



Agenda
Meeting of the Municipal Council
Wednesday, December 21, 2022
REGULAR MEETING 6:00 PM

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

2022-484 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report November 2022

B. Contract Negotiations

1. 1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue (Block 4105, Lots 1, 3 and 4)
2. 216 Third Avenue and 215 Second Avenue with K. Hovnanian Holdings NJ, LLC
3. 202 Seventh Avenue with 202/204 7TH Avenue Urban Renewal, LLC
4. Easement for 929 Asbury Avenue
5. Easement for 316 Main Street

C. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

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

Items to be Presented:

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 7, 2022 4:00 PM
- Municipal Council - Regular Meeting - Dec 7, 2022 6:00 PM

C. Individual Resolutions

2022-485 Resolution Approving Payment of Bills

2022-486 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2022 Budget

2022-487 Resolution Authorizing an Agreement with Geese Chasers for Geese Management at Sunset Park

2022-488 Resolution Awarding Professional Community Nursing Services for the City's Department of Social Services January 1, 2023– December 31, 2023

2022-489 Resolution Authorizing the City of Asbury Park to Execute a License Agreement to Permit a Limited Encroachment Into the Right-of-Way Area Adjacent to the Property Located at 209 Sixth Avenue (Block 4201, Lot 11), Relating to an Existing Retaining Wall Along Webb Street

2022-490 Resolution Of The Mayor And City Council Of The City Of Asbury Park To Authorize The City To Enter Into An Agreement With Madison Asbury Retail, LLC Regarding Certain Public Events At The Fifth Avenue Pavillion Band Shell

2022-493 Resolution Authorizing The City To Execute A Cancellation/Discharge Of Mortgage Relating To The Properties Located At 509 Third Avenue And 614 Second Avenue In The City Of Asbury Park, New Jersey

2022-494 Resolution Authorizing An Agreement For Central Jersey Health Insurance Fund Renewal

D. Ordinances

1. Second Reading/Public Hearing

2022-15 BOND ORDINANCE PROVIDING FOR BEACH UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"); APPROPRIATING \$1,346,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,346,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COSTS THEREOF

2022-16 BOND ORDINANCE PROVIDING FOR VARIOUS 2022 CAPITAL IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,641,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,562,855 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF

E. Adjournment

**RESOLUTION NO. 2022-484****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 21, 2022 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Public Safety

1. Police Monthly Report November 2022

B. Contract Negotiations:

1. 1209 Ocean Avenue, 100 Fifth Avenue, and 115 Fourth Avenue (Block 4105, Lots 1, 3 and 4)
2. 216 Third Avenue and 215 Second Avenue with K. Hovnanian Holdings NJ, LLC
3. 202 Seventh Avenue with 202/204 7TH Avenue Urban Renewal, LLC
4. Easement for 929 Asbury Avenue
5. Easement for 316 Main Street

C. 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 7, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-472 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

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

Minutes Acceptance: Minutes of Dec 7, 2022 6:00 PM (Minutes)

ITEMS TO BE PRESENTED:

1. 2022 Transportation Update

Director of Transportation, James Bonanno presented a 2022 Transportation Update to Mayor and Council.

2. Presentation by Sackman Enterprises, LLC for Proposed Redevelopment of 1012 Asbury Avenue (Block 501, Lots 1 and 2)

Andrew Karas, representative of Sackman Enterprises, LLC, presented a proposed redevelopment project located at 1012 Asbury Avenue.

A motion to open the meeting to public regarding the presentation on the redevelopment project located at 1012 Asbury Avenue was made by Council member Chapman and seconded by Council member Kendle. All were favor. The following members of the public spoke: Peter Plant made a comment about rent leveling; David Moen made a comment about parking locations; Tony Mendez made a comment about the back fence of the project; and Eric Galipo made a comment about the building facade.

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

Matters from City Council

Council member Chapman stated, we have some vacancies on the city's boards and commissions. The list of commissions and boards is on our city's website. Most of them meet once a month, we'd love to have our residents volunteer and be engaged. So take a look at that list and see if there is anything you are interested in and please come and volunteer. I also wanted to mention that the Asbury Park Arts Council will be hosting a drop in session on Tuesday, December 13th from 5:00PM-8:00PM at Blackbird Community Commons to unveil some of the feedback they received in their surveys and their studies while putting together an Asbury Park arts and culture plan. Please drop by, offer your feedback, and listen to what everyone else is saying.

Council member Clayton stated, I wanted to invite anyone who has previously been incarcerated as is looking to have their records cleared, on December 17th at 11:00AM at the Launch Center 1201 Springwood Avenue. They will be doing expungements and if you previously tried and weren't successful please come out because so many things have changed. Laws have changed, the cost of expungement is now free, there is no cost involved. We will have pro bono attorneys on hand and its all done on computers. There is no mail, there is no expense. If you need us please come out. Again, it's Saturday December 17th from 11:00AM to 4:00PM and the address is 1201 Springwood Avenue, and if you have questions you can contact me directly at 732-710-6415.

Council member Kendle stated, Eight year ago when I first walked onto this stage, Dr. Chinnici gave each one of us roses. So I thought it was only appropriate being that this being next to my last time up here to share something with you. I want to show you my appreciation and love I have for you guys. [Council member Jesse Kendle gave out flowers to Mayor and Council]. I learned a lot and it was a great experience. Thank you.

Deputy Mayor Quinn stated, the Kwanzaa celebration is Saturday at 2:00PM and the tree lighting is at 5:00PM. I would like to give credit to Leesha and Cassandra who are doing a free Asbury Park meal kit on Saturday December 17th from 9:00AM-12:00PM at City Hall. You can

pick up free food for anyone who needs it. I don't know how many you guys have done this year but I'm always appreciative when you do, we always get a great crowd, so thank you guys.

Mayor Moor stated, everything has already been said. Jesse again, thank you.

Matters from City Manager

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

Matters from City Attorney

City Attorney, Frederick Raffetto stated thank you Jesse. Once again that was such a lovely gesture, and it's been such an honor and a pleasure to work with you.

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Clayton to open the meeting to the public. All were in favor. The following members of the public spoke: Darlene Gilliam made a comment about an EMS medical call for her mother; Rita Marano made a comment about the sign ordinance; John Holiday made a comment about traffic striping on second avenue, and wooden pallets on residential properties; Shueb made a comment about increasing taxi cab rates; Ashad Malik made a comment about increasing taxi cab rates, and e-scooters; and Peter Plant made a comment about the rent leveling ordinance.

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

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

1. Municipal Council- Executive Meeting November 22, 2022 4:00 PM
2. Municipal Council - Regular Meeting - Nov 22, 2022 6:00 PM **Accepted**

INDIVIDUAL RESOLUTIONS

2022-473 Resolution Approving Payment of Bills

P.O. # 22-03291 and P.O.# 22-03292 were removed from the agenda.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Yvonne Clayton, Jesse Kendle, Amy Quinn
NAYS:	John Moor

2022-474 Resolution Approving Special Event Applications

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

2022-475 Resolution Authorizing a Contract for the Disposal of Leaves During the Fall Season

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

2022-476 Resolution Awarding of a Contract to Millennium Communications Group for Camera Support and Service

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

2022-477 Resolution Amending a Contract with Jet Vac Equipment for the Repairs to the Sewer Plant Truck

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

2022-478 Resolution Authorizing the Replacement of Two Chimney Stacks at the Sewer Plant

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

2022-479 Resolution Authorizing the Purchase and Installation of New Flooring at the Boxing Gym

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

2022-480 Resolution Authorizing Purchase of Ammunition for the Police Department

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

2022-481 Resolution Approving Change Order #4 for the RBC West Channel Improvements at the Wastewater Treatment Plant

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

2022-482 Resolution Approving Change Order #6 for Bond Street Improvements Project

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

2022-483 Resolution Amending Resolution 2022-394 Allowing The City Of Asbury Park To Enter Into An Agreement With NJ Transit For A Total Of Ten Bus Shelters To Be Installed At Bus Stops Within The City

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

ORDINANCES

Introduction

2022-15 BOND ORDINANCE PROVIDING FOR BEACH UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE “CITY”); APPROPRIATING \$1,346,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,346,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COSTS THEREOF

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/21/2022 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2022-16 BOND ORDINANCE PROVIDING FOR VARIOUS 2022 CAPITAL IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,641,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,562,855 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/21/2022 6:00 PM
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

Second Reading/Public Hearing

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

A motion to open 2022-14 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 2022-14 to the public was made by Council member Chapman and seconded by Deputy Mayor Quinn. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 8:00 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Clayton. Meeting adjourned at 8:00 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Dec 7, 2022 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 21, 2022
RESOLUTION SUMMARY

2022-485

Payment of Bills.



RESOLUTION NO. 2022-485

**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 \$1,574,443.81

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>1,574,443.81</u>
TOTAL VOUCHERS	\$ <u>1,574,443.81</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-485 which was finally adopted by the City Council at a meeting held on the 21st day of December, 2022

CERTIFIED BY ME THIS 22nd DAY OF December, 2022.

LISA ESPOSITO
CITY CLERK

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

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
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Fund: CURRENT
Department: Planning Department
Extd: Planning Department

1-01-21-179-000-204	PLANNING DEPT. Professional Svcs.					
CLACAN CLARKE CATON HINTZ PC	22-03469 CCH OUTSDG INVOICES- GENERAL			220.00	0.00	
	Extd Total: Planning Department			220.00		
	Department Total: Planning Department			220.00		
	CAFR Total:			220.00		

Department: FIRE DEPT.
Extd: FIRE DEPARTMENT

1-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01071 2021 Cloth Allow-Barkalow,C.			491.34	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01087 2021 Cloth Allow-Fahnholz			629.80	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01094 2021 Cloth Allow-Keeshen			899.50	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01096 2021 Cloth Allow-Maher			216.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01109 2021 Cloth Allow-Ryan,J.			460.40	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01110 2021 Cloth Allow-Schwarz			892.32	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES	21-01115 2021 Cloth Allow-Smeltzer			896.90	0.00	B
				4,486.26		
	Extd Total: FIRE DEPARTMENT			4,486.26		
	Department Total: FIRE DEPT.			4,486.26		
	CAFR Total:			4,486.26		
	Fund Total: CURRENT			4,706.26		
	Year Total:			4,706.26		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

2-01-20-100-000-207	ADMINISTRATION Contractual					
BIRDS005 BIRDS BEWARE INC.	22-02564 4TH QTR 2022 CLEARING AND			1,000.00	0.00	B
BIRDS005 BIRDS BEWARE INC.	22-02565 4TH QTR 2022 CLEARING AND			500.00	0.00	B
				1,500.00		

2-01-20-100-000-208	ADMINISTRATION Events					
FOODI005 FOODINI, LLC	22-03532 Food for Holiday Luncheon			1,610.00	0.00	

2-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005 SURENAN, EDWARDS & NOLAN LLC	22-03375 October Fees RCA			3,955.00	0.00	
CGPHL005 CGP&H, LLC	22-03496 INVOICE #45567 NOVEMBER 2022			350.00	0.00	
				4,305.00		

Attachment: Bill List 12-21-22 (2022-485 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR	KEPWEL SPRING WATER	22-03448	ACCT #117290 NOVEMBER 2022	487.00	0.00	
	Extd Total: ADMINISTRATION			7,902.00		
	Department Total: ADMINISTRATION			7,902.00		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
2-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	22-03370	Estimate #11492 CLERK FORMS	444.75	0.00	
AMAZO005	AMAZON.COM SERVICES	22-03510	Council Chambers Clock Timer	162.35	0.00	
				<u>607.10</u>		
2-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK	ASBURY PARK PRESS	22-03467	#5500809 ORD 2022-14 11/27/22	58.76	0.00	
2-01-20-120-000-222	MUNICIPAL CLERK Training					
ANTHO015	ANTHONY CUCCI	22-03520	REIMBURSEMENT NJLM 2022 STAY	342.70	0.00	
2-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC	GRANICUS, LLC	22-03422	INVOICE #159005 DECEMBER 2022	706.20	0.00	
NJDIVS	NJ DIVISION OF ABC	22-03484	ABC liquor lic. renewal 22-23	126.00	0.00	
PARKE005	PARKER MCCAY, PA	22-03500	#315230 & 315229 NOVEMBER 2022	<u>1,435.00</u>	0.00	
				2,267.20		
	Extd Total: MUNICIPAL CLERK			3,275.76		
	Department Total: MUNIC CLERK			3,275.76		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
2-01-20-130-000-202	FINANCE Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	22-03447	#11502 REGULAR ENVELOPES	482.00	0.00	
WBMASON	W.B.MASON CO., INC.	22-03456	Pendaflex Expanding Files	<u>19.30</u>	0.00	
				501.30		
2-01-20-130-000-206	FINANCE Copier					
ATLTOM	ATLANTIC TOMORROWS OFFICE	22-03483	#107125-01 PARKING AUTH	344.45	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	22-03543	PAYMENT 1 OF 60 TAX COPIER	<u>230.74</u>	0.00	
				575.19		
2-01-20-130-000-207	FINANCE HR Testing					
MERHEA	HACKENSACK MERIDIAN WORKS	22-03538	INVOICE #4943858 11/11 TESTING	140.00	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			1,216.49		
	Department Total: FINANCE			1,216.49		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
2-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
WBMASON	W.B.MASON CO., INC.	22-03367	DPW Mechanic Toner	97.72	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-20-140-000-219 CDWGOV CDW GOVERNMENT LLC	COMPUTER DATA PROC. Equipment Continued	22-03396	1C97B84 Payroll Dept. Scanner	500.87 598.59	0.00	
2-01-20-140-000-222 SPROU005 SPROUT SOCIAL, INC.	COMPUTER DATA PROC Software Lic.	22-03394	INV#28778 Dec 22-Dec 23	2,028.00	0.00	
2-01-20-140-000-224 MILCOM MILLENNIUM COMMUNICATIONS	COMPUTER DATA PROC. Troubleshooting	22-03199	Sylvan & Boston Fiber Repair	9,250.00	0.00	
MILCOM MILLENNIUM COMMUNICATIONS		22-03502	96 SUPPORT & SERVICE HOURS	18,240.00 27,490.00	0.00	
2-01-20-140-000-226 VERIZ015 VERIZON CONNECT	COMPUTER DATA PROC. Verizon Connect	22-03511	INV#336000037827 12.1.2022	2,554.05	0.00	
Extd Total: COMPUTERIZED DATA PROCESSING				32,670.64		
Department Total: COMPUTER MIS				32,670.64		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
2-01-20-145-000-206 CRAPRI CRAFTMASTER PRINTING, INC.	TAX REV ADMIN Purchase Equipment	22-03372	WINDOW ENVELOPES	798.00	0.00	
Extd Total: TAX REVENUE ADMINISTRATION				798.00		
Department Total: TAX REV ADMIN				798.00		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
2-01-20-151-000-201 WBMASON W.B.MASON CO., INC.	DIRECTOR OF COMMUN. office Supplies	22-03409	Office Supplies	638.93	0.00	
Extd Total: DIRECTOR OF COMMUNICATIONS				638.93		
Department Total: DIRECTOR OF COMMUNICATIONS				638.93		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
2-01-20-155-000-209 GENBUR GENOVA BURNS LLC	LEGAL SERVICES Fees	22-03486	Invoice 485664 General File	1,994.53	0.00	
LAWOF005 LAW OFFICE OF GENE J ANTHONY		22-03495	#20950 NOVEMBER RENT LEVELING	572.80	0.00	
HILLW005 HILL WALLACK LLP		22-03531	November 2022 General	8,686.50 11,253.83	0.00	
Extd Total: LEGAL SERVICES				11,253.83		
Department Total: LEGAL SERVICES				11,253.83		

Attachment: Bill List 12-21-22 (2022-485 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: APTV Extd: CABLE TV ADVISORY COMMITTEE						
2-01-20-162-000-202	AMPTV Equipment					
AMAZ0005	AMAZON.COM SERVICES	22-03381	Still/video camera v2	3,462.95	0.00	
	Extd Total: CABLE TV ADVISORY COMMITTEE			3,462.95		
	Department Total: APTV			3,462.95		
	CAFR Total:			61,218.60		
Department: ZONING BOARD Extd: ZONING BOARD OF ADJUSTMENT						
2-01-21-185-000-209	ZONING BOARD Fees					
CLACAN	CLARKE CATON HINTZ PC	22-03469	CCH OUTSDG INVOICES- GENERAL	110.00	0.00	
	Extd Total: ZONING BOARD OF ADJUSTMENT			110.00		
	Department Total: ZONING BOARD			110.00		
	CAFR Total:			110.00		
Department: CONST CODE Extd: CONSTRUCTION CODE OFFICIAL						
2-01-22-200-000-202	CONSTRUCTION CODE Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	22-03159	UCC FORMS	2,649.00	0.00	
	Extd Total: CONSTRUCTION CODE OFFICIAL			2,649.00		
	Department Total: CONST CODE			2,649.00		
	CAFR Total:			2,649.00		
Department: LIAB INSURANCE Extd: LIABILITY INSURANCE						
2-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM	PMA MANAGEMENT CORPORATION	22-03512	Nov 2022 Billing Statement	3,987.15	0.00	
	Extd Total: LIABILITY INSURANCE			3,987.15		
	Department Total: LIAB INSURANCE			3,987.15		
Department: WORKERS COMP Extd: WORKER'S COMPENSATION						
2-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA MANAGEMENT CORPORATION	22-03512	Nov 2022 Billing Statement	15,002.50	0.00	
	Extd Total: WORKER'S COMPENSATION			15,002.50		
	Department Total: WORKERS COMP			15,002.50		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: GROUP INSUR.						
Extd: EMPLOYEE GROUP INSURANCE						
2-01-23-220-000-209 NJSHBP NJSHBP	EMPLOYEE GROUP INSURANCE Fees (IN CAP)	22-03429	HEALTH COVERAGE DECEMBER 2022	509,283.29	0.00	
	Extd Total: EMPLOYEE GROUP INSURANCE			509,283.29		
	Department Total: GROUP INSUR.			509,283.29		
	CAFR Total:			528,272.94		
Department: POLICE						
Extd: POLICE DEPARTMENT						
2-01-25-240-000-202 CRAPRI CRAFTMASTER PRINTING, INC.	POLICE Office Supplies	22-03273	time, comp and grant off slips	1,869.98	0.00	
2-01-25-240-000-203 AGINS005 AGIN SIGNS & DESIGNS	POLICE Motor Vehicle	22-03238	Decal repair car #15 MVA	75.00	0.00	
2-01-25-240-000-205 SPCA MONMOUTH COUNTY SPCA	POLICE Animal Control Services	22-03355	#2019599 SEPT 2022 SERVICES	4,700.00	0.00	
2-01-25-240-000-208 AMEUNI AMERICAN UNIFORM & SUPPLY	POLICE Uniform Patches	22-03169	patches	1,490.00	0.00	
2-01-25-240-000-211 INSPSY INSTITUTE FOR FORENSIC	POLICE HR Testing	22-03352	INV#17600 EVALUATION K. VARGAS	2,250.00	0.00	
2-01-25-240-000-222 WALTOW TOWNSHIP OF WALL	POLICE Training	22-03350	active shooter training	1,000.00	0.00	
	Extd Total: POLICE DEPARTMENT			11,384.98		
	Department Total: POLICE			11,384.98		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
2-01-25-265-000-203 SERVI005 SERVICE TIRE TRUCK CENTERS	FIRE DEPT. Motor Vehicle	22-03410	Q#00-0126445-000 TOWER LADDER	3,915.00	0.00	
MONMO015 MONMOUTH COUNTY PUBLIC WORKS &		22-03499	INV# APFD 10-22-09 OCTOBER '22	860.10	0.00	
				4,775.10		
2-01-25-265-000-206 THEHAR THE HARDWARE STORE	FIRE DEPT. Purchase of Equipment	22-03103	BLANKET PO NOT TO EXCEED	62.77	0.00	B
2-01-25-265-000-207 MUNIC005 MUNICIPAL EMERGENCY SERVICES	FIRE DEPT. Clothing Allowance	22-01441	2022 cloth Allow-Annunziata, J	873.86	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		22-01442	2022 cloth Allow-Annunziata, P	849.48	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		22-01443	2022 cloth Allow-Arce	893.04	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		22-01444	2022 cloth Allow-Barkalow, C	895.22	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		22-01445	2022 cloth Allow-Barkalow, J	883.50	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		22-01446	2022 cloth Allow-Bates	896.74	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		22-01447	2022 cloth Allow-Blackmon	861.00	0.00	B

Attachment: Bill List 12-21-22 (2022-485 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-25-265-000-207	FIRE DEPT. Clothing Allowance		Continued			
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01448	2022 Cloth Allow-Britton	900.00	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01449	2022 Cloth Allow-Campbell	898.38	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01450	2022 Cloth Allow-Capolongo	900.00	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01451	2022 Cloth Allow-Castellano	599.00	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01453	2022 Cloth Allow-Conklin	897.42	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01454	2022 Cloth Allow-Dawson	898.98	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01455	2022 Cloth Allow-DiLello, K	900.00	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01456	2022 Cloth Allow-DiLello, R	899.92	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01457	2022 Cloth Allow-Disbrow	898.00	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01458	2022 Cloth Allow-Dreyer	900.00	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01459	2022 Cloth Allow-Fahnholz	897.80	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01460	2022 Cloth Allow-Favaloro	899.40	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01461	2022 Cloth Allow-Gabriel	896.50	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01462	2022 Cloth Allow-Habermann	900.00	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01463	2022 Cloth Allow-Hall	897.50	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01464	2022 Cloth Allow-Hammond	897.90	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01465	2022 Cloth Allow-Hart	900.00	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01466	2022 Cloth Allow-Irvin	900.00	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01467	2022 Cloth Allow-Ivins	868.84	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01468	2022 Cloth Allow-Keeshen	897.36	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01469	2022 Cloth Allow-Langlais	564.90	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01470	2022 Cloth Allow-Maher	899.30	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01471	2022 Cloth Allow-Manek, J	887.34	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01472	2022 Cloth Allow-Manek, M	900.00	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01473	2022 Cloth Allow-Marshall	899.44	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01474	2022 Cloth Allow-Matthews	720.42	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01475	2022 Cloth Allow-McCoy	900.00	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01476	2022 Cloth Allow-McCredie	870.40	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01477	2022 Cloth Allow-Nielsen	897.20	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01478	2022 Cloth Allow-Oswin	187.90	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01479	2022 Cloth Allow-Pasquariello	336.00	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01480	2022 Cloth Allow-Piccolo	896.00	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01481	2022 Cloth Allow-Pugh	898.26	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01482	2022 Cloth Allow-Quigley	894.08	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01483	2022 Cloth Allow-Ryan, C	885.94	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01484	2022 Cloth Allow-Ryan, J	894.92	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01485	2022 Cloth Allow-Schwarz	893.92	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01486	2022 Cloth Allow-Siciliano	897.62	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01487	2022 Cloth Allow-Smeltzer	893.98	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01488	2022 Cloth Allow-Spann	892.84	0.00	B
MUNIC005 MUNICIPAL	EMERGENCY SERVICES	22-01490	2022 Cloth Allow-Volek	899.44	0.00	B
				40,809.74		
2-01-25-265-000-214	FIRE DEPT. Building Maintenance					
AIRGAS AIR GAS TECHNOLOGIES, INC.		22-01815	Blanket PO Not to Exceed	760.34	0.00	B
COUCLE COUNTRY CLEAN, INC		22-02544	Blanket PO Not to Exceed	1,402.14	0.00	B
BELPLU BELMAR PLUMBING & HEATING INC		22-03477	INV#20790783 EMERGENCY REPAIR	192.00	0.00	
				2,354.48		
2-01-25-265-000-229	FIRE DEPT. Medical Sup.					
HENSCE HENRY SCHEIN, INC.		22-01000	Blanket PO Not to Exceed	228.60	0.00	B

Attachment: Bill List 12-21-22 (2022-485 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005	CORONIS HEALTH RCM, LLC dba	22-03282	Invoice CHRCM6928 October Fees	6,146.40	0.00	
2-01-25-265-000-262	FIRE DEPT. Equipment Repairs					
RHSPRI	R&H SPRING & TRUCK REPAIR, INC.	22-02853	ESTIMATE#38693 83-90 REPAIR	482.32	0.00	
RHSPRI	R&H SPRING & TRUCK REPAIR, INC.	22-02946	E#68647 ADDITIONAL WORK 83-90	450.00	0.00	
FISONS	FIS on Site Service LLC	22-03023	Q# 100064 PUMP REPAIR 83-77	885.02	0.00	
NJFIRE	NJ FIRE EQUIPMENT COMPANY	22-03246	QUOTE# 18186 HALYARD	45.00	0.00	
				<u>1,862.34</u>		
2-01-25-265-000-270	FIRE DEPT. Pest Control					
WESPES	WESTERN PEST SERVICES	22-03526	INV# 8114062 DECEMBER 2022	120.00	0.00	
	Extd Total: FIRE DEPARTMENT			56,359.43		
Extd:	FIRE HYDRANT					
2-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER	N.J. AMERICAN WATER CO.	22-03518	#1018-210026567043 10/26-11/28	21,059.70	0.00	
	Extd Total: FIRE HYDRANT			21,059.70		
	Department Total: FIRE DEPT.			77,419.13		
	CAFR Total:			88,804.11		
Department:	STREETS & ROAD					
Extd:	STREETS & ROADS MAINTENANCE					
2-01-26-290-000-202	STREETS & ROAD Office Supplies					
WBMASON	W.B.MASON CO., INC.	22-03256	OFFICE SUPPLIES	1,334.07	0.00	
WBMASON	W.B.MASON CO., INC.	22-03389	BLACK INK FOR PRINTER	103.98	0.00	
				<u>1,438.05</u>		
2-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
SERVI005	SERVICE TIRE TRUCK CENTERS	22-02055	AUTOPARTS BLANKET	466.88	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-02330	BLANKET FOR VEHICLE PARTS	1,110.60	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-02593	NEW BLANKET FOR VARIOUS PARTS	43.54	0.00	B
SERVI005	SERVICE TIRE TRUCK CENTERS	22-03050	2 TIRES FOR DPW TRACTOR #36	2,817.50	0.00	
SEAFOR	SEA BREEZE FORD INC.	22-03106	NEW BLANKET FOR VARIOUS PARTS	559.00	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	22-03108	NEW BLANKET FOR VARIOUS PARTS	1,857.83	0.00	B
SERVI005	SERVICE TIRE TRUCK CENTERS	22-03141	8 TIRES REAR/GARBAGE TRUCK #9	5,044.48	0.00	
JESCO	JESCO, INC.	22-03214	PISTON FRONT END LOADER DPW	2,560.00	0.00	
FOSCOM	FOSTER & COMPANY, INC.	22-03320	STANDARDS/HEX NUTS/ALL IN ONE	846.72	0.00	
QUAAUT	QUALITY AUTO GLASS, INC.	22-03388	DPW #15 WINDSHIELD	364.48	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	22-03433	INV #938338, #2143963 & #942004	271.50	0.00	
SEAWEL	SEABOARD WELDING SUPPLY, INC.	22-03434	#943222 CYLINDER/HAZMAT CHARGE	98.25	0.00	
				<u>16,040.78</u>		
2-01-26-290-000-211	STREETS & ROAD Traffic					
CLABLO	CLAYTON BLOCK CO., INC.	22-00653	various concrete material	62.40	0.00	B
2-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
GRAING	GRAINGER, INC.	22-00744	Open PO Electrical Supplies	43.70	0.00	B
GRAING	GRAINGER, INC.	22-02813	Misc Supplies	538.20	0.00	B

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-26-290-000-215	STREETS & ROAD	Misc. Hardware	Continued			
SUNFAR	SUNSET FARM MARKET GARDEN	22-03077	Holiday Decorations / Wreaths	678.80	0.00	B
				<u>1,260.70</u>		
2-01-26-290-000-216	STREETS & ROAD	Carpentry Supplies				
UPTFAS	UP-TITE FASTNERS INC.	22-03069	Misc Hardware	116.00	0.00	B
THESID	THE SIDING DEPOT	22-03303	Trim Coil & Nails	568.61	0.00	
				<u>684.61</u>		
2-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
CINCOR	CINTAS CORPORATION NO 2	22-03472	#9202577117 AED AGREEMENT	99.00	0.00	
TREDEP	TREASURER-STATE NJ - NJDEP	22-03474	underground storage tank fee	50.00	0.00	
CONTR005	CONTROLLED GROWTH, LLC	22-03490	INVOICE #11053 & 11143 NOV '22	1,226.78	0.00	
				<u>1,375.78</u>		
	Extd Total:	STREETS & ROADS MAINTENANCE		20,862.32		
	Department Total:	STREETS & ROAD		20,862.32		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
2-01-26-305-000-209	SOLID WASTE	Fees				
DELDEM	DELISA DEMOLITION, INC.	22-03411	haul fee const. bulk 11/15/22	3,054.15	0.00	
MAZMUL	MAZZA MULCH, INC.	22-03454	#649010 BRUSH DISPOSAL NOV 22	2,640.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	22-03488	#249758 & 249759 CONSTR DEBRIS	1,791.00	0.00	
				<u>7,485.15</u>		
	Extd Total:	SOLID WASTE COLLECTION		7,485.15		
	Department Total:	SOLID WASTE		7,485.15		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
2-01-26-310-000-203	BUILDING & GND	Misc. Hardware				
FESSE005	FESSENDEN HALL, INC.	22-01068	Misc Building Supplies	643.67	0.00	B
THEHAR	THE HARDWARE STORE	22-02971	Misc Shop Supplies	40.97	0.00	B
GRAING	GRAINGER, INC.	22-03441	TIE DOWN STRAP, RATCHET,POLY	64.08	0.00	
				<u>748.72</u>		
2-01-26-310-000-204	BUILDING & GND	Building Supplies				
OPTIMUM	OPTIMUM	22-03436	DPW & LIFEGUARD MONTHLY BILLS	31.25	0.00	
OPTIMUM	OPTIMUM	22-03533	#07866-183188-01-1 12/8 - 1/7	31.25	0.00	
				<u>62.50</u>		
2-01-26-310-000-218	BUILDING & GND	Contract.Serv.				
BYDES	BY DESIGN LANDSCAPES, INC.	22-01218	BRADLEY PARK LAWN TREATMENTS	459.00	0.00	B
SHOIND	SHORE INDUSTRIAL SUPPLY CORP.	22-02306	6- couplings, 6in1 screwdriver	37.22	0.00	

Attachment: Bill List 12-21-22 (2022-485 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-01-26-310-000-218	BUILDING & GND Contract.Serv.		Continued			
ALLBOI ALLIED BOILER REPAIR CORP.	22-03516 INV#18961 CH Boiler Repair			481.96	0.00	
				978.18		
	Extd Total: BUILDINGS & GROUNDS			1,789.40		
	Department Total: BUILDING & GND			1,789.40		
	CAFR Total:			30,136.87		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
2-01-27-345-000-207	SOCIAL SERVICES Transportation Tickets					
NJTRNST NJ TRANSIT CORP.%FINANCE DEPT.	22-03296 Bus Fares for Clients			1,062.50	0.00	
NJTRNST NJ TRANSIT CORP.%FINANCE DEPT.	22-03297 Train Fare for clients			981.75	0.00	
				2,044.25		
2-01-27-345-000-208	SOCIAL SERVICES Events					
RUBBRA RUBEN BRAY	22-02882 DJ for Kwanzza			350.00	0.00	
TRILIF TRIUMPHANT LIFE CHURCH	22-03173 Holiday Tree Lighting music			125.00	0.00	
MARCFUCH MARC FUCHS AKA/M'ZUME	22-03210 3 African Drummers for Kwanzaa			150.00	0.00	
AMAZO005 AMAZON.COM SERVICES	22-03298 Toys and meal tickets			86.85	0.00	
AMAZO005 AMAZON.COM SERVICES	22-03397 Candy & Toys for Holiday Tree			87.49	0.00	
DOUSCH DOUGLAS SCHULTZ	22-03478 Supplies For Tree Light 4 Kids			136.97	0.00	
SHORIT SAKER SHOPRITE, INC.	22-03485 Water and Juice for Kwanzaa			299.62	0.00	
				1,235.93		
	Extd Total: SOCIAL SERVICES:			3,280.18		
	Department Total: PUBLIC ASST			3,280.18		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
2-01-27-350-000-202	SENIOR CENTER Util. and Service Contr.					
ATLFIR ATLANTIC SECURITY & FIRE, INC.	22-03451 SecurityQrtly Monitor12/1-2/28			98.85	0.00	
2-01-27-350-000-205	SENIOR CENTER Recreation & Social					
AMAZO005 AMAZON.COM SERVICES	22-03462 Crafts, Paint, canvas boards			212.32	0.00	
	Extd Total: SENIOR CENTER			311.17		
	Department Total: SENIOR CENTER			311.17		
	CAFR Total:			3,591.35		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
2-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
JCPL JCPL	22-03481 #100 145 959 043 10/27-11/23			7,747.95	0.00	
NJAMER N.J. AMERICAN WATER CO.	22-03514 #1018-210027736316 11/3-12/2			1,748.42	0.00	
NJAMER N.J. AMERICAN WATER CO.	22-03518 #1018-210026567043 10/26-11/28			621.88	0.00	
				10,118.25		
	Extd Total: LIGHT,HEAT,POW			10,118.25		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	STREET/TRAFFIC					
2-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL JCPL	22-03481 #100 145 959 043	10/27-11/23		569.81	0.00	
JCPL JCPL	22-03482 #200 000 001 293	MASTER ACCT		1,006.03	0.00	
JCPL JCPL	22-03542 #100 072 559 691	10/21-11/22		6,678.74	0.00	
				<u>8,254.58</u>		
	Extd Total: STREET/TRAFFIC			8,254.58		
	Department Total: LIGHTING			18,372.83		
Department: TELEPHONE						
Extd:	TELEPHONE					
2-01-31-440-000-299	TELEPHONE Misc.					
VERIZ005 VERIZON - RPC	22-03501 #20INJ721990122	1/1 - 12/31		100.00	0.00	
VERIZON VERIZON WIRELESS	22-03521 #342269861-00001	11/5-12/4		1,919.91	0.00	
VERZON VERIZON BUSINESS	22-03522 #152-069-551-0001-78	12/4-1/3		124.99	0.00	
				<u>2,144.90</u>		
	Extd Total: TELEPHONE			2,144.90		
	Department Total: TELEPHONE			2,144.90		
Department: GASOLINE						
Extd:	GASOLINE					
2-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	22-03450 #983663 & 979635	FUEL		10,255.32	0.00	
	Extd Total: GASOLINE			10,255.32		
	Department Total: GASOLINE			10,255.32		
	CAFR Total:			30,773.05		
Department: MUNIC COURT						
Extd:	MUNICIPAL COURT					
2-01-43-490-000-219	MUNIC COURT Judges Fees					
PETER010 PETERPAUL LAW, LLP	22-03475 INVOICE #3 OCT & NOV 2022			1,000.00	0.00	
2-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY	22-03385 INVOICE #26162 11/18 SERVICES			176.25	0.00	
	Extd Total: MUNICIPAL COURT			1,176.25		
	Department Total: MUNIC COURT			1,176.25		
	CAFR Total:			1,176.25		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
CAFR: CURRENT FUND NON BUDGET ACCTS: Department: TAXES PAYABLE: Extd: TAXES PAYABLE:						
2-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK	US BANK OPERATIONS CTR.	22-03449	OCT-NOV'22 RAB PILOT DUE TRUST	419,055.01	0.00	
	Extd Total: TAXES PAYABLE:			419,055.01		
	Department Total: TAXES PAYABLE:			419,055.01		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			419,055.01		
	Fund Total: CURRENT			1,165,787.18		
Fund: BEACH Department: UTILITY OE Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
2-05-55-502-000-205	BEACH UTILITY O/E: Beach Badges					
CRAPRI	CRAFTMASTER PRINTING, INC.	22-03364	Season Beach Passes	345.00	0.00	
2-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
JCPL	JCPL	22-03481	#100 145 959 043 10/27-11/23	802.86	0.00	
NJAMER	N.J. AMERICAN WATER CO.	22-03514	#1018-210027736316 11/3-12/2	319.08	0.00	
				1,121.94		
2-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
GRAING	GRAINGER, INC.	22-01691	BEACH MISC ITEMS NEEDED	96.09	0.00	B
2-05-55-502-000-222	BEACH UTILITY O/E: Cable					
OPTIMUM	OPTIMUM	22-03436	DPW & LIFEGUARD MONTHLY BILLS	156.59	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,719.62		
	Department Total: UTILITY OE			1,719.62		
	CAFR Total:			1,719.62		
	Fund Total: BEACH			1,719.62		
Fund: TRANSPORTATION UTILITY: BUDGET: Department: UTILITY OE Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
2-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
KEPSPR	KEPWEL SPRING WATER	22-03448	ACCT #117290 NOVEMBER 2022	26.00	0.00	
2-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
CRAPRI	CRAFTMASTER PRINTING, INC.	22-03276	Coroplast Bangs Garage Signs	98.00	0.00	
2-06-55-502-000-210	TRANS.UTILITY O/E: Signs					
GLESUP	GLENCO SUPPLY INC.	22-03202	Meter/Dog/Street/Smoke Signs	2,181.00	0.00	
2-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	22-03457	INV78895 IPS Nov22 DMS Fees	7,557.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
2-06-55-502-000-228	TRANSPORT. UTILITY OE Engineering Fees					
DYNAM005 DYNAMIC TRAFFIC, LLC		22-03373	INV1440dynamic 10/9/22-11/5/22	10,845.00	0.00	
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			20,707.00		
	Department Total: UTILITY OE			20,707.00		
	CAFR Total:			20,707.00		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			20,707.00		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
2-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
USABLU USA BLUEBOOK		22-02070	Flow Charts, Replacement Pens	541.76	0.00	
WINCOR WINZER CORPORATION		22-02416	Consumable Shop Supplies	831.60	0.00	
GRAING GRAINGER, INC.		22-03464	PTowels Tpapper Faucets	862.10	0.00	
				<u>2,235.46</u>		
2-07-55-502-000-205	SEWER UTILITY O/E: Repairs					
SEWER005 SEWER RAT TRENCHLESS SOLUTIONS		22-03201	Bangs & Prospect Aves, video	5,000.00	0.00	
MAINTAI MAINTAINCO, INC.		22-03293	Forklift Diagnostics/Repair	711.91	0.00	
PILELE PILOT ELECTRIC COMPANY, INC.		22-03341	pump seal/shaft sleeve kit	1,879.60	0.00	
				<u>7,591.51</u>		
2-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
JCPL JCPL		22-03481	#100 145 959 043 10/27-11/23	24,618.74	0.00	
NJAMER N.J. AMERICAN WATER CO.		22-03514	#1018-210027736316 11/3-12/2	602.16	0.00	
NJAMER N.J. AMERICAN WATER CO.		22-03518	#1018-210026567043 10/26-11/28	630.96	0.00	
				<u>25,851.86</u>		
2-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
KEPSPR KEPWEL SPRING WATER		22-03448	ACCT #117290 NOVEMBER 2022	26.00	0.00	
ALSEN005 ALS ENVIRONMENTAL		22-03491	#22101792-X TESTING 10/18/22	1,250.00	0.00	
CERID005 CERIDA INVESTMENT CORP.		22-03534	INV #127-23322 DECEMBER 2022	207.02	0.00	
				<u>1,483.02</u>		
2-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI RUSSELL REID WASTE HAULING &		22-03300	#0006602611 OCTOBER 2022	32,283.23	0.00	
RUSREI RUSSELL REID WASTE HAULING &		22-03527	#0006624216 NOVEMBER 2022	23,599.24	0.00	
				<u>55,882.47</u>		
2-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
HACCEM HACH COMPANY		22-01265	Lab PH Meter DEP Requirement	1,133.47	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			94,177.79		
	Department Total: UTILITY OE			94,177.79		
	CAFR Total:			94,177.79		
	Fund Total: SEWER UTILITY: BUDGET:			94,177.79		
	Year Total:			1,282,391.59		

Attachment: Bill List 12-21-22 (2022-485 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq. of Real Property FH					
C-04-55-998-176-001	Section 20 Costs					
NJAME005 NJ AMERICAN WATER	22-03524 Application for Water and Fire			2,500.00	0.00	
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			2,500.00		
Extd:	Ord. 2021-36 Various Capital Improv.					
C-04-55-998-182-004	IT Equipment					
CDWGOV CDW GOVERNMENT LLC	22-02835 Q#1C8VRG4 IP Phones			1,089.00	0.00	
CDWGOV CDW GOVERNMENT LLC	22-02838 Clerk's Office MONITOR & PHONE			1,148.00	0.00	
				<u>2,237.00</u>		
	Extd Total: Ord. 2021-36 Various Capital Improv.			2,237.00		
	Department Total:			4,737.00		
	CAFR Total:			4,737.00		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			4,737.00		
	Year Total:			4,737.00		
Fund:	GRANT FUND BUDGET:					
G-02-43-871-016-218	Brownfields Petroleum Assessment					
BRORED BROWNFIELD REDEVELOPMENT	22-03452 Drawdown 62 Hazardous Assmt.			5,636.01	0.00	
	Extd Total:			5,636.01		
	Department Total:			5,636.01		
G-02-43-873-017-200	Brownfields Assessment Grant					
BRORED BROWNFIELD REDEVELOPMENT	22-03452 Drawdown 62 Hazardous Assmt.			2,208.75	0.00	
	Extd Total:			2,208.75		
	Department Total:			2,208.75		
G-02-43-937-020-200	Bulletproof Vest Grant					
LANASO LANIGAN ASSOCIATES. INC.	22-02831 Body armor-PO Paulk			1,173.70	0.00	
	Extd Total:			1,173.70		
	Department Total:			1,173.70		
G-02-43-950-021-200	Clean Communities Grant					
4IMPRINT 4IMPRINT	22-02659 Reusable Bags giveaway			1,303.95	0.00	
ADPIMP ADPRO IMPRINTS, INC.	22-03435 Estimate 41075 DPW Clothing			1,851.60	0.00	
				<u>3,155.55</u>		
	Extd Total:			3,155.55		
	Department Total:			3,155.55		

Attachment: Bill List 12-21-22 (2022-485 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
G-02-43-956-022-203	Mental Health Grant					
WBMASON W.B.MASON CO., INC.		22-03335	Office Supplies MH Grant	108.36	0.00	
	Extd Total:			108.36		
	Department Total:			108.36		
	CAFR Total:			12,282.37		
	Fund Total: GRANT FUND BUDGET:			12,282.37		
	Year Total:			12,282.37		
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
MGLFOR MGL FORMS-SYSTEMS, LLC		22-01588	MGL Dog Tag Order 2023	336.00	0.00	
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		22-03463	Dog License Report Nov. '22	15.00	0.00	
				351.00		
	Extd Total:			351.00		
	Department Total:			351.00		
	CAFR Total:			351.00		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			351.00		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2021 CDBG B21MC340100 CFDA 14.218					
T-17-80-850-850-001	2021 Administration					
WBMASON W.B.MASON CO., INC.		22-03412	Office supplies	66.28	0.00	
AMAZ0005 AMAZON.COM SERVICES		22-03421	Treats for Tree Lighting Event	392.41	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		22-03426	Fliers for Meal Kit Giveaway	244.00	0.00	
AMAZ0005 AMAZON.COM SERVICES		22-03458	tableclothes for tree lighting	108.88	0.00	
				811.57		
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			811.57		
	Department Total:			811.57		
	CAFR Total:			811.57		
Extd:	2022 CDBG B-22-MC-34-0100					
T-17-81-850-850-005	Community Events					
KARBRI KAREEM BRINSON		22-03275	DJ Services for Tree Lighting	150.00	0.00	
AMAZ0005 AMAZON.COM SERVICES		22-03421	Treats for Tree Lighting Event	132.57	0.00	
				282.57		
	Extd Total: 2022 CDBG B-22-MC-34-0100			282.57		
	Department Total:			282.57		
	CAFR Total:			282.57		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			1,094.14		

Attachment: Bill List 12-21-22 (2022-485 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	TRUST OTHER					
T-20-56-850-851-801	Reserve for Public Defender					
GREER005 GREER LAW FIRM		22-03476	add'l public defender dec 22	500.00	0.00	
	Extd Total:			500.00		
	Department Total:			500.00		
	CAFR Total:			500.00		
	Fund Total: TRUST OTHER			500.00		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-341-000-299	210 5TH AVENUE (ASBURY PARTNERS,LLC)					
CLACAN CLARKE CATON HINTZ PC		22-03368	CCH PB/ZB Invoices 10/2022	426.63	0.00	
	Extd Total:			426.63		
	Department Total:			426.63		
T-21-00-397-000-299	545 LAKE AVENUE(COOKMAN COMMUNITY, LLC)					
CLACAN CLARKE CATON HINTZ PC		22-03368	CCH PB/ZB Invoices 10/2022	3,292.50	0.00	
	Extd Total:			3,292.50		
	Department Total:			3,292.50		
T-21-00-412-000-299	527 BANGS AVENUE(LINUS HOLDINGS CORP)					
CLACAN CLARKE CATON HINTZ PC		22-03368	CCH PB/ZB Invoices 10/2022	290.00	0.00	
	Extd Total:			290.00		
	Department Total:			290.00		
T-21-00-473-000-299	1156 SPRINGWOOD-INSPECTIONS(INTERFAITH)					
INSENG INSITE ENGINEERING, LLC		22-03443	Insite PB/ZB outsdg invoices	1,793.40	0.00	
	Extd Total:			1,793.40		
	Department Total:			1,793.40		
T-21-00-499-000-299	216-2183RD/215-219 2ND(TRC)(K.HOVNANIAN)					
INSENG INSITE ENGINEERING, LLC		22-03443	Insite PB/ZB outsdg invoices	1,390.00	0.00	
	Extd Total:			1,390.00		
	Department Total:			1,390.00		
T-21-00-526-000-299	527 BANGS-INSPECTIONS (PEARLBUD REALTY)					
INSENG INSITE ENGINEERING, LLC		22-03443	Insite PB/ZB outsdg invoices	3,095.00	0.00	
	Extd Total:			3,095.00		
	Department Total:			3,095.00		

Attachment: Bill List 12-21-22 (2022-485 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-545-000-299	900-904 SPRINGWOOD(MEMORIAL AVE HOLDING)					
INSENG	INSITE ENGINEERING, LLC	22-03274	Insite PB outsdg invoices	2,710.00	0.00	
	Extd Total:			2,710.00		
	Department Total:			2,710.00		
T-21-00-546-000-299	407 LAKE AVENUE(TOLL ASBURY PARK, LLC)					
CLACAN	CLARKE CATON HINTZ PC	22-03368	CCH PB/ZB Invoices 10/2022	797.50	0.00	
	Extd Total:			797.50		
	Department Total:			797.50		
T-21-00-549-000-299	929 ASBURY/1000 1ST(PARTNER PROP.,LLC)					
HILLW005	HILL WALLACK LLP	22-03540	Invoice 665183 929 Asbury Ave.	87.50	0.00	
	Extd Total:			87.50		
	Department Total:			87.50		
T-21-00-550-000-299	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)					
CLACAN	CLARKE CATON HINTZ PC	22-03368	CCH PB/ZB Invoices 10/2022	649.10	0.00	
	Extd Total:			649.10		
	Department Total:			649.10		
T-21-00-553-000-299	412 2ND AVENUE(CHRISTIN A. JOYNER)					
CLACAN	CLARKE CATON HINTZ PC	22-03444	CCH ZB invoices outsdg 412 2nd	2,102.00	0.00	
	Extd Total:			2,102.00		
	Department Total:			2,102.00		
T-21-00-557-000-299	1109 GRAND AVENUE(ANDREW & LIANA MOSS)					
CLACAN	CLARKE CATON HINTZ PC	22-03368	CCH PB/ZB Invoices 10/2022	297.50	0.00	
	Extd Total:			297.50		
	Department Total:			297.50		
T-21-00-560-000-299	614 COOKMAN AVENUE(614 COOKMAN, LLC)					
CLACAN	CLARKE CATON HINTZ PC	22-03368	CCH PB/ZB Invoices 10/2022	885.00	0.00	
	Extd Total:			885.00		
	Department Total:			885.00		
T-21-00-561-000-299	1205 PINE STREET(SCOTT BARNETT)					
CLACAN	CLARKE CATON HINTZ PC	22-03368	CCH PB/ZB Invoices 10/2022	1,341.25	0.00	
	Extd Total:			1,341.25		
	Department Total:			1,341.25		

Attachment: Bill List 12-21-22 (2022-485 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-565-000-299	917 3RD AVENUE(MA 917 3RD AVENUE, LLC)					
CLACAN CLARKE CATON HINTZ PC	22-03368 CCH PB/ZB Invoices 10/2022			1,756.19	0.00	
	Extd Total:			1,756.19		
	Department Total:			1,756.19		
T-21-00-566-000-299	807 MEMORIAL DR.(BREAKWATER TREATMENT)					
CLACAN CLARKE CATON HINTZ PC	22-03368 CCH PB/ZB Invoices 10/2022			160.00	0.00	
DOLAN010 DOLAN & DEAN CONSULTING	22-03445 ZB Dolan/Dean Inv 50876			2,356.42	0.00	
				<u>2,516.42</u>		
	Extd Total:			2,516.42		
	Department Total:			2,516.42		
T-21-00-573-000-299	205 KINGSLEY/205 SUNSET(PHM SUNSET SQ.)					
CLACAN CLARKE CATON HINTZ PC	22-03368 CCH PB/ZB Invoices 10/2022			3,300.71	0.00	
	Extd Total:			3,300.71		
	Department Total:			3,300.71		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			26,730.70		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			26,730.70		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-847	1201 1ST AVENUE(FOX & MELOFCHIK, LLC)					
HILLW005 HILL WALLACK LLP	22-03539 Invoice 665178 1201 1st Ave.			140.00	0.00	
	Extd Total:			140.00		
	Department Total:			140.00		
	CAFR Total:			140.00		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			140.00		
	Year Total:			28,815.84		
Total Charged Lines: 460 Total List Amount: 1,332,933.06 Total Void Amount:				0.00		

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	1-01	4,706.26	0.00	0.00	4,706.26
CURRENT	2-01	1,165,787.18	0.00	0.00	1,165,787.18
BEACH	2-05	1,719.62	0.00	0.00	1,719.62
TRANSPORTATION UTILITY: BUDGET:	2-06	20,707.00	0.00	0.00	20,707.00
SEWER UTILITY: BUDGET:	2-07	94,177.79	0.00	0.00	94,177.79
Year Total:		1,282,391.59	0.00	0.00	1,282,391.59
GENERAL CAPITAL FUND BUDGET:	C-04	4,737.00	0.00	0.00	4,737.00
GRANT FUND BUDGET:	G-02	12,282.37	0.00	0.00	12,282.37
ANIMAL CONTROL FUND BUDGET:	T-12	351.00	0.00	0.00	351.00
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	1,094.14	0.00	0.00	1,094.14
TRUST OTHER	T-20	500.00	0.00	0.00	500.00
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	26,730.70	0.00	0.00	26,730.70
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	140.00	0.00	0.00	140.00
Year Total:		28,815.84	0.00	0.00	28,815.84
Total of All Funds:		1,332,933.06	0.00	0.00	1,332,933.06

December 21, 2022 Council Meeting

Balance Brought Forward from Total List Amount	\$ 1,332,933.06
CMRS-FP (Postage)	\$ 2,500.00
Lucas Brothers, Inc.	\$ 200,804.32
NJ Natural Gas (PO 22-03459)	\$ 2,410.58
Eileen Soul Food Catering (22-03259)	\$ 485.00
BR Welding, Inc. (20-03450-09)	\$ 34,235.85
Jennifer Kapp (22-02861)	\$ 255.00
Eileen Soul Food Catering (22-02880)	\$ 820.00
Total:	<u><u>\$ 1,574,443.81</u></u>



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 21, 2022
RESOLUTION SUMMARY

2022-486

Routine transfer of funds for year end.	In	Out
Code Enforcement SW	\$6,500.00	
Administration OE		\$6,500.00



RESOLUTION NO. 2022-486

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

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

WHEREAS, it has been determined that various line items within the 2022 fiscal year operating budget need additional funds to cover these expenditures; and,

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

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

Current Fund:	Transfer In	Transfer Out
Code Enforcement SW	\$6,500.00	
Administration OE		\$6,500.00

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

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-486 which was finally adopted by the City Council at a meeting held on the 21st day of December, 2022

CERTIFIED BY ME THIS 22nd DAY OF December, 2022.

LISA ESPOSITO
CITY CLERK

2022 Budget Transfers

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

Attachment: 2022 Budget Transfers (2022-486 : 2022 Budget Transfers #2)



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 21, 2022
RESOLUTION SUMMARY

2022-487

Resolution authorizing an agreement with Geese Chasers for geese management at Sunset Park for 2023. Quotes Received: Geese Chasers \$11,628 with additional \$85 per nest for egg addling, Birds Beware \$12,000 with no additional charges for egg addling,



RESOLUTION NO. 2022-487

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH GEESE CHASERS FOR GEESE MANAGEMENT AT SUNSET PARK

WHEREAS, there exists the need for the City of Asbury Park to enter into an agreement for geese management at Sunset Park for 2023; and

WHEREAS, the City has solicited and obtained two quotes from Geese Chasers LLC and Birds Beware; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for geese management for 2023 to Geese Chasers, LLC at a monthly rate of \$969 with an additional \$85 per nest for egg addling; and

WHEREAS, the amount paid pursuant to this agreement shall not exceed \$11,628.00 plus egg addling services, as needed; and

WHEREAS, the Chief Financial Officer has certified that funds will be available in the following account 3-01-20-100-000-207 of the 2023 budget . The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes to execute a agreement for geese management at Sunset Park with Geese Chasers LLC in the form attached hereto effective January 1, 2023 through December 31, 2023; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-487 which was finally adopted by the City Council at a meeting held on the 21st day of December, 2022

CERTIFIED BY ME THIS 22nd DAY OF December, 2022.

LISA ESPOSITO
CITY CLERK



4 Milton Drive
Medford, NJ 08055
856-912-2764

deborah@geesechasers.com

Asbury Park
Tracy Lizardi
One Municipal Plaza
Asbury Park, NJ 07712
732-502-5710
Tracy.lizardi@cityofasburypark.com

5 December 2022

Dear Tracy,

Please accept this *Geese Chasers' LLC renewal* proposal for clearing and maintaining a virtually geese free environment year-round for: **Sunset, Asbury Park NJ.**

Initial Clearing Phase: Involves daily visits, as needed, for 4 to 12 weeks. This frequent harassment will eventually clear any resident geese from your property and keep them from returning and nesting.

Maintenance Phase: Involves daily visit, as needed, to maintain a virtually geese-free environment year-round. Maintenance is an ongoing program. The Canada goose population in your area is out of control and our maintenance program assures that the geese in the area know that your property is not a safe place for them. Our program triggers the *predatory response* inherent in geese. Also, any migrating geese looking for a place to feed, roost or nest will move on when exposed to our methods.

Cost = \$969 monthly no tax since you are exempt

Egg Addling is \$85 per nest. We can provide assistance with obtaining free permits.

ON CALL at no extra Charge! GPS tracking available -get an automatic email when we are onsite.

When approved, please sign, scan and email back deborah@geesechasers.com

Approved,

Approved,

DN Young 12/5/22

X _____
Deborah N Young/COO

X _____
Asbury Park /Date

Dates of Service: January 1 – December 31, 2023



"THE #1 NAME in GOOSE CONTROL"
www.GeeseChasers.com





50 Townsend Drive, Middletown, NJ 07748 Tel/Fax (732) 671-6377

www.BirdsAndGeeseBeware.com Paul@birdsandgeesebeware.com

December 7, 2022

City of Asbury
One Municipal Plaza
Asbury Park, NJ 07712

Re: Goose control - Sunset Park

The following information and proposal will detail our estimate for the above location.

As a public health pest, birds can harbor disease organisms, which may affect people, pets, and domesticated animals. Birds frequently deposit their manure indiscriminately on sidewalks, people, buildings, park benches, statues, and cars. The droppings are not only objectionable to the eye and nose, but can permanently stain and/or cause premature rusting and corrosion of some metal structures and objects. Large amounts of droppings can severely damage and/or kill valuable trees and other vegetation.

More than 60 transmittable diseases (some of which are fatal) are associated with pigeons, starlings and house sparrows. For example:

Histoplasmosis is a respiratory disease that may be fatal. It results from a fungus growing in dried bird droppings.

Cryptococcosis is caused by yeast found in the intestinal tract of pigeons and starlings. The illness often begins as a pulmonary disease and may later affect the central nervous system. Since attics, cupolas, ledges, schools, offices, warehouses, mills, barns, park buildings, signs, etc. are typical roosting and nesting sites, the fungus is apt to be found in these areas.

St. Louis Encephalitis, an inflammation of the nervous system, usually causes drowsiness, headache and fever. It may even result in paralysis, coma or death. St. Louis encephalitis occurs in all age groups but is especially fatal to persons over age 60. The disease is spread by mosquitos, which have fed on infected house sparrow, pigeons and house finches carrying the Group B virus responsible for St. Louis encephalitis.

Salmonellosis often occurs as *food poisoning* and can be traced to pigeons, starlings and sparrows. The disease bacteria are found in bird droppings; dust from droppings can be sucked through ventilators and air conditioners,

contaminating food and cooking surfaces in restaurants, homes and food processing plants.

To provide the control of Geese from your property we recommend the following:

Hazing

We will provide a hazing program using Border Collies. This program will consist of multiple visits per week, seven days a week if needed and at times twice a day varying the times so the geese won't be accustomed to a routine. Geese tend to migrate during the colder months and snow covered times. Because geese are always flying and looking for a new safe feeding area. Geese tend to remain in this region all year long. Because Wild geese are protected under the Migratory Bird Treaty Act we will not harm the Geese, just haze them so they seek other areas to feed, roost and nest. The goal is to haze the geese enough that they will look for a new nesting and feeding area.

During our service we can provide Egg Addling. This is the process of treating the eggs by shaking, freezing, coating with oil or puncturing the eggs. The land owner/manager is responsible for applying for the permits. Birds Beware Inc will provide this service at **NO ADDITIONAL CHARGE** and will be done during our routine service.

We will provide service to:

- Sunset park (located on the West end of Sunset lake)
- grass area located on North and South lake banks
- Entire Sunset lake

The cost for this custom Goose hazing program, which includes multiple visits per week is **\$1000.00** per month

Egg Addling done at **NO ADDITIONAL CHARGE**

Invoice is emailed at the beginning of the service month.

Sincerely,

Paul Scammacca
Bird Control Specialist

Acceptance signature of proposal and terms

Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 21, 2022
RESOLUTION SUMMARY

2022-488

Approving contract for community nursing services for the year 2023.



RESOLUTION NO. 2022-488

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

RESOLUTION AWARDED PROFESSIONAL COMMUNITY NURSING SERVICES FOR THE CITY'S DEPARTMENT OF SOCIAL SERVICES JANUARY 1, 2023– DECEMBER 31, 2023

WHEREAS, The Visiting Nurse Association Health Group, 23 Main Street, Suite D1, Holmdel N.J. 07733 has provided community nursing services for the City's Department of Social Services since 1996; and

WHEREAS, community nursing services is required by the contract between the City of Asbury Park and the New Jersey Department of Human Services, Division of Mental Health Services; and

WHEREAS, funding for such services is provided through the grant contract between the City of Asbury Park and the State Department of Human Services, Division of Mental Health Services; and

WHEREAS, The Visiting Nurse Association of Central Jersey has agreed to continue to provide professional community nursing services throughout the year of 2023 at the cost of \$86,000; and

WHEREAS, said contract is contingent upon the approval of the State Fiscal Monitor as mandated by our Memorandum of Agreement with the State of New Jersey, Division of Local Government Finances.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Asbury Park that the City Manager is hereby authorized to enter into a contractual agreement with the Visiting Nurse Association Health Group for the provision of professional nursing services for the calendar year 2023 at a cost not to exceed \$86,000.

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

NO. 2022-488 which was finally adopted by the City Council at a meeting held on the 21st day of December, 2022

CERTIFIED BY ME THIS 22nd DAY OF December, 2022.

LISA ESPOSITO
CITY CLERK

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made as of the 1st day of January 2023 by and between Visiting Nurse Association Central Jersey (“VNACJ”), Inc. and City of Asbury Park (“Business Associate”). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of VNACJ (“Protected Health Information”), will be handled between Business Associate and VNACJ and with third parties during the term of their Agreement and after its termination.

RECITALS

WHEREAS, VNACJ and Business Associate are parties to an agreement dated January 1, 2023 for the provision of services (the “Agreement”); and

WHEREAS, both VNACJ and Business Associate are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Regulation”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

NOW, THEREFORE, the Parties mutually agree as follows:

- A. **Permitted Uses and Disclosures of Protected Health Information.** Pursuant to the terms of the Services Agreement, Business Associate provides services for VNACJ that may involve the use and disclosure of Protected Health Information. Except as otherwise limited in this Agreement, Business Associate may:
1. use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, VNACJ as specified in the Services Agreement provided that such use or disclosure would not violate the Privacy Rule if done by VNACJ.
 2. use the Protected Health Information in his possession for his proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are required or permitted under state and federal laws, and provided that such Protected Health Information will be held confidentially and used only as required by law or for the purpose for which it was disclosed;
 3. use Protected Health Information to provide Data Aggregation services to VNACJ as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

B. Responsibilities of Business Associate. Unless otherwise limited herein, Business Associate shall:

1. use or disclose information no further than is permitted or required by this Agreement or required by law, and use appropriate safeguards to prevent use or disclosure of information other than as provided by this Agreement;
2. report to VNACJ any use or disclosure of the information other than as permitted or required by this Agreement or required by law;
3. make available protected health information in accordance with 45 C.F.R. § 164.524;
4. make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 C.F.R. 164.526, and make information available to provide an accounting of disclosures pursuant to 45 C.F.R. 164.528;
5. ensure that any agents or subcontractors of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to Protected Health Information;
6. make his internal practices, books and records available to the Secretary of Health and Human Services for purposes of determining VNACJ's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges. and provide access to Protected Health Information in a Designated Record Set, to VNACJ or, as directed by VNACJ, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524;
7. upon prior written request, time and manner designated by VNACJ, make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to VNACJ for purposes of enabling VNACJ to determine the Company's compliance with the terms of this Agreement.

C. Responsibilities of VNAHG with regard to the use and/or disclosure of Protected Health Information by the company, VNACJ hereby agrees:

1. to inform Business Associate of any changes in the form of notice of privacy practices (the "Notice") that VNACJ provides to individuals pursuant to 45 C.F.R. § 164.520, and provide Business Associate a copy of the Notice currently in use.
2. to inform Business Associate of any changes in, or withdrawal of, the consent or authorization provided to VNACJ by individuals pursuant to 45 C.F.R. § 164.506 or § 164.508.

3. to notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of VNACJ under 45 C.F.R. §§ 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by VNACJ.

D. Term and Termination

1. Responsibilities of Business Associate Upon the Termination of the Services Agreement:

- a. Upon the termination of the Services Agreement, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents.
 - b. If it is not feasible for Business Associate to return or destroy said Protected Health Information upon the termination of the Services Agreement, Business Associate will notify VNACJ in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
 - c. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent upon the termination of the Services Agreement, Business Associate will provide a written explanation to VNACJ and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.
2. **Term.** The Term of this Agreement shall be effective as of the date hereof. This Agreement shall terminate (1) when all of the Protected Health Information provided by VNACJ to Business Associate, or created or received by Business Associate on behalf of VNACJ, is destroyed or returned to VNACJ, or (2) if it is infeasible to return or destroy Protected health Information, protections are extended to such information, in accordance with Section D(1) of this Agreement.

3. **Termination of Services Agreement for Cause.** The following termination provisions shall apply in addition to the termination provisions specified in the Services Agreement:

- a. Upon VNACJ's knowledge of a material breach of this Agreement by Business Associate, VNACJ shall, upon written notice to Business Associate, provide Business Associate thirty (30) days to cure the breach. If such breach is not cured within said thirty (30) days, VNACJ may thereafter terminate (i) this Agreement and (ii) the Agreement.
- b. If neither termination nor cure are feasible, VNACJ shall report the violation to the Secretary.

E. Indemnification

1. The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulation, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The Parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.

F. Definitions and References

1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
2. Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. §§ 160 and Part 164, subparts A and E.
3. Protected Health Information. Protected Health Information shall have the same meaning as the term protected health information in 45 C.F.R. § 164.501 limited to the information created or received by Company from or on behalf of VNACJ. As defined in 45 C.F.R. § 164.501 Protected Health Information means "individually identifiable health information," including electronic records, paper records and oral communications. Individually Identifiable Information includes information, including demographic information, collected from an individual and: (1) is created or received by a health care

provider, health plan, employer or health care clearing house; and (2) relates to the past, present, or future payment for the provision of health care to and individual; and either identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

4. Secretary. Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
5. Designated Record Set. Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

City of Asbury Park

Visiting Nurse Association Central Jersey, Inc.

Donna Viero
(Print)

Colleen Nelson, RN, MSN

By: _____

By: _____

Title: City Manager

Title: Vice President of Clinical Operations for the
Children and Family Health Institute

Date: _____

Date: _____

P.L. 1975, c. 127
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
(N.J.A.C. 17:27-3.4)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of the nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable; will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, N.J.S.A. 10:5-31, et seq. as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions,

that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1, et seq.

To: Visiting Nurse Association Central Jersey, Inc.

I certify that the above information is correct to the best of my knowledge.

Name of Contractor: City of Asbury Park

Signature: _____

Printed Name: _____

Title: _____

Date: _____

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY
AND
THE CITY OF ASBURY PARK

This letter of agreement is made as of the first day of January, 2023 by and between The Visiting Nurse Association of Central Jersey (VNACJ), and the City of Asbury Park, Department of Social Services, for the provision of nursing services to any resident of Asbury Park who may be considered to be psychiatrically or medically “at risk” and in need of services, particularly, the seriously and chronically mentally ill.

Responsibility of the VNACJ

1. Provide a Community Health Nurse (CHN) to the City of Asbury Park, Department of Social Services for Thirty hours (30) per week of nursing services, for 47 weeks.
2. The VNACJ Manager of Public Health will provide clinical supervision to the CHN.
3. The CHN will provide: a) community outreach, b) evaluation, assessment, referral and short-term follow-up of individuals and families, c) appropriate referral and service linkages within the community for health intervention, d) liaison with the County Departments of Health and Human Services and the correction system, e) collaboration with police, code enforcement, fire and EMS personnel.
4. Assure accessible cultural and linguistic information and services as appropriate.
5. Meet with the City’s Director of Social Services and Social Worker to coordinate Service plans.
6. Provide data to assure required project reporting.
7. Assure that the CHN is licensed as a Registered Nurse in the State of New Jersey.

8. Provide adequate liability insurance, naming The City of Asbury Park and the State of New Jersey, Department of Human Services, Division of Mental Health Services, and their employees and agents as additionally insured.
9. Maintain individual client documentation as required by the City of Asbury Park, Department of Social Services, in compliance with the contract-funding source.
10. Assist in compiling required project information in compliance with the contract funding source.
11. Participate in program audits as required.

Responsibility of the City of Asbury Park

1. Be responsible for case management, counseling and administration of the project.
2. Meet with the CHN on a regular basis to assure program coordination.
3. Assure confidentiality of patient files, in compliance with HIPAA; files are to be stored in the computerized record system of the Asbury Park Department of Social Services.
4. Submit necessary reports in compliance with the contract funding source.
5. Provide reimbursement to VNACJ in the amount of \$86,000 payable in monthly increments of \$7166.00.

This agreement shall be in effect from January 1, 2023 through December 31, 2023.

Donna Viero, City Manager

Colleen Nelson, BSN, RN
Vice President of Clinical Operations
for the Children and Family Health
Institute

Date

Date



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 21, 2022
RESOLUTION SUMMARY

2022-489

Authorizing the City of Asbury Park to Execute a License Agreement to Permit a Limited Encroachment Into the Right-of-Way Area Adjacent to the Property Located at 209 Sixth Avenue, Relating to an Existing Retaining Wall Along Webb Street



RESOLUTION NO. 2022-489

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

RESOLUTION AUTHORIZING THE CITY OF ASBURY PARK TO EXECUTE A LICENSE AGREEMENT TO PERMIT A LIMITED ENCROACHMENT INTO THE RIGHT-OF-WAY AREA ADJACENT TO THE PROPERTY LOCATED AT 209 SIXTH AVENUE (BLOCK 4201, LOT 11), RELATING TO AN EXISTING RETAINING WALL ALONG WEBB STREET

WHEREAS, the City of Asbury Park (the “City”) possesses jurisdiction over certain public right-of-way (“R.O.W.”) areas located within the City; and

WHEREAS, the Francis D. and Gabriella G. Cucinotta (referenced as the “Owners”) are the record owners of certain real property located at 209 Sixth Avenue in the City, which is more commonly known and designated as Block 4201, Lot 11 on the City Tax Map (the “Property”); and

WHEREAS, the Owners have requested the City’s permission to maintain an existing retaining wall (the “retaining wall”) which they constructed within the R.O.W. area adjacent to the Property along Webb Street; and

WHEREAS, the location, height and appearance of the retaining wall (which is split into two separate sections) are depicted in more detail in Exhibits “A” through “C” which are annexed to the attached License Agreement; and

WHEREAS, the Mayor and Council have previously determined to consider requests for encroachment into the public R.O.W. areas on a case-by-case basis; and

WHEREAS, to the extent that the City possesses jurisdiction over the R.O.W. area (the “R.O.W. area”) adjacent to Webb Street where the encroachment is located, and without making any affirmative representations with regard thereto, the City is willing to permit the continued presence/maintenance of the retaining wall in the R.O.W. area under the terms and conditions set forth in the attached License Agreement, or one which is substantially similar thereto and satisfactory to the City Attorney.

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, to the extent that the City possesses jurisdiction over the R.O.W. area and without making any affirmative representations with regard thereto, the City hereby grants to the Owners the right (also known as the “License”) to continually maintain and/or repair the existing retaining wall that is located in the R.O.W. area along Webb Street, conditioned upon payment of the sum of One Thousand Dollars (\$1,000.00) per annum, and further subject to the terms and conditions set forth in a License Agreement to be executed by the Parties.
2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached License Agreement, or one which is substantially similar thereto and which is approved by the City Attorney.
3. That all other City officials and employees are hereby authorized to undertake any activities that are necessary in furtherance of the intentions of the within Resolution.
4. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Francis D. and Gabriella G. Cucinotta;
 - b. Donna M. Vieiro, City Manager;
 - c. Michele Alonso, Director of Planning and Redevelopment; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-489 which was finally adopted by the City Council at a meeting held on the 21st day of December, 2022

CERTIFIED BY ME THIS 22nd DAY OF December, 2022.

LISA ESPOSITO
CITY CLERK

**LICENSE AGREEMENT TO PERMIT A LIMITED ENCROACHMENT INTO THE
RIGHT-OF-WAY AREA ADJACENT TO THE PROPERTY LOCATED AT
209 SIXTH AVENUE (BLOCK 4201, LOT 11), RELATING TO AN EXISTING
RETAINING WALL LOCATED ALONG WEBB STREET,
ASBURY PARK, NEW JERSEY.**

THIS AGREEMENT (the "Agreement") is entered into this ____ day of _____, 202__, by and between FRANCIS D. and GABRIELLA G. CUCINOTTA, whose address is 209 Sixth Avenue, Unit 1, Asbury Park, New Jersey 07712, and their successors and/or assigns ("Licensees"), and the CITY OF ASBURY PARK, a municipal corporation of the State of New Jersey, whose address is 1 Municipal Plaza, Asbury Park, New Jersey 07712 ("Licensor" or "City").

Collectively, the Licensees and the Licensor shall hereinafter be referred to as the "Parties."

WITNESSETH:

WHEREAS, the Licensor possesses jurisdiction over certain public right-of-way ("R.O.W.") areas located within the City; and

WHEREAS, the Licensees are the record owners of certain real property located at 209 Sixth Avenue in the City, which is more commonly known and designated as Block 4201, Lot 11 on the City Tax Map (the "Property"); and

WHEREAS, the Licensees have requested the City's permission to maintain an existing masonry retaining wall (the "retaining wall") which they constructed within the R.O.W. area adjacent to the Property along Webb Street; and

WHEREAS, the location, height and appearance of the retaining wall (which is split into two separate sections) are depicted in more detail in Exhibits "A" through "C" attached hereto, as referenced below; and

WHEREAS, two (2) photographs of the existing retaining wall are attached hereto as Exhibit "A"; and

WHEREAS, a schematic of the existing retaining wall (which depicts the two separate sections thereof) is attached hereto as Exhibit "B"; and

WHEREAS, a survey of the Property, as prepared by Michael J. Williams Land Surveying, LLC, dated March 15, 2014, and last revised September 5, 2022, which includes the existing retaining wall, is attached hereto as Exhibit "C"; and

WHEREAS, to the extent that the City possesses jurisdiction over the R.O.W. area (the "R.O.W. area") adjacent to Webb Street where the encroachment is located, and without making any affirmative representations with regard thereto, the City is willing to permit the continued

presence/maintenance of the retaining wall in the R.O.W. area under the terms and conditions set forth herein.

NOW, THEREFORE, based upon the mutual promises, terms and conditions set forth below and for good and valuable consideration, the adequacy of which the Parties expressly acknowledge, the Parties agree as follows:

1. That, to the extent that the City possesses jurisdiction over the R.O.W. area and without making any affirmative representations with regard thereto, the City hereby grants to the Licensees the right (also known as the "License") to continually maintain and/or repair the existing retaining wall that is located in the R.O.W. area along Webb Street, as depicted and described in more detail in the attached Exhibits "A" through "C", conditioned upon payment of the sum of One Thousand Dollars (\$1,000.00) per annum to the City, and further subject to the terms and conditions set forth herein.
2. The within License shall allow the existing retaining wall only, and no other improvements (other than flowers and shrubbery), to remain in the R.O.W. area. The existing retaining wall may not be expanded in size or scope without obtaining further written approval from the City. Further, the Licensees must request and receive written permission from the City to permit any other improvements to exist within the said R.O.W. area.
3. The annual fee referenced in Paragraph 1 above shall be payable to the "City of Asbury Park" as follows:
 - a. The fee for 2023 must be paid within seven (7) days of the execution of the within License Agreement.
 - b. The fee for all subsequent years (2024 and beyond) shall be due and payable on or before **January 1st** of each year. The Licensees shall be granted a ten (10) day grace period from that date to make each annual payment. Failure to make payment within said time period shall enable the City to cancel the within Agreement without further notice. If the Agreement is terminated, then the Licensees shall remove the retaining wall from the R.O.W. area within thirty (30) days of receipt of notice by the City or be subject to municipal summonses.
4. This Agreement and the within License shall also be revocable at the will of Licensor upon thirty (30) days prior written notice to the Licensees, and the Licensees shall have no recourse whatsoever against the Licensor if said Agreement and License is revoked at any time and/or for any reason. If the Agreement is terminated, then the Licensees shall remove the retaining wall from the R.O.W. area within thirty (30) days of receipt of notice by the City or be subject to municipal summonses. In such case, any fee(s) paid prior to removal shall not be prorated, and the Licensees shall have no right to a return of any fee(s) already paid to the City.

5. The Parties agree that this Agreement shall be terminated in the event the Licensees remove the existing retaining wall. In such case, any fee(s) paid prior to removal shall not be prorated, and the Licensees shall have no right to a return of any fee(s) already paid to the City.
6. The Licensees shall exercise the rights granted herein at the Licensees' own risk and agree that they shall not be entitled to claim any damages against the Licensor for any injury or damages suffered on account of the License granted herein, except to the extent that any claim or damages is/are caused by the gross negligence or willful misconduct of the Licensor.
7. The Licensees, along with their successors and/or assigns, agree to indemnify and hold harmless the Licensor, as well as all officials, employees and agents of the Licensor, against any and all liability for injury or damages sustained to any person or property arising from or relating to the existing retaining wall and/or the R.O.W. area which are the subject of the License granted herein, including reasonable legal fees, except to the extent that any claims or damages are caused by the gross negligence or willful misconduct of Licensor.
8. The Licensees acknowledge that additional approvals may be required from other agencies and/or authorities, besides the Licensor, that may have jurisdiction over the R.O.W. area. It is the Licensees' sole responsibility to investigate whether any other agencies or authorities have such jurisdiction and, if so, to obtain the requisite approval(s) from said agencies and/or authorities, provided, however, that the Licensor agrees to cooperate in any effort of the Licensees to obtain the consent of any such agency or authority to use the R.O.W. area, for the purpose stated herein.
9. Use of the R.O.W. area for the existing retaining wall shall cease as of the time that the Licensees sell the Property. The within License shall not run with the land, and shall not be assignable or transferable without the written approval of the Licensor.
10. This Agreement may be amended and modified only by an instrument in writing, executed by the Parties hereto, or their successors and/or assigns.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
12. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic mail or facsimile version of an executed original of this Agreement shall be deemed as valid as if an original one were delivered.

[Signatures on the Next Page.]

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year first written above.

Witness:

Licensee:

Print Name: _____

By: FRANCIS D. CUCINOTTA _____

Licensee:

Print Name: _____

By: GABRIELLA G. CUCINOTTA _____

Attest:

CITY OF ASBURY PARK

Lisa Esposito, City Clerk

Honorable John Moor, Mayor

EXHIBIT “A”

CONFIDENTIAL

110M:20948

3.C.5.a

A.3.a

Attachment: Letter and documents for wall in Row (4806 : Easement in Right of Way for 209 Sixth Avenue (Block 4201, Lot 11))

Attachment: License Agreement to Permit Limited Encroachment Into City's R.O.W. Relating to Existing Retaining Wall_209 Sixth Ave



Photo 3: Flower Garden

Attachment: Letter and documents for wall in Row (4806 : Easement in Right of Way for 209 Sixth Avenue (Block 4201, Lot 11))
Attachment: License Agreement to Permit Limited Encroachment Into City's R.O.W. Relating to Existing Retaining Wall 209 Sixth Ave

EXHIBIT “B”

209 6th Avenue Retaining Wall (12 inches wide)

Ground Level View from Webb St



20 ft, 1 inch



50 ft, 10 inches

3 ft, 5 inches

54 ft, 3 inches

Aerial View

12 inches

12 inches

12 inches

30 inches

30 inches

Walkway



20 ft, 1 inch

9 inches

21 inches

54 ft, 3 inches

Not to Scale, but close

2 1 inch

54 ft, 3 inches

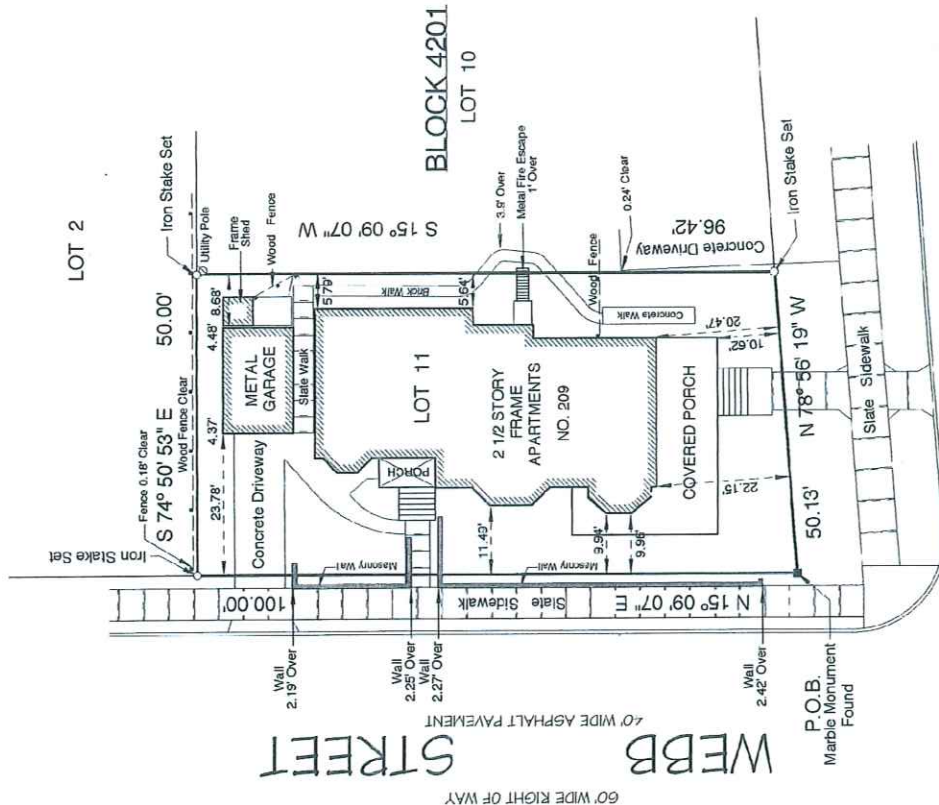
T Length - 74 ft, 4 inches

CONFIDENTIAL

ischematic

EXHIBIT “C”

Attachment: License Agreement to Permit Limited Encroachment Into City's R.O.W. Relating to Existing Retaining Wall_209 Sixth Ave



TO: FRANCES D. CUCIOTTA AND GABRIELLA G. CUCIOTTA: GMH MORTGAGE SERVICES, LLC; ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTEREST MAY APPEAR, 625 WEST RIDGE PIKE, CONSHOCKEN, PA 19248; SURETY TITLE AGENCY; RICHARD W. HOGAN, J.D.

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS MAP IS THE RESULT OF A FIELD SURVEY MADE ON FEBRUARY 15, 2014, BY ME OR UNDER MY DIRECT SUPERVISION, IN ACCORDANCE WITH THE RULES AND REGULATIONS PROMULGATED BY THE "STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS".

THE INFORMATION SHOWN HEREON CORRECTLY REPRESENTS THE CONDITIONS FOUND AT, AND AS OF THE DATE OF THE FIELD SURVEY, EXCEPT SUCH IMPROVEMENTS, OR EASEMENTS, IF ANY, BELOW THE SURFACE AND NOT VISIBLE.

THIS CERTIFICATION IS GIVEN SOLELY TO THE ABOVE NAMED PARTIES.

CAUTION: IF THIS DOCUMENT DOES NOT CONTAIN A RAISED IMPRESSION SEAL OF THE PROFESSIONAL, IT IS NOT AN AUTHORIZED ORIGINAL DOCUMENT AND MAY HAVE BEEN ALTERED.

PREMISES BEING ALSO KNOWN AND DESIGNATED AS LOT 11 IN BLOCK 4201 AS SHOWN ON THE TAX MAP OF THE CITY OF ASBURY PARK.

LOT AREA: 4,910 SQUARE FEET

MICHAEL J. WILLIAMS PROFESSIONAL LAND SURVEYOR NEW JERSEY LICENSE NO. 25609		FIELD SURVEY BY: M.J.W. & T.M.R.		SURVEY OF PROPERTY	
No. 1		DATE: Sept. 5, 2022		209 SIXTH AVENUE	
Show Manure Wall Encroachment into Webb Street. All Other Real Property Shown is As Of 3/15/2014		REVISIONS		CITY OF ASBURY PARK	
MICHAEL J. WILLIAMS LAND SURVEYING, LLC CERTIFICATE OF AUTHORIZATION NO. 24GA28150500		OCEAN GROVE, NJ 07746		MONMOUTH COUNTY NEW JERSEY	
TEL: (732) 983-6440 FAX: (732) 502-0869		DATE: MARCH 15, 2014		SEE FILE	
SCALE: 1" = 20'		FED. ROAD		S - 261	
PROFESSIONAL PLANNER NEW JERSEY LICENSE NO. 3919		E.D.		A - 7330	



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 21, 2022
RESOLUTION SUMMARY

2022-490

An agreement for the City to use the Fifth Avenue Bandshell for public events and for Madison Marquette to use the Bandshell for dining and entertainment.



RESOLUTION NO. 2022-490

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

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ASBURY PARK TO AUTHORIZE THE CITY TO ENTER INTO AN AGREEMENT WITH MADISON ASBURY RETAIL, LLC REGARDING CERTAIN PUBLIC EVENTS AT THE FIFTH AVENUE PAVILLION BAND SHELL

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

WHEREAS, the Redevelopment Plan envisioned that Pavilions between Ocean Ave and the Boardwalk, including the 5th Avenue Pavilion, would contain "retail, entertainment and restaurant operations of a more seasonal nature"; and

WHEREAS, Section 3.1 of the Redevelopment Plan stated that the Pryor Band Shell, located in the Fifth Avenue Pavillion (the "**Band Shell**") should be renovated for "retail/entertainment use"; and

WHEREAS, on June 1, 2010, the City Council, Asbury Partners, LLC, and MA Retail entered into a Subsequent Developer Agreement, pursuant to the Redeveloper Agreement, naming MA Retail as subsequent developer of certain retail properties, including the Fifth Avenue Pavillion and to implement the development, financing, construction, operation and management of certain areas in the Area (the "**Subsequent Developer Agreement**"); and

WHEREAS, in 2016, MA Retail proposed the renovation of the Band Shell, including the construction of a new band shell (seating 200 people) on the roof of the building. MA Retail stated that due to the deterioration the old band shell could not be saved; and

WHEREAS, on July 27, 2016, the City Council adopted Ordinance No. 2016-331 which found the proposed renovation of the Band Shell to be consistent with the Redevelopment Plan, which permits "amusements, restaurants and retail spaces", and referred the matter to the Planning Board with certain recommendations for appropriate review and approvals in accordance with the provisions of the Redevelopment Plan and the Municipal Land Use Law; and

WHEREAS, among the recommendations made by the City Council to the Planning Board in Ordinance No. 2016-331 included that "MA Retail agreed that MA Retail in conjunction with the rooftop operator would host certain free public events in the Band Shell space at their cost. As a condition of the City's

approval, MA Retail shall enter into an agreement detailing the parameters of the Free Public Events prior to the issuance of any building permits for any component or element of the Proposal”; and

WHEREAS, the City desires to repeal Resolution 2022-399, adopted on September 14, 2022 and entitled “Agreement between Madison Asbury Retail and the City of Asbury Park to formalize and set terms for the City to host up to six public events at the Fifth Avenue Bandshell” and also desires to enter into an Agreement to partner with MA Retail to host certain Public Events annually in the restored outdoor Band Shell.

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

1. The City is hereby authorized to enter into an Agreement with MA Retail to host certain Public Events annually in the restored outdoor Band Shell, located in the 5th Avenue Pavilion, in accordance with the provisions of the Agreement (attached hereto as Exhibit 1).
2. Resolution 2022-399 is hereby repealed and this Agreement hereby replaces any and all agreements between the parties that contemplate such events.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-490 which was finally adopted by the City Council at a meeting held on the 21st day of December, 2022

CERTIFIED BY ME THIS 22nd DAY OF December, 2022.

LISA ESPOSITO
CITY CLERK

**AGREEMENT BETWEEN THE CITY OF ASBURY PARK
AND MADISON ASBURY RETAIL, LLC REGARDING
CERTAIN PUBLIC BAND SHELL EVENTS, NON-PUBLIC
BAND SHELL EVENTS AND NON-BAND SHELL EVENTS
AT THE 5TH AVENUE PAVILION**

DATED _____

**Agreement Between the City of Asbury Park and Madison Asbury Retail, LLC
Regarding Certain Public Band Shell Events, Non- Public Band Shell Events and
Non-Band Shell Events at the 5th Avenue Pavilion**

The City of Asbury Park (the “City”) and Madison Asbury Retail, LLC (“MA Retail”) (together the “Parties”) agree to partner and host certain Public Band Shell Events annually in the restored outdoor Band Shell, located in the 5th Avenue Pavilion, in accordance with the provisions of this Agreement. This Agreement hereby replaces any and all agreements between the Parties that contemplate such Events.

The Parties acknowledge that the use of the Band Shell for Public, and Non-Public Band Shell and Non-Band Shell Events are permitted uses under the City’s May 15, 2002 Waterfront Redevelopment Plan (the “Redevelopment Plan”) and the Subsequent Developer Agreement, entered into between MA Retail, Asbury Partners LLC, and the City on June 1, 2010 (the “SDA”). The Redevelopment Plan, envisioned that the Pavilions between Ocean Ave and the Boardwalk, including the Band Shell, contain “retail, entertainment and restaurant operations of a more seasonal nature” and included “theatres and performance space” and “amusements and recreation” as a permitted land use of the Band Shell. Additionally, Section 4.06(d)(ii) of the SDA envisioned that a portion of the Band Shell be used as “multi-purpose flexible space to allow for hospitality and entertainment uses and may incorporate permanent or removable elements.” The Parties also acknowledge that this Agreement reflects certain requirements regarding the use of the Band Shell for such Events, but shall not affect the rights of MA Retail to lease space in the 5th Avenue Pavilion for any otherwise legal use, as described above, except to the extent that the Band Shell is reserved as explicitly described herein for Public Events.

Section 1: The Public Band Shell Events

1.01 **Free Public Band Shell Events**: It is understood and agreed by and between the Parties that MA Retail shall partner with the City to host four (4) Free Public Events annually at the Band Shell, at MA Retail’s sole cost (the “**Free Public Events**”). The Free Public Events shall occur during the Prime Season, defined as May 1 through September 30 of any calendar year. The Free Public Events shall last no longer than four (4) hours. The City shall select the Free Public Band Shell Events and the dates of such Events and shall coordinate the dates of the Free Public Band Shell Events with MA Retail prior to April 1st of each calendar year. MA Retail understands and acknowledges that the City desires the Free Public Band Shell Events to be cultural, educational and/or musical in nature and appeal to a diverse audience. MA Retail shall provide a microphone and a suitcase amplifier or similar amplifier, on an as needed basis, at all Free Public Events. Attendees shall not bring food or and beverages (except water) to the Free Public Events. Concessions at such Free Public Events for food and beverages may be provided by MA Retail or MA Retail’s tenant. The service of alcohol at such Free Public Events shall be prohibited.

1.02 **Non-Prime Season Public Band Shell Events**: In addition to the Free Public Events referenced herein, MA Retail shall make available two (2) additional non-Prime Season

dates for Public Events with the costs of such events to be borne by MA Retail (“**Non-Prime Season Events**”) (together with the “**Free Public Band Shell Events**” the “**Public Events**”). MA Retail shall have the option, but not the obligation to charge a fee for attendance at the Non-Prime Season Band Shell Events. The Non-Prime Season Public Band Shell Events shall last no longer than four (4) hours. The City shall select the Non-Prime Season Band Shell Events and the dates, with such dates being coordinated by MA Retail and the City prior to April 1st of the calendar year. Concessions for food and beverages at the Non-Prime Season Band Shell Events may be provided by MA Retail’s tenant. There shall be no alcohol served in the Band Shell or in the promenade during any Public Event. This prohibition shall not apply to Non- Public Band Shell Events.

1.03 Public Access During Public Band Shell Events. In order to ensure public access and egress for the Band Shell during all Public Band Shell Events, MA Retail shall provide unrestricted public access to the Band Shell, consisting of at least 4 feet, 3 inches along the eastern area of the promenade (aka Elevated Existing Walkway) and of at least 4 feet 2 inches long the western area of the promenade, and shall provide access to the elevator located behind the Band Shell as shown on **Exhibit A**, entitled: Roof Deck Restaurant Tenant Fit-Out, prepared by Massa Multimedia Architecture, PC, dated October 4, 2022. In order to provide safe and unrestricted ingress and egress during the Public Band Shell Events, MA Retail Agrees that the tables and chairs on the promenade and in the area above the structured seating, and the Bar are to remain vacant. During all Public Band Shell Events the location of all other movable features, i.e., bar and bar stools and hostess stand, shall be as shown on **Exhibit B**, entitled: Roof Deck Tenant Fit-Out, Life Safety Plans and Code Information (A-2), prepared by Massa Multimedia Architecture, PC, dated October 4, 2022, in accordance with all applicable fire regulations, safety inspections and other applicable laws.

During such Public Band Shell Events, no alcoholic beverage service shall be permitted in the Band Shell area. The tables and chairs shall be cleared of all utensils, glasses, plates and other items prior to the Public Band Shell Events and shall remain clear of such items during such Events.

Section 2: The Non-Public Band Shell Events and Non-Event Use of the Band Shell Area.

The Parties acknowledge that the Band Shell and all of the 5th Avenue Pavilion Structure is owned by Madison Asbury Retail, LLC. The Parties further acknowledge that MA Retail has the right to lease all areas of the 5th Avenue Pavilion Structure, including all outdoor areas, for any lawful purpose permitted in the Waterfront Redevelopment Plan and as part of site plan approval, which right exists separate and apart from this Agreement, and includes but is not limited to the right to operate or lease to third parties certain outdoor dining areas for the service of food and beverages. In conjunction with the implementation of this Agreement, the Parties have also agreed to fire safety and other operational provision concerning the Non-Public Band Shell Events and the Non-Event Use of the Band Shell Area, as more particularly set forth herein. “Non-Public Band Shell Events” shall mean all events that are not “Public Events” as

defined herein. Non-Event Use of the Band Shell Area shall refer to all other times not otherwise dedicated to either a Public Event or Non-Public Band Shell Event.

2.01 Non-Public Band Shell Events.

In order to ensure safe access and egress for the Band Shell during all Non- Public Band Shell Events, MA Retail shall provide unrestricted access to the Band Shell, consisting of at least 4 feet, 3 inches along the eastern area of the promenade (aka Elevated Existing Walkway) and of at least 4 feet 2 inches long the western area of the promenade. In order to provide safe and unrestricted access and egress during Non-Public Band Shell Events, the location of all moveable features, i e. tables and chairs, bar and bar stools and hostess stand, shall be as set forth on **Exhibit C**, entitled: Roof Deck Tenant Fit-Out, Life Safety Plans and Code Information (A-1)), prepared by Massa Multimedia Architecture, PC, dated October 4, 2022, in accordance with all applicable fire regulations, safety inspections and other applicable laws. Food and alcoholic beverages may be provided by table and Bar wait service during such Events.

2. 02 Non-Event Use of the Band Shell Area

In order to ensure safe and unrestricted access and egress for the Band Shell during all times not dedicated to either a Public Event or Non-Public Band Shell Event, MA Retail shall provide unrestricted access to the Band Shell, consisting of at least 4 feet, 3 inches along the eastern area of the promenade (aka Elevated Existing Walkway) and of at least 4 feet 2 inches long the western area of the promenade. During times not dedicated to either a Public Event or Non-Public Band Shell Event, the location of all moveable features shall be as set forth on **Exhibit D**, entitled: Roof Deck Tenant Fit-Out, Life Safety Plans and Code Information (A-1), prepared by Massa Multimedia Architecture, PC, dated October 4, 2022, in accordance with all applicable fire regulations, safety inspections and other applicable laws. Food and alcoholic beverages may be provided by table and Bar wait service during such times that are not dedicated to either Public Events or Non-Public Band Shell Events.

Section 3. Capacity Limits: It is understood and agreed that the Band Shell has the capacity to accommodate not more than two hundred (200) persons.

Section 3: Coordination

The Parties shall coordinate in good faith with each other for all aspects of the Events. Advertising for the Events shall be a joint effort between MA Retail and the City.

Section 4: Duration of Agreement

4.01 **Duration:** This Agreement shall be in effect for a portion of Prime Season 2022 and all of non- Prime Season 2022 and shall continue until December 31, .2027. The City shall have the option but not the obligation to renew this Agreement for an additional five (5) year period, upon notice to MA Retail. Prior to the conclusion of the renewal term, if any, the Parties

shall consult in good faith to determine whether it is in their mutual interest to further extend the term of this Agreement.

4.02 Cancellation of Public Events:

Scheduled Public Events may be cancelled and postponed to another date, by mutual consent of the Parties in the event of inclement weather, or for other emergencies.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the latest date of the signatures affixed hereto.

Attest:

THE CITY OF ASBURY PARK

By: _____

Name: John Moor

Title: Mayor

Date: _____, 2022

Attest:

MADISON ASBURY RETAIL, LLC

By: _____

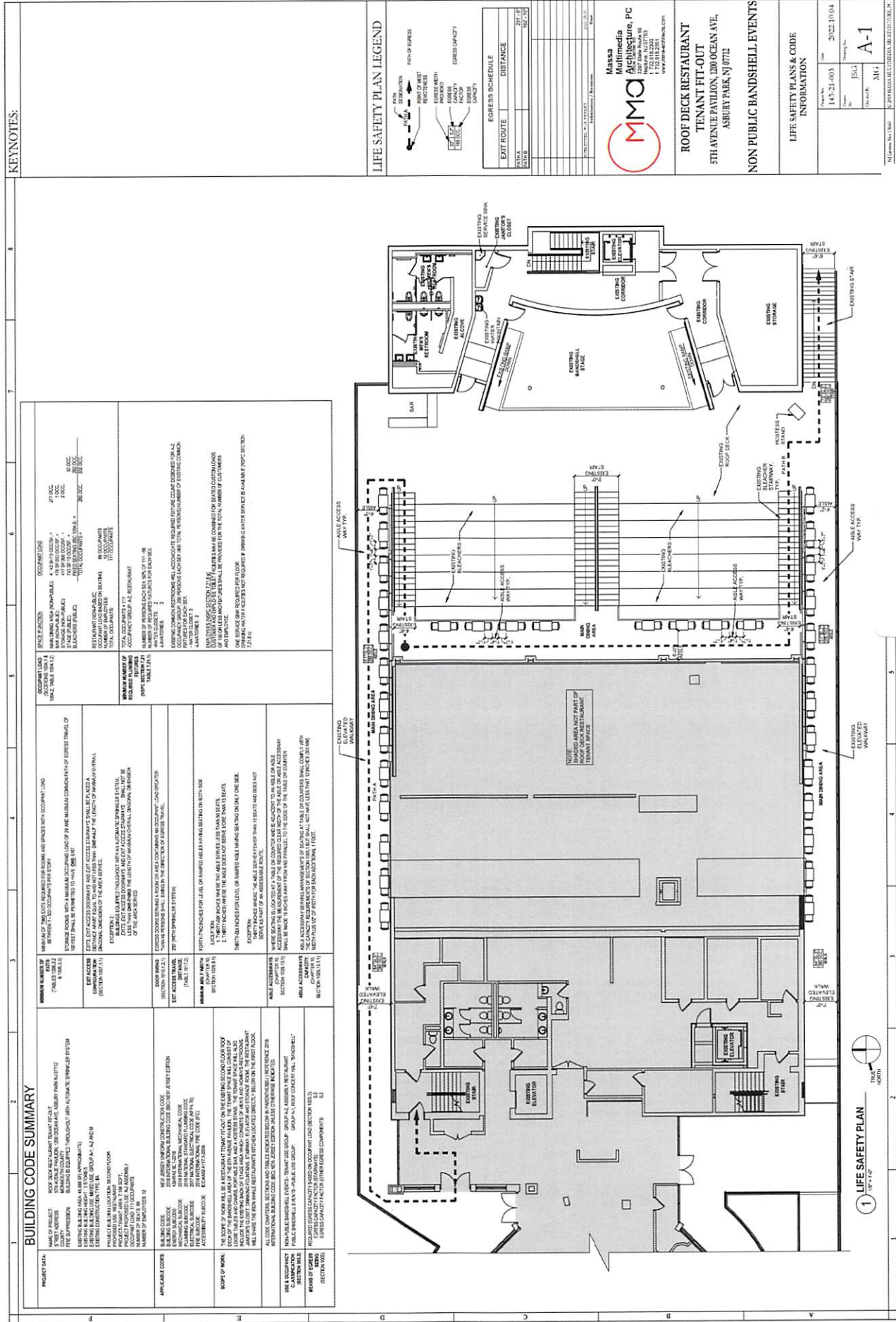
Name:

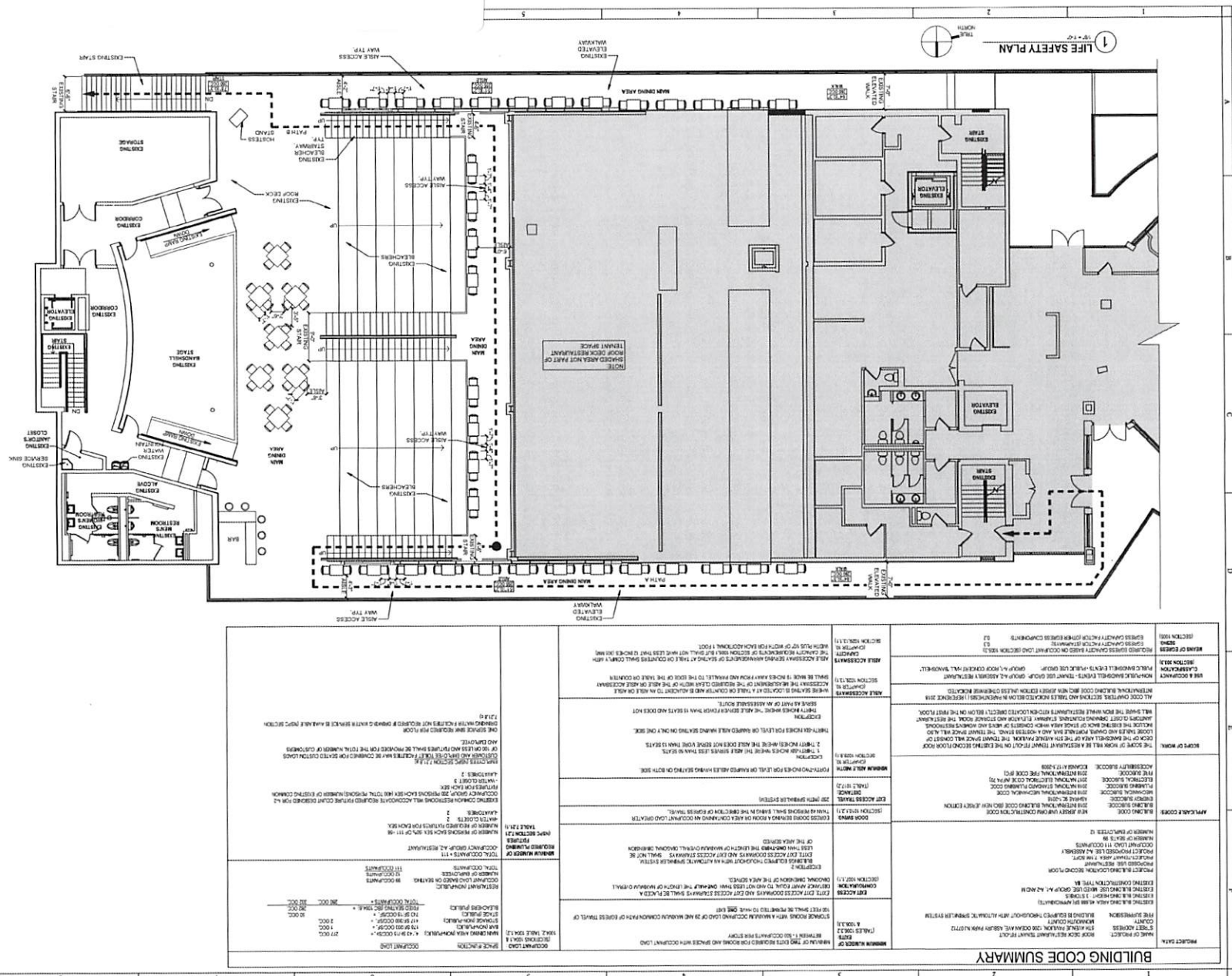
Title:

Date: _____, 2022

Attachment: Band Shell Agreement (2022-490 : Agreement for use of the Fifth Avenue Bandshell)









Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 21, 2022
RESOLUTION SUMMARY

2022-493

Discharge Of Mortgage For Properties Located At 509 Third Avenue And 614 Second Avenue.



RESOLUTION NO. 2022-493

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

RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CANCELLATION/DISCHARGE OF MORTGAGE RELATING TO THE PROPERTIES LOCATED AT 509 THIRD AVENUE AND 614 SECOND AVENUE IN THE CITY OF ASBURY PARK, NEW JERSEY

WHEREAS, the City of Asbury Park (the “City”), through its Regional Contribution Agreement (“RCA”) Rehabilitation Program, provided mortgages to Stefan Aschan (the “Borrower”) in the total amount of \$98,283.00 for housing repairs to abate certified health and safety code violations associated with the premises located at 509 Third Avenue (Block 3401, Lot 16) and 614 Second Avenue (Block 2705, Lot 2); and

WHEREAS, the mortgage relating to the property located at 509 Third Avenue secured the amount of \$46,660.00 and was executed on July 17, 2015, and recorded in the Monmouth County Clerk’s office on November 16, 2015 in Book OR-9140, at Page 5121; and

WHEREAS, the mortgage relating to the property located at 614 Second Avenue secured the amount of \$51,623.00 and was executed on January 24, 2017, and recorded in the Monmouth County Clerk’s office on May 10, 2017 in Book OR-9226, at Page 4224; and

WHEREAS, through the mortgages, the City agreed to grant the Borrower interest-free deferred payment/forgivable loans for a period of ten (10) years on each property, subject to certain terms and conditions (the “restrictions”); and

WHEREAS, pursuant to the terms of the mortgages, the principal amounts of the loans are required to be repaid to the City if the Borrower should vacate or transfer title to the properties prior to the expiration of the ten-year terms, unless the properties are sold to an income-eligible household in accordance with the requirements of COAH and the New Jersey Mortgage Finance Agency; and

WHEREAS, absent the above circumstances, the mortgages would be forgiven at the conclusion of the ten-year period, provided the Borrower still owns the properties; and

WHEREAS, the Borrower has submitted full repayment to the City of the principal amounts due and outstanding associated with each of the above-referenced mortgages prior to the expiration of the ten-year terms associated with each loan; and

WHEREAS, pursuant to the requirements of each mortgage, the City is now required to execute a Cancellation/Discharge of Mortgage given that the principal amounts owed to the City relating to each of the said loans has been repaid; and

WHEREAS, the property owner shall be required to reimburse the City for its reasonable professional fees relating to these matters as a condition of the City's execution of the said Cancellation/Discharge of Mortgage relating to these properties; and

WHEREAS, though the City must execute a Cancellation/Discharge of Mortgage relating to each property, the City nevertheless expressly reserves all rights to pursue any and all legal remedies that may be available against the Borrower for any failure to abide by the restrictions associated with each of said mortgages.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED, by the City Council of the City of Asbury Park, in the County of Monmouth and State of New Jersey, that the Mayor and City Clerk are hereby authorized to execute a Cancellation/Discharge of Mortgage with respect to the properties located at 509 Third Avenue and 614 Second Avenue, Asbury Park, New Jersey, which documents shall be in a form satisfactory to the City Attorney, subject to the condition set forth below.

BE IT FURTHER RESOLVED, that the City's execution of the above-referenced Cancellation/Discharge of Mortgage relating to these properties is conditioned upon the City's receipt of reimbursement from the property owner of the City's reasonable professional fees relating to these matters.

BE IT FURTHER RESOLVED, that the City hereby also expressly reserves all rights to pursue any and all legal remedies that may be available against the Borrower for any failure to abide by the restrictions associated with each of the said mortgages.

BE IT FURTHER RESOLVED, that a certified copy of the within Resolution shall be provided to each of the following:

- a. Donna Vieiro, City Manager;
- b. Frederick C. Raffetto, Esq., City Attorney;
- c. Michael J. Edwards, Esq., Affordable Housing Counsel;
- d. Dan Levin, PP, AICP, Administrative Agent, Community Grants, Planning & Housing;
- e. Michele Alonso, Director of Planning & Redevelopment; and
- f. Elizabeth McManus, LEED AP PP AICP, Affordable Housing Planner.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-493 which was finally adopted by the City Council at a meeting held on the 21st day of December, 2022

CERTIFIED BY ME THIS 22nd DAY OF December, 2022.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 21, 2022
RESOLUTION SUMMARY

2022-494

Central Jersey Health Insurance Fund Renewal



RESOLUTION NO. 2022-494

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

RESOLUTION AUTHORIZING AN AGREEMENT FOR CENTRAL JERSEY HEALTH INSURANCE FUND RENEWAL

WHEREAS, a number of public entities in the State of New Jersey have joined together to form the CENTRAL JERSEY HEALTH INSURANCE FUND, hereafter referred to as "the FUND", as permitted by N.J.S.A. 11:15-3, 17:1-8.1, and 40A:10-36 et seq., and;

WHEREAS, the FUND was approved to become operational by the Departments of Insurance and Community Affairs and has been operational since that date, and;

WHEREAS, the statutes and regulations governing the creation and operation of a joint health insurance fund, contain certain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such the FUND;

WHEREAS, the governing body of the City of Asbury Park, hereinafter referred to as "LOCAL UNIT" has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the LOCAL UNIT hereby agrees as follows:

- i. Renew membership with the FUND for the period outlined in the LOCAL UNIT's Indemnity and Trust Agreements.
- ii. Will participate in the following type (s) of coverage (s):
 - a.) Dental Insurance as defined pursuant to N.J.S.A. 17B:17-4, the FUND's Bylaws, and Plan of Risk Management.
- iii. Adopts and approves the FUND's Bylaws.
- iv. Execute an application for membership and any accompanying certifications.

BE IT FURTHER RESOLVED that the governing body of the LOCAL UNIT is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the FUND as required by the FUND's Bylaws, and to deliver these documents to the

FUND's Executive Director with the express reservation that these documents shall become effective only upon:

- i. Approval of the LOCAL UNIT by the FUND.
- ii. Receipt from the LOCAL UNIT of a Resolution accepting assessment.
- iii. Approval by the New Jersey Department of Insurance and Department of Community Affairs.

ADOPTED: _____

BY: _____

ATTEST: _____

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2022-494 which was finally adopted by the City Council at a meeting held on the 21st day of December, 2022

CERTIFIED BY ME THIS 22nd DAY OF December, 2022.

LISA ESPOSITO
CITY CLERK

**CENTRAL JERSEY HEALTH INSURANCE FUND
INDEMNITY AND TRUST AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2022, in the County of Monmouth, State of New Jersey, By and Between the CENTRAL JERSEY HEALTH INSURANCE FUND, hereinafter referred to as “The FUND” and the governing body of the City of Asbury Park, a duly constituted LOCAL UNIT OF GOVERNMENT, hereinafter referred to as “LOCAL UNIT”.

WITNESSETH:

WHEREAS, the governing bodies of various local units of government, as defined in N.J.A.C. 11:15-3.2, have collectively formed a Joint Health Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et. seq. and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the LOCAL UNIT has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The LOCAL UNIT accepts the FUND’s Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to same.
2. The LOCAL UNIT agrees to participate in the FUND with respect to dental insurance, as defined in N.J.S.A. 17B:17-4, and as authorized in the LOCAL UNIT’s resolution to join.
3. The LOCAL UNIT agrees to become a member of the FUND and to participate in the dental insurance coverages offered for an initial period, (subject to early release or termination pursuant to the Bylaws), such membership to commence on **January 1, 2023** and ending on **December 31, 2025 at 12:00 AM** provided, however, that the LOCAL UNIT may withdraw at any time upon **90 day** written notice to the Fund.
4. The LOCAL UNIT certifies that it has never defaulted on payment of any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this Agreement.

5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, for the periods during which the member is receiving coverage, all of whom as a condition of membership in the FUND shall execute an Indemnity and Trust Agreement similar to this Agreement and by execution hereto, the full faith and credit of the LOCAL UNIT is pledged to the punctual payments of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable Statute. However, nothing herein shall be construed as an obligation of the LOCAL UNIT for claims and expenses that are not covered by the FUND, or for that portion of any claim or liability within the LOCAL UNIT retained limit or in an amount which exceeds the FUND's limit of coverage.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorney's fees and/or court costs, the LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees, and costs on demand.

7. The LOCAL UNIT and the FUND agree that the FUND shall hold all moneys in excess of the LOCAL UNIT's retained loss fund paid by the LOCAL UNIT to the FUND as fiduciaries for the benefit of the FUND claimants all in accordance with N.J.A.C. 11:15-3 et. seq.

8. The FUND shall establish and maintain Claims Trust Accounts for the payment of dental insurance claims in accordance with N.J.S.A. 40A:10-36 et. seq., N.J.S.A. 40A:5-1 and such other statutes and regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:

- a) Employer contributions to group dental insurance
- b) Employee contributions to contributory group dental insurance
- c) Employer contributions to contingency account
- d) Employee contributions to contingency account
- e) Other trust accounts as required by the Commissioner of Insurance

9. Notwithstanding 8 above, to the contrary, the FUND shall not be required to establish separate trust accounts for employee contributions provided the FUND provides a plan in its Bylaws for the recording and accounting of employee contributions of each member.

10. Each LOCAL UNIT of government who shall become a member of the FUND shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement.

DATE ADOPTED: _____

BY: _____

ATTEST:

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2022-15**

BOND ORDINANCE PROVIDING FOR BEACH UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE “CITY”); APPROPRIATING \$1,346,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,346,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COSTS THEREOF

BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized to be undertaken by the Beach Utility of the City of Asbury Park, in the County of Monmouth, State of New Jersey (the “City”) as general improvements. For the said improvements or purposes stated in Section 3, there is hereby appropriated the principal amount of \$1,346,000. Pursuant to the provisions of N.J.S.A. 40A:2-7(h) and 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the “Local Bond Law”), no down payment is required as the Beach Utility of the City is self-liquidating.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof, negotiable bonds of the Beach Utility of the City are hereby authorized to be issued in the aggregate principal amount not exceeding \$1,346,000 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Beach Utility of the City in an aggregate principal amount not exceeding \$1,346,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued are Beach Utility improvements including, but

not limited to, boardwalk lighting improvements, and acquisition of a load and pack and a surf rake; all such improvements or purposes to include, as applicable, all engineering and design work, preparation of plans and specifications, permits, bid documents, inspections and contract administration, and shall also include all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto.

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$1,346,000.

(c) The aggregate estimated cost of said improvements or purposes is \$1,346,000.

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the City as a result of using funds from this bond ordinance as “matching local funds” to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such time as may be determined by the Chief Financial Officer of the City, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such

rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer of the City shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance, and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs will be on file in the Office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 17.89 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the City and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,346,000 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$269,200 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

SECTION 8. Unless paid from other sources, the full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. Unless paid from other sources, the obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in

connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The City covenants to maintain the exclusion from gross income under Section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

SECTION 13. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

ADOPTED ON FIRST READING

DATED: December 7, 2022

LISA ESPOSITO,
Clerk of the City of Asbury Park

ADOPTED ON SECOND READING

DATED: December 21, 2022

LISA ESPOSITO,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2022.

JOHN MOOR,
Mayor of the City of Asbury Park

DATED: December 21, 2022

LISA ESPOSITO,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS ____ DAY OF _____, 2022

JOHN MOOR,
Mayor of the City of Asbury Park

**CITY OF ASBURY PARK
BOND ORDINANCE NUMBER 2022-16**

**BOND ORDINANCE PROVIDING FOR VARIOUS 2022
CAPITAL IMPROVEMENTS, BY AND IN THE CITY OF
ASBURY PARK, IN THE COUNTY OF MONMOUTH,
STATE OF NEW JERSEY; APPROPRIATING \$1,641,000
THEREFOR AND AUTHORIZING THE ISSUANCE OF
\$1,562,855 BONDS OR NOTES OF THE CITY TO FINANCE
PART OF THE COST THEREOF**

**BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF
ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (not less than
two-thirds of all the members thereof affirmatively concurring), AS FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the City of Asbury Park, in the County of Monmouth, State of New Jersey (the "City"). For the said improvements or purposes stated in Section 3, there is hereby appropriated the aggregate sum of \$1,641,000, said sum being inclusive of the sum of \$78,145 as the aggregate amount of down payments for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"). The down payments are now available by virtue of a provision or provisions in a previously adopted budget or budgets of the City for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$1,641,000 appropriation not provided for by application hereunder of said down payments, negotiable bonds of the City are hereby authorized to be issued in the aggregate principal amount of \$1,562,855 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the City in an aggregate principal amount not exceeding \$1,562,855 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <u>Department of Public Works</u> - Acquisition And Installation, As Applicable, Of Street Sweeper; A Trailer; A Jetscan Camera, A Steam Cleaner, Street Light Improvements, And Other Miscellaneous Improvements As Deemed Necessary By The City;	\$690,000	\$657,142	\$32,858	8.47 years
(ii) <u>Buildings and Grounds</u> - Acquisition And Installation, As Applicable, Of A	\$525,000	\$500,000	\$25,000	20 years

Chiller For The Municipal Building;				
(ii) Police Department - Acquisition And Installation, As Applicable, Of Various Firearms And Other Police Equipment; And Acquisition Of Three (3) Non-Passenger Vehicles With Associated Upfittings; And	\$366,000	\$348,571	\$17,429	5 years
(iii) City-Wide Information Technology Improvements -Information Technology Improvements Throughout the City Including, But Not Limited To, The Acquisition And Installation, As Applicable, Computer Hardware And Software; Security Improvements Including, But Not Limited To Security Cameras And Other Miscellaneous Security Improvements As Deemed Necessary By The City.	\$60,000	\$57,142	\$2,858	7 years
Totals	\$1,641,000	\$1,562,855	\$78,145	

(b) The above improvements or purposes set forth in Section 3(a) shall also include, as applicable, all engineering, architectural or design work, construction planning, preparation of plans and specifications, permits, bid documents, inspections and contract administration, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The aggregate estimated maximum amount of bonds or notes to be issued for said purposes is \$1,562,855.

(d) The aggregate estimated cost of said purposes is \$1,641,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the aggregate amount of \$1,562,855, is the aggregate down payments for said purposes in the amount of \$78,145, and the Chief Financial Officer may reappropriate the amounts among the improvements or purposes set forth in Section 3(a).

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity make a contribution or grant in aid to the City for the improvements and purposes authorized hereby and the same shall be received by the City prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Monmouth and/or a private entity shall be received by the City after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the City (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8(a). The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to

time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The capital budget of the City is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith and a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, is on file in the Office of the City Clerk and is available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the City may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 11.46 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the City Clerk and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$1,562,855 and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding 328,200 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes herein before described.

SECTION 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy *ad valorem* taxes upon all the taxable property within the City for the payment of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The City hereby declares the intent of the City to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The City Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the City and to execute such disclosure document on behalf of the City. The City Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the City pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”) for the benefit of holders and beneficial owners of obligations of the City and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the City fails to comply with its undertaking, the City shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The City covenants to maintain the exclusion from gross income under section 103(a) of the Code, of the interest on all bonds and notes issued under this bond ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption and approval by the Mayor, as provided by the Local Bond Law.

ADOPTED ON FIRST READING

DATED: December 7, 2022

LISA ESPOSITO,
Clerk of the City of Asbury Park

ADOPTED ON SECOND READING

DATED: December 21, 2022

LISA ESPOSITO,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

JOHN MOOR,
Mayor of the City of Asbury Park

DATED: December 21, 2022

LISA ESPOSITO,
Clerk of the City of Asbury Park

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2022

JOHN MOOR,
Mayor of the City of Asbury Park



Minutes
Meeting of the Municipal Council
Wednesday, December 21, 2022
REGULAR MEETING

Executive Session - 4:00 p.m.

2022-484 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

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

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

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

ITEMS TO BE PRESENTED:

Matters from City Council

Proclamation was presented to recognize Council member Jesse Kendle.

Council member Chapman stated, I want to acknowledge everyone in this community that came out to support three Christmas tree lightings, a Kwanzaa celebration, all of the toy distributions, everyone who donated, and everybody that was involved. My favorite part of living in Asbury Park is that we are a community of people who take care of each other. I want to thank everyone who participated in all these amazing programs during the holidays including our city staff, DPW, police, fire, and members of our community. And also the menorah lighting! I just wanted to thank Jesse Kendle for all he's done. When I came onto the council in 2016 and was brand new, Jesse took me under his wing. He's been supportive and just an amazing person. He's brought a lot to the table in terms of his connection here to the City. As we were developing policy, Jesse's input was very important.

Council member Clayton stated, everything Eileen just said plus I just want to wish everyone a Happy Holiday, Merry Christmas, Happy Kwanzaa, Happy Hanukkah, and very very healthy Happy New Year.

Council member Kendle stated, there's 3 families I'd like to send my condolences too. There's people that I worked around: Dr. Robert Mann was a principal and superintendent as Asbury High School for many years and he served in the City of at least over 12 or 15 years; Rudolph Smith, he was the chief of the maintenance department he passed away; and also a kid named Rodney Ford, he was the an officer for many years in Asbury. So I would like to send out my condolences to their family. Happy New Year, have a good holiday and be safe.

Deputy Mayor Quinn stated, I want to reiterate everything everyone else has said, and also thank Jesse Kendle, Asbury Park is a better place because of you. I don't know if people know, if you've ever stood in any place outside in Asbury Park with Jesse, you've seen cars stop and beep and wave or kids yell "Coach K!" I'm sure people don't know how many kids you've taken in over the years, cared for, and raised, but I do because I've gone door to door with you. Jesse, you're a great person. Your family is amazing, and thank for everything you've done for Asbury.

Mayor Moor stated, Happy Kwanzaa, Merry Christmas, Happy Hanukkah, everyone have a safe and happy, healthy new year. Jesse, thank you so very very much. We've been friends long before we both got on council and we will remain friends until I kick the bucket, thank you.

Matters from City Manager

City Manager, Donna Viero stated, Councilman Kendle I've known you for a short time, but in that short time it's been great having our conversations, seeing all you do in the community, and how passionate and how much you care. I'm going to miss seeing you everyday but my door is always open. Happy New Year to you and your family.

Matters from City Attorney

City Attorney, Frederick Raffetto stated, yes Jesse I'd also like to say what an honor and pleasure it's been to work with you over the last 8 years. You have been a dedicated and passionate public servant, especially when it comes to recreation programs within the City. It's been wonderful

working with you here at the council, you're a great man. I will miss working with you here, but I know we'll keep in touch. Thank you for everything you've done for the City.

PUBLIC PARTICIPATION

A motion was made by Deputy Mayor Quinn and seconded by Council member Kendle to open the meeting to the public. All were in favor. The following members of the public spoke: Kerri Martin made a comment about the Participatory Budget Committee.

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

MINUTES

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

1. Municipal Council- Executive Meeting December 7, 2022 4:00 PM
2. Municipal Council - Regular Meeting - Dec 7, 2022 6:00 PM

INDIVIDUAL RESOLUTIONS

2022-485 Resolution Approving Payment of Bills

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

2022-486 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2022 Budget

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

2022-487 Resolution Authorizing an Agreement with Geese Chasers for Geese Management at Sunset Park

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

2022-488 Resolution Awarding Professional Community Nursing Services for the City's Department of Social Services January 1, 2023– December 31, 2023

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

2022-489 Resolution Authorizing the City of Asbury Park to Execute a License Agreement to Permit a Limited Encroachment Into the Right-of-Way Area Adjacent to the Property Located at 209 Sixth Avenue (Block 4201, Lot 11), Relating to an Existing Retaining Wall Along Webb Street

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

2022-490 Resolution Of The Mayor And City Council Of The City Of Asbury Park To Authorize The City To Enter Into An Agreement With Madison Asbury Retail, LLC Regarding Certain Public Events At The Fifth Avenue Pavillion Band Shell

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

2022-493 Resolution Authorizing The City To Execute A Cancellation/Discharge Of Mortgage Relating To The Properties Located At 509 Third Avenue And 614 Second Avenue In The City Of Asbury Park, New Jersey

RESULT:	ADOPTED [3 TO 2]
MOVER:	Jesse Kendle, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Yvonne Clayton, Jesse Kendle, John Moor
NAYS:	Eileen Chapman, Amy Quinn

2022-494 Resolution Authorizing An Agreement For Central Jersey Health Insurance Fund Renewal

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

ORDINANCES

Second Reading/Public Hearing

2022-15 BOND ORDINANCE PROVIDING FOR BEACH UTILITY IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY (THE "CITY"); APPROPRIATING \$1,346,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,346,000 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COSTS THEREOF

A motion to open 2022-15 to the public was made by Council member Kendle and seconded by Council member Chapman. All were favor. No members of the public spoke.

A motion to close 2022-15 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

2022-16 BOND ORDINANCE PROVIDING FOR VARIOUS 2022 CAPITAL IMPROVEMENTS, BY AND IN THE CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY; APPROPRIATING \$1,641,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,562,855 BONDS OR NOTES OF THE CITY TO FINANCE PART OF THE COST THEREOF

A motion to open 2022-16 to the public was made by Council member Chapman and seconded by Council member Clayton. All were favor. No members of the public spoke.

A motion to close 2022-16 to the public was made by Mayor Moor and seconded by Deputy Mayor Quinn. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 6:30 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 6:30 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk