



Agenda  
Meeting of the Municipal Council  
Wednesday, December 20, 2023  
REGULAR MEETING 6:00 PM

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

2023-546 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report November 2023

B. Personnel

1. City Manager Contract

C. Litigation

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. Breakwater Treatment & Wellness Corp V. Asbury Park Zoning Board of Adjustment

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 3, 2023, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

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 December 6, 2023 4:00 PM
- Municipal Council - Regular Meeting - Dec 6, 2023 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.

2023-547 Resolution Authorizing the Disposition of Surplus Property

2023-548 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2023 Budget

#### **D. Individual Resolutions**

2023-549 Resolution Approving Payment of Bills

2023-550 Resolution Authorizing Emergency Roll Off Truck Repairs Needed at the Department of Public Works

2023-551 Resolution Approving Change Order #1 for the Wastewater Treatment Plant Underground Storage Tank Removal Project

2023-552 Resolution Approving Change Order #2 for 2023 Pavement and Sidewalk Improvements Project

2023-553 Resolution Approving Change Order 9 for Memorial Drive Improvements Project

2023-554 Resolution authorizing the release of a Performance Bond For 1156 Springwood Avenue (Block 803, Lots 1-14)

2023-555 Resolution Appointing An Acting City Manager

#### **E. Ordinances**

##### **1. Second Reading/Public Hearing**

2023-39 Ordinance Of The City Of Asbury Park Amending And Supplementing Subsection 7-40.5, Entitled "License Fees," Of Section 7-40, "Private

Parking Lots,” Of Chapter 7, “Traffic,” Of “The Code Of The City Of Asbury Park.”

- 2023-44 Ordinance Of The City Of Asbury Park To Repeal Section 2-76, Entitled “Award Of Public Contracts,” Of Article X, “Regulation Of Public Contracting, Contributions To Public Offices And Entities,” Of “The Code Of The City Of Asbury Park.”
- 2023-45 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Authorizing The Execution Of A Lease Agreement With Asbury Partners, LLC And Cajun Fish Holdings, LLC For Block 4307, Lots 1, 2 And 3 Within The Asbury Park Waterfront Redevelopment Area
- 2023-46 Ordinance Constituting The 2023 Transportation Update For The City Of Asbury Park, And Amending And Supplementing Chapter 7, Entitled “Traffic,” Of “The Code Of The City Of Asbury Park.”
- 2023-48 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 15, Entitled “Rent Leveling Regulations,” Of “The Code Of The City Of Asbury Park.”

F. Adjournment

**RESOLUTION NO. 2023-546****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 December 20, 2023 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 November 2023

**B. Personnel:**

1. City Manager Contract

**C. Litigation:**

1. JLD Investment Group, LLC v. City of Asbury Park; City of Asbury Park Planning Board
2. Breakwater Treatment & Wellness Corp V. Asbury Park Zoning Board of Adjustment

**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  
Wednesday, December 6, 2023  
REGULAR MEETING

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

2023-529 Resolution Authorizing a meeting which excludes the public

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

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

Call to Order/Roll Call

| Attendee Name         | Title             | Status  | Arrived |
|-----------------------|-------------------|---------|---------|
| Angela Ahbez-Anderson | Councilmember     | Present |         |
| Eileen Chapman        | Councilmember     | Absent  |         |
| Yvonne Clayton        | 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        | Absent  |         |
| Anthony Cucci         | Deputy City Clerk | Present |         |

Deputy City Clerk Anthony Cucci called the meeting to order at 6:04 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

**ITEMS TO BE PRESENTED:**

Minutes Acceptance: Minutes of Dec 6, 2023 6:00 PM (Minutes)

### Matters from City Council

Council member Ahbez-Anderson stated, I just wanted to say good evening and Happy Holidays to all of you.

Council member Clayton stated, I just want to invite everybody to come out on Saturday, December 9<sup>th</sup>, we're having a Kwanzaa celebration at the senior center starting at 2:00 PM and at 5:00 PM there will be a tree lighting in Springwood Park. Please come out and celebrate the holidays with us.

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 Clayton and seconded by Council member Ahbez-Anderson to open the meeting to the public. All were in favor. The following members of the public spoke: Rita Marano made a comment regarding street paving and a recent news article. A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Clayton. All were in favor.

## APPOINTMENT OF CITY MANAGER

.2023-530 Resolution Authorizing The Appointment Of A Municipal Manager For The City Of Asbury Park And Authorizing The Execution Of An Employment Agreement Relating Thereto

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

## MINUTES

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

1. Municipal Council- Executive Meeting November 21, 2023 4:00 PM

2. Municipal Council - Regular Meeting - Nov 21, 2023 6:00 PM **Accepted**

**CONSENT AGENDA RESOLUTIONS**

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

- 2023-531 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 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - National Opioid Settlement Proceeds
- 2023-532 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 2023 Sewer Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue Plan
- 2023-533 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 2023 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - DOT Alternative Transportation Enhancements
- 2023-534 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2023 Budget
- 2023-535 Resolution Authorizing the Disposition of Surplus Property
- 2023-536 Resolution To Adjust Sewer Charges On Various Accounts

**INDIVIDUAL RESOLUTIONS**

- 2023-537 Resolution Approving Payment of Bills

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

- 2023-538 Resolution Authorizing the Purchase of Auto-Valve Replacements Needed at the Wastewater Treatment Plant

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

2023-539 Resolution Authorizing a Contract for Upgrades to the Sodium Hypochlorite Control System Needed at the Wastewater Treatment Plant

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

2023-541 Resolution Approving Change Order #2 for Kennedy Park Improvements Project

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

2023-542 Resolution Authorizing an Agreement with Mazza Recycling for the Processing and Disposition of Recyclable Materials

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

2023-543 Resolution Authorizing a Contract for the Disposal of Leaves During the Fall Season

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

2023-544 Resolution Awarding Bid for Supplying Liquid Sodium Hypochlorite to the Waste Water Treatment Plant

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

2023-545 Resolution awarding Bid for Traffic Stripping to Traffic Lines, Inc.

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

## **ORDINANCES**

### Introduction

2023-39 Ordinance Of The City Of Asbury Park Amending And Supplementing Subsection 7-40.5, Entitled “License Fees,” Of Section 7-40, “Private Parking Lots,” Of Chapter 7, “Traffic,” Of “The Code Of The City Of Asbury Park.”

|                  |                                                             |
|------------------|-------------------------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>                               |
|                  | <b>Next: 12/20/2023 6:00 PM</b>                             |
| <b>MOVER:</b>    | John Moor, Mayor                                            |
| <b>SECONDER:</b> | Amy Quinn, Deputy Mayor                                     |
| <b>AYES:</b>     | Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor |
| <b>ABSENT:</b>   | Eileen Chapman                                              |

2023-44 Ordinance Of The City Of Asbury Park To Repeal Section 2-76, Entitled “Award Of Public Contracts,” Of Article X, “Regulation Of Public Contracting, Contributions To Public Offices And Entities,” Of “The Code Of The City Of Asbury Park.”

|                  |                                                             |
|------------------|-------------------------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>                               |
|                  | <b>Next: 12/20/2023 6:00 PM</b>                             |
| <b>MOVER:</b>    | Angela Ahbez-Anderson, Councilmember                        |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                               |
| <b>AYES:</b>     | Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor |
| <b>ABSENT:</b>   | Eileen Chapman                                              |

2023-45 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Authorizing The Execution Of A Lease Agreement With Asbury Partners, LLC And Cajun Fish Holdings, LLC For Block 4307, Lots 1, 2 And 3 Within The Asbury Park Waterfront Redevelopment Area

|                  |                                                             |
|------------------|-------------------------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>                               |
|                  | <b>Next: 12/20/2023 6:00 PM</b>                             |
| <b>MOVER:</b>    | Angela Ahbez-Anderson, Councilmember                        |
| <b>SECONDER:</b> | Yvonne Clayton, Councilmember                               |
| <b>AYES:</b>     | Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor |
| <b>ABSENT:</b>   | Eileen Chapman                                              |

2023-46 Ordinance Constituting The 2023 Transportation Update For The City Of Asbury Park, And Amending And Supplementing Chapter 7, Entitled “Traffic,” Of “The Code Of The City Of Asbury Park.”

Minutes Acceptance: Minutes of Dec 6, 2023 6:00 PM (Minutes)

**RESULT:**           **INTRODUCED [UNANIMOUS]**

**Next: 12/20/2023 6:00 PM**

**MOVER:**           Yvonne Clayton, Councilmember

**SECONDER:**     Angela Ahbez-Anderson, Councilmember

**AYES:**           Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor

**ABSENT:**         Eileen Chapman

2023-48     Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 15,  
Entitled “Rent Leveling Regulations,” Of “The Code Of The City Of Asbury Park.”

**RESULT:**           **INTRODUCED [UNANIMOUS]**

**Next: 12/20/2023 6:00 PM**

**MOVER:**           Angela Ahbez-Anderson, Councilmember

**SECONDER:**     John Moor, Mayor

**AYES:**           Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor

**ABSENT:**         Eileen Chapman

### **ADJOURNMENT**

The meeting was adjourned at 6:26 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Clayton. Meeting adjourned at 6:26 PM.

Respectfully submitted by:

\_\_\_\_\_  
Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Dec 6, 2023 6:00 PM (Minutes)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 20, 2023  
RESOLUTION SUMMARY

**2023-547**

Property that has exceeded its useful life and no longer serves the need of the City that will be placed at Municipal Auction.



## RESOLUTION NO. 2023-547

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

### RESOLUTION AUTHORIZING THE DISPOSITION OF SURPLUS PROPERTY

**WHEREAS**, the City of Asbury Park has property that have exceeded their useful life and no longer serve the needs of the City of Asbury Park; and

**WHEREAS**, it is the desire of the Mayor and City Council to declare the property as surplus as follows as attached to this Resolution:

**WHEREAS**, the equipment and vehicles will be auctioned on [MUNICIBID.com](https://www.municibid.com).

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council of the City of Asbury Park do hereby authorize the disposition of the equipment and vehicles listed as they are no longer needed for municipal purposes and is hereby considered surplus.

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. 2023-547 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

CERTIFIED BY ME THIS 21st DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK

**Monitors:**

4x Dell E198WFPf  
3x Dell E2417H  
2x Lenovo C27-30 (no stands)  
2 Dell E2720HS (no stands)  
2x Acer V213H (no stands)  
Dell E2417H  
Dell E2011Hc  
HP COMPAQ LA2006x  
Dell S220Wb  
Dell P2312Ht  
HP LA2405wg  
Lenovo C27-30  
HP ? (NO MODEL)

**PCs (HDD REMOVED – RAM REMOVED)**

2x Lenovo ThinkCentre M700  
Dell Precision Tower 3420  
Dell OptiPlex 3050 Tower

**Camcorder:**

Panasonic AG-AC8P (power switch doesn't work)

**ID Printer:**

Fargo C50 (WORKS BUT JAMS FREQUENTLY)

**Scanner:**

Kodak Scan Station 730EX Plus (BOOTS TO BLACK SCREEN // NO WARRANTY)

## SURPLUS ITEM LIST

7-FOOT POOL TABLE IN GOOD CONDITION



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 20, 2023  
RESOLUTION SUMMARY

**2023-548**

Routine transfer of funds for year end.



## RESOLUTION NO. 2023-548

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

### **RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS IN THE FISCAL YEAR 2023 BUDGET**

**WHEREAS**, it has been determined that various line items within the 2023 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. 2023-548 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

CERTIFIED BY ME THIS 21st DAY OF December, 2022.

LISA ESPOSITO  
CITY CLERK

## 2023 Budget Transfers

| Current Fund:            | From      | To        |
|--------------------------|-----------|-----------|
| Administration OE        | 10,000.00 |           |
| Tax Assessor OE          | 20,000.00 |           |
| Engineering OE           | 30,000.00 |           |
| Code Enforcement SW      | 5,500.00  |           |
| Solid Waste OE           | 2,000.00  |           |
| Public Defender OE       | 10,000.00 |           |
| Gasoline OE              | 20,000.00 |           |
| Senior Center SW         | 6,500.00  |           |
| Recreation - SW          | 5,000.00  |           |
| Recreation OE            | 6,000.00  |           |
| Workers Compensation     | 10,000.00 |           |
| Municipal Court - OE     | 10,000.00 |           |
| Construction Code OE     | 2,500.00  |           |
| Streets and Roads SW     |           | 20,000.00 |
| Social Services SW       |           | 2,000.00  |
| Social Services OE       |           | 6,000.00  |
| Senior Center OE         |           | 6,500.00  |
| Building and Grounds OE  |           | 10,000.00 |
| Legal OE                 |           | 20,000.00 |
| Health Insurance Opt Out |           | 3,000.00  |
| Liability Insurance      |           | 10,000.00 |
| Fire SW                  |           | 40,000.00 |
| Social Security          |           | 20,000.00 |



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 20, 2023  
RESOLUTION SUMMARY

**2023-549**

Resolution authorizing the payment of bills in the amount of \$2,773,580.79



## RESOLUTION NO. 2023-549

**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 \$2,773,580.79

**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>2,773,580.79</u> |
| TOTAL VOUCHERS   | \$ <u>2,773,580.79</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. 2023-549 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

CERTIFIED BY ME THIS 21st DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK

December 14, 2023  
10:13 AM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

Page No: 1

P.O. Type: All      Print Alpha, Revenue, & G/L Accounts: Y      Open: N    Void: N    Paid: N  
Format: Condensed      Held: N    Aprv: N    Rcvd: Y  
Range: 2-First      to 3-Last      Bid: Y    State: Y    Other: Y    Exempt: Y  
Rcvd Batch Id Range: First    to Last      Encumbrance Date Range: First    to 12/31/23      Include Non-Budgeted: Y  
Vendors: All  
Department Page Break: No      Subtotal CAFR: Yes      Subtotal Department: Yes      Subtotal Extd: Yes

| Budget Account | Description | P.O. Id | P.O. Description | Amount | Void Amount | PO Type |
|----------------|-------------|---------|------------------|--------|-------------|---------|
|----------------|-------------|---------|------------------|--------|-------------|---------|

Fund: CURRENT  
Department: FINANCE  
Extd: FINANCIAL ADMINISTRATION

|                                  |                                      |  |  |          |      |  |
|----------------------------------|--------------------------------------|--|--|----------|------|--|
| 2-01-20-130-000-223              | FINANCE Condo Reimbursements         |  |  |          |      |  |
| SOUTH005 SOUTH GRAND CONDOMINIUM | 23-00430 2022 Trash Reimbursement    |  |  | 4,016.20 | 0.00 |  |
|                                  | Extd Total: FINANCIAL ADMINISTRATION |  |  | 4,016.20 |      |  |
|                                  | Department Total: FINANCE            |  |  | 4,016.20 |      |  |
|                                  | CAFR Total:                          |  |  | 4,016.20 |      |  |

Department: STREETS & ROAD  
Extd: STREETS & ROADS MAINTENANCE

|                                      |                                         |  |  |          |      |  |
|--------------------------------------|-----------------------------------------|--|--|----------|------|--|
| 2-01-26-290-000-218                  | STREETS & ROAD Contract.Serv.           |  |  |          |      |  |
| QUEVAC QUEEN VACUUM & SEWING MACHINE | 22-03164 parts, repair, labor (2) Vac.  |  |  | 200.93   | 0.00 |  |
|                                      | Extd Total: STREETS & ROADS MAINTENANCE |  |  | 200.93   |      |  |
|                                      | Department Total: STREETS & ROAD        |  |  | 200.93   |      |  |
|                                      | CAFR Total:                             |  |  | 200.93   |      |  |
|                                      | Fund Total: CURRENT                     |  |  | 4,217.13 |      |  |

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

|                         |                                                |  |  |          |      |   |
|-------------------------|------------------------------------------------|--|--|----------|------|---|
| 2-07-55-502-000-234     | SEWER UTILITY O/E: ARP Funds                   |  |  |          |      |   |
| TMASSO T & M ASSOCIATES | 22-00452 MEMORIAL DR SEWER REPLACEMENT         |  |  | 158.50   | 0.00 | B |
| TMASSO T & M ASSOCIATES | 22-02631 LSRP SERVICES SEWER PLANT UST         |  |  | 3,093.00 | 0.00 | B |
|                         |                                                |  |  | 3,251.50 |      |   |
|                         | Extd Total: SEWER UTILITY O/E: OTHER EXPENSES: |  |  | 3,251.50 |      |   |
|                         | Department Total: UTILITY OE                   |  |  | 3,251.50 |      |   |
|                         | CAFR Total:                                    |  |  | 3,251.50 |      |   |
|                         | Fund Total: SEWER UTILITY: BUDGET:             |  |  | 3,251.50 |      |   |
|                         | Year Total:                                    |  |  | 7,468.63 |      |   |

Fund: CURRENT  
Department: ADMINISTRATION  
Extd: ADMINISTRATION

|                           |                                    |  |  |          |      |   |
|---------------------------|------------------------------------|--|--|----------|------|---|
| 3-01-20-100-000-207       | ADMINISTRATION Contractual         |  |  |          |      |   |
| GEECHA GEESE CHASERS, LLC | 23-02668 4TH QTR 2023 CLEARING AND |  |  | 969.00   | 0.00 | B |
| GEECHA GEESE CHASERS, LLC | 23-02669 4TH QTR 2023 CLEARING AND |  |  | 484.50   | 0.00 | B |
|                           |                                    |  |  | 1,453.50 |      |   |

Attachment: Bill List 12-20-23 (2023-549 : Payment of Bills)

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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

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| Budget Account<br>Vendor           | Description                              | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|------------------------------------|------------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| 3-01-20-100-000-209                | ADMINISTRATION                           |          | Professional Services          |           |             |         |
| JERPRO                             | JERSEY PROFESSIONAL MANAGEMENT           | 23-02179 | RECRUITMENT OF CITY MANAGER    | 2,800.00  | 0.00        | B       |
| SUREN005                           | SURENIAN, EDWARDS, BUZAK &               | 23-03431 | October Fees Afford. Hsg.      | 8,860.29  | 0.00        |         |
| KYLEM005                           | KYLE MCMANUS ASSOCIATES LLC              | 23-03552 | Invoice 5035 Council General   | 2,278.50  | 0.00        |         |
| KYLEM005                           | KYLE MCMANUS ASSOCIATES LLC              | 23-03557 | Invoice 5083 Afford. Housing   | 257.25    | 0.00        |         |
|                                    |                                          |          |                                | 14,196.04 |             |         |
| 3-01-20-100-000-211                | ADMINISTRATION                           |          | Water                          |           |             |         |
| KEPSPR                             | KEPHEL SPRING WATER                      | 23-03549 | ACCT #117290 NOVEMBER 2023     | 546.50    | 0.00        |         |
|                                    | Extd Total: ADMINISTRATION               |          |                                | 16,196.04 |             |         |
|                                    | Department Total: ADMINISTRATION         |          |                                | 16,196.04 |             |         |
| Department: MUNIC CLERK            |                                          |          |                                |           |             |         |
| Extd: MUNICIPAL CLERK              |                                          |          |                                |           |             |         |
| 3-01-20-120-000-217                | MUNICIPAL CLERK                          |          | Ads&Promotion                  |           |             |         |
| THECOA                             | THE NEW COASTER, LLC                     | 23-03589 | #60815 ord adoptions 11.30.23  | 104.33    | 0.00        |         |
| GANN005                            | GANNETT NEW YORK/NEW JERSEY              | 23-03641 | 9594207 2024 RE-ORG MEETING AD | 55.24     | 0.00        |         |
| THECOA                             | THE NEW COASTER, LLC                     | 23-03642 | #60867 2024 RE-ORG MEETING AD  | 26.16     | 0.00        |         |
|                                    |                                          |          |                                | 185.73    |             |         |
| 3-01-20-120-000-222                | MUNICIPAL CLERK                          |          | Training                       |           |             |         |
| ANTH0015                           | ANTHONY CUCCI                            | 23-03612 | NJLM 2023 HOTEL REIMBURSEMENT  | 537.51    | 0.00        |         |
| 3-01-20-120-000-238                | MUNICIPAL CLERK                          |          | Contractual                    |           |             |         |
| CRAPRI                             | CRAFTMASTER PRINTING, INC.               | 23-03465 | 2024 Taxi Licenses             | 96.50     | 0.00        |         |
| PARKE005                           | PARKER MCCAY, PA                         | 23-03587 | #3173087 & #3173088 NOV 2023   | 862.85    | 0.00        |         |
|                                    |                                          |          |                                | 959.35    |             |         |
|                                    | Extd Total: MUNICIPAL CLERK              |          |                                | 1,682.59  |             |         |
|                                    | Department Total: MUNIC CLERK            |          |                                | 1,682.59  |             |         |
| Department: FINANCE                |                                          |          |                                |           |             |         |
| Extd: FINANCIAL ADMINISTRATION     |                                          |          |                                |           |             |         |
| 3-01-20-130-000-223                | FINANCE                                  |          | Condo Reimbursements           |           |             |         |
| SOUTH005                           | SOUTH GRAND CONDOMINIUM                  | 23-01988 | 1st half 2023 Trash Reimb.     | 2,250.00  | 0.00        |         |
|                                    | Extd Total: FINANCIAL ADMINISTRATION     |          |                                | 2,250.00  |             |         |
|                                    | Department Total: FINANCE                |          |                                | 2,250.00  |             |         |
| Department: COMPUTER MIS           |                                          |          |                                |           |             |         |
| Extd: COMPUTERIZED DATA PROCESSING |                                          |          |                                |           |             |         |
| 3-01-20-140-000-219                | COMPUTER DATA PROC.                      |          | Equipment                      |           |             |         |
| ATECSEC                            | A+ TECHNOLOGY & SECURITY                 | 23-02945 | Q#ES35070 SSB Intercom         | 5,038.17  | 0.00        |         |
| AMAZ0005                           | AMAZON.COM SERVICES                      | 23-03582 | CAT6 - Tools - Safety Equip.   | 409.09    | 0.00        |         |
|                                    |                                          |          |                                | 5,447.26  |             |         |
|                                    | Extd Total: COMPUTERIZED DATA PROCESSING |          |                                | 5,447.26  |             |         |
|                                    | Department Total: COMPUTER MIS           |          |                                | 5,447.26  |             |         |

Attachment: Bill List 12-20-23 (2023-549 : Payment of Bills)

| Budget Account<br>Vendor          | Description                             | P.O. Id | P.O. Description | Amount          | Void Amount | PO Type |
|-----------------------------------|-----------------------------------------|---------|------------------|-----------------|-------------|---------|
| Department: LEGAL SERVICES        |                                         |         |                  |                 |             |         |
| Extd: LEGAL SERVICES              |                                         |         |                  |                 |             |         |
| 3-01-20-155-000-209               | LEGAL SERVICES Fees                     |         |                  |                 |             |         |
| HILLW005 HILL WALLACK LLP         | 23-03616 Invoice 741440 General Matters |         |                  | 12,687.50       | 0.00        |         |
| HILLW005 HILL WALLACK LLP         | 23-03630 Invoice 734144 Sea Hear Now    |         |                  | <u>1,000.00</u> | 0.00        |         |
|                                   |                                         |         |                  | 13,687.50       |             |         |
|                                   | Extd Total: LEGAL SERVICES              |         |                  | 13,687.50       |             |         |
|                                   | Department Total: LEGAL SERVICES        |         |                  | 13,687.50       |             |         |
| Department: APTV                  |                                         |         |                  |                 |             |         |
| Extd: CABLE TV ADVISORY COMMITTEE |                                         |         |                  |                 |             |         |
| 3-01-20-162-000-202               | APTV Equipment                          |         |                  |                 |             |         |
| TELCOR TELVUE CORPORATION         | 23-03519 Telvue support renewal         |         |                  | 2,244.38        | 0.00        |         |
|                                   | Extd Total: CABLE TV ADVISORY COMMITTEE |         |                  | 2,244.38        |             |         |
|                                   | Department Total: APTV                  |         |                  | 2,244.38        |             |         |
| Department: ENGINEER SERV         |                                         |         |                  |                 |             |         |
| Extd: ENGINEERING SERVICES        |                                         |         |                  |                 |             |         |
| 3-01-20-165-000-209               | ENGINEERING SERVICES Fees               |         |                  |                 |             |         |
| TMASSO T & M ASSOCIATES           | 23-03693 LAF454762 General Engineering  |         |                  | 13,102.58       | 0.00        |         |
|                                   | Extd Total: ENGINEERING SERVICES        |         |                  | 13,102.58       |             |         |
|                                   | Department Total: ENGINEER SERV         |         |                  | 13,102.58       |             |         |
|                                   | CAFR Total:                             |         |                  | 54,610.35       |             |         |
| Department: Planning Department   |                                         |         |                  |                 |             |         |
| Extd: Planning Department         |                                         |         |                  |                 |             |         |
| 3-01-21-179-000-204               | PLANNING DEPT. Professional Svcs.       |         |                  |                 |             |         |
| CLACAN CLARKE CATON HINTZ PC      | 23-03502 PB & ZB PROF SVS NOV & VARIOUS |         |                  | 574.00          | 0.00        |         |
| INSENG INSITE ENGINEERING, LLC    | 23-03596 Insite Invoice 28886           |         |                  | 990.00          | 0.00        |         |
| CLACAN CLARKE CATON HINTZ PC      | 23-03603 CCH Invoice 86617              |         |                  | <u>731.15</u>   | 0.00        |         |
|                                   |                                         |         |                  | 2,295.15        |             |         |
| 3-01-21-179-000-205               | PLANNING DEPT. Ads                      |         |                  |                 |             |         |
| THECOA THE NEW COASTER, LLC       | 23-03637 60640 PB MASTER PLAN ADS 10/12 |         |                  | 76.62           | 0.00        |         |
| 3-01-21-179-000-208               | PLANNING DEPT. Printing                 |         |                  |                 |             |         |
| CRAPRI CRAFTMASTER PRINTING, INC. | 23-03391 11745 ChrisAnn business cards  |         |                  | 45.00           | 0.00        |         |
|                                   | Extd Total: Planning Department         |         |                  | 2,416.77        |             |         |
|                                   | Department Total: Planning Department   |         |                  | 2,416.77        |             |         |
|                                   | CAFR Total:                             |         |                  | 2,416.77        |             |         |

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| Budget Account<br>Vendor         | Description                            | P.O. Id  | P.O. Description               | Amount     | Void Amount | PO Type |
|----------------------------------|----------------------------------------|----------|--------------------------------|------------|-------------|---------|
| Department: CONST CODE           |                                        |          |                                |            |             |         |
| Extd: CONSTRUCTION CODE OFFICIAL |                                        |          |                                |            |             |         |
| 3-01-22-200-000-209              | CONST CODE Uniforms                    |          |                                |            |             |         |
| MURARM                           | MURRAY'S UNIFORMS                      | 23-02996 | uniforms CNSTRUCTION DEPT      | 1,849.00   | 0.00        |         |
|                                  | Extd Total: CONSTRUCTION CODE OFFICIAL |          |                                | 1,849.00   |             |         |
|                                  | Department Total: CONST CODE           |          |                                | 1,849.00   |             |         |
|                                  | CAFR Total:                            |          |                                | 1,849.00   |             |         |
| Department: LIAB INSURANCE       |                                        |          |                                |            |             |         |
| Extd: LIABILITY INSURANCE        |                                        |          |                                |            |             |         |
| 3-01-23-210-000-209              | LIABILITY INSURANCE Fees               |          |                                |            |             |         |
| PMACOM                           | PMA MANAGEMENT CORPORATION             | 23-03640 | Nov 2023 Billing Statement     | 87,185.76  | 0.00        |         |
|                                  | Extd Total: LIABILITY INSURANCE        |          |                                | 87,185.76  |             |         |
|                                  | Department Total: LIAB INSURANCE       |          |                                | 87,185.76  |             |         |
| Department: WORKERS COMP         |                                        |          |                                |            |             |         |
| Extd: WORKER'S COMPENSATION      |                                        |          |                                |            |             |         |
| 3-01-23-215-000-209              | WORKER'S COMPENSATION Fees             |          |                                |            |             |         |
| PMACOM                           | PMA MANAGEMENT CORPORATION             | 23-03640 | Nov 2023 Billing Statement     | 51,085.91  | 0.00        |         |
|                                  | Extd Total: WORKER'S COMPENSATION      |          |                                | 51,085.91  |             |         |
|                                  | Department Total: WORKERS COMP         |          |                                | 51,085.91  |             |         |
| Department: GROUP INSUR.         |                                        |          |                                |            |             |         |
| Extd: EMPLOYEE GROUP INSURANCE   |                                        |          |                                |            |             |         |
| 3-01-23-220-000-209              | EMPLOYEE GROUP INSURANCE Fees (IN CAP) |          |                                |            |             |         |
| NJSHBP                           | NJSHBP                                 | 23-03690 | HEALTH COVERAGE DECEMBER 2023  | 592,766.00 | 0.00        |         |
|                                  | Extd Total: EMPLOYEE GROUP INSURANCE   |          |                                | 592,766.00 |             |         |
|                                  | Department Total: GROUP INSUR.         |          |                                | 592,766.00 |             |         |
|                                  | CAFR Total:                            |          |                                | 731,037.67 |             |         |
| Department: POLICE               |                                        |          |                                |            |             |         |
| Extd: POLICE DEPARTMENT          |                                        |          |                                |            |             |         |
| 3-01-25-240-000-203              | POLICE Motor Vehicle                   |          |                                |            |             |         |
| AGINS005                         | AGIN SIGNS & DESIGNS                   | 23-03449 | Decal replacement for car #22  | 200.00     | 0.00        |         |
| 3-01-25-240-000-205              | POLICE Animal Control Services         |          |                                |            |             |         |
| SPCA                             | MONMOUTH COUNTY SPCA                   | 23-03494 | #2024760 OCOTBER 2023 SERVICES | 4,700.00   | 0.00        |         |
| 3-01-25-240-000-212              | POLICE Dues,Subscript.                 |          |                                |            |             |         |
| EVERBR                           | EVERBRIDGE, INC                        | 23-03471 | M78767 NIXLE 11/25/23-11/24/24 | 6,460.90   | 0.00        |         |
| 3-01-25-240-000-216              | POLICE Supplies-Compu.                 |          |                                |            |             |         |
| AMAZO005                         | AMAZON.COM SERVICES                    | 23-03447 | Industrial Switches for Cams   | 1,325.52   | 0.00        |         |

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| Budget Account<br>Vendor | Description                     | P.O. Id  | P.O. Description               | Amount          | Void Amount | PO Type |
|--------------------------|---------------------------------|----------|--------------------------------|-----------------|-------------|---------|
| 3-01-25-240-000-218      | POLICE Contract.Serv.           |          |                                |                 |             |         |
| WIRCOM                   | WIRELESS COMMUNICATIONS &       | 23-03590 | #M62010 DECEMBER 2023          | 1,220.00        | 0.00        |         |
| 3-01-25-240-000-222      | POLICE Training                 |          |                                |                 |             |         |
| STATOX                   | STATE TOXICOLOGY LABORATORY     | 23-03674 | New applicant drug screening   | 45.00           | 0.00        |         |
| MONCON                   | MONMOUTH COUNTY POLICE ACADEMY  | 23-03677 | INV #4941 GANG AWARENESS AND   | 200.00          | 0.00        |         |
| MONCON                   | MONMOUTH COUNTY POLICE ACADEMY  | 23-03678 | INV #4947 SPECIAL VICTIMS      | 150.00          | 0.00        |         |
|                          |                                 |          |                                | <u>395.00</u>   |             |         |
| 3-01-25-240-000-226      | POLICE Bd.ofPrisoners           |          |                                |                 |             |         |
| MCDONA                   | KJK RESTAURANTS, LLC            | 23-03679 | PRISONER MEALS 8/31-11/26/23   | 43.40           | 0.00        |         |
| 3-01-25-240-000-276      | POLICE: PAL Expenses            |          |                                |                 |             |         |
| CDWGOV                   | CDW GOVERNMENT LLC              | 23-03097 | Q#1CCKRTF Community Relations  | 1,133.96        | 0.00        |         |
| CDWGOV                   | CDW GOVERNMENT LLC              | 23-03305 | Q#1CCPW14 CR View Station      | 1,944.61        | 0.00        |         |
| SHOLAN                   | FOURTH AVENUE BOWLING, CORP     | 23-03492 | #2309012 PAL summer bowling    | 1,236.00        | 0.00        |         |
| AMAZO005                 | AMAZON.COM SERVICES             | 23-03511 | Pal sister circle xmas party   | 222.80          | 0.00        |         |
|                          |                                 |          |                                | <u>4,537.37</u> |             |         |
|                          | Extd Total: POLICE DEPARTMENT   |          |                                | 18,882.19       |             |         |
|                          | Department Total: POLICE        |          |                                | 18,882.19       |             |         |
| Department: FIRE DEPT.   |                                 |          |                                |                 |             |         |
| Extd: FIRE DEPARTMENT    |                                 |          |                                |                 |             |         |
| 3-01-25-265-000-203      | FIRE DEPT. Motor Vehicle        |          |                                |                 |             |         |
| GENSAF                   | GEN-EL SAFETY & INDUSTRIAL      | 23-03463 | QTE:36296-CO Sensor for Meter  | 257.45          | 0.00        |         |
| FISONS                   | FIS on Site Service LLC         | 23-03599 | INV W1584 TRANSMISSION #8358   | 5,632.02        | 0.00        |         |
|                          |                                 |          |                                | <u>5,889.47</u> |             |         |
| 3-01-25-265-000-214      | FIRE DEPT. Building Maintenance |          |                                |                 |             |         |
| GENSAF                   | GEN-EL SAFETY & INDUSTRIAL      | 23-03415 | Qte#:36281-Sensor for Meter    | 257.45          | 0.00        |         |
| NOLGAR                   | NOLZE GARAGE DOOR LLC           | 23-03478 | INV#39417 TORSION SPRINGS      | 1,050.00        | 0.00        |         |
| BELPLU                   | BELMAR PLUMBING & HEATING INC   | 23-03601 | INV#26902028 EJECTOR PUMP SERV | 849.00          | 0.00        |         |
|                          |                                 |          |                                | <u>2,156.45</u> |             |         |
| 3-01-25-265-000-222      | FIRE DEPT. Training             |          |                                |                 |             |         |
| RESCU005                 | RESCUE PRODUCTS INTERNATIONAL   | 23-02700 | Shoring Class                  | 6,995.00        | 0.00        |         |
| 3-01-25-265-000-229      | FIRE DEPT. Medical Sup.         |          |                                |                 |             |         |
| HENSCE                   | HENRY SCHEIN, INC.              | 23-00769 | Blanket PO-Not to Exceed       | 143.28          | 0.00        | B       |
| TEALIF                   | TEAM LIFE, INC.                 | 23-02062 | QUOTE#14687 AED STATION        | 190.00          | 0.00        |         |
| VERALP                   | V.E. RALPH & SON, INC.          | 23-03281 | Qte: 105144-Blood Pres. Mach.  | 3,889.28        | 0.00        |         |
| VERALP                   | V.E. RALPH & SON, INC.          | 23-03342 | Q#105263 GAUZE, ABD PADS ETC.  | 2,301.65        | 0.00        |         |
| VERALP                   | V.E. RALPH & SON, INC.          | 23-03397 | Q#105264 SHEARS, TAPE ETC.     | 447.62          | 0.00        |         |
|                          |                                 |          |                                | <u>6,971.83</u> |             |         |
| 3-01-25-265-000-253      | FIRE DEPT. Unif.FireSafety      |          |                                |                 |             |         |
| ALERT005                 | ALERT-ALL CORPORATION           | 23-03451 | QUOTE#36411 FIRE PREV SUPPLIES | 832.00          | 0.00        |         |

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| Budget Account<br>Vendor         | Description                       | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|----------------------------------|-----------------------------------|----------|--------------------------------|-----------|-------------|---------|
| 3-01-25-265-000-270              | FIRE DEPT. Pest Control           |          |                                |           |             |         |
| WESPES                           | WESTERN PEST SERVICES             | 23-03675 | INV# 8716752 DECEMBER 2023     | 123.60    | 0.00        |         |
| Extd Total: FIRE DEPARTMENT      |                                   |          |                                | 22,968.35 |             |         |
| Extd:                            | FIRE HYDRANT                      |          |                                |           |             |         |
| 3-01-25-265-266-299              | FIRE HYDRANT Misc.                |          |                                |           |             |         |
| NJAMER                           | N.J. AMERICAN WATER CO.           | 23-03575 | #1018-210026567043 10/25-11/27 | 21,145.10 | 0.00        |         |
| Extd Total: FIRE HYDRANT         |                                   |          |                                | 21,145.10 |             |         |
| Department Total: FIRE DEPT.     |                                   |          |                                | 44,113.45 |             |         |
| Department: PROSECUTOR           |                                   |          |                                |           |             |         |
| Extd:                            | MUNICIPAL PROSECUTOR              |          |                                |           |             |         |
| 3-01-25-275-000-202              | PROSECUTOR Fees                   |          |                                |           |             |         |
| JAMBUT                           | JAMES N. BUTLER, JR.              | 23-03541 | prosecutor fees nov 2023       | 2,600.00  | 0.00        |         |
| Extd Total: MUNICIPAL PROSECUTOR |                                   |          |                                | 2,600.00  |             |         |
| Department Total: PROSECUTOR     |                                   |          |                                | 2,600.00  |             |         |
| CAFR Total:                      |                                   |          |                                | 65,595.64 |             |         |
| Department: STREETS & ROAD       |                                   |          |                                |           |             |         |
| Extd:                            | STREETS & ROADS MAINTENANCE       |          |                                |           |             |         |
| 3-01-26-290-000-202              | STREETS & ROAD Office Supplies    |          |                                |           |             |         |
| WBMASON                          | W.B.MASON CO., INC.               | 23-03583 | OFFICE SUPPLIES                | 154.23    | 0.00        |         |
| 3-01-26-290-000-203              | STREETS & ROAD Motor Vehicle      |          |                                |           |             |         |
| THEHOS                           | THE HOSE SHOP, INC.               | 23-01181 | VARIOUS PARTS BLANKET          | 583.48    | 0.00        | B       |
| PARSTE                           | PARK STEEL & IRON COMPANY         | 23-02029 | VARIOUS PARTS BLANKET          | 350.00    | 0.00        | B       |
| HUDSO005                         | HUDSON COUNTY MOTORS, INC.        | 23-02137 | VARIOUS PARTS BLANKET          | 176.57    | 0.00        | B       |
| GPCNA091                         | GPC-NAPA AUTO PARTS               | 23-02472 | VARIOUS PARTS BLANKET          | 240.33    | 0.00        | B       |
| SEACHE                           | SEACOAST CHEVROLET OLDS-          | 23-02859 | VARIOUS PARTS BLANKET          | 849.44    | 0.00        | B       |
| SEAFOR                           | SEA BREEZE FORD INC.              | 23-03030 | VARIOUS PARTS BLANKET          | 291.95    | 0.00        | B       |
| HIGHW005                         | HIGHWAY EQUIPMENT COMPANY OF      | 23-03264 | KUBOTA PARTS STOCK             | 894.10    | 0.00        |         |
| EASAUT                           | EASTERN AUTOPARTS WAREHOUSE       | 23-03505 | VARIOUS PARTS BLANKET          | 924.93    | 0.00        | B       |
| EASAUT                           | EASTERN AUTOPARTS WAREHOUSE       | 23-03566 | VARIOUS PARTS BLANKET          | 1,827.07  | 0.00        | B       |
|                                  |                                   |          |                                | 6,137.87  |             |         |
| 3-01-26-290-000-215              | STREETS & ROAD Misc. Hardware     |          |                                |           |             |         |
| GRAING                           | GRAINGER, INC.                    | 23-03269 | Misc Hardware                  | 524.36    | 0.00        | B       |
| 3-01-26-290-000-216              | STREETS & ROAD Carpentry Supplies |          |                                |           |             |         |
| GRAING                           | GRAINGER, INC.                    | 23-03460 | Makita Drill & Grinder         | 177.30    | 0.00        |         |
| GRAING                           | GRAINGER, INC.                    | 23-03487 | Misc Holiday Hardware          | 519.17    | 0.00        | B       |
| GRAING                           | GRAINGER, INC.                    | 23-03615 | Q#QTE2475550249 Holiday Lights | 155.80    | 0.00        |         |
|                                  |                                   |          |                                | 852.27    |             |         |
| 3-01-26-290-000-218              | STREETS & ROAD Contract.Serv.     |          |                                |           |             |         |
| CROWL005                         | COWLEY'S TERMITE & PEST           | 23-03044 | #749160 MOLD TESTING           | 1,595.00  | 0.00        |         |
| QUENC005                         | QUENCH USA, INC.                  | 23-03510 | #INV06631594 DECEMBER 2023     | 38.05     | 0.00        |         |

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| Budget Account<br>Vendor     | Description                             | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|------------------------------|-----------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| 3-01-26-290-000-218          | STREETS & ROAD Contract.Serv.           |          | Continued                      |           |             |         |
| GUARD010                     | GUARDIAN PEST CONTROL                   | 23-03514 | PEST CONTROL SERVICES 11/28/23 | 455.00    | 0.00        |         |
| JAMES025                     | JAMES MCKNIGHT 3RD                      | 23-03520 | boot reimbursement 2023        | 48.98     | 0.00        |         |
| ROLFR005                     | ROLF REINALDA                           | 23-03530 | reimbursement boots 2023       | 172.50    | 0.00        |         |
| JOHCER                       | JOHN CERCIA III                         | 23-03532 | boot reimbursement 2023        | 170.00    | 0.00        |         |
| CINCOR                       | CINTAS CORPORATION NO 2                 | 23-03550 | #9249947513 NOV AED AGREEMENT  | 107.00    | 0.00        |         |
| PRESPE                       | PREVENTION SPECIALISTS,INC.             | 23-03553 | Invoice #34530 - November 2023 | 104.00    | 0.00        |         |
| SCHELE                       | SCHINDLER ELEVATOR CORP.                | 23-03559 | #8106373223 10/1/23 - 12/31/23 | 452.63    | 0.00        |         |
| FIRSEC                       | FIRE SECURITY TECHNOLOGIES,INC          | 23-03564 | #P63968 2023 ANNUAL INSPECTION | 925.00    | 0.00        |         |
| SEAWEL                       | SEABOARD WELDING SUPPLY, INC.           | 23-03597 | #960169 cylinder/hazmat charge | 98.25     | 0.00        |         |
| PRESPE                       | PREVENTION SPECIALISTS,INC.             | 23-03667 | Invoice #34577 - December 2023 | 104.00    | 0.00        |         |
|                              |                                         |          |                                | 4,270.41  |             |         |
| 3-01-26-290-000-234          | STREETS & ROAD Road Supplies            |          |                                |           |             |         |
| ROADR005                     | ROAD REMEDY LLC                         | 23-03459 | Cold Patch Pothole Repair      | 3,342.00  | 0.00        |         |
| 3-01-26-290-000-235          | STREETS & ROAD Shade Tree Commission    |          |                                |           |             |         |
| FLAGG005                     | FLAGG'S GARDEN CENTER &                 | 23-02998 | various trees for planting     | 2,240.00  | 0.00        |         |
|                              | Extd Total: STREETS & ROADS MAINTENANCE |          |                                | 17,521.14 |             |         |
|                              | Department Total: STREETS & ROAD        |          |                                | 17,521.14 |             |         |
| Department: SOLID WASTE      |                                         |          |                                |           |             |         |
| Extd: SOLID WASTE COLLECTION |                                         |          |                                |           |             |         |
| 3-01-26-305-000-209          | SOLID WASTE Fees                        |          |                                |           |             |         |
| TRECTY                       | TREASURER CTY OF MONMOUTH               | 23-03421 | disposal of #13 & 107 waste    | 2,286.57  | 0.00        |         |
| DELDEM                       | DELISA DEMOLITION, INC.                 | 23-03455 | #279595-279596 & 279598-279599 | 2,015.10  | 0.00        |         |
| DELDEM                       | DELISA DEMOLITION, INC.                 | 23-03475 | INVOICES FROM 11/17 - 11/21/23 | 3,745.35  | 0.00        |         |
| OHAG                         | OHAGAN NURSERY COMPOST DIVISIO          | 23-03488 | 11/13 - 11/24/23 VACUUM LEAVES | 1,336.50  | 0.00        |         |
| MAZMUL                       | MAZZA MULCH, INC.                       | 23-03546 | #1044203 BRUSH DISPOSAL NOV 23 | 660.00    | 0.00        |         |
| DELDEM                       | DELISA DEMOLITION, INC.                 | 23-03551 | #281072 & #281205 BRUSH HAUL   | 1,400.00  | 0.00        |         |
| DELDEM                       | DELISA DEMOLITION, INC.                 | 23-03565 | #281320 TRASH FEES 11/16-11/30 | 26,551.55 | 0.00        |         |
| DELDEM                       | DELISA DEMOLITION, INC.                 | 23-03600 | INV #281304 TO #281306         | 1,650.00  | 0.00        |         |
| DELDEM                       | DELISA DEMOLITION, INC.                 | 23-03623 | SERVICES RENDERED 11/27-12/4   | 2,600.00  | 0.00        |         |
|                              |                                         |          |                                | 42,245.07 |             |         |
|                              | Extd Total: SOLID WASTE COLLECTION      |          |                                | 42,245.07 |             |         |
|                              | Department Total: SOLID WASTE           |          |                                | 42,245.07 |             |         |
| Department: BUILDING & GND   |                                         |          |                                |           |             |         |
| Extd: BUILDINGS & GROUNDS    |                                         |          |                                |           |             |         |
| 3-01-26-310-000-202          | BUILDING & GND Janitorial Supplies      |          |                                |           |             |         |
| ATRAJ005                     | ATRA JANITORIAL SUPPLY CO. INC          | 23-03336 | janitorial supplies City Hall  | 2,319.53  | 0.00        |         |
| 3-01-26-310-000-203          | BUILDING & GND Misc. Hardware           |          |                                |           |             |         |
| THEHAR                       | THE HARDWARE STORE                      | 23-02740 | Misc Hardware                  | 187.70    | 0.00        | B       |
| GRAING                       | GRAINGER, INC.                          | 23-03480 | PARTS FOR CHRISTMAS DISPLAY AP | 98.82     | 0.00        |         |
|                              |                                         |          |                                | 286.52    |             |         |
| 3-01-26-310-000-210          | BUILDING & GND Building Repairs         |          |                                |           |             |         |
| GRAING                       | GRAINGER, INC.                          | 23-00675 | Rope                           | 179.00    | 0.00        |         |

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| Budget Account<br>Vendor                | Description                             | P.O. Id   | P.O. Description | Amount    | Void Amount | PO Type |
|-----------------------------------------|-----------------------------------------|-----------|------------------|-----------|-------------|---------|
| 3-01-26-310-000-210                     | BUILDING & GND Building Repairs         | Continued |                  |           |             |         |
| ALLBOI ALLIED BOILER REPAIR CORP.       | 23-03680 #19433 SERVICE BOILER AT C.H.  |           |                  | 315.00    | 0.00        |         |
|                                         |                                         |           |                  | 494.00    |             |         |
|                                         | Extd Total: BUILDINGS & GROUNDS         |           |                  | 3,100.05  |             |         |
|                                         | Department Total: BUILDING & GND        |           |                  | 3,100.05  |             |         |
|                                         | CAFR Total:                             |           |                  | 62,866.26 |             |         |
| Department: PUBLIC ASST                 |                                         |           |                  |           |             |         |
| Extd: SOCIAL SERVICES:                  |                                         |           |                  |           |             |         |
| 3-01-27-345-000-202                     | SOCIAL SERVICES Office Supplies         |           |                  |           |             |         |
| WBMASON W.B.MASON CO., INC.             | 23-03280 Office Supplies New Social Ser |           |                  | 123.08    | 0.00        |         |
| 3-01-27-345-000-208                     | SOCIAL SERVICES Events                  |           |                  |           |             |         |
| CRAPRI CRAFTMASTER PRINTING, INC.       | 23-03374 Christmas Tree Light cards     |           |                  | 288.00    | 0.00        |         |
| SHORIT SAKER SHOPRITE, INC.             | 23-03456 Kwanzaa Sundries NTE           |           |                  | 142.09    | 0.00        |         |
|                                         |                                         |           |                  | 430.09    |             |         |
| 3-01-27-345-000-218                     | SOCIAL SERVICES Contract Services       |           |                  |           |             |         |
| VISNUR VISITING NURSES ASSN. OF CENTR   | 23-03364 Nursing Services August 2023   |           |                  | 7,167.00  | 0.00        |         |
| VISNUR VISITING NURSES ASSN. OF CENTR   | 23-03365 Nursing Services September 23  |           |                  | 7,167.00  | 0.00        |         |
|                                         |                                         |           |                  | 14,334.00 |             |         |
| 3-01-27-345-000-299                     | SOCIAL SERVICES Misc.                   |           |                  |           |             |         |
| CRAPRI CRAFTMASTER PRINTING, INC.       | 23-03205 New Office Business Cards      |           |                  | 385.00    | 0.00        |         |
|                                         | Extd Total: SOCIAL SERVICES:            |           |                  | 15,272.17 |             |         |
|                                         | Department Total: PUBLIC ASST           |           |                  | 15,272.17 |             |         |
| Department: SENIOR CENTER               |                                         |           |                  |           |             |         |
| Extd: SENIOR CENTER                     |                                         |           |                  |           |             |         |
| 3-01-27-350-000-202                     | SENIOR CENTER Util. and Service Contr.  |           |                  |           |             |         |
| ATLFIR ATLANTIC SECURITY & FIRE, INC.   | 23-03610 #15330 Battery Replacements    |           |                  | 122.40    | 0.00        |         |
| OPTIMUM OPTIMUM                         | 23-03676 #07866-196932-01-7 11/15-12/14 |           |                  | 8.34      | 0.00        |         |
|                                         |                                         |           |                  | 130.74    |             |         |
| 3-01-27-350-000-204                     | SENIOR CENTER Print & Office Supplies   |           |                  |           |             |         |
| WBMASON W.B.MASON CO., INC.             | 23-03539 Copy Paper                     |           |                  | 63.00     | 0.00        |         |
| 3-01-27-350-000-205                     | SENIOR CENTER Recreation & Social       |           |                  |           |             |         |
| ATTHE AT THE TABLE LLC                  | 23-02986 FOOD FOR CHRISTMAS PARTY 12/21 |           |                  | 310.00    | 0.00        |         |
| 3-01-27-350-000-210                     | SENIOR CENTER Classes                   |           |                  |           |             |         |
| BODYB005 BODY BY BEY                    | 23-02774 Exercise Classes 4th Qtr 2023  |           |                  | 300.00    | 0.00        | B       |
| CANNA005 CANNABIS BUSINESS ALLIANCE INC | 23-02775 Exercise Classes 4th Qtr 2023  |           |                  | 250.00    | 0.00        | B       |
|                                         |                                         |           |                  | 550.00    |             |         |
|                                         | Extd Total: SENIOR CENTER               |           |                  | 1,053.74  |             |         |
|                                         | Department Total: SENIOR CENTER         |           |                  | 1,053.74  |             |         |
|                                         | CAFR Total:                             |           |                  | 16,325.91 |             |         |

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| Budget Account<br>Vendor              | Description                   | P.O. Id                      | P.O. Description | Amount    | Void Amount | PO Type |
|---------------------------------------|-------------------------------|------------------------------|------------------|-----------|-------------|---------|
| Department: LIGHTING                  |                               |                              |                  |           |             |         |
| Extd: LIGHT,HEAT,POW                  |                               |                              |                  |           |             |         |
| 3-01-31-435-435-299                   | LIGHT, HEAT & POWER Misc.     |                              |                  |           |             |         |
| JCPL JCPL                             | 23-03544                      | Various Accounts             | 10/26-11/27      | 6,837.76  | 0.00        |         |
| JCPL JCPL                             | 23-03560                      | #100 065 197 475             | 10/25-11/22      | 55.49     | 0.00        |         |
| NJAMER N.J. AMERICAN WATER CO.        | 23-03665                      | Various Accounts -           | 11/3-12/4        | 3,795.97  | 0.00        |         |
| JCPL JCPL                             | 23-03668                      | Various Accounts -           | 10/25-11/21      | 183.86    | 0.00        |         |
|                                       |                               |                              |                  | 10,873.08 |             |         |
| Extd Total: LIGHT,HEAT,POW            |                               |                              |                  | 10,873.08 |             |         |
| Extd: STREET/TRAFFIC                  |                               |                              |                  |           |             |         |
| 3-01-31-435-436-299                   | STREET&TRAFFIC LIGHTING Misc. |                              |                  |           |             |         |
| JCPL JCPL                             | 23-03518                      | Various Accounts -           | 10/25-11/22      | 3,570.80  | 0.00        |         |
| JCPL JCPL                             | 23-03544                      | Various Accounts             | 10/26-11/27      | 616.32    | 0.00        |         |
| JCPL JCPL                             | 23-03560                      | #100 065 197 475             | 10/25-11/22      | 960.58    | 0.00        |         |
| JCPL JCPL                             | 23-03586                      | #200 000 001 293 Master Acct |                  | 986.27    | 0.00        |         |
| JCPL JCPL                             | 23-03668                      | Various Accounts -           | 10/25-11/21      | 55.65     | 0.00        |         |
|                                       |                               |                              |                  | 6,189.62  |             |         |
| Extd Total: STREET/TRAFFIC            |                               |                              |                  | 6,189.62  |             |         |
| Department Total: LIGHTING            |                               |                              |                  | 17,062.70 |             |         |
| Department: TELEPHONE                 |                               |                              |                  |           |             |         |
| Extd: TELEPHONE                       |                               |                              |                  |           |             |         |
| 3-01-31-440-000-299                   | TELEPHONE Misc.               |                              |                  |           |             |         |
| MONINT MONMOUTH INTERNET CORPORATION  | 23-03548                      | INVOICE#346984-M             | DEC 2023         | 3,519.93  | 0.00        |         |
| Extd Total: TELEPHONE                 |                               |                              |                  | 3,519.93  |             |         |
| Department Total: TELEPHONE           |                               |                              |                  | 3,519.93  |             |         |
| Department: GASOLINE                  |                               |                              |                  |           |             |         |
| Extd: GASOLINE                        |                               |                              |                  |           |             |         |
| 3-01-31-460-000-299                   | GASOLINE Misc.                |                              |                  |           |             |         |
| GRIALLI GRIFFITH-ALLIED TRUCKING, LLC | 23-03602                      | #79637 & 355185 FUEL         |                  | 9,584.58  | 0.00        |         |
| GRIALLI GRIFFITH-ALLIED TRUCKING, LLC | 23-03652                      | #357080 DIESEL FUEL          | 11/30/23         | 2,797.76  | 0.00        |         |
|                                       |                               |                              |                  | 12,382.34 |             |         |
| Extd Total: GASOLINE                  |                               |                              |                  | 12,382.34 |             |         |
| Department Total: GASOLINE            |                               |                              |                  | 12,382.34 |             |         |
| CAFR Total:                           |                               |                              |                  | 32,964.97 |             |         |
| Department: MUNIC COURT               |                               |                              |                  |           |             |         |
| Extd: MUNICIPAL COURT                 |                               |                              |                  |           |             |         |
| 3-01-43-490-000-202                   | MUNIC COURT Office Supplies   |                              |                  |           |             |         |
| CRAPRI CRAFTMASTER PRINTING, INC.     | 23-03427                      | envelopes                    |                  | 372.00    | 0.00        |         |

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| Budget Account<br>Vendor                 | Description                                | P.O. Id | P.O. Description | Amount       | Void Amount | PO Type |
|------------------------------------------|--------------------------------------------|---------|------------------|--------------|-------------|---------|
| 3-01-43-490-000-202                      | MUNIC COURT Office Supplies                |         | Continued        |              |             |         |
| WBMASON W.B.MASON CO., INC.              | 23-03499 office supplies                   |         |                  | 451.00       | 0.00        |         |
|                                          |                                            |         |                  | 823.00       |             |         |
| 3-01-43-490-000-206                      | MUNIC COURT Purchase Equip.                |         |                  |              |             |         |
| BISDI005 BIS DIGITAL, INC.               | 23-02973 mixer for court recorder          |         |                  | 1,335.40     | 0.00        |         |
| 3-01-43-490-000-212                      | MUNIC COURT Dues,Subscript.                |         |                  |              |             |         |
| LAWDIA LAWYERS DIARY AND MANUAL LLC      | 23-02192 2024 lawyers diary                |         |                  | 130.25       | 0.00        |         |
|                                          | Extd Total: MUNICIPAL COURT                |         |                  | 2,288.65     |             |         |
|                                          | Department Total: MUNIC COURT              |         |                  | 2,288.65     |             |         |
| Department: PUBLIC DEFEND.               |                                            |         |                  |              |             |         |
| Extd: PUBLIC DEFENDER                    |                                            |         |                  |              |             |         |
| 3-01-43-495-000-021                      | Fees                                       |         |                  |              |             |         |
| THELA010 THE LAW OFFICE OF MATTHEW SAGE  | 23-03542 public defender nov 2023          |         |                  | 1,500.00     | 0.00        |         |
|                                          | Extd Total: PUBLIC DEFENDER                |         |                  | 1,500.00     |             |         |
|                                          | Department Total: PUBLIC DEFEND.           |         |                  | 1,500.00     |             |         |
|                                          | CAFR Total:                                |         |                  | 3,788.65     |             |         |
| CAFR: CURRENT FUND NON BUDGET ACCTS:     |                                            |         |                  |              |             |         |
| Department: TAXES PAYABLE:               |                                            |         |                  |              |             |         |
| Extd: TAXES PAYABLE:                     |                                            |         |                  |              |             |         |
| 3-01-55-001-000-004                      | OPERATIONS                                 |         |                  |              |             |         |
| CITY CITY OF ASBURY PARK                 | 23-03545 Correction of Trust Balance       |         |                  | 184,000.00   | 0.00        |         |
|                                          | Extd Total: TAXES PAYABLE:                 |         |                  | 184,000.00   |             |         |
|                                          | Department Total: TAXES PAYABLE:           |         |                  | 184,000.00   |             |         |
|                                          | CAFR Total: CURRENT FUND NON BUDGET ACCTS: |         |                  | 184,000.00   |             |         |
|                                          | Fund Total: CURRENT                        |         |                  | 1,155,455.22 |             |         |
| Fund: BEACH                              |                                            |         |                  |              |             |         |
| Department: UTILITY OE                   |                                            |         |                  |              |             |         |
| Extd: BEACH UTILITY O/E: OTHER EXPENSES: |                                            |         |                  |              |             |         |
| 3-05-55-502-000-211                      | BEACH UTILITY O/E: Light & Power           |         |                  |              |             |         |
| JCPL JCPL                                | 23-03544 Various Accounts 10/26-11/27      |         |                  | 417.69       | 0.00        |         |
| NJAMER N.J. AMERICAN WATER CO.           | 23-03665 Various Accounts - 11/3-12/4      |         |                  | 363.16       | 0.00        |         |
|                                          |                                            |         |                  | 780.85       |             |         |
| 3-05-55-502-000-215                      | BEACH UTILITY O/E: Lumber/Bldg. Supplies   |         |                  |              |             |         |
| GRAING GRAINGER, INC.                    | 23-02520 Misc Beach Hardware               |         |                  | 144.73       | 0.00        | B       |
| JAEUM JAEGER LUMBER & SUPPLY CO. INC     | 23-03429 Domino Jointer                    |         |                  | 1,769.00     | 0.00        |         |
|                                          |                                            |         |                  | 1,913.73     |             |         |
| 3-05-55-502-000-219                      | BEACH UTILITY O/E: Vehicle                 |         |                  |              |             |         |
| QUAAUT QUALITY AUTO GLASS, INC.          | 23-03338 JET VAC WINDSHIELD                |         |                  | 559.37       | 0.00        |         |

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| Budget Account<br>Vendor | Description                                    | P.O. Id  | P.O. Description               | Amount          | Void Amount | PO Type |
|--------------------------|------------------------------------------------|----------|--------------------------------|-----------------|-------------|---------|
| 3-05-55-502-000-219      | BEACH UTILITY O/E: Vehicle                     |          | Continued                      |                 |             |         |
| EASAUT                   | EASTERN AUTOPARTS WAREHOUSE                    | 23-03362 | VARIOUS PARTS BLANKET          | <u>3,844.07</u> | 0.00        | B       |
|                          |                                                |          |                                | 4,403.44        |             |         |
|                          | Extd Total: BEACH UTILITY O/E: OTHER EXPENSES: |          |                                | 7,098.02        |             |         |
|                          | Department Total: UTILITY OE                   |          |                                | 7,098.02        |             |         |
|                          | CAFR Total:                                    |          |                                | 7,098.02        |             |         |
|                          | Fund Total: BEACH                              |          |                                | 7,098.02        |             |         |
| Fund:                    | TRANSPORTATION UTILITY: BUDGET:                |          |                                |                 |             |         |
| Department:              | UTILITY OE                                     |          |                                |                 |             |         |
| Extd:                    | TRANS.UTILITY O/E: OTHER EXPENSES:             |          |                                |                 |             |         |
| 3-06-55-502-000-202      | TRANS.UTILITY O/E: Office Supplies             |          |                                |                 |             |         |
| CRAPRI                   | CRAFTMASTER PRINTING, INC.                     | 23-03389 | Envelopes                      | 49.00           | 0.00        |         |
| KEPSPR                   | KEPWEL SPRING WATER                            | 23-03549 | ACCT #117290 NOVEMBER 2023     | <u>12.00</u>    | 0.00        |         |
|                          |                                                |          |                                | 61.00           |             |         |
| 3-06-55-502-000-208      | TRANS.UTILITY O/E: Parking Permits             |          |                                |                 |             |         |
| PASPOR                   | PASSPORT LABS, INC.                            | 23-03662 | November 2023 Permit Fees      | 365.00          | 0.00        |         |
| 3-06-55-502-000-212      | TRANS.UTILITY O/E: Parking Meter Supply        |          |                                |                 |             |         |
| IPSGRO                   | IPS GROUP, INC.                                | 23-03584 | Monthly DMS Fees 11/23         | 7,503.00        | 0.00        |         |
| 3-06-55-502-000-213      | TRANS.UTILITY O/E: Mobile App Fees             |          |                                |                 |             |         |
| PAYBY005                 | PAYBYPHONE US, INC.                            | 23-03666 | Oct/Nov 23 PBP Trans Fee       | 365.00          | 0.00        |         |
| PARKM005                 | PARKMOBILE USA, LLC                            | 23-03670 | INV 940010 Nov 23 Trans Fees   | <u>6,009.60</u> | 0.00        |         |
|                          |                                                |          |                                | 6,374.60        |             |         |
| 3-06-55-502-000-229      | TRANSPORT. UTILITY OE JANITORIAL               |          |                                |                 |             |         |
| ATRAJ005                 | ATRA JANITORIAL SUPPLY CO. INC                 | 23-03336 | janitorial supplies City Hall  | 2,123.07        | 0.00        |         |
|                          | Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES: |          |                                | 16,426.67       |             |         |
|                          | Department Total: UTILITY OE                   |          |                                | 16,426.67       |             |         |
|                          | CAFR Total:                                    |          |                                | 16,426.67       |             |         |
|                          | Fund Total: TRANSPORTATION UTILITY: BUDGET:    |          |                                | 16,426.67       |             |         |
| Fund:                    | SEWER UTILITY: BUDGET:                         |          |                                |                 |             |         |
| Department:              | UTILITY OE                                     |          |                                |                 |             |         |
| Extd:                    | SEWER UTILITY O/E: OTHER EXPENSES:             |          |                                |                 |             |         |
| 3-07-55-502-000-202      | SEWER UTILITY O/E: Hardware/Tools              |          |                                |                 |             |         |
| GPCNA092                 | GPC-NAPA AUTO PARTS                            | 23-03399 | Hydraulic Oil for Comminutor   | 539.96          | 0.00        |         |
| JEMIND                   | JEM INDUSTRIAL SERVICES, INC.                  | 23-03443 | Consumable Gloves,AbsorbentPad | <u>565.80</u>   | 0.00        |         |
|                          |                                                |          |                                | 1,105.76        |             |         |
| 3-07-55-502-000-205      | SEWER UTILITY O/E: Repairs                     |          |                                |                 |             |         |
| LONGO                    | LONGO ELECTRICAL MECHANICAL                    | 23-02949 | INV #2N908A Reuse Pump Motor   | 1,759.88        | 0.00        |         |
| STESUP                   | STEVENS ON SUPPLY CO.,INC.                     | 23-03375 | Chlorine Tank Repair Parts     | 500.25          | 0.00        |         |
| STESUP                   | STEVENS ON SUPPLY CO.,INC.                     | 23-03547 | PVC Bushings                   | <u>147.18</u>   | 0.00        |         |
|                          |                                                |          |                                | 2,407.31        |             |         |

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| Budget Account<br>Vendor                                     | Description                                          | P.O. Id  | P.O. Description               | Amount          | Void Amount | PO Type |
|--------------------------------------------------------------|------------------------------------------------------|----------|--------------------------------|-----------------|-------------|---------|
| 3-07-55-502-000-206<br>NSINE005 NSI NEAL SYSTEMS, INC        | SEWER UTILITY O/E: Purchase of Equipment             | 23-02812 | Power Supply Flow Chart        | 622.30          | 0.00        |         |
| 3-07-55-502-000-209<br>LYONS005 LYONS ENVIRONMENTAL SERVICES | SEWER UTILITY O/E: Fees                              | 23-03533 | APSA1123 WWTP TESTING NOV '23  | 1,295.00        | 0.00        |         |
| 3-07-55-502-000-211<br>NJAMER N.J. AMERICAN WATER CO.        | SEWER UTILITY O/E: Light & Power                     | 23-03665 | Various Accounts - 11/3-12/4   | 886.98          | 0.00        |         |
| 3-07-55-502-000-218<br>GUARD010 GUARDIAN PEST CONTROL        | SEWER UTILITY O/E: Contract Services                 | 23-03514 | PEST CONTROL SERVICES 11/28/23 | 80.00           | 0.00        |         |
| OTTINS OTTERSTEDT INS. AGENCY, INC.                          |                                                      | 23-03521 | Underground Storage Tank Ins.  | 3,663.00        | 0.00        |         |
| KEPSPR KEPWEL SPRING WATER                                   |                                                      | 23-03549 | ACCT #117290 NOVEMBER 2023     | 12.00           | 0.00        |         |
| CERID005 CERIDA INVESTMENT CORP.                             |                                                      | 23-03569 | #127-31311 DECEMBER 2023       | 189.02          | 0.00        |         |
|                                                              |                                                      |          |                                | <u>3,944.02</u> |             |         |
| 3-07-55-502-000-220<br>NJAMER N.J. AMERICAN WATER CO.        | SEWER UTILITY O/E: Accounting                        | 23-03664 | Usage data 4000272446          | 399.62          | 0.00        |         |
| 3-07-55-502-000-224<br>RUSREI RUSSELL REID WASTE HAULING &   | SEWER UTILITY O/E: Sludge Removal                    | 23-03659 | #0006872599 NOVEMBER 2023      | 21,703.50       | 0.00        |         |
| 3-07-55-502-000-230<br>UNIVAR UNIVAR SOLUTIONS USA, INC.     | SEWER UTILITY O/E: Hypochlorite                      | 23-03598 | INV #51682779 NOVEMBER 2023    | 4,351.80        | 0.00        |         |
| 3-07-55-502-000-231<br>WBMASON W.B.MASON CO., INC.           | SEWER UTILITY O/E: Lab Supplies                      | 23-03574 | Calendars for Sewer Plant      | 159.88          | 0.00        |         |
| 3-07-55-502-000-234<br>THEAMB THE AMBIENT GROUP, LLC         | SEWER UTILITY O/E: ARP Funds                         | 23-00459 | WWTP UST REMOVAL               | 47,120.00       | 0.00        | B       |
|                                                              | Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:       |          |                                | 83,996.17       |             |         |
|                                                              | Department Total: UTILITY OE                         |          |                                | 83,996.17       |             |         |
|                                                              | CAFR Total:                                          |          |                                | 83,996.17       |             |         |
|                                                              | Fund Total: SEWER UTILITY: BUDGET:                   |          |                                | 83,996.17       |             |         |
|                                                              | Year Total:                                          |          |                                | 1,262,976.08    |             |         |
| Fund:                                                        | GENERAL CAPITAL FUND BUDGET:                         |          |                                |                 |             |         |
| Extd:                                                        | Ord. 2017-2 Various Capital Improvements             |          |                                |                 |             |         |
| C-04-55-998-169-001<br>FIOPAV FIORE PAVING CO., INC.         | Various Road Improvements                            | 23-00605 | 2023 PAVING & SIDEWALKS        | 107,157.62      | 0.00        | B       |
| C-04-55-998-169-007<br>FIOPAV FIORE PAVING CO., INC.         | Section 20 Soft Costs                                | 23-00605 | 2023 PAVING & SIDEWALKS        | 1,589.09        | 0.00        | B       |
|                                                              | Extd Total: Ord. 2017-2 Various Capital Improvements |          |                                | 108,746.71      |             |         |

Attachment: Bill List 12-20-23 (2023-549 : Payment of Bills)

| Budget Account<br>Vendor                             | Description                            | P.O. Id  | P.O. Description               | Amount     | Void Amount | PO Type |
|------------------------------------------------------|----------------------------------------|----------|--------------------------------|------------|-------------|---------|
| Extd: Ord. 2018-4 Var. Capital Improvements          |                                        |          |                                |            |             |         |
| C-04-55-998-172-017                                  | Section 20 Costs                       |          |                                |            |             |         |
| TMASSO T & M ASSOCIATES                              |                                        | 23-03693 | LAF454762 General Engineering  | 2,233.00   | 0.00        |         |
| Extd Total: Ord. 2018-4 Var. Capital Improvements    |                                        |          |                                | 2,233.00   |             |         |
| Extd: Odr. 2018-57 Acq. of Real Property FH          |                                        |          |                                |            |             |         |
| C-04-55-998-176-001                                  | Section 20 Costs                       |          |                                |            |             |         |
| TMASSO T & M ASSOCIATES                              |                                        | 23-01422 | FIRE HEADQUARTERS CONSTRUCTION | 23,200.14  | 0.00        | B       |
| HILLW005 HILL WALLACK LLP                            |                                        | 23-03616 | Invoice 741440 General Matters | 245.00     | 0.00        |         |
|                                                      |                                        |          |                                | 23,445.14  |             |         |
| C-04-55-998-176-002                                  | Purchase of Prop./Const. of Firehouse  |          |                                |            |             |         |
| WALLA005 WALLACE BROS, INC.                          |                                        | 23-02172 | FIRE DEPARTMENT HEADQUARTERS   | 693,278.20 | 0.00        | B       |
| Extd Total: Odr. 2018-57 Acq. of Real Property FH    |                                        |          |                                | 716,723.34 |             |         |
| Extd: Ord. 2021-36 Various Capital Improv.           |                                        |          |                                |            |             |         |
| C-04-55-998-182-003                                  | Public Works Equipment and Vehicles    |          |                                |            |             |         |
| TRAUS TRANE U.S. INC.                                |                                        | 23-00455 | CHILLER REPLACEMENT AT DPW     | 11,281.05  | 0.00        | B       |
| Extd Total: Ord. 2021-36 Various Capital Improv.     |                                        |          |                                | 11,281.05  |             |         |
| Extd: Bond Ord. 2022-16 2022 Var. Cap. Improv.       |                                        |          |                                |            |             |         |
| C-04-55-998-183-002                                  | Various Public Works Equip. & Vehicles |          |                                |            |             |         |
| WARSH005 WARSHAUER ELECTRIC SUPPLY                   |                                        | 23-00294 | LAKE & GRAND LIGHT REPLACEMENT | 85,600.00  | 0.00        | B       |
| C-04-55-998-183-003                                  | Bldgs. & Grounds Chiller               |          |                                |            |             |         |
| TRAUS TRANE U.S. INC.                                |                                        | 23-00455 | CHILLER REPLACEMENT AT DPW     | 10,800.73  | 0.00        | B       |
| Extd Total: Bond Ord. 2022-16 2022 Var. Cap. Improv. |                                        |          |                                | 96,400.73  |             |         |
| Extd: Ord. 2023-19 Various Park Improv.              |                                        |          |                                |            |             |         |
| C-04-55-998-184-001                                  | Section 20 Costs                       |          |                                |            |             |         |
| TMASSO T & M ASSOCIATES                              |                                        | 23-03693 | LAF454762 General Engineering  | 2,939.50   | 0.00        |         |
| C-04-55-998-184-002                                  | Kennedy Park Improvements              |          |                                |            |             |         |
| ANARC005 ANAR CONSTRUCTION LLC                       |                                        | 23-01789 | KENNEDY PARK IMPROVEMENTS      | 3,878.19   | 0.00        | B       |
| Extd Total: Ord. 2023-19 Various Park Improv.        |                                        |          |                                | 6,817.69   |             |         |
| Department Total:                                    |                                        |          |                                | 942,202.52 |             |         |
| CAFR Total:                                          |                                        |          |                                | 942,202.52 |             |         |
| Fund Total: GENERAL CAPITAL FUND BUDGET:             |                                        |          |                                | 942,202.52 |             |         |

Attachment: Bill List 12-20-23 (2023-549 : Payment of Bills)

| Budget Account<br>Vendor                         | Description                                            | P.O. Id  | P.O. Description               | Amount       | Void Amount | PO Type |
|--------------------------------------------------|--------------------------------------------------------|----------|--------------------------------|--------------|-------------|---------|
| Fund: PARKING CAPITAL                            |                                                        |          |                                |              |             |         |
| Department: Ord. 2020-8 Memorial Drive Paving    |                                                        |          |                                |              |             |         |
| Extd: Ord. 2020-8 Memorial Drive Paving          |                                                        |          |                                |              |             |         |
| C-09-17-906-000-901                              | Section 20 Costs                                       |          |                                |              |             |         |
| TMASSO T & M ASSOCIATES                          |                                                        | 20-03383 | Reso 2020-303 Memorial Dr.     | 20,793.54    | 0.00        | B       |
| C-09-17-906-000-902                              | Construction Costs                                     |          |                                |              |             |         |
| LUCBRO LUCAS BROTHERS, INC.                      |                                                        | 22-03390 | MEMORIAL DRIVE IMPROVEMENTS    | 257,854.66   | 0.00        | B       |
|                                                  | Extd Total: Ord. 2020-8 Memorial Drive Paving          |          |                                | 278,648.20   |             |         |
|                                                  | Department Total: Ord. 2020-8 Memorial Drive Paving    |          |                                | 278,648.20   |             |         |
| Department: Ord. 2022-8 Various Rd. Improvements |                                                        |          |                                |              |             |         |
| Extd: Ord. 2022-8 Various Rd. Improvements       |                                                        |          |                                |              |             |         |
| C-09-17-909-000-904                              | Section 20 Costs                                       |          |                                |              |             |         |
| TMASSO T & M ASSOCIATES                          |                                                        | 22-01654 | MONROE, COMSTOCK & EIGHT ROADS | 16,029.53    | 0.00        | B       |
|                                                  | Extd Total: Ord. 2022-8 Various Rd. Improvements       |          |                                | 16,029.53    |             |         |
|                                                  | Department Total: Ord. 2022-8 Various Rd. Improvements |          |                                | 16,029.53    |             |         |
|                                                  | CAFR Total:                                            |          |                                | 294,677.73   |             |         |
|                                                  | Fund Total: PARKING CAPITAL                            |          |                                | 294,677.73   |             |         |
|                                                  | Year Total:                                            |          |                                | 1,236,880.25 |             |         |
| Fund: GRANT FUND BUDGET:                         |                                                        |          |                                |              |             |         |
| G-02-43-956-022-206                              | ARP Funding                                            |          |                                |              |             |         |
| TRAUS TRANE U.S. INC.                            |                                                        | 23-01946 | CLEANING EXISITING AC SYSTEM   | 71,573.00    | 0.00        |         |
| G-02-43-956-022-211                              | Aff. Hsg. Allian. Educ./Rec. Enrichment                |          |                                |              |             |         |
| COSTCO COSTCO WHOLESALE                          |                                                        | 23-02422 | End of year PAL event          | 91.72        | 0.00        |         |
| G-02-43-956-022-213                              | Safe Routes to Transit Grant                           |          |                                |              |             |         |
| TMASSO T & M ASSOCIATES                          |                                                        | 22-02806 | SAFE ROUTES TO TRANSIT         | 3,295.50     | 0.00        | B       |
| G-02-43-956-022-214                              | NJ DOT Asbury Ave. Bikeway Project                     |          |                                |              |             |         |
| TMASSO T & M ASSOCIATES                          |                                                        | 23-03019 | ASBURY AVE BIKEWAY IMPROVEMENT | 21,246.50    | 0.00        | B       |
|                                                  | Extd Total:                                            |          |                                | 96,206.72    |             |         |
|                                                  | Department Total:                                      |          |                                | 96,206.72    |             |         |
| G-02-43-970-023-200                              | Sustainable Jersey Grant                               |          |                                |              |             |         |
| INTNEI INTERFAITH NEIGHBORS, INC.                |                                                        | 23-03323 | 1st Installment per Memorandum | 5,000.00     | 0.00        |         |
|                                                  | Extd Total:                                            |          |                                | 5,000.00     |             |         |
|                                                  | Department Total:                                      |          |                                | 5,000.00     |             |         |
|                                                  | CAFR Total:                                            |          |                                | 101,206.72   |             |         |
|                                                  | Fund Total: GRANT FUND BUDGET:                         |          |                                | 101,206.72   |             |         |
|                                                  | Year Total:                                            |          |                                | 101,206.72   |             |         |

Attachment: Bill List 12-20-23 (2023-549 : Payment of Bills)

December 14, 2023  
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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

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| Budget Account<br>Vendor                      | Description                                         | P.O. Id  | P.O. Description               | Amount     | Void Amount | PO Type |
|-----------------------------------------------|-----------------------------------------------------|----------|--------------------------------|------------|-------------|---------|
| Fund: ANIMAL CONTROL FUND BUDGET:             |                                                     |          |                                |            |             |         |
| T-12-56-850-000-801                           | Reserve for Animal Control                          |          |                                |            |             |         |
| SPCA                                          | MONMOUTH COUNTY SPCA                                | 23-00103 | TRAP, NEUTER & RELEASE PROGRAM | 225.00     | 0.00        | B       |
| NJDEPH                                        | NJ DEPT.HEALTH/SNR.SERV.                            | 23-03540 | Dog Report November 2023       | 3.60       | 0.00        |         |
|                                               |                                                     |          |                                | 228.60     |             |         |
|                                               | Extd Total:                                         |          |                                | 228.60     |             |         |
|                                               | Department Total:                                   |          |                                | 228.60     |             |         |
|                                               | CAFR Total:                                         |          |                                | 228.60     |             |         |
|                                               | Fund Total: ANIMAL CONTROL FUND BUDGET:             |          |                                | 228.60     |             |         |
| Fund: COMMUNITY DEVELOPMENT BLK GRANT BUDGET: |                                                     |          |                                |            |             |         |
| Extd: 2021 CDBG B21MC340100 CFDA 14.218       |                                                     |          |                                |            |             |         |
| T-17-80-850-850-010                           | Reprogrammed funds 2023                             |          |                                |            |             |         |
| GRAING                                        | GRAINGER, INC.                                      | 23-03299 | Toilets for Waterspray Park    | 2,030.20   | 0.00        |         |
|                                               | Extd Total: 2021 CDBG B21MC340100 CFDA 14.218       |          |                                | 2,030.20   |             |         |
|                                               | Department Total:                                   |          |                                | 2,030.20   |             |         |
|                                               | CAFR Total:                                         |          |                                | 2,030.20   |             |         |
| Extd: 2022 CDBG B-22-MC-34-0100               |                                                     |          |                                |            |             |         |
| T-17-81-850-850-003                           | 2022 Road Improvements                              |          |                                |            |             |         |
| FIOPAV                                        | FIORE PAVING CO., INC.                              | 23-00605 | 2023 PAVING & SIDEWALKS        | 28,000.00  | 0.00        | B       |
| T-17-81-850-850-005                           | 2022 Community Events                               |          |                                |            |             |         |
| ROBEA005                                      | ROBEANS                                             | 23-03522 | Refreshments for Tree Lighting | 750.00     | 0.00        |         |
| AMAZO005                                      | AMAZON.COM SERVICES                                 | 23-03523 | Candy/bags Tree Lighting Event | 216.69     | 0.00        |         |
|                                               |                                                     |          |                                | 966.69     |             |         |
|                                               | Extd Total: 2022 CDBG B-22-MC-34-0100               |          |                                | 28,966.69  |             |         |
|                                               | Department Total:                                   |          |                                | 28,966.69  |             |         |
|                                               | CAFR Total:                                         |          |                                | 28,966.69  |             |         |
| Extd: 2023 CDBG 23-MC-34-0100                 |                                                     |          |                                |            |             |         |
| T-17-82-850-850-005                           | 2023 Fire Apparatus                                 |          |                                |            |             |         |
| VERALP                                        | V.E. RALPH & SON, INC.                              | 23-02785 | Track Chair and Stretcher      | 17,016.45  | 0.00        |         |
| T-17-82-850-850-007                           | 2023 Holiday Street Lighting                        |          |                                |            |             |         |
| HOLID005                                      | HOLIDAY DESIGNS                                     | 23-02818 | Upgraded Holiday Lighting      | 57,827.50  | 0.00        |         |
|                                               | Extd Total: 2023 CDBG 23-MC-34-0100                 |          |                                | 74,843.95  |             |         |
|                                               | Department Total:                                   |          |                                | 74,843.95  |             |         |
|                                               | CAFR Total:                                         |          |                                | 74,843.95  |             |         |
|                                               | Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET: |          |                                | 105,840.84 |             |         |

Attachment: Bill List 12-20-23 (2023-549 : Payment of Bills)

| Budget Account<br>Vendor   | Description                              | P.O. Id  | P.O. Description               | Amount   | Void Amount | PO Type |
|----------------------------|------------------------------------------|----------|--------------------------------|----------|-------------|---------|
| Fund:                      | PLANNING & ZONING ESCROW FUND BUDGET:    |          |                                |          |             |         |
| CAFR:                      | PLANNING & ZONING ESCROW FUND BUDGET:    |          |                                |          |             |         |
| T-21-00-169-000-299        | 1201 BRIDGE ST.(PETER GAYLORD)           |          |                                |          |             |         |
| CLACAN                     | CLARKE CATON HINTZ PC                    | 23-03502 | PB & ZB PROF SVS NOV & VARIOUS | 1,425.70 | 0.00        |         |
| CLACAN                     | CLARKE CATON HINTZ PC                    | 23-03627 | CCH PB & ZB PRO SVS 12/8/23    | 562.50   | 0.00        |         |
|                            |                                          |          |                                | 1,988.20 |             |         |
|                            | Extd Total:                              |          |                                | 1,988.20 |             |         |
|                            | Department Total:                        |          |                                | 1,988.20 |             |         |
| T-21-00-260-000-299        | 550 COOKMAN AVENUE(SACKMAN ENTERPRISES)  |          |                                |          |             |         |
| INSENG                     | INSITE ENGINEERING, LLC                  | 23-03591 | Insite Invoice 2888 4.30.23    | 425.27   | 0.00        |         |
|                            | Extd Total:                              |          |                                | 425.27   |             |         |
|                            | Department Total:                        |          |                                | 425.27   |             |         |
| T-21-00-338-000-299        | 208 MAIN STREET(INSPECTION)(DB VENTURES) |          |                                |          |             |         |
| CLACAN                     | CLARKE CATON HINTZ PC                    | 23-03635 | CCH Invoice 88294              | 797.50   | 0.00        |         |
|                            | Extd Total:                              |          |                                | 797.50   |             |         |
|                            | Department Total:                        |          |                                | 797.50   |             |         |
| T-21-00-397-000-299        | 545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)  |          |                                |          |             |         |
| INSENG                     | INSITE ENGINEERING, LLC                  | 23-03591 | Insite Invoice 2888 4.30.23    | 32.64    | 0.00        |         |
|                            | Extd Total:                              |          |                                | 32.64    |             |         |
|                            | Department Total:                        |          |                                | 32.64    |             |         |
| T-21-00-447-000-299        | 545 LAKE-INSPECTION(545 LAKE AVE,LLC)    |          |                                |          |             |         |
| INSENG                     | INSITE ENGINEERING, LLC                  | 23-03591 | Insite Invoice 2888 4.30.23    | 90.10    | 0.00        |         |
|                            | Extd Total:                              |          |                                | 90.10    |             |         |
|                            | Department Total:                        |          |                                | 90.10    |             |         |
| Department: PUBLIC DEFEND. |                                          |          |                                |          |             |         |
| T-21-00-495-000-299        | 900-901 MATTISON AVE(ASBURY MEM.PARKWAY) |          |                                |          |             |         |
| TMASSO                     | T & M ASSOCIATES                         | 23-03694 | LAF454769 900-901 Memorial Dr. | 81.50    | 0.00        |         |
|                            | Extd Total:                              |          |                                | 81.50    |             |         |
|                            | Department Total: PUBLIC DEFEND.         |          |                                | 81.50    |             |         |
| T-21-00-499-000-299        | 216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN) |          |                                |          |             |         |
| INSENG                     | INSITE ENGINEERING, LLC                  | 23-03504 | PROF ENG & INSPECTIONS 28891   | 523.74   | 0.00        |         |
|                            | Extd Total:                              |          |                                | 523.74   |             |         |
|                            | Department Total:                        |          |                                | 523.74   |             |         |

Attachment: Bill List 12-20-23 (2023-549 : Payment of Bills)

| Budget Account<br>Vendor | Description                              | P.O. Id  | P.O. Description               | Amount          | Void Amount | PO Type |
|--------------------------|------------------------------------------|----------|--------------------------------|-----------------|-------------|---------|
| T-21-00-518-000-299      | AP TRIANGLE-INSPECTION(ASBURY PRT/iStar) |          |                                |                 |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-03503 | Insite SVS APRIL AND OCT 2023  | 623.01          | 0.00        |         |
|                          | Extd Total:                              |          |                                | 623.01          |             |         |
|                          | Department Total:                        |          |                                | 623.01          |             |         |
| Department: B.A.N's      |                                          |          |                                |                 |             |         |
| T-21-00-521-000-299      | 637/701 LAKE AVENUE(DOUGLAS DEVELOPMENT) |          |                                |                 |             |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03627 | CCH PB & ZB PRO SVS 12/8/23    | 290.00          | 0.00        |         |
|                          | Extd Total:                              |          |                                | 290.00          |             |         |
|                          | Department Total: B.A.N's                |          |                                | 290.00          |             |         |
| T-21-00-538-000-299      | 1411 MEMORIAL DR(THOMAS CALTABILOTA,LLC) |          |                                |                 |             |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03502 | PB & ZB PROF SVS NOV & VARIOUS | 147.50          | 0.00        |         |
|                          | Extd Total:                              |          |                                | 147.50          |             |         |
|                          | Department Total:                        |          |                                | 147.50          |             |         |
| T-21-00-543-000-299      | 531 COOKMAN AVE(ISABELLA/ASBURY ALE HSE) |          |                                |                 |             |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03502 | PB & ZB PROF SVS NOV & VARIOUS | 332.50          | 0.00        |         |
|                          | Extd Total:                              |          |                                | 332.50          |             |         |
|                          | Department Total:                        |          |                                | 332.50          |             |         |
| T-21-00-545-000-299      | 900-904 SPRINGWOOD(MEMORIAL AVE HOLDING) |          |                                |                 |             |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03502 | PB & ZB PROF SVS NOV & VARIOUS | 725.00          | 0.00        |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03627 | CCH PB & ZB PRO SVS 12/8/23    | 290.00          | 0.00        |         |
|                          |                                          |          |                                | <u>1,015.00</u> |             |         |
|                          | Extd Total:                              |          |                                | 1,015.00        |             |         |
|                          | Department Total:                        |          |                                | 1,015.00        |             |         |
| T-21-00-546-000-299      | 407 LAKE AVENUE(TOLL ASBURY PARK, LLC)   |          |                                |                 |             |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03506 | CCH Oct 2023 Toll              | 124.09          | 0.00        |         |
| TMASSO                   | T & M ASSOCIATES                         | 23-03695 | LAF454765 Toll Brothers        | 163.00          | 0.00        |         |
|                          |                                          |          |                                | <u>287.09</u>   |             |         |
|                          | Extd Total:                              |          |                                | 287.09          |             |         |
|                          | Department Total:                        |          |                                | 287.09          |             |         |
| T-21-00-549-000-299      | 929 ASBURY/1000 1ST(PARTNER PROP.,LLC)   |          |                                |                 |             |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03502 | PB & ZB PROF SVS NOV & VARIOUS | 72.50           | 0.00        |         |
|                          | Extd Total:                              |          |                                | 72.50           |             |         |
|                          | Department Total:                        |          |                                | 72.50           |             |         |

Attachment: Bill List 12-20-23 (2023-549 : Payment of Bills)

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CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

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| Budget Account<br>Vendor | Description                              | P.O. Id  | P.O. Description               | Amount          | Void Amount | PO Type |
|--------------------------|------------------------------------------|----------|--------------------------------|-----------------|-------------|---------|
| T-21-00-550-000-299      | 115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)  |          |                                |                 |             |         |
| TMASSO                   | T & M ASSOCIATES                         | 23-03697 | LAF454767 115 Fourth Ave.      | 407.50          | 0.00        |         |
|                          | Extd Total:                              |          |                                | 407.50          |             |         |
|                          | Department Total:                        |          |                                | 407.50          |             |         |
| T-21-00-551-000-299      | 700 MONROE AVE(MONROE AVENUE REALTY,LLC) |          |                                |                 |             |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03502 | PB & ZB PROF SVS NOV & VARIOUS | 665.00          | 0.00        |         |
|                          | Extd Total:                              |          |                                | 665.00          |             |         |
|                          | Department Total:                        |          |                                | 665.00          |             |         |
| T-21-00-556-000-299      | 300 6TH AVENUE(JAMES DUNN)               |          |                                |                 |             |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03502 | PB & ZB PROF SVS NOV & VARIOUS | 217.50          | 0.00        |         |
|                          | Extd Total:                              |          |                                | 217.50          |             |         |
|                          | Department Total:                        |          |                                | 217.50          |             |         |
| T-21-00-558-000-299      | 138 ELIZABETH AVENUE(CEVIN ALBERT)       |          |                                |                 |             |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03502 | PB & ZB PROF SVS NOV & VARIOUS | 858.75          | 0.00        |         |
|                          | Extd Total:                              |          |                                | 858.75          |             |         |
|                          | Department Total:                        |          |                                | 858.75          |             |         |
| T-21-00-560-000-299      | 614 COOKMAN AVENUE(614 COOKMAN, LLC)     |          |                                |                 |             |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03502 | PB & ZB PROF SVS NOV & VARIOUS | 737.50          | 0.00        |         |
| TMASSO                   | T & M ASSOCIATES                         | 23-03696 | LAF453231 614 Cookman          | 1,391.00        | 0.00        |         |
|                          |                                          |          |                                | <u>2,128.50</u> |             |         |
|                          | Extd Total:                              |          |                                | 2,128.50        |             |         |
|                          | Department Total:                        |          |                                | 2,128.50        |             |         |
| T-21-00-568-000-299      | BL 4001(INSF.FEES)(AP BL 4001 VENTURE)   |          |                                |                 |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-03503 | Insite SVS APRIL AND OCT 2023  | 888.88          | 0.00        |         |
|                          | Extd Total:                              |          |                                | 888.88          |             |         |
|                          | Department Total:                        |          |                                | 888.88          |             |         |
| T-21-00-572-000-299      | 202 7TH AVE(INSF.FEES)(202 7TH AVE,LLC)  |          |                                |                 |             |         |
| INSENG                   | INSITE ENGINEERING, LLC                  | 23-03503 | Insite SVS APRIL AND OCT 2023  | 898.96          | 0.00        |         |
|                          | Extd Total:                              |          |                                | 898.96          |             |         |
|                          | Department Total:                        |          |                                | 898.96          |             |         |
| T-21-00-573-000-299      | 205 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)  |          |                                |                 |             |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03502 | PB & ZB PROF SVS NOV & VARIOUS | 2,030.00        | 0.00        |         |
| CLACAN                   | CLARKE CATON HINTZ PC                    | 23-03627 | CCH PB & ZB PRO SVS 12/8/23    | 1,617.50        | 0.00        |         |
|                          |                                          |          |                                | <u>3,647.50</u> |             |         |
|                          | Extd Total:                              |          |                                | 3,647.50        |             |         |
|                          | Department Total:                        |          |                                | 3,647.50        |             |         |

Attachment: Bill List 12-20-23 (2023-549 : Payment of Bills)

| Budget Account<br>Vendor       | Description                              | P.O. Id | P.O. Description | Amount   | Void Amount | PO Type |
|--------------------------------|------------------------------------------|---------|------------------|----------|-------------|---------|
| T-21-00-578-000-299            | 911 KINGSLEY ST(PORTA AT ASBURY,LLC)     |         |                  |          |             |         |
| CLACAN CLARKE CATON HINTZ PC   | 23-03627 CCH PB & ZB PRO SVS 12/8/23     |         |                  | 1,963.00 | 0.00        |         |
|                                | Extd Total:                              |         |                  | 1,963.00 |             |         |
|                                | Department Total:                        |         |                  | 1,963.00 |             |         |
| T-21-00-579-000-299            | 1123 SUMMERFIELD(1123 SUMMERFIELD, LLC)  |         |                  |          |             |         |
| CLACAN CLARKE CATON HINTZ PC   | 23-03502 PB & ZB PROF SVS NOV & VARIOUS  |         |                  | 72.50    | 0.00        |         |
|                                | Extd Total:                              |         |                  | 72.50    |             |         |
|                                | Department Total:                        |         |                  | 72.50    |             |         |
| T-21-00-581-000-299            | 512-514 SUMMERFIELD(SACKMAN ASSET MGMT)  |         |                  |          |             |         |
| CLACAN CLARKE CATON HINTZ PC   | 23-03627 CCH PB & ZB PRO SVS 12/8/23     |         |                  | 2,736.00 | 0.00        |         |
|                                | Extd Total:                              |         |                  | 2,736.00 |             |         |
|                                | Department Total:                        |         |                  | 2,736.00 |             |         |
| T-21-00-583-000-299            | 1012 ASBURY AVE(SHARED EQUITIES CO.,LLC) |         |                  |          |             |         |
| CLACAN CLARKE CATON HINTZ PC   | 23-03502 PB & ZB PROF SVS NOV & VARIOUS  |         |                  | 72.50    | 0.00        |         |
| CLACAN CLARKE CATON HINTZ PC   | 23-03627 CCH PB & ZB PRO SVS 12/8/23     |         |                  | 145.00   | 0.00        |         |
|                                |                                          |         |                  | 217.50   |             |         |
|                                | Extd Total:                              |         |                  | 217.50   |             |         |
|                                | Department Total:                        |         |                  | 217.50   |             |         |
| T-21-00-585-000-299            | BALTIC & AEGEAN(INSPECTION FEES)(K.HOV)  |         |                  |          |             |         |
| INSENG INSITE ENGINEERING, LLC | 23-03504 PROF ENG & INSPECTIONS 28891    |         |                  | 53.76    | 0.00        |         |
|                                | Extd Total:                              |         |                  | 53.76    |             |         |
|                                | Department Total:                        |         |                  | 53.76    |             |         |
| T-21-00-587-000-299            | 905 SUMMERFIELD AVE(LUIS+EDNA IRIZARRY)  |         |                  |          |             |         |
| CLACAN CLARKE CATON HINTZ PC   | 23-03627 CCH PB & ZB PRO SVS 12/8/23     |         |                  | 145.00   | 0.00        |         |
|                                | Extd Total:                              |         |                  | 145.00   |             |         |
|                                | Department Total:                        |         |                  | 145.00   |             |         |
| T-21-00-590-000-299            | 1506 GRAND AVENUE(JUSTIN THERIAULT)      |         |                  |          |             |         |
| CLACAN CLARKE CATON HINTZ PC   | 23-03502 PB & ZB PROF SVS NOV & VARIOUS  |         |                  | 1,160.00 | 0.00        |         |
| CLACAN CLARKE CATON HINTZ PC   | 23-03627 CCH PB & ZB PRO SVS 12/8/23     |         |                  | 737.50   | 0.00        |         |
|                                |                                          |         |                  | 1,897.50 |             |         |
|                                | Extd Total:                              |         |                  | 1,897.50 |             |         |
|                                | Department Total:                        |         |                  | 1,897.50 |             |         |
| T-21-00-593-000-299            | BLOCK 4306(ASBURY PARTNERS, LLC)         |         |                  |          |             |         |
| CLACAN CLARKE CATON HINTZ PC   | 23-03502 PB & ZB PROF SVS NOV & VARIOUS  |         |                  | 285.00   | 0.00        |         |

Attachment: Bill List 12-20-23 (2023-549 : Payment of Bills)

| Budget Account<br>Vendor             | Description                                         | P.O. Id  | P.O. Description               | Amount    | Void Amount | PO Type |
|--------------------------------------|-----------------------------------------------------|----------|--------------------------------|-----------|-------------|---------|
| T-21-00-593-000-299                  | BLOCK 4306(ASBURY PARTNERS, LLC)                    |          | Continued                      |           |             |         |
| CLACAN CLARKE CATON HINTZ PC         |                                                     | 23-03627 | CCH PB & ZB PRO SVS 12/8/23    | 826.57    | 0.00        |         |
|                                      |                                                     |          |                                | 1,111.57  |             |         |
|                                      | Extd Total:                                         |          |                                | 1,111.57  |             |         |
|                                      | Department Total:                                   |          |                                | 1,111.57  |             |         |
| T-21-00-597-000-299                  | 407 LAKE AVE(INSPE.FEES)(TOLL BROS.INC.)            |          |                                |           |             |         |
| INSENG INSITE ENGINEERING, LLC       |                                                     | 23-03504 | PROF ENG & INSPECTIONS 28891   | 2,102.67  | 0.00        |         |
| CLACAN CLARKE CATON HINTZ PC         |                                                     | 23-03506 | CCH Oct 2023 To11              | 1,060.91  | 0.00        |         |
|                                      |                                                     |          |                                | 3,163.58  |             |         |
|                                      | Extd Total:                                         |          |                                | 3,163.58  |             |         |
|                                      | Department Total:                                   |          |                                | 3,163.58  |             |         |
| T-21-00-599-000-299                  | 614 COOKMAN AVE(ASBURY PARK BREWERY,LLC)            |          |                                |           |             |         |
| CLACAN CLARKE CATON HINTZ PC         |                                                     | 23-03627 | CCH PB & ZB PRO SVS 12/8/23    | 1,160.00  | 0.00        |         |
|                                      | Extd Total:                                         |          |                                | 1,160.00  |             |         |
|                                      | Department Total:                                   |          |                                | 1,160.00  |             |         |
| T-21-00-600-000-299                  | 1411 MEMORIAL DR(INS)(T.CALTABILOTA,LLC)            |          |                                |           |             |         |
| CLACAN CLARKE CATON HINTZ PC         |                                                     | 23-03627 | CCH PB & ZB PRO SVS 12/8/23    | 170.00    | 0.00        |         |
|                                      | Extd Total:                                         |          |                                | 170.00    |             |         |
|                                      | Department Total:                                   |          |                                | 170.00    |             |         |
| T-21-00-603-000-299                  | 1317-1319 SPRINGWOOD(INS)(BROS.IN BLUE)             |          |                                |           |             |         |
| CLACAN CLARKE CATON HINTZ PC         |                                                     | 23-03627 | CCH PB & ZB PRO SVS 12/8/23    | 72.50     | 0.00        |         |
|                                      | Extd Total:                                         |          |                                | 72.50     |             |         |
|                                      | Department Total:                                   |          |                                | 72.50     |             |         |
|                                      | CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:   |          |                                | 29,182.05 |             |         |
|                                      | Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:   |          |                                | 29,182.05 |             |         |
| Fund:                                | MADISON-ASBURY RETAIL, LLC FUND BUDGET:             |          |                                |           |             |         |
| CAFR:                                | MADISON-ASBURY RETAIL, LLC FUND BUDGET:             |          |                                |           |             |         |
| T-39-00-850-000-299                  | MADISON-ASBURY RETAIL - Miscellaneous               |          |                                |           |             |         |
| HILLW005 HILL WALLACK LLP            |                                                     | 23-03616 | Invoice 741440 General Matters | 11.12     | 0.00        |         |
|                                      | Extd Total:                                         |          |                                | 11.12     |             |         |
|                                      | Department Total:                                   |          |                                | 11.12     |             |         |
|                                      | CAFR Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET: |          |                                | 11.12     |             |         |
|                                      | Fund Total: MADISON-ASBURY RETAIL, LLC FUND BUDGET: |          |                                | 11.12     |             |         |
| Fund:                                | CITY OF ASBURY PARK REDEVELOPMENT ESCROW            |          |                                |           |             |         |
| T-48-56-850-000-806                  | 711&607 Mattison/545 Lake/550 Cookm(APB)            |          |                                |           |             |         |
| KYLEM005 KYLE MCMANUS ASSOCIATES LLC |                                                     | 23-03558 | Invoice 5113 Savoy             | 36.75     | 0.00        |         |
| HILLW005 HILL WALLACK LLP            |                                                     | 23-03620 | Invoice 741430 545 Lake Ave.   | 630.00    | 0.00        |         |

Attachment: Bill List 12-20-23 (2023-549 : Payment of Bills)

December 14, 2023  
10:13 AM

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

Page No: 21

3.D.1.a

| Budget Account<br>Vendor                                                    | Description                                        | P.O. Id  | P.O. Description               | Amount             | Void Amount | PO Type |
|-----------------------------------------------------------------------------|----------------------------------------------------|----------|--------------------------------|--------------------|-------------|---------|
| T-48-56-850-000-806<br>TMASSO T & M ASSOCIATES                              | 711&607 Mattison/545 Lake/550 Cookm(APB) Continued | 23-03698 | LAF454766 614 Cookman          | 815.00<br>1,481.75 | 0.00        |         |
| T-48-56-850-000-819<br>MARFAL MARAZITI FALCON, LLP                          | 5TH AVE.PAVILION(MADISON ASBURY RETAIL)            | 23-03501 | PROFESSIONAL SERVICES RENDERED | 325.00             | 0.00        |         |
| T-48-56-850-000-830<br>MARFAL MARAZITI FALCON, LLP                          | 216-218 3RD AVENUE(K.HOVNANIAN CO.,LLC)            | 23-03501 | PROFESSIONAL SERVICES RENDERED | 2,437.50           | 0.00        |         |
| T-48-56-850-000-833<br>KYLEM005 KYLE MCMANUS ASSOCIATES LLC                 | 1201 MEMORIAL(DOUGLAS DEVELOPMENT CORP)            | 23-03554 | Invoice 5041 1201 Memorial     | 1,304.75           | 0.00        |         |
| T-48-56-850-000-844<br>HILLW005 HILL WALLACK LLP                            | 316 MAIN STREET(316 MAIN AVENUE, LLC)              | 23-03616 | Invoice 741440 General Matters | 17.50              | 0.00        |         |
| T-48-56-850-000-855<br>MARFAL MARAZITI FALCON, LLP                          | 1401 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)           | 23-03501 | PROFESSIONAL SERVICES RENDERED | 162.50             | 0.00        |         |
| T-48-56-850-000-856<br>KYLEM005 KYLE MCMANUS ASSOCIATES LLC                 | 1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)           | 23-03555 | Invoice 5051 1012 Asbury       | 624.75             | 0.00        |         |
| T-48-56-850-000-862<br>KYLEM005 KYLE MCMANUS ASSOCIATES LLC                 | 1001 1ST AVENUE(ASBURY PARK FIRST)                 | 23-03557 | Invoice 5083 Afford. Housing   | 257.25             | 0.00        |         |
| T-48-56-850-000-871<br>KYLEM005 KYLE MCMANUS ASSOCIATES LLC                 | 1106 MAIN STREET(MERCY CENTER CORP.)               | 23-03556 | Invoice 5068 Mercy Center      | 404.25             | 0.00        |         |
| T-48-56-850-000-874<br>MARFAL MARAZITI FALCON, LLP                          | MM BOARDWALK(MADISON MARQUETTE,LLC)                | 23-03501 | PROFESSIONAL SERVICES RENDERED | 22,587.50          | 0.00        |         |
| T-48-56-850-000-876<br>KYLEM005 KYLE MCMANUS ASSOCIATES LLC                 | 1256 WASHINGTON(SCARANNI REAL EST.MNGMT)           | 23-03558 | Invoice 5113 Savoy             | 183.75             | 0.00        |         |
| Extd Total:                                                                 |                                                    |          |                                | 29,786.50          |             |         |
| Department Total:                                                           |                                                    |          |                                | 29,786.50          |             |         |
| CAFR Total:                                                                 |                                                    |          |                                | 29,786.50          |             |         |
| Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW                        |                                                    |          |                                | 29,786.50          |             |         |
| Year Total:                                                                 |                                                    |          |                                | 165,049.11         |             |         |
| Total Charged Lines: 525 Total List Amount: 2,773,580.79 Total Void Amount: |                                                    |          |                                | 0.00               |             |         |

Attachment: Bill List 12-20-23 (2023-549 : Payment of Bills)

CITY OF ASBURY PARK  
Purchase Order Listing By Budget Account

| Totals by Year-Fund                   |      |              |               |           |              |
|---------------------------------------|------|--------------|---------------|-----------|--------------|
| Fund Description                      | Fund | Budget Total | Revenue Total | G/L Total | Total        |
| CURRENT                               | 2-01 | 4,217.13     | 0.00          | 0.00      | 4,217.13     |
| SEWER UTILITY: BUDGET:                | 2-07 | 3,251.50     | 0.00          | 0.00      | 3,251.50     |
| Year Total:                           |      | 7,468.63     | 0.00          | 0.00      | 7,468.63     |
| CURRENT                               | 3-01 | 1,155,455.22 | 0.00          | 0.00      | 1,155,455.22 |
| BEACH                                 | 3-05 | 7,098.02     | 0.00          | 0.00      | 7,098.02     |
| TRANSPORTATION UTILITY: BUDGET:       | 3-06 | 16,426.67    | 0.00          | 0.00      | 16,426.67    |
| SEWER UTILITY: BUDGET:                | 3-07 | 83,996.17    | 0.00          | 0.00      | 83,996.17    |
| Year Total:                           |      | 1,262,976.08 | 0.00          | 0.00      | 1,262,976.08 |
| GENERAL CAPITAL FUND BUDGET:          | C-04 | 942,202.52   | 0.00          | 0.00      | 942,202.52   |
| PARKING CAPITAL                       | C-09 | 294,677.73   | 0.00          | 0.00      | 294,677.73   |
| Year Total:                           |      | 1,236,880.25 | 0.00          | 0.00      | 1,236,880.25 |
| GRANT FUND BUDGET:                    | G-02 | 101,206.72   | 0.00          | 0.00      | 101,206.72   |
| ANIMAL CONTROL FUND BUDGET:           | T-12 | 228.60       | 0.00          | 0.00      | 228.60       |
| COMMUNITY DEVELOPMENT BLK GRANT BUDGE | T-17 | 105,840.84   | 0.00          | 0.00      | 105,840.84   |
| PLANNING & ZONING ESCROW FUND BUDGET: | T-21 | 29,182.05    | 0.00          | 0.00      | 29,182.05    |
| MADISON-ASBURY RETAIL, LLC FUND BUDGE | T-39 | 11.12        | 0.00          | 0.00      | 11.12        |
| CITY OF ASBURY PARK REDEVELOPMENT ESC | T-48 | 29,786.50    | 0.00          | 0.00      | 29,786.50    |
| Year Total:                           |      | 165,049.11   | 0.00          | 0.00      | 165,049.11   |
| Total of All Funds:                   |      | 2,773,580.79 | 0.00          | 0.00      | 2,773,580.79 |

**December 20, 2023 Council Meeting:**

Balance Brought Forward from Total List Amount

2,773,580.79

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**\$ 2,773,580.79**

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Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 20, 2023  
RESOLUTION SUMMARY

**2023-550**

Resolution authorizing the emergency repairs needed to the Roll Off Truck at DPW to Bergey's Truck Center totaling \$13,190.00 utilizing Streets & Roads O&E funds.



## RESOLUTION NO. 2023-550

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

### **RESOLUTION AUTHORIZING EMERGENCY ROLL OFF TRUCK REPAIRS NEEDED AT THE DEPARTMENT OF PUBLIC WORKS**

**WHEREAS**, the City Manager declared an emergency as per the Local Public Contracts Law, N.J.S.A. 40A:11-6 for emergency repairs needed to the Roll Off Truck, vehicle #850, at the Department of Public Works; 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**, quotes were solicited from Bergey's Truck Center and Hudson County Motors; and

**WHEREAS**, the City of Asbury Park is desirous of awarding a contract to Bergey's Truck Center in the amount of \$13,190.00 for the emergency vehicle repairs needed; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in Account 3-01-26-290-000-203. 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 Bergey's Truck Center for the emergency vehicle repairs needed in the amount of \$13,190.00.

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

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

NO. 2023-550 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

CERTIFIED BY ME THIS 21st DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK

CITY OF ASBURY PARK  
Department of Public Works  
PURCHASE REQUEST

DATE: 12-8-2023

DESCRIPTION of Purchase:

Emergency Repairs to Vehicle # 850 (Roll off Truck)

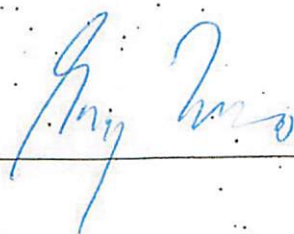
REASON for Purchase

Due to recent damage caused by roadway deficiencies

AMOUNT: \$ 13,190.<sup>00</sup>

VENDOR'S NAME AND ADDRESS: Bergey's Truck Center (BERTRU)  
462 Harleysville Pike, Souderton Pike, PA 18964

REMARKS:

REQUESTED BY: 

DPW DIRECTOR'S APPROVAL \_\_\_\_\_

Attachment: DPW ROLL OFF TRUCK REPAIRS (2023-550 : Authorizing Emergency Roll Off Truck Repairs Needed at DPW)

**Tracy Lizardi**

**From:** Donna Vieiro  
**Sent:** Tuesday, December 5, 2023 12:52 PM  
**To:** Gregory Toro; JoAnn Boos; Tracy Lizardi  
**Cc:** Denise Callery; Jennifer Signs (Jennifer\_signs@pmagroup.com); Robert Bianchini  
**Subject:** RE: SUBMITTAL~ Request for EMERGENCY Funds- for Vehicle 850 (RollOff Truck) Repair

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thank you Greg.

I will declare this an emergency.

Thank you,  
 Donna

**Donna M. Vieiro**  
 City Manager  
 City of Asbury Park  
 1 Municipal Plaza  
 Asbury Park, NJ 07712  
 P: 732-502-5755  
[donna.vieiro@cityofasburypark.com](mailto:donna.vieiro@cityofasburypark.com)

\*\*\*\*\*  
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[www.NextDoor.com](http://www.NextDoor.com)  
[www.Nixle.com](http://www.Nixle.com)  
 APTV Verizon Fios Ch. 30 & Optimum Ch. 77

**From:** Gregory Toro <gregory.toro@cityofasburypark.com>  
**Sent:** Tuesday, December 5, 2023 12:27 PM  
**To:** Donna Vieiro <Donna.Vieiro@cityofasburypark.com>; JoAnn Boos <JoAnn.Boos@cityofasburypark.com>; Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>  
**Cc:** Denise Callery <Denise.Callery@cityofasburypark.com>; Jennifer Signs (Jennifer\_signs@pmagroup.com) <Jennifer\_signs@pmagroup.com>; Robert Bianchini <Robert.Bianchini@cityofasburypark.com>  
**Subject:** SUBMITTAL~ Request for EMERGENCY Funds- for Vehicle 850 (RollOff Truck) Repair

Hello Donna,

Attachment: DPW ROLL OFF TRUCK REPAIRS (2023-550 : Authorizing Emergency Roll Off Truk Repairs Needed at DPW)

We are forwarding in this email to request EMERGENCY Funding for the repair of the DPW's RollOff Truck due to a recent accident. The details are as follows:

On Tuesday, 11/14/23, @ approximately 2:30pm, the Driver of Vehicle 850 (RollOff Truck), Russel Ciuba, was returning back to the DPW Yard after dumping leaves at O'Hagan's Nursery, Neptune, NJ. The Driver was heading south on Whitesville Road, in Neptune, and proceeded through the intersection of Asbury Avenue. After crossing the intersection (*Nappa Auto Store located on the southwest corner*), at a speed of <5mph, the vehicle teetertottered, due to roadway deficiencies (ie uneven grades, settlement, etc.), while going through the intersection: this Up & down movement allowed the vehicle's chassis, specifically the Snow Plow framing, to catch a manhole in the center of the roadway (*see the attached photo, entitled "PhotoA-AccidentSite" & "PhotoB-AccidentSite"*). The vehicle stopped abruptly, where the impact shock carried through and caused significant damage to the vehicle. Subsequently, the vehicle had to be towed back to the DPW yard. The vehicle has since been taken apart (*see the attached 5 photos*) and is awaiting repair parts, including framing, snow plow assembly, radiator, oil pan, motor mounts, etc. (*see the attached Parts Price Quotes from vendors, entitled "Quote1-bergeysTruckcenter(Accepted)" and ""Quote2-HudsonCoountyMotors(Rejected)"*). As a follow up to this accident:

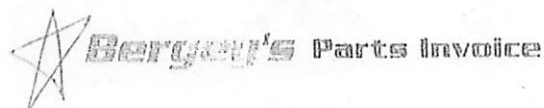
- the Driver was promptly taken for a Drug/ Alcohol Test, where, the results came back **NEGATIVE**. (*Drive & Foreman's Reports are also attached, entitled "Accident Report- RollOff Truck (Russel Ciuba)"*)
- A Site investigation was conducted, where, **no negligence on the driver was found**.
- the City Of Neptune DPW was notified of the Road Hazzard.
- the City of Asbury Park is awaiting the completion of Neptune Police Dept. and will submit the report as soon as we've received it.

If you have any questions, or require any further information, please contact me ASAP.

Thank you,  
Greg

Attachment: DPW ROLL OFF TRUCK REPAIRS (2023-550 : Authorizing Emergency Roll Off Truck Repairs Needed at DPW)

BERGEY'S TRUCK CENTERS  
5 CROSSROADS DRIVE  
TRENTON, NJ 08691



PHONE 609-586-3333

FAX 609-586-6605

| CUSTOMER NO                                           | PAYMENT      | PURCHASE ORDER | SHIP VIA | ORDERED BY                      | SLSMAN | INVOICE DATE | INVOICE NUMBER  |             |
|-------------------------------------------------------|--------------|----------------|----------|---------------------------------|--------|--------------|-----------------|-------------|
| 610133                                                | CASH/CHECK/C |                |          |                                 | 6281   | 12/01/2023   | QM58758         |             |
| QTY                                                   | ORD          | QTY SHIPD      | QTY B/O  | PART NUMBER / DESCRIPTION       | BIN    | UNIT PRICE   | NET PRICE       | TOTAL PRICE |
| 4                                                     | 4            |                |          | 25164179 INSULATOR              | FG7AB1 | 12.73        | 10.87           | 43.48       |
| 2                                                     | 2            |                |          | 25626139 SPACER                 | FG2BC3 | 25.09        | 21.41           | 42.82       |
| 2                                                     | 2            |                |          | 25089732 LOCK NUT               | FG1CB4 | 11.47        | 11.34           | 22.68       |
| 2                                                     | 2            |                |          | 25095339 FLANGE SCREW           | FG1AI2 | 34.46        | 33.92           | 67.84       |
| 2                                                     | 2            |                |          | 25121334 INSULATOR              | FG7AB5 | 69.93        | 59.42           | 118.84      |
| 1                                                     | 1            |                |          | 25126693 BRACKET                |        | 1502.79      | 1249.89         | 1249.89     |
| 1                                                     | 1            |                |          | 85021352 WATER PUMP             | UT2B   | 394.92       | 331.60          | 331.60      |
| 1                                                     | 1            |                |          | 85021352C (CORE) WATER PUM      |        |              | 90.00           | 90.00       |
| 1                                                     | 1            |                |          | 3912-992660251 FAN-ENGINE-CV    | Y3A    |              | 312.08          | 312.08      |
| 1                                                     | 1            |                |          | 3912-79A94942 FAN HUB           | Z7D    |              | 1663.24         | 1663.24     |
| 1                                                     | 1            |                |          | 3912-79A94942C (CORE) FAN DRIVE |        |              | 400.00          | 400.00      |
| 3                                                     | 3            |                |          | 24016949 SEALANT                | T10G   | 24.16        | 20.62           | 61.86       |
| 7                                                     | 7            |                |          | 20706082 FLANGE SCREW           | S4ND3  |              | 5.30            | 37.10       |
| 1                                                     | 1            |                |          | 25102069 COVER                  | B2C    | 709.34       | 592.79          | 592.79      |
| 1                                                     | 1            |                |          | 20706142 GASKET                 | S11D   | 182.60       | 153.32          | 153.32      |
| 6                                                     | 6            |                |          | 20706079 FLANGE SCREW           |        | 28.40        | 27.96           | 167.76      |
| 1                                                     | 1            |                |          | 25503751 OIL PAN                | 116H3  | 2188.30      | 1820.04         | 1820.04     |
| 2                                                     | 2            |                |          | 20870671 BELT                   | BP3B   | 106.33       | 90.34           | 180.68      |
| NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS       |              |                |          |                                 |        |              | SUBTOTAL        |             |
| STOCK ITEMS 20% RETURN FEE - NO RETURNS OVER 30 DAYS  |              |                |          |                                 |        |              | SALES TAX       |             |
| EFFECTIVE 2023 EMERG/ORDERS INCUR FRT FEES MACK/VOLVO |              |                |          |                                 |        |              | PAY THIS AMOUNT |             |

BILL TO: NJ CASH TRENTON  
5 CROSSROADS DR  
TRENTON, NJ 08691

SHIP TO: CITY OF ASBURY

Work: 609-586-3333 Home: 609-586-3333

(Prices good for 30 days from the date of the quote)  
1/2 (ESTIMATE)

RECEIVED BY: X

\*REPAIRS MAY BE SUBJECT TO A HANDLING CHARGE AND INSPECTION FEE  
\*THERE WILL BE A 1.5% INTEREST CHARGE ON ANY BALANCE PAST 30 DAYS

BERGEY'S TRUCK CENTERS  
5 CROSSROADS DRIVE  
TRENTON, NJ 08691

Bergey's Parts Invoice

PHONE 609-586-3333

FAX 609-586-6605

| CUSTOMER NO                                                                                            | PAYMENT      | PURCHASE ORDER            | SHIP VIA   | ORDERED BY | SLSMAN  | INVOICE DATE    | INVOICE NUMBER |             |
|--------------------------------------------------------------------------------------------------------|--------------|---------------------------|------------|------------|---------|-----------------|----------------|-------------|
| 610133                                                                                                 | CASH/CHECK/C |                           |            |            | 6281    | 12/01/2023      | QM58758        |             |
| QTY. ORD. QTY SHPD QTY B/O                                                                             |              | PART NUMBER / DESCRIPTION |            |            | BIN     | UNIT PRICE      | NET PRICE      | TOTAL PRICE |
| 2                                                                                                      | 2            | 20851217                  | TENSIONER  | T7G        | 322.68  | 270.94          | 541.88         |             |
| 1                                                                                                      | 1            | 25100203                  | BRACKET    | R3G        | 550.39  | 462.14          | 462.14         |             |
| 1                                                                                                      | 1            | 25168405                  | HOSE CLAMP | BT1B       | 35.28   | 29.97           | 29.97          |             |
| 1                                                                                                      | 1            | 25171596                  | FAN RING   | S15C       | 125.64  | 106.74          | 106.74         |             |
| 1                                                                                                      | 1            | 25502608                  | HUB        | UT2B       | 193.22  | 162.23          | 162.23         |             |
| 1                                                                                                      | 1            | 1003488FPTX               | RADIATOR   |            | 2370.76 | 850.00          | 850.00         |             |
| 1                                                                                                      | 1            | EHD-8568                  | DAMPER     |            | 883.20  | 557.74          | 557.74         |             |
| *THE ONLY THING I CANT GET RIGHT AWAY IS THE FRONT COVER. ITS ON NATIONAL BACKORDER AND NOBODY HAS ONE |              |                           |            |            |         |                 |                |             |
| 1                                                                                                      | 1            | 25114306                  | TOP PLATE  | SPO        | 1619.92 | 1347.32         | 1347.32        |             |
| 1                                                                                                      | 1            | 25177465                  | BRACKET    |            | 569.54  | 478.21          | 478.21         |             |
| 1                                                                                                      | 1            | 25177464                  | BRACKET    |            | 569.54  | 478.21          | 478.21         |             |
| NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS                                                        |              |                           |            |            |         | SUBTOTAL        |                | 12370.46    |
| STOCK ITEMS 20% RETURN FEE - NO RETURNS OVER 30 DAYS                                                   |              |                           |            |            |         | 6.625           |                |             |
| EFFECTIVE 2023 EMERG/ORDERS INCUR FRT FEES MACK/VOLVO                                                  |              |                           |            |            |         | SALES TAX       |                | 819.54      |
|                                                                                                        |              |                           |            |            |         | PAY THIS AMOUNT |                | 13190.00    |

BILL TO: NJ CASH TRENTON  
5 CROSSROADS DR  
TRENTON, NJ 08691

SHIP TO: CITY OF ASBURY

Work: 609-586-3333 Home: 609-586-3333

(Prices good for 30 days from the date of the quote)  
2/2 (ESTIMATE)

\*REPAIRS MAY BE SUBJECT TO A HANDLING CHARGE AND INSPECTION FEE  
\*THERE WILL BE A 1.5% INTEREST CHARGE ON ANY BALANCE PAST 30 DAYS

CUSTOMER COPY

Remit to: Bergey's • 462 Harleysville Pike • Souderton PA 18964

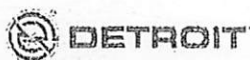
**SERVICE**  
(201) 866-7666  
FAX (201) 866-7177

**Hudson County Motors Inc.**  
290 Secaucus Rd.  
Secaucus NJ 07096-2611  
www.hudsoncountymotors.com

**SALES**  
(201) 866-5088  
FAX (201) 866-5757



**PARTS**  
(201) 866-2716  
FAX (201) 866-2346



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| DATE ENTERED | YOUR ORDER NO. | DATE SHIPPED | INVOICE DATE | INVOICE NUMBER |       |
|--------------|----------------|--------------|--------------|----------------|-------|
| 29 NOV 23    | 6M053118       | 01 DEC 23    |              | Q420226        | 14:55 |

\*\*QUOTE\*\*

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ACCOUNT NO. 132085  
(732) 859-6047  
CITY OF ASBURY PARK DPW  
1 MUNICIPAL PLAZA  
ASBURY, NJ 07712

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PAGE 1 OF 2  
ASBURY PARK MAINTENANCE  
9 S. MAIN ST.  
ASBURY PARK, NJ 07712

|                                                                                                                                                                                                                      |      |                |                |           |              |          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|----------------|-----------|--------------|----------|
| SHIP VIA                                                                                                                                                                                                             |      | SLSM.          | B/L NO.        | TERMS     | F.O.B. POINT |          |
| DEL                                                                                                                                                                                                                  |      | 3/74           |                | CHG A/R   | Secaucus, NJ |          |
| QTY                                                                                                                                                                                                                  | UNIT | PART NO.       | DESCRIPTION    | LIST      | NET          | AMOUNT   |
| 1                                                                                                                                                                                                                    | 0    | 25174125       | 989 RADIATOR   | 2248.14   | 1686.10      | 1,686.10 |
| 1                                                                                                                                                                                                                    | 0    | 22200630       | 989 WATER PUMP | 507.99    | 380.99       | 380.99   |
|                                                                                                                                                                                                                      |      | CORE DEPOSIT   |                |           | 90.00        | 90.00    |
| 1                                                                                                                                                                                                                    | 0    | 3912-992660251 | 989 FAN-ENGINE | 397.55    | 298.16       | 298.16   |
| 1                                                                                                                                                                                                                    | 0    | 85123189       | 989 FAN HUB    | 1797.99   | 1348.49      | 1,348.49 |
| 3                                                                                                                                                                                                                    | 0    | 24016949       | 989 SEALANT    | 23.26     | 17.44        | 52.32    |
| 7                                                                                                                                                                                                                    | 0    | 20706082       | 989 FLANGE SCR | 5.06      | 3.79         | 26.53    |
| 1                                                                                                                                                                                                                    | 0    | 25102069       | 989 COVER      | 682.75    | 512.06       | 512.06   |
| 1                                                                                                                                                                                                                    | 0    | 20706142       | 989 GASKET     | 175.75    | 131.81       | 131.81   |
| 6                                                                                                                                                                                                                    | 0    | 20706079       | 989 FLANGE SCR | 27.34     | 20.50        | 123.00   |
| 1                                                                                                                                                                                                                    | 0    | 20706589       | 989 VIBRATION  | 876.70    | 657.52       | 657.52   |
| 1                                                                                                                                                                                                                    | 0    | 25503751       | 989 OIL PAN    | 2106.23   | 1579.67      | 1,579.67 |
| 2                                                                                                                                                                                                                    | 0    | 20870671       | 989 BELT       | 102.36    | 76.77        | 153.54   |
| 2                                                                                                                                                                                                                    | 0    | 20851217       | 989 TENSIONER  | 310.57    | 232.93       | 465.86   |
| 1                                                                                                                                                                                                                    | 0    | 25100203       | 989 BRACKET    | 529.76    | 397.32       | 397.32   |
| 1                                                                                                                                                                                                                    | 0    | 25168405       | 989 HOSE CLAMP | 33.95     | 25.46        | 25.46    |
| 1                                                                                                                                                                                                                    | 0    | 25171596       | 989 FAN RING   | 120.93    | 90.70        | 90.70    |
| 1                                                                                                                                                                                                                    | 0    | 25502608       | 989 HUB        | 185.97    | 139.48       | 139.48   |
| 2                                                                                                                                                                                                                    | 0    | 25089732       | 100 LOCK NUT   | 11.47     | 8.60         | 17.20    |
| 2                                                                                                                                                                                                                    | 0    | 25095339       | 100 FLANGE SCR | 34.46     | 25.84        | 51.68    |
| 4                                                                                                                                                                                                                    | 0    | 25164179       | 989 INSULATOR  | 12.25     | 9.19         | 36.76    |
| ALL RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE. WITHIN 15 DAYS AND ARE SUBJECT TO A HANDLING CHARGE OF 20%. OPENED KITS, ELECTRICAL AND SPECIAL ORDER PARTS NOT RETURNABLE. NO REFUNDS WITHOUT THIS INVOICE. |      |                |                | PARTS     |              |          |
|                                                                                                                                                                                                                      |      |                |                | SUBLET    |              |          |
|                                                                                                                                                                                                                      |      |                |                | FREIGHT   |              |          |
|                                                                                                                                                                                                                      |      |                |                | SALES TAX |              |          |
| CUSTOMER'S SIGNATURE                                                                                                                                                                                                 |      |                |                | TOTAL     |              |          |
| X                                                                                                                                                                                                                    |      |                |                |           |              |          |

CALL US FOR ALL  
YOUR PARTS  
NEEDS  
VOLVO  
WESTERN STAR  
AUTOCAR  
FUSO  
201-866-2716  
  
HOURS  
MON-FRI  
6 AM TO 6 PM  
SATURDAY  
7 AM TO 3 PM  
  
NO  
RETURNS  
ON ELECTRICAL  
PARTS  
OR SPECIAL  
ORDERED PARTS.  
NO EXCEPTIONS.

CALL US FOR ALL  
YOUR PARTS  
NEEDS  
VOLVO  
WESTERN STAR  
AUTOCAR  
FUSO  
201-866-2716  
  
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SATURDAY  
7 AM TO 3 PM  
  
NO  
RETURNS  
ON ELECTRICAL  
PARTS  
OR SPECIAL  
ORDERED PARTS.  
NO EXCEPTIONS.

Attachment: DPW ROLL OFF TRUCK REPAIRS (2023-550 : Authorizing Emergency Roll Off Truck Repairs Needed at DPW)

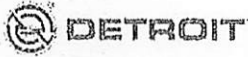
**SERVICE**  
(201) 866-7666  
FAX (201) 866-7177

**Hudson County Motors Inc.**  
290 Secaucus Rd.  
Secaucus NJ 07096-2611  
www.hudsoncountymotors.com

**SALES**  
(201) 866-5088  
FAX (201) 866-5757



**PARTS**  
(201) 866-2716  
FAX (201) 866-2346



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| DATE ENTERED | YOUR ORDER NO. | DATE SHIPPED | INVOICE DATE | INVOICE NUMBER |       |
|--------------|----------------|--------------|--------------|----------------|-------|
| 29 NOV 23    | 6M053118       | 01 DEC 23    |              | Q420226        | 14:55 |

**\*\*QUOTE\*\***

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ACCOUNT NO. 132085  
(732) 859-6047  
CITY OF ASBURY PARK DPW  
1 MUNICIPAL PLAZA  
ASBURY, NJ 07712

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PAGE 2 OF 2  
ASBURY PARK MAINTENANCE  
9 S. MAIN ST.  
ASBURY PARK, NJ 07712

|                                                                                                                                                                                                                               |      |       |               |                |              |         |             |                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------|---------------|----------------|--------------|---------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SHIP VIA                                                                                                                                                                                                                      |      | SLSM. | B/L NO.       | TERMS          | F.O.B. POINT |         |             |                                                                                                                                                                                                                                                                         |
| DEL                                                                                                                                                                                                                           |      | 374   |               | CHG A/R        | Secaucus, NJ |         |             |                                                                                                                                                                                                                                                                         |
| QTY                                                                                                                                                                                                                           | UNIT | P.O.  | PART NO.      | DESCRIPTION    | LIST         | NET     | AMOUNT      | CALL US FOR ALL<br>YOUR PARTS<br>NEEDS<br>VOLVO<br>WESTERN STAR<br>AUTOCAR<br>FUSO<br>201-866-2716<br><br>HOURS<br>MON-FRI<br>6 AM TO 6 PM<br>SATURDAY<br>7 AM TO 3 PM<br><br>NO<br>RETURNS<br>ON ELECTRICAL<br>PARTS<br>OR SPECIAL<br>ORDERED PARTS.<br>NO EXCEPTIONS. |
| 2                                                                                                                                                                                                                             | 2    | 0     | 25626139      | 989 SPACER     | 24.15        | 18.11   | 36.22       |                                                                                                                                                                                                                                                                         |
| 2                                                                                                                                                                                                                             | 2    | 0     | 25121334      | 989 INSULATOR  | 67.32        | 50.49   | 100.98      |                                                                                                                                                                                                                                                                         |
| 1                                                                                                                                                                                                                             | 1    | 0     | 25126693      | 989 BRACKET    | 1446.43      | 1084.82 | 1,084.82    |                                                                                                                                                                                                                                                                         |
| 1                                                                                                                                                                                                                             | 1    | 0     | 2401695       | 774 01-08 MACK | 972.48       | 729.36  | 729.36      |                                                                                                                                                                                                                                                                         |
| 1                                                                                                                                                                                                                             | 1    | 0     | HOR/79A9494-2 | 202 DM ADVANTA | 1671.88      | 1253.91 | 1,253.91    |                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                               |      |       | CORE DEPOSIT  |                |              | 400.00  | 400.00      |                                                                                                                                                                                                                                                                         |
| **** INVOICE QUOTE - DO NOT PAY ****                                                                                                                                                                                          |      |       |               |                |              |         |             |                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                               |      |       |               |                |              |         |             |                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                               |      |       |               |                |              |         |             |                                                                                                                                                                                                                                                                         |
| ALL RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.<br>WITHIN 15 DAYS AND ARE SUBJECT TO A HANDLING CHARGE OF<br>20%. OPENED KITS, ELECTRICAL AND SPECIAL ORDER PARTS NOT<br>RETURNABLE. NO REFUNDS WITHOUT THIS INVOICE. |      |       |               |                | PARTS        |         | 11,869.94   |                                                                                                                                                                                                                                                                         |
| CUSTOMER'S SIGNATURE<br>X                                                                                                                                                                                                     |      |       |               |                | SUBLET       |         |             |                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                               |      |       |               |                | FREIGHT      |         | 0.00        |                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                               |      |       |               |                | SALES TAX    |         | 0.00        |                                                                                                                                                                                                                                                                         |
|                                                                                                                                                                                                                               |      |       |               |                | TOTAL        |         | \$11,869.94 |                                                                                                                                                                                                                                                                         |

CALL US FOR ALL  
YOUR PARTS  
NEEDS  
VOLVO  
WESTERN STAR  
AUTOCAR  
FUSO  
201-866-2716

HOURS  
MON-FRI  
6 AM TO 6 PM  
SATURDAY  
7 AM TO 3 PM

NO  
RETURNS  
ON ELECTRICAL  
PARTS  
OR SPECIAL  
ORDERED PARTS.  
NO EXCEPTIONS.

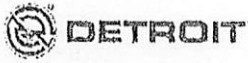
**SERVICE**  
(201) 866-7666  
FAX (201) 866-7177

**Hudson County Motors Inc.**  
290 Secaucus Rd.  
Secaucus NJ 07096-2611  
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**SALES**  
(201) 866-5088  
FAX (201) 866-5757



**PARTS**  
(201) 866-2716  
FAX (201) 866-2346



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| DATE ENTERED | YOUR ORDER NO. | DATE SHIPPED | INVOICE DATE | INVOICE NUMBER |       |
|--------------|----------------|--------------|--------------|----------------|-------|
| 04 DEC 23    | 6M053118       | 04 DEC 23    |              | Q421253        | 10:58 |

**\*\*QUOTE\*\***

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ACCOUNT NO. 132085  
(732) 859-6047  
CITY OF ASBURY PARK DPW  
1 MUNICIPAL PLAZA  
ASBURY, NJ 07712

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PAGE 1 OF 1  
ASBURY PARK MAINTENANCE  
9 S. MAIN ST.  
ASBURY PARK, NJ 07712

| SHIP VIA                                                                                                                                                                                                             |      | SLSM.    | B/L NO.        | TERMS     |         | F.O.B. POINT |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------------|-----------|---------|--------------|--|
| DEL                                                                                                                                                                                                                  |      | 314      |                | CHG A/R   |         | Secaucus, NJ |  |
| QTY                                                                                                                                                                                                                  | UNIT | PART NO. | DESCRIPTION    | LIST      | NET     | AMOUNT       |  |
| 2                                                                                                                                                                                                                    | 0    | 25089732 | 100 LOCK NUT   | 11.47     | 8.60    | 17.20        |  |
| 2                                                                                                                                                                                                                    | 0    | 25095339 | 100 FLANGE SCR | 34.46     | 25.84   | 51.68        |  |
| 4                                                                                                                                                                                                                    | 0    | 25164179 | 989 INSULATOR  | 12.25     | 9.19    | 36.76        |  |
| 2                                                                                                                                                                                                                    | 0    | 25626139 | 989 SPACER     | 24.15     | 18.11   | 36.22        |  |
| 2                                                                                                                                                                                                                    | 0    | 25121334 | 989 INSULATOR  | 67.32     | 50.49   | 100.98       |  |
| 1                                                                                                                                                                                                                    | 0    | 25126693 | 989 BRACKET    | 1446.43   | 1084.82 | 1,084.82     |  |
| 1                                                                                                                                                                                                                    | 0    | 25168036 | 989 BUMPER     | 813.52    | 610.14  | 610.14       |  |
| 1                                                                                                                                                                                                                    | 0    | 25114306 | 989 TOP PLATE  | 1559.18   | 1169.38 | 1,169.38     |  |
| 25177374 - OBSOLETE                                                                                                                                                                                                  |      |          |                |           |         |              |  |
| **** INVOICE QUOTE - DO NOT PAY ****                                                                                                                                                                                 |      |          |                |           |         |              |  |
| ALL RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE. WITHIN 15 DAYS AND ARE SUBJECT TO A HANDLING CHARGE OF 20%. OPENED KITS, ELECTRICAL AND SPECIAL ORDER PARTS NOT RETURNABLE. NO REFUNDS WITHOUT THIS INVOICE. |      |          |                | PARTS     |         | 3,107.18     |  |
|                                                                                                                                                                                                                      |      |          |                | SUBLET    |         |              |  |
|                                                                                                                                                                                                                      |      |          |                | FREIGHT   |         | 0.00         |  |
|                                                                                                                                                                                                                      |      |          |                | SALES TAX |         | 0.00         |  |
| CUSTOMER'S SIGNATURE                                                                                                                                                                                                 |      |          |                | TOTAL     |         | \$3,107.18   |  |
| X                                                                                                                                                                                                                    |      |          |                |           |         |              |  |

CALL US FOR ALL  
YOUR PARTS  
NEEDS  
VOLVO  
WESTERN STAR  
AUTOCAR  
FUSO  
201-866-2716

HOURS  
MON-FRI  
6 AM TO 6 PM  
SATURDAY  
7 AM TO 3 PM

NO  
RETURNS  
ON ELECTRICAL  
PARTS  
OR SPECIAL  
ORDERED PARTS.  
NO EXCEPTIONS.

# CITY OF ASBURY PARK

ONE MUNICIPAL PLAZA  
ASBURY PARK, NEW JERSEY 07712  
(732) 775-2100

NJ TAX EXEMPT

3.D.2.a

## PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES  
PACKING LISTS, CORRESPONDENCE, ETC.

No. 23-03622

ORDER DATE: 12/08/23  
REQUISITION NO: U-004419  
DELIVERY DATE:  
STATE CONTRACT:  
F.O.B. TERMS:

Pg

SHIP TO

PUBLIC MAINTENANCE  
9 MAIN STREET  
ASBURY PARK, NJ 07712

VENDOR

VENDOR #: BERTRU

BERGEY'S TRUCK CENTER- TRENTON  
462 HARLEYSVILLE PIKE  
SOUDERTON, PA 18964

THIS ORDER IS TAX EXEMPT PER N.J.S.A. 54:32B-9(a)(1) - FEDERAL ID #21-6000035

| QTY/UNIT | DESCRIPTION                                                                         | ACCOUNT NO.                                         | UNIT PRICE  | TOTAL COS |
|----------|-------------------------------------------------------------------------------------|-----------------------------------------------------|-------------|-----------|
| 1.00     | DPW #850 EMERGENCY REPAIRS<br>DECLARED AN EMERGENCY 12/5/23<br>RESOLUTION 2023-____ | 3-01-26-290-000-203<br>STREETS & ROAD Motor Vehicle | 13,190.0000 | 13,190.00 |
|          |                                                                                     |                                                     | TOTAL       | 13,190.00 |

VENDOR DO NOT ACCEPT UNLESS SIGNED:

Date:

12/8/23

Signed:

John Boos

## TERMS AND CONDITIONS

**INVOICES** - Invoices for partial shipments shall not be considered due for payment until shipment is completed or balance order has been canceled by us or agreed upon by the Finance Department. Insert invoice number with all correspondence.

**PACKING** - Damage to any material not packed to insure proper protection to same will be charged to vendor. Packages must be marked plainly with shipper's name and our Purchase Order Number.

**DELIVERY** - All materials must be shipped prepaid to destination shown on this order. Delivery must be made within a reasonable time, or that stated on our order. Failing in which we reserve the right to cancel this order and purchase elsewhere.

TREASURER'S OFFICE COPY

Packet Pg. 53

Attachment: DPW ROLL OFF TRUCK REPAIRS (2023-550 : Authorizing Emergency Roll Off Truck Repairs Needed at DPW)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 20, 2023  
RESOLUTION SUMMARY

**2023-551**

Resolution approving change order #1 for the WWTP Underground Storage Tank Removal Project in the amount of \$0.00. This change order represents the additions and reductions in as-built and unused quantities.



## RESOLUTION NO. 2023-551

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

### **RESOLUTION APPROVING CHANGE ORDER #1 FOR THE WASTEWATER TREATMENT PLANT UNDERGROUND STORAGE TANK REMOVAL PROJECT**

**WHEREAS**, the City Council of Asbury Park awarded a contract to The Ambient Group on February 8, 2023 for the Wastewater Treatment Plant Underground Storage Tank Removal Project via Resolution #2023-126; and

**WHEREAS**, the original contract amount approved by the City Council was in the sum of sixty-six thousand eight hundred dollars and zero cents (\$66,800.00); and

**WHEREAS**, the City Engineer is requesting Change Order #1 in the amount of \$0.00; and

**WHEREAS**, Change Order #1 represents the additions and reductions in as-built and unused quantities resulting in a zero (\$0.00) dollar net change to the contract; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in 3-07-55-502-000-234 within the American Rescue Plan Account and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of Asbury park, County of Monmouth and State of New Jersey that this Change Order 1 shall not exceed zero dollars and zero cents (\$0.00).

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute Change Order Number 1 on behalf of the Governing Body.

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

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

**BE IT FURTHER RESOLVED** that a copy of this Resolution be provided the CFO, The Ambient Group, City Engineer, City Purchasing Agent 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. 2023-551 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

CERTIFIED BY ME THIS 21st DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK

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

SHEET NO. 1 OF 2  
PROJECT NO. ASPK-00786

## CHANGE ORDER NO. 1 &amp; FINAL

DATE: December 7, 2023

PROJECT: Wastewater Treatment Plant Underground Storage Tank Removal

OWNER: City of Asbury Park

CONTRACTOR: The Ambient Group, LLC

## DESCRIPTION OF CHANGE:

REDUCTIONS:

Various items reduced to reflect as-built or unused quantities.

EXTRA:

Various items increased to reflect as-built quantities.

SUPPLEMENTARY:

## APPROVAL RECOMMENDED:

*Jason D. Harzold*  
JASON D. HARZOLD  
CLIENT MANAGER

## ACCEPTED:

*Mayme O Verra*  
CONTRACTOR:  
The Ambient Group, LLC

## OWNER'S APPROVALS:

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

| SEE ATTACHED DETAIL                    | ADDITIONAL  | REDUCTION   |
|----------------------------------------|-------------|-------------|
| A. TOTAL REDUCTIONS<br>THIS C.O.       | XXXXXXXXXX  | \$27,620.00 |
| B. TOTAL EXTRAS<br>THIS C.O.           | \$27,620.00 | XXXXXXXXXX  |
| C. TOTAL<br>SUPPLEMENTARY<br>THIS C.O. | \$0.00      | XXXXXXXXXX  |
| TOTALS THIS C.O.                       | \$27,620.00 | \$27,620.00 |
| NET CHANGE THIS<br>CHANGE ORDER        | \$0.00      | \$0.00      |
| PREVIOUS CHANGE<br>ORDERS              | \$0.00      | \$0.00      |
| TOTAL CHANGE<br>ORDERS TO DATE         | \$27,620.00 | \$27,620.00 |
| NET CHANGE IN<br>CONTRACT              | \$0.00      | \$0.00      |

|                             |              |
|-----------------------------|--------------|
| ORIGINAL CONTRACT BID PRICE | \$66,800.00  |
| CHANGE ORDERS TO DATE       | 0.00% \$0.00 |
| REVISED CONTRACT PRICE      | \$66,800.00  |

CHANGE ORDER NO. 1 &amp; FINAL

SHEET NO. 2 OF 2

PROJECT NO. ASPK-00786

PROJECT: Wastewater Treatment Plant Underground Storage Tank Removal

OWNER: City of Asbury Park

CONTRACTOR: The Ambient Group, LLC

| R<br>E<br>D<br>U<br>C<br>T<br>I<br>O<br>N | ITEM NO. | DESCRIPTION                                                                                                           | QUANTITY    | UNIT PRICE | AMOUNT      |
|-------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------|-------------|------------|-------------|
|                                           | 2        | Contaminated Soil Removal (Non-Hazardous) Includes Excavation, Stockpiling, Load-Out, and Disposal (If & Where Req'd) | 300.00 TON  | \$50.00    | \$15,000.00 |
|                                           | 3        | Additional Backfill Material (If & Where Req'd)                                                                       | 300.00 TON  | \$26.00    | \$7,800.00  |
|                                           | 4        | Free-Phase Product and/or Contaminated Groundwater Includes Vacuum Truck & Disposal (If & Where Req'd)                | 4820.00 GAL | \$1.00     | \$4,820.00  |

A. TOTAL REDUCTIONS

\$27,620.00

| E<br>X<br>T<br>R<br>A | 1 | Decommissioning of UST System | 0.71 LS | \$39,000.00 | \$27,620.00 |
|-----------------------|---|-------------------------------|---------|-------------|-------------|
|                       |   |                               |         |             |             |

B. TOTAL EXTRA

\$27,620.00

| S<br>U<br>P<br>P<br>L<br>E<br>M<br>E<br>N<br>T<br>A<br>R<br>Y |  |  |  |  | \$0.00 |
|---------------------------------------------------------------|--|--|--|--|--------|
|                                                               |  |  |  |  |        |

C. TOTAL SUPPLEMENTARY

\$0.00

Attachment: CHANGE ORDER 1 - THE AMBIENT GROUP - WWTP UST REMOVAL (2023-551 : Change Order #1 for WWTP Underground



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 20, 2023  
RESOLUTION SUMMARY

**2023-552**

Resolution approving change order #2 for 2023 Pavement and Sidewalk Improvements Project in the amount of \$17,278.21. This change order reflects field measured as-built quantities of the various pavement and sidewalk quantities constructed resulting in an increase to the original contract price in the amount of 3.30%.



## RESOLUTION NO. 2023-552

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

### **RESOLUTION APPROVING CHANGE ORDER #2 FOR 2023 PAVEMENT AND SIDEWALK IMPROVEMENTS PROJECT**

**WHEREAS**, the City Council of Asbury Park awarded a contract to Fiore Paving Co. on February 22, 2023 for 2023 Pavement and Sidewalk Drive Improvements Project via Resolution #2023-124; and

**WHEREAS**, the original contract amount approved by the City Council was in the sum of five hundred twenty-three thousand eight hundred twenty-four dollars and thirty cents (\$523,824.30); and

**WHEREAS**, the City has approved, via Resolution 2023-304, Change Order #1 and had no change to the contract amount of \$523,824.30; and

**WHEREAS**, the City Engineer is requesting Change Order #2 in the amount of \$17,278.21 and represents a 3.30% increase to the original contract sum with a new contract amount of five hundred forty-one thousand one hundred two dollars and fifty-one cents (\$541,102.51); and

**WHEREAS**, Change Order #2 reflects field measured as-built quantities of the various pavement and sidewalk quantities constructed; and

**WHEREAS**, the Chief Financial Officer has certified that funds are available in Account C-04-55-998-169-007 within the Capital Fund and the maximum dollar value of the pending change orders is as set forth in this resolution; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of Asbury Park, County of Mayor and State of New Jersey that Change Order 2 shall not exceed seventeen thousand two hundred seventy-eight dollars and twenty-one cents (\$17,278.21).

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute Change Order Number 2 on behalf of the Governing Body.

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

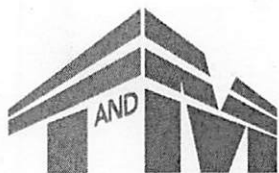
**BE IT FURTHER RESOLVED** that a certification of availability of funds shall be attached to the original copy of this resolution and kept in the files of the City Clerk.

**BE IT FURTHER RESOLVED** that a copy of this Resolution be provided the CFO, Fiore Paving Co., City Engineer, City Manager and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-552 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

CERTIFIED BY ME THIS 21st DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK



YOUR GOALS. OUR MISSION.

ASPK-00788

December 12, 2023

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  
 2022 Pavement & Sidewalk Improvements  
 Fiore Paving Co., Inc.  
 Change Order Number 2

Dear Ms. Vieiro:

Attached please find Change Order #2 for the 2022 Pavement and Sidewalk Improvements Project. This Change Order is recommended for approval, and reflects field measured as-built quantities of the various pavement and sidewalk quantities constructed at the direction of Robert Bianchini, Director of Facilities and Capital Projects.

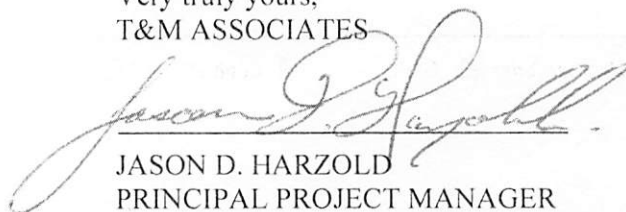
Please find enclosed signed original of Change Order Number 2 for processing at the next City Council meeting. This change order represents an increase to the original contract price in the amount of \$17,278.21 or 3.30%.

The adjusted contract price for this project, if approved, will be \$541,102.51.

No time extension is requested at this time.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,  
 T&M ASSOCIATES



JASON D. HARZOLD  
 PRINCIPAL PROJECT MANAGER

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

JDH:jdH

Enclosures

Cc: Lisa Esposito, City Clerk (via email)  
 JoAnn Boos, CFO (via email)  
 Tracy Lizardi, Purchasing Agent  
 James Foster, Treasurer (via email)

G:\Projects\ASPK\G2301\Plans\Kennedy Park Improvements\Construction\Payment\Vieiro\_JDH\_Kennedy Park Change Order No 2.docx

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

SHEET NO. 1 OF 2  
PROJECT NO. ASPK-00788

## CHANGE ORDER NO. 2

DATE: December 11, 2023

PROJECT: 2023 Pavement and Sidewalk Improvements

OWNER: City of Asbury Park

CONTRACTOR: Fiore Paving Co., Inc.

## DESCRIPTION OF CHANGE:

REDUCTIONS:

Items 6, 11 and 13 are reduced to reflect current as-built quantities

EXTRA:

Item 8 is increased to reflect current as-built quantity

SUPPLEMENTARY:

## APPROVAL RECOMMENDED:

JASON D. HARZOLD  
PRINCIPAL PROJECT MANAGER

## ACCEPTED:

CONTRACTOR:  
Fiore Paving Co., Inc.

## OWNER'S APPROVALS:

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

| SEE ATTACHED DETAIL                    | ADDITIONAL   | REDUCTION    |
|----------------------------------------|--------------|--------------|
| A. TOTAL REDUCTIONS<br>THIS C.O.       | XXXXXXXXXXXX | \$51,767.25  |
| B. TOTAL EXTRAS<br>THIS C.O.           | \$69,045.46  | XXXXXXXXXXXX |
| C. TOTAL<br>SUPPLEMENTARY<br>THIS C.O. | \$0.00       | XXXXXXXXXXXX |
| TOTALS THIS C.O.                       | \$69,045.46  | \$51,767.25  |
| NET CHANGE THIS<br>CHANGE ORDER        | \$17,278.21  | \$0.00       |
| PREVIOUS CHANGE<br>ORDERS              | \$56,087.50  | \$56,087.50  |
| TOTAL CHANGE<br>ORDERS TO DATE         | \$125,132.96 | \$107,854.75 |
| NET CHANGE IN<br>CONTRACT              | \$17,278.21  | \$0.00       |

|                             |              |
|-----------------------------|--------------|
| ORIGINAL CONTRACT BID PRICE | \$523,824.30 |
| CHANGE ORDERS TO DATE 3.30% | \$17,278.21  |
| REVISED CONTRACT PRICE      | \$541,102.51 |

CHANGE ORDER NO. 2

SHEET NO. 2 OF 2  
PROJECT NO. ASPK-00788

PROJECT: 2023 Pavement and Sidewalk Improvements

OWNER: City of Asbury Park

CONTRACTOR: Fiore Paving Co., Inc.

| ITEM NO.   | DESCRIPTION                                                                             | QUANTITY    | UNIT PRICE | AMOUNT      |
|------------|-----------------------------------------------------------------------------------------|-------------|------------|-------------|
| REDUCTIONS | 3 Fuel Price Adjustment                                                                 | 1683.00 DOL | \$1.00     | \$1,683.00  |
|            | 6 Polymerized Joint Adhesive                                                            | 6925.00 LF  | \$0.01     | \$69.25     |
|            | 9 HMA Base Course, 19M64, 4" Thick (If & Where Dir)                                     | 215.00 TON  | \$100.00   | \$21,500.00 |
|            | 10 Concrete Removal and Disposal                                                        | 82.50 CY    | \$86.00    | \$7,095.00  |
|            | 11 Concrete Sidewalk, Standard Color, 4" Thick (Various Locations, If & Where Directed) | 175.00 SY   | \$68.00    | \$11,900.00 |
|            | 13 Detectable Warning Surface                                                           | 28.00 SY    | \$340.00   | \$9,520.00  |

A. TOTAL REDUCTIONS

\$51,767.25

|       |                                         |             |          |             |
|-------|-----------------------------------------|-------------|----------|-------------|
| EXTRA | 4 Asphalt Price Adjustment              | 1740.96 DOL | \$1.00   | \$1,740.96  |
|       | 7 HMA Milling, 3" or Less               | 1810.00 SY  | \$3.75   | \$6,787.50  |
|       | 8 HMA Surface Course, 9.5M164, 2" Thick | 605.17 TON  | \$100.00 | \$60,517.00 |

B. TOTAL EXTRA

\$69,045.46

|               |  |  |  |        |
|---------------|--|--|--|--------|
| SUPPLEMENTARY |  |  |  | \$0.00 |
|               |  |  |  | \$0.00 |
|               |  |  |  | \$0.00 |

C. TOTAL SUPPLEMENTARY

\$0.00

Attachment: CHANGE ORDER 2 FIORE PAVING PAVEMENT &amp; SIDEWALKS (2023-552 : Change Order #2 for 2023 Pavement and Sidewalk



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 20, 2023  
RESOLUTION SUMMARY

**2023-553**

Resolution approving change order 9 for Memorial Drive Improvements Project in the amount of \$0.00



## RESOLUTION NO. 2023-553

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

### **RESOLUTION APPROVING CHANGE ORDER 9 FOR MEMORIAL DRIVE IMPROVEMENTS PROJECT**

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

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

**WHEREAS**, the City had approved via Resolution 2023-173 Change Order #1 and had no change to the contract amount of \$3,821.821.00; and

**WHEREAS**, the City had approved via Resolution 2023-306 Change Order #2 and had no change to the contract amount of \$3,821.821.00; and

**WHEREAS**, the City had approved via Resolution 2023-306 Change Order #3 and had no change to the contract amount of \$3,821.821.00; and

**WHEREAS**, the City had approved via Resolution 2023-351 Change Order #4 and had no change to the contract amount of \$3,821.821.00; and

**WHEREAS**, the City had approved via Resolution 2023-385 Change Order #5 and had no change to the contract amount of \$3,821.821.00; and

**WHEREAS**, the City had approved via Resolution 2023-429 Change Order #6 and had no change to the contract amount of \$3,821.821.00; and

**WHEREAS**, the City had approved via Resolution 2023-472 Change Order #7 and had no change to the contract amount of \$3,821.821.00; and

**WHEREAS**, the City had approved via Resolution 2023-506 Change Order #8 and had no change to the contract amount of \$3,821.821.00; and

**WHEREAS**, the City Engineer is requesting Change Order # 9 representing additions and reductions in as-built quantities resulting in a zero (\$0.00) dollar net change to the contract; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of Asbury Park, County of Mayor and State of New Jersey that Change Order 9 shall not exceed zero dollars and zero cents (\$0.00).

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute Change Order Number 8 on behalf of the Governing Body.

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

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2023-553 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

CERTIFIED BY ME THIS 21st DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK

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

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

## CHANGE ORDER NO. 9

DATE: December 12, 2023  
PROJECT: Memorial Drive Improvements  
OWNER: City of Asbury Park  
CONTRACTOR: Lucas Brothers, Inc.

## DESCRIPTION OF CHANGE:

REDUCTIONS:

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

EXTRA:

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

SUPPLEMENTARY:

S-12 Excavation for Memorial Drive - HMA Base Paving Full Depth  
Reconstruction & Intersections

## APPROVAL RECOMMENDED:

JASON D. HARZOLD  
PRINCIPAL PROJECT MANAGER

## ACCEPTED:

CONTRACTOR:  
Lucas Brothers, Inc.

## OWNER'S APPROVALS:

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

| SEE ATTACHED DETAIL                    | ADDITIONAL   | REDUCTION    |
|----------------------------------------|--------------|--------------|
| A. TOTAL REDUCTIONS<br>THIS C.O.       | XXXXXXXXXX   | \$43,876.00  |
| B. TOTAL EXTRAS<br>THIS C.O.           | \$9,489.50   | XXXXXXXXXX   |
| C. TOTAL<br>SUPPLEMENTARY<br>THIS C.O. | \$34,386.50  | XXXXXXXXXX   |
| TOTALS THIS C.O.                       | \$43,876.00  | \$43,876.00  |
| NET CHANGE THIS<br>CHANGE ORDER        | \$0.00       | \$0.00       |
| PREVIOUS CHANGE<br>ORDERS              | \$373,088.31 | \$373,088.31 |
| TOTAL CHANGE<br>ORDERS TO DATE         | \$416,964.31 | \$416,964.31 |
| NET CHANGE IN<br>CONTRACT              | \$0.00       | \$0.00       |

|                             |                |
|-----------------------------|----------------|
| ORIGINAL CONTRACT BID PRICE | \$3,821,821.00 |
| CHANGE ORDERS TO DATE       | 0.00% \$0.00   |
| REVISED CONTRACT PRICE      | \$3,821,821.00 |

CHANGE ORDER NO. 9

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

PROJECT: Memorial Drive Improvements

OWNER: City of Asbury Park

CONTRACTOR: Lucas Brothers, Inc.

| ITEM NO.   | DESCRIPTION                                        | QUANTITY   | UNIT PRICE | AMOUNT      |
|------------|----------------------------------------------------|------------|------------|-------------|
| REDUCTIONS | 2 Silt Fence (If & Where Directed)                 | 80.00 LF   | \$0.01     | \$0.80      |
|            | 4 Breakaway Barricade                              | 5.00 UN    | \$0.01     | \$0.05      |
|            | 7 Construction Signs                               | 33.00 SF   | \$15.00    | \$495.00    |
|            | 14 DGA Base Course, 4" Thick (If & Where Directed) | 4861.00 SY | \$1.95     | \$9,478.95  |
|            | 23 Curb Piece, Type 'N-ECO'                        | 12.00 UN   | \$750.00   | \$9,000.00  |
|            | 24 Bicycle Safe Grate                              | 10.00 UN   | \$750.00   | \$7,500.00  |
|            | 25 Manhole, 6' Diameter                            | 3.00 UN    | \$5,800.00 | \$17,400.00 |
|            | 71 Straw Mulching                                  | 1.00 SY    | \$1.20     | \$1.20      |

A. TOTAL REDUCTIONS \$43,876.00

|       |                                                  |            |         |            |
|-------|--------------------------------------------------|------------|---------|------------|
| EXTRA | 13 HMA Milling, 3" or Less (If & Where Directed) | 125.00 SY  | \$4.30  | \$537.50   |
|       | 18 HMA 19M64 Base Course, 4" Thick               | 111.90 TON | \$80.00 | \$8,952.00 |

B. TOTAL EXTRA \$9,489.50

|               |                                                                                                |             |        |             |
|---------------|------------------------------------------------------------------------------------------------|-------------|--------|-------------|
| SUPPLEMENTARY | S-12 Excavation for Memorial Drive - HMA Base Paving Full Depth Reconstruction & Intersections | 17725.00 SY | \$1.94 | \$34,386.50 |
|---------------|------------------------------------------------------------------------------------------------|-------------|--------|-------------|

C. TOTAL SUPPLEMENTARY \$34,386.50

Attachment: CHANGE ORDER 9 LUCAS BROTHERS MEMORIAL DR (2023-553 : Change Order #9 for Memorial Drive Improvement Project)



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 20, 2023  
RESOLUTION SUMMARY

**2023-554**

Resolution authorizing the release of a Performance Bond for Parkview AP and the acceptance of a two year Maintenance Guarantee



## RESOLUTION NO. 2023-554

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

### **RESOLUTION AUTHORIZING THE RELEASE OF A PERFORMANCE BOND FOR 1156 SPRINGWOOD AVENUE (BLOCK 803, LOTS 1-14)**

**WHEREAS**, InSite Engineering, LLC has inspected 1156 Springwood Avenue (Block 803 Lots 1-14); and

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

**WHEREAS**, it is the recommendation of InSite Engineering, LLC that the City of Asbury Park release the Performance Guarantee in the amount of \$63,021.60 contingent upon the payment of all outstanding escrow invoices and the posting of a Maintenance Guarantee of \$7,877.70 to be held of two years; and

**WHEREAS**, it is the intention of the City Council to release the Performance Guarantee contingent upon the payment of all outstanding escrow invoices and the submission of a Maintenance Guarantee, in accordance with the InSite Engineering, LLC's recommendations.

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the city of Asbury Park that the performance guarantee in the amount of \$63,021.60 be released for the Improvements to 1156 Springwood Avenue (Block 803 Lots 1-14).

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

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. 2023-554 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

CERTIFIED BY ME THIS 21st DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK

Block(s) 803

Lot(s) 1-14

Bond Number: B 1296517

**NEW JERSEY MAINTENANCE SURETY BOND**  
(Form as Prescribed by NJAC 5:39-1.2, effective July 16, 2001)

We, **Interfaith Neighbors, Inc.**,  
having offices at **810 Fourth Avenue, Asbury Park, NJ 07712**,  
as principal, and **Selective Insurance Company of America**, having offices at 40 Wantage Avenue, Branchville,  
NJ 07890, a corporation duly licensed to transact a surety business in the State of New Jersey, as surety, are indebted  
to the municipality of **City of Asbury Park** in the county of **Monmouth**,  
as obligee, in the sum of **Seven Thousand Eight Hundred Seventy Seven and 70/100 Dollars**  
(**\$7,877.70**) Dollars, for which payment we bind ourselves and our respective heirs, legal representatives,  
successors, and assigns, jointly and severally.

On **09/22/2023** (date), principal was granted approval by the **City of Asbury Park Planning Board**  
(approving authority) in the county of **Monmouth**  
for **Block 803, Lots 1-14; 1130-1156 Springwood Avenue, City of Asbury Park, Monmouth County, NJ**

(include reference to specific job and resolution of approval).

This bond shall become effective upon approval or acceptance of the improvements by the governing body, as certified by the resolution of the governing body, which is, or shall be, attached hereto and made a part hereof. The improvements subject to this bond are as follows:

**Block 803, Lots 1-14; 1130-1156 Springwood Avenue, City of Asbury Park, Monmouth County, NJ**

The certification of the cost of such improvements by the municipal engineer is attached hereto and made a part hereof.

Pursuant to municipal ordinance, adopted under authority of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the principal, as a condition of approval or acceptance of improvements, hereby furnishes this maintenance bond in the amount of **Seven Thousand Eight Hundred Seventy Seven and 70/100 Dollars** (\$ **7,877.70**) Dollars (not to exceed 15 percent of the cost of the improvements as certified by the municipal engineer), written by Selective Insurance Company of America, a surety licensed in the State of New Jersey, guarantying full and faithful compliance with all terms and conditions of the approval. The bond shall continue in effect for a period of **two years** (not to exceed two years) from the date of approval or acceptance of the said improvements. The date of approval or acceptance of the improvements is **09/22/2023**.

This bond is issued subject to the following expressed conditions:

1. This bond shall not be subject to cancellation either by the principal or by the surety for any reason until the end of the period for which it is required to be maintained.
2. The aggregate liability of the surety under this bond shall not exceed the sum set forth above.
3. In the event that the improvements subject to this bond exhibit any defects in functioning, materials or quality of work, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety fails or refuses to perform the necessary corrective work, claim payment under this bond for the cost of any work required for the proper correction of any such defects in the said improvements. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the municipality by personal delivery or by registered or certified mail or courier at the same time.

B209 (07/01)

4. The surety shall have the right to repair any defects in functioning, materials or quality of work and, to that end, to do such corrective work as may be necessary in accordance with the terms and conditions of original approval, either with its own employees or in conjunction with the principal or another contractor; provided, however, that as an alternative to performing such maintenance or corrective work it may, in its sole discretion, make a monetary settlement with the municipality.

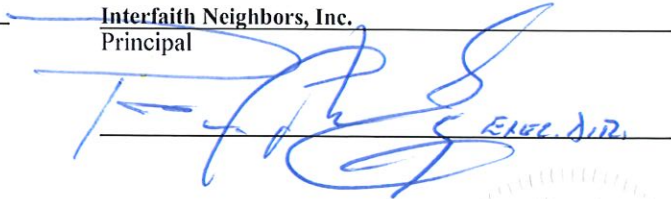
5. This bond shall inure to the benefit of the municipality only and no other party shall acquire any rights hereunder.

Date: November 27, 2023

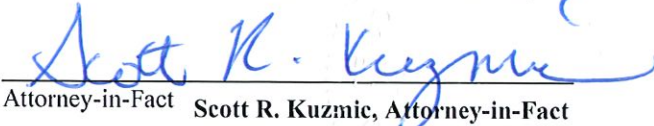
Witness/Attest:



  
Kelly Byrne, Witness

  
Interfaith Neighbors, Inc.  
Principal

Selective Insurance Company of America, Surety

  
Attorney-in-Fact Scott R. Kuzmic, Attorney-in-Fact

Attachments:  
Engineer's Maintenance Guarantee Letter

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

Selective Insurance Company of America, surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and 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 Banking and Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, of the surety issuing the attached bond are in the following amounts as of the calendar year ended December 31, 2022, which amounts have been certified by certified public accountants:

| <u>Company</u>                         | <u>Capital</u> | <u>Surplus</u> | <u>CPA</u>                                        |
|----------------------------------------|----------------|----------------|---------------------------------------------------|
| Selective Insurance Company of America | \$4,400,000    | \$851,828,532  | KPMG LLP<br>345 Park Avenue<br>New York, NY 10154 |

- (3) With respect to the surety issuing the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. sec 9305, the underwriting limitation established therein and the date as of which the limitation was effective is as follows:

| <u>Company</u>                         | <u>Underwriting Limitation</u> | <u>Effective Date</u> |
|----------------------------------------|--------------------------------|-----------------------|
| Selective Insurance Company of America | \$85,183,000                   | July 1, 2023          |

- (4) The amount of the bond to which this statement and certification is attached is

\$ 7,877.70

**CERTIFICATE**

(To be completed by an authorized certifying agent/officer for each surety on the bond)

I, Timothy A. Marchio, as Vice President, Bond SBU for Selective Insurance Company of America, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

*Timothy A. Marchio*

\_\_\_\_\_  
(Signature of certifying agent/officer)

\_\_\_\_\_  
Timothy A. Marchio

\_\_\_\_\_  
(Printed name of certifying agent/officer)

\_\_\_\_\_  
Vice President, Bond SBU

\_\_\_\_\_  
(Title of certifying agent/officer)

Dated: November 27, 2023  
(month, day, year)



Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

BondNo.B 1296517

## POWER OF ATTORNEY

Site Plan Maintenance

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Scott R. Kuzmic**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Seven Thousand Eight Hundred Seventy Seven and 70/100 Dollars (\$7,877.70)**

Signed this 27th day of November, 2023

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

*Brian C. Sarisky*  
Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Division

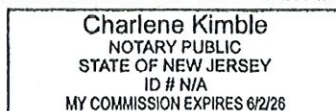


STATE OF NEW JERSEY :

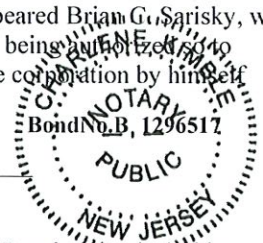
:ss. Branchville

COUNTY OF SUSSEX :

On this 27th day of November, 2023 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.



*Charlene Kimble*  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

## CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 27th day of November, 2023

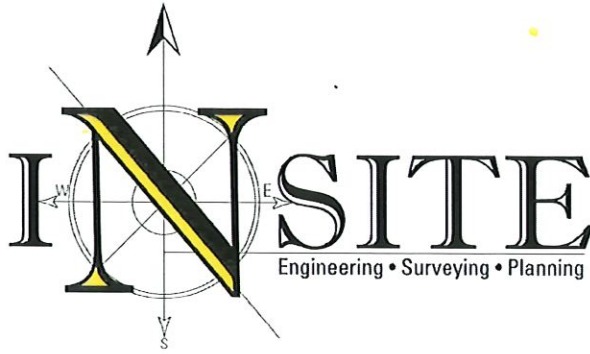
*Michael H. Lanza*  
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

City of Asbury Park  
 Planning Board  
 c/o: Marie Rodrigues  
 Board Secretary  
 Municipal Complex  
 1 Municipal Plaza  
 Asbury Park, NJ 07712



*Via Email: marie.rodrigues@cityofasburypark.com*

October 24, 2023

Subject: **PERFORMANCE GUARANTEE → MAINTENANCE GUARANTEE**  
**Preliminary and Final Site Plan**  
 Block 803, Lots 1-14; 1130 – 1156 Springwood Avenue  
 City of Asbury Park, Monmouth County, NJ

Ms. Rodrigues:

In accordance with our September 22, 2023 site inspection, we find the site improvements complete for the above-referenced development project. Therefore, in accordance with NJSA 40:55D-53, we recommend releasing the applicant's Performance Guarantee.

The construction cost estimate itemized in our December 12, 2018. "Performance Guarantees & Inspection Fees" letter to you was \$52,518.00 (as related to public improvements). In accordance with NJSA 40:55D-53a(1), the applicant therefore posted a Performance Guarantee in the amount of \$63,021.60 (i.e. 120% of the construction cost estimate).

In accordance with NJSA 40:55D-53a(2), the City Mayor and Council may now require the applicant to post a Maintenance Guarantee in the amount of \$7,877.70 (i.e. 15% of the construction cost estimate).

Based on the above information, we recommend the Board and City Mayor and Council release the applicant's Performance Guarantee and proceed with the establishment of the Maintenance Guarantee. The Maintenance Guarantee, shall be held for a period of two (2) years, which period shall commence upon the date of the City Mayor and Council's acceptance of the site improvements.

Please note the applicant remains responsible for all site improvements related to this development project. The City and this office shall not be held responsible for any physical improvements related to this development project.

**InSite Engineering, LLC**

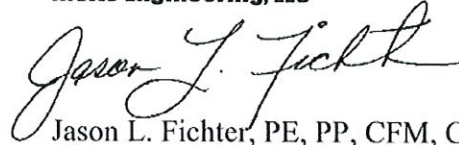
1955 Route 34, Suite 1A • Wall, NJ 07719  
 732-531-7100 (ph) • 732-531-7344 (fx) • InSite@InSiteEng.net • www.InSiteEng.net  
 Licensed in NJ, PA, DE, NY, CT, NC, DC, & CO

Performance Guarantee → Maintenance Guarantee  
City of Asbury Park Planning Board  
City of Asbury Park, Monmouth County, NJ

Page 2 of 2  
October 24, 2023  
Block 803, lots 1-14 & po Block 804, Lot 1

If you have any questions or require further information, please contact me anytime.

Sincerely,  
**InSite Engineering, LLC**



Jason L. Fichter, PE, PP, CFM, CME  
Planning Board Engineer

cc: Jack Serpico, Esq., Planning Board Attorney  
Michele Alonso, Director of Planning and Redevelopment

JserpicoLaw@aol.com  
Michele.alonso@cityofasburypark.com

InSite Job # 16-580-58

**InSite Engineering, LLC**

1955 Route 35, Suite 1A • Wall, NJ 07719  
732-531-7100 (ph) • 732-531-7344 (fx) • InSite@InSiteEng.net • www.InSiteEng.net  
Licensed in NJ, PA, DE, NY, CT, NC, DC, & CO

Attachment: Maintenance Insite 12.1.23 (2023-554 : Releasing The Performance Bond For 1156 Springwood Avenue (Block 803, Lots 1-14))

**SELECTIVE**BE UNIQUELY INSURED<sup>SM</sup>

ALL NOTICES REGARDING CLAIMS AGAINST  
THIS BOND MUST BE MAILED OR FAXED TO:

SELECTIVE INSURANCE COMPANY OF AMERICA  
Attention: BOND CLAIMS  
P.O. Box 7265  
London, KY 40742

Email address: **CSVRIORITY@selective.com**

Telefax: **(877) 352-6541**

Phone: **(866) 455-9969**

For all other inquiries not related to claims, contact:

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, NJ 07890  
1 (800) 777-9656  
1 (973) 948-3000



Individual Resolutions  
Meeting of the Municipal Council  
Wednesday, December 20, 2023  
RESOLUTION SUMMARY

**2023-555**

Resolution Appointing An Acting City Manager



## RESOLUTION NO. 2023-555

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

### RESOLUTION APPOINTING AN ACTING CITY MANAGER

**WHEREAS**, there is a need to appoint an Acting City Manager to serve as the chief executive and administrative official of the City of Asbury Park (the “City”) during the time period from and including Friday, December 22, 2023 through Monday, January 15, 2024, or until such time as the new City Manager, Lillian L. Nazzaro, Esq., officially commences her employment with the City (the “temporary period”); and

**WHEREAS**, pursuant to N.J.S.A. 40:69A-94 and Section 2-3.3 of the Asbury Park City Code (the “City Code”), the Mayor and Council wish to appoint the City’s Chief Financial Officer, JoAnn Boos, to serve as the Acting City Manager during the temporary period; and

**WHEREAS**, during the temporary period, JoAnn Boos shall be vested with all the powers, and shall perform all duties, of the Municipal Manager of the City as prescribed by N.J.S.A. 40:69A-95 and Section 2-3.4 of the City Code, or as otherwise assigned to her by the Mayor and Council.

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

1. That, during the temporary period referenced above, JoAnn Boos is hereby appointed to serve as the Acting City Manager for the City.
2. That, during the temporary period, JoAnn Boos shall serve as the chief executive and administrative official of the City, and shall be vested with all powers, and shall perform all duties, of the Municipal Manager as set forth in N.J.S.A. 40:69A-95 and Section 2-3.4 of the City Code, or as otherwise assigned to her by the Mayor and Council.
3. That, during the temporary period, JoAnn Boos shall be paid an additional stipend for serving as the Acting City Manager in the amount of One Thousand Dollars (\$1,000.00) per week, subject to applicable payroll deductions, which shall be paid in accordance with the regular payroll schedule of the City.

4. That a certified copy of this Resolution shall be provided to each of the following:
  - a. JoAnn Boos, Chief Financial Officer;

- b. Denise Callery, Asbury Park Personnel Officer;
- c. Lisa Esposito, City Clerk; 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. 2023-555 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

CERTIFIED BY ME THIS 21st DAY OF December, 2023.

LISA ESPOSITO  
CITY CLERK



**Asbury Park, New Jersey  
ORDINANCE NO. 2023-39**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND  
SUPPLEMENTING SUBSECTION 7-40.5, ENTITLED “LICENSE FEES,” OF  
SECTION 7-40, “PRIVATE PARKING LOTS,” OF CHAPTER 7, “TRAFFIC,” OF  
“THE CODE OF THE CITY OF ASBURY PARK.”**

**WHEREAS**, the City of Asbury Park (the “City”) has previously established certain regulations concerning private parking lots and license fees within the City; and

**WHEREAS**, the previous regulations are codified in Chapter 7, entitled “Traffic,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

**WHEREAS**, the Mayor and Council wish to revise Section 7-40, entitled “Private Parking Lots,” of Chapter 7 of the City Code in accordance with the provisions set forth herein.

**NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED**, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Section 7-40, entitled “Private Parking Lots,” of Chapter 7, “Traffic,” of “The Code of the City of Asbury Park” is hereby amended and supplemented in certain limited respects, as follows (additions are shown with underline; deletions are shown with ~~strikethrough~~):

**Chapter 7. Traffic**

**§ 7-40. PRIVATE PARKING LOTS.**

**§ 7-40.1. Definitions.**

As used in this section:

**PARKING LOT**

shall mean, pursuant to N.J.S.A. 39:5A-1, any place, lot, parcel, yard, or garage used in whole or in part for storing or parking motor vehicles, where a storage or parking fee is charged therefor, and which is open to the general public. The term excludes residential, neighborhood parking lots restricted to residents thereof without charge, or on a monthly rental basis, where such premises are not held out for use by the general public and are not marked or advertised as a public parking lot.

**§ 7-40.2. License.**

- a. No person shall operate or maintain a parking lot without obtaining a license from the City. Application for the license and renewal shall be made to the City Clerk.

- b. No license shall be issued until all the requirements of this section and the matters set forth, in the application and shown on the plan filed in connection therewith have been complied with and approved by the City Clerk and the Director of Public Safety.
- c. No license shall be granted for any premises unless the use for automobile parking is permitted on the premises under the Zoning Regulations of the City or under a variance granted under the Zoning Regulations.
- d. The license for a parking lot expires annually on December 31.
- e. The conditions set forth in the application upon which the license is issued shall be maintained by the licensee continuously during the conduct of the business thereunder.
- f. In the event of the sale or transfer to new ownership of the parking premises, the new owner shall make application to the City Clerk for transfer in manner provided herein. Such application and transfer shall be subject to all the conditions of a new application.

§ 7-40.3. Application for License.

- a. Application for a parking lot license shall be made by the person intending to operate the parking lot, upon a form furnished by the City Clerk. Applicant shall file with the application a plat or drawing of the parking lot, approved by the City Engineer, showing the location, size, capacity and, subject to City approval, the location and size of driveways, kind of floors or ground surface, location, size, and construction of attendant's shelter, wall or railing surrounding the lot, location and type of lighting units and signs. It shall not be necessary to furnish a supplementary plat or drawing with application for renewal unless changes have been made that do not appear upon the original plat.
- b. The application shall contain the following information:
  - 1. The name under which, and place where, the parking lot is to be operated;
  - 2. Whether the applicant is an individual, partnership or corporation; if an individual, the name and business and residence address of the applicant; if a partnership, the name and business and bona fide residence address of each partner; if a corporation, the name, date, and State under which such corporation was organized, and the name and business address of the officers and stockholders;
  - 3. Whether the premises are owned or leased by the applicant, and, if leased, the name and business address of the owner;
  - 4. The number of motor vehicles which may, at one time, be stored upon the premises;
  - 5. The hours during which the motor vehicles may be stored;
  - 6. The hours during which parking attendants will be on duty on the lot;
  - 7. A complete schedule of rates to be charged for storing motor vehicles; and

8. Such other information as the City Clerk may require.

- c. The application shall be signed and verified by the applicant, if an individual or partnership, or by an authorized agent, or properly constituted officers if a corporation.
- d. Before a license is issued, a Certificate of Occupancy shall be obtained from the Building Subcode Official.

#### § 7-40.4. Insurance.

Prior to the issuance of a license for a parking lot, the applicant shall file a policy or certificate of public liability insurance in the minimum of ten thousand (\$10,000) dollars for each person, and twenty thousand (\$20,000) dollars for two (2) or more, and five thousand (\$5,000) dollars property damage, by a company authorized to do business in New Jersey. Any owner desiring to carry his/her own public liability insurance may make application to the Mayor and Council, showing his/her financial ability to do so, and, if the Mayor and Council is satisfied of the applicant's financial ability, they may exempt the applicant from the requirement of furnishing the policy of insurance. A determination of such financial responsibility shall be made upon the application for renewal. The Mayor and Council may at any time during the period for which such exemption is granted review such action and make a new determination as to the insurance requirements.

#### § 7-40.5. License Fees.

~~The annual license fee for the operation of a parking lot shall be for a lot, twenty-five (25) car capacity or less, thirty-five (\$35) dollars; over twenty-five (25) car capacity and not more than seventy-five (75) car capacity, sixty-five (\$65) dollars; over seventy-five (75) car capacity, one hundred forty (\$140) dollars; vehicle garage, enclosed, less than seventy-five (75) cars, sixty-five (\$65) dollars; vehicle garage, enclosed, more than seventy-five (75) cars, one hundred forty (\$140) dollars.~~

##### a. Fee imposed.

Every public and commercial parking facility shall pay a license fee. There is hereby levied and imposed upon the use and privilege of parking a motor vehicle in or upon any parking lot or garage in the City a fee of \$10 for each designated parking space. The ultimate incidence of and liability for payment of such fee is to be borne by the operator of the parking facility.

##### b. Nonpayment of fee on due date.

Whenever the license fee required to be paid is not paid on or before the date on which it becomes due, as herein provided, a penalty shall be imposed. A penalty at the rate of 7% will be imposed for nonpayment as of January 1 through January 31. Thereafter, an additional 1.5% will be imposed for each delinquent calendar month.

#### § 7-40.6. Revocation of License.

- a. The Mayor and Council, subject to right of appeal, may after a hearing, revoke or suspend a

parking lot license upon proof that the licensee, his/her agent or employee:

1. Has made any false or materially incorrect statements in his/her application; or
  2. Has made any charge for storing any motor vehicle in a parking lot other than set forth in his/her license application; or
  3. Has violated or permitted or countenanced the violation of any provision of this chapter; or
  4. Has violated or permitted or countenanced the violation of any provision of any penal law or ordinance regarding theft, larceny or conversion of a motor vehicle, or the operation of a motor vehicle without the owner's consent, whether or not such license or other person has been convicted of such an offense; or
  5. Fails to keep an attendant on duty during the time specified on his/her application; or
  6. Fails to keep the lot adequately lighted at all times that cars are stored thereon, during the hours that the lot shall be kept open, according to the application for a license.
- b. The licensee is responsible for the proper conduct of his/her agents, and employees in the conduct of the business, and for any violation of the provisions of this section by them.
- c. No license shall be revoked or suspended for any of the above listed reasons until the licensee has been notified in writing of the charges against him/her. The notice shall be given by registered mail to the licensee at the address given in the application. The notice shall state the time and place of the hearing.

#### § 7-40.7. Signs.

- a. The operator of a parking lot shall maintain in good condition at each entrance to his/her parking lot a sign showing the name of the licensee, the hours of the day or night during which such place is open for storing motor vehicles, the rates charged, and the closing hour of the station. Where more than one (1) rate is charged for parking, the figures for each rate shall be of the same size and dimension, and such figures shall measure not less than three (3) inches in height.
- b. Signs giving information as to the owner, rates, and operation of the lot shall be erected on private property only at points of ingress or on shelter buildings and not on enclosures. They shall be of sheet metal or other suitable material and shall be displayed at a height of not less than four (4) feet and not more than twelve (12) feet above street level. No sign shall be erected in such manner as to obstruct the vision of traffic. The sign shall be readily visible within a reasonable distance.

#### § 7-40.8. Barriers.

A wood or concrete bumper six (6) inches high and six (6) inches in width, suitably anchored into the earth, shall be provided along the lot lines of each parking lot. The bumper shall be

placed three (3) feet from the lot lines.

§ 7-40.9. Ground Maintenance.

- a. The operator of a parking lot shall keep the sidewalks surrounding the parking lot free from dirt, ice, sleet and snow, and shall keep the sidewalks in safe condition for the travel of pedestrians.
- b. A parking lot shall be kept free from dust so that it does not become a nuisance to adjacent property owners or others.

§ 7-40.10. Shelters.

Not more than one (1) building for the use of attendants for the operation of each parking lot is permitted. Such building shall be durable construction and the plans shall be approved by the Director of Public Works. On parking lots facing two (2) or more streets, one (1) additional building may be maintained.

§ 7-40.11. Lighting.

The operator of a parking lot shall place shielded floodlights or other type of approved lighting in such location, and to such an extent as will permit owners of cars to have safe, lighted access to all portions of the lot during the hours of darkness. A certificate approving the lighting, installation, and service shall be obtained from the Director of Public Works. The operator of any parking lot which does not remain open after 4:00 p.m. need not comply with this subsection.

§ 7-40.12. Entrances and Exits.

Each parking lot, as the City Engineer shall determine convenient for the public safety, shall have one (1) or more entrances and exits over the public sidewalks which may or may not be combined. Driveways shall not exceed eighteen (18) feet in width at the property line, and shall be at least twenty-five (25) feet from the curbline of any intersection street. All curbs shall be lowered to street level at driveway entrances.

§ 7-40.13. Fire Equipment.

A parking lot operated in conjunction with a garage or hotel shall be equipped with proper fire extinguishing apparatus, subject to the approval of the Fire Department, and all motor vehicles therein shall be so stored that they may be reached readily in case of fire or other emergency.

§ 7-40.14. Pavement.

All parking lots hereinafter constructed within the City shall conform to the following specifications:

- a. The sub-grade shall be properly graded and sloped so as to provide adequate stormwater drainage across the surface of the lot to the street. Drainage structures shall be utilized where found necessary by topographical conditions. After sub-grading has been completed, the entire area shall be thoroughly compacted with the minimum ten (10) ton roller in preparation for the base course material.

- b. Upon ~~completion~~ of the sub-grading, the base course shall be installed consisting of four (4) inches of Type 2 Road Gravel or two (2) inches compacted bituminous stabilized base.
- c. The top course shall consist of one and one-half (1 1/2) inch thick, compacted F.A.B.C. 1 bituminous concrete.
- d. All materials and workmanship shall conform to New Jersey Highway Department Standard Specifications for Road Bridge Construction, latest edition.

§ 7-40.15. Claim Checks.

At the time of accepting a motor vehicle for storage or parking in a parking lot, every person parking his/her motor vehicle shall be furnished a distinctive check which shall be numbered to correspond to a coupon placed upon such motor vehicle. The check shall contain the name and address of the parking lot.

§ 7-40.16. Change of Rates.

The operator of a parking lot shall not make any charge for storage of a motor vehicle in excess of that set forth in his/her application for a license unless he/she has:

- a. Notified the City Clerk in writing of the change at least forty-eight (48) hours before the effective date of the change, and
- b. Posted signs showing such increase in the same manner as set forth in § 7-40.7.

§ 7-40.17. Notification to Police.

- a. The operation of a parking lot shall, within twenty-four (24) hours, giving necessary details, notify the Police Department of any claim made by reason of any loss, theft, or conversion occurring upon the premises.
- b. The operator of a parking lot shall immediately notify the Police Department, giving the necessary details, when any automobile remains in his/her lot without explanation for a period longer than twenty-four (24) hours.

§ 7-40.18. Pavement of Private Parking Lots.

Any place, lot, parcel, yard or garage used in whole or in part for the storing or parking of three (3) or more motor vehicles, whether or not a storage or parking fee is charged therefor, and whether or not it is open to the general public shall be paved in accordance with § 7-40.14.

**BE IT FURTHER ORDAINED**, that all other provisions of Chapter 7 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

**BE IT FURTHER ORDAINED**, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

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

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

I, 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. 2023-39 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

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LISA ESPOSITO  
CITY CLERK



**Asbury Park, New Jersey  
ORDINANCE NO. 2023-44**

**ORDINANCE OF THE CITY OF ASBURY PARK TO REPEAL SECTION 2-76,  
ENTITLED “AWARD OF PUBLIC CONTRACTS,” OF ARTICLE X, “REGULATION  
OF PUBLIC CONTRACTING, CONTRIBUTIONS TO PUBLIC OFFICES AND  
ENTITIES,” OF “THE CODE OF THE CITY OF ASBURY PARK.”**

**WHEREAS**, pursuant to Ordinance No. 2969 (the “Pay-to-Play Ordinance”), the City of Asbury Park (the “City”) established local pay-to-play restrictions which prohibited the award of public contracts to business entities that have made certain political contributions during the 12-month period prior to the award of the contract, and which also prohibited business entities from making certain political contributions during the term of their contracts with the City; and

**WHEREAS**, the Pay-to-Play Ordinance was enacted pursuant to the authority prescribed by N.J.S.A. 40A:11-51; and

**WHEREAS**, the Pay-to-Play Ordinance was codified at Section 2-76, entitled “Award of Public Contracts,” of Article X, “Regulation of Public Contracting, Contributions to Public Offices and Entities,” of Chapter 2, “Administration,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

**WHEREAS**, pursuant to P.L. 2023, c.30, known as the “Elections Transparency Act” (the “Act”), significant changes were made to New Jersey’s pay-to-play laws; and

**WHEREAS**, Section 37 of the Act repealed N.J.S.A. 40A:11-51, which previously authorized governmental entities to adopt pay-to-play regulations that are more restrictive than the State regulations; and

**WHEREAS**, pursuant to the Act, the new State pay-to-play regulations preempt all local pay-to-play restrictions; and

**WHEREAS**, following the State Legislature’s adoption of the Act, the New Jersey Department of Community Affairs, Division of Local Government Services, issued Local Finance Notice (LFN) 2023-14 on August 8, 2023 (the “LFN”); and

**WHEREAS**, the LFN recommends that, given the State’s preemption of local pay-to-play restrictions with the enactment of the Act, local pay-to-play ordinances that were adopted pursuant to the authority previously contained in N.J.S.A. 40A:11-51 should, as a matter of housekeeping, be repealed; and

**WHEREAS**, given the above, the Mayor and Council of the City deem it to be in the best interests of the City to repeal Section 2-76, “Award of Public Contracts,” of the City Code in its entirety.

**NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED**, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Section 2-76, entitled “Award of Public Contracts,” of Article X, “Regulation of Public Contracting, Contributions to Public Offices and Entities,” of Chapter 2, “Administration,” of “The Code of the City of Asbury Park” is hereby repealed in its entirety, and shall be of no further force and effect.

**BE IT FURTHER ORDAINED**, that all other provisions of Chapter 2 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

**BE IT FURTHER ORDAINED**, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

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

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

I, 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. 2023-44 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

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LISA ESPOSITO  
CITY CLERK



**Asbury Park, New Jersey  
ORDINANCE NO. 2023-45**

**ORDINANCE OF THE CITY OF ASBURY PARK, IN THE COUNTY OF  
MONMOUTH, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A  
LEASE AGREEMENT WITH ASBURY PARTNERS, LLC AND CAJUN FISH  
HOLDINGS, LLC FOR BLOCK 4307, LOTS 1, 2 AND 3 WITHIN THE ASBURY PARK  
WATERFRONT REDEVELOPMENT AREA**

**WHEREAS**, the City of Asbury Park (the “City”) acting under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”), has declared a portion of the City as an area in need of redevelopment which in general terms encompasses the property between Grand Avenue and the beachfront, consisting of approximately 230 acres known as the Waterfront Redevelopment Area (“Redevelopment Area”); and

**WHEREAS**, the City, acting under the Redevelopment Law and predecessor statutes, adopted a redevelopment plan for the Waterfront Redevelopment Area known as the Waterfront Redevelopment Plan on November 7, 1984, which has been subsequently amended, restated and superseded on March 15, 2002, and which may be further amended from time to time (“Redevelopment Plan”); and

**WHEREAS**, Asbury Partners, LLC is the designated Master Developer within the Redevelopment Area and is the owner of the property designated as Block 4307, Lots 1 and 2, which is within the Redevelopment Area, and which are commonly known as 113 Seventh Avenue and 1611 Ocean Avenue (“Lots 1 and 2”); and

**WHEREAS**, Cajun Fish Holdings, LLC, an affiliate of Asbury Partners, LLC, is the owner of property designated as Block 4307, Lot 3, which is within the Redevelopment Area, and which is commonly known as 1601 Ocean Avenue (“Lot 3”); and

**WHEREAS**, pursuant to N.J.S.A. 40A:12-5(a)(1) “any municipality, by ordinance, may provide for the acquisition of any real property, capital improvement, or personal property: (1) by purchase, gift, devise, lease, exchange, or condemnation;” and

**WHEREAS**, the City entered into a Lease Agreement with AP Five Prop Holdings, LLC, an affiliate of the Master Developer, in May of 2022, which expired on September 16, 2023, for property known as Block 4302, Lot 2 for the propose of supporting its beachfront operations and similar municipal purposes; and

**WHEREAS**, due to the anticipated development of Block 4302, Lot 2, the Parties desire to enter into this new Lease upon the terms and conditions contained herein to relocate the City's Beachfront Operations to the new Leased Premises: and

**WHEREAS**, the City now desires to lease approximately 22,000 square feet of Block 4307, Lots 1, 2, and 3 (collectively, the "Leased Premises"), as outlined in the Survey prepared by Colliers dated December 17, 2021, attached hereto as **Exhibit A**, from Asbury Partners and Cajun Fish Holdings, and they both desire to lease the same to the City upon the terms and conditions contained herein; and

**WHEREAS**, the Leased Premises shall be utilized to support the City's beachfront operations and similar municipal purposes.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AS FOLLOWS:**

**Section 1.** The defined terms set forth in the recitals contained in this ordinance are incorporated by reference as it is set forth at length herein.

**Section 2.** The City of Asbury Park, acting as a tenant, is hereby authorized to enter into a Lease Agreement with Asbury Partner, LLC, and Cajun Fish Holdings, LLC, acting as the Landlords, for the lease of approximately 22,000 square feet on a portion of Block 4307, Lots 1, 2 and 3, commonly known as 113 Seventh Avenue, 1611 and 1601 Ocean Avenue, respectively, for a period of three (3) years, and subject to all of the conditions set forth in the Lease Agreement.

**Section 3.** The Mayor and City Clerk are hereby authorized and directed to execute, on behalf of the City, a Lease Agreement which shall have been executed by Landlord, generally in a form approved by the Municipal Attorney, and such other documents as are necessary and advisable to lease the subject property with such revisions in said documents as the Municipal Attorney may advise and the Mayor may approve, such approval to be evidenced by execution hereof. The Lease Agreement appended to the Resolution is hereby incorporated into the record.

**Section 4.** The Leased Premises shall solely be used for the purpose of supporting the City of Asbury Park's beach front operations and other similar municipal services, and further, the City of Asbury Park shall be permitted to erect temporary structures upon the Leased Premises, such as a pole barn or such similar structure, for storage purposes.

**Section 5.** The City of Asbury Park shall pay rent in the amount of \$1.00 per year to Asbury Partners, LLC and Cajun Fish Holdings, LLC.

**Section 6.** This ordinance shall take effect as provided by law.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2023-45 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

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LISA ESPOSITO  
CITY CLERK

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made, entered into and made effective as of [\_\_\_\_], 2023 ("Effective Date"), by and among ASBURY PARTNERS, LLC, a New Jersey limited liability company having an office at c/o Star Holdings at 1089 Ocean Avenue, 3<sup>rd</sup> Floor, Asbury Park, New Jersey 07712, and CAJUN FISH HOLDINGS, LLC, having an office at c/o Star Holdings at 1089 Ocean Avenue, 3<sup>rd</sup> Floor, Asbury Park, New Jersey 07712 (collectively, "Landlord") and the CITY OF ASBURY PARK, a municipal corporation of the State of New Jersey with an address at One Municipal Plaza, Asbury Park, New Jersey 07712 ("Tenant"). Each of Landlord and Tenant are sometimes referred to as a "Party" and collectively as the "Parties".

### Recitals

A. Tenant acting under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"), has declared a portion of the City as an area in need of redevelopment which in general terms encompasses the property between Grand Avenue and the beachfront, consisting of approximately 230 acres known as the Waterfront Redevelopment Area ("Redevelopment Area").

B. Tenant acting under the Redevelopment Law and predecessor statutes, has adopted a redevelopment plan for the Waterfront Redevelopment Area known as the Waterfront Redevelopment Plan on November 7, 1984, which has been subsequently amended, restated and superceded on March 15, 2002, and which may be further amended from time to time ("Redevelopment Plan").

C. Asbury Partners, LLC is the designated Master Developer within the Redevelopment Area and is the owner of the property designated as Block 4307, Lots 1 and 2, which is within the Redevelopment Area, and which are commonly known as 113 Seventh Avenue and 1611 Ocean Avenue ("Lots 1 and 2").

D. Cajun Fish Holdings, LLC, an affiliate of Asbury Partners, LLC, is the owner of property designated as Block 4307, Lot 3, which is within the Redevelopment Area, and which is commonly known as 1601 Ocean Avenue ("Lot 3").

E. Tenant desires to lease portions Lots 1 and 2 and Lot 3 (collectively, the "Property"), as outlined in the Survey prepared by Colliers dated December 22, 2021, attached hereto as Exhibit A, from Landlord and Landlord desires to lease the same to Tenant upon the terms and conditions contained herein.

F. Tenant previously leased property located on Block 4302, Lot 2, from AP Five Prop Holding, LLC, an affiliate of Master Developer, by a lease dated May 2022 ("Prior Lease") for the purpose of supporting Tenant's beachfront operations and similar municipal purposes ("Beach Operations"). That Prior Lease expired on September 16, 2023.

G. Due to the anticipated redevelopment of Block 4302, Lot 2, the Parties desire to enter into this new Lease upon the terms and conditions contained herein to relocate the City's Beach Operations to the new Leased Premises.

The Parties, intending to be legally bound, and in consideration of the mutual promises set forth herein, do hereby agree as follows:

1. Incorporation of Recitals. The Recitals are true and correct and are hereby incorporated by this reference as if fully set forth in the body of this Lease.

2. (A) Leased Premises. The Leased Premises shall consist of approximately 22,000 sf of the Property including the “tracking pad,” as depicted on Exhibit A attached hereto (collectively, the “Leased Premises”). No later than thirty (30) days of the Effective Date of this Agreement, Landlord shall install a fence around the Leased Premises.

3A. Term of Lease. The term (“Term”) of this Lease shall commence on \_\_\_\_\_ (“Commencement Date”) and shall continue, unless sooner terminated, until the earlier to occur of the following events:

(a) Three (3) years from the Commencement Date, being, 11:59PM on \_\_\_\_\_, 2026 (“Expiration Date”); or

(b) Upon thirty (30) days’ advance written notice from Tenant that the Leased Premises are no longer required for Tenant’s use, the use being the Permitted Use as defined in Section 5(a) (“Non-necessity Date”); or

(c) Upon six (6) months’ advance written notice from Landlord that possession of the Leased Premises is necessary for any project to be performed by the Landlord, any affiliate of Landlord or another party (“Termination Date”, the Expiration Date and the Non-necessity Date are collectively referred to as the “Conclusion Date”); provided that Landlord may not set the Termination Date sooner than one (1) year from the Commencement Date; or

(d) As otherwise provided in this Lease.

3B. Extension of Term. Provided that Tenant is not in default under the terms of this Lease, that no condition exists that given the passage of time or notice to Tenant would constitute a default under this Lease, and no notice referenced in paragraph 3A(ii) or (iii) has been given, Tenant may, upon sixty (60) days’ written notice to Landlord prior to Conclusion Date, request an extension of the Term of this Lease. Landlord shall promptly grant or deny any such request for an extension in its sole and absolute discretion. In the event Landlord grants any such request for an extension, any extended Term shall be subject to the terms of this Lease (as same may be amended) and such extension shall not be binding unless memorialized in writing in an amendment to this Lease executed by Landlord and Tenant (“Extension Term”).

4. Rent. Tenant shall pay rent in the amount of \$1.00 per year, Additional Rent as required pursuant to the terms of this Agreement and shall observe and perform all obligations of Tenant under this Lease.

5. Grant of Lease; Permitted Use by Tenant.

(a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises for the purpose of supporting Tenant’s Beach Operations, and further,

Tenant shall be permitted to erect temporary structures upon the Leased Premises, such as a pole barn or such similar structure, for storage purposes (the “Permitted Use”). Tenant acknowledges and agrees that Landlord makes no representations that the Permitted Use is lawful and assumes no responsibility or liability in connection with the operation of the Permitted Use on the Leased Premises or the construction of any structures thereupon associated with the Permitted Use. Unless otherwise agreed by Landlord, upon vacation of the Leased Premises, Tenant shall remove any temporary structures that it shall have erected thereupon.

(b) Tenant is permitted to sublease all, or a portion of, the Leased Premises to other entities that are contracted by the City to provide services, equipment and/or materials in relation to the Permitted Use; provided that the City shall remain responsible for the performance of this Lease.

6. Landlord Representations/ No Responsibilities.

(a) Landlord shall have absolutely no responsibility to maintain, repair, operate, monitor or otherwise oversee the use of the Permitted Use or the Leased Premises. Any and all costs associated with the approval, operation, maintenance, management, or oversight of the Permitted Use shall be borne solely by Tenant. Landlord shall have no responsibility for the conformity of the Permitted Use with any provision of any applicable law, rule, regulation or ordinance. Tenant shall indemnify and hold harmless Landlord for any and all violations, fines, or penalties issued by a governmental entity arising solely out of the Permitted Use of the Property by Tenant or a Tenant Party. A “Tenant Party” shall mean Tenant and any subtenants and occupants of the Lease Premises and their respective agents, contractors, subcontractors, employees, invitees or licensees.

(b) Quiet Enjoyment. Subject to the terms of this Lease and Tenant’s performance of its obligations under this Lease during the Term, the Landlord covenants that Tenant may lawfully and peaceably use and occupy the Leased Premises without hindrance or ejection by any persons lawfully claiming under Landlord to have title to the Leased Premises (or right to use and occupy the Leased Premises) superior to Tenant.

7. Tenant Representations/Responsibilities.

(a) Tenant shall, at all times and at its sole cost and expense, operate the Permitted Use and Leased Premises in conformance with all applicable laws, rules and regulations;

(b) Abide by all terms and conditions of this Lease applicable to Tenant; and

(c) Pay when due as additional rent, or at Landlord’s option, reimburse Landlord within thirty (30) days following request therefore, for all charges for utilities supplied to or consumed on the Leased Premises including without limitation, water and sewer charges and the cost of electricity and gas.

## 8. Maintenance and Repairs; Liens.

(a) Tenant shall, at Tenant's sole cost and expense, be responsible for the management, maintenance, repair and replacement of the Leased Premises throughout the Term, including without limitation, all ordinary, extraordinary, structural, and non-structural repairs and replacements and including lighting, fencing, sidewalks, cleaning, removal of refuse and debris, grass cutting, drainage, and snow removal, such that same are at all times operated in an attractive, clean and safe condition (collectively, "Tenant Maintenance Obligations"). In the event of any casualty, damage, personal injury or death at the Leased Premises coming to the attention of the Tenant, Tenant shall immediately contact Landlord and provide detailed information of such incident.

(b) Tenant shall keep the Leased Premises at all times free and clear of any and all liens under the New Jersey Construction Lien Law arising out of the construction, repair, maintenance or operation of the Leased Premises or otherwise and shall not permit any Notices of Unpaid Balance to be filed against the Leased Premises and if any are filed, Tenant shall cause any lien or claim which could give rise to a lien to be discharged within thirty (30) days after receiving notice of same. In the event that the City of Asbury Park or any other governmental authority imposes any tax, assessment, fee or cost upon the use or operation of the Leased Premises, Tenant shall be solely responsible for payment of same.

(c) Except in *de minimis* quantities as may be reasonably and customarily necessary to support the Permitted Use, neither Tenant nor any Tenant Party shall use, handle, store, treat or transport any materials or substances on, at, to or under the Leased Premises, the Temporary Facilities and/or the Property, that are deemed to be hazardous under any federal, state, or local laws, rules, regulations, ordinances or directives (hereinafter "Environmental Laws"). In the event of a "discharge" (as same is defined under applicable Environmental Laws) during the Term by Tenant or any Tenant Party of a hazardous material or substance on, at, under or emanating from the Leased Premises, or other violation of Environmental Laws not caused by Landlord's acts, Tenant shall, at its sole cost and expense, promptly remediate any environmental contamination caused by such discharge or otherwise remedy any material violation of Environmental Laws to return the Leased Premises to substantially the same condition that existed immediately prior to said discharge. The remediation, upon consent of Landlord, which shall not be unreasonably withheld, conditioned, or denied, may incorporate institutional and engineering controls in accordance with applicable Environmental Laws.

## 9. Insurance.

(a) Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Leased Premises or do or permit anything to be done at the Leased Premises which would (i) violate the requirements of any insurance rating association, (ii) violate any condition imposed by then-effective insurance policies, (iii) result in an increase in insurance rates, or (iv) result in insurance companies of good standing refusing to insure the Leased Premises in amounts reasonably satisfactory to Landlord and Tenant or as required under this Lease.

(b) Throughout the Term, Tenant shall, at Tenant's cost and expense, provide and cause to be maintained the insurance listed below. Tenant may, at its option, elect to provide the insurance described below as part of a comprehensive policy covering other property owned or leased by Tenant or operations of Tenant, so long as the level and amounts of coverage available thereunder are not diminished below the standards set forth herein and the requirements hereof are met.

(1) comprehensive general public liability insurance (including blanket contractual liability coverage) insuring against losses on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by, the condition, use or occupancy of, the Leased Premises by Tenant, and its agents, contractors, employees, licenses, customers, invitees and members of the public. Said insurance shall be carried by a reputable insurance company or companies qualified to do business in New Jersey and having limits of not less than \$2,000,000.00 combined single limit per occurrence and of not less than \$4,000,000.00 in the aggregate;

(2) "special form" insurance (formerly known as "all-risk") insurance covering the improvements to the Leased Premises and/or the Tenant's respective equipment and all other items of personal property of Tenant located on, in or about the Leased Premises and/or the Temporary Facility;

(3) Worker's Compensation Insurance, Employer's Liability Insurance and all other insurance coverage of similar character applicable or relating to the employment of Tenant's officers, employees, agents or independent contractors; and

(c) All insurance policies required to be carried by Tenant pursuant to this Lease shall include the following provisions: (a) that the policy may not be cancelled or materially reduced in amount or coverage without endeavoring to provide at least thirty (30) days' prior written notice by the insurer to each insured and any additional insureds.

(d) Tenant shall provide to the Landlord certificates, and any other evidence reasonably requested, of the policies required to be maintained pursuant to this Lease. Such certificate(s) shall adequately describe and evidence all the provisions set forth in this Section 9. All policies and certificates of insurance provided for under this Lease shall name the Landlord as an additional insured. Landlord acknowledges and agrees that nothing contained herein shall be deemed a waiver of Tenant's immunities at common law and under N.J.S.A. 59:1-1 et seq. (the "Tort Claims Act") as to persons other than Landlord. With respect to Tenant's obligations to Landlord, tenant waives any such rights of immunity granted by statute or common law.

(e) If Tenant fails to maintain the insurance as required herein, the same may be purchased by the Landlord at the expense of the Tenant, and the expense therefor incurred shall be deemed to be additional rent and shall be paid within ten (10) days after rendition of a bill or statement therefor.

(f) Tenant hereby waives any right that it may have against, and hereby releases Landlord and its affiliates, partners, principals, managers, members, officers, agents, employees, stockholders, and servants (collectively referred to herein as the "Landlord Parties")

from any and all liability for loss, damage or injury in or about the Leased Premises except for gross negligence or intentional misconduct of the Landlord Parties.

(g) Whenever any loss, damage, cost or expense is incurred by Tenant and Tenant is covered or required to be covered by insurance. Tenant releases Landlord from any liability it may have and waives any right of subrogation, against Landlord which may otherwise exist.

10. Casualty. In the event that the Leased Premises are damaged by fire or other casualty, either Party shall have the option to terminate this Lease (which election to terminate shall be made within 30 days after the casualty giving rise to such right to terminate). In the event neither Tenant nor Landlord elects to terminate this Lease, Tenant shall reasonably repair, rebuild and restore the damaged portions of any improvements that may be located on the Leased Premises to substantially the same condition that existed immediately prior to said fire or other casualty as soon as practicable using commercially reasonable efforts after the casualty and Tenant's obligations under this Lease shall continue in full force and effect, without modification.

11. Condemnation. In the event all or part of the Leased Premises is taken by eminent domain or conveyed in lieu thereof such that the remainder of the Leased Premises cannot reasonably be used for the Permitted Use, either Party shall have the right to terminate this Lease, and Tenant shall not be entitled to share in any award or compensation paid in connection therewith, provided that, Tenant shall be entitled to relocation costs and related costs provided that same shall not reduce or affect the Landlord's award.

12. Events of Default; Remedies.

(a) Event of Default by Tenant: Any one or more of the following shall constitute an "Event of Default" by Tenant under this Lease:

- (1) Failure by Tenant to maintain the insurance required hereby.
- (2) Failure by Tenant to perform or observe any material provision, covenant or condition contained in this Lease which failure shall continue for a period of ten (10) days after written notice thereof; provided, however, that if the obligation (other than the payment of money when due) is of such nature that more than ten (10) days are required for its performance, then there shall not be deemed to be an Event of Default hereunder if the Tenant shall commence such performance within said ten (10) day period and diligently pursues such cure to completion, but in no event shall such cure period exceed ninety (90) days.
- (3) Institution of bankruptcy proceedings by or against Tenant which are not withdrawn or dismissed within ninety (90) days after the institution of said proceedings.
- (4) Any transfer of Tenant's rights under this Lease by assignment, sublease or other means, except as permitted pursuant to Section 5(b).

In the event that Tenant commits, or allows to occur, an Event of Default which is not cured (assuming the Event of Default is curable), the Landlord shall have the right

to immediately terminate this Lease and shall also have all rights and remedies provided herein and at law and in equity, except for consequential damages. All remedies herein set forth (or provided by law) shall be cumulative and not exclusive and may be pursued simultaneously or separately and in such order or combination as Landlord so elects.

(b) Event of Default by Landlord: The following shall constitute an “Event of Default” by Landlord under this Lease: Failure by Landlord to perform or observe any material provision, covenant or condition contained in this Lease which failure shall continue for a period of ten (10) days after written notice thereof; provided, however, that if the obligation is of such nature that more than ten (10) days are required for its performance, then there shall not be deemed to be an Event of Default hereunder if the Landlord shall commence such performance within said ten (10) day period and diligently pursues such cure to completion, but in no event shall such cure period exceed ninety (90) days. In the event that Landlord commits, or allows to occur, an Event of Default which is not cured (assuming the Event of Default is curable), the Tenant shall have all rights and remedies provided at law and in equity, including but not limited to, the right to immediately terminate this Lease. The Tenant may not seek consequential damages. All remedies herein set forth (or provided by law) shall be cumulative and not exclusive and may be pursued simultaneously or separately and in such order or combination as Tenant so elects.

### 13. Indemnification.

(a) Tenant shall indemnify, hold harmless, and defend Landlord and the Landlord Parties against all claims, losses, actions, suits or liabilities for injury or death to any person or for damage to or loss of use of any property, including the Leased Premises (collectively “Claims”) arising out of any occurrence in, on, near or about the Leased Premises and/or the use of the Leased Premises (including the coming and going of employees and/or invitees of Tenant), unless caused solely or in part by the gross negligence or intentional misconduct of the Landlord and/or a Landlord Party or the material breach by any of Tenant’s obligations under this Lease. Such indemnification shall include and apply to reasonable attorneys’ fees and other reasonable costs actually incurred by Landlord. Tenant shall further indemnify, defend and hold harmless Landlord and the Landlord and the Landlord Parties from and against any and all Claims arising from any breach or default in the performance of any obligation on Tenant’s part to be performed under the terms of this Lease. This Lease is made on the express condition that Landlord shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause, in any way connected with the condition, use, safety or occupancy of the Leased Premises unless caused solely or in part by the gross negligence or intentional misconduct of the Landlord and/or a Landlord Party, unless and until such gross negligence or intentional misconduct on the part of Landlord or a Landlord’s Party is established by a final and unappealable judgment of a court of competent jurisdiction, Tenant’s indemnity obligations shall remain in full force and effect.

(b) As to any matter for which Tenant is required to defend and/or indemnify Landlord and as to any party required herein to be named as an additional insured, any insurance maintained or provided by Tenant (i) shall be primary in relation to any other insurance maintained by or available to Landlord, (ii) shall not require Landlord to tender any claim to its

own insurance or to any other insurance available to Landlord, and (iii) shall provide that the insurer will not seek contribution from any other insurance available to Landlord.

14. Subordination/Estoppel.

(a) This Lease is subject and subordinate to any mortgage or deed of trust that may now or hereafter encumber the Property, and to all renewals, modifications, consolidations, replacements and extensions thereof. Although not a condition precedent to the effectiveness of this Section, Tenant, upon request from Landlord shall execute and deliver documentation evidencing that this Lease is in fact subordinate to any specific mortgage or deed of trust which might hereafter encumber the Property.

(b) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) the Effective Date and Commencement Date; (ii) the date the Term expires; (iii) that this Lease is in full force and effect and unmodified (or if modified, stating the modifications); (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating the nature of the default); and (v) such other matters as may be reasonably required by Landlord pertaining to the Lease, to the extent that Tenant has personal knowledge of such matters. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Any such statement may be given to and relied upon by any prospective purchaser or lienor of the Leased Premises and/or Property.

15. Entire Contract. This Lease, contains the entire contract between the Parties hereto with respect to the subject matter hereof and there are no understandings, promises, representations or warranties, oral or written, relating to the subject matter of this Lease, which exist or bind any of the Parties hereto, their respective heirs, executors, administrators, successors or assigns, except as set forth herein. No amendment, change, addition to this Lease or approval required under this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both Parties.

16. Governing Law, Forum Selection, and Waiver of Jury Trial /No Presumption Against Draftsman. The Parties agree that this Lease shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably consents and submits to the jurisdiction of the Superior Court of New Jersey, Monmouth County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Lease and the transactions contemplated thereby. Each Party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The Parties further agree that any claims relating to or arising out of this Lease and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury. No presumption shall be deemed to exist in favor of or against either Party hereto as a result of the preparation or negotiation of this Lease.

17. Notices. All notices or other communications hereunder shall be in writing and deemed to have been properly given (a) upon delivery, if delivered in person, or (b) one (1) business day after having been deposited for overnight delivery with any reputable overnight

courier service addressed as set forth below or as such party may from time to time designate by written notice to the other party:

If to Landlord:

ASBURY PARTNERS, LLC AND CAJUN FISH HOLDINGS, LLC  
1089 Ocean Avenue, 3<sup>rd</sup> Floor  
Asbury Park, New Jersey 07712  
Attention: Brian Cheripka, Authorized Signatory

With a copy to:  
Gibbons P.C.  
141 West Front Street, Suite 240  
Red Bank, New Jersey 07701  
Attn: Jennifer Phillips Smith, Esq.

If to Tenant:

The City of Asbury Park  
One Municipal Plaza  
Asbury Park, New Jersey 07712  
Attention: City Manager

With a copy to:  
Maraziti Falcon, LLP  
240 Cedar Knolls Road, Suite 301  
Cedar Knolls, New Jersey 07927  
Attention: Joseph J. Maraziti, Jr., Esq. and Joanne Vos, Esq.

18. Landlord's Right to Enter Leased Premises. Landlord may, upon prior notice to Tenant at reasonable times, (but in no event shall it be obligated to) enter the Leased Premises to inspect it, to cure any Tenant default that Tenant has failed to cure or attempt to cure in accordance with the provisions hereunder, to make emergency repairs or alterations, show it to potential buyers and lenders, and for purposes of performing due diligence in connection with a potential sale of the Property and/or Leased Premises. Such notice must be provided in writing or by electronic mail, at least 48 hours prior to entry.

19. Failure to Strictly Enforce Terms; Waiver. The failure of either Party to enforce any of the provisions of this Lease shall not be considered a waiver of that provision or the right of the Party to thereafter enforce the provision. No waiver of any provision hereof shall be effective unless in writing signed by the Party alleged to have waived such provision. Any single waiver shall not operate to waive subsequent or other defaults. Nothing contained here shall constitute a waiver of any rights that either Party may have against the other.

20. Cure. If either Party does not comply with and materially perform their obligations set forth herein, either Party may, if that Party so elects, upon reasonable notice to the

other Party (except in the event of an emergency) carry out and perform such conditions and covenants at the cost and expense of the other Party and the expense therefor incurred shall be paid within ten (10) days after rendition of a bill or statement therefor; provided however, that the defaulting party shall have failed to cure any such non-compliance in accordance with Paragraph 12 hereunder.

21. Surrender of the Leased Premises. Upon the expiration or earlier termination of the Lease, Tenant shall surrender the Leased Premises to Landlord in good order and condition, in compliance with Tenant's obligations hereunder, excepting only ordinary wear and tear. Tenant shall be unconditionally obligated to remove: (a) any temporary or permanent facilities installed by Tenant; (b) all above ground and underground utility connections leading to or from such facilities that were installed by, or on behalf of, Tenant; and (c) all debris, rubbish and waste. Furthermore, upon the expiration or earlier termination of the Lease, Tenant shall restore the Leased Premises to substantially the same condition that existed prior to this Lease. All property of Tenant remaining on the Leased Premises after Tenant's surrender of the Leased Premises shall be deemed abandoned and at Landlord's election may either be retained by Landlord or may be removed from the Leased Premises at Tenant's expense. If any locks are installed at the Leased Premises, Tenant shall deliver to Landlord all keys for same.

22. Captions. The headings of the various Sections of this Lease are inserted for reference only and shall not have the effect of modifying or amending the express terms and provisions of this Lease.

23. Representations and Warranties.

Tenant hereby makes the following representations and warranties: (i) Tenant has the legal power, right and authority to enter into this Lease, to consummate the transaction contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder; (ii) upon the approval by Tenant of this Lease, all requisite action will have been taken by Tenant and all requisite consents have been obtained in connection with the entering into this Lease, and the consummation of the transaction contemplated hereby; and (iii) this Lease is duly executed by Tenant, and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which Tenant is a party.

Subject to the provisions of Paragraph 5, Landlord hereby makes the following representations and warranties: (i) Landlord has the legal power, right and authority to enter into this Lease, to consummate the transaction contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder; (ii) upon the approval by Landlord of this Lease, all requisite action will have been taken by Landlord and all requisite consents have been obtained in connection with the entering into this Lease, and the consummation of the transaction contemplated hereby; and (iii) this Lease is duly executed by Landlord, and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which Landlord is a party.

24. Counterparts. This Lease may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord and Tenant have executed this Lease effective as of the date of the Lease set forth above.

LANDLORD:

ASBURY PARTNERS, LLC

By: \_\_\_\_\_  
Name: BRIAN A. CHERIPKA  
Title: AUTHORIZED SIGNATORY

CAJUN FISH HOLDINGS, LLC

By: \_\_\_\_\_  
Name: BRIAN A. CHERIPKA  
Title: AUTHORIZED SIGNATORY

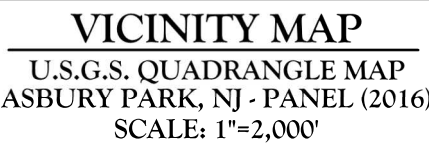
TENANT:

CITY OF ASBURY PARK

By: \_\_\_\_\_  
Name: JOHN MOOR  
Title: MAYOR

**EXHIBIT A (to Lease)  
Leased Premises**

Attachment: Lease (2023-45 : Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Authorizing Th





**Asbury Park, New Jersey  
ORDINANCE NO. 2023-46**

**ORDINANCE CONSTITUTING THE 2023 TRANSPORTATION UPDATE FOR THE  
CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING CHAPTER 7,  
ENTITLED “TRAFFIC,” OF “THE CODE OF THE CITY OF ASBURY PARK.”**

**WHEREAS**, the City of Asbury Park (the “City”) has previously established certain regulations concerning time limitations for parking at certain locations and taxi stands within the City; and

**WHEREAS**, the previous regulations as referenced above are codified in Chapter 7, entitled “Traffic,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”), and shall be collectively referenced herein as the “prior regulations”; and

**WHEREAS**, since adoption of the prior regulations, the parking and traffic conditions (including those relating to taxi and rideshare stands) have been evaluated by the City’s Parking Committee; and

**WHEREAS**, the Parking Committee has proposed certain revised and new regulations (collectively, the “new regulations”) which are set forth in the attached Exhibit A; and

**WHEREAS**, the Mayor and Council support the proposed new regulations; and

**WHEREAS**, it is the intention of the Mayor and Council to approve and adopt the new regulations and to provide that the revisions set forth in Exhibit A shall amend and supplement the Traffic Control Regulations contained within Chapter 7 of the City Code accordingly.

**NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED**, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the amended parking and traffic regulations as set forth in Exhibit A attached hereto are hereby approved and adopted for use within the City of Asbury Park, and that Chapter 7, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” is hereby amended and supplemented accordingly.

**BE IT FURTHER ORDAINED**, that all other provisions of Chapter 7 of the City Code which are not referenced in this Ordinance and/or the attached Exhibit A shall remain unaffected/unchanged and remain in full force and effect.

**BE IT FURTHER ORDAINED**, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

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

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

I, 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. 2023-46 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

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LISA ESPOSITO  
CITY CLERK

**EXHIBIT A**

Deletions are denoted as strikethrough and additions are underlined.

**§ 7-11.1 Parking Time Limited on Certain Streets and Municipal Property.**

[2000 Code § 7-11.1; Ord. No. 1168 § 2; Ord. No. 2027 § 2; Ord. No. 2043 § 1; Ord. No. 2075 § 1; Ord. No. 2094 § 1; Ord. No. 2122 § 1; Ord. No. 2129 § 1; Ord. No. 2204 § 1; Ord. No. 2289 § 1; Ord. No. 2352 § 1; Ord. No. 2376; Ord. No. 2605; Ord. No. 2874; Ord. No. 2906; Ord. No. 2936; Ord. No. 2982; Ord. No. 3001; Ord. No. 2015-15; Ord. No. 2015-20; Ord. No. 2015-51; Ord. No. 2017-14; Ord. No. 2017-26; Ord. No. 2017-42; Ord. No. 2018-23; Ord. No. 2018-28; amended 5-8-2019 by Ord. No. 2019-18; 4-14-2021 by Ord. No. 2021-12; 12-8-2021 by Ord. No. 2021-38; 6-8-2022 by Ord. No. 2022-9]

No person shall park a vehicle for longer than the time limit between the hours listed on any day (except Sundays and public holidays) upon any of the streets or parts of streets and municipal property as described.

| Parking Time Limited on Certain Streets and Municipal Property |       |                        |            |                                                                                                                                           |
|----------------------------------------------------------------|-------|------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Street                                                 | Sides | Hours                  | Time Limit | Location                                                                                                                                  |
| Cookman Avenue                                                 | South | 9:00 a.m. - 12:00 a.m. | 15 minutes | Beginning at a point 36 feet west from the southwest corner of Bond Street and Cookman Avenue and extending 22 feet west therefrom        |
| Cookman Avenue                                                 | North | 9:00 a.m. - 12:00 a.m. | 15 minutes | Beginning at a point 26 feet east from the northeast corner of Bond Street and Cookman Avenue and extending 22 feet east therefrom        |
| Emory Street                                                   | East  | 9:00 a.m. - 12:00 a.m. | 15 minutes | Beginning at a point 30 feet north of the north eastern corner of Cookman Avenue and Bond Street and extending 20 feet north therefrom    |
| Grand Avenue                                                   | West  | 9:00 a.m. - 12:00 a.m. | 15 minutes | Beginning at a point 30 feet south from the northeast corner of Summerfield Avenue and Grand Avenue and extending 20 feet south therefrom |

### Parking Time Limited on Certain Streets and Municipal Property

| Name of Street                             | Sides           | Hours                            | Time Limit            | Location                                                                                                                                                      |
|--------------------------------------------|-----------------|----------------------------------|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <del>Grand Avenue [Ord. No. 2018-28]</del> | <del>West</del> | <del>8:30 a.m. — 3:30 p.m.</del> | <del>15 minutes</del> | <del>Beginning at a point 25 feet north of the northwest corner of Grand Avenue and Sewall Avenue and extending north 65 feet along with west curb line</del> |
| Lake Avenue                                | north           | 9:00 a.m. - 12:00 a.m.           | 15 minutes            | Beginning at a point 142 feet east of the north eastern corner of Bond Street and Lake Avenue and extending 20 feet east therefrom                            |
| Lake Avenue                                | north           | 9:00 a.m. - 12:00 a.m.           | 15 minutes            | Beginning at a point 33 feet west of the north western corner of Emory Street and Lake Avenue and extending 20 feet west therefrom                            |
| Lake Avenue                                | north           | 8:00 a.m. - 5:00 p.m.            | 15 minutes            | Beginning at a point 300 feet west of the north western corner of Emory Street and Lake Avenue and extending 24 feet west therefrom                           |
| Mattison Avenue                            | North           | 9:00 a.m. - 12:00 a.m.           | 15 minutes            | Beginning at a point 36 feet east from the northeast corner of Bond Street and Mattison Avenue and extending 22 feet east therefrom                           |
| Summerfield Avenue                         | South           | 7:00 a.m. - 5:00 p.m.            | 15 minutes            | Beginning at a point 25 feet east from the southeast corner of Emory Street and Summerfield Avenue and extending 20 feet east therefrom                       |
| Summerfield Avenue                         | South           | 7:00 a.m. - 6:00 p.m.            | 15 minutes            | Beginning at a point 25 feet east from the southeast corner of Summerfield Avenue and Main Street and extending 65 feet east therefrom                        |

Attachment: Exhibit A to Asbury Park 2023 Transportation Update Ordinance (Chapter 7. Traffic) (12339113xA1E35) (2023-46 : Ordinance

### Parking Time Limited on Certain Streets and Municipal Property

| Name of Street                    | Sides    | Hours                 | Time Limit | Location                                                                                                                                  |
|-----------------------------------|----------|-----------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Summerfield Avenue                | South    | 7:00 a.m. - 6:00 p.m. | 15 minutes | Beginning at a point 25 feet west from the southwest corner of Summerfield Avenue and Memorial Drive and extending 40 feet west therefrom |
| Transportation Center Parking Lot | 2 spaces | 8:00 a.m. - 5:00 p.m. | 15 minutes | First two central parking spaces adjacent to Springwood Avenue                                                                            |

### § 7-29 TAXI AND RIDESHARE STANDS.

[2000 Code § 7-29]

The locations described are hereby designated as Taxi and Rideshare Stands. No vehicle other than a taxi or a rideshare vehicle actively picking up or dropping off shall be permitted to occupy these locations during the times indicated.

### Taxi Stands

| Name of Street | Location                                                                                                                                                                                                   | Hours |
|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Atkins Avenue  | <del>Beginning at a point 35 feet from the northerly curblin</del><br><del>of Lake Avenue and extending 115 feet north therefrom</del>                                                                     | All   |
| Cookman Avenue | <del>a. Beginning at a point 35 feet from the easterly curblin</del><br><del>of Emory Street and extending to a point 25 feet east therefrom</del>                                                         | All   |
|                | <del>b. Beginning at a point 35 feet from the westerly curblin</del><br><del>of Main Street which would terminate at a point 35 feet east from the easterly curblin</del><br><del>of Park Hall Place</del> | All   |
| Heck Street    | <del>Beginning at a point 35 feet from the northerly curblin</del><br><del>of Lake Avenue and extending to a point 65 feet north therefrom</del>                                                           | All   |
| Lake Avenue    | <del>a. Beginning at a point 35 feet from the easterly curblin</del><br><del>of Heck Street and extending to a point 65 feet east therefrom</del>                                                          | All   |
|                | <del>b. Beginning at a point 35 feet from the easterly curblin</del><br><del>of Kingsley Street and extending 50 feet east therefrom</del>                                                                 | All   |
| Main Street    | <del>East side beginning at a point 35 feet from the southerly curblin</del><br><del>of Asbury Avenue and extending to a point 35 feet south.</del>                                                        |       |
|                | <del>West side beginning at a point 35 feet north of the northerly curblin</del><br><del>of Second Avenue and extending to a point 75 feet north.</del>                                                    |       |
| Press Plaza    | <del>Beginning at a point 35 feet south from the southerly curblin</del><br><del>of Cookman Avenue and extending to a point 25 feet south therefrom</del>                                                  | All   |

## Taxi Stands

| Name of Street                    | Location                                                                                                                                                         | Hours |
|-----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| Transportation Center Parking Lot | Beginning at a point 75 feet from the eastern entrance to the parking lot along the eastern side of the parking lot extending 50 feet north therefrom            | All   |
| Second Avenue                     | Beginning at a point 25 feet from the south westerly corner of Second Avenue and Kingsley Street and extending 50 feet west therefrom.                           | All   |
| Springwood Avenue                 | Beginning at a point 25 feet west from the north westerly corner of the intersection of Springwood Avenue and Atkins Avenue and extending 40 feet west therefrom | All   |

~~Note: Minimum length of taxi stand near intersection is twenty five (25) feet. Adding the sidewalk area of about ten (10) feet to the area where parking is prohibited by State Law would make the starting point approximately thirty five (35) feet from the curbline. Other locations should be at least thirty (30) feet for one (1) taxi and an additional twenty five (25) feet for each additional taxi.~~

No taxi stand may be established in any area where it is prohibited to stand or park pursuant to N.J.S.A. 39:4-136.



**Asbury Park, New Jersey  
ORDINANCE NO. 2023-48**

**ORDINANCE OF THE CITY OF ASBURY PARK AMENDING AND  
SUPPLEMENTING CHAPTER 15, ENTITLED “RENT LEVELING REGULATIONS,”  
OF “THE CODE OF THE CITY OF ASBURY PARK.”**

**WHEREAS**, the City of Asbury Park (the “City”) previously established Chapter 15, entitled “Rent Leveling Regulations,” of “The Code of the City of Asbury Park” (also referenced as the “City Code”); and

**WHEREAS**, the Mayor and Council wish to revise Chapter 15 of the City Code in accordance with the provisions set forth herein.

**NOW, THEREFORE, BE AND IT IS HEREBY ORDAINED**, by the Mayor and City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that Chapter 15, entitled “Rent Leveling Regulations,” of “The Code of the City of Asbury Park” is hereby amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~strikethrough~~):

**Chapter 15. Rent Leveling Regulations**

§ 15-1. Purpose.

The purpose and intent of this chapter is to create reasonable rent leveling regulations in order to control increasing housing cost burdens affecting residential tenants in the City of Asbury Park, while also allowing landlords to achieve a reasonable rate of return. The City Council believes that the within regulations achieve that purpose, and are in the best interests of the health, safety and welfare of the citizens of Asbury Park.

§ 15-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

**BOARD**

Shall mean the Rent Leveling Board.

**CAPITAL IMPROVEMENT**

Shall mean a substantial change in the housing accommodations, such as would materially increase the rental value in a normal market. It shall not include ordinary repair, replacement and maintenance. A "capital improvement" is of such a nature, extent and expense that it benefits the building and the tenants' enjoyment thereof with a degree of permanency. A "capital improvement," to qualify under this chapter as such, must

have a useful life of at least five years.

### **CONSTRUCTION or CONSTRUCTED**

Shall mean constructed, erected or converted but excludes rehabilitation of premises rented previously for residential purposes without an intervening use for other purposes for a period of at least two (2) years prior to conversion. Mere vacancy shall not be considered an intervening use for the purpose of this section.

### **DWELLING or DWELLING UNIT**

Shall mean one (1) or more rooms, designed, occupied, or intended for occupancy as separate living quarters with cooking, sleeping and sanitary facilities provided within the dwelling unit for the exclusive use of a single family maintaining a household.

### **LANDLORD**

Shall mean an owner, lessor, sub-lessor or any other person entitled to receive rent for the use and occupancy of any dwelling unit, or an agent or successor of any of the foregoing.

### **LEASE AGREEMENT**

Means a written agreement between landlord and tenant setting forth the duration of the agreement, the rent to be charged, and such other provisions mutually agreeable to the parties and must include notification to the tenant that the property is subject to rent control. Lease Agreements shall be maintained by the landlord for a period of six (6) years from the effective date of the lease.

### **LIVING AREAS**

Means the amount of total rentable space applicable to any given dwelling unit, measured either in terms of rooms or square footage.

### **NOT VACANT THROUGH UNLAWFUL MEANS**

Shall mean the tenant has not vacated or has been forced to vacate the dwelling involuntarily; that is, due to harassment, duress, wrongful acts or unreasonable pressure from the landlord or his agents. A legal eviction is not an involuntary vacation under this definition. A bona fide written release of the landlord by the tenant with respect to this issue shall be evidence of a voluntary vacancy which may be considered in determinations under this chapter.

### **OFFICER**

Shall mean the Rent Regulation Officer.

### **REGISTRATION FORM**

Shall mean the form filed by the landlord pursuant to this chapter.

### **RENT**

Shall mean any price for the use of a dwelling unit. All charges that are mandatory for the dwelling unit, including but not limited to refurbishment fees, administrative fees, mandatory parking fees, sewer or water fees, etc., shall be included. Optional charges,

which are chosen by tenants such as pet fees, pool fees, recreation fees, optional parking fees, and the like, shall not be included and shall not be subject to the terms of the chapter. Enforcement fees or security fees such as late fees, bounced check fees, legal fees and costs of court for enforcement of a breach of lease agreement and increases in security deposit are also not considered "rent" for purposes of this chapter. Security deposits and charges for accessories, such as boats, mobile homes and automobiles not used in connection with the dwelling unit, shall not be construed as "rent."

#### **RENT INCREASE, RENT DECREASE, AND RENT ADJUSTMENT**

Shall mean the intent and policy of the governing body to interfere in landlord-tenant relations and legitimate operation ownerships, occupancy and development of real estate, only when necessary to protect the public interest. "Rent increase," "Rent decrease" and "rent adjustments" shall consist in the first instances of the notice sent by the landlord to the tenant, or by the tenant to the landlord, in letter or other form, setting forth the proposed notice of "rent increase," "rent decrease" or other "rent adjustment."

#### **RENT LEVELING BOARD**

Shall mean the body created to hear appeals and undertake such other actions as set forth in Section 15-15 of this Chapter.

#### **RENT REGULATION OFFICER**

Shall mean the person responsible to oversee day to day operations of the policies enacted by this chapter, as well as to take those actions set forth in Section 15-16 of this Chapter.

#### **SERVICE**

Shall mean the provision of light, heat, hot water, maintenance, painting, elevator service, air conditioning, storm windows, screens, superintendent service and any other benefit, privilege or facility connected with the use or occupancy of any dwelling unit.

#### **SUBSTANTIAL COMPLIANCE**

Shall mean that the Asbury Park Department of Code Enforcement has certified the dwelling unit is in compliance with this chapter, is free from all heat, hot water, elevator and all health, safety and fire violations, as well as ninety (90%) percent qualitatively free of all other violations of the Asbury Park Property Maintenance Ordinance, Uniform Construction Code, and the Hotel and Multiple Dwelling Law.

#### **TENANT/SUBTENANT**

Means the regulations that apply to the landlord and tenant under this chapter shall also apply, wherever appropriate, to the "tenant/subtenant" relationship and any other rental tenancy unless otherwise expressly excluded.

#### **§ 15-3. Applicability.**

- a. This chapter shall apply to all ~~rental dwelling units in buildings containing~~ properties on which three (3) or more residential rental dwelling units are located on one parcel as assessed by the municipal tax assessor, inclusive of whether any of the units are owner-

occupied; except for the following exemptions:

1. Motels and hotels.
2. Multiple dwelling units as defined in N.J.S.A. 2A:42-84.1 in a building constructed on or after June 25, 1987 which was not constructed for occupation by senior citizens, for a period of time not to exceed the period of amortization of any initial mortgage loan obtained for the multiple dwelling, or for thirty (30) years following completion of construction, whichever is less. This exemption applies only where an owner has complied with all requirements contained in N.J.S.A. 2A:42-84.1 et seq., including the filing with the municipal construction official required by N.J.S.A. 2A:42-84.4 and the service of a written statement upon the tenant required by N.J.S.A. 2A:42-84.3. This exemption shall not apply to rehabilitated buildings that during their rehabilitation maintained at least two (2) rigid walls and a secured roof.
3. Housing restricted to students by a school, college or similar accredited institution which owns or controls that housing.
4. Dwellings in any building containing two (2) or fewer dwelling units.
5. Dwellings which are owner-occupied for not less than six (6) months per year.
6. Dwelling units licensed as a rooming or boarding home by the New Jersey Department of Community Affairs.
7. Dwelling units licensed as a group home by the New Jersey Department of Community Affairs.
8. Dwelling units licensed as an emergency shelter for the homeless by the New Jersey Department of Community Affairs.
9. Dwellings in a building that is completely vacant on or before and since June 1, 2021, provided that said building did not become vacant through unlawful means which can be attributed to the applicant for this exemption. In order to qualify for this exemption, the building vacant since June 1, 2021, must be registered by an applicant with the Rent Regulation Officer, on forms provided by said Officer, before the renting of dwelling units within the vacant building. After the first rental, such dwelling units shall be exempt from initial rent or lease agreement, but all subsequent rents shall be subject to the provisions of this chapter.
10. Dwellings which are restricted to low-, moderate- or middle-income households via affordability controls, such as but not limited to a deed restriction or funding restriction.
11. Dwellings in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged.

12. Any dwelling for which a landlord has successfully obtained a short-term rental permit pursuant to the City of Asbury Park's Short-Term Rental (STR) Ordinance, § 13-1300.
- b. A dwelling being rented for the first time shall not be restricted in the initial rent charged. Any subsequent rental increases, however, shall be subject to the provisions of this chapter.

§ 15-4. Rental Registration.

- a. All landlords of dwellings which are subject to the provisions of this chapter shall initially file with the Rent Regulation Officer, by February 1, 2022 and annually thereafter, by February 1 of the then current year, a complete and updated DCA Multiple Dwelling Registration or Landlord Registration Form, as well as a Tenant Lease Property Information Form (and any necessary supporting information).
  1. Landlord Registration Form. The Landlord Registration Form shall include, at a minimum, the following:
    - (a) Full name, address, mobile phone number and email [address](#) of the landlord;
    - (b) If an entity, the Registered Agent;
    - (c) Full name, address, [email address](#) and mobile phone number of president/managing member, if applicable;
    - (d) This form will collect data including, but not limited to, personal contact information of all individuals that have an ownership, financial or management interest for all entities and principals for the property subject to this chapter;
    - (e) Name and phone number of Superintendent, if applicable;
    - (f) All services provided to the building, if applicable;
    - (g) Name and phone number of utility company.
  2. Tenant Lease Property Information Form. The Tenant Lease Property Information Form shall include, at a minimum, the following:
    - (a) Tenant name, phone number, [email address](#) and Unit Number;
    - (b) Number of bedrooms;
    - (c) Square footage;

- (d) Lease Type (Annual/Month-to-Month);
- (e) Lease Start and End Date;
- (f) Base rent;
- (g) Annual Increase Percentage;
- (h) ~~Senior-Citizen (Y/N)~~Annual Rent Increase.

- b. The Rent Regulation Officer may amend all Forms and/or request any additional information necessary to further the purposes of this chapter. Any amendments or additional forms shall be approved by the City Council.

§ 15-5. Transition From Rent Regulation by Preempting Governmental Agency to Regulation of This Chapter.

- a. If a contract between a landlord and a governmental agency duly provides for that governmental agency to regulate the amount of rent received by that landlord, and if the authority of that governmental agency supersedes the authority of the City of Asbury Park to regulate such rents, then the application of this chapter shall be preempted during the period of governmental agency regulation specified in the contract. Until such a contract begins, and immediately after the contract terminates, this chapter shall continue to regulate such rents. Upon termination of such a contract, the "base rent" for dwelling units under this section shall be the last rent level received by the landlord prior to the termination of the preemptive governmental agency regulation.

§ 15-6. Precedence of Ordinance.

- a. Should a lease entered into subsequent to the effective date<sup>[1]</sup> of this chapter between a landlord and a tenant prove to be in conflict with the within Rent Leveling regulations, the within regulations shall take precedence where the within regulations are more restrictive.

§ 15-7. Rent Increase.

- a. Establishment of rents between landlord and tenant in a dwelling unit to which this chapter is applicable shall hereafter be determined by the provisions of this chapter.
- b. At the expiration of a lease or at the termination of the lease of a periodic tenant, no landlord may request or receive an increase greater than 3.5%.
- c. The rent resulting from the imposition of any increase provided hereunder may be rounded to the nearest dollar with regard to the final step of calculation only. Calculation of percentages shall be calculated out two decimal points only and then dropped and not rounded.
- d. No landlord shall request or receive more than one annual rental increase during a 12 month period per dwelling unit unless said dwelling becomes vacant through lawful

means.

- e. The allowable annual increase will not be permitted if the dwelling is not in substantial compliance and/or if the landlord has not met the rental registration requirements as specified in this chapter.
- f. Any rental increase at a time other than at the expiration of a lease or termination of the periodic lease shall be void. Any rental increase in excess of that authorized by the provisions of this chapter shall be void. Determinations under this section shall be made by the Board.

#### § 15-8. Vacancy Decontrol.

- a. Upon the voluntary, uncoerced or court authorized termination of a tenancy, during or at the end of any lease, the rent shall be decontrolled and the rent may be raised by the landlord without regard to the limitations imposed by this chapter, subject to the provisions set forth below. The rent to be charged to a new tenant, as well as the rent previously charged for the same space, shall be reported to the Rent Regulation Officer [via an application for a Certificate of Rental Compliance](#) ~~within 25 days of renting the space~~. Upon being re-rented, the rental space shall be considered recontrolled to the same extent and under the same conditions as any space originally controlled.
- b. Failure to report the information required within the 25 days specified shall result in the rental space remaining controlled to the same extent and under the same conditions as if it had not been vacant and any rental charged the new tenant in excess of that controlled rate shall be void.
- c. Any property which has received a hardship rent increase, as provided in Section **15-10** of this chapter, shall be prohibited from receiving a vacancy decontrol increase in rent for a period of three years.

#### § 15-9. Tax Appeal; Reduction.

- a. In the event a tax appeal is taken by the landlord and the landlord is successful in the appeal and the tax is reduced, the landlord shall remit, and the tenant shall receive 50% of the reduction as applied to its tax portion, after deducting all expenses incurred by the landlord in prosecuting the appeal.
- b. A tenant who has resided in a dwelling unit for less than the entire tax year to which a reduction pertains (hereinafter "tax year") shall be entitled to receive a percentage of the tax refund pertaining to his dwelling unit that is equivalent to the percentage of the tax year which the tenant resided in the dwelling unit.
- c. Within 45 days of receipt by the landlord of the monies or the crediting of such monies against the landlord's outstanding taxes, the landlord shall notify and provide each tenant of such tax reduction. The notification shall include the calculations involved in computing the tenant's credit, including the property tax for the dwelling unit before the appeal, the reduced property tax for the dwelling unit after the appeal, the number of

square feet of the dwelling subject to the lease between the tenant and landlord, the tax decrease per square foot of dwelling unit, the number of square feet occupied by the tenant, the credit to which the tenant is entitled, and how it is being credited to the tenant.

- d. The landlord shall provide the Board a copy of the notification to the tenant, including but not limited to the calculation.

#### § 15-10. Appeal by Landlord.

- a. In the event that a landlord cannot receive a fair return after having received the increase provided in this chapter, they may appeal to the Rent Leveling Board for increased rental. The Board may grant a hardship appeal rent increase to meet this requirement. The landlord must provide evidence according to the standards recognized at law for determining fair return. The Board will rely upon the recognized standard that a landlord should receive a net operating income of at least 40% of the gross annual income after deducting reasonable and necessary operating expenses, in the absence of an adequate showing that utilization of this standard will result in an unfair return to the landlord. Operating expenses shall not include mortgage principal or interest payments, depreciation or amortization. Any hardship appeal increase granted by the Board will take the place of the annual permitted rent increase and shall be equally prorated to all units within the structure sixty (60) days after the decision of the Rent Leveling Board, provided that no increase shall take effect with regard to any tenant who has a written lease until the expiration of the lease unless the lease provides otherwise.
- b. Landlord may seek additional surcharges for major capital improvements or services. To qualify for a major improvement surcharge, claimant must show a benefit to the tenant, in the form of improved lifestyle, convenience, ease and/or security. The landlord must notify each tenant of the total cost of the completed capital improvement or service, the number of years of useful life of the improvement as claimed by the landlord for purposes of depreciation for income tax purposes, the cost of the improvement, the total number of square feet to the dwelling or garden apartment complex, the total square feet occupied by the tenant and the capital improvement surcharge he is seeking from each tenant. The landlord seeking a capital improvement or service surcharge shall appeal for the surcharge to the Rent Leveling Board, who shall determine if the improvement is a major improvement and if so, may permit such increase to take place and may direct that the increase shall be collected in equal monthly payments spread over the useful life of the capital improvement. If the increase is granted, it shall not be considered rent and calculated in cost of living increases. In any event, no increase authorized by this section shall exceed 15% of the tenant's rent.
- c. As used in this section:
  - 1. "Fair net operating income" shall mean the amount determined by subtracting reasonable and necessary operating expenses from gross annual income, which amount should not be less than 40% of the gross annual income.
  - 2. "Gross annual income" shall mean all income resulting directly or indirectly from the operation of a property or building such as all rent received or collectable,

including any rent from a less than arm's length transaction, the landlord's share of interest on security deposits, all earnings from commission, vending machines, late fees, pet fees, parking fees, pool fees, key charges, finder's fees, amount received from successful tax appeals, income from rebates, tax surcharges, capital improvement surcharges, computed in accordance with the provisions and limitations of this section.

3. "Reasonable and necessary operating expenses" includes all expenses incurred and paid by a landlord necessary to the operation and maintenance of the residential rental property during the period reflected in the income computed in this section, excluding mortgage, principal or interest payments, depreciation or amortization, computed with these limitations:
  - (a) Taxes shall be limited to amounts actually paid, including those in escrow for appeal;
  - (b) Repairs and maintenance shall be limited to arm's length transactions and shall be reasonable and necessary. Cost of service contracts shall be prorated over the period covered. Painting shall be prorated at a period of three years for the interior of dwelling units or five years for the exterior and common areas;
  - (c) Purchase of new equipment shall be reflected and prorated over the useful life of the item;
  - (d) Legal and auditing expenses shall be limited to reasonable and necessary costs of the operation of the property;
  - (e) Management fees shall be limited to actual services performed, such as the resident manager's salary, telephone expenses, postage, office supplies, stationery, and the value of the apartment provided if included in income. In no event shall management fees exceed 5% of the first \$50,000 of gross maximized annual income, 4 1/2% of the next \$25,000, 4% of the next \$100,000, 3 1/2% of the next \$100,000, and 3% of any amount over \$275,000;
  - (f) Salaries not included in management fees shall be limited to actual services performed and reasonable for similar position in the area, including rental value, if included in income and expenses and wages and benefits paid;
  - (g) Advertising shall be actual costs that are reasonable to insure occupancy only;
  - (h) Utilities such as gas, electric, water and oil, shall derive from arm's length transactions, and the landlord shall demonstrate that all reasonable efforts

to conserve energy and fuels have been used;

- (i) Insurance costs shall derive from all arm's length transactions prorated over item of policies;
- (j) The history of the income and expense shall be consistent with the application or fully documented as to any changes.
- (k) No attorney's fees, expert fees, permit fees, parking fees, accountant's fees nor application fees incurred by a landlord in connection with any application to the Board shall be included in determining whether a landlord is entitled to any rent increases.

d. In any such application for a hardship appeal increase, the landlord shall specifically submit adequate proof to demonstrate the following:

- 1. The landlord is an efficient operator of the residential rental property; and
- 2. The dwelling unit(s) is in a safe and sanitary condition and in substantial compliance with State Health Codes and the Property Maintenance Code; and
- 3. There are no outstanding property taxes and water and sewer charges or other outstanding municipal fees relating to the subject property.

The Board may temporarily withhold further consideration of the appeal until the landlord has corrected any deficiency relating to any of the items specified above.

e. If after a full hearing, the Rent Leveling Board shall determine that the landlord is in full compliance with the provisions of this article, it may permit a rental increase sufficient to reestablish the 60% relation of reasonable and necessary operating expenses to the 40% fair net operating income. Any increases shall be equally prorated to all of the affected units within the structure or on the property, upon 30 days notification after the Board has approved the hardship appeal increase.

f. Reasonable rate of return.

- 1. In determining rent increases under this section, the Rent Leveling Board shall consider whether the rent increase permitted by this section provides the landlord with a just and reasonable rate of return. The Rent Leveling Board shall be guided in its determination by whether the rental increase will result in a rate of return which is sufficiently high so as to:
  - (a) Encourage good management, including adequate maintenance of services;
  - (b) Furnish reasonable reward for efficiency to the landlord; and

(c) Enable landlords to maintain and support their credit.

- g. If the Rent Leveling Board determines that the rental increase does not provide the landlord with a fair and reasonable rate of return, as defined herein, the Rent Leveling Board shall have the authority to appropriately adjust the rental increase to provide the landlord with a fair and reasonable rate of return.
- h. Any property owner that receives a hardship appeal increase pursuant to this Section may not apply for vacancy decontrol for three (3) years, measured from the date of approval of the hardship appeal increase.

#### § 15-11. Limitation on Increases.

- a. Since an immediate rent increase of more than 20% above the prior monthly rent paid by an existing tenant may be considered unconscionable and imposes a hardship on a tenant, the Rent Leveling Board shall not grant increases exceeding 20% in any one year for any tenant.
- b. For the purpose of determining whether the rent increase exceeds 20% of the monthly rent, all increases in monthly payments by the tenant occurring within 12 months prior to the effective date of the increase shall be added to determine if that amount exceeds 20% of the prior monthly rent.

#### § 15-12. Rent Rebate.

- a. The landlord shall rebate to the tenant any amount of rent collected in excess of that permissible pursuant to the terms of this chapter by crediting the tenant over a period not to exceed three months with the amount of excess rent paid, or in the event the tenant is no longer in occupancy, by refunding within a one month period. This provision is not intended to preclude a tenant from seeking judicial remedies under statutory or common law. If a landlord fails to return any excess collected rent to their tenant within the aforementioned relevant time periods, they will be liable to their tenant for double the unreturned balance plus attorney's fees and costs.

#### § 15-13. Notice to Tenants.

- a. Any landlord seeking an annual rent increase, a lease renewal or an agreement to extend or renew leases shall provide notice of said action in writing to the tenant at least 60 days prior to the effective date of increase renewal, extension or other action. The landlord shall also send a separate notice by certified mail/return receipt requested or personal service to each tenant at least 60 days prior to the proposed date of any hardship appeal increase or capital improvements increase, which notice shall include a copy of the application, including all exhibits supplied in connection with it. No tenant shall be required to sign any such rent increase notice, renewal or agreement to extend or renew lease until such tenant has had the opportunity to review the documents for a period of five business days.
- b. Prior to any such hardship appeal to the Board for an increase or capital improvements increase, a landlord must post in the lobby of each building, or if no lobby is present, in a

conspicuous place in and about the premises a notice of the appeal setting forth the basis for the appeal. The notice must be posted for at least 15 business days prior to the proposed date of appeal. The landlord shall also send a separate notice by certified mail/return receipt requested or personal service to each tenant at least 15 business days prior to the proposed date of the hardship appeal, which notice shall include a copy of the complaint filed or application, including all exhibits supplied in connection with the appeal, and the date, time and place that the hardship appeal will be heard.

- c. Notice shall minimally include the following: the calculations involved in computing the increase, the allowable and rental increase (if applicable), the previous year's rent, and evidence that the dwelling unit is in substantial compliance.

#### § 15-14. Standard of Service.

- a. During the term of the tenancy, the landlord shall maintain the same standards of service, maintenance, furnishings and equipment in the dwelling unit and dwelling as required to do by law or lease at the date the lease was entered into. In the event that the landlord fails to provide such service, tenants may petition the Rent Leveling Board for a reduction in rent, credit for reduced services and/or right of reimbursement in cases where the tenant cannot receive a benefit through credits.
- b. Disclosure Statement.
  - 1. Every landlord subject to the provisions of this chapter shall be required to provide to each tenant a Disclosure Statement, which shall be obtained from the Rent Regulation Officer, or from the City's website. The Disclosure Statement shall include a description of the tenant's rights under this chapter; and an acknowledgement by the landlord advising the tenant of the Truth-in-Renting Act, N.J.S.A. 46:8-43 et seq., and the statement/booklet prepared therein, which can be obtained from the New Jersey Department of Community Affairs Division of Codes and Standards, Landlord-Tenant Information Service, P.O. Box 805 Trenton, New Jersey 08625. The landlord shall post the Disclosure Statement, in a conspicuous place, in the common area of the building;
  - 2. The Disclosure Statement is to be signed and dated by the tenant and filed by the landlord with the Rent Regulation Officer. In the absence of a Disclosure Statement that is signed and dated by the tenant, a landlord may also establish proof of service of the Disclosure Statement by filing both a copy of the Disclosure Statement and a receipt indicating that the Disclosure Statement was delivered and received by the tenant via certified mail.
  - 3. The Rent Regulation Officer shall be authorized to prepare and revise the Disclosure Statement as needed in an effort to comply with the intention and purpose of this Section. Any revised Disclosure Statement shall be approved by the City Council.

#### § 15-15. Rent Leveling Board.

a. Rent Leveling Board Created.

1. There is hereby created a Rent Leveling Board, also referenced as the "Board", under the direction and supervision of the Department of Finance or other Department as designated by the City Manager of the City of Asbury Park. The Board shall be subject to the Open Public Meetings Act.
2. The Board shall consist of seven regular and two alternate members appointed by the Municipal Council via resolution. The regular members of the Board shall consist of not less than two tenants and not less than two landlords. All members shall be either a resident of the City of Asbury Park and/or an owner of property in the City of Asbury Park. Alternate members shall be designated at the time of appointment as "Alternate No. 1" and "Alternate No. 2." Alternate members may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote.
3. The initial appointments of regular and alternate board members shall be for a term to expire on 12/31/21. Thereafter, the terms of the regular members of the Rent Leveling Board shall be staggered with two members serving three year terms, two members serving two year terms, and three members serving one year terms. All terms of regular members thereafter shall be for three years each. The terms of the alternate members, after the initial appointment, shall be staggered with one member serving for a two year term and one member serving for a three year term. All terms of alternate members thereafter shall be for three years each.
4. A quorum for a hearing shall consist of not less than four members.
5. One member shall be elected chairperson for a one year term at the first meeting of the calendar year by the Board members. One member shall be elected vice-chairperson for a one year term at the first meeting of the calendar year by the Board members.
6. Decisions of the Board may be rendered by a majority of members present, so long as the Board has a quorum.
7. No Board member shall be permitted to act on any matter in which he has either directly or indirectly any personal or financial interest.
8. Municipal Council may remove any member of the Board for cause upon written charges served upon the member after a hearing thereon at which the members shall be entitled to be heard and represented by counsel.
9. A vacancy during the term of any member shall be filled for the unexpired portion

thereof only in the same manner as the initial appointment.

10. Candidates for the positions of Rent Leveling Board member and Rent Regulation Officer shall submit a verified statement listing all of their interests and dealings in real property, including but not limited to the ownership, sale, rental or management thereof, employment, and their investment in, membership in or association with partnerships, corporations, joint ventures, groups, associations, syndicates or other entities engaged in the ownership, sale, rental or management of real property during the previous three years.
- b. Attendance.
    1. Whenever a member of the Rent Leveling Board has not been present at three consecutive meetings of the Board, then the remaining members of the Board shall determine by a majority vote whether the absence of the member shall be excused pursuant to N.J.S.A. 40A:9-12.1(g). If the failure to attend is due to a legitimate personal concern, such as illness, the member's absence shall be excused. However, if the Board determines that the personal concern is so serious that it may affect the member's continued ability to participate at meetings, then the Board shall request the Municipal Council to determine whether the member is physically or mentally incapable of service pursuant to N.J.S.A. 40A:9-12.1(d). The Municipal Council shall review the Board's request and may replace the Board member. Replacement of the Board member shall be at the sole discretion of the Municipal Council.
  - c. Meetings and Dockets.
    1. The Rent Leveling Board shall determine the schedule of meetings and hearings as is necessary to carry out the provisions of this chapter. Special meetings may be scheduled at the discretion of the Board.
    2. The Rent Leveling Board shall maintain and keep in its office meeting and hearing dockets. The dockets shall list the time, date, place of hearing, the names of the parties involved, the addresses of the dwellings involved, the issues involved, and positions taken, and the final disposition of the petitions heard by the Board.
  - d. Language.
    1. All rules, notices, orders, rulings and regulations of the Rent Leveling Board shall be printed in English and Spanish. Information disseminated to the public by the Board shall be disseminated in English and Spanish. At the request of a Board member or involved party, provision shall be made for concurrent oral translation into Spanish of any hearings or meetings of the Board.
  - e. Rights and authority of the Board.

1. The Rent Leveling Board shall have the right to exercise, in addition to other powers herein granted, all powers necessary and appropriate to carry out and execute the purpose of this chapter, in the hearing of all matters brought before it by the Rent Regulation Officer, including the right to the exercise of equitable authority to depart from the strict interpretation of the provisions of this chapter in instances where justice and fairness requires equitable intervention. Equitable authority should only be exercised in truly exceptional circumstances where justice and fairness so demand.
2. These powers of equity do not permit the Rent Leveling Board to act in contradiction to the purposes of this chapter nor in an arbitrary, capricious or unreasonable manner. Notwithstanding this general power of equity, the Rent Leveling Board shall also have the following powers:
  - (a) To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this chapter, with regard to hearings that are brought before it by the Rent Regulation Officer, provided said rules and regulations are not in conflict with this chapter or State statute, and which rules and regulations shall have the force of law until revised, repealed or amended from time to time by the Board in the exercise of its discretion, provided that such rules are filed with the Municipal Clerk.
  - (b) To supply information and assistance to landlords and tenants, including but not limited to documents regarding tenant protection, to help them comply with the provision of this chapter, municipal code, and State law and regulations.
  - (c) To hold hearings and adjudicate applications and complaints from landlord/tenants pursuant to this chapter. Said Board shall give both landlord and tenant reasonable opportunity to be heard before making any determination, with or without counsel. All determinations shall be in writing with copies to any parties of record.
  - (d) To require the production of books, records, tax returns, balance sheets, profit and loss statements and such other records as the Board may require and deem necessary for its determination.
  - (e) To authorize the issuance of subpoenas.
3. Any tenant filing a complaint with the Rent Leveling Board against the landlord shall be required to sign a complaint and appear before the Board to give testimony as requested by the Board. The landlord and/or his representative upon due notice shall be required to appear and give testimony. Any tenant appearing before the Board may select someone to represent them who need not be an attorney provided the person representing the tenant is authorized to do so in

writing.

f. Appeals of Rent Leveling Board Decisions.

1. Any determination of the Rent Leveling Board shall be deemed a final determination by the City. Either the landlord or tenant may appeal the findings of the Rent Leveling Board to the Law Division of the Superior Court in accordance with New Jersey Court Rules.

§ 15-16. Staff.

- a. Rent Regulation Officer. The position of Rent Regulation Officer, in the Department of Community Development, is hereby created, and the individual serving in this position shall be compensated based on existing salary controls and provisions within the Department. The Rent Regulation Officer shall be under the direction and supervision of the Director of Community Development, or their designee.

1. The duties of the Rent Regulation Officer shall be as follows:

- (a) To require, obtain, keep and maintain all relevant records and other data and information.
- (b) To supply information and assistance to landlords and tenants and to bring together tenants and landlords in formal conferences and suggest resolutions of conflicts between them in order to assist them in complying with the provisions of this chapter.
- (c) To ensure compliance by the landlord and tenants with the provisions of this chapter.
- (d) To remedy violations of this chapter as provided by this chapter.
- (e) To accept, process, investigate and determine complaints from tenants as provided for in this chapter.
- (f) To accept, process, review and investigate applications from landlords as provided for in this chapter.
- (g) To coordinate and supervise all staff associated with the operation of this ordinance.
- (h) To attend all meetings of the Rent Leveling Board.
- (i) To prepare meeting agendas for the Board in consultation with the Chair.
- (j) To review Rent Information Forms and applications by tenants and landlords to confirm conformity with this chapter and to obtain additional

documentation as necessary.

2. Any person aggrieved by a determination of the Rent Regulation Officer may appeal to the Rent Leveling Board, which may sustain, vacate, modify or reverse said determination. An appeal shall be filed no later than 45 calendar days after the date that the determination is issued. The appeal shall be in the form detailed herein, and shall be accompanied by the fee as set forth in this chapter.
  3. Upon receipt of the appeal setting forth in detail the grounds for the appeal of a determination by the Rent Regulation Officer and the required fee, the matter shall be placed upon the Rent Leveling Board agenda within 60 days of receipt. During the pendency of the appeal, the rent for the subject unit shall be the rent as established by the Rent Regulation Officer.
- b. Additional Staff. Additional staff, as needed, shall be hired or designated by the City Manager and compensated based on existing salary controls and provisions within the relevant Department.
  - c. Special Counsel. The Mayor and Council may appoint special counsel to advise the City regarding the implementation of this chapter, and to provide legal services to the Rent Regulation Officer and the Board. Special counsel will serve under the direction and supervision of the Mayor and Council, the City Manager and their subordinate designees.

#### § 15-17. Fees for Application and Proceedings.

- a. The following fees shall apply to all applications or other proceedings of the Rent Leveling Board and Rent Regulation Officer. Each of the following fees shall be per dwelling unit:
  1. Building vacant since June 1, 2021: \$20.
  - ~~2. Substantial Compliance Determination: \$25.~~
  - ~~3. Rent Filing Adjustment/Vacancy Decontrol Form: \$10.~~
  - ~~4.~~2. Capital Improvement Increase application: \$50.
  - ~~5.~~3. Hardship Appeal application: \$50.
  - ~~6.~~4. Appeal from Rent Regulation Officer determination to Board: \$20.
- b. A single application may be filed for several apartments in the same building for which similar or substantially identical facts are involved.

#### § 15-18. Violations and Penalties.

- a. A violation of any provisions of this chapter, including but not limited to the making of

any material misstatement of fact to the Rent Leveling Board or Rent Regulation Officer, or a determination by the Rent Leveling Board that a landlord caused a dwelling unit to be vacated by unlawful means or raised a tenant's rent in violation of this chapter, or that a landlord rented to a tenant without filing a Landlord Registration Form for the unit, shall result in the violator being subject to a fine in an amount not to exceed \$2,000 per dwelling unit. The Rent Regulation Officer is hereby authorized to issue charges to be heard in the Municipal Court.

**BE IT FURTHER ORDAINED**, that all other provisions of Chapter 15 of the City Code which are not referenced in this Ordinance shall remain unaffected/unchanged and remain in full force and effect.

**BE IT FURTHER ORDAINED**, that all parts and provisions of any Ordinance which are inconsistent with the provisions of this Ordinance shall be repealed to the extent of such inconsistency.

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

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

I, 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. 2023-48 which was finally adopted by the City Council at a meeting held on the 20th day of December, 2023

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LISA ESPOSITO  
CITY CLERK



Minutes  
Meeting of the Municipal Council  
Wednesday, December 20, 2023  
REGULAR MEETING

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

2023-546 Resolution Authorizing a meeting which excludes the public

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

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

Call to Order/Roll Call

| Attendee Name         | Title             | Status  | Arrived |
|-----------------------|-------------------|---------|---------|
| Angela Ahbez-Anderson | Councilmember     | Present |         |
| Eileen Chapman        | Councilmember     | Present |         |
| Yvonne Clayton        | Councilmember     | Present |         |
| Amy Quinn             | Deputy Mayor      | Present |         |
| John Moor             | Mayor             | Absent  |         |
| 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 6:13 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

**ITEMS TO BE PRESENTED:**

#### Matters from City Council

Council member Ahbez-Anderson stated, Good Evening and Happy Holidays to everyone. The City of Asbury Park has received a score of 100, the highest score possible in the Human Rights Campaign's HRC 2023 Municipal Equality Index, which measures different aspects of LGBTQ+ inclusivity in municipalities around the country. Cities are rated based on non-discrimination laws, the municipality as an employer, municipal services, law enforcement, and leadership on LGBTQ+ equality. For the full press release please visit the City of Asbury Park's website.

Council member Chapman stated, I just want to thank everyone in Asbury Park who helped to make this season beautiful and great for so many people; our staff at DPW for the gorgeous decorations; staff and chamber for the beautiful Christmas Tree lightings, our police department who took so many of our children out holiday shopping. There is just so many people to thank, Community Karma for their backpack drive which impacted over 700 families. All the faith leaders who have provided food and clothing throughout the season as well. There are just too many people to name, but also thanks to all of you who support these initiatives and I wish everybody a very happy holiday season and a wonderful 2024.

Council member Clayton stated, I want to wish everybody a wonderful Holiday and a happy and prosperous New Year and thank all the people Eileen already thanked and more.

Deputy Mayor Quinn stated, To Angela's point, thank you for bringing it up and I have to thank you Lisa. I know you spent a lot of time working on that application so kudos to you, and it is greatly appreciated. Our score went up probably 20 points because of your efforts. That is very much appreciated, we are only four or five in the state. Mayor Moor is not here as I am sure many of you see, he underwent surgery, he is on the mend, and he is looking forward to being back sometime in January and wants to wish you all a very Happy Holiday. If you want to shoot him a text, he is on the mend.

City Manager, Donna Vieiro was presented with a proclamation for her retirement.

#### Matters from City Manager

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

#### Matters from City Attorney

City Attorney, Frederick Raffetto stated, I would just like to wish Donna all the best with her retirement.

### **PUBLIC PARTICIPATION**

A motion was made by Council member Chapman and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Sylvia Sylvia made a comment about menorah/tree lighting, DPW, and City Manager, Donna Vieiro; Rita Marano made a comment about City Manager, Donna Vieiro; Nancy Phillips made a comment about the Asbury Park Housing Authority

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

## **MINUTES**

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

1. Municipal Council- Executive Meeting December 6, 2023 4:00 PM
2. Municipal Council - Regular Meeting - Dec 6, 2023 6:00 PM

## **CONSENT AGENDA RESOLUTIONS**

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

2023-547 Resolution Authorizing the Disposition of Surplus Property

2023-548 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2023 Budget

## **INDIVIDUAL RESOLUTIONS**

2023-549 Resolution Approving Payment of Bills

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

2023-550 Resolution Authorizing Emergency Roll Off Truck Repairs Needed at the Department of Public Works

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

2023-551 Resolution Approving Change Order #1 for the Wastewater Treatment Plant Underground Storage Tank Removal Project

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

2023-552 Resolution Approving Change Order #2 for 2023 Pavement and Sidewalk Improvements Project

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

2023-553 Resolution Approving Change Order 9 for Memorial Drive Improvements Project

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

2023-554 Resolution authorizing the release of a Performance Bond For 1156 Springwood Avenue (Block 803, Lots 1-14)

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

2023-555 Resolution Appointing An Acting City Manager

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

## **ORDINANCES**

### **Second Reading/Public Hearing**

2023-39 Ordinance Of The City Of Asbury Park Amending And Supplementing Subsection 7-40.5, Entitled “License Fees,” Of Section 7-40, “Private Parking Lots,” Of Chapter 7, “Traffic,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2023-39 to the public was made by Deputy Mayor Quinn and seconded by Council member Ahbez-Anderson. All were favor. No members of the public spoke.

A motion to close 2023-39 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

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

2023-44 Ordinance Of The City Of Asbury Park To Repeal Section 2-76, Entitled “Award Of Public Contracts,” Of Article X, “Regulation Of Public Contracting, Contributions To Public Offices And Entities,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2023-44 to the public was made by Deputy Mayor Quinn and seconded by Council member Ahbez-Anderson. All were favor. The following members of the public spoke: Rita Marano.

A motion to close 2023-44 to the public was made by Deputy Mayor Quinn and seconded by Council member Ahbez-Anderson. All were in favor.

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

2023-45 Ordinance Of The City Of Asbury Park, In The County Of Monmouth, State Of New Jersey, Authorizing The Execution Of A Lease Agreement With Asbury Partners, LLC And Cajun Fish Holdings, LLC For Block 4307, Lots 1, 2 And 3 Within The Asbury Park Waterfront Redevelopment Area

A motion to open 2023-45 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were favor. The following members of the public spoke: Rita Marano.

A motion to close 2023-45 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

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

2023-46 Ordinance Constituting The 2023 Transportation Update For The City Of Asbury Park, And Amending And Supplementing Chapter 7, Entitled “Traffic,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2023-46 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2023-46 to the public was made by Deputy Mayor Quinn and seconded by Council member Chapman. All were in favor.

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

2023-48 Ordinance Of The City Of Asbury Park Amending And Supplementing Chapter 15,  
Entitled “Rent Leveling Regulations,” Of “The Code Of The City Of Asbury Park.”

A motion to open 2023-48 to the public was made by Deputy Mayor Quinn and seconded by  
Council member Ahbez-Anderson. All were favor. No members of the public spoke.

A motion to close 2023-48 to the public was made by Council member Chapman and seconded by  
Deputy Mayor Quinn. All were in favor.

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

### **ADJOURNMENT**

The meeting was adjourned at 6:43 PM

A motion to close the meeting was made by Council member Chapman and seconded Council  
member Ahbez-Anderson. Meeting adjourned at 6:43 PM.

Respectfully submitted by:

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Lisa Esposito, City Clerk