



Agenda
Meeting of the Municipal Council
Tuesday, November 22, 2022
REGULAR MEETING 6:00 PM

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

2022-457 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report October 2022

B. Contract Negotiations

1. 1001 First Avenue
2. 1201 Memorial Avenue
3. 1276 Washington Avenue

C. Litigation

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

D. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the "Open Public Meetings Act," Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 7, 2022, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications:

Items to be Presented:

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting November 10, 2022 4:00 PM
- Municipal Council - Regular Meeting - Nov 10, 2022 6:00 PM

C. Consent Agenda Resolutions

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

2022-458 Resolution Approving Special Event Applications

2022-459 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue Plan Firefighter Grant

2022-460 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds

2022-461 Resolution to Adjust Sewer Charges on Various Accounts

D. Individual Resolutions

2022-462 Resolution Approving Payment of Bills

2022-463 Resolution Authorizing the Purchase of Parts & Materials Needed for Repairs to the Elgin Street Sweeper

2022-464 Resolution Awarding a Contract for Improvements to Memorial Drive

2022-465 Resolution Awarding of an Emergency Contract to Millennium Communications Group for Fiber Repairs along Boston Way

2022-466 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2022 Budget

- 2022-467 Resolution Authorizing a Pilot Study to Improve Sludge Thickening and Odor Control at the Waste Water Treatment Plant
- 2022-468 Resolution Providing For The Combination Of Certain Issues Of Not To Exceed \$2,157,000 General Obligation Bonds Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Determining The Form And Other Details Of Such Bonds And Providing For The Sale Of Such Bonds To The Monmouth County Improvement Authority Pursuant To The Governmental Pooled Loan Program
- 2022-469 Resolution of the Mayor and City Council of Asbury Park Authorizing the City of Asbury Park to Enter into a Subsequent Redeveloper Agreement with Asbury Partners, LLC and 202/204 7th Avenue Urban Renewal, LLC Regarding Residential Development on Block 4201, Lots 3 and 4 to Supersede a Prior Subsequent Developer Agreement by and Among the City of Asbury Park, Asbury Partners, LLC and 202 Seventh Avenue, LLC
- 2022-470 Resolution Amending the Metered Parking Requirements in the City for November 2022 and December 2022
- 2022-471 Resolution Establishing An Ad Hoc Advisory Committee To Be Known As The “Ccrb Exploratory Committee” To Study And Review The Potential Creation Of A Civilian Complaint Review Board Or Similar Type Of Police Oversight Board Or Committee To Promote Transparency, Accountability And Public Confidence In The Police Disciplinary Process

E. Ordinances

1. Introduction

- 2022-14 Ordinance Authorizing The City Of Asbury Park To Convey An Easement To Permit A Limited Encroachment Into The Right-Of-Way Area Adjacent To First Avenue And Pine Street, Relating To An Existing Retaining Wall Located At 1201 First Avenue (Block 1705, Lot 14), Asbury Park, New Jersey

F. Adjournment

**RESOLUTION NO. 2022-457****RESOLUTION AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that this body will hold a meeting on November 22, 2022 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Public Safety

1. Police Monthly Report October 2022

B. Contract Negotiations:

1. 1001 First Avenue
2. 1201 Memorial Avenue
3. 1276 Washington Avenue

C. Litigation:

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

D. Attorney-Client Privilege:

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

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Thursday, November 10, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-441 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	
Anthony Cucci	Deputy City Clerk	Absent	

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

ITEMS TO BE PRESENTED:

Minutes Acceptance: Minutes of Nov 10, 2022 6:00 PM (Minutes)

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

Jennifer Porter of Asbury Partners presented a proposed project for an accessory tent and shed to be added to the Asbury Hotel.

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

Michael Bruno Esq. from the law firm Giordano, Halleran & Ciesla representing Inspire by Somerset, presented a development project located at 1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue.

Matters from City Council

Council member Chapman stated, on November 11th for Veterans Day we will be honoring our Veterans here at City Hall Council Chambers because it is going to rain.

Council member Clayton had no matters at this time.

Council member Kendle had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

City Manager, Donna Viero had no matters at this time.

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. No members of the public spoke.

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

MINUTES

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

1. Municipal Council- Executive Meeting October 26, 2022 4:00 PM
2. Municipal Council - Regular Meeting - Oct 26, 2022 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2022-442 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opiod Settlement
- 2022-443 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Justice Assistance Grant
- 2022-444 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ Grant Local Business Community UEZ Director
- 2022-445 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ Grant Public Safety Offset for Business Community
- 2022-446 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - UEZ Grant Facade & Walkway Improvements
- 2022-447 Resolution Authorizing Acceptance of Funding from the State of New Jersey, Department of Human Services, Division of Mental Health Services for the Year 2023 Mental Health Grant

INDIVIDUAL RESOLUTIONS

- 2022-448 Resolution Approving Payment of Bills
- P.O. # 22-02861 was removed from the bill list.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPOINTMENT TO THE LIBRARY BOARD OF TRUSTEES

Mayor Moor announced a new appointment to the Library Board: Jacalyn Sharpe with a term to expire 12/31/2027.

ADJOURNMENT

The meeting was adjourned at 6:50 PM

A motion to close the meeting was made by Council member Chapman and seconded Deputy Mayor Quinn. Meeting adjourned at 6:50 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Nov 10, 2022 6:00 PM (Minutes)



RESOLUTION NO. 2022-458

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on November 22, 2022 the following Special Events Applications were presented for approval by the Director of Recreation:

1. The Great Sleep Out

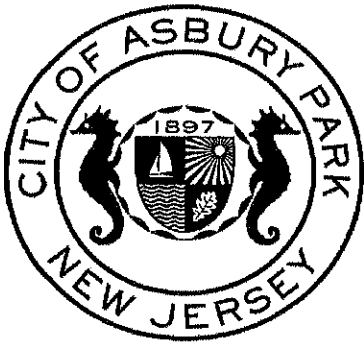
WHEREAS, the Mayor and Council have determined to approve said applications, so long as all requirements of the City's "Special Events" Ordinance (Section 4-10 of the City Code) have been satisfied by the respective applicants, as well as any other requirements imposed by the City's Police Department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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-458 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK
SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: December 18, 2022 Rain Date: _____

Time of Event: 6pm to 6 AM Setup time: 6pm Break-down time: 5am

Name of Event: THE GREAT SLEEP OUT

Location of Event: Boardwalk or Municipal Grounds

Type of Event (check all that apply):

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

Other: AWARENESS



*Wedding applicants only need to complete page 6.

APPLICANT INFORMATION

1. Name of Applicant/Organization: DRACKER TYLER EMPLOYER ME OF MONMOUTH COUNTY
2. Address of Applicant: 1201 Springwood Ave. Unit 104, Asbury Park
3. Telephone #: 732 848-5797 Cell Phone #: 732 801-8428 E-mail: EMPLOYERME@GMAIL.COM
4. Is your organization non-profit? YES If so, please provide Tax ID# _____
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: I want to bring awareness to the homeless population in Monmouth County. This is also a fund raiser. We will be sleeping outside in the elements as our homeless population does. This also brings awareness to mental health & substance abuse.
6. Estimated attendance: 40
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☐ YES ☒ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: _____

(speakers must be pointed towards the ocean, away from residential housing. No amplified music after 10pm.)
9. ☐ YES ☒ NO Will alcohol be served, sold, distributed or consumed at this event?
If yes, applicant will need to apply for a social affairs permit or catering permit through the State. This should be done at least 15 business days prior to the event. City of AP off duty police officers will be required to be hired. Please include a detailed site plan of the alcohol service area.
10. ☐ YES ☒ NO Is there an admission charge? If yes, how much? _____
11. ☐ YES ☒ NO Is there a vendor charge? If yes, how much? _____
12. ☐ YES ☒ NO Has this event been held in the past?
If Yes, please answer the following questions:
 - Date of last event? _____
 - Location _____

Attachment: Great Sleep Out event application (2022-458 : Special Event Applications)



- Contact person: Doreene Tyler
- Email: Empowerment@gmail.com Phone # 732 801 8428

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

If Yes, please complete:

Company Name: _____ Contact name: _____

Phone #: _____ Cell #: _____

Email address: _____

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

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

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

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

Photos of sponsor advertisement will need to be provided

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

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

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

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



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

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

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

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

21. ☐ YES ☒ NO Will electricity be needed? If yes, explain how will this be provided: _____

Generators require a permit from the Construction department

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

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

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

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

If yes, how many: _____ and where _____

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

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

Name of Fence Provider: _____

Be sure to request a sprinkler head map for City parks.

25. ☒ YES ☐ NO Do you plan to provide portable restrooms? If yes, how many? 1-2

Number of ADA restrooms _____. Please indicate on your site plan where these restrooms will be located. Estimated # of units: up to 500 people-5 units; 1000 people- 8 units; 2500 people-15 units

➤ Restroom Provider: _____

26. ☒ YES ☒ NO Will you have your own cleanup crew? # _____

If trash, food debris or anything else is left behind from your event, security deposit will be forfeited

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

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



☒ YES ☐ NO Recyclable cans? 1 If yes, how many? _____

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

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

30. Please explain how you will provide cleanup, disposal and removal of trash and debris associated your event:

There should only be a coffee cup or
water bottle and I will pick up any
thing not properly discarded.

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

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

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

Darlene Tyler
 Signature of Applicant

11/4/2022
 Date

DARLENE TYLER
 Printed Name of Applicant

CEO
 Title



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 22, 2022
RESOLUTION SUMMARY

2022-459

Add 2022 ARP Firefighter Grant in the amount of \$52,000.00. Funds to be utilized for the purchase of an oxygen generator.



RESOLUTION NO. 2022-459

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2022 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - AMERICAN RESCUE PLAN FIREFIGHTER
GRANT**

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$52,000.00. Which is now available from the Department of Community Affairs.

BE IT FURTHER RESOLVED, that a like sum of \$52,000.00 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

American Rescue Plan - Firefighter Grant

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-459 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 22, 2022
RESOLUTION SUMMARY

2022-460

Add 2022 Additional National Opioid Settlement Proceeds in the amount of \$41,140.91



RESOLUTION NO. 2022-460

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

**RESOLUTION OF THE CITY OF ASBURY PARK, COUNTY OF MONMOUTH,
STATE OF NEW JERSEY PROVIDING FOR THE INSERTION OF SPECIAL ITEMS
OF REVENUE IN THE 2022 BUDGET OF THE CITY OF ASBURY PARK PURSUANT
TO N.J.S.A. 40A:4-87 (CHAPTER 159) - NATIONAL OPIOD SETTLEMENT
PROCEEDS**

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

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

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth, New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2022 in the sum of \$41,140.91. Which is now available from the NJ Department of Community Affairs National Opiod Settlement Proceeds.

BE IT FURTHER RESOLVED, that a like sum of \$41,140.91 is hereby appropriated under the following caption:

General Appropriations:

Operations Excluded from "CAPS":

Public & Private Programs Offset by Revenues:

National Opiod Settlement Proceeds

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-460 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 22, 2022
RESOLUTION SUMMARY

2022-461

Resolution to Adjust Sewer Charges on an Account Due to a Leak That Was Not Reported.



RESOLUTION NO. 2022-461

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

RESOLUTION TO ADJUST SEWER CHARGES ON VARIOUS ACCOUNTS

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

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

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

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

1. Apply a credit of \$361.05 for 87,000 gallons from 2022 Q4 onto account #10256504-0, 1428 Asbury Avenue, assessed to Jessica A Baguchinsky & M Javorek.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-461 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 22, 2022
RESOLUTION SUMMARY

2022-462
Payment of Bills.



RESOLUTION NO. 2022-462

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

RESOLUTION APPROVING PAYMENT OF BILLS

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

BE IT RESOLVED, that these vouchers payable totaling \$545,661.18

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

CURRENT VOUCHERS	\$ <u>545,661.18</u>
TOTAL VOUCHERS	\$ <u>545,661.18</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-462 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

November 16, 2022
03:47 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.1.a

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid:
Format: Condensed Held: N Aprv: N Rcvd:
Range: 1-First to 2-Last Bid: Y State: Y Other: Y Exempt:
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/22 Include Non-Budgeted:
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

Budget Account	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: CURRENT
Department: STREETS & ROAD
Extd: STREETS & ROADS MAINTENANCE

1-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
GPCNA091	GPC-NAPA AUTO PARTS	22-03153	VARIOUS PARTS	60.50	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			60.50		
	Department Total: STREETS & ROAD			60.50		
	CAFR Total:			60.50		
	Fund Total: CURRENT			60.50		
	Year Total:			60.50		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

2-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005	SURENIAN, EDWARDS & NOLAN LLC	22-03128	Sept. RCA Fees	3,377.50	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	22-03142	Invoice 3749 Council General	2,201.00	0.00	
				<u>5,578.50</u>		
	Extd Total: ADMINISTRATION			5,578.50		
	Department Total: ADMINISTRATION			5,578.50		

Department: MUNIC CLERK
Extd: MUNICIPAL CLERK

2-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	22-03263	#5469296 & 5469563 ADS	101.68	0.00	

2-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC	GRANICUS, LLC	22-03149	INVOICE #157820 NOVEMBER 2022	706.20	0.00	
PARKE005	PARKER MCCAY, PA	22-03262	#3153946 & 3153947 OCT 2022	<u>1,209.50</u>	0.00	
				1,915.70		

2-01-20-120-000-292	MUNIC CLERK Elections					
LISAE005	LISA ESPOSITO	22-03270	Measuring wheel Elections	44.99	0.00	
	Extd Total: MUNICIPAL CLERK			2,062.37		
	Department Total: MUNIC CLERK			2,062.37		

Department: FINANCE
Extd: FINANCIAL ADMINISTRATION

2-01-20-130-000-202	FINANCE Office Supplies					
MGLFOR	MGL FORMS-SYSTEMS, LLC	22-02775	2022 1099 Forms	342.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-20-130-000-204	FINANCE Outside Services					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	22-03203	Dissemination Agent Fees	750.00	0.00	
2-01-20-130-000-206	FINANCE Copier					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-03218	#40046768-1 CONTRACT #52 OF 60	662.94	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-03233	OCTOBER 2022 PHOTOCOPIERS	2,966.06	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-03234	NOVEMBER 2022 PHOTOCOPIERS	<u>3,106.08</u>	0.00	
				6,735.08		
2-01-20-130-000-207	FINANCE HR Testing					
MERHEA	HACKENSACK MERIDIAN WORKS	22-03207	Invoice #492725 - October 2022	140.00	0.00	
MERHEA	HACKENSACK MERIDIAN WORKS	22-03253	#492159 - October 2022	<u>180.00</u>	0.00	
				320.00		
2-01-20-130-000-209	FINANCE Fees					
FPMAIL	FP Mailing Solutions	22-03252	#RI105532902 11/1-1/31/23	225.00	0.00	
2-01-20-130-000-223	FINANCE Condo Reimbursements					
1010G005	1010 GRAND AVENUE LLC	22-03177	3rd. Q Trash Reimb.	600.00	0.00	
211FIR	211 FIRST DUCKSAUCE, LLC	22-03178	3rd Q Trash Reimbursement	756.00	0.00	
REUDUC2	REUSSI DUCKSAUCE 2 LLC	22-03179	3rd Q Trash Reimbursement	428.40	0.00	
RL4ASB	RL4 ASBURY LLC	22-03180	3rd Q Trash Reimbursement	718.20	0.00	
REUDUC3	REUSSI DUCKSAUCE3 LLC	22-03181	3rd Q Trash Reimbursement	579.60	0.00	
RL3ASB	RL3 ASBURY LLC	22-03182	3rd. Q Trash Reimbursement	1,032.30	0.00	
RL5ASB	RL5 ASBURY LLC	22-03184	3rd Q Trash Reimbursement	579.60	0.00	
2123R005	212 3RD AVENUE LLC	22-03185	3rd. Q Trash Reimbursement	691.50	0.00	
1411W005	1411 WEBB STREET LLC	22-03186	3rd Q Trash Reimbursement	173.20	0.00	
309SU005	309 SUNSET AVENUE LLC	22-03187	3rd. Q Trash Reimbursement	614.21	0.00	
7106T005	710 6TH AVENUE LLC	22-03188	3rd Q Trash Reimbursement	787.55	0.00	
4077T005	407 7TH AVENUE LLC	22-03189	3rd Q. Trash Reimbursements	756.00	0.00	
4045T005	404 5TH AVENUE	22-03190	3rd Q Trash Reimbursement	850.50	0.00	
EMPGRA	EMPIRE GRAND REGENCY ASSOC.INC	22-03191	3rd Q Trash Reimbursement	1,713.60	0.00	
2107T005	210 7TH AVENUE LLC	22-03192	3rd Q Trash Reimbursement	535.50	0.00	
5038T010	503 8TH AVENUE LLC	22-03193	3rd Q Trash Reimbursement	316.00	0.00	
3106TH	310 6TH AVENUE, LLC	22-03194	3rd Q Trash Reimbursement	1,638.00	0.00	
REUSS005	REUSSI DUCKSAUCE 4 LLC	22-03195	3rd Q Trash Reimbursement	1,479.75	0.00	
THEM005	THE MONROE CONDOMINIUM	22-03205	3rd Q. Trash Reimbursements	1,380.00	0.00	
PHISEA	MONMOUTH COUNCIL #9	22-03229	3rd Q 2022 Trash Reimbursement	<u>9,294.48</u>	0.00	
				24,924.39		
	Extd Total: FINANCIAL ADMINISTRATION			33,296.47		
	Department Total: FINANCE			33,296.47		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
2-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
SHIINT	SHI INTERNATIONAL CORP	22-02670	ID Printer	1,763.61	0.00	
CDWGOV	CDW GOVERNMENT LLC	22-03072	Q#1C912SM USB HUB/DOCK	254.32	0.00	

Attachment: Bill List 11-22-22 (2022-462 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-20-140-000-219 AMAZ0005 AMAZON.COM SERVICES	COMPUTER DATA PROC. Equipment 22-03090 Misc Supplies Oct22		Continued	482.96 2,500.89	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			2,500.89		
	Department Total: COMPUTER MIS			2,500.89		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
2-01-20-155-000-209 GENBUR GENOVA BURNS LLC LAWOF005 LAW OFFICE OF GENE J ANTHONY	LEGAL SERVICES Fees 22-03235 Invoice 484297 General file 22-03281 #20936 OCTOBER RENT LEVELING			5,056.98 559.90 5,616.88	0.00 0.00	
	Extd Total: LEGAL SERVICES			5,616.88		
	Department Total: LEGAL SERVICES			5,616.88		
	CAFR Total:			49,055.11		
Department: Planning Department						
Extd: Planning Department						
2-01-21-179-000-202 ATLTOM ATLANTIC TOMORROWS OFFICE WBMASON W.B.MASON CO., INC.	PLANNING DEPT. Office Supplies 22-02684 SAVIN WIDE FORMAT COPY PAPER 22-03044 Planning office supplies 10/22			130.00 149.06 279.06	0.00 0.00	
	Extd Total: Planning Department			279.06		
	Department Total: Planning Department			279.06		
	CAFR Total:			279.06		
Department: CODE ENFORCE						
Extd: CODE ENFORCEMENT AND ADMIN.						
2-01-22-195-000-201 AMAZ0005 AMAZON.COM SERVICES	CODE ENFORCEMENT Office Supplies 22-03171 Ecoey wireless doorbell			21.98	0.00	
	Extd Total: CODE ENFORCEMENT AND ADMIN.			21.98		
	Department Total: CODE ENFORCE			21.98		
	CAFR Total:			21.98		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
2-01-23-210-000-209 PMACOM PMA MANAGEMENT CORPORATION	LIABILITY INSURANCE Fees 22-03241 Oct 2022 Billing Statement			79,383.12	0.00	
	Extd Total: LIABILITY INSURANCE			79,383.12		
	Department Total: LIAB INSURANCE			79,383.12		

Attachment: Bill List 11-22-22 (2022-462 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
2-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA MANAGEMENT CORPORATION	22-03241	Oct 2022 Billing Statement	103,664.00	0.00	
	Extd Total: WORKER'S COMPENSATION			103,664.00		
	Department Total: WORKERS COMP			103,664.00		
	CAFR Total:			183,047.12		
Department: POLICE						
Extd: POLICE DEPARTMENT						
2-01-25-240-000-203	POLICE Motor Vehicle					
RICAUT	RICH'S AUTO BODY	22-02771	Repairs to car #13 for MVA	5,795.41	0.00	
EASTC	EAST COAST EMERGENCY LIGHTING,	22-02772	Repairs to car #13	1,543.20	0.00	
AGINS005	AGIN SIGNS & DESIGNS	22-03080	EST #6559 Decal repair car #59	175.00	0.00	
				7,513.61		
2-01-25-240-000-212	POLICE Dues,Subscript.					
THOWES	THOMSON WEST CUSTOMER SERVICE	22-03151	#847121723 OCT 2022 SOFTWARE	246.00	0.00	
2-01-25-240-000-214	POLICE Pest Control					
TERPES	THE TERMINIX INTERNATIONAL CO	22-03152	INV #425407449 9/23/22	219.00	0.00	
2-01-25-240-000-216	POLICE Supplies-Compu.					
CDWGOV	CDW GOVERNMENT LLC	22-03024	Q#NBKD480 Terminal Emulator	5,797.00	0.00	
2-01-25-240-000-218	POLICE Contract.Serv.					
OPTIMUM	OPTIMUM	22-03150	#07866-182313-01-5 10/8 -11/7	288.03	0.00	
	Extd Total: POLICE DEPARTMENT			14,063.64		
	Department Total: POLICE			14,063.64		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
2-01-25-265-000-206	FIRE DEPT. Purchase of Equipment					
THEHAR	THE HARDWARE STORE	22-03103	BLANKET PO NOT TO EXCEED	18.13	0.00	B
2-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
MUNIC005	MUNICIPAL EMERGENCY SERVICES	22-01442	2022 Cloth Allow-Annunziata, P	50.00	0.00	B
MUNIC005	MUNICIPAL EMERGENCY SERVICES	22-01491	2022 Cloth Allow-weedon	802.50	0.00	B
				852.50		
2-01-25-265-000-229	FIRE DEPT. Medical Sup.					
VERALP	V.E. RALPH & SON, INC.	22-02819	Q#99678 & 99679 PEN-LITES ETC.	522.87	0.00	
VERALP	V.E. RALPH & SON, INC.	22-02918	Q#99779 GAUZE,RESUSCITATOR ETC	1,415.07	0.00	
VERALP	V.E. RALPH & SON, INC.	22-03073	Q#100049 PULSE OXIMETERS	359.76	0.00	
VERALP	V.E. RALPH & SON, INC.	22-03239	INV# 439959 SMART PAD II FRX	117.60	0.00	
				2,415.30		

Attachment: Bill List 11-22-22 (2022-462 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
MONM0015	MONMOUTH COUNTY PUBLIC WORKS &	22-03240	INV# APFD 09-22-09	914.93	0.00	
FOWEQU	FOWLER EQUIPMENT CO., INC.	22-03249	INV# 265072 GEAR WASHER REPAIR	308.33	0.00	
				1,223.26		
2-01-25-265-000-270	FIRE DEPT. Pest Control					
WESPES	WESTERN PEST SERVICES	22-03243	INV# 8060337 NOVEMBER 2022	120.00	0.00	
	Extd Total: FIRE DEPARTMENT			4,629.19		
	Department Total: FIRE DEPT.			4,629.19		
	CAFR Total:			18,692.83		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
2-01-26-290-000-202	STREETS & ROAD Office Supplies					
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-03066	INV #40IV190684 & 40IV189287	1,539.93	0.00	
2-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
STOTRA	STORR TRACTOR CO.	22-00876	Diagnostic on toro workman	385.00	0.00	
WORJEE	WORLD CHRYSLER DODGE JEEP RAM	22-01252	window switch car 85 pd	203.20	0.00	
VANW1005	VAN WICKLE AUTO SUPPLY, INC.	22-01633	Aternator and regulator 8390	3,247.82	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-02593	NEW BLANKET FOR VARIOUS PARTS	1,587.75	0.00	B
SEAFOR	SEA BREEZE FORD INC.	22-02674	NEW BLANKET FOR VARIOUS PARTS	1,508.15	0.00	B
SEAFOR	SEA BREEZE FORD INC.	22-02723	DPW #7 BUMPER REPLACEMENT	1,716.33	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	22-02759	REVI BRAKE SLACK ADJUSTER	489.52	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	22-02760	REVI BRAKE SHOE KIT/REVI DRUM	1,252.08	0.00	
HECTRA	HECHT TRAILERS, LLC	22-03026	spring asmbly for trailer	193.95	0.00	
CHEVAL	CHERRY VALLEY TRACTOR SALES	22-03046	CRACK IN ENGINE-KUBOTA #14	4,967.86	0.00	
NOREG005	NOREGON SYSTEMS LLC	22-03048	2 - JPRO PRO. CERT. COURSE	119.98	0.00	
WETIMM	W.E. TIMMERMAN COMPANY, INC.	22-03057	2 WIPER ARMS AND BLADES	448.10	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	22-03086	STOCK FLUIDS & OIL	2,078.09	0.00	
NORSWE	NORTHEAST SWEEPERS & RENTALS,	22-03104	DRIVE SWITCH RAVO SWEEPER	144.29	0.00	
SEAFOR	SEA BREEZE FORD INC.	22-03106	NEW BLANKET FOR VARIOUS PARTS	808.57	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-03107	DPW#46 ALTERNATOR/CORE BATTERY	3,314.85	0.00	
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-03108	NEW BLANKET FOR VARIOUS PARTS	660.15	0.00	B
TRIUS	TRIUS, INC.	22-03139	bearings& sprockets - spreader	260.05	0.00	
GPCNA091	GPC-NAPA AUTO PARTS	22-03154	VARIOUS PARTS	1,071.43	0.00	
				24,457.17		
2-01-26-290-000-210	STREETS & ROAD Network Fleet					
VERIZ015	VERIZON CONNECT	22-03174	INV#332000036137 11.1.2022	2,554.05	0.00	
2-01-26-290-000-213	STREETS & ROAD Safety Equipment					
STAVOLA	STAVOLA ASPHALT COMPANY, INC.	22-03264	#271826 HOT MIX ASPHALT 11/4	86.20	0.00	
2-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
GRAING	GRAINGER, INC.	22-00744	Open PO Electrical Supplies	228.10	0.00	B
GRAING	GRAINGER, INC.	22-02813	Misc Supplies	229.04	0.00	B
				457.14		
2-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
CONTR005	CONTROLLED GROWTH, LLC	22-00607	WEED CONTROL 2022	1,069.20	0.00	B

Attachment: Bill List 11-22-22 (2022-462 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-26-290-000-218	STREETS & ROAD Contract.Serv.		Continued			
CINCOR	CINTAS CORPORATION NO 2	22-03165	#9198525470 NOV AED AGREEMENT	99.00	0.00	
CONTR005	CONTROLLED GROWTH, LLC	22-03213	#10506 & 10627 WEED SERVICES	326.48	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	22-03219	INVOICE #944437 10/31/22	98.25	0.00	
				<u>1,592.93</u>		
2-01-26-290-000-220	STREETS & ROAD Repairs					
JOHGUI	JOHN GUIRE SUPPLY	22-03094	western blade assembly	6,314.90	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			37,002.32		
	Department Total: STREETS & ROAD			37,002.32		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
2-01-26-305-000-209	SOLID WASTE Fees					
DELDEM	DELISA DEMOLITION, INC.	22-03126	#247785 & 247786 CONSTR DEBRIS	1,165.95	0.00	
DELDEM	DELISA DEMOLITION, INC.	22-03162	247940 TRASH FEES 10/17 -10/31	28,776.77	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	22-03167	#605139 RECYCLING OCOTBER 2022	11,552.68	0.00	
DELDEM	DELISA DEMOLITION, INC.	22-03176	#247902 & 247903 CONSTR DEBRIS	1,890.90	0.00	
DELDEM	DELISA DEMOLITION, INC.	22-03212	#247968 & 247969 CONSTR DEBRIS	1,395.45	0.00	
				<u>44,781.75</u>		
	Extd Total: SOLID WASTE COLLECTION			44,781.75		
	Department Total: SOLID WASTE			44,781.75		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
2-01-26-310-000-203	BUILDING & GND Misc. Hardware					
THEHAR	THE HARDWARE STORE	22-02971	Misc Shop Supplies	59.96	0.00	B
2-01-26-310-000-204	BUILDING & GND Building Supplies					
GRAING	GRAINGER, INC.	22-03070	Heater Parts	338.84	0.00	
2-01-26-310-000-218	BUILDING & GND Contract.Serv.					
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	22-02761	AH-2 blower motor replacement	5,443.00	0.00	
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	22-02762	exhaust fan 2nd floor office	2,480.00	0.00	
				<u>7,923.00</u>		
	Extd Total: BUILDINGS & GROUNDS			8,321.80		
	Department Total: BUILDING & GND			8,321.80		
	CAFR Total:			90,105.87		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
2-01-27-345-000-202	SOCIAL SERVICES Office Supplies					
WBMASON	W.B.MASON CO., INC.	22-03148	Office Supplies	101.70	0.00	
2-01-27-345-000-208	SOCIAL SERVICES Events					
AMAZO005	AMAZON.COM SERVICES	22-03095	Candy for tree lighting	32.98	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-27-345-000-218	SOCIAL SERVICES Contract Services					
VISNUR	VISITING NURSES ASSN. OF CENTR	22-02989	Nursing Services August 2022	6,970.00	0.00	
	Extd Total: SOCIAL SERVICES:			7,104.68		
	Department Total: PUBLIC ASST			7,104.68		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
2-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
ONSOL005	ONSOLVE, LLC	22-03265	Service Contract 12/3-12/2/23	838.35	0.00	
	Extd Total: SENIOR CENTER			838.35		
	Department Total: SENIOR CENTER			838.35		
	CAFR Total:			7,943.03		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
2-01-28-370-000-206	RECREATION Summer Camp					
MONPARK	MONMOUTH COUNTY PARKS SYSTEM	22-03156	INV #24394 7/18, 7/19 & 7/27	375.00	0.00	
2-01-28-370-000-211	RECREATION Police Athletic League					
SECWOR	SECURITY WORLD INC.	22-03157	PAL GYM	330.00	0.00	
2-01-28-370-000-212	RECREATION Trunk/Treat.					
AMAZO005	AMAZON.COM SERVICES	22-02833	trunk/treat event	2,267.99	0.00	
RUBBRA	RUBEN BRAY	22-03115	trunk or treat dj 2022	200.00	0.00	
				2,467.99		
	Extd Total: RECREATION SERVICES & PROGRAM			3,172.99		
	Department Total: RECREATION			3,172.99		
	CAFR Total:			3,172.99		
Department: PUBLIC LIBRARY						
Extd: PUBLIC LIBRARY:						
2-01-29-390-000-299	PUBLIC LIBRARY Misc.					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	22-03158	3rd Q Library Allocation	70,000.00	0.00	
	Extd Total: PUBLIC LIBRARY:			70,000.00		
	Department Total: PUBLIC LIBRARY			70,000.00		
	CAFR Total:			70,000.00		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
2-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	22-03200	#1018-210043098405 10/5-11/2	3,969.96	0.00	
NJAMER	N.J. AMERICAN WATER CO.	22-03206	#1018-210027736316 10/5-11/2	1,654.97	0.00	
NJAMER	N.J. AMERICAN WATER CO.	22-03254	#1018-210027736255 10/5-11/2	1,229.17	0.00	

Attachment: Bill List 11-22-22 (2022-462 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-31-435-435-299	LIGHT, HEAT & POWER Misc.		Continued			
NJAMER N.J. AMERICAN WATER CO.		22-03287	#1018-220024273714 10/5-11/2	19.85	0.00	
				6,873.95		
	Extd Total: LIGHT,HEAT,POW			6,873.95		
	Department Total: LIGHTING			6,873.95		
Department: TELEPHONE						
Extd: TELEPHONE						
2-01-31-440-000-299	TELEPHONE Misc.					
VERZON VERIZON BUSINESS		22-03242	#152-069-551-0001-78 11/4-12/3	124.99	0.00	
VERIZON VERIZON WIRELESS		22-03257	#342269861-00001 10/5-11/4	1,963.29	0.00	
				2,088.28		
	Extd Total: TELEPHONE			2,088.28		
	Department Total: TELEPHONE			2,088.28		
Department: GASOLINE						
Extd: GASOLINE						
2-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		22-03079	945283 UNLEADED RFG FUEL 10/14	10,962.40	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		22-03093	#950429 DIESEL FUEL 10/19/22	4,301.38	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC		22-03166	955745 UNLEADED RFG FUEL 10/25	5,769.18	0.00	
				21,032.96		
	Extd Total: GASOLINE			21,032.96		
	Department Total: GASOLINE			21,032.96		
	CAFR Total:			29,995.19		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
2-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY		22-03030	INVOICE #25671 10/14 SERVICES	110.00	0.00	
BEACRA BEATRIZ C. CRANEY		22-03031	INVOICE #25679 10/14 SERVICES	230.00	0.00	
				340.00		
	Extd Total: MUNICIPAL COURT			340.00		
	Department Total: MUNIC COURT			340.00		
	CAFR Total:			340.00		
Department: LOAN REPAYMENT						
2-01-45-940-941-299	Green Acres Loan Payments					
TRE727 TREAS.STATE OF NJ/727 FUND		22-03082	GreenAcres-Boardwalk-Prin/Int	24,910.73	0.00	
	Extd Total:			24,910.73		
	Department Total: LOAN REPAYMENT			24,910.73		
	CAFR Total:			24,910.73		

Attachment: Bill List 11-22-22 (2022-462 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
CAFR:	CURRENT FUND NON BUDGET ACCTS:					
Department:	TAXES PAYABLE:					
Extd:	TAXES PAYABLE:					
2-01-55-001-000-028	Refund of Prior Year Revenue					
ATTMSL	AT&T Mobility Services LLC	22-03197	Overpayment of Back Rent Paid	1,000.00	0.00	
	Extd Total: TAXES PAYABLE:			1,000.00		
	Department Total: TAXES PAYABLE:			1,000.00		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,000.00		
	Fund Total: CURRENT			478,563.91		
Fund:	BEACH					
Department:	UTILITY OE					
Extd:	BEACH UTILITY O/E: OTHER EXPENSES:					
2-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	22-03200	#1018-210043098405 10/5-11/2	175.47	0.00	
NJAMER	N.J. AMERICAN WATER CO.	22-03254	#1018-210027736255 10/5-11/2	249.92	0.00	
				425.39		
2-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
FERENT	FERGUSON ENTERPRISES INC.	22-01433	Misc Plumbing Supplies	9.14	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			434.53		
	Department Total: UTILITY OE			434.53		
	CAFR Total:			434.53		
	Fund Total: BEACH			434.53		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
2-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-03233	OCTOBER 2022 PHOTOCOPIERS	161.68	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-03234	NOVEMBER 2022 PHOTOCOPIERS	161.68	0.00	
				323.36		
2-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	22-03138	October 2022 DMS Fees	7,557.00	0.00	
2-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PARKM005	PARKMOBILE USA, LLC	22-03279	INV30789 ParkMobile Fees 10/22	6,909.60	0.00	
PAYBY005	PAYBYPHONE TECHNOLOGIES, INC.	22-03280	INV5127 PayByPhone 10/22 Fees	122.04	0.00	
				7,031.64		
2-06-55-502-000-228	TRANSPORT. UTILITY OE Engineering Fees					
DYNAM005	DYNAMIC TRAFFIC, LLC	22-03118	INV #1137 SERVICES 9/4-10/8/22	5,670.26	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			20,582.26		
	Department Total: UTILITY OE			20,582.26		
	CAFR Total:			20,582.26		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			20,582.26		

Attachment: Bill List 11-22-22 (2022-462 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
2-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
GRAING	GRAINGER, INC.	22-02990	LED Bulbs for Plant Lighting	2,004.96	0.00	
GRAING	GRAINGER, INC.	22-03063	Ball Valves, Nipples	189.50	0.00	
STESUP	STEVENSON SUPPLY CO., INC.	22-03074	PVC Parts for Boilers	865.97	0.00	
				3,060.43		
2-07-55-502-000-206	SEWER UTILITY O/E: Purchase of Equipment					
BRWELD	BR WELDING, INC.	22-03041	Gearbox Replacement	5,742.00	0.00	
2-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	22-03200	#1018-210043098405 10/5-11/2	451.40	0.00	
NJAMER	N.J. AMERICAN WATER CO.	22-03206	#1018-210027736316 10/5-11/2	326.24	0.00	
NJAMER	N.J. AMERICAN WATER CO.	22-03254	#1018-210027736255 10/5-11/2	183.71	0.00	
				961.35		
2-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
GARDSTA	GARDEN STATE LABORATORIES, INC.	22-02791	#00539740 AUGUST 2022 TESTING	3,730.00	0.00	
GARDSTA	GARDEN STATE LABORATORIES, INC.	22-03028	#00541268 SEPT 2022 TESTING	1,890.00	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-03233	OCTOBER 2022 PHOTOCOPIERS	82.58	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-03234	NOVEMBER 2022 PHOTOCOPIERS	82.58	0.00	
CERID005	CERIDA INVESTMENT CORP.	22-03267	INV #127-22415 NOVEMBER 2022	175.42	0.00	
				5,960.58		
2-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
UNIVAR	UNIVAR SOLUTIONS USA, INC.	22-03204	INVOICE #50689462 OCTOBER 2022	4,046.22	0.00	
2-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
LYONS005	LYONS ENVIRONMENTAL SERVICES	22-03168	#APLAB1022 WWTP TESTING	880.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			20,650.58		
	Department Total: UTILITY OE			20,650.58		
	CAFR Total:			20,650.58		
	Fund Total: SEWER UTILITY: BUDGET:			20,650.58		
	Year Total:			520,231.28		
Fund: GRANT FUND BUDGET:						
G-02-43-956-022-203	Mental Health Grant					
AMAZ005	AMAZON.COM SERVICES	22-03101	Nursing Supplies	111.37	0.00	
	Extd Total:			111.37		
	Department Total:			111.37		
	CAFR Total:			111.37		
	Fund Total: GRANT FUND BUDGET:			111.37		
	Year Total:			111.37		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		22-03269	Dog License Report October '22	8.40	0.00	
	Extd Total:			8.40		
	Department Total:			8.40		
	CAFR Total:			8.40		
	Fund Total:		ANIMAL CONTROL FUND BUDGET:	8.40		
Fund:	TRUST OTHER					
T-20-56-850-851-801	Reserve for Public Defender					
GREER005 GREER LAW FIRM		22-03160	alternate public def 10/28/22	500.00	0.00	
	Extd Total:			500.00		
	Department Total:			500.00		
	CAFR Total:			500.00		
	Fund Total:		TRUST OTHER	500.00		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-181-000-299	BLK 130/LOT 1-8-ASBURY PARTNER					
INSENG INSITE ENGINEERING, LLC		22-03065	Insite invoices	2,985.50	0.00	
	Extd Total:			2,985.50		
	Department Total:			2,985.50		
T-21-00-213-000-299	PARKING LOT-BLK 144(MADISON ASBURY RET.)					
INSENG INSITE ENGINEERING, LLC		22-03065	Insite invoices	640.00	0.00	
	Extd Total:			640.00		
	Department Total:			640.00		
T-21-00-214-000-299	PARKING LOT BLK161(MADISON ASBURY RET.)					
INSENG INSITE ENGINEERING, LLC		22-03065	Insite invoices	967.50	0.00	
	Extd Total:			967.50		
	Department Total:			967.50		
Department: WORKERS COMP						
T-21-00-215-000-299	PARKING LOT BLK 177(MADISON ASBURY RET.)					
INSENG INSITE ENGINEERING, LLC		22-03065	Insite invoices	510.00	0.00	
	Extd Total:			510.00		
	Department Total:		WORKERS COMP	510.00		

Attachment: Bill List 11-22-22 (2022-462 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-386-000-299 INSENG INSITE ENGINEERING, LLC	603 SEVENTH AVENUE(RALPH L. FURLO III)	22-03071	Back ZB Insite Invoices	217.50	0.00	
	Extd Total:			217.50		
	Department Total:			217.50		
T-21-00-400-000-299 INSENG INSITE ENGINEERING, LLC	1105/1107 MEMORIAL(SEAVIEW INV./FASANO)	22-03071	Back ZB Insite Invoices	192.43	0.00	
	Extd Total:			192.43		
	Department Total:			192.43		
T-21-00-408-000-299 INSENG INSITE ENGINEERING, LLC	1105 MEMORIAL PERF.GUAR.(MAINT)(SEAVIEW)	22-03071	Back ZB Insite Invoices	671.10	0.00	
	Extd Total:			671.10		
	Department Total:			671.10		
T-21-00-426-000-299 INSENG INSITE ENGINEERING, LLC	1115 3RD AVENUE(THOMAS RUDDY)	22-03071	Back ZB Insite Invoices	944.77	0.00	
	Extd Total:			944.77		
	Department Total:			944.77		
T-21-00-530-000-299 HILLW005 HILL WALLACK LLP	302 ATKINS AVE(INTERFAITH NEIGHBORS,INC)	22-03198	Invoice 657245 Interfaith	582.70	0.00	
	Extd Total:			582.70		
	Department Total:			582.70		
T-21-00-535-000-299 INSENG INSITE ENGINEERING, LLC	704 4TH AVE(INSF.FEE)(13 GRAND POINT WY)	22-03071	Back ZB Insite Invoices	1,273.13	0.00	
	Extd Total:			1,273.13		
	Department Total:			1,273.13		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,984.63		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			8,984.63		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-850 MARFAL MARAZITI FALCON, LLP	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)	22-03127	#52003: BLK 4105(SOMERSET)	11,115.00	0.00	
	Extd Total:			11,115.00		
	Department Total:			11,115.00		
	CAFR Total:			11,115.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			11,115.00		
	Year Total:			20,608.03		
Total Charged Lines:	356	Total List Amount:	541,011.18	Total Void Amount:	0.00	

Attachment: Bill List 11-22-22 (2022-462 : Payment of Bills)

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	1-01	60.50	0.00	0.00	60.50
CURRENT	2-01	478,563.91	0.00	0.00	478,563.91
BEACH	2-05	434.53	0.00	0.00	434.53
TRANSPORTATION UTILITY: BUDGET:	2-06	20,582.26	0.00	0.00	20,582.26
SEWER UTILITY: BUDGET:	2-07	20,650.58	0.00	0.00	20,650.58
Year Total:		520,231.28	0.00	0.00	520,231.28
GRANT FUND BUDGET:	G-02	111.37	0.00	0.00	111.37
ANIMAL CONTROL FUND BUDGET:	T-12	8.40	0.00	0.00	8.40
TRUST OTHER	T-20	500.00	0.00	0.00	500.00
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	8,984.63	0.00	0.00	8,984.63
CITY OF ASBURY PARK REDEVELOPMENT ESC T-48		11,115.00	0.00	0.00	11,115.00
Year Total:		20,608.03	0.00	0.00	20,608.03
Total of All Funds:		541,011.18	0.00	0.00	541,011.18

November 22, 2022 Council Meeting

Balance Brought Forward from Total List Amount	\$	541,011.18
Jack Serpico (22-02877)	\$	1,800.00
Jack Serpico (22-02844 & 22-02938)	\$	2,850.00

Total:	\$	<u>545,661.18</u>
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Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 22, 2022
RESOLUTION SUMMARY

2022-463

Resolution authorizing the purchase of various parts and materials needed to repair the Elgin Street Sweeper at the Department of Public Works from W.E Timmerman Company, Inc. in the amount of \$8,832.14.



RESOLUTION NO. 2022-463

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

RESOLUTION AUTHORIZING THE PURCHASE OF PARTS & MATERIALS NEEDED FOR REPAIRS TO THE ELGIN STREET SWEEPER

WHEREAS, the City has a need to purchase various parts and materials needed to repair the Elgin Street Sweeper at the Department of Public Workers; and

WHEREAS, the City has obtained a quote from W.E. Timmerman Company, Inc. totaling \$8,832.14 from the Educational Services Commission of New Jersey (ESCNJ) Co-Op, Class 4 - 8 Trucks Bid Contract #20/21-55 in which the City is a member of; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract of the purchase to the vendor listed above in an amount of \$8,832.14; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 2-01-26-290-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of various parts and materials needed to repair the Elgin Street Sweeper in the amount of \$8,832.14 and a copy of this Resolution shall be provided to the City Manager, CFO, Director of Capital Projects & Facilities and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-463 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

Quote

W. E. TIMMERMAN CO., INC
3554 ROUTE 22 WEST
PO BOX 71
WHITEHOUSE NJ 08888
Ph: (908) 534-4126
Fx: (908) 534-2320



Order Number: 0191199
Order Date: 11/3/2022

ESCNJ
Customer Number: ASBURY

Sold To:
ASBURY PARK CITY
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

Ship To:
ASBURY PARK CITY
1 MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

Confirm To:
JOE (732) 810-2087 - mechanic@cityofasburypark.com

NP41345

Customer P.O.	Ship VIA	F.O.B.	Terms NET 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
ESCNJ State approved Co-op #65MCESCCPS Bid # Class 4-8 Trucks Bid #ESCNJ 20/21-55						
ESCNJ PARTS 2% DISCOUNT						
1015801	EACH	1.00	0.00	0.00	60.07	58.87
BELT SPLICE HOWRE KIT			Whse: 000			
1022881	EACH	1.00	0.00	0.00	15.71	15.40
DRIVE CHAIN			Whse: 000			
1074755	EACH	1.00	0.00	0.00	4,310.44	4,224.23
WLDT-CONV STRUCTURE			Whse: 000			
MUST ORDER						
1082048	EACH	1.00	0.00	0.00	537.09	526.35
WLDT-LWR ROLL DFLCTR			Whse: 000			
1082386	EACH	1.00	0.00	0.00	2,147.69	2,104.64
BELT-CHEVRON 157.0"			Whse: 000			
1085649	EACH	2.00	0.00	0.00	16.08	31.52
BAFFLE-CONVEYOR DIRT			Whse: 000			
1085651	EACH	2.00	0.00	0.00	101.28	198.47
CLAMP - CONV BAFFLE			Whse: 000			
MUST ORDER						
1089472	EACH	1.00	0.00	0.00	32.43	31.78
CURTAIN-LWR ROLLER			Whse: 000			
1089473	EACH	1.00	0.00	0.00	40.68	39.87
PL-CLAMPING STRIP			Whse: 000			
5002916	EACH	8.00	0.00	0.00	0.63	4.94
3/8 NC X 1 3/4 HH CS HT			Whse: 000			
5003432	EACH	7.00	0.00	0.00	1.14	7.82
BOLT-CRG.375-16X1.25			Whse: 000			
5005088	EACH	7.00	0.00	0.00	0.33	2.26
.375-16UNC ESN			Whse: 000			

Continued

Attachment: W.E. TIMMERMAN - ELGIN SWEEPER QUOTE (2022-463 : Authorizing the Purchase of Parts & Materials Needed for Repairs to the

Quote

W. E. TIMMERMAN CO., INC
 3554 ROUTE 22 WEST
 PO BOX 71
 WHITEHOUSE NJ 08888
 Ph: (908) 534-4126
 Fx: (908) 534-2320



Order Number: 0191199
 Order Date: 11/3/2022

Customer Number: ASBURY
 ESCNJ

Sold To:
 ASBURY PARK CITY
 1 MUNICIPAL PLAZA
 ASBURY PARK, NJ 07712

Ship To:
 ASBURY PARK CITY
 1 MUNICIPAL PLAZA
 ASBURY PARK, NJ 07712

Confirm To:
 JOE (732) 810-2067 - mechanic@cityofasburypark.com

NP41345

Customer P.O.	Ship VIA	F.O.B.	Terms			
			NET 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
5005182	EACH	14.00	0.00	0.00	0.24	3.29
.250/M6 PLNWSHR-A/W			Whse: 000			
5005184	EACH	7.00	0.00	0.00	0.34	2.33
.375/M10 PLNWSHR-A/W			Whse: 000			
7970163	EACH	1.00	0.00	0.00	82.01	80.37
CONV SPROKET & CHAIN KIT			Whse: 000			

Net Order: 7,332.14
 Less Discount: 0.00
 Freight: 1,500.00
 Sales Tax: 0.00
 Order Total: 8,832.14

Attachment: W.E. TIMMERMAN - ELGIN SWEEPER QUOTE (2022-463 : Authorizing the Purchase of Parts & Materials Needed for Repairs to the

CITY OF ASBURY PARK
Department of Public Works
PURCHASE REQUEST

DATE: 11-9-22

DESCRIPTION of Purchase:

Parts for Elgin Sweeper

REASON for Purchase

AMOUNT: \$, 832.14

VENDOR'S NAME AND ADDRESS: W. E. Timmerman

REMARKS: ELGIN CO-OP

REQUESTED BY: _____

DPW DIRECTOR'S APPROVAL: _____

Attachment: W.E. TIMMERMAN - ELGIN SWEEPER QUOTE (2022-463 : Authorizing the Purchase of Parts & Materials Needed for Repairs to the



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 22, 2022
RESOLUTION SUMMARY

2022-464

Resolution awarding a contract to Lucas Brothers in the amount of \$3,821,821.00 for Memorial Drive Improvements.



RESOLUTION NO. 2022-464

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

RESOLUTION AWARDING A CONTRACT FOR IMPROVEMENTS TO MEMORIAL DRIVE

WHEREAS, on November 2, 2022, the City of Asbury Park (the “City”) received four (4) sealed bids for the project named “Memorial Drive Improvements”; and

WHEREAS, Lucas Brothers Inc. of Morganville, NJ is the lowest responsible and responsive bidder; and

WHEREAS, Lucas Brothers Inc. has been recommended to be awarded the bid in a letter dated November 8, 2022 written by the City Engineer which is attached; and

WHEREAS, Lucas Brothers Inc. is recommended the contract in the amount of \$3,821,821.00; and

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

WHEREAS, the City’s Chief Financial Officer has certified that sufficient funds have been allocated and are currently available in account C-09-17-906-000-902 and C-09-17-906-000-903; and

WHEREAS, the City Attorney has confirmed that the low bidder’s bid documents are in satisfactory legal form; and

WHEREAS, the Mayor and/or City Manager are hereby authorized to execute, and the City Clerk to attest, a contract with the lowest responsive bidder for the completion of this project in accordance with the bid documents, so long as the contract is in a form that is deemed satisfactory to the City Attorney.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Asbury Park, Monmouth County, New Jersey, does hereby award the Memorial Drive Improvements bid

to Lucas Brothers Inc. of Morganville, NJ in the amount of \$3,821,821.00 for work related to the Memorial Drive Project.

NOW, THEREFORE BE IT FURTHER RESOLVED, that a copy of this Resolution be provided to the CFO, Director of Purchasing, Director of Capital Projects & Public Facilities, City Engineer and City Manager.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-464 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

BID PACKET**FOR:****Memorial Drive Improvements**

City of Asbury Park,
Monmouth County,
New Jersey

BY:

Lucas Bros. Inc.

(Bidder Name)

80 Asbury Road

Morgantown NJ 07751

(Bidder Address)

732-536-6663

(Bidder Phone Number)

732-536-5831

(Bidder Alternative Phone Number)

732-536-5831

(Bidder Fax Number)

22-2261741

(Bidder Federal I.D. # or S.S. #)

daniel@lucasbros.com

(Bidder Email Address)

Chris Lucas

(Name of Bidder's Authorized Representative)

TO:**City of Asbury Park**

Asbury Park Municipal Complex
One Municipal Plaza
Asbury Park, NJ 07712

BID SUBMISSION CHECKLIST

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

Memorial Drive Improvements City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

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

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

BID PROPOSAL

Memorial Drive Improvements – City of Asbury Park

Lucas Brothers Inc.
(Bidder Name)

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
1.	CLEARING SITE	1	LS	\$45,000	\$45,000
2.	SILT FENCE (IF AND WHERE DIRECTED)	2,910	LF	\$ 0.01	\$ 29.10
3.	INLET FILTER, TYPE 1	10	UNIT	\$ 0.01	\$ 0.10
4.	BREAKAWAY BARRICADE	10	UNIT	\$ 0.01	\$ 0.10
5.	DRUM	25	UNIT	\$ 0.01	\$ 0.25
6.	TRAFFIC CONE	50	UNIT	\$ 0.01	\$ 0.50
7.	CONSTRUCTION SIGNS	500	SF	\$ 15.00	\$ 7,500.00
8.	POLICE TRAFFIC DIRECTORS (IF & WHERE DIRECTED)	3,840	HOUR	\$75.00	\$288,000.00
9.	SEWER LATERAL TRACING (ALLOWANCE)	1	UNIT	\$15,000.00	\$15,000.00
10.	FUEL PRICE ADJUSTMENT	1	DOLLAR	\$1,306.00	\$1,306.00
11.	ASPHALT PRICE ADJUSTMENT	1	DOLLAR	\$7,035.00	\$7,035.00
12.	EXCAVATION, TEST PIT (IF AND WHERE DIRECTED)	33	UNIT	\$ 650.00	\$ 21,450.00
13.	HMA MILLING, 3" OR LESS (IF & WHERE DIRECTED)	17,600	SY	\$ 4.30	\$ 75,680.00
14.	DENSE GRADED AGGREGATE BASE COURSE, 4" THICK (IF & WHERE DIRECTED)	17,600	SY	\$ 1.95	\$ 34,320.00
15.	POLYMERIZED JOINT ADHESIVE	5,700	LF	\$ 0.01	\$ 57.00
16.	TACK COAT	1,759	GAL	\$ 0.01	\$ 17.59
17.	HOT MIX ASPHALT 9.5M64 SURFACE COURSE, 2" THICK	2,150	TON	\$ 205.00	\$ 440,750.00
18.	HOT MIX ASPHALT 19M64 BASE COURSE, 4" THICK	4,300	TON	\$ 80.00	\$ 344,000.00
19.	15" DIP, CL52	328	LF	\$ 650.00	\$ 213,200.00
20.	18" REINFORCED CONCRETE PIPE, CLASS V W/ O-RING GASKETS	211	LF	\$ 140.00	\$ 29,540.00
21.	24" REINFORCED CONCRETE PIPE, CLASS V W/ O-RING GASKETS	110	LF	\$ 155.00	\$ 17,050.00
22.	INLET, TYPE B	12	UNIT	\$ 4,400.00	\$ 52,800.00

ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE BID	BID AMOUNT
23.	CURB PIECE, TYPE 'N-ECO'	12	UNIT	\$ 750. ⁰⁰	\$ 9,000. ⁰⁰
24.	BICYCLE SAFE GRATE	12	UNIT	\$ 750. ⁰⁰	\$ 9,000. ⁰⁰
25.	MANHOLE, 6' DIAMETER	10	UNIT	\$ 5,800. ⁰⁰	\$ 58,000. ⁰⁰
26.	DOGHOUSE MANHOLE, 6' DIAMETER	8	UNIT	\$ 14,000. ⁰⁰	\$ 112,000. ⁰⁰
27.	FLOWABLE FILL, CLAY PIPE ABANDONMENT	21	CY	\$ 1. ⁰⁰	\$ 21. ⁰⁰
28.	6"X18" CONCRETE VERTICAL CURB	2,510	LF	\$ 32. ⁰⁰	\$ 80,320. ⁰⁰
29.	COMBINATION CONCRETE CURB AND GUTTER	55	LF	\$ 45. ⁰⁰	\$ 2,475. ⁰⁰
30.	CONCRETE SIDEWALK, 4" THICK	835	SY	\$ 85. ⁰⁰	\$ 70,975. ⁰⁰
31.	CONCRETE DRIVEWAY, REINFORCED, 6" THICK	209	SY	\$ 90. ⁰⁰	\$ 18,810. ⁰⁰
32.	DETECTABLE WARNING SURFACE	29	SY	\$ 400. ⁰⁰	\$ 11,600. ⁰⁰
33.	RESET VALVE BOX (AS DIRECTED)	29	UNIT	\$ 200. ⁰⁰	\$ 5,800. ⁰⁰
34.	6" BOLLARD	6	UNIT	\$ 850. ⁰⁰	\$ 5,100. ⁰⁰
35.	4" POLYVINYL CHLORIDE SEWER PIPE LATERAL (REPLACEMENT)	1,120	LF	\$ 85. ⁰⁰	\$ 95,200. ⁰⁰
36.	12" POLYVINYL CHLORIDE SEWER PIPE	3,942	LF	\$ 175. ⁰⁰	\$ 689,850. ⁰⁰
37.	SANITARY SEWER SERVICE CONNECTION (REPLACEMENT)	32	UNIT	\$ 1,000. ⁰⁰	\$ 32,000. ⁰⁰
38.	CLEANOUT	32	UNIT	\$ 900. ⁰⁰	\$ 28,800. ⁰⁰
39.	MANHOLE, SANITARY SEWER	15	UNIT	\$ 17,000. ⁰⁰	\$ 255,000. ⁰⁰
40.	REFLECTORIZED MASTARM STREET NAME SIGNS	36	SF	\$ 45. ⁰⁰	\$ 1,620. ⁰⁰
41.	2" RIDGID METALLIC CONDUIT	84	LF	\$ 58. ⁰⁰	\$ 4,872. ⁰⁰
42.	3" RIGID METALLIC CONDUIT	1,088	LF	\$ 100. ⁰⁰	\$ 108,800. ⁰⁰
43.	18"X36" JUNCTION BOX	14	UNIT	\$ 2,900. ⁰⁰	\$ 40,600. ⁰⁰
44.	FOUNDATION, TYPE P-MC	2	UNIT	\$ 4,297.23	\$ 8,594.46
45.	FOUNDATION, TYPE SPF	2	UNIT	\$ 2,300. ⁰⁰	\$ 4,600. ⁰⁰
46.	FOUNDATION, TYPE SKF	12	UNIT	\$ 3,400. ⁰⁰	\$ 40,800. ⁰⁰
47.	METER CABINET, TYPE T	2	UNIT	\$ 3,790. ⁰⁰	\$ 7,580. ⁰⁰
48.	GROUND WIRE, NO. 8 AWG	1,025	LF	\$ 2.80	\$ 2,870. ⁰⁰
49.	SERVICE WIRE, NO. 6 AWG	198	LF	\$ 3. ⁰⁰	\$ 594. ⁰⁰
50.	CONTROLLER, 8 PHASE W/ BATTERY BACKUP	2	UNIT	\$ 26,000. ⁰⁰	\$ 52,000. ⁰⁰

51.	TRAFFIC SIGNAL STANDARD, ALUMINUM	12	UNIT	\$ 4,500. ⁰⁰	\$ 54,000. ⁰⁰
52.	PEDESTRIAN SIGNAL STANDARD	2	UNIT	\$ 1,000. ⁰⁰	\$ 2,000. ⁰⁰
53.	TRAFFIC SIGNAL MAST ARM, ALUMINUM	12	UNIT	\$ 3,900. ⁰⁰	\$ 46,800. ⁰⁰
54.	TRAFFIC SIGNAL CABLE, 2 CONDUCTOR	1,081	LF	\$ 2.50	\$ 2,702.50
55.	TRAFFIC SIGNAL CABLE 3, CONDUCTOR	2,799	LF	\$ 3. ²²	\$ 8,397. ⁰⁰
56.	TRAFFIC SIGNAL CABLE, 10 CONDUCTOR	3,257	LF	\$ 4. ⁰⁰	\$ 13,028. ⁰⁰
57.	TRAFFIC SIGNAL HEAD	26	UNIT	\$ 2,350.60	\$ 61,115.60
58.	PEDESTRIAN SIGNAL HEAD	12	UNIT	\$ 1,200. ⁰⁰	\$ 14,400. ⁰⁰
59.	PUSH BUTTON	8	UNIT	\$ 2,000. ⁰⁰	\$ 16,000. ⁰⁰
60.	IMAGE DETECTOR	4	UNIT	\$ 7,000. ⁰⁰	\$ 28,000. ⁰⁰
61.	BLANK-OUT SIGN	9	UNIT	\$ 6,500. ⁰⁰	\$ 58,500. ⁰⁰
62.	CONTROLLER TURN-ON	2	UNIT	\$ 4,300. ⁰⁰	\$ 8,600. ⁰⁰
63.	GPS PREEMPTION SYSTEM	2	UNIT	\$ 18,000. ⁰⁰	\$ 36,000. ⁰⁰
64.	TRAFFIC STRIPES, LONG LIFE EPOXY RESIN, 4" WIDE	21,292	LF	\$ 0.75	\$ 15,969. ⁰⁰
65.	TRAFFIC STRIPES, THERMOPLASTIC, 24" WIDE	1,798	LF	\$ 4.50	\$ 8,091. ⁰⁰
66.	TRAFFIC MARKINGS, LONG-LIFE, THERMOPLASTIC	493	SF	\$ 40. ⁰⁰	\$ 19,720. ⁰⁰
67.	ENDURABLEND POLYMER CEMENT SURFACE, GREEN	2,880	SF	\$ 17. ⁰⁰	\$ 48,960. ⁰⁰
68.	REGULATORY AND WARNING SIGN	214	SF	\$ 45. ⁰⁰	\$ 9,630. ⁰⁰
69.	BORROW TOPSOILING, 4" THICK	882	SY	\$ 7. ⁰⁰	\$ 6,174. ⁰⁰
70.	SEEDING AND FERTILIZING, TYPE G	882	SY	\$ 1.20	\$ 1,058.40
71.	STRAW MULCHING	882	SY	\$ 1.20	\$ 1,058.40
72.	RAILROAD PROTECTIVE LIABILITY INSURANCE	1	DOLLAR	\$12,000	\$12,000

TOTAL BID AMOUNT (Items 1 through 72): \$ 3,821,821.⁰⁰

WRITE TOTAL BID AMOUNT (Items 1 through 72): three million eight hundred twenty one thousand eight hundred twenty one dollars & zero cents

NOTE: This is a unit price bid. The unit price provided for each item is representative of the Bidder's intent. The total bid amount is the correct sum of the unit price bid multiplied by the bid quantity. Errors by the Bidder in determining the bid amount for an item or the correct total bid amount or in expressing the correct total bid amount in words will be corrected by the Engineer or the Owner.

By initialing here, the Bidder hereby represents and warrants that the above **BID PROPOSAL** is complete and accurate: u

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

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

**Memorial Drive Improvements
City of Asbury Park**Lucas Brothers, Inc.
(Bidder Name)

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

<u>ADDENDA NUMBER</u>	<u>DATED</u>	<u>TITLE OR DESCRIPTION</u>	<u>BIDDER'S INITIALS</u>
<u>1</u>	<u>10/27/22</u>	<u>Clarification No. 1</u>	<u>LL</u>
<u> </u>	<u> / / </u>	<u> </u>	<u> </u>
<u> </u>	<u> / / </u>	<u> </u>	<u> </u>
<u> </u>	<u> / / </u>	<u> </u>	<u> </u>
<u> </u>	<u> / / </u>	<u> </u>	<u> </u>

☐ No Addendum received:

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

LL

BUSINESS REGISTRATION CERTIFICATE

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

**Memorial Drive Improvements
City of Asbury Park**Lucas Brothers, Inc.
(Bidder Name)

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

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

For the term of the Contract, the Contractor or the Contractor with a Subcontractor(s) that has entered into this Contract with the Owner, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," N.J.S.A.54:32B-1 et seq. on all their taxable sales of tangible personal property delivered into this State.

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

u

PUBLIC WORKS CONTRACTOR CERTIFICATE

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

Memorial Drive Improvements City of Asbury Park

Lucas Brooks, Jr.

(Bidder Name)

Pursuant to New Jersey Public Works Contractor Registration Act (PWCRA), all Bidders and Subcontractors must be registered with the Department of Labor at the time the Bid Packets are received. Each Bidder shall, along with its Bid Packet, submit to the Owner the **PUBLIC WORKS CONTRACTOR CERTIFICATES** of registration for all Subcontractors identified in the Bid Packet. Applications for registration shall not be accepted as substitutes for a certificate of registration for the purposes of this section. Any non-listed Subcontractor must provide certificates of registration from the Department of Labor prior to physically starting the work on the Project. Failure to register accordingly and submit copies of the **PUBLIC WORKS CONTRACTOR CERTIFICATE** shall render the Bid Packet to be non-responsive.

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

h

OWNERSHIP DISCLOSURE(Pursuant to N.J.S.A. 52:25-24.2)**Memorial Drive Improvements
City of Asbury Park**Lucas Brothers, Inc.
(Bidder Name)**PART I - Check the box that represents the type of business organization:**

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

PART II - Please check the appropriate box below:

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

- OR -

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

	<u>FULL NAME OF INDIVIDUAL OR BUSINESS ENTITY</u>	<u>ADDRESS OF INDIVIDUAL OR BUSINESS ENTITY</u>	<u>SHARE OWNED</u>
1.	<u>Lucas Lucas</u>	<u>80 Amboy Road</u> <u>Morganville, NJ 07751</u>	<u>50</u> %
2.	<u>John Lucas</u>	<u>80 Amboy Road</u> <u>Morganville, NJ 07751</u>	<u>50</u> %
3.	_____	_____	_____ %

NOTES:

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

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

W

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

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

Memorial Drive Improvements

City of Asbury Park

(Bidder Name)

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

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

Pursuant to *Public Law 2012, c.25*, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that NEITHER the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at: <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. Failure to complete the certification will render a Bidder's Bid Packet non-responsive. If the New Jersey Director of the Division of Purchase and Property finds a person or entity to be in violation of law, he or she shall take action as may be appropriate and provided by law, rule or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX BELOW:



I certify, pursuant to *Public Law 2012, c.25*, that neither the Bidder listed above nor any of the Bidder's parents, subsidiaries, or affiliates listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to *P.L. 2012, c.25 ("Chapter 25 List")*. I further certify that I am the Bidder's Authorized Representative and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below:

- OR -



I am unable to certify as above because the BIDDER and/or one of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the Bid Packet being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART II - Bidders must provide a detailed, accurate and precise description of the activities of the bidding person and/or entity, or one of its parents, subsidiaries, or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below:

Entry #1 (If necessary, attach additional sheets in the format below.)

Name: _____ Relationship to Bidder: _____

Description of Activities: _____

Duration of Engagement: _____ Anticipated Cessation Date: _____

Bidder Contact Name: _____ Contact Phone Number: _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

(CONTINUED)

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

Memorial Drive Improvements

City of Asbury Park

(Bidder Name)

PART III - Certification:

I, being duly sworn upon my oath, hereby represent and state the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey and the Owner of the Project are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State of New Jersey and the Owner to notify the State of New Jersey and the Owner in writing of any changes to the answers of information contained herein. I acknowledge that I am aware of that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and/or the Owner and that the State and / or Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.

BY:



(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Chris Lucas

(Print or Type)

TITLE:

President

DISCLOSURE OF ELECTION CONTRIBUTIONS(Pursuant to N.J.S.A. 19:44A-20.27)**Memorial Drive Improvements
City of Asbury Park**
(Bidder Name)

Starting in January 2007, all business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) when they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary.

1. Please check the appropriate box below:

- ☐ Bidder has attached a true copy of its annual report of election contributions pursuant to N.J.S.A. 19:44A-20.27;

- OR -

- ☒ Bidder has not made any election contributions during the past twelve (12) months that require reporting under N.J.S.A. 19:44A-20.27.

NOTE: Additional information on this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.

By initialing here, the Bidder hereby certifies that the information submitted by Bidder in regards to this **DISCLOSURE OF ELECTION CONTRIBUTIONS** is complete and accurate:



BID BOND(Pursuant to N.J.S.A. 40A:11-2.1)*See attached @***Bidders are required to submit, along with Bid Packets, a BID BOND in substantially the following form.****KNOW ALL MEN BY THESE PRESENTS**, that the Bidder,

(Bidder Name)

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

(Surety Name)

, located at

(Surety Address)

, (hereinafter called the "Surety"), are hereby and firmly bound

onto

City of Asbury Park

, as Owner, in the penal sum of

(\$

(10% of Bid Amount or \$20,000 [in words])

(10% of Bid Amount or \$20,000 [in numbers])

)

for the payment of which, well and truly to be made, the said Principal and the said Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid Packet, attached hereto, and hereby made a part hereof, to enter into an Agreement in writing for the following Project:

Memorial Drive Improvements

NOW, THEREFORE, If said Bid Packet shall be (i) rejected; OR (ii) accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid Packet) and shall furnish a Performance and Payment Bonds for its faithful performance of said Agreement, and shall in all other respects perform the Contract created by the acceptance of the said Bid Packet; Then this obligation shall be void, otherwise the same shall remain in force, and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Principal may accept such Bid Packet; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, said Surety has caused this Bid Bond to be signed and attested by a duly authorized representative and its corporate seal to be hereto affixed on this day of _____ of the month of

(Date)

_____ in the year of 20 _____
(Month)

(Year)

BY:

(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME:

(Print or Type)

TITLE:

CONSENT OF SURETY

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

See attached (w)

Bidders are required to submit, along with Bid Packages, a **CONSENT OF SURETY** in substantially the following form.

The _____ located at
(Surety Name)

_____, a corporation organized under the laws of the State of
(Surety Address)

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

Memorial Drive Improvements

, located in the

City of Asbury Park,
Monmouth County,
New Jersey

, is awarded to

, the

(Bidder Name)

undersigned Corporation shall execute the Performance and Payment Bonds as required by the Contract Documents and will become Surety in the full amounts set forth in the Contract Documents for the faithful performance of all obligations of the Bidder. The total of the Performance and Payment Bonds shall be:

\$ _____ . The said Surety hereby stipulates and agrees that no modifications,
(Bidder's Total Bid Amount)

omissions or additions in or to the terms of the said Contract or in or to the Plans or Specifications therefore shall in anywise affect the obligation of said Surety on its Bond.

IN WITNESS WHEREOF, said Surety has caused this Consent to be signed and attested by a duly authorized representative and its corporate seal to be affixed hereto this

_____ of _____, 20____,
(Date) (Month) (Year)

BY:

(Surety Authorized Representative Signature)

CORPORATE SEAL:

NAME:

(Print or Type)

TITLE:

NON-COLLUSION AFFIDAVIT

(Pursuant to N.J.S.A. 52:34-15)

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

I, Lucy Lucas, residing in Morganville
(Bidder's Authorized Representative Name) (Municipality Name)

In the County of Monmouth and the State of New Jersey, of full age, being duly sworn
(County Name)

according to law on my oath depose and say that:

I am President of the firm of Lucas Brothers, Inc.
(Bidder's Authorized Representative Title) (Bidder's Name)

_____, the Bidder making this Bid Proposal for the Bid Packet entitled,
Memorial Drive Improvements

and that I executed all Bid Packet forms with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid Packet and in this Affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Bid Packet and in the statements contained in this Affidavit in awarding the Contract for said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintain by

Lucas Brothers, Inc.
(Bidder's Name)

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

CORPORATE SEAL:

NAME: Lucy Lucas
(Print or Type)

TITLE: President

EQUIPMENT CERTIFICATION

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

Memorial Drive Improvements City of Asbury Park

Lucas Brooks, Jr.

(Bidder Name)

PART I - Please check the appropriate box below:

- ☒ A.) The Bidder, signing and submitting this Bid Packet, **OWNS, LEASES, OR CONTROLS** all of the necessary equipment required to complete the work shown and described in the Contract Documents, Plans and Specifications.

- OR -

- ☐ B.) The Bidder, signing and submitting the attached Bid Packet, **DOES NOT OWN OR LEASE** the equipment necessary to perform the work shown and described in the Contract Documents, Plans and Specifications.

PART II - ONLY IF BIDDER SELECTED OPTION B IN PART I ABOVE, the sources from which the equipment will be obtained are as follows*:

NAME OF EQUIPMENT OWNER	ADDRESS	TELEPHONE NUMBER & EMAIL ADDRESS
a. _____	_____	_____
_____	_____	_____
b. _____	_____	_____
_____	_____	_____
c. _____	_____	_____
_____	_____	_____

Before the award of the Contract, certificates from the owner or person in control of the equipment clearly granting the Bidder the control of the equipment requested by the Owner to verify the Bidder's capability to perform the Work of this Project.

NOTE: Attach additional sheets in the appropriate format, if necessary.

By initialing here, the Bidder hereby represents and warrants that the information provided in this **EQUIPMENT CERTIFICATION** is complete and accurate:

u

SUBCONTRACTOR IDENTIFICATION(Pursuant to N.J.S.A. 40A:11-16)**Memorial Drive Improvements
City of Asbury Park**Lucas Brothers Inc.
(Bidder Name)**PART I** – Pursuant to N.J.S.A. 40A:11-16, all Bidders are required to identify the primary Subcontractors to be used for each of the categories of work below.**WORK****SUBCONTRACTOR**

1. Plumbing and gas fitting
-
- and all kindred work

Name: None

Address: _____

License No.: _____ Expiration: _____

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

Name: None

Address: _____

License No.: _____ Expiration: _____

3. Electrical work

4/2/22Name: Tiffany ElectricAddress: 5 Eastman Road Passaic, NJ1/1/22License No.: 34EFO149500 Expiration: 3/31/27

4. Structural steel and
-
- ornamental iron work

Name: None

Address: _____

License No.: _____ Expiration: _____

5. Other

Name: None

Address: _____

License No.: _____ Expiration: _____

NOTE: Attach additional sheets in the appropriate format, if necessary.

SUBCONTRACTOR IDENTIFICATION

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

Memorial Drive Improvements City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

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

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

- AND -

- b.) Evidence of Consent of Surety for the full value of Bidder's total bid amount including the value of all work performed by Subcontracts may be supplied by the Bidder on behalf of the Bidder and any or all Subcontractors, or by any combination thereof which results in the Consent of Surety equaling the total bid amount. If separate Consent of Surety will be submitted by any Subcontractor, the Bid shall be accompanied by a separate Consent of Surety in accordance with N.J.S.A. 40A:11-22.

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

By initialing here, the Bidder hereby represents and warrants that the information provided in PART I and PART II are complete and accurate. Bidder also accepts and agrees to the terms and conditions of PART III of this **SUBCONTRACTOR IDENTIFICATION**:

4

PREVAILING WAGE COMPLIANCE DECLARATION

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

Memorial Drive Improvements City of Asbury Park

Lucas Brothers, Inc.

(Bidder Name)

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

The above-named Bidder, located at

80 Amboy Road, Morristown, NJ 07951

(Bidder Address)

hereby certifies that any and all laborers employed by the Bidder and all its Subcontractors engaged in the work on the Project under this Bid Packet will be paid in full and prevailing wages for their respective crafts or trades as determined and computed by the New Jersey Commissioner of Labor and Industry under N.J.S.A. 34:11-56.25 regulation pertaining to prevailing wage rates.

Bidder is required to keep current records and retain all records for the Project for a period of five (5) years after the Project is complete.

The Owner of the Project will not consider any claims for additional compensation made by the Bidder because of payment by the Bidder of any wage rate in excess of the applicable rate contained in the Contract. All disputes in regard to payment of wages in excess of minimum wages shall be adjusted by the Bidder.

The New Jersey Prevailing Wage Act, as per N.J.A.C. 12:60-1.4, will not be applicable to this Project if the Contract amount is below \$15,444.

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

lu

BIDDER'S ACKNOWLEDGEMENT

Memorial Drive Improvements City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

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

I. SITE VISITATION.

All Bidders shall visit the Site of Work and examine the means of access to the Site in order to become familiar with local conditions that may in any manner affect the cost, progress or performance of the Work. Bidders shall make all investigations to become thoroughly informed as to the character and magnitude of all work involved in the complete execution of the Contract, including facilities for delivery and handling of material, obstructions, if any, and difficulties that may be encountered in the performance of the Work. All such examinations and investigations must be made prior to the submission of Bid Packets.

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

II. WORK CONDITIONS.

All Bidders must fully inform themselves as to the conditions under which the Work is to be performed. Failure to do so will not relieve the successful Bidder of its obligation to furnish all materials, labor, and equipment necessary to complete the Work as specified for the consideration set forth in the Bid Packet. These conditions shall include problems of construction, availability of labor and equipment, transportation and all else necessary to perform and complete the Project as specified herein.

Failure on the part of the Bidders to thoroughly acquaint themselves with all details of all Work to be performed under the Contract and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the Contract.

III. COMPLIANCE & SAFETY.

All Bidders must become familiar with all Federal, State and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the Work. The successful Bidder shall be required to comply with the requirements of Federal, State and local laws governing the employment of labor, including, but not limited to those listed in **SECTION 3.5: STATUTORY AND OTHER REQUIREMENTS OF THE BID PACKET PROCEDURES**, laws pertaining to work hours and minimum wages as well as those regarding safety. The successful Bidder must be fully aware that all safety regulations of the Occupational Safety and Health Administration (OSHA) and the requirements of the State of New Jersey Department of Labor and Industry shall be adhered to on this Project and that the Bidder shall instruct his or her personnel to follow these regulations which include, but are not limited to, those concerning Trench Excavation, Competent Persons and Confined Space Regulations.

The Engineer shall not at any time supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with laws and

regulations applicable to Contractor's furnishing and performing the Work in accordance with the Contract Documents.

BIDDER'S ACKNOWLEDGEMENT (CONTINUED)

Memorial Drive Improvements City of Asbury Park

Lucas Brothers, Inc
(Bidder Name)

IV. PROJECT RESPONSIBILITIES.

All Bidders acknowledge that the Engineer will be responsible only for its activity and that of its employees and subconsultants on the Site of Work. Neither the professional activities of the Engineer nor the presence of the Engineer or its employees or subconsultants at a work site, shall relieve the successful Bidder (*hereinafter referred to as "Contractor"*) of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence techniques or procedures necessary for performing, superintending and coordinating the Contractor's Work in accordance with its applicable Contract Documents and any health and safety requirements of the Owner and regulatory agencies.

V. BID BOND FORFEIT.

Accompanying this Bid Packet is a Consent of Surety and a certified check, cashier's check or Bid Bond for a minimum of ten percent (10%) of the total bid amount but not greater than \$20,000.00 payable to the Owner which is agreed by the Bidder to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the Bidder, and the Bidder shall fail to execute the Contract for the Work within the stipulated time. Otherwise the Bid Bond shall be returned to the Bidder as specified in the Contract Documents.

By signing here, the Bidder hereby acknowledges and accepts the terms and conditions detailed above in this BIDDER'S ACKNOWLEDGEMENT:

BY:


(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME:

Luis Lucas
(Print or Type)

TITLE:

President

AMERICAN PRODUCTS CERTIFICATION

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

Memorial Drive Improvements City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

Pursuant to N.J.S.A. 40A:11-18, the goods and products provided under this Contract shall be only manufactured goods and farm products of the United States, wherever available.

The Bidder certifies that this Bid Packet reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the proposal solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the request for Bid Packets.

The Bidder certifies that all components contained in the solicitation for Bid Packets that are American-made have been so identified, and if this Bid Packet is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.

The Bidder certifies that for any component or components that are not American-made and are so identified in this Bid Packet, the Bidder has included in or attached to this Bid Packet one or both of the following as applicable:

- a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

- OR -

- b. Verifiable documentation sufficient to the Owner or State, as required in the solicitation for Bid Packets or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the solicitation for Bid Packets, with assurance adequate for the Bidder under the applicable conditions stated in the solicitation for Bid Packets or otherwise.

The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this Bid Packet information, including, but not limited to, the verifiable documentation and a full description of the Bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver with respect to such component or components. The Bidder further agrees that, if this Bid Packet is accepted, it will assist the Owner and State in amending, supplementing, or further supporting such information as required by the Owner or State to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

By initialing here, the Bidder hereby certifies that the products included in this Project will meet the requirements of the **AMERICAN PRODUCTS CERTIFICATION**:

u

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

Memorial Drive Improvements City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

All Bidders must submit, along with Bid Packets, this Bidder's **STATEMENT OF EXPERIENCE AND QUALIFICATIONS** and all necessary attachments, in order to allow the Owner and Engineer the opportunity to evaluate Bidders.

1.) Date of Incorporation or Formation of bidding entity: 1979

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

3.) Number of years engaged in the contracting business under your present firm or trading name: 43

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

5.) Have you ever failed to complete any work awarded to your firm? If so, please explain the circumstances.

No

6.) Have you ever defaulted on a contract? If so, please explain the circumstances.

No

7.) In the past three (3) years, have there been any outstanding debts over 60 days to subcontractors or material and equipment suppliers for work in place of any of your contracts other than the maximum allowance of ten percent (10%) for retainage? If so, how much and why?

No

8.) In the past three (3) years, have there been any liens placed on any projects attributed to your contract or have there been any attempts to have any liens placed on any projects attributed to your contract? If so, please explain the circumstances.

No

9.) Have all payments associated with past labor costs been paid in full to the proper authorities as required by law or agreements? If not, please explain the circumstances.

Yes

Memorial Drive Improvements

City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

- 49

- 11.) Please provide a minimum of five (5) references and the following information for projects currently in progress or completed within the last three (3) years:

[illegible]

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

Memorial Drive Improvements

City of Asbury Park

Lucas Balthus, Inc.
(Bladder Name)

(Bladder Name)

12.) Please provide the following information about all of your projects which are currently under construction:

[illegible]

STATEMENT OF EXPERIENCE AND QUALIFICATIONS

(CONTINUED)

Memorial Drive Improvements

City of Asbury Park

Lucas Brothers, Inc.
(Bidder Name)

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

[illegible]

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

© T&M Associates 2022
Page 71 of 86

PENDING ETHICAL VIOLATIONS STATEMENT

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

see attached

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

u

BID PACKET CERTIFICATION

STATE OF NEW JERSEY

COUNTY OF Morristown

SS.

I, Chris Lucas, residing in Morganville
(Authorized Representative Name) (Municipality Name)

In the County of Morristown and the State of New Jersey, of full age, being duly sworn
(County Name)
 according to law on my oath depose and say that:

I am President of the firm of Lucas Brothers, Inc.
(Authorized Representative Title) (Bidder Name)

_____, the Bidder submitting this Bid Packet for the Project, entitled
Memorial Drive Improvements

I hereby certify that I am authorized to submit this Bid Packet on behalf of the Bidder and that the information contained in this Bid Packet is complete, true, and accurate. I further certify that the Bidder and all Subcontractors listed herein have sufficient means and experience to complete the Work in accordance with Contract Documents.

BY: [Signature]
(Bidder Authorized Representative Signature)

CORPORATE SEAL:

NAME: Chris Lucas
(Print or Type)

TITLE: President

This Bid Packet has been Sworn and Subscribed before me this

2nd Day of November, 20 22

NOTARY PUBLIC SEAL:

NOTARY
PUBLIC

[Signature]
(Notary Public Signature)

Daniel Lucas
(Print or Type Name)

My Commission Expires

DANIEL LUCAS Notary Public, State of New Jersey Comm. # 2358698 My Commission Expires 5/7/2027

BID BOND

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

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION as Surety, is

hereby held and firmly bound unto CITY OF ASBURY PARK

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

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

Signed this 2ND day of NOVEMBER, 2022.

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

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

NOW THEREFORE,

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

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

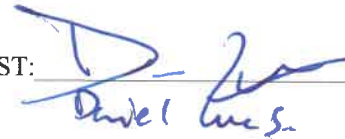
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and Surety does hereby waive notice of any such extension.

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

LUCAS BROTHERS, INC.

BY:  Principal

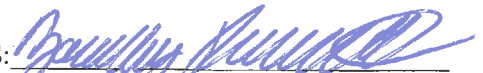
ATTEST:



SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

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

WITNESS:


ZACHARY ROSENTHAL

Attachment: Lucas Brothers_Bid Package (2022-464 : Awarding a contract for Improvements to Memorial Drive)

CONSENT OF SURETY

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

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

Incorporated, organized, and existing under the laws of the State of MISSOURI

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

for: CITY OF ASBURY PARK

is awarded to LUCAS BROTHERS, INC.

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

BID DATE: NOVEMBER 2, 2022

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

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

WITNESS: 
ZACHARY ROSENTHAL, As to Surety

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

Attachment: Lucas Brothers_Bid Package (2022-464 : Awarding a contract for Improvements to Memorial Drive)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

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

AND ZACHARY J. ROSENTHAL

JOINTLY or SEVERALLY

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

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

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

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

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



By Erik Janssens
 Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
 Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
 County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
 Swiss Re Corporate Solutions Premier Insurance Corporation
 Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel
 Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of November, 2022.

Jeffrey Goldberg
 Jeffrey Goldberg, Senior Vice President &
 Assistant Secretary of SRCSAIC and
 SRCSPIC and WIC

Attachment: Lucas Brothers_Bid Package (2022-464 : Awarding a contract for Improvements to Memorial Drive)



SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

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

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
A Missouri Corporation

BALANCE SHEET AS OF DECEMBER 31, 2021
(Statutory Basis)

Valuation of securities on National Association of Insurance Commissioner Basis

ASSETS

Cash	72,466,637
Bonds	690,900,133
Common Stock	318,679,074
Other Invested Assets	420,025
Other Admitted Assets	107,432,547
TOTAL ADMITTED ASSETS	1,189,898,416

LIABILITIES

Reserve for Unearned Premiums	31
Reserve for Losses and Loss Adjustment Expenses	16,022,390
Funds Withheld	5,678,002
Taxes and Other Liabilities	150,650,277
Surplus	1,017,549,716
TOTAL LIABILITIES & POLICYHOLDERS' SURPLUS	1,189,898,416

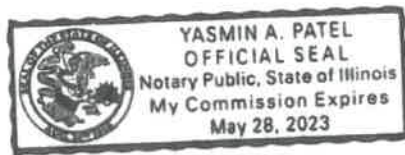
The undersigned, being duly sworn, says: That he is Vice President of SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION, Kansas City, Missouri that said company is a corporation duly organized, existing by virtue of the Laws of the State of Missouri and that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true and correct statement of the financial condition of the said Company on the 31st day of December, 2021.

Gerald Jagrowski
Gerald Jagrowski, Vice President

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

Subscribed and sworn before me,
this 26th day of April, 2022

Yasmin A. Patel
Notary Public



Attachment: Lucas Brothers_Bid Package (2022-464 : Awarding a contract for Improvements to Memorial Drive)



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

Swiss Re Corporate Solutions America Insurance Corporation, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 OR R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of Swiss Re Corporate Solutions America Insurance Corporation as determined in accordance with the applicable laws of this State, totals \$1,017,549,716 as of the calendar year ended December 31, 2021, which amount has been certified by KPMG LLP, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Swiss Re Corporate Solutions America Insurance Corporation has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on November 26, 2021 in the amount of \$96,954,751.
- 4) The amount of the bond to which this statement and certification is attached is \$ The Amount Bid.
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:
 - (a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
Swiss Reinsurance Company Ltd	1200 Main Street, Suite 800 Kansas City, MO 64105 (Administrative Address)	100%
 - (b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Erik Janssens, Senior Vice President for Swiss Re Corporate Solutions America Insurance Corporation, an insurance company domiciled in the State of Missouri, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Swiss Re Corporate Solutions America Insurance Corporation are false, this bond is VOIDABLE.

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

By: _____

Erik Janssens, Senior Vice President

Dated: November 2, 2022



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Luis Lucas, President

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

Lucas Brothers Inc.
2022


Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Attachment: Lucas Brothers_Bid Package (2022-464 : Awarding a contract for Improvements to Memorial Drive)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LUCAS BROTHERS INC.
Trade Name:
Address: 80 AMBOY ROAD
MORGANVILLE, NJ 07751
Certificate Number: 0109079
Effective Date: November 19, 2001
Date of Issuance: July 14, 2022

For Office Use Only:
20220714081626987

Attachment: Lucas Brothers_Bid Package (2022-464 : Awarding a contract for Improvements to Memorial Drive)

Certification 17835

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUL-2019** to **15-JUL-2026**

LUCAS BROTHERS, INC.
80 AMBOY ROAD
MORGANVILLE

NJ 07751



Elizabeth M. Muoio

ELIZABETH MAHER MUOIO
State Treasurer

LUCAS BROTHERS, INC.

83 AMBOY ROAD
MORGANVILLE, NJ 07751

PHONE (732) 535-6663
FAX (732) 535-5531

BANK REFERENCES:

Amboy National Bank
3590 US Highway 9
Old Bridge, NJ 08857
Contact Person: Joseph J. Mullane
(732) 591-8700

BONDING COMPANY:

True & Associates
325 North Avenue East
P.O. Box 638
Westfield, NJ 07091-0638
Contact Person: Thomas M. True
(908) 232-6192

BUSINESS REFERENCES:

Trap Rock Industries
P.O. Box 419
Kingston, NJ 08528
Contact Person: Michael Conti
(609) 924-0300
Fax (609) 252-8817

Stavola Asphalt
P.O. Box 418
Red Bank, NJ 07701
Contact Person: John Post
(732) 542-2328
Fax (732) 542-2615

Campbell Foundry
800 Bergen Street
Harrison, NJ 07029
Contact Person: Chris Campbell
(973) 483-5480
Fax (973) 483-1843

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

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

County of Middlesex

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

County of Monmouth

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

I-Star

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

CURRENT VENDORS:**Trap Rock Industries**

P.O. Box 419
Kingston, NJ
Contact Person: Michael Conti
609-924-0300

Stavola Asphalt

P.O. Box 418
Red Bank, NJ
Contact Person: Don DeCuollo
732-542-2328

Campbell Foundry

800 Bergen Street
Harrison, NJ
Contact Person: Chris Campbell
973-483-5480

Old Castle Precast

1920 12th Street
Williamstown, NJ
Contact Person: Alex Gallinaro
609-878-2163

Trinity Products

1969 West Terra Lane
O'Fallon, MO
Contact Person: Robert Griggs
800-456-7473



CERTIFICATE OF LIABILITY INSURANCE

LUCAS-1

OP ID: KS

 DATE(MM/DD/YYYY)
 01/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
 Liberty Insurance Associates
 625 Route 33
 Millstone Twp, NJ 08636
 Kenneth J. Mattson, Jr.

CONTACT NAME: Kenneth J. Mattson, Jr.

PHONE (A/C No. Ext): 732-446-9100

FAX (A/C No): 732-446-5300

E-MAIL ADDRESS: kmattson@lianel.com

INSURED Lucas Brothers Inc.
 80 Amboy Road
 Morganville, NJ 07751

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Indemnity Co	25658
INSURER B:	Travelers Property Casualty Co	25674
INSURER C:	Great American Alliance Ins Co	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSN WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DT-CO-5F091475-IND-16	01/29/2016	01/29/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
A	☒ X,C,U coverage		DT-CO-5F091475-IND-16	01/29/2016	01/29/2017	MED EXP (Any one person) \$ 5,000
C	☒ Pollution \$1MIL		BTA9990970-00	03/27/2015	03/27/2016	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					EmpBenefit \$ 1,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		DT-810-5F091475-IND-16	01/29/2016	01/29/2017	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
A	UMBRELLA LIAB ☒ OCCUR					EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB ☐ CLAIMS-MADE		DT-CUP-5F091475-IND-16	01/29/2016	01/29/2017	AGGREGATE \$ 10,000,000
	DED ☒ RETENTION \$ 10000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	DTJ-UB-5F09147-5-15	01/29/2016	01/29/2017	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B	Equipment Floater		QT6604286B516	01/29/2016	01/29/2017	Per Schedule
A	Property Section		DT-CO-5F091475-IND-16	01/29/2016	01/29/2017	Per Policy

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Street & Road Paving

Received

FEB 01 2016

Lucas Brothers, Inc.

CERTIFICATE HOLDER

LUCASBR

Lucas Brothers, Inc.
 80 Amboy Road
 Morganville, NJ 07751

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Form 4 - Project Experience		Performance Record for the past 4 years. List all contracts completed by you during the past 4 years. Include proportionate share of joint venture contracts and identify other firms in joint venture.							
NAME OF OWNER & COMPLETE ADDRESS STREET, TOWN, STATE, ZIP CODE	NAME & LOCATION OF PROJECT - TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	PRIME OR SUB		CONTRACT PRICE	DATE COMPLETED Mo. Yr.	ENGINEER IN CHARGE FOR OWNER & PHONE NOS.	WAS TIME EXTENSION NECESSARY	WERE ANY PENALTIES IMPOSED	WERE LIENS, CLAIMS OR STOP NOTICES FILED
		PR	SUB						
Township of Old Bridge One Municipal Plaza Old Bridge, NJ	2014 Road Resurfacing Contract	X		\$1,046,298	Dec-15	Pinder Sunal Twp of Old Bridge Engineering 732-731-5600	No	No	No
Township of Piscataway 455 Hoes Lane Piscataway, NJ	Lakeview Avenue Roadway Improvements	X		\$895,524	Dec-15	Joseph Herrera Twp of Piscataway Engineering 732-562-6560	No	No	No
County of Ocean 129 Hooper Avenue Toms River, NJ	Reconstruction of East County Line Road	X		\$720,435	Nov-15	Frank Scaramillo Ocean County Engineering 732-919-2130	No	No	No
Township of Piscataway 455 Hoes Lane Piscataway, NJ	Hoes Lane West Roadway Improvements	X		\$2,905,526	Sep-15	Joseph Herrera Twp of Piscataway Engineering 732-562-6560	No	No	No
County of Monmouth Hall of Records Annex Freehold, NJ	Intersection Improvements at CR 516	X		\$959,507	Aug-15	Joseph Enore Monmouth County Engineering 732-431-7760	No	No	No
Borough of Sayreville 167 Main Street Sayreville, NJ	Improvements to Ernstson Road	X		\$552,532	Jun-15	Jay Cornell CME Associates 732-727-8000	No	No	No
County of Middlesex JFK Square New Brunswick, NJ	Improvements to River Road	X		\$3,826,510	May-15	Ming Chang Middlesex County Engineering 732-745-3283	No	No	No
County of Middlesex JFK Square New Brunswick, NJ	Drainage Improvements in the Vicinity of Port Reading Avenue	X		\$500,204	May-15	Ming Chang Middlesex County Engineering 732-745-3283	No	No	No
County of Ocean 129 Hooper Avenue Toms River, NJ	Realignment of CR 571 Jackson Mills	X		\$3,347,460	Jan-15	Frank Scaramillo Ocean County Engineering 732-919-2130	No	No	No
County of Mercer Broad Street Trenton, NJ	Replacement of County Bridge No. 672.9 Hamilton Turn	X		\$1,497,832	Nov-14	Basil A. Muzzilli Mercer County Engineering 609-989-6641	No	No	No
Township of East Brunswick 1 Jean Walling Civic Center East Brunswick, NJ	Dunhams Corner Road Improvements	X		\$451,171	Aug-14	Keith Kipp East Brunswick Engineering 732-390-6870	No	No	No
County of Middlesex JFK Square New Brunswick, NJ	Improvements to Stetson Road	X		\$3,645,579	May-14	Ming Chang Middlesex County Engineering 732-745-3283	No	No	No
Township of North Brunswick 710 Herman Road North Brunswick, NJ	2013 Road Improvement Program	X		\$2,632,239	Feb-14	David Coats CME Engineering 732-727-8000	No	No	No
Township of Plainsboro 641 Plainsboro Road Plainsboro, NJ	Misc. Road Improvements	X		\$321,880	Jan-14	David Coats CME Engineering 732-727-8000	No	No	No
Township of Aberdeen 1 Aberdeen Square Aberdeen, NJ	2011 Road Improvement Program	X		\$1,417,673	Jan-14	David Coats CME Engineering 732-727-8000	No	No	No
County of Mercer Broad Street Trenton, NJ	Replacement of County Bridge No. 762.7 West Windsor	X		\$2,958,870	Dec-13	Basil A. Muzzilli Mercer County Engineering 609-989-6641	No	No	No
County of Ocean 129 Hooper Avenue Toms River, NJ	Rehab of Schencks Mill Bridge, Toms River	X		\$473,807	Nov-13	Frank Scaramillo Ocean County Engineering 732-919-2130	No	No	No
Township of Plainsboro 641 Plainsboro Road Plainsboro, NJ	Edgemere Avenue Road Improvements Plainsboro	X		\$825,928	Sep-13	David Coats CME Engineering Ph: 732-727-8000	No	No	No
Township of Piscataway 455 Hoes Lane Piscataway, NJ	Improvements to Possumtown Road Piscataway	X		\$2,073,287	Apr-13	Joseph Herrera Twp of Piscataway Engineering Ph: 732-562-6560	No	No	No
County of Ocean 129 Hooper Ave Toms River, NJ	Replacement of Brook Road Bridge, Lakewood	X		\$1,089,778	Dec-12	Frank Scaramillo Ocean County Engineering Ph: 732-919-2130	No	No	No
Township of South Brunswick 641 Ridge Road South Brunswick, NJ	Kendall Park Road Imp. Phase 9, South Brunswick	X		\$1,756,720	Dec-12	Jay Cornell, P.E. CME Engineering Ph: 732-727-8000	No	No	No
County of Ocean 129 Hooper Ave	Replacement of Rt. 571 Bridge	X		\$1,435,588	Nov-12	Frank Scaramillo Ocean County Engineering	No	No	No

Attachment: Lucas Brothers_Bid Package (2022-464 : Awarding a contract for Improvements to Memorial Drive)

Form 4 - Project Experience		Performance Record for the past 4 years. List all contracts completed by you during the past 4 years. Include proportionate share of joint venture contracts and identify other firms in joint venture.							
NAME OF OWNER & COMPLETE ADDRESS STREET, TOWN, STATE, ZIP CODE	NAME & LOCATION OF PROJECT - TYPE OF WORK PERFORMED BY YOUR ORGANIZATION	PRIME OR SUB		CONTRACT PRICE	DATE COMPLETED Mo. Yr.	ENGINEER IN CHARGE FOR OWNER & PHONE NOS	WAS TIME EXTENSION NECESSARY	WERE ANY PENALTIES IMPOSED	WERE LIENS, CLAIMS OR STOP NOTICES FILED
		PR	SUB						
Toms River, NJ	Jackson					Ph: 732-929-2130			
County of Ocean 129 Hooper Ave Toms River, NJ	Reconstruction of CR 539 at CR 537 Plumsted	X		\$2,293,704	Jul-12	Frank Scaramino Ocean County Engineering Ph: 732-929-2130	No	No	No
Township of Plainsboro 641 Plainsboro Road Plainsboro, NJ	Plainsboro Road Traffic Calming Plainsboro	X		\$1,272,734	Jul-12	David Coats CME Engineering Ph: 732-727-8000	No	No	No
County of Ocean 129 Hooper Ave Toms River, NJ	Reconstruction of New Hampshire Ave Lakewood	X		\$2,029,011	Jun-12	Frank Scaramino Ocean County Engineering Ph: 732-929-2130	No	No	No
Township of North Brunswick 641 Hermann Road North Brunswick, NJ 08902	2011 Road Improvement Program North Brunswick	X		\$3,042,428	Jun-12	David Coats CME Engineering Ph: 732-727-8000	No	No	No

LUCAS BROTHERS, INC.

80 AMBOY ROAD
MORGANVILLE, NEW JERSEY 07751

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

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

Individual Name	Present Position	Length of time Employed by your Organization	Years of Construction Experience	Magnitude & Type of Work	In What Capacity
Luis Lucas	President	36 Years	45 Years	Heavy/Highway Bridges	In Charge/ Management
Joa o Lucas	Vice President	36 Years	51 Years	Heavy/Highway Bridges	In Charge
Marcelo Lucas	Vice President of Operations	27 Years	27 Years	Heavy/Highway Bridges	In Charge
Maria Lucas	Corporate Secretary	10 Years	10 Years	Heavy/Highway Bridges	Accounting
Chris Lucas	Corporate Treasurer	12 Years	12 Years	Heavy/Highway Bridges	Accounting
Patrick Kipp	Project Manager	18 Years	23 Years	Heavy/Highway Bridges	Project Supervision
Daniel Lucas	Office Manager	10 Years	10 Years	Heavy/Highway Bridges	Estimating
Edward Mooney	Project Manager	3 Years	25 Years	Heavy/Highway Bridges	Project Management/ Estimating

LUCAS BROTHERS, INC.
Equipment List 2021

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

	Description	Make	Year	Model	Serial #
	BACKHOES				
120	Rubber Tire Backhoe	John Deere	2004	310SG	T0310SG942097
122	Rubber Tire Backhoe	John Deere	2000	410E 4x4	T0410EX883414
123	Rubber Tire Backhoe	Komatsu	2005	WB15OPS	A70073
125	Rubber Tire Backhoe	John Deere	2007	410J	T0410JX142034
126	Rubber Tire Backhoe	John Deere	1999	410E 4x4	T0410EX877285
124	Rubber Tire Backhoe	John Deere	2001	410G	T0410GX900616
127	Rubber Tire Backhoe	John Deere	1999	410E	T0410EX855678
129	Rubber Tire Backhoe	John Deere	2003	410G	T0410GX925474
130	Rubber Tire Backhoe	John Deere		410E 4x4	T0410EX885665
131	RUBBER TIRE BACKHOE	John Deere	2019	310SL	1T0310SLEKF355714
132	RUBBER TIRE BACKHOE	John Deere	2019	310SL	1T0310SLAKF348760
135	Skid Steer	Caterpillar	2019	259D3 HF	CW901625
	EXCAVATORS				
140	Excavator	John Deere	2008	135C	FF135CX-301140
141	Excavator	Komatsu	1993	PC400-LC5L	A70750
142	Excavator	Hitachi Zaxis	2008	135-US-3	FF01SQ073044
143	Excavator	Komatsu	2003	PC 78US-6	4454
144	Excavator	Daewoo		SL290LC-V	1171
145	Excavator	Komatsu	2002	PC220LC-7L	A86143
146	Excavator	John Deere		210G	1FF210GXPF523308
147	Excavator	John Deere	2005	225C	FF225CX500347
148	Excavator	Komatsu	2022	PC138USLC-11	60736
149	Excavator	John Deere	2001	450LC	FF0450X090574
150	Excavator	Kubota	2002	KY-61-2	20312
151	Excavator	Komatsu	2002	PC400LC-6LM	A85163
152	Excavator	Komatsu	2003	PC300LC-6LE	A84552
154	Excavator	John Deere	2011	135D	1FF135DXEA03023950
	DOZERS				
161	Crawler Dozer	John Deere	1997	650G LGP	T0650GW837800
162	Crawler Dozer	John Deere	1990	650G	T0650GW759719
163	Crawler Dozer	John Deere	1995	650G-TC	TD650GW807075
164	Crawler Dozer	John Deere	1984	850B	T0850BF759278
165	Crawler Dozer	John Deere	2001	650H LGP	T065HX898228

166	Crawler Dozer	John Deere	1998	450G	T0450GW760536
167	Crawler Dozer	Caterpillar	1998	D5M LPG	3CR00862
168	Crawler Dozer	John Deere	2020	650K	1T0650KKHLF384137
	LOADERS				
183	Rubber Tire Loader	Komatsu	2003	WA320-3MC	A31661
185	Rubber Tire Loader	Komatsu	1998	WA380-3L	A50119
186	Loader	John Deere	2005	624J	DW624JZ590561
187	Loader	John Deere	1995	544G	DW5446D551146
188	Wheel Loader	Komatsu	2004	WA380/400-5L	A52189
189	4WD Loader	John Deere	2001	644H	DW644HX578855
	ROLLERS				
201	Roller	Bomag	P.1993	BW142D2-510	122381
202	Roller	Bomag	2000	BW120AD-3	101170515158
203	Roller	Ingersoll Rand	P.2002	DD110	5382500
204	Roller	Dynapac	P.1995	CA251AD	58310790
205	Roller	Bomag	2013	120AD-4	861880231085
206	Multipurpose Compactor	Bomag	2013	BMP8500	101720121415
208	roller	Caterpillar	2016	CB64B	CATCB64BVC5600146
210	Roller	Ingersoll Rand	2006	DD-118HF	179092
213	Roller	Ingersoll Rand	1995	DD65	141588
214	Roller	Ingersoll Rand	2002	DD24	170789
215	Roller	Ingersoll Rand	2002	DD24	170790
216	Dirt Roller	Bomag	2002	213D-2	109400270325U
217	Roller	Hamm	2003	HD110HV	60749
218	Trench Compactor	Wacker	2009	RT565C-2	5837347
219	Tandem Roller	Hamm	2020	HD12VV	H230.3108
221	TRENCH ROLLER	WACKER	2020	SC3	NONE LISTED ON AGREEMENT
	PAVERS				
209	Paver	Caterpillar	2013	CB54XW	CAT0CB54AJLM00824
220	Paver	Caterpillar	2009	AP1055D	300711
222	Paver	Blaw-Knox	1996	5510	551010-05
223	Paver	Caterpillar	1996	AP1000	1HD00154
224	Paver	Blaw-Knox	1997	PF410	41010-02
225	Paver	Blaw-Knox	2002	PF5510	551031-05
226	Track path paver	Blaw-Knox	2001	PF-545	545-01-133
227	Paver	Caterpillar	2008	AP1055D	CATAP105CFAC00516
	MILLERS				
230	Milling Machine	Wirtgen	2007	W2200	08-21-0324

231	Milling Machine	Wirtgen	2018	W250	06221084
232	Milling Machine	Wirtgen	1993	W500	6.05.0178
233	Concrete Cutter	Vermeer	P.2001	CC135	1VRG07082M1000336
234	Milling Machine	Wirtgen	2004	W2100	09.21.14011632.0121
	GRADERS				
242	Grader	Komatsu	2004	GD675-3C	50011
	CRANES/PULL BEHIND				
249	Liebherr crane	Liebherr	2002	LTM1160-2	06879
250	Crane - 18 Ton	Grove		RT418	69714
251	Compressor	Ingersoll Rand	1991	185	194301 U328
252	Compressor	Ingersoll Rand	2004	185	4FVCABAA75U348488
253	Compressor	1995 Atlas Copco	1994	185	H0601-529
254	Compressor	Ingersoll Rand	1997	185	271707ULH221
255	Compressor	185 CFM 115-120 PSI		XAS185	HOP058105
256					
259	Impactor/Crusher	Kleemann	2017	MC11	K0150026
260	Extac	Screener	2006	S-5 Extac	10202
261	Edge	Stacker	2012	T565	12TS6540099
263	Screener CV100	Lister-Matso		TX-3	30163
264	Forklift(Blue)	Gradall Forklift		544D	C355089
266	Tractor w/accessories	New Holland	2001	TC35D	G506361
	Loader	New Holland	2001	16LA	YL401122
	Power Rake	Land Pride	2001	PR1672-21	SEWG8724
267	Wood Chipper	Bandit	2003	250	SE18967
268	Trailer mtd trash pump	Multiquip 6" Pump		MQ600TD80	230102- F4L913
269	Hartl 1310	Mobile Crusher	2005	PC1310-1	216420164
270	Rotary 12k/lb.	Truck Lift			PR607924BJ91B
271	40' Manlift	JLG		40HA	309013875
273	Generator	Magnum	2010	MMG25FH1	1100284
274	Generator	Multiquip		DCA25SS1V	7106078
	VMS/TRAFFIC SIGNS				
	Arrow Board	Ver-Mac	2005		259US11145S132152
	Solar Message Board	American Signal Corp	2004		1A9BS3314Y2228094
	Solar Message Board	American Signal Corp	2000		1A9BS3316Y2228056
	Solar Message Board	American Signal Corp	1999		1A9BS3317V2228662
	Solar Message Board	Ver-Mac	2002	PCMS1210	259VSA15625132931
	Mounted Attenuator			Ram-815	409C
	TSSC-219 SUNRAY	Solar Message Board			S340-273

	TSSC-218 SUNRAY	Solar Message Board			S340-218
	TSSC-273 SUNRAY	Solar Message Board			S340-273
	Amida Sign Board	Solar Arrowboard		DLB-15	9304-19389
	Amida Arrowboard	Solar Arrowboard		ODLS15LA	9907-58518
	Amida Arrowboard	Solar Arrowboard		ODLS15LA	9807-49661
	ADDCO	Solar Message Board	2014		590820
	ADDCO	Solar Message Board	2014		590817
	ConSam	Solar Speed Trailer		SAM8576	
	Precision Solar Control	Solar Message Board	2015	9976	1P91K1710EG301133
	Precision Solar Control	Solar Message Board	2015	MC10209	1P91D1711EL301742
	MISC HAND TOOLS/SHOP				
	Bucket	Patco		PC400	
		Stone Box		RB-8	
275	Hydroseeder	Finn-T75	2006	T-75-S	SE-355
	Generator			KDE6700T	DIESEL
	Generator	Honda		EB3500	
	Generator	Honda		EB3500	1002516
	3" diaphragm pump	Honda			HT0120011
	3" trash pump	Honda			HS3560054
	2" sump pump	Tsurumi		LB2-750	B-646236
	7' x 15'	Road Plates		4 Units	
	Walk Behind Roller	IR			
	Concrete Saw w/ 20" Blade	Clipper		C65B HP	
	Rebar Cutter	Multiquip		HBC25	541151
	Rebar Bender	Multiquip		BB0022	264858
	Jumping Jack w/ Honda Eng.	Sakai		30318	30318
	2yd. Concrete Bucket	Camlever		CL-200	CL-200
	Barrier Lifter 10500#	Kenco		1050	#1050
280	Forklift	Caterpillar		V90E	37W5605
271	Trench Roller 34" Drum	Ampac	1999	33L-S	33LS33080790
	Compacter	Dynapac			
	Compacter (5 units)	IR			
	Compacter (5 units)	Bomag			
	Compacter	Wacker		WP-150	
	Jumping Jack	Bomag			
	Jumping Jack (2 units)	Robin			
	Jumping Jack	IR			
	Concrete Mixer	Stone		95CM	2899025
290	Port. Light tower	ABI Nite Lite Pro		412	9906NLP57

LUCAS BROTHERS, INC.

80 AMBOY ROAD
MORGANVILLE, NJ 07751

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

City of Asbury Park
One Municipal Plaza
Asbury Park, NJ 07712

To whom it may concern:

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



Luis Lucas, President

11/2/22

Certificate Number
606169

Registration Date: 05/24/2021
Expiration Date: 05/23/2023



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):
Brian Desrosiers, President

2021
Titan Builders Inc

Handwritten signature of Robert Asaro-Angelo.

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TIFFANY ELECTRIC, INC.

Trade Name:

Address: 5 EASTMAN'S ROAD
PARSIPPANY, NJ 07054

Certificate Number: 0103971

Effective Date: August 21, 1979

Date of Issuance: May 09, 2017

For Office Use Only:

20170509125839589

Attachment: Lucas Brothers Bid Package (2022-464 : Awarding a contract for Improvements to Memorial Drive)



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

January 22, 2021

BRIAN DES ROSIERS
Tiffany Electric Inc
5 Eastmans Rd
Parsippany, NJ 07054-3721

RE: NJDOT - EMERGING SMALL BUSINESS ENTERPRISE (ESBE) - Certification Approval Letter

Dear ROSIERS:

We are pleased to inform you that your firm has been found eligible to continue as an Emerging Small Business Enterprise (ESBE) with the New Jersey Department of Transportation (NJDOT).

Your certification status will remain in effect provided your business continues to meet the eligibility criteria set forth in U. S. Department of Transportation, Code of Federal Regulations Titles 49 CFR Part 26. However, on an annual basis, you must submit the "No Change Affidavit" and supporting documents.

Additionally, if any time during the year there is a change in your firm, it is your obligation to notify this agency, in writing, within (30) days. Changes include, but are not limited to: ownership, and /or control, officers, directors, management, key personnel, scope of work performed, daily operations, ongoing business relationships with other firms or individuals, or the physical location of your firm. Failure to do so may result in the removal of your ESBE Certification in accordance with 26.83(j) and 26.109(c).

The following table lists the North American Industry Classification System (NAICS) Code(s) and description(s) that have been assigned to your company in accordance with the service(s) your firm render(s).

NAICS: SPECIALTY DESCRIPTION

NAICS 238210: ELECTRICAL CONTRACTORS AND OTHER WIRING INSTALLATION CONTRACTORS

We have also added your firm to NJDOT's ESBE Directory which can be accessed at ESBE Directory.

If you have any questions regarding your ESBE certification you may email NJDOT's Disadvantaged and Small Business Programs Unit at DOT.DB.E.SBEPprograms@dot.nj.gov or call (609) 963-2051.

Sincerely,

Lydia Harper, Supervisor
Disadvantaged and Small Business Program Unit
Division of Civil Rights & Affirmative Action

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"
New Jersey Is An Equal Opportunity Employer

Attachment: Lucas Brothers_Bid Package (2022-464 : Awarding a contract for Improvements to Memorial Drive)



State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

March 2, 2021

Ms. Joyce Hakimian
D/ESBE Officer
Tiffany Elewctric, Inc.
5 Eastmans Road
Parsippany, NJ 07054

Dear Ms. Hakimian:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement, Sexual Harassment Policy and annual Disadvantaged/Emerging Small Business Enterprise (D/ESBE) Affirmative Action Plan (AAP). This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning March 19, 2021 and will apply to all New Jersey Department of Transportation contracts for which your firm is either a prime or subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

Vicki Tilghman-Ansley

Vicki Tilghman-Ansley
Acting Director
Division of Civil Rights and Affirmative Action

IS-G/smm
c: File

"IMPROVING LIVES BY IMPROVING TRANSPORTATION"
New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

Attachment: Lucas Brothers_Bid Package (2022-464 : Awarding a contract for Improvements to Memorial Drive)



State of New Jersey

PHIL MURPHY
Governor

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

SHEILA OLIVER
Lt. Governor

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

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

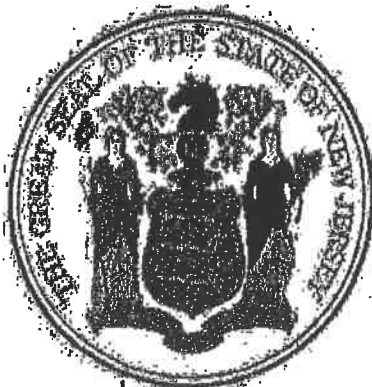
under the

Small Business Set-Aside Act

This certificate acknowledges TIFFANY ELECTRIC INC as a Category 5 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

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

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor Information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application



Peter Lowicki

Peter Lowicki
Deputy Director

Issued: 8/3/2018
Certification Number: A0074-24

Expiration: 8/3/2021

Attachment: Lucas Brothers_Bid Package (2022-464 : Awarding a contract for Improvements to Memorial Drive)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs



THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

Brian W. DesRosiers
68 Beaver Dam Road
Randolph NJ 07869

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Contractor

02/15/2021 TO 03/31/2024

VALID


Signature of Licensee/Registrant/Certificate Holder

34EI01495800

LICENSE/REGISTRATION/CERTIFICATION #


ACTING DIRECTOR

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs



THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

TIFFANY ELECTRIC INC
BRIAN W DESROSIERS
5 Eastmans Road
Parsippany NJ 07054

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

02/15/2021 TO 03/31/2024

VALID


Signature of Licensee/Registrant/Certificate Holder

34EB01495800

LICENSE/REGISTRATION/CERTIFICATION #


ACTING DIRECTOR



State of New Jersey

DEPARTMENT OF TRANSPORTATION

P.O. Box 600

Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

October 27, 2020

T4222
Identification No.

Tiffany Electric, Inc.
5 Eastmans Road
Parsippany, NJ 07054

RE: NOTICE OF CLASSIFICATION

Dear Sir/Madam:

In accordance with Title 27:7-35.1 et. seq., and Regulations of the New Jersey Department of Transportation, you are hereby notified that the following CLASSIFICATION has been assigned to your firm by the Department:

Financial Capability
\$5,000,001 to \$10,000,000

Work Classification(s):

Project Rating(s):

7-Electrical

\$5,000,001 to \$10,000,000

This denotes your maximum financial capability and project rating, since you have chosen to submit a CPA review of financial statement.

*Your financial capability is based on (net working capital or net worth x 15) + (net book value of construction equipment less the value of any outstanding loans x 15) + (unsecured lines of credit in accordance with the Questionnaire x7) as determined by the Department from the information you submitted for the Close of Business on 12/31/19. See attachment for explanation.

Please be advised that the supplementary provisions (Project specific Specifications) for all present & future Bridge Painting contracts requires all contractors and sub-contractors to have valid Certificates SSPC-QP1 & SSPC-QP2 issued by The Society for Protective Coatings (<http://www.sspc.org/>) at the time of bid and duration of the contract.

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New Jersey Is An Equal Opportunity Employer • Printed on Recycled and Recyclable Paper

Attachment: Lucas Brothers_Bid Package (2022-464 : Awarding a contract for Improvements to Memorial Drive)

NOTICE OF CLASSIFICATION

Tiffany Electric, Inc.

Page 2

This CLASSIFICATION will be effective 11/10/20 and will expire 6/30/21.

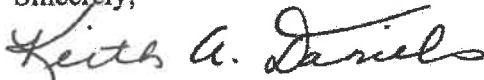
Your financial capability is defined as the dollar threshold on the maximum amount of a project rating, which is assigned by the Department pursuant to N.J.A.C. 16:44-3.6 upon examination of the contractor's Questionnaire and financial statement submitted by the contractor in accordance with this chapter. Project Rating is defined as the maximum dollar amount that a contractor shall be allowed to bid in a particular work type on an individual project.

Bids will only be accepted from a contractor classified with the Department pursuant to N.J.A.C. 16:44-3. Bids will only be accepted from a contractor who has been classified in at least one of the work types required in the project advertisement. Bids will be accepted from a contractor in an amount that does not exceed its project rating. When there is a question as to whether a bid is within the contractor's classification or, where it reasonably appears that a contractor may not have the classification that will allow it to bid on a project for which bids are being sought, the bid will be opened provisionally. If the bid is for a different work type or in a dollar amount greater than the contractor's maximum project rating, the bid will be rejected.

In order to be continuously eligible to bid on projects to be undertaken by this Department, your next Contractor's Financial and Equipment Statement should be submitted one month before the expiration date, but must be received at least 15 days prior to the date set for receipt of bids for which the classification will be used.

Requirements of New Jersey Administrative Code 16:44-12.1 and 12.2 must be complied with by all corporations classified with the New Jersey Department of Transportation.

Sincerely,



Keith A. Daniels

Manager

Bureau of Construction Services

* Attachment

Attachment: Lucas Brothers_Bid Package (2022-464 : Awarding a contract for Improvements to Memorial Drive)



New Jersey Turnpike Authority

1 TURNPIKE PLAZA - P.O. BOX 5042 - WOODBRIDGE, NEW JERSEY 07095
TELEPHONE (732) 750-5300

PHILIP D. MURPHY
GOVERNOR

SHEILA Y. OLIVER
LIEUTENANT GOVERNOR

DIANE GUTIERREZ-SCACCETTI, *Chair*
ULISES E. DIAZ, *Vice Chair*
MICHAEL R. DUPONT, *Treasurer*
RAYMOND M. POCINO, *Commissioner*
RONALD GRAVINO, *Commissioner*
JOHN D. MINELLA, *Commissioner*
RAPHAEL SALERMO, *Commissioner*
JOHN M. KELLER, *Executive Director*

December 29, 2020
CERTIFIED MAIL

Tiffany Electric, Inc.
5 Eastmans Road
Parsippany, NJ 07054

In accordance with the "Procedure for Prequalification and Award on New Jersey Turnpike Authority Construction Contracts", you have been prequalified to bid on construction contracts for the Authority on both the Turnpike and Parkway. You are eligible to bid on any contract for work within the following classification(s) and rating(s):

CLASSIFICATION	RATING
10. Electrical Work, Highway	\$1,000,000 Maximum

EFFECTIVE DATE: December 29, 2020

EXPIRATION DATE: December 28, 2021

The classification ratings for your firm has a \$1 Million Maximum limitation based on the submission of a reviewed financial statements and not an audited financial statement, as outlined in New Jersey Turnpike Authority Procedure for Prequalification and Award of Construction Contracts (b)3.iv.

The Contractor's Qualifying Statement form for filling your renewal along with prequalification requirements is available on the Authority's web site as follows:

<http://www.njta.com/doing-business/construction-and-maintenance-contracts>

then click on "Contractor Prequalification Requirements."

In order to be continuously eligible to submit bids for construction contracts undertaken by the Authority, your next Contractor's Qualifying Statement to prequalify in classification should be submitted one month before the above expiration date.

Very truly yours,

Robert J. Fischer, P.E.
Chief Engineer

From: CClass@treas.state.nj.us
Sent: Wednesday, December 2, 2020 8:03 AM
To: Joyce Hakimian
Subject: Notice of Classification

TIFFANY ELECTRIC, INC.
 5 EASTMANS RD STE 3
 PARSIPPANY, NJ 07054

State of New Jersey



DEPARTMENT OF THE TREASURY
 DIVISION OF PROPERTY MANAGEMENT AND CONSTRUCTION
 33 WEST STATE STREET - P.O. BOX 034
 TRENTON, NEW JERSEY 08625-0034



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$10,000,000	C047 -ELECTRICAL license #: 34EB01495800	11/20/2020	11/19/2022

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.



32 EAST FRONT STREET
P.O. BOX 991
TRENTON, NJ 08625-0991

CONTRACTOR NOTICE OF PREQUALIFICATION

for
Tiffany Electric, Inc.
5 Eastmans Road, Suite 3
Parsippany, NJ 07054

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: December 3, 2020
Expiration Date: November 19, 2022

Aggregate Limit: \$10 Million

☐ Construction Manager as Constructor	☐ Sprinkler Systems	☐ Pile Driving
☐ Design Build	☐ Sheet Metal (Mechanical)	☐ Prefabrication Buildings
☐ General Construction	☒ Electrical	☐ Prefabrication Music/Sound Clean Rooms
☐ General Construction/Alterations & Additions	☐ Communications Systems	☐ Relocatable Buildings
☐ Partitions/Ceilings	☐ Fire Alarm/Signal Systems	☐ Asbestos Removal/Treatment
☐ Doors & Hardware	☐ Security/Intrusion Alarms	☐ Asbestos Removal/Mechanical
☐ Windows	☐ Audio Visual Systems	☐ Waste Removal Toxic/Hazardous
☐ Siding & Gutters	☐ Site Work	☐ Radon Mitigation
☐ Carpeting	☐ Sewage & Water Treatment Plants	☐ Lead Paint Abatement
☐ Flooring/Tile	☐ Sewer Piping & Storm Drains	☐ Detention Equipment Systems
☐ Millwork	☐ Landscape Construction	☐ Energy Management Systems
☐ Insulation	☐ Underground Water & Utilities	☐ Elevators
☐ Acoustical	☐ Road Construction & Paving	☐ Museum Exhibits
☐ Concrete/Foundation Footings/Masonry Work	☐ Athletic Fields/Tracks/Courts	☐ Test Boring
☐ Gunite	☐ Athletic Fields/Synthetic Turf	☐ Well Drilling
☐ Demolition	☐ Pumping Stations	☐ Microbial Remediation
☐ Fencing	☐ Landscape Irrigation	☐ Food Service Equipment
☐ Historical Light Fixture Restoration	☐ Roofing-Membrane EPDM	☐ School Furnishings
☐ Historical Restoration	☐ Roofing-Membrane PVC/CPE/CSPE	☐ Lab Furniture/Equipment
☐ Pre-Cast Concrete	☐ Roofing-Membrane Modified Bitumen	☐ Seating/Bleachers
☐ Curtain Walls	☐ Roofing-Urethane	☐ Swimming Pools
☐ Architectural Cast Iron	☐ Roofing-Built Up	☐ Dust Collectors
☐ Welding	☐ Roofing-Metal	☐ Signage & Graphics
☐ Structural Steel & Ornamental Iron	☐ Roofing-Tile/Slate/Shingles	☐ Septic Systems
☐ Plumbing	☐ Caulking & Waterproofing	☐ Stage Equipment
☐ Oil & Gas Burners	☐ Scaffolding	☐ Underground Storage Tanks/Closure & Installation
☐ HVAC/R	☐ Roofing-Historical Sites	☐ Underground Storage Tanks/Installation
☐ Boilers (New Repair)	☐ Roofing-TPO	☐ Underground Storage Tanks/Closure
☐ Service Station	☐ Painting-General	☐ UST/Tank Testing
☐ Solar Energy Systems	☐ Painting-Tanks/Steel Structures/Elevated Structures	☐ Underground Storage Tanks/Corrosion Protection Systems Analysis
☐ Energy Services (ESCO)	☐ Painting-Historical Sites	☐ Above Ground Storage Tanks
☐ Geothermal Loop Systems	☐ Sandblasting	☐ Site Remediation
☐ Fireproof Applications	☐ Divers	☐ Inside Plant Cable
☐ Insulation (Mechanical)	☐ Barges	☐ Outside Plant Cable
☐ Fire Suppression Systems	☐ Bulkhead & Docks	☐ Fiber Installation & Splicing
☐ Control Systems	☐ Jetty & Breakwater	
☐ Parking & Control Systems	☐ Dredging	

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx>

BID SUMMARY MEMORIAL DRIVE IMPROVEMENTS CITY OF ASBURY PARK ASPK-00772 NOVEMBER 2, 2022				Engineer's Estimate		Lucas Brothers Inc. 80 Amboy Road Morganville, NJ 07751 732-536-6663 danielucas@lucasbros.com		Black Rock 1316 Englishitown Road Old Bridge, NJ 08857 732-967-6400 info@blackrocknj.com		S. Brothers Inc. PO Box 317 South River, NJ 08882 732-446-3390 sbrothers1@hotmail.com		Seacoast Construction Inc. 15 Addington Court East Brunswick, NJ 08816 732-238-6963 Bryan@seacoastinc.com	
NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST	BID PRICE	TOTAL COST
1	Clearing Site	LS	1.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
2	Silt Fence (If & Where Directed)	LF	2,910.00	\$7.00	\$20,370.00	\$0.01	\$29.10	\$3.00	\$8,730.00	\$0.01	\$29.10	\$0.01	\$29.10
3	Inlet Filter, Type 1	UNIT	10.00	\$250.00	\$2,500.00	\$0.01	\$0.10	\$150.00	\$1,500.00	\$50.00	\$500.00	\$0.01	\$0.10
4	Breakaway Barricade	UNIT	10.00	\$20.00	\$200.00	\$0.01	\$0.10	\$1.00	\$10.00	\$20.00	\$200.00	\$0.01	\$0.10
5	Drum	UNIT	25.00	\$10.00	\$250.00	\$0.01	\$0.25	\$1.00	\$25.00	\$20.00	\$500.00	\$0.01	\$0.25
6	Traffic Cone	UNIT	50.00	\$5.00	\$250.00	\$0.01	\$0.50	\$50.00	\$2,500.00	\$4.00	\$200.00	\$0.01	\$0.50
7	Construction Signs	SF	500.00	\$20.00	\$10,000.00	\$15.00	\$7,500.00	\$25.00	\$12,500.00	\$5.00	\$2,500.00	\$0.01	\$5.00
8	Police Traffic Directors (If & Where Directed)	HR	3,840.00	\$75.00	\$288,000.00	\$75.00	\$288,000.00	\$75.00	\$288,000.00	\$75.00	\$288,000.00	\$75.00	\$288,000.00
9	Sewer Lateral Tracing (Allowance)	UNIT	1.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
10	Fuel Price Adjustment	DOL	1.00	\$1,306.00	\$1,306.00	\$1,306.00	\$1,306.00	\$1,306.00	\$1,306.00	\$1,306.00	\$1,306.00	\$1,306.00	\$1,306.00
11	Asphalt Price Adjustment	DOL	1.00	\$7,035.00	\$7,035.00	\$7,035.00	\$7,035.00	\$7,035.00	\$7,035.00	\$7,035.00	\$7,035.00	\$7,035.00	\$7,035.00
12	Excavation, Test Pit (If & Where Directed)	UNIT	33.00	\$1,000.00	\$33,000.00	\$650.00	\$21,450.00	\$150.00	\$4,950.00	\$1,500.00	\$49,500.00	\$750.00	\$24,750.00
13	HMA Milling, 3" or Less (If & Where Directed)	SY	17,600.00	\$10.00	\$176,000.00	\$4.30	\$75,680.00	\$5.00	\$88,000.00	\$6.00	\$105,600.00	\$7.00	\$123,200.00
14	DGA Base Course, 4" Thick (If & Where Directed)	SY	17,600.00	\$7.00	\$123,200.00	\$1.95	\$34,320.00	\$8.75	\$154,000.00	\$6.00	\$105,600.00	\$4.00	\$70,400.00
15	Polymerized Joint Adhesive	LF	5,700.00	\$1.00	\$5,700.00	\$0.01	\$57.00	\$1.00	\$5,700.00	\$0.01	\$57.00	\$1.00	\$5,700.00
16	Tack Coat	GAL	1,759.00	\$1.00	\$1,759.00	\$0.01	\$17.59	\$5.00	\$8,795.00	\$9.00	\$15,831.00	\$4.00	\$7,036.00
17	HMA 9.5M64 Surface Course, 2" Thick	TON	2,150.00	\$130.00	\$279,500.00	\$205.00	\$440,750.00	\$120.00	\$258,000.00	\$112.00	\$240,800.00	\$130.00	\$279,500.00
18	HMA 19M64 Base Course, 4" Thick	TON	4,300.00	\$120.00	\$516,000.00	\$80.00	\$344,000.00	\$140.00	\$602,000.00	\$110.00	\$473,000.00	\$125.00	\$537,500.00
19	15" DIP, Class 52	LF	328.00	\$200.00	\$65,600.00	\$650.00	\$213,200.00	\$335.00	\$109,880.00	\$214.00	\$70,192.00	\$225.00	\$73,800.00
20	18" RCP, Class V w/O-Ring Gaskets	LF	211.00	\$175.00	\$36,925.00	\$140.00	\$29,540.00	\$180.00	\$37,980.00	\$222.00	\$46,842.00	\$150.00	\$31,650.00
21	24" RCP, Class V w/O-Ring Gaskets	LF	110.00	\$250.00	\$27,500.00	\$155.00	\$17,050.00	\$250.00	\$27,500.00	\$260.00	\$28,600.00	\$180.00	\$19,800.00
22	Inlet, Type B	UNIT	12.00	\$6,500.00	\$78,000.00	\$4,400.00	\$52,800.00	\$5,000.00	\$60,000.00	\$8,000.00	\$96,000.00	\$9,000.00	\$108,000.00
23	Curb Piece, Type 'N-ECO'	UNIT	12.00	\$1,500.00	\$18,000.00	\$750.00	\$9,000.00	\$400.00	\$4,800.00	\$450.00	\$5,400.00	\$1,000.00	\$12,000.00
24	Bicycle Safe Grate	UNIT	12.00	\$1,000.00	\$12,000.00	\$750.00	\$9,000.00	\$350.00	\$4,200.00	\$450.00	\$5,400.00	\$600.00	\$7,200.00
25	Manhole, 6' Diameter	UNIT	10.00	\$12,000.00	\$120,000.00	\$5,800.00	\$58,000.00	\$12,000.00	\$120,000.00	\$27,000.00	\$270,000.00	\$16,000.00	\$160,000.00
26	Doghouse Manhole, 6' Diameter	UNIT	8.00	\$14,000.00	\$112,000.00	\$14,000.00	\$112,000.00	\$12,000.00	\$96,000.00	\$26,000.00	\$208,000.00	\$17,000.00	\$136,000.00
27	Flowable Fill, Clay Pipe Abandonment	CY	21.00	\$300.00	\$6,300.00	\$1.00	\$21.00	\$1,500.00	\$31,500.00	\$350.00	\$7,350.00	\$500.00	\$10,500.00
28	6"x18" Concrete Vertical Curb	LF	2,510.00	\$40.00	\$100,400.00	\$32.00	\$80,320.00	\$38.00	\$95,380.00	\$48.00	\$120,480.00	\$40.00	\$100,400.00
29	Combination Concrete Curb and Gutter	LF	55.00	\$75.00	\$4,125.00	\$45.00	\$2,475.00	\$100.00	\$5,500.00	\$60.00	\$3,300.00	\$75.00	\$4,125.00
30	Concrete Sidewalk, 4" Thick	SY	835.00	\$100.00	\$83,500.00	\$85.00	\$70,975.00	\$95.00	\$79,325.00	\$130.00	\$108,550.00	\$110.00	\$91,850.00
31	Concrete Driveway, Reinforced, 6" Thick	SY	209.00	\$150.00	\$31,350.00	\$90.00	\$18,810.00	\$110.00	\$22,990.00	\$138.00	\$28,842.00	\$160.00	\$33,440.00
32	Detectable Warning Surface	SY	29.00	\$500.00	\$14,500.00	\$400.00	\$11,600.00	\$1,000.00	\$29,000.00	\$400.00	\$11,600.00	\$2,500.00	\$72,500.00
33	Reset Valve Box (As Directed)	UNIT	29.00	\$150.00	\$4,350.00	\$200.00	\$5,800.00	\$50.00	\$1,450.00	\$150.00	\$4,350.00	\$50.00	\$1,450.00
34	6" Bollard	UNIT	6.00	\$1,200.00	\$7,200.00	\$850.00	\$5,100.00	\$1,500.00	\$9,000.00	\$3,000.00	\$18,000.00	\$1,750.00	\$10,500.00
35	4" Polyvinyl Chloride Sewer Pipe Lateral (Replacement)	LF	1,120.00	\$120.00	\$134,400.00	\$85.00	\$95,200.00	\$130.00	\$145,600.00	\$236.00	\$264,320.00	\$165.00	\$184,800.00
36	12" Polyvinyl Chloride Sewer Pipe	LF	3,942.00	\$200.00	\$788,400.00	\$175.00	\$689,850.00	\$225.00	\$886,950.00	\$236.00	\$930,312.00	\$295.00	\$1,162,890.00
37	Sanitary Sewer Service Connection (Replacement)	UNIT	32.00	\$2,000.00	\$64,000.00	\$1,000.00	\$32,000.00	\$3,000.00	\$96,000.00	\$4,500.00	\$144,000.00	\$9,250.00	\$296,000.00
38	Cleanout	UNIT	32.00	\$1,000.00	\$32,000.00	\$900.00	\$28,800.00	\$1,500.00	\$48,000.00	\$800.00	\$25,600.00	\$1,750.00	\$56,000.00
39	Manhole, Sanitary Sewer	UNIT	15.00	\$15,000.00	\$225,000.00	\$17,000.00	\$255,000.00	\$39,000.00	\$585,000.00	\$18,800.00	\$282,000.00	\$16,000.00	\$240,000.00
40	Reflectorized Mastarm Street Name Signs	SF	36.00	\$70.00	\$2,520.00	\$45.00	\$1,620.00	\$44.00	\$1,584.00	\$200.00	\$7,200.00	\$65.00	\$2,340.00
41	2" Rigid Metallic Conduit	LF	84.00	\$50.00	\$4,200.00	\$58.00	\$4,872.00	\$55.00	\$4,620.00	\$50.00	\$4,200.00	\$51.50	\$4,326.00
42	3" Rigid Metallic Conduit	LF	1,088.00	\$60.00	\$65,280.00	\$100.00	\$108,800.00	\$93.50	\$101,728.00	\$68.00	\$73,984.00	\$87.55	\$95,254.40
43	18"x36" Junction Box	UNIT	14.00	\$2,300.00	\$32,200.00	\$2,900.00	\$40,600.00	\$2,750.00	\$38,500.00	\$4,000.00	\$56,000.00	\$2,575.00	\$36,050.00

Attachment: ASPK-00772 - Bid Summary (2022-464 : Awarding a contract for Improvements to Memorial

BID SUMMARY MEMORIAL DRIVE IMPROVEMENTS CITY OF ASBURY PARK ASPK-00772 NOVEMBER 2, 2022				Engineer's Estimate		Lucas Brothers Inc. 80 Amboy Road Morganville, NJ 07751 732-536-6663 daniel@lucas@lucasbros.com		Black Rock 1316 Englishitown Road Old Bridge, NJ 08857 732-967-6400 info@blackrocknj.com		S. Brothers Inc. PO Box 317 South River, NJ 08882 732-446-3390 sbros@brothers1@hotmail.com		Seacoast Construction Inc. 15 Addington Court East Brunswick, NJ 08816 732-238-6963 Bryan@seacoastinc.com	
44	Foundation, Type P-MC	UNIT	2.00	\$3,500.00	\$7,000.00	\$4,297.23	\$8,594.46	\$4,180.00	\$8,360.00	\$3,500.00	\$7,000.00	\$3,914.00	\$7,828.00
45	Foundation, Type SPF	UNIT	2.00	\$1,500.00	\$3,000.00	\$2,300.00	\$4,600.00	\$2,200.00	\$4,400.00	\$2,000.00	\$4,000.00	\$2,060.00	\$4,120.00
46	Foundation, Type SKF	UNIT	12.00	\$2,500.00	\$30,000.00	\$3,400.00	\$40,800.00	\$3,300.00	\$39,600.00	\$3,000.00	\$36,000.00	\$3,090.00	\$37,080.00
47	Meter Cabinet, Type T	UNIT	2.00	\$3,000.00	\$6,000.00	\$3,790.00	\$7,580.00	\$3,685.00	\$7,370.00	\$4,000.00	\$8,000.00	\$3,187.40	\$6,374.80
48	Ground Wire, No. 8 AWG	LF	1,025.00	\$3.00	\$3,075.00	\$2.80	\$2,870.00	\$2.70	\$2,767.50	\$4.00	\$4,100.00	\$2.33	\$2,388.25
49	Service Wire, No. 6 AWG	LF	198.00	\$5.00	\$990.00	\$3.00	\$594.00	\$2.97	\$588.06	\$5.00	\$990.00	\$2.58	\$510.84
50	Controller, 8 Phase w/Battery Backup	UNIT	2.00	\$20,000.00	\$40,000.00	\$26,000.00	\$52,000.00	\$25,025.00	\$50,050.00	\$27,000.00	\$54,000.00	\$21,679.79	\$43,359.58
51	Traffic Signal Standard, Aluminum	UNIT	12.00	\$3,000.00	\$36,000.00	\$4,500.00	\$54,000.00	\$4,290.00	\$51,480.00	\$6,000.00	\$72,000.00	\$3,725.60	\$44,707.20
52	Pedestrian Signal Standard	UNIT	2.00	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$979.00	\$1,958.00	\$1,500.00	\$3,000.00	\$839.80	\$1,679.60
53	Traffic Signal Mast Arm, Aluminum	UNIT	12.00	\$2,500.00	\$30,000.00	\$3,900.00	\$46,800.00	\$4,246.00	\$50,952.00	\$5,200.00	\$62,400.00	\$3,197.37	\$38,368.44
54	Traffic Signal Cable, 2 Conductor	LF	1,081.00	\$2.25	\$2,432.25	\$2.50	\$2,702.50	\$2.34	\$2,529.54	\$4.00	\$4,324.00	\$2.02	\$2,183.62
55	Traffic Signal Cable, 3 Conductor	LF	2,799.00	\$2.75	\$7,697.25	\$3.00	\$8,397.00	\$3.08	\$8,620.92	\$4.25	\$11,895.75	\$2.66	\$7,445.34
56	Traffic Signal Cable, 10 Conductor	LF	3,257.00	\$3.50	\$11,399.50	\$4.00	\$13,028.00	\$3.76	\$12,246.32	\$6.50	\$21,170.50	\$3.54	\$11,529.78
23	Traffic Signal Head	UNIT	26.00	\$1,250.00	\$32,500.00	\$2,350.60	\$61,115.60	\$2,248.40	\$58,458.40	\$2,100.00	\$54,600.00	\$1,947.40	\$50,632.40
58	Pedestrian Signal Head	UNIT	12.00	\$1,100.00	\$13,200.00	\$1,200.00	\$14,400.00	\$1,112.10	\$13,345.20	\$1,100.00	\$13,200.00	\$963.75	\$11,565.00
59	Push Button	UNIT	8.00	\$1,200.00	\$9,600.00	\$2,000.00	\$16,000.00	\$1,936.00	\$15,488.00	\$2,500.00	\$20,000.00	\$1,678.97	\$13,431.76
60	Image Detector	UNIT	4.00	\$5,500.00	\$22,000.00	\$7,000.00	\$28,000.00	\$7,876.00	\$31,504.00	\$9,000.00	\$36,000.00	\$5,871.00	\$23,484.00
61	Blank-Out Sign	UNIT	9.00	\$4,500.00	\$40,500.00	\$6,500.00	\$58,500.00	\$6,176.50	\$55,588.50	\$6,000.00	\$54,000.00	\$5,348.90	\$48,140.10
62	Controller Turn-On	UNIT	2.00	\$5,000.00	\$10,000.00	\$4,300.00	\$8,600.00	\$4,070.00	\$8,140.00	\$4,200.00	\$8,400.00	\$3,517.40	\$7,034.80
63	GPS Preemption System	UNIT	2.00	\$15,000.00	\$30,000.00	\$18,000.00	\$36,000.00	\$17,270.00	\$34,540.00	\$18,000.00	\$36,000.00	\$14,927.29	\$29,854.58
64	Traffic Stripes, Long Life Epoxy Resin, 4" Wide	LF	21,292.00	\$1.50	\$31,938.00	\$0.75	\$15,969.00	\$0.72	\$15,330.24	\$1.00	\$21,292.00	\$0.75	\$15,969.00
65	Traffic Stripes, Thermoplastic, 24" Wide	LF	1,798.00	\$10.00	\$17,980.00	\$4.50	\$8,091.00	\$4.29	\$7,713.42	\$5.00	\$8,990.00	\$4.50	\$8,091.00
66	Traffic Marking, Long-Life, Thermoplastic	SF	493.00	\$20.00	\$9,860.00	\$40.00	\$19,720.00	\$38.50	\$18,980.50	\$40.00	\$19,720.00	\$6.00	\$2,958.00
67	Endurablend Polymer Cement Surface, Green	SF	2,880.00	\$20.00	\$57,600.00	\$17.00	\$48,960.00	\$16.50	\$47,520.00	\$18.00	\$51,840.00	\$35.00	\$100,800.00
68	Regulatory and Warning Sign	SF	214.00	\$100.00	\$21,400.00	\$45.00	\$9,630.00	\$44.00	\$9,416.00	\$50.00	\$10,700.00	\$36.00	\$7,704.00
69	Borrow Topsoiling, 4" Thick	SY	882.00	\$5.00	\$4,410.00	\$7.00	\$6,174.00	\$7.00	\$6,174.00	\$6.00	\$5,292.00	\$10.00	\$8,820.00
70	Seeding and Fertilizing, Type G	SY	882.00	\$5.00	\$4,410.00	\$1.20	\$1,058.40	\$2.00	\$1,764.00	\$2.00	\$1,764.00	\$10.00	\$8,820.00
71	Straw Mulching	SY	882.00	\$5.00	\$4,410.00	\$1.20	\$1,058.40	\$2.00	\$1,764.00	\$1.00	\$882.00	\$10.00	\$8,820.00
72	Railroad Protective Liability Insurance	DOL	1.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00

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

FRANCIS W. MULLAN, PE, CME

November 2, 2021

FRANCIS W. MULLAN, PE, CME

DATE _____

NJ Professional Engineer License No. 24GE03828400



YOUR GOALS. OUR MISSION.

3.D.3.c

ASPK-00772

November 8, 2022
(Via email)

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

**Re: City of Asbury Park
NJDOT FY2019 Municipal Aid Project
Memorial Drive Improvements
Recommendation to Award Bid**

Dear Ms. Vieiro:

On Wednesday, November 2, 2022, four (4) bids were received for the above referenced project. This project consists of roadway reconstruction, curb, sidewalk, and drainage, as well as two new traffic signals and sanitary sewer replacement on Memorial Drive, between Asbury Avenue and Sixth Avenue.

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

Lucas Brothers, Inc.	\$ 3,821,821.00
Black Rock Enterprises, LLC	\$ 4,724,186.60
S. Brothers, Inc.	\$ 4,814,740.35
Seacoast Construction Inc.	\$ 4,921,037.54
<i>Engineer's Estimate</i>	<i>\$ 4,096,622.00</i>

The apparent low bidder is Lucas Brothers, Inc. of Morganville, NJ. T&M has worked with Lucas Brothers, Inc. on past projects in the City of Asbury Park and find their work to be acceptable. We have also contacted the apparent low bidder to confirm he is prepared to proceed.

Based upon the above, T&M recommends that the City award the contract to the low bidder, Lucas Brothers, Inc., for the project bid amount of **\$3,821,821.00**.

Award of the contract should be made contingent upon certification of the availability of funds by the CFO, review of the bid package by the City Attorney, and concurrence of award by NJDOT.



Le: Donna M. Vieiro, City Manager

Re: Memorial Drive Improvements
Recommendation to Award Bid

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

Very truly yours,

T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER

On Behalf of:

FRANCIS W. MULLAN, P.E., C.M.E.,
ASBURY PARK CITY ENGINEER

FWM:JDH:jdh

Enclosures

Cc:

Robert Bianchini, Director of Public Facilities and Capital Projects
Tracy Lizardi, City Purchasing Agent
Lisa Esposito, City Clerk (via email)
Frederick C. Raffetto, City Attorney (via email)
JoAnn Boos, CFO (via email)
James Foster, Treasurer (via email)
James Bonanno, Transportation Manager

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Attachment: Vieiro_JDH_Memorial Drive Improvements_Recommendation of Award Letter (2022-464 : Awarding a contract for Improvements to



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 22, 2022
RESOLUTION SUMMARY

2022-465

Resolution awarding a contract to Millennium Communications Group for emergency fiber repairs along Boston Way between Atkins & Sylvan Ave totaling \$9,250.00 utilizing IT funds under NJ State Contract pricing.



RESOLUTION NO. 2022-465

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

RESOLUTION AWARDING OF AN EMERGENCY CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR FIBER REPAIRS ALONG BOSTON WAY

WHEREAS, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for fiber repairs along Boston Way; and

WHEREAS, the declarations of the emergency are on file with the CFO, Director of Purchasing and the City Manager as per the Local Public Contract Law; and

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for fiber repair along Boston Way; and

WHEREAS, price of the project is \$9,250.00 and is attached to this Resolution; and

WHEREAS, pricing is based off of NJ State Contract #T2989/#88740; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in account # 2-01-20-140-000-224 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$9,250.00 for fiber repairs along Boston Way.

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

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

NO. 2022-465 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

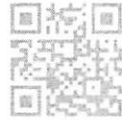
LISA ESPOSITO
CITY CLERK



MILLENNIUM COMMUNICATIONS GROUP INC.

27 years of assisting our customers with customized technology solutions

One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP

Cisco / NASPO NJ-21-TELE-01506

Extreme / NASPO NJ-21-TELE-01518

Federal GSA Schedule 70: #GS-35F-0220R

NJ State Wiring Services Contract #88740 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

TIPS: The Interlocal Purchasing System Contract #'s 191003, 200105, 200203

Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01

November 7th, 2022

Asbury Park Police Department

One Municipal Plaza

Asbury Park, NJ 07712

Attn: Joe Dellaragione

Re: City of Asbury Park; Fiber Repair along Boston Way between Atkins Avenue & Sylvan Avenue.

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide all labor and materials required to complete the following: furnish and install approximately 800' of fiber optic cable to repair damaged cable along Boston Way between Atkins Avenue and Sylvan Avenue. All work will be performed under the New Jersey State Wiring Contract #88740

OSP Fiber Installation (6CT)

- Furnish and install 800 feet of 6 count single mode fiber from existing camera enclosure at Atkins Avenue & Boston Way -utility pole #JC1129 to existing enclosure at Sylvan Avenue & Boston Way.
- Terminate and Test fiber
- Update as-built document

Material Cost: \$1,524.00

Const Labor Cost: \$5,617.00

Splicing Cost: \$2,109.00

Total Lump Sum Proposal: \$9,250.00

Please let me know if you have any question(s).

Sincerely,

Ifye Uwaomah

MCG

973-219-8359

Please review this proposal and indicate your authorization to proceed by signing below and provide MCG with a purchase order for \$9,250.00 at your earliest convenience.

Please feel free to call me to discuss any aspect of this fee proposal.

Very truly yours,

Sincerely

Ifye Uwaomah

11 Melanie Lane, Unit 13 East Hanover, NJ 07936

Phone 1-800-677-1919

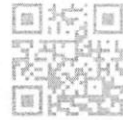
Fax: 913-503-0111

Affirmative Action, Equal Opportunity Employer

Millenniuminc.com



One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE-01506
Extreme / NASPO NJ-21-TELE-01518
Federal GSA Schedule 70: #GS-35F-0220R

NJ State Wiring Services Contract #88740 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers
TIPS: The Interlocal Purchasing System Contract #'s 191003, 200105, 200203

Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01

MCG

Exclusions & Assumptions

- All work is to be completed during normal business hours of 8:00am to 5:00pm unless otherwise specified in proposal.
- Any work done outside of the above hours / scope of work will be charged back to the customer at an overtime or emergency rate to be determined at the time of the job.
- An Environmentally safe location / staging area at or near the site will be provided by others.
- MCG will utilize all existing conduits and traffic poles to mount cameras & wireless radios where possible.
- Any and All power requirements, materials, disconnects, grounding, etc for any and all equipment to be provided by others unless otherwise specified in proposal
- If the customer has a formal review process for the installation of anything specified in the above proposal please bring it to the attention of Millennium Communications prior to the project starting. Once the project has started any changes requested by the customer will need to be in writing and reviewed by the customer and Millennium. A formal change order proposal will then be provided to the customer for review and approval.

Standard Terms & Conditions

NJ Sales tax is not included. Customer to provide appropriate tax exempt certificate. All work to be performed during normal working hours. Access without delay is the responsibility of others. Delays attributable to customer, other trades, etc. may have an impact on project schedule and pricing. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner and in accordance with industry practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control.

This estimate is valid for 30 days. Payment terms are net 30 days from invoice date; materials will be invoiced at start of project, and progress payments for labor will be invoiced commensurate to work accomplished at the end of each month. Owner to carry fire and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event Buyer fails to pay the total purchase price within said 30-day period; Seller shall be entitled to collect an interest charge of the lesser of 1.5 % per month or the maximum amount allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract. Customer signature and Purchase Order are required before work will commence.

Deposit of 35% with Order. (Mobilization & Equipment Ordering)

Tentative scheduling is four to six weeks from receipt of order and subject to change without notice.

11 Melanie Lane, Unit 13 East Hanover, NJ 07936

Phone 1-800-677-1919

Fax: 913-503-0111

Affirmative Action, Equal Opportunity Employer

Millenniuminc.com



MILLENNIUM
COMMUNICATIONS GROUP INC.

27 years of assisting our customers with customized technology solutions

*One Point of Contact
Endless Possibilities.*



Passaic County Co-Op 38PCPP

Cisco / NASPO NJ-21-TELE-01506

Extreme / NASPO NJ-21-TELE-01518

Federal GSA Schedule 70: #GS-35F-0220R

NJ State Wiring Services Contract #88740 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

TIPS: The Interlocal Purchasing System Contract #'s 191003, 200105, 200203

Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01

All drawings, proposals and related documentation are proprietary and will remain the property of Millennium Communications Group Inc., until Final Payment is received-any use or reproduction of same are strictly prohibited.

Permits, fees, Environmental evaluation and inspections are the responsibility of others.

Invoice will be issued for equipment received at customer site or at Millennium Communications Group Inc. warehouse.

Cancelled orders will incur a 30% restocking charge.

Any & All materials/equipment are subject to change based on availability. Any substitute in equipment or material will be of equal quality, function and value.

Delays to the project schedule which are out of the control of Millennium Communications Group Inc. will not be cause for delays in billing per the schedule.

Changes to this contract shall not affect above payment schedule.

All work will be performed by IBEW Teledata technicians during normal business hours. No allowance has been made for restricted work hours.

MCG technicians will ONLY be authorized to perform work that is specifically listed in the above scope of work.

ANY additional work will be done by executing a CHANGE ORDER.

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Please include a copy of your ST-4 tax exempt form.

Signature	Print Name	Title	Date
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Please fax to (973) 503- 0111.

11 Melanie Lane, Unit 13 East Hanover, NJ 07936

Phone 1-800-677-1919

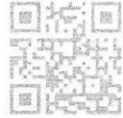
Fax: 913-503-0111

Affirmative Action, Equal Opportunity Employer

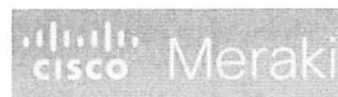
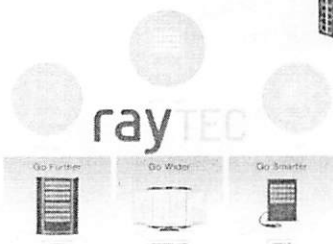
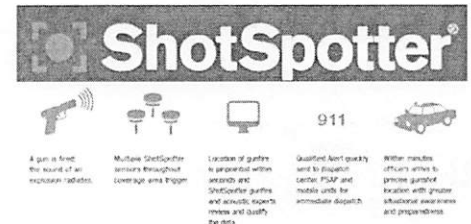
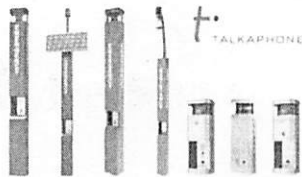
Millenniuminc.com



One Point of Contact.
Endless Possibilities.



Passaic County Co-Op 38PCPP
Cisco / NASPO NJ-21-TELE-01506
Extreme / NASPO NJ-21-TELE-01518
Federal GSA Schedule 70: #GS-35F-0220R
NJ State Wiring Services Contract #88740 / #T2989
PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers
TIPS: The Interlocal Purchasing System Contract #'s 191003, 200105, 200203
s Commission Technology Supplies & Equipment: #HCESC-Cat-22-01





MILLENNIUM
COMMUNICATIONS GROUP INC.

27 years of assisting our customers with customized technology solutions

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Endless Possibilities.



Passaic County Co-Op 38PCPP

Cisco / NASPO NJ-21-TELE-01506

Extreme / NASPO NJ-21-TELE-01518

Federal GSA Schedule 70: #GS-35F-0220R

NJ State Wiring Services Contract #88740 / #T2989

PEPPM: Pennsylvania Educational Purchasing Program for Microcomputers

TIPS: The Interlocal Purchasing System Contract #'s 191003, 200105, 200203

Hunterdon County Educational Services Commission Technology Supplies & Equipment: #HCESC-Cat-22-01



PHILIPS

Professional Display Solutions

MOBILE SURVEILLANCE RIG



Surveillance Gear:
Axis 1722T V3.1
Axis 14 Series PTZ w/ 120° FOV
Efficient Audio

Optional:
Web Camera
HD Video w/ Generator
Light Sensor
LED Light w/ 4700K
Siren

CORNING



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 22, 2022
RESOLUTION SUMMARY

2022-466

Routine transfer of funds for year end.



RESOLUTION NO. 2022-466

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

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS IN THE FISCAL YEAR 2022 BUDGET

WHEREAS, it has been determined that various line items within the 2022 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:

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, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-466 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

2022 Budget Transfers

Current Fund:	From	To
General Administration OE	10,000.00	
Central Functions	15,000.00	
Finance SW	10,000.00	
Finance OE	1,000.00	
Tax Assessor OE	45,000.00	
Data Processing OE	5,000.00	
APTV OE	5,000.00	
Planning Dept. OE	9,000.00	
Engineering OE	5,000.00	
Liability Insurance	10,000.00	
Workers Compensation	50,000.00	
Employee Group Insurance	50,000.00	
Police SW	10,000.00	
Fire SW	5,000.00	
Social Services OE	5,000.00	
Senior Citizens OE	5,000.00	
Recreation SW	20,000.00	
Court SW	5,000.00	
Court OE	15,000.00	
Public Defender	10,000.00	
Construction Code OE	5,000.00	
Telephone	5,000.00	
Social Security	5,000.00	
DCRP	5,000.00	
Planning Board OE		7,000.00
Zoning Board OE		2,000.00
Code Enforcement SW		26,000.00
Recreation OE		20,000.00
Street Lighting		60,000.00
Gasoline		90,000.00
Light,Heat,Power		80,000.00
Fire Hydrant		25,000.00

Attachment: 2022 Budget Transfers (2022-466 : 2022 Budget Transfers)



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 22, 2022
RESOLUTION SUMMARY

2022-467

Resolution authorizing a pilot study to improve sludge thickening and odor control at the Waste Water Treatment Plant in an amount not-to-exceed of \$7,0000 utilizing Sewer funds. The intent is to observe if this equipment can help reduce costs for sludge hauling awhile at the same time reduce odors from the sludge thickening process.



RESOLUTION NO. 2022-467

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

RESOLUTION AUTHORIZING A PILOT STUDY TO IMPROVE SLUDGE THICKENING AND ODOR CONTROL AT THE WASTE WATER TREATMENT PLANT

WHEREAS, the City has a need to implement a pilot study to improve sludge thickening and odor control at the Wastewater Treatment Plant; and

WHEREAS, the City has solicited and obtained two quotes from Orege North America Inc. and USA Blue Book; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this study to Orege North America Inc. in an amount not-to-exceed \$7,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Account 2-07-55-502-000-218. The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of Asbury Park, County of Monmouth, State of New Jersey, authorizes Orege North America Inc. to implement a pilot study to improve sludge thickening and odor control at the Wastewater Treatment Plant in an amount not-to-exceed \$7,000.00.

NOW, THEREFORE, BE IT FURTHER RESOLVED that a copy of this Resolution be provided to the CFO, City Manager, Director of Capital Projects and Public Facilities, Sewer Plant Manager and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-467 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK



DEMONSTRATION AGREEMENT

FOR

“SLG-F” Advanced Thickening Solution

This Demonstration Agreement, dated July 20, 2022, is made by and between **OREGE NORTH AMERICA INC.**, a Delaware corporation, with offices at 100 Chamisa Road, Covington, GA, 30016 (“OREGE”); and **the City of Asbury Park, located at One Municipal Plaza, Asbury Park, NJ 07712** (“Customer”). OREGÉ and Customer are sometimes referred to herein individually as “*Party*” and collectively as “*Parties*”.

BACKGROUND

WHEREAS OREGÉ SA, the parent company of OREGÉ, specializes in the treatment of municipal and industrial effluents (wastewater and sludge) and has developed innovative solutions in this field, among which are some patent-protected technologies, based on specific scientific and technical Intellectual Property Rights.

WHEREAS, OREGÉ SA has filed several patent applications relating to the Process, covered by this Contract, and has licensed that technology to OREGÉ.

WHEREAS OREGÉ’s patented SLG-F® is a proprietary and patented technology designed and built by OREGÉ SA that is used to condition sludge by changing its rheological properties using compressed air and pressure. The change to the sludge’s rheological properties allows for improvements to existing and new sludge dewatering and thickening operations to achieve improved dewatering or thickening performances.

WHEREAS the SLG-F Solution is a proprietary and patented advanced thickening system that conditions and thickens sludge to change its rheological properties utilizing a compressed air stream, velocity changes, and pressure to cause a physical alteration of the sludge matrix to improve the Solid – Liquid separation after flocculation and during thickening. The SLG-F® thickening system includes the VFD controlled feed sludge pump, blower, SLG®, polymer system, degassing, FloSep and VFD controlled cake pump.

WHEREAS the Customer owns and operates the City of Asbury Park Wastewater Treatment plant located at 1700 Kingsley Street (the “WWTP” or “Facility”).

WHEREAS, Customer wishes a demonstration of the patented SLG-F® solution at the Facility.

NOW, THEREFORE, OREGÉ and Customer agree, as follows:

Orege North America Inc. | 100 Chamisa Road | Covington, GA 30016

Asbury Park, NJ
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1) DEMONSTRATION OBLIGATIONS

OREGE agrees to demonstrate the patented SLG-F[®] solution at Customer's Facility.

- a. OREGE will deliver the SLG-F[®] Thickener to Customer's site with capacity of 50 to 70gpm.
- b. OREGE will supply and install all required temporary piping to feed the sludge to the SLG-F[®] Thickener from customer provided points of connection.
- c. OREGE will place the SLG-F[®] in a mutually agreed upon location.
- d. OREGE will provide drawings utilizing Consultant supplied drawings of the facility to depict the Customer Supplied points of connection (POC) and the location of the SLG-F[®] trailer.
- e. OREGE will conduct the Demonstration according to the schedule agreed upon between OREGE and Customer contained herein.

CUSTOMER agrees to the following:

- f. The Demonstration results will be measured against the current thickener Baseline, which will be developed in accordance with the historical information communicated by Consultant and by tests carried out by OREGE during the Demonstration.
- g. Provide historical operations data from gravity thickening system. Sludge samples for Orege analysis.
- h. OREGE will test the Baseline of the existing gravity thickeners before and during the Demonstration period to verify performance improvements.

2) DEMONSTRATION OBJECTIVES

The data collection plan on the specific site and business objectives will be agreed upon prior to commencing the Demonstration. Some of the key benefits OREGE anticipates quantifying include:

- a. **Monetary Savings** – Orege believes savings will be realized by exhibiting an increase in cake dryness after thickening to a range of 6.0 – 10.0% DS; target of 8% along with the ability to pump the material to sludge holding tanks. The thickened sludge will significantly reduce the sludge volume currently being transported for disposal.

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Asbury Park, NJ
Page 3

- b. **Odor Reduction** – The SLG-F Pilot Trailer will include a single connection point from the enclosed system which will allow the tie-in to the existing odor control system such that there is no untreated odorous air emitted. Any reduction of odorous air will be evaluated as a potential benefit.

3) **DEMONSTRATION RESPONSIBILITIES**

Prior to commencing the Demonstration, a planning meeting will be held with the project execution team of both organizations. Current delineation of responsibilities are as follows; however, these responsibilities may be altered by the mutual agreement of Parties.

- a. **OREGE's Responsibilities:** The Demonstration will be led by an OREGE project manager and process engineer. The project manager will coordinate the planning, mobilization, installation and demobilization of the SLG-F® Trailer.

To facilitate the Demonstration, OREGE will provide the following:

- One SLG-F® trailer (with polymer makedown unit, sludge feed pump, sludge feed booster pump, and thickened sludge pump).
- Temporary piping and supports
- Technical support to facilitate installation, commissioning and operation during the demonstration period including:
 - Engineering and Design support
 - Power Supply Connection
- Polymer Selection and 55-gal drum or 7-gallon pails for pilot testing
- Commissioning
- Operation (One process engineer and one technician)
- Lab testing & Analysis
- Compliance with OSHA and Consultant Supplied Site Safety Regulations
- Final Demonstration Report

- b. **Customer Responsibilities:** Customer's Operations Supervisor, Operator and Hauler shall be involved in the planning meeting and will be made available as necessary.

To facilitate the Demonstration, The City of Asbury Park will be responsible for providing the following connections, data, support, and materials:

- 4" Valve and Flange CAMLOCK Feed Sludge Connection
- 1" Valve for Polymer feed
- Electricity: 3-Phase 480V 50A
- Historical Operations data including but not limited to the following:
 - Feed Sludge Concentration
 - Sludge Volumes
 - Sludge Type & Characteristics

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Asbury Park, NJ
Page 4

- Hauling data including operational cost
- If required- thickened sludge hauling
- Site Safety Orientation of OREGÉ Personnel

4. DEMONSTRATION SCHEDULE

The Demonstration is expected to take place over the following timeline. Such timeline will start as follows:

Activity	Timeframe
Equipment Delivery	9/27/22
Setup and Commissioning	9/28 to 9/30
Optimization- Week 1	10/8 to 10/7
Stabilization- Week 2	10/10 to 10/11
Upper Limit Testing- Week 2	10/12 to 10/13
Demobilization	10/14

- Delivery of Equipment: 1 day
- Setup & Commissioning: 1 day
- Full Scale Pilot two weeks 4.5 days per week
- Demobilization: 1 day

Full time operation and optimization including data collection for the Demonstration period will be the responsibility of OREGÉ.

5. PRICING FOR THE DEMONSTRATION

The price for the SLG-F Solution Pilot Demonstration is Seven Thousand Dollars (\$7,000.00). The payment is as follows:

- | | |
|---|-------------------|
| • Mobilization (Due prior to arrival at the Facility) | \$2,000 |
| • SLG-F rental (2-weeks) | \$1,000 |
| • Orege Manpower to operate (2 weeks) | \$2,000 |
| • Polymer and other consumables | Customer Provided |
| • Demobilization | \$2,000 |

SLG-F demonstration pricing shown above does not include sales tax. Payment is due net 30-days from receipt of OREGÉ's invoice.

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6. AVAILABLE COMMERCIAL STRUCTURES

OREGE and Customer have agreed to cooperate and conduct this full-scale demonstration with the goal of collecting operational data to assist Customer in making a decision on the SLG-F® Solution.

This Demonstration is being conducted with no obligation from the Customer or Consultant beyond the Demonstration.

However, in the event the Demonstration is successful and OREGÉ and the Customer agree on the SLG-F® application, Customer may purchase, lease or rent an SLG-F® for its sludge thickening program.

OREGE shall provide Customer with a draft agreement upon request.

7. INDEMNITY AND INSURANCE

- a. OREGÉ SHALL AT ALL TIMES INDEMNIFY, DEFEND AND HOLD CUSTOMER ~~“INDEMNIFIED PARTY”~~ AGAINST AND FROM (1) ANY AND ALL DAMAGES (INCLUDING, WITHOUT LIMITATION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BODILY INJURY (INCLUDING DEATH), PERSONAL INJURY, EVEN IF SOLELY EMOTIONAL IN NATURE, DEATH, DAMAGE TO PROPERTY, FINES, PENALTIES, CORRECTIVE ACTION COSTS), LOSSES, COSTS, EXPENSES (INCLUDING REASONABLE LEGAL COSTS, EXPENSES AND ATTORNEYS’ FEES), OBLIGATIONS AND LIABILITIES INCIDENT TO CLAIMS, DEMANDS OR CAUSES OF ACTION (~~“CLAIMS”~~) THAT ARISE OUT OF, ARE INCIDENT TO OR RESULT FROM THE NEGLIGENCE OF OREGÉ OR ANY BREACH, VIOLATION OR DEFAULT BY OREGÉ OF THIS AGREEMENT, ANY SCOPE OF WORK OR REPRESENTATION OR WARRANTY MADE BY OREGÉ IN THIS AGREEMENT, (II) ANY LIEN, SECURITY INTEREST, CLAIM OR ENCUMBRANCE IN FAVOR OF ANY PERSON OR ENTITY BY REASON OF HAVING PROVIDED LABOR, MATERIALS OR EQUIPMENT, RELATING TO THE SERVICES, NOTWITHSTANDING THE FOREGOING, OREGÉ SHALL HAVE NO DUTY TO INDEMNIFY CUSTOMER OR ENCUMBRANCES ARISING OUT OF COMPANY’S FAILURE TO PAY OREGÉ IN ACCORDANCE WITH THIS AGREEMENT.

Asbury Park, NJ
Page 6

- b. OREGÉ shall procure and maintain at its own expense insurance of the kinds and in amounts as set forth below. Before commencing services, OREGÉ shall furnish to the Customer certificates showing compliance with these requirements and naming ENGenuity, Customer and Consultant as additional insureds for coverages in 1, 2 and 3. OREGÉ shall not cancel or non-renew any such insurance coverage without thirty days' prior written notice (ten days for non-payment) to the Customer. The insurance coverage provided by OREGÉ shall be primary and include a waiver of subrogation in favor of the additional insureds.

1. Commercial General Liability

Each Occurrence \$1,000,000
General Aggregate
\$2,000,000

Property Damage Liability is included within the Commercial General Liability limits

2. Commercial Automobile Liability (Including non-owned and hired)

Combined Single Limit
\$1,000,000

3. Excess Liability – Follow Form

Each Occurrence and General
Aggregate \$4,000,000

4. Worker's Compensation and Employer's Liability

Worker's Compensation: As
required by Law
Employer's Liability
\$1,000,000 Bodily Injury By
Accident – Each Accident /
\$1,000,000 Bodily Injury
By Disease / \$1,000,000
Bodily Injury By Disease
Policy Limit

8. LIMITED LIABILITY

In this demonstration, neither Customer or OREGÉ shall be liable to the other for special, punitive, indirect, incidental or consequential damages arising from or related to the SLG-F®Solution.

9. CONFIDENTIALITY

Customer and Consultant agrees that all information transferred by OREGÉ with respect to the SLG-F Solution is strictly confidential ("*Confidential Information*") and shall not

Orege North America Inc. | 100 Chamisa Road | Covington, GA 30016

Asbury Park, NJ
Page 7

be used, in all or in part, for any purpose other than within the framework of the SLG®-F Demonstration project, that communication of Confidential Information by Consultant or its affiliates or subcontractors, except as required by law, in any form, to a third party is prohibited, and that these confidentiality obligations survive the termination of the relationship between Consultant and OREGÉ. for the latter of a period of five years following (i) the end of the relationship between the parties; or (ii) the date discussions between the parties end.

Customer recognizes that any disclosure or partial disclosure of Confidential Information without obtaining express approval in writing beforehand from OREGÉ, or any use of said information for purposes other than those specified in the preceding paragraph, would seriously harm the interests of OREGÉ. Consequently, Consultant agrees that it will disclose the Confidential Information only to Engenuity, the Customer, and Consultant's personnel, affiliates and subcontractors who need to know it to perform their duties.

Customer also undertakes to (a) immediately inform OREGÉ of all and any breaches of the Confidential Information obligations under this section of which Consultant becomes aware, and furnish all reasonable assistance in minimizing and limiting the effects of such a breach, (b) return or destroy any materials or documents, including all electronic elements, that have been furnished by OREGÉ, accompanied by all copies of such documentation, within ten (10) days after (i) the relationship with OREGÉ expires, or is terminated, or (ii) the written request of OREGÉ (except where required by law and/or the Customer to conserve such materials or documents).

Notwithstanding anything to the contrary, the Parties understand that the destruction of email or electronic media presents technological challenges, therefore the Customer shall use its commercially reasonable efforts to locate and delete any and all Confidential Information sent, received, save or archived; provided that copies of any electronic file which is automatically archived as part of the Customer's normal course of business backup procedures or held in accordance with the Customer's retention policy may be retained and remains subject to the terms of this Agreement.

These obligations of confidentiality do not apply if the Party having received the information provides proof that:

- a) The information, at the time that it was provided, was already in its possession or accessible to the public in a manner that was not in violation of any confidentiality obligation,
- b) When it was provided, the information was received lawfully from a third party and was not covered by a non-disclosure agreement,
- c) The information was developed by it before it was provided, or
- d) The information must be provided to competent regulatory or judicial authorities, following a justified request from them; provided, however, that prompt written

Orege North America Inc. | 100 Chamisa Road | Covington, GA 30016

Asbury Park, NJ
Page 8

notice of such requirement is made to OREGÉ and the disclosure is limited to the minimum extent required by law.

10. INTELLECTUAL PROPERTY

To protect OREGÉ's intellectual property, Customer agrees: (1) not to open the SLG-F[®] without prior, written permission of OREGÉ, (2) to only permit access to the SLG-F[®] Solution to Customer's and/or its own personnel and subcontractors for needs that are strictly limited to the operation of the SLG-F[®] Solution in accordance with the user manual and OREGÉ instructions, and (3) that OREGÉ shall have the right to affix a plate or other marking to indicate that the SLG-F[®] indicating OREGÉ exclusive intellectual property rights.

All know-how or improvements to the SLG-F[®] Solution belong or will belong exclusively to OREGÉ SA, parent company of OREGÉ. Customer agrees that it will not reverse engineer or copy the SLG-F[®] Solution, and that the purchase of the SLG-F[®] Solution will not be deemed as the transfer of any intellectual property rights. OREGÉ SA will be solely free to protect and exploit the improvements to the SLG-F[®] Solution. As may be needed, Customer agrees to transfer to OREGÉ or OREGÉ SA, if necessary, any rights that it could come to hold over any intellectual property, documents, or improvements to the SLG-F[®] Solution. In addition, Customer undertakes not to file for any patent application, license or any other intellectual property right, based on the SLG-F[®] Solution or any improvements arising from or connected to the SLG-F[®] Solution, or claim any intellectual property rights over the SLG-F[®] Solution or its improvements or assist any third party with respect to any of the foregoing. Customer also agrees not to challenge the validity or enforceability of the patents and/or patent applications held or filed by OREGÉ SA related to the SLG-F[®] Solution, in front of any Courts or Patent Offices, nor to impede or otherwise attempt to prevent OREGÉ SA from filing any patent application relating to or arising from the SLG-F[®] Solution. Each Party agrees that it has no right or interest in the other Party's prior knowledge.

All obligations related to the Confidential Information and to the Intellectual Property Rights are binding and shall survive for a period of ten years as from the conclusion of this contract.

11. MISCELLANEOUS

- a. **Contract based on Information Provided by Customer.** OREGÉ has tailored this demonstration agreement based on the information communicated by Consultant, and such information may need to be verified and completed by site visits to the WWTP by OREGÉ. As a result, this contract may be adapted accordingly.
- b. **Governing Law, Venue, Jurisdiction; Waiver of Jury Trial:** This Agreement, and all claims and controversies arising hereunder, including

Orege North America Inc. | 100 Chamisa Road | Covington, GA 30016

claims for breach of contract and related causes of action, shall be governed by the laws of the State of New Jersey without reference to its choice of law principles. Each Party irrevocably submits to the sole and exclusive jurisdiction and venue of the state and Federal courts of New Jersey. EACH PARTY HERETO HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT.

- c. **Independent Contractor:** OREGÉ shall be deemed an independent contractor and OREGÉ and Customer agree that OREGÉ and Customer have not and shall not hold itself out as, nor shall either be deemed to be, an agent of the other Party.
- d. **Force Majeure:** Either Party shall be excused from performance under the Agreement while and to the extent that such performance is prevented by an act of God, war or war condition, riot, civil disorder, acts of terrorism, government regulation, embargo, fire, pandemic, flood, severe weather, accident or any other casualty beyond the commercially reasonable control of such Party. Causes beyond the commercially reasonable control by either Party hereto shall not include labor strikes, planned outages, delay of carriers, events that are merely commercially impracticable or other matters that are not clearly acts of God. In the event such inability of one Party to perform shall continue for a period of thirty (30) days, the non-hindered Party shall have the right to terminate the Agreement upon written notice.
- e. **Assignments:** OREGÉ shall not assign, convey or transfer this Agreement or any interest herein (by contract or by operation of law), or sublicense or assign any rights or obligations hereunder, or delegate or subcontract performance of any obligations hereunder, in whole or in part, to any third party or parties, without the prior written consent of Customer which shall not be unreasonably withheld.
- f. **Severability:** If any provision of this Agreement is held invalid or unenforceable, it shall be so held to the minimum extent required by law and all other provisions shall remain valid and enforceable.
- g. **Notices:** All notices required by this Agreement shall be in writing and shall be deemed given as of the date received, and shall be personally delivered or sent either by registered or certified mail, return receipt requested, or by nationally recognized overnight courier, addressed to the parties at the following addresses:

If to Customer:
City of Asbury Park

If to OREGÉ:
Orege North America Inc.

Orege North America Inc. | 100 Chamisa Road | Covington, GA 30016

Asbury Park, NJ
Page 10

1 Municipal Plaza
Asbury Park, NJ 07712
Attn: Christine Ballard

100 Chamisa Road
Covington, GA, 30016
Attn: Eddie Johnson

Formatted: Highlight

With a copy to:

With a copy to:

Alvin Thomas
GC Consulting Solutions, PLLC
3333 Allen Parkway, Ste. 2601
Houston, TX 77019

Either Party hereto may from time to time change its address for notification purposes by giving the other prior written notice of the new address and the date upon which it will become effective.

- h. **Counterparts:** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.
- i. **Attorney's Fees:** In the event of any action or proceeding brought by either Party against the other under this Agreement, the prevailing Party will be entitled to recover reasonable costs and expenses, including court costs and reasonably attorneys' fees.
- j. **No Waiver; Remedies Cumulative:** No delay or omission by either Party hereto in exercising any right or power hereunder will impair such right or power or be construed to be a waiver thereof. A waiver by either Party hereto of any of the covenants to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained. Except as otherwise specifically provided in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other rights or remedies available to either Party hereunder, at law, in equity or otherwise.
- k. **Survival:** Provisions of this Agreement which by their nature should apply beyond their terms will remain in full force after the end of the business relationship of the parties including, but not limited to, the following provisions: Confidentiality, Governing Law, Severability, Independent Contractor, Assignments and Survival.

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Attachment: QUOTES FOR PILOT STUDY AT WWTP (2022-467 : Authoring a Pilot Study to Improve Sludge Thickening & Ordor Control at the

Asbury Park, NJ
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1. **Entire Agreement:** This Agreement (including all exhibits hereto) sets forth the entire understanding and agreement between the parties with reference to the subject matter hereof and supersede all previous agreements or negotiations related to the subject matter hereof. This Agreement may not be altered, amended or otherwise modified except by an amendment in the form of a written document signed by the parties, except as otherwise outlined in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CUSTOMER: The City of Asbury Park

OREGE: OREGE NORTH AMERICA INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Orege North America Inc. | 100 Chamisa Road | Covington, GA 30016

Tracy Lizardi

From: Rudy Corona
Sent: Wednesday, February 16, 2022 1:00 PM
To: JoAnn Boos; Tracy Lizardi
Subject: Second quote (request) Evoqua Project

Rudolph J Corona Superintendent
 City of Asbury Park Wastewater Treatment
 1700 Kingsley Street Asbury Park NJ 07712
 732-774-5131 Plant (leave message)
 732-921-1074 Mobile
 732-502-0961 Fax

From: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Sent: Tuesday, February 15, 2022 1:01 PM
To: Gahan, Cindy S <Cindy.Gahan@usabluebook.com>
Subject: Re: [EXTERNAL] RE: Message from KM_4750i

Okay, yes it's a demo/study. Thanks anyway I appreciate you getting back to me.
 Best, Rudy

Rudolph J Corona Superintendent
 City of Asbury Park Wastewater Treatment
 1700 Kingsley Street Asbury Park NJ 07712
 732-774-5131 Plant (leave message)
 732-921-1074 Mobile
 732-502-0961 Fax

From: Gahan, Cindy S <Cindy.Gahan@usabluebook.com>
Sent: Tuesday, February 15, 2022 9:34 AM
To: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Subject: [EXTERNAL] RE: Message from KM_4750i

Hi Rudy,

I appreciate the opportunity. A few questions, what type of spill containment are you looking for? Can we get a little more information on the skid as well? What brand of chemical feed pumps and what spec of eyewash station? In addition, the paperwork looks to be a demo request that Evoqua is looking to do for you? We can quote the equipment but the demo/study is something we unfortunately cannot quote on.

Thank you!

Cindy Gahan
 Account Manager

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 Office: 847-689-3000 ext.75113
 Fax 855-312-2656
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This message is for intended addressee(s) only and may contain confidential, proprietary or privileged information, exempt from disclosure, and subject to terms at <http://www.usabluebook.com/email>

From: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Sent: Monday, February 14, 2022 7:04 AM
To: Gahan, Cindy S <Cindy.Gahan@usabluebook.com>
Subject: [EXT] Fw: Message from KM_4750i

Can USA BB quote on this?
 Thanks----Rudy

Rudolph J Corona Superintendent
 City of Asbury Park Wastewater Treatment
 1700 Kingsley Street Asbury Park NJ 07712
 732-774-5131 Plant (leave message)
 732-921-1074 Mobile
 732-502-0961 Fax

From: donotreply@cityofasburypark.com <donotreply@cityofasburypark.com>
Sent: Monday, February 14, 2022 6:17 AM
To: Rudy Corona <Rudy.Corona@cityofasburypark.com>
Subject: Message from KM_4750i



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 22, 2022
RESOLUTION SUMMARY

2022-468

Resolution Authorizing the City's participation in the MCIA Pooled Financing.



RESOLUTION NO. 2022-468

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

RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF NOT TO EXCEED \$2,157,000 GENERAL OBLIGATION BONDS OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF SUCH BONDS AND PROVIDING FOR THE SALE OF SUCH BONDS TO THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY PURSUANT TO THE GOVERNMENTAL POOLED LOAN PROGRAM

WHEREAS, the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey, has determined that there exists a need within the City to permanently finance the costs of various capital improvements throughout the City (the "Project"); and

WHEREAS, the City Council has duly adopted various bond ordinances (the "Ordinances") to appropriate moneys and authorize the issuance of bonds or bond anticipation notes to undertake the Project; and

WHEREAS, the City has determined to finance the Project with the proceeds of a loan (the "Loan") to be made to the City by the Monmouth County Improvement Authority (the "MCIA") in connection with the Governmental Pooled Loan Program (the "Program"); and

WHEREAS, in order for the City to receive the Loan from the MCIA, it is necessary to combine the bonds authorized under said Ordinances into one consolidated issue of general obligation bonds in the aggregate principal amount of not to exceed \$2,157,000 (to be issued in one or more separate series aggregating said amount, including but not limited to, \$357,000 not to exceed General Improvement Bonds (the "General Improvement Bonds") and \$1,800,000 not to exceed Transportation Utility Bonds (the "Transportation Utility Bonds" and together with the General Improvement Bonds, the "Bonds"), pursuant to the provisions of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"); and

WHEREAS, to evidence the Loan, the MCIA also requires the City to authorize, execute, attest and deliver the Bonds in accordance with the provisions hereof and pursuant to the terms of the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law") and other applicable law; and

WHEREAS, section 27(a)(2) of the Local Bond Law allows for the sale of the Bonds to the MCIA without any public offering, all under the terms and conditions set forth herein and in a Bond Purchase Agreement by and between the City and the MCIA to be dated as of the date of the sale of such Bonds.

NOW THEREFORE, BE IT RESOLVED BY A TWO-THIRDS VOTE OF THE FULL MEMBERSHIP OF THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, as follows:

Section 1. Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the Bonds of the City, authorized pursuant to the bond ordinances of the City heretofore adopted and described in Section 2 hereof, shall be combined into a single issue of General Obligation Bonds in the aggregate principal amount of not to exceed \$2,157,000, to be issued in one or more separate series aggregating said amount, including but not limited to, \$357,000 not to exceed General Improvement Bonds and \$1,800,000 not to exceed Transportation Utility Bonds.

Section 2. The principal amount of bonds authorized by each ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Bonds described by reference to the ordinance number, description and date of final adoption, amount of issue and average period of usefulness determined in each of the bond ordinances are respectively as follows:

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>	<u>Not To Exceed Amount of Issue</u>	<u>Useful Life</u>
2016-40	Various Communication System Improvements, Finally Adopted 10/26/2016	\$152,000	10.00 years
2017-02	Various General Capital Improvements, Finally Adopted 3/8/2017	\$205,000	15.77 years
2020-24	Various Improvements to Bond Street (A Transportation Utility Improvement), Finally Adopted 9/9/2020	\$1,800,000	20.00 years
	TOTAL NOT TO EXCEED BONDS	\$2,157,000	

Section 3. The following matters are hereby determined with respect to the combined issue of Bonds:

(a) The average period of usefulness, computed on the basis of the respective amounts of Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods of usefulness therein determined, is 18.89 years and the General Improvement

Bonds useful life shall not exceed 13.31 years and the Transportation Utility Bonds useful life shall not exceed 20.00 years.

(b) The Bonds of the combined issue shall be designated “General Obligation Bonds” and/or “General Improvement Bonds” and/or “Transportation Utility Bonds” (or such other designation if such Bonds are issued in one or more separate series) and shall mature within the average period of usefulness hereinabove determined.

(c) The Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law that are applicable to the sale and issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) None of the Bonds described in Section 2 hereof have been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded heretofore and now remain in full force and effect as authorizations for the respective amounts of bonds set opposite the descriptions of the bond ordinances set forth in Section 2 hereof.

(b) The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and some of such improvements or purposes, if applicable and permitted by law, a deduction may be taken in any annual or supplemental debt statement.

Section 5. In accordance with the provisions of N.J.S.A. 40A:2-27(a)(2), the City hereby sells and awards the Bonds to the MCIA in accordance with the provisions hereof and in accordance with the terms of a Bond Purchase Agreement by and between the City and the MCIA (the “Bond Purchase Agreement”). The Mayor of the City (the “Mayor”) or the Chief Financial Officer of the City (the “Chief Financial Officer”) are each hereby authorized and directed on behalf of the City, in consultation with Bond Counsel (as hereinafter defined), to negotiate the terms of such Bond Purchase Agreement, to be dated the date of sale of the Bonds, to approve the terms of aforesaid Bond Purchase Agreement and to execute and deliver said Bond Purchase Agreement to the MCIA. The Bonds have been referred to and described in the Ordinances being finally adopted at duly called and held meetings of the City Council and published as required by law and which Ordinances were combined for purposes of sale pursuant to this resolution, all pursuant to terms of the Local Bond Law and other applicable law.

Section 6. The Chief Financial Officer of the City is hereby authorized and directed to determine, in accordance with the Local Bond Law and pursuant to the terms and conditions established by the MCIA and the terms and conditions hereof and set forth in the Bond Purchase Agreement, the following items with respect to the Bonds, except those terms and conditions which are set forth in the Bond Purchase Agreement:

(a) The aggregate principal amount of the Bonds to be issued, provided that the total amount of Bonds issued shall not exceed the aggregate principal

amount of \$2,157,000 (which may be issued in one or more separate series aggregating said amount);

- (b) The maturity and principal installments of the Bonds, which maturity shall not exceed 13.31 years for the General Improvement Bonds and shall not exceed 20.00 years for the Transportation Utility Bonds;
- (c) The date of the Bonds;
- (d) The interest rates of the Bonds;
- (e) The purchase price of the Bonds; and
- (f) The terms and conditions under which the Bonds shall be subject to redemption prior to their stated maturities.

Section 7. Any determination made by the Chief Financial Officer pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Bonds by the parties authorized under Section 8(c) hereof.

Section 8. The City Council hereby determines that certain terms of the Bonds shall be as follows:

- (a) The Bonds shall be issued in a single denomination and shall be numbered GO-1 and/or GI-1 and/or TU-1 (or such other designation if such Bonds are issued in one or more separate series);
- (b) The Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to both principal and interest in lawful money of the United States of America; and
- (c) The Bonds shall be executed by the manual or facsimile signatures of the Mayor of the City and the Chief Financial Officer under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested by the manual signature of the Clerk of the City (the “City Clerk”).

Section 9. The Bonds shall be in the form set forth in Exhibit A attached hereto with such additions, deletions and omissions as may be necessary for the City to comply with the requirements of the Program, upon the advice of Bond Counsel to the City (as defined herein).

Section 10. The law firm of Archer & Greiner P.C., Red Bank, New Jersey, Bond Counsel to the City (“Bond Counsel”), the City Municipal Advisor, the City Attorney and the City Auditor are each hereby authorized and directed to perform all actions necessary to consummate the issuance of the Bonds and the Project for which the Bonds are issued, including but not limited to, drafting and arranging for the printing and execution of the Bonds and all applicable documentation necessary to memorialize and consummate the issuance of the Bonds and the undertaking of the

Project, preparing all necessary financial information and conducting all necessary studies, searches and analysis in connection with the issuance of the Bonds and the undertaking of the Project. The Mayor, the Chief Financial Officer, the City Clerk, the City Attorney and any other City representative (including Bond Counsel, the City Municipal Advisor or the City Auditor) are each hereby authorized and directed to execute and deliver any certificates necessary or desirable in connection with the financial and other information.

Section 11. The Mayor, the Chief Financial Officer, the City Clerk and any other City representative, are each hereby authorized and directed to (i) execute any certificates or documents necessary or desirable in connection with the sale of the Bonds, including the Bond Purchase Agreement, or the undertaking of the Project and each are hereby further authorized and directed to deliver same to the MCIA upon delivery of the Bonds and the receipt of payment therefor or in accordance with the Program and (ii) perform such other actions as they deem necessary, desirable or convenient, in consultation with Bond Counsel, in relation to the execution and delivery thereof.

Section 12. Upon the adoption hereof, the City Clerk shall forward certified copies of this resolution: via email, to (i) John Draikiwicz, Bond Counsel to the MCIA at JDraikiwicz@gibbonslaw.com, and (ii) John M. Cantalupo, Esq., of Archer & Greiner P.C., Red Bank, New Jersey, Bond Counsel to the City, at jcantalupo@archerlaw.com.

Section 13. This resolution shall take effect immediately.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-468 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

EXHIBIT A

**UNITED STATES OF AMERICA
CITY OF ASBURY PARK
IN THE COUNTY OF MONMOUTH
STATE OF NEW JERSEY**

[GENERAL IMPROVEMENT BOND][TRANSPORTATION UTILITY BOND]

NUMBER GO-_____

DATE OF ORIGINAL ISSUE: _____, 202__

REGISTERED OWNER: Monmouth County Improvement Authority

PRINCIPAL SUM: _____ Dollars
(\$_____)

THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, a body politic and corporate of the State of New Jersey (the "City"), hereby acknowledges itself indebted and for value received promises to pay to the order of the Monmouth County Improvement Authority (the "Authority"), c/o U.S. Bank National Association, (the "Trustee"), Account Number _____, the Principal Sum specified above payable in the amounts and on the dates specified and set forth on Schedule A attached hereto and by this reference made a part hereof, and to pay interest on such sum from the Date of Original Issue of this Bond until payment in full at the interest rates per annum and in the amounts and dates specified and set forth on Schedule A attached hereto and by this reference made a part hereof. Interest is payable to the Authority at the corporate trust office of the Trustee five Business Days prior to each _____ and _____, commencing _____, 202__, in an amount equal to the interest accruing to each such _____ and _____. This Bond as to principal will be payable five Business Days prior to the due date therefor at the corporate trust office of the Trustee. Upon the occurrence of an event of default by the Authority under the bond resolution adopted by the Authority on _____, 2022 (as the

same may be supplemented and amended, the "Resolution") which event of default is directly attributable to a default hereunder or to a default by the City under its Bond Purchase Agreement with the Authority relating to the Authority's purchase of this Bond, or in the event of default in any payments of principal of or interest on this Bond, the Trustee may by notice to the Chief Financial Officer of the City at One Municipal Plaza, Asbury Park, New Jersey 07712, accelerate the principal amount of this Bond all as provided in the Resolution. Amounts not paid when due hereunder shall bear interest at the Late Payment Rate until paid. This Bond shall be prepayable as set forth in Section 1303 of the Resolution.

Both principal of and interest on this Bond is payable in lawful money of the United States of America and in immediately available funds.

As used herein, "Business Day" shall mean any day that is not a Saturday, a Sunday or a legal holiday in the State of New Jersey or the State of New York or a day on which the Trustee is legally authorized to close. "Late Payment Rate" shall mean a rate per annum equal to the lower of (i) the greater of (a) three percent above the interest rate that JPMorgan Chase publicly announces from time to time as its prime lending rate, such interest rate to change on the effective date of each announced change in such rate, and (b) the rate then payable on this bond, and (ii) the maximum interest rate allowed by law.

This Bond is one of an authorized issue of bonds and is issued pursuant to the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), and is one of the General Obligation Bonds referred to in and issued pursuant to a resolution duly adopted by the City Council on November 22, 2022 entitled,

"RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF NOT TO EXCEED \$2,157,000 GENERAL OBLIGATION BONDS OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF SUCH BONDS AND PROVIDING FOR THE SALE OF SUCH BONDS TO THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY PURSUANT TO THE GOVERNMENTAL POOLED LOAN PROGRAM" and the various bond ordinances referred to therein, all finally adopted, approved and published as required by law.

The full faith and credit of the City are hereby irrevocably pledged for the punctual payment of the principal of and the interest on, and all other amounts due under, this Bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that this Bond, together with all other indebtedness of the City, is within every debt and other limit prescribed by such Constitution or statutes.

The City agrees to pay (i) all costs and expenses, including legal fees, in connection with the administration and enforcement of this Bond, and (ii) its share of the amounts payable pursuant to Section [9(vi)(C)] of the Bond Purchase Agreement between the City and the Authority.

IN WITNESS WHEREOF, the City of Asbury Park, in the County of Monmouth, State of New Jersey has caused this Bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this Bond and the seal to be attested to by the manual signature of the its Clerk, and this Bond to be dated the Date of Original Issue as specified above.

CITY OF ASBURY PARK,
IN THE COUNTY OF MONMOUTH,
STATE OF NEW JERSEY

ATTEST:

(SEAL)

JOHN B. MOOR,
Mayor

LISA ESPOSITO,
Clerk

JOANN BOOS,
Chief Financial Officer

ASSIGNMENT

FOR VALUE RECEIVED _____ hereby sells, assigns and transfers unto _____ (Please Print or Type Name and Address of Assignee) the within Bond and irrevocably appoints _____ as Attorney to transfer this Bond on the registration books of the _____ with full power of substitution and revocation.

NOTICE

The signature of this assignment must correspond with the name as it appears on the face of the within Bond in every particular.

Dated:

Signature of Guarantee:

SCHEDULE A

CITY OF ASBURY PARK
IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY

[GENERAL OBLIGATION BOND] [GENERAL IMPROVEMENT BOND]
[TRANSPORTATION UTILITY BOND]

Schedule of Principal and Interest Payments

SEE ATTACHED SCHEDULE

CERTIFICATION

I, LISA ESPOSITO, Clerk of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"), DO HEREBY CERTIFY that the annexed resolution entitled "RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN ISSUES OF NOT TO EXCEED \$2,157,000 GENERAL OBLIGATION BONDS OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, DETERMINING THE FORM AND OTHER DETAILS OF SUCH BONDS AND PROVIDING FOR THE SALE OF SUCH BONDS TO THE MONMOUTH COUNTY IMPROVEMENT AUTHORITY PURSUANT TO THE GOVERNMENTAL POOLED LOAN PROGRAM", is a copy of a resolution which was duly adopted by the City Council at a meeting duly called and held on November 22, 2022 in full compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to within and aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City this _____ day of _____, 2022.

(SEAL)

LISA ESPOSITO,
Clerk of the City of Asbury Park



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 22, 2022
RESOLUTION SUMMARY

2022-469

Amendment to original SDA - new entity name and percentages of ownership in entity. Project remains unchanged.



RESOLUTION NO. 2022-469

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

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF ASBURY PARK
AUTHORIZING THE CITY OF ASBURY PARK TO ENTER INTO A SUBSEQUENT
REDEVELOPER AGREEMENT WITH ASBURY PARTNERS, LLC AND 202/204 7TH
AVENUE URBAN RENEWAL, LLC REGARDING RESIDENTIAL DEVELOPMENT
ON BLOCK 4201, LOTS 3 AND 4 TO SUPERSEDE A PRIOR SUBSEQUENT
DEVELOPER AGREEMENT BY AND AMONG THE CITY OF ASBURY PARK,
ASBURY PARTNERS, LLC AND 202 SEVENTH AVENUE, LLC**

WHEREAS, the *New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq.* (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City of Asbury Park (the “**City**”) has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a “block-by-block” basis; and

WHEREAS, pursuant to the Act, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and Asbury Partners LLC (the “**Master Developer**”) entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be

responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may undertake itself, or through agreements with selected subsequent developers on a “block- by-block” basis; and

WHEREAS, in 2018, the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together with any subsequent amendment shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the respective responsibilities of the City and Master Developer with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, 202/204 7th Avenue Urban Renewal, LLC, then known as 202 Seventh Avenue LLC (the “**Entity**”), previously submitted to the Master Developer and the City a subsequent developer application (the “**Original Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to demolish an existing commercial building (“**Demolition**”) and to develop a five-story building containing 14 condominium units (the “**Units**”), a parking garage with 23 spaces, and a rooftop deck, subject to approval by the City’s Planning Board (“**Planning Board Approval**”) on property identified as Block 4201, Lots 3 and 4 on the tax maps of the City and located at 202-204 Seventh Avenue within the Redevelopment Area (the “**Project Site**” or “**Property**”), all in accordance with all governmental approvals (“**Project Description**”); and

WHEREAS, after review of the proposed project by the Director of Planning and Redevelopment, the Technical Review Committee (“**TRC**”) and the City Administration, certain comments and suggestions had been made regarding the Original Application in order to include certain additional features within the project; and

WHEREAS, thereafter, the City, Master Developer and the Entity, by Resolution of the City Council of the City of Asbury Park (“**City Council**”), entered into a Subsequent Developer Agreement dated March 29, 2021 (“**Original SDA**”), a full and complete copy of which is on file at City Hall; and

WHEREAS, as a result of the comments and suggestions offered by the TRC and others as referenced above, the Entity had agreed to revise the Project Description as it was set forth in the Original Application and the Entity agreed to instead develop the project as more fully set

forth in an exhibit which was attached to the Original SDA and in the revised Project Description attached thereto (the “**Project**”); and

WHEREAS, by Resolution of the Planning Board adopted on July 26, 2021, the Project obtained Preliminary and Final Site Plan Approval and certain bulk variances and design waivers; and

WHEREAS, additionally, although the Demolition had been completed, certain significant timeframes within the Original SDA had not been met; and

WHEREAS, the Original SDA required that *various* conditions be met, including 202 LLC’s acquisition of “*all* Governmental Approvals” (as that term is defined in the Original SDA) by March 29, 2022 (i.e. 1 year from the Effective Date of the Original SDA) and in the event that each such condition was not met, the Original SDA would automatically terminate; and

WHEREAS, as a result, the City has deemed the Original SDA to be terminated; and

WHEREAS, since then, an updated/restated application has been submitted to the Master Developer and the City, seeking to have the Entity, which had changed its name and qualified as a URE after submitting the Original Application, designated as the Subsequent Developer and setting forth the intention of the Entity to develop the Project on the Project Site, and also recognizing that since the date of the Original SDA, (i) the Demolition has been completed and (ii) the Planning Board Approval for the Project has been obtained (the “**New Application**”); and

WHEREAS, pursuant to Article 3A of the Redeveloper Agreement, as amended, the Master Developer and the City have reviewed the New Application and determined/confirmed that the Project is in compliance with and effectuates the goals of the Redevelopment Plan, and that Entity possesses the experience, capability, and financial capacity to complete the Project; and

WHEREAS, the Parties now wish to enter into the new Subsequent Developer Agreement attached hereto as Exhibit A (the “**New SDA**”) to fully supersede and replace the Original SDA in order to set forth the obligations of the Parties with respect to the construction and implementation of the Project upon the Project Site; and

WHEREAS, the City Council approves of the Project and this new SDA, recognizes that the Project has previously been evaluated by the TRC and that the TRC’s comments have been incorporated into the Project Description attached to the New SDA, and that the Project has previously obtained Planning Board Approvals.

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

Section 1. Recitals. The recitals hereto are fully incorporated herein.

Section 2. Designation of 202/204 7th Avenue Urban Renewal, LLC as Subsequent Developer. Upon execution of the New Subsequent Developer Agreement, 202/204

7th Avenue Urban Renewal, LLC will be designated as the Subsequent Developer of the Property identified as Block 4201, Lots 3 and 4 on the tax maps of the City of Asbury Park and said designation shall supersede and replace the prior designation of 202 Seventh Avenue LLC as the subsequent developer for the Property.

Section 3. Approval of the New Subsequent Developer Agreement. The New Subsequent Developer Agreement in substantially the form attached hereto as Exhibit A is hereby approved and same shall supersede and replace the Old SDA referenced herein.

Section 4. Execution of the New Subsequent Developer Agreement. The Mayor of the City of Asbury Park, in the County of Monmouth (the “**Mayor**” and together with the City Manager and Chief Financial Officer of the City, an “**Authorized Officer**”) is hereby authorized and directed, upon satisfaction of all the legal conditions precedent to the execution and delivery by the City of the New Subsequent Developer Agreement as determined by the Authorized Officers in consultation with counsel to the City, to execute the New Subsequent Developer Agreement in the form attached hereto as Exhibit A and with such changes, insertions and omissions thereto as the Mayor, after consultation with counsel to the City, deems in the Mayor’s sole discretion to be necessary or desirable for the execution thereof, which authorization thereof shall conclusively evidence the Mayor’s consent to any such changes thereto.

Section 5. Attestation and Sealing of the New Subsequent Developer Agreement. The Clerk of the City is hereby authorized and directed, upon the execution of the New Subsequent Developer Agreement in accordance with the terms of Section 3 hereof, to attest to the signature of the Mayor upon such document and is hereby further authorized and directed thereupon to affix the corporate seal of the City upon such document.

Section 6. Implementation of the New Subsequent Developer Agreement. Upon the execution and attestation and placing of the seal on the New Subsequent Developer Agreement as contemplated by Sections 3 and 4 hereof, the Authorized Officers are hereby authorized and directed to (i) deliver the fully executed, attested and sealed document to the other parties thereto and (ii) perform such other actions as the Authorized Officers deem necessary or desirable in relation to the execution and delivery of the New Subsequent Developer Agreement.

Section 7. Effective Date. This Resolution shall take effect immediately.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-469 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK

Exhibit A (to the Resolution)
Form of New Subsequent Developer Agreement

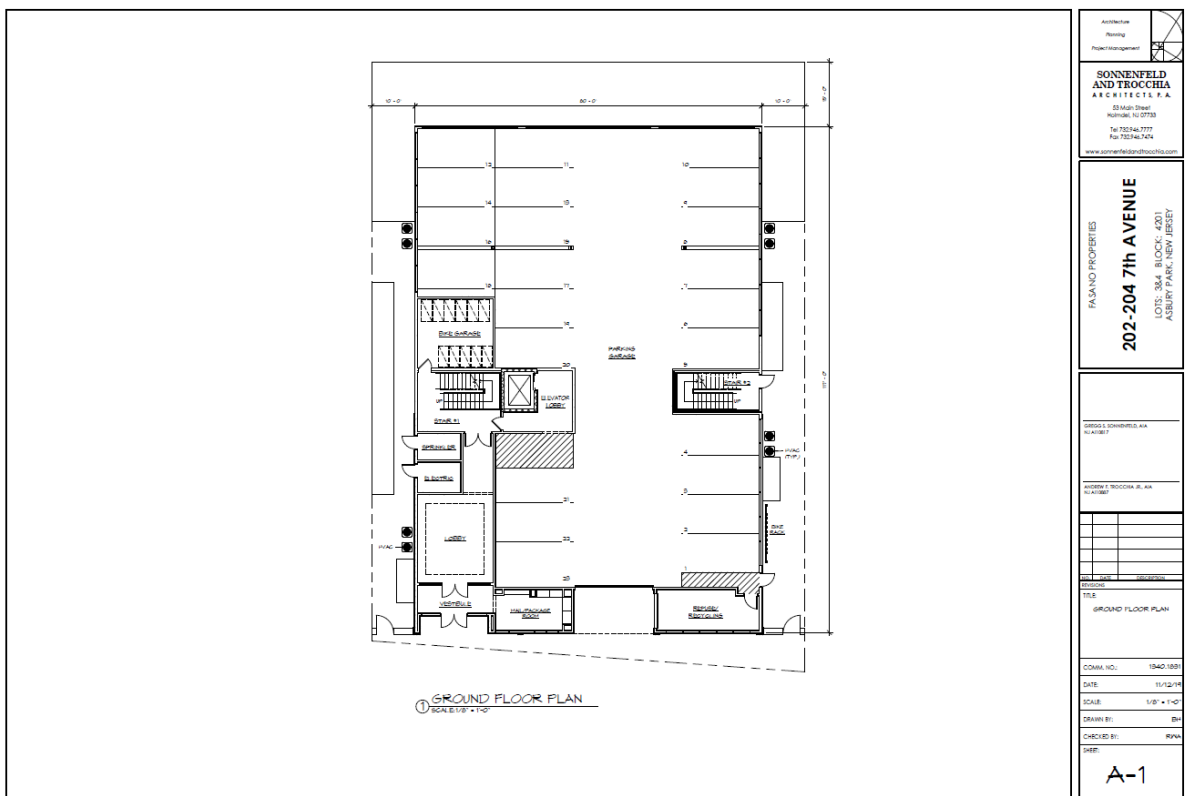
Attachment: Exhibit A (2022-469 : First Amendment to SDA for Block 4201, lots 3 and 4 with 202/204 7th Avenue Urban Renewal, LLC)

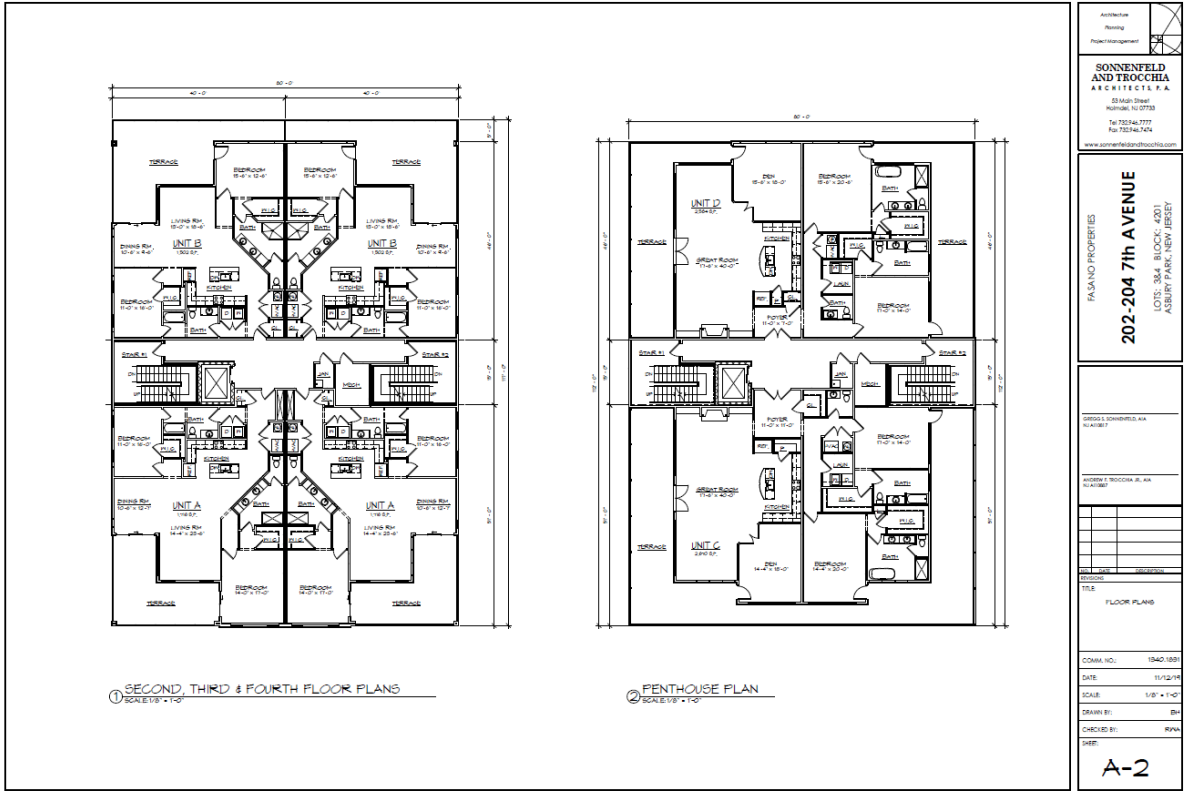




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FASANO 7TH AVE - ASBURY PARK, NJ
NOVEMBER 12, 2019





SUBSEQUENT DEVELOPER AGREEMENT
BY AND BETWEEN
THE CITY OF ASBURY PARK, AS REDEVELOPMENT ENTITY,
ASBURY PARTNERS, LLC, AS MASTER DEVELOPER
AND 202/204 7TH AVENUE URBAN RENEWAL, LLC
(F/K/A 202 SEVENTH AVENUE LLC), AS SUBSEQUENT DEVELOPER

Dated: _____, 2022

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SUBSEQUENT DEVELOPER AGREEMENT

THIS SUBSEQUENT DEVELOPER AGREEMENT (this “**Agreement**”) made this _____, 2022 (“**Effective Date**”) by and between:

THE MAYOR AND CITY COUNCIL (together, the “**Governing Body**”) **OF THE CITY OF ASBURY PARK** (the “**City**”), in its capacity as a “redevelopment entity” pursuant to N.J.S.A. 40A:12A-4 with principal offices at 1 Municipal Plaza, Asbury Park, New Jersey 07712;

AND

ASBURY PARTNERS, LLC in its capacity as Master Developer, pursuant to the hereinafter defined Redeveloper Agreement (the “**Master Developer**”), with principal offices at 205 Third Avenue, Asbury Park, New Jersey 07712, along with its permitted successors and/or assigns;

AND

202/204 7th AVENUE URBAN RENEWAL, LLC a limited liability company of the State of New Jersey authorized to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et. seq. (the “**Tax Exemption Law**”) with principal offices located at 1005 Main Street, 2nd Floor, Asbury Park, New Jersey 07712 (the “**Entity**” and, collectively with the City and Master Developer, each, a “**Party**” and collectively, the “**Parties**”).

WITNESSETH

WHEREAS, the *New Jersey Local Redevelopment and Housing Law*, N.J.S.A. 40A:12A-1 et seq. (the “**Act**”) authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, on June 5, 2002, the City adopted the “Asbury Park Waterfront Redevelopment Plan (Plan IV)” (as amended and supplemented from time to time, the “**Redevelopment Plan**”, a copy of which is on file with the City Clerk) with respect to the “Asbury Park Waterfront Redevelopment Area,” as defined in the Redevelopment Plan (the “**Redevelopment Area**”); and

WHEREAS, the Redevelopment Plan, as initially adopted, provided for the Redevelopment Area to be redeveloped on a “block-by-block” basis; and

WHEREAS, pursuant to the Act, including Section 8 thereof (*N.J.S.A. 40A:12A-8*), a municipality is permitted to contract with a redeveloper to develop redevelopment projects pursuant to a redevelopment plan within an area in need of redevelopment, as all such terms are defined in the Act; and

WHEREAS, the City and the Master Developer entered into that certain “Amended and Restated Redeveloper and Land Disposition Agreement” dated October 28, 2002, which provides, among other things, that the Master Developer shall be responsible for the redevelopment of the properties governed by the Redevelopment Plan, which redevelopment it may undertake itself, or through agreements with selected subsequent developers on a “block- by-block” basis; and

WHEREAS, in 2018 the City amended the Redevelopment Plan to provide for the redevelopment of individual properties within the Redevelopment Area, provided certain criteria are met, including the designation of the person or entity wishing to redevelop a property as a subsequent developer; and

WHEREAS, on June 13, 2018, the City adopted the First Amendment to the “Amended and Restated Redeveloper and Land Disposition Agreement” (the “First Amendment” and the “Amended and Restated Redeveloper and Land Disposition Agreement” together with any subsequent amendment shall be referred to as the “**Redeveloper Agreement**”, a copy of which is on file with the City Clerk), which set forth the City and Master Developer responsibilities with regard to the selection and designation of subsequent developers; and

WHEREAS, pursuant to the Redevelopment Plan and the Redeveloper Agreement, as amended, “any owner, purchaser, assignee or transferee of all or part of any property within the [Redevelopment] Area that is subject to the provisions of the Amended [Redevelopment] Plan” may seek to be designated as a subsequent developer by submitting a subsequent developer application to the Master Developer and the City, along with any escrow and application fees required by the City; and

WHEREAS, the Entity identified herein, then known as 202 Seventh Avenue LLC, previously submitted to the Master Developer and the City a subsequent developer application (the “**Original Application**”), pursuant to the Redeveloper Agreement and the Redevelopment Plan, stating its intention to demolish an existing commercial building (“**Demolition**”) and to develop a five-story building containing 14 condominium units (the “**Units**”), a parking garage with 23 spaces, and a rooftop deck, subject to approval by the City’s Planning Board (“**Planning Board Approval**”) (collectively, the “**Project**”) on property identified as Block 4201, Lots 3 & 4 on the tax maps of the City and located at 202-204 Seventh Avenue in the Redevelopment Area (the “**Project Site**” or “**Property**”), all in accordance with all Governmental Approvals (as defined herein); and

WHEREAS, after review of the proposed project by the Director of Planning and Redevelopment, the Technical Review Committee (“**TRC**”) and the City Administration, certain comments and suggestions had been made regarding the Original Application in order to include certain additional features within the Project; and

WHEREAS, thereafter, the City, Master Developer and the Entity, by Resolution of the Governing Body, entered into a Subsequent Developer Agreement dated March 29, 2021 (“**Original SDA**”), a full and complete copy of which is on file at City Hall; and

WHEREAS, as a result of the comments and suggestions offered by the TRC and others as referenced above, the Entity had agreed to revise the Project Description as it was set forth in the Original Application and the Entity agreed to instead develop the Project as more fully set forth in an exhibit which was attached to the Original SDA and in the Project Description attached thereto, both of which are attached hereto as **Exhibit A** (hereinafter, the terms “**Project**” and “**Project Description**” shall have the meaning set forth on and depicted in **Exhibit A**); and

WHEREAS, by Resolution of the Planning Board adopted on July 26, 2021, the Project obtained Preliminary and Final Site Plan Approval and certain bulk variances and design waivers; and

WHEREAS, additionally, although the Demolition had been completed, certain significant timeframes within the Original SDA had not been met; and

WHEREAS, the Original SDA required that *various* conditions be met, including the Entity’s acquisition of “*all* Governmental Approvals” by March 29, 2022 (i.e. 1 year from the Effective Date of the Original SDA) and in the event that each such condition was not met, the Original SDA would automatically terminate; and

WHEREAS, as a result, the City has determined that the Original SDA has been deemed to be terminated; and

WHEREAS, since then, an updated/restated application has been submitted to the Master Developer and the City, seeking to have the Entity, which had changed its name and qualified as a URE after submitting the Original Application, designated as the Subsequent Developer, and setting forth the intention of the Entity to develop the Project on the Project Site, as same are described in **Exhibit A** attached hereto (including the Project Concept Plans attached thereto), and also recognizing that since the date of the Original SDA, (i) the Demolition has been completed and (ii) the Planning Board Approval for the Project, as it is set forth in **Exhibit A**, has been obtained (the “**Application**”); and

WHEREAS, pursuant to Article 3A of the Redeveloper Agreement, as amended, the Master Developer and the City have reviewed the Application and determined that the Project is in/remains to be in compliance with and effectuates the goals of the Redevelopment Plan, and that the Entity possesses the experience, capability, and financial capacity to complete the Project; and

WHEREAS, the Parties desire to enter into this Subsequent Developer Agreement for the Project Site to set forth the obligations of the Parties with respect to the Project, thereby replacing and superseding the Original SDA.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree, each with the other, as follows:

ARTICLE 1 DEFINITIONS

1.01 Definitions. As used in this Subsequent Developer Agreement the following terms shall have the meanings ascribed thereto in the recitals above, or ascribed to such terms below. Terms listed below in the singular form shall include the plural and words listed in the plural shall include the singular. Whenever the context may require, any pronoun that is used in this Agreement shall include the corresponding masculine, feminine and neuter. Unless otherwise noted, the words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation". The words "agree," "agreements," "approval" and "consent" when used in this Agreement shall be deemed to be followed by the phrase "which shall not be unreasonably withheld, conditioned or unduly delayed," except or unless the context may otherwise specify. All references to Sections or Articles shall refer to Sections or Articles in this Subsequent Developer Agreement unless otherwise specified.

“Act” shall be defined as set forth in the preamble.

“Actual Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, the Act, the Land Use Law, relevant construction codes including construction codes governing access for people with disabilities, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations promulgated thereunder, and all applicable environmental laws and applicable federal and state labor standards.

“Application” shall be defined as set forth in the preamble.

“Applications for Governmental Approvals” shall mean the Plans, drawings, documentation, presentations and applications necessary and appropriate for the purpose of obtaining any and all approvals from any government or public entity required to complete the Project or any part thereof, including, but not limited to, Building Permits.

“Building Permit” shall mean a building permit issued by or on behalf of the City.

“Building Permits Approvals Date” shall be defined as set forth in Section 4.03 of this Subsequent Developer Agreement.

“Certificate of Completion” shall mean the Certificate of Completion as set forth in Section 4.06.

“Certificate of Occupancy” shall be as defined in the applicable section of the municipal code of the City and the applicable provisions of the Uniform Construction Code.

“City” shall be defined as set forth in the preamble.

“Commencement of Construction” and “Commence Construction” shall mean any activity associated with construction of the Project on the Project Site but shall not include any activities associated with the environmental remediation of the Project Site.

“Completion of Construction” and “Complete Construction” shall mean the completion of the Project on the Project Site such that the Project is ready for the use for which it was intended, subject to the installation of (i) seasonal landscaping and (ii) final fixtures, floor coverings and décor items subject to the discretion and demand of purchasers of individual Units within the Project.

“Construction Labor Force” shall mean the total number of individuals hired to work on the construction of the Project by the general contractor engaged by the Entity or by any subcontractors thereof, during the construction of the Project. A person shall be considered hired if that person has accepted a written offer of employment from the general contractor or from any subcontractor or if such person receives an Apprenticeship, Internship, or Scholarship.

“Declaration of Covenants and Restrictions” shall mean a written instrument to be executed by the Entity and recorded in the office of the Monmouth County Clerk, in the form annexed hereto as **Exhibit C**, intended to encumber the Project Site and to run with the land, setting forth certain statutory and contractual undertakings of and restrictions applicable to the Entity and its successors and assigns in connection with the ownership, redevelopment or rehabilitation of the Project Site and the Project as set forth in Sections 3.02(a), (b), (l), (m), and (n) of this Subsequent Developer Agreement.

“Deficiency Amount” shall be as set forth in Section 3.03(r) of this Subsequent Developer Agreement.

“Effective Date” shall mean the date this Subsequent Developer Agreement is executed by the last of the three Parties, being City, the Master Developer and the Entity.

“Entity” shall be defined as set forth in the preamble.

“Event of Default” shall be as set forth in Article 6 of this Subsequent Developer Agreement.

“Event of Force Majeure” shall mean an enforced delay in the performance of obligations of a Party to this Subsequent Developer Agreement arising from causes beyond that Party’s reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, freight, energy shortages, embargoes, unusual or severe weather, or delays of contractors, subcontractors or material suppliers due to any of the foregoing such causes.

“Final Site Plan” shall mean the final site plan with respect to the development of the Project Site which was approved by Resolution of the City’s Planning Board on July 26, 2021.

“Financial Agreement” shall mean that certain agreement by and between the City and the Entity, required to be executed prior to Commencement of Construction, for a long term tax

exemption applicable to the Project pursuant to the Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1 et seq.*

“Governing Body” shall be defined as set forth in the preamble.

“Governmental Approvals” shall mean all unappealable government permits (including, unless otherwise expressly noted herein, Building Permits), licenses, consents and approvals necessary for the development, construction, lease, sale, occupancy or completion of the Project, or any part thereof, issued by or on behalf of any government and issued in reliance on the Applications for Government Approvals and including approvals from any utility supplier.

“Governmental Approvals Date” shall be as defined in Section 4.03 of this Subsequent Developer Agreement.

“Indenture” shall mean the indenture of trust (supplemental or otherwise) providing for the issuance of the RABs.

“Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Institution” shall mean any savings and loan association, savings bank, commercial bank or trust company (whether acting individually or in any fiduciary capacity), an insurance company, a real estate investment trust, an educational institution or a state, municipal or similar public employee’s welfare, pension or retirement system or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of the State or of the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments, provided such Institution has a net worth of not less than \$100,000,000 or assets of at least \$1,000,000,000. iStar Inc. is deemed to be an Institution. A wholly owned affiliate of iStar Inc. or Safehold Inc. funded in whole or in part by iStar Inc. or Safehold Inc. is also deemed to be an Institution. Participatory lending arrangements among Institutions shall be permitted.

“Land Use Law” shall mean *N.J.S.A. 40:55D-1 et seq.*

“Local Labor” shall mean entry-level and journey level (or above) workers residing in the City of Asbury Park in the appropriate building trades.

“Master Developer” shall be defined as set forth in the preamble.

“Mortgage” shall mean any instrument held by a Permitted Mortgagee constituting a lien on the Project and/or the Project Site or revenues derived therefrom including, without limitation, a mortgage, deed of trust or indenture of mortgage and deed of trust, and any modification, amendment, spreader, consolidation or renewal thereof.

“Original Infrastructure Ordinance” shall be defined as set forth in Section 2.02 of this Subsequent Developer Agreement.

“Outside Approvals Date” shall be defined as sixty days (60) following the Building Permits Approvals Date.

“Parties” shall be defined as set forth in the preamble.

“Permitted Mortgagee” shall mean an Institution which holds a Mortgage on the Project Site.

“Planning Board” shall mean the planning board of the City established pursuant to *N.J.S.A. 40:55D-23*.

“Plans” shall mean the plans, including site plans, building floor plans, building elevations, architectural renderings for the Project or any portion thereof. “Plans” shall include, but shall not be limited to, the minimum requirements of Applicable Laws or Project Documents depending on the context of its use in this Subsequent Developer Agreement.

“Pledged Special Assessment” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Project” shall be defined as set forth in **Exhibit A**, including the Project Concept Plans attached thereto.

“Project Date” shall be defined as set forth in the preamble.

“Project Description” shall be defined as set forth in the preamble and attached hereto as **Exhibit A**.

“Project Documents” shall mean the Redevelopment Plan, the Redeveloper Agreement, and this Subsequent Developer Agreement.

“Projected Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Project Schedule” shall be defined as set forth in **Exhibit B**.

“Property” shall be defined as set forth in the preamble.

“RAB Law” shall be defined as the Redevelopment Area Bond Financing Law, *N.J.S.A. 40A:12A-64 et seq.*

“RABs” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Redeveloper Agreement” shall be defined as set forth in the preamble.

“Redevelopment Area” shall be defined as set forth in the preamble.

“Redevelopment Entity” shall mean the City’s Governing Body acting in its capacity as a redevelopment entity pursuant to the Act and any permitted successors or assigns.

“Redevelopment Plan” shall be defined as set forth in the preamble.

“Sewer Connection Fee” shall be defined as a payment to the City to connect to the municipal sewer for each equivalent dwelling unit at the time that a construction permit is requested, in an amount as established by the City's Rate Schedule in effect at the time that service is requested.

“Special Assessment Agreement” shall be defined as set forth in Section 4.09 of this Subsequent Developer Agreement.

“State” shall mean the State of New Jersey.

“Subsequent Developer” shall mean the Entity, as the owner, purchaser, assignee or transferee of all or part of any property within the Redevelopment Area that is subject to the provisions of the Amended Plan, who has been approved as a Subsequent Developer by the City and the Master Developer in accordance with the Amended Plan and who has entered into a fully executed Subsequent Developer Agreement with the City and the Master Developer with respect to the Project.

“Subsequent Developer Agreement” shall mean this agreement by and between the City, Asbury Partners, LLC and the Entity.

“Surplus Pledged Special Assessments” shall be defined as set forth in Section 6.01 of this Subsequent Developer Agreement.

“Transfers” shall be as set forth in Section 5.03 of this Subsequent Developer Agreement.

“Unit” means each individual unit within the Project.

“Workforce Information Session” shall be as set forth in Section 3.02(l)i of this Subsequent Developer Agreement.

ARTICLE 1A DESIGNATION AS SUBSEQUENT DEVELOPER

1A.01 Designation of Subsequent Developer. On the Effective Date of this Subsequent Developer Agreement, the Entity shall be hereby designated as a Subsequent Developer pursuant to the terms and conditions of the Redevelopment Plan, as amended, the Master Developer Agreement, as amended, and this Subsequent Developer Agreement. This designation shall terminate upon the first of the following the occur: (i) the Outside Approvals Date, *without any further action of any Party hereto*, unless all Parties take action to extend the Outside Approvals Date; (ii) upon the issuance of a Certificate of Completion as set forth in Section 4.07; (iii) upon mutual termination by the Parties; or (iv) upon an Event of Default, pursuant to the terms in Article 6.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the City. The City hereby makes the following representations and warranties:

(a) The Redevelopment Plan has been duly adopted in compliance with all Applicable Laws and is currently in full force and effect.

(b) The City has the legal power, right and authority to enter into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder and has duly executed this Subsequent Developer Agreement.

(c) All requisite action has been taken by the City and all requisite consents have been obtained in connection with the entering into this Subsequent Developer Agreement and the instruments and documents referenced herein to which the City is a Party, and the consummation of the transaction contemplated hereby, and to the best of the City's knowledge and belief are authorized by all Applicable Laws. To the best knowledge of the City there are no writs, injunctions, orders or decrees of any court or governmental body that would be violated by the City entering into or performing its obligations under this Subsequent Developer Agreement.

(d) This Subsequent Developer Agreement has been duly executed by the City, and is valid and legally binding upon the City and enforceable in accordance with its terms pursuant to all Applicable Laws and the execution and delivery thereof does not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the City is a Party or by which it is bound.

(e) The City represents that to the best of its knowledge and belief, there is no action, proceeding or investigation now pending or threatened, nor any basis therefor, known or believed to exist which questions the validity of this Subsequent Developer Agreement.

2.2 Representations and Warranties of the Master Developer

(a) The Master Developer has the legal capacity to enter into this Subsequent Developer Agreement.

(b) The Master Developer is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Master Developer's behalf.

(c) To the best of the Master Developer's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which questions the validity of this Subsequent Developer Agreement or any

action or act taken or to be taken by the Master Developer pursuant to this Subsequent Developer Agreement.

(d) To the best of the Master Developer's knowledge and belief, after diligent inquiry, the Master Developer's execution and delivery of this Subsequent Developer Agreement will not constitute a violation of (i) the "Amended and Restated Redeveloper and Land Disposition Agreement" dated October 28, 2002, as amended by the First Amendment to the "Amended and Restated Redeveloper and Land Disposition Agreement," approved by the City Council on June 13, 2019, and effective August 1, 2018; (ii) the Subsequent Developer Agreement Among the City of Asbury Park, Madison Asbury Retail, LLC, and Asbury Partner, LLC, dated June 1, 2010; (iii) the ordinance finally adopted by the City on February 13, 2013 and entitled "AN ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, PROVIDING FOR THE SPECIAL ASSESSMENT OF THE COST OF CERTAIN WASTEWATER, STORMWATER, ROADWAY, STREETScape, UTILITY AND OTHER INFRASTRUCTURE IMPROVEMENTS IN PORTIONS OF THE PRIME RENEWAL AREA AND THE BOARDWALK AREA WITHIN THE ASBURY PARK WATERFRONT REDEVELOPMENT AREA AND ESTABLISHMENT OF A MECHANISM FOR PAYMENT OF THE COST THEREOF," (the "**Original Infrastructure Ordinance**"), as amended on June 13, 2018 by Ordinance No. 2018-20 (the "**Infrastructure Ordinance**"); and (iv) the Infrastructure Component Report last adopted by the City by resolution on June 13, 2018.

2.3 Representations and Warranties of the Entity. The Entity makes the following representations and warranties:

(a) The Entity has the legal capacity to enter into this Subsequent Developer Agreement and perform each of the undertakings set forth herein and in the Redevelopment Plan as same applies to the Project as of the date of this Subsequent Developer Agreement.

(b) The Entity is duly organized and a validly existing legal entity under the laws of the State of New Jersey and all necessary resolutions have been duly adopted to authorize the execution and delivery of this Subsequent Developer Agreement and to authorize and direct the persons executing this Subsequent Developer Agreement to do so for and on the Entity's behalf.

(c) To the best of the Entity's knowledge and belief, after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Subsequent Developer Agreement or any action or act taken or to be taken by the Entity pursuant to this Subsequent Developer Agreement; or (ii) is likely to result in a material adverse change in the Entity's property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Subsequent Developer Agreement.

(d) The Entity's execution and delivery of this Subsequent Developer Agreement and its performance hereunder will not constitute a violation of any operating, partnership, shareholder and/or similar agreement of the Entity or of any agreement, mortgage, indenture, instrument or judgment, to which the Entity is a Party.

(e) To the best of the Entity's knowledge and belief after diligent inquiry all information and statements included in any information submitted to the City and its agents, are true and correct in all material respects. The Entity acknowledges that the facts and representations contained in the information submitted by the Entity are a material factor in the decision of the City to enter into this Subsequent Developer Agreement.

(f) The cost and financing of the Project will be the responsibility of the Entity.

(g) The Entity is financially and technically capable of financing, designing, constructing, operating, and maintaining the Project in accordance with its obligations under this Subsequent Developer Agreement.

ARTICLE 3 COVENANTS AND RESTRICTIONS

3.01 Covenants and Restrictions of the City.

(a) The City covenants that it will comply with all Applicable Laws.

(b) The City covenants to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Subsequent Developer Agreement, and to execute any documents required to obtain such approvals and otherwise to cooperate with the Entity with respect to the Governmental Approvals. The City further covenants and agrees to cooperate with Entity with respect to construction inspections and permitting during the construction of the Project and to help facilitate the scheduling of on-site inspections during the construction of the Project.

(c) Upon request by the Entity to condemn any restrictions on the real property constituting the Project Site initially imposed by James Bradley, the rights to which, if any, being held by his heirs, successors and assigns, the City agrees to exercise the power of eminent domain in accordance with applicable law on such terms and conditions as are acceptable to the City in its sole discretion at the time of the request.

3.02 Covenants and Restrictions of the Master Developer

(a) Master Developer covenants that it will assist with and participate in a coordinated defense with the City in the event of litigation related to the validity of this Subsequent Developer Agreement, so long as said defense does not involve litigation against an affiliated entity of Master Developer.

(b) The Master Developer covenants that it has reviewed the Application in good faith and has found it acceptable for the purpose of entering into this Agreement.

3.03 Covenants and Restrictions of the Entity.

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan, the Project Description and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes and provided that nothing shall prohibit the Entity from selling individual Units within the Project to third-party purchasers prior to the issuance of a Certificate of Completion for the Project, provided the Entity has obtained a Certificate of Occupancy for any Unit sold.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks, etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of this Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, this Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under this Subsequent Developer Agreement for a period of more than one hundred and twenty (120) consecutive days, provided, however, that a suspension of the performance of its obligations under this Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of this Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and this Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents During Construction.** In constructing the Project, Entity agrees to make Good Faith Efforts (as defined below in this Section 3.03 (l)) to meet the following local workforce requirements (collectively “**Local Workforce Requirements**”):

i. Hire 15% of its Construction Labor Force from Local Labor;

ii. Establish one (1) paid internship in the fields of property management, real estate development, or construction management with the Entity, an affiliate of the Entity, the general contractor for the Project or any subcontractor or then known tenants/operators of the Project (“**Internships**”);

iii. Establish two (2) apprenticeships, with the Entity, an affiliate of the Entity, the general contractor for the Project, or any subcontractor or the then known tenants/operators of the Project where the individual is provided practical experience under the supervision of skilled workers of a trade, art or calling in the construction field (“**Apprenticeships**”). Those awarded Apprenticeships must be at least 18 years of age, except where a higher minimum age standard is otherwise fixed by law.

iv. Establish four (4) scholarships in the amount of \$2,500 each, to be used in the discretion of the recipient for vocational or academic education (“**Scholarships**”). Only those who have successfully completed the Internships or Apprenticeships identified above shall be eligible for the scholarship.

“**Good Faith Efforts**” to meet the Workforce Requirements shall include the following actions identified in (i) through (iii):

i. At least thirty (30) days prior to the Commencement of Construction of the Project, Entity shall notify the City Manager of an anticipated start date for Commencement of Construction.

ii. Entity shall hold a Workforce Information Session (the “**Workforce Information Session**”) for City residents at a location within the City of Asbury Park. The Entity shall also advertise the Workforce Information Session in the Asbury Park Press and The Coaster, at least ten (10) days before the Workforce Information Session, which advertisement shall include the date, time, and place of the Workforce Information Session, as well as a listing of the type of jobs available,

approximate number of jobs available, and approximate hourly pay rate. The advertisement shall also indicate the availability of Apprenticeships, Internships, and Scholarships, unless the Entity decides to hold a second Workforce Information Session, upon ten (10) days advertised notice, for those positions. At least ten (10) days prior to holding the Workforce Information Session, the Entity shall notify the City Manager and the Career Centers at Asbury Park High School, the regional Vocational/Technical School, Monmouth County Workforce Investment Board (WIB) and the Career Center at Brookdale Community College of the need to attract Local Labor, and provide a copy of the advertisement. The Entity shall request that the schools display the advertisement and solicit resumes from interested students.

iii. The Entity shall provide to the City Manager within thirty (30) days after the Workforce Information Session, a detailed report of its efforts to employ Local Labor on the Project, and a list of resumes and/or inquiries received from local residents. At the time that the Entity requests a Certificate of Completion, the Entity shall provide a second and final detailed report of its efforts to the City Manager in accordance with Section 4.05.

Compliance

i. Should the Entity fail to comply with all of the Good Faith Efforts, or fail to provide documentation evidencing its Good Faith Efforts in items (i) through (iii) above, to the satisfaction of the Mayor and City Council of the City of Asbury Park, the Entity shall be required to make a payment to the Asbury Park Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council, in the amount of \$5,000 for each position (including Apprentices and Interns) it was unable to fill using Local Labor in order to meet the requirements set forth above. No remedy other than payment into the specified fund shall be required of the Entity. If such payment is required, a Certificate of Completion shall not be issued to the Entity until such payment is deposited into the specified fund.

ii. If the Entity has complied with all of the Good Faith Efforts, and has provided documentation evidencing its Good Faith Efforts in terms of (i) through (iii) above to the satisfaction of the Mayor and City Council of the City of Asbury Park, then no payment shall be due, and the Entity shall be deemed to have complied with this Section 3.03 for the purposes of the issuance of a Certificate of Completion.

iii. If the Entity is unable to find qualified applicants to meet the scholarship requirements set forth above, the Entity shall pay to the city an amount equal to the unfilled scholarships, which monies shall be deposited to the City's Workforce Development Fund, or such other fund as may be directed by the Mayor and City Council.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts to encourage women and minority participation in the construction of the Project. The Entity shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Entity takes the following actions:

i. The Entity shall disseminate information within the City and the County of Monmouth concerning opportunities for women and minority contractors, vendors and suppliers prior to the commencement of construction of the Project.

ii. Hold the Workforce Information Session, in coordination with the City Manager, or his/her designee, prior to the solicitation of bids and pricing for the Project to encourage women and minority contractors/subcontractors to bid on the Project.

iii. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage women and minorities, in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit. Only the City and the Master Developer and its affiliates are permitted to seek modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.10 hereof.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3.03(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of this Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding.

(r) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance), if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount shall survive the termination of this Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be

payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

(s) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

3.04 Effect of Covenants.

(a) It is intended and agreed that the covenants and restrictions set forth in Sections 3.03(a) and 3.03(b) shall be covenants running with the land. All covenants in Section 3.03, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the City and the Master Developer, and any successor in interest to the Project Site, or any part thereof, against the Entity.

(b) It is intended and agreed that the covenants and restrictions set forth in Section 3.01 and Section 3.02, respectively, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Subsequent Developer Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by the Entity and its successors and assigns, and any successor in interest to the Project Site, or any part thereof, against the City, the Master Developer their successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project Site or any part thereof.

3.05 Enforcement by City or Master Developer. In amplification, and not in restriction of the provisions of this Article 3, it is intended and agreed that the City, the Master Developer, and their successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in Section 3.03 both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the City and, as applicable, the Master Developer for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the City or Master Developer has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City and the Master Developer shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies as set forth in Article 6 of this Subsequent Developer Agreement.

3.06 Duration of Covenants. With respect to the Project, but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement, the covenants set forth in Section 3.03 shall be deemed satisfied and of no

further force and effect upon termination of this Subsequent Developer Agreement as evidenced by the issuance by the City of a Certificate of Completion.

3.07 Termination of Declaration. The Declaration of Covenants and Restrictions may be terminated by recordation of a Certificate of Completion or if the Subsequent Developer Agreement is terminated by mutual agreement of the parties or by default. If terminated, the Parties shall prepare a release of the Declaration for execution.

ARTICLE 4 PROJECT IMPLEMENTATION

4.01 General Scope of Project. It is understood and agreed by and between the Parties that the Entity has the right to develop the Project Site with the Project consistent with the terms of the Entity's Subsequent Developer's Application, Applicable Laws, Governmental Approvals, the Redevelopment Plan, the Redeveloper Agreement, the Project Description, and the Project Schedule annexed hereto as **Exhibit B** and this Subsequent Developer Agreement. The Parties acknowledge the Entity's right to make non-material changes to the Project as described in the Application if same are required as a condition of Planning Board approval.

4.02 Amendments to Application. The Entity shall not make any material change to its Application. In the event of any changes to the Application are proposed, the Entity shall provide copies of all amended plans, applications, or submissions to the City and the Master Developer within ten (10) business days prior to any amended submission to the Planning Board or any Governmental Agency and shall provide the City and Master Developer with not less than ten (10) days' written notice prior to any hearing or meeting related to any amended submission.

4.03 Application for Governmental Approvals for Project Site. Within sixty (60) days of the Effective Date, the Entity shall use commercially reasonable efforts to submit, to the extent not previously submitted: (i) an application for preliminary and final major site plan approval to the City's Planning Board; (ii) an application for to the NJDEP for CAFRA Permit compliance review; and (iii) an application to Monmouth County for site plan approval, or a letter of no interest, as applicable. The Entity shall diligently prosecute to conclusion, all Applications for Government Approvals necessary for the financing, development, construction, operation, and maintenance of the Project Site. The Entity shall obtain, to the extent not previously obtained, all Governmental Approvals, excluding Building Permits for the Project, within one (1) year of the Effective Date (the "**Governmental Approval Period**"). The actual date that the Entity obtains all Governmental Approvals, excluding Building Permits for the Project, is known as the "**Governmental Approval Date**," and shall occur no later than the end of the Governmental Approval Period. The Entity shall obtain Building Permits for the Project within one hundred eighty (180) days of the later of the Effective Date or the Governmental Approval Date (the "**Building Permits Approvals Date**").

4.04 Project; Entity Deadlines. With respect to the Project, the Entity shall meet the deadlines and timeframes for the completion of Project activities as set forth in this Section 4.04.

(a) Commencement of Construction for the Project. No later than one hundred and eighty (180) days after the later of the Effective Date or the Governmental Approval Date, the Entity shall Commence Construction of the Project; provided, however, that the Entity shall not

Commence Construction prior to the occurrence of all conditions subsequent set forth in Section 6.01(a) – (c) hereof.

(b) Completion of Construction of the Project. Not later than thirty-six (36) months after the Building Permits Approvals Date, the Entity shall Complete Construction of the Project, as well as any other components of the Project.

(c) It is understood and agreed that Entity is not completing the final improvements in the public right-of-ways adjoining the Project, as set forth in the Component Infrastructure Report, as that remains the responsibility of the Master Developer pursuant to the Redeveloper Agreement. Prior to Completion of Construction of the Project, Master Developer shall be obligated to install any incomplete public infrastructure that is the responsibility of the Master Developer under Section 4(b) of the First Amendment to the Redevelopment Agreement and that is required in order to construct and operate the Project (“**Required Infrastructure**”). The Entity and Master Developer shall coordinate the scheduling and sequencing of the Master Developer’s Required Infrastructure under the Infrastructure Component Report, such that Master Developer will plan to complete the Required Infrastructure ninety (90) days prior to the date on which the Entity anticipates applying for a temporary certificate of occupancy for the first residential unit.

4.05 Progress Reports.

(a) For so long as this Subsequent Developer Agreement shall remain in effect the Entity shall, without the need for a written request, provide quarterly reports to be submitted on February 1, May 1, August 1 and November 1 of each year, to the City Manager and Master Developer, as to the actual progress of the Entity with respect to (i) the acquisition of Government Approvals; (ii) Commencement of Construction of the Project; (iii) Completion of Construction of the Project; (iv) Opportunities for Local Residents, Women and Minorities required by Sections 3.03 (l) (m) and (n); and (v) such other matters consistent with this Subsequent Developer Agreement as the City shall reasonably request be addressed in such reports.

(b) Outcome Assessments. The Entity hereby agrees to provide written reports to the City one year after the completion of construction of the Project, with respect to the internships, apprenticeships and scholarships described at Section 3.03 above, detailing the number of people who participated, the number who successfully completed the program, the number who were hired in the respective field as a result of the program, their job titles, and whether they were still employed in those positions as of the date of the outcome assessment.

4.06 Extensions. Extensions for deadlines set forth in Article 4 shall be as follows: All deadlines contained herein shall be reasonably extended as a matter of right in the event of any Event of Force Majeure. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City or the Entity shall be extended for a reasonable period not less than the period of the enforced delay.

4.07 Certificate of Occupancy and the Certificates of Completion.

(a) Upon Completion of Construction pursuant to Section 4.04 with respect to a Unit in the Project, the Entity shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any such Unit in the Project.

(b) Following the issuance of all the final Certificates of Occupancy for the Units in the Project (which shall be presumptive evidence of satisfaction of all requirements related to construction of the Project) and the satisfaction of the terms and conditions of this Subsequent Developer Agreement, and upon request for the same by the Entity, the City agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations with respect to the project under this Subsequent Developer Agreement and has completed construction of the Project in accordance with the requirements of this Subsequent Developer Agreement. The Certificate of Completion (which shall be in recordable form) shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants including without limitation the covenants in Article 3 (but for the covenants set forth in Section 3.03(q) and Section 3.03(r), which shall survive the termination of this Subsequent Developer Agreement), with respect to the Project in this Subsequent Developer Agreement and the Redevelopment Plan with respect to the obligations of the Entity to construct such Project within the dates for completion of same.

Within thirty (30) days after written request by the Entity, the City shall provide the Entity with the Certificate of Completion or a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project and all other obligations of the Agreement relating to the Project, in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the City in order for the Entity to be entitled to the Certificate of Completion. Upon the issuance of a Certificate of Completion, the conditions that were found and determined to exist on the Project Site at the time the Project Site was determined to be in need of redevelopment, shall be deemed to no longer exist and the land and improvements thereon shall not be subject to eminent domain as a result of those determinations.

Notwithstanding anything in this Agreement to the contrary, upon the issuance of a Certificate of Occupancy by the City for a particular Unit in the Project and upon sale of that Unit to a third-party buyer by the Entity, the third-party unit purchaser shall be relieved of any responsibility or obligation under this Agreement.

4.08 Construction Permit Fees. The City's Construction Official has advised the Entity that the Project constitutes "new construction" and not the rehabilitation of a structure which was previously completed or occupied, and that fees for construction permits applicable to the construction of the Project will be based on the methodology required by Applicable Laws for new construction.

4.09 Off-Site Obligations. The Entity shall be responsible for certain off-site obligations as follows:

(a) Sewer charges in the amount of \$3,220 per unit in accordance with the Ordinance adopted February 2, 2005, to be paid in the manner and at the time set forth therein, which payment does not exempt the entity from paying a Municipal Sewer Connection Fee; and

(b) In addition, the Entity shall pay a Municipal Sewer Connection Fee as calculated by the City Engineer to be paid to the City before construction permits are issued; and

(c) Payment to the City of \$2,212.00 per unit (which shall constitute a credit against the applicable Master Developer's obligation under Article 13 of the Redeveloper Agreement) to offset the costs of affordable housing and other community initiatives in the City, with one-half of such payment to be due concurrently with the application for building permits, and the other half of such payment to be due at the time of application for temporary or permanent certificates of occupancy. Once made, such payments shall not be refundable. For the purpose of calculating the credit against the Master Developer's obligation under Article 13 of the Redeveloper Agreement, the issuance of a Certificate of Occupancy for a Unit shall constitute proof that the Entity paid the affordable housing fee that was due for that Unit; and pursuant to the Original Infrastructure Ordinance as amended, including on June 13, 2018 by the Infrastructure Ordinance, the City shall impose a special assessment on the Project and the Project Site equivalent to the benefit conferred or deemed conferred by certain public infrastructure improvements constructed and installed or to be constructed and installed by the Master Developer, including public wastewater, stormwater, roadway, streetscape, utility and other infrastructure improvements in the Redevelopment Area in accordance with the provisions of the Redevelopment Plan.

(d) Special Assessment Agreement/RABs.

(i) The Entity hereby agrees and acknowledges that it has determined to enter into a special assessment agreement with the City pursuant to N.J.S.A. 40A:12A-66 of the RAB Law, as authorized by the Infrastructure Ordinance (the "**Special Assessment Agreement**").

(ii) The Parties hereby agree that the Special Assessment Agreement shall be substantially in the form of the agreement attached to the Original Infrastructure Ordinance as Exhibit B, as amended by Ordinance No. 2018-20, the final form of which shall be acceptable to the Master Developer and so accepted in writing by the Master Developer prior to the authorization of such Special Assessment Agreement by the City and the Entity.

(iii) The Parties hereby agree that, for purposes of calculating the special assessment, the Special Assessment Agreement shall provide that the assumed sales prices of the Units until sold shall be those prices set forth in **Exhibit E ("Assumed Unit Prices")** attached hereto, unless otherwise agreed to in writing by all Parties. Nothing shall prohibit the Entity from selling the Units for more than the assumed sales prices set forth in **Exhibit E**.

(iv) The Parties hereby agree that the first installment of the special assessment under the Special Assessment Agreement shall commence to accrue on the first day of the month immediately following the earlier of: (i) eligibility of a Unit for the issuance of a Certificate of Occupancy; and (ii) the expiration of the construction interest period on the RABs. As set forth in Section 6.01(d)(iii), the actual construction interest period (not to exceed two (2) years after issuance of the RABs) shall be selected by the Subsequent Developer no later than the execution of the Special Assessment Agreement, based upon its good faith estimate of the construction period for the Project. Nothing in this Section 4.09(d)(iv) shall affect the deadlines and timeframes set forth in Sections 4.03 and 4.04 hereof.

(v) The Parties hereby agree that the Entity, and not the Master Developer, shall be responsible for payment of the Deficiency Amount, if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount shall survive the termination of this Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final Unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the indenture for the RABs.

ARTICLE 5 PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

5.01 Prohibition Against Transfers of Interests by the Entity. The Entity recognizes the importance of the Project to the general welfare of the community and that the identity of the Entity and its qualifications are critical to the City and Master Developer in entering into this Subsequent Developer Agreement particularly in view of the public aids that have been made available for the purpose of making such redevelopment possible. Except as is otherwise provided by the Subsequent Developer Agreement, Applicable Laws and/or the Financial Agreement, the City and Master Developer consider that a transfer of the ownership of the Entity or of any part thereof or any other act or transaction involving or resulting in a change in the ownership of the Entity, is for practical purposes, a transfer or disposition of the Project then owned by the Entity. The Entity recognizes that it is because of such qualifications and identity that the City and Master Developer are entering into this Subsequent Developer Agreement with the Entity, and, in so doing, the City and Master Developer are relying on the obligations of the Entity and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Entity hereunder.

As a result of, but subject to, the terms of the preceding paragraph, prior to completion of the Project as evidenced by the issuance of a Certificate of Completion, and without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or

delayed, the Entity agrees for itself and any successor in interest that (i) there shall be no transfer by any owner of any controlling interest in the Entity, or by any successor in interest to such owner of any interest in the Entity, (ii) nor shall any such owner or successor in interest suffer any such transfer to be made, (iii) nor shall such owner or successor in interest make, or suffer to be made, any other change in ownership of any controlling equity interest in the Entity or in the relative distribution thereof between and among the owners, or with respect to the identity of the parties in control of the Entity, by any other method or means, whether by increased capitalization, merger with another corporation, partnership, or limited liability entity or otherwise. For purposes of this Subsequent Developer Agreement, the term “owners” is defined to include the interests of the members of the Entity, as the case may be, and the owners of such members, partners, or shareholders. Notwithstanding the foregoing, and as an exception to the prohibitions set forth in Section 5.01, the following transfer of interest in the Entity shall be permitted and no further approval or consent of the City or Master Developer shall be required: a transfer by the current 100% owner of the Entity (“**Fasano**”) to Asbury Park, LLC, a New Jersey limited liability company (the “**Venture**”) which Venture shall be owned 40% by Fasano and 60% by Roger Mumford Homes, LLC, a New Jersey limited liability company (“**Mumford**”), provided that: (i) the Entity shall remain the fee owner of the Property and the owner of the Project and shall remain liable for all of its obligations under this Subsequent Developer Agreement, the Financial Agreement and the Special Assessment Agreement; (ii) such permitted transfer shall occur no later than six months (from the Effective Date and if thereafter, then same shall be deemed a Transfer and shall be subject to Section 5.03; and (iii) notice of the permitted transfer to the Venture shall be provided as set forth in Section 5.04(b), together with a copy of the Operating Agreement of the Venture.

5.02 Exemptions from Prohibited Transfers. Notwithstanding the foregoing, following notice to and with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed, the following shall not constitute a prohibited transfer, for purposes of Section 5.01: The assignment by the Entity of its rights under this Subsequent Developer Agreement upon the following conditions: (i) the assignee of the Entity must be an entity controlling, controlled by, or under common control of the Entity or iStar Inc.; (ii) the assignee of the Entity shall assume all of the obligations of the assignor Entity hereunder, but the assignor Entity shall remain primarily liable for the performance of such Entity’s obligations, (iii) a copy of the fully executed written assignment and assumption agreement shall be promptly delivered to the City and Master Developer, (iv) such assignment does not violate any of the Governmental Approvals.

5.03 Transfer of Subsequent Developer Agreement. The Entity further agrees for itself, and its successors and assigns, that prior to the completion of the Project or any portion thereof, as evidenced by the issuance of a Certificate of Completion it will not make or create, or suffer to be made or created, any sale, assignment, conveyance, lease or transfer in any other mode or form (collectively, the “**Transfers**”) of its interests in the Project Site or its interest in this Subsequent Developer Agreement or in this Project, or any part thereof or any interest therein, without the

prior written approval of the City, except as provided below, in the Financial Agreement, and otherwise in this Article 5.

5.04 Consent to Permitted Transfers.

(a) The City and Master Developer hereby consent, without the necessity of further approvals from any entity, to the following Transfers: (i) any Mortgage or related security granted by the Entity to a Permitted Mortgagee (including an Institution, or Asbury Partners, LLC) for the purpose of obtaining the financing necessary to enable the Entity or any successor in interest to the Project Site or any part thereof, to perform its obligations under this Subsequent Developer Agreement with respect to Completion of the Project and any other purpose authorized by this Subsequent Developer Agreement, (ii) any Mortgage or Mortgages and other liens and encumbrances granted by the Entity to a Permitted Mortgagee for the purpose of financing costs associated with the acquisition, development, construction, and marketing of the Project; (iii) any transfer of all or portions of the real property comprising the Project Site from its current owner to the Entity; (iv) any contract to sell a Unit in the Project to a purchaser and/or the sale of such Unit upon its completion and the issuance of a Certificate of Occupancy; (v) any lease or occupancy agreement(s) for all portions of the Project or the Project Site, provided that the same are in compliance with the Financial Agreement; (vi) any easements, rights-of-way, or licenses contemplated to be recorded by the Entity in connection with the Governmental Approvals for the Project; and (vii) a transfer of interest in the Entity to the Venture as further described herein, provided that the conditions set forth in Section 5.01 are satisfied.

(b) With respect to any of the Transfers listed in Section 5.04(a), (i)-(ii) the Entity shall provide to the City and to the Master Developer written notice of at least fifteen (15) days prior to such Transfer, including a description of the nature of such Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such Transfers.

5.05 Prohibition Against Speculative Development. Because of the importance of Project to the general welfare of the community, the Entity represents and agrees that its undertakings pursuant to this Subsequent Developer Agreement will not be used for speculation in land holding.

5.06 Information as to Ownership of Entity. In order to assist in the effectuation of the purpose of this Article 5, the Entity agrees that during the period between the execution of this Subsequent Developer Agreement and the completion of the Project as evidenced by the issuance of a Certificate of Completion, the Entity shall, at such time or times as the City may reasonably request, furnish the City with a complete statement subscribed and sworn to by the managing partner, managing member or other executive officer or member of the Entity, setting forth all of the partners, both general and limited, managing members, shareholders, or other owners of equity interests of the Entity and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Entity, their names and the extent of such interests..

ARTICLE 6 DEFAULT AND REMEDIES

6.01 Automatic Termination of Subsequent Developer Agreement. As referenced in Section 1A.01, this Subsequent Developer Agreement, including, without limitation, the Entity's designation as a Subsequent Developer, shall automatically terminate, *without any further action of any Party* if each and every of the following conditions subsequent are not completed on or before the Outside Approvals Date:

(a) Entity has obtained all Governmental Approvals, including the first of any Building Permits required to Commence Construction;

(b) Financial Agreement is authorized, executed, and delivered by each of the Entity and the City;

(c) Special Assessment Agreement, in form consented to by Master Developer in writing, is authorized, executed, and delivered by the City and the Entity; and

(d) City has issued one or more series of bonds (non-recourse to the City) pursuant to the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. ("RABs").

(i) The terms and conditions of the RAB shall be in accordance with and as further set forth in the Redeveloper Agreement, including, without limitation: (1) the RABs shall be primarily secured by the pledged portion of the special assessment provided under the Special Assessment Agreement (the "**Pledged Special Assessment**"); (2) the RABs shall be issued on federally tax-exempt basis to the extent permitted by applicable law; and (3) the proceeds of the RABs shall be made available to the Master Developer for the construction of, or reimbursement for, infrastructure improvements benefitting the Project.

(ii) Under the terms of the Indenture, the City has the obligation to issue the RABs upon, among other things, the receipt of all Governmental Approvals, including Building Permits, required to authorize the Commencement of Construction. The Master Developer intends to request that the City issue the RABs on or about the Building Permits Approvals Date.

(iii) The RABs shall have a reasonable construction interest period, not to exceed two (2) years from the date of issuance of the RABs. The RAB purchaser will determine whether to accrue interest during the construction period, or fund it (capitalized interest) with a portion of the proceeds of the RABs. The actual construction interest period (not to exceed two (2) years) shall be selected by the Subsequent Developer no later than the execution and delivery of the Special Assessment Agreement, based upon the Subsequent Developer's good faith estimate of the construction period for the Project. Nothing in this Section 6.01(d)(iii) shall affect the deadlines and timeframes set forth in Sections 4.03 and 4.04 hereof.

(iv) For purposes of sizing the RABs, the assumed sales prices of the Units shall be those prices set forth in **Exhibit E** attached hereto, unless otherwise agreed to in writing by the Parties.

(v) The Indenture shall provide, at a minimum, that the RABs shall be non-callable, and that, to the extent the actual amount of aggregate Pledged Special Assessments payable by the owners of the Units upon sale of all Units (the “**Actual Pledged Special Assessments**”) is greater than the amount of the Pledged Special Assessments assumed at the time of issuance of the RABs (the “**Projected Pledged Special Assessments**,” and the difference between the Actual Pledged Special Assessments and the Projected Pledged Special Assessments, the “**Surplus Pledged Special Assessments**”), the City may, after receipt of a written request of the Master Developer, issue an additional series of RABs, to be primarily secured by the Surplus Pledged Special Assessments, and the terms and conditions of such RAB shall comport with (i)-(iv) above and this clause (v), to be set forth in the applicable indenture of trust. The use of the bond proceeds from any such issuance of RABs shall be as set forth in the Redeveloper Agreement.

6.02 City Defaults. The following shall constitute an Event of Default by the City: the failure of the City to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the City of written notice from the Entity specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the City is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

6.03 Entity Defaults. Any one or more of the following shall constitute an Event of Default by the Entity:

(a) Failure of the Entity to observe and perform any covenant, condition, representation, warranty or agreement hereunder, specifically including failure to meet the milestones in Section 4.02 and Section 4.03 hereunder, and continuance of such failure for a period of forty-five (45) days, after receipt by the Entity of written notice from the City or Master Developer specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the Entity is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Entity shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Entity and shall not have been dismissed for a period of ninety (90) consecutive days; (iii) the Entity, (A) has made a general

assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Entity has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Entity shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Entity, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Entity, under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Entity, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Entity, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; (ix) the Entity shall have suspended the transaction of its usual business for one hundred and twenty (120) consecutive days.

(c) The Entity or its successor in interest shall (i) fail to pay any real estate taxes, payments in lieu of real estate taxes, the fees and special assessments set forth in Section 4.09 herein, or any other governmental assessments on the Project Site or any part thereof when due and such failure shall continue for a period of ten (10) consecutive days after notice thereof or, (ii)(a) place on the Project Site any encumbrance or lien unauthorized by this Subsequent Developer Agreement, or (b) suffer any levy or attachment to be made, or any construction liens that have not been adequately bonded or collateralized, or any other unauthorized encumbrance or lien to attach, and with respect to (ii) (a) or (b), provision satisfactory to the City for removal or discharge of such unauthorized encumbrance or lien shall not have been made within sixty (60) days after written demand by the City to do so.

(d) There is, in violation of this Subsequent Developer Agreement, a transfer or assignment as prohibited in Article 5.

6.04 Remedies of City or Master Developer upon Event of Default by the Entity.

(a) Whenever any Event of Default by the Entity shall have occurred and be continuing beyond the applicable cure period, the City may terminate this Subsequent Developer Agreement, rescind any designation of the Entity as a Subsequent Developer or take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement; provided that no remedy available to the City shall (i) prohibit the Entity from completing sales of Units in the Project to contract purchasers in accordance with the terms of the preliminary offering statement approved by the New Jersey Department of Community Affairs, (ii) assert or impose liability on the Entity for special, indirect, consequential or punitive damages or assert or impose personal or individual liability on the affiliates, members, managers, officers and agents of the Entity, or (iii) adversely affect the security or payment of debt service on the RABs, if previously issued at the time of such termination. The Entity's retention of rights set forth in clause (i) above shall not in any way modify the timing or otherwise adversely affect

the security or payment of debt service on the RABs, if previously issued; this includes, without limitation, the expiration of capitalized interest on the RABs.

(b) Whenever any Event of Default by the Entity shall have occurred and be continuing, the Master Developer may make a written request to the City to exercise any remedies available to the City in the Event of Default by the Entity, as set forth in Section (a), which request shall not be unreasonably denied by the City. If the City does not undertake to enforce this Subsequent Developer Agreement, within one hundred and twenty days (120) days of receipt of the written request or at least thirty (30) days prior to the expiration of any applicable appeal period that may apply to such enforcement, whichever shall be shorter, Master Developer may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Entity under this Subsequent Developer Agreement, provided, however that the limitations of liability and continuing and unaffected obligations regarding the payment of debt service on the RABs set forth in 6.04(a) above shall still apply.

(c) In addition to, and not in limitation of, the remedies available to the City and to the Master Developer as set forth above, and notwithstanding any requirement of the City and the Master Developer to submit to binding arbitration to the contrary, the City or the Master Developer, as set forth above, may seek in a court of competent jurisdiction a temporary injunction or injunction to prevent: (i) any transfer or assignment not permitted pursuant to Article 5; or (ii) any action by the Entity in breach of covenants as set forth in Section 3.03(a) or 3.03(b).

(d) Remedies of the Entity upon Event of Default. Whenever any Event of Default by the City or the Master Developer shall have occurred and be continuing, the Entity may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the City or the Master Developer under this Subsequent Developer Agreement.

6.05 Restoration of Status. In case any Party, as applicable, shall have proceeded to enforce its rights under this Subsequent Developer Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely any Party, as applicable, then and in every such case, the Parties shall be restored respectively to their respective positions and rights hereunder, and all rights, remedies and powers of the Parties shall continue as though no such proceedings had been taken.

6.06 Failure or Delay by Any Party. Except as otherwise expressly provided in this Subsequent Developer Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or any such rights or remedies, or deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

6.07 Remedies Cumulative. No remedy conferred by any of the provisions of this Subsequent Developer Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

ARTICLE 7 COOPERATION AND COMPLIANCE

7.01 Implementation of Subsequent Developer Agreement and Redevelopment Plan. The parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, and consents in order to satisfy the terms and conditions of this Subsequent Developer Agreement and the Redevelopment Plan as it applies to the Project and further agree to cooperate as may be reasonably requested by any Permitted Mortgagee of the Entity in connection with obtaining financing for the Project or a part thereof; provided, however, that all cost of such action shall be borne by the Entity.

ARTICLE 8 MORTGAGE FINANCING; RIGHTS OF THE MORTGAGEE

8.01 Mortgage Financing. Neither the Entity nor the owner of the Property may obtain and record a Mortgage for the Project prior to the execution and recordation of the Special Assessment Agreement, unless (a) the Mortgage contains an explicit provision providing that it shall be subordinate to the Special Assessment Agreement; and (b) in the event a Mortgage is recorded against the Property prior to the recording of the Special Assessment Agreement, the Special Assessment Agreement shall include the agreement and acknowledgment of the mortgagee that the Mortgage lien is subordinate to the lien of the Special Assessment Agreement. For purposes of clarification and to remove any doubt, (x) no consent of the issuer of any Mortgage for the Project, or the purchase money mortgage financing any unit within the Project, is required, so long as the Special Assessment Agreement has been recorded prior to the recording of any such Mortgage or purchase money mortgage and (y) nothing in this Agreement in any way restricts any Mortgage or purchase money mortgage, to the extent desired or permitted by the Entity, from being recorded as first lien mortgages, subordinate only to the lien of the Special Assessment Agreement and other municipal liens. The Entity further agrees to provide a copy of any proposed Mortgage to the Master Developer at least five (5) days prior to the execution of said Mortgage. Thereafter, all monies obtained in connection with any construction financing for the Project must be devoted to the construction of improvements within the Project Site, related hard costs such as, but not limited to, land acquisition, and related soft costs such as interest, professional fees and filing fees. Upon completion of the Project, as evidenced by issuance of a Certificate of Completion for the Project, the Entity may refinance the Project Site without restriction.

8.02 Completion of Project by Mortgagee. Notwithstanding any of the provisions of this Subsequent Developer Agreement, including those which are or are intended to be covenants running with the land, any Permitted Mortgagee holding a Mortgage on the Project Site (including any such holder who obtains title to the Project Site or any part thereof as a result of foreclosure or other court proceedings, or action in lieu thereof, but not including (i) any other Party who thereafter obtains title to the Project Site from or through such holder or (ii) any purchaser at foreclosure sale), shall in no way be obligated by the provisions of this Subsequent Developer Agreement to construct or complete the Project or to guarantee such construction or completion; nor shall any covenant or any other provision in this Subsequent Developer Agreement be construed to so obligate such holder; provided that nothing in this Article or any other Article or provision of this Subsequent Developer Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Site or any part thereof to any uses, or to construct

any improvements thereon, other than those uses or improvements provided or permitted under the Redevelopment Plan.

8.03 Notice to Mortgagee. If the City or Master Developer shall deliver any notice or demand to the Entity with respect to any Event of Default by the Entity of its obligations or covenants under this Subsequent Developer Agreement, the City or Master Developer shall forward a copy of such notice or demand to each Permitted Mortgagee holding any Mortgage authorized by this Subsequent Developer Agreement. The Entity shall promptly advise the City and Master Developer of the name and address of any Permitted Mortgagee upon the closing of any Mortgage loan to such Permitted Mortgagee.

8.04 Mortgagee's Right to Cure Default. After delivery of notice of an Event of Default, each Permitted Mortgagee shall (insofar as the rights of the City and Master Developer are concerned) have the right, at its option, to cure or remedy such Event of Default and to add the cost thereof to the Mortgage debt and the lien of its Mortgage; provided that, if the breach or default is with respect to construction of the Project, nothing contained in this Subsequent Developer Agreement shall be deemed to permit or authorize such Permitted Mortgagee, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the holder's security, including the improvements or construction already begun) without first having expressly assumed the obligation to the City, by written agreement reasonably satisfactory to the City, to complete, in the manner provided in this Subsequent Developer Agreement, the Project on the Project Site or the part thereof to which the lien, interest or title of such holder relates.

Any such Permitted Mortgagee opting to effect necessary cure action shall cure the Event of Default (i) within 30 days of receipt of notice of same in the case of a monetary default and (ii) within 60 days of receipt of notice of same in the case of a non-monetary default, unless same cannot reasonably be cured within such 60 day period and the Permitted Mortgagee commences the cure within the 60 day period and diligently pursues same to completion.

Any such Permitted Mortgagee who shall properly complete the Project or applicable part thereof shall be entitled, upon written request made to the City to receive the Certificate of Occupancy and the Certificate of Completion as set forth in this Subsequent Developer Agreement.

ARTICLE 9 MISCELLANEOUS

9.01 Conflict with Redeveloper Agreement. To the extent that (i) the rights and responsibilities of the Entity and obligations of the City contained in this Subsequent Developer Agreement are inconsistent with the rights and responsibilities of a Subsequent Developer or the obligations of the City as set forth in the Redeveloper Agreement then provisions of this Subsequent Developer Agreement shall govern. The City acknowledges that the Master Developer shall have no liability under this Subsequent Developer Agreement and that its acknowledgement of this Subsequent Developer Agreement is solely for the purpose of recognizing the Entity and the Project pursuant to the Redeveloper Agreement. Nothing contained in this Subsequent Developer Agreement modifies, alters or waives the rights of either the City or the Master Developer under the Redeveloper Agreement. No action or inaction by the Entity shall be imputed

to be considered a breach, default, or violation of the Redeveloper Agreement by the Master Developer.

9.02 No Consideration for Agreement. The Entity warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Subsequent Developer Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Entity further warrants it has not paid or incurred any obligation to pay any officer or official of the City, any money or other consideration for or in connection with this Subsequent Developer Agreement

9.03 Non-Liability of Officials and Employees. No member, official or employee of the City shall be personally liable to the Entity, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Entity or its successor, or on any obligation under the terms of this Subsequent Developer Agreement. No member, officer, or employee of the Entity shall be personally liable to the City under this Subsequent Developer Agreement.

9.04 Inspection of Books and Records.

(a) The City shall have the right at all reasonable times on reasonable advance notice to the Entity to inspect the books and records of the Entity pertinent to the requirements of this Subsequent Developer Agreement, including but not limited to construction contracts, books and records, leases, insurance policies, and agreements.

(b) The Entity shall have the right at all reasonable times to inspect the books and records of the City pertinent to the purposes of this Subsequent Developer Agreement.

(c) Such inspections must be performed at a time and in a manner as to not unreasonably interfere with the business operations of the Party whose books and records are being inspected.

9.05 Modification of Agreement. No modification, waiver, amendment, discharge, or change of this Subsequent Developer Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Entity and the City, and acknowledged by the Master Developer.

9.06 Recitals. The recitals contained in this Agreement contain statements of fact and/or expressions of intention by the Parties and are deemed to be part of the substance of this Agreement.

9.07 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

9.08 Title of Articles and Sections. The titles of the several Articles and Sections of this Agreement, as set forth in the Table of Contents or at the heads of said Articles and Sections, are

inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

9.09 Severability. The validity of any Articles and Section, clause or provision of this Subsequent Developer Agreement shall not affect the validity of the remaining Articles and Section, clauses or provisions hereof.

9.10 Indemnification. The Entity, for itself and its successors and assigns, covenants and agrees, at its sole cost and expense to indemnify, defend and hold harmless the Master Developer, the City, its Governing Body, their respective officers, employees, agents, attorneys and consultants, representatives and employees, agents, attorneys and consultants, representatives and employees and respective successors and assigns from any third party claims, liabilities, losses, costs, damages, penalties and expenses (including reasonable attorney's fees) resulting solely from or in connection with one or a combination of the following (i) any breach by the Entity or its agents, employees or consultants, of the Entity's obligations under this Subsequent Developer Agreement, or (ii) the acts or omissions of the Entity agents, contractors or subcontractors, employees, or consultants in connection with the development, financing, design, construction, operation, or maintenance of the Project.

9.11 Governing Law. The Subsequent Developer Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9.12 Waiver of Jury Trial. The Parties to this Subsequent Developer Agreement do hereby waive the right to a trial by jury with respect to any dispute or controversy concerning or arising as a consequence of this Agreement.

9.13 Notices. Any notice by a Party to this Subsequent Developer Agreement to another of the parties shall be deemed to have been properly given only if (i) delivered personally or (ii) sent by registered or certified mail return receipt requested in a postage paid envelope or (iii) sent by nationally recognized overnight delivery service to a Party at such Party's address set forth above or such other address as a Party may designate in writing. Notices shall be deemed to have been duly given when received by the addressee or upon the addressee's refusal to accept delivery. The terms of this Section 9.13 shall apply to any Permitted Mortgagee upon such Permitted Mortgagee giving notice to the other parties of its identity and address.

9.14 Condemnation. The City is authorized under the Act to condemn property in a redevelopment area for the purpose of effectuating a redevelopment project; however, pursuant to Section 17.2 of the Redeveloper Agreement, the City has contractually agreed not to exercise its eminent domain powers concerning any property within the Boardwalk Area or the Prime Renewal Area of the Redevelopment Plan without Master Developer's consent.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Subsequent Developer Agreement as of the date first written above.

[SEAL]

Attest:

THE CITY OF ASBURY PARK

By: _____

Name: John Moor

Title: Mayor, City of Asbury Park

Witness:

ASBURY PARTNERS, LLC

By: _____

Name: _____

Title: _____

Witness:

**202/204 7th AVENUE URBAN
RENEWAL, LLC (f/k/a 202 Seventh
Avenue LLC)**

By: _____

Name: _____

Title: _____

EXHIBIT A (to Subsequent Developer Agreement)

Project Description and Project Concept Plans/Architectural Renderings

1. The Project consists of 14 for sale condominiums, as set forth within the Subsequent Developer Agreement. The Project includes a 5 story (70 feet in total height) building with a roof-top deck. There will be a garage on the ground floor, and housing units above, with a mezzanine level at the top floor. The garage will have 23 parking spaces.
2. The Project Site (Block 4201, Lots 3 and 4) consists of an empty lot. The commercial building previously existing on said lot has demolished.
3. The proposed building is a podium building, and the parking garage will be concrete and steel. The balance of the building (floors 2-5) will be conventional wood framing.
4. The exterior façade will consist of hardiplank siding, or equivalent siding, and nichiha panels.
5. Building amenities include a first-floor lobby with a sitting area and room for bicycles, beach chairs, umbrellas, and surf boards.
6. The roof-top deck will have lounge chairs, tables, a barbeque, dishwasher, counter, and sink.
7. The building will be 80 feet wide and 130 feet deep.
8. There will be 6 – approximately 1,500 square foot units (2 bedrooms) with 2 each on floors 2-4. There will be 6 – approximately 1,725 square foot units (2 bedrooms with den), with 2 each on floors 2-4. The 5th floor will have 2 – 2/3 bedroom units which are approximately 2,600 square feet with approximately 1,200 square foot roof decks. The livable square feet in the building is approximately 24,800. Each unit will have a balcony.
9. The project will not be restricted by age group.
10. A six-foot high, masonry wall that resembles the building's first floor finish extends from each front building corner to the side lot line. There is an iron gate within the wall aligned with the proposed sidewalk to permit access to the sides of the building. The easterly wall has the street number affixed to the surface. Along the side lot lines and across the rear lot line is a six foot high, wood, board-on-board fence. The architectural plans contain a plan detail for the board-on-board fence, which should be revised to show the fence plan and elevation. It is also suggested that a horizontal mounting, rather than vertical board style, would be more in character with the architecture.

11. The streetscape and landscaping improvements will comply with prevailing Redevelopment Plan requirements.
12. The building materials will be consistent with the Redevelopment Plan, as amended, and shall consist primarily of fiber cement panels; additionally, the Project will adhere to all CAFRA Permit and FEMA Regulations.

EXHIBIT A1-A7 (to Subsequent Developer Agreement)

Project Concept Plans/Architectural Renderings

Attachment: sub FINAL NEW Subsequent Developer Agreement (348438-3x9DC53) (2022-469 : First Amendment to SDA for Block 4201, lots 3

EXHIBIT B (to Subsequent Developer Agreement)**Project Schedule**

This Project Schedule is illustrative and is consistent with the timeframes set forth in the Subsequent Developer Agreement. Timeframes associated with the approval/construction process include the following:

Submission to Asbury Park Planning Board	Completed and Planning Board Approval obtained.
Governmental Approval Date	Within (1) Year from the Effective Date
Building Permits Approvals Date	Within six (6) months of the later of the Effective Date or the Governmental Approval Date.
Commencement of Construction	No later than one hundred and eighty (180) days after the later of the Effective Date or the Governmental Approval Date,
Project Completion Date	No later than thirty-six (36) months from the Commencement of Construction.

EXHIBIT C (to Subsequent Developer Agreement)
Form of Declaration of Covenants and Restrictions

Attachment: sub FINAL NEW Subsequent Developer Agreement (348438-3x9DC53) (2022-469 : First Amendment to SDA for Block 4201, lots 3

DECLARATION OF COVENANTS AND RESTRICTIONS

This Declaration of Covenants and Restrictions (“Declaration”), is made this ____ day of 2021, by **202/204 7th Avenue Urban Renewal, LLC**, a New Jersey limited liability company qualified to do business as an urban renewal entity under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, et. seq. with principal offices located at 1005 Main Street, 2nd Floor, Asbury Park, New Jersey 07712 (the “Entity”).

FOR THE BENEFIT OF

The City of Asbury Park, a municipal corporation of the State of New Jersey with offices at 1 Municipal Plaza, Asbury Park, New Jersey, 07712 (the “City”) acting in the capacity of a redevelopment agency for the City of Asbury Park, New Jersey; and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder.

WITNESSETH:

NOW, THEREFORE, the Entity declares that the Project and the Project Site as defined above and such additions thereto as may hereinafter be made in accordance herewith, is and shall be held, transferred, sold, conveyed, leased, occupied, and used subject to the covenants, conditions, charges, and obligations hereinafter set forth in this Declaration:

Section 1. General. The foregoing whereas clauses are hereby incorporated in this section 1 as if fully set forth at length.

Section 2. Definitions. Defined terms not otherwise defined herein shall have the meaning assigned to such terms in the Subsequent Developer Agreement, a fully executed copy of which shall be on file in City Hall.

Section 3. The Entity's Covenants. In accordance with the terms of the Subsequent Developer Agreement, the Entity expressly covenants and agrees as follows:

(a) The Entity shall construct on the Project Site only the uses as established in the Redevelopment Plan, the Subsequent Developer Agreement and as approved by the Planning Board.

(b) The Entity shall not sell, lease or otherwise transfer all or any portion of the Project Site unless as permitted in the Subsequent Developer Agreement or unless an initial Certificate of Occupancy has been issued for the Project or as otherwise permitted in accordance with the Financial Agreement, provided that nothing contained herein shall prohibit the Entity from entering into contracts for such purposes and provided that nothing shall prohibit the Entity from selling individual Units within the Project to third-party purchasers prior to the issuance of a Certificate of Completion for the Project, provided the Entity has obtained a Certificate of Occupancy for any Unit sold.

(c) The Entity shall keep the Project Site free from any substantial accumulation of debris or waste materials generated as a result of the Project and shall maintain in good condition any landscaping required to be planted on the Project Site pursuant to the Final Site Plan. Additionally, the Entity shall keep the areas immediately surrounding the Project Site, such as public roads, sidewalks,

etc. free from any accumulation of debris or waste materials generated as a result of the Project and any such debris shall be removed at the end of each work day, or sooner in the case of public safety, as directed by the City Manager.

(d) The Entity shall, in connection with its use or occupancy of the Project, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Project Site or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, gender identity, sex or familial status, and the Entity, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

(e) The Entity shall, in order to effectuate the purposes of the Subsequent Developer Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things which may be reasonably requisite or proper for the construction and development of the Project in accordance with the Final Site Plan, the Subsequent Developer Agreement, the Redevelopment Plan, and Applicable Law.

(f) The Entity shall, upon completion of construction of the Project, obtain all Governmental Approvals required, if any, authorizing the occupancy and use of the Project for the purposes contemplated hereby.

(g) The Entity shall not suspend or abandon or discontinue the performance of its obligations under the Subsequent Developer Agreement for a period of more than one hundred and twenty (120) consecutive days, provided, however, that a suspension of the performance of its obligations under the Subsequent Developer Agreement shall be permitted for the reasons set forth in Section 4.06 of the Subsequent Developer Agreement.

(h) The Entity shall cause the Project to be developed, financed, constructed, operated and maintained without any cost or expense to the City.

(i) The Entity shall develop, finance, construct, operate and maintain the Project on the Project Site consistent with Applicable Laws, Government Approvals, the Redevelopment Plan, and the Subsequent Developer Agreement.

(j) The Entity shall not encumber, hypothecate or otherwise use the Project Site, or any part thereof as collateral for any transaction unrelated to the Project.

(k) The Entity shall use commercially reasonable efforts to diligently undertake the financing, construction, development, operation, and maintenance of the Project during the period between the Commencement of Construction and Completion of Construction of the Project in accordance with the deadlines or timeframes for completion of Project activities as set forth in this Subsequent Developer Agreement.

(l) **Opportunities for Local Residents During Construction.** The Entity shall make a Good Faith Effort, as same is defined in the Subsequent Developer Agreement, to employ at least fifteen (15) percent local resident participation in the construction of the Project and shall provide scholarships, apprenticeships and internships as set forth in the Subsequent Developer Agreement.

(m) **Opportunities for Women and Minorities in Construction Jobs:** The Entity shall make good faith efforts, as provided in the Subsequent Developer Agreement, to encourage women and minority participation in the construction of the Project.

(n) The Entity shall construct the Project in conformance with CAFRA Permit number 1303-03-0001.2, issued by the New Jersey Department of Environmental Protection on March 26, 2004, as subsequently modified, and shall not seek any further modification of the CAFRA Permit.

(o) The Entity shall record the Declaration of Restrictions in the office of the Monmouth County Clerk.

(p) The Entity shall indemnify the City as set forth in Section 9.10 of the Subsequent Developer Agreement.

(q) The Entity shall provide all information, and shall execute all certificates or other documents, reasonably required in connection with the initial issuance of the RABs or required on a continuing basis in connection with the RABs. Such information shall include, but shall not be limited to, all

representations, warranties, covenants and disclosures reasonably required pursuant to Applicable Laws, including, without limitation, the Act, limited liability company authorization law, RAB Law, federal and state income tax and securities laws, and in connection with the initial or re-sale of the RABs, or otherwise. The covenants of the Entity in this Section 3(q), including, without limitation, the requirement to provide information reasonably required in connection with any re-sale of the RABs, shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding. ®.

(r) The Entity, and not the Master Developer, shall pay the Deficiency Amount (as defined in the Infrastructure Ordinance), if any, and the Special Assessment Agreement shall provide as such. The Entity's obligation to pay the Deficiency Amount shall survive the termination of the Subsequent Developer Agreement. The Deficiency Amount, if any, shall be payable by the Entity within thirty (30) days following the sale of the final unit, and shall be payable if and to the extent that the Actual Pledged Special Assessment is less than the Projected Pledged Special Assessment, and shall be used to redeem all or any portion of the RABs, such that the Actual Pledged Special Assessment shall be sufficient to pay the debt service and other charges applicable to the remaining aggregate principal amount of RABs (after redemption caused by payment of the Deficiency Amount) as same shall come due through maturity. Notwithstanding the foregoing, the Parties may agree to a different Deficiency Amount and/or payment mechanism, but only if agreed to in writing by all Parties and the terms of which shall be set forth in the

indenture for the RABs.

(s) The Entity shall ensure that any agreements with its lessees or assigns shall reflect the covenants set forth herein.

Section 4. The Encumbered Lands. The lands and premises (together with the improvements to be constructed thereon) which are intended to be encumbered by this Declaration consist of the Project Site which consists of Block 4201, Lots 3 & 4 (the “**Property**”) on the tax maps of the City, and as more particularly described in the metes and bounds description attached hereto as Schedule 1 (“Legal Description”).

Section 5. Effect and Duration of Covenants. The Entity hereby acknowledges that this Declaration shall be recorded, imposing on the Project Site the covenants provided in this Declaration, provided, however, that such covenants shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project or any part thereof. The covenants provided herein shall run with the land and shall cease and terminate when a Certificate of Completion for such improvements has been issued, except that the covenants set forth in Section 3(q) and Section 3(r) shall survive the termination of the Subsequent Developer Agreement, and shall only terminate at such time as no RABs remain outstanding. Notwithstanding anything in this Declaration or the Agreement to the contrary, upon the issuance of a Certificate of Occupancy by the City for a particular Unit in the Project and upon sale of that Unit to a third-party buyer by the Entity, the third-party unit purchaser shall be relieved of any responsibility or obligation under this Declaration or the Agreement.

Section 6. Indemnity. The Entity shall comply with the provisions set forth in Section 9.10 of the Subsequent Developer Agreement entitled INDEMNIFICATION. The Indemnity shall survive the termination of the Subsequent Developer Agreement and shall run with the land, provided, however, that the Indemnity shall be binding on the Entity itself, each successor in interest to the Project, the Project Site, or any part thereof, and each party in possession or occupancy, respectively, only for such period as the Entity or such successor or party shall have title to, or an interest in, or possession or occupancy of the Project Site, the Project improvements or any part thereof.

Section 7. Binding Effect and Enforcement. This Declaration shall inure to the benefit of the City, its legal and personal representatives, successors and assigns, and such other persons and parties entitled to enjoy the benefits and protections of the covenants and restrictions hereof and to enforce the obligations of the Entity hereunder. This Declaration and the covenants and restrictions imposed upon the Project Site hereunder shall be enforceable by the City, and such other persons and parties entitled to enforce the provisions of the Subsequent Developer Agreement against the Entity.

[Signature Page Follows]

STATE OF NEW JERSEY :

:ss:

COUNTY OF :

BE IT REMEMBERED, that on this day _____ day of _____
before me, the subscriber, an officer duly authorized pursuant to N.J.S.A. 46:14-6 to take
acknowledgments for use in the State of New Jersey, personally appeared , who acknowledged
under oath, to my satisfaction, that this person (or if more than one, each person): (a) is the
managing member of 202/204 7th Avenue Urban Renewal, LLC, the limited liability company
named in the within instrument and is authorized to sign the within instrument on behalf of the
limited liability company; and (b) as such member or manager, signed, sealed and delivered this
instrument as the voluntary act and deed of the limited liability company, made by virtue of
authority from all of its members.

Notary Public

Schedule 1 (to Declaration of Covenants and Restrictions)

Legal Description

EXHIBIT D (to Subsequent Developer Agreement)

Omitted

EXHIBIT E (to Subsequent Developer Agreement)**Assumed Unit Pricing**

<u>Unit Location</u>	<u>Unit Description</u>	<u>Sales Price</u>	<u>Number</u>
Rear of Floors 2-4	1,524 sq. ft.	\$ 845,000.00	6
Front of Floors 2-4	1,729 sq. ft.	\$ 945,000.00	6
Rear Penthouse (Fl. 5)	2,573 sq. ft.	\$1,295,000.00	1
Front Penthouse (Fl. 5)	2,718 sq. ft.	\$1,395,000.00	1



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 22, 2022
RESOLUTION SUMMARY

2022-470

This Resolution suspends metered parking regulation in the City's Waterfront and Downtown on Saturdays from November 26, 2022 to December 24, 2022 and in the Bangs Avenue Garage during the months of November and December 2022.



RESOLUTION NO. 2022-470

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

RESOLUTION AMENDING THE METERED PARKING REQUIREMENTS IN THE CITY FOR NOVEMBER 2022 AND DECEMBER 2022

WHEREAS, the requirements concerning metered parking in the downtown and waterfront areas of the City of Asbury Park (“the City”) were established per Ordinance No. 2982 (the “Ordinance”), which was adopted by the Mayor and City Council on May 19, 2011, and which has subsequently been amended in certain limited respects; and

WHEREAS, the Mayor and Council have previously taken action by Resolution to modify the metered parking requirements as set forth in the Ordinance for certain temporary periods of time for various reasons; and

WHEREAS, as an incentive to encourage increased business for the merchants in the downtown and waterfront areas of the City during the holiday season, the Mayor and Council wish to temporarily suspend the metered parking requirements in those areas so as to allow for “free” parking between the hours of 9:00 a.m. and 6:00 p.m. of each Saturday, commencing on November 26, 2022, through to and including December 24, 2022; and

WHEREAS, the Mayor and Council wish to temporarily suspend the metered parking requirements for weekend public parking in the Bangs Avenue Garage located at 605 Bangs Avenue so as to allow for “free” parking for the months of November 2022 and December 2022; and

WHEREAS, the purpose of this Resolution is to memorialize this temporary suspension of the metered parking requirements.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the Mayor and City Council of the City of Asbury Park that the metered parking requirements in the downtown and waterfront areas of the City, as established per Ordinance No. 2982, as amended, are hereby suspended so as to allow for “free” parking 9:00 a.m. and 6:00 p.m. of each Saturday, commencing on November 26, 2022, through to and including December 24, 2022 and “free” parking each weekend in the Bangs Avenue Garage during the months of November 2022 and December 2022.

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

NO. 2022-470 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Tuesday, November 22, 2022
RESOLUTION SUMMARY

2022-471

Resolution to create an ad hoc advisory committee to be known as the “CCRB Exploratory Committee.”



RESOLUTION NO. 2022-471

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

RESOLUTION ESTABLISHING AN AD HOC ADVISORY COMMITTEE TO BE KNOWN AS THE “CCRB EXPLORATORY COMMITTEE” TO STUDY AND REVIEW THE POTENTIAL CREATION OF A CIVILIAN COMPLAINT REVIEW BOARD OR SIMILAR TYPE OF POLICE OVERSIGHT BOARD OR COMMITTEE TO PROMOTE TRANSPARENCY, ACCOUNTABILITY AND PUBLIC CONFIDENCE IN THE POLICE DISCIPLINARY PROCESS

WHEREAS, in September of 2020, the Asbury Park City Council (the “City Council”) established an ad hoc advisory committee known as the “Equity Committee” to review the policies and procedures of the Asbury Park Police Department (the “APPD”) concerning police enforcement and discrimination, to make findings as to whether these policies and procedures are effective and fair, and to propose amendments to these policies and procedures, if necessary; and

WHEREAS, the Equity Committee was composed of a diverse group of individuals representing a wide range of input, experiences and backgrounds, and was tasked with the responsibility to conduct meetings, to perform research, and to solicit community input in order to formulate findings and recommendations to be presented to the City Council; and

WHEREAS, the Equity Committee undertook its responsibilities in a diligent and thoughtful manner; and

WHEREAS, in April of 2021, the Equity Committee presented a written summary of its findings and recommendations to the City Council; and

WHEREAS, the recommendations included eight (8) separate items for the City Council’s consideration; and

WHEREAS, the first recommendation was for the City to “explore the creation and establishment of some type of oversight committee or review board to establish transparency and accountability regarding issues of misconduct within the police force”; and

WHEREAS, this recommendation included the suggestion that the City Council “appoint and empower an independent committee made up of a cross-section of the community for a certain period of time to explore, research and to develop a framework for an Asbury Park Review Board or Committee”; and

WHEREAS, since the City Council received the Equity Committee’s written report, it has implemented a number of the recommendations set forth therein, including the employment of additional social worker(s) and/or mental health provider(s) to assist the APPD in crisis situations, along with the implementation of additional community policing and walking patrol activities; and

WHEREAS, the City Council now wishes to move forward with the first recommendation referenced above, and that is to appoint and empower an independent committee made up of a cross-section of the community (representing a wide range of input, experiences and backgrounds) for a designated period of time to explore, research and develop a framework for a potential Asbury Park Civilian Complaint Review Board or similar type of police oversight board or committee; and

WHEREAS, the City Council is mindful of the fact that any such Civilian Complaint Review Board, or similar police oversight board or committee, must comply with the various laws of the State of New Jersey, including but not limited to State statutes, existing case law, and the New Jersey Attorney General’s “Internal Affairs Policy & Procedures”; and

WHEREAS, the proposed exploratory committee shall constitute an ad hoc advisory committee (similar to the Equity Committee) comprised of no more than twelve (12) members, and shall be known as the “CCRB Exploratory Committee”; and

WHEREAS, the work to be performed by the CCRB Exploratory Committee shall endure for a period of time not to exceed one hundred and eighty (180) days following the appointment of the membership thereof, which time period may be extended, if necessary, by further Resolution of the City Council; and

WHEREAS, following the adoption of the within Resolution, any individuals who are interested in serving on the CCRB Exploratory Committee may submit an application to the City Clerk’s office so that their candidacy may be considered by the City Council; and

WHEREAS, priority in the selection process shall be granted to those members of the former Equity Committee who wish to continue their involvement with this matter and serve on the CCRB Exploratory Committee; however, other members of the public are encouraged to apply as well.

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

1. That an ad hoc advisory committee to be known as the “CCRB Exploratory Committee,” comprised of no more than twelve (12) members, is hereby formed and established in order to explore, research and develop a framework for an Asbury Park Review Board or similar type of police oversight board or committee.

2. That, following the adoption of the within Resolution, any individuals who are interested in serving on the CCRB Exploratory Committee may submit an application to the City Clerk's office so that their candidacy may be considered by the City Council. Priority in the selection process shall be granted to those members of the former Equity Committee who wish to continue their involvement with this matter and serve on the CCRB Exploratory Committee; however, other members of the public are encouraged to apply as well. The City Council shall appoint the membership of the CCRB Exploratory Committee by subsequent Resolution.
3. That the CCRB Exploratory Committee's existence shall sunset one hundred and eighty (180) days following the appointment of the membership thereof, unless the Committee's existence is extended by further Resolution of the City Council.
4. Due to the nature of the CCRB Exploratory Committee's proposed work, which may involve sensitive and confidential interviews, discussions and material, and given the fact that the CCRB Exploratory Committee is purely advisory in nature, the CCRB Exploratory Committee shall not be subject to the requirements of the New Jersey Open Public Meetings Act. However, upon completion of the Committee's work, the CCRB Exploratory Committee shall file a report with the City Council concerning its findings and recommendations, and representative(s) of the Committee shall appear at a City Council meeting to present its report.
5. That a certified copy of the within Resolution shall be provided to each of the following:
 - a. Donna Vieiro, City Manager;
 - b. David Kelso, Police Chief ;
 - c. Guy Thompson, Deputy Police Chief ; and
 - d. Frederick C. Raffetto, Esq., City Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-471 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

CERTIFIED BY ME THIS 23rd DAY OF November, 2022.

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2022-14**

**ORDINANCE AUTHORIZING THE CITY OF ASBURY PARK TO CONVEY AN
EASEMENT TO PERMIT A LIMITED ENCROACHMENT INTO THE RIGHT-OF-
WAY AREA ADJACENT TO FIRST AVENUE AND PINE STREET, RELATING TO
AN EXISTING RETAINING WALL LOCATED AT 1201 FIRST AVENUE (BLOCK
1705, LOT 14), ASBURY PARK, NEW JERSEY**

WHEREAS, the City of Asbury Park (the “City”) possesses jurisdiction over certain public right-of-way (“R.O.W.”) areas located within the City; and

WHEREAS, Jason Tucker and Tyler Williams (the “Owners”) are the record owners of the property located at 1201 First Avenue, Asbury Park, New Jersey, which is more commonly known and designated as Block 1705, Lot 14 on the City’s official Tax Map (the “Property”); and

WHEREAS, the Owners have requested the City’s permission to maintain an existing retaining wall located along the frontage of the Property, situated adjacent to First Avenue and partially along Pine Street, which retaining wall encroaches, in limited respects, into the City R.O.W.; and

WHEREAS, the encroachment is described and depicted in detail in a Legal Description and Plan of Proposed Easement, respectively, which were prepared by Charles Surmonte, P.E. & L.S., dated June 13, 2022, copies of which are attached hereto collectively as “Exhibit A”; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public R.O.W. areas on a case-by-case basis; and

WHEREAS, with respect to the within request, the Mayor and Council have determined the following:

1. The subject retaining wall has existed within the City R.O.W. for many years, and the within encroachment was not created by the Owners.
2. The within encroachment into the public R.O.W. does not interfere with the ability of the public to continue to utilize the existing sidewalks that are adjacent to the Property along First Avenue and Pine Street;
3. The total land area associated with the encroachment is de minimus given the overall size of the Property; and

4. The granting of an easement associated with the encroachment will not negatively affect the surrounding area in which the Property is located; and

WHEREAS, as a result, to the extent that the City has jurisdiction over the area in question, and without making any affirmative representations with regard thereto, the Mayor and Council are willing to grant an easement in perpetuity to the Owners (which easement will run with the land) over the area of the Property referenced in “Exhibit A” (as attached hereto) in order to permit the encroachment of the existing retaining wall into the City R.O.W., for the nominal consideration of One Dollar (\$1.00), subject to certain conditions; and

WHEREAS, the conditions shall include, but not be limited to, the following: (1) that the area associated with the easement shall only be used for the purpose(s) set forth herein and for no other purpose(s); (2) that the existing retaining wall or any replacement thereof must comply with all applicable Ordinances of the City; and (3) that the easement shall further be subject to the terms and conditions to be set forth in an Easement Agreement to be executed by the parties, which Agreement shall be in a form satisfactory to the City Attorney; and

WHEREAS, the purpose of this Ordinance is to authorize the approval of an easement associated with the above-referenced encroachment, in accordance with the New Jersey “Local Lands and Buildings Law,” N.J.S.A. 40A:12-1, *et seq.*, and/or other appropriate authority; and

WHEREAS, the Mayor and Council do not wish for the granting of the within easement to serve as a precedent for further encroachments into the City’s R.O.W. areas elsewhere in the City, but rather declare that any and all such requests must be carefully reviewed by the Governing Body and considered strictly on a case-by-case basis, and that any such requests shall be granted only where substantial reasons are shown to justify and warrant the granting of the same.

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

1. That, to the extent that the City has jurisdiction over the area in question, and without making any affirmative representations with regard thereto, the City hereby authorizes the conveyance of an easement in perpetuity to the Owners (which easement will run with the land) over the area of the Property described and depicted in “Exhibit A” (as attached hereto) in order to permit the encroachment of the existing retaining wall into the City R.O.W., for the nominal consideration of One Dollar (\$1.00), subject to certain conditions.
2. That the conditions shall include, but not be limited to, the following: (1) that the area associated with the easement shall only be used for the purpose(s) set forth herein for a wall only and for no other purpose(s) (2) that the existing retaining wall or any replacement thereof must comply with all applicable Ordinances of the City; and (3) that the easement shall

further be subject to the terms and conditions to be set forth in an Easement Agreement to be executed by the parties, which Agreement shall be in a form satisfactory to the City Attorney.

3. That the Mayor is hereby authorized to execute, and the Municipal Clerk to attest, an Easement Agreement in order to effectuate the granting of the within easement, which Agreement shall be consistent with the intentions set forth herein and which shall be in a form satisfactory to the City Attorney.
4. That, following proper execution and notarization of the said Easement Agreement, the same shall be recorded with the Monmouth County Clerk's Office, at the Owners' expense.
5. That all other City officials and employees are hereby authorized to undertake any and all activities that are necessary in furtherance of the intentions of the within Ordinance.
6. That all costs and expenses associated with this matter shall be paid by the Owners, through an escrow account established with the City.
7. That this Ordinance shall become effective twenty (20) days following its final passage, in accordance with N.J.S.A. 40:69A-181(b).
8. 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.
9. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2022-14 which was finally adopted by the City Council at a meeting held on the 22nd day of November, 2022

LISA ESPOSITO
CITY CLERK

Exhibit A

Attachment: Exhibit A (2) (2022-14 : Easement for retaining wall at First Avenue and Pine Street for 1201 First Avenue Block 1705, Lot 14)

Charles Surmonte P.E. & L.S.

Professional Engineer and Land Surveyor

301 Main Street, Allenhurst, NJ 07711

Phone 732-660-0606 Fax 732-660-0404

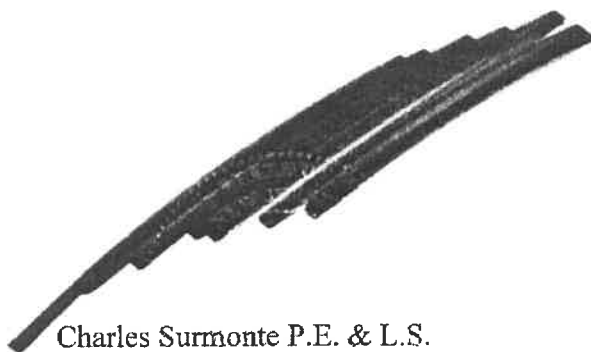
13 June 2022

Description of proposed easement, adjacent to Lot 14, Block 1705 situated in the City of Asbury Park, Monmouth County, New Jersey

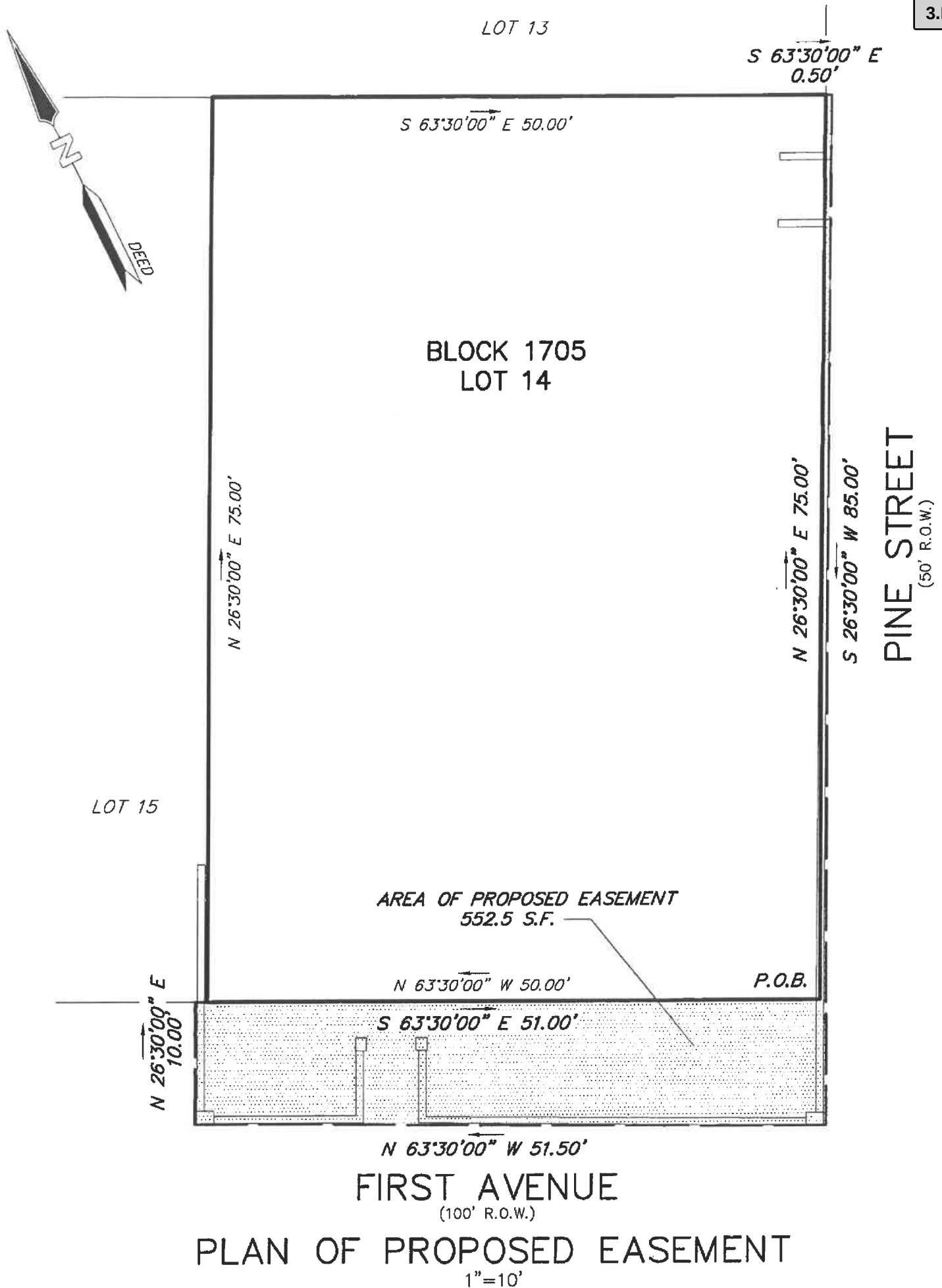
Beginning at a point, said point being in the northerly line of First Avenue (100' R.O.W.), at its point of intersection with the westerly line of Pine Street (50' R.O.W.); thence proceeding,

1. Along the westerly line of Pine Street, North 26 degrees 30 minutes 00 seconds East, a distance of 75.00 feet to a point being the northeasterly corner of Lot 14, Block 1705; thence,
2. Along the northerly line of Lot 14, Block 1705 extended easterly, South 63 degrees 30 minutes 00 seconds East, a distance of 0.50 feet to a point in the easterly line of subject easement; thence,
3. Along subject easement line, South 26 degrees 30 minutes 00 seconds West, a distance of 85.00 feet to a point; thence,
4. Along subject easement line, North 63 degrees 30 minutes 00 seconds West, a distance of 51.50 feet to a point; thence,
5. Along subject easement line, North 26 degrees 30 minutes 00 seconds East, a distance of 10.00 feet to a point in the northerly line of First Avenue; thence,
6. Along the northerly line of First Avenue, South 63 degrees 30 minutes 00 seconds East, a distance of 51.00 feet to the **point of beginning**.

Containing 552.5 sq.ft.



Charles Surmonte P.E. & L.S.
N.J. License No. 35885



Attachment: metes & bounds description and plan (2022-14 : Easement for retaining wall at First Avenue and Pine Street for 1201 First Avenue



Minutes
Meeting of the Municipal Council
Tuesday, November 22, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-457 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Jesse Kendle	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Donna Vieiro	City Manager	Absent	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	
Anthony Cucci	Deputy City Clerk	Absent	

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

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

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Chapman stated, I just wanted to mention some opportunities for holiday meals for Thanksgiving meals in the city. Tonight at Trinity Church until 6:00PM there will be Thanksgiving meals. Also, Thursday November 24th from 11:00AM to 1:00PM at Langosta Lounge; Thursday November 24th Thanksgiving meal at St. Paul's UMC in Ocean Grove; and Saturday November 26th Thanksgiving meal at Trinity Episcopal Church from 11:30AM to 1:30PM. I just want to wish all of you a Happy Thanksgiving.

Council member Clayton stated, Happy Thanksgiving to you and your families, and be safe.

Council member Kendle stated, I would like to wish everybody a happy and safe Thanksgiving.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, Happy Thanksgiving and hopefully I will see everybody at the December 2nd Christmas tree lighting in Fireman's Park.

Matters from City Manager

City Manager, Donna Vieiro was absent.

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by mayor Moor and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Rita Marano made a comment about the zoning officer, and OPRA requests; Kerri Martin made a comment about the Participatory Budget Committee.

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

MINUTES

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

1. Municipal Council- Executive Meeting November 10, 2022 4:00 PM
2. Municipal Council - Regular Meeting - Nov 10, 2022 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2022-458 Resolution Approving Special Event Applications

2022-459 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue Plan Firefighter Grant

2022-460 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2022 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds

2022-461 Resolution to Adjust Sewer Charges on Various Accounts

INDIVIDUAL RESOLUTIONS

2022-462 Resolution Approving Payment of Bills

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

2022-463 Resolution Authorizing the Purchase of Parts & Materials Needed for Repairs to the Elgin Street Sweeper

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

2022-464 Resolution Awarding a Contract for Improvements to Memorial Drive

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

2022-465 Resolution Awarding of an Emergency Contract to Millennium Communications Group for Fiber Repairs along Boston Way

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

2022-466 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2022 Budget

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

2022-467 Resolution Authorizing a Pilot Study to Improve Sludge Thickening and Odor Control at the Waste Water Treatment Plant

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

2022-468 Resolution Providing For The Combination Of Certain Issues Of Not To Exceed \$2,157,000 General Obligation Bonds Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Determining The Form And Other Details Of Such Bonds And Providing For The Sale Of Such Bonds To The Monmouth County Improvement Authority Pursuant To The Governmental Pooled Loan Program

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

2022-469 Resolution of the Mayor and City Council of Asbury Park Authorizing the City of Asbury Park to Enter into a Subsequent Redeveloper Agreement with Asbury Partners, LLC and 202/204 7th Avenue Urban Renewal, LLC Regarding Residential Development on Block 4201, Lots 3 and 4 to Supersede a Prior Subsequent Developer Agreement by and Among the City of Asbury Park, Asbury Partners, LLC and 202 Seventh Avenue, LLC

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

2022-470 Resolution Amending the Metered Parking Requirements in the City for November 2022 and December 2022

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

2022-471 Resolution Establishing An Ad Hoc Advisory Committee To Be Known As The “Ccrb Exploratory Committee” To Study And Review The Potential Creation Of A Civilian Complaint Review Board Or Similar Type Of Police Oversight Board Or Committee To

Promote Transparency, Accountability And Public Confidence In The Police
Disciplinary Process

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

ORDINANCES

Introduction

2022-14 Ordinance Authorizing The City Of Asbury Park To Convey An Easement To Permit A Limited Encroachment Into The Right-Of-Way Area Adjacent To First Avenue And Pine Street, Relating To An Existing Retaining Wall Located At 1201 First Avenue (Block 1705, Lot 14), Asbury Park, New Jersey

RESULT:	INTRODUCED [4 TO 1]
	Next: 12/7/2022 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Jesse Kendle, Amy Quinn, John Moor
NAYS:	Eileen Chapman

ADJOURNMENT

The meeting was adjourned at 6:30 PM

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

Respectfully submitted by:

Lisa Esposito, City Clerk