Agenda
Meeting of the Municipal Council
Tuesday, November 22, 2016
REGULAR MEETING

I. **Executive Session - 5:00 p.m.**

A. Personnel

1. Performance Review - City Manager
2. Performance Review - City Clerk

B. Contract Negotiations

1. Michaels Group and Interfaith Neighbors Development Property Transfer Proposal
2. Professional Service Contracts

II. **Regular Meeting - 7:00 p.m.**

A. Roll Call / Call To Order

B. Silent Prayer/Moment of Reflection

C. Salute to the Flag

D. 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 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

E. Special Events

F. Matters from City Council

1. Reorganziation Meeting Date and Time

G. Matters from City Manager

H. Matters from City Attorney

I. Public Participation

J. Minutes

- Municipal Council - Regular Meeting - Nov 9, 2016 7:00 PM
- November 9, 2016 Executive Session Minutes

K. 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.

2016-448 Special Event Applications

2016-449 Resolution authorizing the payment of payroll in the amount of $919,465.11

2016-450 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2016 Budget

2016-451 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 2016 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Springwood Park

2016-452 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 2016 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - JAG Grant

L. Individual Resolutions

2016-453 Resolution Authorizing The Payment Of Bills In The Amount Of $2,447,483.49

2016-454 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey, authorizing compensation payment to Fil James Lao upon his separation of employment

2016-455 Authorizing the Purchase of an Exchange Server for the Police Department

2016-456 A Resolution of the city of Asbury Park Releasing the Performance Bond for the Saint James, a Condominium, 300-302 Cookman Avenue (Block 3207, all lots)

M. Ordinances

1. Introduction

2016-49 An Ordinance Amending And Supplementing Chapter IV "General Licensing", Section 4.9 "Display Of Merchandise In Public Areas; Outdoor/Sidewalk Cafes", Subsection 4.9-5 "Annual Licensing Fees" of the "Code of the City Of Asbury Park, New Jersey."

2016-50 An Ordinance Amending and Supplementing Section 4-1 "Business Licenses" by Amending Subsections 4-1.4 "Fees" and Section 4-1.9 "Standards of Operation; Revocation or Suspension; Complaints" of Chapter IV, "General Licensing," of the "Code of the City of Asbury Park, New Jersey."

2016-51 An Ordinance Amending and Supplementing Subsection 3-38.2, Entitled "Penalties," of Section 3-38 "Use Of Bicycles," Of Chapter III, "Police Regulations," of the "Code of the City of Asbury Park, New Jersey."

2016-52 Vacating and Dedicating Boston Way Right Of Way

2. Second Reading/Public Hearing

2016-48 An Ordinance Amending and Supplementing Chapter XXVIII "Health Regulations" by Adding Subsection 28-4 "Sterile Syringe Access Program" of the "Revised General Ordinances of the City of Asbury Park, New Jersey

N. Adjournment

Minutes
Meeting of the Municipal Council
Wednesday, November 9, 2016
REGULAR MEETING

Attendee Name	Title	Status	Arrived
John Moor	Mayor	Present	
Amy Quinn	Deputy Mayor	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

City Clerk Cindy Dye announced the following: "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 Star Ledger on January 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk."

PRESENTATION BY THE ASBURY PARK HOUSING AUTHORITY

At the request of the Asbury Park Housing Authority this presentation be removed from the agenda.

SPECIAL EVENTS APPLICATIONS

Leesha Floyd was present to review the special event applications with the Council.

53rd Annual Asbury Park Polar Bear Races

Rotary Club of Asbury Polar Plunge

REVIEW OF AGENDA ITEMS FOR NOVEMBER 9, 2016 REGULAR MEETING

City Manager Capabianco review the agenda items with the City Council.

MATTERS FROM CITY COUNCIL

Council Member Clayton stated that the next expungement seminar is November 19 at St. Stephens.

Deputy Mayor Quinn stated that APTV put in a new sound system. She thanked the APTV Committee.

Mayor Moor stated that the Asbury Park Music Foundation applied for a grant for concerts at Springwood Ave. Park. He requested that everyone vote for this grant. He also stated that the Veterans Day ceremony is on Friday at 10 a.m. at Veterans Park. He stated that Ocean County Success Center had a soft opening last Friday at 1201 Springwood Avenue.

MATTERS FROM CITY MANAGER

City Manager Capabianco stated that the snow policy will be out shortly. He also indicated that he would not recommend the City to apply for the TAP grant for Wesley Lake bridge. He feels that this should be a joint grant with the City and Neptune. He thanked Carrie Turner of Madison Marquette for all her work in the past year.

MATTERS FROM CITY ATTORNEY

City Attorney Raffetto has no matters.

PUBLIC PARTICIPATION

Councilwoman Chapman moved to opened the meeting to the public. Council Member Kendle seconded the motion. All were in favor.

The following members spoke during the public portion of the meeting: Randy Thompson, Nancy Sabino

Councilwoman Chapman moved to close the meeting to the public. Council Member Kendle seconded the motion. All were in favor.

MINUTES

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

1. Municipal Council - Work Session - Oct 24, 2016 6:00 PM**Accepted**
2. Executive Session Minutes of October 26, 2016
3. Municipal Council - Regular Meeting - Oct 26, 2016 7:00 PM**Accepted**

CONSENT AGENDA RESOLUTIONS

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

2016-433 Resolution Authorizing Approval of Special Event Applications

2016-434 Resolution authorizing the payment of payroll in the amount of $925,099.95

2016-435 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Authorizing a Refund due of Overpayment of Taxes due to a Large Decrease in Assessed Value of Property

2016-436 Resolution To Credit Sewer Account (1027 ½ Mattison Avenue, Block 604 Lot 22)

2016-437 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 2016 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Drive Sober

2016-438 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 2016 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Body Armor

2016-439 Resolution Authorizing the Disposition of Surplus Property

INDIVIDUAL RESOLUTIONS

2016-440 Resolution Authorizing the Payment Of Bills in the Amount of $1,868,285.45

Mayor Moor requested that PO 16-03376 be pulled from the bill list.

Councilwoman Chapman requested to abstain from PO 16-03009.

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

2016-441 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2016 Budget

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

2016-442 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey, authorizing compensation payment to Michael Mautner upon his separation of employment

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

2016-443 A Resolution for Permission to Apply for a FEMA AFG Grant

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

2016-444 A Resolution Awarding a Contract for Environmental Services for Tax Block 803, Lots 1-14, in the City of Asbury Park also Known as the "Turf Club" to Lewis Consulting Group, Incorporated

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

2016-445 Resolution of the Mayor and City Council of the City of Asbury Park Authorizing the Execution of a Subsequent Developer Agreement With AP Block 176 Venture Urban Renewal LLC

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

2016-446 Resolution Authorizing the Issuance of Non-Recourse Redevelopment Area Bonds of the City of Asbury Park in an Aggregate Principal Amount not to Exceed $17,500,000 (Block 4002 Infrastructure Project)

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

ORDINANCES

Introduction

2016-47 Repealing Section 9-3, Entitled "Licensing of Cats; Fees," of Chapter IX "Animal Control" of the "Code of the City of Asbury Park, New Jersey."

Public hearing is scheduled for December 14, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/14/2016 7:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Moor, Quinn, Chapman, Clayton, Kendle

2016-48 An Ordinance Amending and Supplementing Chapter XXVIII “Health Regulations” by Adding Subsection 28-4 “Sterile Syringe Access Program” of the “Revised General Ordinances of the City of Asbury Park, New Jersey

Public hearing is scheduled for November 22, 2016.

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 11/22/2016 7:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Moor, Quinn, Chapman, Clayton, Kendle

Second Reading/Public Hearing

2016-45 Ordinance of the City of Asbury Park Authorizing the Execution of a Financial Agreement with AP Block 176 Venture Urban Renewal LLC and Granting a Tax Exemption

Motion made by Deputy Mayor Quinn and Seconded by Mayor Moor to Amend Ordinance 2016-45.

Councilwoman Chapman moved to opened the meeting to the public. Council Member Kendle seconded the motion. All were in favor.

Rita Marano spoke during the public portion of the meeting.

Deputy Mayor Quinn moved to close the public portion of the Meeting and Council Member Clayton seconded the motion. All were in favor.

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

2016-46 An Ordinance of the City of Asbury Park, in the County of Monmouth, State of New Jersey, Providing for the Special Assessment of the Cost of Certain Wastewater, Stormwater, Roadway, Streetscape, Utility and Other Infrastructure Improvements on Block 4002, Lot 1 within the Asbury Park Waterfront Redevelopment Area and Establishing a Mechanism for Payment of the Cost Thereof

Council Member Kendle moved to opened the meeting to the public. Council Member Clayton seconded the motion. All were in favor.

No one spoke from the public.

Deputy Mayor Quinn moved to close the public portion of the Meeting and Council Member Clayton seconded the motion. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk

RESOLUTION NO. 2016-448

City of Asbury Park
County of Monmouth
State of New Jersey

SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on November 22, 2016 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Downtown Tree Lighting
2. Holiday Sing Along for Tree Lighting
3. Springwood Park Tree Lighting
4. New Year's Day Run
5. Plunge to Freeze out Lupus
6. Third Annual Tutu Run
7. RunAPalooza
8. NJ Brain Tumor Walk
9. Memorial Day Week Carnival
10. Back to School Carnival

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, CINDY A. DYE, 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. 2016-448 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

CINDY A. DYE
CITY CLERK

ASBURY PARK

SPECIAL EVENTS PERMIT APPLICATION

Date Received: _______________ APP. # ________

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events(1Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. ***All application fees are non refundable and must be submitted with this application.*** *Contact Leesha Floyd at 732.502.5759or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483*

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Downtown Tree Lighting

DATE(S): 12-3-16 **Rain Date:** n/a

HOURS OF EVENT: From 5 pm **To:** 7:30 pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Press Plaza

Name of Applicant/Organization: Asbury Park Chamber of Commerce

Address: 1201 Springwood Ave.

Contact: Sylvia Sylvia **Phone:** 732-775-7676

Fax: ____________ **Email:** sylvia@asburyparkchamber.com

Non-Profit? Yes ____ **No** ____ **Tax Exempt ID Number:** ____________

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: The Asbury Park Chamber of Commerce will host a holiday tree lighting event for the community. The event will include singers from the NJ Gay Men's Choir as well as refreshments.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. ***NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
Yes ______ No___x__ If yes, please explain ______________________________

____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: ___50____________
ADMISSION CHARGE? YES_____ NO___x___ IF YES, HOW MUCH ______________
VENDOR CHARGE? YES_____ NO____x__ IF YES, HOW MUCH ______________

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO ___x__ Please Give Details:

____

____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: ____Chamber personnel will clean all debris______

____

____

____

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: ______________________

____

____

____

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.**
***Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.**
***All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.**
***If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.**

______________________________ ___11-10-16________
Signature of Applicant ***Date***

____Sylvia Sylvia-Cioffi____________
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant $ __tbd________ **Total Fees Collected $**____________

ASBURY PARK SPECIAL EVENT FEE SCHEDULE- Revised November 25, 2015

ASBURY PARK

SPECIAL EVENTS PERMIT APPLICATION

Date Received: ______________ APP. # ________

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events(1Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. ***<u>All application fees are non refundable and must be submitted with this application.</u>*** *Contact Leesha Floyd at 732.502.5759or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483*

<u>PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017</u>

NAME OF EVENT: Holiday SingALong for Tree Lighting on Cookman Ave.

DATE(S): 12/3/16 **Rain Date:** —

HOURS OF EVENT: From 3:30 **To:** 5:00

<u>EXACT</u> LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Council Chambers

Name of Applicant/Organization: Alphabets Preschool Center / Estha Piekarski

Address: 701 GRand Ave. Asbury PARK NJ 07712

Contact: Esth. Piekarski **Phone:** 732-775-1582 / cell 732-513-1088

Fax: 732-775-6353 **Email:**

Non-Profit? Yes ____ **No** X **Tax Exempt ID Number:** —

If yes, please provide non-profit certificate I Am a community Provider for the Asbury PARK School District

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:

Alphabets invites the family and children to participate in a holiday party where we have YOSI, Children's musician, perform for them. We have some refreshments. Than we walk down to the tree lighting at [illegible] PLAZA and we ~~[illegible]~~ carol down the street as well as sing at the lighting.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. ***<u>NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.</u>***

OVER

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
Yes ______ No X If yes, please explain ______________________

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 60 - 70
ADMISSION CHARGE? YES_____ NO X IF YES, HOW MUCH ______________
VENDOR CHARGE? YES_____ NO X IF YES, HOW MUCH ______________

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO X Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: whatever is needed, I will take care of

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: I need the space.

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.
*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.
*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.
*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

[signature]
Signature of Applicant

11/15/16.
Date

Esther Piekarski
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant $__________ Total Fees Collected $__________

ASBURY PARK

SPECIAL EVENTS PERMIT APPLICATION

Date Received: ______________ APP. # __________

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events(1Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. ***All application fees are non refundable and must be submitted with this application.*** *Contact Leesha Floyd at 732.502.5759or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483*

PLEASE BE AWARE THAT PARK RENTAL FEES & OTHER FEES MAY CHANGE IN 2017

NAME OF EVENT: Springwood Park Christmas Tree Lighting

DATE(S): 12/10/16 **Rain Date:** N/A

HOURS OF EVENT: From 5pm **To:** 7pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Springwood Park

Name of Applicant/Organization: City of AP

Address: 1 Municipal Plaza

Contact: LeeshA / Cassandra **Phone:** ______

Fax: ______ **Email:** ______

Non-Profit? Yes ____ **No** ____ **Tax Exempt ID Number:** ______

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Christmas tree lighting

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. ***NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

City of Asbury Park Special Events Application   Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
Yes ______ No ✓ If yes, please explain ________________________________

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 100
ADMISSION CHARGE? YES_____ NO ✓ IF YES, HOW MUCH ________________
VENDOR CHARGE? YES_____ NO ✓ IF YES, HOW MUCH ________________

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO ✓ Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: ________________________________

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: trash cans, electricity

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.
*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.
*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.
*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Keesha Klug   11/10/16
Signature of Applicant   *Date*

Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant $ n/A   Total Fees Collected $ n/A

ASBURY PARK

SPECIAL EVENTS PERMIT APPLICATION

Date Received: ________________ APP. # __________

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11. All applications are to be received by the Asbury Park Department of Special Events no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application. Contact Leesha Floyd at 732.502.5759 for additional information. Fax number is 732.775.1483

NAME OF EVENT: 2017 New Year Day Run

DATE(S): 1/1/2017 **Rain Date:** n/a

HOURS OF EVENT: 11:00am- 1:00pm

EXACT LOCATION: YOU ARE REQUESTING TO STAGE YOUR EVENT: 5k route starting across from the Biergarten lake side running on the sidewalk along Wesley Lake to boardwalk, on boardwalk from North end to through Casino.

Name of Applicant/Organization: Split Second Racing
Address: PO Box 542, Rumson, NJ 07760
Contact: Doug Rice **Phone:** 732-915-9139
Fax: ______________ **Email:** DRice@raceforum.com
Non-Profit? Yes ____ **No** x **Tax Exempt Number** ______________
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOUR WILL BE STAGING: 5k run

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. ***NOTE: sketch should show the dimensions of exhibit booths, structures, etc.***

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
Yes ______ **No** __x__ **If yes, please explain** ______________________________

____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _____100__________
ADMISSION CHARGE? YES__x___ **NO**______ **IF YES, HOW MUCH:** ___$25__________
VENDOR CHARGE? YES_____ **NO**___x___ **IF YES, HOW MUCH** ________________

WILL YOU REQUIRE A STREET CLOSING? YES ____ **NO** __x___
Please Give Details: ____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: ___Volunteers will be present on corners directing participants on course.______________________________________

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: ______________________________

____

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of fire Prevention.**

***Asbury Park requires minimum liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as "the additional insured." All insurance policies are to be provided to the Special Events Department not less than 10 days prior to the date of the event.**

***All estimated fees and/or costs the city of Asbury Park may incur as a result of the city issuing a special event permit to stage this event must be paid in advance by certified or cashier's check, not less than 5 business days in advance of the event date.**

______________________________ 9/27/2016
Signature of Applicant ***Date***

Doug Rice
Print Name of Applicant

Total fees co

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: ______________ APP. # ________

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application. Contact Leesha Floyd at 732.502.5759 for additional information. Fax number is 732.775.1483

NAME OF EVENT: Plunge to Freeze Out Lupus

DATE(S): 2/18/2017 **Rain Date:** ____________

HOURS OF EVENT: From 10:00Am **To:** 4:00pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Beach to the North of Convention Center

Name of Applicant/Organization: Lupus Research Alliance

Address: 275 madison Ave 10th Floor

Contact: Sheri Kirkpatrick **Phone:** 732-842-1607

Fax: ____________ **Email:** Skirkpatrick @ lupusresearch.org

Non-Profit? Yes ✓ **No** ____ **Tax Exempt ID Number:** 58-2492929

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: It will be a polar plunge with the staging area at Convention [illegible] participants will jump in the Ocean and [illegible] out. [illegible] entertainment will all be [illegible] convention Center

On separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch which shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. ***NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

City of Asbury Park Special Events Application Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
Yes ______ No __✓__ If yes, please explain ____________________

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 500-800
ADMISSION CHARGE? YES _____ NO __✓__ IF YES, HOW MUCH ____________
VENDOR CHARGE? YES _____ NO __✓__ IF YES, HOW MUCH ____________

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO __✓__ Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: will hire Security, EMS + life guards. Volunteers will collect and dispose garbage ~~Volunteers will~~

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: EMS, Life guards

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.

*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

[signature] 10/5/16
Signature of Applicant *Date*

Sheri Kirkpatrick
Print Name of Applicant

For Special Events Office Use:

Total Fees Calculated to be paid by Applicant $ tbd Total Fees Collected $ 50.00

Attachment: special event applications 1122 mtg (2016-448 : Special Event Applications)

ASBURY PARK

SPECIAL EVENTS PERMIT APPLICATION

Date Received: ________________ APP. # _________

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11. All applications are to be received by the Asbury Park Department of Special Events no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application. Contact Leesha Floyd at 732.502.5759 for additional information. Fax number is 732.775.1483

NAME OF EVENT: ___Third Annual Tutu 2.2

DATE(S):____April 1, 2017_______________________________Rain Date: ___None__________
HOURS OF EVENT: From___9 am____________To:____11 am___________

<u>EXACT LOCATION:</u> YOU ARE REQUESTING TO STAGE YOUR EVENT:

Runners/Walkers will start on the Boardwalk by the Casino Building and head North go around Convention Hall and turn around near the end of the north end of the boardwalk and return back. When at the Casino they will head to Lake Avenue on the sidewalk and finish at Grand Avenue.

Name of Applicant/Organization: __Jersey Shore Run College, Address: 3070 Governors Crossing, Wall, NJ____
Contact: ___Bob Both_____________ Phone: ___732-681-9464 cell 732-239-5862______
Fax; ___________________________________ Email; _____RunCollege@outlook.com_________
Non-Profit? Yes _ __ No __ X__ Tax Exempt Number ___________________
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOUR WILL BE STAGING: 2.2 Mile run/walk. Participant's (men and women) will wear Tutu's. Event will be held in conjunction with a local charitable group in Asbury Park. Registration and post race awards will be held at the Asbury Festhalle and Biergarten

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. ***<u>NOTE: sketch should show the dimensions of exhibit booths, structures, etc.</u>***

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
Yes ______ No__X__ If yes, please explain ____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _400_________
ADMISSION CHARGE? YES__X__ NO______ IF YES, HOW MUCH __$25 - $35 ______________
VENDOR CHARGE? YES_____ NO__X___ IF YES, HOW MUCH _____________________

WILL YOU REQUIRE A STREET CLOSING? YES _ __ NO _X____ Please Give Details: __

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: The only trash that we anticipate would be cups which we will pick up at the water stops after the runners pass. Runners will stay on the middle of the boardwalk and a path will be open for pedestrians on both sides of the boardwalk. Cones will be placed along the route to keep runners in the center of the boardwalk.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: None anticipated. *NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.*

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of fire Prevention.

*Asbury Park requires minimum liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as "the additional insured." All insurance policies are to be provided to the Special Events Department not less than 10 days prior to the date of the event.

*All estimated fees and/or costs the city of Asbury Park may incur as a result of the city issuing a special event permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.

*If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.

Robert B. Both ________________ September 29, 2016________________
Signature of Applicant *Date*

_____Robert Both______________________________________
Print Name of Applicant

FEE SCHEDULE

Total fees C... w

ASBURY PARK

SPECIAL EVENTS PERMIT APPLICATION

Date Received: ________________ APP. # __________

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11. All applications are to be received by the Asbury Park Department of Special Events no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application. Contact Leesha Floyd at 732.502.5759 for additional information. Fax number is 732.775.1483

NAME OF EVENT:
___RunAPalooza____

DATE(S):____April 22, 2017______________________________Rain Date: None________
HOURS OF EVENT: From___7:30 am____________To:____2 PM___________
(We can start the race at 8 am and only require roads to be closed until 830 am to minimize disruptions)
<u>EXACT LOCATION:</u> YOU ARE REQUESTING TO STAGE YOUR EVENT:

Ocean Ave, Lake Ave, Cookman Ave, Boardwalk. (See Attached map) Name of Applicant/Organization: __Jersey Shore Running Club, Special Olympics New Jersey, Jersey Shore Dream Center______
Address: PO Box 1743, Belmar, NJ____
Contact: ___Bob Both____________ Phone: ___732-681-9464______
Fax; ________________________________ Email; _____JSRC@hotmail.com_________
Non-Profit? Yes _X__ No ____ Tax Exempt Number ___970-427-091/500_______________
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOUR WILL BE STAGING: 21st Annual RunAPalooza which will include the Asbury Park Half Marathon Road Race, Jersey Shore 5K and Jersey Shore Relay Marathon

____
____
____

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. ***<u>NOTE: sketch should show the dimensions of exhibit booths, structures, etc.</u>***

<u>City of Asbury Park Special Events Application</u> Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
Yes ______ No__X__ If yes, please explain ____

____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: _4000________
ADMISSION CHARGE? YES__X__ NO_____ IF YES, HOW MUCH __$40 - $70____________
VENDOR CHARGE? YES_____ NO__X___ IF YES, HOW MUCH _________________

WILL YOU REQUIRE A STREET CLOSING? YES _X__ NO _____ Please Give Details: __Close streets during the race for about a half on the route which covers Ocean Ave, Cookman and Lake Avenues..____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: The only trash that we anticipate would be cups which we will pick up at the water stops after the runners pass. We will work with the Police to provide the necessary security as deemed appropriate.

____

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: We request to buy out the parking meters from 9 am to 3 pm on April 22. We request first aid at finish area. Placing of barricades at cross streets of route.
<u>NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.</u>

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of fire Prevention.**

***Asbury Park requires minimum liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as "the additional insured." All insurance policies are to be provided to the Special Events Department not less than 10 days prior to the date of the event.**

***All estimated fees and/or costs the city of Asbury Park may incur as a result of the city issuing a special event permit to stage this event must be paid in advance by certified or cashier's check, not less than 10 business days in advance of the event date.**

***If the event insurance policy and all fees are not submitted to the City 10 days prior to the event, the City reserves the right to cancel the event.**

__Bob Both_______________ **May 11, 2016_______________**

Signature of Applicant ***Date***

Total fees

ASBURY PARK

SPECIAL EVENTS PERMIT APPLICATION

Date Received: ______________ APP. # ________

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NAME OF EVENT: 2017 NJ Brain Tumor Walk

DATE(S): Saturday, April 29, 2017 **Rain Date:** ____________
HOURS OF EVENT: From 8am **To:** 1pM

<u>EXACT</u> LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:
Board Walk

Name of Applicant/Organization: National Brain Tumor Society
Address: 55 Chapel St Suite 200, Newton, MA 02458
Contact: Meghan McNamee **Phone:** 845-549-7872
Fax: ____________ **Email:** mmcnamee@braintumor.org
Non-Profit? Yes ✓ **No** ____ **Tax Exempt ID Number:** 043068130
If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING:
5K Walk to raise funds + awareness for the NJ Brain Tumor community. Sponsors, teams, families + friends will gather + walk together to fight brain tumors. Speeches, awards, refreshments will take place.

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. ***<u>NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.</u>***

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
Yes ______ No X If yes, please explain ______

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 600-800
ADMISSION CHARGE? YES X **NO** ______ **IF YES, HOW MUCH** $25 per person
VENDOR CHARGE? YES ______ **NO** X **IF YES, HOW MUCH** ______

WILL YOU REQUIRE A STREET CLOSING? YES ____ **NO** X **Please Give Details:**

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: NBTS events are fully staffed + run by volunteers set up + post event clean up is taken care of by staff + volunteers NBTS will hire security to be onsite at all times. Volunteers will help with garbage cleanup + removal. NBTS will also have porta potties on site

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: ______

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.
*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.
*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.
*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Meghan McNamee
Signature of Applicant

6/29/16
Date

Meghan McNamee
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant $ tbd **Total Fees Collected $** 50.00

SPECIAL EVENTS PERMIT APPLICATION

ASBURY PARK

Date Received: ______________ APP. # ________

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events(1Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. ***All application fees are non refundable and must be submitted with this application.*** *Contact Leesha Floyd at 732.502.5759or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483*

NAME OF EVENT: Memorial Day Week Carnival

DATE(S): May 23rd - 29th **Rain Date:** ________

HOURS OF EVENT: From 12pm **To:** 11pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: Triumphant Life Church

Address: 1003 Asbury Avenue, Asbury Park, NJ 07712

Contact: Karen Gates **Phone:** 732-774-0303

Fax: ________ **Email:** triumphantlifeoffice@gmail.com

Non-Profit? Yes ✓ **No** ___ **Tax Exempt ID Number:** 223-148-801

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Rides will be set along with a stage

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. ***NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

City of Asbury Park Special Events Application

Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
Yes ______ No ✓ If yes, please explain ______

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: ______
ADMISSION CHARGE? YES_____ NO ✓ IF YES, HOW MUCH ______
VENDOR CHARGE? YES_____ NO ✓ IF YES, HOW MUCH ______

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO ✓ Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: Police officers will be used for event, trash can and dumpster will be used for event, lot will be cleaned at end of event.

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: ______

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

*All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.
*Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.
*All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.
*If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.

Karen S Gates
Signature of Applicant

9/2/16
Date

Karen S Gates
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant $ tbd

Total Fees Collected $ 50.00

ASBURY PARK

SPECIAL EVENTS PERMIT APPLICATION

Date Received: ______________ APP. # ________

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events(1Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. ***All application fees are non refundable and must be submitted with this application.*** *Contact Leesha Floyd at 732.502.5759or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483*

NAME OF EVENT: Back 2 school Carnival

DATE(S): August 8th-13th, 2017 **Rain Date:** ______

HOURS OF EVENT: From 12pm **To:** 11pm

EXACT LOCATION YOU ARE REQUESTING TO STAGE YOUR EVENT:

Bradley Park

Name of Applicant/Organization: Triumphant Life Church

Address: 1003 Asbury Avenue, Asbury Park NJ 07712

Contact: Rev Luddale Akins **Phone:** 732-456-3460

Fax: ______ **Email:** triumphantlifeoffice@gmail.com

Non-Profit? Yes ✓ **No** ___ **Tax Exempt ID Number:** 223-148-801

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOU WILL BE STAGING: Aug 12th - Free Book Bags, pens paper etc. discount rides

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. ***NOTE: sketch should identify the dimensions of exhibit booths, structures, etc.***

OVER

<u>City of Asbury Park Special Events Application</u> **Page Two**

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT
Yes ______ No ✓ If yes, please explain ____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: ______________
ADMISSION CHARGE? YES_____ NO ✓ IF YES, HOW MUCH ______________
VENDOR CHARGE? YES_____ NO ✓ IF YES, HOW MUCH ______________

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO ✓ Please Give Details:

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: We have event clean up crew.
We will hire police

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: ______________

NOTE: There will be charges for all city services provided. Refer to the attached fee schedule.

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of Fire Prevention.**
***Asbury Park requires liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as an "additional insured." All insurance policies are to be provided to the Special Events Office not less than 20 days prior to the date of the event.**
***All estimated fees and/or costs the City of Asbury Park may incur as a result of the City issuing a special event's permit to stage this event must be paid in advance by certified or cashier's check, not less than 20 business days in advance of the event date.**
***If the event insurance policy and all fees are not submitted to the City 20 days prior to the event, the City reserves the right to cancel the event.**

[signature] 9/2/16
Signature of Applicant ***Date***

Rev. Lyddale J. Akins
Print Name of Applicant

For Special Events Office Use only:

Total Fees Calculated to be paid by Applicant $ tbd **Total Fees Collected $** 50.00

Attachment: special event applications 1122 mtg (2016-448 : Special Event Applications)

ASBURY PARK

SPECIAL EVENTS PERMIT APPLICATION

Date Received: ________________ APP. # __________

Please complete the following information as required by city Ordinance No. 2362 "Entitled Licensing: 3-11." All applications are to be received by the Asbury Park Office of Special Events(1Municipal Plaza Asbury Park, NJ 07712) no less than 45 Days prior to the event for which permit is being requested. All application fees must be submitted with this application.
Contact Leesha Floyd at 732.502.5759or Leesha.floyd@cityofasburypark.com for additional information. Fax number is 732.775.1483

NAME OF EVENT: DIVA DODGEBALL

DATE(S): JULY 22, 2017 Rain Date: JULY 23, 2017

HOURS OF EVENT: From 7AM To: 4PM
EXACT LOCATION: YOU ARE REQUESTING TO STAGE YOUR EVENT: 5th Avenue Beach.

NO STAGE REQUIRED FOR EVENT. DODGEBALL COURT SET UP ON SAND.

Name of Applicant/Organization: DIVA ON THE SHORE LLC

Address: 2 Courter Lane East Hanover , NJ 07936

Contact: ANGELIQUE IRIZARRY Phone: 973-930-7890

Fax; ________________________________ Email; divaontheshore@aol.com

Non-Profit? Yes ____ No X Tax Exempt Number ______________________

If yes, please provide non-profit certificate

DESCRIBE IN DETAIL TYPE OF EVENT YOUR WILL BE STAGING:

A DODGEBALL TOURNAMENT WITH 16 TEAMS. 12 PLAYERS WILL PLAY FOR EACH TIME AT ONE TIME. THERE ARE NETTED WALLS MADE TO CATCH THE BALLS FOR EACH TEAM. WE DO ALL THE SET-UP AND BREAK DOWN. ALL FIXTURES ARE PORTABLE. PLEASE FIND THE ATTACHED PHOTO AS WELL AS SKETCH OF THE COURT.

Attachment: special event applications 1122 mtg (2016-448 : Special Event Applications)

On a separate sheet of paper, please provide a detailed description (footprint) of the proposed event and a sketch that shows the area or route to be used along with any proposed structures, tents, fences, barricades, signs, banners restroom facilities and electrical equipment. ***NOTE: sketch should show the dimensions of exhibit booths, structures, etc.*** ________

City of Asbury Park Special Events Application Page Two

WILL APPLICANT REQUIRE A LIQUOR SOCIAL EVENT OR CATERING PERMIT Yes ______ No X__ If yes, please explain

____

NUMBER OF PEOPLE ANTICIPATED TO ATTEND: 300 PEOPLE ADMISSION CHARGE? YES_____ NO X IF YES, HOW MUCH _________________ VENDOR CHARGE? YES_____ NO X IF YES, HOW MUCH ____________________

WILL YOU REQUIRE A STREET CLOSING? YES ____ NO X Please Give Details:

____

PROVIDE COMPLETE DETAILS AS TO HOW THE APPLICANT INTENDS TO PROVIDE FOR SECURITY, TRAFFIC CONTROL, CLEAN UP, SEPARATION OF RECYCLABLE MATERIAL AND DISPOAL OF TRASH AND DEBRIS: 3 REFEREES AND EVERY TEAM HAS A COACH WHO WILL PROVIDE PLAYERS WITH GARBAGE BAGS. ONE FOR TRASH AND ONE FOR RECYCLEABLES. WE WILL ALSO HIRE ONE PERSON TO DO A SPOT CHECK CLEAN-UP

DESCRIBE ALL CITY RESOURCES AND/OR SERVICES THAT WILL BE REQUIRED TO BE PROVIDED IN CONNECTION WITH THE EVENT: NO ADDITIONAL RESOURCES ARE NEEDED.

NOTE: There will be charges for all city services provided. Refer to the attached list.

***All vendors using tents and/or various cooking devices are required to obtain a vendor's permit from the Asbury Park Bureau of fire Prevention.**

***Asbury Park requires minimum liability insurance. The amount of liability coverage depends upon the size and nature of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park must be named on the insurance policy as "the additional insured." All insurance policies are to be provided to the Special Events Department not less than 10 days prior to the date of the event.**

***All estimated fees and/or costs the city of Asbury Park may incur as a result of the city issuing a special event permit to stage this event must be paid in advance by certified or cashier's check, not less than 5 business days in advance of the event date.**

Angelique Irizarry | **August 13, 2016**

Signature of Applicant | ***Date***

ANGELIQUE IRIZARRY
Print Name of Applicant

Total fees
$350.00

RESOLUTION NO. 2016-449

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE PAYMENT OF PAYROLL IN THE AMOUNT OF $919,465.11

WHEREAS, the November 15, 2016 payroll in the amount of $919,465.11, has been approved by the Chief Financial Officer and has subsequently been audited and found correct; and

BE IT RESOLVED, that the payroll payable totaling $919,465.11 is hereby authorized to be paid, and;

BE IT FURTHER RESOLVED, that proper officers are hereby authorized to execute payment of said payroll.

I, CINDY A. DYE, 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. 2016-449 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

CINDY A. DYE
CITY CLERK

RESOLUTION NO. 2016-450

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS IN THE FISCAL YEAR 2016 BUDGET

WHEREAS, it has been determined that various line items within the 2016 fiscal year operating budget need additional funds to cover these expenditures; and,

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

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

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

	From	To
Current Fund:		
City Clerk - Other Expenses		$10,000.00
Legal Services - Other Expenses	$10,000.00	

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

I, CINDY A. DYE, 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. 2016-450 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

CINDY A. DYE
CITY CLERK

RESOLUTION NO. 2016-451

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2016 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - SPRINGWOOD PARK

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2016 in the sum of $24,000.00 Which is now available from the Monmouth Conservation Foundation.

BE IT FURTHER RESOLVED, that a like sum of $24,000.00 Is hereby appropriated under the following caption:

General Appropriations:
Operations Excluded from "CAPS":
Public & Private Programs Offset by Revenues:
MCF - Springwood Park - $24,000.00

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

I, CINDY A. DYE, 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. 2016-451 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

CINDY A. DYE
CITY CLERK

RESOLUTION NO. 2016-452

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE IN THE 2016 BUDGET OF THE CITY OF ASBURY PARK PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159) - JAG GRANT

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2016 in the sum of $23,029.00. Which is now available from the United States Department of Justice.

BE IT FURTHER RESOLVED, that a like sum of $23,029 Is hereby appropriated under the following caption:

General Appropriations:
Operations Excluded from "CAPS":
Public & Private Programs Offset by Revenues:
Justice Assistance Grant - $23,029.00

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

I, CINDY A. DYE, 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. 2016-452 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

Cindy Dye, City Clerk 11/17/2016

CINDY A. DYE
CITY CLERK

RESOLUTION NO. 2016-453

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION AUTHORIZING THE PAYMENT OF BILLS IN THE AMOUNT OF $2,447,483.49

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

BE IT RESOLVED, that these vouchers payable totaling $2,447,483.49

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 $ 2,447,483.49

I, CINDY A. DYE, 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. 2016-453 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

CINDY A. DYE
CITY CLERK

November 17, 2016
09:31 AM

CITY OF ASBURY PARK
Bill List By Budget Account

Page No: 1

P.O. Type: Contract   Print Alpha, Revenue, & G/L Accounts: Y   Open: N Void: N Paid: N
Format: Condensed   Held: Y Aprv: N Rcvd: Y
Range: 5-First to 6-Last   Bid: Y State: Y Other: Y Exempt: Y
Rcvd Batch Id Range: First to Last   Include Non-Budgeted: Y
Department Page Break: No   Subtotal CAFR: Yes   Subtotal Department: Yes   Subtotal Extd: Yes

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: CURRENT						
Department: ADMINISTRATION						
Extd: ADMINISTRATION						
6-01-20-100-000-201	ADMINISTRATION General Plant					
WBMASON	W.B.MASON CO., INC.	16-03278	#WBM21200:8 1/2 X 11 COPY	149.04	0.00	
THEHAR	THE HARDWARE STORE	16-03729	#1113716:lighting set	31.98	0.00	
				181.02		
6-01-20-100-000-209	ADMINISTRATION Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	415.22	0.00	
	Extd Total: ADMINISTRATION			596.24		
	Department Total: ADMINISTRATION			596.24		
Department: MAYOR & COUNCIL						
Extd: MAYOR & COUNCIL						
6-01-20-110-000-299	MAYOR & COUNCIL Misc.					
NJCONF	NJ CONFERENCE OF MAYOR'S	16-03748	2017 Mayor's Membership Dues	510.00	0.00	
	Extd Total: MAYOR & COUNCIL			510.00		
	Department Total: MAYOR & COUNCIL			510.00		
Department: MUNICIPAL CLERK						
Extd: MUNICIPAL CLERK						
6-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON	W.B.MASON CO., INC.	16-03278	#WBM21200:8 1/2 X 11 COPY	149.04	0.00	
WBMASON	W.B.MASON CO., INC.	16-03430	supply order	205.21	0.00	
				354.25		
	Extd Total: MUNICIPAL CLERK			354.25		
	Department Total: MUNICIPAL CLERK			354.25		
Department: FINANCIAL ADMINISTRATION						
Extd: FINANCIAL ADMINISTRATION						
6-01-20-130-000-201	FINANCE General Plant					
WATSPR	WATCHUNG SPRING WATER CO.,INC.	16-03721	0109409,0114831:WATER,DEL.FEE,	36.95	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	215.55	0.00	
				252.50		
6-01-20-130-000-202	FINANCE Office Supplies					
WBMASON	W.B.MASON CO., INC.	16-03183	OFFICE SUPPLIES	967.35	0.00	
WBMASON	W.B.MASON CO., INC.	16-03278	#WBM21200:8 1/2 X 11 COPY	149.04	0.00	

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-20-130-000-202	FINANCE Office Supplies		Continued			
WBMASON W.B.MASON CO., INC.		16-03501	OFFICE SUPPLIES	313.48	0.00	
				1,429.87		
	Extd Total: FINANCIAL ADMINISTRATION			1,682.37		
	Department Total: FINANCIAL ADMINISTRATION			1,682.37		
Department: TAX REVENUE ADMINISTRATION						
Extd: TAX REVENUE ADMINISTRATION						
6-01-20-145-000-202	TAX REV ADMIN Office Supplies					
WBMASON W.B.MASON CO., INC.		16-03278	#WBM21200:8 1/2 X 11 COPY	149.04	0.00	
WBMASON W.B.MASON CO., INC.		16-03709	validator tape	37.89	0.00	
				186.93		
	Extd Total: TAX REVENUE ADMINISTRATION			186.93		
	Department Total: TAX REVENUE ADMINISTRATION			186.93		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
6-01-20-150-000-209	TAX ASSESSOR Fees					
HARHAU HARRY HAUSHALTER		16-03621	#1078:Sept 2016 Tax matters	869.00	0.00	
BRBVAL BRB VALUATION & CONSULTING SVC		16-03735	#1722-1:Appraiser Tax Matters	3,750.00	0.00	
				4,619.00		
	Extd Total: TAX ASSESSOR			4,619.00		
	Department Total: TAX ASSESSOR			4,619.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
6-01-20-151-000-299	DIRECTOR OF COMMUNICATIONS - Misc Exp					
CRAPRI CRAFTMASTER PRINTING, INC.		16-03600	#144958:Springwood Park Pics	23.40	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			23.40		
	Department Total: DIRECTOR OF COMMUNICATIONS			23.40		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
6-01-20-155-000-209	LEGAL SERVICES Fees					
ROBGIFF ROBERT GIFFORD ESQ.		16-03625	Legal Fees - Arbitrator	2,562.80	0.00	
MCMSCO MCMANIMON,SCOTLAND&BAUMANN,LLC		16-03722	SERVICES RENDERED THRU SEP-16	586.75	0.00	
ANSZAR ANSELL,GRIMM & AARON, P.C.		16-03738	August 2016 General & Liti	5,337.53	0.00	
ANSZAR ANSELL,GRIMM & AARON, P.C.		16-03739	September 2016 General & Liti	10,042.46	0.00	
LAWOFFS LAW OFFICE OF STEVEN S.		16-03855	Services for October 2016	6,000.00	0.00	
				24,529.54		
	Extd Total: LEGAL SERVICES			24,529.54		
	Department Total: LEGAL SERVICES			24,529.54		

November 17, 2016
09:31 AM

CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: ENGINEERING SERVICES						
Extd: ENGINEERING SERVICES						
6-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO	T & M ASSOCIATES	16-03782	LAF 310602 Gen. Enginnering	816.98	0.00	
TMASSO	T & M ASSOCIATES	16-03789	#LAF308941:GENERAL ENGINEERING	13,475.60	0.00	
				14,292.58		
	Extd Total: ENGINEERING SERVICES			14,292.58		
	Department Total: ENGINEERING SERVICES			14,292.58		
	CAFR Total:			46,794.31		
Department: PLANNING BOARD						
Extd: PLANNING BOARD						
6-01-21-180-000-201	PLANNING BOARD General Plant					
WBMASON	W.B.MASON CO., INC.	16-03481	Oct. supplies Planning	88.54	0.00	
MONINT	MONMOUTH INTERNET CORPORATION	16-03785	#5532:(1) CISCO 504G PHONE	287.50	0.00	
INSENG	INSITE ENGINEERING	16-03809	#17589 Boston Way-PB General	925.50	0.00	
ASBPAK	ASBURY PARK PRESS	16-03812	#0001699402:PUBLISHED	126.50	0.00	
				1,428.04		
	Extd Total: PLANNING BOARD			1,428.04		
	Department Total: PLANNING BOARD			1,428.04		
Department: ZONING BOARD OF ADJUSTMENT						
Extd: ZONING BOARD OF ADJUSTMENT						
6-01-21-185-000-209	ZONING BOARD Fees					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	200.97	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			200.97		
	Department Total: ZONING BOARD OF ADJUSTMENT			200.97		
	CAFR Total:			1,629.01		
Department: CODE ENFORCEMENT AND ADMIN.						
Extd: CODE ENFORCEMENT AND ADMIN.						
6-01-22-195-000-299	CODE ENFORCE Misc.					
FOXFLO	FOX FLOORS	16-03607	Furnish & install carpet	2,260.46	0.00	
WBMASON	W.B.MASON CO., INC.	16-03610	Office Supplies	215.93	0.00	
				2,476.39		
	Extd Total: CODE ENFORCEMENT AND ADMIN.			2,476.39		
	Department Total: CODE ENFORCEMENT AND ADMIN.			2,476.39		
Department: CONSTRUCTION CODE OFFICIAL						
Extd: CONSTRUCTION CODE OFFICIAL						
6-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap)					
MURARM	MURRAY'S UNIFORMS	16-03530	#23371:6 All weather jackets	695.00	0.00	
GRAING	GRAINGER	16-03656	ADA Code Tape Measure	267.80	0.00	

Attachment: Bill List 11.22.16 (2016-453 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-22-200-000-299	CONSTRUCTION CODE Misc. (In Cap) Continued					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	189.66	0.00	
				1,152.46		
	Extd Total: CONSTRUCTION CODE OFFICIAL			1,152.46		
	Department Total: CONSTRUCTION CODE OFFICIAL			1,152.46		
	CAFR Total:			3,628.85		
Department: LIABILITY INSURANCE						
Extd: LIABILITY INSURANCE						
6-01-23-210-000-209	LIABILITY INSURANCE Fees					
NJINT	NJ INTERGOVERNMENTAL INS. FUND	16-03813	Liability Insurance 2nd half	289,720.50	0.00	
	Extd Total: LIABILITY INSURANCE			289,720.50		
	Department Total: LIABILITY INSURANCE			289,720.50		
Department: EMPLOYEE GROUP INSURANCE						
Extd: EMPLOYEE GROUP INSURANCE						
6-01-23-220-000-209	EMPLOYEE GROUP INSURANCE Fees (IN CAP)					
BREMOO	BRENDA J. MOORE	16-02903	REIMB. OF MEDICAL PREMIUMS	540.45	0.00	B
DOMMAR	DOMINICK MARINO	16-02904	REIMB. OF MEDICAL PREMIUMS	1,514.81	0.00	B
JOYCHA	JOYCE CHAPMAN	16-02905	REIMB. OF MEDICAL PREMIUMS	540.45	0.00	B
DOUDEW	DOUGLAS DEWYSOCKI	16-02906	REIMB. OF MEDICAL PREMIUMS	1,514.81	0.00	B
JASFAZ	JASON FAZIO	16-02907	REIMB. OF MEDICAL PREMIUMS	513.50	0.00	B
JOHMOO	JOHN MOOR	16-02909	REIMB. OF MEDICAL PREMIUMS	1,239.92	0.00	B
MARKIN	MARK KINMON	16-02910	REIMB. OF MEDICAL PREMIUMS	1,514.81	0.00	B
ROBRIC	ROBERT RICKS	16-02912	REIMB. OF MEDICAL PREMIUMS	1,283.63	0.00	B
STEKAY	STEPHEN M. KAY	16-02913	REIMB. OF MEDICAL PREMIUMS	1,239.92	0.00	B
MICMAU	MICHAEL MAUTNER	16-03731	REIMB. OF MEDICAL PREMIUMS	1,899.89	0.00	
				11,802.19		
	Extd Total: EMPLOYEE GROUP INSURANCE			11,802.19		
	Department Total: EMPLOYEE GROUP INSURANCE			11,802.19		
	CAFR Total:			301,522.69		
Department: POLICE DEPARTMENT						
Extd: POLICE DEPARTMENT						
6-01-25-240-000-201	POLICE General Plant					
STAPRI	STAPLES PRINT SOLUTIONS	16-02803	Toner for misc dept printers	2,237.74	0.00	
BARPRO	BARCO PRODUCTS CO.	16-03578	#101600942:Park It	232.89	0.00	
ATLLOK	ATLANTIC LOCK & SAFE	16-03681	#19859 Emergemcy Service Call	185.11	0.00	
WBMASON	W.B.MASON CO., INC.	16-03686	#I39039717:(2) Heater Tower	181.98	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	298.39	0.00	
				3,136.11		
6-01-25-240-000-202	POLICE Office Supplies					
WBMASON	W.B.MASON CO., INC.	16-02882	#I37709530 Desk Pad Cover	19.99	0.00	
WBMASON	W.B.MASON CO., INC.	16-03344	#I38363678:Desk Trays (8)pk	32.64	0.00	
WBMASON	W.B.MASON CO., INC.	16-03391	#I38462988:ALEVN4159 Chair	350.00	0.00	

Attachment: Bill List 11.22.16 (2016-453 : Payment of Bills)

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-25-240-000-202		POLICE Office Supplies		Continued			
WBMASON	W.B.MASON CO., INC.		16-03451	#I38687911:Office Supplies	50.87	0.00	
					453.50		
6-01-25-240-000-203		POLICE Motor Vehicle					
EDWTIR	EDWARDS TIRE CO.		16-03084	Blanket Repairs/Maintenance	24.95	0.00	B
ASBCIR	ASBURY CIRCLE CAR WASH		16-03446	#484 100 Full Service Wash	172.50	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA		16-03493	Blanket Car Repairs	612.32	0.00	B
MAAAUT	MAACO AUTO PAINTING		16-03614	#41826 Replaced windshield Car	112.51	0.00	
RICAUT	RICH'S AUTO BODY		16-03685	#2753 Towed Cars 19 & 20	40.00	0.00	
					962.28		
6-01-25-240-000-218		POLICE Contract.Serv.					
VERZON	VERIZON BUSINESS		16-03335	#201z02871812131Y Current	1,608.70	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO		16-03586	#CNIN579968 Mainatenance	468.07	0.00	
VERIZON	VERIZON WIRELESS		16-03689	#9773911076:Current	886.38	0.00	
					2,963.15		
6-01-25-240-000-221		POLICE Ammunition					
LAWSUP	LAWMEN SUPPLY CO. OF N.J.		16-03389	#IN1078083:ELS Series Rack	1,922.80	0.00	
6-01-25-240-000-222		POLICE Training					
MONCON	MONMOUTH COUNTY POLICE ACADEMY		16-00386	Gang Awareness 10/25/16	30.00	0.00	
THECAN	THE CANNING GROUP		16-03807	#AP 2016-1:Leadership Training	8,000.00	0.00	
					8,030.00		
6-01-25-240-000-226		POLICE Bd.ofPrisoners					
MCDONA	KJK RESTAURANTS, LLC		16-03019	Prisoner Meals Sept. 2016	165.51	0.00	
6-01-25-240-000-237		POLICE Accredadation					
THEROG	THE ROGERS GROUP, LLC		16-03684	#3463 Specialized Service Law	4,158.33	0.00	
6-01-25-240-000-275		POLICE Traffic Maintenance					
MONARCH	MONARCH ELECTRIC COMPANY		16-03597	#S106372470001 Traffic Light	253.72	0.00	
SHEWIL	SHERWIN WILLIAMS		16-03619	#6683-5 Paint for Grand Avenue	207.75	0.00	
THEHAR	THE HARDWARE STORE		16-03620	#1111644,1110254,1110993,	53.71	0.00	
SHEWIL	SHERWIN WILLIAMS		16-03687	#4987-1:(20) 5 gal paint	277.00	0.00	
THEHAR	THE HARDWARE STORE		16-03688	#1112273 10524 WD 40	6.99	0.00	
					799.17		
		Extd Total: POLICE DEPARTMENT			22,590.85		
		Department Total: POLICE DEPARTMENT			22,590.85		

Department: FIRE DEPARTMENT
Extd: FIRE DEPARTMENT

Budget Account / Vendor		Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-25-265-000-201		FIRE DEPT. General Plant					
ALLHAN	ALL HANDS FIRE EQUIPMENT, LLC		16-03086	#INV9504:Mautner Ret Bdg	92.98	0.00	
NJEZ	NJ E-ZPASS VOIL.PROCESS.CENTER		16-03554	Viol #T121625184697-01	53.00	0.00	
HERCRY	HERITAGE-CRYSTAL CLEAN,LLC		16-03556	Inv 14257037 Drum Mount	376.24	0.00	
MONARCH	MONARCH ELECTRIC COMPANY		16-03623	Inv S105742127, S105903463	39.00	0.00	

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-25-265-000-201	FIRE DEPT. General Plant		Continued			
AIRUSA	AIRGAS USA, LLC	16-03752	Inv 9939213080 Medical O2	692.00	0.00	
				1,253.22		
6-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
COUNTY	COUNTY OF MONMOUTH	16-03585	Inv APFD 07-16-09 MV Repairs	439.30	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03613	Inv 501092,503711,503744	190.80	0.00	
				630.10		
6-01-25-265-000-218	FIRE DEPT. Contract.Serv.					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	83.31	0.00	
	Extd Total: FIRE DEPARTMENT			1,966.63		
	Department Total: FIRE DEPARTMENT			1,966.63		
	CAFR Total:			24,557.48		
Department: STREETS & ROADS MAINTENANCE						
Extd: STREETS & ROADS MAINTENANCE						
6-01-26-290-000-201	STREETS & ROAD General Plant					
MONARCH	MONARCH ELECTRIC COMPANY	16-00151	Electrical Supplies, Parts	87.92	0.00	B
GRAING	GRAINGER	16-01069	Various Supplies, Parts, etc	483.12	0.00	B
THEHAR	THE HARDWARE STORE	16-02412	Various Supplies, Tools, etc	550.89	0.00	B
SHEWIL	SHERWIN WILLIAMS	16-02828	Paint, Supplies & Material	284.15	0.00	B
MOOGEN	MOONEY GENERAL PAPER COMPANY	16-02996	212678,212678A:Custodian	2,132.68	0.00	
ALLAMT	ALL AMERICAN TURF INC.	16-03299	Various Supplies, Tools, etc	1,738.76	0.00	B
THEHAR	THE HARDWARE STORE	16-03302	Various Supplies, Tools, etc	530.15	0.00	B
MOOGEN	MOONEY GENERAL PAPER COMPANY	16-03412	212678,212678A:CITY HALL SUP.	2,132.68	0.00	
MOOGEN	MOONEY GENERAL PAPER COMPANY	16-03413	#214705,214705A:SUPPLIES	1,852.87	0.00	
MOOGEN	MOONEY GENERAL PAPER COMPANY	16-03427	Quote for Safety Gloves	255.23	0.00	
RILOUT	RILEIGHS OUTDOOR DECOR	16-03498	#27937:Holiday Lights, etc	1,274.12	0.00	
GRAING	GRAINGER	16-03564	#9265730516:Hmmer Drive	380.60	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	211.19	0.00	
				11,914.36		
6-01-26-290-000-202	STREETS & ROAD Office Supplies					
WBMASON	W.B.MASON CO., INC.	16-03278	#WBM21200:8 1/2 X 11 COPY	149.04	0.00	
6-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-02572	Automotive Parts, Tools, etc	220.19	0.00	B
THEHAR	THE HARDWARE STORE	16-02826	Various Supplies/Parts, etc	62.80	0.00	B
EDWTIR	EDWARDS TIRE CO.	16-03271	Various Tires, Supplies, etc	323.95	0.00	B
TRAPAR	TRAFFIC PARTS, INC.	16-03382	Quote for Camshaft Rotor, etc	279.00	0.00	
ALLDIE	ALLIED DIESEL SERVICE CORP.	16-03506	Tank Straps for Truck #51	390.79	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03565	Automotive Parts, Tools, etc	569.16	0.00	B
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03598	#505243 Brakleen Aerosol 10/19	132.81	0.00	
NORSWE	NORTHEAST SWEEPERS LLC	16-03630	#3029 Labor Service - Ravo	500.00	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03643	#505195 NAPA 15W40, Pump, etc	1,336.95	0.00	
OMASTA	OMAHA STANDARD, INC.	16-03645	Mack Roll-Off Truck Repair	676.21	0.00	
				4,491.86		
6-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
GRORAD	GROVE RADIATOR WAREHOUSE INC.	16-03599	Repairs: Coolant Resevior Tank	160.00	0.00	

Attachment: Bill List 11.22.16 (2016-453 : Payment of Bills)

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-26-290-000-218	STREETS & ROAD Contract.Serv.		Continued			
TONWAS	TONKS WASTE OIL SERVICE	16-03694	#3546 Waste Removal & Svc Fee	700.00	0.00	
ALLBOI	ALLIED BOILER REPAIR CORP.	16-03699	#15502 Labor & Material 10/24	1,090.52	0.00	
				1,950.52		
	Extd Total: STREETS & ROADS MAINTENANCE			18,505.78		
	Department Total: STREETS & ROADS MAINTENANCE			18,505.78		
Department: SOLID WASTE COLLECTION						
Extd: SOLID WASTE COLLECTION						
6-01-26-305-000-209	SOLID WASTE Fees					
OHAG	GLENN O'HAGAN-APPLEGATE	16-03629	#AP10212016 Vac Leaves	261.80	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03700	#101414 Construction Debris	1,739.41	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03744	#101543 Tipping Fees	26,906.95	0.00	
DELDEM	DELISA DEMOLITION, INC.	16-03746	#101488 Brush MM 10/27	880.00	0.00	
				29,788.16		
	Extd Total: SOLID WASTE COLLECTION			29,788.16		
	Department Total: SOLID WASTE COLLECTION			29,788.16		
Department: BUILDINGS & GROUNDS						
Extd: BUILDINGS & GROUNDS						
6-01-26-310-000-201	BUILDING & GND General Plant					
STASUP	STANDARD SUPPLY CO. INC.	16-01067	Lumber, Supplies, Parts, etc	258.60	0.00	B
MONARCH	MONARCH ELECTRIC COMPANY	16-02637	Various Supplies, Tools, etc	111.57	0.00	B
UPTFAS	UPTIGHT FASTNERS	16-03596	Hardware to Install Containers	60.00	0.00	
				430.17		
	Extd Total: BUILDINGS & GROUNDS			430.17		
	Department Total: BUILDINGS & GROUNDS			430.17		
	CAFR Total:			48,724.11		
Department: SOCIAL SERVICES:						
Extd: SOCIAL SERVICES:						
6-01-27-345-000-201	SOCIAL SERVICES General Plant					
CRAPRI	CRAFTMASTER PRINTING, INC.	16-03106	2sided flyer Treelight/Kwanzaa	25.00	0.00	
6-01-27-345-000-299	SOCIAL SERVICES Misc.					
CRAPRI	CRAFTMASTER PRINTING, INC.	16-03106	2sided flyer Treelight/Kwanzaa	185.25	0.00	
ORITRA	ORIENTAL TRADING CO., INC.	16-03226	Decorations for Kwanzaa	222.30	0.00	
				407.55		
	Extd Total: SOCIAL SERVICES:			432.55		
	Department Total: SOCIAL SERVICES:			432.55		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
6-01-27-350-000-201	SENIOR CENTER General Plant					
WBMASON	W.B.MASON CO., INC.	16-03445	I38544879,CR3577648,I38582727:	308.14	0.00	

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-27-350-000-201	SENIOR CENTER General Plant		Continued			
CABLE	CABLEVISION OF NYC	16-03591	Service from 10/15 - 11/14	125.93	0.00	
				434.07		
6-01-27-350-000-299	SENIOR CENTER Misc.					
BREJAC	BRENDA JACKSON	16-03225	Quote 4th Qtr Canfu/Blanket	60.00	0.00	B
WBMASON	W.B.MASON CO., INC.	16-03407	Toner, copypaper,Calen, Marker	252.67	0.00	
ORITRA	ORIENTAL TRADING CO., INC.	16-03450	#680303015-01:Supplies	165.89	0.00	
SERSTU	ALISON M. BOWIE	16-03486	Quote Ceramic 4th Qtr Blanket	132.00	0.00	B
CERSUP	CERAMIC SUPPLY INC.	16-03500	Quote For Ceramic Supplies	55.90	0.00	
				666.46		
	Extd Total: SENIOR CENTER			1,100.53		
	Department Total: SENIOR CENTER			1,100.53		
	CAFR Total:			1,533.08		

Department: RECREATION SERVICES & PROGRAM
Extd: RECREATION SERVICES & PROGRAM

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-28-370-000-299	RECREATION Misc.					
WBMASON	W.B.MASON CO., INC.	16-03471	#I38648955:office supplies	141.58	0.00	
SECWOR	SECURITY WORLD INC.	16-03798	#51476:elevator monitoring	300.00	0.00	
TRESTA	TREASURER, STATE OF NJ	16-03799	PAL inspection fee	443.00	0.00	
				884.58		
	Extd Total: RECREATION SERVICES & PROGRAM			884.58		
	Department Total: RECREATION SERVICES & PROGRAM			884.58		
	CAFR Total:			884.58		

Department: LIGHTING
Extd: LIGHT, HEAT & POWER

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	16-03797	SERVICE 10/6-11/2	3,259.36	0.00	
NJAMER	N.J. AMERICAN WATER CO.	16-03810	SERVICE 10/6-11/2	404.06	0.00	
NJAMER	N.J. AMERICAN WATER CO.	16-03866	SERVICE 10/6-11/2	968.68	0.00	
				4,632.10		
	Extd Total: LIGHT, HEAT & POWER			4,632.10		
	Department Total: LIGHTING			4,632.10		

Department: TELEPHONE
Extd: TELEPHONE

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-31-440-000-299	TELEPHONE Misc.					
MONINT	MONMOUTH INTERNET CORPORATION	16-03734	#256939-M:SVC. NOV. 2016	5,364.28	0.00	
	Extd Total: TELEPHONE			5,364.28		
	Department Total: TELEPHONE			5,364.28		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: GASOLINE						
Extd: GASOLINE						
6-01-31-460-000-299	GASOLINE Misc.					
ALLOIL	ALLIED OIL, LLC	16-03703	#1046007 Unleaded Fuel 10/21	4,219.64	0.00	
ALLOIL	ALLIED OIL, LLC	16-03714	#1042175 Diesel Fuel 10/25	1,697.70	0.00	
				5,917.34		
	Extd Total: GASOLINE			5,917.34		
	Department Total: GASOLINE			5,917.34		
	CAFR Total:			15,913.72		
Department: DEFINED CONTRIBUTION RETIREMENT PLAN						
Extd: DEFINED CONTRIBUTION RETIREMENT PLAN						
6-01-36-478-000-299	DEFINED CONTRIBUTION RETIREMENT Misc.					
DCRP	DEFINED CONT. RETIREMENT PRGRM	16-03792	#316149:OCTOBER 2016	189.56	0.00	
	Extd Total: DEFINED CONTRIBUTION RETIREMENT PLAN			189.56		
	Department Total: DEFINED CONTRIBUTION RETIREMENT PLAN			189.56		
	CAFR Total:			189.56		
Department: MUNICIPAL COURT						
Extd: MUNICIPAL COURT						
6-01-43-490-000-201	MUNIC COURT General Plant					
WBMASON	W.B.MASON CO., INC.	16-02839	supplies	58.19	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	16-03669	bail recogs/ats mailers	3,464.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	83.31	0.00	
GREFIN	GREATAMERICA FINANCIAL SVCS.	16-03841	#19636544:mail machine	145.00	0.00	
CITCOU	CITY OF ASBURY PARK	16-03845	BANK ANALYSIS FEES	271.50	0.00	
				4,022.00		
6-01-43-490-000-202	MUNIC COURT Office Supplies					
WBMASON	W.B.MASON CO., INC.	16-03261	I38245681,I38503362,I38579962,	356.74	0.00	
6-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA	BEATRIZ C. CRANEY	16-03725	#11751:interpreter 10/28/16	120.00	0.00	
	Extd Total: MUNICIPAL COURT			4,498.74		
	Department Total: MUNICIPAL COURT			4,498.74		
	CAFR Total:			4,498.74		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
6-01-55-001-000-007	TAX OVERPAYMENTS					
VERNJ	VERIZON - NJ	16-03309	REFUND OVERPAYMENT OF TAXES	87,342.69	0.00	
6-01-55-001-000-015	DISB.FOR AMBULANCE RECIPTS					
DMMED	DM MEDICAL BILLINGS, LLC	16-03641	Inv 4478 Sept EMS Billing	457.45	0.00	

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-01-55-001-000-025		Resrve for Master Plan				
CLACAN	CLARK, CANTON & HINTZ	16-03424	#66038:Master Plan	4,020.67	0.00	
CLACAN	CLARK, CANTON & HINTZ	16-03675	May Invoice #65859	3,142.23	0.00	
				7,162.90		
		Extd Total:	TAXES PAYABLE:	94,963.04		
		Department Total:	TAXES PAYABLE:	94,963.04		
		CAFR Total:	CURRENT FUND NON BUDGET ACCTS:	94,963.04		
		Fund Total:	CURRENT	544,839.17		

Fund: BEACH
Department: BEACH UTILITY O/E: OTHER EXPENSES:
Extd: BEACH UTILITY O/E: OTHER EXPENSES:

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-05-55-502-000-201		BEACH UTILITY O/E: General Plant				
GRAING	GRAINGER	16-00986	Various Parts, Tools, etc	382.72	0.00	B
THEHAR	THE HARDWARE STORE	16-02086	Various Supplies, Tools, etc	98.35	0.00	B
MAAAUT	MAACO AUTO PAINTING	16-03196	#41880:Labor & Material	2,147.81	0.00	
CABLE	CABLEVISION OF NYC	16-03563	Optimum Online, etc	155.54	0.00	
				2,784.42		
		Extd Total:	BEACH UTILITY O/E: OTHER EXPENSES:	2,784.42		
		Department Total:	BEACH UTILITY O/E: OTHER EXPENSES:	2,784.42		
		CAFR Total:		2,784.42		
		Fund Total:	BEACH	2,784.42		

Fund: PARKING UTILITY: BUDGET:
Department: PARKING UTILITY O/E: OTHER EXPENSES:
Extd: PARKING UTILITY O/E: OTHER EXPENSES:

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-06-55-502-000-201		PARKING UTILITY O/E: General Plant				
WBMASON	W.B.MASON CO., INC.	16-02742	#I36993885 Misc Office Supply	165.89	0.00	
WBMASON	W.B.MASON CO., INC.	16-03214	#I38162130:Office Supplies	91.51	0.00	
ATTMOB	AT&T MOBILITY	16-03339	#287260245452x09272016 Current	192.40	0.00	
CABLE	CABLEVISION OF NYC	16-03522	Current Charges 10/15-11/14	115.59	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	16-03674	6 month warranty Parking meter	44,296.00	0.00	
ATLTOM	ATLANTIC TOMORROWS OFFICE GPO	16-03682	#CNIN58130 Meter Read Contract	55.80	0.00	
INTECH	INTEGRATED TECHNICAL SYSTEMS,	16-03756	#1N13138 Services Meters 4,13,	4,185.50	0.00	
LAKAUT	LAKEWOOD AUTO-ASBURY NAPA	16-03760	#506106,506097,506134,506310	228.70	0.00	
				49,331.39		
		Extd Total:	PARKING UTILITY O/E: OTHER EXPENSES:	49,331.39		
		Department Total:	PARKING UTILITY O/E: OTHER EXPENSES:	49,331.39		
		CAFR Total:		49,331.39		
		Fund Total:	PARKING UTILITY: BUDGET:	49,331.39		

Fund: SEWER UTILITY: BUDGET:
Department: SEWER UTILITY O/E: OTHER EXPENSES:
Extd: SEWER UTILITY O/E: OTHER EXPENSES:

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-07-55-502-000-201		SEWER UTILITY O/E: General Plant				
USABLU	USA BLUEBOOK	16-00133	Various Supplies, Parts, etc	450.12	0.00	B
GRAING	GRAINGER	16-00140	Supplies, etc	140.55	0.00	B

Attachment: Bill List 11.22.16 (2016-453 : Payment of Bills)

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
6-07-55-502-000-201		SEWER UTILITY O/E: General Plant	Continued			
MCMCAR	MCMASTER-CARR SUPPLY CO.	16-00143	Supplies, Parts, etc	79.92	0.00	B
SHOIND	SHORE INDUSTRIAL SUPPLY	16-00145	Various Supplies, Parts, etc	157.60	0.00	B
THEHAR	THE HARDWARE STORE	16-02629	Various Supplies, Tools, etc	229.29	0.00	B
				1,057.48		
6-07-55-502-000-211		SEWER UTILITY O/E: Light & Power				
NJAMER	N.J. AMERICAN WATER CO.	16-03797	SERVICE 10/6-11/2	3,020.42	0.00	
NJAMER	N.J. AMERICAN WATER CO.	16-03866	SERVICE 10/6-11/2	116.06	0.00	
				3,136.48		
6-07-55-502-000-218		SEWER UTILITY O/E: Contract Services				
CABLE	CABLEVISION OF NYC	16-03540	Optimum Online, etc	100.59	0.00	
ANSWER	ANSERCOMM	16-03602	#M4541-101716 Answering Svcs	153.31	0.00	
GENINC	GENSERVE, INC.	16-03628	Generator Qrtly Maintenance	515.00	0.00	
EURQC	EUROFINS QC, INC.	16-03701	#1829122 Influent/Effluent,etc	217.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	16-03733	#16024:PMT. 12 OF 60	75.00	0.00	
				1,060.90		
		Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:		5,254.86		
		Department Total: SEWER UTILITY O/E: OTHER EXPENSES:		5,254.86		
		CAFR Total:		5,254.86		
		Fund Total: SEWER UTILITY: BUDGET:		5,254.86		
		Year Total:		602,209.84		

Fund: GENERAL CAPITAL FUND BUDGET:
Department: Alternate Developer Ord #
Extd: Recon Foot Bridge-Sunset Lake (Ord#3036)

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-995-013-001		Recon Foot Bridge - 40A(Ord#3036/2016-1)				
TMASSO	T & M ASSOCIATES	15-01869	SVCS. RENDERED IN CONNECTION	858.38	0.00	B
TMASSO	T & M ASSOCIATES	16-01254	SUNSET FOOTBRIDGE - FEMA ASST.	1,519.86	0.00	B
TMASSO	T & M ASSOCIATES	16-02764	BLANKET FOOTBRIDGE	5,307.25	0.00	B
				7,685.49		
		Extd Total: Recon Foot Bridge-Sunset Lake (Ord#3036)		7,685.49		
		Department Total: Alternate Developer Ord #		7,685.49		

Extd: Acq of Various Equip/Vehicles(Ord.#3084)

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-998-014-002		Acq of Various Equip/Vehicles (Ord#3084)				
WBMASON	W.B.MASON CO., INC.	16-02600	#H683.L.L/HON683LL:3-DRAWER	584.99	0.00	
		Extd Total: Acq of Various Equip/Vehicles(Ord.#3084)		584.99		

Extd: 2015-39/Roadway and Sewer Improvements

Budget Account / Vendor		Description / P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-998-015-001		2015-39/Roadway & Sewer Improvmts (40A)				
TMASSO	T & M ASSOCIATES	16-03786	#LAF308927:ROAD PROGRAM	900.61	0.00	C

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
C-04-55-998-015-001	2015-39/Roadway & Sewer Improvmts (40A) Continued					
TMASSO	T & M ASSOCIATES	16-03787	#LAF310599:ROAD PROGRAM	764.36	0.00	C
				1,664.97		
	Extd Total: 2015-39/Roadway and Sewer Improvements			1,664.97		
Extd:	2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT					
C-04-55-998-162-005	2016-16/ADMIN EQUIPMENT,IMPROVEMENTS					
SHIINT	SHI INTERNATIONAL CORP	16-02692	#B05607501:Getac Tablet	2,021.61	0.00	
	Extd Total: 2016/16/VARIOUS 2016 CAPITAL IMPROVEMENT			2,021.61		
	Department Total:			4,271.57		
	CAFR Total:			11,957.06		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			11,957.06		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
TMASSO	T & M ASSOCIATES	15-01868	SVCS. RENDERED IN CONNECTION	4,967.28	0.00	B
TMASSO	T & M ASSOCIATES	16-03780	LAF310766 Outfall Diffuser	2,233.25	0.00	
TMASSO	T & M ASSOCIATES	16-03781	LAF310601 Generator Design	1,087.72	0.00	
TMASSO	T & M ASSOCIATES	16-03788	#LAF308928:OCEAN OUTFALL	8,553.22	0.00	
				16,841.47		
C-08-55-526-013-002	Sewer Plant Improvements - Ord. #3038					
TMASSO	T & M ASSOCIATES	16-02518	ENGINEERING SVCS. WASTWATER	9,062.42	0.00	B
	Extd Total: Sewer Plant Improvements - Ord. #3038			25,903.89		
	Department Total:			25,903.89		
	CAFR Total:			25,903.89		
	Fund Total: SEWER CAPITAL FUND BUDGET:			25,903.89		
	Year Total:			37,860.95		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-015-200	2015 NJDHMS Mental Health Grant					
HOMDRU	HOME DRUG	15-03492	Medication assistance	90.16	0.00	B
	Extd Total:			90.16		
G-02-43-871-016-200	2016 NJDHMS Mental Health Grant					
ORITRA	ORIENTAL TRADING CO., INC.	16-03593	Calendars for Nurse Clients	14.95	0.00	
NJTRNST	NJ TRANSIT CORP.%FINANCE DEPT.	16-03790	BUS FARE	744.00	0.00	
				758.95		
	Extd Total:			758.95		
	Department Total:			849.11		
	CAFR Total:			849.11		
	Fund Total: GRANT FUND BUDGET:			849.11		
	Year Total:			849.11		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
T-17-72-850-850-811	2015 CDBG - ROAD IMPROVEMENTS					
GAMTIM	GAME TIME	16-03303	Replacement Parts #5077104	4,297.32	0.00	
BURCON	BURKE CONSTRUCTION, INC.	16-03561	manholes	5,320.11	0.00	
				9,617.43		
	Extd Total:			9,617.43		
	Department Total:			9,617.43		
	CAFR Total:			9,617.43		
T-17-73-850-850-801	2016 CDBG - ADMINISTRATION					
ASBPAK	ASBURY PARK PRESS	16-03864	Order #0001534704	181.75	0.00	
T-17-73-850-850-804	2016 CDBG - HOMEBUYERS ASSISTANCE					
TILLAW	TILTON LAW, L.L.C.	16-03671	Downpayment 1stTime Home Buyer	5,000.00	0.00	
T-17-73-850-850-809	2016 CDBG - COMMUNITY AFFAIRS RES.CENTER					
PUENIC	PUERTO NICA EXPRESS L.L.C.	16-03470	FLOORING & CEILING REPAIRS	24,950.00	0.00	
T-17-73-850-850-811	2016 CDBG - ROAD IMPROVEMENT					
GAMTIM	GAME TIME	16-03303	Replacement Parts #5077104	3,232.12	0.00	
BURCON	BURKE CONSTRUCTION, INC.	16-03561	manholes	19,079.89	0.00	
				22,312.01		
	Extd Total:			52,443.76		
	Department Total:			52,443.76		
	CAFR Total:			52,443.76		
	Fund Total:		COMMUNITY DEVELOPMENT BLK GRANT BUDGET:	62,061.19		
Fund:	TRUST OTHER					
T-20-56-850-878-801	Reserve for Recreation					
WOOCOM	WOODBRIDGE COMMUNITY CENTER	16-02042	12107,14566:SUMMER CAMP	2,249.00	0.00	
	Extd Total:			2,249.00		
T-20-56-850-909-801	Reserve for Tax Sale Premiums					
TTLBL	TTLBL, LLC	16-03418	PREMIUM TSC-15-00104	1,600.00	0.00	
TTLBL	TTLBL, LLC	16-03419	PREMIUM TSC-15-00199	2,500.00	0.00	
TTLBL	TTLBL, LLC	16-03420	PREMIUM TSC-15-00278	1,400.00	0.00	
TWRCST	TWR AS CST FOR EBURY FUND 1NJ	16-03529	PREMIUM TSC-14-00204	400.00	0.00	
LILZHA	LILLIAN ZHANG	16-03726	PREMIUM TSC-14-00155	1,900.00	0.00	
USBCF	US BANK C/F TOWER DBW V TRUST	16-03791	PREMIUM TSC-15-00258	29,100.00	0.00	
				36,900.00		
	Extd Total:			36,900.00		

November 17, 2016
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CITY OF ASBURY PARK
Bill List By Budget Account

Budget Account / Vendor	Description / P.O. Id P.O. Description	Amount	Void Amount	PO Type
T-20-56-850-930-301	Reserve for Police Community Relations			
COSTCO COSTCO	16-03583 Blanket Halloween Candy	483.30	0.00	
	Extd Total:	483.30		
	Department Total:	39,632.30		
	CAFR Total:	39,632.30		
	Fund Total: TRUST OTHER	39,632.30		

Fund: PLANNING & ZONING ESCROW FUND BUDGET:
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:

Budget Account / Vendor	Description / P.O. Id P.O. Description	Amount	Void Amount	PO Type
T-21-00-219-000-299	5TH AVE PAVILION (MADISON ASBURY RETAIL)			
INSENG INSITE ENGINEERING	16-03809 #17589 Boston Way-PB General	1,155.00	0.00	
	Extd Total:	1,155.00		
	Department Total:	1,155.00		
T-21-00-269-000-299	901-909 MEMORIAL DRIVE (ASBURY AUTO SPA)			
TMASSO T & M ASSOCIATES	16-03766 ASPK I0480 901 Memorial Dr.	498.12	0.00	
	Extd Total:	498.12		
	Department Total:	498.12		
T-21-00-274-000-299	208 MAIN STREET (DB VENTURES, LLC)			
INSENG INSITE ENGINEERING	16-03809 #17589 Boston Way-PB General	735.00	0.00	
	Extd Total:	735.00		
	Department Total:	735.00		
T-21-00-314-000-299	1183 MAIN STREET (PATRICK J. FASANO)			
INSENG INSITE ENGINEERING	16-03809 #17589 Boston Way-PB General	607.50	0.00	
	Extd Total:	607.50		
	Department Total:	607.50		

Department: PUBLIC ASST

Budget Account / Vendor	Description / P.O. Id P.O. Description	Amount	Void Amount	PO Type
T-21-00-345-000-299	RENAISSANCE VILLAGE(MICHAELS DEVELOPMNT)			
TMASSO T & M ASSOCIATES	16-03767 LAF308937	1,395.00	0.00	
TMASSO T & M ASSOCIATES	16-03783 LAF310767 Renaissance Village	70.50	0.00	
		1,465.50		
	Extd Total:	1,465.50		
	Department Total: PUBLIC ASST	1,465.50		
T-21-00-350-000-299	210 5TH AVENUE(INSPECTION FEE)(I-STAR)			
INSENG INSITE ENGINEERING	16-03809 #17589 Boston Way-PB General	135.00	0.00	
	Extd Total:	135.00		
	Department Total:	135.00		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-365-000-299	1101 OCEAN AVENUE(ASBURY PARTNERS, LLC)					
TMASSO	T & M ASSOCIATES	16-03784	LAF310604 1101 Ocean Ave.	1,196.00	0.00	
	Extd Total:			1,196.00		
	Department Total:			1,196.00		
T-21-00-368-000-299	613 BANGS AVENUE(DJAER PROPERTIES, LLC)					
INSENG	INSITE ENGINEERING	16-03809	#17589 Boston Way-PB General	135.00	0.00	
	Extd Total:			135.00		
	Department Total:			135.00		
T-21-00-377-000-299	601 BANGS AVE-INSP.(ASBURY BOND, LLC)					
INSENG	INSITE ENGINEERING	16-03809	#17589 Boston Way-PB General	562.50	0.00	
	Extd Total:			562.50		
	Department Total:			562.50		
T-21-00-382-000-299	1101 OCEAN(PERF.GUARANTEE)(ISTAR,INC.)					
TMASSO	T & M ASSOCIATES	16-03282	1101 Ocean ave. LAF299675	1,198.68	0.00	
	Extd Total:			1,198.68		
	Department Total:			1,198.68		
T-21-00-383-000-299	700 BANGS AVE(INSPECTION FEE)(LINUS)					
TMASSO	T & M ASSOCIATES	16-03769	LAF308934 700 Bangs Ave.	90.13	0.00	
INSENG	INSITE ENGINEERING	16-03809	#17589 Boston Way-PB General	135.00	0.00	
				225.13		
	Extd Total:			225.13		
	Department Total:			225.13		
T-21-00-394-000-299	603 LAKE AVE(LIGHTING)(603 LAKE AVE,LLC)					
TMASSO	T & M ASSOCIATES	16-03768	LAF308936	282.00	0.00	
	Extd Total:			282.00		
	Department Total:			282.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,195.43		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,195.43		
Fund:	HOWELL/ASBURY PARK RCA BUDGET:					
T-38-56-850-850-802	HOWELL/ASBURY PARK RCA - Miscellaneous					
DAVZIR	DAVID ZIRWES & ANPE CORP.	16-03516	RCA Rehab Not To Exceed	19,300.00	0.00	B
	Extd Total:			19,300.00		
	Department Total:			19,300.00		
	CAFR Total:			19,300.00		
	Fund Total: HOWELL/ASBURY PARK RCA BUDGET:			19,300.00		

Budget Account / Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
CAFR:	MADISON-ASBURY RETAIL, LLC FUND BUDGET:					
T-39-00-850-000-299	MADISON-ASBURY RETAIL - Miscellaneous					
MCMSCO	MCMANIMON,SCOTLAND&BAUMANN,LLC	16-03723	#143327: MADISON BOARDWALK	2,905.60	0.00	
	Extd Total:			2,905.60		
	Department Total:			2,905.60		
	CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			2,905.60		
	Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET:			2,905.60		
	Year Total:			132,094.52		

Total Charged Lines: 343 Total List Amount: 773,014.42 Total Void Amount: 0.00

November 22, 2016 Council Meeting

Balance brought forward from Total List Amount	$	773,014.42
Additional Items:		
Warshauer Generator		50,500.00
The Bank of New York Mellon		466,881.88
PMA		88,817.50
PMA		68,563.92
County of Monmouth 4th Qtr. Taxes		959,465.54
CMRS - Postage (Court)		3,000.00
CMRS - Postage (General)		5,000.00
Police & Fireman's Retirement (Retroactive)		32,240.23
Total Bill List November 22, 2016	$	2,447,483.49

RESOLUTION NO. 2016-454

City of Asbury Park
County of Monmouth
State of New Jersey

RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AUTHORIZING COMPENSATION PAYMENT TO FIL JAMES LAO UPON HIS SEPARATION OF EMPLOYMENT

WHEREAS, Fil James Lao and the City of Asbury Park have agreed on a separation and release agreement effective November 1, 2016; and

WHEREAS, Fil James Lao has accumulated earned time that he is entitled to be compensated for as follows:

38 ½ Vacation Days	$ 17,713.85
6 ¼ Compensatory Hours	$ 87.56
Total Amount Due	$ 18,001.41

WHEREAS, in accordance with N.J.A.C. 5:30-15.4 and the Fair Labor Standards Act, sufficient documentation has been provided to Chief Financial Officer, JoAnn Boos for the above accumulated earned time.

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, County of Monmouth, State of New Jersey, that they hereby approve the payment of $18,001.41 to Fil James Lao upon his separation of employment effective November 1, 2016 for the above accumulated earned time to be paid on November 30,2016.

I, CINDY A. DYE, 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. 2016-454 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

CINDY A. DYE
CITY CLERK

RESOLUTION NO. 2016-455

City of Asbury Park
County of Monmouth
State of New Jersey

AUTHORIZING THE PURCHASE OF AN EXCHANGE SERVER FOR THE POLICE DEPARTMENT

WHEREAS, on September 18, 2016 the Temporary Purchasing Agent solicited a proposal from SHI for installation and purchase of an exchange server for the police department; and

WHEREAS, this purchase is off of State Contract 89851; and

WHEREAS, the proposal is attached to this Resolution and is hereby named Attachment A; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the Capital Account C-04-55-998-162-005 in the amount of $47,774.00; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes the purchase of hardware, installation and software of an exchange server from SHI in the amount of $47,774.00.

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

I, CINDY A. DYE, 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. 2016-455 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

CINDY A. DYE
CITY CLERK

FINANCE DEPARTMENT
DIVISIONS:
ACCOUNTS AND CONTROL
PURCHASING
PAYROLL
TAX ASSESSMENT
TAX COLLECTION
INFORMATION SYSTEMS

CITY OF ASBURY PARK NEW JERSEY 1897

CITY COUNCIL
JOHN B. MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
YVONNE CLAYTON
JESSE KENDLE
EILEEN CHAPMAN

MICHAEL N. CAPABIANCO, CITY MANAGER
JOANN BOOS, CFO

CITY OF ASBURY PARK
CERTIFICATION OF FUNDS

Pursuant to N.J.S.A. 40a:4-57, N.J.A.C. 5:345, and any other applicable requirements, I, JoAnn Boos, Chief Financial Officer of the City of Asbury Park, hereby certify that there are available sufficient uncommitted appropriations in Account C-04-55-998-162-005 of the City of Asbury Park to provide water aerobics and swimming in the amount of $47,774.00 (Forty-seven thousand seven hundred seventy-four and zero cents).

With: SHI International
290 Davidson Ave.
Someset, NJ 08873

For: Exchange Server for Police Dep.t

In line item appropriations) as follows:
C-04-55-998-162-005

Contract period: N/A

Contract amount: $47,774.00

Amount certified: $47,774.00

Dated: November 22, 2016

JoAnn Boos, Chief Financial Officer

City of Asbury Park
Resolution Date 11/22/16

ONE MUNICIPAL PLAZA ASBURY PARK, NJ 07712 PHONE (732) 502-5709 FAX: (732) 775-0441

Exchange Migration

STATEMENT OF WORK

11/18/2016

Prepared for

Asbury Park Police Department

Presented By

Gabriella Viola

Account Executive, SHI

732-652-0262

Gabriella_Viola@shi.com

Table of Contents

1. EXECUTIVE SUMMARY

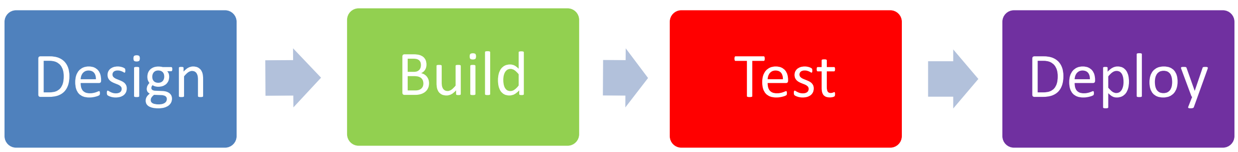
Asbury Park Police Department ("Customer") has engaged SHI Professional Services ("SHI") build and deploy a new Microsoft Exchange environment for the Asbury Park Police Department. This will also involve two key additional tasks: migration of existing email for the Police Department from the existing town outsourced email system to the new on-premises Exchange environment, and the configuration of a Shared Namespace hybrid Microsoft Exchange configuration, to allow proper email routing for mailboxes that will not migrate from the existing system to the new email system. This project will include:

The specific goals and objectives for this project are as follows:

- Assessment of detailed requirements
- Design and build of the Exchange solution
- Design and configuration of the Shared Namespace hybrid configuration
- Migration of mailboxes for the Police Department
- Test, documentation, and knowledge transfer of the solution

2. PROJECT DELIVERY METHODOLOGY

SHI uses the Design, Build, Test and Deploy model as a standard for all projects. This model is an industry accepted best practice that allows for the optimal system configurations and usage of appropriate tools/functionality.



The phases of the model are described in detail as follows:

1. **Design –>** In this phase, the customer requirements are understood and a design for the on-premises Exchange solution is developed. The consultant will review requirements for the Shared namespace configuration with all appropriate town IT personnel, as designated by the town. A review of the design is conducted with and approved by the SHI Contact prior to any configuration.

2. **Build –>** In this phase, the actual implementation is executed. This would include installation and configuration of the Exchange Server and services, configuration of the backup solution, and installation and configuration of the archiving service.

3. **Test –>** Test plans for verifying the Exchange Server solution are written and executed to verify that the built environment performs as expected under various failure conditions. Results of the tests are captured for review. A pilot is also executed to ensure migration and solution success.

4. **Deploy –>** The built environment is turned over to the client with a specified amount of knowledge transfer, and all users migrated. The results of the testing are also reviewed during this phase.

3. PROJECT MANAGEMENT

A resource will be provided by SHI to work with the Customer to see the entire project through to completion. This resource will be the first call for support of any kind at any time during the project. SHI Project Management covers items such as, but not limited to:

- Project Management conducts a kick off meeting to ensure all project deliverables are outlined and sets proper project expectations.
- Project Management ensures project timelines, dependencies, budgets and closure are met within the project lifecycle.
- Project Management holds regular status meetings with SHI's Consulting team to identify proactively any issues that may arise in order to mitigate risk.
- Project Management holds regular status meetings with the client to review project status, open action items, and upcoming tasks.
- Project Management issues regular status reports to the management of all companies involved in the project.
- Project Management facilitates any necessary change orders and administrative tasks as necessary.

4. SUMMARY OF CUSTOMER ENVIRONMENT

The Asbury Park Police Department is currently part of the email solution that is hosted by a Third Party, along with the rest of the town. The Police Department has received a mandate that they cannot have their email hosted by a third party. As a result, they are looking to implement a standalone Microsoft Exchange-based solution for the Department.

The current Asbury Park Police Department environment is:

- Approximately 140 users
- 5-7 civilian, the rest police officers
- Approximately 20 are heavy email users
- No Outlook Web Access
- All-important email will be stored in PST files (no requirement to migrate mailboxes)
- The largest PST files are 10-15 GB, but most are small
- All town employees share the same SMTP namespace (@cityofasburypark.com)
- Single location
- No hardware in place

5. PROPOSED ARCHITECTURE

SHI recommends a highly available physical server-based implementation of Microsoft Exchange in the single location designated by the Police Department. The reason for the highly available configuration is that this Exchange Solution will provide relay services for the entire town, so an outage of this system will be an outage of the entire town's email system.

6. SCOPE OF SERVICES OVERVIEW

SHI, through its employees or other agents, shall provide to Asbury Park Police Department the services described as follows:

- Assessment of current environment
- Assessment of Asbury Park Police Department and Town requirements
- Design and documentation of the solution
- Build of the solution
- Test of the solution
- Pilot of the solution
- Migration of the remaining non-pilot users to the new environment

7. PROJECT IMPLEMENTATION TASKS

The tasks listed here represent the major tasks that will be performed as part of this project and can be driven from the Work Breakdown Schedule (WBS). Each individual sub-heading has many tasks; these are only the high level tasks or outline of the work to be performed. Actual tasks will be documented in the project plan, tracked, and noted in status documents.

Phase	Major Tasks
Project Start	Initial Project plan development
	Internal Planning sessions
	Kick-off meeting
Design	Analyze the existing email and calendaring environment and map all existing functionality to a MS Exchange/Outlook solution
	Define backup requirements
	Define archiving requirements
	Review of data migration requirements
	Review Shared Namespace requirements
	Review DNS configuration
	Review AD
	Write findings and recommendations deliverable
	Develop Exchange Design
	Develop Shared Namespace and message routing design
	Develop design and requirements of supporting services - DNS, AD, Policy
	Document Design
	Define Project Plan
	Implement AD changes
	Install Exchange SW
Build	Configure Exchange software
	Stage Message Routing configuration
	Stage DNS changes
	Document migration process
Test	Test Exchange
	Implement DNS and Message Routing changes

Deploy	Validate all system-level functionality
	Migrate 10 Test Users
	Validate Test users
	Migrate remaining users
	Finalize documentation
Project Close	Close meeting
	Archive
	Create final project documentation

8. DOCUMENT DELIVERABLES

The following documentation will be delivered in this project. Management of this documentation will be as follows:

1. The SHI team will create the document
2. The SHI project manager will institute revision control on the document
3. Document will be sent to the Customer for review. Unless agreed upon previously, feedback from the Customer will be required within five business days. If feedback is not received within that timeframe, the document will be considered "accepted" by the Customer
4. Asbury Park Police Department reviews and either approves it, or returns to the SHI PM with changes indicated
5. SHI team makes any necessary changes
6. SHI PM delivers final version of document to Asbury Park Police Department. This version, if required, will be used in subsequent steps in the project

1. DESIGN DOCUMENTS

Design documentation in Microsoft Visio and Word for the following areas:

a. Exchange Topology Overview
   i. - Mailbox Server Topology
   ii. - Client Access Server Topology
   iii. - Hub Transport Server Topology
   iv. - Message Routing Topology

b. Mailbox Server Configuration
   i. - High Availability Configuration
   ii. - Operating System Configuration
   iii. - Hardware Configuration (N/A if virtualized)

c. Storage Design
   i. - Database Placement
   ii. - Database Configuration
   iii. - Physical Storage Configuration (N/A if virtualized)

d. Backup and Restore
   i. - Backup Schedule
   ii. - Recovery Targets
   iii. - Mailbox Data Recovery

e. Hub Transport Configuration
   i. - Operating System Configuration
   ii. - Hardware Configuration (N/A if virtualized)
   iii. - Message Routing Configuration

f. Client Access Server Configuration
    i. - Operating System Configuration
    ii. - Hardware Configuration (N/A if virtualized)
    iii. - SSL Certificates

2. BUILD DOCUMENTS

Build documentation in Microsoft Visio and Word for the following areas:

a. Exchange Topology Overview
    iv. - Mailbox Server Topology
    v. - Client Access Server Topology
    vi. - Hub Transport Server Topology
    vii. - Message Routing Topology

b. Mailbox Server Configuration
    viii. - High Availability Configuration
    ix. - Operating System Configuration
    x. - Hardware Configuration (N/A if virtualized)

c. Storage Design
    xi. - Database Placement
    xii. - Database Configuration
    xiii. - Physical Storage Configuration (N/A if virtualized)

d. Backup and Restore
    xiv. - Backup Schedule
    xv. - Recovery Targets
    xvi. - Mailbox Data Recovery

e. Hub Transport Configuration
    xvii. - Operating System Configuration
    xviii. - Hardware Configuration (N/A if virtualized)
    xix. - Message Routing Topology

f. Client Access Server Configuration
    xx. - Operating System Configuration
    xxi. - Hardware Configuration (N/A if virtualized)
    xxii. - SSL Certificates

Note: This project and Scope of Work consists only of the services and deliverables listed above. Should other services or deliverables be requested or deemed necessary, a mutually agreed change order must be executed prior to the initiation of work effort being performed (see Change Control section for further detail).

9. SUCCESS CRITERIA

The project milestones and success criteria for each milestone are as follows:

1. **Assessment Complete**
   a. All assessment documents reviewed with Customer (list of documents in Document *Deliverables* section)
   b. All assessment documents approved

2. **Design Complete**
   a. All design documents reviewed with Customer (list of documents in Document *Deliverables* section)
   b. All design documents are approved

3. **High Level Project Plan Complete**
   a. High Level Project Plan reviewed with Customer
   b. High Level Project Plan is approved

4. **Installation of Exchange Server Complete**
   a. All required server roles installed
   b. All roles configured

5. **Testing of Exchange Environment Complete**
   a. Test plans executed to validate the solution is built to design (re-use of test plans created previously)
   b. Customer reviews and approves the test results

6. **Project Close**
   a. All project deliverables reviewed and approved by Customer
   b. Microsoft Exchange is installed and operating in Asbury Park Police Department environment per design specs

10. PROJECT DURATION

The estimated project duration is 4 to 5 weeks SHI will work with Asbury Park Police Department to provide the required resources to meet a schedule that would be agreeable to all parties. In addition, the schedule assumes reasonable access to Asbury Park Police Department resources and does not allow for holidays, vacations, and unforeseen delays in deliveries.

** Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement.*

11. RESOURCES AND SKILLS

SHI will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Resource	Role	Involvement
Solution Architect	Design, build, test, and deployment of the Microsoft Exchange solution. Migration of all users	Full-Time
Project Manager	Daily and weekly management of subcontractor resources; development and management of project plan; managing weekly or bi-weekly project meetings; documentation of all project tasks and timelines.	Part-Time

12. ASSUMPTIONS

The program and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. SHI is not responsible for lost data. SHI recommends that Asbury Park Police Department perform a full working backup of their data prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the project. Asbury Park Police Department is responsible for providing a resource dedicated to this project and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. Minimum lead time for scheduling is fourteen (14) business days from our receipt of the signed SOW or fourteen (14) business days from the confirmed start date between SHI and Asbury Park Police Department; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
4. SHI will not develop applications as a part of this Statement of Work.
5. Asbury Park Police Department will provide the necessary hardware to complete the project.
6. All documentation will be delivered within fifteen (15) business days after the completion of the onsite portion of this SOW.
7. SHI is not responsible for delays caused by failures; including but not exclusive to systems, personnel or environmental causes or in receiving data from Asbury Park Police Department.
8. Any restrictions or requirements regarding the SHI consultants' use of personal equipment must be stated in advance of the commencement of the project.
9. Asbury Park Police Department will make the necessary administrative usernames and passwords available to the SHI consultants.

10. Asbury Park Police Department will provide detailed and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
11. Asbury Park Police Department will provide the necessary workspace and network access to provide the above services.
12. Asbury Park Police Department will provide access to building(s) and room(s) as necessary to complete the services described above.
13. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Asbury Park Police Department. All wiring, hardware, and software required to perform the above services are in working order.
14. Asbury Park Police Department will provide a technical point of contact during the time of this project.
15. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.
16. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
17. The SHI consultant will be provided with administrative access to all relevant Asbury Park systems, to include Active Directory and the new Exchange Environment
18. Asbury Park will create all required service accounts in Active Directory with all entitlements as specified by the approved design document
19. The hardware required to implement the solution will be provisioned and available no later than the end of the design phase
20. All servers (physical or virtual) and operating systems required for this effort will be built, fully patched, and configured to Asbury Park standards prior to the end of the design phase.
21. The Microsoft Exchange solution will be deployed in a single datacenter
22. Asbury Park will provide a centralized platform to push the new Exchange Server configuration to the client endpoints. VDX will review options with Asbury Park.
23. No email will be migrated from the existing email system
24. VDX will support the migration of up to 140 users to the new email solution
25. Asbury Park personnel are authorized to update organizational DNS records, to include all records related to email and message delivery
26. Asbury Park personnel will grant access to DNS to allow for required changes
27. Asbury Park Police Department will obtain approval for the town email to route via the newly implemented solution to allow for the Shared Namespace configuration

13. LOCATIONS

The location/s of services to be provided and billing contact:

CONTACT INFORMATION
Company Name: Asbury Park Police Department
Street Address: One Municipal Plaza
City, State, Zip Code: Asbury Park, NJ, 07712
Contact Name and Title: Mike Capabianco; Business Administrator
Contact Phone Number and E-mail address: (732) 502-5755; michael.capabianco@cityofasburypark.com

WORK LOCATION
Street Address: TBD
City, State, Zip Code: TBD

14. CUSTOMER RESPONSIBILITIES

Both Asbury Park Police Department and SHI are responsible for the successful execution of this Project. Asbury Park Police Department agrees to the following assigned responsibilities:

- Prior to the start of this SOW, Asbury Park Police Department will indicate to SHI in writing a person to be the point of contact. All Project communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for Asbury Park Police Department in all aspects of the Project; however any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between Asbury Park Police Department and SHI is made through the SHI Project Manager.
- The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- The Customer Contact will ensure that SHI Project personnel have reasonable and safe access to the Project site and adequate office space, if required.
- The Customer Contact will help resolve Project issues and ensure that issues are brought to the attention of the appropriate persons within the Customer organization, if required.
- The Customer Contact will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this Project ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
- Asbury Park Police Department will inform SHI of all access issues and security measures, and provide access to all necessary hardware and facilities as required.
- Asbury Park Police Department will provide, at no expense to SHI: computer hardware, software, and access to the Customer network as required to complete the work described in this Statement of Work.
- Asbury Park Police Department is responsible for providing all telecommunications equipment, and related infrastructure as required for the successful completion of this Project.
- Asbury Park Police Department agrees that all related information regarding this project will be communicated to SHI as expeditiously as possible.

15. CHANGE CONTROL PROCESS

The “Change Control Process” is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the baseline Project plan if mutually accepted by the Customer and SHI Project Managers.

Under the Change Control Process, a written “Change Request” (attached as Appendix A) will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

SHI and Asbury Park Police Department will review the change request. All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project’s scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.

16. SOW REVIEW PROCESS

Upon receipt of a signed SOW and Purchase Order, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with SHI and Asbury Park Police Department’s Team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Asbury Park Police Department’s team who will be involved with the project to understand the Project’s goals, tasks, deliverables, and timelines.

Upon completion of the project kick-off meeting, minutes of the Kick-off meeting will be created based on the meeting discussion and distributed to Asbury Park Police Department. Any changes to the project scope will be documented in these minutes. If Change Orders are necessary due to scope changes, that process would be initiated after the Kick-off meeting.

17. PRICE AND PAYMENT SCHEDULE

SHI proposes to deliver the services described here for a fixed price for the fees set forth below:

Program Component	Fee
Exchange Migration	$47,744

This price quote is valid for 60 days from 11/18/2016.

Any additional work that is required outside the scope of this SOW requires written approval by Asbury Park Police Department and SHI as described in the Change Control Process detailed in this document and will be billed at a rate mutually agreed upon by SHI and Asbury Park Police Department.

1. PAYMENT SCHEDULE

The following table describes the project milestones. When these are completed and approved by Asbury Park Police Department, SHI will invoice the specified amount.

Project Milestones	%	Fee
Kickoff	10	$4,774
Design Approved	30	$14,323
Build turned over to customer for testing	20	$9,550
Migration complete	30	$14,323
Project Close	10	$4,774
Total:	**100**	**$47,744**

2. TRAVEL EXPENSES

Travel expenses are not included in the above price. Any expenses incurred will be billed as actual and receipts will be provided. Any travel must be pre-approved in advance by the Customer (a pre-approval form will be submitted for signature prior to the trip). Expenses will adhere to SHI's travel policy (shown in Appendix B).

A PO for travel must be set up in advance or included as part of the PO for this Work Order.

The estimated travel expenses for this project are $3,350.

The travel expenses are based on the following assumptions:

- 3 days onsite for assessment
- 5 days onsite for build
- 3 days onsite for deployment support

3. BILLING TERMS

SHI will request the approval of Asbury Park Police Department when a milestone (see Payment Schedule above) has been completed. Upon receipt of Asbury Park Police Department's approval, SHI will invoice Asbury Park Police Department for the milestone. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order

18. TERMS & CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of the SHI services agreement between Asbury Park Police Department and SHI, or, if Asbury Park Police Department and SHI have not executed a service agreement, the terms of the Professional Services Agreement shown in SHI PSA - Terms and Conditions incorporated herein by reference (in either case, the "Terms and Conditions".) This agreement shall be considered an "SOW" for purposes of the Terms and Conditions.

19. SPECIAL DATA SECURITY CONSIDERATIONS

As data security concerns and regulations continue to rise in import such as Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS), SHI wants to ensure the project delivery Team maintains that compliance. If the Customer organization utilizes special tools or has procedural requirements that must be observed during this project such as the use of Cloud storage or file/email encryption, please advise your SHI Sales representative and Project Manager as soon as possible. If required tools are not currently employed by the SHI Team, the costs of those tools will be a project expense pass-through. Please allow project initialization time for acquisition of these tools.

20. SOW ACCEPTANCE

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes SHI to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

Asbury Park Police Department		SHI International Corp.	
Name		**Name**	
Title		**Title**	
Signature		**Signature**	
Date		**Date**	

21. CONFIDENTIAL

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Asbury Park Police Department's organization. If a contract is awarded to SHI as a result of or in connection with the submission of this document, Asbury Park Police Department shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Asbury Park Police Department and SHI. This restriction does not limit Asbury Park Police Department right to use information contained in this document if it is obtained from another source without restriction.

22. APPENDIX A – CHANGE REQUEST FORM

CHANGE REQUEST FORM

Project Name:	Exchange Migration
Customer Name:	Asbury Park Police Department
Change Request Number:	
Date:	
Submitted by:	
Change Evaluator:	

CHANGE REQUEST DESCRIPTION
IMPACT OF CHANGE
PRICE
SIGNATURES

Status: Accepted/Rejected		**Reason:**	
Asbury Park Police Department Approval:		**Date:**	
SHI Project Manager Approval:		**Date:**	

23. APPENDIX B - SHI EXPENSE POLICY

Expense policies stated here will be followed by SHI and its subcontractors. Variance from any of these policies as required by Asbury Park Police Department must be identified and provided to SHI in writing prior to the start of this agreement.

1. All expenses will have an accompanying receipt except for mileage in a personal vehicle.
2. Personal vehicle expenses will be accompanied by the mileage being claimed.
3. All meal expense receipts will be accompanied by the detail of what was purchased by menu item.
4. Alcohol is not a reimbursed expense. Alcohol on a detailed receipt will be lined out and subtracted from the total.
5. The standard daily maximum allowance for food is $50.00.
6. The standard daily lodging maximum is $159 per night with higher maximums in specific locations; taxes on the actual rate are not included in this rate. Government agencies that lower this limit will be abided. For those Government agencies that follow Federal rules for lodging, the following website is used to obtain Federal rules by locale for lodging limits: http://www.gsa.gov/portal/category/100120
7. All travel will be pre-approved by the Customer and supported by receipt indicating class and date(s) of travel, full amount including taxes. Travel expenses such as baggage fees are documented with receipt.
8. Expenses are capped at 150% of the estimate stated here unless specifically pre-authorized by Asbury Park Police Department.
9. Per Diem rates do not apply; only receipted expenses will be submitted.
10. Tips are capped at 15%.

NOTICE OF AWARD AND METHOD OF OPERATION

Term Contract M0003 SOFTWARE LICENSE, MAINTENANCE, SUPPORT AND RELATED SERVICES CONTRACT

Table of Contents

1.0 BACKGROUND

1.1 PURPOSE AND INTENT

The purpose of Term Contract M0003 Software License, Maintenance, Support and Related Services Contract ("the contract" or "M0003") is to provide Using Agencies and Cooperative Purchasing Partners with a mechanism to purchase software products and associated services through a Software Reseller.

The State of New Jersey participated in the competitive bid process with the Commonwealth of Massachusetts, Rhode Island and Vermont, to leverage the combined purchasing power of these states and to achieve significant cost savings for taxpayers. New Jersey awarded the contract to CDW Government LLC, Dell Marketing L.P., Insight Public Sector Inc., PCMG Inc., and SHI International Corp.

Each Contractor provides a catalog of products and services provided by a variety of Software Publishers and Services Providers ("Providers"). In addition, each Contractor offers pre-sale services to assist Using Agencies in making purchasing decisions.

In certain situations, the State may require a separate agreement to be in place with a Provider (See Section 6.0 Custom Agreements below).

1.2 WHAT'S NEW

The key differences between the expired M0003 and the new M0003 contract are as follows:

- Five (5) Contractors instead of three (3);
- No sole source for Microsoft or any other Provider;
- Two-tiered pricing;
- Revised quote package requirements;
- Revised Software Publisher/Service Provider Agreement ("SPA") and new Software as a Solution ("SaaS")[1] Supplement (coming soon);
- OIT and DPP Pre-Approval of SaaS; and
- Clarified roles and responsibilities on the development of Custom Agreements.

1.3 SCOPE

Using Agencies may purchase the following products and services through one of the Contractors under this contract:

- Commercial Off the Shelf Software ("COTS");
- Software Related Services (implementation, training, installation, and configuration services. Limited customization of COTS is permitted with advance written approval of the State Contract Manager);
- Maintenance and technical support services;
- Software as a Solution ("SaaS")(see Glossary for definition); and
- Software packaged with hardware as an appliance (with the written approval of the State Contract Manager).

[1] The State of New Jersey uses the term "as a Solution" in lieu of the common industry terminology "as a Service."

Contractors may provide pre-sales assistance, documentation and volume license agreement (VLA) administration. Examples of pre-sale services available to Using Agencies from Contractors include:

- Volume License Agreements ("VLA") – assistance with determining the most cost-effective buying strategy and ensuring compliance with licensing requirements;
- Recommendations –assistance in finding a package to meet a specific need, e.g., flow-charting software;
- Cost-effectiveness of upgrade protection plans;
- Total Cost of Ownership ("TCO") comparison of premise-based licenses vs. SaaS; and
- Academic VLA assistance.

Limitations – the following are **not** permitted under this contract:

- Platform as a Solution ("PaaS") and Infrastructure as a Solution ("IaaS") solutions (see Glossary for definitions);
- SaaS purchases with a first year cost of over $1,000,000 per year;
- Geographic Information System ("GIS") software products (Use the GIS Software Contract with ESRI, located on the Division's website at: http://www.state.nj.us/treasury/purchase/noa/contracts/m7003_11-r-21579.shtml);
- Services that are not Software Related Services, including but not limited to IT staff augmentation services and IT consulting services; and
- Leasing is not permitted for State Using Agencies. Cooperative Purchasing Partners may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this contract and is between the Contractor and the respective Cooperative Purchasing Partner only.

1.4 CONTRACT NUMBERS AND TERM

The State contract numbers are specified below:

Contractor	Contract #
CDW Government LLC	89849
Dell Marketing LP	89850
Insight Public Sector Inc.	89853
PCMG, Inc.	89854
SHI International Corp	89851

The contract term is September 1, 2015 through June 30, 2020.

1.5 OBTAINING QUOTES

Prior to placing orders, Using Agencies should review applicable Circular letters and ensure compliance.

The Using Agency must request a quote from all five Contractors, except when ordering Microsoft products under an Enterprise Agreement enrollment (see Section 1.6 below). However, only the lowest three (3) quotes need be submitted with the purchase. The Using Agency should keep all quotes received in its own file.

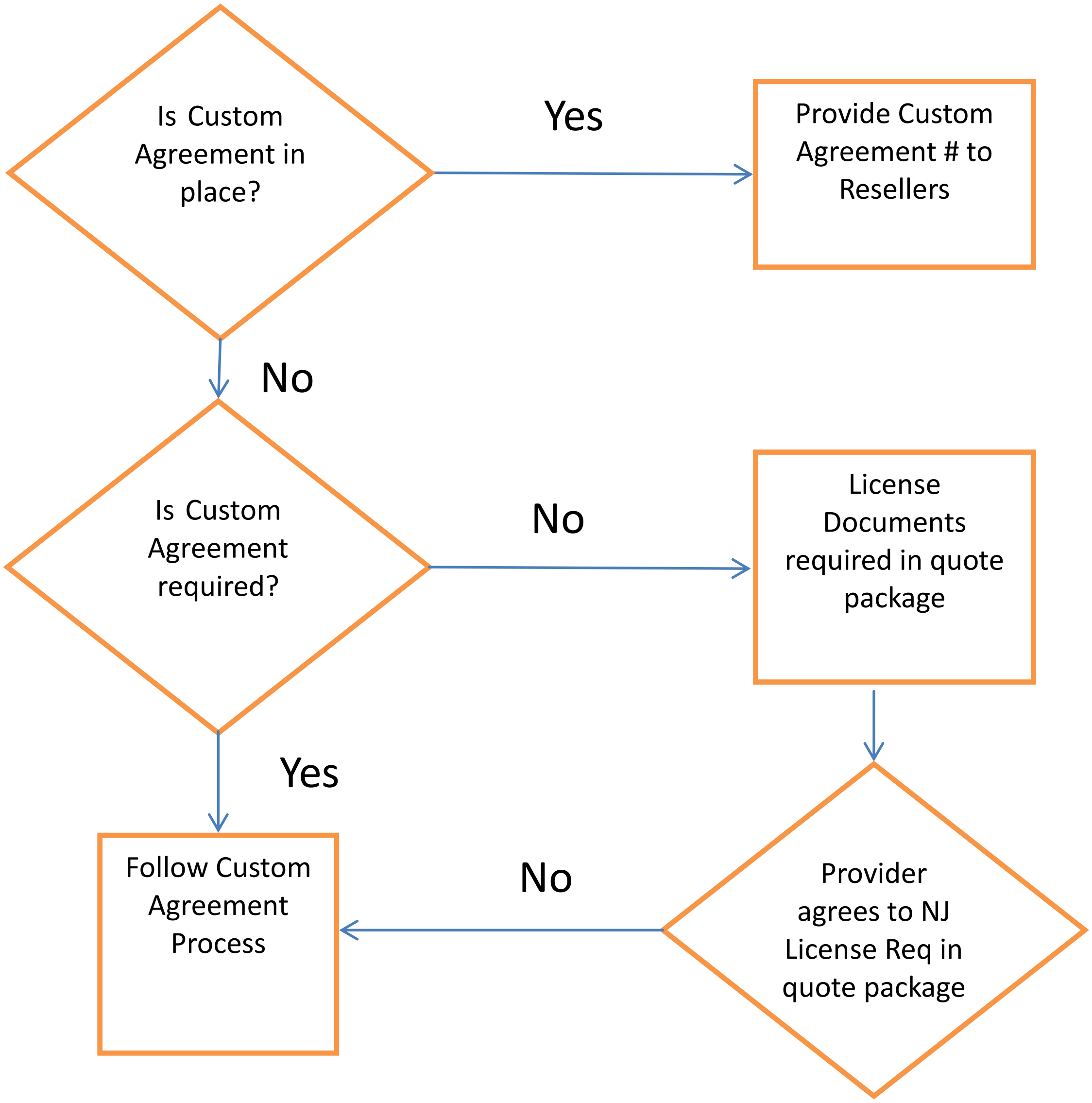
When requesting a quote, the Using Agency must advise the Contractor whether the Provider has a Custom Agreement or exception with the State or not. This information may be found in the document titled "NJ Custom Agreements List" on the DPP website for the M0003 contract. This information is needed because it will determine what documentation the Contractor is required to provide in the quote package (see below).

Quote Package - All quotes submitted to the Using Agency by a Contractor must include the following information:

- Contractor's State of NJ Contract number;
- Product and/or Service description;
- Scope of Work (for Software Related Services and SaaS);
- The price of the software and/or services;
- The % discount or % mark-up;
- Disclosure of the quotes pricing level (Tier 1 or Tier2);
- The State's price;
- Term;
- **NEW:** If a Custom Agreement or exception is in place with the Provider, the quote must reference the NJ Custom Agreement Number or exception status; and
- **NEW:** If a Custom Agreement is not in place AND a Custom Agreement is not required, the quote must include the following documents (see Section 6.1):
  - The State of New Jersey License Agreement Requirements document (Exhibit 1)
  - The Provider's Standard Form Agreement(s) ("SFA") applicable to the purchase (e.g., Software License Agreement, Maintenance Agreement, Service Agreement, etc.).
- If a Custom Agreement or exception is not in place AND is required, then follow the Custom Agreement process described in Section 6.2.

See process chart below. Any quote that does not contain the information above must be returned to the Contractor and not accepted.

Quote Package Process Flow



The Using Agency may obtain quote(s) from the Contractor's website or the Using Agency may contact the Contractor representative listed below. Please note, for all purchases under this contract, the Purchase Order will be issued directly to the Contractor. In addition, it is recommended that the Using Agencies directly contact the Contractor representative for assistance with purchases before issuing a Purchase Order. This will ensure that the Using Agency is ordering the appropriate products and services to meet its needs.

Using Agencies must accept the lowest priced quote and issue a Purchase Order to the Contractor with the lowest price. There may be cases where the Contractor is unable to sell a software product. In this case, the Using Agency should obtain documentation from the Contractor stating that it cannot offer a quote and this documentation should be kept with the file for the purchase.

If a Using Agency is searching for a specific software product and it is not listed on the website, the Using Agency should call the Contractor to ascertain if the Contractor has the software under its portfolio. Contractors are permitted to add software to the contract throughout the term of the contract. Therefore, the website may not reflect the addition of a software product immediately. It should also be noted that if a Using Agency needs a specific software product and the Contractor does not currently have that software in its portfolio, the Contractor has the capability of working with the Provider to have the software added to its portfolio. If none of the Contractors have the specific software product needed, the Using Agency should contact all five Contractors to request the addition of the product.

Multi-year quotes – The Reseller may provide a quote for multi-year pricing. However, the Using Agency may only pay one year at a time, subject to appropriations and availability of funds.

1.6 MICROSOFT OPTIONS

Microsoft requires enrollments under an Enterprise Agreement to identify a single reseller to service that agreement. Thus, all existing enrollments under the State's Enterprise Agreement are currently serviced by Dell.

Using Agencies with an existing enrollment under the State's Enterprise Agreement that is serviced by Dell may do one of the following:

1. Continue to obtain Microsoft software through Dell under the existing enrollment, or
2. Choose to issue a Change of Channel Partner (COCP) request to switch the current enrollment from Dell to one of the other Contractors.

Using Agencies entering a new enrollment or renewing an existing enrollment under the State's Enterprise Agreement may choose any of the Contractors.

Using Agencies that purchase under the State's Select Plus Agreement or Academic Select Plus Agreement may use any of the Contractors, but may have to complete a new Public Contract Number (PCN) form with the selected Contractor.

1.7 CONTRACTOR CONTACT INFORMATION

The information below is specific to each Contractor and will assist Using Agencies with software purchases:

CDW GOVERNMENT LLC

CDW•G Account Team
Using Agencies can log-in to the Account Center on the contract site or cdwg.com for availability and contact information of the CDW•G Account Manager. Alternatively, the Using Agency can contact the following resources:

State and Local Government

Kevin Cucuel, Sales Manager	P: 866.613.1173 E: kevicuc@cdw.com
Glen Brown, Field Account Manager	P: 866.872.0847 E: glenbro@cdw.com

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K-12 Education

Sarah Rosenfeld, Sales Manager	P: 203.851.7128 E: sarah.rosenfeld@cdwg.com
Jon Kertesz, Field Account Executive II	P: 866.479.7354 E: jonaker@cdw.com

Higher Education

Clayton Boras, Sales Manager	P: 866.776.7365 E: clayton@cdwg.com
David Partridge, Field Account Executive II	P: 847.465.6000

E: davipar@cdw.com

All Other Eligible Purchasers
CDW•G Sales Assistance | P: 800.808.4239

Other Contacts (Escalation Path)
For matters that require escalation, please reach out to the following contact
Jon Mazella, Sr. Sales Manager | P: 866.776.7415
E: jonathan.mazella@cdwg.com

Online Pricing and Product Information
To view CDW•G's highly competitive ITS58 price offer and expansive software portfolio, please visit www.cdwg.com/MAITS58.

DELL MARKETING L.P.

As a general rule the Using Agency should contact the "Inside Sales Representative" for product questions and quotes, and the Account Executive for questions, local support, and in person meetings.

Account Manager – Lorri Bailey
Lorri_bailey@dell.com
512.723-0016

Software Inside Sales Representatives for selected Agencies:

Eric Bohn eric_bohn@dell.com 224-543-5332

OIT	ATTORNEY GENERAL'S OFFICE	NJ COURT SYSTEM
ECONOMIC DEVELOPMENT AUTHORITY	LABOR DEPARTMENT	HUMAN SERVICES DEPARTMENT
GOVERNOR'S OFFICE	STATE TREASURER'S OFFICE	NEW JERSEY STATE LIBRARY
State Police	Community Affairs	Civil Service Commission

Jamie Wilson jamie_wilson@dell.com 224-543-5668

ENVIRONMENTAL PROTECTION DEPARTMENT	NEW JERSEY GENERAL ASSEMBLY	AGRICULTURE DEPARTMENT
NEW JERSEY STATE PAROLE BOARD	NJ Department of Health	CAPITAL BUDGETING AND PLANNING COMMISSION
HOUSING AND MORTGAGE FINANCE AGENCY (HMFA)	PERSONNEL DEPARTMENT	EDUCATIONAL FACILITIES AUTHORITY
CORRECTIONS DEPARTMENT	TRANSPORTATION DEPARTMENT	MILITARY AND VETERANS' AFFAIRS DEPARTMENT

New Jersey State agencies not listed above:
Eric Bohn; eric_bohn@dell.com; 224-543-5332
Jamie Wilson; jamie_wilson@dell.com; 224-543-5668

Local Government and Municipalities:
Aaron Nichols; aaron_j_nichols@dell.com; 512-728-1394
Ryan Schumaker; ryan_schumaker@dell.com; 512-513-3588
Romina Kronick; romina_kronick@dell.com; 512-723-1135

Other Contacts (Escalation Path)

Brad Carr is the New Jersey Account Executive for Partner Software brad_carr@dell.com, 646-573-0885

Maheen Mirza is the Outside Regional Sales Director for Federal and Northeast Software Sales (excluding Dell IP). maheen_mirza@dell.com 703-334-1990

Kim Wood is the Sales Manager for Local Government and Municipalities:
kim_wood@dell.com 512-728-5262

Using Dell Software Online to get pricing, reports, and information
Link to Dell Software Online

Any Using Agency can access Dell Software Online. Some Dell Software Online features require an additional level of access:
- reports of your Agency's software purchases
- order tracking

Each Using Agency may designate one "Site Supervisor" by contacting their Dell Account Manager. The Site Supervisor will be given a login ID and password which will enable access to account information to control access to additional Dell Software Online features. If a Using Agency requires a login and password to be issued, please contact the Dell Software Inside Sales Representative identified above to request a login and password for Dell Software Online.

Other ways to get reports
The previous section describes how you can run reports on your own. If you prefer, your Dell Account Representative can create reports of your Agency's software purchases, both ad hoc reports and reports which can be scheduled for you to receive automatically on a periodic basis. **One report Using Agencies may find useful is a report showing the expiration date for maintenance for each of their software licenses.**

Ordering Address
Dell Marketing, L.P.
850 Asbury Drive
Buffalo Grove, IL 60089

Payment Address
Dell Marketing, L.P.
PO Box 643561
Pittsburg, PA 15264

INSIGHT PUBLIC SECTOR, INC.

Insight Public Sector (IPS) utilizes an online portal to search for available software, quote and purchase information. If a software title A Using Agency needs is not listed, the Using Agency must contact an IPS representative via phone or email. IPS will contact the Provider and if agreed upon, IPS may add it to its catalog and provide a quote to the Using Agency.

The link for the New Jersey IPS Software Contract is: www.ips.insight.com/njm0003

Orders may be placed by phone, fax and email or online at the above website.

New Jersey Sales Team:

State and Local Government:
Ricky Rangel, Account Executive
Phone: 800-467-4448 x3296
Fax: 480-760-8142
Email: ricky.rangel@insight.com

Education:
Victor Sanabia, Account Executive
Phone: 800-467-4448 x6206
Fax: 480-760-6805
Email: victor.sanabia@insight.com

State, Local and Education:
Fred Tafoya, Account Executive
Phone: 800-467-4448 x5386
Fax: 480-760-6412
Email: fred.tafoya@insight.com

Sales Management – (Escalation Path – Complex Requirements):
Bill.Raitt@insight.com – Sales Market Leader, East P: 978-835-2588
AJ.DAgostini@insight.com - Manager, Inside Sales P: 800-467-4448 x5308

Reporting
Once you have a login and password for ips.insight.com, agencies can run reports for purchases or the IPS team can create reports of agency's software purchases and email them to directly, either ad hoc or on a scheduled, recurring basis.

PCMG INC.

Account Manager – Danayet Gebremedhin
contract@pcmg.com
800.625.5468

Sales Team	Bill Abrams, Account Executive ITS58@pcmg.com 877-609-5173 Joe Pasipanki, Account Executive ITS58@pcmg.com 800-625-5468 x82447
All Other Eligible Purchasers	PCMG Sales 800-625-5468 ITS58@pcmg.com

Additional Contacts (Escalation Path)	John Crescione Sales Manager SLED Toll Free: 800-625-5468 x82438 John.Crescione@pcmg.com Sandeep Kapoor Sr. Sales Manager 800-625-5468 x54047 Sandeep.kapoor@pcmg.com Imran Yunus Director of Sales 310-337-5908 iyunus@enpointe.com
Contract Manager	Danayet Gebremedhin contract@pcmg.com 800-625-5468 x55679
Online Pricing and Product Information	PCMG's exclusive software pricing for ITS 58 and additional products will be available for viewing soon.

SHI INTERNATIONAL CORP.

The Using Agency can request product, pricing or information via email, fax or phone by contacting the SHI Inside Sales Team for the State of New Jersey.

Inside Sales Team- Quotes/Orders - Toll Free: 800-744-4084
Inside Sales Team –
Mike_Wagenman@shi.com
Nicole_Lawrence@shi.com
Ashley_Brandow@shi.com
Escalation Path
Senior Inside Sales Manager is Yara_Ismail@shi.com - 732-537-7240
Team Email Alias- These emails will go to appropriate inside and outside reps.
State/Local Gov: NJGOV@shi.com
Education: NJEDU@shi.com
Overall Contract Management/ Outside Sales Team
Nick_Grappone@shi.com Public Sector Contracts Specialist
732-537-7166 (office)
Emmy_Okobi@shi.com Account Executive – NJ State Gov
Tim_Martin@shi.com Account Executive – NJ Higher Ed

Bryan_Rosenthal@shi.com Account Executive – NJ K-12
John_Minnella@shi.com Account Executive – NJ Local Gov
Denise_Verdicchio@shi.com Senior Director - Public Sector SLED

2.0 PRICING

Markup/Markdown pricing is shown in the table below. Because the cost to the Contractor may vary depending on agreements with the Provider, the lowest markup will not necessarily result in the best price.

Note that there are two Levels of pricing. **Level 1** covers pricing for routine software orders, including most (but not all) of the services that were covered under the previous M0003 contract such as presales assistance, help finding/selecting products and optimizing the use of volume license agreements such as those for Microsoft and Adobe, ordering assistance, notification of upcoming maintenance expiration, obtaining reports, and catalog access. **Level 2** pricing, which is generally higher than Level 1, includes more complex transactions such as those requiring a Statement of Work. Depending on the Contractor, the markup the Level 2 markup will be 0%-3% higher than the Level 1 markup.

Software Reseller- Markups/Markdowns	Cost Plus or Cost Minus Percentage - Service Level 1 - Orders that do not require the additional level of services specified for Level 2.					Cost Plus or Cost Minus Percentage - Service Level 2 - Orders requiring: 1. Three way agreement (RFR Sectio 3.2.11.1) AND/OR 2. Submission of letters on behalf of Software Publishers (RFR Section 3.2.11.2) AND/OR 3. Statement of Work (RFR Section 3.2.11.4)				
Manufacturer / Software Publisher										
	CDW	Dell	Insight	PCMG	SHI	CDW	Dell	Insight	PCMG	SH
Adobe	2.75%	1.12%	1.95%	1.25%	1.25%	2.75%	2.00%	2.45%	2.00%	3.0
Agate Software	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	3.00%	5.0
Alliance Enterprises	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	3.00%	5.0
Axway	0.00%	1.12%	1.95%	1.50%	2.75%	0.00%	2.00%	2.45%	2.50%	5.0
BLACKBOARD CONNECT INC	0.00%	1.50%	NA	1.50%	NA	0.00%	2.50%	NA	2.25%	NA
CA Technologies	2.25%	1.12%	1.95%	1.25%	1.25%	2.25%	2.00%	2.45%	2.50%	3.0
Checkpoint	2.00%	1.12%	1.95%	1.25%	1.25%	2.00%	2.00%	2.45%	2.50%	3.0
CITRIX	2.75%	1.12%	1.95%	1.25%	1.25%	2.75%	2.00%	2.25%	2.25%	4.2
CommVault Systems	2.75%	NA	1.95%	1.25%	2.00%	2.75%	NA	2.25%	3.00%	5.0
Computer Square, Inc	1.00%	1.12%	NA	1.25%	1.25%	1.00%	2.00%	NA	2.50%	3.0
Compuware	2.75%	1.12%	1.95%	1.50%	2.75%	2.75%	2.00%	2.45%	3.00%	5.0
DELL QUEST	1.50%	**	1.95%	1.25%	1.25%	1.50%	**	2.25%	2.25%	3.0
EMERGENCY COMMUNICATIONS NETW	0.00%	1.12%	NA	1.25%	NA	0.00%	2.00%	NA	2.25%	NA
Hewlett Packard	2.75%	NA	1.95%	1.75%	2.00%	2.75%	NA	2.45%	2.00%	5.0
IBM	1.00%	NA	1.95%	1.75%	1.25%	1.00%	NA	2.25%	3.25%	3.0
Informatica	1.00%	1.12%	NA	1.25%	1.25%	1.00%	2.00%	NA	2.50%	3.0
Information Builders	2.75%	1.12%	1.95%	1.75%	2.75%	2.75%	2.00%	2.45%	2.25%	5.7
Kronos	1.00%	1.50%	NA	1.50%	1.25%	1.00%	2.50%	NA	2.50%	3.0
McAfee	2.75%	1.50%	1.95%	1.25%	1.25%	2.75%	2.50%	2.25%	2.25%	3.0
Microsoft Corporation	-0.25%	-0.15%	NA	NA	NA	-0.25%	0.50%	NA	NA	NA
Onpoint Technologies	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	2.25%	5.7
Oracle	2.50%	1.12%	1.95%	1.25%	1.25%	2.50%	2.00%	2.45%	2.50%	3.0
Pitney Bowes	2.75%	1.12%	NA	1.50%	2.75%	2.75%	2.00%	NA	3.00%	5.7
Proofpoint	2.75%	1.12%	1.95%	1.50%	2.00%	2.75%	2.00%	2.45%	2.25%	5.0
Red Hat	2.75%	1.50%	1.95%	1.25%	2.00%	2.75%	2.50%	2.45%	2.25%	5.0
RSA Security	3.00%	1.12%	1.95%	1.25%	1.00%	3.00%	2.00%	2.45%	2.25%	3.0
Salesforce	2.75%	1.50%	1.95%	1.75%	2.00%	2.75%	2.50%	2.45%	2.25%	5.0
SAP	2.75%	1.12%	1.95%	1.75%	2.00%	2.75%	2.00%	2.45%	2.25%	5.0
SAS INSTITUTE INC	2.75%	1.50%	1.95%	1.50%	2.00%	2.75%	2.50%	2.45%	2.25%	5.0
Softright	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	2.25%	5.7
STR Grants LLC	0.00%	1.12%	NA	1.50%	NA	0.00%	2.00%	NA	2.25%	NA
Symantec	3.00%	1.12%	1.95%	1.25%	1.25%	3.00%	2.00%	2.25%	2.25%	3.0
Tritech Software Systems	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	2.25%	5.7
Tyler Technologies	0.00%	1.12%	NA	1.50%	2.75%	0.00%	2.00%	NA	2.25%	5.7
Vmware	2.25%	1.50%	1.95%	1.25%	1.25%	2.25%	2.50%	2.25%	2.25%	3.0
Websense	1.00%	1.12%	1.95%	1.50%	1.25%	1.00%	2.00%	2.45%	2.50%	3.0
ALL OTHER SOFTWARE	**3.25%**	**3.50%**	**2.75%**	**2.00%**	**3.00%**	**3.25%**	**4.50%**	**2.75%**	**2.50%**	**3.0**
SOFTWARE PUBLISHER SERVICES	**7.00%**	**3.50%**	**3%**	**2.50%**	**6.00%**	**7.00%**	**4.50%**	**3%**	**3.50%**	**6.0**

3.0 CONTRACT CATEGORIES/LINE ITEMS

This contract contains five (5) line items. The line items are grouped as follows:
- Line #01 – General Software
- Line #02 – Maintenance and Support
- Line #03 – Software Related Services (including training)
- Line #04 – Software as a Solution (SaaS)
- Line #05 – Appliances

The contract line items are specified on the Notice of Award.

The State reserves the right to add, modify and/or delete any line items as necessary to better align with technology and methodologies.

4.0 SERVICE REQUIREMENTS

Response to telephone or email inquiries (automated reply is not sufficient): 4 hours

Providing quotes for items in Software Contractor's catalog: *4 hours
*****If items are not in the Software Contractor's catalog and they have no established relationship with the Software Publisher, the Software Contractor cannot control how long it will take to obtain a quote, but must keep the Using Agency updated as to progress.

Delivery time after order receipt for shipped items: CDW - 3 days; PCMG - 7 days; Dell, Insight and SHI - 10 days (except if Eligible Entity notified of delay beyond vendor's control)

Delivery time after order receipt for electronically distributed items: PCMG - 2 days; CDW, Dell, Insight and SHI - 3 days (except if Eligible Entity notified of delay beyond vendor's control) (Subject to availability from the Software Publisher)

Defective/incorrectly delivered media: All vendors will pay for return shipment by Eligible Entity and replace by overnight delivery if requested.

Response to software download/installation problems: 8 hours from notification, for issues such as assistance in navigating the download process, replacement of non-functioning product keys, and similar activities. Assistance with complex installations that are generally handled by the Software Publisher and specified in the ordering transaction are not covered by this provision.

Notification of upcoming maintenance expiration: 3 months in advance of expiration and monthly thereafter until an order is placed, unless otherwise advised by the Eligible Entity.

Other services:

Software consultation
-Help in locating software packages to serve a particular need
-Advice on whether to buy "upgrade protection" given Using Agency's particular situation
-Help on making a decision between SaaS and premise-based software
-Advice on choosing the correct products from a particular product line for Using Agency's needs

Reporting
Generate reports on request showing licenses Using Agency has purchased from the Contractor, when licenses will expire, and other data generated from Using Agency's orders.

5.0 CONSIDERATIONS OF SPECIFIC TYPES OF PURCHASES

5.1 PURCHASE OF NEW SOFTWARE

For all purchases of new software (software that is not currently in use by the Using Agency) above $250,000, the Using Agency must demonstrate that it considered other software publishers that provide similar functionality, and provide the technical and business justification supporting the selection of the selected Provider. The Using Agency will not receive OIT approval for such purchases without demonstrating that other possible Providers were considered.

5.2 PURCHASE OF SOFTWARE AS A SOLUTION (SAAS)

Cloud solutions that are considered IaaS and PaaS may not be procured under the contract. Rather, IaaS and PaaS must be acquired through an advertised procurement. Please refer to the Glossary definitions below for guidance on how a cloud solution is categorized.

The Using Agency must obtain pre-approval from OIT and DPP that a cloud solution is considered SaaS and therefore eligible to be procured under M0003 by submitting the completed SaaS Guidelines Worksheet (Exhibit 3) to the M0003 State Contract Manager. OIT and DPP will evaluate whether the cloud solution meets the criteria for SaaS. The Using Agency may be requested to provide additional information.

In addition, most SaaS solutions are required to obtain OIT Security approval before a SaaS purchase will be approved. Contact the OIT State Contract Manager for information on the OIT Security approval process and to determine whether the specific SaaS solution requires OIT Security approval.

The Using Agency is advised to complete these steps as early as possible in order to allow time to develop an RFP in the event that the cloud solution is not SaaS, or to develop an alternative plan in the event the cloud solution is not approved by OIT Security.

Purchases of SaaS exceeding a one (1) year cost of $1,000,000 or more for the provision of all solution components, including operations and maintenance, shall be excluded from this contract and must be acquired through an advertised procurement. Where permitted, the term of the Scope of Work for SaaS shall not exceed a total of seven (7) years including extensions.

6.0 CUSTOM AGREEMENTS

6.1 WHEN A CUSTOM AGREEMENT IS REQUIRED

The following types of purchases require a Custom Agreement to be in place:

1. Purchases of $50,000 or more;
2. Purchases where the Provider requires the Using Agency to sign a license or service agreement;
3. Purchases where the The State of New Jersey License Agreement Requirements document is required in the quote package and Provider does not agree to include it in the quote package; and
    a. **NOTE:** The new M0003 contract requires the Contractor to include the Provider's SFA(s) and the State of New Jersey License Agreement Requirements document in the quote package unless a Custom Agreement is in place. If the Provider does not agree to include the State of New Jersey License Agreement Requirements document in the quote package, then a Custom Agreement package is required (See Section 6.2 below).

4. SaaS purchases where any of the following apply (OIT State Contract Manager should be contact if Using Agency is unsure if SaaS purchase requires a Custom Agreement or not):
    a. State data is stored by the Provider;
    b. The solution is managing a critical State business function;
    c. The solution requires State-specific configurations in order for the State to use; or
    d. The Office of Information Technology requires a Security Approval.

For purchases related to an existing Custom Agreement, the Using Agency must reference the NJ tracking number of the agreement on the Purchase Order. The Using Agency should reference the "Existing NJ Custom Agreements" document on the DPP website for this information.

Note: A Three Party Agreement (TPA) signed prior to March 1, 2014 for SaaS may continue for up to seven years from the date the agreement was executed. The scope of work specified by the TPA as an exhibit may be renewed and is the only work allowable under that agreement. Therefore, if any additional Using Agency wants to purchase the same software products and services, or if additional products and services are contemplated for use by a Using Agency, then a new M0003 Software Publisher/Services Provider Agreement and associated forms are necessary.

6.2 PROCEDURE FOR DEVELOPING A CUSTOM AGREEMENT

An approved final Custom Agreement generally consists of the following documents:

1. Procurement forms and certifications, and Certificate of Insurance;
2. Signed SPA, amended if necessary;
3. Signed SaaS Supplement to the SPA (SaaS only);
4. OIT Security checklist prepared by Provider and approved by OIT (SaaS only);
5. Provider's SFA(s); and
6. Scope of Work document (Software Related Services and SaaS).

The process of developing the Custom Agreement involves several organizations. Roles and responsibilities vary depending on whether the Provider is an Enterprise Provider (a Provider that supplies software to multiple Using Agencies) or a Non-Enterprise Provider. Exhibit 2 contains a list of Enterprise Providers. The table below highlights the key activities and the responsible organizations. This process does not change or supersede approvals required by applicable Circular letters, and the Using Agency is expected to comply with same.

	Activity	Enterprise Provider	Non-Enterprise Provider	Documents Required	Comment
1	If solution is a cloud solution, obtain OIT and DPP pre-approval that solution is SaaS	OIT	Using Agency	SaaS Guidelines Worksheet	
2	Obtain OIT Security Approval or determination that it is not required	OIT	Using Agency	Contact OIT State Contract Manager	
3	Gather Contracting documents	OIT	Using Agency	See "Required Documents" on DPP website	
4	Verify Chapter 51 Approval	OIT	Using Agency	Submit Provider's completed Chapter 51 form to	For Non-Enterprise Providers, the

				CD134@treas.nj.gov	Using Agency is responsible for obtaining Chapter 51 approval. DPP and OIT require proof of compliance to be submitted in the procurement package and will not manage the approval process for the Using Agency.
5	Verify EEO Approval	OIT	Using Agency	AA302 plus copy of Provider's $150 check to State Treasurer, or copy of valid certificate. See AA302 instructions for additional information.	For Non-Enterprise Providers, the Using Agency is responsible for EEO compliance. DPP and OIT require proof of compliance to be submitted in the procurement package and will not manage the approval process for the Using Agency.
6	Obtain Provider SOW (Software Related Services & SaaS)	OIT	Using Agency	Provider's SOW	
7	Obtain signed SPA or redline	OIT	Using Agency	Provider signed SPA or redline	
8	Obtain Provider SFA	OIT	Using Agency	Provider SFA	
9	Review Provider SFA for business and technical issues	OIT	Using Agency		
10	Prepare comments on SFA and identify Provider and Using Agency contact for SFA issues	OIT	Using Agency	Using Agency list of concerns, Provider contact, Using Agency contact for SFA issues	For non-Enterprise Providers, the Using Agency must review the Provider

					SFA(s) for business and technical issues before submitting the documents to OIT/DPP. The Using Agency must document its concerns with the SFA(s), or state that it has none. The Using Agency must provide contact information for the Provider and a contact at the Using Agency. The Using Agency contact may be asked to participate in negotiation discussions.
11	Submit Procurement Package to OIT	OIT	Using Agency	OIT/DPP SaaS pre-approval (if necessary), OIT Security approval (if necessary, all documents obtained or prepared in 3-10 above	
12	Negotiate Custom Agreement	DPP, OIT, DOL*	DPP, Using Agency, DOL*		Using Agency contact may be asked to participate in negotiation discussions.
13	Finalize Agreement	DPP	DPP		

*DOL involved as necessary

The Custom Agreement may require lengthy negotiations. For planning purposes, the Using Agency is advised to allow 1 - 2 months after its procurement package is submitted to OIT for software and software related services purchases, and 3 - 4 months for SaaS purchases.

Cooperative Purchasing Partners should ensure that their purchases comply with their purchasing statutes and appropriate regulations for using State contracts.

6.3 EXCEPTION PROCESS

When a Custom Agreement is required, Using Agencies should endeavor to obtain the Provider's agreement on the SPA without changes. However, if the Provider insists on changes to the SPA, and the Using Agency has an urgent need to purchase the software before the SPA negotiation is likely to conclude, then the Using Agency may request an exception from DPP that would allow the purchase to proceed while the negotiation is underway.

The Using Agency must complete Activities 1 – 11 above; however, insurance certificates are not required at the time the exception is granted, but will be required before the Custom Agreement is final. The Using Agency must also obtain an acknowledgement from the Provider that the Custom Agreement, once executed, will be the controlling document for the purchase.

An exception is not permitted for purchases of SaaS that require a SPA. (See Section 6.1)

7.0 GLOSSARY

Appliance – Software packaged with hardware.

Commercial Off the Shelf Software ("COTS") - Software provided by Provider that is commercially available and that can be used with little or no modification.

Geographic Information System (GIS) – A system designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data.

Infrastructure as a Solution (IaaS) - Infrastructure-as-a-Solution (IaaS) as used in this document is defined as the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the purchaser is able to deploy and run arbitrary software, which can include operating systems and applications. The purchaser does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).

Platform as a Solution (PaaS) - Platform-as-a-Solution (PaaS) as used in this document is defined as the capability provided to the consumer to deploy onto the cloud infrastructure purchaser-created or acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Standard Form Agreement (SFA) – Provider's standard agreement(s) that include terms and conditions applicable to a particular purchase.

Software as a Solution (SaaS) - Software-as-a-Solution (SaaS) as used in this document is defined as the capability provided to the purchaser to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

TCO – Total cost of ownership.

VLA – Volume License Administration.

EXHIBIT 1 – NJ License Agreement Requirements

STATE OF NEW JERSEY
LICENSE AGREEMENT REQUIREMENTS

For purchases under this Contract of software or SaaS with a license and/or services agreement ("license agreement"), no such license agreement shall contain or be subject to terms contrary to the following:

1. LIMITATION OF LIABILITY: The software publisher/services provider's ("the Provider") liability to the State for actual, direct damages resulting from the Provider's performance or non-performance of, or in any manner related to, the license agreement shall be the greater of that contained in the Provider's license agreement or 200% of the fees paid to the Provider for purchases under this Contract for the previous 12 months unless there is an executed agreement among the Provider and the State of New Jersey and/or Contractor, in which case the limit of liability in such agreement shall control, but shall not apply to the following:

   i. The Provider's obligation to indemnify the State; and

   ii. The Provider's breach of its obligations of confidentiality to the State.

2. NO INDEMNIFICATION: The State of New Jersey will not indemnify, defend or hold the Provider harmless. The State will not pay or reimburse for claims absent compliance with the terms of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

3. AUDIT NOTICE AND DISPUTE RESOLUTION:

i. Notwithstanding anything to the contrary in Provider's license agreement or SOW, in the event that the Provider seeks to exercise a right in its license agreement or SOW to audit the State's use of Provider's intellectual property, Provider shall deliver simultaneous written notice, no less than thirty (30) days in advance of the audit start date (unless the Provider's notice provides a longer notice period), to:
   a. the Director of the New Jersey Department of Treasury, Division of Purchase and Property:
      Procurement Bureau, Technology Unit
      P.O. Box 230
      Trenton, NJ 08625-0230
   b. the Chief of Staff of the New Jersey Office of Information Technology:
      Office of the Chief Technology Officer
      300 Riverview Plaza
      Trenton, NJ 08625
   c. and the New Jersey State Contract Manager, Software Contractor and Related Services Contract.

   The notice shall reference the specific audit provision(s) in the Provider's license agreement or SOW being exercised and include copies of same, specify the means by which the Provider will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.

ii. To the extent Provider's license agreement and/or SOW permits Provider to conduct periodic audits of the State's usage of the products and/or services provided thereunder, such provision is amended to include the following dispute resolution process:

i. If the State, in good faith, provides Provider with written notice of an alleged error in the amount of underpaid fees due Provider as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the license agreement or SOW, as applicable, while they endeavor to resolve the dispute under this paragraph.

iii. The State of New Jersey will not be responsible for the cost of any audits of the license agreement performed by the Provider.

iv. In the event that Provider's license agreement or SOW does not provide for audits of the State's usage of the Provider's intellectual property this provision shall not be interpreted to provide such an audit right.

4. GOVERNING LAW; JURISDICTION – The license agreement and/or any orders under such license agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. ("TCA"), and the Contractual Liability Act, N.J.S.A. 59:13-1 et seq. ("CLA"), which waive the State's sovereign immunity in accordance with the terms of the TCA or CLA, as applicable, without giving effect to its conflict of laws principles. Any action brought regarding the license agreement or products or services purchased thereunder shall be filed in the appropriate Division of the State of New Jersey Superior Court.

5. CONFIDENTIALITY:

i. The State of New Jersey's obligation to maintain the confidentiality of Provider's confidential information provided to the State under the license agreement is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.

ii. If the State of New Jersey receives a request for Provider confidential information related to the license agreement pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide Provider with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. Provider shall take any action it deems appropriate to protect its documents and/or information.

iii. The State's Confidential Information shall consist of all information or data in any form whatsoever supplied by the State, any information or data gathered by the contractor in fulfillment of the contract and any analysis thereof (whether in fulfillment of the contract or not).

iv. In addition, if the Provider receives a request for the State's confidential information pursuant to a court order, subpoena, or other operation of law, Provider shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Provider's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the Provider of its obligation to take action to protect such information if the Provider is aware of a legal reason to do so.

v. Notwithstanding the requirements of nondisclosure described in this Section 5, either party may release the other party's confidential information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State of New Jersey if the State determines the documents or information are subject to disclosure and Provider does not exercise its rights as described in subsection 5 (b), or if Provider is unsuccessful in defending its rights as described in subsection 5 (b), or 5 (iv) in the case of Provider, if Provider determines the documents or information are subject to disclosure and the State of New Jersey does not exercise its rights as described in subsection 5 (c), or if the State is unsuccessful in defending its rights as described in subsection 5 (c).

6. REFERENCES TO EXTERNAL DOCUMENTATION - Any external documentation incorporated by reference into Provider's license agreement and/or SOW, including without limitation, Technical Reference Manuals, technical support policies, copyright notices, additional license terms, etc., are subject to these terms and conditions. In the event of any conflict between the terms of a document incorporated by reference into Provider's license agreement and/or SOW, and these terms and conditions, these terms and conditions shall prevail.

7. MAINTENANCE OF RECORDS – The Provider shall maintain records for products and/or services delivered against the Contract for a period of five (5) years from the date of final payment. Such records shall be made available to the State, including the New Jersey Office of the State Comptroller, for audit and review.

EXHIBIT 2 – Enterprise Providers

ABSOLUTE SOFTWARE (Computrace)
Adobe
Agate
Attachmate CORP.
Autodesk
Axway
BMC
CA Technologies
Checkpoint
Citrix
Compuware
Dell
EMC Corporation
Eyemetric Identity Systems
ForgeRock
Hewlett Packard
IBM
Information Builders
Kronos
McAfee
Microsoft
Oracle
Proofpoint
Red Hat
RSA Security
SAP America
Symantec
VeriSign
VMware
Websense

EXHIBIT 3 – SAAS GUIDELINES WORKSHEET

The scope of state contract M0003 permits the purchase of Software as a Solution ("SaaS"), but excludes Platform as a Solution ("PaaS") and Infrastructure as a Solution ("IaaS")[2]. This Worksheet is intended to guide using agencies in determining whether a specific solution fits within the State's definition of SaaS such that M0003 is the appropriate contract vehicle to use to purchase the solution.[3] Using Agencies intending to purchase a new SaaS solution must complete this Worksheet and transmit it to the Office of Information Technology for review and approval.

Software Publisher /Service Provider:			
Name of Solution:			
Date:			
		Yes	**No**
1	Is the goal of the proposed purchase to provide the end user with a software solution?		
	Does the software solution include an operating system?		
	If the software solution includes an operating system, is the solution limited to operating system software?		
2	Does the end user access the software solution through a web browser or other web-based interface?		
3	Does the provider own and manage the underlying infrastructure needed to operate the software solution (e.g. computing capacity and storage)?		
4	Is the software application delivered by the provider and utilized by the end user via the internet? (e.g. software utilities, antivirus, etc.)		
5	Is access to the software solution purchased based on seats, number of users, or transactions?		
6	Is the product purchased on an annual basis? (e.g. subscription)		
7	Is the State's control over the software application restricted to administrative control over end user configuration options?		
8	Does the pricing change depending on the computing capacity or storage space allocated to the end user?		
9	Can the State modify or customize the underlying source code?		
10	Does the solution require any hardware (other than a web enabled device)?		
11	Is the application built for the State with options to modify the source code as needed?		
12	Does the end user have any application "maintenance" obligations?		

Please use the following space to provide clarification on the above responses or additional information regarding the proposed solution.

[2] The State of New Jersey uses the term "as a Solution" in lieu of the common industry terminology "as a Service."
[3] Please note, the Department of the Treasury, Division of Purchase and Property, in consultation with the Office of Information Technology, retains the final decision making authority regarding the suitability of a particular solution for purchase under M-0003.

Recommendation:

Based on the Using Agency technical assessment and product review, we believe our responses are factual and accurate and that the cloud solution should be considered (check one):

☐ SaaS

☐ Not SaaS

______________________________ ______________________________ _____________

Using Agency Name | Using Agency Signature | Date

To be completed by OIT and DPP:

OIT	DPP
☐ Concur ☐ Disagree Reviewer Name: ______________________ Reviewer Initials: _______ Date: ________	☐ Concur ☐ Disagree Reviewer Name: ______________________ Reviewer Initials: _______ Date: ________

Definitions:

Software as a Solution (SaaS) - Software-as-a-Solution (SaaS) as used in this document is defined as the capability provided to the purchaser to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Infrastructure – A combined set of hardware, software, networks, facilities, etc., in order to develop, test, deliver, monitor, control or support IT services

Infrastructure as a Solution (IaaS) - Infrastructure-as-a-Solution (IaaS) as used in this document is defined as the capability provided to the consumer to provision processing, storage, networks and other fundamental computing resources where the purchaser is able to deploy and run arbitrary software, which can include operating systems and applications. The purchaser does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications and possibly limited control of select networking components (e.g., host firewalls).

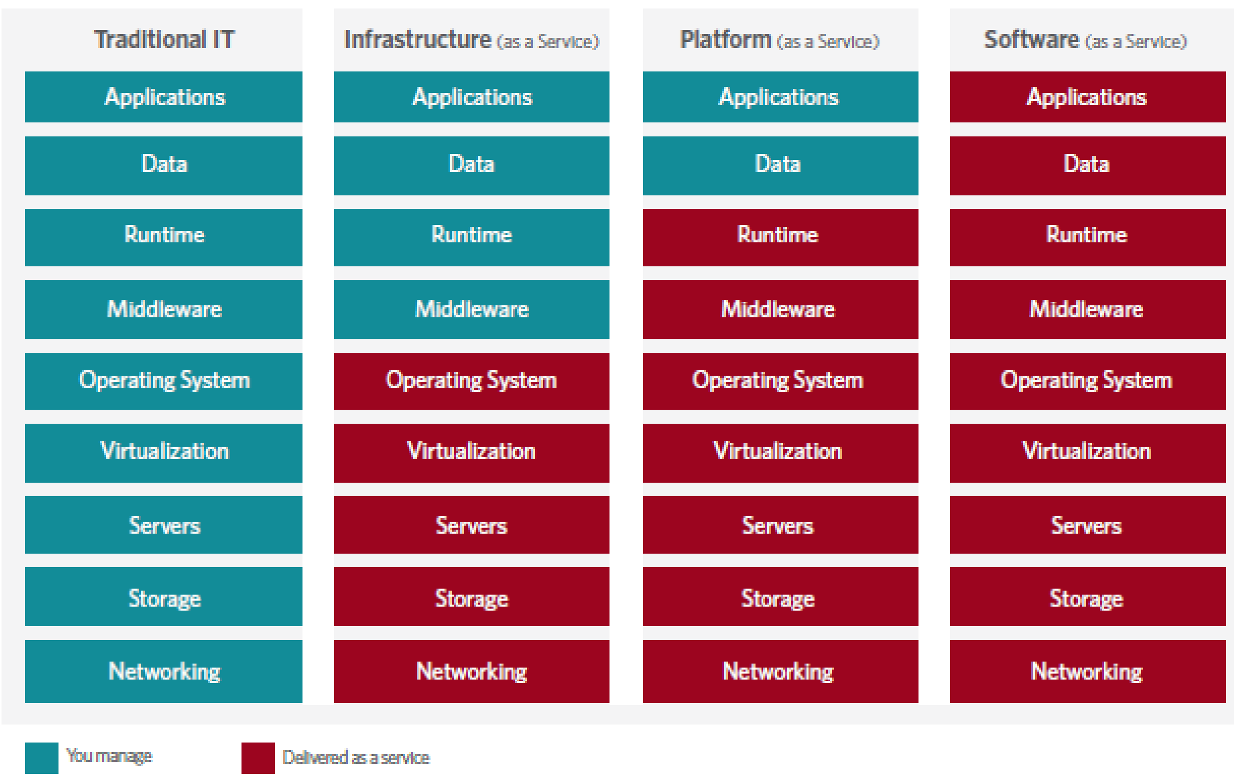
Platform as a Solution (PaaS) - Platform-as-a-Solution (PaaS) as used in this document is defined as the capability provided to the consumer to deploy onto the cloud infrastructure purchaser-created or acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Maintenance - Software licensing purchases typically includes software maintenance which is provided pursuant to a maintenance agreement with the Software Publisher. Maintenance is usually offered in one-year terms, and may be included with the software solution subscription or an optional add-on purchase. The maintenance agreement typically contains terms that allow the purchaser to acquire minor updates (V.1.1 => 1.2), or major updates (V.1.2 => 2.0), and may also be called Update Insurance, Upgrade Assurance. Software maintenance may also include broad support activities like error correction, enhancements of capabilities, deletion of obsolete capabilities, and optimization.

<u>Operating system</u> - An operating system is the software that manages computer hardware and other computing resources that provides common services for other software computer programs. The operating system is an essential component of the system software in a computer system, usually required allowing application programs to function.

<u>Source Code</u> – A collection of computer instructions written using some human-readable computer language, usually as text. The source code is often transformed by a compiler program into low-level machine code understood by the computer. The machine code might then be stored for execution at the command of a user, owner or operator.

<u>Subscription</u> – The sale of products individually or as a package in which the provider sells use or access to a solution, commonly on a periodic (monthly, yearly, or seasonal) basis. A subscription will define the limitations of use of a solution or collection of solutions, which, for example, may limit access to the software to an individual, a defined group, a set of processors or cores, or some other metric of time (one time only access) basis, as contractually defined.



Source: Adapted from IDC Government Insights

Ver. 8/27/2015

RESOLUTION NO. 2016-456

City of Asbury Park
County of Monmouth
State of New Jersey

A RESOLUTION OF THE CITY OF ASBURY PARK RELEASING THE PERFORMANCE BOND FOR THE SAINT JAMES, A CONDOMINIUM, 300-302 COOKMAN AVENUE (BLOCK 3207, ALL LOTS)

WHEREAS, InSite Engineering, LLC has inspected THE SAINT JAMES, A CONDOMINIUM at 300-302 Cookman Avenue (Block 3207); and

WHEREAS, InSite Engineering, LLC has determined that the condition of the improvements is satisfactory; and

WHEREAS, InSite Engineering, LLC has determined that the condition of the improvements is satisfactory, and with due regard to the passage of time; and

WHEREAS, it is the recommendation of the InSite Engineering, LLC that the City of Asbury Park release the Performance Guarantee in the amount of $459,946.50.

WHEREAS, it is the intention of the City Council and in the best interest of the City of Asbury Park to release the Performance Guarantee, in accordance with the InSite Engineering, LLC's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the city of Asbury Park, assembled in public session this 21th day of November, 2016, that the performance guarantee in the amount of $459,946.50 be released for the improvements described above.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, InSite Engineering, LLC, Planning Board Secretary and applicant for their information and attention.

I, CINDY A. DYE, 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. 2016-456 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CERTIFIED BY ME THIS 23rd DAY OF November, 2016.

CINDY A. DYE
CITY CLERK

IFIC Surety GROUP

ALLEGHENY CASUALTY COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

November 15, 2016

Mr. Anselm Fusco
Senior Vice President, Investments
Madison Marquette
40 East 52nd Street, 15th Floor
New York, NY 10022

City Engineer
City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 77120

Re: St. James Urban Renewal Assoc. LLC
Bond No. 0474543

Gentlemen:

This will confirm that International Fidelity Insurance Company, as Surety, executed bond number 0474543 June 13, 2008 on behalf of St. James Urban Renewal Assoc. LLC, as principal, in favor of the City of Asbury Park, obligee, in the amount of $459,946.50 to guarantee completion of certain improvements at The St. James, a Condominium. This bond was subsequently decreased by Rider issued July 12, 2011 reducing said bond to $350,427.12. The Rider further states the parties acknowledge and agree that the improvements located o Block 129, Lot 1 in Asbury Park, NJ have been released from Bond No. 0474543 and that Bond No. 0474543, as amended and reduced hereby, covers only the improvements located on Block 128.01, Lot 1 in Asbury Park, NJ. The bond has remained and continues to be in full force and effect.

A copy of the bond and the rider are attached for your reference.

Sincerely,
International Fidelity Insurance Company

Dorothy O'Connor

Dorothy O'Connor
Attorney-in-fact

Surety Bonds Since 1904
International Fidelity
INSURANCE COMPANY

One Newark Center
Newark, New Jersey 07102
(973) 624-7200

PERFORMANCE SURETY BOND

Bond Number **0474543**
Premium: $9,199.00

We, St. James Urban Renewal Assoc. LLC, having offices at **2001 Pennsylvania Avenue 10th Floor, Washington, DC 20006**, as principal, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, having offices at **One Newark Center, Newark, New Jersey 07102**, a corporation duly licensed to transact a surety business in the State of New Jersey, as surety, are indebted to the municipality of **City of Asbury Park**, in the county of **Monmouth**, obligee, in the sum of $ **459,956.50**, for which payment we bind ourselves and our respective heirs, legal representatives, successors, and assigns, jointly and severally.

On **May 15, 2008** (date), principal was granted approval by the **City Engineer** (approving authority) of the **City of Asbury Park** of **Asbury Park,NJ** for **The St.James a Condominium** (include reference to specific job and resolution of approval). The estimate by the municipal engineer of the cost of this work and the resolution of approval are attached hereto and made a part hereof.

Pursuant to municipal ordinance, adopted under authority of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the principal hereby furnishes a performance surety bond in the amount of $ **459,946.50** (not to exceed 120 percent of the cost of the improvements, as certified by the municipal engineer), written by **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a surety licensed in the State of New Jersey, guarantying full and faithful completion of improvements approved by the approving authority, in lieu of completing the required improvements prior to the granting of final approval. This bond shall remain in full force and effect until such time as all improvements covered by the bond have been approved or accepted by resolution of the municipal governing body, except that in those instances where some of the improvements are approved or accepted by resolution of the governing body upon certification by the municipal engineer, partial release from the bond shall be granted in accordance with N.J.S.A. 40:55D-53. The amount of the bond remaining shall be sufficient to secure provision of the improvements not yet approved; provided, however, that the municipality may require that 30 percent of the amount of the bond be retained to ensure completion of all improvements.

This bond shall remain in full force and effect until released by resolution of the municipal governing body.

This bond is issued subject to the following expressed conditions:

1. This bond shall not be subject to cancellation either by the principal or by the surety for any reason until such time as all improvements subject to the bond have been accepted by the municipality, in accordance with the applicable provisions of the Municipal Land Use Law.

2. This bond shall be deemed to be continuous in form and shall remain in full force and effect until the improvements are accepted by the municipality and the bond is released, or until default is declared, or until the bond is replaced by another bond meeting applicable legal requirements. Upon approval or acceptance of all improvements by the municipality, or upon replacement of this bond by another bond, liability under this bond shall cease. Upon approval or acceptance of some, but not all, of the required improvements by the municipality, partial release from the bond shall be granted in accordance with N.J.S.A. 40:55D-53; provided, however, that the portion of the bond amount sufficient to secure completion of the improvements shall continue in effect and the municipality may retain 30 percent of the bond amount posted in order to ensure such completion.

3. The aggregate liability of the surety shall not exceed the sum set forth above.

4. In the event that the improvements subject to this bond are not completed within the time allowed under the conditions of the final approval issued pursuant to the Municipal Land Use Law, including such extensions as may be allowed by the approving authority, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety fails or refuses to complete the work in accordance with the terms and conditions of the original approval, claim payment under this bond for the cost of completion of the work. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the municipality by personal delivery or by registered or certified mail or courier at the same time.

5. The surety shall have the right to complete the work in accordance with the terms and conditions of the original approval, either with its own employees or in conjunction with the principal or another contractor; provided, however, that the surety, in its sole discretion, may make a monetary settlement with the municipality as an alternative to completing the work.

6. In the event that the principal and the approving authority agree to changes in the scope of work, the obligations of the of the surety under this bond shall not be affected so long as the cost of the work does not exceed 120 percent of the municipal engineer's certified estimate, attached hereto and made a part hereof, which 120 percent of the estimate shall be the limit of the surety's obligation under this bond in any case. If the cost of the work exceeds 120 percent of the certified estimate, the principal shall secure a rider from a surety for the additional amount; provided, however, that this provision shall not be construed as requiring a surety to provide additional coverage.

7. This bond shall inure to the benefit of the municipality only and no other party shall acquire any rights hereunder.

8. In the event that this bond shall for any reason cease to be effective prior to the approval or acceptance of all improvements, a cease and desist order may be issued by the governing body, in which case all work shall stop until such time as a replacement guarantee acceptable to the approving authority becomes effective.

Signed and Sealed this date of **June 13, 2008**.

St. James Urban Renewal Assoc. LLC
Principal

Witness/Attest:

by,

International Fidelity Insurance Company, Surety

Witness/Attest:

by, Attorney-in-Fact
Dorothy O'Connor

Lucy Dunham

RIDER

To be attached to and form a part of Bond No. 0474543

in the amount of $ 459,956.50 issued by International Fidelity Insurance Company

on behalf of St. James Urban Renewal Assoc. LLC

in favor of City of Asbury Park

Whereas said Obligee has requested that this bond be decreased

by $ 109,529.38.

It is hereby understood and agreed that the bond penalty is decreased

from $ 459,956.50 to $ 350,427.12 such decrease

being effective June 13, 2011.

The parties hereto acknowledge and agree that the improvements located on Block 129, Lot 1 in Asbury Park, NJ have been released from Bond No. 0474543, and that Bond No. 0474543, as amended and reduced hereby, covers only the improvements located on Block 128.01, Lot 1 in Asbury Park, NJ.

Signed, sealed and dated this 12th day of July 20 11.

St. James Urban Renewal Assoc. LLC
Principal

By: ______________________

International Fidelity Insurance Company

By: ______________________

Erin Bautista Attorney-in-Fact

Accepted by:

City of Asbury Park

By: ______________________
Obligee

Asbury Park, New Jersey
ORDINANCE NO. 2016-49

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER IV "GENERAL LICENSING", SECTION 4.9 "DISPLAY OF MERCHANDISE IN PUBLIC AREAS; OUTDOOR/SIDEWALK CAFES", SUBSECTION 4.9-5 "ANNUAL LICENSING FEES" OF THE "CODE OF THE CITY OF ASBURY PARK, NEW JERSEY."

WHEREAS, the Mayor and City Council wish to make certain revisions to the City Code relating to outdoor/sidewalk cafe licenses within the City, as set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that Sub-Section 4.9-5, entitled "Annual Licensing Fees," of Chapter IV, "General Licensing," of the "Code of the City of Asbury Park, New Jersey," is hereby amended and supplemented in the following specific respects (additions are shown with underline; deletions are shown with ~~strikeout~~):

4-9.5 Annual Licensing Fees.

a. *Public Areas on the Boardwalk or Beach.* Any person submitting an application to use a portion of the boardwalk or beach in the manner specified in this section shall pay an annual licensing fee of fifty ($50.00) dollars, plus four ($4.00) dollars per square foot of the boardwalk area or six ($6.00) dollars per square foot of the beach area that they intend to utilize.

b. *Other Public Areas.* Any person submitting an application to use public areas as defined herein other than the boardwalk or beach in the manner specified in this section shall pay an annual licensing fee of fifty ($50.00) dollars, plus two ($~~2~~ 4.00) dollars per square foot of the public area that they intend to utilize.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-49 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CINDY A. DYE
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2016-50

AN ORDINANCE AMENDING AND SUPPLEMENTING SECTION 4-1 "BUSINESS LICENSES" BY AMENDING SUBSECTIONS 4-1.4 "FEES" AND SECTION 4-1.9 "STANDARDS OF OPERATION; REVOCATION OR SUSPENSION; COMPLAINTS" OF CHAPTER IV, "GENERAL LICENSING," OF THE "CODE OF THE CITY OF ASBURY PARK, NEW JERSEY."

WHEREAS, the Mayor and City Council wish to make certain revisions to the City Code relating to business licenses within the City, as set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the "City"), in the County of Monmouth and State of New Jersey, that Section 4-1, entitled "Business Licenses," of Chapter IV, "General Licensing," of the "Code of the City of Asbury Park, New Jersey," is hereby amended and supplemented in the following specific respects (additions are shown with underline; deletions are shown with ~~strikeout~~):

4-1.4 Fees.

a. *Fees Enumerated.* The annual license fees paid to the City for conducting the business herein named at the place to be designed in the license certificate issued therefor are as follows:

Amusements or amusement rides, each.. $ 200.00

Arcade Games, per machine.. $ 25.00

Automobile/Motor Cycles agency or show rooms:

Sale of New Cars/Motor Cycles only... $ 250.00

Sale of Used Cars/Motor Cycles only... $ 250.00

Sale of New and Used Cars/Motor Cycles....................................... $ 500.00

Automobile Rentals.. $ 100.00

Automobile Repair and/or Service Station.. $ 100.00

Barber Shop/Hair Salons... $ 50.00

Plus per chair.. $ 10.00

Brewery/Distributors... $ 300.00

Brewery/Distributors that provide tours and/or sells product to public..... $ 500.00

Boarding houses, hotels, motels, inns, bed & breakfast, lodging houses

Each sleeping room.. $ 10.00

Minimum license fee... $ 50.00

Concessions .... $ 100.00

Contractors/General Builders, any kind.. $ 100.00

Dance Hall.. $ 150.00

Liquor Distributors.. $ 100.00

Driving School.. $ 100.00

Drug Store/Pharmacy.. $ 200.00

Food Store

0 to 3,000 square feet.. $ 150.00

3,001 square feet and over... $1,500.00

Live entertainment conducted for private pecuniary gain in

Non-City owned buildings with an occupancy capacity
Of 1,000 persons or more... $2,500.00

Garage and Parking lot.. $ 250.00

Market Place/Inside Flea Markets... $ 100.00

Miscellaneous (other business not classified or enumerated)................... $ 100.00

Newspaper Publisher... $ 150.00

Nightclubs, established, permitting dancing or public

Entertainment where food or beverages are served to patrons

Accommodations, up to 100 persons... $ 100.00

Accommodations, from 101 to 200 patrons..................................... $ 200.00

Accommodation over 200 patrons.. $ 400.00

Professional Services (accounting, legal, medical and…………….........$ 100.00
other such services Provided by a formally certified member
of a professional body)

Real Estate Agent.. $ 100.00

Restaurants

Less than 15 tables.. $ 100.00

15-30 tables.. $ 150.00

Over 30 tables.. $ 200.00

Retail (any sale of goods).. $ 100.00

Shuttle Services... $ 200.00

Studios (dance, art, photography, etc.)...$ 100.00
Swimming Pools...$ 500.00
Theater, opera or movie
0-150 persons..$ 150.00
151-350 persons...$ 400.00
351-999 persons...$ 800.00
1,000 persons or more..$2,500.00
Trucks or other vehicles selling food or drinks (stationary)...................$ 100.00

b. *Additional Fee for Mercantile Licenses with Non-Life Hazard Uses.* In addition to the fees enumerated in paragraph a. above, all mercantile licenses with non-life hazard uses, as determined by the Fire Official of the City of Asbury Park, shall pay an additional fee as established in Chapter XIV, Fire Prevention and Protection, per year to cover the cost of an annual fire inspection as required by the Division of Fire Safety Bureau of the New Jersey Department of Community Affairs.

4-1.9 Standards of Operation; Revocation or Suspension; Complaints.

a. Notwithstanding any of the foregoing references to revocation of a Business License, a license may be revoked or suspended in the event that any business is operated in a manner which substantially impairs public safety to its customers or to the general public. As a specific standard, the following activities shall be deemed to be injurious to the public health and therefor prohibited: loud and abusive noises coming from tenants, guests or business invitees; loud gatherings at all hours of the day and night within and upon the business premises; boisterous activities; loud, unruly and profane language; public drunkenness; minors consuming alcoholic beverages; overcrowding upon the business premises or near the business premises due to activity upon the business premises; use of fireworks; public urination; excessive noise as defined in the following subsections; and any other disorderly acts which disturb the peace and good order of the neighborhood and community.

b. As a further specific standard, any creating of loud or unnecessary noise shall be prohibited upon the business premises or near the business premises due to activity upon the business premises. The making, creating or permitting of any unreasonably loud, disturbing or unnecessary noise in the City is hereby prohibited.

c. The making, creating or permitting of any noise of such character, intensity or duration as to be detrimental to the life, health or welfare of any individual or which either steadily or intermittently annoys, disturbs, injures or endangers the comfort, repose, peace or safety of any individual is hereby prohibited.

d. In the event that the City, through its Police Department or municipal offices or officers, receives a complaint(s) ~~three (3) separate and verified complaints~~ arising from ~~different~~ incidents ~~during one (1) twelve-month (12) period~~ concerning the improper operation of a business establishment constituting an action injurious to the public health, safety and welfare, the following actions shall be taken.

1. If the City Clerk, or a duly authorized representative of the Clerk, shall be of the opinion that the violation substantially impairs the public safety to its customers or to the general public, the Business License shall be immediately be suspended. At the request of the Business Licensee, a hearing will thereafter be scheduled before the City Manager, or a duly authorized presentative, within five (5) days of the request, to reinstate said Business License.

~~1~~2. If the City Clerk, or a duly authorized representative of the Clerk, shall be of the opinion that the violation is minor in nature, the City Clerk, or a duly authorized representative of the Clerk, shall cause a ~~complaint~~ written notice to be issued and served upon the licensee in question. Service of said ~~complaint~~ written notice may be made by personal service, certified mail, return receipt requested, or regular mail in the event that service is refused. If the whereabouts of the licensee is unknown and the same cannot be ascertained by the exercise of reasonable diligence, the Clerk, or a duly authorized representative of the Clerk, shall make an affidavit to that effect and then serve such ~~complaint~~ written notice by publishing the same once each week for two (2) consecutive weeks in the newspaper printed and published in the City of Asbury Park or in the absence of said newspaper, in a newspaper printed and published in Monmouth County and circulating in the City of Asbury Park. The ~~complaint~~ written notice shall clearly state the charges brought against the licensee and shall contain a notice that a hearing will be held before the ~~Mayor and Council~~ City Manager, or a duly authorized presentative, ~~or such person as they shall designate~~ at a place therein fixed not less than ten (10) days nor more than thirty (30) days after the service of said ~~complaint~~ written notice. The ~~complaint~~ written notice shall also advise the licensee that said licensee shall have the right to file an ~~answer~~ response to the ~~complaint~~ written notice and to appear, in person, by attorney, or otherwise, to give testimony or present evidence in his defense.

~~2~~3. No later than ten (10) days after the conclusion of the above hearing, the City Manager, or a duly authorized presentative, ~~Mayor and Council~~ or such person as they shall designate shall issue a written ~~order~~ decision setting forth its findings. If the City Manager, or a duly authorized presentative, ~~Mayor and Council or designated person~~ concludes that the licensee has operated its business in a manner injurious to the public health, safety and welfare, then said written order shall prescribe the remedial action to be taken by the licensee and/or the penalty to be imposed. Penalties may include the suspension or revocation of the licensee's Business License. Any person who violates any provision of this section, upon conviction, shall be liable to the penalty stated in Chapter I, Section 1-5.

BE IT FURTHER ORDAINED that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-50 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CINDY A. DYE
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2016-51

AN ORDINANCE AMENDING AND SUPPLEMENTING SUBSECTION 3-38.2, ENTITLED “PENALTIES,” OF SECTION 3-38 “USE OF BICYCLES,” OF CHAPTER III, “POLICE REGULATIONS,” OF THE “CODE OF THE CITY OF ASBURY PARK, NEW JERSEY.”

WHEREAS, the City of Asbury Park (the “City”) previously established regulations relating to the operation of bicycles within the City, as set forth in Section 3-38 (“Use of Bicycles”) of Chapter III, “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey”; and

WHEREAS, the Mayor and Council wish to make certain revisions relating thereto, in accordance with the provisions set forth herein.

NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED, by the Mayor and City Council of the City of Asbury Park (the “City”), in the County of Monmouth and State of New Jersey, that Subsection 3-38.2, entitled “Penalties,” of Section 3-38, “Use of Bicycles,” of Chapter III, “Police Regulations,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented as follows (additions are shown with <u>underline</u>, deletions are shown with ~~strikethrough~~):

CHAPTER III

POLICE REGULATIONS

3-38 USE OF BICYCLES.

3-38.1 Operation of Bicycles.

a. Every person operating a bicycle shall at all times operate the bicycle with due regard for the safety of other persons and vehicles lawfully upon the streets, highways, parkways and public places, as well as for his own or her safety, and shall at all times and under all conditions yield the right-of-way to pedestrians on the streets highways, parkways, public places and on the crosswalks.

b. Every person operating a bicycle shall comply with all vehicle traffic laws which apply to bicycles and all vehicular traffic signs and signals erected for the regulation of traffic.

c. Every bicycle, when in use at nighttime, shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front and with a lamp on the rear which shall emit a red light visible from a distance of at least five hundred (500) feet to the rear. In addition to the red lamp, a red reflector may be mounted on the rear, of a type approved by the New Jersey Motor Vehicle Commission, which shall be visible from all distances from fifty (50) feet to three hundred (300) feet to the rear when directly in front of the lawful upper beams of head lamps on a motor vehicle.

d. No person shall operate a bicycle unless it is equipped with a bell or other device capable of giving a signal audible for a distance of at least one hundred (100) feet, except that a bicycle shall not be equipped with, nor shall any person use upon a bicycle, any siren or whistle.

e. Every bicycle shall be equipped with a brake which will enable the operator to make the braked wheel stop on dry, level, clean pavement.

f. A person propelling or riding on a bicycle shall not ride other than upon or astride a permanent and regular seat attached thereto, nor shall he/she ride with his/her feet removed from the pedals, or with both hands removed from the handlebars, nor shall he/she practice any trick or fancy riding in the street. No bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped.

g. No person riding upon any bicycle shall attach the same or himself/herself to any vehicle upon a roadway and no operator of any vehicle shall knowingly allow any person riding upon any bicycle to attach the same or himself/herself to the vehicle.

h. Before turning or changing the direction of any bicycle upon any street, highway, parkway or public place it shall be the duty of the bicycle rider to give a signal, by the extension of the hand, to indicate the direction it is the intention to proceed.

i. No person shall ride a bicycle on a sidewalk. Nothing in this section shall prevent the use of toy bicycles or children's tricycles on a sidewalk.

j. Every rider of a bicycle shall obey all traffic regulations as established by N.J.S.A. 39:4-1 et seq., and all ordinances passed by the City as to the regulations of traffic on stop streets, one-way streets and through streets.
(2000 Code § 3-39; New)

3-38.2 Penalties.

~~Any person, under the age of eighteen (18) years, who violates any of the vehicle traffic laws or the bicycle provisions of this section, relating to the safe riding rules and regulations and the official police instructions for the safe operation of a bicycle, shall be, for the first offense, reprimanded by the Chief of Police or his/her designee, in writing, addressed to the parents or guardian of the offender, stating the nature of the violation and a warning that a repetition of the violation or any other violation must be prevented by the parents or guardian or the offender's registration certificate will be suspended for a period of time at the discretion of the Chief of Police or his/her designee and that during that period of time the offender cannot ride his or her bicycle on the streets. On the second offense, the license shall be referred for revocation as required by law.~~

~~Any person eighteen (18) years of age or older, violating any of the provisions of this section, shall, upon conviction thereof, in addition to the suspension of or revocation of such license as herein mentioned, be subject to the penalty as stated in Chapter I, Section 1-5.~~

Penalties for violation of this Chapter shall be as prescribed by State statute (N.J.S.A. 39:4-10 through 39:4-14.15). For any violations other than those covered by the aforementioned statutes, the penalties shall be as follows: For the first offense, there shall be a fine not to exceed fifty dollars ($50.00); For each subsequent offense, there shall be a fine not to exceed one hundred dollars ($100.00), along with confiscation of the offender's bicycle, in the discretion of the Municipal Court Judge.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

BE IT FURTHER ORDAINED, that the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with the law, following the required twenty (20) day period after adoption, as set forth in N.J.S.A. 40:69A-181(b).

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-51 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CINDY A. DYE
CITY CLERK

Asbury Park, New Jersey
ORDINANCE NO. 2016-52

VACATING AND DEDICATING BOSTON WAY RIGHT OF WAY

WHEREAS, in order to effectuate the redevelopment of Block 702, Lot 1, it is necessary and desirable to vacate and dedicate portions of Boston Way Right of Way (ROW) to realign the property into a straight ROW; and

WHEREAS, the City is authorized to vacate and align Boston Way Right of Way pursuant to *N.J.S.A.* 40A:12A-8(d), (f) and (n) of the Local Redevelopment and Housing Law and *N.J.S.A.* 40:67-1 *et seq.*

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

1. All public rights and privileges now possessed by the City of Asbury Park in the portion of Boston Way Right of Way as further detailed on the attached Plan, entitled: “Right of Way Dedication/Vacation Plan Boston Way situated in City of Asbury Park, Monmouth County, New Jersey” and the accompanying Metes & Bounds description, entitled: “Description of Boston Way to be Dedicated situated in City of Asbury Park, Monmouth County, New Jersey, Schedule B” (copy on file with City Clerk) prepared by Suzanne E. Warren., a New Jersey Professional Land Surveyor, be and are hereby vacated and extinguished.

2. Portions of Block 702, 1 as shown on the attached above mentioned Plan shall be dedicated to be a portion of the public Right of Way known as Boston Way.

3. Title to the area being vacated and dedicated shall merge with title to the adjacent property as further detailed in the attached Plan and Metes & Bounds description (copy on file with City Clerk).

4. There is hereby reserved and excepted from said vacation all rights and privileges now possessed by public utilities, as defined in *N.J.S.A.* 48:2-13, and by any cable television franchise company as defined in the "Cable Television Act." P.L. 1972, c. 186 (*N.J.S.A.* 48:5A-1 *et seq.*), to maintain, repair or replace their existing facilities in, adjacent to, over or under any part thereof of the area being vacated.

5. The Official Zoning Map of the City of Asbury Park is hereby amended in accordance with the requirements of this Ordinance.

6. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

7. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

8. This Ordinance shall take effect upon final passage and publication in accordance with the law and recording with the County of Monmouth.

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-52 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CINDY A. DYE
CITY CLERK

MidAtlantic
Engineering Partners

November 8, 2016 **Job No. ALP-161**

DESCRIPTION OF BOSTON WAY
TO BE DEDICATED
SITUATED IN
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

All that certain tract, parcel, or lot of land situate and lying in the City of Asbury Park, Monmouth County, New Jersey, being more particularly bounded and described as follows:

BEGINNING at a point on the Easterly right-of-way line of Sylvan Avenue, said point being the following three courses from the intersection of the Easterly right-of-way line of Sylvan Avenue and the Southerly right-of-way line of Adams Street (40' right-of-way) extended;

a. South 05 degrees 08 minutes 34 seconds West, a distance of 30.00 feet to a point of curvature; thence
b. On a curve to the right, having a radius of 164.54 feet, an arc length of 40.07 feet, and a delta of 13 degrees 57 minutes and 08 seconds to a point of tangency; thence
c. South 18 degrees 38 minutes 31 seconds West, a distance of 214.93 feet; thence

1. On a curve to the left, having a radius of 20.00 feet, an arc length of 43.47 feet (delta of 124 degrees 31 minutes 15 seconds, a chord bearing of South 43 degrees 37 minutes 07 seconds East, a chord distance of 35.40) feet to a point; thence
2. North 74 degrees 07 minutes 16 seconds East, a distance of 677.76 feet to a point on the westerly right of way line of Memorial Drive (variable width R.O.W.); thence
3. On the westerly line of Memorial Drive, South 19 degrees 32 minutes 21 seconds West, a distance of 49.08 feet to a point; thence
4. South 74 degrees 07 minutes 16 seconds West, a distance of 714.86 feet to a point; thence
5. On the extended easterly right-of-way line of Sylvan Avenue, North 18 degrees 38 minutes 31 seconds East, a distance of 86.58 feet to the point and place of **BEGINNING**.

Containing 28,939 square feet or 0.66 acres of land, more or less.

This description is in accordance with a map titled "Right of Way Vacation/Dedication Plan Boston Way situated in City of Asbury Park, Monmouth County, New Jersey" prepared by MidAtlantic Engineering Partners, dated November 4, 2016.

Prepared By:
MidAtlantic Engineering Partners

Suzanne E. Warren
Professional Land Surveyor
New Jersey License No. GS03897900

Gateway 195 Centre ◆ 5 Commerce Way - Suite 200 ◆ Hamilton, NJ 08691
Phone: 609.910.4450 ◆ Web: www.midatlanticeng.com

MidAtlantic
Engineering Partners

November 8, 2016 **Job No. ALP-161**

DESCRIPTION OF BOSTON WAY
TO BE VACATED
SITUATED IN
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

All that certain tract, parcel, or lot of land situate and lying in the City of Asbury Park, Monmouth County, New Jersey, being more particularly bounded and described as follows:

BEGINNING at a point on the Easterly right-of-way line of Sylvan Avenue, said point being the following three courses from the intersection of the Easterly right-of-way line of Sylvan Avenue and the Southerly right-of-way line of Adams Street (40' right-of-way) extended;

a. South 05 degrees 08 minutes 34 seconds West, a distance of 30.00 feet to a point of curvature; thence
b. On a curve to the right, having a radius of 164.54 feet, an arc length of 40.07 feet, and a delta of 13 degrees 57 minutes and 08 seconds to a point of tangency; thence
c. South 18 degrees 38 minutes 31 seconds West, a distance of 206.81 feet; thence

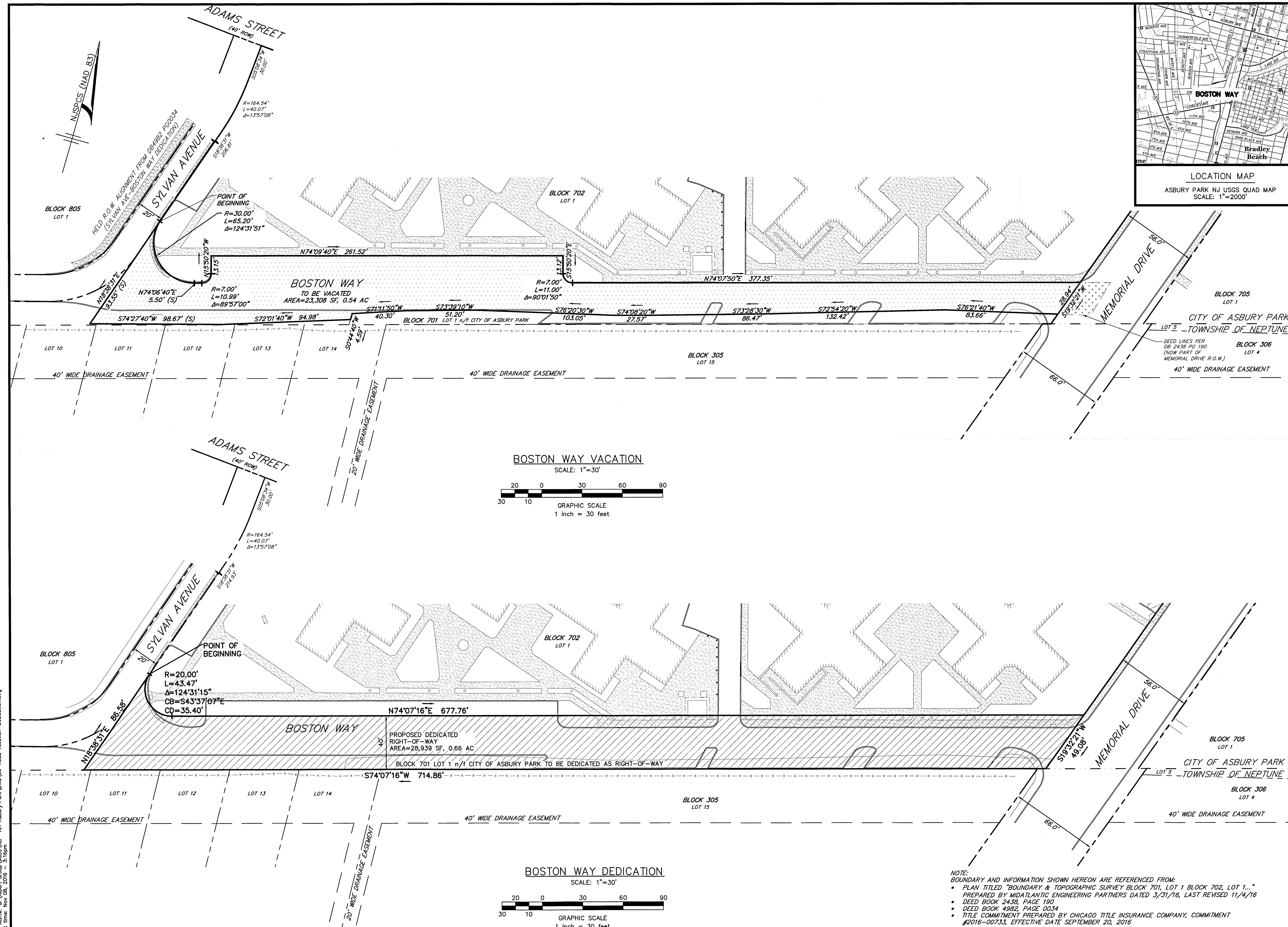
1. On a curve to the left, having a radius of 30.00 feet, an arc length of 65.20 feet (delta of 124 degrees 31 minutes 51 seconds) to a point of tangency; thence
2. North 74 degrees 06 minutes 40 seconds East, a distance of 5.50 feet to a point of curvature; thence
3. On a curve to the left, having a radius of 7.00 feet, an arc length of 10.99 feet (delta of 89 degrees 57 minutes 00 seconds) to a point of tangency; thence
4. North 15 degrees 50 minutes 20 seconds, a distance of 13.15 feet to a point; thence
5. North 74 degrees 09 minutes 40 seconds East, a distance of 261.52 feet to a point; thence
6. South 15 degrees 50 minutes 20 seconds East, a distance of 13.12 feet to a point of curvature; thence
7. On a curve to the left, having a radius of 7.00 feet, an arc length of 11.00 feet, (delta of 90 degrees 01 minutes 50 seconds) to a point of tangency; thence
8. North 74 degrees 07 minutes 50 seconds East, a distance of 377.35 feet to a point in the westerly right of way line of Memorial Drive (variable width R.O.W.); thence
9. On the westerly line of Memorial Drive, South 19 degrees 32 minutes 21 seconds West, a distance of 28.94 feet to a point; thence
10. South 76 degrees 21 minutes 40 seconds West, a distance of 83.66 feet to a point; thence
11. South 72 degrees 54 minutes 20 seconds West, a distance of 132.42 feet to a point; thence
12. South 73 degrees 28 minutes 30 seconds West, a distance of 86.47 feet to a point; thence
13. South 74 degrees 08 minutes 20 seconds West, a distance of 27.57 feet to a point; thence
14. South 76 degrees 20 minutes 30 seconds West, a distance of 103.05 feet to a point; thence
15. South 73 degrees 39 minutes 10 seconds West, a distance of 51.20 feet to a point; thence
16. South 71 degrees 11 minutes 50 seconds West, a distance of 40.30 feet to a point; thence
17. South 00 degrees 44 minutes 40 seconds West, a distance of 4.59 feet to a point; thence
18. South 72 degrees 01 minutes 40 seconds West, a distance of 94.98 feet to a point; thence
19. South 74 degrees 27 minutes 40 seconds West, a distance of 98.67 feet to a point; thence
20. On the easterly side of Sylvan Avenue, North 18 degrees 38 minutes 31 seconds East, a distance of 93.55 feet to the point and place of **BEGINNING**.

Containing 23,308 square feet or 0.54 acres of land, more or less.

This description is in accordance with a map titled "Right of Way Vacation/Dedication Plan Boston Way situated in City of Asbury Park, Monmouth County, New Jersey" prepared by MidAtlantic Engineering Partners, dated November 4, 2016.

Prepared By:
MidAtlantic Engineering Partners

Suzanne E. Warren
Professional Land Surveyor
New Jersey License No. GS03897900



NOTE:
BOUNDARY AND INFORMATION SHOWN HEREON ARE REFERENCED FROM:
- PLAN TITLED "BOUNDARY & TOPOGRAPHIC SURVEY BLOCK 701, LOT 1 BLOCK 702, LOT 1..." PREPARED BY MIDATLANTIC ENGINEERING PARTNERS DATED 3/31/16, LAST REVISED 11/4/16
- DEED BOOK 2438, PAGE 190
- DEED BOOK 4982, PAGE 0034
- TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT #2016-00733, EFFECTIVE DATE SEPTEMBER 20, 2016

DATE	REVISIONS	DRAWN BY	CHECKED BY

DRAWN BY: WKS | CHECKED BY: SEW | RELEASED BY:
DATE: 11/04/16 | HORIZONTAL SCALE: 1"=30' | VERTICAL SCALE: N/A
PROJECT No.: ALP-161
DRAWING NAME: 00-Road Vacation-Dedication.dwg

Suzanne E. Warren, P.L.S.
PROFESSIONAL LAND SURVEYOR
N.J. Lic. No. GS038079900
Date 11/4/2016

RIGHT OF WAY VACATION/ DEDICATION PLAN BOSTON WAY
SITUATED IN
CITY OF ASBURY PARK, MONMOUTH COUNTY, NEW JERSEY

MidAtlantic Engineering Partners, llc
Gateway 195 Centre, 5 Commerce Way, Suite 200, Hamilton, NJ 08691, 609-910-4450
Certificate of Authorization No. 24GA28184000
Louis L. Zuegner IV P.E. PE No. GE04256500
Matthew J. Robinson P.E. PE No. GE04642500
William J. Parkhill II P.E. PE No. GE04753800

Sheet Number 1 OF 1

File Name: G:\Albert Group\OBS\ALP-161 Asbury Park\DWG\00-Road Vacation-Dedication.dwg
Plot time: Nov 08, 2016 – 3:15pm

Attachment: ROW Dedication (2016-52 : VACATING AND DEDICATING BOSTON WAY RIGHT OF WAY)

Asbury Park, New Jersey
ORDINANCE NO. 2016-48

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER XXVIII "HEALTH REGULATIONS" BY ADDING SUBSECTION 28-4 "STERILE SYRINGE ACCESS PROGRAM" OF THE "REVISED GENERAL ORDINANCES OF THE CITY OF ASBURY PARK, NEW JERSEY

WHEREAS, the City of Asbury Park needs a comprehensive plan to stem the spread of injection-related HIV and hepatitis C; and

WHEREAS, the sharing of contaminated syringes is the leading cause of HIV/AIDS in Asbury Park with 37 percent of HIV/AIDS infections to date caused by the sharing of contaminated syringes; and

WHEREAS, communities of color have been particularly affected, with 70 percent of individuals with HIV/AIDS infections in Asbury Park being African American; and

WHEREAS, six reputable government studies and numerous clinical studies have proven sterile syringe access programs to be effective in reducing the spread of HIV, hepatitis C, and other blood-borne diseases, without increasing drug abuse; and

WHEREAS, every scientific, medical, and professional body to study the issue has concluded that sterile syringe access programs are effective in reducing the transmission of HIV/AIDS, including the American Medical Association, the American Public Health Association, the National Academy of Sciences, the National Institutes of Health Consensus Panel, the American Pediatric Association, and the United States Conference of Mayors; and

WHEREAS, studies of sterile syringe access programs have proven that these programs serve as a bridge to drug treatment and other social services for injection drug users, and save taxpayers money by reducing medical costs; and

WHEREAS, two reports from the New Jersey State Department of Health have found New Jersey's Syringe Access Programs to successful and beneficial; and

WHEREAS, it is in the best interests of the people of the City of Asbury Park to reduce the spread of HIV, hepatitis C, and other blood-borne diseases; and

THEREFORE BE IT ORDAINED, by the City Council of the City of Asbury Park that Chapter XXVIII "Health Regulations" be amended by adding Subsection 28-4"Sterile Syringe Access Program" as follows:

28-4 Sterile Syringe Access Program

The City of Asbury Park authorizes the Visiting Nurse Association Health Group to establish a sterile syringe access program in Asbury to be operated in accordance with the guidelines and procedures established by the New Jersey Department of Health.

REPEALER

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

EFFECTIVE DATE

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

I, CINDY A. DYE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2016-48 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2016

CINDY A. DYE
CITY CLERK

Minutes
Meeting of the Municipal Council
Tuesday, November 22, 2016
REGULAR MEETING

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Absent	
John Moor	Mayor	Present	
Cindy Dye	City Clerk	Present	
Michael Capabianco	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Cindy Dye called the meeting to order at 7:00 PM.

City Clerk Cindy Dye announced the following: “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 Star Ledger on January 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk.”

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice was 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 6, 2016, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

SPECIAL EVENTS

Leesha Floyd reviewed the special events applications submitted for approval by Council.
Leesha Floyd reviewed the special events applications submitted for approval by Council.

MATTERS FROM CITY COUNCIL

Council Member Chapman announced all the tree lighting ceremonies within the City for the holiday season. She also requested that people shop locally.

Council Member Clayton announced the 2nd Annual Window Decorating Contest. She announced the deadlines. She wished everyone Happy Thanksgiving.

Council Member Kendle wished everyone a Happy Thanksgiving.

Mayor Moor recognized the High School scholar athletes and teams. He announced their titles. Council Member Chapman announced all the tree lighting ceremonies within the City for the holiday season. She also requested that people shop locally.

Council Member Clayton announced the 2nd Annual Window Decorating Contest. She announced the deadlines. She wished everyone Happy Thanksgiving.

Council Member Kendle wished everyone a Happy Thanksgiving.

Mayor Moor recognized the High School scholar athletes and teams. He announced their titles.

1. Reorganziation Meeting Date and Time

The recommended date is January 1, 2017 at 2 p.m. All of Council concurred with this recommendation.

RESULT:	**DISCUSSED**

MATTERS FROM CITY MANAGER

City Manager Capabianco had no matters to discuss.
City Manager Capabianco had no matters to discuss.

MATTERS FROM CITY ATTORNEY

City Attorney Raffetto has no matters to discuss.
City Attorney Raffetto has no matters to discuss.

PUBLIC PARTICIPATION

The following members of the public spoke: Sherisha Jones, Jan Sparrow, Rita Marano and Jerry Scarano.
The following members of the public spoke: Sherisha Jones, Jan Sparrow, Rita Marano and Jerry Scarano.

MINUTES

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

1. Municipal Council - Regular Meeting - Nov 9, 2016 7:00 PM
2. November 9, 2016 Executive Session Minutes

CONSENT AGENDA RESOLUTIONS

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

2016-448 Special Event Applications

2016-449 Resolution authorizing the payment of payroll in the amount of $919,465.11

2016-450 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2016 Budget

2016-451 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 2016 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Springwood Park

2016-452 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 2016 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - JAG Grant

INDIVIDUAL RESOLUTIONS

2016-453 Resolution Authorizing The Payment Of Bills In The Amount Of $2,447,483.49

Mayor Moor abstains from line item 6-01-23-220-000-209.

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

2016-454 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey, authorizing compensation payment to Fil James Lao upon his separation of employment

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

2016-455 Authorizing the Purchase of an Exchange Server for the Police Department

Mayor Moor requested an explanation. City Manager Capabianco explained what an exchange server is.

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

2016-456 A Resolution of the city of Asbury Park Releasing the Performance Bond for the Saint James, a Condominium, 300-302 Cookman Avenue (Block 3207, all lots)

Mayor Moor requested an explanation. City Manager Capabianco provided an explanation of the release of the performance bond.

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

ORDINANCES

Introduction

2016-49 An Ordinance Amending And Supplementing Chapter IV "General Licensing", Section 4.9 "Display Of Merchandise In Public Areas; Outdoor/Sidewalk Cafes", Subsection 4.9-5 "Annual Licensing Fees" of the "Code of the City Of Asbury Park, New Jersey."

Public Hearing is scheduled for December 14, 2016.

RESULT:	**INTRODUCED [UNANIMOUS]** **Next: 12/14/2016 7:00 PM**
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2016-50 An Ordinance Amending and Supplementing Section 4-1 "Business Licenses" by Amending Subsections 4-1.4 "Fees" and Section 4-1.9 "Standards of Operation; Revocation or Suspension; Complaints" of Chapter IV, "General Licensing," of the "Code of the City of Asbury Park, New Jersey."

Public Hearing is scheduled for December 14, 2016.

RESULT:	**INTRODUCED [UNANIMOUS]** **Next: 12/14/2016 7:00 PM**
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2016-51 An Ordinance Amending and Supplementing Subsection 3-38.2, Entitled "Penalties," of Section 3-38 "Use Of Bicycles," Of Chapter III, "Police Regulations," of the "Code of the City of Asbury Park, New Jersey."

Public Hearing is scheduled for December 14, 2016.

RESULT:	**INTRODUCED [UNANIMOUS]** **Next: 12/14/2016 7:00 PM**
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

2016-52 Vacating and Dedicating Boston Way Right Of Way

Public Hearing is scheduled for December 14, 2016.

RESULT:	**INTRODUCED [UNANIMOUS]** **Next: 12/14/2016 7:00 PM**
MOVER:	Jesse Kendle, Councilmember
SECONDER:	Eileen Chapman, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, John Moor
ABSENT:	Amy Quinn

Second Reading/Public Hearing

2016-48 An Ordinance Amending and Supplementing Chapter XXVIII "Health Regulations" by Adding Subsection 28-4 "Sterile Syringe Access Program" of the "Revised General Ordinances of the City of Asbury Park, New Jersey

Motion made by Councilman Kendle and seconded by Councilwoman Chapman to open Ordinance 2016-48 to the public. All were in favor. Sherisha Jones had some questions regarding the program. Motion made by Councilman Kendle and seconded by Councilwoman Chapman to close public portion of Ordinance 2016-48 All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 8:15 PM

1. **Motion to:** close the meeting

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

Respectfully submitted by:

Cindy A. Dye, RMC, City Clerk