue	Freightliner M2 106 2 dr, bolted stainless steel walk around rescue	\$ 494,906.00	10%

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)



Memorandum

To: John Hayes, Deputy City Manager
From: Robert Pasquariello, Jr.-Battalion Chief
CC: D.K. Keddy, Fire Chief
Date: 10/17/2024
Re: New Pumper Proposals

Deputy Manager Hayes,

I have solicited proposals from three companies for the new pumper purchase. As of this writing, I have received two proposals. I have made several attempts since August 9 to solicit the third proposal from Seagrave Fire Apparatus; however, I have received no proposal and my last inquiry has gone unanswered.

The two remaining proposals are from Ferrara Fire Apparatus (Dealer: Firefighter One) and Toyne Fire Apparatus (dealer: NJ Emergency Vehicles). I have included a spreadsheet detailing the comparisons of these two proposals objectively.

The only additional information that I can provide is:

- The Ferrara proposal, as indicated, is significantly less money. However, that proposal is strictly dependent upon Ferrara being able to source a 2022 EPA-emissions engine and not an engine that conforms with the newer, more stringent EPA requirements. It should be noted that Ferrara is the only apparatus manufacturer that I know of, out of these proposals or anecdotally, that is indicating that they can source this engine for an apparatus that will not even begin production for >1.5 years.
- During our proposal meeting on August 19, 2024 at 430 PM at Asbury Park Fire Headquarters, Ferrara representatives indicated verbally that if this engine is not available, we would be expecting a "\$60-65,000 price increase." This price increase would occur AFTER a contract is signed and Purchase Order issued. Present at this meeting, in addition to myself, were two Ferrara dealer representatives; APFD Captains Andre Spann and Brett Nielsen; and, APFD Firefighter Peter Keeshen. The Toyne proposal already includes this increased cost and includes the newer emissions motor.

- There is a "chassis" partial-payment of \$491,792.88 due within 30 days of the arrival of the chassis at the Toyne factory. Roughly speaking, this would be a partial-payment due approximately 1 to 1 ½ years from contract signing. Remainder of the payment would be due upon apparatus delivery/acceptance.
- The Toyne proposal has a \$20,000 contingency built into the base price for unforeseen cost increases between now and when the apparatus begins production. If there should be no cost increases, that contingency will not be due upon final invoice. We would require itemized invoices from the vendor should that contingency need to be utilized; however, it would not affect the Purchase Order/Final Cost as it is already included in the proposal.
- Toyne's dealer, NJ Emergency Vehicles, is the geographically closest of the three dealers' service centers. In addition, NJ Emergency Vehicles has built our ambulances for the last several builds and we have had no issues with their post-delivery warranty or service.
- It should also be noted that the Toyne proposal has a significantly more robust post-delivery service schedule already included in the price: monthly service for the first year followed by annual service the second year.

The only additional information for your consideration is that these proposals are all highly volatile at the moment due to parts availability and market fluctuations. The Ferrara proposal is valid through September 30, 2024. The Toyne proposal is valid for sixty days from the proposal date of August 30, 2024. Also, both proposals are made via cooperative purchasing agreements and would not require bidding.

Respectfully,
Robert Pasquariello, Jr.
 Robert Pasquariello, Jr.

Attachment: Pumper Proposal Spreadsheet

	A	B	C	D	E	F	G
1	Asbury Park Fire Department						
2	Pumper Proposals						
3	<u>Manufacturer</u>						
4		<i>Toyne</i>	<i>Seagrave</i>	<i>Ferrara</i>	<i>Department's Specifications</i>		
5	Base Price	\$1,052,861.00		\$977,754.00		*Price includes \$20,000 contingency to avoid last-minute price increases	**Price is contingent upon acquiring a 2022 EPA-emissions engine. If engine is not available, price will be ~\$65,000 higher.
6	Length	28' 11"		30' 2"	<30'		
7	Wheelbase	172"		181"	<168"		
8	Height	9' 5"		9' 6"	<10'		
9	Hosebed Height	44"		58.5"			
10	Build Time (est.)	1095 days		810 days			
11	Angle of Approach	8°					
12	Angle of Departure						
13	GVWR-Front	21500		24000			
14	Front Axle	Meritor		Hendrickson			
15	Front Susp.	10 Leaf 20-21500# w/nitrogen absorbers		3 Leaf, 24000# w/piston shock absorb.			
16	Front Brakes	Meritor 17" disc		Meritor disc			
17	Fr. Cramp Angle	48°L/44°R		45°			
18	GVWR-Rear	27000		27000			
19	Rear Axle	Meritor		Meritor			
20	Rear Brakes	Meritor Drum		Drum			
21	Rear Susp.	21k-315k# w/nitrogen absorbers		27k# leaf			
22	Cab Material	Alum.		Alum.			
23	Cab Width	94"		100"	<98"		
24	Body Material	Stainless		Alum.			
25	Body Width	100"		100"	<=100"		
26	Engine	X10 2027 EPA		Pre-2027 EPA X12		If pre-2027 motor unavailable; upgrade will cost will be passed onto customer.	
27	Pump Controller	FRC Pump Boss MAX		FRC Pump Boss MAX	FRC Pump Boxx		
28	Intake Valves	Master Intake-both steamer connections		Driver Side Only	Master Intake-both steamer connections		
29	Pump	Waterous CSU 2000		Waterous CSU 2000	2000 GPM		
30	Transmission	EVS3000		EVS4000			
31	Driveline	MSI 1710/Meritor		Neapco 1810			
32	Fuel Tank	68 gal.		50 gal.	>50 gal.		
33	Air Dryer	Wabco 1200		Wabco 1200			
34	Air Compressor	Wabco 18.7 cfm		Wabco 26 cfm			
35	Alternator	430A Delco Remy		430A Delco Remy			
36	Cab Paint Warranty	10 years		10 years			
37	Cab Struct. Warranty	10 years		10 years			
38	Electr. Warranty	2 years					
39	Emissions Warranty	10 years		5 years			
40	Trans. Warranty	5 years		5 years			
41	Frame Struct.Wty.	50 years		50 years			
42	Frame Corrosion Wty.	25 years		20 years			
43	Frame Comp. Wty.	3 years		---			
44	Pump Warranty	7 years		7 years			
45	Pump Plumb. Wty.	10 years		10 years			
46	Water Tank Wty.	Lifetime		Lifetime			
47	Paint Warranty	10 years		10 years			
48	Post-Delivery Service:	1st Month:Weekly		(2) Total Annual PM/Inspection s			
49		2-12 Month: Monthly					
50		Final: End of Warranty Period (Yr 2)					
51	Distance to Service	8 miles	31 miles	41 miles			
52							



FF1 Apparatus
34 Wilson Drive
Sparta, New Jersey 07871

August 28, 2024

FIRE APPARATUS PROPOSAL FOR CITY OF ASBURY PARK / ASBURY PARK FIRE DEPARTMENT

FF1 Apparatus proposes to furnish the following vehicle and equipment, as described in the accompanying specifications. The apparatus and equipment will be delivered to **Asbury Park Fire Department**.

DESCRIPTION	AMOUNT
One (1) Ferrara Inferno Custom Pumper	\$977,754.00

This offer is exclusive of any applicable taxes or fees.

This offer is valid through end of business, **September 30, 2024**, and may be extended in writing by FF1 Apparatus.

A discount for pre-payment of the apparatus, either in part or for the entire amount, is available. The program pays **5% simple interest** over the construction period. For example, an \$875,000.00 pre-payment over 810 days would earn approximately \$94,315.07 in interest, leaving a balance due at delivery of only \$33,438.83. Exact interest will be calculated based on date of payment receipt through date of completion at Ferrara's Holden factory. Pre-payments must be received within 30 days of contract signing.

If a purchase order is used, it should be made out to FF1 Apparatus, 34 Wilson Drive, Sparta, New Jersey 07871.

Respectfully submitted,

Jonathon Van Norman
Owner, Founder & President
FF1 Apparatus & Firefighter One, LLC

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)


FERRARA

QUOTATION

Asbury Park Fire Department
800 Main Street
Asbury Park, New Jersey 07712

FF1 Apparatus, LLC
Dave Hollywood
34 Wilson Drive
Sparta, New Jersey 07871
O: 833-FF1-FIRE
C: 973-418-2887
dhollywood@ff1.com



Exp. Date: 09/30/2024
Quote No: 10236-0018
08/28/2024

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PART NO	DESCRIPTION	QTY
	FERRARA INFERNO CUSTOM PUMPER	
00-02-2420	Proposal Response (Pumper)	1
00-02-8000	EPA 2026 Statement	1
00-06-0420	Payment Terms: Ferrara Standard	1
00-12-0220	Single Source Manufacturer	1
00-12-0620	Principal Dimensions	1
	The apparatus shall have the following dimensions:	
	Overall Length: 30' 2"	
	Overall Height: 9' 6"	
	Wheelbase: 181"	
	Cab to Axle: 119"	
00-14-0220	Drawings - Proposal	1
00-14-0620	Drawings - Approval	1
00-18-2020	Delivery Time - Pumpers / Tankers	1
	The apparatus will have the following delivery schedule after receipt of the order.	
	Custom Pumper: 810 Days	
	The manufacturer will not be held liable for changes arising from its failure to make or delay in making delivery because of fire, flood, strike, riot, supply chain, work force shortages, accidents, acts of God or any circumstances beyond our control.	
00-22-0210	FF1 Service Contacts	1
	The dealership must have a 24 hour/ 7 day a week, toll-free emergency hot line. The dealership must be capable of providing both in-house and on-site service for the apparatus. The dealership shall employ service technicians that are EVT certified in compliance with NFPA 1071 classifications F2 through F6. On-site service and maintenance shall be the primary function, to eliminate the vehicle having to leave the fire department jurisdiction.	
	Further, the dealership must have a service call center that is staffed Monday through Friday.	

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

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PART NO	DESCRIPTION	QTY
00-22-0610	FF1 Mobile Service Vehicles The dealership shall have a minimum of 13 full time, company owned, service vehicles. The vehicles shall be available 24 hours a day, seven days a week to respond to customer needs. The service vehicles shall be operated by full time, qualified fire apparatus and equipment technicians.	1
00-22-0810	FF1 Replacement Parts Replacement parts for the apparatus shall be available directly from the dealership.	1
00-22-0910	FF1 Service Centers Located In Sparta and Browns Mills FF1 Apparatus operates three (3) fully staffed brick and mortar service centers, in addition to having 13 mobile service vehicles to repair apparatus, ambulances, SCBA and rescue tools. The service centers are located at: 34 Wilson Drive Sparta, NJ 07871 138 Demarest Drive Sparta, NJ 07871 102 Firehouse Road Browns Mills, NJ 08015	1
00-B2-0420	== Chassis - Custom Tilt Cab (Slot 41-3) - 1222.001 12/22/23 == Custom XD Full Tilt Cab - INFERNO	1
WHEELBASE / FRAMERAILS / COMPONENTS / ACCESSORIES		
02-A2-0220	Wheelbase The chassis wheelbase will be 181 inches.	1
02-A4-0420	Frame Rails - Double	1
02-A4-2620	Paint - Frame Rail, Hot Dipped Galvanized (Includes Cross Members)	1
02-A6-1420	Tow Hooks - Chrome, Below the Bumper	1
FRONT BUMPERS / COMPONENTS / ACCESSORIES		
02-B2-1420	Front Bumper - 12" High, Steel Channel Style The bumper will be painted job color red.	1
02-B4-0220	Recessed Pockets (2) - Front Bumper Sides	1
02-C4-0620	Front Bumper Extension - 12-1/2"	1
02-D2-0220	Gravelshield - Front Bumper Extension	1

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

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PART NO	DESCRIPTION	QTY
02-P2-0220	Air Horn - Driver's Side Thru Bumper, Hadley Round E-Tone The air horn will be located on the driver's side of the front bumper in position P6.	1
02-P2-0420	Air Horn - Passenger's Side Thru Bumper, Hadley Round E-Tone The air horn will be located on the passenger's side of the front bumper in position P2.	1
02-P6-0820	Air Horn Lanyard - Centered Between Driver/Officer	1
02-P8-0420	Air Horn Wiring - Active All Modes	1
02-P8-0820	Switch - Horn / Horn Selector There will be a horn / air horn selector switch installed in the cab pr the approved dash layouts to operate either air horn(s) or chassis electric horn through the horn ring button.	1
02-R4-1620	Siren Speaker - Federal BP200-EF The speaker will be located in the center of the front bumper in position P4.	1
FRONT AXLES / COMPONENTS / ACCESSORIES		
04-A2-1020	Front Axle - 24,000 Pounds, Hendrickson Steertek	1
04-A6-0820	Steering System - Sheppard, 18,000 to 24,000 Pounds	1
04-A8-0220	Chassis Alignment	1
04-B2-1220	Front Suspension - 24,000 Pounds, Hendrickson Steertek	1
04-C2-0620	Front Brakes - Disc, Meritor EX-225	1
04-C4-0820	Cramp Angle - 45 Degrees	1
04-D4-1720	Front Tires - Michelin 425/65R 22.5 "L" 24,000 Pounds (All Weather Tread)	1
04-E2-2420	Front Wheels - 22-1/2" x 12-1/4", Alcoa Aluminum	1
04-E4-1020	Wheel Trim - Front, Baby Moons / Lug Nut Covers	1
04-E4-2020	Mud Flaps - Front	1
SINGLE REAR AXLES / COMPONENTS / ACCESSORIES		
04-G2-0420	Rear Axle - 27,000 Pounds, Meritor RS-25-160	1
04-K2-8020	Rear Suspension - 27,000 Pounds, Spring	1
04-M2-0220	Standard Differential - Single Axle	1
04-M6-0820	Vehicle Top Speed: 65-68 MPH	1
04-P2-0620	Rear Brakes - S-Cam 16-1/2" x 8.62"	1
04-R4-0620	Rear Tires - Michelin 12R22.5 "H" 27,000 Pounds (Highway Tread)	1
04-S2-2020	Rear Wheels - 22-1/2" x 8-1/4", Alcoa Aluminum	1
04-S2-6020	Wheel Trim - Rear, High Hat Covers / Lug Nut Covers	1
04-S6-1220	Tire Pressure Monitor (Single Rear Axles) - LED Alert	1
AIR BRAKE SYSTEM / COMPONENTS		
06-A2-0220	Harness and Hose Routing System	1
06-A2-0620	Air Brake System - Color Coded Nylon w/Pull Cord Drain Valves	1
06-A2-4020	Chassis Air System Fittings - Push-Lock Type	1
06-A2-6220	Air Compressor - Wabco 26 CFM	1

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PART NO	DESCRIPTION	QTY
06-A4-4020	ABS/ATC/ESC System - SINGLE AXLE	1
06-B2-2020	Accessory Air Tank - 1700 Cubic Inch	1
06-B4-2420	Air Dryer - Wabco System Saver 1200	1
ENGINES / COMPONENTS / ACCESSORIES		
08-A4-0620	Engine - 500 HP, Cummins X12 (MY2022) If a pre-2027 emission engine is NOT available at the time of build (starting production on January 1, 2026) your order will automatically be upgraded and charged for either the 2027 engine compliant Cummins X-10 or X-15, with all associated costs being passed on to the end user. No exceptions.	1
08-B2-0420	Engine Brake - Cummins X15 Engines	1
ENGINE / COMPONENTS / COOLING SYSTEM - X SERIES ENGINES		
08-C2-0220	Cooling System - Cummins Engine	1
08-C2-1020	Skid Plate, Radiator Protection Igniter/Inferno Standard)	1
08-C2-1220	Cooling System Fan - Cummins X15 Engines	1
08-C2-2620	Radiator Coolant - Extended Life	1
08-C2-4020	Coolant Hoses - Silicone	1
08-C2-4420	Coolant Hose Clamps - Gates PowerGrip	1
08-C2-6020	Auxiliary Engine Cooler	1
ENGINE / COMPONENTS / CHARGING SYSTEMS		
08-D2-2220	Alternator - 430 AMP, Delco Remy 55SI	1
08-E2-0630	Battery System (6) - 925 CCA Each	1
08-E4-0220	Battery Boxes - Stainless Steel	1
08-E4-4220	Battery Jumper Studs	1
08-E4-6220	Termination Point - Battery Box	1
08-E6-0220	Battery Master Load Disconnect	1
08-E8-1420	Inverter / Battery Charger - Auto Power 2000 Watt, Kussmaul 091-269-12-2000 The inverter / battery charger will be located below the rear seat riser.	1
08-E8-1430	Receptacle - 20 AMP/120V Duplex Household Locate one (1) receptacle in each cab EMS compartment. The receptacles will be wired to shore power and the inverter through the inverter transfer switch..	2
08-G4-2025	Receptacle - 20 AMP, Kussmaul Super Auto-Eject 091-55-20-120	1
08-G4-4020	Receptacle Location - Driver's Side Cab Wheel Well Area	1
08-G6-0230	Cover - Super Auto Eject Yellow, Kussmaul 091-55-234-YW w/Bar Graph Display P/N 091-55-269-xx	1
08-G8-8220	Plate - Shore Power Inlet	1
TRANSMISSION / COMPONENTS / ACCESSORIES		
10-A2-1220	Transmission - Allison 4000 EVS	1

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PART NO	DESCRIPTION	QTY
10-A4-0420	Transmission Push Button Shifter - 4/5 Speeds	1
10-H2-0420	Drive line - 1810 Series	1
10-H4-1820	Fire Pump Installation	1
FUEL SYSTEM / COMPONENTS - X10 / X15 ENGINES		
10-J2-0220	Fuel Tank - 50 Gallon	1
10-J4-0220	Fuel Lines - Reinforced Wire Braided	1
10-J4-0420	Valve - Fuel Shutoff	3
	Located either side of the FWS and also 1 at the fuel tank.	
10-J4-2420	Fuel Water Separator - Primary Filter, Racor 3150R	1
10-J4-2620	Fuel Filter - Secondary Filter	1
10-J6-0820	DEF System w/5 Gallon Tank - Left Rear Under Cab	1
10-J8-2020	DEF Fill w/Door - Cast Aluminum, Left Crew Cab Extension	1
10-M2-0820	Exhaust System - EPA 2026	1
CAB CONFIGURATIONS - INFERNO XD - SMFD thru XLFD		
12-C2-0220	Custom Cab - Ferrara Extreme Duty	1
12-C4-1820	Custom Cab - Ferrara XD 100 XMFD	1
12-C5-1020	Sealed Engine Tunnel - Raised, Inferno Chassis	1
12-C6-0420	Cab Roof - Flat	1
12-P2-2420	Cab Doors - Barrier Style, 4 Door Flat Roof Cab	1
12-P4-0220	Cab Door Hinges - Concealed	1
12-P6-0820	Cab Door Locks - Manual Paddle Type (4 Door Cab)	1
12-P8-0420	Window Regulators - Manual (4 Door Cab)	1
12-R2-1800	DELETE FIXED WINDOW - LEFT SIDE	1
12-R2-2000	DELETE FIXED WINDOW - RIGHT SIDE	1
12-R4-0420	Cab Tilt Lock Suspension (Full Tilt Cab)	1
12-R4-2220	Cab Tilt Electric Pump w/Manual Back-Up (Standard Location)	1
CUSTOM CAB - EXTERIOR TRIM COMPONENTS		
14-A2-0220	Front Grille - Cast Aluminum	1
14-A2-2020	Front Grille Logo - Custom/Lighted	1
	The front grille will have a custom logo that reads _____ with backlit red LED lights that are activated by the battery on/off switch.	
	The Fire Department shall provide the wording for the light-up grill panel	
14-A2-6220	Side Grille w/Ember Separator - Notched Right Side	1
14-A4-0420	Cab Mirrors - Heated/Remote, Lang Mekra 300 Series AERO	1
14-A4-8240	Cab Mirrors - Housings, Chrome	1
14-A4-8420	Mirror - Right Side Eyeball, Rosco 801DSSP	1
14-A6-0220	Exterior Trim - Cab Handrails, Knurled Stainless Steel	1
14-A6-1820	Fenderettes - Black Rubber	1
14-A6-2020	Exterior Trim - Rear Step Well w/Removable Battery Access Covers	1
14-A6-8220	Exterior Trim - Tread Plate, Back of Cab	1
14-A8-0220	Exterior Trim - Tread Plate, Cab Roof	1

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PART NO	DESCRIPTION	QTY
CUSTOM CAB - INTERIOR TRIM COMPONENTS		
14-G2-1020	Corrosion Protection/Sound Deadening - "F-Shield"	1
14-G4-0620	Interior Cab Finish - "F-Shield" Black	1
14-G4-2420	Interior Trim - Black Floor Mats/Engine Tunnel Covering	1
14-G4-4620	Interior Trim - Tread Plate, Front/Rear Cab Floors	1
14-G4-6420	Interior Trim - Sprayed Aluminum, Rear Wall	1
14-G6-0420	Interior Trim - Grab Handles (4 Door Cab)	1
14-G6-4020	Interior Trim - Officer's Dash, Glove Box	1
14-G6-6020	Interior Trim - Sun Visors (3)	1
14-H2-0820	Interior Trim - Upper Door Panels "F-Shield" (4 Door Cab)	1
14-H4-1220	Interior Trim - Lower Door Panels Reflective Stop Sign (4 Door Cab)	1
14-H4-2220	Interior Trim - Mounting Plate, Engine Tunnel	1
CUSTOM CAB - INSTRUMENTS AND CONTROLS		
14-K2-0420	Cab Instrumentation & Controls - Standard Gauges	1
14-K2-0620	Driver's Information Display Panel	1
14-K2-0810	Electrical System - Chassis, E2020	1
14-K2-2020	Doghouse Mounted Switch Panel - Ferrara XD Aluminum	1
14-K4-4020	Steering Column w/Self Canceling Turn Signals - Douglas	1
14-K4-8220	Gauge - Ammeter	1
14-K6-0220	Gauge - Speedometer, Officer's Side	1
14-K8-0820	12-Volt Digital Clock	1
14-P2-1820	Heat/Air Conditioning - Under Dash and Rear Crew Area (X Series Engines)	1
14-P2-2620	A/C Condenser Housings: Special Color	1
CUSTOM CAB - SEATING / EMS COMPARTMENTS		
16-A2-1220	Seating / EMS Compartments - Bostrom	1
16-A8-0420	Seat Material - Bostrom Durawear	1
16-A8-1220	Seat Color - Gray/Black	1
16-A8-4020	Seat Belts - Standard 3-Point NON ABTS	1
16-A8-6620	SCBA Seats Brackets - Bostrom SecureAll	3
16-A8-8020	No Filler Panels Required	1
16-A8-8420	Seat Covers - Removable, Bostrom Clean Cab Seat Option	1
16-B4-0220	Seat - Driver, Bostrom Sierra Air-100 RX	1
16-B4-2820	Seat - Officer Bostrom Tanker 450 SCBA	1
16-E2-2020	Seats (2) - IB Forward Facing Crew, Bostrom Tanker 400CT SCBA/Flip Bottom	1
The seats will be equipped with the Bostrom Fold & Hold option.		
16-G2-0220	Seats (2) - Outboard Forward Facing Crew, Flip-Up Seat Bottom	1
16-H2-0220	Compartment - Outboard Rear Facing EMS, Driver's Side	1
16-H2-0820	Door - Driver's Side EMS Compartment, Interior Cargo Net	1
16-H4-0620	Light - Driver's Side EMS Compartment, LED Strip	1
16-H6-0220	Shelf - Adjustable, Driver's Side EMS Compartment	1
16-J2-0220	Compartment - Outboard Rear Facing EMS, Officer's Side	1

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PART NO	DESCRIPTION	QTY
16-J2-0820	Door - Officer's Side EMS Compartment, Interior Cargo Net	1
16-J4-0620	Light - Officer's Side EMS Compartment, LED Strip	1
16-J6-0220	Shelf - Adjustable, Officer's Side EMS Compartment	1
16-K2-9999	Storage Compartment - Front Sloped Wall	1
	There shall be a storage compartment the spanning the full width of the interior of the cab mounted across the front wall of the cab above the engine tunnel and exterior EMS compartments. The compartment shall have two (2) aluminum lift up doors with gas pistons to hold the doors in an open position and thumb latch closures to secure the doors when closed. The compartment shall be finished to match the interior of the cab.	
CUSTOM CAB - ACCESSORIES		
16-M2-0220	Sliding MDT Station	1
16-M2-0620	Accessory Panel - Blue Sea 4365	1
	Located in the center dash above the siren.	
	Includes lighted on/off switch, one 12V outlet and two duplex USB outlets.	
16-M2-0820	Fuse Block - 12-Volt 6-Place, Blue Sea 5025	1
16-M2-2920	Radio Antenna Mount / Wiring - NMO	1
16-M2-4020	Radio 12-Volt Power Circuit	1
	Location: center dash	
16-M2-6020	Accessory Power & Ground Stud	1
16-M2-6420	12-Volt Power Outlet - Cab Mounted	2
16-M4-0220	Electronic Siren - Federal e-Q2B-200	1
	Located in the center dash, below the Blue Sea accessory panel.	
16-M6-0620	Electric Horn - Single	1
16-M6-2020	Back Up Alarm - NFPA Compliant	1
CUSTOM CAB - INTERIOR LIGHTING		
16-P2-0220	Lights (4) - LED Cab Dome, 6" Red/Clear Whelen 60CREGCS	1
16-P2-2220	Lights (4) - LED Door Courtesy, LED	1
16-P2-2420	Light - Open Door w/Alarm, Whelen TIR3 LED	1
16-P4-0220	Lights (6) - Step Well, LED	1
16-R4-0420	Lights (2) - Engine Maintenance, LED	1
CUSTOM CAB - EXTERIOR ILLUMINATION		
18-A2-0220	Front Cab Lighting - Whelen 600 Series LED	1
	In lieu of the standard 6-place bezels, the cab shall have 4-place with headlights in the upper position and turn/warning in the lower (Ref. H7083 Budd Lake except with headlights in upper position).	

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PART NO	DESCRIPTION	QTY
18-A4-0830	Headlights w/Daytime Running Lights - LED, FireTech FT-4X6-4KIT	1
18-A6-0420	Lights (2) - Turn Signal, Whelen 600 Series LED (Headlight Module Mounted)	1
18-A6-2220	Lights (2) - Auxiliary Turn Signal/Marker, Weldon 9186-8580-29	1
	Located ahead of the driver and officer door, as close to the cab corner as possible.	
18-A6-6220	Lights - DOT, LED	1
18-B4-0620	Lights (2) - Inboard Lower Front Warning, Whelen 60R02FCR LED (Red w/Clear Lens)	1
18-D2-0820	Lights (4) - LED Cab Ground	1
AUDIO/VISUAL COMMUNICATION SYSTEMS		
18-M2-0220	Camera - Back Up w/Color Monitor, FRC TRUSIGHT BCA111-A00	1
	The monitor will be located in the left (driver's) corner of the windshield.	
NFPA SAFETY SIGNS		
18-P2-0220	Safety Signs - General Requirements	1
18-P2-0420	Safety Signs - Battery Explosion, FAMA01	1
18-P2-0620	Safety Signs - Rotating Shafts, FAMA02	1
18-P2-0820	Safety Signs - Hot Surfaces, FAMA03	1
18-P2-1020	Safety Sign - Hot Exhaust, FAMA04	1
18-P2-1220	Safety Sign - Spinning Fan, FAMA05	1
18-P2-1420	Safety Signs - Seated & Belted, FAMA07	1
18-P2-1620	Safety Sign - Air Conditioning Refrigerant, FAMA09	1
18-P2-1820	Safety Sign - Cab Equipment Mounting, FAMA10	1
18-P2-2020	Safety Sign - Fire Service Tire Rating, FAMA12	1
18-P2-2220	Safety Sign - Electronic Stability Control, FAMA13	1
18-P2-2420	Safety Sign - Cab Seating, FEMA14	1
	This vehicle has a seating capacity of 6 personnel.	
18-P2-2620	Safety Signs - Helmet Worn in Cab, FAMA15	1
18-P2-2820	Safety Sign - Vehicle Backing, FAMA17	1
18-P2-4020	Safety Signs - Intake/Discharge Cap Pressure, FAMA18	1
18-P2-4220	Safety Signs - Hose Restraint Required, FAMA22	1
18-P2-4420	Safety Signs - Climbing Method Instruction, FAMA23	1
18-P2-4620	Safety Signs - Riding on Exterior, FAMA24	1
18-P2-4820	Safety Sign - Pump Training, FAMA25	1
18-P2-6020	Safety Signs - No-Step, FAMA26	1
18-P2-6220	Safety Sign - Siren Noise, FAMA42	1
18-P4-1020	Safety Sign - Apparatus Movement Warning	1
18-P6-0220	Plate - Fluid Capacity	1
18-P6-0420	Plate - Overall Height / Length / Weight	1
	== Pump Enclosure - Side Mount (Slot 41-3) - 1222.001 12/22/23 ==	
20-A2-0220	Pump Module - Side Mounted Extruded / Formed	1
20-A4-2220	Separate Pump Module - Extruded / Modular	1
20-A4-4020	Trim - Dunnage Area, Tread Plate	1
20-C4-0220	Pump Panels - Black Anodized Aluminum	1
20-C6-1020	Pump Panel - Fully Hinged, Right Side	1

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PART NO	DESCRIPTION	QTY
20-D6-0220	Light - Left Side Pump Panel, LED Strip	1
20-D6-1220	Light - Right Side Pump Panel, LED Strip	1
20-D8-0620	Light - Pump Compartment, LED	1
20-F4-0420	Running Boards - Aluminum Tread Plate, Left & Right Side	1
20-H4-0220	Air Outlet - Pump Panel Located on the right side pump panel.	1
20-H4-0820	Switch - Air Horn, Pump Panel	1
20-J2-0220	Gauges - Master Suction / Pressure, 4-1/2" White Face	1
20-J4-1620	Pressure Governor - FRC Pump Boss PBA500-D10	1
20-J4-4020	Return Line - Fill Subsurface	1
20-J6-0220	Gauges - 2-1/2" Pressure, White Face	1
20-J6-6020	Gauge Bezels - Chrome	1
20-K6-0420	Indicator - Flowmeter / Pressure, FRC Insight Ultimate FPA400-0XX Both crosslays Both left side 2-1/2" discharges Right side 2-1/2" discharge Right side LDH discharge	6
20-M4-0220	Tags - Pump Panel, Color Coded (Metal)	1
20-M4-0221	Color Coded Trim Bezel	9
There shall be a color coded trim bezel for each discharge located on the driver's side pump panel. Where appropriate, the bezel shall surround the combination flow minder/psi gauge, hand wheel control, and valve position indicator.		
The deck gun and right side LDH shall not have a flow minder and th booster reel shall only have a push-pull control, no flow minder or psi gauge		
22-A4-0820	Pump System - 1250-2000 GPM Single Stage, Waterous CSU	1
22-A4-0821	21st Century Manifold - Waterous Pump	1
22-F4-0220	Packing Glands - Waterous	1
22-F4-1420	Flame Plated Impeller Hub - Waterous	1
22-G2-0220	Pump Shift - Cab Mounted	1
22-J8-6020	Primer - Manual Air, Trident	1
22-P2-0220	Valve - Master Pump Drain	1
22-P2-1220	Valve - Individual Drain, ICI 3/4" Lift-Up Style	1
22-R2-0420	Pump Test Points - Waterous Pumps	1
22-R2-2220	Certification - Pump, 2000 GPM Pump	1
22-R4-0420	Plate - Pump Test Certification	1
24-A2-1620	Steamer Inlets - 6" w/Long Handle Cap, Left & Right Side	1
24-A6-2020	Master Intake Valve - Manual, Waterous Monarch Driver side steamer inlet.	1
24-A6-8020	Valve - Suction Header Relief	1

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PART NO	DESCRIPTION	QTY
24-D2-0420	Suction - Rear, 5"	1
	Two-(2) 3/4" ball valves will be provided for the rear suction located at the lowest points of the plumbing and will be properly labeled. The valves shall have a cast bronze body, with a 1/4 turn, chrome plated bronze ball, reinforced Teflon seals, and blow-out-proof stem rated to 600 PSI.	
24-D2-2020	Control - Rear Suction, Electric Valve	1
	The manual override shall be easily accessible via a hinged door on the right side pump panel.	
24-D8-2020	Plumbing - Rear Suction, Stainless Steel	1
24-D8-8020	Tank Sleeve - Poly	1
24-E2-6400	Valve - Rear Suction Relief	1
24-J8-0420	Valve - Intake Relief	1
24-R2-0420	Tank-To-Pump - 3" Valve w/Push-Pull Control	1
24-S6-0820	Tank Fill - 2" Valve w/Push-Pull Control	1
24-T2-0420	Cooler - Engine, 1/2" Line w/ 1/4 Turn Valve	1
24-T2-0620	Cooler - Pump, 3/8" Line w/ 1/4 Turn Valve	1
24-W2-0220	Plumbing - Stainless Steel	1
24-W4-0220	Plumbing Finish - Natural	1
26-A2-0820	Apparatus Valves - Akron Brass 8800 Series / Waterous	1
26-D2-0420	Suction - Left Side, 2-1/2" Valve w/Swing Control at Valve	1
	The swivel and plug shall be pyrolite in lieu of chrome.	
26-G2-0220	Suction - Right Side, 2-1/2" Valve w/Swing Control at Valve	1
	The swivel and plug shall be pyrolite in lieu of chrome.	
28-00-0100	DISCHARGE OUTLETS - SIDE MOUNT	1
28-00-0620	All 2-1/2" Side Discharge Outlets Terminate 45-Degree Elbows	1
	The 45 degree elbows shall be removable.	
	They shall have a pyrolite finish in lieu of chrome.	
28-B6-0220	Booster Reel - Dunnage Area, Hannay	1
	Located driver side of the dunnage pan.	
28-D4-4220	Crosslays (2) - Double Lay, 2" Valve w/Handwheel Control	1
	The crosslay floor shall be as low as possible. Each to hold 250' x 1-3/4" hose with a nozzle.	
	A Waterous 2.5" gear-actuated valve crank style rotary valve with indicator light shall be used for both crosslays.	
28-D8-0820	Cover - Hypalon w/End Flaps, Crosslays	1
28-D8-2220	End Flaps - Hypalon w/Snaps, Crosslays	1
28-D8-6220	Cover/End Flaps Color: Black	1

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PART NO	DESCRIPTION	QTY
28-H8-2220	Discharges (2) - Left Side, 2-1/2" Valve w/Handwheel Control A Waterous 2.5" gear-actuated valve crank style rotary valve with indicator light shall be used for both discharges.	1
28-K4-1820	Discharge - Right Side, 2-1/2" Valve w/Handwheel Control A Waterous 2.5" gear-actuated valve crank style rotary valve with indicator light shall be used.	1
28-K4-6220	Discharge - Right Side, 4" Valve w/Handwheel Control A Waterous 3.5" gear-actuated valve crank style rotary valve with indicator light shall be used.	1
28-Q2-0820	Discharge - Deck Gun, 3" Valve w/Handwheel Control A Waterous 3.5" gear-actuated valve crank style rotary valve with indicator light shall be used.	1
28-R2-0220	Telescoping Waterway - 3" Manual, TFT XG**VL-PL Extend-A-Gun Use an 18" riser. Position the flange so the deck gun is below the height of the body when the Extend-A-Gun is stowed.	1
28-V2-4620	Discharge - Left Rear, 3" Valve w/Handwheel Control A Waterous 3.5" gear-actuated valve crank style rotary valve with indicator light shall be used.	1
28-V8-8220	Elbow - 3" FNST x 2-1/2" MNST Chrome 30 Degree, Trident 01.054.20 == Body - Extruded Pumper (500-1250 Gallons) (Slot 41-3) - 1222.001 12/22/23 ==	1
WATER TANKS / COMPONENTS / ACCESSORIES		
32-A2-2420	Water Tank - Polypropylene, 500 Gallons	1
32-A6-0220	Special Tank Configuration - "L" Shaped	1
32-D8-0420	Certification - NFPA Water Tank Size	1
34-A2-1220	Gauge - Water Level, Tank Vision Pro WLA300-A00	1
52-A2-0420	Body - 100" Wide, Extruded Aluminum	1
52-A6-4020	Body Sub Frame - Extruded Aluminum	1
52-A6-6220	Body/Compartment Construction - 100" Wide Body	1
52-A6-8020	Compartment Tops/Catwalk - Standard	1
52-A8-0420	Wheel Well Panels & Fenders - Body, Painted Aluminum	1
52-A8-0820	Fenderettes - Black Rubber	1
52-A8-1020	Hose Bed - 68-1/2" Wide The hose bed shall be approximately 59-1/2" above the street. Reference 2019 Asbury Park proposal drawing.	1

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PART NO	DESCRIPTION	QTY
52-B2-2240	Compartments - Left Side, Low Side	1
	L1 There will be one-(1) left front compartment installed ahead of the rear axle. The interior dimensions will be approximately 22" wide x 30" high x 28" deep.	
	L2 There will be one-(1) left rear compartment installed behind the rear axle. The interior dimensions will be approximately 46" wide x 30" high x 28" deep.	
	L2/B1/R2 shall not be transverse	
52-F4-2240	Compartments - Right Side, Low Side	1
	R1 There will be one-(1) right front compartment installed ahead of the rear axle. The interior dimensions will be approximately 22" wide x 30" high x 28" deep.	
	R2 There will be one-(1) right rear compartment installed behind the rear axle. The interior dimensions will be approximately 46" wide x 30" high x 28" deep.	
	L2/B1/R2 shall not be transverse	
52-J8-0420	Compartment - Center Rear, Standard Height	1
	B1 There shall be one-(1) compartment installed at the center rear of the apparatus. The compartment shall have an interior dimension of approximately 40" wide x 28" high x 33 1/2" deep.	
	L2/B1/R2 shall not be transverse	
56-D8-0220	Compartment Doors - Hinged, Flush Look	5
56-D8-1020	Door Extension - Paddle Latch (Hinged Doors Only)	3
	The L2, R2 and B1 double door compartments shall have an extension on the inner paddle latch.	
58-A0-0220	Rear Body Construction - Beavertails	1
	The beavertail shall consist of a small wedge to support the tail board. This shall extend from the tail board up to a height roughly equal with the directional light in the tail light cluster.	
60-A2-4820	Vertical Load Test - Body	1
60-A2-6220	Body Modification - Compartment Height Raise (Per Inch) L1/R1/L2/R2 to be 30" high ILO standard 28"	2

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

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PART NO	DESCRIPTION	QTY
60-A2-6620	Body Modification - Compartment Width Increase (Per Inch) L2/R2 to be 46" wide ILO standard 44"	2
60-A2-6820	Body Modification - Compartment Width Decrease (Per Inch) L1/R1 to be 22" wide ILO standard 36"	14
62-A2-0220	Brackets - Extension/Roof, Right Side of Body Ladder rack shall hold the specified 24' 2-section ladder, 14' roof ladder, and Little Giant Ladder in the open position.	1
62-B2-1220	Tubes (2) - Pike Pole / Roof Hook Storage Located left side of body, below the hard suction hoses.	1
62-D2-0620	Trays (2) - Suction Hose, Left Side Above Compartments	1
62-I2-8220	Storage Tray - High Rise Hose Located left and right sides, above the compartments.	2
64-B2-0430	Compartment - Wheel Well Double Air Bottle (FFA) Left front Left rear	2
64-B2-1020	Compartment - Wheel Well Double Extinguisher (FFA) Right rear	1
64-B2-1620	Compartment - Wheel Well Floor Dry Storage (FFA) Right front	1
64-B8-0220	Doors - Wheel Well Compartments, Stainless Steel	4
66-A2-0220	Body Trim Package	1
66-A2-0620	Body Trim - Vertical Handrails (2), Knurled Stainless Steel	1
66-A2-1220	Body Trim - Rear Stanchions	1
66-A2-2420	Fuel Fill - Recessed w/Door, Left Side	1
66-A2-4420	Mud Flaps - Rear	1
66-A2-8020	Rub Rail - Poly, Below Lower Compartments	1
66-A4-1040	Step - 12" Rear, Aluminum Tread Plate The rear step corners shall be mitered at 45 degrees.	1
66-A4-4420	Step - Chrome Folding, Front of Body One each side on the front body corners.	2

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

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PART NO	DESCRIPTION	QTY
66-A4-6620	Step - LED Lighted, Rear	2
	One each side of the B1 compartment.	
66-A4-8840	Tow Eyes (2) - Rear, Above Tailboard	1
66-A6-2220	Handrail - Below Hose Bed, Knurled Stainless Steel	1
66-A6-2820	Handrail - Between Stanchions, Knurled Stainless Steel	1
66-A6-8220	Handrail - Additional, 12" Knurled Stainless Steel	2
	Located at final inspection, used with the front body folding steps.	
66-A8-1625	Divider - Hose Bed, Pumper (Heavy Duty)	3
66-A8-4220	Cover - Hose Bed, Hypalon	1
66-A8-6420	End Flap - Hypalon w/Snaps, Hose Bed	1
66-A8-8220	Cover/End Flap Color: Black	1
66-A8-8820	Hose Bed Capacity	1
	The hose bed shall have the capacity to hold the following, left to right:	
	600' x 2-1/2"	
	1000' x 5"	
	400' x 3"	
	200' x 3"	
	Hose is not included as part of this quotation.	
	A safety sign FAMA22, which warns of the need to secure hose, shall be visible to personnel at the hose storage area.	
66-B2-0620	Unistruts - Aluminum, Per Compartment	2
	L1 and R1	
66-B2-4620	Shelf - Adjustable, 24-28" Deep	2
	L1 and R1	
66-C2-0620	Tray - 250 Pound Roll-Out, 24-28" Deep	1
	B1 on the floor	
	== Elec. Components - Pumper Custom (Slot 41-3) - 1222.001 12/22/23 ==	
	***** ELECTRICAL / COMPONENTS / ACCESSORIES *****	
70-A2-2020	Electrical System - Apparatus Body, E2020	1
70-A2-4020	Electrical System - 12 Volt Testing	1
70-A2-6020	12-Volt Wiring Protection - Split Loom	1
70-A2-8020	EMI/RFI Protection	1

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

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PART NO	DESCRIPTION	QTY
INTERIOR COMPARTMENT LIGHTING		
70-E2-2220	Light - Compartment, LED Strip	6
	One each in L1, L2, B1, R1 and R2. B1 light shall be horizontally across the ceiling and the others will be vertically mounted.	
	One across the upper front of the hose bed.	
70-E8-8220	Guard - Compartment Light, Stainless Steel	1
	The hose bed light shall have a stainless steel protector.	
70-H2-0220	Switch - Compartment Door Ajar Indicator	1
72-G8-6420	Zone A Upper Light Bar - 81" LED, Whelen Freedom IV F4N1QLED w/8 Additional LEDs	1
72-R8-4020	Zone C Upper Lights (2) - Red LED Beacons, Whelen B6LED B6MMRRP	1
74-C8-4220	Zone B & D Lower Front (2) - Red w/Clear Lens 600 LED, Whelen 60R02FCR	1
	1 each side in the bumper pockets.	
74-D8-3620	Zone B & D Lower Midship (2) - Red w/Clear Lens 600 LED, Whelen 60R02FCR	2
	1 over each wheel.	
74-G8-1020	Zone B & D Lower Rear (2) - Red w/Clear Lens LINZ6 LED, Whelen LINZ6R	1
	1 each side in the rub rail under L2 and R2, as far to the rear as possible.	
74-H8-1020	Zone C Lower Lights (2) - Red 600 LED, Whelen 60R02FRR	1
74-J4-0820	Stop/Turn/Reverse Lights - LED, Whelen 600	1
74-J4-2220	Housing - Rear Tail Light Assembly, CAST4	1
12-VOLT APPARATUS LIGHTING / ACCESSORIES		
74-L0-0420	Lights (2) - 6" LED Deck, Whelen PAR-36 PFBP12	1
74-L0-2220	Lights - LED Clearance and Maker	1
74-L2-4020	Light - LED License	1
74-L2-4420	Light - LED Perimeter Illumination	8
	2 under the front bumper	
	1 under the forward corner of L1	
	1 under L2	
	2 under the tail board	
	1 under R2	
	1 under the forward corner of R1	

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

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PART NO	DESCRIPTION	QTY
74-L4-8020	Switch - Additional Rocker The brow light, in addition to being switched in the cab, shall also be switched at the left side pump panel.	1
74-Q8-6020	Light - 12 Volt LED Brow, Akron SceneStar ELSS-SLDC-W-BL	1
74-S2-0420	Telescoping Light Locations - Back of Cab	1
74-S6-0420	Light - 12 Volt 14,000 Lumens LED Telescoping, Akron SceneStar ELSS-SLDC-W-PSUP	2
74-S8-0420	Switch - Telescoping Light Activation, Pump Panel Both tele lights shall be switched at the left side pump panel.	2
76-D4-1020	Receptacle - 20 AMP/120V Duplex Household Receptacles shall be located at pre-build. They shall be wired through the auto-transfer switch on the inverter.	2
== Paint / Striping / Graphics (Extruded Bodies) (Slot 41-3) - 1222.001 12/22/2		
80-C2-0220	Paint - Body/Cab	1
80-C2-0420	Paint Color/Code: Red FLNA 31979 (FFA Red 1)	1
80-D2-1220	Interior Compartment Finish - Natural	1
80-D2-6320	Paint - Tread Plate Cab Floors, F-Shield	1
80-E2-1820	Stripe - Scotchlite, 1-6-1 Triple The 6" striping will be white in color. The 1" striping will be gold in color.	1
80-E4-8020	Striping Layout: Straight Down Cab/Body	1
80-E8-0220	Striping - Rear Body, Reflective Chevron	1

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

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PART NO	DESCRIPTION	QTY
80-E8-0620	Chevron Striping Colors: 3M Red & Lime Green	1
80-E8-4020	Reflective Material - Designated Walking Surfaces	1
80-G2-0820	Lettering Package - Customer / Dealer Supplied	1
	== Warranty / Manuals - Pumpers Custom (Slot 41-3) - 1222.001 12/22/23 ==	
98-A2-0420	Warranty - Body Material & Workmanship, 2-Year / 36,000 Miles (RFW0002)	1
98-A2-1020	Warranty - Chassis Material & Workmanship, 2-Year / 36,000 Miles (RFW0102)	1
98-A4-0210	Warranty - Cab Structural, 10-Year / 100,000 Miles (Aluminum - RFW0602)	1
98-A4-0420	Warranty - Body Structure, 10-Year / 100,000 Miles (Aluminum - RFW0502)	1
98-A6-0210	Warranty - Cab Paint / Perforation, 10 Year (RFW0710)	1
98-A6-0220	Warranty - Body Paint / Perforation, 10 Year (RFW0710)	1
98-A6-1020	Warranty - Frame Corrosion Zinc Plate, 20-Year / 132,000 Mile (RFW0314)	1
98-A8-0220	Warranty - Frame Assembly Structure, 50-Year / 250,000 Mile	1
98-A8-1220	Warranty - Axles, Hendrickson / Meritor	1
98-A8-4220	Warranty - Cummins Engine, 5-Year/100,000 Miles	1
98-A8-4420	Warranty - Allison Automatic Transmission, 5-Year/Unlimited Miles	1
98-A8-4620	Warranty - Anti Lock Brake System, 3-Year/300,000 Miles	1
98-A8-6220	Warranty - Waterous Pumps	1
98-A8-8020	Warranty - Plumbing System, 10-Year / 100,000 Miles (RFW0801)	1
98-A8-8420	Warranty - Poly Water Tank, Lifetime	1
98-B2-0220	Manuals (2) - Chassis Operation, Digital	1
98-B2-1220	Manuals (2) - Engine/Transmission Operations	1
98-B2-1820	Manuals - Apparatus Body & Components	1
98-B2-2020	Manuals - Pump	1
98-B2-2220	Safety Guide - FAMA	1
98-B2-6020	Wiring Diagrams - Cab/Chassis, Standard	1
98-B2-6620	Wiring Diagrams - Apparatus Body, Standard	1
	== Loose Equipment Package - Pumper (Slot 41-3) - 1222.001 12/22/23 ==	
90-A2-0220	Equipment Package - NFPA 1900 2024, Fire Department Supplied The loose equipment as outlined in NFPA 1901, 2016 edition, section 5.9 thru 5.9.4 shall be provided by the fire department unless it is listed in this proposal. All loose equipment shall be installed on the apparatus before placed in emergency service, unless the Fire Department authorized agent signs the State of Exception as listed in the NFPA 1901 Standard for Automotive Fire Apparatus sections 4.21 thru 4.21.2.	1
90-C2-0420	Ladder - 10' Folding Attic, Alco-Lite FL-10	1
90-C6-0420	Ladder - 14' Roof, Alco-Lite PRL-14	1
90-D6-1020	Ladder - 24' 2-Section Extension, Alco-Lite PEL-24	1
90-F2-0220	Ladder - Multipurpose Folding Ladder, Little Giant Little Giant will store in the open position with the extension and roof ladders.	1
	Use ladder brackets to accommodate a 35' 3-section and 14' roof ladder. Asbury Park carries a 14' roof, 24' 2-section and Little Giant in the extended position. Photos in file.	
90-G4-1020	Bracket - Attic Ladder Right Side, Ziamatic FLBA (Alco-Lite) Located above the 14'/24' ladders on the right side of the apparatus.	1
90-H8-0420	Hose (2) - PVC Flexible Suction, Kocheck 10' x 6"	1
90-K2-1220	Strainer - 6" NH Barrel, Kocheck BS60C	1
92-A2-0620	Hose - 50' x 1" Booster	4

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

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PART NO	DESCRIPTION	QTY
92-12-1520	Monitor - Deck, Pipes & Tips, Akron Apollo 3426 No portable ground base. Monitor will be mounted to the deck gun riser.	1
95-30-0010	Reducer, 2-1/2" FNST x 1-1/2" MNST, Brass w/Chrome Finish Left, right and right rear discharges	4
95-30-0015	Cap, 1-1/2" FNST, Brass w/Chrome Finish	4
95-30-0020	Bracket - SCBA w/Strap, Ziamatic ULLH Located in the cab at FF1	2
95-30-2020	Elbow, 30 Degree, 4" FNST Swivel x 5" Storz Right side LDH discharge	1
95-30-2030	Elbow, 30 Degree, 5" FNST Swivel x 5" Storz Rear suction	1
95-30-2035	Elbow, 30 Degree, 6" FNST Swivel x 5" Storz Left and right side steamer inlets	2
95-30-2210	Storz Blind Cap w/Chain, Anodized Finish, 5"	4
97-05-1000	Apparatus Purchase - Sourcewell Contract The apparatus shall be acquired through the Sourcewell cooperative purchasing agreement.	1
97-10-1100	Apparatus Training, On Site Four (4) days of training shall be provided by FF1 at the fire department.	4
98-10-1010	Pre-Construction Conference - At The Fire Department Within 30 days of contract signing, a pre-construction conference will be held at the fire department.	1
98-10-1200	Final Inspection At Factory - Per person A final inspection shall be held at Ferrara's Louisiana factory. There shall be 4 representatives of the fire department present. Round trip air transportation to New Orleans, 2 night's lodging at one person per room, ground transportation in Louisiana and all meals taken in Louisiana will be the responsibility of Firefighter One.	4
98-11-1000	Delivery To Customer From Holden The quoted price includes delivery to the fire department.	1
98-11-1110	Dealer Supplied Graphics A graphics package, including lettering and decals and reflective striping is included in the quoted price.	1
98-12-1010	Pre-Delivery Inspection By Firefighter One Prior to delivery, the apparatus shall be inspected and function tested. A service of the chassis shall also be	1

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)

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PART NO	DESCRIPTION	QTY
98-12-1020	provided, including inspection of all fluids, change engine oil/filter and lubrication of the chassis. FF1 Annual PM and Apparatus Inspection, First 2 Years For the first two (2) years after delivery of the apparatus, FF1 will provide a preventive maintenance and apparatus inspection. This PM and inspection shall be provided at the customer's facility by a dealership employed, qualified service technician. The PM shall include changing the engine oil/filter, changing the fuel filter, lubricating the chassis and aerial and inspection-only of all other filters and fluids. Additionally, the technician shall perform a function test of the apparatus.	1

Attachment: TOYNE FD PUMPER TRUCK (2024-478 : Authorizing the purchase of a new Fire Dept Pumper Apparatus)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-479

Resolution authorizing the City to join the Monmouth-Ocean Educational Services Commission (MOESC) Cooperative Purchasing System at no cost to the City.



RESOLUTION NO. 2024-479

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

RESOLUTION AUTHORIZING MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION (MOESC) COOPERATIVE PURCHASING MEMBERSHIP

WHEREAS, N.J. S.A. 40A:11-11 (5) authorizes contracting units to establish a Cooperative Pricing System and enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Monmouth-Ocean Educational Services Commission (MOESC), hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; 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 are hereby authorizing the participating in the MOESC Cooperative Pricing Agreement.

THEREFORE, BE IT FURTHER RESOLVED the Lead Agency is expected to comply with the provisions of the Local Public Contracts Law, N.J. S.A. 40A:11-11 *et. seq.* and all of other provisions of the revised statutes of the State of New Jersey.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-479 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.


Lisa Esposito, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK



MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION TINTON FALLS, NEW JERSEY 07712

COOPERATIVE PRICING SYSTEM AGREEMENT AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 13th day of Novemr, 2024, by and between the, MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION of Tinton Falls, New Jersey and the City of Asbury Park who desires to participate in the MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION Cooperative Pricing System.

WITNESSETH

WHEREAS, N.J.S.A. 40A:11-11(5) and N.J.S.A. 18A:18A-11, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include goods and services and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.



3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter in **January** of each succeeding year publish a legal ad in such format as required by N.J.A.C. 5:34-7.9 (a) in its official newspaper normally used for such purposes by it to include such information as:

(A) The Monmouth-Ocean Educational Services Commission soliciting competitive bids or informal quotations.

(B) The address and telephone number of the Lead Agency.

(C) The names of the participating contracting units.

(D) The State Identification Code assigned to the Cooperative Pricing System.

(E) The expiration date of the Cooperative Pricing System.

4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired [IF NOT AN OPEN-ENDED CONTRACT], the location for delivery and other requirements, to permit the preparation of specifications as provided by law.

5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.

7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:

(A) The quantities ordered for the Lead Agency's own needs, and

(B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.



8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. It is agreed that each participating contracting unit shall pay the Lead Agency an annual fee of **\$0.00** as its estimated prorated share of the administrative costs incurred by the Lead Agency. **MOESC will not charge any administrative fee for cooperative purchasing services to contracting units.**
16. For the first year of the term of this Agreement, the MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION shall serve as the Lead Agency.
17. This Agreement shall become effective on or about _____, subject to the review and approval of the Director of the Division of Local Government Services and shall continue in



for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.⁴

18. **Additional local contracting units** may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.

19. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

20. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

MONMOUTH-OCEAN EDUCATIONAL SERVICES COMMISSION

Christopher Mullins _____
School Business Administrator/Board Secretary

January 20, 2023

Date

FOR THE PARTICIPATING UNIT **THE CITY OF ASBURY PARK**

John Moor _____
City of Asbury Park Mayor

Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-480

Resolution authorizing the various repairs needed to the Fire Department reserve ladder apparatus in the amount of \$10,293.71 utilizing O&E funds.



RESOLUTION NO. 2024-480

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

RESOLUTION AUTHORIZING VARIOUS REPAIRS NEEDED TO THE FIRE DEPARTMENT RESERVE LADDER APPARATUS

WHEREAS, the City has a need for various repairs to the Fire Department reserve ladder apparatus; and

WHEREAS, the City has obtained the attached quote from FIS On Site Service, LLC totaling \$10,293.71;

WHEREAS, the governing awarded a bid for Fire Apparatus Maintenance and Repairs to FIS On Site Services, LLC via Resolution #2023-384; and

WHEREAS, the City of Asbury Park is desirous of awarding the various repairs needed to the Fire Department reserve ladder apparatus to FIS On Site Service in the amount of \$10,293.71; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 4-01-25-265-000-203. 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 various repairs needed to the Fire Department reserve ladder apparatus in the amount of \$10,293.71 and a copy of this Resolution shall be provided to the Fire Chief, City Manager, CFO 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. 2024-480 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



~~Lisa Esposito~~, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK



FIS ON SITE SERVICE
206 DAVIS AVE.
FORKED RIVER, NJ 08731

Estimate E 1400
Date / /
Date Open 10/17/2024

Page: 1 of 3

Sold To : 100-0002

Ship To :

ASBURY PARK FIRE DEPT
800 MAIN STREET

ASBURY PARK NJ 07712 USA

Written By FRANK		Terms CHG		Time 13:31:12		Customer Po #		SCHEDULED		Phone		Ship Via			
Unit # 83-89		Plate # 11491MG		Year 2013		Make SEAGRAVE		Model AERIALSCOPE		Mileage/Hrs 0/0.0		VIN 1F9FB28T4DCST2042		Engine ISL9/450	
Qty		Description										Price		Amount	
1.000		REPLACE ALL ENGING BELTS WORN												190.00	
1.000		BELT SERP.										135.80		135.80	
1.000		BELT SERP.										132.42		132.42	
		SubTotal												458.22	
		HEAT AND FREEUP RIGHT UPPER KINGPIN AND GREASE FITTING												190.00	
		SubTotal												190.00	
		LEFT FRONT SHACKEL WILL NOT TAKE GREASE												190.00	
		SubTotal												190.00	
1.000		RIGHT CAB LOCK LEAKS												47.50	
		POWER PACKER CAB LOCK										588.22		588.22	
		SubTotal												635.72	
		REAR BRAKES ARE SHOWING SIGNS OF CRACKING AND OVERHEATING REPLACE SHOES,DRUMS,HARDWARE,SEALS AND CHAMBERS.												4600.00	
		SubTotal												4600.00	
1.000		LEAK AT BASE OF BOOM, NEEDS NEW HOSE14.5L												95.00	
		CUSTOM MADE HOSE										147.36		147.36	
		SubTotal												242.36	
		REMOVE ALL JACK FLASHING LIGHTS AND WIRING												190.00	
		SubTotal												190.00	

ALL WORK IS WARRANTED FOR 3 MONTHS UNLESS STATED OTHERWISE.
THERE IS NO WARRANTY ON NEW OR REBUILT VALVES UNLESS STATED OTHERWISE.
PARTS FALL UNDER THE MANUFACTURER WARRANTY'S TERMS.

Parts..... 2511.21
Labor..... 7782.50

This invoice is due 45 days following the invoice date, otherwise a late fee will be assessed. Thank You for keeping your account current.

Authorized By

TOTAL

Continued



FIS ON SITE SERVICE
206 DAVIS AVE.
FORKED RIVER, NJ 08731

Estimate E 1400
Date / /
Date Open 10/17/2024

Page: 2 of 3

Sold To : 100-0002

Ship To :

ASBURY PARK FIRE DEPT
800 MAIN STREET

ASBURY PARK NJ 07712 USA

Written By FRANK		Terms CHG		Time 13:31:12		Customer Po #		SCHEDULED		Phone		Ship Via			
Unit # 83-89		Plate # 11491MG		Year 2013		Make SEAGRAVE		Model AERIALSCOPE		Mileage/Hrs 0/0.0		VIN 1F9FB28T4DCST2042		Engine ISL9/450	
Qty		Description										Price		Amount	
		CRACKS IN TOE KICK OF BUCKET, WELD AS NEEDED												380.00	
												SubTotal		380.00	
2.000		UNDER BUCKET LIGHTING INOP, THESE ARE STROBES THAT ARE OBSOLETE AND VERY EXPENSIVE UPGRADE TO LED AND REWIRE 700 LED FENIEX COLOR OF CHOICE										222.20		444.40	
												SubTotal		729.40	
		BUCKET CONTROL LIGHTS INOP MINOR REPAIR													
1.000		SWIVEL LEAKS, REBUILD COMPLETE												475.00	
		Chiksan 4" Buna Packing for Standard LP Swivel (Seal & O-Ring)										157.33		157.33	
1.000												58.47		58.47	
		Chiksan Steel Ball Set for 4" Low Pressure Swivel Joint (3/8") (84 per set)													
1.000												298.67		298.67	
		Chiksan "Hex" Ball Retainer Plug Set for 4" Low Pressure Swivel Joint													
												SubTotal		989.47	
		RESEAL WATERWAY												1140.00	

ALL WORK IS WARRANTED FOR 3 MONTHS UNLESS STATED OTHERWISE.
THERE IS NO WARRANTY ON NEW OR REBUILT VALVES UNLESS STATED OTHERWISE.
PARTS FALL UNDER THE MANUFACTURER WARRANTY'S TERMS.

Parts..... 2511.21
Labor..... 7782.50

This invoice is due 45 days following the invoice date, otherwise a late fee will be assessed. Thank You for keeping your account current.

Authorized By

TOTAL

Continued



FIS ON SITE SERVICE
206 DAVIS AVE.
FORKED RIVER, NJ 08731

Estimate E 1400
Date / /
Date Open 10/17/2024

Page: 3 of 3

Sold To : 100-0002

Ship To :

ASBURY PARK FIRE DEPT
800 MAIN STREET

ASBURY PARK NJ 07712 USA

Written By FRANK		Terms CHG		Time 13:31:12	Customer Po #		SCHEDULED		Phone		Ship Via	
Unit # 83-89		Plate # 11491MG	Year 2013	Make SEAGRAVE		Model AERIALSCOPE		Mileage/Hrs 0/0.0		VIN 1F9FB28T4DCST2042		Engine ISL9/450

Qty	Description	Price	Amount
2.000	SEAL WATERWAY 3.5 INCH	78.98	157.96
2.000	WATER WAY SEAL 4 INCH	88.51	177.02
2.000	WATER WAY SEAL 4.5 INCH	106.78	213.56
	SubTotal		1688.54

ALL WORK IS WARRANTED FOR 3 MONTHS UNLESS STATED OTHERWISE.
THERE IS NO WARRANTY ON NEW OR REBUILT VALVES UNLESS STATED OTHERWISE.
PARTS FALL UNDER THE MANUFACTURER WARRANTY'S TERMS.

Parts..... 2511.21
Labor..... 7782.50

This invoice is due 45 days following the invoice date, otherwise a late fee will be assessed. Thank You for keeping your account current.

Authorized By

TOTAL 10293.71



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-481

Resolution authorizing the annual renewal of records management software from First Due for the Fire Department in the amount of \$14,490 utilizing Fire O&E funds.



RESOLUTION NO. 2024-481

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

RESOLUTION AUTHORIZING THE ANNUAL RENEWAL OF FIRST DUE SOFTWARE FOR THE FIRE DEPARTMENT

WHEREAS, the City has a need to renew the Fire Department records management software for one year; and

WHEREAS, the City has obtained the attached quote from First Due in the amount of \$14,490.00; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the annual renewal of First Due records management software to the vendor listed above in an amount of \$14,490.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 4-01-25-265-000-218. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the renewal of First due records management software in the amount of \$14,490.00 and a copy of this Resolution shall be provided to the City Manager, CFO, Fire Chief, 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. 2024-481 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



~~Lisa Esposito~~, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK

Locality Media Inc.
 107 Seventh St
 Garden City, NY 11530
accounting@firstdue.com



INVOICE

Bill To	Ship To	INVOICE #	2818
Asbury Park Fire Department (NJ)	Asbury Park Fire Department (NJ)	DATE	11/15/2024
800 Main St	800 Main St	DUE DATE	12/15/2024
Asbury Park NJ 07712	Asbury Park NJ 07712	TERMS	Net 30
United States	United States	TERM (MONTHS)	12.0
		P.O. NUMBER	

QTY	DATE	ACTIVITY
1	11/15/2024	Incident Reporting - NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.
1	11/15/2024	Incident Reporting - ePCR ePCR Incident Documentation, State Compliance with automated submission.
1	11/15/2024	Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.
1	11/15/2024	Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.
1	11/15/2024	Scheduling Integration w/ Third Party (CrewSense) Scheduling Integration with CrewSense
1	11/15/2024	CAD Integration (Other) Automated importing of CAD calls via XML, Database Connector, or API.

SUBTOTAL	USD \$14,490.00
TAX	USD \$0.00
TOTAL	USD \$14,490.00
BALANCE DUE	USD \$14,490.00

Attachment: FIRST DUE ANNUAL RENEWAL #6242 (2024-481 : Authorizing the Annual Renewal of First Due Software for the Fire



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-482

Resolution approving change order #12 for Memorial Drive Improvements in the amount of \$0.00 representing various reductions and increases to reflect installed as-built quantities.

**RESOLUTION NO. 2024-482**

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

**RESOLUTION APPROVING CHANGE ORDER 12 FOR MEMORIAL DRIVE
IMPROVEMENTS PROJECT**

WHEREAS, the City Council of Asbury Park awarded a contract to Lucas Brothers Inc. on November 22, 2022 for Memorial Drive Improvements Project via Resolution #2022-464; and

WHEREAS, the original contract amount approved by the City Council was in the sum of three million eight hundred twenty-one thousand eight hundred twenty-one dollars (\$3,821,821.00); and

WHEREAS, the City had approved via Resolution 2023-173 Change Order #1 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-306 Change Order #2 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-306 Change Order #3 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-351 Change Order #4 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-385 Change Order #5 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-429 Change Order #6 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-472 Change Order #7 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-506 Change Order #8 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2023-553 Change Order #9 and had no change to the contract amount of \$3,821,821.00; and

WHEREAS, the City had approved via Resolution 2024-136 Change Order #10 and increased the contract amount to \$3,963,529.75; and

WHEREAS, the City had approved via Resolution 2024-420 Change Order #11 and had no change to the contract amount of \$3,963,529.75; and

WHEREAS, the City Engineer is requesting Change Order #12 representing various reductions and increases to reflect installed as-built quantities resulting in a zero (\$0.00) dollar net change to the contract; and

WHEREAS, the Chief Financial Officer has certified that funds are available in C-09-17-906-000-902 and C-09-17-906-000-903 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that Change Order 12 shall not exceed zero dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 12 on behalf of the Governing Body.

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

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

BE IT FURTHER RESOLVED that a copy of this Resolution be provided the CFO, Lucas Brothers Inc., City Engineer, City Manager and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-482 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



~~Lisa Esposito~~, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK

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

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00772

CHANGE ORDER NO. 12

DATE: October 18, 2024

PROJECT: Memorial Drive Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

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

EXTRA:

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

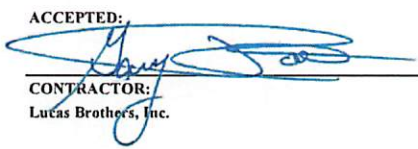
SUPPLEMENTARY:

S-20 6" Thermoplastic Line Stripe
S-21 8" Thermoplastic Line Stripe

APPROVAL RECOMMENDED:


JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

ACCEPTED:


CONTRACTOR:
Lucas Brothers, Inc.

OWNER'S APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$48,153.92
B. TOTAL EXTRAS THIS C.O.	\$39,293.90	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$8,860.02	XXXXXXXXXX
TOTALS THIS C.O.	\$48,153.92	\$48,153.92
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$635,720.06	\$494,011.31
TOTAL CHANGE ORDERS TO DATE	\$683,873.98	\$542,165.23
NET CHANGE IN CONTRACT	\$141,708.75	\$0.00

ORIGINAL CONTRACT BID PRICE \$3,821,821.00

CHANGE ORDERS TO DATE 3.71% \$141,708.75

REVISED CONTRACT PRICE \$3,963,529.75

CHANGE ORDER NO. 12

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00772

PROJECT: Memorial Drive Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

	ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT
R E D U C T I O N	7	Construction Signs	148.41	SF	\$15.00	\$2,226.15
	10	Fuel Price Adjustment	6763.68	DOL	\$1.00	\$6,763.68
	11	Asphalt Price Adjustment	28983.64	DOL	\$1.00	\$28,983.64
	37	Sanitary Sewer Service Connection (Replacement)	1.00	UN	\$1,000.00	\$1,000.00
	64	Traffic Stripes, Long Life Epoxy Resin, 4" Wide	7563.00	LF	\$0.75	\$5,672.25
	69	Borrow Topsoiling, 4" Thick	357.00	SY	\$7.00	\$2,499.00
	71	Straw Mulching	841.00	SY	\$1.20	\$1,009.20

A. TOTAL REDUCTIONS \$48,153.92

E X T R A	17	HMA 9.5M64 Surface Course, 2" Thick	84.93	TON	\$205.00	\$17,410.65
	33	Reset Valve Box (As Directed)	38.00	UN	\$200.00	\$7,600.00
	65	Traffic Stripes, Thermoplastic, 24" Wide	546.00	LF	\$4.50	\$2,457.00
	68	Regulatory and Warning Sign	107.25	SF	\$45.00	\$4,826.25
	S-10	Manhole Reconstruction - Reset with New Castings, Block and Mortar	7.00	UN	\$1,000.00	\$7,000.00

B. TOTAL EXTRA \$39,293.90

S U P P L E M E N T A L	S-20	6" Thermoplastic Line Stripe	5046.00	LF	\$1.12	\$5,651.52
	S-21	8" Thermoplastic Line Stripe	2139.00	LF	\$1.50	\$3,208.50

C. TOTAL SUPPLEMENTARY \$8,860.02



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-483

Resolution approving change order #3 for the 2022 Roadway Improvements Program in the amount of \$0.00. This change order represents increase and decrease to various item quantities to reflect as-built conditions.



RESOLUTION NO. 2024-483

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

RESOLUTION APPROVING CHANGE ORDER #3 FOR THE 2022 ROADWAY IMPROVEMENT PROGRAM

WHEREAS, the City Council of Asbury Park awarded a contract to S Brothers, Inc. August 9, 2023 for 2022 Roadway Improvements Program via Resolution #2023-406; and

WHEREAS, the original contract amount approved by the City Council was in the sum of five million thirty-one thousand one hundred sixty-eight and thirty-five cents (\$5,031,168.35); and

WHEREAS, the City has approved, via Resolution 2024-396, Change Order #1 resulting in an additional amount of eighty-two thousand nine hundred fifty dollars and zero cents (\$82,950.00) to the contract; and

WHEREAS, the City has approved, via Resolution 2024-419, Change Order #2 resulting in an additional amount of nine thousand eight hundred dollars and zero cents (\$9,800.00) to the contract; and

WHEREAS, the City Engineer is requesting Change Order #3 representing various increases and decreases to various item quantities to reflect as-built conditions and resulting in a zero (\$0.00) dollar net change to the contract; and

WHEREAS, the execution of Change Order No. 3 will not cause the originally awarded contract price to be exceeded by more than 20% ;and

WHEREAS, the Chief Financial Officer has certified there are sufficient funds in the Capital account C-09-17-909-000-902 to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey that this Change Order 3 shall not exceed zero dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 3 on behalf of the Governing Body.

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

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

BE IT FURTHER RESOLVED that a copy of this Resolution be provided S. Brothers, Inc., City Engineer, City Manager, CFO and City Purchasing Agent .

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-483 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



Lisa Esposito, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK

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

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00785

CHANGE ORDER NO. 3

DATE: November 1, 2024
PROJECT: 2022 Roadway Improvement Program
OWNER: City of Asbury Park
CONTRACTOR: S. Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

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

EXTRA:

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

SUPPLEMENTARY:

SA-13 Excavation Removal and Disposal of Concrete Roadway
Subsurface of Comstock Avenue

APPROVAL RECOMMENDED:

JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

ACCEPTED:

CONTRACTOR:
S. Brothers, Inc.

OWNER'S APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$264,122.00
B. TOTAL EXTRAS THIS C.O.	\$167,607.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$96,515.00	XXXXXXXXXX
TOTALS THIS C.O.	\$264,122.00	\$264,122.00
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$92,750.00	\$0.00
TOTAL CHANGE ORDERS TO DATE	\$356,872.00	\$264,122.00
NET CHANGE IN CONTRACT	\$92,750.00	\$0.00

ORIGINAL CONTRACT BID PRICE		\$5,031,168.35
CHANGE ORDERS TO DATE	1.84%	\$92,750.00
REVISED CONTRACT PRICE		\$5,123,918.35

Attachment: CHANGE ORDER 3 S BROTHERS 2022 ROADWAY IMPROVEMENTS (2024-483 : Change Order #3 for the 2022 Roadway

CHANGE ORDER NO. 3

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00785

PROJECT: 2022 Roadway Improvement Program

OWNER: City of Asbury Park

CONTRACTOR: S. Brothers, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
A30	Remove & Reset Paver Driveway	2.00 SY	\$1.00	\$2.00
B3	Railroad Protective Liability Insurance	1.00 LS	\$4,500.00	\$4,500.00
B5	Groundwater Contamination Pumping (If & Where Dir)	60.00 GAL	\$0.01	\$0.60
B16	Fuel Price Adjustment	0.90 DOL	\$7,500.00	\$6,750.00
B17	Asphalt Price Adjustment	1.20 DOL	\$12,500.00	\$15,000.00
B20	Polymerized Joint Adhesive	284.00 LF	\$0.01	\$2.84
B21	HMA Milling, 3" Thick or Greater	496.60 SY	\$4.00	\$1,986.40
B23	HMA Base Course, 19M64, 4" Thick	768.46 TON	\$96.00	\$73,772.16
B25	Combination Concrete Curb & Gutter	1100.00 LF	\$48.00	\$52,800.00
B31	12" Ductile Iron Pipe (If & Where Directed)	35.00 SY	\$120.00	\$4,200.00
B36	Detectable Warning Surface	7.00 SY	\$340.00	\$2,380.00
B41	12" Ductile Iron Pipe (If & Where Directed)	30.00 LF	\$115.00	\$3,450.00
B45	8" PVC Sewer Pipe	32.00 LF	\$130.00	\$4,160.00
B47	4" PVC Sewer Pipe	844.00 LF	\$60.00	\$50,640.00
B56	Traffic Markings, Long Life Thermo, 4" Wide, White	4999.00 LF	\$1.00	\$4,999.00
B59	Traffic Markings, Long Life Thermo, 24" Wide, White (Crosswalks)	95.00 LF	\$5.00	\$475.00
A1-1	Tack Coat	20.00 GAL	\$10.00	\$200.00
A1-2	HMA Surface Course, 9.5M64 (Speed Hump)	40.00 TON	\$320.00	\$12,800.00
A1-3	Traffic Signs, W17-1 (Speed Hump)	16.00 UN	\$4.00	\$64.00
A1-4	Traffic Signs, W16-7P (Arrow)	8.00 UN	\$400.00	\$3,200.00
A1-5	Traffic Signs, W16-9P (Ahead)	8.00 UN	\$400.00	\$3,200.00
A1-6	Traffic Markings, Long Life Thermo, 4" Wide, White (Speed Hump)	120.00 LF	\$8.00	\$960.00
A1-7	Traffic Markings, Long Life Thermo, 12" Wide, White (Speed Hump)	320.00 LF	\$6.00	\$1,920.00
A2-1	Tack Coat	10.00 GAL	\$30.00	\$300.00
A2-2	HMA Surface Course, 9.5M64 (Speed Hump)	20.00 TON	\$400.00	\$8,000.00
A2-3	Traffic Signs, W17-1 (Speed Hump)	8.00 UN	\$400.00	\$3,200.00
A2-4	Traffic Signs, W16-7P (Arrow)	4.00 UN	\$300.00	\$1,200.00
A2-5	Traffic Signs, W16-9P (Ahead)	4.00 UN	\$450.00	\$1,800.00
A2-6	Traffic Markings, Long Life Thermo, 4" Wide, White (Speed Hump)	60.00 LF	\$20.00	\$1,200.00
A2-7	Traffic Markings, Long Life Thermo, 12" Wide, White (Speed Hump)	160.00 LF	\$6.00	\$960.00

A. TOTAL REDUCTIONS

\$264,122.00

A37	Manhole, 4' Diameter	1.00 UN	\$6,000.00	\$6,000.00
A39	15" Reinforced Concrete Pipe, Class V	1.00 LF	\$108.00	\$108.00
B19	Tack Coat	860.00 GAL	\$6.00	\$5,160.00
B22	HMA Surface Course, 9.5M64, 2" Thick	320.85 TON	\$100.00	\$32,085.00
B40	15" Reinforced Concrete Pipe, Class V	405.00 LF	\$115.00	\$46,575.00
B42	14" Ductile Iron Pipe (If & Where Directed)	59.00 LF	\$1.00	\$59.00
B46	6" PVC Sewer Pipe	565.00 LF	\$130.00	\$73,450.00
B48	Sanitary Sewer Service Connection	6.00 UN	\$400.00	\$2,400.00
B49	Sanitary Sewer Cleanout	4.00 UN	\$400.00	\$1,600.00
B53	Traffic Signs, R3-17	1.00 UN	\$85.00	\$85.00
B55	Traffic Signs, R3-17bP	1.00 UN	\$85.00	\$85.00

B. TOTAL EXTRA

\$167,607.00

SA-13	Excavation Removal and Disposl of Concrete Roadway Subsurface of Comstock Avenue	3980.00 SY	\$24.25	\$96,515.00
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C. TOTAL SUPPLEMENTARY

\$96,515.00

Attachment: CHANGE ORDER 3 S BROTHERS 2022 ROADWAY IMPROVEMENTS (2024-483 : Change Order #3 for the 2022 Roadway



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-484

Resolution amending the amount due for the 4th Ave & Heck St playground from \$287,304.18 to \$289,910.68 utilizing the Monmouth County Open Space Grant. Resolution #2024-213 awarded RubbeRecycling \$100,387.50 for the safety surface. This will be reduced by \$31,243.50 for a new contract amount of \$69,144.00 Whirl Construction was awarded \$27,645.00 for the site prep work and retaining wall. This will be increased by \$33,850.00 for a new contract amount of \$61,495.00. There is no change to the MRC awarded amount.



RESOLUTION NO. 2024-484

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

RESOLUTION AMENDING THE AMOUNT DUE FOR THE 4TH AVENUE AND HECK STREET PLAYGROUND

WHEREAS, the City of Asbury Park adopted Resolution #2024-213 on April 25, 2024 awarding the acquisition and installation of playground equipment for the 4th Avenue and Heck Street playground utilizing Monmouth County Open Space Grant in the amount of \$287,304.18; and

WHEREAS, RubbeRecycle was awarded a contract in the amount of \$100,387.50 and is reducing the square footage of the safety surface needed reducing the contract by \$31,243.50 resulting in a decreased contract amount of \$69,144.00; and

WHEREAS, Whirl Construction was awarded a contract in the amount of \$27,645.00 and has additional cost for the excavation and retaining wall block increasing the contract by \$33,850.00 resulting in an increased contract amount of \$61,495.00; and

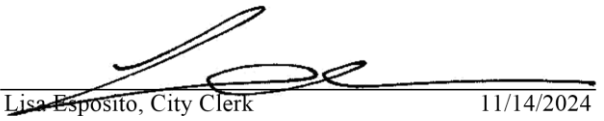
WHEREAS, the City Manager is hereby authorized to sign any and all contracts and paperwork associated with this project; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account G-02-43-967-023-200. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Asbury Park, County of Monmouth and State of New Jersey authorize the amendment in costs with RubbeRecycle and Whirl Construction as outlined in this Resolution and a copy of this Resolution shall be provided to the City Manager, CFO, RubbeRecycle, Whirl Construction, T&M Associates 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. 2024-484 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



Lisa Esposito, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK



RESOLUTION NO. 2024-213

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE ACQUISITION AND INSTALLATION OF PLAYGROUND EQUIPMENT FOR THE 4TH AVENUE AND HECK STREET PLAYGROUND UTILIZING MONMOUTH COUNTY OPEN SPACE GRANT

WHEREAS, the City received quotes, from MRC, RubbeRecycle and Whirl Construction for the acquisition and installation of playground equipment located at the 4th Avenue and Heck Street attached hereto and incorporated herein by reference; and

WHEREAS, the City has obtained the attached quote:

- MRC in the amount of \$159,271.68; ESCNJ Contract #20/21-06
- RubbeRecycle in the amount of \$100,387.50; ESCNJ Contract #20/21-02
- Whirl Construction in the amount of \$27,645.00; ESCNJ Contract #20/21-02

WHEREAS, the City is desirous of authorizing the acquisition and installation of playground equipment to the vendors listed above in the total amount of \$287,304.18; and

WHEREAS, the Mayor is hereby authorized to sign paperwork for the purchase and installation of playground equipment from the ESCNJ Contract; and

WHEREAS, funding has been allocated from the County of Monmouth Open Space Grant to assist in the acquisition and installation of this playground; and

WHEREAS, The Chief Financial Officer has certified that funds are available in account number G-02-43-967-023-200. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park, County of Monmouth and State of New Jersey that the City of Asbury Park authorizes the acquisition and installation of playground equipment at 4th Avenue and Heck Street in the total amount of \$287,304.18 and a copy of this Resolution shall be provided to the Director of Capital Projects and Public Facilities, City Manager, CFO and Purchasing Agent.

Attachment: RESOLUTION #2024-213 (2024-484 : Amending amount due for the 4th Ave & Heck St Playground)

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-213 which was finally adopted by the City Council at a meeting held on the 24th day of April, 2024

CERTIFIED BY ME THIS 25th DAY OF April, 2024.


 Lisa Esposito, City Clerk 4/26/2024

LISA ESPOSITO
CITY CLERK

✓ Vote Record - Resolution 2024-213						
☒ Adopted			Yes/Aye	No/Nay	Abstain	Absent
☐ Adopted as Amended						
☐ Defeated						
☐ Tabled						
☐ Withdrawn						
☐ Second Reading						
☐ Resolution Failed for Lack of Second						
	Angela Ahbez-Anderson	Voter	☒	☐	☐	☐
	Eileen Chapman	Voter	☐	☐	☐	☒
	Yvonne Clayton	Mover	☒	☐	☐	☐
	Amy Quinn	Seconder	☒	☐	☐	☐
	John Moor	Voter	☒	☐	☐	☐



Individual Resolutions
Meeting of the Municipal Council
Wednesday, April 24, 2024
RESOLUTION SUMMARY

2024-213

Resolution authorizing the purchase and installation of playground equipment for the 4th Ave and Heck Street playground in the amount of \$287,304.18 from MRC, RubbeRecycle and Whirl Construction utilizing the Monmouth County Open Space Grant.

Attachment: RESOLUTION #2024-213 (2024-484 : Amending amount due for the 4th Ave & Heck St Playground)

RUBBERECYCLE™

1985 Rutgers University Blvd • Lakewood, New Jersey 08701
888.436.6846 • Fax: 732.370.4247 • www.rubberecycle.com

INVOICE

Bill To:

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

Ship To:

4th & Heck Playground
4th Ave & Heck St
Asbury Park, NJ 07712

Date	Invoice#	Terms	PO Number	Sales Rep	S/R
5/10/2024	247676	Net 30 Days	24-01203	ELIZABETH	Bob Valvano

Quantity	Product Description	Unit Price	Amount
2,881	Playsafer Rubberbond Elevate Blend SF	24.00	\$69,144.00
		Total	\$69,144.00

Marturano

Attachment: 4TH AVE & HECK PLAYGROUND QUOTES-INVOICES (2024-484 : Amending amount due for the 4th Ave & Heck St Playground)



PROPOSAL / AGREEMENT

Page 1 of 2

194 Main Street, P.O. Box 110, Port Monmouth, NJ 07758
 Phone (732) 495-3715
 Email: info@whirlconstruction.net
www.whirlconstruction.net



City of Asbury Ph: 732-775-2100 10/23/24

PROPOSAL SUBMITTED TO	PHONE	DATE
1 Municipal Plaza	Asbury, NJ 07712	103824
STREET	CITY STATE ZIP	QUOTE#
	4th & Heck – additional	Asbury
ATTN	JOB NAME	LOCATION

We hereby submit specifications and estimates for:

Site prep / demo: @ 33.85 tons.....\$33,850.00

**Supply & install: additional 203 sq. ft. of retaining wall*

**load / export / re-spread & seed: 130 CY of excess dirt (11 truck loads)*

(*PLEASE NOTE: above pricing based upon ESCNJ 24-25/03)

THIS FORM MUST BE SIGNED AND RETURNED TO SCHEDULE INSTALLATION

Notes: Unless otherwise stated, Whirl is not responsible for accepting delivery or storage of equipment, or site preparation. Permit(s) and permit fees, if required, are the responsibility of the customer. Site security for rubber safety surface installation by others. Sharp objects (i.e., sports spikes, heeled shoes, etc.) will damage rubber surface and void surface warranties. Unforeseen subsurface obstructions may incur additional charges. The owner or general contractor shall hold Whirl harmless in the event of injury due to lack of, or insufficient, resilient surface. Customer is responsible for disposal of packing material. All excavated material is to remain on site. Unless otherwise stated, it is assumed that we are working on a flat, dirt surface. Owner is responsible for direct access to site for large trucks. All work is to be done in one move. Customer is responsible for locating any privately owned utilities. Any unmarked utilities damaged during contracted work will be the responsibility of the owner or his representative. **ALL** Equipment Installed Per Manufacturers' Specifications. Finance charge of 1.5% will be added where applicable on payments rec'd after net 30 days. Add tax where applicable.

We propose: hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Thirty-Three Thousand Eight Hundred Fifty Dollars..... DOLLAR \$33,850.00

Payment to be made as follows:

Signed proposal due with purchase order.

All material is guaranteed as specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature: Jim Davis

Jim Davis

Note: This proposal may be withdrawn if not accepted within 30 days, above pricing is subject to manufacturer's surcharges.

VISIT US AT WWW.WHIRLCONSTRUCTION.NET

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

WARRANTY OF AUTHORITY- Each person who executes this contract on behalf of any entity represents and warrants that he or she has the authority of the shareholders, and/or members, and/or officers, to execute on behalf of said entity, and agrees to indemnify and hold harmless each other party from any claim that such authority did not exist.

APPLICABLE LAW- All parties to this contract hereby agree that this contract is to be deemed accepted, executed and delivered in the Township of Middletown, County of Monmouth, State of New Jersey and that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

AMENDMENTS- Any amendments to this contract shall be in writing and signed by both parties.

CAPTIONS- The captions, headings, and arrangements used in this contract are for the convenience only and do not in any way effect, limit, amplify, or modify the terms and provisions hereof.

NOTICES- Any notice required or desired to be given pursuant to this contract shall be in writing and mailed certified mail to the respective parties.

BINDING EFFECT- This contract shall be in binding on all parties hereto, and shall insure to the benefit of the successors and assigns of the parties hereto.

CONSTRUCTION- Each party to this contract has reviewed this contract prior to execution. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party and shall not be employed in the interpretation of this contract.

EFFECT OF BREACH OF CONTRACT- In the event either party breaches this contract, either party may avail itself of all remedies provided by law or equity.

ATTORNEY'S FEES- In the event of a breach of this contract, the prevailing party shall be entitled to reasonable attorney's fees in connection with the enforcement, and/or defense of this contract.

ENTIRE CONTRACT- This contract constitutes the parties complete and exclusive statement of their contract on the subject matter covered by this contract, and it supersedes all previous contracts, promises, and/or representations regarding the subject matter.

Date of acceptance: _____

Signature: _____

Title: _____

Print name: _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-485

Resolution awarding a contract for Software and Management Concerning the Scheduling, Fee Structure, Payment Processing and Record Keeping of On-Duty and Off-Duty Police Detail Administration to Extra Duty Solutions in the amount of \$0.00 for the duration of Off-Duty Program Administration contract.



RESOLUTION NO. 2024-485

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

RESOLUTION AWARDING A CONTRACT FOR SOFTWARE AND MANAGEMENT CONCERNING THE SCHEDULING, FEE STRUCTURE, PAYMENT PROCESSING AND RECORD KEEPING OF ON-DUTY AND OFF-DUTY POLICE DETAIL ADMINISTRATION

WHEREAS, on Tuesday, October 22, 2024 the City of Asbury Park (the “City”) accepted proposals for Software and Management Concerning the Scheduling, Fee Structure, Payment Processing and Record Keeping of On-Duty and Off-Duty Police Detail Administration; and

WHEREAS, the City received three (3) proposals on or prior to the advertised due date; and

WHEREAS, the proposals received are as follows:

1. Visual Computer Solutions (VCS);
2. RollKall Technologies, LLC; and
3. Hart Halsey d/b/a Extra Duty Solutions (EDS)

WHEREAS, in accordance with the methodology specified in the RFQ, the Deputy City Manager and two Police Administrative Staff members reviewed and ranked the proposals received; and

WHEREAS, in a memorandum dated October 24, 2024, the Deputy Police Chief provided a letter of recommendation in which he recommends that the contract be awarded to Hart Halsey d/b/a/ Extra Duty Solutions (EDS); and

WHEREAS, a copy of the report is attached hereto and made a part hereof; and

WHEREAS, in accordance with the Deputy Police Chiefs recommendation, the Mayor and Council now wish to authorize the award of a contract to Hart Halsey d/b/a/ Extra Duty Solutions (EDS) for Software and Management Concerning the Scheduling, Fee Structure, Payment Processing and Record Keeping of On-Duty and Off-Duty Police Detail Administration in the total amount of \$0.00 for the duration of the Off-Duty Program Administration contract; and

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

1. The contract for Software and Management Concerning the Scheduling, Fee Structure, Payment Processing and Record Keeping of On-Duty and Off-Duty Police Detail Administration is hereby awarded to Hart Halsey d/b/a/ Extra Duty Solutions (EDS), in accordance with its proposal.
2. The City is hereby authorized to enter into an Agreement with Hart Halsey d/b/a/ Extra Duty Solutions (EDS) for Software and Management Concerning the Scheduling, Fee Structure, Payment Processing and Record Keeping of On-Duty and Off-Duty Police Detail Administration, which Agreement shall incorporate all of the requirements set forth in the RFQ and shall be in a form satisfactory to the City Attorney and City Manager.
3. The Mayor is hereby authorized to execute, and the City Clerk to attest, said Agreement.
4. All other City officials and/or employees are hereby authorized to perform such actions as are necessary in order to further the intentions of the within Resolution.
5. That a certified copy of this Resolution shall be provided to each of the following:
 - (a) Rick Milliman, Hart Halsey d/b/a/ Extra Duty Solutions (EDS)
 - (b) Lillian L. Nazzaro, City Manager
 - (c) Guy Thompson, Deputy Police Chief
 - (d) JoAnn Boos, CFO
 - (e) Tracy Lizardi, Director of Purchasing
 - (f) Frederick C. Raffetto, Esq., Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-485 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.


 Lisa Esposito, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK

	A	B	C	D
1				
2				
3	ADMINISTRATIVE INFORMATION REQUIREMENTS	SUBMISSION #1	SUBMISSION #2	SUBMISSION #3
4	NAME OF FIRM	VISUAL COMPUTER SOLUTIONS (VCS)	ROLLKALL TECHNOLOGIES, LLC	HART HALSEY, d/b/a EXTRA DUTY SOLUTIONS (EDS)
5	ADDRESS	4400 ROUTE 9 SOUTH SUITE 3500	600 LAS COLINAS BOULEVARD, SUITE 900	6 CORPORATE DRIVE, SUITE 830
6	CITY, STATE, ZIP	FREEHOLD, NJ 07728	IRVING, TX 75039	SHELTON, CT 07484
7	TELEPHONE NUMBER	(732) 739 - 9009 ext. 236	(214) 605 - 2430	(203) 216 - 0903
8	CONTACT PERSON	MR. MICHAEL BABULSKI	JOHN WOOD	RICH MILLIMAN
9	EMAIL ADDRESS	MBABULSKI@VCS SOFTWARE.COM	JWOOD@ROLLKALL.COM	RMILLIMAN@EXTRADUTYSOLUTIONS.COM
10				
11	SEE REQUIREMENTS LISTED IN RFQ ON PAGES 7-10			
12				
13	REFERENCE FORM	YES	YES	YES
14	NON-COLLUSION AFFIDAVIT	YES	YES	YES
15	STOCKHOLDERS DISCLOSURE CERTIFICATION STATEMENT OF OWNERSHIP	YES	YES	YES
16	NJ DEBARRED LIST	YES	YES	YES
17	ACKNOWLEDGMENT OF RECEIPT OF ADDENDA	YES	YES	YES
18	DISCLOSURE OF ACTIVITIES IN IRAN	YES	YES	YES
19	CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS	YES	YES	YES
20	CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM		YES	YES
21	EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE	YES	YES	YES
22	REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS	YES	YES	YES
23	AMERICAN WITH DISABILITIES ACT OF 1990	YES	YES	YES
24	NJ ANTI-DISCRIMINATION PROVISIONS	YES	YES	YES
25	INSURANCE REQUIREMENT AND ACKNOWLEDGEMENT FORM	YES	YES	YES
26	ELECTION CONTRIBUTION DISCLOSURE NOTIFICATION	YES	YES	YES
27	W9 FORM	YES	YES - NEEDS TO BE SIGNED & DATED	YES
28	NJ BUSINESS REGISTRATION CERTIFICATE	YES	NO	YES
29	CERTIFICATE OF EMPLOYEE INFORMATION REPORT	YES	NO	YES
30	CERTIFICATE OF INSURANCES	YES	NO	YES
31	SAMPLE CONTRACT	YES	NO	YES
32				
33	FEE	PAGE 29	PAGE 16	PAGE 14 AND PAGE 1 WAIVED
34	HOURLY ADMINISTRATIVE FEE ADDED TO EACH DETAIL HOUR WORKED			8% CHARGED TO CUSTOMER
35	OR TWO PART COST			
36	FOR CLOUD BASED POLICE SCHEDULING AND			\$5,750 IF PURCHASED WITHOUT OFF-DUTY PROGRAM ADMINISTRATION
37	EXTRA DUTY ADMINISTRATION FEE OR PERCENTAGE			
38	TOTAL	\$ 9,990.00	12.5% TRANSACTION FEE PAID BY THE VENDOR	WILLING TO WAIVE \$5,750 FEE FOR THE DURATION OF OFF-DUTY PROGRAM ADMIN
39				
40	EVALUATION AND RANKING			
41	25% - COST	15%	20%	25%
42	30% - TECHNICAL CRITERIA	25%	20%	30%
43	30% - MANAGEMENT CRITERIA	25%	20%	30%
44	15% -PAST EXPERIENCE AND PERFORMANCE	15%	10%	15%
45	TOTAL	80%	70%	100%
46	COMMENTS/NOTES	Scheduling Platform - POSS	ROLLKALL HAS PROPRIETARY SOFTWARE Did not submit the requested number of copies or a digital copy of proposal	EDS AND JIVASOFT UTILIZED MONMOUTH COUNTY SHERIFF'S OFFICE LISTED AS A REFERENCE
47				
48				

	A	B	C	D
1				
2				
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16	NJ DEBARRED LIST	YES	YES	YES
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19	CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS	YES	YES	YES
20	CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM		YES	YES
21	EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE	YES	YES	YES
22	REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS	YES	YES	YES
23	AMERICAN WITH DISABILITIES ACT OF 1990	YES	YES	YES
24	NJ ANTI-DISCRIMINATION PROVISIONS	YES	YES	YES
25	INSURANCE REQUIREMENT AND ACKNOWLEDGEMENT FORM	YES	YES	YES
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42	30% - TECHNICAL CRITERIA	30%	30%	30%
43	30% - MANAGEMENT CRITERIA	30%	30%	30%
44	15% -PAST EXPERIENCE AND PERFORMANCE	15%	0%	15%
45	TOTAL	90%	80%	100%
46	COMMENTS/NOTES	Scheduling Platform - POSS, Utilized by Neptune	Did not submit the required information, Unfamiliar with the company	Several local agencies utilize system which may assist if more assistance is needed with jobs. Claim no add'l cost to City
47				
48				

	A	B	C	D
1				
2				
3	ADMINISTRATIVE INFORMATION REQUIREMENTS	SUBMISSION #1	SUBMISSION #2	SUBMISSION #3
4	NAME OF FIRM	VISUAL COMPUTER SOLUTIONS (VCS)	ROLLKALL TECHNOLOGIES, LLC	HART HALSEY, d/b/a EXTRA DUTY SOLUTIONS (EDS)
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25	INSURANCE REQUIREMENT AND ACKNOWLEDGEMENT FORM	YES	YES	YES
26	ELECTION CONTRIBUTION DISCLOSURE NOTIFICATION	YES	YES	YES
27	W9 FORM	YES	YES - NEEDS TO BE SIGNED & DATED	YES
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29	CERTIFICATE OF EMPLOYEE INFORMATION REPORT	YES	NO	YES
30	CERTIFICATE OF INSURANCES	YES	NO	YES
31	SAMPLE CONTRACT	YES	NO	YES
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36	FOR CLOUD BASED POLICE SCHEDULING AND			\$5,750 IF PURCHASED WITHOUT OFF-DUTY PROGRAM ADMINISTRATION
37	EXTRA DUTY ADMINISTRATION FEE OR PERCENTAGE			
38	TOTAL	\$ 9,990.00	12.5% TRANSACTION FEE PAID BY THE VENDOR	WILLING TO WAIVE \$5,750 FEE FOR THE DURATION OF OFF-DUTY PROGRAM ADMIN
39				
40	EVALUATION AND RANKING			
41	25% - COST	0%	15%	25%
42	30% - TECHNICAL CRITERIA	30%	15%	30%
43	30% - MANAGEMENT CRITERIA	30%	30%	30%
44	15% -PAST EXPERIENCE AND PERFORMANCE	15%	0%	15%
45	TOTAL	75%	60%	100%
46	COMMENTS/NOTES	Scheduling Platform - POSS	ROLLKALL HAS PROPRIETARY SOFTWARE Did not submit the requested number of copies or a digital copy of proposal	EDS AND JIVASOFT UTILIZED MONMOUTH COUNTY SHERIFF'S OFFICE LISTED AS A REFERENCE
47				
48				



Submitted to:

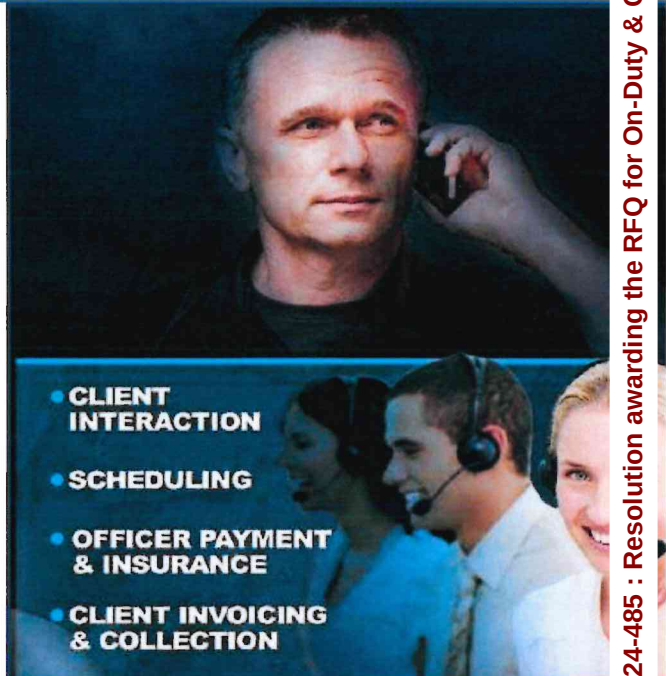
3.D.12.e

The City of Asbury Park

Purchasing Agent ATTN: Tracy Lizardi
1 Municipal Plaza
Asbury Park, NJ 07712

October 10, 2024

Software and Management Concerning the Scheduling, Fee Structure, Payment Processing and Record Keeping of On-Duty and Off-Duty Police Detail Administration



- CLIENT INTERACTION
- SCHEDULING
- OFFICER PAYMENT & INSURANCE
- CLIENT INVOICING & COLLECTION

Offered by:

Extra Duty Solutions

6 Corporate Drive, Suite 830
Shelton, CT 06484

EIN: 47-3058816

Rich Milliman, CEO
RMilliman@ExtraDutySolutions.com
Office: 203-216-9742

Packet Pg. 200

Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)

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SECTION A: LETTER OF TRANSMITTAL

Extra Duty Solutions
6 Corporate Dive
Suite 830
Shelton, CT 06484
October 10, 2024



The City of Asbury Park
Purchasing Agent ATTN: Tracy Lizardi
1 Municipal Plaza
Asbury Park, NJ 07712

Dear Sir or Ma'am:

Hart Halsey, LLC d/b/a **Extra Duty Solutions (EDS)** appreciates the opportunity to submit this quotation for Software and Management Concerning the Scheduling, Fee Structure, Payment Processing and Record Keeping of On-Duty and Off-Duty Police Detail Administration for the City of Asbury Park and the Asbury Park Police Department (APPD).

In this proposal, we provide a comprehensive response to each of the quote requirements, and emphasize our capabilities to provide cloud-based law enforcement scheduling and payroll software with complete administration of on-duty and off-duty police details, including requests for service, scheduling work, payroll, invoicing, financing accounts payable, collecting payments and to furnish all labor, materials, software and training necessary. While doing so, Extra Duty Solutions will reduce administrative burdens, eliminate financial risk, and mitigate legal risk for the City and police department.

We provide all these services and more on a timely basis with a 8% administration fee for off-duty program administration, which is levied on top of the total invoiced amount, and charged to the customer (whoever is paying for the detail). We will not assess a fee for any grant work or jobs in support of the City. Our annual fee for On Duty is \$5,750. EDS is willing to waive this cost for the duration of our off-duty program administration.

During the contract term, the City and police department benefit from the expertise of our software division, Jivasoft, which has been providing configured time and attendance software solutions for law enforcement agencies since 1999. Additionally, the City benefits from our eight-year partnership administering off-duty programs with agencies and businesses in Monmouth County and beyond. We administer your off duty program according to your rules, so that you can focus on the safety of your citizens. The benefits of EDS include:

- **Technology that Supports the Way You Work** – We customize our software to reflect your rules, rates , and protocols for on and off-duty employment. Our on duty and off software have two-way linkages with integration that is bi-directional and real time. Scheduling is done through the officer portal or mobile app, twin easy-to-use software systems that can be



*Prepared for the City of Asbury Park, NJ
October 10, 2024*

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Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)

used interchangeably. The portal can be accessed from any online device including laptops, Android phones, iPhones, iPads, etc. Our app can be downloaded at no cost to iPhones and Android phones.

- **Operational Sophistication** – We know what it takes to administer a complex off-duty program from immediate requests at all hours and engagement with the permitting department to random change requests in response to changing circumstances and weather. We are very familiar with this world and are properly staffed with service professionals to handle the necessary workload. We are much more than an ordinary software company: we are a fully-staffed account team using software.

- **Significant New Jersey Experience** –We currently provide on-duty software for many departments large and small, and administer the extra duty programs for more than 90 agencies in the state of New Jersey. We are already working with most contractors and all utility firms in the state and understand the complexity of New Jersey programs. Many of the City's customers have already incorporated EDS into their accounts payable systems and scheduling protocols; and, are on a first-name basis with members of our Burlington County account team.

- **Industry Leading Risk Mitigation and Insurance** – The City and its officers will be protected under our comprehensive, industry leading liability insurance while working off-duty details. Our insurance is primary to The City's insurance, includes a waiver of subrogation, and a number of riders to protect officers under scenarios most likely to occur while working off duty details. We work for the City of Asbury Park and always represent its best interests. We do not sign supplier agreements with utility firms which would transfer meaningful amounts of risk to the City.

In this response, we express our firm commitment provide software solutions that support the way you work, and to professionally administer the police off-duty assignment program for the City of Asbury Park. We believe our submittal demonstrates that Extra Duty Solutions brings a breadth of knowledge and sophistication unequalled in our industry.

As the individual authorized to commit Extra Duty Solutions to this quote, I am pleased to submit the enclosed offer and am prepared to provide any additional information required in support of this effort.

Sincerely,



Rich Milliman,
CEO

Hart Halsey, LLC

203-216-9742

Fax: 203-306-3140

rmilliman@extradutysolutions.com



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Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)

SECTION B: PROFILE OF PROPOSER

1. Scope of Practice

EDS and our software division, Jivasoft, provide software to more than 300 agencies, and administer extra-duty programs for 235 law enforcement agencies across these states:

- | | | |
|---------------|-----------------|------------------|
| • Alabama | • Kansas | • North Carolina |
| • Arizona | • Kentucky | • Ohio |
| • Arkansas | • Louisiana | • Oregon |
| • California | • Maryland | • Rhode Island |
| • Colorado | • Massachusetts | • South Carolina |
| • Connecticut | • Minnesota | • Tennessee |
| • Delaware | • Mississippi | • Texas |
| • Florida | • Nevada | • Virginia |
| • Georgia | • New Hampshire | • Washington |
| • Illinois | • New Jersey | |
| • Indiana | • New York | |

We have begun work on every RFP/RFQ we have been awarded.

2. Address

Our company headquarters is located at 6 Corporate Drive, Suite 830, Shelton, CT 07484.

To ensure continuity of operations, we have multiple redundant operations centers in Connecticut, North Carolina, Florida, Texas, and New Jersey. All operations centers provide 24/7/365 workspaces for all account coordinator and account management functions.

Our facilities and technology infrastructure are designed to seamlessly support our staff and clients. We are the only provider to have multiple geo-redundant operations centers to provide continuity and resiliency against catastrophic events and natural disasters, such as fires, tornadoes, or other situations that might disrupt one operations center for a period of time.

Our multiple operations centers provide:

- **Diverse Communication Technologies:** We leverage multiple independent communication services from various providers for both data and voice circuits. This diversity mitigates the risk of service disruption.
- **Redundant High-Speed Connections:** With enterprise fiber and high-speed 5G cellular data connections, we provide redundant internet and voice services. Automatic real-time failover ensures uninterrupted connectivity, even during outages.



- **Geographically-Diverse Operations Centers:** Our operations centers, strategically located in CT, NJ, FL, NC, and TX, enhance our IT resiliency. This geographical diversity protects against regional disruptions, ensuring continuous access to critical systems.
- **Cloud-Based Architecture for Maximum Accessibility:** Our cloud-based operational and critical business architecture allows for simultaneous access to systems from any of our regional centers and disaster recovery locations. This setup guarantees that we can operate seamlessly from multiple locations.
- **World-Class Hosting Solutions:** We host all our software on geographically-diverse servers with leading cloud hosting providers. This ensures world-class security, performance, and uptime for business applications.

See Appendix A for our Disaster Recovery Plan.



Shelton, CT



Tinton Falls, NJ



Huntersville, NC



San Antonio, TX



Tampa, FL

3. Experience

Hart Halsey, LLC d/b/a Extra Duty Solutions has been administering extra-duty detail services for more than eight years. Our first client was Delray Beach, FL who started with us in January 2016 and continues to with us this day. We are the first, largest and fastest-growing firm to offer programs for the full administration of paid details as well as on-duty scheduling software in the state of New Jersey and throughout the United States.

EDS can fulfill the needs and goals of the APPD to provide cloud-based scheduling software, and manage and administer the police's department's off-duty details on its behalf. We do this in accordance with the City's policies and regulations, and with no substantial changes to the way off-duty details are distributed.

Prior to serving law enforcement agencies, we managed extra duty programs for large, corporate clients including Marriott, Starwood, Ryder, Aon, and MasterCard, among others. While serving corporate clients, we realized that administering such programs was burdensome for law enforcement agencies and meaningfully increased municipal risk. We then offered a managed service solution for law enforcement agencies and exited the corporate side of the business to avoid any conflicts of interest.



Our software division, Jivasoft, was founded in 1999 by Dan Ryan, whose father was a captain and brother was a deputy superintendent with the Lowell (MA) Police Department. Initially, Jivasoft aimed to create active duty and extra duty scheduling software just for Lowell PD's use. Now, Jivasoft is one of the leading providers of scheduling software to the public safety sector, and tailors applications to meet the needs of small municipalities to large agencies, such as the **Nashville Police Department** (1700 sworn) and the **United Nations**. In June 2019, we acquired Jivasoft, enabling us to offer fully-integrated software tailored to our clients' needs.

Since our launch in 2016, Hart Halsey has grown rapidly. To ensure we provide exceptional service to our rapidly expanding client base, we have added 52 employees to our company in the most recent three years. Most of these employees are software developers and account team members who directly support our government agencies.

KEY POINT: KEY POINT: All of our software, including our on-duty scheduling software, our extra duty administration suite of software, and mobile apps was developed by our technology staff in San Antonio TX, is maintained by us, and is wholly owned by us. We can modify, customize and advance our software as our clients ask and as we need to. Our solution does not involve a third-party software firm over which we have no control. Everything we discuss in this proposal has been created by us and is owned by us. None of our software development is outsourced outside of our company or overseas.

Hart Halsey, LLC (EDS) is **not** a security company, is not owned by a security company, and none of the owners or employees have any affiliation or ownership stakes in any security companies. We operate solely to further the best interests of the municipal and law enforcement agencies we serve. **We do not indemnify non-government entities nor otherwise introduce legal risk to the City by signing supplier agreements directly with such entities.** We represent the best interests of our governmental partners exclusively and at all times.

Unlike other extra duty providers, we have refused to sign Suppliers Agreements with local utility companies. These agreements may eliminate all liability from the utility company and

remove shared workers compensation requirements previously set by NJ case law. This action could place any financial liability costs directly to your taxpayers, and could put the City and APPD at financial risk.

Three Factors of a Standard Supplier Agreement You May Want Your Counsel to Look At

1. One Way Indemnification

- May shift **all** the vendor's legal risk on to the officers, department, and municipality for "death or bodily injury to person" and "injury or damage to property"
- May negate your liability insurance provider's obligation to pay for premise or bodily injury caused by an officer working a detail
- Transfers payment obligation to municipality's taxpayers

2. Standards of Integrity

Officers working a detail are contractually required to operate under the utility company's "standards of integrity" which may differ, or be in direct conflict with, your department's rules, regulations and policies.

3. Dual Employment Status

- In the State of NJ, the dual employment status and protection exists!
- Officers are protected when working any off or extra duty job detail for a third-party such as a utility company
- For officers' Workers Compensation cases, the vendor and the municipality share responsibility. (Case law Domanoski v. Borough of Fanwood, 237 N.J. Super. 452 (App. Div. 1989). Case law Dutcher v. Pedeiro, 2017 WL5619258 *1 (N.J. App. Div. Nov. 22, 2017).

4. Samples of Reports

Our software suites are highly customizable and will provide you the reports (including payroll) you need in the format (e.g. Excel, PDF, CSV, etc.) and frequency you desire. Reports will have filtering options. We do not charge extra fees for payroll reports.

In addition to real-time reports, EDS will also create and automatically generate and distribute recurring reports, such as Invoice Register and Officer Reports (hours worked, location, and

Customer	Date	Location	Hour	Rate	Start	End	Officer Name	Emp	Officer Pay	City Admin	City Cruiser	EDS Admin
Construction Co.	8/13/2024	12 Main St.	4.50	\$ 92.22	8:00	12:30	Your Officer	7	\$ 415.00	\$ 67.50	\$ 45.00	\$ 42.20
PSEG Southern Electric Division	8/13/2024	12 Main St.	9.50	\$ 88.42	8:00	17:30	Your Officer	7	\$ 840.00	\$ 142.50	\$ 95.00	\$ 86.20
PSEG Southern Electric Division	8/13/2024	13 Main St.	9.50	\$ 88.42	8:00	17:30	Your Officer	7	\$ 840.00	\$ 142.50	\$ 95.00	\$ 86.20
Paving Co.	8/13/2024	14 Main St.	10.50	\$ 88.10	7:00	17:30	Your Officer	7	\$ 925.00	\$ 157.50	\$ 105.00	\$ 95.00
Enterprises LLC	8/14/2024	15 Main St.	11.50	\$ 87.83	7:00	18:30	Your Officer	7	\$ 1,010.00	\$ 172.50	\$ 115.00	\$ 103.80
Enterprises LLC	8/14/2024	16 Main St.	11.50	\$ 87.83	7:00	18:30	Your Officer	7	\$ 1,010.00	\$ 172.50	\$ 115.00	\$ 103.80
Enterprises LLC	8/14/2024	17 Main St.	11.50	\$ 87.83	7:00	18:30	Your Officer	7	\$ 1,010.00	\$ 172.50	\$ 115.00	\$ 103.80
Construction Group	8/14/2024	18 Main St.	4.00	\$ 93.13	8:00	12:00	Your Officer	7	\$ 372.50	\$ 60.00	\$ 40.00	\$ 37.80
Evesham Police Department	8/14/2024	19 Main St.	8.00	\$ -	22:00	6:00	Your Officer	7	\$ -			
Evesham Police Department	8/14/2024	20 Main St.	4.00	\$ -	15:30	19:30	Your Officer	7	\$ -			
Paving Co.	8/14/2024	21 Main St.	10.50	\$ 88.10	7:00	17:30	Your Officer	7	\$ 925.00	\$ 157.50	\$ 105.00	\$ 95.00
Enterprises LLC	8/15/2024	22 Main St.	8.00	\$ 89.06	7:00	15:00	Your Officer	7	\$ 712.50	\$ 120.00	\$ 80.00	\$ 73.00
Black Rock Enterprises LLC	8/15/2024	23 Main St.	8.00	\$ 89.06	7:00	15:00	Your Officer	7	\$ 712.50	\$ 120.00	\$ 80.00	\$ 73.00
Black Rock Enterprises LLC	8/15/2024	24 Main St.	10.50	\$ 88.10	7:00	17:30	Your Officer	7	\$ 925.00	\$ 157.50	\$ 105.00	\$ 95.00
Verizon	8/15/2024	25 Main St.	4.00	\$ 93.13	2:00	6:00	Your Officer	7	\$ 372.50	\$ 60.00	\$ 40.00	\$ 37.80
Evesham Police Department	8/16/2024	26 Main St.	8.00	\$ -	22:00	6:00	Your Officer	7	\$ -			
Evesham Police Department	8/17/2024	27 Main St.	4.00	\$ -	22:00	2:00	Your Officer	7	\$ -			
306.25									\$ 17,663.75	\$ 2,973.75	\$ 1,982.50	\$ 1,809.60



customer) each pay period. We can also provide you with Prior Day Jobs Worked Report, and Same Day Jobs Report. We currently have more than 70 different templated reports that can be run at any time or auto-run on a scheduled cadence. The data is transparent, so you can get the information you need when you need it.

Your EDS account team, available 24/7/365 via phone and email, can also provide you with one-off reports, or any other information you might need for management, FEMA or OPRA requests.

EDS can also enable selected staff members to create their own reports, as needed, via their online portals. Often, our client agencies will want certain command staff personnel to view and report upon certain information for a sub-set of customers. If APPD would like to restrict access to certain reports for certain people, we can establish access control in our software. We learn these requirements from you during the knowledge transfer meeting, and configure our software to support them.

More sample reports are in Appendix B.

5. Key Individuals

EDS provides you an experienced project management team to ensure all aspects of program implementation and operations meet or exceed your expectations. While you will work closely with Ricky, Adam and your account manager quite frequently, Dan and his software developers are poised to customize your software to fit your program and as your needs evolve. EDS's senior leadership of Rich and John are guiding the company to new levels of performance to enhance your customer experience. Every member of your team is just a phone call or email away to assist you.

Their full resumes are in Appendix C.



Rich Milliman, CEO

As CEO of EDS, Rich is the single point of contact for escalation and relationship management with the City, throughout the onboarding process following contract award and beyond. Rich's professional background is heavily focused in business services and operations. After serving as a management consultant for McKinsey and Company, Rich ran portfolio marketing and operations at Bank One Corporation's credit card unit. He then ran a number of emerging and mid-sized business services firms for a European family office. Before co-founding Extra Duty Solutions, Rich was heavily involved in operational risk, security and back-office operations at the world's largest hedge fund, Bridgewater Associates LP.

John Zebrowski, Director of Organizational Development

John Zebrowski brings more than 35 years of law enforcement experience to EDS. In 2022, he retired from the Sayreville (NJ) Police Department after serving as its Chief of Police for 11 years. During his tenure as chief, the department began working with EDS in 2016. John is a licensed attorney in New Jersey and Pennsylvania, a Certified Public Manager for the State of New Jersey, and our liaison with the NJ Association of Chiefs of Police. John is available to provide "lessons learned" and help to the police command staff throughout our partnership with APPD.



Ricky Braen, Business Development Executive

Ricky retired from Brick Township Police Department after more than 25 years of service and continued an active role with Mantoloking Police and completed over 39 years of service. He was the supervisor in charge of managing off-duty employment and payroll with Brick for over 10 years. He understands the challenges departments face in providing this service to the community. Ricky is available to provide training and in-person meetings to ensure APPD is completely satisfied with our services.

Adam Bogdan, Vice President of Account Management

Adam has been with EDS since 2019. As FLPD's primary point-of-contact, Adam leads the City's Account Management team, including all escalations involving billing, officer issues, and scheduling matters. Adam will update and maintain the officer rules and policies, ensuring that our Account Management team is properly trained to handle any and all issues.



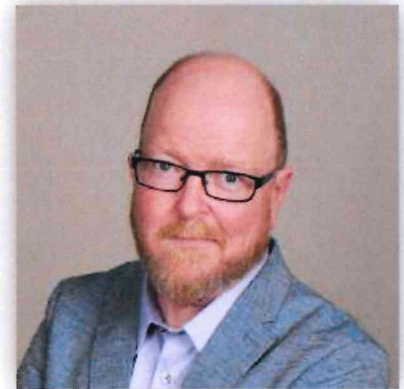


Dan Ryan, CTO and President, Jivosoft Division

Dan has been working with EDS since its inception. He is a Harvard-educated computer scientist who comes from a law enforcement family. At the request of the agency where his father was a member of the command staff, Dan created scheduling software specific to law enforcement needs. That was more than 20 years ago, and it was the humble beginning of Jivosoft, one of the leading providers of on duty and extra duty software to the law enforcement world. Dan will oversee software customizations for the City.

**Mike Wilson, Vice President of Customer Experience,
Jivosoft Division**

Mike began his career as a telecommunications dispatcher with the Charlotte-Mecklenburg Police Department. He then transitioned to CAD/RMS system administration, and later advanced to systems analyst for Charlotte-Mecklenburg PD. Mike joined the Jivosoft team in 2015, and is responsible for overseeing on-duty software implementation and customer satisfaction during the entire lifetime of the relationship or contract. Mike's team handles 24/7 customer support and is responsible for tracking and managing customer service requests for on-duty software.



Your Account Team

In addition to the project management team, APPD has its own dedicated account team. The City's account team coordinates all aspects of scheduling among the officers, agency, and your



customers. Account representatives also resolve user-level technical issues, such as computer log-in problems and data entry errors. Your account manager troubleshoots complex technical problems with our software and maintenance team, and calls you back when they resolve the issue. That means, you are not on hold for tech support, or waiting on the phone while our technicians fix the problem. Your account team is available 24/7/365 through a phone number created for and dedicated to your agency. We do

not use a call center approach. Your dedicated account team (consisting of one primary and several secondary coordinators) handles all your calls and emails.

KEY POINT: All officer and customer calls are answered by our W2 employees. We do not outsource officer or customer engagement at any time. We also do not force or strongly encourage customers to use their portals if they prefer to engage with their account management team by phone. We very much prioritize customer service over cost reduction.

6. References

Below are five references from our many NJ clients. Please feel free to call them, or any of the agencies we partner with. We will provide you a link to a list of our clients upon request.

Absecon Police Department	
<i>Contracting Agency/Client:</i>	Absecon Police Department 500 Mill Rd. Absecon, NJ 08201
<i>Period of Performance:</i>	May 2021 to Present
<i>Services Provided:</i>	On-duty scheduling software, plus full administration on off-duty program
<i>Point-of-Contact:</i>	Lt. Jeffrey Mazer jmazer@abseconpd.org 609-641-0667

East Brunswick (NJ) Police Department	
<i>Contracting Agency/Client:</i>	East Brunswick Police Department 1 Civic Center Drive East Brunswick, NJ 08816
<i>Period of Performance:</i>	August 2017 to Present
<i>Services Provided:</i>	On-duty scheduling software, plus full administration on off-duty program
<i>Point-of-Contact:</i>	Lt. Wade Gordon wgordon@ebpd.net 732-390-6969

Matawan (NJ) Police Department	
<i>Contracting Agency/Client:</i>	Matawan Police Department 201 Broad Street Matawan, NJ 07747
<i>Period of Performance:</i>	September 2020 to Present
<i>Services Provided:</i>	On-duty scheduling software, plus full administration on off-duty program
<i>Point-of-Contact:</i>	Lt. Sean McCabe smccabe@matawanpolice.org 908-601-6462

Monmouth County Sheriff's Office	
<i>Contracting Agency/Client:</i>	Monmouth County Sheriff's Office 2500 Kozloski Rd. Freehold, NJ 07728
<i>Period of Performance:</i>	March 2023 to Present
<i>Services Provided:</i>	Full administration on off-duty program
<i>Point-of-Contact:</i>	Sgt. Robert Derasmo RDerasmo@MCSO.NJ.org 732-431-6400 ext. 1169

Ocean Township Police Department	
<i>Contracting Agency/Client:</i>	Ocean Township Police Department 399 Monmouth Rd. Oakhurst, NJ 07755
<i>Period of Performance:</i>	January 2022 to Present
<i>Services Provided:</i>	Full administration on off-duty program
<i>Point-of-Contact:</i>	Capt. Patrick Martin pmartin@oceantwp.org 732-531-1800 ext. 2211

We also invite you to visit the testimonial section of our website. Here is a sample of what some of our NJ clients say about our services:

Chief Ray Hayducka, South Brunswick Police Department, South Brunswick NJ

"We have been using Extra Duty Solutions for over a year. We have been very happy with the service. It allowed me to reassign a civilian clerical worker to perform other duties because the off-duty scheduling and billing was a full-time job. It has resulted in a significant savings to the City. The officers are also happy because they are always updated via e-mail or text message as to the availability of jobs."



Chief James P. Abbott, West Orange Police Department, West Orange, NJ

I have been serving as the Chief of Police for nearly 22 years and in such capacity have dealt with a multitude of vendors. I can state unequivocally that EDS is the most client centered vendor I have yet to experience and their services are embraced by our rank and file as well as superior unions in addition to senior management. EDS is unique in that unlike most other services they will tailor their product to your needs rather than a one size fits all approach.



Theresa Fitzgerald, Haddonfield Police Department

"I just wanted to reach out and tell you that, once again, your employees did a wonderful job. They worked all weekend trying to fill multiple jobs for today (Monday, 10/18/2021). I was notified last night at 11:30pm that one of the jobs could not be filled. I decided to wait until this morning to deal with that situation by moving people around. Upon arriving to work this morning, I found that they had filled ALL of the jobs. I was extremely grateful. This is routine behavior for your people; they always give 100%."



Chief (Ret.) David Irizarry, Metuchen (NJ) Police Department

"Metuchen City has been using Extra Duty Solutions since September of 2018. Prior to that, we had a lieutenant in charge of the off-duty scheduling and records clerks helping our CFO with billing. Many companies made it difficult to collect payment. It seemed we were always chasing money. The City even had to eat some of the non-payments. We also had the constant complaints from officers on how the scheduling system wasn't fair. Extra Duty Solutions changed our life in Metuchen. My staff members now have time to do their actual jobs. NO MORE CHASING THE MONEY! Most importantly, their rotation system is fair and transparent. Thank you, Extra Duty Solutions!"



7. Additional Information

In 2018, 2020, 2022, and 2024 EDS passed SOC I type II audits. In these audits, a Certified Public Accountant conducted a thorough examination of our organization to verify that we have an effective system of controls related to security, processing integrity, availability, confidentiality, and/or privacy. These reports provide you reasonable assurance about the design and operating effectiveness of controls, and any potential risks.

A copy of our two most recent SOC audit letters is in Appendix D.

Additionally, our company has passed two external bank review audits; and, had our financial statements verified by external accounting firms in 2019 and 2022.

A description of our on-duty software is provided in Section C.

Section D outlines our services for full administration of your off-duty program.

Our customer service approach is described in Section E.

Section F provides information on program implementation and training.

Our response to the books and record requirements is contained in Section G.

We describe our comprehensive insurance in Section H.

Section I outlines our software maintenance and support.

8. Fee

a. Pricing

EDS proposes an 8% administration fee for both the on-duty software and full administration of off-duty program administration, (which includes *Responder* software). This fee is levied on top of the total invoiced amount, and charged to the customer (whoever is paying for the detail).

We will not assess a fee for any grant work or jobs the City is directly paying for. For those City-paid jobs, we will handle all vendor interaction and scheduling, and provide the City with a payroll report to ensure officers get paid by the city. We will have a separate column to reflect city paid jobs in our extensive payroll reports as we won't need to invoice the City.

If you were to purchase only the fully-configured on-duty software, that fee would be \$5,750 per year.

EDS **does not** charge for software development, program configuration, in-person training, implementation, training, travel, insurance, or software updates. EDS does not levy extra fees to vendors for up front/escrow payments or payments by check. Nor does it charge the full scheduled fees on detail modifications or cancelations -- just the cancelation hours minimum the officers and City charge.

These fees are valid for three years, with the option to extend an additional two years. However, if the City increases its hourly rates for off-duty employment, our rates will increase proportionally.



Fee Category	Percentage of Hourly Rate or Fee	Notes
EDS Administrative	8%	Applied on top of the total invoiced amount
Check Pre-Pay	0%	EDS does not charge customers additional fees for these payment methods.
Check	0%	
ACH/Wire	0%	
Detail Modification	0%	We do not charge for scheduling changes.
Detail Cancellation	0%	
In-Person Training	0\$	Conducted when and where you require.
On-Duty Software	\$5, 750	If purchased without off-duty program administration.

Customers paying by credit card will be charged an additional 3.0% fee.

b. Payment to the City

EDS agrees to pay the City for all services rendered, and have no delay in payments to the City. How we pay and when we pay are based on your protocols.

KEY POINT: We pay the City and officers regardless of when the customer pays us – thus, eliminating financial risk for the City.

Regardless of the payment method, EDS will pay the City amounts due, including any City admin fees, on the dates specified by the City, not days or weeks later. If your pay period ends on Sunday, payroll reports and ACH funds are sent on Monday.

We can also pay outside agencies on the same or different schedule.

SECTION C: ON-DUTY SCHEDULING SOFTWARE

We offer on-duty scheduling and timekeeping software that is directly integrated with the off-duty administration solution. Our on-duty software is robust, flexible, and customized to support your business practices. When we formed a partnership with Jivasoft in 2016, we recognized its excellence in scheduling software. Three years later, we acquired the company outright. We own the software and have complete control over it. This means we provide you the configured solutions you need – directly – with no middle man.

On Duty and *Responder* have two-way links. Officer profiles are directly linked between the systems. Officers have visibility of their off-duty schedules from the on-duty application and vice versa. As a standard feature, both on-duty and extra-duty schedules are shown together in one view on your mobile device in the On Duty or *Responder* portals.

On Duty does much more than scheduling. At its core, it manages work assignments by scheduling employees efficiently, meeting staffing needs and filling coverage gaps. It also tracks attendance, helps employees schedule vacations and other leave time, and facilitate schedule change requests and supervisor review. It accrues benefit time and tracks compensatory time and overtime. On Duty supports multi-level time card approvals and exports timekeeping information to the payroll system. In short, On Duty is a complete solution to automate an agency's human resources operation.

ON DUTY SCHEDULING SOFTWARE

Schedule employees efficiently, meet your staffing needs, fill coverage gaps, and more!

View Your Schedule Any Time, Anywhere	Request Schedule Changes	Time Balances & Transaction History
Real-Time Notifications	Request History	Available Overtime On Demand
Customized Schedule Views for Supervisors	Manage Employee Requests	Full Roster Schedule Views
Compliance Management	Training Tracker	Staffing Levels & Alerts

The *Responder* software prevents overlapping assignments between off-duty and on-duty. Supervisors can view both on-duty assignments and off-duty assignments from the On Duty web portal. All integration is bi-directional and real time. On Duty can be configured to produce a payroll export file that incorporates both on-duty and extra duty detail payrolls in a format compatible with most agencies' payroll systems.

We offer a Cloud-based Software-as-a-Service (SaaS) software solution, specifically, Jivasoft's On Duty Scheduling Software. This SaaS solution will facilitate on-duty scheduling, overtime administration and payroll preparation/integration. The proposed solution can integrate with most payroll systems and will be able to import data from an agency's SAP. The proposal includes all services necessary to implement the software, including installation and configuration, software setup, assistance and guidance on data entry, testing, training and ongoing support.

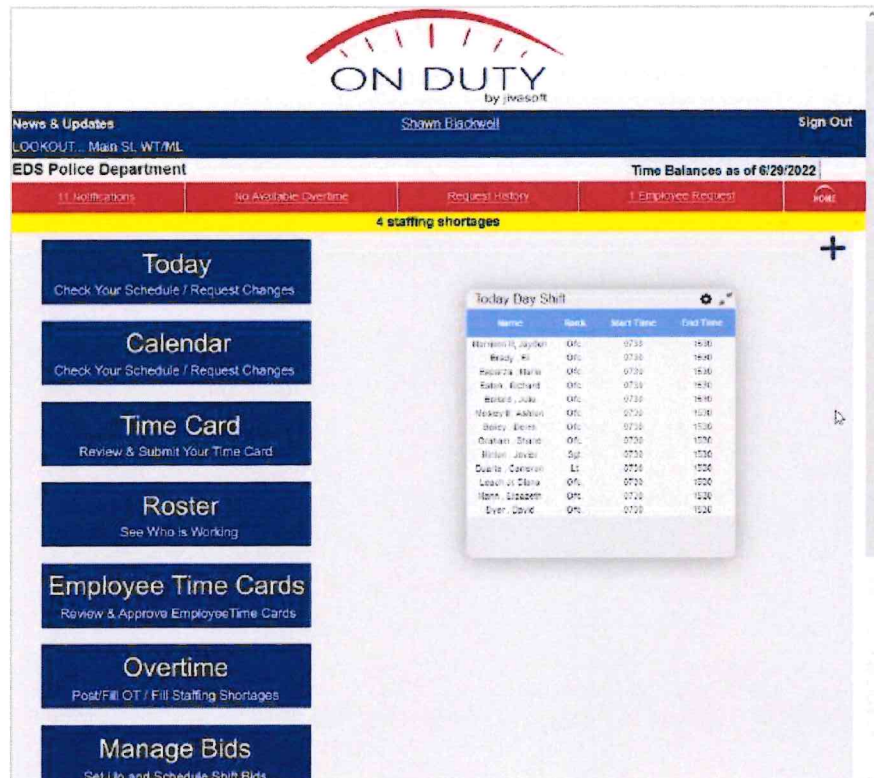
All of our Cloud infrastructure is hosted by Rackspace, a world-class Cloud server hosting service. All servers and data reside within the continental United States.

EDS recognizes that the security of networks, systems and data used to deploy Cloud applications is of paramount importance. EDS is committed to continuous vigilance and effort to protect its Cloud infrastructure. EDS protects that Infrastructure by adhering to industry best practices, using state-of-the-art technology, and relying on proven, reliable partners.

Appendix E outlines our IT system and data security measures.

As a SaaS offering, On Duty provides extensive automation capabilities for administering police scheduling with the ability to handle work rotations and random scheduling. Administrative users have access to a powerful application and scheduling software package that can be used by employees to, among other functions, enter and track daily work routines, time off requests and approvals, special assignment availability, and other non-standard work-related activity.

The system will integrate with your agency's payroll system to provide seamless movement of information necessary for payroll with extensive reporting capabilities and powerful



Name	Role	Start Time	End Time
Harrison, Jayden	Off	07:00	16:00
Brady, Al	Off	07:00	16:00
Reynolds, Maria	Off	07:00	16:00
Rubin, Richard	Off	07:00	16:00
Wickert, Luke	Off	07:00	16:00
Hickory, Madison	Off	07:00	16:00
Bailey, Brent	Off	07:00	16:00
Orphan, Shane	Off	07:00	16:00
Wilson, James	Sup	07:00	16:00
Quarta, Cameron	LT	07:00	16:00
Leach, A. Shane	Off	07:00	16:00
Hart, Christopher	Off	07:00	16:00
Ever, David	Off	07:00	16:00

features for managing employer administration, officer administration, and assignments, as well as payroll integration in compliance with agency policies and departmental rules.

Command staff can track resources, as well as specialized officer qualifications. Command will be able to post, broadcast and award overtime as needed or advised by the automated calculations of manpower in the system.

Supervisors can view employee schedules with the ability to create, delete, request, approve and update current scheduling, staff members, overtime assignments and reports.

We can establish privacy controls that restrict the type of personnel information visible to different levels of employees.

The system is designed to be used by non-technical staff (staff members who do not have knowledge regarding software programming) both through a secure, mobile-responsive web application and a native mobile app for extra duty if needed.

One of the great advantages of our On Duty Software over its competitors is that On Duty was designed internally and from the ground up to be highly customizable to each customer's needs. On Duty is configurable out-of-the box to handle virtually any scenario and rule set that an agency could have. On those rare occasions when we encounter a requirement that we have never seen before, we can easily modify and enhance On Duty to accommodate the need.

1. System Capabilities

The dashboard can be tailored to each person's role and access level.

ON DUTY by jmssoft

News & Updates Shawn Blackwell Sign Out

LOOKOUT... Main St. WT/ML

EDS Police Department Time Balances as of 6/29/2022

11 Notifications No Available Overtime Request History 1 Employee Request HOME

4 staffing shortages

Today
Check Your Schedule / Request Changes

Calendar
Check Your Schedule / Request Changes

Time Card
Review & Submit Your Time Card

Roster
See Who is Working

Employee Time Cards
Review & Approve Employee Time Cards

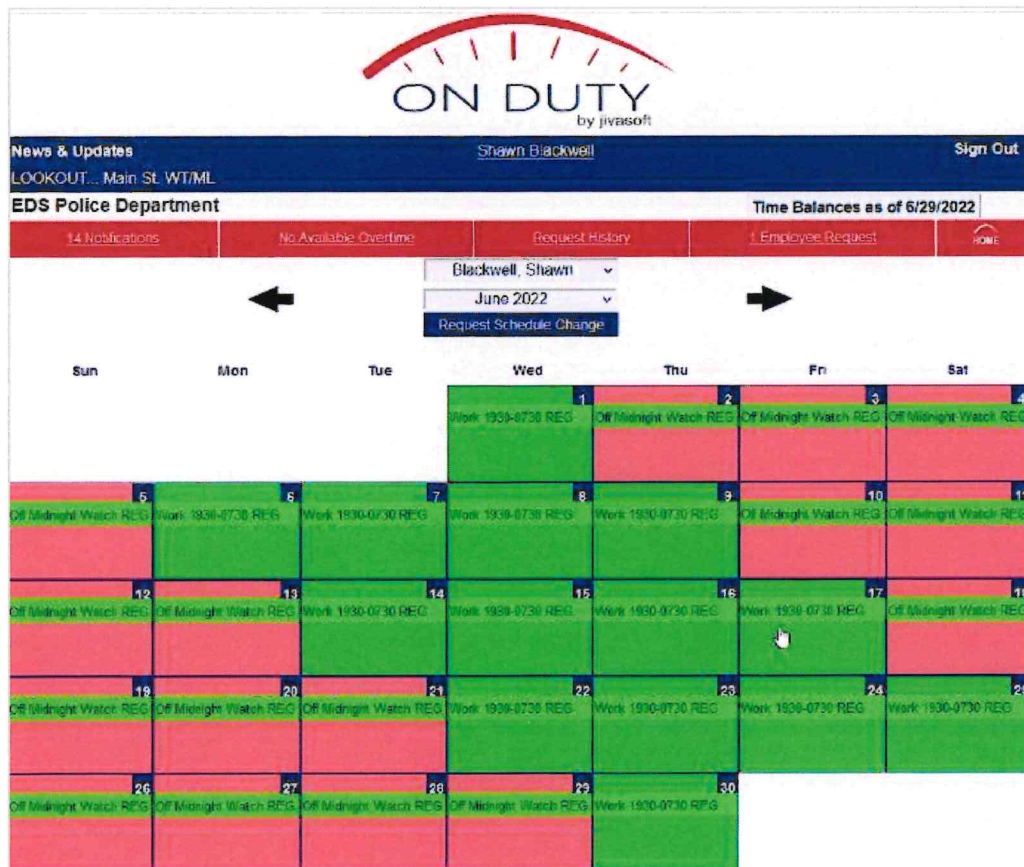
Overtime
Post/Fill OT / Fill Staffing Shortages

Manage Bids
Set Up and Schedule Shift Bids

Today Day Shift

Name	Rank	Start Time	End Time
Matthew R. Jayden	Off.	0700	1600
Reedy, R.	Off.	0700	1600
Reynolds, Maria	Off.	0700	1600
Salas, Richard	Off.	0700	1600
Ward, Julia	Off.	0700	1600
Wesley R. Addison	Off.	0700	1600
Wesley, Derek	Off.	0700	1600
Whelan, Shane	Off.	0700	1600
Wilton, Javier	Sgt.	0700	1600
Daniel, Cameron	Lt.	0700	1600
Leach, Diana	Off.	0700	1600
Hann, Elizabeth	Off.	0700	1600
Dyer, David	Off.	0700	1600

Work calendars can be viewed in multiple ways.



Designated users can view and print a daily assignment sheet that reflects who is working and their vehicle assignment. Notes or tags can be entered for each shift.



News & Updates
Shawn Blackwell
Sign Out

LOOKOUT... Main St. WT/ML

EDS Police Department
Time Balances as of 6/29/2022

11 Notifications
No Available Overtime
Request History
1 Employee Request
HOME

4 staffing shortages

ORG UNIT
City of Endor

SHIFT
Day Watch

SORT
Employee

← 6/29/2022 →

Printer Friendly

WORKING

EMPLOYEE	ASSIGNMENT	BADGE	RANK	REASON	STARTS	ENDS	VEHICLE	RADIO
Acosta, Steven B.	unassigned	732	Sgt.	Scheduled Day	0730	1530		

NOTE

EMPLOYEE	ASSIGNMENT	BADGE	RANK	REASON	STARTS	ENDS	VEHICLE	RADIO
Bailey , Derek	unassigned	495	Ofc.	Scheduled Day	0730	1530		

NOTE

EMPLOYEE	ASSIGNMENT	BADGE	RANK	REASON	STARTS	ENDS	VEHICLE	RADIO
Ballard , Julie	unassigned	1328	Ofc.	Scheduled Day	0730	1530		

NOTE

EMPLOYEE	ASSIGNMENT	BADGE	RANK	REASON	STARTS	ENDS	VEHICLE	RADIO
Beck , Raul	unassigned	1420	Ofc.	Scheduled Day	0730	1530		

Staffing levels can be seen at a glance. We can add notifications for shortages, and violations of work polices such as exceeding maximum number of hours.

The screenshot displays the 'ON DUTY' web application interface. At the top, there's a header with the 'ON DUTY by jivasoft' logo and a navigation bar with 'News & Updates', 'Shawn Blackwell', and a 'Sign Out' link. Below this, a section for 'EDS Police Department' shows 'Time Balances as of 6/29/2022' and a summary of '14 Notifications', 'No Available Overtime', 'Request History', and '1 Employee Request'. A yellow banner indicates '4 staffing shortages'. A date range selector shows 'From 6/29/2022' to 'Through 7/5/2022'. Below this is a table of staffing shortages:

Select	TYPE	DATE	UNIT	SHIFT	TIMES	OPENINGS	REQUESTS	NOTE
Select	Staffing Shortage	6/29/22	PS		0600-0700	15		Ofc.
Select	Staffing Shortage	6/29/22	PS		0700-1800	15		Ofc.
Select	Staffing Shortage	6/29/22	PW		1300-0100	15		Lt., Ofc., Sgt.
Select	Staffing Shortage	6/29/22	POLCENT		1600-0000	10		

Below the table, there's a 'NOTE' section with the text 'Lt., Ofc., Sgt.'. At the bottom, there are input fields for 'FILL NOW' and 'OPOST OT', including a date field set to '6/29/2022' and dropdown menus for 'UNIT' and 'SHIFT'.

Shift bidding is another feature the configured software offers.



News & Updates
America Jones
Sign Out

Detective On Call: Ofc. Delgado.

Endor Police Department
Time Balances as of 7/18/2023

Notifications
No Available Overtime
Request History
No Employee Requests
HOME

Edit Bid
Save
Cancel

BID NAME
Patrol First Quarter

START DATE
1/1/2024

END DATE
3/31/2024

PICKING STARTS
10/1/2023

PICKING ENDS
10/31/2023

PICK START TIME
07:00

PICK END TIME
19:00

MINUTES PER PICK
60

CAN PICK AFTER SLOT ENDS
☒

BID FOR ASSIGNMENTS
☐

ORG UNITS
Patrol

SHIFTS
Day Shift, Evening Shift, Night Shift

RANKS
Ofc., Sgt.

GROUPS
Squad Alpha, Squad Bravo, Squad Charlie, Squad Delta

Edit Org Units

Edit Shifts

Edit Ranks

Edit Groups

1ST SORT
Rank

2ND SORT
Seniority

3RD SORT
Hire Date

4TH SORT
Random

5TH SORT
Not Set

This screenshot indicates a staffing shortage. Supervisors can be granted permissions within the program to fill these vacancies in real time – even if it results in overtime for employees.

The screenshot displays the 'ON DUTY' software interface. At the top, there's a header with the logo and 'by jivasoft'. Below this, a navigation bar includes 'News & Updates', 'America Jones', and 'Sign Out'. A section for 'Endor Police Department' shows 'Time Balances as of 7/18/2023'. A red bar indicates '2 staffing shortages'. Below this, a table lists the shortages with columns for Type, Date, Unit, Shift, Times, Openings, Requests, and Note. The first entry shows a staffing shortage on 7/18/23 for the Patrol unit, Evening Shift, from 1500-0700, with 2 openings and 1 request. Below the table is a form to 'Create Overtime Posting' with fields for DATE, UNIT, SHIFT, FROM, TO, OPENINGS, REASON, NOTE, POSITION, AVAILABLE TO, and BROADCAST.

From	Through
7/18/2023	7/24/2023

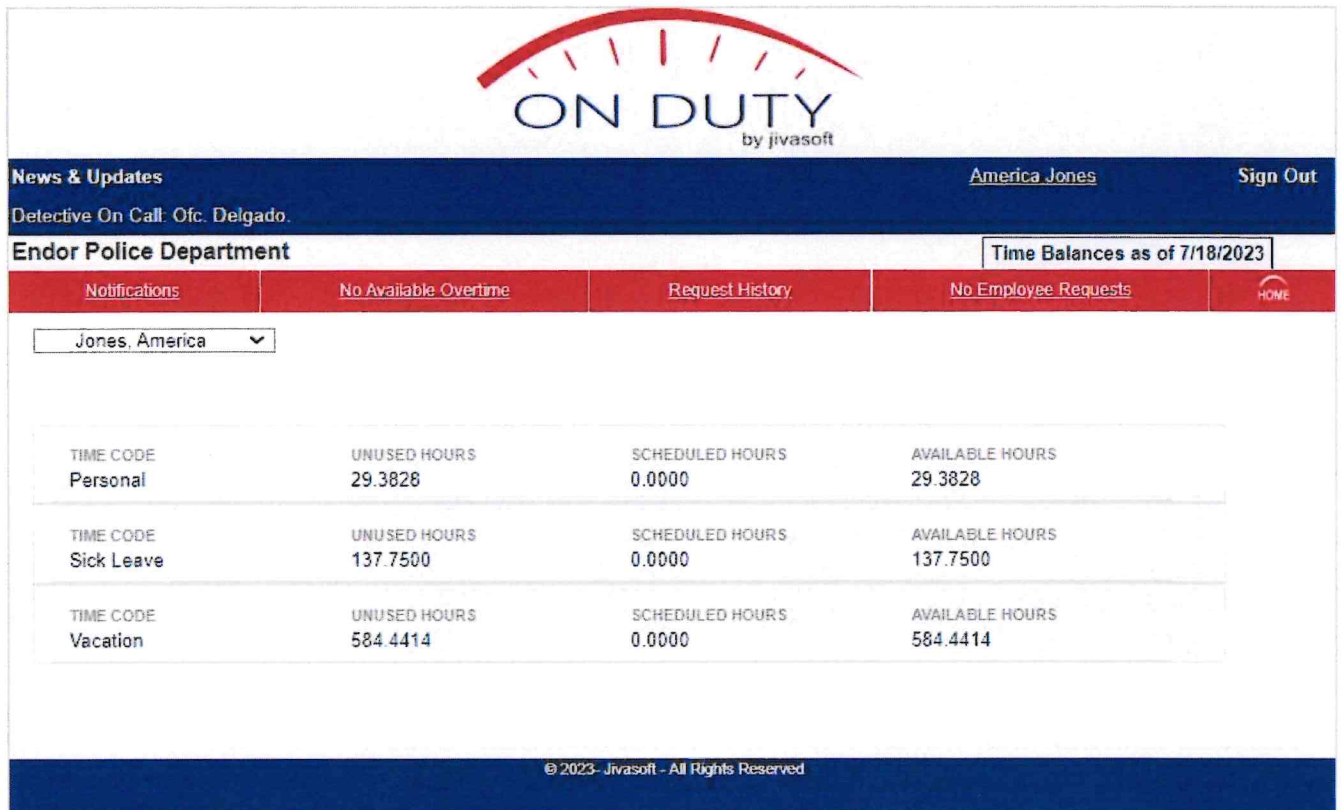
TYPE	DATE	UNIT	SHIFT	TIMES	OPENINGS	REQUESTS	NOTE
Staffing Shortage	7/18/23	PATROL		1500-0700	2		Lt. Sgt
Staffing Shortage	7/18/23	PATROL		1500-2300	1		Lt. Sgt

Create Overtime Posting

DATE: 7/18/2023
 UNIT: Patrol
 SHIFT: Evening Shift
 FROM: 15:00
 TO: 07:00
 OPENINGS: 2
 REASON: OT-Staffing Coverage
 NOTE:
 POSITION: East Zone
 AVAILABLE TO: Patrol
 BROADCAST: ☒

Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)

The system can track multiple 'real time' accrual banks. We customize the categories and accrual rates based on your department's policies (such as anniversary date accruals). Data can be entered a year in advance. This feature is part of program configuration, and at no cost to the City.



ON DUTY
by jivasoft

News & Updates [America Jones](#) [Sign Out](#)

Detective On Call: Ofc. Delgado.

Endor Police Department Time Balances as of 7/18/2023

[Notifications](#) [No Available Overtime](#) [Request History](#) [No Employee Requests](#) [HOME](#)

Jones, America ▼

TIME CODE	UNUSED HOURS	SCHEDULED HOURS	AVAILABLE HOURS
Personal	29.3828	0.0000	29.3828
Sick Leave	137.7500	0.0000	137.7500
Vacation	584.4414	0.0000	584.4414

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We can build in levels of controls for different functions. In this sample, a supervisor's approval is required to grant an employee vacation.

ON DUTY
by jivasoft

News & Updates Shawn Blackwell Sign Out

LOOKOUT... Main St. WT/ML

EDS Police Department Time Balances as of 6/29/2022

14 Notifications No Available Overtime Request History 1 Employee Request HOME

4 staffing shortages

Pending Employee Schedule Change Requests

Approve Selected

	<u>Details</u>	EMPLOYEE	DATE(S)	REASON	REQUEST TYPE
☐		Cesar Burnett	9/30/2019	Vacation	Day(s) Off

SUBMITTED
09/10/2019 0923

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2. Reports

Our scheduling software has vast reporting capabilities, including payroll files that can be imported into the City's payroll system. All reports can be customized and saved over existing reports or saved as new reports. We will provide additional, customizable reports as needed to meet your needs.

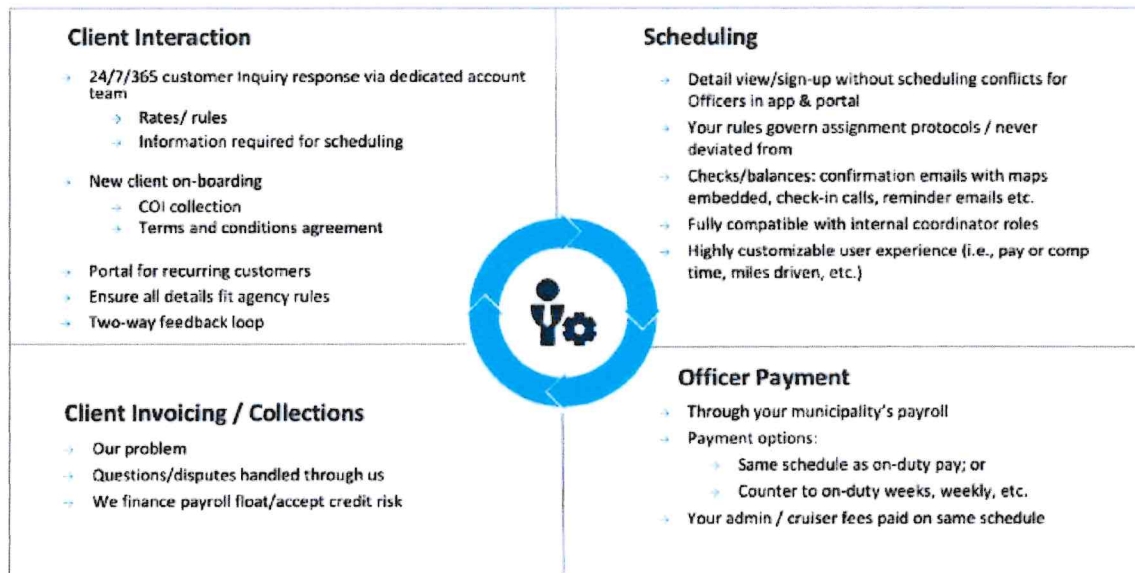
Timekeeping Comp Time Wizard Complete Payroll Detail Daily Overtime by Reasons Differentials Excess Leave Days Excess Time Off FLSA Overtime Hours Worked Summary Monthly Leave by Division Monthly Overtime by Shift Negative Balances as of Date Overtime Cost Summary Overtime Payroll Overtime Worked Recap Payroll Detail Payroll Exceptions Prior Period Adjustments Scheduled Time Off Selected Time Balances Significant Change in Hours Time Accumulation Time Bank Audit Time Bank Available Time Time Bank Balances Time Bank Balances as of Date Time Bank Statement Time Bank Totals Time Card Approvals Time Off Time Off Analysis Time Slips	Employees Employee Checklist Employee Contact Info Employee Events Employee List Overtime Call List Qualifications Locator Qualifications Requalifications Schedule Notes Seniority Sick Leave Attendance Attendance Attendance Flags Attendance Sheet Days of Week Early Intervention Sign In Sheet Time Card Rosters Standard Roster Vehicle Assignments Roster Format A Roster Format B Roster Format C Assignments Assignment History Position Schedule Weekly Assignments	Scheduling 4 Week Schedule Employee Actual Work Schedule Employee Calendar Employee Calendar Compact Employee Work Days Group Calendars Minimum Staffing Report Monthly Schedule Overtime Requests Roster Notes Schedule Change Requests Schedule Change Requests by Submission Date Schedule Variance Staffing Projection Time Off Restriction Overrides Weekly Lineup Working By Shift Miscellaneous Change Log Org Chart Shift Lock History Report Formats Screen Preview Printer Adobe Acrobat (PDF) Microsoft Excel HTML Image (TIFF) Text Rich Text (RTF)
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SECTION D: ADMINISTRATION OF OFF-DUTY PROGRAM

EDS can fulfill the needs and goals of the City and APPD to provide complete administration of all extra duty police details. Our services include receiving requests for service, scheduling work, payroll, invoicing, financing accounts payable and collecting payments. We do this in accordance with the City's policies and regulations, and with no substantial changes to the way off-duty details are distributed.

The City does not incur additional costs or fees associated with our services which include:

- Coordinating and scheduling officers to work assignments based on the City's protocols though our secure online platform and apps - and doing so without outsourcing customer interaction to third party call centers, without using "robocalls", without forcing customer's to use apps to request officers
- Electronically and securely sending the funds to the City to cover off-duty jobs on the cadence directed by the City
- Invoicing clients and collecting client payments
- Customized software and reports for both the City and its customers
- Data hosting through secure redundant servers and online platforms
- A dedicated account team proving customer service 24/7/365 via email, online interaction and telephone for customers, officers, command staff
- Providing general and specific insurance (protecting the City and officers)
- Ongoing training, support, and maintenance



EDS understands that no two law enforcement agencies are exactly the same. Upon contract award, one of the first things we do is learn your rules for off duty details. Your officers. Your rules. You manage the program; we administer it under your guidance. We customize our software applications, infrastructure, account team and communication flows to meet your specific needs. For example, we have many ways to award details:

- First-come-first-served. Whichever officer signs up for a detail first, gets the detail.
- By seniority: Details are offered to higher tenured officers initially, those that remain unfilled after a pre-determined amount of time are then available to less tenured group – and so on down the tenure line.
- By a static or dynamic rotation list.
- By a point system. Officers are assigned points based on policy. For example, an officer might be assessed one point for each off duty hour worked since January 1, one point per detail worked or one point for each off duty dollar earned this quarter.
- By a combination. e.g., security details being awarded by a point system, but ASAP traffic details are awarded first-come, first-served.

We can also build in safeguards to ensure police officers are not scheduled for off-duty employment that requires them to:

- Serve or sell alcoholic beverages
- Perform work as bouncers, doormen, or cashiers at nightclubs or bars
- Perform work for insurance agencies, collection agencies, private investigators, attorneys, bail bond agencies, or taxi companies
- Perform work with wreckers or service stations that contract services with the City of Asbury Park.
- Work or openly associate with convicted or known criminals.
- Perform off-duty work that would require them to work more that sixteen (16) hours within a twenty-four (24) hour period without the prior approval of the working officer's Administrative Commander.
- Work more than two jobs in a 24 hour period.

We provide you three customized software components to support scheduling work, engaging with customers, payroll, and invoicing: (1) the web-based customer portal; (2) the web-based officer portal; and (3) the officer mobile app, called *ResponderApp*. The software has the same functionality regardless of the device through which it is used, and can be accessed anywhere there is internet/wi-fi connectivity.

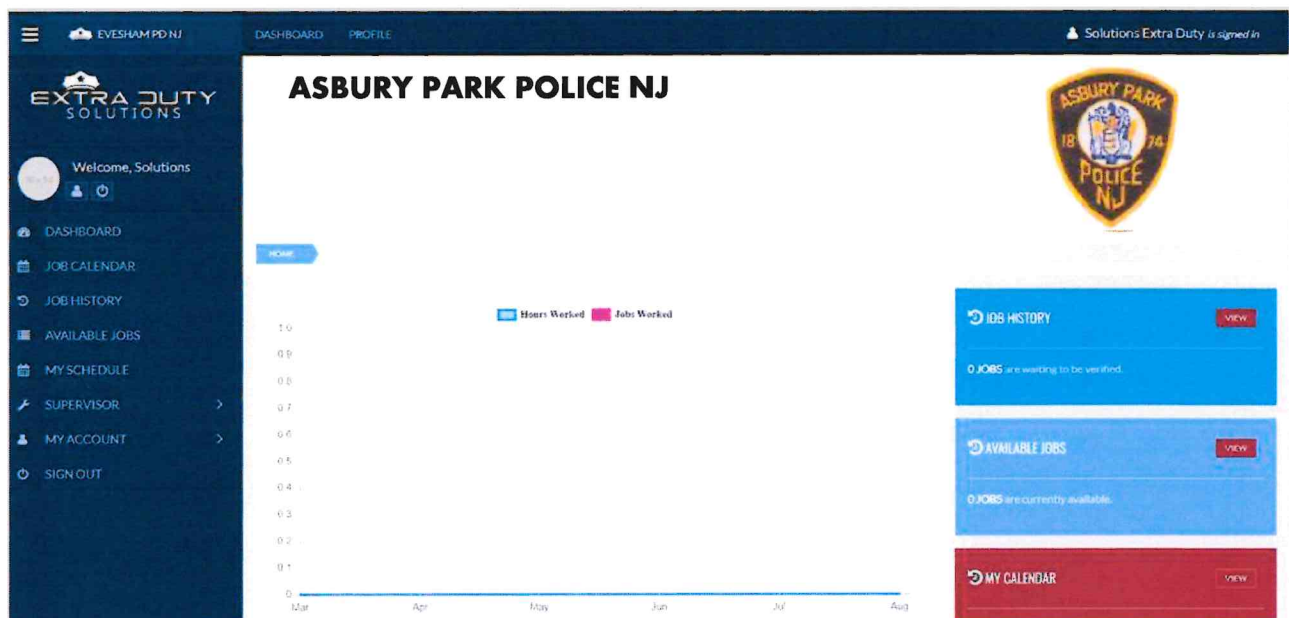
"Behind" these three user-facing components is very sophisticated, robust, cloud-based scheduling, document management, and communication software, which has been handling the on-duty and extra-duty scheduling needs of public safety agencies since 1999, including, for example, Nashville Police Department (550,000 extra duty detail hours worked per year).

1. The Officer Portal and App

Scheduling is done through the officer portal or app, twin software systems that can be used interchangeably. The portal can be accessed from any online device including laptops, Android phones, iPhones, iPads, etc. Our app can be downloaded at no cost. Officers can use the portal, the app or both at any time. Users are not required to have a smart phone to engage with our technology.

Through both platforms, officers can view, sign up for, and track their extra duty employment. Each officer receives access to our officer portal, a logon, and sets his/her own password. The officer portal and *Responder* app are highly customizable, and both provide as much or as little transparency as you require. Officers' current point totals, rotation list positions, etc. are either visible or hidden from an officer's view. We can create fields and pre-populate data to display information and options based on your rules and protocols.

This portal and app can also be used by approved outside jurisdictions offering officers to work off-duty assignments. We can release those jobs at a time you designate.

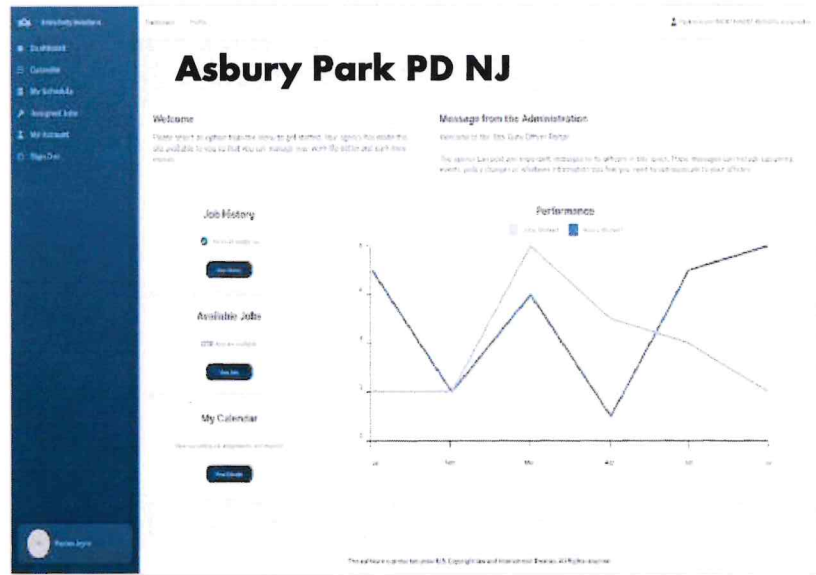


In addition to scheduling, officers can:

- **Customize their profiles** by specifying if they want to receive notifications (such as reminders for upcoming assignments) by email, text, push notification, or all three. They can also provide personal information for payment or scheduling purposes. Fields within each profile can be customized to meet your specific needs. Fields that should be defined by department management can be pre-populated by our APPD account team. Asbury Park PD may wish, for example, that the account team be responsible for verifying an officer's tenure, K9 certification, whether an officer is certified to work extra duty at a local hospital, and similar information. APPD can also prohibit suspended or unauthorized officers from accepting details.



- **Verify paid detail hours worked.** Officers can log on to their portals to punch in when they arrive at a paid detail. This can be done at the job-site via the portal or app, or any time after the end of a detail. If the officer is no longer able to attend, our representatives will make their best efforts to locate another officer to work the detail. Similarly, when a detail is over, an officer can “check/punch out” of the detail on his or her portal or app to verify its completion. If an officer states the start and/or end time of the detail was different from the scheduled time, he or she can explain the difference within the portal. For example, the officer can confirm that the customer requested an extra hour, and we can ensure the officer is paid for that time. An officer can also just verify hours after a detail has been completed, in the app or the portal. Officers do not need to have smartphones to engage with our technology.



- **Communicate available and unavailable times** that they can work secondary employment. An officer can “opt-in” or “opt-out” of specific times on individual days, or on a recurring basis. Details can then be assigned to officers based on their availability, and the guidelines established by each law enforcement agency.
- **Review their extra-duty calendars.** Officers can view all details worked, scheduled, and available via an easy-to-use calendar or list view. Officers can quickly review the last month, current month, next four weeks, year-to-date, or any date-range they define.

The screenshot shows the 'JOB CALENDAR' interface. It features a sidebar with navigation options like Welcome, Dashboard, Job Calendar, Job History, Available Jobs, My Schedule, Points, Coordinator, Supervisor, My Account, and Sign Out. The main area displays a calendar grid for June 2024. The grid shows dates from June 1st to June 30th. Each date cell contains information about assigned jobs, including job titles, locations, and times. For example, on June 1st, there are jobs for '2700 Asbury Park PD NJ, Asbury Park' and '2700 Asbury Park PD NJ, Asbury Park'. The interface also includes filters for 'Date', 'Location', 'Status', and 'Type', and an 'APPLY' button.



If required, now or in the future, we can also provide more than one scheduling methodology simultaneously. For example, a given month's recurring security details might be awarded on the 10th day of the prior month in a first-come-first-served basis, but road jobs requested on an ongoing basis may be awarded on an as-needed basis.

Regardless of the scheduling algorithm used, we can override it in the event of emergency or last-minute officer cancelations, if necessary. In such situations, we can use the "blast out" method of communication with either a first-come-first-served or short timeframe (15 or 30 minutes typically) open-period award process.

Some details may only be open to a sub-group of APPD officers. For example, special event organizers may request motorcycle officers for their function. Non-motorcycle officers may be awarded those details only if too few motor officers sign up to work the event. A detail requiring K9 certification would only be open to officers with that certification, and so on. Officer assignment region can be incorporated into the assignment process in highly customized ways. For example, a detail might be offered to officers in one region, but if no officer requests the detail, it can then be open to officers in a second region, and then a third, and so on.

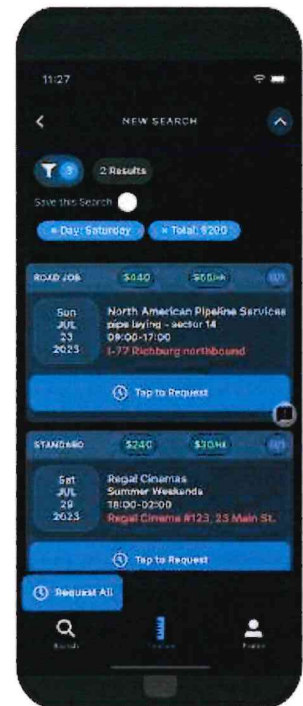
- **Confirm locations worked through geo-fencing.** If your agency requests, we can configure our mobile app to track the location of the officer while the officer is working off-duty through their mobile device. This data can be provided to the agency through routine, scheduled reporting. Please note that location tracking can be controlled by the user of a mobile device. If agency policy permits officers to disable location tracking or if the officer disables location tracking in violation of policy, our app will not be able to access or report on the officer's location.

2. Screenshots of User Interface

The officer portal and *Responder* app remain highly customizable. We can create fields and pre-populate data to display information and options based on APPD's rules and protocols. Based on feedback from our clients, we have improved the functionality and appearance of our off-duty app and website. Both remain highly customizable, and both provide as much or as little transparency as you require. Officers' current point totals, rotation list positions, etc. are either visible or hidden from an officer's view.

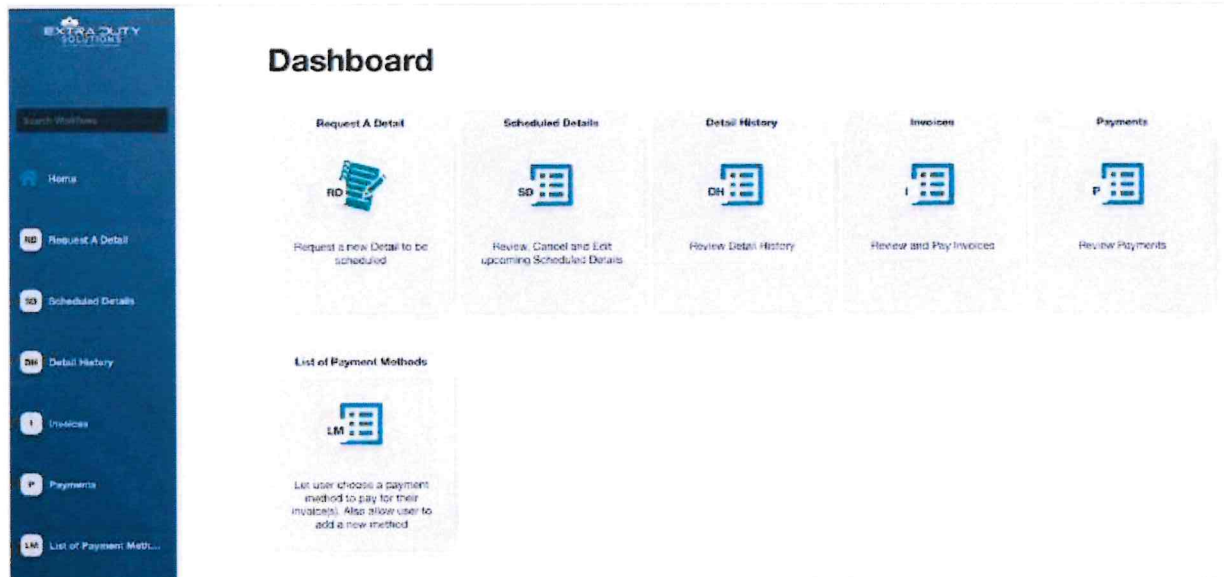
Officers can also customize the way they view information on their devices.

More screenshots of the *Responder* app and portal are in Appendix F.



3. The Customer Portal

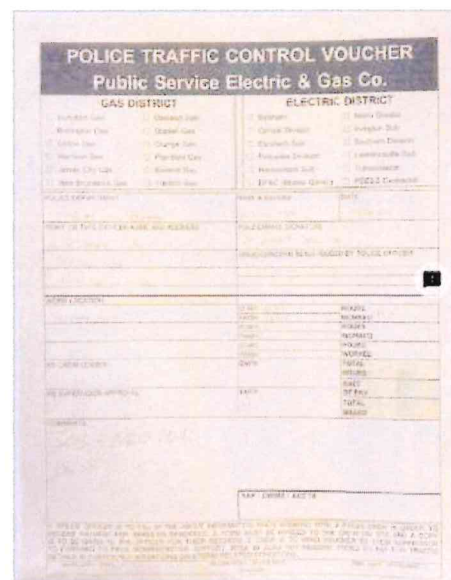
Recurring City customers seeking off-duty officers can directly access our software online. This enables them to easily request new extra-duty details, modify or cancel existing details, communicate with our staff, and view their service history including, but not limited to: their invoices, payments, which officers filled their past details, and which officers are scheduled to work up-coming details. This convenient tool reduces the need for calls, although our staff accepts calls 24/7/365.



Utility foreman can use this portal to find out which officers are assigned to jobs. They can also view and/or upload vouchers.

Many recurring customers from the City will form first-name-basis relationships with account managers and feel comfortable submitting requests by email. Often utility firms and contractors have complex and changing needs and require the 24/7/365 account team structure phone support we provide. Before any new customer can request service solely through the portal, your APPD dedicated account team will speak with them on the phone to ensure the request is consistent with department rules.

Our software includes a built-in document management system. This allows customers to visit a custom page for each public agency where they can view that agency's required documents, and agree to specific terms. Such documents might include extra-duty service agreements detailing rates and department policies, or terms and conditions. Customers can also upload key documents such as certificates of insurance and vouchers. All documents can then be transferred to agencies in batches



or on a rolling basis as they are submitted by customers. Individuals within APPD can also be included in the on-line review process for some or all customers in the event APPD wants to review and approve some or all new customer requests.

Screenshots of the customer portal are in Appendix F.

4. Interacting with City Customers

Our goal is to make it easy for your customers to use EDS's extra duty program. Before going live, we send letters to active City customers explaining the process for hiring officers and how to contact us for any questions or concerns. In addition to our company contact information, we create a unique phone number and email address specific to the APPD account so prospective customers could easily reach us.

Before any new customer can request service solely through the portal, your account team will speak with them on the phone to ensure the request is consistent with APPD rules.

Customers who use our system to request officers for extra duty find it easy and responsive. If they wish, they can submit the request for an officer when it is convenient for them, and are no longer dependent on coordinating extra duty support during the law enforcement agency's business hours. Even with the ease of our online customer portal, most customers (85%) prefer to engage with the account team by phone. Often, recurring customers get to know the account team and have weekly or monthly calls with them to ensure their extra duty needs are being handled smoothly. On average, in the Northeast where most off-duty work is traffic control, 15% of customers use the portal exclusively, while the other 85% prefer to call the account team for help with their needs. Often utility firms and contractors have complex and changing needs and require the 24/7/365 account team structure phone support we provide.

5. Payment Processing

We can run reports with the data you need, in the format you want, in the frequency you choose.

We understand that the City will provide us with a list of officers approved for off-duty employment and the guidelines for this program.

We further understand that outside jurisdictions wishing to provide backfill for off-duty details that cannot be filled by APPD must be approved by the City and Police Chief. That information will be gathered during on-boarding.

6. Billing

Many of our municipal clients charge different rates for different categories of work. We can easily bill your customers and account for officer pay for traffic control details, security details, city-paid details, and grant work. The categories of work can be included as fields in reports.

City customers can be billed in one hour increments.



We typically invoice all publicly-traded companies and the City long-term customers via mail or within the customer portal. They pay us directly. EDS finances the float and accepts the credit risk, thus eliminating the program's financial risk for the City. In the past 12 months approximately 92% of the extra-duty work that we administered was invoiced. We also have options to have all customers pre-pay or only to require credit unworthy, non- recurring customers to pre-pay. Such customers can pay via an escrow account, overnight check, credit card, wire transfer, e-check, or even Walmart electronic transfers.

We have a very structured process to handle collections and evaluate credit worthiness. Delinquent customers will receive emails and calls from our account or finance teams (depending on the customer relationship) to become current. If they are still delinquent, we may require pre-payment on future detail requests from that customer. If a customer is delinquent and there are no future detail requests, we can send a legal demand letter or send the customer's information to our collections firm for action. We have served more than 9,000 agency customers and have had to send only nine demand letters and initiate legal action twice.

We often preclude delinquencies by having non-recurring customers pre-pay or place a credit card on file with us, so that we can charge the card if they do not pay their invoice.

We will inform the City of any customer or individual we deem non-credit-worthy.

SECTION E: CUSTOMER SERVICE TO APPD

In addition to a project management team, APPD has its own dedicated account team. The City's account team coordinates all aspects of off-duty scheduling among the officers, agency, and your customers. Account representatives also



resolve user-level technical issues, such as computer log-in problems and data entry errors. Your account manager troubleshoots complex technical problems with our software and maintenance team, and calls you back when they resolve the issue. That means, you are not on hold for tech support, or waiting on the phone while our technicians fix the problem. Your account team is available 24/7/365 through a phone number created for and dedicated to your agency. We do

not use a call center approach. Your dedicated account team (consisting of one primary and several secondary coordinators) handles all your calls and emails.

KEY POINT: All officer and customer calls are answered by our W2 employees. We do not outsource officer or customer engagement at any time. We also do not force or strongly encourage customers to use their portals if they prefer to engage with their account management team by phone. We very much prioritize customer service over cost reduction.

At night and on weekends, this same number is answered by our internal night/weekend coordinator teams working in one of our operations centers. If there were an event that affected any of our operations centers, calls are transferred to other centers within three (3) seconds. We never outsource call handling to external call centers or other third parties. Moreover, APPD's account team will be split across two of our operations centers, so that a hurricane or other disaster in one location does not affect our ability to respond to calls.

Our call routing software is the same software used by Apple computer support. Our incoming calls are immediately routed to the correct account teams. We answer ninety-four percent (94%) of our incoming calls by the end of the third ring and routinely answer 1,025 incoming calls on an average weekday.

In addition, Jivasoft provides unlimited support 24/7/365 via email and/or telephone to designated administrators at each agency. Individual supervisors and officers are encouraged to seek assistance internally from designated personnel at each agency, as, more often than not, their questions would be related to agency policies and procedures, rather than technical issues with the software. However, our Texas-based technology team will gladly provide support to

officers if they contact us.

If a technical issue is affecting your on-duty scheduling system, our technology staff will immediately troubleshoot, remediate and resolve the issue. We have a strong track record and excellent reputation for ensuring that its software, network and Cloud platform are robust and reliable. We are committed to ensuring smooth operation and continuous availability of its services.

We are committed to applying rigorous quality assurance procedures in all critical aspects of our service delivery operations and infrastructure.

See Appendix G for our Quality Assurance Plan.

SECTION F: IMPLEMENTATION AND TRAINING

1. On-Duty Scheduling Software

Implementation is usually within 30-60 days. Upon contract award, our team will immediately set up the technical environment to support implementation. Once the technical environment is in place, we will begin the configuration and customization process. Our team will coordinate with key personnel at your agency to finalize the configuration and customization of various software options.

Implementing On Duty Scheduling requires:

- Multiple online set up sessions with department's project team and scheduling administrators
- Building the organizational structure within the software to conform with the agency's hierarchy, ranks, and types of employees (e.g. salaried, sworn, civilian)
- Importing employee data from their current records (officer name, salary, current leave balances, section details, certifications, etc.)
- Creating detailed schedules and rotational groups and applying them to employee records
- Setup of the agency's Time Off and Overtime reasons along with the existing leave time banks for balance tracking and time accruals
- Customizing minimum staffing rules built around the agency's staffing needs, to include notifications to supervisors when staffing falls below minimum multiple days in advance
- Building payroll processing and exporting files
- Training selected departmental members on the functionality of administration

We coordinate with your team to get the officer data you want loaded into the software. This way, you start with complete and accurate information about your officers.

Once all data loads are complete, we test the software in "sandbox mode" by training administrators how to use the program.

When this trial period is over, we will replace the sandbox database with a clean production database. Administrators can then begin to schedule officers in anticipation of going live. Once live, your designated personnel can do the administrative and daily tasks to have an accurate scheduling system.

Training

We have found that users require minimal training to use On Duty given its intuitive format.. However, not all users have the same level of technical skills, and some will need more support. Our team will prepare a "Quick Start Guide" document for supervisors and officers to get them



started with the web portal. In addition, we will prepare a short video showing supervisors how to access and operate the web portal and the mobile app. We will also create a custom video that reflects your agency's specific policies and procedures.

A senior member of our technical or customer support team will train your administrators through a combination of presentations and hands-on assistance. During the training, administrators will exercise all of the scheduling, reporting, and time-keeping features of the On Duty software.

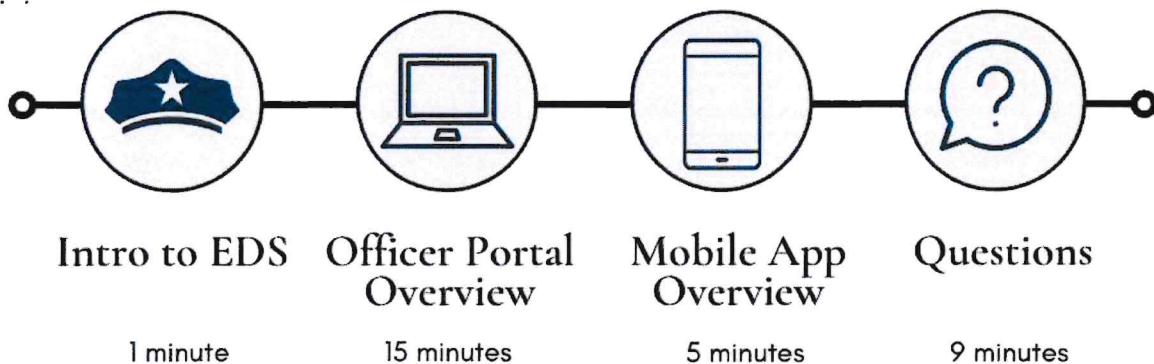
Should you decide to conduct training classes, our team will work with your administrators and/or training personnel to prepare materials and a training agenda. Jivasoft support personnel will be available remotely during the training in case questions arise that cannot be answered by your staff.

We provide unlimited remote assistance for supervisor and employee training

2. Off-Duty Program Administration

After you are satisfied with the off-duty software program, we will train your officers how to use it. Training for your officers is at no cost to your municipality. We offer training through an officer training document, a video tutorial on the use of *ResponderApp*, as well as live group training.

- **Live Group Training:** We can schedule training based on your agency's scheduling needs. We can conduct it during roll call, in larger group settings, any time of the day or night. In person training takes approximately 30 mins per session.



- **Documentation:** Our team will create a custom document for your off duty program with step-by-step instructions on how the system works. It will outline how officers log in to the system for the first time, request jobs, view future jobs, check in and out of jobs, and all other functions you request. The document will also provide an overview of your agency's assignment process.

- **Video:** We will provide a [video tutorial](#) (click to view) for your agency that provides an overview of how your off duty program will work and a step-by-step guide on how to use the system. The video is a good resource for officers who cannot attend in-person training, and in-service training or for future new hires.



SECTION G: BOOKS AND RECORD

To ensure we can provide you the records and books you require, all of APPD's data is securely stored within the United States, specifically in the Dallas / Fort Worth data center of Rackspace. Rackspace is a world leader in Infrastructure as a Software as a Service (SaaS) host. Jivasoft uses a combination of servers to provide its services. We protect that Infrastructure by adhering to industry best practices, using state-of-the-art technology, and relying on proven, reliable partners.

We have a sophisticated data backup approach that ensures both high availability and recoverability under virtually any disaster scenario. Data is stored in highly reliable Microsoft SQL Server Databases. Databases are backed up fully each day with incremental backups occurring throughout the day. Database backups are archived daily to remote cloud storage devices to provide additional security against device failures, ransomware and other malware. Servers are imaged weekly to allow quick recovery in the case of a hardware failure or other catastrophic failure.

To protect credit card data, a Qualified Security Assessor Company (QSA-C) provides a PCI compliance program for our Merchant Services Account. We also carry data breach and privacy insurance along with third party and employee theft insurance.

The City may examine any books, data, and records associated with its account at any time. EDS will maintain all files associated with this contract for a minimum of five years, and destroy or return records that contain personal information.

This service is at no cost to the City.

1. Indicate your experience in providing administrative services, including customer service, scheduling, billing, collections, payroll, and administrative services management.

Please see Section B3.

2. Provide samples of the reports that will be provided to the City of Asbury Park and a description of the hardware and software that will be used for this engagement.

Please see Section B5 and Appendix B.

3. Identify the key individuals, their role, and experience of who would be assigned to the City of Asbury Park. Describe their roles in detail and provide a brief description of their professional experience in administration services management.

Please see Section B5.

4. Please provide any additional information that you believe will assist the City of Asbury Park in moving forward with the outside administration of off-duty employment.

Please see Section B7.

5. Provide the standard fees and cost structure for these services.

Please see Section B8.



SECTION H: INSURANCE

APPD officers are covered through our comprehensive insurance program while working off-duty employment. Our insurance is primary to your agency's insurance and further protects the agency with a waiver of subrogation. The agency, and its employees, will be named as an additional insured. Our insurance includes a \$21M annual limit on general and specific liability insurance covering the actions of the officers.

The limits and riders outlined here are part of our standard contract. We do not change the terms or conditions, or apply lower insurance limits upon contract award with your agency. However, if your risk management team requires higher limits or additional riders, we can usually fulfill such requests in a matter of days.

Our insurance is reviewed annually by Cross Insurance's high-risk group. Other entities in the Cross high-risk group include the New England Patriots, the Boston Bruins, the Boston Red Sox and numerous national construction firms and municipalities. The high-risk team advises us on appropriate riders and limits.

HG has more information about our comprehensive insurance.

Coverage	Total Limit	Per Incident Limit
Professional Liability/ Technology E&O	\$3M	\$3M
General Liability	\$2M	\$1M
Excess Liability	\$10M	\$10M
Auto	\$1M	\$1M
Personal Injury	\$1M	\$2M
Management Liability	\$1M	\$1M
Property	\$152K	
Network & Security Liability		
Third Party Liability Coverage	\$3M	\$3M
Regulatory Defense & Penalties	\$3M	\$3M
Business Interruption Coverage	\$3M	\$3M
Cyber Extortion	\$3M	\$3M
Breach Response	\$3M	\$3M
Liability	\$3M	\$3M
Crime		
Employee Theft	\$1M	\$1M
Third Parties Property	\$1M	\$1M
ERISA	\$1M	\$1M
Forgery	\$1M	\$1M
Inside & Outside Losses	\$1M	\$1M
Tech Fraud	\$1M	\$1M
Workers Compensation - All States		
Workers Compensation	Statutory	
Employers Liability- By Accident	\$1M	\$1M
Employers Liability - By Disease	\$1M	Policy limit
Employers Liability - By Disease	\$1M	Each employee

SECTION I: MAINTENANCE AND SUPPORT

We have adopted a continuous upgrade approach to maintaining our software. This approach results in more frequent but less disruptive updates that are usually unnoticed by users and do not require system downtime. The way updates occur vary based on which technology is being updated. The mobile app is updated through “over the air” updates that are transparent to the user. Web portal updates are performed during low volume times and do not require downtime.

Support for our software is available 24/7/365 by contacting our agency support team using the local telephone number provided to your agency. Our support team will attempt to resolve issues immediately. Critical issues, such as unplanned system outages will be escalated immediately to a member of our technical staff who is on call. Non-critical issues reported out of normal hours will either be resolved by the customer support team or routed to our technical staff for follow-up during normal hours.

EDS makes the following warranties for the duration of its contracts:

- EDS warrants that its software and IT infrastructure meet all legal requirements and accepted industry standards with respect to:
 - Reliability
 - Data Security
 - Recoverability
 - Availability
 - Auditability
- EDS warrants that it will continue to exercise due diligence in the hiring and supervision of employees, as follows:
 - All employees undergo a background check
 - All employees are supervised, reviewed and held accountable for the quality of their work
 - Employees who perform below expectations are terminated
 - Customer service is performed exclusively by EDS W-2 employees
 - Customer service is not outsourced or subcontracted ever
 - To the extent that certain internal business functions are performed by subcontractors, such as provisioning and administering IT infrastructure, EDS warrants that such subcontractors will be rigorously screened and held to account
- EDS warrants that it makes commercially reasonable efforts to ensure that the software does not contain viruses or other malware.
- EDS warrants that its software and IT infrastructure are stable, reliable, and functionally sufficient to provide the proposed services without defects or disruption. If defects in the software or IT infrastructure are identified and reported to EDS, EDS will make diligent efforts to remedy the defects as quickly as is reasonably possible. EDS will keep

you informed of progress of these efforts and will meet with agency staff as much as needed to keep the agency informed about the impact of the defect and the timeline for it being remedied.

Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)

SECTION J: CITY FORMS

CITY OF ASBURY PARK

REFERENCE FORM FOR ON-DUTY AND OFF-DUTY POLICE DETAIL ADMINISTRATION

Firm Name: (Please Print):

The consultant shall list references with needs similar to the City of Asbury Park for whom the vendor has provided comparable services. Please include name, address, telephone number, and year(s) of service(s) provided, contact person, and type of work your performed for that entity.

1. Company Name/Municipality: Monmouth County Sheriff's Office
Address: 2500 Kozloski Rd. Freehold, NJ 07728
Contact Person: Sgt. Robert Derasmo
Phone: 732-431-6400 ext. 1169
Type of Work: Full administration of off-duty program
Date(s) of Service: March 2023 to present

2. Company Name/Municipality: Ocean Township Police Department
Address: 399 Monmouth Rd., Oakhurst, NJ 07755
Contact Person: Capt. Patrick Martin
Phone: 732-531-1800 ext. 2211
Type of Work: Full administration of off-duty program
Date(s) of Service: January 2022 to present

3. Company Name/Municipality: East Brunswick Police Department
Address: 1 Civic Center Dr., East Brunswick, NJ
Contact Person: Lt. Wade Gordon
Phone: 732-390-6969
Type of Work: On-duty scheduling software, and full administration of off-duty program
Date(s) of Service: January 2022 to present

Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)



NON-COLLUSION AFFIDAVIT

STATE OF ^{Connecticut} ~~NEW JERSEY~~)

SS:

COUNTY OF ^{Fairfield} ~~Essex~~)

I, Rich Milliman, of the City of Shelton, in the State of ^{Connecticut} ~~New Jersey~~, being of full age and duly sworn according to law, on my oath state as follows:

Hart Halsey, LLC d/b/a

I am a principal of the firm of Extra Duty Solutions, the vendor submitting the Proposal for the operation of an Electronic Beach Badge System in the City of Asbury Park, and I have executed the Proposal with full authority to do so. Further, the vendor has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action(s) in restraint of free, competitive bidding in connection with the above-named project. All statements contained in the Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the City of Asbury Park rely upon the truth of the statements contained in the affidavit and in said Proposal in awarding the contract for said project.

Rich Milliman
Name of Firm or Individual
(Print Name)

CEO
Title

[Signature]
Signature

October 10, 2024
Date

Subscribed and sworn before me on this 9th
day of OCTOBER, 2024.

[Signature]
Notary Public of

My commission expires DECEMBER 9, 2026.



STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business: Hart Halsey, LLC d/b/a Extra Duty Solutions

- ☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned. •
OR
☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- | | | |
|---|---|--|
| ☐ Partnership | ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Limited Partnership | ☒ Limited Liability Corporation | ☐ Limited Liability Partnership |
| ☐ Subchapter S Corporation | ☐ Non-Profit | |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Rich Milliman

Home Address: 100 Parrott Dr. Apt. 604
Shelton, CT 06484

Name: Mike Wilson

Home Address: 115 American Flag
Schertz, TX 78108

Name: _____

Home Address: _____

Name: Dan Ryan

Home Address: 13519 Bluffton Park
San Antonio, TX 78231

Name: _____

Home Address: _____

Name: _____

Home Address: _____

Subscribed and sworn before me this 9th day of
October, 2024.

(Notary Public) [Signature]

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

ANDREW L COTA III
NOTARY PUBLIC
State of Connecticut
My Commission Expires
December 9, 2026



Prepared for the City of Asbury Park, NJ
October 10, 2024

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Packet Pg. 246

Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE OF NEW JERSEY)

SS:

COUNTY OF _____)

I, Rich Milliman, of the _____ of _____ in the County of Fairfield and the State of CT, of full age, being duly sworn according to law on my oath depose and say that:

I am CEO, an officer of the firm of Hart Halsey, LLC d/b/a Extra Duty Solutions, vendor making the Proposal for the above-named Project, and I hereby certify that I have executed the said Proposal with full authority to do so; that said vendor at the time of making this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended or Disqualified Bidders; and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with the full knowledge that the City of Asbury Park relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the contract for said Project.

The undersigned further warrants that should the name of the firm making this Proposal appear on the State Treasurer's List of Debarred, Suspended or Disqualified Bidders at any time prior to, and/or during the life of the contract, including the Guarantee period, the City of Asbury Park shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as vendor is subject to disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if the consultant, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed herein, and as determined according to applicable laws and regulations.

Hart Halsey, LLC d/b/a Extra Duty Solutions 6 Corporate Drive, Suite 830 Shelton, CT 06484
Name and Address of Vendor

Rich Milliman CEO
Name and Title of Affiant

Subscribed and sworn before me on
this 17th day of October, 2024

[Signature]
Notary Public of

My commission expires DECEMBER 9, 2026.

ANDREW L COTA III
NOTARY PUBLIC
State of Connecticut
My Commission Expires
December 9, 2026



*Prepared for the City of Asbury Park, NJ
October 10, 2024*

City of Asbury Park

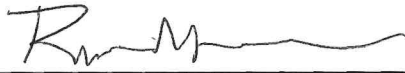
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
1	October 9, 2024	RM
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received: ☐

Acknowledged for: Hart Halsey, LLC d/b/a Extra Duty Solutions
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name of above: Rich Milliman
(Print or Type)

Title: CEO

Date: October 10, 2024



Disclosure of Investment Activities in Iran

Bidder Name: Hart Halsey, LLC d/b/a Extra Duty Solutions

Part 1: Certification

BIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal nonresponsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

CHECK THE APPROPRIATE BOX:

☒

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN. You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the <name of contracting unit> is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the <reference to contracting unit> to notify the <reference to contracting unit> in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the <name of contracting unit> and that the <reference to contracting unit> at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Rich Milliman

Title: CEO

Signature: [Signature]

Date: October 10, 2024

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN
RUSSIA OR BELARUS**

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

(Check the Appropriate Box)

☒

- A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#) on account of activity related to Russia and/or Belarus.

OR

☐

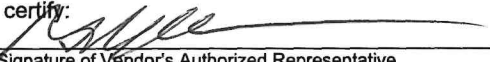
- B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#) on account of activity related to Russia and/or Belarus.

OR

☐

- C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

	October 10, 2024
Signature of Vendor's Authorized Representative	Date
Rich Milliman CEO	47-3058816
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Hart Halsey, LLC d/b/a Extra Duty Solutions	203-202-3991
Vendor's Name	Vendor's Phone Number
6 Corporate Drive, Suite 830	203-306-3140
Vendor's Address (Street Address)	Vendor's Fax Number
Shelton, CT 06484	rmilliman@extradutysolutions.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c) of the International Financial Institutions Act 22 U.S.C. 262r(3); or (3) Any parent, successor, subunit, direct or indirect ownership or control with, any entity described in paragraph (1) or (2).



Hart Halsey, LLC d/b/a Extra Duty Solutions

CERTIFICATION OF ETHICS COMPLAINT DISCLOSURE FORM

I hereby certify that there have been no prior or pending ethics complaints against myself and/or any member of Hart Halsey, LLC d/b/a Extra Duty Solutions (name of firm/company).

If any prior or pending ethics complaints exist, please cite below:

1. n/a
2. _____
3. _____

I hereby certify that the foregoing statements made by me are true.

Signature:  Date: October 10, 2024

Name: Rich Milliman
Title: CEO
Name of Firm: Hart Halsey, LLC d/b/a Extra Duty Solutions
Address: 6 Corporate Drive, Suite 830
Address: Shelton, CT 06484



MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) and N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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



The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Signed:  _____

Print Name: Rich Milliman

Name & Address Hart Halsey, LLC d/b/a Extra Duty Solutions

6 Corporate Drive, Suite 830

Shelton, CT 06484

Dated: October 10, 2024

Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)



**REQUIRED EVIDENCE AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the Vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Hart Halsey, LLC

COMPANY: d/b/a Extra Duty Solutions

SIGNATURE: 

PRINT NAME: Rich Milliman

TITLE: CEO

DATE: October 10, 2024



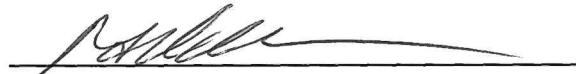
**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The Contractor and the City of Asbury Park (hereinafter the "City") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the City pursuant to this contract, the Contractor agrees that the performance shall be in strict compliance with the Act. In the event that the consultant, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall defend the City in any action or administrative proceeding commenced pursuant to the Act. The Contractor shall indemnify, protect and save harmless the City, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the City's grievance procedure, the Contractor agrees to abide by any decision of the City which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the City, or if the City incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

The City shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the City or any of its agents, servants and employees, the City shall expeditiously forward or have forwarded to the City every demand, complaint, notice, summons, pleading or other process received by the City or its representatives.

It is expressly agreed and understood that any approval by the City of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the City pursuant to this paragraph.

It is further agreed and understood that the Contractor assumes no obligation to indemnify or save harmless the consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the consultant's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Contractor from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



Signature

October 10, 2024

Date



**NEW JERSEY ANTI-DISCRIMINATION PROVISIONS
N.J.S.A. 10:2-1 ET SEQ.**

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.


Signature

Date October 10, 2024



INSURANCE AND INDEMNIFICATION REQUIREMENTS AND ACKNOWLEDGEMENT

Any party performing work for or on behalf of the City of Asbury Park shall keep in force the following types of insurance underwritten by a company licensed to do business in the State of New Jersey and acceptable to the City of Asbury Park. All insurance required herein shall be maintained in full force and effect during the term of the Agreement with the municipality and shall constitute primary coverage over all applicable insurance. The City of Asbury Park reserves the right to accept, amend or modify any of the conditions listed. The City of Asbury Park must be notified within three (3) days of an offense, which may result in a claim. Insurance coverage having policy limits in the amounts required by the municipality shall not be construed to relieve the party performing work or its subcontractors from liability in excess of such coverage, nor shall it preclude the municipality from taking such other actions as are available to it under the provisions of any written agreement or otherwise in accordance with then applicable law.

CERTIFICATE OF INSURANCE

The following information shall be contained in a Certificate of Insurance furnished to the City of Asbury Park prior to the commencement of any work. The Certificate shall contain a clause stating that the City of Asbury Park is included on Commercial General Liability and Umbrella Liability as an Additional Insured. The Certificate shall state that all insurance policies are primary and non-contributory and a Waiver of Subrogation (except Worker Compensation) shall apply to all policies. See Worker Compensation section for special requirements.

INDEMNIFICATION AGREEMENT

The Contractor hereby agrees to indemnify and hold the City of Asbury Park, its Officers, Agents, Appointed or Elected Officials, Board Members and Directors, Employees, Volunteers and Insurers, including but not limited to the NJIIF (collectively referred to herein as the "Indemnities") harmless from any and all claims or liabilities, including attorney fees and defense costs, arising out of the activities of the Contractor, its sub-contractors, employees and agents in connection with all activities undertaken by the Contractor, pursuant to this Agreement (the "Indemnification"). The Indemnification shall include all losses and injuries of any kind including but not limited to those losses not covered by insurance and any insurance deductibles and any self-insured retentions. It is the intention of the Parties that any claim for relief of any type being asserted against any or all of the Indemnities, based upon any act of negligence of the Contractor, its affiliates and successors, shall be the responsibility of the Contractor, and the Contractor shall hold the City of Asbury Park and all of the Indemnities harmless from same. The City shall provide the Contractor with prompt, written notice of any claim covered by this indemnification and hold harmless provision; provided that any failure of the City to provide any such notice, or to provide it promptly, shall not relieve the Contractor from its indemnification and hold harmless obligation in respect of such claim, except to the extent the Contractor can establish actual prejudice and direct damages as a result thereof. The City shall cooperate with the Contractor in connection with the Contractor defense of such claim. The Contractor shall defend the City, at the City's request,



against any claim with counsel of the City's choosing that is reasonably satisfactory to the Contractor.

COMMERCIAL GENERAL LIABILITY

Minimum policy limits- \$1,000,000.00 Combined Single limit on the **Occurrence Form**
Policy shall be written on the comprehensive form including products/completed operations and protect against claims for all damages arising from bodily injury, property damage, personal injury and advertising injury including death.

PROFESSIONAL LIABILITY

Minimum policy limits- \$1,000,000.00 per Occurrence or Claims Made Form

Coverage designed to protect professionals against liability incurred, as a result of errors and omissions in performing professional services shall be provided. A professional act or service arises out of a vocation, calling, occupation or employment involving specialized knowledge, which is not physical or manual.

AUTOMOBILE LIABILITY

Minimum policy limits- \$1,000,000.00 per Accident Combined Single Limit

Comprehensive Automobile Liability insurance covering the use of all owned, non-owned, hired or leased automobiles for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than \$1,000,000. The City of Asbury Park must be included as Additional Insured.

UMBRELLA / EXCESS LIABILITY

Minimum policy limit s - \$5,000,000.00 per Occurrence

Coverage to apply in excess of Commercial General Liability, Professional Liability, Automobile Liability and Employers Liability. No such Umbrella Insurance policy be more restrictive than the coverage provided for under the above-described primary policies. The City of Asbury Park must be included as Additional Insured.

WORKER COMPENSATION / EMPLOYERS LIABILITY

Minimum Policy Limits – Worker Compensation – Statutory
Employers Liability - \$1,000,000.00 each accident
\$1,000,000.00 each employee
\$1,000,000.00 policy limit



Worker Compensation to comply with NJ Statutes and all states where work is to be performed. Coverage for USLHW Act and Jones Act if applicable. If any party operates as a Sole Proprietor, Partnership, Limited Liability Partnership (L.L.P.) or Limited Liability Company (L.L.C.) the Certificate of Insurance shall state when applicable that the self-employed persons, partners, partners of the L.L.P. or members of the L.L.C. have elected to be deemed employees of the business and therefore covered under the policy.

POLLUTION / ENVIRONMENTAL LIABILITY

Pollution / Environmental Liability only required if conducting actual work outside of preparing plans

PROPERTY

Contractors are required to insure their own property at the jobsite in a form of coverage deemed appropriate. Coverage may include Business Property, Property in Transit, Temporary Structures, Property at jobsites (installation floater) or Property being constructed (builders' risk).

SUBCONTRACTORS

Any and all subcontractors retained must fully comply with the same insurance requirements as mentioned above.

*Consultant/Firm shall not commence operations until City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgment of Insurance and Indemnification Requirements:


Signature

Date October 10, 2024

**ELECTION CONTRIBUTIONS DISCLOSURE
NOTIFICATION ACKNOWLEDGEMENT**

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to **N.J.S.A. 19:44A-20.27**, if they receive contracts in excess of \$50,000.00 from public entities, in a calendar year. Business entities are responsible for determining if filing is necessary.

Additional information on this requirement is available from ELEC at 1-888-313-3532 or at www.elec.state.nj.us.



Signature

Date October 10, 2024



Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.																																													
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i>, below.																																															
Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Hart Halsey LLC 2 Business name/disregarded entity name, if different from above. Extra Duty Solutions 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐ 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any): _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any): _____ (Applies to accounts maintained outside the United States.) 5 Address (number, street, and apt. or suite no.). See instructions. 6 Corporate Drive Suite 830 6 City, state, and ZIP code Shelton, CT 06484 7 List account number(s) here (optional)																																														
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">or</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 10%;">4</td><td style="width: 10%;">7</td><td style="width: 10%;">-</td><td style="width: 10%;">3</td><td style="width: 10%;">0</td><td style="width: 10%;">5</td><td style="width: 10%;">8</td><td style="width: 10%;">8</td><td style="width: 10%;">1 6</td> </tr> </table>			Social security number																		or									Employer identification number									4	7	-	3	0	5	8	8	1 6
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Part II Certification Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Sign Here</td> <td style="width: 40%;">Signature of U.S. person </td> <td style="width: 40%;">Date 4-30-24</td> </tr> </table>			Sign Here	Signature of U.S. person	Date 4-30-24																																										
Sign Here	Signature of U.S. person	Date 4-30-24																																													
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. What's New Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification. New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065). Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they																																															

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)



**Prepared for the City of Asbury Park, NJ
October 10, 2024**

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Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)

6/8/22, 11:14 AM

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	HART HALSEY LLC
Trade Name:	
Address:	4000 RT 66 SUITE 123A TINTON FALLS, NJ 07753
Certificate Number:	2030229
Effective Date:	March 29, 2016
Date of Issuance:	June 08, 2022
For Office Use Only: 20220608111345141	

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin

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*Prepared for the City of Asbury Park, NJ
October 10, 2024*

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Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)

Certification **57071**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Feb-2024** to **15-Feb-2027**

HART HALSEY LLC, DBA EXTRA DUTY SC
1 WATerview DRIVE SUITE 101
SHELTON CT 06484




ELIZABETH MAHER MUOIO
State Treasurer



*Prepared for the City of Asbury Park, NJ
October 10, 2024*

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Packet Pg. 263

Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)

APPENDIX A: DISASTER RECOVERY PLAN



Disaster Recovery & Incident Response Plan

Revision Date: 11/29/2023



*Prepared for the City of Asbury Park, NJ
October 10, 2024*

Page A-1

Packet Pg. 264

Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)

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Overview

The technology and account management teams at Extra Duty Solutions (EDS) provide software, SaaS (Software as a Service) products and customer service directly to public safety agencies, their employees, and their customers. These end users rely on the reliability, availability, and continuity of EDS's services for their day to day operations. It is critical to the financial and operational success of Extra Duty Solutions and the welfare of its customers that the company is prepared to recover from any disaster quickly, smoothly, and transparently.

Disasters can occur with very little or no warning. EDS must anticipate the types of disasters, be they natural or man-made, that could befall the company or its infrastructure to ensure that it can rapidly recover and ensure continuity of its services to its stakeholders.

This plan specifically addresses the prospect of disasters that result in the destruction or loss of access to computers, computer networks, communications services and physical facilities that are vital to the continuity of Extra Duty Solutions as a business enterprise or the continuity, availability and reliability of SaaS services provided by EDS to its customers.

This document will present various types of potential disaster scenarios, assess what impact those disasters could have on the operation of the company and its services, identify policies and procedures currently in place to mitigate the impact of each disaster and the steps necessary to recover and restore continuity of the company and its services.

Loss of Internet Connectivity or Electrical Power at EDS Operations Centers

Event Description

It is possible that EDS could lose electrical power or Internet connectivity at any of its offices.

Potential Impact

EDS's employees rely on Internet connectivity to perform many of their daily tasks and to communicate with one another and with external stakeholders. EDS's primary telephone system is a Voice-Over-IP (VOIP) system, and it relies both on electrical power and Internet connectivity to operate. EDS's ability to provide customer service and support, a critical element of its day-to-day operations, relies on the availability of telephones and email. Many of EDS's employees use desktop computers for most of their day-to-day work, and the loss of the ability to operate an Internet-connected computer would disrupt the productivity of virtually every employee of the company.

Mitigation Factors

EDS's SaaS services are hosted in a secure data center in Dallas, Texas with extensive power and network redundancy. Rackspace maintains Internet connectivity through multiple Tier 1 connections to multiple carriers.

A power loss or loss of Internet connectivity at any EDS operations centers would not affect the availability of its SaaS services to its external stakeholders.

EDS's Shelton Operations Center has its own generator powerful enough to operate the HVAC and to provide light and electricity for all essential equipment.

EDS's Shelton Operations Center maintains redundant network connections from various carriers with



automatic failover. These networks and failover capabilities are tested routinely.

EDS's VOIP telephone service will forward calls to other operations centers automatically, and, if necessary, to cell phones of key personnel if the office phones are not available.

EDS's VOIP telephone service can be accessed via the Internet. Employees can use Internet-connected laptops and cell phones to operate all the essential features of the company phone system.

EDS's key employees have laptop computers and Internet at home and could work from home if necessary.

Public Wi-Fi is available in many places, such as coffee shops, restaurants, shopping malls and public buildings. In the event of a brief loss of power and/or Internet, critical functions could be performed over public Wi-Fi.

Response

If EDS loses power or Internet, the top-ranking person on site at the time will immediately attempt to determine the expected duration of the outage. This person will also determine if the outage creates a health or safety risk for personnel.

If the outage is expected to last for less than an hour, and there is no risk to the health or safety of employees, then employees will simply wait for the incident to end. Incoming phone calls will automatically route to employees in other operations centers. Employees will use their personal cell phones, as necessary, to communicate with customers and to access their company email.

If the outage is expected to last for more than an hour or if there is risk to the health or safety of the employees, then employees will be asked to go home and work. Employees will be required to verify that they are redeploying to a location that has power and Internet.

In the case of a widespread outage that is expected to last multiple days, it may be necessary for EDS to organize a team of critical employees to travel to a remote location that has power and Internet, most likely another EDS Operations center in another part of the country. The method of travel would be determined based on the scope and nature of the disaster. For example, employees could be asked to drive to a nearby city or some other location that is not affected by the disaster and to work from a hotel room until the outage is resolved. Alternatively, employees could fly to another EDS operations center and work from there.

Destruction or Loss of Access to EDS's Offices

Event Description

It is possible that one of EDS's offices could be destroyed or rendered inaccessible for an extended period.

Potential Impact

Most of EDS's employees routinely work in an office. EDS keeps furnishings, fixtures, computer software source code, computers, data storage and networking equipment at its offices. The destruction of its

offices would pose a challenge to the company's ability to continue developing software, operating its business, and supporting its customers.



Mitigation Factors

EDS's SaaS services are hosted in a secure data center in Dallas, Texas with extensive power and network redundancy. The destruction or unavailability of any of EDS's offices would have no direct impact on the availability of SaaS services to its customers.

EDS's VOIP telephone service will forward calls to other operations centers or the cell phones of key personnel in the event that the office phones are not available.

EDS's VOIP telephone service can be accessed via the Internet or a smartphone app. Employees can use Internet-connected laptops and cell phones to operate all the essential features of the company phone system.

Many of EDS's key employees have laptop computers and Internet at home and could work from home if necessary.

EDS maintains a casualty insurance policy that is adequate to provide the financial resources to reconstitute the office in a new or temporary location.

EDS maintains a corporate credit line that would enable it to immediately purchase critical furnishings and equipment to reconstitute a new or temporary location.

EDS receives payments from its customers either at a bank lockbox or a P.O. Box at a local post office, as well as through electronic funds transfers to its bank accounts. Destruction of EDS's offices would not disrupt EDS's cash flow or financial viability.

EDS maintains an offsite repository of all its software source code that is accessible through the Internet. If EDS's offices are destroyed or inaccessible, EDS would not lose one of its most vital assets, i.e., its computer software source code.

EDS's corporate and financial records are maintained through Cloud services in electronic format. Therefore, the destruction of EDS's offices would not result in a loss of critical business and financial data.

Response

If EDS's offices are destroyed or rendered inaccessible, employees will be asked to work from home.

EDS's executive management would immediately file a casualty claim with the company's casualty insurer.

EDS's executive management would immediately contact a commercial realtor to identify an appropriate office space with immediate availability. Executive management would work diligently to arrange for the reconstitution of core office capabilities, such as utilities, local area networking, broadband Internet access, desks, phones and computers.

Employees would reconstitute their own personal work environments, restoring data and files from off-site backups and reinstalling third-party software.

Cloud Server Crash

Event Description



It is possible that one of EDS's virtual Cloud Servers suffers an unrecoverable hardware or software failure.

Potential Impact

EDS operates various Cloud Servers. Should one of these servers become incapacitated for any reason, there could be a significant loss of access to EDS's SaaS services for some or all of EDS's employees and external stakeholders.

Mitigation Factors

EDS's SaaS services are hosted in a secure data center in Dallas, Texas with extensive power and network redundancy.

EDS creates Cloud Backups of customer databases daily. Should it be necessary to restore one or more customer databases from backup, this could be done very quickly, easily, and reliably from any location with a wired Internet, Wi-Fi, or cellular data connection.

EDS creates Cloud Backups of System Images of its servers on a weekly basis. Should a particular server become disabled, EDS could provision a new server with the most recent viable image of the disabled server. The entire process of provisioning a new server from a backup image would take about an hour.

Response

EDS would contact Rackspace to determine the cause of the server outage. If Rackspace is able to recover the server quickly, EDS staff would not need to take further action.

EDS staff would notify all impacted customers of the outage and provide an expected timeline for the resumption of service. In the case of potential data loss, EDS will notify the customer of what data they can expect to recover and what data EDS staff would need to reconstitute. In no case would customers expect to lose any data prior to the early morning of the day of the outage.

If Rackspace is not able to recover the server or if there is likely to be an extended outage, EDS's staff would provision a replacement server through the Rackspace Control Panel using the most recent, viable system image for the disabled server. If customer databases reside on the disabled server, EDS staff would attempt to recover the databases from attached storage from the disabled server. If EDS IT staff cannot recover the databases from attached storage, then staff would recover the databases from Cloud Storage.

EDS will work with Rackspace support to attempt to transfer the IP address of the failed server to the newly re-provisioned server. If Rackspace is not able to configure the new server with the same IP Address, EDS staff will update the DNS entries for the affected server to point to the newly re-provisioned server.

If there were changes to the server environment since the image was backed up, staff will document and re-create the changes.

Once EDS IT staff has reconstituted the server, EDS will notify customers that the services are once again available.

EDS IT staff will meet to review what, if any, changes were made to the server environment that may have contributed to the crash. Staff will document the cause of the crash and what steps should be taken in the future to avoid repetition of the failure.

Rackspace's Dallas Data Center Goes Offline



Event Description

It is possible that Rackspace's Dallas Data Center becomes inaccessible due to loss of power, loss of Internet connectivity, or destruction of equipment or facilities.

Potential Impact

EDS operates its various Cloud Servers through Rackspace. All of EDS's Cloud Servers are physically located in Rackspace's Dallas Data Center. Should the Rackspace Dallas Data Center go offline, all of EDS's SaaS services would become unavailable.

Mitigation Factors

Rackspace operates a physically secure data center with extensive power and network redundancy.

EDS creates Cloud Backups of customer databases daily. On a weekly basis, customer databases are backed up to Cloud Storage located in a Rackspace Data Center in Kansas City, Missouri.

EDS creates Cloud Backups of System Images of its servers on a weekly basis. These images are stored in a Rackspace Data Center in Kansas City, Missouri. In the event that a particular server became disabled, EDS could provision a new server with the most recent viable image of the disabled server. The entire process of provisioning a new server from a backup image would take approximately 30-60 minutes.

Response

EDS would contact Rackspace to determine the cause of the data center going offline. If Rackspace anticipates that the data center will be operational and available within 8 hours, no further action would be required.

EDS staff would notify all impacted customers of the outage and provide an expected timeline for the resumption of service. In the case of potential data loss, EDS will notify the customer of what data they can expect to recover and what data would need to be reconstituted. In no case would customers expect to lose any data prior to the early morning of the day of the outage.

If Rackspace is not able to recover the servers or if there is likely to be an outage longer than 8 hours, EDS's staff would provision replacement servers through the Rackspace Control Panel using the most recent, viable system images for the disabled servers stored in the Rackspace data center in Kansas City, Missouri. Customer databases would be recovered from Cloud Storage and customers would be notified of the extent of any data loss.

It is unlikely that Rackspace would be able to transfer IP addresses from the servers in the Dallas data center to the newly re-provisioned servers in the Kansas City data center. Therefore, EDS staff would update the DNS entries for the lost servers to reflect the addresses of the newly re-provisioned servers. It can take several hours or longer for DNS entries to propagate completely through the Internet. As a result, EDS should prioritize the task of updating the DNS and do so as soon as the IP addresses of the newly provisioned servers are known. Due to delays in DNS propagation, some EDS customers or users could experience difficulty accessing the SaaS services for as long as a day.

If there were changes to the servers' environment(s) since the images were backed up, staff would document and re-create the changes on the newly re-provisioned servers.

Once the servers have been reconstituted, EDS will notify customers that the services are once again available.

Once services are fully restored, EDS staff will review its new environment and fine-tune any changes that are necessary to reestablish appropriate levels of redundancy and recoverability. For example, if new servers are operating from the same data center where the “off-site” backups were stored, those backups are no longer “off-site,” but rather are co-located with the new servers. EDS staff will reconfigure backups to be stored off-site at another Rackspace data center that is fully operational.

Cloud Server Penetration

While we take extensive care to prevent unauthorized penetration of our Cloud servers, it is impossible to preclude the possibility that such a penetration will occur.

Event Description

An unauthorized person, such as a hacker, is able to gain access and/or control of one or more of our Cloud servers.

Potential Impact

A server penetration could interfere with the delivery of our SaaS services. A hacker with access to one or more of our servers could install malware that would jeopardize the health and security of some or all our servers. A hacker could gain access to large amount of data, including limited personal information of thousands of law enforcement officers.

Mitigation Factors

EDS takes extensive steps to reduce the likelihood that an unauthorized individual could gain access to our servers. These steps include:

Complex Passwords: User logins are protected with long, complex passwords that would be impossible to guess and impractical to break using other methods.

Firewall: All of EDS’s cloud servers reside behind redundant firewall devices. Firewall rules are configured to be as restrictive as possible to prevent unauthorized access.

Rackspace Security Service: Our firewall and overall security posture is monitored by Rackspace Security Service (RSS). RSS provides 24/7/365 monitoring for unusual activity.

Minimized Security Footprint: EDS takes extensive steps to minimize its security exposure. Traffic between EDS Cloud servers occurs over a private, non-routable backbone network to prevent unnecessary transmission of data over the Internet. Users only have access to servers and resources that they need to access to perform their job responsibilities. Access is revoked immediately for terminated employees.

Encryption: Data in transit is encrypted using state-of-the-art TLS 1.2 2048-bit encryption. Sensitive data stored in databases is encrypted using standard, state-of-the-art reversible encryption algorithms.

Security Patches: EDS routinely installs operating system security patches as they are released. Operating system updates are staged automatically by Rackspace and they are applied during scheduled downtime, usually once per month.



Anti-malware software: EDS uses Sophos server anti-malware software to protect its servers from malware that can assist in unauthorized penetration. EDS IT staff is able to monitor and configure the anti-malware software on all its servers through a centralized control panel. Virus signature updates and antivirus engine updates are scheduled through the control panel.

Response

In the event of an unauthorized penetration, EDS IT staff would work with Rackspace Security Service experts to disrupt the intrusion and prevent it from continuing. EDS would prevent all external access to the affected server until a full assessment of the manner and impact of the penetration could be determined. In the meantime, IT staff would reconstitute the affected servers using newly generated Cloud servers from clean system images.

As soon as it was determined what happened and what the expected impact on our business and external stakeholders would be, EDS would follow its standard security and data breach protocol. This protocol is attached to this document as an appendix.

Appendix: Security and Data Breach Incident Response Protocol

EDS is prepared to respond to a data breach or other security incident in a manner that allows us to continue providing services to our external stakeholders and to protect the reputation and financial well-being of our business.

The incident response plan consists of the following tasks:

- Detect the attack
- Stop the attack
- Notify executive management
- Assess the impact of the attack
- Notify external stakeholders impacted by the attack
- Acquire resources to respond to the attack
- Deploy available resources to recover from the attack
- Take additional steps to prevent future attacks

Detect the Attack

EDS has implemented an array of monitoring capabilities to allow us to detect unusual activity or service interruptions. Rackspace Security Service monitors our firewall to detect suspicious activity or brute force attacks. Our servers have monitoring agents running that notify IT when resource consumption levels are particularly high. Our anti-malware software notifies IT staff if any malware is detected on our servers. Our various automation services will provide notice if they stop operating through a heartbeat monitoring service running on another server. IT staff routinely review security logs of our servers to identify unsuccessful login attempts or other suspicious activity.

Stop the Attack

If an unauthorized penetration or data breach is detected in progress, the affected server will be shut down immediately. The firewall will be configured to block ALL access to the server from the Internet. EDS IT staff will still be able to access the server from within the Rackspace internal network to assess and respond to the attack.



Notify Executive Management

The Chief Technology Officer will be responsible for notifying executive management of the company that a security incident has occurred. This notification will take place as soon as possible, ideally as soon as the affected servers are shut down or the attack is otherwise neutralized.

Assess the Impact of the Attack

The Chief Technology Officer, working with IT staff, Rackspace Security Service and other professionals, as needed, will conduct a rapid assessment of the method and extent of the attack. The primary goals of this assessment are to be sure that the vulnerability that led to the attack is eliminated and to determine what systems and data were compromised. This assessment will be used to determine what, if any, additional resources will be required and whether it is appropriate to involve law enforcement and to file a claim on the company's cyber security insurance policy.

Notify External Stakeholders Impacted by the Attack

It is likely that any successful cyber attack against the company will cause temporary disruption of our SaaS services. In addition, it is possible that customer data may be compromised. EDS maintains an Incident Reporting Contact List with phone numbers and email addresses of key contacts at the agencies that use our services. The EDS technical team will compose messages that will be delivered to the contacts on the list and the account management team will be responsible for issuing the communications and fielding incoming inquiries.

Acquire Resources to Respond to the Attack

The company will work with its insurance company to fund outside technical resources that can assist with a response to the attack.

Deploy Available Resources to Recover from the Attack

Depending on the nature of the attack, the recovery could be quick and painless or longer and more difficult. EDS technical staff will work with outside experts as needed to rapidly develop a response plan specific to the attack and to execute that plan.

Take Additional Steps to Prevent Future Attacks

EDS technical staff will consult with cyber security experts to fully understand the vulnerabilities that led to the attack and implement a plan to prevent similar attacks in the future.

APPENDIX B: SAMPLE REPORTS

 Sample Police Department Next Day Jobs Scheduled Report 07/19/2023						
Date	Employer	Job Name	Address	Start.	End	Officer
07/19/2023	Blackbaud	Front Desk Security	65 Fairchild Street	0800	1230	Your officer
07/19/2023	Blackbaud	Front Desk Security	65 Fairchild Street	1230	1700	Your officer
07/19/2023	City Music Hall	Music Hall	37 John St	1830	2230	Your officer
07/19/2023	City School of Law	City School of Law	81 Mary St	1800	0000	Your officer
07/19/2023	City Visitor Center	VRTC Foot Patrol	375 Meeting St	0800	1200	Your officer
07/19/2023	City of City - Basketball	Flip Basketball League 2023	780 Playground Road (Forest 1800 Park Playground) City SC		2100	Your officer
07/19/2023	City of City - Basketball	Flip Basketball League 2023	780 Playground Road (Forest 1800 Park Playground) City SC		2100	Your officer
07/19/2023	City of City - Bridgeview	Bridgeview	Bridgeview	0600	0900	Your officer
07/19/2023	City of City - Bridgeview	Bridgeview	Bridgeview	0900	1200	Your officer
07/19/2023	City of City - Bridgeview	Bridgeview	Bridgeview	1200	1500	Your officer
07/19/2023	City of City - Bridgeview	Bridgeview	Bridgeview	1800	2100	Your officer
07/19/2023	City of City - Team One	Team One Overtime Extension	Team One Area	1900	2300	Your officer
07/19/2023	City of City - Team One	Team One Overtime Extension	Team One Area	1900	2300	Your officer
07/19/2023	FineMark National Bank	FineMark National Bank	865 Island Park Dr	0900	1300	Your officer
07/19/2023	FineMark National Bank	FineMark National Bank	865 Island Park Dr	1300	1700	Your officer
07/19/2023	J Henry Stuhr Downtown	Funeral Escort	Ashley River Baptist Church 1101 Savannah Highway City, SC 29407 (Dana Brawdy)	1130	1230	Your officer
07/19/2023	J Henry Stuhr Downtown	Funeral Escort	Ashley River Baptist Church 1101 Savannah Highway City, SC 29407 (Dana Brawdy)	1130	1230	Your officer
07/19/2023	J Henry Stuhr Downtown	SUPRV: Funeral Escort	Ashley River Baptist Church 1101 Savannah Highway City, SC 29407 (Dana Brawdy)	1130	1230	Your officer



**Sample Police Department
Prior Day Jobs Worked Report
07/19/2023**

Date	Employer	Job Name	Location	Start	End	Officer
07/17/2023	Blackbaud	Front Desk Security	65 Fairchild Street	0800	1230	Your officer
07/17/2023	City Music Hall	City Music Hall	37 John St	1830	2230	Your officer
07/17/2023	City School of Law	City School of Law	81 Mary St	1800	0000	Your officer
07/17/2023	City Visitor Center	VRTC Foot Patrol	375 Meeting St	0835	1235	Your officer
07/17/2023	City Visitor Center	VRTC Foot Patrol	375 Meeting St	1300	1700	Your officer
07/17/2023	City of City - Basketball	Flip Basketball League 2023	780 Playground Road (Forest Park Playground) City SC	1800		Your officer J
07/17/2023	City of City - Basketball	Flip Basketball League 2023	780 Playground Road (Forest Park Playground) City SC	1800	2215	Your officer
07/17/2023	City of City - Bridgeview	Bridgeview	Bridgeview	0300	0600	Your officer
07/17/2023	City of City - Bridgeview	Bridgeview	Bridgeview	0600	0900	Your officer
07/17/2023	City of City - Bridgeview	Bridgeview	Bridgeview	0900	1200	Your officer
07/17/2023	City of City - Bridgeview	Bridgeview	Bridgeview	1500	1800	Your officer
07/17/2023	City of City - Team One	Team One Overtime Extension	Team One Area	1700	2100	Your officer
07/17/2023	City of City - Team One	Team One Overtime Extension	Team One Area	1730	2230	Your officer
07/17/2023	Sterling Campus Center Apartments	Sterling Campus Center Apartments	50 George St	2100	0200	Your officer



**Next Week Unfilled Job Report
07/18/2023**

Date	Employer	Job Name	Start	End	Assignment	Filled	Department
Tuesday, July 18, 2023							
2023/07/18	City of City Bridgeview	Bridgeview	0000	0300	1	0	City Police Department
2023/07/18	City Visitor Center	VRTC Foot Patrol	1300	1700	1	0	City Police Department
2023/07/18	City of City Bridgeview	Bridgeview	1500	1800	1	0	City Police Department
2023/07/18	City of City - City Hall Meeting	City Hall Meeting	1530	2030	1	0	City Police Department
2023/07/18	Banks Construction	Traffic - Lane Closure	2000	0500	1	0	City Police Department
2023/07/18	City of City Bridgeview	Bridgeview	2100	0000	1	0	City Police Department
07/18/2023	2006 EST	Thank You For Your Business					1





Nightly Unfilled Job Report 07/18/2023

Date	Employer	Job Name	Start	End	Assingments	Filled	Department
07/19/2023	Your Visitor Center	VRTC Foot Patrol	1300	1700	1	0	Your Police Department
07/19/2023	City of Your - Team One	Team One Overtime Extension	1500	1900	1	0	Your Police Department
07/19/2023	City of Your Bridgeview	Bridgeview	0000	0300	1	0	Your Police Department
07/19/2023	City of Your Bridgeview	Bridgeview	0300	0600	1	0	Your Police Department
07/19/2023	City of Your Bridgeview	Bridgeview	1500	1800	1	0	Your Police Department
07/18/2023	City of Your Bridgeview	Bridgeview	2100	0000	1	0	Your Police Department
07/18/2023	Banks Construction	Traffic - Lane Closure	2000	0500	1	0	Your Police Department

07/18/2023 1602 EST

Thank You For Your Business

1



Sample Police Department Actual vs Checked Time Report 07/17/2023

ID #	Officer	Job ID	Job Type	Employer	Actual Start	Actual End	Actual Hours	Check In	Check Out
376	Your officer	2303007	Detail - Day	Communications Specialist Inc	09 00	17 00	8.0	09 13	17 23
387	Your officer	2303009	Detail - Day	Asplundh Tree Bid	08 30	16 00	7.5	08 34	16 02
407	Your officer	2303003	Detail - Day	United Illuminating	08 30	16 30	8.0	08 07	16 11
740	Your officer	2303004	Detail - Night/Wknd	United Illuminating	18 00	00 00	6.0	18 16	23 53
782	Your officer	2303004	Detail - Night/Wknd	United Illuminating	18 00	00 00	6.0	17 49	00 04
784	Your officer	2302968	Detail - Day	Surwilo Contracting Co.	09 00	16 00	7.0	09 10	15 56
1182	Your officer	2303003	Detail - Day	United Illuminating	08 30	16 30	8.0	08 46	17 32
2366	Your officer	2302983	Detail - Day	Oronoque Village Condo Ass.	16 00	20 00	4.0	16 18	20 16
2484	Your officer	2303006	Detail - Day	HR Candee Construction	08 00	15 30	7.5	08 29	15 44
2724	Your officer	2303002	Detail - Day	Conn Water Services LLC	08 00	15 00	7.0	07 45	15 00
10805	Your officer	2303031	Detail - Night/Wknd	Bond Utility Construction Inc	04 00	07 00	3.0	missing	missing
10805	Your officer	2302994	Detail - Day	Bond Utility Construction Inc	07 00	12 00	5.0	03 56	12 00
10805	Your officer	2303024	Town Job	Public Works - Conservation	13 30	18 00	4.5	13 28	17 46
10827	Your officer	2302969	Town Job	Stratford Train Station	17 00	21 00	4.0	16 41	21 00
13436	Your officer	2303010	Detail - Day	Asplundh Tree Bid	08 30	16 00	7.5	08 37	16 23
13441	Your officer	2302986	Town Job	Public Works	14 00	1 8 00	4.0	14 07	18 04



7/18/23, 4:09 PM

Xtra Duty - Job Assignments

7/1/2023 to 7/31/2023

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[Back](#)

Date	Employer	Job Name	Location	Start	End	Officer
7/1/2023	Young Israel	Young Israel	193 Dunhams Corner	0845	1145	Your officer
7/1/2023	ShopRite East Brunswick	ShopRite	ShopRite	1800	2300	Your officer
7/2/2023	ShopRite East Brunswick	ShopRite	ShopRite	1800	2200	Your officer
7/3/2023	Lake View Day Camp	505 Riva Ave	505 Riva Ave	1500	1800	Your officer
7/5/2023	PSEG New Brunswick Gas District	363 Dunhams Corner Rd	CANCELLED: 7/5 at 0730 - 363 Dunhams Corner Rd - Mike 848.228.6136	0730	1130	Your officer
7/5/2023	PSEG Central Electric Division	Victory Pl and Bush Pkwy	Victory Pl and Bush Pkwy - Scott 973-261-2892	0800	1200	Your officer
7/5/2023	PSEG Central Electric Division	Victory Pl and Bush Pkwy	Victory Pl and Bush Pkwy - Scott 973-261-2892	0800	1200	Your officer
7/5/2023	PSEG Central Electric Division	Victory Pl and Bush Pkwy	Victory Pl and Bush Pkwy - Scott 973-261-2892	0800	1200	Your officer
7/5/2023	PSEG Central Electric Division	Victory Pl and Bush Pkwy	Victory Pl and Bush Pkwy - Scott 973-261-2892	0800	1200	Your officer
7/5/2023	East Brunswick Court	1 Jean Walling Civic Center Drive	1 Jean Walling Civic Center Drive	0830	1400	Your officer
7/5/2023	East Brunswick Court	1 Jean Walling Civic Center Drive	1 Jean Walling Civic Center Drive	0830	1400	Your officer
7/5/2023	Planning and Engineering	Whitehall Rd & Sullivan Way	Whitehall Rd & Sullivan Way	0900	1230	Your officer
7/5/2023	Planning and Engineering	Whitehall Rd & Sullivan Way	Whitehall Rd & Sullivan Way	0900	1230	Your officer
7/5/2023	PSEG Central Electric Division	Victory Pl and Bush Pkwy	Victory Pl and Bush Pkwy - Scott 973-261-2892	1200	1600	Your officer
7/5/2023	PSEG Central Electric Division	Victory Pl and Bush Pkwy	Victory Pl and Bush Pkwy - Scott 973-261-2892	1200	1600	Your officer
7/5/2023	PSEG Central Electric Division	Victory Pl and Bush Pkwy	Victory Pl and Bush Pkwy - Scott 973-261-2892	1200	1600	Your officer
7/5/2023	PSEG Central Electric Division	Victory Pl and Bush Pkwy	Victory Pl and Bush Pkwy - Scott 973-261-2892	1200	1600	Your officer
7/5/2023	Planning and Engineering	Whitehall Rd & Sullivan Way	Whitehall Rd & Sullivan Way	1230	1600	Your officer

Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)



Sample Payroll Report

Customer	Date	Location	Hours	Rate	Start	End	Officer Name	Officer Pay	City Admins Fee	City Cruiser	EDS Admin Fees
TT and E	09/04/2021	1529 W. Garner Rd.	9	35	12:00	21:00	Officer's Name	\$ 315.00	\$ 13.50		\$ 31.50
TT and E	09/11/2021	1529 W. Garner Rd.	9	35	12:00	21:00	Officer's Name	\$ 315.00	\$ 13.50		\$ 31.50
Abberly Place Apartments	09/16/2021	500 Abberly Crest Blvd.	4	35	16:15	20:15	Officer's Name	\$ 140.00	\$ 6.00		\$ 14.00
TT and E	09/12/2021	1529 W. Garner Rd.	9	35	21:00	06:00	Officer's Name	\$ 315.00	\$ 13.50		\$ 31.50
Abberly Place Apartments	09/17/2021	500 Abberly Crest Blvd.	3.5	35	12:05	15:35	Officer's Name	\$ 122.50	\$ 5.25		\$ 12.25
South Garner High School	09/17/2021	South Garner High School	6	35	16:30	22:30	Officer's Name	\$ 210.00	\$ 9.00		\$ 21.00
TT and E	09/06/2021	1529 W. Garner Rd.	12	35	18:00	06:00	Officer's Name	\$ 420.00	\$ 18.00		\$ 42.00
TT and E	09/07/2021	1529 W. Garner Rd.	12	35	18:00	06:00	Officer's Name	\$ 420.00	\$ 18.00		\$ 42.00
Garner Magnet High School	09/02/2021	2101 Spring Drive, Garner NC	3	35	18:30	21:30	Officer's Name	\$ 105.00	\$ 4.50		\$ 10.50
South Garner High School	09/17/2021	South Garner High School	6	35	16:30	22:30	Officer's Name	\$ 210.00	\$ 9.00		\$ 21.00
Garner Magnet High School	09/29/2021	2101 Spring Dr, Garner NC	3	35	17:00	20:00	Officer's Name	\$ 105.00	\$ 4.50		\$ 10.50
Garner Magnet High School	09/24/2021	2101 Spring dr	3	35	19:00	22:00	Officer's Name	\$ 105.00	\$ 4.50		\$ 10.50
TT and E	09/26/2021	1529 W. Garner Rd.	7	35	14:00	21:00	Officer's Name	\$ 245.00	\$ 10.50		\$ 24.50
El Toro Supermarket	09/11/2021	3609 Junction Blvd. Raleigh NC	5	35	16:00	21:00	Officer's Name	\$ 175.00	\$ 7.50		\$ 17.50
First Baptist Church	09/12/2021	601 St. Mary's St.	3	35	08:45	11:45	Officer's Name	\$ 105.00	\$ 4.50		\$ 10.50
Abberly Place Apartments	09/19/2021	500 Abberly Crest Blvd	4	35	08:30	17:30	Officer's Name	\$ 140.00	\$ 6.00		\$ 14.00
TT and E	09/14/2021	1529 W. Garner Rd.	12	35	18:00	06:00	Officer's Name	\$ 420.00	\$ 18.00		\$ 42.00
TT and E	09/16/2021	1529 W. Garner Rd.	12	35	18:00	06:00	Officer's Name	\$ 420.00	\$ 18.00		\$ 42.00
			527.8				Total Deposit	\$ 18,675.00	\$ 782.63		\$ 1,867.50
								\$ 19,457.63			



Weekly Hours Worked by Officer

From :	12/03/23	Through :	12/09/23	
Emp. #	Name			Total Hours
027760	Anderson, Joseph			21.00
997248	Barrett, Raymon			4.00
997092	Christie, Marlon			16.00
136566	Cook, Fredrick			9.00
997463	Corbosiero, Giancarlo			20.50
152663	Csuka, Edward			9.00
300109	Cunningham, Charles			9.00
183239	Degrazio, Michael			10.00
006128	Dorsey, Christian			9.00
374206	Gutauskas, Lisa			8.00
376455	Guthrie, Garth			10.00
997392	Guthrie, Garth, JR			14.00
997008	Higgins, Callum			10.00
006023	Jones, Benjamin			15.00
477328	Jones, Jamar			4.00
997165	Juliano, Joseph			8.00
106102	Klukowicz, Brian			16.00
510130	Lalor, James			9.00
516878	Lee, Timothy			8.00
929849	Li Lola, Thomas			23.00
997042	Lumpkin, Keith			10.00
106137	Maroulis, Billy			6.00
006121	Medrano, Michael			15.00
606167	Mickens, Michael			10.00
997319	Muccio, Nicole			26.00
006025	Ortiz, Kevin			29.00
731306	Post, Richard			9.00

Weekly Hours Worked by Officer

From :	12/03/23	Through :	12/09/23	
Emp. #	Name			Total Hours
780040	Romito, Robert			24.00
066122	Seifried, Stephen			14.00
null	Thompson, Romaine			8.00
997461	Wadley, Brandon			9.00
997156	Webb, Sharif			25.00
985848	Williams, Tyrone			8.00
997391	Zazzara, Giancarlo			20.00
<u>Grand Totals</u>				<u>Sum</u>
				<u>445.50</u>

APPENDIX C: RÉSUMÉS OF KEY PERSONNEL

RICH MILLIMAN

(203)216-9742 | rmilliman@extradutysolutions.com

PROFESSIONAL EXPERIENCE

HART HALSEY / EXTRA DUTY SOLUTIONS

Shelton, CT

Chief Executive Officer

2014-Present

HH/EDS administer and provides on- and extra-duty scheduling software for law enforcement agencies. HH/EDS helps law enforcement agencies focus on community safety by relieving the administrative burden associated with extra duty programs.

BRIDGEWATER ASSOCIATES

Westport, CT

Chief Operating Officer

2010-2013

- Member of leadership team outsourcing core operations, technology and accounting areas to BNYMellon (aimed at saving \$140M+ over initial 2 years). Considered the most complex, groundbreaking outsourcing in the hedge fund industry.
- Responsible for all non-BAU activities and projects across the back office including management of all client-/ compliance-initiated change requirements.
- Co-manage operations, technology, fund accounting, counterparty relations, and budgeting/planning, security and risk management back-office departments with executive from BNYMellon (outsourcer).

Head of Risk Management

2009-2010

- Initiated and led firm-wide risk management practice including an extensive fraud audit to assess the security of client funds and remediate areas of concern. Resulted in significant reduction in firm-wide risk and increased security (as assessed by Ernst & Young) from the highest organizational levels through the minute details of monetary movements and client sensitive information.

Senior Management Advisor

2008-2009

- Reporting directly to Founder/CEO Ray Dalio, worked with Bridgewater's senior management team to address the most pressing problems facing the company. Some results include:
 - Significant labor efficiencies across the back office operations (collateral, consistency of procedures across asset classes, counterparty interactions, etc.)
 - Greatly enhance physical security of senior staff and VIP visitors.
 - Elimination of recurring errors in client accounting (NAV calculations and reconciliations with custodians/ administrators), and client service (client communication preparation).
 - More throughput and fulfillment in HR recruiting; more thorough compliance (SAS 70 quality and process).
- Initiated, designed and implementation of firm-wide expenditure and vendor management process which directly reduced firm-wide vendor expenditures by 25% by attaining superior rates/terms and eliminating waste.

IIR HOLDINGS N.V.

New York City, NY

Group President/ Chief Operating Officer

2002-2007

- Managed 5 companies and 2 back office locations totaling 450 staff and \$210M in revenue.
- Moved an acquisition from an annual loss of \$5M to a profit of \$4.4M by greatly reducing costs and streamlining processes.
- Implemented a cross-company benchmarking process which led to utilizing significantly lower labor costs on major client engagements and more optimally deploying and sharing I.T. resources.



- Eliminated several negative-margin offerings while increasing revenue at a 14% annualized growth rate.
- Assisted in the sale of IIR to UK-based Informa in late 2005.

JOBDIRECT

Stamford, CT

Chief Executive Officer and President

2001-2002

- Recommended and oversaw complete shutdown of the company after results of two months of analysis were presented to and approved by Korn/Ferry's board and CEO.
- Merged front-end sales and account management into another Korn/Ferry subsidiary; back-end staff functions into Korn/Ferry corporate departments. Sold off unneeded assets and managed the closure of the legal entity including lease terminations, severance allocations, and client contracts.

BANK ONE (JP Morgan Chase)

Wilmington, DE

Senior Vice President, Portfolio Management

2000-2001

- Line management responsibility for \$250 million in earnings; \$30 billion in new balances. Responsible for all balance build, sales and usage, rewards and alliances, and retention marketing initiatives and programs.
- Beat 2000 YTD earnings goal by 18%. 2001 plan showed an 18% increase in top-line growth with a 26% decrease in expenses.
- Managed staff of 615 including marketing, finance and call center operations personnel.

Senior Vice President, Retention Marketing and Operations

1999- 2000

- Line responsibility for \$75 million in earnings; \$10 billion in new balances. Responsible for 20 marketing and finance personnel and 3 call centers housing 500 phone reps and 50 management staff. 4% professional staff attrition (compared to 20% company-wide).
- Exceeded 1999 earnings forecast by 26%, beating 1998 earnings by 110%.
- Initiated alliance marketing programs with AOL, eBay, and Home Depot.
- Awarded "key performer" award - 2/00; rated "outstanding" on '98 and '99 performance reviews.

Senior Vice President, Competitive and Market Intelligence

1998- 1999

- Grew department of 3 people to 30 in 9 months. 3% staff attrition.
- Introduced sophisticated market research techniques to FirstUSA and Firstcard.
- Developed competitive tracking databases and intranet.

McKINSEY AND COMPANY

Atlanta, GA; Los Angeles, CA

Engagement Manager

1992-1997

- Created and implemented marketing and operation strategies for a wide range of clients. International experience in Brazil, Canada and several European countries. Non-client activities included designing and conducting training / recruiting programs and teaching in McKinsey's mini-MBA program. Spent 1997 onsite at LRW managing the market research firm's alliance with McKinsey. Selected engagements:
 - Developed a penetration strategy targeting high net worth prospects for a Brazilian private bank.
 - Created a European market expansion strategy for a personal computer manufacturer.
 - Determined a telecommunication firm's expected market share decrease resulting from deregulation.
 - Defined and segmented the commercial market for advanced telecommunications equipment.
 - Redesigning the product development process for a telecommunications firm, which led to a 50 percent decrease in time to market and a 60 percent decrease in person-days required.
 - Developed a market strategy for a highly specialized private school increasing enrollment 15 percent.



- Reconfigured a building products distribution network yielding 30% lower costs with no revenue loss.
- Completed a five-month new product development process for an electric utility. This involved segmenting the business and consumer markets and leading ideation sessions.
- Defined the informational and skill set needs for the deregulated affiliate of an electric utility.

INFORMATION RESOURCES, INC.

Chicago, IL

Associate Director, Product Development

1991-1992

- Created mathematical models using panel and scanner data to analyze and devise market strategies. Worked with several leading packaged goods companies (i.e., Kraft, Procter and Gamble, Ocean Spray, Quaker, James River, Conagra, Tropicana, Lever Brothers, S.C. Johnson, etc.). Managed a department of three statisticians.
- Developed a generalizable system of models to forecast seasonal effects on sales of packaged goods.
- Developed price and promotion analysis models that generated over \$1 million of sales in year one.
- Determined the effectiveness of manufacturers offering price rollbacks to retailers. Results convinced a major consumer packaged goods manufacturer to eliminate all price rollbacks.

DDB NEEDHAM WORLDWIDE, INC.

Chicago, IL

Associate Strategic Planning Department

1988-1991

- Responsible for comprehensive strategic analysis of market and internal client data. Reviewed and devised strategic direction based on data analysis.
- Analyzed demographic trends that drove positioning for Sea World Parks.
- Defined possible image options for the positioning of Bud Dry Beer.
- Determined the viability of brand extensions for General Mills.
- Analyzed household buying habits for Disney movie videos.

COMMUNITY INVOLVEMENT

Corporate Board Member

Hart Halsey LLC

2015-Present

Falck Medical, Inc.

2005-2007

Verde Inc.

1999-2002

EDUCATION, PROFESSIONAL DEVELOPMENT & AFFILIATIONS

PhD. in Business Administration, The University of Chicago

Perceived Risk Attitudes: Relating Risk Perception to Risky Choice written with Elke U. Weber; *Management Science*, Vol. 43, No. 2, February 1997; winner of The Decision Analysis Society 1999 publication award

Masters of Business Administration, The University of Chicago

Majors: Marketing and Behavioral Decision-Making

B.S Business Administration, Syracuse University

Majors: Statistics and Management Information Systems



JOHN ZEBROWSKI

(732) 762-9550 | jzebrowski@extradutysolutions.com

PROFESSIONAL EXPERIENCE

Hart Halsey / Extra Duty Solutions

Director of Organizational Development

- Responsible for all Sales and Marketing efforts and personnel

Shelton, CT

2023 – Present

Sayreville Police Department

- Uniformed Division, Patrol Officer from 1987 – 1993
- Detective Division, Identification and Juvenile Bureau from 1993 – 1999
- Sergeant, Detective Division/Supervisor of Criminal Investigations Unit from 1995 – 1999
- Lieutenant, Uniform Division as Station Commander from 2005 – 2009
- Captain, Administrative/Detective Division from 2009 – 2011
- Chief of Police from 2011 – 2022
- Emergency Management Director – 2018

1987 - 2022

EDUCATION

Bachelor of Science, Rutgers University

1981

Graduate, Union Police Academy

1987

Juris Doctorate, Seton Hall University Law School

1993

COMMUNITY INVOLVEMENT

New Jersey Association of Chiefs of Police (NJSACOP)

Graduate of Command & Leadership Program

2012

Member of Executive Board

2017

President

2021 – 2022

Foundation / Accreditation Chairman

Committee Chairperson of State Domestic Violence Working Group

Member of Training/Education, Command/Leadership Committee

Representative to NJ Clean Slate Task Force

Representative to the Police Training Commission (PTC) Advisory Board

Middlesex County Association of Chiefs of Police (NJ)

Secretary

2011 – 2012

Vice President

2012 – 2013

President

2013 – 2014

Chairman: Annual Fundraising

2017 – 2022



PROFESSIONAL DEVELOPMENT & AFFILIATIONS

Licensed to practice law in the states of New Jersey and Pennsylvania from 1993 to Present

Sayreville Borough Councilmember from 2023 to Present

Recognized by the State of New Jersey in 2015 as a Certified Public Manager from Rutgers University

Subject Matter Expert (SME) for New Jersey Civil Service Commission

Contributing author of NJ Municipalities Magazine and IACP Police Chief Magazine

Founding member of St. Peter's Healthcare System Opioid Taskforce

T.A.C. (Terminal Agency Coordinator) Officer for New Jersey Criminal Justice Information System (NJCJIS)

Created, administered and supervised the Sayreville Domestic Violence Team

Former member of the Human Relations Committee for Sayreville, NJ

Former Co-Director of the Sayreville Police Explorers Program

Elected member of Sayreville Board of Education

Member of Sayreville Planning Board, Zoning Board and Recreation Board

Member of Sayreville Knights of Columbus

Member of the NJ and Middlesex County Bar Association

Board member of the Sayreville Little League

President of Our Lady of Victories Athletic Association

Coach for Sayreville Little League, Sayreville Recreation Department Basketball League and Our Lady of Victories Athletic Association Basketball

ADAM ROSS BOGDAN

(203)434-0875 | abogdan@extradutysolutions.com

SUMMARY

Experienced manager of six years with previous roles involving oversight of all day-to-day operations throughout multiple locations in different countries, including business continuity, travel security, account management, and crisis management.

PROFESSIONAL EXPERIENCE

HART HALSEY / EXTRA DUTY SOLUTIONS

Shelton, CT

Director of Account Management

2019-Present

- Accountable for management and support of Account Managers and Coordinators.
- Point of contact for all escalations involving billing, officer problems, and scheduling issues.
- Oversee hiring, counseling, and training of Account Management and Coordinator staff.
- Manage department rules and all updates surrounding them, including creating a central location for important documents and rules storage.
- Handle back-end administrative tasks involved in onboarding new departments.

BRIDGEWATER ASSOCIATES

Westport, CT

Chief of Operations and Contingency Planning

2014-2019

- Security Manager at the world's largest hedge fund; contracted by Securitas Security Services.
- Responsible for oversight and management of a \$4 million security account, including operations in North America and Europe.
- Manage security team of 100 employees, including an operations center, security analysts, and security guards.
- Plan and strategize security operations for companywide events with over 3,000 people in attendance.
- Oversee all physical security investigations on Bridgewater Associates staff.
- Manage company-wide business continuity program including daily business operations.
- Manage staff schedule of more than 3000 hours per week.
- Oversee Quality Assurance program that involves auditing security technology and recommending improvements.
- Perform and audit risk assessments during construction phase of new buildings.
- Manage security officer and security operations center training program, involving hosting company-wide training seminars.
- Created and implemented a company-wide workplace violence response program for Physical Security.
- Project Manager for the security department including training on new systems, company-wide access badge transition, and crisis management exercises.

Manager, Security Operations Center

2013-2014

Security Analyst

2010-2013

EDUCATION, PROFESSIONAL DEVELOPMENT & AFFILIATIONS

Master of Science in Justice Studies, Southern New Hampshire University

Bachelor of Arts in General Studies focused in Society and Justice, University of Connecticut



Certifications

- CPR
- AED
- Graduate Certificate in Public Administration, *Southern New Hampshire University*

General Skills

- Security Technology and Systems knowledge in CCTV/Access Control, C-Cure 9000, Victor Management Software, Genetec, Integral Software, and SendWordNow.
- Investigative procedures
- Staffing and scheduling
- Budget management
- Proficient in Microsoft Office (Excel, Outlook, PowerPoint, Word), Microsoft Visio, and Microsoft SharePoint



RICKY M. BRAEN

(732) 677-0157 | rbraen@extradutysolutions.com

PROFESSIONAL EXPERIENCE

Hart Halsey / Extra Duty Solutions

Senior Business Development Executive

Tinton Falls, NJ

Dec 2018 – Present

- Creates and maintains solid business relationships between Extra Duty Solutions and law enforcement agencies seeking full administration of their off-duty programs
- Develops and implements plans for growing the business by attracting new clients and overseeing the sales and implementation of services

VCS / Jobs4Blue

Operations Manager

Freehold, NJ

Sep 2011 – Dec 2018

- Provided exclusive scheduling services for first responders, health care organizations and private industries
- Created start-up of VCS' new venture, Jobs4Blue, of outsourcing services for police officers' off/extra-duty employment
- Was responsible for acquiring clients, hiring staff and managing a multi-million-dollar operation, increasing customer base by approximately 30 %

Township of Brick

Police Officer

Brick, NJ

1988 – 2011

- Served as patrol officer for eight years: enforcing laws, providing community outreach and resolving quality of life issues for a community of 75,000 people
- Advanced to patrol supervisor in 1996: oversaw operations for different patrol shifts consisting of 30 officers
- Implemented a 15-person bicycle squad to enhance community engagement and business outreach
- Researched and stood up the department's first Marine unit to safeguard local waterways
- Promoted to Officer in Charge of the Administrative Services Division for a 130-person department in 2006
- Was the Supervisor in charge of Police Officer Off-Duty Employment Accounts and Payroll
- Designated as the Police Departments' Terminal Access Coordinator (TAC)
- Appointed the Department's Homeland Security Liaison Officer
- Secondary Supervisor for the Police Records Department

Town of Mantoloking, NJ

Class II Police Officer

Mantoloking, NJ

2015 - Present

- Operates patrol vessel enforcing local and state maritime laws



DANIEL RYAN

PROFESSIONAL EXPERIENCE

JIVASOFT DIV/HART HALSEY

Chief Technology Officer

San Antonio, TX

2019-Present

President

1999-2019

- Founded Jivasoft Corporation, a company dedicated to designing, developing, marketing and supporting administrative software for public safety agencies.
- Preside over all aspects of the company's day-to-day operations including sales, customer service and support, programming, administration and accounting.
- Provide consulting and training services to agencies using Jivasoft's products
- Provide technical support to agencies using Jivasoft's products
- Define the future strategic direction of the company and its products and lead the company toward its goals.
- Develop company's software products using VB.Net, ASP.Net, SQL Server, ActiveReports, GO and React Native.

RYAN DATA SERVICES, INC.

Laredo, TX

President/ Technology Consultant

1996-1999

- Provide Information Technology Services to local businesses in Laredo, TX, including networking, custom software development, hardware specification, hardware installation, training and software support

LAREDO NATIONAL BANK

Laredo, TX

Executive Vice President

1994-1996

- Spearheaded major technology improvements including online banking and wide area networking.
- Led efforts to improve customer service through establishment of telephone banking department and procedural improvements throughout operational areas of bank.
- Executive responsible for managing technology, banking operations, customer service and marketing

SELF EMPLOYED

Boston, MA/ Laredo, TX

Technology Consultant

1988-1994

- Provided strategic technology planning services to business executives
- Advised business clients on major software development and acquisition projects
- Developed custom business software and software development tools for client organizations
- Served as project leader and/or manager for major software development projects

BOSTON SYSTEMS CROUP, INC.

Boston, MA

Senior Associate

1984-1988

- Developed custom software solutions for business clients
- Served as project leader/manager for internal client MIS software development projects
- Provided technical training to client MIS staffs



MITRE CORPORATION.

Bedford, MA

Member of the Technical Staff

1983-1984

- Developed customized hardware and software for Air Force procurement activities. Tested and verified military communications equipment and protocols.
- Granted Secret Clearance

EDUCATION, PROFESSIONAL DEVELOPMENT & AFFILIATIONS

Bachelor of Arts in Engineering and Applied Sciences with concentration in Computer Science, *Harvard University*



MIKE WILSON

(704) 490-7842 | mike@jivasoft.com

PROFESSIONAL EXPERIENCE

Jivasoft Corporation

San Antonio, TX

Vice President of Customer Experience

2015 – Present

- Strengthen User Interface Design operations by proactively managing and optimizing features and functionality within the On Duty Scheduling Software
- Collaborate with development team in creation, roll out and management of updated product lines, including highly successful Scheduling and Payroll platforms
- Create eye catching and functional digital design concepts across various platforms to strengthen company brand and identity
- Enhance company brand and identity by designing distinctive website and logo
- Test software releases and perform troubleshooting prior to deployment
- Assess Software bugs and compile findings along with resolution techniques in documentation to disseminate to development team
- Act as point of contact with customer agencies to perform software rollout, upgrade and support

Charlotte-Mecklenburg Police Department

Charlotte, NC

Systems Analyst

September 2004 – March 2015

- Supported in-house development team with design configuration and rollout of Police Records Management System
- Enhanced RMS System through enterprise-wide planning, thorough testing, efficient implementation and comprehensive support
- Defined departmental goals to determine various system requirements
- Diagnosed, troubleshot and resolved network and system problems
- Established specifications and coordinated production with software development team
- Investigated and addressed issues within various systems to enhance usability and improve functionality
- Organized system infrastructure documentation and operating procedures, strengthening controls and enhancing overall performance
- Improved Records Management System by adding new features and infrastructure, ensuring compliance with NIBRS Crime Reporting standards

Charlotte-Mecklenburg Police Department

Charlotte, NC

System Administrator (Computer Aided Dispatch Software)

May 1997 – September 2004

- Established specifications and analyzed workflow, access, information and security requirements
- Configured, tested and maintained Computer Aided Dispatch system
- Promoted compliance by acting as agency NCIC/DCI-SBI Terminal Agency coordinator
- Prepared and presented comprehensive reports to upper management and FBI/NCIC audit teams, covering issues and recommendations
- Advised management on needed or prohibited actions to comport with FBI and North Carolina State Bureau of Investigations system regulations
- Educated employees by conducting compliance training programs and issuing periodic communications to refresh knowledge of compliant work practices



EDUCATION

Electrical Engineering, North Carolina State University	1986 - 1957
Criminal Justice, Central Piedmont Community College	1987 – 1989

AFFILIATIONS, ASSOCIATIONS, ADVISORY BOARDS

Law Enforcement Cycling Association (LECA)	1994 - 1996
NASCAR Hall of Fame Advisory Board	2012 - 2015

Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)



APPENDIX D: SOC AUDIT REPORTS



Independent Service Auditor's Report on a Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls

To: Hart Halsey, LLC dba Extra Duty Solutions,

Scope

We have examined Hart Halsey, LLC dba Extra Duty Solutions' (EDS) description of its law enforcement extra duty program administration solutions and systems entitled "Description of the Service Organization's System Provided by EDS Management" for processing user entities' transactions throughout the period January 1, 2023 to December 31, 2023 (description) and the suitability of the design and operating effectiveness of the controls included in the description to achieve the related control objectives stated in the description, based on the criteria identified in "Management Assertion of EDS" (assertion). The controls and control objectives included in the description are those that management of EDS believes are likely to be relevant to user entities' internal control over financial reporting, and the description does not include those aspects of the law enforcement extra duty program administration solutions and systems that are not likely to be relevant to user entities' internal control over financial reporting.

EDS uses a third-party data center (subservice organization) to house its critical production computer servers, applications and networking equipment. The description includes only the control objectives and related controls of EDS and excludes the control objectives and related controls of the subservice organization. The description also indicates that certain control objectives specified by EDS can be achieved only if complementary subservice organization controls assumed in the design of EDS' controls are suitably designed and operating effectively, along with the related controls at EDS. Our examination did not extend to controls of the subservice organization, and we have not evaluated the suitability of the design or operating effectiveness of such complementary subservice organization controls.

The description indicates that certain control objectives specified in the description can be achieved only if complementary user entity controls assumed in the design of EDS' controls are suitably designed and operating effectively, along with related controls at the service organization. Our examination did not extend to such complementary user entity controls, and we have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

The information in Section 5, "Other Information Provided by the Service Organization" that describes management's responses to testing exceptions, is presented by the management of EDS to provide additional information and is not a part of EDS' description of its law enforcement extra duty program administration solutions and systems made available to user entities during the period January 1, 2023 to December 31, 2023. EDS' responses have not been subjected to the procedures applied in the examination and, accordingly, we express no opinion on it.

Service organization's responsibilities

In Section 2, EDS has provided an assertion about the fairness of the presentation of the description and suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description. EDS is responsible for preparing the description and assertion, including the completeness, accuracy, and method of presentation of the description and assertion, providing the services covered by the description, specifying the control objectives and stating them in the description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria stated in the assertion, and designing, implementing, and documenting controls that are

Hart Halsey, LLC dba Extra Duty Solutions

Proprietary and Confidential | 1



*Prepared for the City of Asbury Park, NJ
October 10, 2024*

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Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)



suitably designed and operating effectively to achieve the related control objectives stated in the description.

Service auditor's responsibilities

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether, in all material respects, based on the criteria in management's assertion, the description is fairly presented and the controls were suitably designed and operating effectively to achieve the related control objectives stated in the description throughout the period January 1, 2023 to December 31, 2023. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of controls involves—

- performing procedures to obtain evidence about the fairness of the presentation of the description and the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on the criteria in management's assertion.
- assessing the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively to achieve the related control objectives stated in the description.
- testing the operating effectiveness of those controls that management considers necessary to provide reasonable assurance that the related control objectives stated in the description were achieved.
- evaluating the overall presentation of the description, suitability of the control objectives stated in the description, and suitability of the criteria specified by the service organization in its assertion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Inherent limitations

The description is prepared to meet the common needs of a broad range of user entities and their auditors who audit and report on user entities' financial statements and may not, therefore, include every aspect of the system that each individual user entity may consider important in its own particular environment. Because of their nature, controls at a service organization may not prevent, or detect and correct, all misstatements in processing or reporting transactions. Also, the projection to the future of any evaluation of the fairness of the presentation of the description, or conclusions about the suitability of the design and operating effectiveness of the controls to achieve the related control objectives, is subject to the risk that controls at a service organization may become ineffective.

Description of tests of controls

The specific controls tested and the nature, timing, and results of those tests are listed in Section 4, the "Testing Matrices."

Opinion

In our opinion, in all material respects, based on the criteria described in EDS' assertion—

- a. the description fairly presents the law enforcement extra duty program administration solutions and systems that were designed and implemented throughout the period January 1, 2023 to December 31, 2023.
- b. the controls related to the control objectives stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the period January 1, 2023 to December 31, 2023 and subservice organizations applied the complementary subservice organization controls and user entities applied the complementary user entity controls assumed in the design of EDS' controls throughout the period January 1, 2023 to December 31, 2023.
- c. the controls operated effectively to provide reasonable assurance that the control objectives stated in the description were achieved throughout the period January 1, 2023 to December 31, 2023 if complementary subservice organization controls and complementary user entity controls assumed in the design of EDS' controls operated effectively throughout the period January 1, 2023 to December 31, 2023.

Restricted use

This report, including the description of tests of controls and results thereof in Section 4, is intended solely for the information and use of management of EDS, user entities of EDS' law enforcement extra duty program administration solutions and systems during some or all of the period January 1, 2023 to December 31, 2023, and their auditors who audit and report on such user entities' financial statements or internal control over financial reporting and have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities themselves, when assessing the risks of material misstatement of user entities' financial statements. This report is not intended to be, and should not be, used by anyone other than these specified parties.

The Moore Group CPA, LLC

Nashua, NH
January 24, 2024



**Independent Service Auditor's Report on a Description of a Service
Organization's System and the Suitability of the Design and
Operating Effectiveness of Controls**

To: Hart Halsey, LLC dba Extra Duty Solutions,

Scope

We have examined Hart Halsey, LLC dba Extra Duty Solutions' (EDS) description of the general controls supporting its law enforcement extra duty program administration solutions and systems entitled "Description of the Service Organization's System Provided by EDS Management" for processing user entities' transactions throughout the period January 1, 2021 to December 31, 2021 (description) and the suitability of the design and operating effectiveness of the controls included in the description to achieve the related control objectives stated in the description, based on the criteria identified in "Assertions by the Service Organization's Management" (assertion). The controls and control objectives included in the description are those that management of EDS believes are likely to be relevant to user entities' internal control over financial reporting, and the description does not include those aspects of the law enforcement extra duty program administration solutions and systems that are not likely to be relevant to user entities' internal control over financial reporting.

EDS uses a third party data center (subservice organization) to house its critical production computer servers, applications and networking equipment. The description includes only the control objectives and related controls of EDS and excludes the control objectives and related controls of the subservice organization. The description also indicates that certain control objectives specified by EDS can be achieved only if complementary subservice organization controls assumed in the design of EDS' controls are suitably designed and operating effectively, along with the related controls at EDS. Our examination did not extend to controls of the subservice organization, and we have not evaluated the suitability of the design or operating effectiveness of such complementary subservice organization controls.

The description indicates that certain control objectives specified in the description can be achieved only if complementary user entity controls assumed in the design of EDS' controls are suitably designed and operating effectively, along with related controls at the service organization. Our examination did not extend to such complementary user entity controls, and we have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

The information in Section 5, "Other Information Provided by the Service Organization" that describes management's responses to testing exceptions, is presented by the management of EDS to provide additional information and is not a part of EDS' description of the general controls supporting its law enforcement extra duty program administration solutions and systems made available to user entities during the period January 1, 2021 to December 31, 2021. EDS' responses have not been subjected to the procedures applied in the examination and, accordingly, we express no opinion on them.

Service organization's responsibilities

In Section 2, EDS has provided an assertion about the fairness of the presentation of the description and suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description. EDS is responsible for preparing the description and assertion, including the completeness, accuracy, and method of presentation of the description and assertion, providing the services covered by the description, specifying the control objectives and stating them in



the description, identifying the risks that threaten the achievement of the control objectives, selecting the criteria stated in the assertion, and designing, implementing, and documenting controls that are suitably designed and operating effectively to achieve the related control objectives stated in the description.

Service auditor's responsibilities

Our responsibility is to express an opinion on the fairness of the presentation of the description and on the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether, in all material respects, based on the criteria in management's assertion, the description is fairly presented and the controls were suitably designed and operating effectively to achieve the related control objectives stated in the description throughout the period January 1, 2021 to December 31, 2021. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of a description of a service organization's system and the suitability of the design and operating effectiveness of controls involves—

- performing procedures to obtain evidence about the fairness of the presentation of the description and the suitability of the design and operating effectiveness of the controls to achieve the related control objectives stated in the description, based on the criteria in management's assertion.
- assessing the risks that the description is not fairly presented and that the controls were not suitably designed or operating effectively to achieve the related control objectives stated in the description.
- testing the operating effectiveness of those controls that management considers necessary to provide reasonable assurance that the related control objectives stated in the description were achieved.
- evaluating the overall presentation of the description, suitability of the control objectives stated in the description, and suitability of the criteria specified by the service organization in its assertion.

Inherent limitations

The description is prepared to meet the common needs of a broad range of user entities and their auditors who audit and report on user entities' financial statements and may not, therefore, include every aspect of the system that each individual user entity may consider important in its own particular environment. Because of their nature, controls at a service organization may not prevent, or detect and correct, all misstatements in processing or reporting transactions. Also, the projection to the future of any evaluation of the fairness of the presentation of the description, or conclusions about the suitability of the design or operating effectiveness of the controls to achieve the related control objectives, is subject to the risk that controls at a service organization may become ineffective.

Description of tests of controls

The specific controls tested and the nature, timing, and results of those tests are listed in Section 4, the "Testing Matrices."



Opinion

In our opinion, in all material respects, based on the criteria described in EDS' assertion—

- a. the description fairly presents the law enforcement extra duty program administration solutions and systems that were designed and implemented throughout the period January 1, 2021 to December 31, 2021.
- b. the controls related to the control objectives stated in the description were suitably designed to provide reasonable assurance that the control objectives would be achieved if the controls operated effectively throughout the period January 1, 2021 to December 31, 2021 and subservice organizations and user entities applied the complementary controls assumed in the design of EDS' controls throughout the period January 1, 2021 to December 31, 2021.
- c. the controls operated effectively to provide reasonable assurance that the control objectives stated in the description were achieved throughout the period January 1, 2021 to December 31, 2021 if complementary subservice organization controls and complementary user entity controls assumed in the design of EDS' controls operated effectively throughout the period January 1, 2021 to December 31, 2021.

Restricted use

This report, including the description of tests of controls and results thereof in Section 4, is intended solely for the information and use of management of EDS, user entities of EDS' law enforcement extra duty program administration solutions and systems during some or all of the period January 1, 2021 to December 31, 2021, and their auditors who audit and report on such user entities' financial statements or internal control over financial reporting and have a sufficient understanding to consider it, along with other information, including information about controls implemented by user entities themselves, when assessing the risks of material misstatement of user entities' financial statements. This report is not intended to be, and should not be, used by anyone other than the specified parties.

The Moore Group CPA, LLC

Nashua, NH
February 4, 2022



APPENDIX E: IT SYSTEM AND DATA SECURITY MEASURES

EDS recognizes that the security of networks, systems and data used to deploy Cloud applications is of paramount importance. EDS is committed to continuous vigilance and effort to protect its Cloud infrastructure. EDS protects that Infrastructure by adhering to industry best practices, using state-of-the-art technology, and relying on proven, reliable partners.

In 2018, 2020 and 2022, EDS passed SOC I type II audits. Our operational controls and risk mitigation processes are robust and effective.

Monitoring and Reporting of Security Threats and Incidents

EDS engages Rackspace's Managed Security Service to (MSS) provide frontline monitoring and reporting of security threats. Rackspace's MSS offers a multi-layer defense and detection strategy to detect, mitigate and respond to advanced threats. These layers consist of Host-based protection, Net-based protection and Security analytics. Formal notification procedures are in place to ensure that threats are immediately recognized and responded to, as well as to ensure that stakeholders are aware if an event occurs.

All network traffic to and from EDS servers is encrypted and passes through a firewall device that performs screening through deep packet inspection. The firewall identifies, blocks and reports attempted intrusions through an array of sophisticated analytics.

Data Security and Recoverability

EDS I.T. staff implement a sophisticated data backup approach that ensures both high availability and recoverability under virtually any disaster scenario. Data is stored in highly reliable Microsoft SQL Server Databases. Databases are backed up fully each day with incremental backups occurring throughout the day. Database backups are archived daily to remote cloud storage devices to provide additional security against device failures, ransomware and other malware. Servers are imaged weekly to allow quick recovery in the case of a hardware failure or other catastrophic failure.

Disaster Recovery

We have a formal, written disaster recovery plan that addresses all aspects of our operations, including physical damage to our facilities or the facilities of our technology providers, power loss, voice and data network failures, cyberattacks and extreme weather events. Our production servers are hosted by Rackspace, a world-class provider of managed cloud hosting, at their Dallas-Fort Worth data center. Their data centers meet the highest industry standards for continuity and disaster recovery.

In addition, we could quickly (in a matter of a few hours) reconstitute our entire production environment at a different Rackspace data center in the event that their DFW data center was incapacitated or rendered inaccessible. Our telephone systems are designed to failover to any



of our 4 geographically dispersed (Connecticut, New Jersey, Florida and Texas) operations centers in the case of loss of network connectivity to any one operations center.

Data Breach Policy

We have a formal, written data breach response plan that defines our approach to identifying and responding to any event which could compromise the confidentiality or integrity of data stored for our internal use or in our role as data custodian for our clients.

We employ human and technical resources from Rackspace Security Services to protect our data. If a cyberattack is detected, Rackspace Security Services will take immediate action to stop the threat and will notify our staff immediately, 24/7/365. If we believe that client data has been or could have been compromised, we will immediately notify the agency of the situation, including the nature and extent of the information that may have been compromised.

We maintain a cybersecurity insurance policy that will provide us additional financial resources to dedicate experts to analyzing and recovering from a cyberattack or data breach.

END USER IT AND FACILITY INFRASTRUCTURE

Continuity of Operation During Emergency thru Geographic Diversity

Geo-redundant operations centers located in Connecticut (core), Florida, New Jersey, North Carolina, and Texas provide continuity and resiliency against catastrophic events and natural disasters, such as fires, tornadoes, or other situations that might cause a disruption to one operations center for a period of time

All operations centers provide 24/7/365 workspaces for all account coordinator and account management functions. The Extra Duty Solutions headquarters and core operations center in Shelton, Connecticut is designed to maximize the use of high availability solutions throughout. This core operations center is fully tested annually to meet designed requirements as a place of continuous operations and refuge during major events.

EDS' core Operations Center in Connecticut houses the following infrastructure:

- Three (3) independent communication services technologies with four different providers for data and voice circuits.
- Enterprise fiber, business-class coaxial, and dual-provider LTE cellular data connections provide triple redundant internet with automatic real-time failover.
- Our operations center has transitional uninterruptable battery power (UPS) and full backup power provided by a dedicated 250KW generator.
- Building environmental controls are 100% supplemented by our own 10-ton cooling system, which is also redundantly powered by the backup generator.
- Our operations center maximizes high availability IT resiliency solutions throughout. For simultaneous access to critical business systems from our CT, NJ, FL, NC, and TX operations centers, we have built a cloud-based architecture. All software is hosted on geographically-diverse servers with world-class cloud hosting providers.



Workstation and Server Hardware

Business network, computer workstations, firewalls and servers are actively monitored and managed 24/7/365 from a network operations center (NOC). Anti-virus and critical patch management is performed immediately after OEM release and on-site testing. All employees have access to a live help desk and portal for immediate human assistance for workstation or application concerns.

User accounts, data storage and the email systems are monitored and maintained under the strict standards of the Cisco Umbrella™. Using machine learning and artificial intelligence techniques, Cylance PROTECT™ provides malware and cyber-threats monitoring and maintenance.

Cloud-based Architecture

All business-critical systems are cloud hosted using redundant points of service. All critical business systems (call center, ticketing, orders, email, etc.) are available without regard to individual ops center status.

SYSTEM SERVICE EVENTS

Our production servers run Microsoft Windows Server operating systems (2016 & 2019). Since Microsoft releases Windows updates monthly, we schedule a monthly reboot of all of our servers. This reboot is scheduled in advance and typically causes less than 10 minutes of downtime. We schedule server reboots for the early hours of the morning, typically at 2:00 AM Eastern Time.

Operating system patches are installed automatically by Rackspace to our Cloud servers. If patches require a server reboot, the patches are provisionally installed automatically, and EDS IT receives notification that a reboot is required to complete the patch process. IT staff will schedule a reboot of the affected servers within 7 days of being notified. Affected parties will be notified by email in advance of a scheduled server reboot. Scheduled server maintenance is conducted in the late evenings or early morning hours when they will have minimal impact on internal and customer operations.

Application software patches are scheduled in advance. Whenever feasible, they are combined with server reboots to reduce the frequency of maintenance-related downtime for internal and external users.

Over the last year, we have had two incidents where a server malfunction required an emergency reboot. This resulted in approximately 10 minutes of downtime in the middle of a weekday. We have not had any downtime due to server hardware or network failures.

If an unscheduled event or emergency interrupts service, we will normally focus our efforts on immediate resolution of the issue. If the issue can be resolved in less than 15 minutes, it will be logged and documented, but we will not typically initiate our agency notification process. If an issue takes longer than 15 minutes to resolve, we will initiate our agency notification process to provide you with information regarding the nature of the event, the impact on your personnel and the expected time required for resolution. If the time for resolution exceeds the expected



time, we will provide an update to you explaining the situation and when we expect resolution. Once our systems are functioning normally again, we will notify you that the issues have been resolved.

We keep detailed logs of any system outages that affect service delivery.

EDS IT staff implemented a sophisticated data backup approach that ensures both high availability and recoverability under virtually any disaster scenario. Data is stored in highly reliable Microsoft SQL Server Databases. Databases are backed up fully each day with incremental backups occurring throughout the day. Database backups are archived daily to remote cloud storage devices to provide additional security against device failures, ransomware and other malware. Servers are imaged weekly to allow quick recovery in the case of a hardware failure or other catastrophic failure.

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All network traffic to and from EDS servers is encrypted and passes through a firewall device that performs screening through deep packet inspection. The firewall identifies, blocks and reports attempted intrusions through an array of sophisticated analytics.

User accounts, data storage and the email systems are monitored and maintained under the strict standards of the Cisco Umbrella™. Using machine learning and artificial intelligence techniques, Cylance PROTECT™ provides malware and cyber-threats monitoring and maintenance.

CREDIT CARDS

To protect credit card data, a Qualified Security Assessor Company (QSA-C) provides a PCI compliance program for our Merchant Services Account. We also carry data breach and privacy insurance along with third party and employee theft insurance.

CALL ROUTING SOFTWARE

Our call routing software is the same software used by Apple computer support. Our incoming calls are immediately routed to the correct account teams.

TEXT MESSAGING INFRASTRUCTURE

Text message notifications to officers are at the heart of our commitment to fairness and dependability. EDS employs a sophisticated technology solution to ensure that text messages are delivered quickly and reliably. We track the delivery status of every message we send.



While some companies use the free, but unreliable, email gateways that most mobile carriers provide, we work with a vendor that provides a direct connection to the carrier messaging network. All of our text message traffic is paid for and is given priority by the mobile carriers. Because of these direct connections, we are notified when messages are delivered or if there is a delay or problem delivering a message. We capture and store message delivery status to assist with technical troubleshooting and to provide proof of delivery in the case of a dispute.

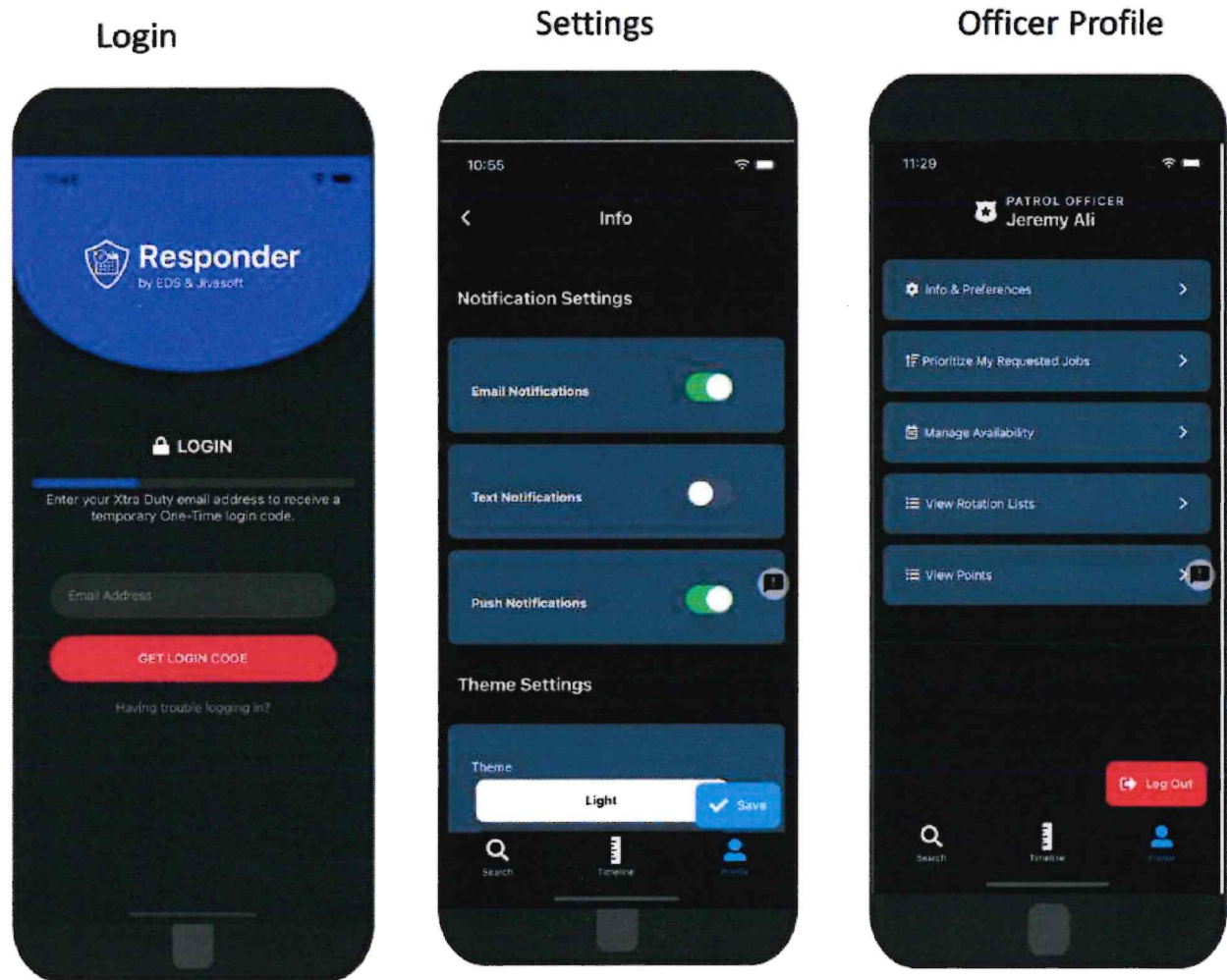
LEGAL AND REGULATORY COMPLIANCE

The EDS management team and IT staff stay current on legal, regulatory and I.T. industry. The company also employs Rackspace Managed Security Services to ensure that the company's I.T. security measures meet U.S. and International standards. EDS undergoes a biennial SOC 2 Audit to ensure that it complies with appropriate laws, regulations, standards, and best practices.



APPENDIX F: SAMPLE SCREENSHOTS

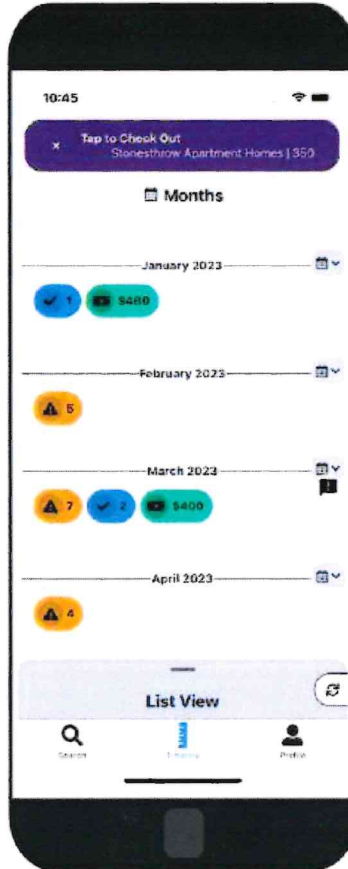
Mobile Phone – Responder Application



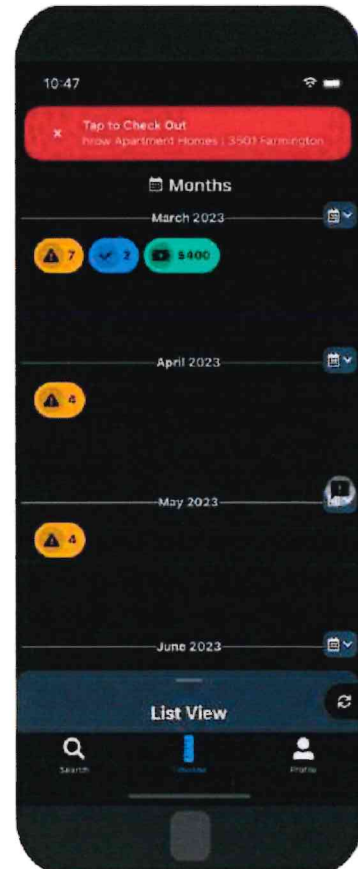
Calendar (light mode)



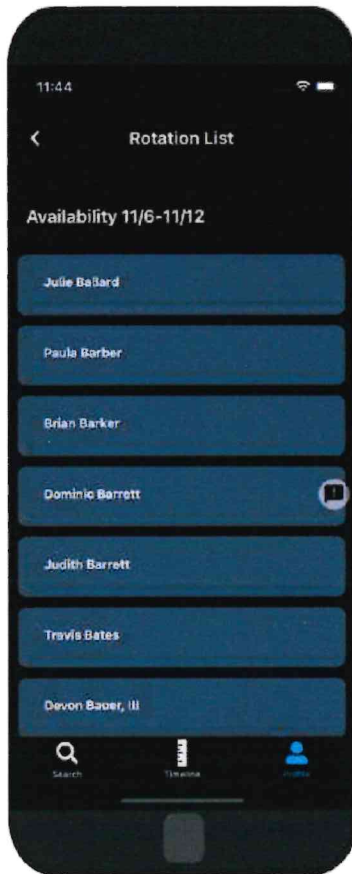
Timeline (light mode)



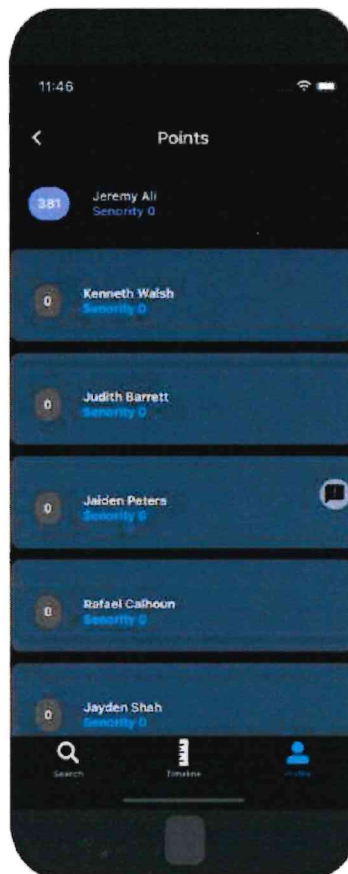
Timeline (dark mode)



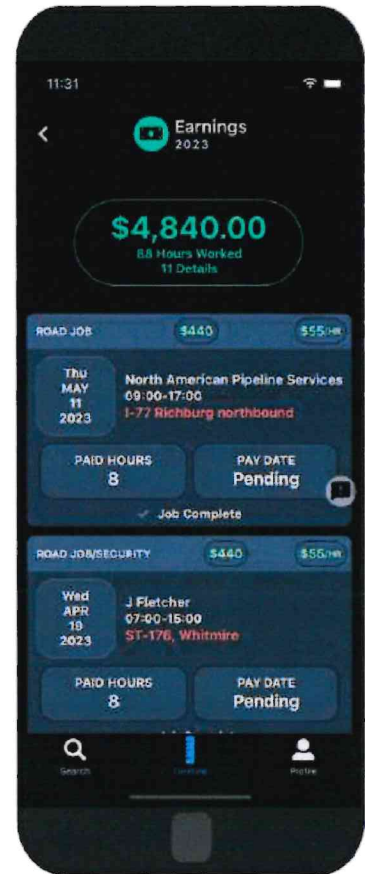
Rotation list



Points



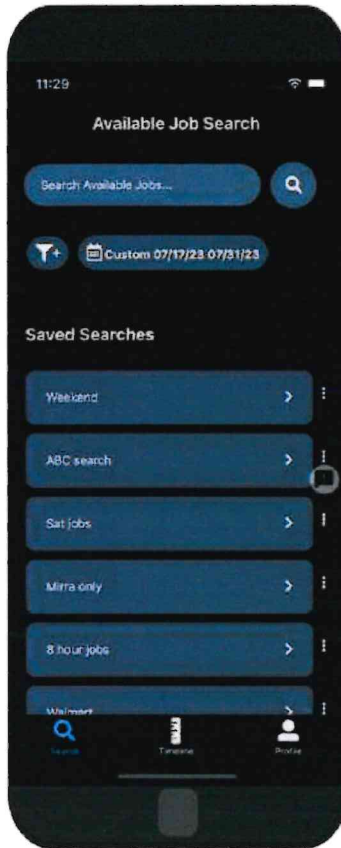
Earnings



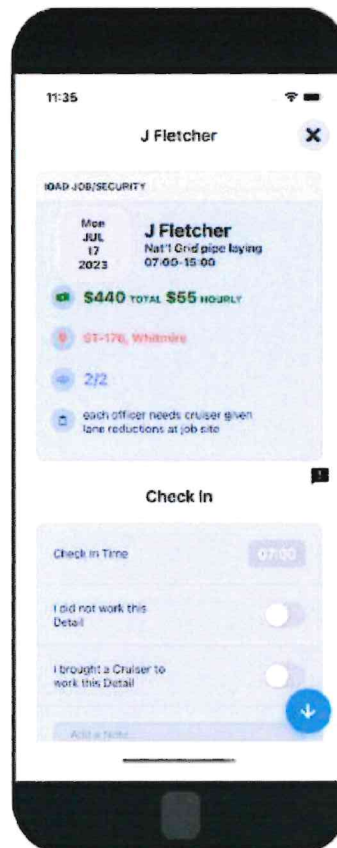
Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)



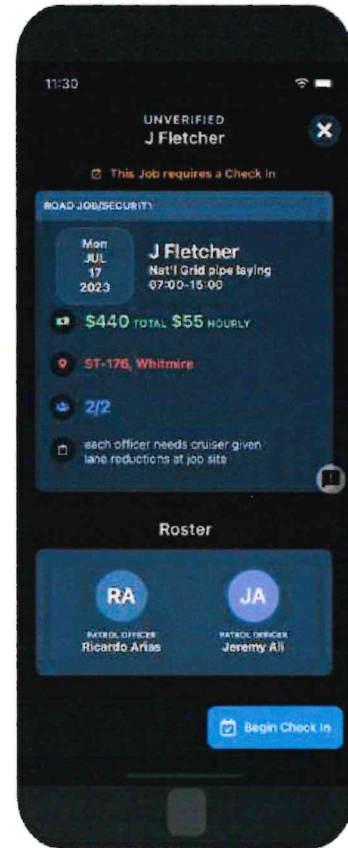
Saved job searches



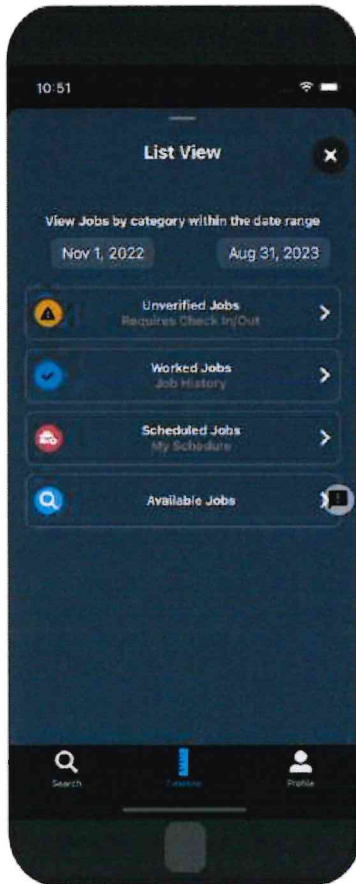
Job details



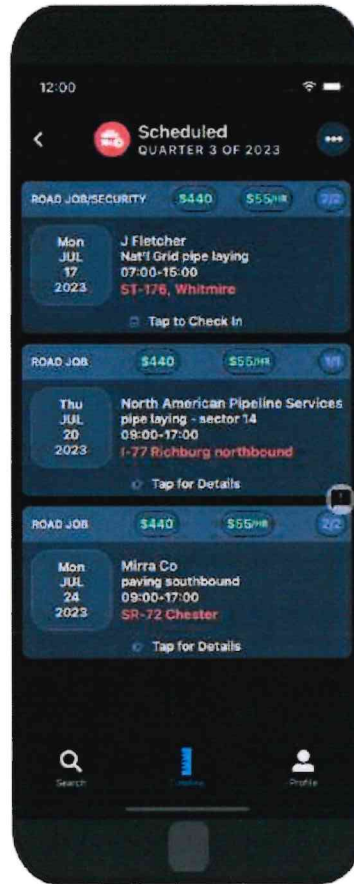
Job details



List view



Scheduled jobs



Worked jobs



Unverified jobs

12:00

Unverified
QUARTER 2 OF 2023

ROAD JOB \$550 \$55/hr 1/4

Tue MAY 16 2023 PSEG Electric paving work 07:00-17:00 I-95, sector 17, Summerville
Tap to Check In

ROAD JOB \$440 \$55/hr 2/2

Mon MAY 22 2023 Mirra Co paving southbound 08:00-17:00 SR-72 Chester
Tap to Check In

ROAD JOB \$550 \$55/hr 1/4

Wed JUN 07 2023 PSEG Electric paving work 07:00-17:00 I-95, sector 17, Summerville
Tap to Check In

ROAD JOB \$550 \$55/hr 3/4

Mon JUN 12 2023 PSEG Electric paving work 07:00-17:00 I-95, sector 17, Summerville
Tap to Check In

Search Tap Profile

Check in/out

9:57

Big Utility Company Inc.

This job requires a Check Out

Check In Time 17:00

Check Out Time 12:00

I did not work this Detail ☐

I brought a Cruiser to work this Detail ☐

Add a Note

Check Out

I attest that the above information is a true and accurate representation of the hours I worked at this detail

Complete Check Out

Help and feedback

11:38

Help & Feedback

Use this screen to contact our team about issues or suggestions.

To help us connect you with the right people, select an option that most closely describes your Feedback.

I like something

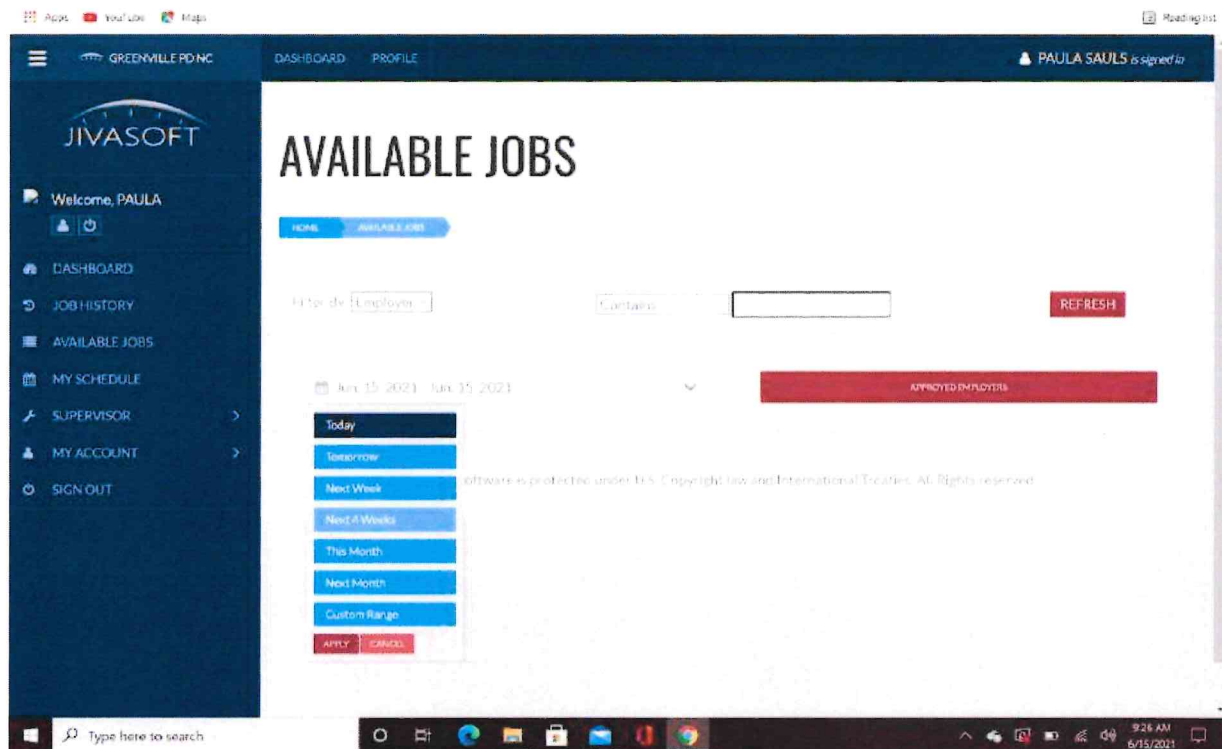
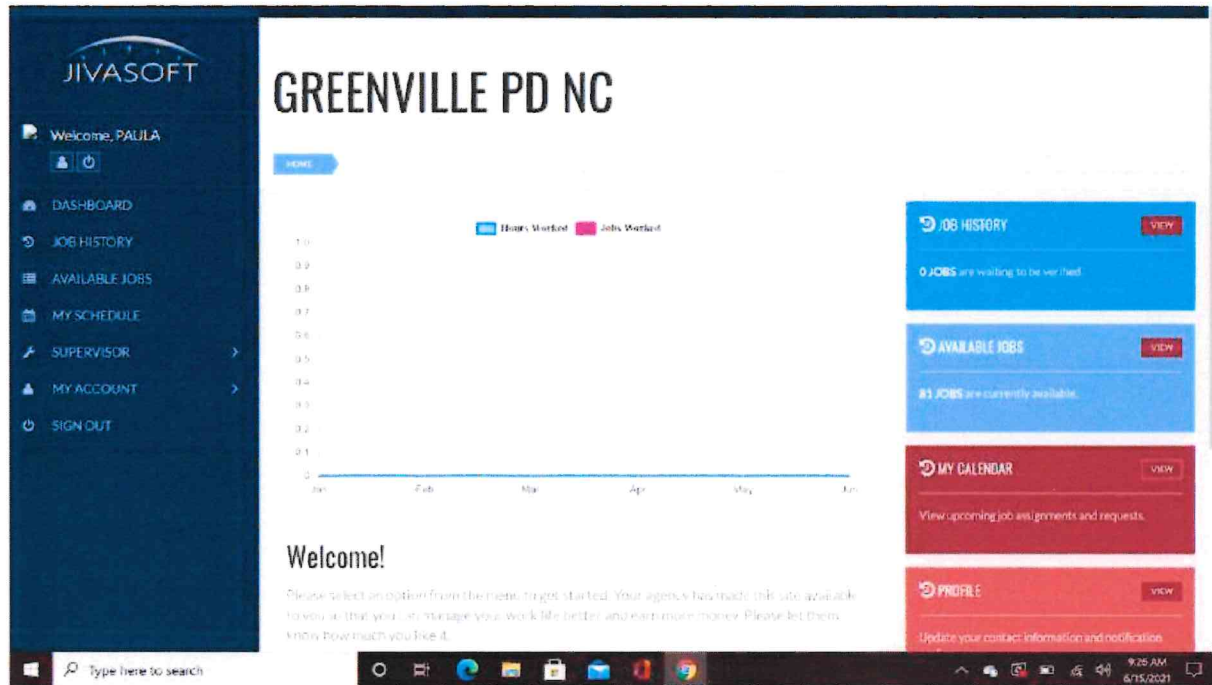
Feedback Title
Give your feedback a title...

Description of feedback
Provide a description of your feedback.

Screenshot
Please ensure the screenshot is relevant to the issue when applicable.

Send Feedback

Web Pages – Officer Portal



Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)



MY FINANCES

Welcome, Ann

2022 Financial Summary

EARNINGS:	\$5,250.32
EST. TAXES OWED:	\$1,250.40
TAXES PAID YTD:	\$500.00
TAXES STILL OWED:	\$750.40

Next Tax Deadline

Use the left 2022 Address and Social Security Number to view through December 31, 2022.

TAXES STILL OWED: \$750.40

2022 Tax Profile

FILING STATE: VIRGINIA

FILING STATUS: SINGLE

EST. W-2 SALARY: \$50,000.00

EST. 1099 INCOME: \$0.00

EST. BUSINESS EXPENSES: \$0.00

2022 Tax Documents

- 2022 Schedule C
- 2022 Income Statement
- 2022 Q1 Tax Payment Voucher (1042-EZ)
- 2022 Q2 Tax Payment Voucher (1042-EZ)
- 2022 Form 1099-INT from Bank of America

Buttons: SAVE CHANGES, SUBMIT TAX PAYMENT

Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)



Web Pages – Customer Portal

Invoices

Region: Region

EXTRA DUTY SOLUTIONS
A HART HALSEY COMPANY

Extra Duty Solutions
(800) 202-3993

REG. TO:
Extra Duty Solutions Detail
6 LOCATIONS

INVOICE

Invoice Number: 000100000
Statement Date: 2024-05-17
Customer ID: 0000000
Location: Greensboro #00000 - 1st
Account Manager: (774) 892-0100
Terms: NET 15
Invoice Ref Code: 1222

DATE	ITEM	LOCATION/TIME/OFFICER	HOURS	RATE	AMOUNT
Monday, 16 May, 2024	Officer	Extra Duty Solutions, 6 Corporate Dr. 1st - 10:00 - 10:00 - Officer, Matt S.	2.00	\$62.50	\$125.00
Monday, 16 May, 2024	Officer	Extra Duty Solutions, 6 Corporate Dr. 1st - 10:00 - 10:00 - Officer, Matt S.	2.00	\$62.50	\$125.00

Proportionate:

BALANCE DUE: \$210.00

Please pay the balance via bank and email with our payment.

Scheduled Details

Buttons: Refresh, Detail History, Cancel

Search, Filters, Groups, Table Settings, Save Settings

Start Date	Customer Name	End Date	Start Time	End Time	Location	Openings	Filled	Officers	Agency Name	Note	Holds	Contact Name	Contact Email	Contact Phone Number	Contact Role
07-08-2024	Extra Duty So...	07-08-2024	07:00	15:00	Main St & Cox...	1	Yes	Julia A. Ensell	Greensboro T...		Name	Ron M. Man...	ronm@edso...	(340) 516-...	***
07-15-2024	Extra Duty So...	07-15-2024	07:00	15:00	Main St & Cox...	1	Yes	Julia A. Ensell	Greensboro T...		Name	Ron M. Man...	ronm@edso...	(340) 516-...	***
07-09-2024	Extra Duty So...	07-09-2024	07:00	15:00	Main St & Cox...	1	Yes	Calvin Swens...	Greensboro T...		Name	Ron M. Man...	ronm@edso...	(340) 516-...	***
07-16-2024	Extra Duty So...	07-16-2024	07:00	15:00	Main St & Cox...	1	Yes	Calvin Swens...	Greensboro T...		Name	Ron M. Man...	ronm@edso...	(340) 516-...	***
07-10-2024	Extra Duty So...	07-10-2024	07:00	15:00	Main St & Cox...	1	Yes	Matthew R. Lu...	Greensboro T...		Name	Ron M. Man...	ronm@edso...	(340) 516-...	***
07-17-2024	Extra Duty So...	07-17-2024	07:00	15:00	Main St & Cox...	1	Yes	Eric G. Signa...	Greensboro T...		Name	Ron M. Man...	ronm@edso...	(340) 516-...	***
07-08-2024	Extra Duty So...	07-08-2024	06:00	10:00	4 South Main St	2	No	Devin Harris	Greensboro T...	Detail Group	Name	EDS Demo	eddemo@ed...	(340) 516-...	***
07-16-2024	Extra Duty So...	07-16-2024	06:00	10:00	4 South Main St	2	No		Greensboro T...	Detail Group	Name	EDS Demo	eddemo@ed...	(340) 516-...	***
07-01-2024	Extra Duty So...	07-07-2024	06:00	12:00	6 Corporate Dr	1	No		Greensboro T...	Officer request	Name	EDS Demo	eddemo@ed...	(340) 516-...	***
07-14-2024	Extra Duty So...	07-14-2024	06:00	12:00	6 Corporate Dr	1	No		Greensboro T...	Officer request	Name	EDS Demo	eddemo@ed...	(340) 516-...	***
07-11-2024	Extra Duty So...	07-11-2024	07:00	15:00	Main St & Cox...	1	Yes	Matthew R. Lu...	Greensboro T...		Name	Ron M. Man...	ronm@edso...	(340) 516-...	***
07-18-2024	Extra Duty So...	07-18-2024	07:00	15:00	Main St & Cox...	1	Yes	Matthew R. Lu...	Greensboro T...		Name	Ron M. Man...	ronm@edso...	(340) 516-...	***
07-12-2024	Extra Duty So...	07-12-2024	07:00	15:00	Main St & Cox...	1	Yes	Joseph E. Pat...	Greensboro T...		Name	Ron M. Man...	ronm@edso...	(340) 516-...	***
07-19-2024	Extra Duty So...	07-19-2024	07:00	15:00	Main St & Cox...	1	Yes	Joseph E. Pat...	Greensboro T...		Name	Ron M. Man...	ronm@edso...	(340) 516-...	***

Shopping Rows: 1 to 13 of 23 A

Request A Detail



Detail History

🔍 Search

⌵ Filter

14 Groups

⚙️ Job Settings

💾 Save Settings

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Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)

APPENDIX G: QUALITY ASSURANCE PLAN

Quality Assurance Plan



Revision Date: 11/30/2022



*Prepared for the City of Asbury Park, NJ
October 10, 2024*

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Packet Pg. 314

Attachment: Extra Duty Solutions (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail Administration)

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OVERVIEW

Extra Duty Solutions (EDS) is committed to applying rigorous quality assurance procedures in all critical aspects of its service delivery operations and infrastructure to achieve the following objectives:

- Identify and correct errors that would be visible externally or that would impact the accuracy or completeness of services applied to external stakeholders before they become externally visible or have external impact.
- Identify and correct errors that are visible internally that increase the cost and reduce the efficiency of internal operations, doing so as early as possible to eliminate downstream impacts
- Utilize data collection and systemic feedback loops to ensure that repeat errors are corrected as close as possible to the source to prevent errors from recurring

RISK CATEGORIES

There are several areas where the complexity and volume of our work processes lead to a higher likelihood of error or to errors that have a substantial, detrimental impact on the quality of the services that we deliver. These risk categories are:

- EDS data entry errors
- Officer errors and omissions
- Special handling and officer notes
- Unfilled details
- Information tracking
- IT infrastructure stability, performance, and recoverability
- Software development
- Communications

APPROACH

Extra Duty Solutions employs several different approaches to improving the quality of our service delivery. Some of the most useful tools that we use are highly specialized reports that identify possible problems in our data. While at first glance, it might seem beneficial to automate the detection and correction of errors completely, our experience has shown us that the judgment and knowledge of experienced employees are an invaluable asset in the proper detection, diagnosis and correction of service delivery failures and other errors. Many of the situations that present themselves as potential errors are not errors at all. It often takes investigative effort by a knowledgeable staff member who is familiar with specific agency rules, coupled with communication with external stakeholders to differentiate an error from a mere outlier. Our goal is to put “suspicious” situations in front of people who can handle complexity and ambiguity with judgment and experience.

EDS DATA ENTRY ERRORS

Many of our customers call us to request the services of off-duty law enforcement officers. Inherent in any interaction where information that is verbally communicated is entered into a



software application is the risk of a typographical error or miscommunication. Our goal is to identify as many potential data entry errors as possible prior to subsequent processing such as officer notification, detail requests or detail assignments.

To identify data entry errors, we run a series of automated reports each day. These reports are reviewed by members of our account management team. Through a combination of algorithmic validation and the judgment of experienced reviewers, we can identify and correct most data entry errors that occur.

Data entry errors are tracked by the employee who made the error. Employees who show a pattern of making data entry errors are subject to disciplinary action.

Late Hold or Award Time Report – All Agencies

- Report is run twice per day.
- EDS staff enters hundreds of details per day. This report flags any detail that has a “hold” time after the start time of the detail, or an “award” time after the start of the detail.
- When EDS staff notices a detail entered that’s set to open (hold) or award after its scheduled start time, the employee will update this time so it properly opens/awards.

Available and Award Times – Specific Agencies

- Report is run daily for certain agencies.
- Some agencies have very specific rules for when details should become available and when they should be awarded.
- This report displays all details entered today for a specific agency and shows the available and award times for each detail.
- Any detail entered today that has a wrong award time is updated so it awards properly with the rest of the details.

Officer Errors and Omissions

After an officer works a detail, the officer is required to indicate the actual times when he/she started and finished working the detail. There are times when officers fail to perform this action. Other times, the officers make errors when checking out of a detail. Certain reports are run regularly and reviewed to identify officer errors and omissions.

Officer Did Not Work – All Agencies

- Report is run daily.
- Report captures all detail assignments for which the officer checked “I did not work this detail” while verifying hours on a detail.
- This option is available for officers to indicate that they did not work a detail.
- Officers occasionally select this option by accident, resulting in the officer not being paid and EDS not invoicing the customer for the detail.



- EDS staff will review this report daily to identify situations where the officer may have accidentally indicated that they did not work. The team member will review officer notes to see if the notes verify or contradict the indication that they did not work.
- If it is not clear from the officer notes whether the officer actually worked, a member of the account management team will contact the officer and verify.

AM/PM Report

- Report is run nightly.
- Officers may confuse AM and PM times when checking in or out of a detail. For example, if an officer worked 7am-3pm they may check out for 3am, which ends up being a 20 hour detail.
- This report flags any detail that was scheduled for less than 12 hours where the officer verified their hours for more than 12 hours.
- Account representatives correct the officer hours when an AM/PM issue is noticed. If appropriate, the officer will be contacted to verify the correct times.

SPECIAL HANDLING AND OFFICER NOTES

There are some routine situations that require intervention by the account management team. These situations are usually specific to certain agencies who have special handling requirements.

Self-Assignments – Specific Agencies

- Report is run multiple times per day for certain agencies.
- Officers currently do not move on rotation lists when they pick up details as “self-assign” (first come first serve).
- Some departments require that officers move on the rotation list if they pick up a detail as “self-assign”.
- Officers are moved on the rotation list as needed based on this report.

Nightly payroll audit – All Agencies

- The nightly payroll audit is run every night, Monday-Friday, by an employee working the overnight shift.
- The overnight employee looks at officer notes for every agency and validates the notes against the verified hours.
- On occasion, officers will verify their hours but write different hours in their notes. The overnight employee will review all notes and make appropriate changes as needed.
- For any odd situations where the notes don’t make sense, the overnight employee will send the details to the Account Manager to review and handle in the morning.

Account Manager Payroll/Invoicing audit – All Agencies

- The Account Manager payroll audit is run on demand, at least on Mondays and Fridays.
- The Account Manager reviews all officer paperwork for his/her agencies.



- If any officer has not yet verified their hours for a completed detail, the Account Manager reaches out via phone call or text message to remind the officer to verify his/her hours.
- Any inaccuracies with cruisers and wrong rates chosen for the detail are identified and fixed at this time.
- Any AM/PM issues caught during this audit that were not adjusted already are fixed.
- Details are split if necessary (ex: the rate on the detail changes to a different rate in the evening)

UNFILLED DETAILS

EDS makes a strong effort to fill every detail with officers from the agency where the detail is scheduled or, when permitted, from neighboring agencies.

Nightly Unfilled Details – All Agencies

- Report is run multiple times per evening.
- Report Identifies all open details for next day.
- The Overflow Coordinator is responsible for filling/outsourcing all next day open details. This report is used as a guideline for the Overflow Coordinator to compare what's still open against what he/she has tried to fill for next day.
- The final report run each night is the last check for the Overflow Coordinator, so he/she can make sure all customers who still have open details tomorrow are notified that one or more of their details cannot be filled.

INFORMATION TRACKING

Service Request Tracking and Escalation

EDS handles a high volume of requests that come from a variety of stakeholders. Some of these requests are complex and require action from multiple EDS staff members or departments to complete. In the absence of a sophisticated mechanism for tracking these requests and escalating them when they are not resolved in an appropriate timeframe, there would be frequent service failures.

EDS employs a problem ticketing system from JIRA. EDS has created custom dashboards for its staff members to monitor and document tasks that are assigned to them. Service level requirements and routing paths have been defined for different types of tasks. When tasks are not completed within the defined service level requirement, the tasks are automatically escalated for review by a more senior member of the appropriate EDS department.

Institutional Knowledge Management

The inevitable turnover of employees can result in a loss of critical institutional knowledge. As part of its strategy to reduce the impact of knowledge loss, EDS employs a knowledge management tool called Confluence. Confluence provides a companywide repository of information, policy, and procedures. This knowledge repository is accessible at any time and updated as needed by subject matter experts. Confluence is a critical tool in the training of new



employees and provides all employees with a shared understanding of the requirements of their jobs and the service expectations of our stakeholders.

IT INFRASTRUCTURE STABILITY, PERFORMANCE, AND RECOVERABILITY

EDS maintains complex IT infrastructure that allows it to provide services to its agencies and customers. Service delivery is provided primarily through a series of cloud servers hosted at Rackspace's Dallas-Forth Worth data center. EDS operates numerous custom and off-the-shelf software products to deliver its services. Routine monitoring and maintenance of this IT infrastructure is performed to facilitate smooth, uninterrupted service delivery.

Database Backups

All customer data is kept in Microsoft SQL Server databases. These databases are backed up incrementally throughout the day. Overnight, we perform a full backup of each database. Each day, all database backups are transferred to non-attached storage to protect against a variety of possible attacks including malware, ransomware, or employee sabotage. Daily reports are sent automatically to the Chief Technology Officer summarizing the database backup activity, highlighting any anomalies or errors. The CTO reviews these reports daily to ensure that backups are running correctly.

Server Monitoring

Weekly, IT staff sign into each server to check memory utilization, CPU usage, I/O performance, disk capacity, and other metrics of server health. In addition, automatic monitoring is configured on key servers to notify IT staff of any excess resource utilization on those servers.

Malware Protection

EDS deploys sophisticated malware protection on its servers. This malware protection is administered from a central dashboard. If malware is detected on any server, IT staff will receive immediate notification via email. Updates to virus signatures and the antivirus engine are performed automatically and are monitored through the dashboard.

Heartbeat Monitoring

There are numerous automated services that have been developed as part of the service delivery platform at EDS. These services include such things as detail assignment, preparation of notifications, and transmission of email, text, and pop message notifications. In order to ensure that these services are running as expected, we have developed and implemented a "heartbeat" monitoring service. If any of these services fail to log their heartbeat within an expected time interval, IT staff are notified, and appropriate action is taken.

Server Imaging

Critical servers are imaged weekly, and the images are transferred to non-attached storage. This action ensures that any mission-critical server could be reconstituted quickly reducing the potential impact on our service delivery.

Standardized Agency Setup Documentation

Configuring the IT infrastructure for new agencies is a complex process that involves several EDS departments. We have developed a standard form that captures all the information



needed to configure our IT infrastructure to support a new agency. Staff in IT and other departments use this document to ensure that the new agency is configured correctly and that no steps in the process are missed.

SOFTWARE DEVELOPMENT

Most of the computer software applications used to deliver services to EDS's agencies and customers is developed and maintained in-house by software developers on the EDS staff. EDS employs a rigorous software development approach to ensure that the software it develops can support high-quality service delivery to our stakeholders.

Requirements Documentation

Requests for new software or modifications to existing software are submitted to the software development team in writing. For more predictable and routine requests, such as reports, we have developed standardized request forms to simplify the communications and decision-making required to complete the request. For more complex or unique requests, EDS personnel provide written requirements. These requirements are reviewed by the development team. As needed, meetings are held with the requesting departments to clarify requirements.

Mock-ups and Prototypes

Whenever practical and appropriate, the software team will create visual mock-ups or skeletal prototypes for the requesting departments to review and approve. It is always our goal to get as much feedback from the requesting departments as early as possible in the development lifecycle to reduce the number and impact of functional gaps, misunderstandings, or evolving requirements.

Software Development Handbook

EDS has developed a software development handbook that is issued to all software development team members. This handbook provides a clear explanation of the software development methodology in use at the company. It also provides detailed, explicit coding standards with which all developers are expected to comply.

Code Review

New or complex programming code is reviewed with senior-level staff to ensure that it meets the company's coding standards. Senior staff meets with the developer to review compliance and to review the completeness and quality of the software. Deficiencies are identified and documented. A follow-up review is performed as needed to ensure that all software that becomes part of our service delivery infrastructure meets standards.

End User Testing

Software used in our service delivery and internal operations must be tested by users before being placed in production. EDS maintains a test server environment that is used to test pre-production software. Only after end-users have documented that the software functions properly will IT staff move the software to production.

Production Logging

All internally developed software applications use extensive logging to document behavior and internal decision making. These log files are used to troubleshoot problems and to identify errors. Log files are archived and kept indefinitely to assist in resolving any controversies that



may arise, even months or years after a service event.

COMMUNICATIONS

Inbound Voice Call Management and Continuity

Inbound voice calls on primary call center channels are recorded for quality assurance and training. Voice recordings are archived for 30 days at the provider's cloud service and archived for 5 years on an onsite server. Recordings are retrieved monthly for review and training. Calls are retrieved as needed for customer review, clarification, and dispute resolution. Phone system redundancy is tested semiannually. The primary call channel (FIVE9) failover to MightyCall phase I (notification) is tested every time the system is unoccupied. Primary fail over to MightyCall - Shelton center, (Phase II) is tested semiannually with a manual programming switch to 3CX after notification.

Data circuit and network redundancy

Inbound data circuits (Fiber, broadband and cellular) are tested for function weekly. Automatic failover is tested semiannually. Network firewall High Availability and remote node control switching circuitry is tested for function semiannually.



APPENDIX H: INSURANCE DOCUMENTS



May 16, 2024

To whom it may concern,

My name is John Gover and I represent Cross Insurance. Cross is one of the largest family-owned insurance brokerages in the United States and has a practice that spans from coast to coast. Our practice and business focus are similar to Extra Duty Solutions, we work tirelessly to serve the client's best interest.

Cross has been the insurance broker for Extra Duty Solutions since 2015 and has designed a robust insurance program that extends coverage to the firm, officer, agency, municipality, and customer when necessary. I lead the Extra Duty engagement on behalf of Cross, and we view ourselves as an extension of the leadership team with the organization. We have taken the responsibility to consult with the team on organizational and operational risk throughout the year, in addition to designing their insurance program. This insurance program undergoes a thorough evaluation every year, and is adjusted when necessary according to market conditions. Furthermore, Extra Duty Solutions routinely consults with Cross to ensure compliance with RFP insurance requirements.

Please see below for a sampling of the insurance program that Extra Duty maintains.

- Commercial General Liability & Excess Liability including Additional Insured, Waiver of Subrogation & Primary Non-Contributory provisions.
- Professional & Technology Errors & Omissions.
- Management Liability
- Network Security, Privacy Liability, Regulatory & Cyber Extortion.
- Commercial Automobile Hired & Non-Owned Liability.
- Workers' Compensation.
- Crime / Employee Theft including theft of Third-Party Property

Many of these policies include the broadest policy enhancements and endorsements that the marketplace has to offer. Building off this, Cross continually benchmarks the Extra Duty Solution insurance program against their industry peers to ensure limit adequacy. For reference, the total coverage limit across all policy lines is \$21 MM, outside of Workers' Compensation. Extra Duty has positioned themselves at or above marketplace trends on all policy lines. The value of proper insurance coverage and risk management is not lost on the firm.

Please don't hesitate to reach out to me if I can answer any further questions about the Extra Duty Solutions insurance program.

John Gover



john.gover@crossagency.com

717-979-9838



Prepared for the City of Asbury Park, NJ
October 10, 2024

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2024

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

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

PRODUCER Cross Insurance 2 Corporate Drive Suite 335 Shelton CT 06484		CONTACT NAME: Dee Bachman PHONE (A/C, No, Ext): 203-254-4518 FAX (A/C, No): 203-254-7580 E-MAIL ADDRESS: dee.bachman@crossagency.com															
INSURED Hart Halsey, LLC dba Extra Duty Solutions 6 Corporate Drive Suite 830 Shelton CT 06484		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Twin City Fire Ins Co</td> <td>29459</td> </tr> <tr> <td>INSURER B : Genini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER C : Ascot Specialty Insurance Company</td> <td>45055</td> </tr> <tr> <td>INSURER D : Indian Harbor Ins Co</td> <td>36940</td> </tr> <tr> <td>INSURER E : Arch Specialty Ins Co</td> <td>21199</td> </tr> <tr> <td>INSURER F : Hiscox Ins Co</td> <td>10200</td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A : Twin City Fire Ins Co	29459	INSURER B : Genini Insurance Company	10833	INSURER C : Ascot Specialty Insurance Company	45055	INSURER D : Indian Harbor Ins Co	36940	INSURER E : Arch Specialty Ins Co	21199	INSURER F : Hiscox Ins Co	10200
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INSURER F : Hiscox Ins Co	10200																

COVERAGES **CERTIFICATE NUMBER:** 1441442088 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		ESGL2410002162-02	5/7/2024	5/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		ESAL2410002163-02	5/7/2024	5/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 0		SXS005659704 ESXS2410003405-01	5/7/2024 5/7/2024	5/7/2025 5/7/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$5M / \$5M excess \$5M \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	16WEQY5BX1	5/7/2024	5/7/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		VGPL001610	5/7/2024	5/7/2025	Per Occurrence/Agg \$3MM / \$3MM
E	Cyber Liability		C-ALPL-101297	5/7/2024	5/7/2025	Per Claim/Agg \$3MM / \$3MM
F	Crime (incl. 3rd Party)		UC2231071324	3/23/2024	3/23/2025	Limit/Deductible \$1MM / \$10K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *The Excess Liability Policy applies to General Liability and Hired & Non-Owned Auto Liability only.

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

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

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ACORD 25 (2016/03)

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Prepared for the City of Asbury Park, NJ
October 10, 2024

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STANDARD INSURANCE COVERAGE IN OUR MUNICIPAL CONTRACTS

A. Insurance.

A.1 General. Without limiting any obligations or liabilities of the Company, the Company shall purchase and maintain, at its own expense the minimum insurance coverage listed in Section 7 with insurance companies duly licensed in the Client's State (admitted insurer) with an AM Best, Inc. rating of A-X (10) or above and an equivalent qualified unlicensed insurer by the State (non-admitted insurer). Failure to maintain insurance as specified may result in termination of this Agreement at the Client's option.

A.2 No Representation of Coverage Adequacy. By requiring insurance herein, the Client does not represent that coverage and limits will be adequate to protect the Company. The Client reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Company from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

A.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Worker's Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Client, as Additional Insured as specified under the respective coverage sections of this Agreement.

A.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Client, unless specified otherwise in this Agreement.

A.5 Primary Insurance. The Company's insurance shall be primary insurance as respects performance of subject Agreement and in the protection of the Client as an Additional Insured.

A.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

A.7 Waiver. The Commercial General Liability and Business Automobile policies shall contain a waiver of rights of recovery (subrogation) against the Client, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the Services of the Company. The



Company shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement hereto.

A.8 Policy Deductibles and or Self Insured Retentions. The policies requirements set forth above may provide coverage that contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provide to the Client. The Company shall be solely responsible for any such deductible or self-insured retention amount.

A.9 Use of Subcontractor. If any Services under this Agreement are subcontracted in any way, the Company shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Client and the Company. The Company shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

A.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Company shall furnish Client with Certificate(s) of Insurance, issued by Company's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the Client on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Company and be sent to the appropriate Client representative. If any of the above cited policies expire during the life of this Agreement, it shall be the Company's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically Client the following provisions:

- a) The Client, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - I Commercial General Liability ISO Form CG 20 10 04 13 or equivalent.
 - II Auto Liability under ISO Form CA 20 48 or equivalent.
 - III Excess Liability Follow Form to underlying insurance.
- b) Company's insurance shall be primary insurance as respects performance of this Agreement.
- c) All Commercial General Liability, Automobile and Excess Liability policies waive rights of recovery (subrogation) against the Client, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by the Company under this Agreement.
- d) Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no



obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

B. Required Insurance Coverage

B.1 Commercial General Liability Insurance. Company shall maintain “occurrence” from Commercial Liability Insurance with an limit of not less than Six Million Dollars (\$6,000,000) for each occurrence, Before this Contract is fully executed by the parties, Company shall provide the Client with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Eleven Million Dollars (\$11,000,000.00) per occurrence combined single limit bodily injury and property damage, and Twelve Million Dollars (\$12,000,000.00) general aggregate. A combination with an excess or umbrella policy may be used to achieve limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The insurance shall be with an insurance company or companies rated A-X or higher in AM Best’s.

B.2 Professional Liability Insurance. Company shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Company, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with a liability insurance limit of Three Million Dollars (\$3,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher by AM Best. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance’s evidencing proper coverage is in effect as required above.

B.3 Data Breach and Privacy Security. Company shall maintain first party data breach coverage, with third party privacy liability and third party network security liability covered. Policy will cover regulatory defense, fines and penalties, compensatory awards, PCI fines, penalties and assessments, computer forensics, notification costs and credit or ID protection costs with a limit of One Million Dollars (\$1,000,000) per occurrence and aggregate.

B.4 Employee Theft. Company shall maintain employee theft coverage including protection against forgery and alteration, inside and outside premises loss, computer funds transfer loss and theft of client property. Policy coverage in include theft of monies owed to Client for employee payroll, Client extra duty administrative fees and Client cruiser fees. Liability limit shall be at least Five Hundred Thousand Dollars (\$500,000).



B.5 Automobile Liability. Company shall maintain Business Automobile Liability Insurance with a limit of One Million Dollars (**\$1,000,000**) per occurrence on Company's owned, hired and non-owned vehicles used in the performance of the Company's Services under this Agreement. Coverage will be at least as broad as Insurance Service Office, Inc., coverage code "1" any auto policy form CA 00 01 10 13 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement. The Client, its agents, representative, officers, directors, officials and employees shall be cited as Additional Insureds under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage than the underlying insurance.

B.6 Worker's Compensation Insurance. The Company shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Company's employees engaged in the performance of Services under this Agreement and shall also maintain Employer Liability Insurance of not less than One Million Dollars (**\$1,000,000**) for each accident, One Million Dollars (**\$1,000,000**) disease for each employee and One Million Dollars (**\$1,000,000**) disease policy limit.





INDEPENDENT ADMINISTRATIVE SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is entered into as of the ____ day of _____, 202_ (hereinafter the "Effective Date"), by and between Hart Halsey LLC dba Extra Duty Solutions, with principal office at 6 Corporate Drive, Suite 830, Shelton CT 06484 (hereinafter "Company"), and _____, with principal offices at _____ (hereinafter "Client").

WITNESSETH:

WHEREAS, the Client desires to retain the Company to provide certain services to the Client on the terms and conditions hereinafter set forth, and the Company desires to continue to perform such services on such terms and conditions;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

1. Administrative Services. Subject to the terms and conditions hereof, the Client hereby engages and appoints the Company to administrate the Client's extra duty program. This will entail:
 - I. Engaging with individuals and representatives of companies, organizations and institutions who wish to hire officers to work extra duty details (hereinafter "Customers") via phone, website interaction or email to explain program rules and rates, vet new customers per department's guidelines, execute the new customer process, receive requests for extra duty details, confirm extra duty details and to gather and communicate any related pertinent information and feedback.
 - II. Scheduling extra duty details with department personnel in a manner consistent with department rules. Communicate as needed with department personnel to confirm detail assignment scheduling and details worked.

- III. Invoicing Customers and following-up on invoice collections in a manner agreed upon with department leadership.
- IV. Manage officer payment process in conjunction with the Client's existing pay roll process cadence. Company will either pay the Client for Officer pay or pay Client Officer's directly, as contractors to the Company, via check and/or direct deposit. The chosen method is at the discretion of the Client.
- V. Collect, from Customers, and pay to the Client within payments detailed in Section 1.IV, any Client administrative fees at a level specified by the Client.
- VI. Manage the feedback loop i.e. initiate and field feedback from customers (good and bad) then share with the appropriate parties in a timely manner
- VII. Provide department leadership with appropriate reporting and transparency into the program on an on-going basis.
- VIII. Accept all Customer credit risk and finance, at sole cost to the Company, all financing "float" costs associated with invoicing Customers. Invoice remittance timing will not affect the time of pay roll and administrative fee payments Company must pay Client under Sections 1.IV and 1.V. See appendix A for operational details.

2. Term

The term of the engagement shall commence on the Effective Date and continue month-to-month unless terminated by either party. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

3. Payment and Invoicing Terms.

In consideration for any and all services which the Company shall render to the Client pursuant to this Agreement, the Company shall charge the Customer an administration fee of 8%. The administration fee will be applied to any extra duty revenue including, but not limited to, officer pay, cruiser fees, K9 fees, flare fees, etc.

4. Changes

Client may, with approval of the Company, change the scope of services to be offered. Such changes shall be made in writing and accepted by the Company in writing.

5. Standard of Care

- a) The Company warrants that services shall be performed by personnel possessing competency consistent with applicable industry standards.
- b) Manner of performance by Company
 - I. Company shall appoint a member of its staff to be the single primary responsible individual for delivering Company's services to Client under this Agreement.
 - II. Company shall keep complete and systematic records of all services purchased by Client. Such records shall include any records relevant to any costs, expenses, or payments incurred or made by Company on behalf of Client, any financial records, procedures and such other documentation pertaining to Company's performance under this Agreement. Company shall preserve all such records for the longest of the following two periods: (i) a term of 5 years after termination of this Agreement or (ii) in accordance with the record retention period mandated by any applicable law. In the event that a legal matter arises requiring preservation of certain records, Company shall suspend destruction of such records as requested by Client or any governmental body. During the term of this Agreement and, thereafter, in accordance with the applicable record retention period, Client shall have the right to inspect, copy and audit those records identified in this Section 5.b.ii during regular business hours.
 - III. Company shall successfully complete a SERVICE ORGANIZATIONAL CONTROL (SOC) 1 type II audit on no less than a bi-annual cadence. Resulting auditor reports will be made available to Client upon request at any time.
 - IV. Company shall store any electronic information received in the performance of this agreement on servers which are housed and maintained in ISO 27001certified and CJIS (Criminal Justice Information Services) compliant data centers.
 - V. Individuals representing the Client in the performance of services detailed in Section 1.I must be W2 employees of the Company and, collectively, be available 24/7/365.

6. Insurance.

6.1 General. Without limiting any obligations or liabilities of the Company, the Company shall purchase and maintain, at its own expense the minimum insurance coverage listed

in Section 7 with insurance companies duly licensed in the Client's State (admitted insurer) with an AM Best, Inc. rating of A-X (10) or above and an equivalent qualified unlicensed insurer by the State (non-admitted insurer). Failure to maintain insurance as specified may result in termination of this Agreement at the Client's option.

6.2 No Representation of Coverage Adequacy. By requiring insurance herein, the Client does not represent that coverage and limits will be adequate to protect the Company. The Client reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Company from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

6.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Worker's Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Client, as Additional Insured as specified under the respective coverage sections of this Agreement.

6.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Client, unless specified otherwise in this Agreement.

6.5 Primary Insurance. The Company's insurance shall be primary insurance as respects performance of subject Agreement and in the protection of the Client as an Additional Insured.

6.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

6.7 Waiver. The Commercial General Liability and Business Automobile policies shall contain a waiver of rights of recovery (subrogation) against the Client, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the Services of the Company. The Company shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement hereto.

6.8 Policy Deductibles and or Self Insured Retentions. The policies requirements set forth above may provide coverage that contain deductibles or self insured retention amounts.

Such deductibles or self insured retention shall not be applicable with respect to the policy limits provide to the Client. The Company shall be solely responsible for any such deductible or self insured retention amount.

6.9 Use of Subcontractor. If any Services under this Agreement are subcontracted in any way, the Company shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Client and the Company. The Company shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

6.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Company shall furnish Client with Certificate(s) of Insurance, issued by Company's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the Client on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Company and be sent to the appropriate Client representative. If any of the above cited policies expire during the life of this Agreement, it shall be the Company's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically afford Client the following provisions:

- a) The Client, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - I Commercial General Liability ISO Form CG 20 10 04 13 or equivalent.
 - II Auto Liability under ISO Form CA 20 48 or equivalent.
 - III Excess Liability Follow Form to underlying insurance.
- b) Company's insurance shall be primary insurance as respects performance of this Agreement.
- c) All Commercial General Liability, Automobile and Excess Liability policies waive rights of recovery (subrogation) against the Client, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by the Company under this Agreement.
- d) Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

7. Required Insurance Coverage

- a) Commercial General Liability Insurance. Company shall maintain “occurrence” from Commercial Liability Insurance with an limit of not less than Six Million Dollars (\$6,000,000) for each occurrence, Before this Contract is fully executed by the parties, Company shall provide the Client with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Six Million Dollars **(\$6,000,000.00)** per occurrence combined single limit bodily injury and property damage, and Seven Million Dollars **(\$7,000,000.00)** general aggregate. A combination with an excess or umbrella policy may be used to achieve limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The insurance shall be with an insurance company or companies rated A-X or higher in AM Best’s.
- b) Professional Liability Insurance. Company shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Company, or anyone employed by Company, or anyone for whose acts, mistakes, and errors and omissions Company is legally liable, with an liability insurance limit of Eleven Million Dollars **(\$11,000,000)** each claims and Twelve Million Dollars **(\$12,000,000)** aggregate all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher by AM Best. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Company shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.
- c) Data Breach and Privacy Security. Company shall maintain first party data breach coverage, with third party privacy liability and third party network security liability covered. Policy will cover regulatory defense, fines and penalties, compensatory awards, PCI fines, penalties and assessments, computer forensics, notification costs and credit or ID protection costs with a limit of One Million Dollars **(\$1,000,000)** per occurrence and aggregate.
- d) Employee Theft. Company shall maintain employee theft coverage including protection against forgery and alteration, inside and outside premises loss, computer funds transfer loss and theft of customer property. Policy coverage includes theft of monies owed to Client for employee payroll, Client extra duty

administrative fees and Client cruiser fees. Liability limit shall be at least Five Hundred Thousand Dollars **(\$500,000)**.

- e) Automobile Liability. Company shall maintain Business Automobile Liability Insurance with a limit of One Million Dollars **(\$1,000,000)** per occurrence on Company's owned, hired and non-owned vehicles used by Company employees in the performance of the Company's Services under this Agreement. Coverage will be at least as broad as Insurance Service Office, Inc., coverage code "1" or any auto policy form CA 00 01 10 13 or equivalent thereof. The Client, its agents, representative, officers, directors, officials and employees shall be cited as Additional Insureds under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage than the underlying insurance.
- f) Worker's Compensation Insurance. The Company shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Company's employees engaged in the performance of Services under this Agreement and shall also maintain Employer Liability Insurance of not less than One Million Dollars **(\$1,000,000)** for each accident, One Million Dollars **(\$1,000,000)** disease for each employee and One Million Dollars **(\$1,000,000)** disease policy limit.

Client employees will not be covered under the Company's worker's compensation insurance. Client shall be responsible for determining what, if any, worker's compensation coverage shall be required for officers while on extra duty and Client and/or Customer shall be responsible for obtaining and keeping in force any such worker's compensation insurance coverage that is required.

8. Independent Contractor

Client acknowledges that the Company is an independent contractor and, as such, shall be responsible for all taxes and other expenses attributable to the rendering of its administrative services hereunder to Client. This Agreement is not intended to, and shall not be construed to; create a joint venture, partnership, or employer/employee relationship as between the parties. Neither the Company nor its employees or agents shall look to Client for vacation pay, sick leave, retirement benefits, Social Security, disability or unemployment insurance benefits, or other employee benefits; nor shall the Client, or their respective employees or agents look to Company for the same. Neither Company nor Client shall be or become liable or bound by any representation, act, or omission whatsoever of the other made contrary to the provisions of this Agreement. Client acknowledges that its officers shall at no time be considered to be employees of Company.

9. Limitation of Liability.

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other for any special, indirect consequential, lost profits or punitive damages.

10. Indemnification Terms.

10.1 Indemnification. To the fullest extent permitted by law, the Company, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Client, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, to the extent relating to, arising out of, or resulted from the negligent acts, errors, mistakes or omissions, of the Company, its agents, employees or any tier of Company's subcontractors related to the Services in the performance of this Agreement. Company's duty to defend, hold harmless and indemnify the Client, its agents, officers, officials and employees as set forth above shall arise only in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness disease, death or injury to, impairment, or destruction of property including loss of use of resulting therefrom.

10.2 Insurance Independence. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

11. Exclusive Use of Services. The Services agreed to be provided by the Company within this Agreement are for the exclusive use of the Client and the Company shall not engage in conflict of interest nor appropriate Client work product or information for the benefit of any third party without consent of the Client. Specifically, THE COMPANY AGREES THEY HAVE NOT AND WILL NOT SIGN SUPPLIER AGREEMENTS OR INDEMNIFY EXTRA DUTY CUSTOMERS OF THE CLIENT AT ANY TIME PRIOR TO EXECUTING THIS AGREEMENT OR DURING THE LIFE OF THIS AGREEMENT.

12. Severability.

Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect and the parties shall interpret this agreement, if possible, to contain a modified provision that is as nearly similar to the invalid provision in terms of intent of the parties as possible without such modified provision itself being invalid.

Any provision shall nevertheless remain in full force and effect in all other circumstances.

13. Survival.

Sections 2 through 12, inclusive, of this Agreement shall survive the expiration or termination of this Agreement in accordance with their terms.

14. Notice.

Any notice required or permitted to be given under this Agreement shall be in writing and deemed effective if either delivered in person or by overnight courier, facsimile or first class mail, certified with return receipt requested, or email. Notices to the Client shall be delivered to:

 Attention: _____
 Email: _____

Notices to the Company shall be delivered to:

Hart Halsey LLC
 6 Corporate Drive, Suite 830
 Shelton CT 06484
 Attention: Rich Milliman
 Email: RMilliman@HartHalsey.com

15. Assignment.

The Agreement is not assignable or transferable by Client. This Agreement is not assignable or transferable by the Company without the written consent of Client, which consent shall not be unreasonably withheld or delayed.

16. Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties hereto with respect to the subject of the Company's engagement by the Client, as provided for herein, and supersedes any and all other understandings, negotiations or agreements relating thereto, and no modification to this Agreement, nor any waiver of any rights, shall be effective unless agreed to in writing by the party to be charged.

17. Section Headings.

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

18. Choice of Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey without regard to the principles of conflicts of laws.

19. Review of Agreement

It is acknowledged that the Client has had ample opportunity to review and consider the terms of this Agreement and to review this Agreement with Client's counsel and has voluntarily agreed to the terms presented, including, without limitation, freely choosing that New Jersey law shall govern this Agreement and all matters dealt with herein, and to waive any other rights it may have, in consideration of the agreements set forth herein.

20. Counterparts.

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This agreement may be executed in counterparts by original or electronic signature, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

21. Force Majeure.

Neither party shall be responsible for delays or failures (including any delay to make progress in the prosecution of any Services) if such delay is caused by extraordinary circumstances beyond the party's control and beyond the party's ability to commercially reasonably work around. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight, embargoes, earthquakes, electrical outages, and severe weather.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first set forth above.

COMPANY:

HART HALSEY LLC

Signature: _____

Name:

Title:

Date: _____

CLIENT:

Signature: _____

Name:

Title:

Date: _____

Attachment: Extra Duty Solutions - Sample Contract (2024-485 : Resolution awarding the RFQ for On-Duty & Off-Duty Police Detail

APPENDIX A: CUSTOMER PAYMENT DETAILS

All credit-worthy customers are offered net 30 payment terms on all extra duty details. Company accepts credit risk on all such customers and finances the financial float associated with payment terms.

Company has the right to deem particular customers non-credit-worthy and require pre-payment from or credit card on file from such customers. Company agrees to not designate any customer as non-credit-worthy, which has been a weekly recurring customer, in consistent good standing, with the Client's extra duty program for at least one year.

Customers deemed to be non-credit-worthy, and customers wishing not to be invoiced for serviced rendered, will have the option of pre-paying via check, credit card, or escrow account. Company has the right to charge a processing fee for credit card transactions of 3% and late payment fees as per Company terms and conditions.

If a Customer utilizes the services of a third party billing service which charges usage fees to the Company, the Company has the right to charge those fees back to the Customer.

The Company's scheduling system within which Officers record their start and end extra duty work times within will be the book of record for Officer hours worked.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-486

The Visiting Nurse Association of Central Jersey agreement to continue to provide professional community nursing services throughout the year of 2025 at the cost of \$90,360.



RESOLUTION NO. 2024-486

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH VISITING NURSE ASSOCIATION OF CENTRAL JERSEY FOR PUBLIC HEALTH NURSING SERVICES

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

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

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

WHEREAS, The Visiting Nurse Association of Central Jersey has agreed to continue to provide professional community nursing services throughout the year of 2025 at the cost of \$90,360; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the City Manager is hereby authorized to enter into a contractual agreement with the Visiting Nurse Association Health Group for the provision of professional nursing services for the calendar year 2025 at a cost not to exceed \$90,360.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-486 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



~~Lisa Esposito, City Clerk~~ 11/14/2024

LISA ESPOSITO
CITY CLERK

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY

AND

THE CITY OF ASBURY PARK

This letter of agreement is made as of the first day of January, 2025 by and between The Visiting Nurse Association of Central Jersey (VNACJ), and the City of Asbury Park, Department of Social Services, for the provision of nursing services to any resident of Asbury Park who may be considered to be psychiatrically or medically “at risk” and in need of services, particularly, the seriously and chronically mentally ill.

Responsibility of the VNACJ

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

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

Responsibility of the City of Asbury Park

1. Be responsible for case management, counseling and administration of the project.
2. Meet with the CHN on a regular basis to assure program coordination.
3. Assure confidentiality of patient files, in compliance with HIPAA; files are to be stored in the computerized record system of the Asbury Park Department of Social Services.
4. Submit necessary reports in compliance with the contract funding source.
5. Provide reimbursement to VNACJ in the amount of \$90,360 payable in monthly increments of \$7530.00.

This agreement shall be in effect from January 1, 2025 through December 31, 2025.

Lillian Nazzaro, Esq., City Manager

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

Date

Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-487

This bond resolution authorized the issuance and sale of \$2,271,000 in general obligation bonds to finance and refinance various capital improvements, through the Monmouth County Improvement Authority's pooled loan financing program.



RESOLUTION NO. 2024-487

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

RESOLUTION AUTHORIZING BONDS AGGREGATING THE PRINCIPAL SUM NOT TO EXCEED \$2,271,000 AUTHORIZED BY TWO BOND ORDINANCES HERETOFORE ADOPTED TO FINANCE PART OF THE COST OF VARIOUS GENERAL IMPROVEMENTS IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY INTO ONE CONSOLIDATED ISSUE OF BONDS AND PROVIDING FOR THE FORM, MATURITIES, SALE AND OTHER DETAILS OF SAID CONSOLIDATED ISSUE

WHEREAS, the City Council of the City of Asbury Park, in the County of Monmouth, New Jersey (the “City”), has heretofore adopted two bond ordinances authorizing bonds to finance part of the cost of various general improvements in the City; and

WHEREAS, it is necessary to issue bonds pursuant to said ordinances in an aggregate principal amount not to exceed \$2,271,000 and it is deemed advisable and in the best interests of the City, for the purpose of the orderly marketing of said bonds and for other financial reasons, to combine the bonds authorized under said two ordinances into one consolidated issue in the aggregate principal amount not to exceed \$2,271,000 pursuant to the Local Bond Law, constituting Chapter 2 of Title 40A of the Revised Statutes of New Jersey; and

WHEREAS, the City has determined to finance said improvements over a term of approximately thirteen (13) years through participation in the Governmental Pooled Loan Program of The Monmouth County Improvement Authority (the “MCIA”), through which various municipalities and other public entities (including the City) will issue their bonds to the MCIA (collectively, the “Local Unit Bonds”), and the MCIA will issue its Governmental Pooled Loan Revenue Bonds, Series 2024 (the “MCIA Bonds”) to the public, secured by payments to be received under the Local Unit Bonds (including the hereinafter-defined Bonds) and additionally secured, indirectly, by the guaranty of the County of Monmouth, New Jersey; and

WHEREAS, the City now desires to authorize the issuance of said consolidated issue of bonds and to provide for the form, maturities, interest rates and other details thereof and for the sale thereof to the MCIA; and

WHEREAS, the MCIA intends to market the MCIA Bonds through the circulation of a Preliminary Official Statement and a final Official Statement of the MCIA, each of which will include, inter alia, certain financial information and operating data relating to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) that:

There shall be issued bonds of the City in the aggregate principal amount not to exceed \$2,271,000 pursuant to the following bond ordinances:

A. An amount not to exceed \$800,000, being a portion of the bonds authorized by the following ordinance entitled: (Ordinance No. 2017-2)

“BOND ORDINANCE PROVIDING FOR VARIOUS 2017 CAPITAL IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$3,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,857,142 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF”,

heretofore finally adopted. The average period of usefulness stated in said ordinance is 15.77 years.

B. An amount not to exceed \$1,471,000, being the amount of the bonds authorized by the following ordinance entitled: (Ordinance No. 2022-16)

“BOND ORDINANCE PROVIDING FOR VARIOUS 2022 CAPITAL IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,641,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,562,855 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF”,

heretofore finally adopted. The average period of usefulness stated in said ordinance is 11.46 years.

Section 2. The bonds referred to in Section 1 hereof are hereby combined into one consolidated issue of bonds in the aggregate principal amount not to exceed \$4,681,100 and are sometimes hereinafter collectively referred to as the “Bonds”. The average period of usefulness for the general improvements financed by the Bonds is 12.97 years. The bonds shall be designated “General Obligation Bonds, Series 2024” and shall be numbered from one (1) consecutively upward with a prefix designating the series. The bonds of said consolidated issue shall be dated the date of delivery of the Bonds and will be issued in fully registered form. The Bonds of said issue (i) shall be dated the date of delivery of the Bonds, (ii) shall mature not later than their stated average period of usefulness, (iii) shall bear interest at the interest rates per annum as determined by the Chief Financial Officer, (iv) shall be sold at such price or prices as determined by the Chief Financial Officer, and (v) may be subject to redemption prior to their stated maturities as determined by the Chief Financial Officer, as shall be set forth in the proposal for the purchase of the Bonds acceptance of which is authorized pursuant to Section 5 hereof. The Bonds shall be numbered one consecutively upward, and will be issued in fully registered form.

Section 3. The Bonds shall bear interest at the respective interest rates per annum as determined by the Chief Financial Officer and as required by the MCIA, payable (unless otherwise provided in the hereinafter-defined Bond Purchase Agreement) on each June 1 and December 1, commencing on June 1, 2025. The Bonds will mature not later than their stated average period of usefulness and shall mature (unless otherwise provided in the Bond Purchase

Agreement) on December 1 in each year in the respective amounts as determined by the Chief Financial Officer and as required by the MCIA. Unless otherwise provided in the Bond Purchase Agreement, (i) the principal of and interest on the Bonds shall be payable to the trustee for the MCIA Bonds (the “MCIA Bond Trustee”) at the corporate trust office of the MCIA Bond Trustee, (ii) the principal of the Bonds shall be payable to the MCIA Bond Trustee on the November 15 prior to each December 1 principal payment date, (iii) interest on the Bonds shall be payable to the MCIA Bond Trustee on the May 15 and November 15 prior to each June 1 and December 1 interest payment date, in the respective amounts accruing to each June 1 and December 1 interest payment date, and (iv) interest on the Bonds shall be calculated on the basis of a 360-day year or twelve 30-day calendar months. The Bonds may be subject to redemption prior to their stated maturities as determined by the Chief Financial Officer, on such terms as shall be set forth in the MCIA’s proposal for the purchase of the Bonds, the acceptance of which by the Chief Financial Officer on behalf of the City is authorized pursuant to Section 5 hereof.

Section 4. The Bonds shall be signed by the Mayor and the Chief Financial Officer, by their manual or facsimile signatures, and the corporate seal of the City shall be affixed thereto, or imprinted or reproduced thereon and shall be attested by the manual or facsimile signature of the City Clerk or Deputy City Clerk of the City.

Section 5. The Bonds are hereby sold and awarded to the MCIA at an aggregate purchase price determined by the Chief Financial Officer pursuant to the terms of the hereinafter-defined Bond Purchase Agreement, which may provide for a purchase price equal to the par amount of the Bonds, plus original issue premium (if any), less original issue discount (if any), and subject to netting to reflect the City’s share of the costs of issuance of the MCIA (including but not limited to the County guaranty premium and the underwriters’ discount). The terms and conditions of such sale will be set forth in a Bond Purchase Agreement between the City and the MCIA (the “Bond Purchase Agreement”), in substantially the form attached hereto as Exhibit A and which by this reference is made a part hereof as if set forth in full herein. The Mayor, Business Administrator and Chief Financial Officer, or any of them (the “Authorized Officers”), are each hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City in substantially such form, with such changes as the officer(s) of the City executing same may approve (such approval to be conclusively evidenced by such officer’s execution thereof). The City Clerk or Deputy City Clerk is hereby authorized to attest to same and to affix the official seal of the City thereto. Such execution and delivery shall constitute the acceptance by the City of the MCIA’s offer to purchase the Bonds. Settlement for the Bonds will be made in immediately available funds on December 19, 2024, or on such other date as may be agreed to by the City and the MCIA.

Section 6. The City hereby consents to the inclusion of financial information and operating data relating to the City, with such changes as may be approved by the Chief Financial Officer of the City, within a Preliminary Official Statement and a final Official Statement of the MCIA for use in marketing the MCIA Bonds. The Chief Financial Officer is hereby authorized to deem the City Information “final” within the meaning of Rule 15c2-12 of the Rules of the Securities and Exchange Commission and to execute and deliver a certificate to that effect.

Section 7. The execution and delivery by an Authorized Officer of a Continuing Disclosure Agreement, if any, to be dated as of the date of closing of the MCIA Bonds, between the City and the trustee for the MCIA Bonds, in such form as shall be approved by such officer, is hereby authorized, such approval to be conclusively evidenced by such officer's execution thereof.

Section 8. The Bonds and the registration provisions endorsed thereon shall be in substantially the following form, with such changes as may be approved by the Authorized Officers executing same, such approval to be conclusively evidenced by their execution thereof:

No. R-__ \$_____

**UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF MONMOUTH**

**CITY OF ASBURY PARK
GENERAL OBLIGATION BOND, SERIES 2024
DATE OF ORIGINAL ISSUE: December __, 2024**

The City of Asbury Park, in the County of Monmouth, New Jersey, hereby acknowledges itself indebted and for value received promises to pay to

THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY (the “Authority”)
c/o U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (the “Trustee”)

the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee on the May 15 and November 15 prior to each June 1 and December 1, commencing June 1, 2025, in an amount equal to the interest accruing to each such June 1 and December 1. This bond as to principal will be payable on the fifteenth day of the month immediately preceding the due date therefor at the corporate trust office of the Trustee. Amounts not paid when due hereunder shall bear interest at the Late Payment Rate until paid. This bond shall be prepayable as set forth in Section 1303 of the bond resolution adopted by the Authority on October 10, 2024 (as the same may be supplemented and amended, the “Bond Resolution”).

Both principal of and interest on this bond is payable in lawful money of the United States of America and in immediately available funds.

As used herein, “Business Day” shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close. “Late Payment Rate” shall mean a rate per annum equal to the lower of (i) three percent above the interest rate that JP Morgan Chase publicly announces from time to time as its prime lending rate, such interest rate to change on the effective date of each announced change in such rate and (ii) the maximum interest rate allowed by law.

The Bonds maturing on or prior to December 1, 20__ are not subject to redemption prior to their stated maturities. The Bonds maturing on or after December 1, 20__ are subject to redemption at the option of the City on or after December 1, 20__ upon notice as described in a bond resolution adopted by the Authority on October 10, 2024, either in whole or in part by lot within a single maturity from maturities selected by the City, on any date, at a redemption price equal to 100%

of the principal amount thereof (the “Redemption Price”), plus in each case accrued interest to the date fixed for redemption.

This bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law of New Jersey, and is one of the Bonds referred to in a resolution of the City of Asbury Park adopted on November 13, 2024 and entitled “RESOLUTION AUTHORIZING BONDS AGGREGATING THE PRINCIPAL SUM NOT TO EXCEED \$2,271,000 AUTHORIZED BY TWO BOND ORDINANCES HERETOFORE ADOPTED TO FINANCE PART OF THE COST OF VARIOUS GENERAL IMPROVEMENTS IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY INTO ONE CONSOLIDATED ISSUE OF BONDS AND PROVIDING FOR THE FORM, MATURITIES, SALE AND OTHER DETAILS OF SAID CONSOLIDATED ISSUE,” and the bond ordinances referred to therein, each in all respects duly approved and published as required by law.

The full faith and credit of the City of Asbury Park are hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the City of Asbury Park, is within every debt and other limit prescribed by such Constitution or statutes.

The City of Asbury Park agrees to pay (i) all costs and expenses (including legal fees) in connection with the administration and enforcement of this bond, which includes but is not limited to costs in connection with the enforcement of the County Guaranty (as defined in the Bond Resolution) and (ii) its share of the amounts payable pursuant to Section 9(vi)(B) of the Bond Purchase Agreement between the City of Asbury Park and the Authority.

IN WITNESS WHEREOF, the City of Asbury Park, in the County of Monmouth, New Jersey has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Municipal Clerk, and this bond to be dated the DATE OF ORIGINAL ISSUE as specified above.

CITY OF ASBURY PARK

By: _____

ATTEST: Mayor

Municipal Clerk Chief Financial Officer By: _____

(Assignment Provision on Back of Bond)

ASSIGNMENT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____ . (Please Print or Type Name and Address of Assignee) the within bond and irrevocably appoints _____ as Attorney to transfer this bond on the registration books of the _____ with full power of substitution and revocation.

NOTICE

The signature of this assignment must correspond with the name as it appears on the face of the within bond in every particular.

Dated:

Signature of Guarantee:

Section 9. Any Authorized Officer is hereby authorized and directed (a) to cause a copy of the written opinion with respect to the Bonds which is to be rendered by the firm of Dilworth Paxson LLP (complete except for omission of its date) to be printed or referred to on the Bonds, and at the time of the original delivery of payment for the Bonds and when such written opinion is rendered, to cause the City Clerk to certify to the truth and correctness of such copy of opinion by executing on each of said Bonds, by manual or facsimile signature, a certificate subjoined to each such copy, and to file a signed duplicate of such written opinion in such City Clerk's office and at each place at which the Bonds are payable, (b) to cause the applicable CUSIP number (if any) assigned for each of said Bonds by the CUSIP Service Bureau of Standard & Poor's Corporation of New York, New York, to be printed on each of the Bonds, and (c) to cause, in the event that the Bonds shall qualify for issuance of any policy of municipal bond insurance at the option of the purchaser thereof, such legend or reference (if any) of such insurance to be printed (at the expense of such purchaser) on the Bonds.

Section 10. Upon the date of issue of the Bonds, being the date of delivery of the Bonds to the MCIA and the payment of the purchase price thereof in accordance with the Bond Purchase Agreement, any Authorized Officer is hereby authorized and directed as of said date of issue, to execute and deliver to said purchaser (a) an arbitrage certification with respect to the Bonds under and for the purpose of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) an accompanying opinion of Dilworth Paxson LLP as of said date of issue with respect to said arbitrage certification for the purposes of said Section 148.

Section 11. The proceeds of the Bonds shall be applied in the amounts and for the purposes provided in Section 1 hereof, and to pay and fund any bond anticipation notes theretofore issued for such purpose and then outstanding.

Section 12. The Authorized Officers are hereby authorized and directed, as is the City Clerk, to execute all documents and certificates, necessary for the sale and delivery of said Bonds. Any action which has been taken prior to the date hereof by the officers, employees, consultants and agents of the City with respect to the sale of the Bonds, and the offering and sale of the MCIA Bonds, are hereby ratified and approved on behalf of the City.

Section 13. This resolution shall take effect immediately.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-487 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



~~Lisa Esposito~~, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK

RESOLUTION AUTHORIZING BONDS AGGREGATING THE PRINCIPAL SUM NOT TO EXCEED \$2,271,000 AUTHORIZED BY TWO BOND ORDINANCES HERETOFORE ADOPTED TO FINANCE PART OF THE COST OF VARIOUS GENERAL IMPROVEMENTS IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY INTO ONE CONSOLIDATED ISSUE OF BONDS AND PROVIDING FOR THE FORM, MATURITIES, SALE AND OTHER DETAILS OF SAID CONSOLIDATED ISSUE

November 13, 2024

WHEREAS, the City Council of the City of Asbury Park, in the County of Monmouth, New Jersey (the “City”), has heretofore adopted two bond ordinances authorizing bonds to finance part of the cost of various general improvements in the City; and

WHEREAS, it is necessary to issue bonds pursuant to said ordinances in an aggregate principal amount not to exceed \$2,271,000 and it is deemed advisable and in the best interests of the City, for the purpose of the orderly marketing of said bonds and for other financial reasons, to combine the bonds authorized under said two ordinances into one consolidated issue in the aggregate principal amount not to exceed \$2,271,000 pursuant to the Local Bond Law, constituting Chapter 2 of Title 40A of the Revised Statutes of New Jersey; and

WHEREAS, the City has determined to finance said improvements over a term of approximately thirteen (13) years through participation in the Governmental Pooled Loan Program of The Monmouth County Improvement Authority (the “MCIA”), through which various municipalities and other public entities (including the City) will issue their bonds to the MCIA (collectively, the “Local Unit Bonds”), and the MCIA will issue its Governmental Pooled Loan Revenue Bonds, Series 2024 (the “MCIA Bonds”) to the public, secured by payments to be received under the Local Unit Bonds (including the hereinafter-defined Bonds) and additionally secured, indirectly, by the guaranty of the County of Monmouth, New Jersey; and

WHEREAS, the City now desires to authorize the issuance of said consolidated issue of bonds and to provide for the form, maturities, interest rates and other details thereof and for the sale thereof to the MCIA; and

WHEREAS, the MCIA intends to market the MCIA Bonds through the circulation of a Preliminary Official Statement and a final Official Statement of the MCIA, each of which will include, inter alia, certain financial information and operating data relating to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) that:

Section 1. There shall be issued bonds of the City in the aggregate principal amount not to exceed \$2,271,000 pursuant to the following bond ordinances:

A. An amount not to exceed \$800,000, being a portion of the bonds authorized by the following ordinance entitled: (Ordinance No. 2017-2)

“BOND ORDINANCE PROVIDING FOR VARIOUS 2017 CAPITAL IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$3,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,857,142 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF”,

heretofore finally adopted. The average period of usefulness stated in said ordinance is 15.77 years.

B. An amount not to exceed \$1,471,000, being the amount of the bonds authorized by the following ordinance entitled: (Ordinance No. 2022-16)

“BOND ORDINANCE PROVIDING FOR VARIOUS 2022 CAPITAL IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,641,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,562,855 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF”,

heretofore finally adopted. The average period of usefulness stated in said ordinance is 11.46 years.

Section 2. The bonds referred to in Section 1 hereof are hereby combined into one consolidated issue of bonds in the aggregate principal amount not to exceed \$4,681,100 and are sometimes hereinafter collectively referred to as the “Bonds”. The average period of usefulness for the general improvements financed by the Bonds is 12.97 years. The bonds shall be designated “General Obligation Bonds, Series 2024” and shall be numbered from one (1) consecutively upward with a prefix designating the series. The bonds of said consolidated issue shall be dated the date of delivery of the Bonds and will be issued in fully registered form. The Bonds of said issue (i) shall be dated the date of delivery of the Bonds, (ii) shall mature not later than their stated average period of usefulness, (iii) shall bear interest at the interest rates per annum as determined by the Chief Financial Officer, (iv) shall be sold at such price or prices as determined by the Chief Financial Officer, and (v) may be subject to redemption prior to their stated maturities as determined by the Chief Financial Officer, as shall be set forth in the proposal for the purchase of the Bonds acceptance of which is authorized pursuant to Section 5 hereof. The Bonds shall be numbered one consecutively upward, and will be issued in fully registered form.

Section 3. The Bonds shall bear interest at the respective interest rates per annum as determined by the Chief Financial Officer and as required by the MCIA, payable (unless otherwise provided in the hereinafter-defined Bond Purchase Agreement) on each June 1 and December 1, commencing on June 1, 2025. The Bonds will mature not later than their stated average period of

usefulness and shall mature (unless otherwise provided in the Bond Purchase Agreement) on December 1 in each year in the respective amounts as determined by the Chief Financial Officer and as required by the MCIA. Unless otherwise provided in the Bond Purchase Agreement, (i) the principal of and interest on the Bonds shall be payable to the trustee for the MCIA Bonds (the “MCIA Bond Trustee”) at the corporate trust office of the MCIA Bond Trustee, (ii) the principal of the Bonds shall be payable to the MCIA Bond Trustee on the November 15 prior to each December 1 principal payment date, (iii) interest on the Bonds shall be payable to the MCIA Bond Trustee on the May 15 and November 15 prior to each June 1 and December 1 interest payment date, in the respective amounts accruing to each June 1 and December 1 interest payment date, and (iv) interest on the Bonds shall be calculated on the basis of a 360-day year or twelve 30-day calendar months. The Bonds may be subject to redemption prior to their stated maturities as determined by the Chief Financial Officer, on such terms as shall be set forth in the MCIA’s proposal for the purchase of the Bonds, the acceptance of which by the Chief Financial Officer on behalf of the City is authorized pursuant to Section 5 hereof.

Section 4. The Bonds shall be signed by the Mayor and the Chief Financial Officer, by their manual or facsimile signatures, and the corporate seal of the City shall be affixed thereto, or imprinted or reproduced thereon and shall be attested by the manual or facsimile signature of the City Clerk or Deputy City Clerk of the City.

Section 5. The Bonds are hereby sold and awarded to the MCIA at an aggregate purchase price determined by the Chief Financial Officer pursuant to the terms of the hereinafter-defined Bond Purchase Agreement, which may provide for a purchase price equal to the par amount of the Bonds, plus original issue premium (if any), less original issue discount (if any), and subject to netting to reflect the City’s share of the costs of issuance of the MCIA (including but not limited to the County guaranty premium and the underwriters’ discount). The terms and conditions of such sale will be set forth in a Bond Purchase Agreement between the City and the MCIA (the “Bond Purchase Agreement”), in substantially the form attached hereto as Exhibit A and which by this reference is made a part hereof as if set forth in full herein. The Mayor, Business Administrator and Chief Financial Officer, or any of them (the “Authorized Officers”), are each hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City in substantially such form, with such changes as the officer(s) of the City executing same may approve (such approval to be conclusively evidenced by such officer’s execution thereof). The City Clerk or Deputy City Clerk is hereby authorized to attest to same and to affix the official seal of the City thereto. Such execution and delivery shall constitute the acceptance by the City of the MCIA’s offer to purchase the Bonds. Settlement for the Bonds will be made in immediately available funds on December 19, 2024, or on such other date as may be agreed to by the City and the MCIA.

Section 6. The City hereby consents to the inclusion of financial information and operating data relating to the City, with such changes as may be approved by the Chief Financial Officer of the City, within a Preliminary Official Statement and a final Official Statement of the MCIA for use in marketing the MCIA Bonds. The Chief Financial Officer is hereby authorized to deem the City Information “final” within the meaning of Rule 15c2-12 of the Rules of the Securities and Exchange Commission and to execute and deliver a certificate to that effect.

Section 7. The execution and delivery by an Authorized Officer of a Continuing Disclosure Agreement, if any, to be dated as of the date of closing of the MCIA Bonds, between the City and the trustee for the MCIA Bonds, in such form as shall be approved by such officer, is hereby authorized, such approval to be conclusively evidenced by such officer's execution thereof.

Section 8. The Bonds and the registration provisions endorsed thereon shall be in substantially the following form, with such changes as may be approved by the Authorized Officers executing same, such approval to be conclusively evidenced by their execution thereof:

No. R-__

\$_____

**UNITED STATES OF AMERICA
STATE OF NEW JERSEY
COUNTY OF MONMOUTH**

**CITY OF ASBURY PARK
GENERAL OBLIGATION BOND, SERIES 2024**

DATE OF ORIGINAL ISSUE: December __, 2024

The City of Asbury Park, in the County of Monmouth, New Jersey, hereby acknowledges itself indebted and for value received promises to pay to

THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY (the “Authority”)
c/o U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (the “Trustee”)

the principal sums on the dates and in the amounts set forth on Schedule A attached hereto and made a part hereof and to pay interest on such sum from the DATE OF ORIGINAL ISSUE of this bond until payment in full at the interest rates per annum and in the amounts shown on Schedule A attached hereto and made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee on the May 15 and November 15 prior to each June 1 and December 1, commencing June 1, 2025, in an amount equal to the interest accruing to each such June 1 and December 1. This bond as to principal will be payable on the fifteenth day of the month immediately preceding the due date therefor at the corporate trust office of the Trustee. Amounts not paid when due hereunder shall bear interest at the Late Payment Rate until paid. This bond shall be prepayable as set forth in Section 1303 of the bond resolution adopted by the Authority on October 10, 2024 (as the same may be supplemented and amended, the “Bond Resolution”).

Both principal of and interest on this bond is payable in lawful money of the United States of America and in immediately available funds.

As used herein, “Business Day” shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close. “Late Payment Rate” shall mean a rate per annum equal to the lower of (i) three percent above the interest rate that JP Morgan Chase publicly announces from time to time as its prime lending rate, such interest rate to change on the effective date of each announced change in such rate and (ii) the maximum interest rate allowed by law.

The Bonds maturing on or prior to December 1, 20__ are not subject to redemption prior to their stated maturities. The Bonds maturing on or after December 1, 20__ are subject to redemption at the option of the City on or after December 1, 20__ upon notice as described in a bond resolution adopted by the Authority on October 10, 2024, either in whole or in part by lot within a single maturity from maturities selected by the City, on any date, at a redemption price equal to 100% of the principal amount thereof (the “Redemption Price”), plus in each case accrued interest to the date fixed for redemption.

This bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law of New Jersey, and is one of the Bonds referred to in a resolution of the City of Asbury Park adopted on November 13, 2024 and entitled “RESOLUTION AUTHORIZING BONDS AGGREGATING THE PRINCIPAL SUM NOT TO EXCEED \$2,271,000 AUTHORIZED BY TWO BOND ORDINANCES HERETOFORE ADOPTED TO FINANCE PART OF THE COST OF VARIOUS GENERAL IMPROVEMENTS IN THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, NEW JERSEY INTO ONE CONSOLIDATED ISSUE OF BONDS AND PROVIDING FOR THE FORM, MATURITIES, SALE AND OTHER DETAILS OF SAID CONSOLIDATED ISSUE,” and the bond ordinances referred to therein, each in all respects duly approved and published as required by law.

The full faith and credit of the City of Asbury Park are hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this bond exist, have happened and have been performed and that the issue of bonds of which this is one, together with all other indebtedness of the City of Asbury Park, is within every debt and other limit prescribed by such Constitution or statutes.

The City of Asbury Park agrees to pay (i) all costs and expenses (including legal fees) in connection with the administration and enforcement of this bond, which includes but is not limited to costs in connection with the enforcement of the County Guaranty (as defined in the Bond Resolution) and (ii) its share of the amounts payable pursuant to Section 9(vi)(B) of the Bond Purchase Agreement between the City of Asbury Park and the Authority.

IN WITNESS WHEREOF, the City of Asbury Park, in the County of Monmouth, New Jersey has caused this bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this bond and the seal to be attested by the manual signature of its Municipal Clerk, and this bond to be dated the DATE OF ORIGINAL ISSUE as specified above.

CITY OF ASBURY PARK

ATTEST:

By: _____
Mayor

Municipal Clerk

By: _____
Chief Financial Officer

Attachment: Asbury Park 2024 MCIA Bonds (2024-487 : Resolution Authorizing Bonds Aggregating The Principal Sum Not To Exceed

(Assignment Provision on Back of Bond)

ASSIGNMENT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____ . (Please Print or Type Name and Address of Assignee) the within bond and irrevocably appoints _____ as Attorney to transfer this bond on the registration books of the _____ with full power of substitution and revocation.

NOTICE

The signature of this assignment must correspond with the name as it appears on the face of the within bond in every particular.

Dated:

Signature of Guarantee:

Attachment: Asbury Park 2024 MCIA Bonds (2024-487 : Resolution Authorizing Bonds Aggregating The Principal Sum Not To Exceed

Section 9. Any Authorized Officer is hereby authorized and directed (a) to cause a copy of the written opinion with respect to the Bonds which is to be rendered by the firm of Dilworth Paxson LLP (complete except for omission of its date) to be printed or referred to on the Bonds, and at the time of the original delivery of payment for the Bonds and when such written opinion is rendered, to cause the City Clerk to certify to the truth and correctness of such copy of opinion by executing on each of said Bonds, by manual or facsimile signature, a certificate subjoined to each such copy, and to file a signed duplicate of such written opinion in such City Clerk's office and at each place at which the Bonds are payable, (b) to cause the applicable CUSIP number (if any) assigned for each of said Bonds by the CUSIP Service Bureau of Standard & Poor's Corporation of New York, New York, to be printed on each of the Bonds, and (c) to cause, in the event that the Bonds shall qualify for issuance of any policy of municipal bond insurance at the option of the purchaser thereof, such legend or reference (if any) of such insurance to be printed (at the expense of such purchaser) on the Bonds.

Section 10. Upon the date of issue of the Bonds, being the date of delivery of the Bonds to the MCIA and the payment of the purchase price thereof in accordance with the Bond Purchase Agreement, any Authorized Officer is hereby authorized and directed as of said date of issue, to execute and deliver to said purchaser (a) an arbitrage certification with respect to the Bonds under and for the purpose of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) an accompanying opinion of Dilworth Paxson LLP as of said date of issue with respect to said arbitrage certification for the purposes of said Section 148.

Section 11. The proceeds of the Bonds shall be applied in the amounts and for the purposes provided in Section 1 hereof, and to pay and fund any bond anticipation notes theretofore issued for such purpose and then outstanding.

Section 12. The Authorized Officers are hereby authorized and directed, as is the City Clerk, to execute all documents and certificates, necessary for the sale and delivery of said Bonds. Any action which has been taken prior to the date hereof by the officers, employees, consultants and agents of the City with respect to the sale of the Bonds, and the offering and sale of the MCIA Bonds, are hereby ratified and approved on behalf of the City.

Section 13. This resolution shall take effect immediately.

AYES:

NAYS:

ABSTAIN:

ABSENT:

EXHIBIT A

FORM OF BOND PURCHASE AGREEMENT

December __, 2024

City of Asbury Park
Asbury Park, New Jersey

To Members:

The undersigned, The Monmouth County Improvement Authority (the “Authority”), offers to enter into the following Bond Purchase Agreement with you (the “Borrower”) which, upon your acceptance of this offer, will be binding upon you and upon the Authority. This offer is made subject to acceptance of this Bond Purchase Agreement by the Borrower on or before the date of Closing (as hereinafter defined), and, if not so accepted, will be subject to withdrawal by the Authority upon notice delivered to the Borrower at the address set forth above at any time prior to the acceptance hereof by the Borrower.

The Borrower acknowledges that the Authority is purchasing the bonds described below with the proceeds of the Authority’s Governmental Loan Revenue Bonds, Series 2024 (Monmouth County Guaranteed) (Belmar Project) (the “Authority Local Unit Bonds”) pursuant to a bond resolution of the Authority adopted October 10, 2024 (said bond resolution, together with any amendments and supplements thereto, is referred to herein as the “Local Unit Bond Resolution”). The Borrower further acknowledges that the Authority will execute a Contract of Purchase pursuant to which it will agree to sell its Governmental Pooled Loan Revenue Bonds, Series 2024 (the “Authority Pooled Bonds”) to the underwriter named therein (the “Underwriter”), the proceeds of which shall be used by the Authority to purchase the Authority Local Unit Bonds. The Authority Pooled Bonds are being issued under and pursuant to Chapter 37A of Title 40 of the New Jersey Statutes and a resolution of the Authority entitled “2024 Governmental Pooled Loan Revenue Bond Resolution” adopted by the Authority on October 10, 2024, as from time to time amended or supplemented in accordance with the terms thereof (the “Bond Resolution”). The Authority agrees to use its best efforts to issue and deliver its Authority Pooled Bonds no later than December __, 2024. The Borrower agrees to comply with the provisions of the Authority’s Bond Resolution as applicable to it.

1. Upon the terms and conditions and upon the basis of the representations, warranties, and covenants set forth herein, the Authority hereby agrees to purchase from the Borrower, and the Borrower hereby agrees to sell to the Authority, \$_____ principal amount of the Borrower’s \$_____ general obligation bonds (the “Borrower Bonds”), on the date on which the Authority initially issues its Authority Pooled Bonds. The Borrower Bonds shall be dated the date of Closing, shall mature not later than forty years from the date of Closing and shall bear interest at the interest rates per annum as shall be approved by an Authority representative and as shall be approved by the Borrower pursuant to the proceedings taken to authorize and issue such Borrower Bonds under the Local Bond Law of the State of New Jersey, N.J.S.A. 40A:2-1, et seq. or other similar law, including, where applicable, the approval of the New Jersey Local Finance Board and under the Borrower’s resolution, adopted November 13, 2024, as amended and

supplemented (including the approval by the Borrower of the principal amortization schedule and the interest rates per annum thereon shall be herein referred to as the “Details Resolution”; all other proceedings of the Borrower taken to authorize the Borrower Bonds shall be herein referred to as the “Local Proceedings”).

2. The purchase price for the Borrower Bonds shall be equal to \$_____ (representing the principal amount of the Borrower Bonds plus the original issue premium of \$_____). The payment for and delivery of the Borrower Bonds and the other actions contemplated hereby to take place at the time of such payment and delivery, herein called the “Closing,” and as hereinafter further described in paragraph 7 hereof.

The Borrower hereby requests that its share of the costs of issuance of the Authority, \$_____, including but not limited to the County guaranty premium and the underwriter’s discount, be netted against the purchase price for the Borrower Bond.

3. The Borrower Bonds shall be as described in, and shall be issued and secured under, the Local Proceedings.

4. It shall be a condition (i) to the obligations of the Borrower to sell and to deliver the Borrower Bonds to the Authority, and (ii) to the obligations of the Authority to purchase, to accept delivery of and to pay for the Borrower Bonds, that the entire issue of Borrower Bonds to be sold pursuant to Paragraph 1 hereof shall be sold and delivered by the Borrower and purchased, accepted and paid for by the Authority at the Closing. The Authority has pledged such Borrower Bonds, when issued, as security for the repayment of the Authority Local Unit Bonds.

5. By virtue of the execution of this Bond Purchase Agreement, the Borrower represents and warrants to, and agrees with, the Authority (and it shall be a condition of the obligation of the Authority to purchase and to accept delivery of the Borrower Bonds that the Borrower shall so represent and warrant as of the date of Closing) that:

(a) The Borrower was duly created and organized as a political subdivision of the State of New Jersey (the “State”), the Borrower is authorized to execute and deliver this Bond Purchase Agreement, to issue the Borrower Bonds, to adopt the Local Proceedings and the Details Resolution and to perform its respective obligations under such instruments and proceedings, the Borrower has the authority to levy *ad valorem* property taxes on all the taxable real property within the geographic area or jurisdiction of the Borrower to provide for the payments required under the Borrower Bonds, and the Borrower Bonds will constitute full faith and credit obligations of the Borrower;

(b) The officers of the Borrower are the duly qualified and presently acting officers of the Borrower;

(c) The Borrower has complied with the provisions of all laws of the State relating to the issuance of the Borrower Bonds and has full power and authority to issue the Borrower Bonds and to carry out and consummate all transactions contemplated to be performed by it pursuant to this Bond Purchase Agreement, the Borrower Bonds, the Local Proceedings and the Details Resolution, and any and all other agreements relating hereto and thereto;

(d) The Borrower will not take any action, or fail or omit to take any action (or to the extent it exercises control or direction, permit any action), with respect to the proceeds of the sale of the Borrower Bonds to the Authority (i) which would result in any of the Borrower Bonds becoming an “arbitrage bond” within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the “Code”), or (ii) which could adversely affect the exclusion from federal gross income of interest on the Borrower Bonds or the Authority Pooled Bonds pursuant to Section 103 of the Code;

(e) At the time of the Borrower’s acceptance of this Bond Purchase Agreement and at all times subsequent thereto up to and including the date of the Closing, the financial and other information supplied by such Borrower to the Authority does not and will not contain any untrue statement of a material fact or omit to state a material fact required or necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(f) The Borrower has duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Borrower Bonds upon the terms set forth herein; (ii) the adoption, delivery and due performance of the Local Proceedings and, as of the date of Closing, the Details Resolution; and (iii) the execution, delivery and performance by the Borrower of this Bond Purchase Agreement, the Borrower Bonds, an arbitrage certificate, and any and all other agreements and instruments that may be required to be executed, delivered and received by the Borrower in order to carry out, give effect to and consummate the transactions contemplated by each of said documents and the Local Proceedings;

(g) Between the date of this Bond Purchase Agreement and the Closing, the Borrower will not, without advising the Authority, issue any bonds, notes or other obligations, other than the Borrower Bonds sold hereby;

(h) To the knowledge of any official of the Borrower, after due inquiry, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of any official of the Borrower, threatened affecting the Borrower wherein an unfavorable decision, ruling or finding would adversely affect (i) the corporate existence or organization of the Borrower or the title to office of any officer of the Borrower or any power of the Borrower, (ii) the validity or enforceability of the Borrower Bonds, the Local Proceedings and, as of the date of Closing, the Details Resolution, this Bond Purchase Agreement, or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in consummation of the transactions contemplated by this Bond Purchase Agreement, (iii) the financial position of the Borrower, or (iv) the tax-exempt status of the Borrower or the exclusion from federal gross income of interest on the Borrower Bonds;

(i) The execution, delivery and performance by the Borrower of the events and documents provided for in this Bond Purchase Agreement, the Local Proceedings, the Details Resolution, and the Borrower Bonds and compliance with the provisions hereof and thereof, will not violate any provision of any law of the State or any applicable judgment, order or regulation of any court or any public or governmental agency or authority of the State and will not conflict with, or result in any breach of any of the

provisions of, or constitute a default under, any agreement or instrument to which the Borrower is a party or by which the Borrower or any of its properties is or may be bound, nor will such action result in any violation of the Constitution or laws of the State relating to the establishment of the Borrower or its affairs, or any statute, order, rule or regulation of any court or of any federal, state or other regulatory agency or other governmental body having jurisdiction over the Borrower, and all consents, approvals, authorizations and orders of any governmental or regulatory agency, including but not limited to, the New Jersey Local Finance Board, which are required for the consummation of the transactions contemplated hereby have been obtained or will be obtained prior to the delivery of the Borrower Bonds, and are or will be in full force and effect;

(j) When delivered to and paid for by the Authority in accordance with the terms of this Bond Purchase Agreement, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or similar laws relating to the enforcement of creditors' rights generally, the Borrower Bonds will be duly authorized, executed, authenticated (if applicable), issued and delivered by the Borrower, and will constitute legal, valid and binding obligations of the Borrower enforceable in accordance with their terms and will be entitled to the benefit of the Local Proceedings and the Details Resolution;

(k) Any certificate which is executed on behalf of the Borrower by any authorized officer of the Borrower, or by any duly appointed agent of the Borrower, and delivered to the Authority shall be deemed to be a representation by the Borrower to the Authority as to the truth of the statements made therein;

(l) If, between the date of this Bond Purchase Agreement and the date of the Closing, an event occurs affecting the Borrower, of which any official of the Borrower has knowledge, which would cause the financial and other information supplied by the Borrower to contain an untrue statement of a material fact or omit to state a material fact required or necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, the Borrower shall notify the Authority, and, if in the reasonable opinion of the Authority, such event requires an amendment or supplement to such information, the Borrower will amend or supplement such information, at the expense of the Borrower, in a form and in a manner approved by the Authority; and

(m) All approvals, consents and orders of any governmental authority or agency having jurisdiction in any matter, including but not limited to the New Jersey Local Finance Board, which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder have been obtained and are in full force and effect.

6. As a condition to the effectiveness of this Bond Purchase Agreement, the Borrower is required to deliver at or prior to the Closing: (A) an opinion of counsel, dated the date of the acceptance hereof and addressed to the County of Monmouth, New Jersey (the "County") and the Authority, to the effect that (i) the Borrower has the right and power to enter into and carry out its obligations under this Bond Purchase Agreement, (ii) the Borrower has duly authorized, executed and delivered this Bond Purchase Agreement, and (iii) this Bond Purchase Agreement is

a valid and binding agreement of the Borrower enforceable in accordance with its terms, subject to (x) applicable bankruptcy, insolvency, moratorium, debt adjustment, reorganization or other similar laws affecting creditors' rights generally, and (y) the availability of any particular remedy; and (B) certified copies of the Local Proceedings.

7. At or prior to 2:00 P.M., New York time, on December __, 2024, or at such earlier or later time on such date as may be mutually agreeable to the Authority and the Borrower, the Borrower will deliver the Borrower Bonds to the Authority in substantially the form provided in Exhibit A to this Bond Purchase Agreement, duly executed, and the Authority will accept delivery, at which time the Authority will, upon receiving the documents hereinafter mentioned, and, subject to the terms and conditions hereof, pay the purchase price for the Borrower Bonds as set forth in Paragraph 2 hereof. Delivery of the Borrower Bonds as provided above shall be at the offices of Bond Counsel to the Authority, or at such other place as shall have been mutually agreed upon by the Borrower and the Authority.

8. The Authority has entered into this Bond Purchase Agreement in reliance upon the accuracy of the representations and warranties of the Borrower contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Borrower of its obligations hereunder at or prior to the date of the Closing. Accordingly, the Authority's obligation under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Borrower Bonds shall be subject to the performance by the Borrower of its obligations to be performed hereunder and under the documents and instruments described herein, at or prior to the Closing, and such obligation shall also be subject to the following conditions:

(a) The representations and warranties of the Borrower contained herein shall be true, complete and correct on the date of the acceptance hereof, and on and as of the date of the Closing with the same effect as if made on the date of the Closing;

(b) At the time of the Closing, the Local Proceedings and the Details Resolution shall be in full force and effect, and shall not have been rescinded, amended, modified or supplemented;

(c) On the date of the acceptance hereof, and on and as of the date of the Closing, there shall have been taken in connection with the issuance of the Borrower Bonds all such actions as shall, in the opinion of the Authority, Bond Counsel to the Authority, and Bond Counsel to the Borrower, be necessary and appropriate in connection with the transactions contemplated hereby;

(d) On and as of the date of Closing, (i) no Event of Default or condition, event or act which with notice or lapse of time or both shall result in an Event of Default shall have occurred and be continuing under the Bond Resolution or the Borrower Bonds and (ii) sufficient funds shall be available to the Authority in the Loan Fund under the Bond Resolution to purchase the Borrower Bonds;

(e) At or prior to the Closing, the Borrower shall have performed all of its obligations required under or specified in this Bond Purchase Agreement and under the

Local Proceedings and the Details Resolution to be performed at or prior to the date of the Closing, and the Authority shall have received each of the following documents:

(1) A certified copy of the record of the Local Proceedings and the Details Resolution;

(2) An unqualified final approving opinion, dated the date of the Closing and addressed to the Borrower, the County, the Underwriter and the Authority, of Bond Counsel to the Borrower, which shall be a firm satisfactory to the Authority, to the effect that (a) the Local Proceedings and the Details Resolution have been validly adopted and are in full force and effect, (b) the Borrower Bonds are legal, valid and binding general obligations of the Borrower enforceable in accordance with their terms and the terms of the Local Proceedings and the Details Resolution and, unless paid from other sources, are payable from *ad valorem* taxes levied upon all the taxable property located within the jurisdiction of the Borrower, without limitation as to rate or amount, and (c) the interest on the Borrower Bonds is excluded from gross income for federal income tax purposes and interest on the Borrower Bonds and any gain on the sale thereof is not includable as gross income under the New Jersey Gross Income Tax Act;

(3) An opinion or opinions, dated the date of the Closing and addressed to the Borrower, the County, the Underwriter and the Authority, of Bond Counsel to the Borrower, to the effect that (a) the Borrower Bonds have been duly authorized, executed and delivered by the Borrower, (b) the Borrower Bonds are exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended, respectively, to the extent provided in such acts, and that it is not necessary in connection with the sale of the Borrower Bonds to the public to register the Borrower Bonds under the Securities Act of 1933, as amended, or to qualify the Local Proceedings or the Details Resolution under the Trust Indenture Act of 1939, as amended, (c) this Bond Purchase Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of the Borrower enforceable in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other laws or equitable principles affecting the enforcement of creditors' rights generally, and (d) nothing has come to such counsel's attention which would cause them to believe that the statements and information relating to the Borrower contained in the Official Statement under the captions "SECURITY FOR THE SERIES 2024 BONDS – Obligation of the Borrowers," "SUMMARY OF CERTAIN PROVISIONS OF THE BORROWER BONDS AND BOND PURCHASE AGREEMENTS - Obligation of the Borrowers," and "SECONDARY MARKET DISCLOSURE - Obligated Borrower Obligation to Provide Continuing Disclosure (except for the last paragraph)" as of its date and as of the date of Closing, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Such letter may state that it is solely for the benefit of the Authority, the Underwriter, the Borrower and the County.

(4) An opinion, dated the date of the Closing and addressed to the Borrower, the County, the Underwriter and the Authority, of counsel to the Borrower, to the effect that (A) there is no litigation pending or, to such counsel's knowledge, threatened against the Borrower wherein an unfavorable decision, ruling or finding would adversely affect (i) the corporate existence or

organization of the Borrower or the title to office of any officer of the Borrower or any power of the Borrower, (ii) the validity or enforceability of the Borrower Bonds, the Local Proceedings, the Details Resolution, this Bond Purchase Agreement, or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in consummation of the transactions contemplated by this Bond Purchase Agreement, (iii) the financial position of the Borrower, or (iv) the tax-exempt status of the Borrower or the exclusion from federal gross income of interest on the Borrower Bonds; and (B) nothing has come to such counsel's attention which would cause him to believe that the statements and information relating to the Borrower contained in the Official Statement under the caption "LITIGATION—The Borrowers" and as of its date and the date of Closing, contained any untrue statement of a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) A certificate or certificates, satisfactory in form and substance to the Authority and the County, of a duly authorized officer of the Borrower, dated as of the date of the Closing, to the effect that (i) each of the representations and warranties of the Borrower set forth in this Bond Purchase Agreement is true, accurate and complete as of the date of the Closing; (ii) the executed copies of this Bond Purchase Agreement and the certified copies of the Local Proceedings and the Details Resolution are true, correct and complete copies of such documents and have not been modified, amended, superseded or rescinded, and remain in full force and effect as of the date of the Closing; (iii) the Borrower Bonds have been duly authorized, executed and delivered by the Borrower; (iv) this Bond Purchase Agreement and any and all other agreements and documents required to be executed and delivered by the Borrower in order to carry out, give effect to and consummate the transactions contemplated hereby have each been duly authorized, executed and delivered by or on behalf of the Borrower, and as of the date of the Closing, each is in full force and effect; (v) no litigation is pending or, to such authorized officer's knowledge, threatened to restrain or enjoin the issuance or sale of the Borrower Bonds or in any way contesting the validity or affecting the authority for the issuance of the Borrower Bonds, the authorization, execution or performance of the Local Proceedings, the Details Resolution, the Bond Purchase Agreement or the existence or powers of the Borrower; (vi) no further authorization, approval, consent or other order of any governmental authority or agency, or of any other entity or person (or persons) is required for the valid authorization, execution and delivery of the Borrower Bonds or the Local Proceedings, the Details Resolution, the Bond Purchase Agreement or any other agreement or instrument to which the Borrower is a party and which is used in the consummation of the transactions contemplated by the Bond Purchase Agreement; (vii) the authorization, execution and delivery of the Borrower Bonds, the Local Proceedings, the Details Resolution, the Bond Purchase Agreement and any other agreement or instrument to which the Borrower is a party and which is used in the consummation of the transactions contemplated by the Bond Purchase Agreement and the fulfillment of the terms and provisions of said agreements and instruments by the Borrower will not, to the best of his knowledge (a) conflict with, violate or result in a breach of any law any administrative order, regulation or decree applicable to the Borrower, or (b) conflict with, or result in a breach of, or constitute a default under, any indenture, mortgage, deed of trust, agreement or other instrument to which the Borrower is a party, or by which it is bound or any order, rule or regulation applicable to the Borrower of any court or other governmental body; (viii) such officer has reviewed the Official Statement dated December __, 2024 relating to the Authority Pooled Bonds (the "Official Statement"); (ix) to the best of such officer's knowledge, the information contained in the Official Statement relating to the Borrower is true and correct, and

the Official Statement, solely with respect to the information relating to the Borrower, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading; (x) there are no facts known to such officer that the Borrower has failed to disclose to the County that, in such officer's opinion, individually or in the aggregate, materially adversely affect or will materially adversely affect the operations, affairs, properties, conditions (financial or otherwise) or prospects of the Borrower and (xi) no event has occurred and is continuing that constitutes or that with notice or the lapse of time or both would constitute a default under the Local Proceedings;

(6) An unqualified opinion of Bond Counsel to the Authority addressed to the Authority to the effect that the purchase of the Borrower Bonds by the Authority, the use of the proceeds thereof by the Borrower as represented by the Borrower to such Bond Counsel and the pledge of the Borrower Bonds under the Local Unit Bond Resolution complies in all respects with the Local Unit Bond Resolution and does not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Authority Pooled Bonds;

(7) An arbitrage certificate, in form and substance satisfactory to Bond Counsel to the Authority, executed by an authorized officer of the Borrower;

(8) A certificate, dated the date of the Closing, signed by official representatives of the Borrower (i) consenting to the use by the Underwriter in the Official Statement of the financial and other information relating to the Borrower and (ii) regarding the "deemed final" nature of certain information concerning the Borrower set forth in the Preliminary Official Statement, in accordance with Securities and Exchange Commission Rule 15c2-12;

(9) If the Authority shall determine that the Borrower is or will be an "obligated person" with respect to the Authority Pooled Bonds within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, an executed Continuing Disclosure Agreement in substantially the form appended hereto as Exhibit B; and

(10) Such additional legal opinions, certificates, instruments and other documents as the Authority or the County may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Borrower's representations, warranties and covenants contained herein and the due performance or satisfaction by the Borrower, at or prior to the Closing, of all agreements then to be performed and all conditions then to be satisfied by the Borrower.

If the Borrower shall be unable to satisfy, after good faith efforts on its part, the conditions to the obligations of the Authority contained in this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Borrower Bonds, or if the obligations of the Authority to purchase, to accept delivery of and to pay for the Borrower Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall immediately terminate and neither the Authority nor the Borrower shall be under further obligation hereunder except as set forth in Section 9 hereof. No failure to purchase Borrower Bonds hereunder due to a failure to satisfy any condition precedent (whether or not within the control of the Borrower) shall give rise to any liability of the Authority to such Borrower.

9. The Authority shall be under no obligation to pay, and the Borrower shall pay (whether or not Borrower Bonds are purchased hereunder), all expenses incidental hereto and to the performance of the Borrower's obligations hereunder, including but not limited to: (i) the cost of the preparation of the Local Proceedings and the Details Resolution; (ii) the cost of the preparation and printing of the Borrower Bonds; (iii) the fees and disbursements of Bond Counsel to the Borrower; (iv) the fees and disbursements of the Borrower's counsel, financial advisor, independent auditor, and advisers, if any, and of any other experts or consultants retained by the Borrower; (v) the fees and disbursements of any paying agent or bond registrar for the Borrower Bonds; (vi) the Borrower's proportionate share of (A) the Authority's Cost of Issuance (as defined in the Bond Resolution) to the extent not paid from proceeds of the Authority Pooled Bonds and (B) the ongoing fees that the Trustee, Paying Agent and Registrar under the Bond Resolution and the Local Unit Bond Resolution charge in connection with the Bond Resolution and the Local Unit Bond Resolution; (vii) the cost of preparing, mailing and delivering any financial or other information about the Borrower; (viii) any applicable taxes or fees for issuance and purchase of any Borrower Bonds or other related expenses; and (ix) all costs and expenses (including legal fees) in connection with the administration and enforcement of the Borrower Bonds, which includes but is not limited to costs in connection with the enforcement of the County Guaranty (as defined in the Bond Resolution). The Borrower's proportionate share of the costs and fees referenced in clause (vi) (A) of the immediately preceding sentence shall be \$_____; provided, however, that to the extent that the Borrower is solely responsible for the incurrence of any payments referenced in clause (vi)(B), the Borrower shall be obligated to make all such payments.

10. Any notice or other communication to be given to the Borrower under this Bond Purchase Agreement may be given by delivering the same in writing at the Borrower's address set forth above, and any notice or other communication to be given to the Authority under this Bond Purchase Agreement may be given by delivering the same in writing to The Monmouth County Improvement Authority, Hall of Records, 1 East Main Street, Freehold, New Jersey 07728, attention: Joseph R. Iantosca, Secretary.

11. This Bond Purchase Agreement is made solely for the benefit of the Borrower, the County and the Authority (including the successors or assigns of each), and no other person shall acquire or have any right hereunder by virtue hereof. All of the Borrower's representations, warranties and covenants contained in this Bond Purchase Agreement shall remain operative and in full force and effect subsequent to the delivery of and payment for the Borrower Bonds pursuant to this Bond Purchase Agreement.

12. This Bond Purchase Agreement shall not be amended nor shall any provision hereof be waived by either party hereto without the prior written consent of the Borrower, the County and the Authority.

13. This Bond Purchase Agreement shall be construed in accordance with and shall be governed by the laws of the State of New Jersey.

14. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof on behalf of the Borrower by such officer authorized by resolution to so execute it, shall be valid and enforceable as of the time of such acceptance and consent and shall

remain in full force and effect until the Borrower Bonds shall have been fully paid in accordance with their terms and all payments due and owing pursuant to paragraph 9 hereof shall have been paid in full.

THE MONMOUTH COUNTY IMPROVEMENT
AUTHORITY

By: _____
William C. Barham
Chairman

Accepted:

This ____ day of December 2024

City of Asbury Park, New Jersey:

By _____

Title _____

Attachment: Asbury Park 2024 MCIA Bonds (2024-487 : Resolution Authorizing Bonds Aggregating The Principal Sum Not To Exceed



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-488

Due to the unexpected need for environmental and railroad engineering reviews required by NJDOT, The City of Asbury Park is requesting a 2-month time extension to award the contract for the Re-construction of First Avenue.



RESOLUTION NO. 2024-488

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

RESOLUTION OF APPROVAL OF A GRANT EXTENSION FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE RE-CONSTRUCTION OF FIRST AVENUE

WHEREAS, the City of Asbury Park applied for and was awarded an FY 2023 Municipal Aid Grant for the purpose of the re-construction of First Avenue; and

WHEREAS, The City of Asbury Park was notified by NJDOT that environmental and railroad engineering reviews which were originally not anticipated are in fact required ; and

WHEREAS, the City is not confident that the reviews will be completed and the City authorized to advertise for bids in time to meet the current award deadline; and

WHEREAS, the completion of these reviews is expected to require an additional two months.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the City of Asbury Park hereby request a grant extension of two months to allow for additional time to allow for the submission of and completion of environmental and railroad engineering reviews by the City and NJDOT.

BE IT FURTHER RESOLVED that City Manager and City Clerk are hereby authorized to sign any additional grant agreements on behalf of the City of Asbury Park related to this extension request.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-488 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



~~Lisa Esposito~~, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-489

This resolution accepts USDOT Safe Streets and Roads for All Program funding and authorizes signatories of a grant agreement with USDOT and FHWA for the development of a comprehensive transportation safety action plan.



RESOLUTION NO. 2024-489

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

RESOLUTION ACCEPTING AWARD OF A SAFE STREETS AND ROADS FOR ALL GRANT FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION AND AUTHORIZING SIGNATORIES

WHEREAS, the City received notification from the United States Department of Transportation (USDOT) that the City was awarded \$160,000.00 from the Fiscal Year 2023 Safe Streets and Roads for All Federal program (Federal Award No. 693JJ32540070) for the development of a comprehensive transportation safety action plan for the City of Asbury Park; and

WHEREAS, the USDOT and City of Asbury Park must establish and execute a signed, mutually agreed upon grant agreement prior to the obligation to award funds; and

WHEREAS, The Federal Highway Administration (FHWA) is responsible for the establishing and executing of a Safe Streets and Road For All Grant Agreement with the City of Asbury Park.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey accepts the grant in the amount of \$160,000.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor, City Manager and City Clerk are hereby authorized to sign any and all documents associated with the grant.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution is to be forwarded to the Director of Transportation, City Clerk and City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-489 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.



~~Lisa Esposito~~, City Clerk 11/14/2024

LISA ESPOSITO
CITY CLERK

- | | | | | | | | | | | | |
|---|--|----------------|-----------|------------------|----------|----------------------|-----|--------------|-----|--------|-----------|
| <p>1. Federal Award No.
693JJ32540070</p> <p>4. Award To
City of Asbury Park
One Municipal Plaza
City of Asbury Park, NJ 07712</p> <p>Unique Entity Id.: CLMGKMSN8X35
TIN No.: 21-6000035</p> <p>6. Period of Performance
Effective Date of Award – 24 months</p> <p>8. Type of Agreement
Grant</p> <p>10. Procurement Request No.
HSA240478PR</p> <p>12. Submit Payment Requests To
See Article 5.</p> <p>14. Description of the Project

The Development of a Comprehensive Transportation Safety Action Plan for the City of Asbury Park including goals and strategies related to new infrastructure, educational campaigns, and policies that will lead to greater transportation equity and safety across all modes of transportation.</p> | <p>2. Effective Date
See No. 16 Below</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590</p> <p>7. Total Amount</p> <table border="0"> <tr> <td>Federal Share:</td> <td style="text-align: right;">\$160,000</td> </tr> <tr> <td>Recipient Share:</td> <td style="text-align: right;">\$40,000</td> </tr> <tr> <td>Other Federal Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Other Funds:</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$200,000</td> </tr> </table> <p>9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)</p> <p>11. Federal Funds Obligated
\$160,000</p> <p>13. Accounting and Appropriations Data
15X0174E50.0000.055SR30500.5592000000.41010.61006600</p> | Federal Share: | \$160,000 | Recipient Share: | \$40,000 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$200,000 |
| Federal Share: | \$160,000 | | | | | | | | | | |
| Recipient Share: | \$40,000 | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | |
| Total: | \$200,000 | | | | | | | | | | |

RECIPIENT**15. Signature of Person Authorized to Sign**

Signature Date
Name: Lillian J. Nazzaro
Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION**16. Signature of Agreement Officer**

Signature Date
Name: Hector Santamaria
Title: Agreement Officer

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2023 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Asbury Park (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the City of Asbury Park Comprehensive Transportation Safety Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**ARTICLE 2
APPLICATION, PROJECT, AND AWARD**

3.D.16.a

2.1 Application.

Application Title: The City of Asbury Park Comprehensive Transportation safety Action Plan

Application Date: July 7, 2023

2.2 Award Amount.

SS4A Grant Amount: \$160,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

See Block 6 of Page 1

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

**ARTICLE 3
SUMMARY PROJECT INFORMATION**

3.1 Summary of Project's Statement of Work.

The project will be completed in one phase.

The project to be called The City of Asbury Park Comprehensive Transportation Safety Action Plan and seek to develop goals and strategies related to new infrastructure, educational campaigns, and policies that will lead to greater transportation equity and safety across all modes of transportation within the City. The City's small size and dense development has led to many conflicts between pedestrians, micromobility users, and motor vehicles. The intention of this program is to improve the safety of all roadway users and promote a stronger and more equitable transportation network. Speeding, irresponsible operation of motor vehicles, bicycles, and electric micromobility vehicles, and an extremely high demand on parking are three areas the city hopes to improve on.

This project will assess the transportation infrastructure currently in place for compliance with all up to date regulations and requirements, evaluate collision data to identify unsafe locations and recommend solutions, record pedestrian, micromobility, and motor vehicle volume and speed data and establish and recommend traffic calming solutions throughout the city.

Attachment: SS4A Grant Agreement (2024-489 : Safe Streets and Roads for All Grant Award and Agreement)

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	June 12, 2024
Planned Draft Plan Completion Date:	September 30, 2025
Planned Final Plan Completion Date:	November 30, 2025
Planned Final Plan Adoption Date:	December 31, 2025
Planned SS4A Final Report Date:	January 31, 2026

3.3 Project's Estimated Costs.**(a) Eligible Project Costs**

Eligible Project Costs	
SS4A Grant Amount:	\$160,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$40,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$200,000

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4**RECIPIENT INFORMATION****4.1 Recipient Contact(s).**

James Bonanno
 Director of Transportation
 City of Asbury Park
 One Municipal Plaza Asbury Park, NJ 07712
 732-502-5762
 James.Bonanno@cityofasburypark.com

4.2 Recipient Key Personnel.

3.D.16.a

Name	Title or Position
James Bonanno	Director of Transportation

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – New Jersey
Agreement Officer's Representative (AOR)
840 Bear Tavern Road, Suite 202
West Trenton, NJ 08628
609-637-4200
Newjersey.fhwa@dot.gov

and

Jason Simmons
New Jersey Division Office Lead Point of Contact
Community Planner
840 Bear Tavern Road, Suite 202
West Trenton, NJ 08628
609-637-4208
Jason.simmons@dot.gov

Attachment: SS4A Grant Agreement (2024-489 : Safe Streets and Roads for All Grant Award and Agreement)

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “**AO**”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327. Note: This clause is only applicable to grants that do not include construction.

In accordance with 2 CFR 200.308(c)(6), unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

Note: For agreements with an effective date after October 1, 2024, this clause will conform with the revised 2 CFR 200.308(f).

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “**AOR**”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System.

The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

3.D.16.a

- (f) The requirements set forth in these terms and conditions supersede previous financial invoice requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2.** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination law including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funds will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

Attachment: SS4A Grant Agreement (2024-489 : Safe Streets and Roads for All Grant Award and Agreement)

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

3.D.16.a

Study Area: The City of Asbury Park

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity [for all Grants]	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs [for all Grants]	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

Attachment: SS4A Grant Agreement (2024-489 : Safe Streets and Roads for All Grant Award and Agreement)

ATTACHMENT B CHANGES FROM APPLICATION

3.D.16.a

Describe all material differences between the scope, schedule, and budget described in the application and the scope schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" in Section 3.3 of the table.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

Attachment: SS4A Grant Agreement (2024-489 : Safe Streets and Roads for All Grant Award and Agreement)

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

3.D.16.a

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The Project will evaluate the pedestrian, bicycle and motor vehicle transportation network currently in place and identify areas that are not ADA compliant or are hazardous to those with disabilities. This includes an evaluation of the eleven existing rail crossings within The City of Asbury Park. The NJ TRANSIT North Jersey Coast Line travels through the center of the city dividing it into two which historically became a significant racial division. Recommendations are expected to be developed to improve connections across the rail line to not only address crashes and safety concerns but to also better connect the city’s minority and low income population with job, food, and assistance opportunities throughout the city. Additionally, safety improvements are expected to be recommended of existing bicycle/micromobility infrastructure which will result in the further promotion of a modal shift away from motor vehicles and support the expansion of the existing scooter/bicycle share programs providing more transportation options to those without access to motor vehicles.

Attachment: SS4A Grant Agreement (2024-489 : Safe Streets and Roads for All Grant Award and Agreement)

ATTACHMENT D
CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

3.D.16.a

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

Attachment: SS4A Grant Agreement (2024-489 : Safe Streets and Roads for All Grant Award and Agreement)

	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. Supporting Narrative.

The project will be using the EJScreen tool or a similar tool to identify environmental justice communities and address safety concerns within the transportation network in these communities. Improving safety for pedestrian and micromobility transportation will further support a modal shift in passenger movement from motor vehicles and result in reduced emissions.

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
X	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The request for proposals will include a requirement for a Disadvantaged Business Enterprise (DBE) or Emerging Small Business Enterprise (ESBE) portion of the consultant effort in accordance with regulations set by U.S Department of Transportation, 49 CFR Part 26. The North Jersey Transportation Planning Authority requires a 13.23% minimum for DBE/ESBE contributions on all grants issued to constituents. The City of Asbury Park will utilize this same minimum for the development of this Action Plan.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, November 13, 2024
RESOLUTION SUMMARY

2024-491



RESOLUTION NO. 2024-491

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

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING CONCERNING REGIONAL CONTRIBUTION AGREEMENT PROGRAM CLAIMS

WHEREAS, Lanece Ferguson, Margaret Ree Crumitey, Tempie Fraiter, Alexandra Noel Converse, Timothy James Roselle, and Felicia Simmons, both individually and as representatives of a putative class of other persons who are similarly situated (“Class Plaintiffs”), have alleged claims against the City of Asbury Park (“City”) related to the City’s administration of its former Regional Contribution Agreement Program (“RCA Program”), including that the City allegedly failed to satisfy certain obligations relating to the regional affordable housing obligations under the New Jersey Constitution’s requirement to provide affordable housing and thereby allegedly violated the constitutional rights of the Class Plaintiffs and other actual or potential Asbury Park tenants; and

WHEREAS, without admitting to any fact, fault, or liability, the City has entered into negotiations with the Class Plaintiffs for purposes of exploring an early resolution of the Class Plaintiffs’ claims; and

WHEREAS, the Class Plaintiffs have made a settlement demand to the City, which the City is reviewing; and

WHEREAS, the City and the Class Plaintiffs (collectively referenced as the “Parties”) desire to reduce to writing in the attached Memorandum of Understanding (“MOU”) their agreement to engage in non-binding settlement negotiations to determine whether an amicable resolution to the Class Plaintiffs’ claims may be reached.

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

1. That the City Attorney is hereby authorized to execute the attached MOU.
2. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution.
3. That a certified copy of this Resolution shall be provided to each of the following:

- . Lillian L. Nazzaro, Esq.;
- . Frederick C. Raffetto, Esq., Municipal Attorney;
- . Michael J. Edwards, Esq.; and
- . Eric J. Nemeth, Esq.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-491 which was finally adopted by the City Council at a meeting held on the 13th day of November, 2024

CERTIFIED BY ME THIS 14th DAY OF November, 2024.

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, November 13, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-468 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

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.

PROCLAMATION

1. Recognizing November 13, 2024 as "Jaiden Day"

Karyn Moskowitz of Interfaith Neighbors presented photos of community events with "Jai At Play" and the Mayor's Wellness Committee.

Mayor and Council presented a proclamation to Jaiden Farrell recognizing November 13, 2024 as "Jaiden Day."

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Ahbez-Anderson stated, Good Evening to everyone, I do not have anything to report on Recreation, we are taking a hiatus and we will reorg and report back to you in February.

Council member Chapman had no matters at this time.

Council member Clayton 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, Lillian Nazzaro had no matters at this time.

Matters from City Attorney

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

2. 2024 Best Practices

CFO, JoAnn Boos presented the 2024 Best Practices review to Mayor and Council.

3. Presentation of proposed redevelopment by 209-213 Fourth Avenue, LLC for 201 Kingsley Street Block 4003, Lot 7

Presentation of the proposed development of a three-story restaurant and bar for property located at 201 Kingsley Street.

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Ahbez-Anderson to open the meeting to the public. All were in favor. The following members of the public spoke: Caitlyn Dabney and Nancy Sabino made comments about the 201 Kingsley Street redevelopment presentation; and Matthew Whelan made a comment about the holiday tree lighting ceremony, and storefront window display contest for local businesses.

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 [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Amy Quinn, John Moor
ABSTAIN:	Yvonne Clayton

1. Municipal Council- Executive Meeting October 23, 2024 4:00 PM
2. Municipal Council - Regular Meeting - Oct 23, 2024 6:00 PM

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

- 2024-469 Resolution Approving Special Event Applications
- 2024-470 Resolution Authorizing the Mayor & City Council to Execute a Subordination of Mortgage for David Beatty for Property Located at 700 Second Avenue, Asbury Park, New Jersey
- 2024-471 Resolution Authorizing the Mayor & City Council to Execute a Discharge of Mortgage for John & Linda Nguyen for Property Located at 1202 Sunset Avenue, Asbury Park, New Jersey
- 2024-472 Resolution Amending Resolution 2024-300 Approving 2024-2025 Alcoholic Beverage Control License For TBD, Inc.-D/B/A/ TAKA Restaurant In The City Of Asbury Park, County Of Monmouth, New Jersey, In Certain Limited Respects
- 2024-473 Resolution Accepting Mental Health Grant From New Jersey, Department of Human Services, Division of Mental Health Services

INDIVIDUAL RESOLUTIONS

- 2024-474 Resolution Approving Payment of Bills

RESULT:	ADOPTED [4 TO 0]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-475 Resolution Authorizing the Purchase of Personal Protection Turnout Gear for the Fire Department

RESULT:	ADOPTED [4 TO 0]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-476 Resolution Authorizing the Purchase of a Rescue Strut Kit for the Fire Department

RESULT:	ADOPTED [4 TO 0]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-477 Resolution Authorizing Purchase of Lumber and Hardware for Beach Lockers

RESULT:	ADOPTED [4 TO 0]
MOVER:	Yvonne Clayton, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
AWAY:	Amy Quinn

2024-478 Resolution Authorizing the Purchase of a New Fire Department Pumper Apparatus

RESULT:	ADOPTED [4 TO 1]
MOVER:	Angela Ahbez-Anderson, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS:	John Moor

2024-479 Resolution Authorizing Monmouth-Ocean Educational Services Commission (MOESC) Cooperative Purchasing Membership

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

2024-480 Resolution Authorizing Various Repairs Needed to the Fire Department Reserve Ladder Apparatus

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

2024-481 Resolution Authorizing the Annual Renewal of First Due Software for the Fire Department

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

2024-482 Resolution Approving Change Order 12 for Memorial Drive Improvements Project

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

2024-483 Resolution Approving Change Order #3 for the 2022 Roadway Improvement Program

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

2024-484 Resolution Amending the Amount Due for the 4th Avenue and Heck Street Playground

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

2024-485 Resolution Awarding a Contract for Software and Management Concerning the Scheduling, Fee Structure, Payment Processing and Record Keeping of On-Duty and Off-Duty Police Detail Administration

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

2024-486 Resolution Authorizing An Agreement With Visiting Nurse Association of Central Jersey For Public Health Nursing Services

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

2024-487 Resolution Authorizing Bonds Aggregating The Principal Sum Not To Exceed \$2,271,000 Authorized By Two Bond Ordinances Heretofore Adopted To Finance Part Of The Cost Of Various General Improvements In The City Of Asbury Park, County Of Monmouth, New Jersey Into One Consolidated Issue Of Bonds And Providing For The Form, Maturities, Sale And Other Details Of Said Consolidated Issue

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

2024-488 Resolution of Approval of a Grant Extension from The New Jersey Department of Transportation for the Re-Construction of First Avenue

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

2024-489 Resolution Accepting Award Of A Safe Streets And Roads For All Grant From The United States Department Of Transportation And Authorizing Signatories

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

2024-491 Resolution Authorizing The Execution Of A Memorandum Of Understanding Concerning Regional Contribution Agreement Program Claims

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

ADJOURNMENT

The meeting was adjourned at 7:04 PM

A motion to close the meeting was made by Council member Ahbez-Anderson and seconded Council member Chapman. Meeting adjourned at 7:04 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk