



Agenda
Meeting of the Municipal Council
Wednesday, December 22, 2021
REGULAR MEETING 6:00 PM

I. Executive Session - 5:30 p.m.

1. Resolution Authorizing a meeting which excludes the public Attorney-Client Privilege

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

1. Call to Order/Roll Call
2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. 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, 2021, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Special Event Applications

Items to be Presented:

Transportation Update-Michael Manzella, Director of Transportation
Matters from City Council
Matters from City Manager
Matters from City Attorney

III. Regular Meeting

A. Public Participation

B. Minutes

- Municipal Council-Executive Meeting Dec 8, 2021 4:00 PM
- Municipal Council - Regular Meeting - Dec 8, 2021 6:00 PM

C. Consent Agenda Resolutions

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

2021-524 Resolution Approving Special Event Applications

2021-525 Resolution to Refund Overpaid Property Taxes Block 3705 Lot 7.512-C0012 Property located at 300 Deal Lake Dr, #PU12

2021-526 Resolution to Refund Overpaid Property Taxes on Block 1504, Lot 8 located at 1516-1518 Sewall Avenue

D. Individual Resolutions

2021-516 Resolution of the City of Asbury Park Referring the Proposed “Redevelopment Plan for 1201 Memorial Drive, City of Asbury Park Monmouth County, Block: 203, Lot 5 dated November 30, 2021, in Accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A

2021-527 Resolution Approving Payment of Bills

2021-528 A Resolution Authorizing the Execution of Agreements to Provide Municipal Services (Or Reimbursement Payments Therefor) To Eligible Qualified Private Communities.

2021-529 A Resolution Authorizing the Execution of Agreements to Provide Municipal Services (Or Reimbursement Payments Therefor) To Eligible Multi-Family Dwellings.

2021-530 Resolution Authorizing Repairs Needed at the Fire Department

2021-531 Resolution Awarding of a Contract to Millennium Communications Group for Camera Repairs at Various Location Citywide

2021-532 Resolution authorizing the amendment of repairs to the 2018 Ford Explorer Police Interceptor Vehicle

2021-533 Resolution Authorizing the Purchase of Uniforms for the Police Department

2021-534 Resolution Authorizing the Reprogramming of 2019 CDBG Funds to be Used For A Food Assistance Program

2021-535 Resolution Approving Funds to Fulfill Food Bank of Monmouth and Ocean County for Emergency Food Assistance for Residents of Asbury Park with Community Development Block Grant (CDBG/CV) Funds

2021-536 Resolution Authorizing the Mayor and City Council to Execute a Subordination of Mortgage for Laura and Jorge Bonifaz for Property Located at 915 Sunset Avenue.

2021-537 Resolution Authorizing Purchase of a Custom Fabricated City of Asbury Park Sign

E. Ordinances

1. Second Reading/Public Hearing

2021-39 Ordinance Establishing Salary Ranges for Employees of The City of Asbury Park

2021-40 An Ordinance Amending Chapter 15, Entitled “Rent Leveling Regulations,” of the Code of The City of Asbury Park

F. Adjournment



RESOLUTION NO. 2021-523

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 22, 2021 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. 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.

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, December 8, 2021
REGULAR MEETING

Executive Session -4 :00 p.m.

2021-503 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.

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	
Melody Hartsgrove	City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Present	

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

PROCLAMATION

Recognizing Danny Mckee, President of Asbury Park Little League

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Chapman stated, I would like to remind everyone that this Saturday there is a Kwanzaa celebration, food giveaway, and tree lighting in Springwood Park at 4:30PM. Hope to see everyone there.

Council member Clayton stated, thank you to our local PAL and (inaudible).

Council member Kendle stated, I'd like to thank everyone that came out last Friday and Saturday for the tree lighting. It was just a joy to see the kids and their families out there. The kids were so full of joy. To see a kid when the Christmas tree lights up, and start crying, it was tears of joy. It just made me feel so good that we have those type of people in Asbury Park.

Deputy Mayor Quinn stated, the VNA is doing booster shots at Convention Hall. I was Christmas shopping and within 7 minutes I had a booster done. Anyone who didn't get it, they're doing it Saturdays and Sundays through January 1st.

Mayor Moor stated, there's an add-on to tonight's agenda. It was done short notice so it's not up on the website, but it's Resolution 2021-522. It's in support of a bill that's in committee at Trenton, A1834-2130. This bill would make it easier for family members or low income buyers to purchase foreclosed homes while removing some of the barriers during Sheriff sales. Instead of putting down 20%, a family member or someone of low income would make the commitment to live in the house for 7 years would only have to put down 3.5%, and instead of closing in 30 days, you would close in 90 days. So this is again in Trenton, we are going to adopt this tonight. Assembly woman Britnee Timberlake was one of the co-sponsors of this. It will go out to our District 11 representatives, the president of the Senate, the speaker of the Assembly, and all the sponsors of the bill as an email tomorrow that we support this totally and Asbury Park is proud to support this. Hopefully Trenton will move on this, it will make it easier for the family members to keep a family house and not lose it to a Sheriff sale. I think this is another step that this council has taken to support low income, middle income, and just keeping Asbury Park very nice for everybody. I know it's on the website, but January 5, 2022 is the re-org meeting. Anyone out there looking to apply for any committees, please get your applications in as soon as possible. You can do it on the website, you can contact the Clerk's office, but get them in as soon as possible because within a week or two we will start looking at them and making recommendations.

Matters from City Manager

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

Matters from City Attorney

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

PUBLIC PARTICIPATION

A motion was made by Council member Chapman and seconded by Council member Kendle to open the meeting to the public. All were in favor. The following members of the public spoke: Sylvia Sylvia made a comment about the holiday lightings in town, the APPD, APFD, and DPW; Michael Goles, Matthew Sigman, Alexander Krasutsky, and Peter Siegel all made a comments about rent leveling.

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 [4 TO 0]
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Jesse Kendle, Councilmember
AYES:	Eileen Chapman, Jesse Kendle, Amy Quinn, John Moor
ABSTAIN:	Yvonne Clayton

1. Municipal Council Executive Meeting Nov. 23, 2021 4:00 PM
2. Municipal Council - Regular Meeting - Nov 23, 2021 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

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

- 2021-504 Resolution to Refund Overpaid Property Taxes on Block 3606 Lot 10.19 C0307 located at 321 Sunset Avenue, Unit 2G, Asbury Park , New Jersey
- 2021-505 Resolution to Refund Overpaid Property Taxes on Block 2012 Lot 7 property located at 1107 Ridge Ave.
- 2021-506 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2021 Budget

INDIVIDUAL RESOLUTIONS

- 2021-494 Resolution Authorizing the City of Asbury Park to Implement The Competitive Contracting Process to Procure Vendors To Operate Concession Stands at Kennedy Park

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

- 2021-507 Resolution Approving Payment of Bills

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

2021-508 Resolution of the City of Asbury Park, County of Monmouth, State of New Jersey Providing for the Insertion of Special Items of Revenue in the 2021 Sewer Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - American Rescue Plan

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

2021-509 Authorizing Award to Monmouth County SPCA for Animal Control Services

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

2021-510 Resolution Awarding of a Contract to Millennium Communications Group for Fiber Repair at Bond Street

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

2021-511 Resolution Awarding a Contract to Fences by Dente for New Fencing at Wesley Lake Spillway, East End

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

2021-512 Resolution Amending the Purchase of a Server Needed for the IAPro Software at the Police Department

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

2021-513 Resolution Authorizing the Replacement of Two New VFD Units in the Odor Control System at the Sewer Plant

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

2021-514 Resolution Authorizing the Purchase of a New Influent Pump Needed at the Sewer Plant

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

2021-515 A Resolution of the Mayor and City Council of the City of Asbury Park, Acting as the Redevelopment Entity, Granting an Extension of a Conceptual Approval To Asbury Partners, LLC Regarding the “Summer Experience” Installation on Block 3802, Lot 1

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

2021-517 Resolution of The City of Asbury Park To Enter Into An Escrow Agreement With Interfaith Neighbors for Parcel Known as Block 1403, Lot 10 in The City of Asbury Park, Monmouth County, New Jersey, Commonly Known As 1276 Washington Avenue

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

2021-518 Resolution of The City of Asbury Park Approving An Escrow Agreement By And Between The City And Jemal's Braverman Building LLC for a Redevelopment Project At 1201 Memorial Drive, Block 203, Lot 5

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

2021-519 Awarding Bid for Traffic Stripping to Traffic Lines, Inc.

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

2021-520 Resolution of The City of Asbury Park, In the County of Monmouth, State Of New Jersey Authorizing the Designation of Various Redevelopment Area Bonds as Not Being Subject to Optional Redemption

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

2021-521 Resolution Providing for The Combination of Certain Issues of Not to Exceed \$3,487,741 General Obligation Bonds of The City of Asbury Park, In the County of Monmouth, State Of New Jersey, Determining the Form and Other Details of Such Bonds and Providing for The Sale of Such Bonds to The Monmouth County Improvement Authority Pursuant to The Pooled Governmental Loan Program

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

2021-522 A Resolution Supporting Pending Legislation (S-2130/A-1834), Which Creates The “Community Wealth Preservation Program” And Expands Access for Certain Buyers to Purchase Property from Sheriff’s Sales.

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

ORDINANCES

Introduction

2021-39 Ordinance Establishing Salary Ranges for Employees of The City of Asbury Park

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/22/2021 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Chapman, Clayton, Kendle, Quinn, Moor

2021-40 An Ordinance Amending Chapter 15, Entitled “Rent Leveling Regulations,” of the Code of The City of Asbury Park

RESULT:	INTRODUCED [3 TO 2]
	Next: 12/22/2021 6:00 PM
MOVER:	Amy Quinn, Deputy Mayor
SECONDER:	Yvonne Clayton, Councilmember
AYES:	Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Eileen Chapman, Jesse Kendle

Second Reading/Public Hearing

2021-38 2021 Transportation Update Ordinance

A motion to open 2021-38 to the public was made by Council member Chapman and seconded by Mayor Moor. All in favor. No members of the public spoke.

A motion to close 2021-38 was made by Mayor Moor and seconded by Council member Kendle.

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

ADJOURNMENT

The meeting was adjourned at 6:50 AM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded by Mayor Moor. All in favor.

Meeting was adjourned at 6:50PM

Respectfully submitted by:

Melody Hartsgrrove, Deputy City Clerk

Minutes Acceptance: Minutes of Dec 8, 2021 6:00 PM (Minutes)



RESOLUTION NO. 2021-524

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

RESOLUTION APPROVING SPECIAL EVENT APPLICATIONS

WHEREAS, at work session meeting of the Mayor and Council held on December 22, 2021 the following Special Events Applications were presented for approval by the Director of Recreation:

1. Weddings 2022
2. Habitat for Humanity

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-524 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

insurance is not provided 10 days prior to the event.

Signature of Applicant

Date

Printed Name of Applicant

Title

Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)

Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additionally insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 5/21/22 Ceremony start time: 4pm End time: 5pm

Setup time: 2pm (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: St Johns Island

Applicant 1- Name & Address: Teddy Palm

Contact #: 201-788-0165 Email Address: teddpalm@gmail.com

Applicant 2- Name & Address: Katie Bernal-Silva

Attachment: cm 1222 (2021-524 : Special Event Applications)

198 Hamilton Avenue Glen Rock, NJ

Contact #: 973-216-8241

Email Address: kbernalsilva@gmail.com

of people in wedding party: 10

of people attending wedding: 150

Will any of the following items be used (check all that apply):

- Pa system (yes)
- Chairs (yes)
- Archway (yes)
- Canopy/tent (if larger than 30x30, a permit is required) (yes)
- Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly I understand all fees are non-refundable.

Todd Palmer
Signature of Applicant 1 or 2

11/11/21
Date

BIKE/FOOT RACES/WALK-A-THON

Name of
race: _____

Purpose of
race: _____

Entrance fee charged? Yes No Amount? _____

Beneficiary: _____

Distance: _____

Assembly
area: _____

Route (include a map of the route):

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732) 502-5759 or (732) 502-5749 Fax (732) 775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

\$500

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: JUNE 3, 2022 Ceremony start time: 3:30 pm

Setup time: 12 pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: ST. JOHN'S ISLAND - SUNSET PARK (5th & GRAND)

Names of Couple getting married: STEFANIE HANSEN & COLLEEN GALLO

Address: 113 HADDON AVE City, State, Zip Code COLLINGSWOOD, NJ 08108

Day Phone: 908-642-2573 Evening Phone: SAME

E-mail Address: Shansene.vdcl.edu

Other Pertinent Information

Number in wedding party: 3 (couple + officiant)

Number of people attending wedding ceremony 50

Will any of the following equipment be used:

PA System: X yes no

Chairs: X yes no If yes, how many 50

Archway: yes X no

Canopy/tent: X yes no (if larger than 30x30, a fire permit is required)

* ONLY IF WEATHER REQUIRES

Attachment: cm 1222 (2021-524 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)

Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additionally insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 7/23/22 Ceremony start time: 6 PM End time: 7:30 PM
 Setup time: 5 PM (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)
 Location of Ceremony: Between 1st & 2nd Ave, on the beach, Asbury Park
 Applicant 1- Name & Address: MARK ROYER 32 South 13th St Easton PA 18042
 Contact #: _____ Email Address: royermarks@gmail.com
 Applicant 2- Name & Address: Nikkita Frazier 32 South 13th St Easton PA 18042
 Contact #: 610 905 1188 Email Address: Nikkita.Frazier@gmail.com
 # of people in wedding party: 10 # of people attending wedding: 30

Will any of the following items be used (check all that apply):

- ☐ Pa system
☐ Archway

- ☒ Chairs
☒ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly I understand all fees are non-refundable.

Signature of Applicant 1 or 2

12/14/21
 Date

Attachment: cm 1222 (2021-524 : Special Event Applications)



Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)

Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additionally insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: 9-9-2022 Ceremony start time: 4:00pm End time: 5:00pm
Setup time: _____ (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave + Ocean Ave

Applicant 1- Name & Address: Keri Grillo
50 Briarwood Ave. Keansburg NJ 07734
Contact #: 732-567-2037 Email Address: Kgrillo4@gmail.com

Applicant 2- Name & Address: Jose Jara
4 Seawood Ave. Keansburg NJ 07734
Contact #: 732-567-2940 Email Address: titankhs12@yahoo.com
of people in wedding party: 13 # of people attending wedding: 150

Will any of the following items be used (check all that apply):

☒ Pa system
☒ Archway

☒ Chairs
☐ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly I understand all fees are non-refundable.

Signature of Applicant 1 or 2

Date

9.9.23

Attachment: cm 1222 (2021-524 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

\$500

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: 5/16/22 Ceremony start time: 10:30

Setup time: 5:00 (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Jimmy Viola + Katelyn McLaughlin

Address: 1200 Ocean Avenue City, State, Zip Code 07712

Day Phone: 732-774-1155 Evening Phone: none

E-mail Address: apinney@malones.com

Other Pertinent Information

Number in wedding party: 2

Number of people attending wedding ceremony 65

Will any of the following equipment be used:

PA System: yes ☒ no

Chairs: ☒ yes no If yes, how many 75

Archway: yes no

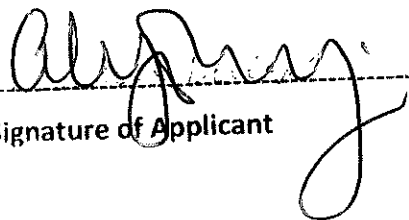
Canopy/tent: yes no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: cm 1222 (2021-524 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.


Signature of Applicant

7/25/21
Date

For Special Events Department Use:

Wedding fee paid: \$ _____

Date of payment _____

Insurance _____

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable) \$500

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 6/18/2022 Ceremony start time: 6pm

Setup time: 4:30 (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Clare Abercrombie + Brian Letzla

Address: 1200 Ocean Ave. City, State, Zip Code Asbury Park NJ 07712

Day Phone: (732) 774-1155 Evening Phone: (732) 774-1155

E-mail Address: vaesantis@mcloones.com

Other Pertinent Information

Number in wedding party: _____

Number of people attending wedding ceremony 160

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 15

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Victoria De Santos

Signature of Applicant

3/25/21
Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 1222 (2021-524 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable) \$500

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 6/24/2022 **Ceremony start time:** 6pm

Setup time: 4:30 (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Julie Massa + Jake Aldrich

Address: 1200 Ocean Ave. **City, State, Zip Code** Asbury Park NJ 07712

Day Phone: (732) 774-1155 **Evening Phone:** (732) 774-1155

E-mail Address: vaesantis@mcloones.com

Other Pertinent Information

Number in wedding party: 8

Number of people attending wedding ceremony 105

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no **If yes, how many** 75

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Victoria De Santos

Signature of Applicant

4/19/21
 Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 1222 (2021-524 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable) \$580

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 7/16/22 Ceremony start time: 6pm

Setup time: 4pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Ave Beach

Names of Couple getting married : Christa Velenger & Shane Mosler

Address: 1200 Ocean Ave City, State, Zip Code Asbury Park, NJ 07712

Day Phone: 732-774-1155 Evening Phone: 732-774-1155

E-mail Address: valasantis@mcloones.com

Other Pertinent Information

Number in wedding party: N/A

Number of people attending wedding ceremony 120

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 75

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Attachment: cm 1222 (2021-524 : Special Event Applications)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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Victoria De Santos

Signature of Applicant

3/1/21

Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 1222 (2021-524 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: ~~\$100.00~~ (nonrefundable)

Park/Beach Fee: ~~\$250.00~~ (nonrefundable) \$500

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: 7/22/22 Ceremony start time: 7:30pm

Setup time: 6pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Jennifer Tuller + Sean Cuffe

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park 07717

Day Phone: 732-774-1155 Evening Phone: none

E-mail Address: apinquiry@marlowes.com

Other Pertinent Information

Number in wedding party: 1

Number of people attending wedding ceremony 15

Will any of the following equipment be used:

PA System: yes no

Chairs: X yes no If yes, how many 75

Archway: yes no

Canopy/tent: yes no (if larger than 30x30, a fire permit is required)

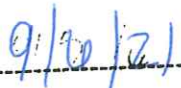
Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding.

I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.


Signature of Applicant


Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

\$500.00

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 7/29/22 **Ceremony start time:** 6pm

Setup time: 4pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Candice Semitella + Jason Snyder

Address: 1200 Ocean Ave. **City, State, Zip Code** Asbury Park NJ 07712

Day Phone: (732) 774-1155 **Evening Phone:** (732) 774-1155

E-mail Address: vaesantis@mcloones.com

Other Pertinent Information

Number in wedding party: n/a

Number of people attending wedding ceremony 80

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no **If yes, how many** 80

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Attachment: cm 1222 (2021-524 : Special Event Applications)

Other _____

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

As per City ordinance, alcohol is prohibited on City beaches. Completed applications and payment must be received by the Special Events office at least 45 days prior to wedding date. Insurance policy must be provided to the office 10 days prior to the date of the wedding. I understand and agree by applying for this permit that I am responsible for the conduct of attendees, and that any violation of the rules can result in the cancellation of this event. I also understand that I am responsible for the cleanup of the area in which my event is held. If it becomes necessary for City employees to care for the area, then I am liable for all costs incurred. Lastly I understand that the wedding and park/beach rental fee are non refundable.

Victoria De Santos

Signature of Applicant

3/26/21

Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 1222 (2021-524 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 8/5/22 Ceremony start time: 6pm

Setup time: 430 (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Jessica Ross & Ben Steltz

Address: 1200 Ocean Ave. City, State, Zip Code Asbury Park NJ 07712

Day Phone: (732) 774-1155 Evening Phone: (732) 774-1155

E-mail Address: vaesantis@mcloones.com

Other Pertinent Information

Number in wedding party: N/A

Number of people attending wedding ceremony 100

Will any of the following equipment be used:

PA System: ☒ yes ☐ no

Chairs: ☒ yes ☐ no If yes, how many 100

Archway: ☒ yes ☐ no

Canopy/tent: ☐ yes ☒ no (if larger than 30x30, a fire permit is required)

Attachment: cm 1222 (2021-524 : Special Event Applications)

Other _____

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Victoria De Santos

Signature of Applicant

 Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 1222 (2021-524 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable) \$500

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: 8/19/22 Ceremony start time: 1:00pm

Setup time: 4:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Sabrina Ayub & Alex Britcher

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park

Day Phone: 732-774-1155 Evening Phone: none

E-mail Address: apironey@macdones.com

Other Pertinent Information

Number in wedding party: 2

Number of people attending wedding ceremony 25

Will any of the following equipment be used:

PA System: yes no

Chairs: X yes no If yes, how many 25

Archway: yes no

Canopy/tent: yes no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: cm 1222 (2021-524 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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Signature of Applicant

9/13/21
Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: ~~\$100.00~~ (nonrefundable) \$500

Park/Beach Fee: ~~\$250.00~~ (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 9/4/22 Ceremony start time: 6:00 pm

Setup time: 4:30pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Joanna Moskwa + Ari Messer

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park 0771

Day Phone: 732-774-1155 Evening Phone: _____

E-mail Address: apinney@mcloones.com

Other Pertinent Information

Number in wedding party: _____

Number of people attending wedding ceremony _____

Will any of the following equipment be used:

PA System: _____ yes _____ no

Chairs: X yes _____ no If yes, how many 15

Archway: _____ yes _____ no

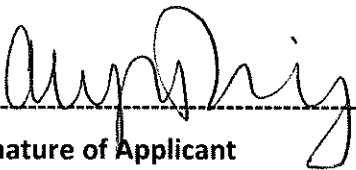
Canopy/tent: _____ yes _____ no (if larger than 30x30, a fire permit is required)

Attachment: cm 1222 (2021-524 : Special Event Applications)

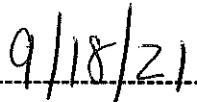
Other _____

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 Signature of Applicant



 Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 1222 (2021-524 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732) 502-5759 or (732) 502-5749 Fax (732) 775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

\$500

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: 9/23/22 Ceremony start time: 5:30 pm
 Setup time: 4pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Logan Reis + Maureen Meara

Address: 1700 Ocean Avenue City, State, Zip Code Asbury Park NJ

Day Phone: 732-774-1155 Evening Phone: none

E-mail Address: apinney@mclowes.com

Other Pertinent Information

Number in wedding party: 1

Number of people attending wedding ceremony 15

Will any of the following equipment be used:

PA System: yes no

Chairs: X yes no If yes, how many 15

Archway: yes no

Canopy/tent: yes no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: cm 1222 (2021-524 : Special Event Applications)

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Signature of Applicant

9/14/22
Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 1222 (2021-524 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: ~~\$100.00~~ (nonrefundable) \$500

Park/Beach Fee: ~~\$250.00~~ (nonrefundable)

Checks or money orders should be made payable to the City of Asbury Park

Between Memorial Day and Labor Day weddings can only held no earlier than 6pm on any beach.

Wedding Date: 9/24/22 Ceremony start time: 11:30 am

Setup time: 10 am (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Heather Melgar + Ronnie Hanf

Address: 1200 Ocean Avenue City, State, Zip Code Asbury Park NJ 08902

Day Phone: 732-974-1155 Evening Phone: _____

E-mail Address: apinney@mcloones.com

Other Pertinent Information

Number in wedding party: _____

Number of people attending wedding ceremony _____

Will any of the following equipment be used:

PA System: _____ yes _____ no

Chairs: X yes _____ no If yes, how many 75

Archway: _____ yes _____ no

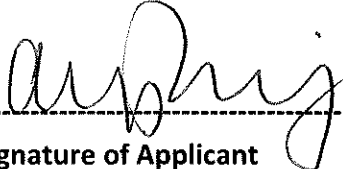
Canopy/tent: _____ yes _____ no (if larger than 30x30, a fire permit is required)

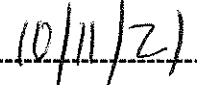
Attachment: cm 1222 (2021-524 : Special Event Applications)

Other _____

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 Signature of Applicant


 Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____

Attachment: cm 1222 (2021-524 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: \$100.00 (nonrefundable)

Park/Beach Fee: \$250.00 (nonrefundable)

\$500

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: 9/25/22 Ceremony start time: 5:30

Setup time: 4:00pm (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Hollie Diggs & Alex Branchick

Address: 1200 Ocean Avenue City, State, Zip Code 07712

Day Phone: 732-774-1155 Evening Phone: 732-774-1155

E-mail Address: apinney@gmail.com

Other Pertinent Information

Number in wedding party: 5

Number of people attending wedding ceremony 85

Will any of the following equipment be used:

PA System: yes ☒ no

Chairs: ☒ yes no If yes, how many 15

Archway: yes no

Canopy/tent: yes no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: cm 1222 (2021-524 : Special Event Applications)

City of Asbury Park Wedding Application

1 Municipal Plaza Asbury Park, NJ 07712 (732)502-5759 or (732) 502-5749 Fax (732)775-1483

Wedding Application Fee: ~~\$100.00~~ (nonrefundable)

Park/Beach Fee: ~~\$250.00~~ (nonrefundable) \$500

Checks or money orders should be made payable to the City of Asbury Park

Wedding Date: September 10, 2022 Ceremony start time: 6pm

Setup time: 4:30 (Breakdown time must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: 5th Avenue Beach

Names of Couple getting married: Lain DeLisano + Kate Moriz

Address: 4049 Clinton Avenue City, State, Zip Code Minneapolis, MN

Day Phone: _____ Evening Phone: 732-774-1155

E-mail Address: apinney@macdones.com

Other Pertinent Information

Number in wedding party: X

Number of people attending wedding ceremony 125

Will any of the following equipment be used:

PA System: _____ yes _____ no

Chairs: X yes _____ no If yes, how many 15

Archway: _____ yes _____ no

Canopy/tent: _____ yes _____ no (if larger than 30x30, a fire permit is required)

Other _____

Attachment: cm 1222 (2021-524 : Special Event Applications)

Asbury Park requires minimum liability insurance. The amount of coverage depends upon the size of the event planned. The minimum liability coverage is one million dollars. The City of Asbury Park, its agents and employees must be named on the insurance policy as "the additional insured". (If you are a homeowner, some insurance companies allow a one day rider to be added on to your home insurance policy, please check with your individual insurance company. Or a one day insurance policy can be purchased from any insurance company.)

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Signature of Applicant


Date

For Special Events Department Use:

Wedding fee paid:\$ _____

Date of payment _____

Insurance _____



Printed Name of Applicant

Title

Wedding Ceremony Application

Park/Beach Rental Fee (nonrefundable): \$500.00 (for up to 3 hours of use) \$700.00 (for 3-8 hours of use)

Make checks payable to "The City of Asbury Park" 1 Municipal Plaza AP, NJ 07712 Attn: Leesha Floyd

Between Memorial Day and Labor Day, 6pm is the earliest ceremonies can begin on any beach.

- A certificate of insurance naming the City of Asbury Park (1 Municipal Plaza Asbury Park, NJ 07712) as an additionally insured in the amount of one million dollars. (If you are a homeowner, some insurance companies will allow you to add a one day rider to your home insurance policy or a one day policy can be purchased from any insurance company. Insurance policies must be provided 10 day prior to the ceremony)
- Alcohol is prohibited on City beaches
- Applications and fees must be received by the Special Events Department 30 days prior to your event

Wedding Date: Saturday 10/7/2023 Ceremony start time: 6:00 PM End time: 7:00 PM
Setup time: 4:00 PM (breakdown and cleanup must be within 2 hours of the conclusion of the ceremony)

Location of Ceremony: Asbury Park Beach 5th Ave

Applicant 1- Name & Address: The Shore Club Name & Address: 700 US Hwy 71 Spring Lake Heights, NJ 07762

Contact #: 732-449-3666

Email Address: events@theshoreclubnj.com

Applicant 2- Name & Address: _____

Contact #: _____ Email Address: _____

of people in wedding party: _____ # of people attending wedding: Approx. 175

Will any of the following items be used (check all that apply):

☐ Pa system

☒ X Chairs

☐ Archway

☐ Canopy/tent (if larger than 30x30, a permit is required)

☐ Other structures:

I understand and agree by applying for this permit I am responsible for the conduct of attendees, and that any violation of the rules can result in the immediate termination of your event. I also understand that I am responsible for the cleanup of the area where my event is held and that no cooking or alcohol are allowed on the beach. If it becomes necessary for the City to care for the area, I am liable for all costs incurred. Lastly I understand all fees are non-refundable.

Chelsea Davis

12/3/2021



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

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

Date of Event: February 12th 10th Thursday Rain Date: NA (inside)

Time of Event: 6:00pm to 8:30pm Setup time: 6:00 – 6:30 Break-down time: _____

Name of Event: Habitat for Humanity Homeowner Selection Information Session

Location of Event: Council Chambers

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



Date Application Received: _____

Application Fee Paid: _____

CITY OF ASBURY PARK

SPECIAL EVENT APPLICATION FORM

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

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

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

Date of Event: _ January 22nd Saturday Rain Date: _ NA (inside) _____

Time of Event: 1:00 _____ to 3:30 _____ Setup time: 1:00 – 1:30 Break-down time: _____

Name of Event: Habitat for Humanity Homeowner Selection Information Session _____

Location of Event: _ Council Chambers _____

Type of Event (check all that apply):

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

*Wedding applicants only need to complete page 6.



APPLICANT INFORMATION

1. Name of Applicant/Organization: Coastal Habitat for Humanity
2. Address of Applicant: 1105 Memorial Drive Asbury Park 07712
3. Telephone #: _____ Cell Phone #: 908-256-2084 E-mail: tadelstein@coastalhabitat.org
4. Is your organization non-profit? Yes If so, please provide Tax ID# 22-3285769
Please attach a copy of your non-profit certificate to the application
5. Describe in detail the type of event you want to stage: _____

Coastal Habitat for Humanity will be looking to select potential homeowners for the home builds starting in 2022. The first step in the process of selection is for interested people attending an information session so that they understand the selection process and what is expected from the selected homeowner(s)

6. Estimated attendance: 50-70 People
7. ☐ YES ☒ NO Will drones be a part of your event?
8. ☐ YES ☒ NO Will there be music or amplified sound associated with your event?
If Yes, please explain what type of amplification will be used: _____

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

If Yes, please answer the following questions:

- Date of last event? _____
- Location _____
- Contact person: _____
- Email _____ Phone # _____



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-525

Duplicate Payment on Property located at 300 Deal Lake Drive#PU12



RESOLUTION NO. 2021-525

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

RESOLUTION TO REFUND OVERPAID PROPERTY TAXES BLOCK 3705 LOT 7.512-C0012 PROPERTY LOCATED AT 300 DEAL LAKE DR, #PU12

WHEREAS, Michael P Paserchia, has made an erroneous duplicate payment on property taxes, creating an overpayment in the amount of \$59.43; and

WHEREAS, the Tax Collector has been requested to refund block and lot 3705/7.512 C0012 in the amount of \$59.43 for the credit applied to the 4th quarter of 2021 that was paid by Michael P Paserchia, who has provided documented proof of payment; and

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

- 1) The Mayor and City Council do hereby authorize the Tax Collector for the City of Asbury Park to refund overpayment of property taxes in the amount of \$59.43 for the 4th quarter of 2021 to Michael P Paserchia.
- 2) A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-525 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS 23rd DAY OF December, 2021.

**MELODY HARTSGROVE
CITY CLERK**



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-526

Refund of a Duplicate payment on property located at 1516-1518 Sewall Avenue.



RESOLUTION NO. 2021-526

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

RESOLUTION TO REFUND OVERPAID PROPERTY TAXES ON BLOCK 1504, LOT 8 LOCATED AT 1516-1518 SEWALL AVENUE

WHEREAS, Linda Harris, has made an erroneous duplicate payment on property taxes, creating an overpayment in the amount of \$1,000.00; and

WHEREAS, the Tax Collector has been requested to refund block and lot 1504/8 in the amount of \$1,000.00 for the credit applied to the 4th quarter of 2021 that was paid by Linda Harris, who has provided documented proof of payment; and

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

- 1) The Mayor and City Council do hereby authorize the Tax Collector for the City of Asbury Park to refund overpayment of property taxes in the amount of \$1,000.00 for the 4th quarter of 2021 to Linda Harris.
- 2) A certified copy of this resolution shall be forwarded to the Tax Collector and CFO of the City of Asbury Park.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-526 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS 23rd DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-516

Referring the redevelopment plan to the Planning Board for consistency with the master plan for 1201 Memorial Drive. The redevelopment plan would permit a 5 story residential building with 20% affordable units.



RESOLUTION NO. 2021-516

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

**RESOLUTION OF THE CITY OF ASBURY PARK REFERRING THE PROPOSED
“REDEVELOPMENT PLAN FOR 1201 MEMORIAL DRIVE, CITY OF ASBURY PARK
MONMOUTH COUNTY, BLOCK: 203, LOT 5 DATED NOVEMBER 30, 2021, IN
ACCORDANCE WITH THE LOCAL REDEVELOPMENT AND HOUSING LAW,
N.J.S.A. 40A:12A**

WHEREAS, the entire area of the City of Asbury Park (the “City”) has been designated by the Department of Community Affairs to be an area in need of rehabilitation and is in an area endangered by blight and in need of rehabilitation as measured by physical deterioration of buildings and the maintenance thereof, the age of building stock and other structures and arrearages in real property taxes due on buildings, structures, and land; and

WHEREAS, after extensive consultation and discussion, a draft “Redevelopment Plan for 1201 Memorial Drive, City of Asbury Park, Monmouth County, Block: 203, Lot: 5” dated November 23, 2021 (the “Plan”); was prepared by the Director of Planning and Redevelopment, in cooperation with the Mayor, and City Manager; and

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, City Council is to refer the proposed Plan to the City of Asbury Park Planning Board for its review and recommendation pursuant to law; and

NOW, THEREFORE, it is hereby resolved by the City Council as follows:

1. The City Council hereby refers the proposed Plan which is on file at the municipal offices of the City of Asbury Park, and incorporated herein as if set forth in full, to the City of Asbury Park Planning Board for review and recommendation in accordance with N.J.S.A. 40A:12A-7(e).
2. The City of Asbury Park Planning Board shall generate a report within forty-five (45) days after this referral containing its recommendation regarding the proposed Plan. The report shall include a determination as to whether the proposed Plan is substantially consistent with the City of Asbury Park Master Plan, or is designed to effectuate the Master Plan, and if inconsistent, shall identify the inconsistencies it may have identified. The report of the Planning Board may also include any other matters the Board deems appropriate.

3. City Staff and consultants are hereby authorized and directed to take all actions to implement this Resolution as are necessary or appropriate to accomplish its goals and intent.
4. This Resolution shall take effect immediately.
5. A copy of this Resolution shall be forwarded to the Planning Board Secretary.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-516 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS 9th DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK

November 30, 2021



Redevelopment Plan for

1201 MEMORIAL DRIVE
CITY OF ASBURY PARK
MONMOUTH COUNTY
BLOCK: 203, LOT: 5

Date of Adoption:



Municipal Council

Mayor John Moor
Deputy Mayor Amy Quinn
Councilwoman Eileen
Chapman
Councilwoman Yvonne
Clayton
Councilman Jesse Kendell

Planning Board

Barbara Krzak, Chairperson
Rick Lambert, Vice chairperson
Yvonne Clayton, Councilwoman
Eric Gallipo
Jim Henry
Rick Lambert
Michael Manzella
John Moor, Mayor
Jennifer Souder
Alexis Taylor

Donna Viero, City Manager

Michele Alonso, PP, AICP, Director of Planning and
Redevelopment

1. INTRODUCTION

1201 Memorial Drive, Block 203, Lot 5 (the “Memorial Drive Property” or the “Site” or the “Redevelopment Area”) located in the City of Asbury Park is an underutilized and dilapidated property that has been vacant for many years. The property is improved with a former industrial/warehouse building and associated parking area. Not only is there a desire to redevelop the Site to take away a blight from the neighborhood, but it also has the ability to add affordable housing to the City.

2. REHABILITATION DESIGNATION, CRITERIA & PURPOSE

Rehabilitation is commonly recognized as a process governed by the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) (“the Law”) that is undertaken in accordance with a rehabilitation plan adopted by the municipality. The Law defines rehabilitation as “the repair, reconstruction or renovation of existing structures, with or without the introduction of new construction or the enlargement of existing structures, in any area that has been determined to be in need of rehabilitation or redevelopment, to eliminate substandard structural or housing conditions and arrest the deterioration of that area.” An area may be designated in need of rehabilitation by the local governing body if it is determined that the area exhibits any of the following conditions:

1. A significant portion of structures in the area is in deteriorated or substandard condition;
2. More than half of the housing stock in the delineated area is at least 50 years old;
3. There is a pattern of vacancy, abandonment or underutilization of properties in the area;
4. There is a persistent arrearage of property tax payments on properties in the area;
5. Environmental contamination is discouraging improvements and investment in properties in the area; or
6. A majority of the water and sewer infrastructure in the delineated area is at least 50 years old and is in need of repair or substantial maintenance.

The designation of an area in need of rehabilitation may cover a neighborhood, other delineated area or, at times, an entire municipality. The City of Asbury Park has had a city wide designation as an area in need of rehabilitation for over 40 years. Unlike the procedures for designating an Area in Need of Redevelopment, no public hearing is necessary for a rehabilitation designation. Similarly, eminent domain is not allowed for properties in an area designated as in need of rehabilitation. Once an Area in Need of Rehabilitation is designated, the municipality may exercise the following powers:

1. Rehabilitation, repair and improvement of both residential and non residential structures, done independently or as part of a redevelopment plan or project;

2. Redevelopment and the greater powers associated with the redevelopment designation (except for eminent domain) provided a redevelopment plan is adopted by ordinance for the area in need of rehabilitation; and

3. Tax abatements and exemptions, such as five-year property tax exemptions and abatements pursuant to the procedures and requirements of the Five-Year Exemptions and Abatement Law (N.J.S.A. 40A:21-1 et seq.).

4. In areas that have been designated as Areas in Need of Rehabilitation, municipalities can prepare Rehabilitation Plans and the Governing Body may adopt an Ordinance for that area (“Redevelopment Plans”). This Redevelopment Plan is adopted based on the designation of the entire City of Asbury Park as an area in need of rehabilitation.

3. REDEVELOPMENT PLAN OBJECTIVES AND RELATIONSHIP TO LOCAL OBJECTIVES

This Redevelopment Plan provides for the rehabilitation of an underutilized parcel within the Redevelopment Area. It is envisioned that the rehabilitation of the Memorial Drive Property will complement the existing neighborhood with respect to both the physical character of the redevelopment project and the uses to take place therein. The objectives of the Redevelopment Plan are as follows:

- Effectuate the redevelopment of an underutilized parcel of land that has been vacant for at least ten years and as such is detrimental to the public health, safety, and welfare;
- Transition the use of a property within the Redevelopment Area from a parcel that is vacant with respect to use to a parcel that enhances the City’s tax base;
- Maximize the Redevelopment Area’s proximity to Main Street to encourage local business patronage;
- Enhance community appearance and the visual environment by providing standards for good design within the Redevelopment Area;
- Ensure that any redevelopment project(s) within the Redevelopment Area provide adequate facilities including parking and resident amenities typical of high quality residential developments; and
- Provide for the redevelopment of the Redevelopment Area in a manner consistent with the Asbury Park Master Plan, Monmouth County Planning documents, and the State of New Jersey Development and Redevelopment Plan.

4. DURATION OF DEVELOPMENT PLAN

This Redevelopment Plan shall be in full force and effective for a period of thirty (30) years from the date of approval of this Plan by the City Council.

5. . AMENDING THE REDEVELOPMENT PLAN

Upon compliance with the requirements of applicable law, the City Council of Asbury Park may amend, revise or modify this Plan, as circumstances make such changes appropriate. An escrow deposit of \$3,000, which shall be used by the City to pay all professional costs associated with any amendments or modifications to the Plan, shall be required with a written request addressed to the city manager to revise the Plan. If the amendment request originates with the City's development offices, the fee and costs shall be waived. A request for an amendment does not guarantee that the Municipal staff, City Council or Planning Board will endorse the requested change to the plan.

6. ADVERSE INFLUENCE

No use or re-use shall be permitted, which when conducted under proper and adequate conditions and safeguards will provide corrosive, toxic or noxious fumes, glare, electromagnetic disturbances, radiation, smoke, cinders, odors, dust or waste, undue noise of vibrations or other objectionable features so as to be detrimental to the public health safety or general welfare.

7. PROPERTY TO BE ACQUIRED

There is no property to be acquired within this Redevelopment Area.

8. AFFORDABLE HOUSING UNITS

No affordable housing units are identified to be removed as part of the implementation of this Redevelopment Plan. Any affordable housing obligation incurred by a redeveloper shall be addressed through a Redeveloper Agreement.

9. CONVEYANCE OF LAND

The Governing Body of the City of Asbury Park may sell, lease or otherwise convey to a redeveloper for redevelopment, subject to the restrictions, controls, and requirements of this Redevelopment Plan, all or any portion of the land within the Area, which becomes available for disposal by the municipality.

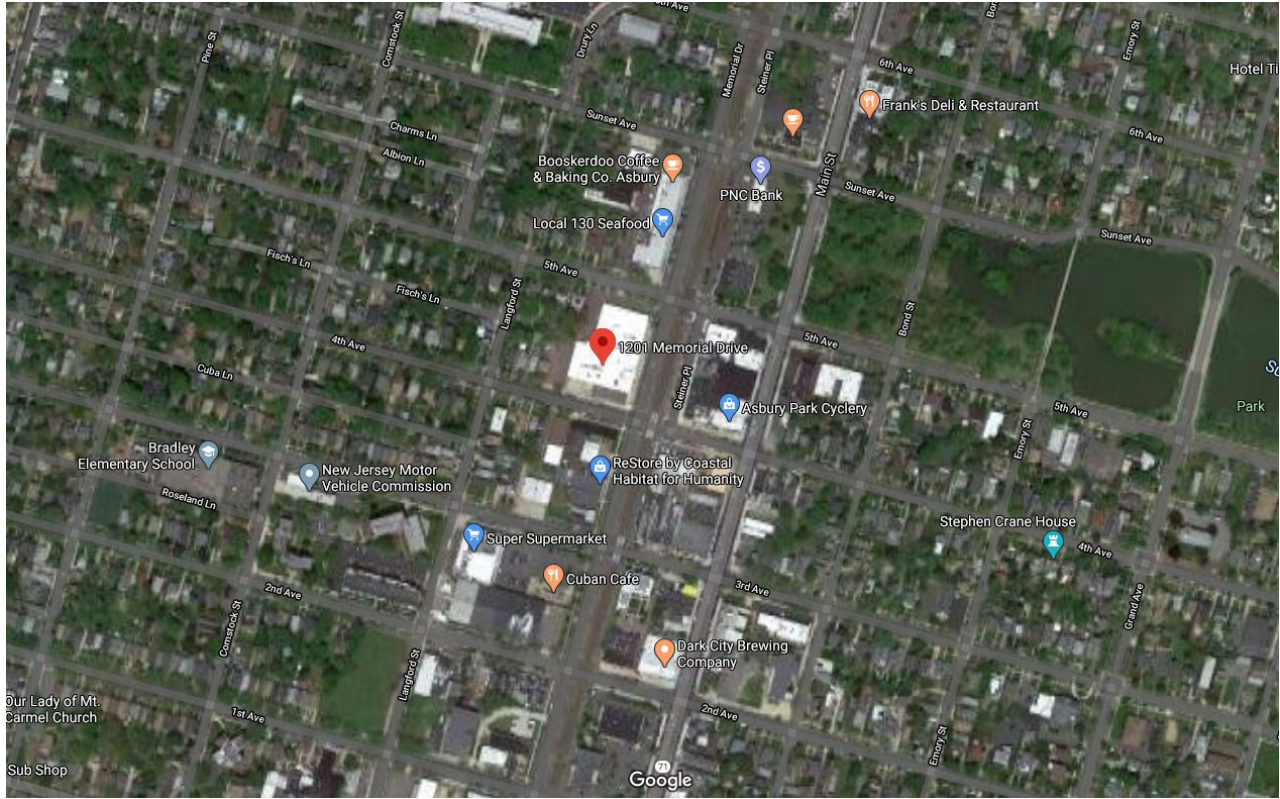
10. AGREEMENTS WITH REDEVELOPERS

Any and all redevelopers who wish to develop to the provisions of this Redevelopment Plan shall enter into a redevelopment agreement with the governing body. The following restrictions and controls on redevelopment are statutorily imposed by the Local Redevelopment and Housing Law, in connection with the selection of a redeveloper or redevelopers and shall apply notwithstanding the provisions of any zoning or building ordinance or other regulations now or hereafter in force. The restrictions and restraints shall be implemented by appropriate covenants or other provisions in redeveloper agreements and/or disposition instruments. The redevelopment agreement shall be adopted by

Municipal Council before such project makes application of Preliminary and Final Site Plan approval to the Planning Board.

- The redeveloper(s) will be obligated to carry out the specified improvements in accordance with the Redevelopment Area Plan.
- The redeveloper(s), its successors or assigns shall devote land within the Redevelopment Area to the uses specified in this Redevelopment Plan.
- The redeveloper(s) shall begin the development of said land for the use(s) required in this Redevelopment Plan within a period of time that the City Council fixes as reasonable and that period may be extended by consent of City Council.
- Until the redeveloper(s) completes construction of the improvements, the redeveloper(s) will not be permitted to sell, lease, or otherwise transfer or dispose of property within the Redevelopment Area without prior written consent of the City.
- No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the redeveloper(s), the City Council, or the successors, lessees, or assigns of either of them, by which land in the Redevelopment Area is restricted as to sale, lease, or occupancy upon the basis of race, color, creed, religion, ancestry, national origin, sex or marital status.
- Neither the redeveloper(s) nor the City Council, nor the successors, lessees, or assigns shall discriminate upon the basis of race, creed, religion, ancestry, national origin, sex or marital status in the sale, lease or rental or in the use and occupancy of land or improvements erected or to be erected thereon, or any part therein.

11. AREA MAP



The Redevelopment Area has frontage on 4th Avenue 5th Avenue and Memorial Drive and is located in the center of the City of Asbury Park. It is located in the “B” Commercial District, and is adjacent to the MSRA Main Street Redevelopment Area and the R-1 Residential District.

12. LOCATION AND BOUNDARY MAP



13. IMPLEMENTATION

The Redevelopment Area shall encompass only Block: 203, lot 5. The Redevelopment Plan is a superceding redevelopment plan: All requirements listed in this Redevelopment Plan supercede all other bulk and use regulations applicable to the Redevelopment Area as set forth in the Asbury Park Land Development Ordinance (Chapter 30). However, if a general development or design standards is not addressed in this Redevelopment Plan, then the regulation in chapter 30 must be adhered to. Design waivers may be requested and granted by the Planning Board.

14. LAND USE REQUIREMENTS

Permitted Principal Uses:

Ground floor:

Retail
Restaurant
Service
Office

Second to Fifth Floor:

Residential – Maximum number of residential units: 120

Permitted Accessory Uses:

Parking
Recreation/Open Space
Dog run
Pool
Outdoor storage shed
Outdoor Dining
Other uses incidental and customarily associated with the principal uses

Bulk requirements:

MINIMUM LOT AREA: 50,000 SF

MAXIMUM DENSITY PERMITTED: 77 dwelling units per acre

MINIMUM FRONT YARD SETBACK: 0-5 feet from property line

READ YARD SETBACK: 25 feet (applies to all interior lot lines)

MAXIMUM BUILDING HEIGHT: 55 feet, 4 stories excluding penthouse, mechanicals, elevator, and stair bulkheads.

Penthouses, mechanical enclosures, and elevator enclosure and other similar roof penetrations may occupy 30% of the total roof area of the building.

Minimum Floor to Ceiling Height

GROUND FLOOR: 12FT

2-4th floors: 9.5FT

Maximum building coverage	80%
Maximum lot coverage	90%

MINIMUM RECREATION AREA/OPEN SPACE: 1,500 SF (may include roof top areas)

Parking requirements:

Residential:

Affordable Units: 0.

Non-affordable units: minimum 1.5 parking space per unit

Parking areas shall have a 10 foot landscaped buffer between a parking lot and the rear property line. There shall be a 5 foot landscape buffer between open parking areas and the front property lines.

Design Requirements:

All buildings shall be constructed of high quality materials. Masonry and fiber cement panels/boards shall be the dominant materials. Synthetic stucco is prohibited. Synthetic. All facades that are visible to any public R-O-W shall be of primary materials.

Glass shall be transparent. Blank walls on the primary facades shall be discouraged.

Parking garages that front a street shall be enclosed and compliment the primary façade. Large expanses of blank walls where a parking garage may front the street shall have artwork, greenery or glass. Openings that may be necessary for ventilation shall have decorative grill work, or a like architectural/aesthetic feature, but cannot occupy more than 30% of a primary facade.

Lighting Requirements

All outdoor lighting should be coordinated as to style, material and color. Lighting throughout the site should overlap, creating an even level of illumination throughout the parking area. All exterior lighting shall be designed, located, installed and directed in such a manner as to prevent objectionable light at and across the property lines and to prevent glare at any location on or off the property.

Parking lots shall be illuminated with an average of no less than two tenths (0.2) foot-candle. The ratio between maximum foot-candles and average foot-candles shall be no greater than 20 to 1.

Illumination at property lines shall not exceed one-tenth (0.1) foot-candle, excluding public street rights-of-way.

Lighting shall be provided by fixtures with a mounting height not more than 20 feet or the height of the building, whichever is less, measured from the ground level to the center line of the light source, in parking lot areas and twelve (12) feet illuminating pedestrian walkways and residential areas outside of parking lots.

Pedestrian level lighting shall be used along any pedestrian walkways not illuminated by parking lot lighting. The minimum illumination of pedestrian areas shall be two tenths (0.2) foot-candle over the walkway surface, except that no illumination shall be required for trails and pathways in the passive recreation land use area. The ratio between maximum footcandles and average foot-candles shall be no greater than 20 to 1.7.

In general, fixtures for general parking lot illumination shall be downcast luminaires, however, other fixture styles will be considered as part of the overall design of the redevelopment if the fixture does not produce glare.

Landscaping Requirements:

Landscaping plans shall be prepared by a licensed Landscape Architect. All open space shall be landscaped with a mix of shrubs, trees, groundcover and natural grasses. Street trees are required as per Chapter 30 of the City Code.

Sustainability Requirements:

1. All buildings or principal structures to be developed within the area shall demonstrate 15% improvement in energy efficiency over the current ASHRAE requirements.
2. All new construction shall utilize only Energy Star rated appliances or better.
3. Sustainable roof top: Roof shall be a cool white roof.
4. Reservation of the lesser of 5% total units or four (4) parking spaces for the hourly rental of cars (such as Zip Cars, Hertz on Demand, or comparable service).
5. A minimum of two (2) electric car charging stations.
6. Achieve an Energy Star rating of 75 or higher by providing a statement of energy design intent that demonstrates that the project design is sufficient achieve an Energy Star score of 75 or higher.
7. Use of rain gardens and/or swales in surface landscaping design and stormwater retention plan.

15. AFFORDABILITY REQUIREMENT

A minimum of 20% of all units shall be deed restricted affordable units meeting the affordability standards of the most recent New Jersey Department of Community Affairs Affordable Housing Regional Income Limits for Monmouth County. The deed restriction period on the affordable units shall be for a term of 30 years and expire at the end of that term. Exact unit distributions will comply with the requirements of Uniform Housing Affordability Controls (UHAC) with respect to the affordability distribution of the units and the exact unit distribution and shall be memorialized in the redeveloper's agreement. All units shall have affordability controls that would qualify the units for crediting against the City's Mount Laurel obligation, if the City were to have an affordable obligation at some point in the future. In addition, the regulations of Chapter 31, Affordable Housing, of the Asbury Park Municipal Code shall apply.

16. RELATIONSHIP TO LOCAL OBJECTIVES & MUNICIPAL DEVELOPMENT REGULATIONS

The Local Redevelopment and Housing Law requires that a Redevelopment Plan show any significant relationship to the master plans of contiguous municipalities, the county master plan, and the State Development and Redevelopment Plan.

Compliance with Municipal Master Plan

The Standards outlined within this Plan are consistent with the adopted Master Plan of the City of Asbury Park. A Master Plan Reexamination Report for was adopted by the Asbury Park Planning Board on December 11, 2017. This Redevelopment Plan is consistent with the Planning Goals of the Master Plan Reexamination Report as found in Section 5.0 Visions and Recommendations, specifically:

5.1.2.2 – Provide for a variety of housing types for all income levels throughout the City.

This Redevelopment Plan will not result in the removal of any affordable housing units. Further, the Redevelopment Plan requires that at least 15% of the units to be constructed shall be affordable.

5.1.2.4 – Redevelop and/or revitalize the...Main Street Redevelopment Area...Memorial Drive corridor, transit district area, along with scattered site redevelopment areas throughout the City. This Redevelopment Plan addresses an area that is now a vacant underutilized site negatively affecting the surrounding residential neighborhood.

5.1.2.17 – Promote sustainability that reinforces and advances the City's character and reduces the environmental footprint of existing and future development and redevelopment. This Redevelopment Plan requires compliance with sustainability standards as outline in the Land Use section of this Redevelopment Plan.

This Redevelopment Plan is also consistent with various Land Use Objectives of the Master

Plan Reexamination Report.

5.2.1.10 – Continue to work with developers to implement redevelopment plans. This Redevelopment Plan requires that all developers enter into a redevelopment agreement with the governing body.

Compliance with Monmouth County Master Plan

The Standards outlined within this Plan are consistent with the Monmouth County Master Plan. Asbury Park is identified on Figure 2.14 as a Priority Growth Investment Area and as being eligible for Transit Oriented Development initiatives. The subject site is within ½ mile of the Asbury Park Train Station and James Howard Transportation Center. Asbury Park is also identified on Figure 2.15 as an Urban and Regional Center. These areas are described as being highly developed, walkable neighborhoods and communities with multi-modal transportation options, public services and amenities, and a range of housing stock including higher density residential uses such as apartments and high rises. As such, this Redevelopment Plan, which promotes development with higher density residential apartments, is consistent with this designation.

This Redevelopment Plan is also consistent with the New Jersey State Development and Redevelopment Plan. Asbury Park is a Tier 1 Urban Center. The State Development and Redevelopment Plan encourages development in Tier 1 areas.

Further the redevelopment of sites in close proximity to mass transit is consistent with New Jersey's Transit Oriented Development policies and redevelopment of properties in close proximity to mass transit is also consistent with the principals of "Smart Growth".

As previously mentioned, the subject property is approximately ½ mile from the Asbury Park Train Station and the James Howard Transportation Center.

Relationship to Plans of Adjacent Municipalities

The City of Asbury Park is bordered by Neptune Township, Ocean Township, Interlaken Borough, Allenhurst Borough and Loch Arbour Village.

The Plan area's development is not inconsistent with the Master Plans of the adjacent municipalities.

New Jersey State Development and Redevelopment Plan

The State Plan Development and Redevelopment Plan (SDRP) was prepared and adopted by the State Planning Commission according to the requirements of the State Planning Act of 1985 to serve as an instrument of state policy to guide state agencies and local government in the exercise of governmental powers regarding planning, infrastructure investment and other public actions and initiatives that affect and support economic growth and development in the state. The SDRP is not itself a regulation but a statement of State policy

that has been adopted by the State Planning Commission to guide State, regional and local agencies in the exercise of their statutory authority. The entirety of the City of Asbury Park and the Memorial Drive Redevelopment Area is located in the Metropolitan Planning Area (PA1), as per the State Plan Policy Map found in the SDRP. In addition, the City of Asbury Park has been designated an “Urban Center” by the State Planning Commission. This Redevelopment Plan seeks consistency with the goals and objectives found in the SDRP through its land use, housing, transportation, and design requirements and recommendations. This Redevelopment Plan aims to achieve the eight overall goals of the SDRP which are:

- Revitalize the State’s Cities and Towns,
- Conserve the State’s Natural Resources and Systems,
- Promote Beneficial Economic Growth, Development and Renewal for All Residents of New Jersey,
- Protect the Environment, Prevent and Clean Up Pollution,
- Provide Adequate Public Facilities and Services at a Reasonable Cost,
- Provide Adequate Housing at a Reasonable Cost,
- Preserve and Enhance Areas with Historic, Cultural, Scenic, Open Space and Recreational Value, and Ensure Sound and Integrated Planning and Implementation Statewide.

For areas located in the Metropolitan Planning Area (PA1), the State Plan’s intention is to:

- Provide for much of the state’s future redevelopment;
- Revitalize cities and towns;
- Promote growth in compact forms;
- Stabilize older suburbs;
- Redesign areas of sprawl; and
- Protect the character of existing stable communities.

In order to support the intent of the Metropolitan Planning Area, development and redevelopment activities need to be consistent with the traditional urban fabric—intensities sufficient to support transit, a range of uses broad enough to encourage activity beyond the traditional workday, efficient use of infrastructure, and physical design features that enhance public safety, encourage pedestrian activity and reduce dependency on the automobile.

This Redevelopment Plan is consistent with these principles and they are applied herein.

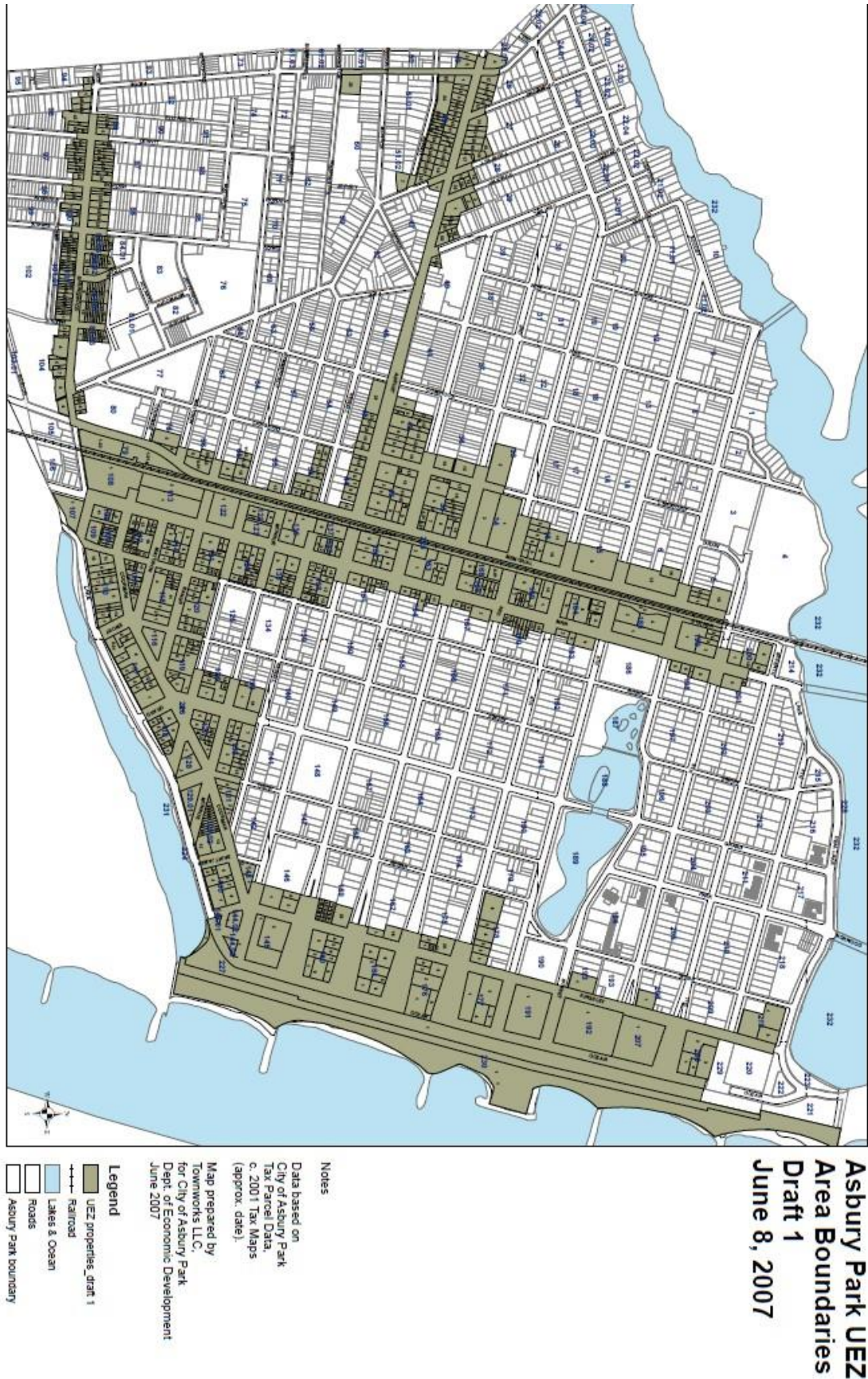
Asbury Park as a Designated Urban Center

The City, through its successful petition for Plan Endorsement, was designated as an Urban Center by the State Planning Commission in May of 2005. As part of its Petition for Plan Endorsement to the State Planning Commission, the City was required to prepare a Statement of Community Vision and Public Participation. The Plan is consistent with the designation because it proposes higher density in an urban area.

Urban Enterprise Zone

1201 Memorial Drive is in the Urban Enterprise Zone (UEZ). The UEZ Program is a state wide program for select urban communities with the goal to foster an economic climate that revitalizes and stimulates their growth by encouraging businesses to develop and create private sector jobs through public and private investment. Benefits to participating businesses at the time of adoption of this plan include a reduced sales tax of 3.5%; tax free purchases on certain items such as capital equipment, facility expansions, and upgrades; financial assistance from agencies such as NJEDA; subsidized unemployment insurance costs for employees who earn less than \$4,500 per quarter; energy sales tax exemption for qualified manufacturing firms with at least 250 employees, 50% of whom are working in manufacturing; and tax credit options. Tax credit options are that owners may elect either up to \$1,500 for new permanent full-time employees hired or up to 8% Corporate Business Tax credit on qualified investments.

The incentives of the Urban Enterprise Zone are redevelopment tools for the redevelopment area, programs and incentives offered through the Plan.





Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-527

Resolution Approving Payment of Bills



RESOLUTION NO. 2021-527

**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 \$1,186,369.90

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>1,186,369.90</u>
TOTAL VOUCHERS	\$ <u>1,186,369.90</u>

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-527 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS DAY OF , .

MELODY HARTSGROVE
CITY CLERK

P.O. Type: All Print Alpha, Revenue, & G/L Accounts: Y Open: N Void: N Paid: N
Format: Condensed Held: N Aprv: N Rcvd: N
Range: 0-First to 1-Last Bid: Y State: Y Other: Y Exempt: N
Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/21 Include Non-Budgeted: N
Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

0-01-25-240-000-216	POLICE Supplies-Compu.					
SELES SELEX ES, INC.	21-03129 M6-3 Plate Reader Software			1,000.00	0.00	
	Extd Total: POLICE DEPARTMENT			1,000.00		
	Department Total: POLICE			1,000.00		
	CAFR Total:			1,000.00		

Department: STREETS & ROAD
Extd: STREETS & ROADS MAINTENANCE

0-01-26-290-000-218	STREETS & ROAD Contract.Serv.					
VERITIV VERITIV OPERATING COMPANY	21-02943 Non CO-OP Custodial Supplies			638.10	0.00	
	Extd Total: STREETS & ROADS MAINTENANCE			638.10		
	Department Total: STREETS & ROAD			638.10		
	CAFR Total:			638.10		
	Fund Total: CURRENT			1,638.10		

Fund: TRANSPORTATION UTILITY: BUDGET:
Department: UTILITY OE
Extd: TRANSPORT.UTILITY O/E: OTHER EXPENSES:

0-06-55-502-000-201	TRANSPORT.UTILITY O/E: General Plant					
AMEPLA AMERICAN PLANNING ASSOCIATION	21-03328 APA AICP Dues - M. Manzella			225.00	0.00	
	Extd Total: TRANSPORT.UTILITY O/E: OTHER EXPENSES:			225.00		
	Department Total: UTILITY OE			225.00		
	CAFR Total:			225.00		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			225.00		
	Year Total:			1,863.10		

Fund: CURRENT
Department: ADMINISTRATION
Extd: ADMINISTRATION

1-01-20-100-000-201	ADMINISTRATION General Plant					
RUTGE005 RUTGERS, THE STATE UNIV. OF NJ	21-02558 Magt. Tasks, Responsibilities			2,279.00	0.00	
GEECHA GEESE CHASERS, LLC	21-02622 4TH QTR 2021 CLEARING AND			1,079.00	0.00	B
SUNFAR SUNSET FARM MARKET GARDEN	21-03315 Wreath for Springwood Park			350.00	0.00	
				3,708.00		

1-01-20-100-000-206	ADMINISTRATION Computer Supplies					
WBMASON W.B.MASON CO., INC.	21-03304 Ink Cart for proclamations			65.96	0.00	

Attachment: Bill List 12-22-21 (2021-527 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-100-000-208	ADMINISTRATION Events					
SHORIT SAKER SHOPRITE, INC.	21-03334 Safety Incentive Awards			250.00	0.00	
AMAZO005 AMAZON.COM SERVICES	21-03335 Safety Incentive Awards			<u>236.47</u>	0.00	
				486.47		
1-01-20-100-000-209	ADMINISTRATION Professional Services					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC	21-00304 2021 SERVICES RENDERED BLANKET			4,431.50	0.00	B
CGPHL005 CGP&H, LLC	21-00332 2021 SERVICES RENDERED BLANKET			<u>2,552.00</u>	0.00	B
				6,983.50		
1-01-20-100-000-211	ADMINISTRATION Water					
KEPSPR KEPWEL SPRING WATER	21-03282 ACCT #117290 NOVEMBER 2021			459.00	0.00	
	Extd Total: ADMINISTRATION			11,702.93		
	Department Total: ADMINISTRATION			11,702.93		
Department: MUNIC CLERK						
Extd: MUNICIPAL CLERK						
1-01-20-120-000-202	MUNICIPAL CLERK Office Supplies					
WBMASON W.B.MASON CO., INC.	21-03302 Office Supplies			200.83	0.00	
1-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
ASBPAK ASBURY PARK PRESS	21-03321 #5020991 ORD #2021-38 11/29/21			49.85	0.00	
1-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC GRANICUS, LLC	21-03296 INVOICE #146534 DECEMBER 2021			706.20	0.00	
1-01-20-120-000-292	MUNIC CLERK Elections					
MONCOU MONMOUTH COUNTY TREASURER	21-03207 SPECIAL ELECTIONS 4/20/21			1,792.84	0.00	
	Extd Total: MUNICIPAL CLERK			2,749.72		
	Department Total: MUNIC CLERK			2,749.72		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
1-01-20-130-000-204	FINANCE Outside Services					
ATLLOK ATLANTIC LOCK & SAFE	21-02959 Quote for Safe Opening NTE			175.00	0.00	
1-01-20-130-000-207	FINANCE HR Testing					
MERHEA MERIDIAN OCCUPATIONAL HEALTH	21-03389 INVOICE #474941 NOVEMBER 2021			545.00	0.00	
1-01-20-130-000-209	FINANCE Fees					
GREFIN GREATAMERICA FINANCIAL SVCS.	21-03289 INVOICE #30470231 DEC 2021			429.00	0.00	
1-01-20-130-000-223	FINANCE Condo Reimbursements					
702704 702-704 FIFTH AVE. APTS.	21-02947 3rd Q 2021 Trash Reimbursement			2,146.02	0.00	
300SEV 300 SEVENTH AVENUE CONDOMINIUM	21-03360 3rd & 4th Q 2021 Condo Reimb.			2,203.20	0.00	
ASBUR020 ASBURY COMMONS CONDOMINIUM	21-03361 3rd & 4th q Condo Reimb.			1,414.22	0.00	
ASBUR015 ASBURY TERRACE CONDOMINIUM	21-03362 3rd & 4th Q Condo Reimb.			1,705.68	0.00	
CAPRI005 CAPRI TERRACE CONDOMINIUM	21-03363 3rd & 4th Q Condo Reimb.			1,792.20	0.00	
EUREK005 EUREKA CONDOMINIUM	21-03364 3rd & 4th Q condo Reimb.			1,847.82	0.00	

Attachment: Bill List 12-22-21 (2021-527 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-130-000-223	FINANCE Condo Reimbursements		Continued			
SOUTH005 SOUTH GRAND CONDOMINIUM	21-03365 3rd & 4th Q Condo Reimb.			1,923.60	0.00	
THEES005 THE ESPLANADE CONDOMINIUM	21-03366 3rd & 4th Q. Condo Reimb.			3,986.10	0.00	
THELO005 THE LOFTS AT ASBURY PARK	21-03367 3rd & 4th Q Condo Reimb.			3,473.16	0.00	
THEST005 THE ST. JAMES CONDOMINIUM	21-03368 3rd & 4th Q condo reimburse.			20,772.70	0.00	
VIVEA005 VIVE ASBURY PARK CONDOMINIUM	21-03369 3rd & 4th Q Condo Reimb.			3,654.00	0.00	
ASBUR010 ASBURY PARK PLACE CONDOMINIUM	21-03371 3rd & 4th Q. condo reimb.			<u>2,150.64</u>	0.00	
				47,069.34		
	Extd Total: FINANCIAL ADMINISTRATION			48,218.34		
	Department Total: FINANCE			48,218.34		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
1-01-20-140-000-219	COMPUTER DATA PROC. Equipment					
CDWGOV CDW GOVERNMENT LLC	21-02941 Q#MLDK853 Social Laptop			1,713.81	0.00	
AMAZO005 AMAZON.COM SERVICES	21-03258 Headset & Usb > Ethernet			<u>90.83</u>	0.00	
				1,804.64		
1-01-20-140-000-222	COMPUTER DATA PROC Software Lic.					
FILEB005 FILE BANK, INC.	21-02517 MONTHLY FEES RECORD MANAGEMENT			2,620.81	0.00	B
1-01-20-140-000-224	COMPUTER DATA PROC. Troubleshooting					
MILCOM MILLENNIUM COMMUNICATIONS	21-03381 2 DAYS TROUBLESHOOTING NTE			2,720.00	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			7,145.45		
	Department Total: COMPUTER MIS			7,145.45		
Department: DIRECTOR OF COMMUNICATIONS						
Extd: DIRECTOR OF COMMUNICATIONS						
1-01-20-151-000-207	DIRECTOR OF COMMUNICATIONS Website					
CIVIC005 CIVICPLUS, LLC	21-02944 #218562 Website Training APPD			750.00	0.00	
	Extd Total: DIRECTOR OF COMMUNICATIONS			750.00		
	Department Total: DIRECTOR OF COMMUNICATIONS			750.00		
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
1-01-20-155-000-209	LEGAL SERVICES Fees					
PARKE005 PARKER MCCAY, PA	21-00296 2021 SERVICES RENDERED BLANKET			5,713.50	0.00	B
	Extd Total: LEGAL SERVICES			5,713.50		
	Department Total: LEGAL SERVICES			5,713.50		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
1-01-20-162-000-202	APTV Equipment					
AMAZO005 AMAZON.COM SERVICES	21-02786 Chambers audio upgrade pt 2			751.66	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-20-162-000-202	APTV Equipment		Continued			
CDWGOV CDW GOVERNMENT LLC		21-02970	Media backup drives 1c68JKV	418.52	0.00	
				1,170.18		
	Extd Total: CABLE TV ADVISORY COMMITTEE			1,170.18		
	Department Total: APTV			1,170.18		
Department: ENGINEER SERV						
Extd: ENGINEERING SERVICES						
1-01-20-165-000-209	ENGINEERING SERVICES Fees					
TMASSO T & M ASSOCIATES		21-00298	2021 SERVICES RENDERED BLANKET	6,603.88	0.00	B
TMASSO T & M ASSOCIATES		21-01517	NJDEP COASTAL PERMIT 13 GP-13	342.64	0.00	B
				6,946.52		
	Extd Total: ENGINEERING SERVICES			6,946.52		
	Department Total: ENGINEER SERV			6,946.52		
	CAFR Total:			84,396.64		
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
1-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM PMA MANAGEMENT CORPORATION		21-03333	Nov 2021 Billing Statement	21,463.77	0.00	
	Extd Total: LIABILITY INSURANCE			21,463.77		
	Department Total: LIAB INSURANCE			21,463.77		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
1-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM PMA MANAGEMENT CORPORATION		21-03333	Nov 2021 Billing Statement	69,640.79	0.00	
	Extd Total: WORKER'S COMPENSATION			69,640.79		
	Department Total: WORKERS COMP			69,640.79		
	CAFR Total:			91,104.56		
Department: POLICE						
Extd: POLICE DEPARTMENT						
1-01-25-240-000-201	POLICE General Plant					
LANASO LANIGAN ASSOCIATES, INC.		21-02189	10k Gold wallet Badge - WHITE	1,107.00	0.00	
LANASO LANIGAN ASSOCIATES, INC.		21-02306	10K Gold wallet Badge &	1,268.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		21-03173	Business Cards L. Pettway	45.00	0.00	
CRAPRI CRAFTMASTER PRINTING, INC.		21-03241	5000 Generic Business Cards	275.00	0.00	
AMAZO005 AMAZON.COM SERVICES		21-03285	Batteries for PD Weapons	72.98	0.00	
WBMASON W.B.MASON CO., INC.		21-03287	DISINFECTANT CLEANER	165.00	0.00	
				2,932.98		
1-01-25-240-000-204	POLICE Towing					
RICAUT RICH'S AUTO BODY		21-03395	Towed Unit 51 to City Yard	20.00	0.00	

Attachment: Bill List 12-22-21 (2021-527 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-25-240-000-216	POLICE Supplies-Compu.					
CDWGOV CDW GOVERNMENT LLC		21-03174	Q#MMCW958 SSL Cert	2,553.74	0.00	
1-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM WIRELESS COMMUNICATIONS &		21-03125	#M59891 NOVEMBER 2021	1,220.00	0.00	
OPTIMUM OPTIMUM		21-03399	#07866-182313-01-5 12/8 - 1/7	237.94	0.00	
				1,457.94		
1-01-25-240-000-226	POLICE Bd.ofPrisoners					
MCDONA KJK RESTAURANTS, LLC		21-03397	Prisoner Meals	21.49	0.00	
	Extd Total: POLICE DEPARTMENT			6,986.15		
	Department Total: POLICE			6,986.15		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
1-01-25-265-000-201	FIRE DEPT. General Plant					
SEAWEL SEABOARD WELDING SUPPLY, INC.		21-02310	BLANKET PO FOR OXYGEN N.T.E.	45.00	0.00	B
1-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
SEAFOR SEA BREEZE FORD INC.		21-01970	Emer alignment 8330	89.95	0.00	
1-01-25-265-000-207	FIRE DEPT. Clothing Allowance					
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01069	2021 Clothing Allow-Arce	178.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01070	2021 Cloth Allow-Annunziata,P.	321.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01080	2021 Cloth Allow-Annunziata,J	41.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01087	2021 Cloth Allow-Fahnholz	242.50	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01095	2021 Cloth Allow-Langlais	60.00	0.00	B
MUNIC005 MUNICIPAL EMERGENCY SERVICES		21-01099	2021 Cloth Allow-Marshall	299.00	0.00	B
				1,141.50		
1-01-25-265-000-214	FIRE DEPT. Building Maintenance					
COUCLE COUNTRY CLEAN, INC		21-01544	Blanket PO Not to Exceed	961.49	0.00	B
WESPES WESTERN PEST SERVICES		21-03407	INV#7246984 DECEMBER 2021	110.00	0.00	
				1,071.49		
1-01-25-265-000-229	FIRE DEPT. Medical Sup.					
HENSCE HENRY SCHEIN, INC.		21-00083	Blanket PO Not to Exceed	161.52	0.00	B
TEALIF TEAM LIFE, INC.		21-03212	Q#11009 AED PADS	590.00	0.00	
VERALP V.E. RALPH & SON, INC.		21-03244	Q#: 95333 N95 RESPIRATORS	287.40	0.00	
				1,038.92		
	Extd Total: FIRE DEPARTMENT			3,386.86		
Extd: FIRE HYDRANT						
1-01-25-265-266-299	FIRE HYDRANT Misc.					
NJAMER N.J. AMERICAN WATER CO.		21-03326	#1018-210026567043 10/26-11/23	18,581.84	0.00	
	Extd Total: FIRE HYDRANT			18,581.84		
	Department Total: FIRE DEPT.			21,968.70		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
1-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT JAMES N. BUTLER, JR.		21-00299	2021 SERVICES RENDERED BLANKET	4,550.00	0.00	B
	Extd Total: MUNICIPAL PROSECUTOR			4,550.00		
	Department Total: PROSECUTOR			4,550.00		
	CAFR Total:			33,504.85		
Department: STREETS & ROAD						
Extd: STREETS & ROADS MAINTENANCE						
1-01-26-290-000-202	STREETS & ROAD Office Supplies					
WBMASON W.B.MASON CO., INC.		21-03297	WWTP and DPW Office Supplies	229.34	0.00	
1-01-26-290-000-203	STREETS & ROAD Motor Vehicle					
ALLDIE ALLIED DIESEL SERVICE, INC.		21-00320	Service, Supplies and Tools	862.50	0.00	B
TRUIS TRIUS, INC.		21-00409	Equipment & Straps for Rolloff	32.20	0.00	B
THEHAR THE HARDWARE STORE		21-00693	Various Supplies, Tools, etc	120.89	0.00	B
PARSTE PARK STEEL & IRON COMPANY		21-00764	Various Fabrication & Welding	400.00	0.00	B
EDWTIR EDWARDS TIRE CO., INC.		21-01461	Supplies, Tools and Service	250.00	0.00	B
CENTJER CENTRAL JERSEY EQUIPMENT, LLC		21-01904	HYD Accessories, Nuts, etc	2,066.19	0.00	B
NORSWE NORTHEAST SWEEPERS & RENTALS,		21-02435	Supplies, Tools and Parts	69.10	0.00	B
MAAOUT MAACO COLLISION		21-02512	REPAIRS TO PD CAR #49	15,349.66	0.00	
SEAGRA SEAGRAVE NEW JERSEY		21-02534	Overflow Tank Cap and Shipping	24.63	0.00	
SEACHE SEACOAST CHEVROLET OLDS-		21-02591	Automotive Parts and Supplies	84.45	0.00	B
LAWPRO LAWSON PRODUCTS, INC.		21-02614	HYD Accessories, Nuts, etc	507.14	0.00	B
GPCNA091 GPC-NAPA AUTO PARTS		21-02707	Various Supplies, Tools, etc	215.44	0.00	B
THEHOS THE HOSE SHOP, INC.		21-02828	Various Hoses, Parts and Tools	145.44	0.00	B
ODBCOM OLD DOMINION BRUSH COMPANY INC		21-02923	Parts to Repair Leaf Machine	1,677.90	0.00	
EDWTIR EDWARDS TIRE CO., INC.		21-03017	Supplies, Tools and Service	778.58	0.00	B
SEAFOR SEA BREEZE FORD INC.		21-03073	Various Supplies, Parts, etc	549.10	0.00	B
SEAFOR SEA BREEZE FORD INC.		21-03118	Sublet/Misc., Labor & Parts	744.89	0.00	
METRO005 METRO HYDRAULIC JACK COMPANY		21-03121	Trans Jack Overhauled	375.00	0.00	
EASAUT EASTERN AUTOPARTS WAREHOUSE		21-03152	Automotive Parts, Tools, etc	571.10	0.00	B
EDWTIR EDWARDS TIRE CO., INC.		21-03230	Various Tires for APPD Fleet	2,381.72	0.00	
ACEOUT ACE OUTDOOR POWER EQUIPMENT		21-03309	Carburetor Assembly T #50-640	90.38	0.00	
SEAWEL SEABOARD WELDING SUPPLY, INC.		21-03346	Acetylene/Oxygen Cylinder, etc	83.25	0.00	
EDWTIR EDWARDS TIRE CO., INC.		21-03348	Goodyear Assurance A/S Tires	348.80	0.00	
				27,728.36		
1-01-26-290-000-210	STREETS & ROAD Network Fleet					
VERIZ015 VERIZON CONNECT		21-03280	INV#362000021517 12.1.2021	2,483.30	0.00	
1-01-26-290-000-215	STREETS & ROAD Misc. Hardware					
CLABLO CLAYTON BLOCK CO., INC.		21-00322	Miscellaneous Hardware, etc	32.27	0.00	B
UPTFAS UP-TITE FASTNERS INC.		21-01469	Various Supplies and Tools	75.00	0.00	B
				107.27		
1-01-26-290-000-216	STREETS & ROAD Carpentry Supplies					
GRAING GRAINGER, INC.		21-03209	Fence Post Driver #4LVN8	45.37	0.00	
GRAING GRAINGER, INC.		21-03259	Protection for Beach Lumber	498.00	0.00	

Attachment: Bill List 12-22-21 (2021-527 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-26-290-000-216	STREETS & ROAD		Carpentry Supplies Continued			
GRAING	GRAINGER, INC.	21-03261	Maintenance Shop Stock - Paint	199.20	0.00	
GRAING	GRAINGER, INC.	21-03262	Maintenance Shop Various Tools	174.91	0.00	
THEHAR	THE HARDWARE STORE	21-03375	#1496854 Roofing #121, etc	21.97	0.00	
				939.45		
1-01-26-290-000-218	STREETS & ROAD		Contract.Serv.			
VERITIV	VERITIV OPERATING COMPANY	21-02946	Non CO-OP Custodial Supplies	465.42	0.00	
WATEAS	WATERLOGIC AMERICAS LLC	21-03294	#1071388 DECEMBER 2021	36.24	0.00	
OPTIMUM	OPTIMUM	21-03410	#07866-183188-01-1 12/8 - 1/7	31.24	0.00	
				532.90		
1-01-26-290-000-270	STREETS & ROAD		Wesley Lake Commission			
TOWNEP	TOWNSHIP OF NEPTUNE	21-03163	Interlocal Agreement 2021	5,150.00	0.00	
			Extd Total: STREETS & ROADS MAINTENANCE	37,170.62		
			Department Total: STREETS & ROAD	37,170.62		
Department: SOLID WASTE						
Extd: SOLID WASTE COLLECTION						
1-01-26-305-000-209	SOLID WASTE		Fees			
OHAG	OHAGAN NURSERY COMPOST DIVISIO	21-03116	DISPOSAL OF LEAVES BLANKET NTE	2,154.00	0.00	B
DELDEM	DELISA DEMOLITION, INC.	21-03252	#221998 Construction Debris	1,376.60	0.00	
MAZMUL	MAZZA MULCH, INC.	21-03273	#415511 Brush NOVEMBER 2021	5,940.00	0.00	
DELDEM	DELISA DEMOLITION, INC.	21-03291	#223333 Trash Fee 11/16 -11/30	29,538.83	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	21-03292	#415852 Bulky Waste NOV 2021	1,294.70	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	21-03293	#415309 RECYCLING NOV 2021	5,648.99	0.00	
				45,953.12		
1-01-26-305-000-218	SOLID WASTE		Contract.Serv.			
DELDEM	DELISA DEMOLITION, INC.	21-03206	#223116 DECEMBER 2021	44,166.65	0.00	
			Extd Total: SOLID WASTE COLLECTION	90,119.77		
			Department Total: SOLID WASTE	90,119.77		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
1-01-26-310-000-218	BUILDING & GND		Contract.Serv.			
CONTR005	CONTROLLED GROWTH, LLC	21-00730	Weed Control Program	1,980.00	0.00	B
WEEDM005	WEED MAN	21-01861	Citywide Vegetation Control	199.00	0.00	B
BURCONT	BURKE CONTRACTING, LLC	21-02680	REPAIRS TO SENIOR CENTER	36,793.40	0.00	
TERPES	THE TERMINIX INTERNATIONAL CO	21-03383	#414881681 Pest Control Svcs	122.00	0.00	
				39,094.40		
			Extd Total: BUILDINGS & GROUNDS	39,094.40		
			Department Total: BUILDING & GND	39,094.40		
			CAFR Total:	166,384.79		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
1-01-27-345-000-202	SOCIAL SERVICES Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-03227	Print and office supplies	524.74	0.00	
1-01-27-345-000-207	SOCIAL SERVICES Transportation Tickets					
NJTRNST	NJ TRANSIT CORP.%FINANCE DEPT.	21-03245	NJ Transit Fare for clients	1,623.75	0.00	
1-01-27-345-000-208	SOCIAL SERVICES Events					
RHOISL	RHODE ISLAND NOVELTY, INC.	21-03159	goodies for fp tree lighting	119.49	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	21-03167	Postcards FP Tree Lighting	225.00	0.00	
ORITRA	ORIENTAL TRADING CO., INC.	21-03182	Goodies for FP Tree Lighting	251.98	0.00	
SALARM	SALVATION ARMY	21-03278	Refreshments 4 FP TreeLightng	500.00	0.00	
				1,096.47		
1-01-27-345-000-213	SOCIAL SERVICES Client Assistance					
SHIINT	SHI INTERNATIONAL CORP	21-02477	Ribbon for ID printer	124.00	0.00	
1-01-27-345-000-218	SOCIAL SERVICES Contract Services					
VISNUR	VISITING NURSES ASSN. OF CENTR	21-03110	Nursing Services September2021	6,833.33	0.00	
	Extd Total: SOCIAL SERVICES:			10,202.29		
	Department Total: PUBLIC ASST			10,202.29		
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
1-01-27-350-000-204	SENIOR CENTER Print & Office Supplies					
CRAPRI	CRAFTMASTER PRINTING, INC.	21-03166	Business Cards Wright	45.00	0.00	
1-01-27-350-000-205	SENIOR CENTER Recreation & Social					
BODYB005	BODY BY BEY	21-02515	Senior Exercise Classes 9/2021	300.00	0.00	
EILEE005	EILEEN SOUL FOOD CATERING	21-03277	Holiday Party Meal 12/23/21	800.00	0.00	
				1,100.00		
	Extd Total: SENIOR CENTER			1,145.00		
	Department Total: SENIOR CENTER			1,145.00		
	CAFR Total:			11,347.29		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
1-01-28-370-000-290	RECREATION Programs/Activities					
CRAPRI	CRAFTMASTER PRINTING, INC.	21-02876	halloween signs	570.00	0.00	
1-01-28-370-000-291	RECREATION Office Supplies					
WBMASON	W.B.MASON CO., INC.	21-03170	OFFICE SUPPLIES NEEDED	45.32	0.00	
	Extd Total: RECREATION SERVICES & PROGRAM			615.32		
	Department Total: RECREATION			615.32		
	CAFR Total:			615.32		

Attachment: Bill List 12-22-21 (2021-527 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: PUBLIC LIBRARY						
Extd: PUBLIC LIBRARY:						
1-01-29-390-000-299	PUBLIC LIBRARY Misc.					
ASBFRE	ASBURY PARK FREE PUBLIC LIBRAR	21-03391	Library Allocation	20,000.00	0.00	
	Extd Total: PUBLIC LIBRARY:			20,000.00		
	Department Total: PUBLIC LIBRARY			20,000.00		
	CAFR Total:			20,000.00		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
1-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	21-03326	#1018-210026567043 10/26-11/23	1,736.85	0.00	
JCPL	JCPL	21-03377	#100 048 402 018 10/27-11/24	3.92	0.00	
NJAMER	N.J. AMERICAN WATER CO.	21-03379	#1018-210043098429 11/3-12/2	1,475.76	0.00	
				3,216.53		
	Extd Total: LIGHT,HEAT,POW			3,216.53		
Extd: STREET/TRAFFIC						
1-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	21-03316	#200 000 001 293 MASTER ACCT	1,192.02	0.00	
JCPL	JCPL	21-03377	#100 048 402 018 10/27-11/24	1,174.19	0.00	
				2,366.21		
	Extd Total: STREET/TRAFFIC			2,366.21		
	Department Total: LIGHTING			5,582.74		
Department: TELEPHONE						
Extd: TELEPHONE						
1-01-31-440-000-299	TELEPHONE Misc.					
ATLLC	AT&T MOBILITY LLC	21-03281	INV#287309392069x11192021	3.02	0.00	
VERZON	VERIZON BUSINESS	21-03376	#152-069-551-0001-78 12/4-1/3	125.07	0.00	
VERIZON	VERIZON WIRELESS	21-03396	#342269861-00001 11/5-12/4	2,525.57	0.00	
				2,653.66		
	Extd Total: TELEPHONE			2,653.66		
	Department Total: TELEPHONE			2,653.66		
Department: GASOLINE						
Extd: GASOLINE						
1-01-31-460-000-299	GASOLINE Misc.					
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-03210	#16399192 Sulfur Diesel Fuel	2,585.40	0.00	
GRIALLI	GRIFFITH-ALLIED TRUCKING, LLC	21-03231	#16422438 Unleaded RFG Fuel	11,741.54	0.00	

Attachment: Bill List 12-22-21 (2021-527 : Payment of Bills)

December 15, 2021
04:02 PM

CITY OF ASBURY PARK
Purchase Order Listing By Budget Account

Pa 3.D.2.a

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-01-31-460-000-299	GASOLINE Misc.		Continued			
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	21-03271 #16451868 Sulfur Diesel Fuel			<u>1,214.71</u> 15,541.65	0.00	
	Extd Total: GASOLINE			15,541.65		
	Department Total: GASOLINE			15,541.65		
	CAFR Total:			23,778.05		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
1-01-43-490-000-219	MUNIC COURT Judges Fees					
MICHA015 MICHAEL G. CELLI JR	21-03319 alternate judge nov 2021			500.00	0.00	
MICHA015 MICHAEL G. CELLI JR	21-03398 conflict judge dec 2021			<u>500.00</u> 1,000.00	0.00	
1-01-43-490-000-245	MUNIC COURT Interpreter					
BEACRA BEATRIZ C. CRANEY	21-03235 spanish interpreter 11/19/21			123.75	0.00	
	Extd Total: MUNICIPAL COURT			1,123.75		
	Department Total: MUNIC COURT			1,123.75		
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
1-01-43-495-000-021	Fees					
GREER005 GREER LAW FIRM	21-03006 2021 SERVICES RENDERED BLANKET			2,000.00	0.00	B
	Extd Total: PUBLIC DEFENDER			2,000.00		
	Department Total: PUBLIC DEFEND.			2,000.00		
	CAFR Total:			3,123.75		
CAFR: CURRENT FUND NON BUDGET ACCTS:						
Department: TAXES PAYABLE:						
Extd: TAXES PAYABLE:						
1-01-55-001-000-023	RAB PILOT - Due to Trustee					
USBANK US BANK OPERATIONS CTR.	21-03275 SEP-NOV'21 RAB PILOT DUE TRUST			426,858.95	0.00	
1-01-55-001-000-026	Reserve for Fire House Repairs					
RICHE005 RICHELIEU AMERICA LTD.	21-02940 Handrail & Parts: APFD 3rd Flr			515.16	0.00	
	Extd Total: TAXES PAYABLE:			427,374.11		
	Department Total: TAXES PAYABLE:			427,374.11		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			427,374.11		
	Fund Total: CURRENT			861,629.36		
Fund: BEACH						
Department: UTILITY OE						
Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
1-05-55-502-000-201	BEACH UTILITY O/E: General Plant					
INTER005 INTERPORT MAINTENANCE CO., INC	21-02984 BEACH STORGAE CONTAINERS			8,950.00	0.00	

Attachment: Bill List 12-22-21 (2021-527 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
1-05-55-502-000-201	BEACH UTILITY O/E: General Plant		Continued			
NJAMER N.J. AMERICAN WATER CO.		21-03379	#1018-210043098429 11/3-12/2	518.79	0.00	
				9,468.79		
1-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies					
VERITIV VERITIV OPERATING COMPANY		21-02592	Various Custodial Supplies	74.64	0.00	B
1-05-55-502-000-219	BEACH UTILITY O/E: Vehicle					
ACTIO005 ACTION YAMAHA		21-03218	Repair of Beachfront ATV-Green	463.98	0.00	
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			10,007.41		
	Department Total: UTILITY OE			10,007.41		
	CAFR Total:			10,007.41		
	Fund Total: BEACH			10,007.41		
Fund:	TRANSPORTATION UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	TRANS.UTILITY O/E: OTHER EXPENSES:					
1-06-55-502-000-201	TRANS.UTILITY O/E: General Plant					
ENGNO05 ENGENUITY INFRASTRUCTURE		21-02170	CONTRACT FOR WAYFINDING #3	736.25	0.00	B
FOUND005 FOUNDATION TITLE LLC		21-03276	Custom Search for Mayfair Ln	75.00	0.00	
AMEPLA AMERICAN PLANNING ASSOCIATION		21-03328	APA AICP Dues - M. Manzella	175.00	0.00	
				986.25		
1-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
WBMASON W.B.MASON CO., INC.		21-00437	#c1233752 Parking Office Suppl	846.08	0.00	
1-06-55-502-000-205	TRANS.UTILITY O/E: Enforcement Supply					
PARSOL PARTEK SOLUTIONS, INC.		21-02685	Citation Paper	1,413.98	0.00	
1-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
IPSGRO IPS GROUP, INC.		21-03274	INV61757 Permit Fees 6/21	2,585.11	0.00	
IPSGRO IPS GROUP, INC.		21-03355	INV66453 Nov 21 Gateway Fees	468.87	0.00	
				3,053.98		
1-06-55-502-000-211	TRANS.UTILITY O/E: Street Markings					
GRAING GRAINGER, INC.		21-03077	White Delineator Posts	270.20	0.00	
TRALIN TRAFFIC LINES, INC.		21-03313	11/21 & 12/21 Striping	34,377.40	0.00	
				34,647.60		
1-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO IPS GROUP, INC.		21-01917	063095017 Meter Bill Acceptors	5,040.44	0.00	
BUTTS005 BUTTS TICKET COMPANY		21-02688	Parking Meter Paper 9/29/21	2,685.00	0.00	
IPSGRO IPS GROUP, INC.		21-03353	INV66294 Nov2021 DMS Fees	6,966.00	0.00	
				14,691.44		
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			55,639.33		
	Department Total: UTILITY OE			55,639.33		
	CAFR Total:			55,639.33		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			55,639.33		

Attachment: Bill List 12-22-21 (2021-527 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: SEWER UTILITY: BUDGET:						
Department: UTILITY OE						
Extd: SEWER UTILITY O/E: OTHER EXPENSES:						
1-07-55-502-000-204	SEWER UTILITY O/E: Office Supplies					
WINCOR	WINZER CORPORATION	21-03164	OR NITR IG Glove XL 100/Box	409.81	0.00	
WBMASON	W.B.MASON CO., INC.	21-03297	WWTP and DPW Office Supplies	76.22	0.00	
RUDCOR	RUDY CORONA	21-03400	Reimbursement:Sea Ice Purchase	26.32	0.00	
				512.35		
1-07-55-502-000-209	SEWER UTILITY O/E: Fees					
TOMSR005	TOMS RIVER SECURITY SYSTEMS	21-03386	Invoice 8124 Fire Alarm Inspec	225.00	0.00	
1-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	21-03326	#1018-210026567043 10/26-11/23	2,335.54	0.00	
NJAMER	N.J. AMERICAN WATER CO.	21-03379	#1018-210043098429 11/3-12/2	207.79	0.00	
				2,543.33		
1-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
ALLBOI	ALLIED BOILER REPAIR CORP.	21-03341	Labor: Reset Boilers Switches	300.00	0.00	
ENVIR005	ENVIRONMENTAL RESOURCES	21-03349	167333 SERVICES RENDERED 10/30	1,150.00	0.00	
AUTBUI	AUTOMATED BUILDING CONTROLS,	21-03370	INV #S35206 SERVICE CALL 11/17	227.50	0.00	
MUNCAP	MUNICIPAL CAPITAL CORPORATION	21-03384	SEWER PLANT PHOTOCOPIER	165.16	0.00	
				1,842.66		
1-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER	N.J. AMERICAN WATER CO.	21-03338	Usage data 4000226367 12.31.21	395.06	0.00	
1-07-55-502-000-230	SEWER UTILITY O/E: Hypochlorite					
JCIJ0005	JCI JONES CHEMICALS, INC.	21-03382	INVOICE #869912 OCTOBER 2021	3,150.00	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			8,668.40		
	Department Total: UTILITY OE			8,668.40		
	CAFR Total:			8,668.40		
	Fund Total: SEWER UTILITY: BUDGET:			8,668.40		
	Year Total:			935,944.50		
Fund: GENERAL CAPITAL FUND BUDGET:						
Extd: Odr. 2018-57 Acq. of Real Property FH						
C-04-55-998-176-001	Section 20 Costs					
TMASSO	T & M ASSOCIATES	21-02853	FIRE DEPARTMENT HEADQUARTERS	5,113.00	0.00	B
	Extd Total: Odr. 2018-57 Acq. of Real Property FH			5,113.00		
Extd: 2019 Ord. 2019-9 Var. Capital Improv.						
C-04-55-998-177-011	Administration IT					
CDWGOV	CDW GOVERNMENT LLC	21-03010	Battery backups for PCs 1C69DV	965.02	0.00	
	Extd Total: 2019 Ord. 2019-9 Var. Capital Improv.			965.02		

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Extd:	Ord. 2021-32 Records Mgt. Improvements					
C-04-55-998-181-001	Records Management Improvements					
FILEB005 FILE BANK, INC.		21-02511	RECORDS MANGAMENT	18,659.47	0.00	B
	Extd Total: Ord. 2021-32 Records Mgt. Improvements			18,659.47		
Extd:	Ord. 2021-36 Various Capital Improv.					
C-04-55-998-182-004	IT Equipment					
DELCOM DELL MARKETING L.P.		21-03178	Q#3000103416272 Kiosk PCs	1,527.86	0.00	
	Extd Total: Ord. 2021-36 Various Capital Improv.			1,527.86		
	Department Total:			26,265.35		
	CAFR Total:			26,265.35		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			26,265.35		
Fund:	SEWER CAPITAL FUND BUDGET:					
Extd:	Sewer Plant Improvements - Ord. #3038					
C-08-55-526-013-001	Sewer Plant Impr - 40A Costs (Ord #3038)					
TMASSO T & M ASSOCIATES		20-01233	WWTP RBC REPLACEMENT	462.00	0.00	B
TMASSO T & M ASSOCIATES		21-02513	THREE ADDITIONAL RBC TRAINS	16,686.00	0.00	B
				17,148.00		
	Extd Total: Sewer Plant Improvements - Ord. #3038			17,148.00		
	Department Total:			17,148.00		
	CAFR Total:			17,148.00		
	Fund Total: SEWER CAPITAL FUND BUDGET:			17,148.00		
Fund:	PARKING CAPITAL					
Department:	Ord. 2019-7 Transport.Utility Improve.					
Extd:	Ord. 2019-7 Transport.Utility Improve.					
C-09-17-903-000-901	Section 20 Soft Costs					
TMASSO T & M ASSOCIATES		19-03697	Reso 2019-328 Asbury/Ridge	2,933.50	0.00	B
	Extd Total: Ord. 2019-7 Transport.Utility Improve.			2,933.50		
	Department Total: Ord. 2019-7 Transport.Utility Improve.			2,933.50		
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-901	Section 20 Costs					
TMASSO T & M ASSOCIATES		20-03383	Reso 2020-303 Memorial Dr.	35,874.50	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			35,874.50		
	Department Total: Ord. 2020-8 Memorial Drive Paving			35,874.50		

Attachment: Bill List 12-22-21 (2021-527 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: Ord. 2020-24 Bond Street Improvements						
Extd: Ord. 2020-24 Bond Street Improvements						
C-09-17-907-000-901	Section 20 Costs					
TMASSO T & M ASSOCIATES		20-03381	Reso 2020-302 Bond St. Improv	17,202.01	0.00	B
	Extd Total: Ord. 2020-24 Bond Street Improvements			17,202.01		
	Department Total: Ord. 2020-24 Bond Street Improvements			17,202.01		
	CAFR Total:			56,010.01		
	Fund Total: PARKING CAPITAL			56,010.01		
	Year Total:			99,423.36		
Fund: GRANT FUND BUDGET:						
G-02-43-907-019-200	Mental Health Grant					
HOMDRU HOME DRUG PHARMACY		19-03515	Medication for Clients 2019-20	49.36	0.00	B
	Extd Total:			49.36		
	Department Total:			49.36		
G-02-43-913-019-200	Hazardous Discharge Remediation Grant					
TMASSO T & M ASSOCIATES		21-03324	LAF 415683 Fire House	1,269.75	0.00	
	Extd Total:			1,269.75		
	Department Total:			1,269.75		
Department: B.A.N's						
G-02-43-925-019-200	Justice Assistance Grant					
CITLON CITY OF LONG BRANCH		20-02617	2019 Just. Assit. Grant Share	9,752.00	0.00	
	Extd Total:			9,752.00		
	Department Total: B.A.N's			9,752.00		
G-02-43-944-021-200	American Rescue Plan Funds					
CITY CITY OF ASBURY PARK		21-03374	ARP funds for sewer repairs	86,372.62	0.00	
	Extd Total:			86,372.62		
	Department Total:			86,372.62		
	CAFR Total:			97,443.73		
	Fund Total: GRANT FUND BUDGET:			97,443.73		
	Year Total:			97,443.73		
Fund: ANIMAL CONTROL FUND BUDGET:						
T-12-56-850-000-801	Reserve for Animal Control					
NJDEPH NJ DEPT.HEALTH/SNR.SERV.		21-03356	Dog License Report Nov. 2021	11.40	0.00	
	Extd Total:			11.40		
	Department Total:			11.40		
	CAFR Total:			11.40		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			11.40		

Attachment: Bill List 12-22-21 (2021-527 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2018 CDBG B18MC340100 CFDA 14.218					
T-17-75-850-850-006	Rehabilitation Program					
COAHAB	COASTAL HABITAT FOR HUMANITY	21-03031	Serv. for Home Repair Program	25,000.00	0.00	
	Extd Total: 2018 CDBG B18MC340100 CFDA 14.218			25,000.00		
	Department Total:			25,000.00		
	CAFR Total:			25,000.00		
Extd:	2019 CDBG B19-MC340100 CFDA 14.218					
T-17-76-850-850-009	2019 Community Facility Improve.					
BOYGIR	BOYS & GIRLS CLUB OF MONMOUTH	21-03179	Rehab for Boys & Girls Club	1,906.67	0.00	
	Extd Total: 2019 CDBG B19-MC340100 CFDA 14.218			1,906.67		
	Department Total:			1,906.67		
	CAFR Total:			1,906.67		
Extd:	2020 CDBG B20MC340100 CFDA 14.218					
T-17-78-850-850-001	2020 Administration					
WBMASON	W.B.MASON CO., INC.	21-03268	Desk Calendars	8.67	0.00	
	Extd Total: 2020 CDBG B20MC340100 CFDA 14.218			8.67		
	Department Total:			8.67		
	CAFR Total:			8.67		
Extd:	2021 CDBG B21MC340100 CFDA 14.218					
T-17-80-850-850-003	Community Events					
AMAZO005	AMAZON.COM SERVICES	21-03188	Springwood Park Tree Lighting	217.31	0.00	
KARBRI	KAREEM BRINSON	21-03216	DJ for Tree Lighting Event	150.00	0.00	
				367.31		
	Extd Total: 2021 CDBG B21MC340100 CFDA 14.218			367.31		
	Department Total:			367.31		
	CAFR Total:			367.31		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			27,282.65		
Fund:	TRUST OTHER					
T-20-56-850-935-314	AT&T TOWER(NEWARK BLDG.& CONSULTING,LLC)					
ANSZAR	ANSELL,GRIMM & AARON, P.C.	21-03387	Pedal Boat Concessions	128.00	0.00	
	Extd Total:			128.00		
	Department Total:			128.00		
	CAFR Total:			128.00		
	Fund Total: TRUST OTHER			128.00		

Attachment: Bill List 12-22-21 (2021-527 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: PLANNING & ZONING ESCROW FUND BUDGET:						
CAFR: PLANNING & ZONING ESCROW FUND BUDGET:						
Department: PERS						
T-21-00-471-000-299	ASBURY PARK BEACH CLUB(ASBURY PARTNERS)					
INSENG	INSITE ENGINEERING, LLC	21-03215	INSITE PB/ZB Invoices 11/21	627.50	0.00	
	Extd Total:			627.50		
	Department Total: PERS			627.50		
T-21-00-473-000-299	1156 SPRINGWOOD-INSPECTIONS(INTERFAITH)					
INSENG	INSITE ENGINEERING, LLC	21-03134	Insite PB/ZB Invoices 10/21	610.00	0.00	
	Extd Total:			610.00		
	Department Total:			610.00		
T-21-00-498-000-299	704 4TH AVE(13 GRAND POINT WAY, LLC)					
INSENG	INSITE ENGINEERING, LLC	21-03220	Insite PB/Zb outstndg Invoices	1,001.65	0.00	
	Extd Total:			1,001.65		
	Department Total:			1,001.65		
T-21-00-504-000-299	722-724 COOKMAN(INSPECTION)(C&C COOKMAN)					
INSENG	INSITE ENGINEERING, LLC	21-03215	INSITE PB/ZB Invoices 11/21	202.50	0.00	
	Extd Total:			202.50		
	Department Total:			202.50		
Department: CAP. IMP. FUND						
T-21-00-511-000-299	1405 4TH AVENUE(1405 4TH,LLC)					
CLACAN	CLARKE CATON HINTZ PC	21-03219	CCH PB/Zb outstandg invoices	385.00	0.00	
INSENG	INSITE ENGINEERING, LLC	21-03220	Insite PB/Zb outstndg Invoices	430.00	0.00	
				815.00		
	Extd Total:			815.00		
	Department Total: CAP. IMP. FUND			815.00		
Department: CAPITAL OUTLAY						
T-21-00-512-000-299	407 SEWALL(INSPECTIONS)(407 SEWALL,LLC)					
INSENG	INSITE ENGINEERING, LLC	21-03134	Insite PB/ZB Invoices 10/21	405.00	0.00	
	Extd Total:			405.00		
	Department Total: CAPITAL OUTLAY			405.00		
T-21-00-513-000-299	814 MAIN STREET(AP SHORE HOLDINGS, LLC)					
INSENG	INSITE ENGINEERING, LLC	21-03215	INSITE PB/ZB Invoices 11/21	375.00	0.00	
	Extd Total:			375.00		
	Department Total:			375.00		

Attachment: Bill List 12-22-21 (2021-527 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-518-000-299	AP TRIANGLE-INSPECTION(ASBURY PRT/iStar)					
INSENG	INSITE ENGINEERING, LLC	21-03134	Insite PB/ZB Invoices 10/21	1,530.00	0.00	
INSENG	INSITE ENGINEERING, LLC	21-03215	INSITE PB/ZB Invoices 11/21	<u>2,209.64</u>	0.00	
				3,739.64		
	Extd Total:			3,739.64		
	Department Total:			3,739.64		
T-21-00-524-000-299	BLOCK 4001(AP BLOCK 4001 VENTURE, LLC)					
INSENG	INSITE ENGINEERING, LLC	21-03134	Insite PB/ZB Invoices 10/21	1,565.00	0.00	
	Extd Total:			1,565.00		
	Department Total:			1,565.00		
T-21-00-529-000-299	1207 PINE STREET(3 SUNSET DRIVE, LLC)					
CLACAN	CLARKE CATON HINTZ PC	21-03219	CCH PB/Zb outstandg invoices	1,352.88	0.00	
	Extd Total:			1,352.88		
	Department Total:			1,352.88		
T-21-00-530-000-299	302 ATKINS AVE(INTERFAITH NEIGHBORS,INC)					
INSENG	INSITE ENGINEERING, LLC	21-03134	Insite PB/ZB Invoices 10/21	2,293.40	0.00	
INSENG	INSITE ENGINEERING, LLC	21-03215	INSITE PB/ZB Invoices 11/21	<u>260.00</u>	0.00	
				2,553.40		
	Extd Total:			2,553.40		
	Department Total:			2,553.40		
T-21-00-534-000-299	1317-1319 SPRINGWOOD(BROTHER INTHE BLUE)					
INSENG	INSITE ENGINEERING, LLC	21-03134	Insite PB/ZB Invoices 10/21	2,141.80	0.00	
	Extd Total:			2,141.80		
	Department Total:			2,141.80		
T-21-00-535-000-299	704 4TH AVE(INS.P.FEE)(13 GRAND POINT WY)					
INSENG	INSITE ENGINEERING, LLC	21-03134	Insite PB/ZB Invoices 10/21	337.50	0.00	
INSENG	INSITE ENGINEERING, LLC	21-03215	INSITE PB/ZB Invoices 11/21	135.00	0.00	
INSENG	INSITE ENGINEERING, LLC	21-03220	Insite PB/Zb outstdng Invoices	<u>83.79</u>	0.00	
				556.29		
	Extd Total:			556.29		
	Department Total:			556.29		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			15,945.66		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			15,945.66		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-842	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC)					
ACAFGI	ACACIA FINANCIAL GROUP, INC.	21-03233	Block 4001 Consulting	3,268.75	0.00	

Attachment: Bill List 12-22-21 (2021-527 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-48-56-850-000-842	iSTAR-BLK 4001(AP BLK 4001 VENTURE, LLC) Continued					
TMASSO T & M ASSOCIATES		21-03325	LAF415693 AP Block 4001	2,149.75	0.00	
				5,418.50		
	Extd Total:			5,418.50		
	Department Total:			5,418.50		
	CAFR Total:			5,418.50		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			5,418.50		
Fund: CITY OF ASBURY PARK CONCESSIONS ESCROW						
T-49-56-850-000-801	SURF LESSONS CONC.(SUMMERTIMESURF,LLC)					
ANSZAR ANSELL,GRIMM & AARON, P.C.		21-03387	Pedal Boat Concessions	48.00	0.00	
T-49-56-850-000-802	UMBRELLAS&BEACH CHAIRS CONC.(PIMCO,LLC)					
ANSZAR ANSELL,GRIMM & AARON, P.C.		21-03387	Pedal Boat Concessions	16.00	0.00	
T-49-56-850-000-803	AP PEDAL BOATS(SUNSHINE PRODUCTIONS,LLC)					
ANSZAR ANSELL,GRIMM & AARON, P.C.		21-03387	Pedal Boat Concessions	80.00	0.00	
	Extd Total:			144.00		
	Department Total:			144.00		
	CAFR Total:			144.00		
	Fund Total: CITY OF ASBURY PARK CONCESSIONS ESCROW			144.00		
	Year Total:			48,930.21		
Total Charged Lines: 418 Total List Amount: 1,183,604.90 Total Void Amount: 0.00						

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT	0-01	1,638.10	0.00	0.00	1,638.10
TRANSPORTATION UTILITY: BUDGET:	0-06	<u>225.00</u>	<u>0.00</u>	<u>0.00</u>	<u>225.00</u>
Year Total:		1,863.10	0.00	0.00	1,863.10
CURRENT	1-01	861,629.36	0.00	0.00	861,629.36
BEACH	1-05	10,007.41	0.00	0.00	10,007.41
TRANSPORTATION UTILITY: BUDGET:	1-06	55,639.33	0.00	0.00	55,639.33
SEWER UTILITY: BUDGET:	1-07	<u>8,668.40</u>	<u>0.00</u>	<u>0.00</u>	<u>8,668.40</u>
Year Total:		935,944.50	0.00	0.00	935,944.50
GENERAL CAPITAL FUND BUDGET:	C-04	26,265.35	0.00	0.00	26,265.35
SEWER CAPITAL FUND BUDGET:	C-08	17,148.00	0.00	0.00	17,148.00
PARKING CAPITAL	C-09	<u>56,010.01</u>	<u>0.00</u>	<u>0.00</u>	<u>56,010.01</u>
Year Total:		99,423.36	0.00	0.00	99,423.36
GRANT FUND BUDGET:	G-02	97,443.73	0.00	0.00	97,443.73
ANIMAL CONTROL FUND BUDGET:	T-12	11.40	0.00	0.00	11.40
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	27,282.65	0.00	0.00	27,282.65
TRUST OTHER	T-20	128.00	0.00	0.00	128.00
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	15,945.66	0.00	0.00	15,945.66
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	5,418.50	0.00	0.00	5,418.50
CITY OF ASBURY PARK CONCESSIONS ESCRO	T-49	<u>144.00</u>	<u>0.00</u>	<u>0.00</u>	<u>144.00</u>
Year Total:		48,930.21	0.00	0.00	48,930.21
Total of All Funds:		<u>1,183,604.90</u>	<u>0.00</u>	<u>0.00</u>	<u>1,183,604.90</u>

December 22, 2021 Council Meeting

Balance Brought Forward from Total List Amount	\$	1,183,604.90
Postmaster (21-03303)	\$	265.00
CMRS-FP (Postage 21-03327)	\$	2,500.00

	\$	1,186,369.90
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Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-528

WHEREAS, N.J.S.A. 40:67-23.2, *et seq.*, as amended (hereinafter referred to as the “Act”), requires every municipality to provide certain services to “qualified private communities,” as defined in the Act, when such services are provided to other residents of the municipality, or to provide monetary reimbursements for such services, as more specifically described in the Act



RESOLUTION NO. 2021-528

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

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS TO PROVIDE MUNICIPAL SERVICES (OR REIMBURSEMENT PAYMENTS THEREFOR) TO ELIGIBLE QUALIFIED PRIVATE COMMUNITIES.

WHEREAS, N.J.S.A. 40:67-23.2, *et seq.*, as amended (hereinafter referred to as the “Act”), requires every municipality to provide certain services to “qualified private communities,” as defined in the Act, when such services are provided to other residents of the municipality, or to provide monetary reimbursements for such services, as more specifically described in the Act; and

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) have approved a form Agreement to provide such services, or monetary reimbursements therefor, to eligible qualified private communities within the City, a copy of which is attached hereto.

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

1. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement, or one which is substantially similar thereto and is in a form that is satisfactory to the City Attorney, relating to the provision of certain municipal services, or monetary reimbursements therefor, to eligible qualified private communities within the City, as defined in the Act.
2. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Donna M. Vieiro, City Manager;
 - b. JoAnn Boos, CFO;
 - c. Erick Aguiar, Financial Analyst; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-528 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS 23rd DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-529

WHEREAS, N.J.S.A 40:66-1.2, *et seq.*, as amended (hereinafter referred to as the “Act”), provides in pertinent part that multi-family dwellings, as defined in the Act, are entitled to receive certain municipal services when such services are provided to other residents of the municipality,



RESOLUTION NO. 2021-529

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

A RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENTS TO PROVIDE MUNICIPAL SERVICES (OR REIMBURSEMENT PAYMENTS THEREFOR) TO ELIGIBLE MULTI-FAMILY DWELLINGS.

WHEREAS, N.J.S.A 40:66-1.2, *et seq.*, as amended (hereinafter referred to as the “Act”), provides in pertinent part that multi-family dwellings, as defined in the Act, are entitled to receive certain municipal services when such services are provided to other residents of the municipality, or to receive monetary reimbursements for such services, as more specifically described in the Act; and

WHEREAS, the Mayor and Council of the City of Asbury Park (the “City”) have approved a form Agreement to provide such services, or monetary reimbursements therefor, to eligible multi-family dwellings within the City, a copy of which is attached hereto.

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

1. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Agreement, or one which is substantially similar thereto and is in a form that is satisfactory to the City Attorney, relating to the provision of certain municipal services, or monetary reimbursements therefor, to eligible multi-family dwellings within the City, as defined in the Act.
2. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Donna M. Vieiro, City Manager;
 - b. JoAnn Boos, CFO;
 - c. Erick Aguiar, Financial Analyst; and
 - d. Frederick C. Raffetto, Esq., Municipal Attorney.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-529 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS 23rd DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-530

Resolution authorizing a contract to MTB, LLC for repairs needed at the Fire Department in the amount of \$16,320.00 in accordance with the findings from Department of Labor. Second quote received from Iacono Contracting = \$18,500.00



RESOLUTION NO. 2021-530

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

RESOLUTION AUTHORIZING REPAIRS NEEDED AT THE FIRE DEPARTMENT

WHEREAS, the City has a need to make repairs at the Fire Department in accordance with the findings from the Department of Labor; and

WHEREAS, the City has solicited and obtained two quotes from MTB, LLC and Iacono Contracting; and

WHEREAS, the City of Asbury Park is desirous of awarding MTB, LLC a contract for repairs needed at the Fire Department in the amount of \$16,320.00; and

WHEREAS, the proposal is attached to this Resolution; and

WHEREAS, the CFO has certified that funds are available in the in the following account 1-01-55-001-000-026. The maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Asbury Park, County of Monmouth and State of New Jersey authorize a contract with MTB, LLC for repairs needed at the Fire Department in the amount of \$16,320.00; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to fully execute a contract and other required documents; and

BE IT FURTHER RESOLVED that the City Clerk shall provide a certified copy of this Resolution to the City Manager, CFO, Director of Purchasing and Chief of Fire.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-530 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS 22nd DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK



100 Steiner Avenue, Neptune City, New Jersey 07753

Phone: 732.774.1806

Fax: 732.774.6264

December 10, 2021

City of Asbury Park

9 Main Street

Asbury Park, NJ 07712

Attn: Robert Bianchini, CET, CPWM

Re: Repairs to Bearing Walls
Asbury Park Headquarters
800 Main St., Asbury Park

Dear Mr. Bianchini,

Pursuant to your request and our subsequent site meeting, MTB proposes to complete all work as outlined in DESIMONE CONSULTING ENGINEERS Observations, Items 4.1, 4.2 and 4.3 (attached).

- At the passageway nearest to Main Street the work will include the removal of the deteriorated plaster above the passageway on the north side (approx. 50sf). Cut and repoint the existing brick mortar joints as required, replaster the repaired brick area with a scratch (base) coat, finish coat and paint.
- At the passageway furthest from Main Street the work will include the cutting of the wall above the existing electrical conduit on both sides and the installation of 2, eight (8') pre-punched 4" x 4" x 3/8" angles. The 2 angles will be bolted together using 1/2" galvanized threaded rod. Below the angles 3/8" x 6" x ~8' pre-punched flat steel legs will be through-bolted then welded to the angles. The brick cracks on the south side of the wall will be cut and pointed. The plaster on the north side of the wall will be cut and re-plastered. Both sides will be painted at the areas of repairs.

TOTAL including all labor, materials and equipment: \$16,320.00

MTB will be responsible for the collection and proper disposal of any and all debris created by and in the execution of its work. MTB will protect all adjacent work to remain. A sample copy of MTB's insurance certificate to be provided upon request.

Building Permit, if required, to be completed and submitted by MTB. Any/all permit costs/fees to be paid by owner.

Respectfully submitted,
MTB, LLC

Theodore A. Lozoya
Project Manager

Attachment: MTB FIRE HOUSE REPAIRS (2021-530 : Resolution authorizing a contract for repairs needed at the Fire Department)

DESIMONE

Citation 1 Item 5:

N.J.S.A 34:6A-33(a): The employer did not provide each of his employees with employment and a place of employment which are free from recognized hazards which may cause serious injury, physical harm or death to his employees.

LOC:

- A) Aerial Truck Storage Bay, South Wall, West Area, Corner Door Opening
- B) Ambulance Storage Bays, North West Wall, Corner Door Opening
- C) Ambulance Bay, North Wall, Hose Tower
- D) Truck Bays, West, Brick Bearing Wall
- E) Truck Bays, North, Brick Bearing wall
- F) Black Metal Steps with Brass Railings, Leading to second floor
- G) First Floor Bathroom, White Tile Wall and Tile Floor

"A) – E): On June 27, 2006 a letter was issued by French and Parelo Associates, P.A., Consulting Engineers to the Office of Public Employees' Occupational Safety & Health (PEOSH), in response to Citation 1 Item 3 Locations a) through i) from issued Order to Comply C 67-03-022. The letter stated that these areas would be structurally monitored. At the time of the inspection, it could not be confirmed if structural monitoring had been performed."

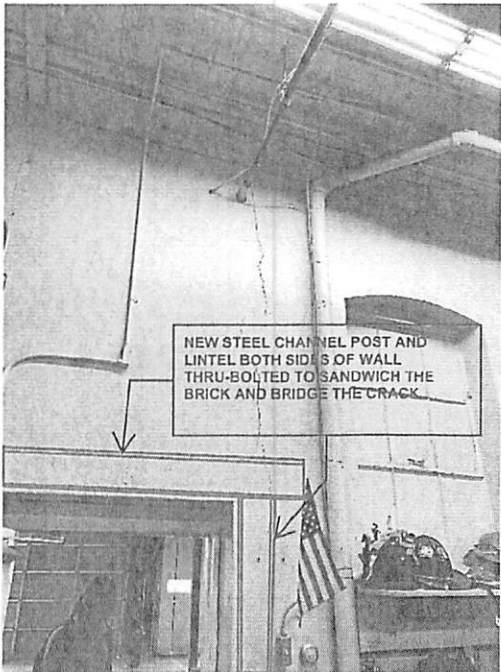
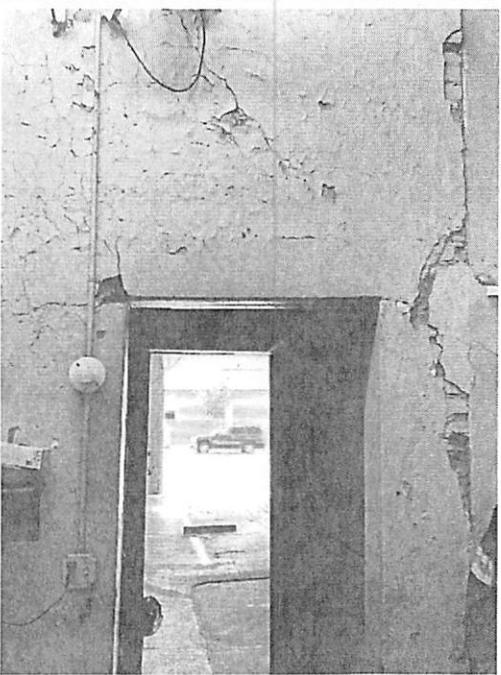
"F): At the time of the inspection, approximately eight (8) risers, of the black metal steps at the location above, had visible corrosion."

"G): At the time of the inspection a significant crack, at its widest approximately three quarters of an inch, was observed in the white tile wall at the location above. Cracks in the floor were also observed at this location."

DCE 8/31/2021 OBSERVATIONS:

4.1	 NEW STEEL CHANNEL POST AND LINTEL BOTH SIDES OF WALL THRU-BOLTED TO SANDWICH THE BRICK AND BRIDGE THE CRACK	<u>Location:</u> Ground floor masonry bearing wall dividing the interior space <u>Description:</u> Cracks above the door transmit through the full width of the masonry bearing wall and extend from the ceiling to the door jamb. <u>Recommendations:</u> Structural reinforcing of the masonry between the existing window and door is recommended to allay any concerns with the propagation of the crack through the door jamb. See photo for suggested repair.
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DESIMONE

4.2	 NEW STEEL CHANNEL POST AND LINTEL BOTH SIDES OF WALL THRU-BOLTED TO SANDWICH THE BRICK AND BRIDGE THE CRACK	<u>Location:</u> Ground floor masonry bearing wall dividing the interior space (opposite face of photo 1.4) <u>Description:</u> Cracks above the door transmit through the full width of the masonry bearing wall and extend from the ceiling to the door jamb. <u>Recommendations:</u> Structural reinforcing of the masonry between the existing window and door is recommended to allay any concerns with the propagation of the crack through the door jamb. See photo for suggested repair.
4.3		<u>Location:</u> Ground floor masonry bearing wall dividing the interior space <u>Description:</u> Cracks were observed at the plaster finish and the steel lintel above the doorway was exposed and exhibited minor corrosion. <u>Recommendations:</u> Immediate repair is not required to maintain the building structural integrity. However, as a long-term solution the plaster could be chipped out to investigate the presence of cracks in the brick and repoint as required.



Proposal

Lic # 13VH10511700
100 Steiner Ave. Unit A
Neptune City, NJ 07753
828-832-6033

December 14th, 2021

To: Robert Bianchini
City of Asbury Park

For: Asbury Park Firehouse

SCOPE OF WORK TO BE PERFORMD:

IACONO CONTRACTING will complete all work per Architects 8/31/2021 OBSERVATIONS at the ground floor masonry bearing walls. Work to be completed per the Architects Recommendations for Items 4.1, 4.2 and 4.3.

TOTAL COST: \$18,500

EXCLUSIONS:

Building Permits
Work Not Specifically Detailed

Respectfully,

Nicholas Iacono
President



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-531

Resolution awarding a contract to Millennium Communications Group for camera repairs at Washington & Jersey Avenue, Springwood & Dewitt Avenue and Boston Way totaling \$9,035.00 utilizing IT & Police funds under NJ State Contract pricing.



RESOLUTION NO. 2021-531

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

RESOLUTION AWARDING OF A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP FOR CAMERA REPAIRS AT VARIOUS LOCATION CITYWIDE

WHEREAS, the City of Asbury Park received pricing from Millennium Communications Group for camera repairs at Washington & Jersey Avenues, Springwood & Dewitt Avenues and Boston Way; and

WHEREAS, price of the project is \$9,035.00 and is attached to this Resolution; and

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

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

WHEREAS, the Chief Financial Officer has certified that funds are available in account # 1-01-20-140-000-223 and 1-01-25-240-000-216 of the official budget to which the contract will be officially charged; and the maximum dollar value of the pending contract is as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the award of a contract to Millennium Communications in the amount of \$9,035.00 for camera repairs at various locations Citywide..

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-531 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS 22nd DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK



*One Point of Contact.
Endless Possibilities.*

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06

December 7th, 2021

Asbury Park Police Department
One Municipal Plaza
Asbury Park, NJ 07712
Attn: Kirby Vargas

Thank you for allowing Millennium Communications Group (MCG) the opportunity to address your requirements. We propose to provide Engineering & Design Services as well as all labor and materials required to complete the following. All work will be performed under the NJ State Contracts #T2989 & #88740.

Multi Site Camera Location Repairs

Washington Ave & Jersey Ave

- Furnish & Install (1) Etherwan EX78900 Series Hardened Managed 12 to 16 port Gigabit Switch (8 PoE), PoE power budget up to 60W/port (Ultra PoE), total 240W
- Switch Configuration

Springwood Ave. & Dewitt Ave.

- Furnish & Install (1) New Power Supply

Boston Way 03

- Furnish & Install new AC / Battery Breakers

Project Total: \$9,035.00

Sincerely,
Keith P. Burkhard
Manager, Security & Surveillance



*One Point of Contact.
Endless Possibilities.*

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06

Standard Terms & Conditions

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

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

Unless otherwise agreed to in writing, Buyer shall pay for the services rendered within thirty (30) days of the date of invoice. In the event

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

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

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

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

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

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

Cancelled orders will incur a 30% restocking charge.

Equipment identified as custom order is not returnable and must be paid for in full

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

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

Changes to this contract shall not affect above payment schedule.

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

MCG technicians will ONLY be authorized to perform work that is specifically listed in the above scope of work. ANY additional work will be done by executing a CHANGE ORDER.

The capabilities of the system proposed are complete as defined herein. Any prior oral or written representations outside the body of this proposal are excluded.



One Point of Contact.
Endless Possibilities.

SPIN #143007785
Federal GSA #GS-35F-0220R
NJ WSCA 87720 / 75580
HCESC TEC #06
NJ State Contract / #T2989 / #88740
Hunterdon County HCESC TEC #06

Customer Acceptance

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

Please include a copy of you ST-4 Tax Form

Signature	Print Name	Title	Date
-----------	------------	-------	------

Please fax to (973) 503- 0111.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-532

Resolution authorizing the amendment of repairs to the 2018 Ford Explorer Police Interceptor Vehicle #49. Resolution #2021-402 was approved for these repairs in the amount of \$15,349.66 of which PMA has reimbursed the City \$14,724.66. The final Maaco invoice is for \$16,868.28, an increase in the amount of \$1,518.62.



RESOLUTION NO. 2021-532

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

RESOLUTION AUTHORIZING THE AMENDMENT OF REPAIRS TO THE 2018 FORD EXPLORER POLICE INTERCEPTOR VEHICLE

WHEREAS, the City of Asbury Park adopted Resolution #2021-402 on September 8, 2021 for repairs to the 2018 Ford Explorer Police Interceptor Vehicle #49 from Maaco Collision Repair & Auto Painting totaling \$15,349.66; and

WHEREAS, the City of Asbury Park received the final invoice from Maaco Collision Repair & Auto Painting totaling \$16,868.28, of which PMA has covered \$14,724.66; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-01-26-290-000-203. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the amendment of a contract to Maaco Collision Repair & Auto Painting in the amount of \$16,868.28 for repairs to the 2018 Ford Explorer Police Interceptor Vehicle #49 and a copy of this Resolution shall be provided to the Chief of Police, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-532 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS 22nd DAY OF December, 2021.

**MELODY HARTSGROVE
CITY CLERK**

Ordered	Received	Completed

City of Asbury Park

18 FORD EXPLORER SHADOW BLACK

4874
SPO

Estimator: Ali Sheikh

Body Tech:

Paint Tech:

Estimated: 09/21/2021

Date In: 09/22/2021

Date Out: 10/05/2021 Estimate #: 67342-6

Delivered: 10/20/2021



#MAACOVER www.maaco.com

LIC # 00955A

Store # m2040

1101 State Route 33

Neptune, NJ 07753

Phone # (732) 774-5771

Fax # (732) 774-5735

City of Asbury Park,

Phone 1

Phone 2

Phone 3

Email na

18 Ford Explorer Police Intercptr 4 D

Lic:

VIN: 1FM5K8AR4JGB93541

Color: Shadow Blac

Mileage In:

Paint Code : PNZAT, 000E6

FINANCE
DEC 14 2021 PM 1:49

Final Invoice

Maaco Collision Repair & Auto Painting Centers are Licensed by Maaco Franchising, Inc, and are privately owned and operated

Operation	Description	Type	Part #	Amount	Labor Units	Spot Refinish	(
Repair	Unibody-Frame Incl Setup				14.00 FL		910.0
Note: Set up and Pull							
Remove/Install	Frt Bumper Cvr Overhau				3.70 BL		192.4
Blend	Cvr,Front Bumper Up					2.10	109.4
Remove/Replace	Fender,Front LT	New	FB5Z16006A	NP 277.88	2.20 BL		114.4
Note: KEYSTONE USAA (855) 375-4325							
Refinish	Fender,Front LT					3.50	182.0
Remove/Replace	Flare,Wheel Opening LT	New	FB5Z16039AB	NP 91.63	Incl.		
Additional Labor	Scan,Pre-Repair	Other	ADDTL LABOR	NP 100.00			
Additional Labor	Scan,Post-Repair	Other	ADDTL LABOR	NP 100.00			
Remove/Replace	Wheel,Front LT	New	BB5Z1015A	NP 107.05	0.30 BL		15.6
Remove/Replace	Wheel,Rear LT	New	BB5Z1015A	NP 107.05	0.40 BL		20.8
Remove/Replace	Hub,Front Wheel LT	New	BB5Z1104A	NP 245.45	Incl.		
Remove/Replace	Disc,Front Brake LT	New	GG1Z1125A	NP 147.00	Incl.		
Remove/Replace	Caliper,Brake Disc LT	New	DG1Z2B121E	NP 175.64	0.50 ML		47.5
Additional Labor	Susp Align,4 Wheel				1.00 SBL		95.0
Remove/Replace	Knuckle,Steering L/F	New	BB5Z3K186A	NP 229.90	2.80 ML		266.0
Remove/Replace	Arm,Lower Control L/F	New	GB5Z3079J	NP 334.00	0.50 ML		47.5
Remove/Replace	Strut Assembly,Front LT	New	DB5Z18124X	NP 176.67	0.90 ML		85.5
Remove/Replace	Carrier,Brk Disc Calip LT	New	DG1Z2B292A	NP 140.55	Incl.		
Remove/Replace	Shaft Assembly,Axle L/F	New	FB5Z3B437B	NP 267.16	0.80 ML		76.0
Remove/Replace	End,Tie Rod Outer L/F	New	BB5Z3A130B	NP 118.91	0.10 ML		9.5
Remove/Replace	End,Tie Rod Inner L/F	New	BB5Z3280A	NP 90.17	1.00 ML		95.0
Remove/Replace	Module,Airbag Control	New	HB5Z14B321A	NP 439.47	1.10 ML		104.5
Remove/Replace	Airbag,Roof LT	New	DB5Z78042D95A	NP 596.38	1.00 ML		95.0
Remove/Replace	Airbag,Roof RT	New	DB5Z78042D94A	NP 530.18	1.00 ML		95.0
Remove/Replace	Airbag,Front Seat LT	New	BG1Z54611D11A	NP 267.68	Incl.		
Remove/Replace	Airbag,Front Seat RT	New	BG1Z54611D10A	NP 267.22	Incl.		
Remove/Replace	Pretensioner,Frt Seatb LT	New	FB5Z78610E45A	NP 97.68	Incl.		
Remove/Replace	Pretensioner,Frt Seatb RT	New	FB5Z78610E44A	NP 97.78	Incl.		
Remove/Replace	Seatbelt,Front LT	New	BB5Z78611B09AA	NP 192.78	0.30 BL		15.6
Remove/Replace	Seatbelt,Front RT	New	BB5Z78611B08AA	NP 230.55	0.30 BL		15.6
Repair	Reinf,Rocker Panel LT				10.00 BL		520.0
Refinish	Reinf,Rocker Panel LT					1.20	62.4

Date: 12/10/2021

Time: 2:36 PM

Page 1 of 2



Final Invoice

4 3.D.7.a

Remove/Replace	Airbag Sensor,Seat Tra LT	New	FL3Z14B416A	NP	22.75	Incl.	
Remove/Replace	Airbag Sensor,Seat Tra RT	New	FL3Z14B416B	NP	22.47	Incl.	
Remove/Replace	Cover,Seat Cushion LT	New	DB5Z7864417AC	NP	268.90	2.50 BL	130.0
Remove/Replace	Cover,Seat Cushion RT	New	BB5Z7864416AA	NP	219.97	2.30 BL	119.6
Remove/Replace	Door Shell,Front LT	New	JB5Z7820125B	NP	1652.28	5.40 BL	280.8
Refinish	Door Shell,Front LT						4.20 218.4
Remove/Replace	Mldg,Front Door Lower LT	New	FB5Z7820879AB	NP	219.15	0.60 BL	31.2
Remove/Replace	Airbag Sensor,Frt Door LT	New	GN1Z14B345A	NP	39.18	Incl.	
Remove/Replace	Door Shell,Rear LT	New	FB5Z7824631A	NP	1524.49	5.60 BL	291.2
Refinish	Door Shell,Rear LT						3.80 197.6
Remove/Replace	Mldg,Rear Door Lower LT	New	FB5Z7825557CA	NP	172.52	0.60 BL	31.2
Repair	Panel,Quarter LT					3.50 BL	182.0
Remove/Replace	Flare,Wheel Opening LT	New	FB5Z7829165AA	NP	95.28	0.30 BL	15.6
Additional Labor	Vehicle Disinfecting	Other	Other	NP	25.00		1.00 52.0
Remove/Replace	Assurance MaxLife LF	AfterMarket	AfterMarket	NP	400.00		
Note: GOODYEAR 225/65R17 110517545 VSB 820 0 102H							
Remove/Replace	Assurance MaxLife LR	AfterMarket	AfterMarket	NP	400.00		
Note: GOODYEAR 225/65R17 110517545 VSB 820 0 102H							
Additional Labor	Mount and Balance Tire	Other	Other	NP	50.00		
Note: Sublet							
Remove/Replace	Body Materials	AfterMarket	AfterMarket	BM	350.00		
Remove/Replace	Bolts	New	New	NP	25.29		
	Paint Materials			PM	588.20		
Repair	Add for Cage					3.00 BL	156.0
REPLACE	Left Door Handle Reinforcement	New	BT4Z7826685A	TP	42.45	0.80 BL	41.6
	Base						
Blend	Hood						1.20 62.4
Repair	Alignment and Airbag Program					1.00 SBL	337.4
Note: Sublet at Seabreeze Ford							
	Other Adjustment			ADJ	-0.01		

Remarks

A 3.5% SVC fee will be added to all card payments

No other Body Work Wanted Sand/Seal
 Minor Imperfections will Show
 No Guarantee on Rust

Trim Removal provides Maaco's Limited Lifetime Warranty
 Any areas masked off are covered by a Maaco Prorated warranty
 1 Year Full
 2 Year prorated

Item	Description	Code	Qty	Each	Retail
Paint	Refinish Labor	RL	17.00	52.00	884.00
Supplies-Paint	Paint Materials	PM			588.20
Supplies-Body Shop	Body Materials	BM			350.00
Body Shop	Body Labor	BL	41.80	52.00	2173.60
	Mechanical Labor	ML	9.70	95.00	921.50
	Frame Labor	FL	14.00	65.00	910.00
Parts	Taxable Part	TP			42.45
	NonTaxable Part	NP			10566.06
Sublet	Sublet Labor	SBL	2.00	216.24	432.48
Miscellaneous	Workorder Adjustment	ADJ			-0.01
Subtotal					16,868.28
Sales Tax					\$0.00
Grand Total					\$16868.28

Date: 12/10/2021

Time: 2:36 PM

Page 2 of 2



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-533

Resolution authorizing the purchase of uniforms for six new Police Officers utilizing Police Clothing Allowance and six Class II Police Uniforms utilizing Waterfront Redevelopment Grant Funds. Quotes were solicited from Lanigans totaling \$12,000 and American Uniforms totaling \$13,773.60.



RESOLUTION NO. 2021-533

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

RESOLUTION AUTHORIZING THE PURCHASE OF UNIFORMS FOR THE POLICE DEPARTMENT

WHEREAS, the City has a need to purchase uniforms for the six new Police Officers and six Class II Police Officers; and

WHEREAS, the City has solicited and obtained two quotes from Lanigans Associates, Inc. and American Uniform & Supply; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for this purchase to Lanigans Associates, Inc. in an amount of \$12,000.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts:

- G-02-43-948-021-200 - \$3,000.00
- 1-01-25-240-000-207 - \$9,000.00

The maximum dollar value of the pending contract is as set forth in the resolution.

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase as outlined in this Resolution for a total amount of \$12,000.00 to Lanigans Associates, Inc.

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-533 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS 22nd DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK POLICE
 J. FIORI
 ACADEMY/INIT ISSUE JAN 2022 REG OFFICER

DESCRIPTION	QTY	UNIT	TOTAL
LS POLO w PATCHES/VELCO/EMBROIDERY	3	62.50	187.50
BDU PANTS w SEWN CREASES	3	65.00	195.00
T-SHIRT w NAME	3	19.00	57.00
GYM SHORTS w NAME	3	19.00	57.00
SWEATSHIRT w NAME	2	24.00	48.00
SWEATPANTS w NAME	2	24.00	48.00
HOODED SWEATSHIRT w NAME	2	29.00	58.00
FIELD JACKET w PATCHES, EMBR NAME	1	80.00	80.00
RAINCOAT	1	75.00	75.00
BOOTS - ROCKY PARATROOPER	1	145.00	145.00
GARRISON BELT - 1.75"	1	23.00	23.00
HI VIS BELT	1	13.00	13.00
BALL CAP w EMBR NAME	2	17.50	35.00
WATCH CAP w EMBR NAME	1	12.50	12.50
ACADEMY BAG w EMBR NAME	1	42.50	42.50
SHIRT STAYS	1	12.50	12.50
GLOVES - PFU 18	1	29.00	29.00
LS CLASS B SHIRT	1	63.50	63.50
TROUSERS	1	70.00	70.00
DRESS HAT - 8 POINT	1	45.00	45.00
SS CLASS B SHIRT	1	58.50	58.50
CLASS C PANTS	1	75.00	75.00
CLASS C SS SHIRT	1	70.00	70.00
GRAND TOTAL			1,500.00

Attachment: PD UNIFORM QUOTES (2021-533 : Authorizing the purchase of uniforms for the Police Department)


UNIFORM & SUPPLY

6831 US 9

HOWELL, NJ 07731

732-886-2004

email – rick@amerunif.com

 Bid
76218RS

Date: 12/2/2021

Rep.: RS

Cust ID: APPD20

Phone:

Bill To

CITY OF ASBURY PARK
 ONE MUNICIPAL PLAZA
 ASBURY PARK NJ 07712

Ship To

E-Mail:

CITY OF ASBURY PARK
 POLICE DEPARTMENT
 ATTN: REGULAR ACADEMY RECRUITS

PRODUCT ID	QUANT.	DESCRIPTION	Price	EXTENDED
K5149-XLG	3	MEN'S TACTICAL UF-X LS FRENCH BLUE POLO WITH PATCHES/VELCRO/EMBROIDERY	66.99	200.97
E7364R-38	3	REFLEX MEN'S CARGO PANT HEMMED, MILITARY CREASES AND NAMETAPE ON BACK RIGHT POCKET	105.99	317.97
G200-NAVY-XLG	3	NAVY T-SHIRT 6.1oz ULTRA COTTON® - WITH REFLECTIVE NAME FRONT AND BACK	23.99	71.97
915-NAVY-XLG	3	NAVY LONGER LENGTH JERSEY SHORT - WITH REFLECTIVE NAME ON BACK	26.99	80.97
G180-NAVY-XLG	2	NAVY 7.75oz 50/50 CREW SWEATSHIRT - WITH REFLECTIVE NAME FRONT AND BACK	31.99	63.98
G185-NAVY-XLG	2	NAVY HOODED SWEATSHIRT - WITH REFLECTIVE NAME FRONT AND BACK	36.99	73.98
G182-NAVY-XLG	2	NAVY 50/50 SWEATPANTS - WITH REFLECTIVE NAME ON BACK	27.49	54.98
8444-XLG	1	BLACK M-65 FIELD JACKET - WITH PATCHES AND EMBROIDERED NAMETAPE	118.99	118.99
2090-11.5MED	1	SIDE ZIPPER JUMP PARABOOT NO BID		
6505-1-44	1	PLAIN BLACK 1 3/4" GARRISON BELT	32.99	32.99
LR-000445	1	LIME GREEN REFLECTIVE ELASTIC BELT	13.99	13.99
6277-BLK-LX	2	BLACK BASEBALL CAP - LARGE EXTRA - WITH EMBROIDERED NAME ON BACK	18.99	37.98
1501-BLACK	1	BLACK CUFFED KNIT WATCH CAP - WITH EMBROIDERED NAME	10.00	10.00
8133-BLACK	1	BLACK CANVAS CARGO BAG - WITH EMBROIDERED NAME	51.99	51.99
A1051	1	GLOVES - PFU 18 NO BID		
9054CB	1	SHIRT GARTERS -SINGLE W/CLAW CLAMP	13.99	13.99
319N-18X37	1	FRENCH BLUE TEXTROP2™ LONG SLEEVE SHIRT WITH 2 PATCHES + 4 SILVER "NJ" BUTTONS	71.99	71.99
E8907RN-44U	1	TOP AUTHORITY + FR BLUE STRIPE - HEMMED	72.99	72.99


UNIFORM & SUPPLY

6831 US 9

HOWELL, NJ 07731

732-886-2004

email – rick@amerunif.com

Bid

76218RS

Date: 12/2/2021

Rep.: RS

Cust ID: APPD20

Phone:

Bill ToShip To

E-Mail:

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

**CITY OF ASBURY PARK
POLICE DEPARTMENT
ATTN: REGULAR ACADEMY RECRUITS**

PRODUCT ID	QUANT.	DESCRIPTION	Price	EXTENDED
8PT-XLG	1	8 PT. SHORT VISOR CAP - EXTRA LARGE	48.99	48.99
3319N-18	1	FRENCH BLUE TEXTROP2™ SHORT SLEEVE SHIRT WITH 2 PATCHES + 4 SILVER "NJ" BUTTONS	65.99	65.99
E7425R-44	1	FRENCH BLUE STRIPE NJ CARGO RIPSTOP PANTS - HEMMED	79.99	79.99
4448-XLG	1	FRENCH BLUE SHORT SLEEVE REFLEX RIPSTOP SHIRT WITH 2 PATCHES +2 NAMETAPES	83.99	83.99
LRC-48RV-C3-XLG	1	ANSI CLASS 3 48" REVERSIBLE RAINCOAT	69.99	69.99

Paid On Inv.	Subtotal	1638.68
Paid By	Total	1638.68
Bal. Due	1638.68	
CUR. BAL.:		

LANIGAN ASSOCIATES, INC

496 SHREWSBURY AVENUE
 RED BANK, NJ 07701
 732-530-0447

ASBURY PARK POLICE
 J. FIORI
 ACADEMY/INIT ISSUE JAN 2022 SLEO II

DESCRIPTION	QTY	UNIT	TOTAL
LS POLO w PATCHES/VELCO/EMBROIDERY	3	62.50	187.50
BDU PANTS w SEWN CREASES	3	65.00	195.00
LS CLASS B SHIRT	1	61.50	61.50
SS CLASS B SHIRT	1	56.00	56.00
GRAND TOTAL			500.00


UNIFORM & SUPPLY

6831 US 9

HOWELL, NJ 07731

732-886-2004

email – rick@amerunif.com

Bid

76219RS

Date: 12/2/2021

Rep.: RS

Cust ID: APPD20

Phone:

Bill To

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK NJ 07712

Ship To

E-Mail:

CITY OF ASBURY PARK
POLICE DEPARTMENT
ATTN: SLEO II ACADEMY RECRUITS

PRODUCT ID	QUANT.	DESCRIPTION	Price	EXTENDED
K5142-XLG	3	TAN MENS TACTICAL UF-X LS POLO WITH PATCHES, VELCRO AND EMBROIDERY	66.99	200.97
E7364R-44	3	REFLEX MEN'S CARGO PANT - HEMMED, MILITARY CREASES AND NAMETAPE ON BACK POCKET	105.99	317.97
319N-18X37	1	FRENCH BLUE TEXTROP2™ LONG SLEEVE SHIRT WITH APPD AND SLEO II PATCHES AND 4 "NJ" BUTTONS	71.99	71.99
3319N-18	1	FRENCH BLUE TEXTROP2™ SHORT SLEEVE SHIRT	65.99	65.99

Paid On Inv.	Subtotal	656.92
Paid By	Total	656.92
Bal. Due	656.92	
CUR. BAL.:		



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-534

Reprogramming of 2019 CDBG Funds to be used for a Food Assistance Program



RESOLUTION NO. 2021-534

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

RESOLUTION AUTHORIZING THE REPROGRAMMING OF 2019 CDBG FUNDS TO BE USED FOR A FOOD ASSISTANCE PROGRAM

WHEREAS, the Department of Community Development is proposing to amend its Fiscal Year 2019 Annual Action Plan; and

WHEREAS, HUD requires the City to submit an Annual Action Plan each year, identifying the activities it intends to undertake to address the priorities and specific objectives for housing and community development; and

WHEREAS, the City must hold a public comment period to obtain citizen input on any proposed changes in projects or funding allocations contained in the Action Plan, whenever the proposed changes meet the definition of a Substantial Amendment as outlined in the Citizen Participation Plan; and

WHEREAS, the five-day public comment period applies to CDBG/CV CARES Act projects, whereby grantees may amend Citizen Participation Plans in order to establish and implement expedited procedures with a comment period of no less than 5-days. The City didn't receive any comments from the public during this time period; and

WHEREAS, City staff has identified Community Development Block Grant (CDBG) projects and balances as being available for de-obligation and reprogramming; and

WHEREAS, a total of \$40,000 from Fiscal Year 2019, will be de-obligated and reprogrammed to fund the following project.

- Food Assistance Program

WHEREAS, the de-obligation and reprogramming of these funds is in accordance with the existing U.S. Department of Housing and Urban Development and Community Development policies; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that the de-

obligation and reprogramming of Community Development funds as set forth herein be and the same is hereby approved and authorized.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-534 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS 23rd DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-535

City of Asbury Park will donate funds to Fulfill Food Bank to be distributed to pantries and resident's of Asbury Park with CDBG/CV CARES Act funding.



RESOLUTION NO. 2021-535

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

RESOLUTION APPROVING FUNDS TO FULFILL FOOD BANK OF MONMOUTH AND OCEAN COUNTY FOR EMERGENCY FOOD ASSISTANCE FOR RESIDENTS OF ASBURY PARK WITH COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG/CV) FUNDS

WHEREAS, the City will continue its efforts by providing a food assistance program to Asbury Park residents with CDBG/CV CARES Act funding; and

WHEREAS, the City of Asbury Park has agreed to provide funds to Fulfill Food Bank of Monmouth and Ocean County for foods to be distributed to the pantries and residents of Asbury Park with Community Development Block Grant (CDBG/CV) CARES Act funding; and

WHEREAS, Fulfill Food Bank of Monmouth and Ocean County will receive funding in the amount of \$40,000 for the distribution of emergency food assistance in response to residents affected by COVID-19; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-79-850-850-003 of the official budget to which the payment will be officially charged.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$40,000 to Fulfill Food Bank of Monmouth and Ocean County for the City's Food Assistance Program.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-535 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS 23rd DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK

RESOLUTION APPROVING FUNDS TO FULFILL FOOD BANK OF MONMOUTH AND OCEAN COUNTY FOR
EMERGENCY FOOD ASSISTANCE FOR RESIDENTS OF ASBURY PARK WITH COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG/CV) FUNDS

WHEREAS, the City will continue its efforts by providing a food assistance program to Asbury Park residents with CDBG/CV CARES Act funding; and

WHEREAS, the City of Asbury Park has agreed to provide funds to Fulfill Food Bank of Monmouth and Ocean County for foods to be distributed to the pantries and residents of Asbury Park with Community Development Block Grant (CDBG/CV) CARES Act funding; and

WHEREAS, Fulfill Food Bank of Monmouth and Ocean County will receive funding in the amount of \$40,000 for the distribution of emergency food assistance in response to residents affected by COVID-19; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account T-17-79-850-850-003 of the official budget to which the payment will be officially charged.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Asbury Park, County of Monmouth, State of New Jersey that the Mayor and City Council approves the payment of \$40,000 to Fulfill Food Bank of Monmouth and Ocean County for the City's Food Assistance Program.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-536

The subordination request has been initiated by the homeowner, who intends to refinance their existing mortgage with a reverse mortgage loan. The subordination will place the RCA Program liens from 2014 and 2017 in a subordinate position (second and third, respectively) to the reverse mortgage.



RESOLUTION NO. 2021-536

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

**RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO EXECUTE A
SUBORDINATION OF MORTGAGE FOR LAURA AND JORGE BONIFAZ FOR
PROPERTY LOCATED AT 915 SUNSET AVENUE.**

WHEREAS, the City of Asbury Park, through its RCA program executed a mortgage to Laura and Jorge Bonifaz in the total amount of \$76,808, for the repairs to 915 Sunset Avenue, Asbury Park, Block 103 Lot 12, which was recorded at the Office of Monmouth County Clerk, Book OR-9284, Page 6559; and

WHEREAS, Laura and Jorge Bonifaz are requesting a Subordination of Mortgage for a refinance of the property; and

WHEREAS, Laura and Jorge Bonifaz applied for an RCA Loan in 2014 for the amount of \$25,280 and made another application in 2017 for 51,528, totaling \$76,808; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Subordination of the Mortgage by the City with respect to 915 Sunset Avenue.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-536 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS 23rd DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK

**RESOLUTION AUTHORIZING THE MAYOR AND CITY COUNCIL TO
EXECUTE A SUBORDINATION OF MORTGAGE FOR LAURA AND JORGE
BONIFAZ**

WHEREAS, the City of Asbury Park, through its RCA program executed a mortgage to Laura and Jorge Bonifaz in the total amount of \$76,808, for the repairs to 915 Sunset Avenue, Asbury Park, Block 103 Lot 12, which was recorded at the Office of Monmouth County Clerk, Book OR-9284, Page 6559; and

WHEREAS, Laura and Jorge Bonifaz are requesting a Subordination of Mortgage for a refinance of the property; and

WHEREAS, Laura and Jorge Bonifaz applied for an RCA Loan in 2014 for the amount of \$25,280 and made another application in 2017 for 51,528, totaling \$76,808; and

NOW THEREFORE BE IT RESOLVED by the City Council of Asbury Park that the Mayor and City Clerk be and hereby are authorized to execute a Subordination of the Mortgage by the City with respect to 915 Sunset Avenue.



Individual Resolutions
Meeting of the Municipal Council
Wednesday, December 22, 2021
RESOLUTION SUMMARY

2021-537

Resolution authorizing the purchase of a custom fabricated City of Asbury sign to be installed at Pocket Park on Cookman Avenue utilizing the Administration O&E line item.

Quotes received: MS Signs = \$15,925.00, Rex Signs = \$26,500.00, YES Graphics and Signs By Tomorrow = unable to a quote, outside of vendors' capabilities



RESOLUTION NO. 2021-537

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

RESOLUTION AUTHORIZING PURCHASE OF A CUSTOM FABRICATED CITY OF ASBURY PARK SIGN

WHEREAS, the City of Asbury Park ("City") has a need to purchase a custom fabricated City of Asbury to be used installed at Pocket Park on Cookman Avenue; and

WHEREAS, the City has solicited and obtained four quotes from MS Signs, Inc, Rex Signs, YES Graphics and Signs By Tomorrow; and

WHEREAS, the City of Asbury Park is desirous of awarding a contract for the purchase of custom fabricated City of Asbury Park sign to in an amount not-to-exceed \$17,500.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 1-01-20-100-000-201. The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorize the purchase of a custom fabricated City of Asbury Park sign in an amount not-to-exceed \$17,500.00 to MS Signs and a copy of this Resolution shall be provided to the Superintendent of Public Works, Transportation Manager, City Manager, CFO and Purchasing Agent.

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2021-537 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

CERTIFIED BY ME THIS 22nd DAY OF December, 2021.

MELODY HARTSGROVE
CITY CLERK



280 North Midland Ave., Bldg. C-1,
 Postal Unit 128, Saddle Brook, NJ 07663
 Tel: 973-569-1111
 Fax: 973-807-1642 / 973-569-1118
 Email: sales@mssign.com
www.mssign.com

Date: 11/2/2021

WO #:

To: Michael J. Manzella
 City of Asbury Park

(Tel)
 (Fax)
 (Email)

From: Kevin Cherashore

(Tel) 973-569-1111
 (Fax) 973-807-1642 / 973-569-1118
 (Email) kcherashore@mssign.com

Re: Monument Sign

Location: Asbury Park, NJ

Material and labor furnished are guaranteed to be in accordance with the below referenced specifications. Written approval will be obtained for any alterations or deviations whether or not they involve extra cost. Should MS Signs, Inc. be obstructed or delayed in the completion of the manufacture or installation of the signage by strike, accident, or delay beyond our control, then there shall be an allowance of additional time as reasonably agreed upon by the parties. In the event Client shall fail to pay all monies owed hereunder and MS Signs, Inc. shall cause this contract to be placed in the hands of an attorney for collection, client hereby agrees to pay all costs of collection including all attorney's fees and court costs. All deposits are non-refundable. The prices quoted below are valid for a period of 120 days. A fuel surcharge of 1.5% will be applied to the total.

<u>Qty</u>	<u>Description</u>	<u>\$ Per</u>	<u>\$ Total</u>
1	Custom fabricated monument sign, welded aluminum with powder coted and painted finish as required, 12" deep x 24" tall, fabricated letter/logo set "AP" in custom font, individual 1" thick x 5" tall plate cut letters finished to match "AP", set between fabricated sign structure with post with welded base plate at bottom, to be anchored to existing concrete footing pad		\$12,395.00
1	Art fee, shop drawing and color samples		\$1840.00
1	Installation, assumes regular working hours		\$1690.00
	Sub total		\$15,925.00

Please allow 4-6 weeks for fabrication and installation upon final approval
 50% deposit, balance due net 30 upon completion

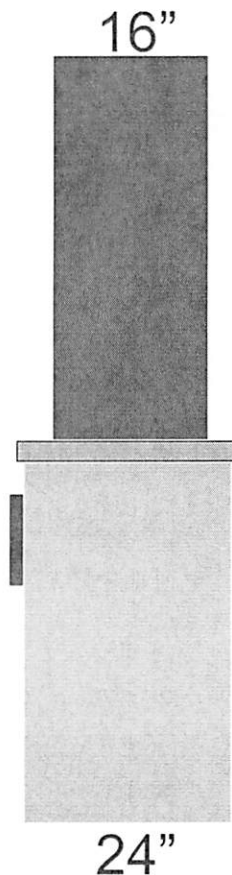
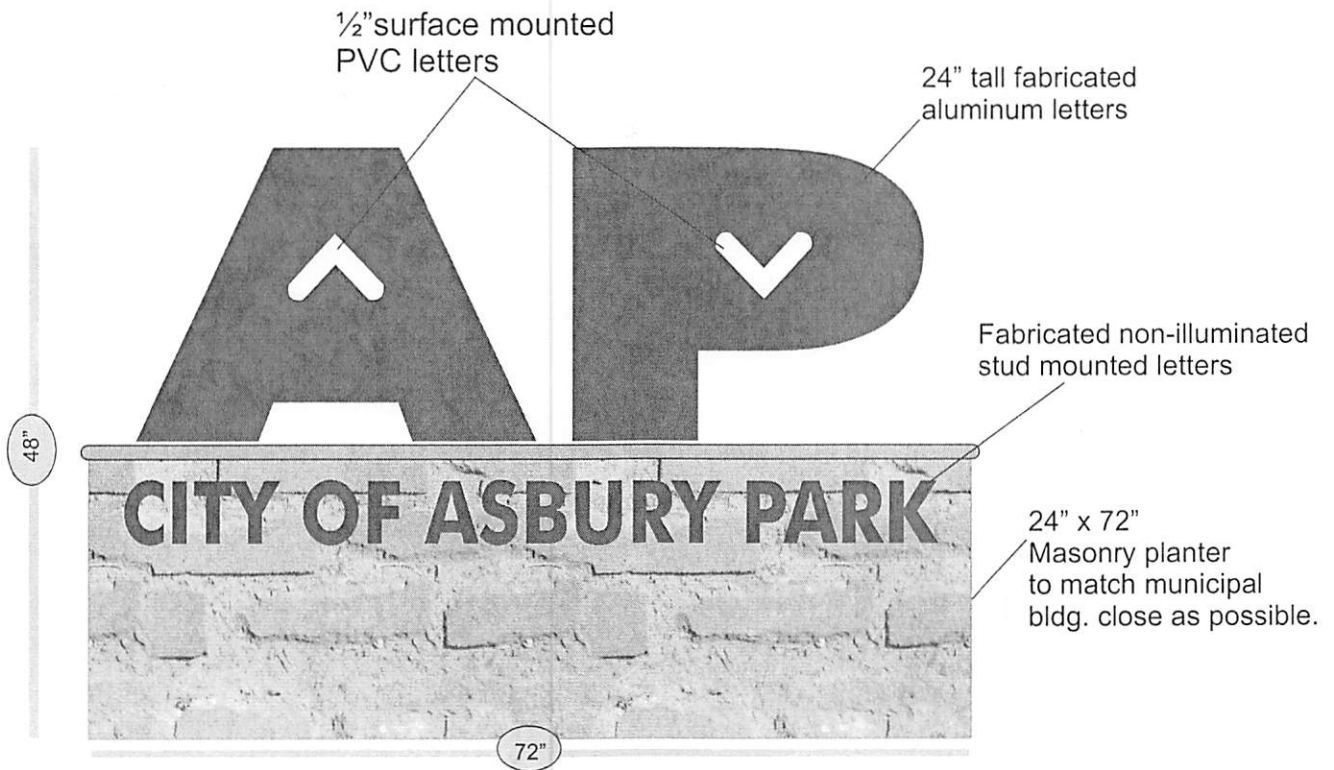
Acceptance of Proposal _____

Signature

Date

Acceptance of Proposal _____
Signature _____ Date _____

City of Asbury Park single sided monument sign \$26,500



Attachment: QUOTES FOR ASBURY PARK SIGN (2021-537 : Purchase of a custom fabricated City of Asbury Park sign)

Tracy Lizardi

From: Michael J. Manzella
Sent: Friday, December 17, 2021 12:23 PM
To: Tracy Lizardi
Subject: Fwd: [EXTERNAL] Re: [EXTERNAL] New AP Signage
Attachments: City of Asbury Park Monument sign.pdf

Get [Outlook for iOS](#)

From: Bill McCarrick <bill@rexsigns.net>
Sent: Friday, December 17, 2021 12:18:04 PM
To: Michael J. Manzella <Michael.Manzella@cityofasburypark.com>
Subject: [EXTERNAL] Re: [EXTERNAL] New AP Signage

Mike,

This is an alternate design for the city monument sign.

Let me know what you think.

Bill (Rex Sign Co.)

On Thu, Dec 16, 2021 at 3:45 PM Michael J. Manzella <Michael.Manzella@cityofasburypark.com> wrote:

Hi Bill,

Any chance we can have a quote tomorrow? The purchasing period for the City is just about closed for the year.

Thank you,

Michael J. Manzella, PP, AICP
 Director of Transportation / Deputy City Manager
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 P: 732-502-5727
michael.manzella@cityofasburypark.com

Attachment: QUOTES FOR ASBURY PARK SIGN (2021-537 : Purchase of a custom fabricated City of Asbury Park sign)

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www.NextDoor.com

www.Nixle.com

APTV Verizon Fios Ch. 30 & Optimum Ch. 77

From: Bill McCarrick <bill@rexsigns.net>

Sent: Tuesday, December 14, 2021 2:10 PM

To: Michael J. Manzella <Michael.Manzella@cityofasburypark.com>

Subject: [EXTERNAL] New AP Signage

Michael,

I received the design and request for a quote for the new Asbury Park monument sign.

I do have a couple of questions regarding the design.

If possible please give me a call when you can.

Bill McCarrick

Rex Sign Company

732-774-1377

Attachment: QUOTES FOR ASBURY PARK SIGN (2021-537 : Purchase of a custom fabricated City of Asbury Park sign)

Tracy Lizardi

From: Michael J. Manzella
Sent: Thursday, December 9, 2021 2:19 PM
To: Tracy Lizardi
Subject: FW: [EXTERNAL] Re: AP Sign Quote

See below. Hoping that someone else responds...

Michael J. Manzella, PP, AICP
 Director of Transportation / Deputy City Manager
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 P: 732-502-5727
michael.manzella@cityofasburypark.com

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 Instagram @CityofAsburyParkNJ
www.NextDoor.com
www.Nixle.com
 APTV Verizon Fios Ch. 30 & Optimum Ch. 77

From: YES Graphic <info@yesgraphic.com>
Sent: Thursday, December 9, 2021 12:05 PM
To: Michael J. Manzella <Michael.Manzella@cityofasburypark.com>
Subject: [EXTERNAL] Re: AP Sign Quote

Mr. Manzella,
 I appreciate the opportunity to work with you on this project, however this falls outside of our shop's capabilities and we will not be quoting the job at this time.

Regards,
 Adam

On Wed, Dec 8, 2021 at 11:26 AM Michael J. Manzella <Michael.Manzella@cityofasburypark.com> wrote:

Good morning,

Can you please provide a quote for the attached custom fabricated monument sign, to be installed directly into an existing concrete pad?

Thank you,

Michael J. Manzella, PP, AICP

Director of Transportation / Deputy City Manager

City of Asbury Park

1 Municipal Plaza

Asbury Park, NJ 07712

P: 732-502-5727

michael.manzella@cityofasburypark.com

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www.NextDoor.com

www.Nixle.com

APT V Verizon Fios Ch. 30 & Optimum Ch. 77

--

Adam Kenter *Owner*



GRAPHIC

a division of Groundswell Communications, LLC

1415D Main St.

Asbury Park, NJ 07712

Tel. 732.455.5672

www.yesgraphic.com

Check our Instagram feed!

Thank you for considering the environment before printing this email.

Attachment: QUOTES FOR ASBURY PARK SIGN (2021-537 : Purchase of a custom fabricated City of Asbury Park sign)

Tracy Lizardi

From: Michael J. Manzella
Sent: Wednesday, December 15, 2021 1:53 PM
To: Tracy Lizardi
Subject: FW: [EXTERNAL] Re: [EXTERNAL] Quote Request

FYI

Rex is working on a quote.

Michael J. Manzella, PP, AICP
 Director of Transportation / Deputy City Manager
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 P: 732-502-5727
 michael.manzella@cityofasburypark.com

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 www.Nixle.com
 APTV Verizon Fios Ch. 30 & Optimum Ch. 77

From: Marc Sorkin <msorkin@sbtshrewsbury.com>
Sent: Wednesday, December 15, 2021 1:49 PM
To: Michael J. Manzella <Michael.Manzella@cityofasburypark.com>
Subject: [EXTERNAL] Re: [EXTERNAL] Quote Request

Hi Michael,

I'm going to have to pass here. I've had three vendors of ours come back to us letting us know this is too intricate. I would love to assist, but without a waterjet and arc welder to form the letters I'm sunk. Maybe Rex Signs in Freehold has the necessary equipment?

Marc

From: Michael J. Manzella <Michael.Manzella@cityofasburypark.com>
Sent: Tuesday, December 14, 2021 11:35 AM

Attachment: QUOTES FOR ASBURY PARK SIGN (2021-537 : Purchase of a custom fabricated City of Asbury Park sign)

To: Marc Sorkin <msorkin@sbtshrewsbury.com>

Subject: RE: [EXTERNAL] Quote Request

Thank you Marc. Unfortunately, we are going to have to submit the quote for approval by the City Council next week. I would need the quote by Thursday, at the latest. Sorry for the short notice.

Michael J. Manzella, PP, AICP
 Director of Transportation / Deputy City Manager
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 P: 732-502-5727
michael.manzella@cityofasburypark.com

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From: Marc Sorkin <msorkin@sbtshrewsbury.com>

Sent: Tuesday, December 14, 2021 11:34 AM

To: Michael J. Manzella <Michael.Manzella@cityofasburypark.com>

Subject: [EXTERNAL] Quote Request

Good Morning Michael,

Thank you for asking us to provide a quote for your signage needs. I will be reaching out to two of our vendors to get some pricing pulled together for you, but this may take a day (or three). Also, before we quote installation costs, I would like to visit the site just so that we have a comprehensive idea of the project. You mention a pad already exists, and I need to see if this is something we can bolt the monument into, or if some excavation will be necessary.

I'll be in touch shortly.

Regards,

Marc

Marc Sorkin | Owner & General Manager

Attachment: QUOTES FOR ASBURY PARK SIGN (2021-537 : Purchase of a custom fabricated City of Asbury Park sign)

Signs By Tomorrow | One Sheila Drive, Tinton Falls NJ 07724

O: 732-544-1555 | M: 908-456-5731

<https://www.signsbytomorrow.com/shrewsbury>

We Have Moved! Please Visit Us at our All-New Location, conveniently located at One Sheila Drive in Tinton Falls.

Attachment: QUOTES FOR ASBURY PARK SIGN (2021-537 : Purchase of a custom fabricated City of Asbury Park sign)

Tracy Lizardi

From: Michael J. Manzella
Sent: Tuesday, December 14, 2021 11:32 AM
To: Tracy Lizardi
Subject: FW: [EXTERNAL] Re: AP Sign Quote

FAST Signs is also getting me a quote in a day or two. It might be a late add-on to the Council agenda.

Michael J. Manzella, PP, AICP
 Director of Transportation / Deputy City Manager
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 P: 732-502-5727
michael.manzella@cityofasburypark.com

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 Instagram @CityofAsburyParkNJ
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www.Nixle.com
 APTV Verizon Fios Ch. 30 & Optimum Ch. 77

From: Rex Signs <info@rexsigns.net>
Sent: Tuesday, December 14, 2021 11:32 AM
To: Michael J. Manzella <Michael.Manzella@cityofasburypark.com>
Subject: [EXTERNAL] Re: AP Sign Quote

Michael,

I apologize - I am just seeing this email.

This is absolutely something we can do!

I will have Don or Bill get back to you with a quote.

Jackie

On Mon, Dec 13, 2021 at 11:37 AM Michael J. Manzella <Michael.Manzella@cityofasburypark.com> wrote:

Is this something you would be able to provide a quote for?

Attachment: QUOTES FOR ASBURY PARK SIGN (2021-537 : Purchase of a custom fabricated City of Asbury Park sign)

Michael J. Manzella, PP, AICP
 Director of Transportation / Deputy City Manager
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 P: 732-502-5727
michael.manzella@cityofasburypark.com

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 Instagram @CityofAsburyParkNJ
www.NextDoor.com
www.Nixle.com
 APTV Verizon Fios Ch. 30 & Optimum Ch. 77

From: Michael J. Manzella
Sent: Wednesday, December 8, 2021 11:27 AM
To: 'info@rexsigns.net' <info@rexsigns.net>
Subject: AP Sign Quote

Good morning,

Can you please provide a quote for the attached custom fabricated monument sign, to be installed directly into an existing concrete pad?

Thank you,

Michael J. Manzella, PP, AICP
 Director of Transportation / Deputy City Manager
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 P: 732-502-5727
michael.manzella@cityofasburypark.com

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Attachment: QUOTES FOR ASBURY PARK SIGN (2021-537 : Purchase of a custom fabricated City of Asbury Park sign)

Tracy Lizardi

From: Michael J. Manzella
Sent: Wednesday, December 15, 2021 1:53 PM
To: Tracy Lizardi
Subject: RE: [EXTERNAL] Quote Request

Cookman Avenue Pocket Park

Michael J. Manzella, PP, AICP
 Director of Transportation / Deputy City Manager
 City of Asbury Park
 1 Municipal Plaza
 Asbury Park, NJ 07712
 P: 732-502-5727
michael.manzella@cityofasburypark.com

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From: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Sent: Wednesday, December 15, 2021 11:16 AM
To: Michael J. Manzella <Michael.Manzella@cityofasburypark.com>
Subject: RE: [EXTERNAL] Quote Request

Mike,
 Where is this sign getting installed?
 Just want to be able to include it in the resolution.
 Thanks,
 Tracy

From: Michael J. Manzella
Sent: Tuesday, December 14, 2021 11:35 AM
To: 'Marc Sorkin' <msorkin@sbtshrewsbury.com>
Subject: RE: [EXTERNAL] Quote Request

Thank you Marc. Unfortunately, we are going to have to submit the quote for approval by the City Council next week. I would need the quote by Thursday, at the latest. Sorry for the short notice.

Attachment: QUOTES FOR ASBURY PARK SIGN (2021-537 : Purchase of a custom fabricated City of Asbury Park sign)



**Asbury Park, New Jersey
ORDINANCE NO. 2021-39**

**ORDINANCE ESTABLISHING SALARY RANGES FOR EMPLOYEES OF THE CITY
OF ASBURY PARK**

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Asbury Park, New Jersey, that the following employment positions for the City of Asbury Park are hereby established, along with the annual salary ranges relating thereto (and hourly pay rates for certain part-time employees) for the year 2022 beginning January 1, and each year thereafter until amended or repealed, as set forth in the attached Exhibit A.

BE IT FURTHER ORDAINED, that the responsibilities of the employment positions established herein shall be defined in accordance with the job description for that position on file with the Personnel Officer and/or responsibilities defined in the Code of the City of Asbury Park.

BE IT FURTHER ORDAINED, that should any section, paragraph, sentence, clause or phrase of the Ordinance be declared invalid for any reasons, the remaining portions of this ordinance shall not be affected thereby and shall remain in full force and effect.

BE IT FURTHER ORDAINED, that all prior Ordinances establishing the salaries of employees of the City of Asbury Park are hereby repealed, and that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-39 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

MELODY HARTSGROVE
CITY CLERK

Exhibit A

Full-Time Employees of the City of Asbury Park

<u>TITLE</u>	<u>ANNUAL SALARY</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Account Clerk Typing	\$35,170	\$53,397
Administrative Analyst	\$18,000	\$86,930
Administrative Clerk	\$20,000	\$82,500
Administrative Secretary	\$20,000	\$96,580
Administrative Secretary/Office Services Manager	\$35,000	\$91,010
Animal Control Officer	\$41,805	\$56,309
Assessing Clerk Typing	\$39,751	\$57,880
Assistant Animal Control Officer	\$31,514	\$45,709
Assistant CFO	\$22,000	\$116,246
Assistant Chief Sewage Plant Operator	\$27,000	\$109,101
Assistant Comptroller	\$20,000	\$123,061
Assistant City Manager (Assistant Municipal Manager)	\$30,000	\$110,000
Assistant Municipal Tax Collector	\$20,000	\$85,545
Assistant Planner	\$30,000	\$108,262
Assistant Prosecutor	\$8,000	\$33,065
Assistant Public Works Superintendent	\$37,000	\$128,196
Assistant Zoning Officer	\$18,000	\$84,478
Attorney - Board of Adjustment	\$3,900	\$25,965
Attorney - Planning Board	\$3,900	\$32,494
Attorney - Zoning Board	\$3,900	\$32,494
Battalion Chief	\$126,000	\$155,000
Beach Supervisor	\$5,000	\$85,000
Building Inspector	\$40,000	\$90,000
Building Maintenance Worker	\$30,598	\$66,576
Captain (Fire Department)	\$110,000	\$140,000
Captain (Police Department)	\$117,000	\$175,000
Carpenter	\$51,183	\$81,294
Chief Financial Officer	\$30,000	\$145,256
Chief Housing Inspector	\$20,000	\$112,121
Chief Sewage Plant Operator	\$37,000	\$120,232
City Clerk	\$33,000	\$135,691
City Engineer	\$65,000	\$156,952
City Manager	\$115,000	\$211,845
City Planner (Supervising Planner)	\$40,000	\$120,000
Clerk	\$28,306	\$49,139
Clerk Stenographer	\$44,845	\$68,560
Clerk Transcriber	\$28,306	\$49,139
Clerk Typist	\$28,306	\$49,139
Code Enforcement Officer	\$46,386	\$76,306

<u>TITLE</u>	<u>ANNUAL SALARY</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Code Enforcement Officer/Zoning Officer	\$28,000	\$94,061
Computer Service Technician	\$45,000	\$100,332
Construction Official	\$25,000	\$123,326
Cost Estimator Property Improvement	\$46,614	\$76,681
Council Member	\$5,000	\$12,618
Deputy Fire Chief	\$35,000	\$180,000
Deputy Municipal Clerk	\$35,000	\$85,049
Deputy Municipal Court Administrator	\$37,426	\$57,664
Deputy Municipal Court Administrator 2	\$42,463	\$63,111
Deputy Municipal Court Administrator 3	\$47,767	\$68,848
Deputy City Manager (Deputy Municipal Manager)	\$5,000	\$110,949
Deputy Police Chief	\$80,000	\$195,000
Deputy Registrar of Vital Statistics	\$33,993	\$53,200
Deputy Tax Assessor	\$35,000	\$74,277
Director of Capital Projects and Public Facilities	\$55,000	\$150,000
Director of Communications	\$55,000	\$114,778
Director of Community Development Block Grant Program	\$28,000	\$124,979
Director of Cultural Affairs and Community Relations	\$28,000	\$114,333
Director of Community Development	\$55,000	\$150,000
Director of Finance	\$30,000	\$145,256
Director of Information Technology	\$45,000	\$115,566
Director of Planning and Redevelopment	\$55,000	\$138,038
Director of Public Safety	\$30,000	\$173,466
Director of Social Services	\$28,000	\$109,330
Electrical Inspector	\$40,000	\$79,280
Electrician	\$52,193	\$83,644
Equipment Operator	\$46,614	\$72,784
Executive Secretary (Confidential)	\$20,000	\$99,479
Field Representative Senior Citizen Program	\$29,934	\$41,449
Fire Chief	\$74,500	\$225,000
Fire Inspector	\$40,000	\$79,280
Fire Inspector (UFD)	\$90,000	\$130,000
Fire Official (Non-UFD)	\$45,000	\$105,060
Fire Official (UFD)	\$110,000	\$127,000
Fire Prevention Specialist (Non-UFD)	\$42,000	\$94,309
Firefighter/Emergency Medical Technician	\$32,000	\$130,000
Garage Attendant	\$42,029	\$71,806
Heavy Equipment Operator	\$51,183	\$80,567
Housing Assistance Technician	\$38,187	\$62,353
Housing Inspector	\$46,614	\$76,681
Human Resource Coordinator	\$25,000	\$108,262
Inventory Control Clerk	\$44,320	\$68,739

<u>TITLE</u>	<u>ANNUAL SALARY</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Investigator Clerk Public Safety	\$37,455	\$65,343
Laborer	\$42,029	\$66,860
Laborer Heavy	\$44,956	\$68,739
Lieutenant (Police Department)	\$95,000	\$155,000
Maintenance Repairer	\$44,320	\$74,055
Mason/Plasterer	\$46,614	\$76,681
Mayor	\$5,500	\$12,618
Mechanic	\$46,614	\$76,681
Mechanics Helper	\$46,669	\$71,282
Motor Broom Driver/Truck	\$44,797	\$69,717
Municipal Attorney	\$12,000	\$38,466
Municipal Court Attendant	\$44,847	\$68,560
Municipal Court Administrator	\$18,000	\$105,060
Municipal Judge	\$10,000	\$100,000
Municipal Prosecutor	\$21,000	\$52,357
Municipal Treasurer	\$65,000	\$116,212
Network Administrator	\$45,000	\$100,332
Omnibus Operator	\$27,972	\$55,466
Painter	\$44,320	\$73,794
Parking Enforcement Officer	\$35,170	\$68,569
Parking Meter Collector/Parking Meter Repairer	\$46,614	\$76,681
Payroll Supervisor	\$25,000	\$100,434
Personnel Officer	\$25,000	\$126,072
Plumbing Inspector	\$40,000	\$89,301
Police Aide	\$35,785	\$46,193
Police Chief	\$80,000	\$225,000
Police Officer	\$35,000	\$120,000
Police Records Clerk	\$28,306	\$43,485
Police Records Clerk, Transcribing	\$33,800	\$52,995
Police Records Clerk, Typing	\$28,306	\$43,485
Principal Account Clerk	\$37,455	\$71,867
Principal Assessing Clerk	\$43,730	\$73,699
Principal Clerk Bookkeeper	\$37,455	\$71,867
Principal Clerk Typist	\$37,455	\$61,187
Principal Engineering Aide	\$35,000	\$119,303
Principal Payroll Clerk	\$37,167	\$60,892
Principal Personnel Technician	\$35,000	\$120,000
Principal Planner	\$30,000	\$108,262
Program Coordinator Special Events	\$25,000	\$91,818
Program Development Aide (Community Service)	\$25,000	\$83,744
Public Defender	\$20,000	\$50,813
Public Works Superintendent	\$37,000	\$143,934

<u>TITLE</u>	<u>ANNUAL SALARY</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Purchasing Agent	\$45,000	\$88,327
Purchasing Director/Accounts Payable Clerk	\$22,000	\$119,734
Receptionist	\$30,598	\$41,100
Recreation Director	\$21,000	\$94,554
Recreation Supervisor	\$21,000	\$86,700
Registrar of Vital Statistics	\$20,000	\$84,425
Sanitation Inspector	\$46,614	\$76,681
Secretarial Assistant, Stenography	\$37,455	\$57,820
Senior Account Clerk	\$37,455	\$57,820
Senior Assessing Clerk	\$39,751	\$55,209
Senior Building Maintenance Worker	\$46,614	\$73,726
Senior Cashier	\$39,751	\$57,880
Senior Clerk	\$37,455	\$57,820
Senior Clerk Stenographer	\$28,672	\$62,412
Senior Clerk Typist	\$37,455	\$57,820
Senior Computer Service Technician	\$45,000	\$100,332
Senior Housing Inspector	\$57,223	\$88,155
Senior Mechanic	\$52,193	\$83,644
Senior Parking Meter Collector/Senior Parking Meter Repairer	\$52,193	\$83,644
Senior Police Records Clerk Transcribing	\$42,203	\$56,890
Senior Sewage Plant Repairer	\$52,193	\$83,644
Senior Sewer Repairer	\$52,193	\$83,644
Senior Tax Clerk	\$39,751	\$55,209
Sergeant (Police Department)	\$73,000	\$140,000
Sewage Plant Repairer	\$46,614	\$76,681
Sewer Repairer	\$46,614	\$76,681
Social Worker, Health	\$21,000	\$89,345
Special Law Enforcement Officer I	\$43,038	\$52,318
Special Law Enforcement Officer II	\$45,993	\$66,930
Street Sweeper	\$51,183	\$60,191
Subcode Official	\$30,000	\$115,572
Supervising Account Clerk	\$20,000	\$82,755
Supervising Accountant	\$20,000	\$82,755
Supervising Laborer (Laborer 3 with Civil Service)	\$25,000	\$106,896
Supervising Maintenance Repairer	\$25,000	\$106,896
Supervising Mechanic	\$25,000	\$106,896
Supervising Sewage Plant Repairer	\$25,000	\$106,774
Supervisor of Senior Citizen Activities	\$25,000	\$84,463
Tax Assessor	\$36,000	\$139,478
Tax Collector	\$27,000	\$114,000
Technical Assistant, TACO	\$25,000	\$83,744
Traffic Maintenance Worker (Laborer)	\$42,029	\$66,860

<u>TITLE</u>	<u>ANNUAL SALARY</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Traffic Maintenance Worker (Painter)	\$46,614	\$76,681
Traffic Signal Electrician	\$52,193	\$83,844
Transportation Manager (Supervising Planner-Transportation)	\$35,000	\$100,332
Truck Driver Heavy	\$44,320	\$68,739
Violations Clerk Typing	\$28,306	\$49,139
Zoning Officer	\$28,000	\$99,819

Part-Time Employees of the City of Asbury Park

<u>TITLE</u>	<u>HOURLY RATE</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
Beach Supervisor (Part-Time)	\$20.00	\$32.81
Building Maintenance Worker (Part-Time)	\$13.00	\$26.00
Cashier (Part-Time)	\$13.00	\$19.00
Clerk (Part-Time)	\$13.00	\$23.43
Code Enforcement Officer (Part-Time)	\$16.00	\$39.54
Electrical Inspector (Part-Time)	\$20.00	\$75.76
Electrician (Part-Time)	\$15.00	\$35.14
Fire Inspector (Part-Time)	\$20.00	\$75.76
Gate Guard (Part-Time)	\$13.00	\$15.00
Laborer (Part-Time)	\$13.00	\$23.43
Library Assistant (Part-Time)	\$13.00	\$27.00
Life Guard (Part-Time)	\$13.00	\$19.00
Life Guard Captain (Part-Time)	\$13.00	\$24.00
Restroom Attendant (Part-Time)	\$13.00	\$17.00
Mechanic (Part-Time)	\$15.00	\$35.14
Media Technician (Part-Time)	\$13.00	\$54.12
Parking Attendant (Part-Time)	\$13.00	\$20.40
Parking Enforcement Officer (Part-Time)	\$13.00	\$30.49
Plumbing Inspector (Part-Time)	\$20.00	\$75.76
Police Aide (Part-Time)	\$13.00	\$29.29
Program Development Aide (Community Service) (Part-Time)	\$13.00	\$41.62
School Traffic Guard (Part-Time)	\$13.00	\$15.14
Special Law Enforcement Officer I (Part-Time)	\$13.00	\$23.72
Special Law Enforcement Officer II (Part-Time)	\$15.28	\$30.35
Station Manager (Part-Time)	\$15.00	\$54.12

Attachment: Exhibit A - 2021 Salary Ordinance (2021-39 : 2022 Salary Ordinance)



**Asbury Park, New Jersey
ORDINANCE NO. 2021-40**

AN ORDINANCE AMENDING CHAPTER 15, ENTITLED “RENT LEVELING REGULATIONS,” OF THE CODE OF THE CITY OF ASBURY PARK

WHEREAS, on March 10, 2021, the Mayor and Council of the City of Asbury Park (the “City”) adopted Ordinance No. 2021-5, entitled “AN ORDINANCE ESTABLISHING A RENT LEVELING BOARD AS WELL AS RULES THAT REGULATE THE PRICE OF RENT AND RATE OF RENT INCREASE FOR CERTAIN RENTAL HOUSING WITHIN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING THE CODE OF THE CITY OF ASBURY PARK TO ESTABLISH A NEW CHAPTER 15 THEREOF, WHICH SHALL BE ENTITLED ‘RENT LEVELING REGULATIONS’” (also referenced as the “Ordinance”); and

WHEREAS, thereafter, on May 26, 2021, the Mayor and Council of the City adopted Ordinance No. 2021-22, entitled “AN ORDINANCE AMENDING ORDINANCE NO. 2021-5, ENTITLED ‘AN ORDINANCE ESTABLISHING A RENT LEVELING BOARD AS WELL AS RULES THAT REGULATE THE PRICE OF RENT AND RATE OF RENT INCREASE FOR CERTAIN RENTAL HOUSING WITHIN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING THE CODE OF THE CITY OF ASBURY PARK TO ESTABLISH A NEW CHAPTER 15 THEREOF, WHICH SHALL BE ENTITLED ‘RENT LEVELING REGULATIONS’” (also referenced as the “Amending Ordinance”); and

WHEREAS, since the Ordinance and the Amending Ordinance were adopted, the Mayor and Council of the City have determined that further revisions would help to clarify the intentions of the City with regard to specific provisions contained within Chapter 15 and/or would be beneficial to facilitate the implementation of Chapter 15; and

WHEREAS, the revisions are set forth below.

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

1. That Chapter 15, entitled “Rent Leveling Regulations,” of the Code of the City of Asbury Park (as created via Ordinances 2021-5 and 2021-22) is hereby further amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~strikeout~~);

Chapter 15. Rent Leveling Regulations.

§ 15-1. Purpose.

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

§ 15-2. Definitions.

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

"Board" shall mean the Rent Leveling Board.

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

~~"Consumer Price Index" or "CPI" shall mean a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. The "consumer price index" (all items base year 1967-100) utilized by this Chapter shall be calculated using the New York-Newark-Jersey City region, as published by the Bureau of Labor Statistics, United States Department of Labor.~~

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

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

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

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

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

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

"Officer" shall mean the Rent Regulation Officer.

"Registration form" shall mean the forms filed by the landlord pursuant to this Chapter.

"Rent" shall mean any price for the use of a dwelling unit. All charges that are mandatory for the dwelling unit, including but not limited to refurbishment fees, administrative fees, mandatory parking fees, sewer or water fees, etc., shall be included. Optional charges, which are chosen by tenants such as pet fees, pool fees, recreation fees, optional parking fees, and the like, shall not be included and shall not be subject to the terms of the ordinance. Enforcement fees or security fees such as late fees, bounced check fees, legal fees and costs of court for enforcement of a breach of lease agreement and increases in security deposit are also not considered "rent" for purposes of this Chapter. Security deposits and charges for accessories, such as boats, mobile homes and automobiles not used in connection with the dwelling unit, shall not be construed as "rent."

"Rent increase, rent decrease, and rent adjustment" shall mean the intent and policy of the governing body to interfere in landlord-tenant relations and legitimate operation ownerships, occupancy and development of real estate, only when necessary to protect the public interest.

"Rent increase," "Rent decrease" and "rent adjustments" shall consist in the first instances of the notice sent by the landlord to the tenant, or by the tenant to the landlord, in letter or other form, setting forth the proposed notice of "rent increase," "rent decrease" or other "rent adjustment."

"Rent Leveling Board" shall mean the body created to ~~administer this ordinance~~ hear appeals and undertake such other actions as set forth in Section 15-15 of this Chapter.

"Rent Regulation Officer" shall mean the person responsible to oversee day to day operations of the policies enacted by this ordinance, as well as to take those actions set forth in Section 15-16 of this Chapter. ~~any other duties as directed by the Rent Leveling Board.~~

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

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

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

§ 15-3. Applicability.

A. This Chapter shall apply to all rental dwelling units in buildings containing ~~five~~ three (53) or more units, except for the following exemptions:

1. Motels and hotels.
2. Multiple dwelling units as defined in N.J.S.A. 2A:42-84.1 in a building constructed on or after June 25, 1987 which was not constructed for occupation by senior citizens, for a period of time not to exceed the period of amortization of any initial mortgage loan obtained for the multiple dwelling, or for thirty (30) years following completion of construction, whichever is less. This exemption applies only where an owner has complied with all requirements contained in N.J.S.A. 2A:42-84.1 et seq., including the filing with the municipal construction official required by N.J.S.A. 2A:42-84.4 and the service of a written statement upon the tenant required by N.J.S.A. 2A:42-84.3. This exemption shall not apply

to rehabilitated buildings that during their rehabilitation maintained at least two (2) rigid walls and a secured roof.

3. Housing restricted to students by a school, college or similar accredited institution which owns or controls that housing.
 4. Dwellings in any building containing ~~four~~ two (42) or fewer dwelling units.
 5. Dwellings which are owner-occupied for not less than six (6) months per year.
 6. Dwelling units licensed as a rooming or boarding home by the New Jersey Department of Community Affairs.
 7. Dwelling units licensed as a group home by the New Jersey Department of Community Affairs.
 8. Dwelling units licensed as an emergency shelter for the homeless by the New Jersey Department of Community Affairs.
 9. Dwellings in a building that is completely vacant on or before and since June 1, 2021, provided that said building did not become vacant through unlawful means which can be attributed to the applicant for this exemption. In order to qualify for this exemption, the building vacant since June 1, 2021, must be registered by an applicant with the Rent Regulation Officer, on forms provided by said Officer, before the renting of dwelling units within the vacant building. After the first rental, such dwelling units shall be exempt from initial rent or lease agreement, but all subsequent rents shall be subject to the provisions of this Chapter.
 10. Dwellings which are restricted to low-, moderate- or middle-income households via affordability controls, such as but not limited to a deed restriction or funding restriction.
 11. Dwellings in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged.
 12. Any dwelling for which a landlord has successfully obtained a short-term rental permit pursuant to the City of Asbury Park's Short-Term Rental (STR) Ordinance (City Code § 13-1300).
- B. A dwelling being rented for the first time shall not be restricted in the initial rent charged. Any subsequent rental increases, however, shall be subject to the provisions of this Chapter.

§ 15-4. Rental Registration.

A. All landlords of dwellings which are subject to the provisions of this Chapter shall initially file with the City Clerk Rent Regulation Officer, within thirty (30) days from the effective date of this Chapter by February 1, 2022 and annually thereafter, by February 1 of the then current year, a complete and updated DCA Multiple Dwelling Registration or Landlord Registration Form, as well as a Tenant Lease Property Information Form (and any necessary supporting information). This form shall be available at the City Clerk's Office.

1. Landlord Registration Form.

The Landlord Registration Form shall include, at a minimum, the following:

- a) Full name, address, mobile phone number and email of the landlord;
- b) If an entity, the Registered Agent;
- c) Full name, address and mobile phone number of president/managing member, if applicable;
- d) This form will collect data including, but not limited to, contact information of all individuals that financial or management interest for the property subject to this ordinance;
- e) Name and phone number of Superintendent, if applicable;
- f) All services provided to the building, if applicable;
- g) Name and phone number of utility company.

2. Tenant Lease Property Information Form.

The Tenant Lease Property Information Form shall include, at a minimum, the following:

- a) Tenant name, phone number and Unit Number;
- b) Number of bedrooms;
- c) Square footage;
- d) Lease Type (Annual/Month-to-Month);
- e) Lease Start and End Date;
- f) Base rent;
- g) Annual Increase Percentage;
- h) Senior Citizen (Y/N).

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

§ 15-5. Transition from rent regulation by preempting governmental agency to regulation of this Chapter.

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

§ 15-6. Precedence of Ordinance.

A. Should a lease entered into subsequent to the effective date of this Chapter between a landlord and a tenant prove to be in conflict with the within Rent Leveling regulations, the within regulations shall take precedence where the within regulations are more restrictive.

§ 15-7. Rent Increase.

- A. Establishment of rents between landlord and tenant in a dwelling unit to which this Chapter is applicable shall hereafter be determined by the provisions of this Chapter.
- B. At the expiration of a lease or at the termination of the lease of a periodic tenant, no landlord may request or receive an increase greater than ~~the percentage increase in the Consumer Price Index (CPI) or three and one-half percent (3.5%), whichever is greater.~~ The use of CPI shall be based upon the maximum increase during fifteen (15) months prior to the month of the proposed rent increase to three (3) months prior to the month of the proposed rent increase. For example, if the CPI increase for the applicable period is five percent (5%), the rent increase may not exceed five percent (5%). If the CPI increase for the applicable period is two percent (2%), the rent increase may not exceed three and one-half percent (3.5%).
- C. The rent resulting from the imposition of any increase provided hereunder may be rounded to the nearest dollar with regard to the final step of calculation only. Calculation of percentages shall be calculated out two decimal points only and then dropped and not rounded.
- D. No landlord shall request or receive more than one annual rental increase during a twelve (12) month period per dwelling unit unless said dwelling becomes vacant through lawful means.
- E. The allowable annual increase will not be permitted if the dwelling is not in substantial compliance and/or if the landlord has not met the rental registration requirements as specified in this Chapter.
- F. Any rental increase at a time other than at the expiration of a lease or termination of the periodic lease shall be void. Any rental increase in excess of that authorized by the provisions of this Chapter shall be void. Determinations under this section shall be made by the Board.

§ 15-8. Vacancy Decontrol.

- A. Upon the voluntary, uncoerced or court authorized termination of a tenancy, during or at the end of any lease, the rent shall be decontrolled and the rent may be raised by the landlord without regard to the limitations imposed by this Chapter, subject to the provisions set forth below. The rent to be charged to a new tenant, as well as the rent previously charged for the same space, shall be reported to the Rent ~~Leveling Board~~ Regulation Officer within ~~fifteen (15)~~ twenty-five (25) days of renting the space. Upon being re-rented, the rental space shall be considered recontrolled to the same extent and under the same conditions as any space originally controlled.
- B. Failure to report the information required within the ~~fifteen (15)~~ twenty-five (25) days specified shall result in the rental space remaining controlled to the same extent and under the same conditions as if it had not been vacant and any rental charged the new tenant in excess of that controlled rate shall be void.
- ~~B-C.~~ Any property which has received a hardship rent increase, as provided in Section 15-10 of this Chapter, shall be prohibited from receiving a vacancy decontrol increase in rent for a period of three (3) years.

§ 15-9. Tax Appeal; Reduction.

- A. In the event a tax appeal is taken by the landlord and the landlord is successful in the appeal and the tax is reduced, the landlord shall remit, and the tenant shall receive 50% of the reduction as applied to its tax portion, after deducting all expenses incurred by the landlord in prosecuting the appeal.
- B. A tenant who has resided in a dwelling unit for less than the entire tax year to which a reduction pertains (hereinafter "tax year") shall be entitled to receive a percentage of the tax refund pertaining to his dwelling unit that is equivalent to the percentage of the tax year which the tenant resided in the dwelling unit.
- C. Within 45 days of receipt by the landlord of the monies or the crediting of such monies against the landlord's outstanding taxes, the landlord shall notify and provide each tenant of such tax reduction. The notification shall include the calculations involved in computing the tenant's credit, including the property tax for the dwelling unit before the appeal, the reduced property tax for the dwelling unit after the appeal, the number of square feet of the dwelling subject to the lease between the tenant and landlord, the tax decrease per square foot of dwelling unit, the number of square feet occupied by the tenant, the credit to which the tenant is entitled, and how it is being credited to the tenant.
- D. The landlord shall provide the Board a copy of the notification to the tenant, including but not limited to the calculation.

§ 15-10. Appeal by Landlord.

- A. In the event that a landlord cannot receive a fair return after having received the increase provided in this Chapter, they may appeal to the Rent Leveling Board for increased rental. The Board may grant a hardship appeal rent increase to meet this requirement. The landlord must provide evidence according to the standards recognized at law for determining fair return. The Board will rely upon the recognized standard that a landlord should receive a net operating income of at least 40% of the gross annual income after deducting reasonable and necessary operating expenses, in the absence of an adequate showing that utilization of this standard will result in an unfair return to the landlord. Operating expenses shall not include mortgage principal or interest payments, depreciation or amortization. Any hardship appeal increase granted by the Board will take the place of the annual permitted rent increase and shall be equally prorated to all units within the structure ~~thirty (30)~~ sixty (60) days after the decision of the Rent Leveling Board, provided that no increase shall take effect with regard to any tenant who has a written lease until the expiration of the lease unless the lease provides otherwise.
- B. Landlord may seek additional surcharges for major capital improvements or services. To qualify for a major improvement surcharge, claimant must show a benefit to the tenant, in the form of improved lifestyle, convenience, ease and/or security. The landlord must notify each tenant of the total cost of the completed capital improvement or service, the number of years of useful life of the improvement as claimed by the landlord for purposes of depreciation for income tax purposes, the cost of the improvement, the total number of square feet to the dwelling or garden apartment complex, the total square feet occupied by the tenant and the capital improvement surcharge he is seeking from each tenant. The landlord seeking a capital improvement or service surcharge shall appeal for the surcharge to the Rent Leveling Board, who shall determine if the improvement is a major improvement and if so, may permit such increase to take place and may direct that

the increase shall be collected in equal monthly payments spread over the useful life of the capital improvement. If the increase is granted, it shall not be considered rent and calculated in cost of living increases. In any event, no increase authorized by this section shall exceed 15% of the tenant's rent.

C. As used in this section:

1. "Fair net operating income" shall mean the amount determined by subtracting reasonable and necessary operating expenses from gross annual income, which amount should not be less than 40% of the gross annual income.
2. "Gross annual income" shall mean all income resulting directly or indirectly from the operation of a property or building such as all rent received or collectable, including any rent from a less than arm's length transaction, the landlord's share of interest on security deposits, all earnings from commission, vending machines, late fees, pet fees, parking fees, pool fees, key charges, finder's fees, amount received from successful tax appeals, income from rebates, tax surcharges, capital improvement surcharges, computed in accordance with the provisions and limitations of this section.
3. "Reasonable and necessary operating expenses" includes all expenses incurred and paid by a landlord necessary to the operation and maintenance of the residential rental property during the period reflected in the income computed in this section, excluding mortgage, principal or interest payments, depreciation or amortization, computed with these limitations:
 - a) Taxes shall be limited to amounts actually paid, including those in escrow for appeal;
 - b) Repairs and maintenance shall be limited to arm's length transactions and shall be reasonable and necessary. Cost of service contracts shall be prorated over the period covered. Painting shall be prorated at a period of three years for the interior of dwelling units or five years for the exterior and common areas;
 - c) Purchase of new equipment shall be reflected and prorated over the useful life of the item;
 - d) Legal and auditing expenses shall be limited to reasonable and necessary costs of the operation of the property;
 - e) Management fees shall be limited to actual services performed, such as the resident manager's salary, telephone expenses, postage, office supplies, stationery, and the value of the apartment provided if included in income. In no event shall management fees exceed 5% of the first \$50,000 of gross maximized annual income, 4½ % of the next \$25,000, 4% of the next \$100,000, 3½ % of the next \$100,000, and 3% of any amount over ~~\$275,000~~ \$250,000;
 - f) Salaries not included in management fees shall be limited to actual services performed and reasonable for similar position in the area, including rental value, if included in income and expenses and wages and benefits paid;

- g) Advertising shall be actual costs that are reasonable to insure occupancy only;
- h) Utilities such as gas, electric, water and oil, shall derive from arm's length transactions, and the landlord shall demonstrate that all reasonable efforts to conserve energy and fuels have been used;
- i) Insurance costs shall derive from all arm's length transactions prorated over item of policies;
- j) The history of the income and expense shall be consistent with the application or fully documented as to any changes.
- k) No attorney's fees, expert fees, permit fees, parking fees, accountant's fees nor application fees incurred by a landlord in connection with any application to the Board shall be included in determining whether a landlord is entitled to any rent increases.

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

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

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

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

F. Reasonable rate of return.

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

G. If the Rent Leveling Board determines that the rental increase does not provide the landlord with a fair and reasonable rate of return, as defined herein, the Rent Leveling

Board shall have the authority to appropriately adjust the rental increase to provide the landlord with a fair and reasonable rate of return.

H. Any property owner that receives a hardship appeal increase pursuant to this Section may not apply for vacancy decontrol for three (3) years, measured from the date of approval of the hardship appeal increase.

§ 15-11. Limitation on Increases.

- A. Since an immediate rent increase of more than twenty percent (20%) above the prior monthly rent paid by an existing tenant may be considered unconscionable and imposes a hardship on a tenant, the Rent Leveling Board shall not grant increases exceeding twenty percent (20%) in any one (1) year for any tenant.
- B. For the purpose of determining whether the rent increase exceeds twenty percent (20%) of the monthly rent, all increases in monthly payments by the tenant occurring within twelve (12) months prior to the effective date of the increase shall be added to determine if that amount exceeds twenty percent (20%) of the prior monthly rent.

§ 15-12. Rent Rebate.

A. The landlord shall rebate to the tenant any amount of rent collected in excess of that permissible pursuant to the terms of this Chapter by crediting the tenant over a period not to exceed three (3) months with the amount of excess rent paid, or in the event the tenant is no longer in occupancy, by refunding within a one (1) month period. This provision is not intended to preclude a tenant from seeking judicial remedies under statutory or common law. If a landlord fails to return any excess collected rent to their tenant within the aforementioned relevant time periods, they will be liable to their tenant for double the unreturned balance plus attorney's fees and costs.

§ 15-13. Notice to Tenants.

- A. Any landlord seeking an annual rent increase, a lease renewal or an agreement to extend or renew leases shall provide notice of said action in writing to the tenant at least sixty (60) days prior to the effective date of increase renewal, extension or other action. The landlord shall also send a separate notice by certified mail/return receipt requested or personal service to each tenant at least sixty (60) days prior to the proposed date of any hardship appeal increase or capital improvements increase, which notice shall include a copy of the application, including all exhibits supplied in connection with it. No tenant shall be required to sign any such rent increase notice, renewal or agreement to extend or renew lease until such tenant has had the opportunity to review the documents for a period of five (5) business days.
- B. Prior to any such hardship appeal to the Board for an hardship increase or capital improvements increase, a landlord must post in the lobby of each building, or if no lobby is present, in a conspicuous place in and about the premises a notice of the appeal setting forth the basis for the appeal. The notice must be posted for at least 15 business days prior to the proposed date of appeal. The landlord shall also send a separate notice by certified mail/return receipt requested or personal service to each tenant at least 15 business days prior to the proposed date of the hardship appeal, which notice shall include a copy of the complaint filed or application, including all exhibits supplied in connection with the appeal, and the date, time and place that the hardship appeal will be heard.

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

§ 15-14. Standard of Service.

~~E.A.~~ During the term of ~~this~~ the tenancy, the landlord shall maintain the same standards of service, maintenance, furnishings and equipment in the dwelling unit and dwelling as required to do by law or lease at the date the lease was entered into. In the event that the landlord fails to provide such service, tenants may petition the Rent Leveling Board for a reduction in rent, credit for reduced services and/or right of reimbursement in cases where the tenant cannot receive a benefit through credits.

B. Disclosure Statement.

1. Every landlord subject to the provisions of this Chapter shall be required to provide to each tenant a Disclosure Statement, which shall be obtained from the Rent Regulation Officer, or from the City's website. The Disclosure Statement shall include a description of the tenant's rights under this Chapter; and an acknowledgement by the landlord advising the tenant of the Truth-in-Renting Act, N.J.S.A. 46:8-43 et seq., and the statement/booklet prepared therein, which can be obtained from the New Jersey Department of Community Affairs Division of Codes and Standards, Landlord-Tenant Information Service, P.O. Box 805 Trenton, New Jersey 08625. The landlord shall post the Disclosure Statement, in a conspicuous place, in the common area of the building;
2. The Disclosure Statement is to be signed and dated by the tenant and filed by the landlord with the Rent Regulation Officer. In the absence of a Disclosure Statement that is signed and dated by the tenant, a landlord may also establish proof of service of the Disclosure Statement by filing both a copy of the Disclosure Statement and a receipt indicating that the Disclosure Statement was delivered and received by the tenant via certified mail.
3. The Rent Regulation Officer shall be authorized to prepare and revise the Disclosure Statement as needed in an effort to comply with the intention and purpose of this Section. Any revised Disclosure Statement shall be approved by the City Manager or their designee Council.

§ 15-15. Rent Leveling Board.

A. Rent Leveling Board Created.

1. There is hereby created a Rent Leveling Board, also referenced as the "Board", to administer this Chapter under the direction and supervision of the Department of Finance or other Department as designated by the City Manager of the City of Asbury Park. The Board shall be subject to the Open Public Meetings Act.
2. The Board shall consist of seven (7) regular and two (2) alternate members appointed by the Municipal Council via resolution. The regular members of the Board shall consist of not less than two (2) tenants and not less than two (2)

landlords. All members shall be either a resident of the City of Asbury Park and/or an owner of property in the City of Asbury Park. Alternate members shall be designated at the time of appointment as "Alternate No. 1" and "Alternate No. 2." Alternate members may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote.

3. ~~The regular members of said Rent Leveling Board shall serve three year terms following the initial appointments. The initial Board member terms of the regular members shall be staggered with two (2) members serving three (3) year terms, two (2) members serving two (2) year terms, and three (3) members serving one (1) year terms. All terms of regular members beyond the initial term shall be for three (3) years each. The initial terms of the alternate members shall be staggered with one (1) member serving for a two (2) year term and one member serving for a three (3) term. All terms of alternate members beyond the initial term shall be for three (3) years each.~~

The initial appointments of regular and alternate board members shall be for a term to expire on 12/31/21. Thereafter, the terms of the regular members of the Rent Leveling Board shall be staggered with two (2) members serving three (3) year terms, two (2) members serving two (2) year terms, and three (3) members serving one (1) year terms. All terms of regular members thereafter shall be for three (3) years each. The terms of the alternate members, after the initial appointment, shall be staggered with one (1) member serving for a two (2) year term and one member serving for a three (3) year term. All terms of alternate members thereafter shall be for three (3) years each.

4. A quorum for a hearing shall consist of not less than four (4) members.
5. One (1) member shall be elected chairperson for a one (1) year term at the first meeting of the calendar year by the Board members. One (1) member shall be elected vice-chairperson for a one (1) year term at the first meeting of the calendar year by the Board members.
6. Decisions of the Board may be rendered by a majority of members present, so long as the Board has a quorum.
7. No Board member shall be permitted to act on any matter in which he has either directly or indirectly any personal or financial interest.
8. Municipal Council may remove any member of the Board for cause upon written charges served upon the member after a hearing thereon at which the members shall be entitled to be heard and represented by counsel.

9. A vacancy during the term of any member shall be filed for the unexpired portion thereof only in the same manner as the initial appointment.
 10. Candidates for the positions of Rent Leveling Board member and Rent Regulation Officer shall submit a verified statement listing all of their interests and dealings in real property, including but not limited to the ownership, sale, rental or management thereof, employment, and their investment in, membership in or association with partnerships, corporations, joint ventures, groups, associations, syndicates or other entities engaged in the ownership, sale, rental or management of real property during the previous (3) years.
- B. Attendance.
1. Whenever a member of the Rent Leveling Board has not been present at three (3) consecutive meetings of the Board, then the remaining members of the Board shall determine by a majority vote whether the absence of the member shall be excused pursuant to N.J.S.A. 40A:9-12.1(g). If the failure to attend is due to a legitimate personal concern, such as illness, the member's absence shall be excused. However, if the Board determines that the personal concern is so serious that it may affect the member's continued ability to participate at meetings, then the Board shall request the Municipal Council to determine whether the member is physically or mentally incapable of service pursuant to N.J.S.A. 40A:9-12.1(d). The Municipal Council shall review the Board's request and may replace the Board member. Replacement of the Board member shall be at the sole discretion of the Municipal Council.
- C. Meetings and Dockets.
1. The Rent Leveling Board shall determine the schedule of meetings and hearings as is necessary to carry out the provisions of this ~~ordinance~~ Chapter. ~~At a minimum, a meeting shall be held within every sixty (60) day period.~~ Special meetings may be scheduled at the discretion of the Board.
 2. The Rent Leveling Board shall maintain and keep in its office meeting and hearing dockets. The dockets shall list the time, date, place of hearing, the names of the parties involved, the addresses of the dwellings involved, the issues involved, and positions taken, and the final disposition of the petitions heard by the Board.
- D. Language.
1. All rules, notices, orders, rulings and regulations of the Rent Leveling Board shall be printed in English and Spanish. Information disseminated to the public by the Board shall be disseminated in English and Spanish. At the request of a Board member or involved party, provision shall be made for concurrent oral translation into Spanish of any hearings or meetings of the Board.
- E. Rights and authority of the Board.
1. The Rent Leveling Board shall have the right to exercise, in addition to other powers herein granted, all powers necessary and appropriate to carry out and execute the purpose of this ~~entire~~ Chapter, in the hearing of all matters brought before it by the Rent Regulation Officer, including the right to the exercise of equitable authority to depart from the strict interpretation of the provisions of this

Chapter in instances where justice and fairness requires equitable intervention. Equitable authority should only be exercised in truly exceptional circumstances where justice and fairness so demand.

2. These powers of equity do not permit the Rent Leveling Board to act in contradiction to the purposes of this Chapter nor in an arbitrary, capricious or unreasonable manner. Notwithstanding this general power of equity, the Rent Leveling Board shall also have the following powers:
 - a) To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this Chapter, with regard to hearings that are brought before it by the Rent Regulation Officer, provided said rules and regulations are not in conflict with this Chapter or State statute, and which rules and regulations shall have the force of law until revised, repealed or amended from time to time by the Board in the exercise of its discretion, provided that such rules are filed with the Municipal Clerk.
 - b) To supply information and assistance to landlords and tenants, including but not limited to documents regarding tenant protection, to help them comply with the provision of this Chapter, municipal code, and State law and regulations.
 - c) To hold hearings and adjudicate applications and complaints from landlord/tenants pursuant to this Chapter. Said Board shall give both landlord and tenant reasonable opportunity to be heard before making any determination, with or without counsel. All determinations shall be in writing with copies to any parties of record.
 - d) To require the production of books, records, tax returns, balance sheets, profit and loss statements and such other records as the Board may require and deem necessary for its determination.
 - e) To authorize the issuance of subpoenas.
 3. Any tenant filing a complaint with the Rent Leveling Board against the landlord shall be required to sign a complaint and appear before the Board to give testimony as requested by the Board. The landlord and/or his representative upon due notice shall be required to appear and give testimony. Any tenant appearing before the Board may select someone to represent them who need not be an attorney provided the person representing the tenant is authorized to do so in writing.
- F. Appeals of Rent Leveling Board Decisions.
1. Any determination of the Rent Leveling Board shall be deemed a final determination by the City. Either the landlord or tenant may appeal the findings of the Rent Leveling Board to the Law Division of the Superior Court in accordance with New Jersey Court Rules.

§ 15-16. ~~Rent Regulation Officer~~ Staff.

A. ~~Rent Regulation Officer.~~ The position of Rent Regulation Officer, in the Department of Finance or other Department as determined by the City Manager, is hereby created. The Rent Regulation Officer shall be hired or designated by the City Manager and compensated based on existing salary controls and provisions within that Department. The position of Rent Regulation Officer, in the Department of Community Development, is hereby created, and the individual serving in this position shall be compensated based on existing salary controls and provisions within the Department. The Rent Regulation Officer shall be under the direction and supervision of the Director of Community Development, or their designee.

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

~~C.~~ a) To require, obtain, keep and maintain all relevant records and other data and information.

~~4.~~ b) To supply information and assistance to landlords and tenants and to bring together tenants and landlords in formal conferences and suggest resolutions of conflicts between them in order to assist them in complying with the provisions of this Chapter.

~~2.c)~~ To ensure compliance by the landlord and tenants with the provisions of this Chapter.

~~3.d)~~ To remedy violations of this Chapter as provided by this Chapter.

~~4.e)~~ To accept, process, investigate and determine complaints from tenants as provided for in this Chapter.

~~5.f)~~ To accept, process, review and investigate applications from landlords as provided for in this Chapter.

~~6.g)~~ To coordinate and supervise all staff associated with the operation of this ordinance.

~~7.h)~~ To attend all meetings of the Rent Leveling Board.

~~8.~~ ~~To perform such other duties as the Rent Leveling Board may specifically direct and as allowed by this Chapter.~~

~~9.~~ ~~Any determination of the Rent Regulation Officer under this section or such duties as may be delegated to him/her by the Rent Leveling Board or his/her designee, by regulation, will be rendered by the officer or designee, in writing.~~

i) To prepare meeting agendas for the Board in consultation with the Chair.

j) To review Rent Information Forms and applications by tenants and landlords to confirm conformity with this chapter and to obtain additional documentation as necessary.

~~D.2.~~ Any person aggrieved by a determination of the Rent Regulation Officer may appeal to the Rent Leveling Board, which may sustain, vacate, modify or reverse said determination. An appeal shall be filed no later than forty-five (45) calendar

days after the date that the determination is issued. The appeal shall be in the form detailed herein, and shall be accompanied by the fee as set forth in this Chapter.

- ~~E.3.~~ Upon receipt of the appeal setting forth in detail the grounds for the appeal of a determination by the Rent Regulation Officer and the required fee, the matter shall be placed upon the Rent Leveling Board agenda within sixty (60) days of receipt. During the pendency of the appeal, the rent for the subject unit shall be the rent as established by the Rent Regulation Officer.

- B. Additional Staff. Additional staff, as needed, shall be hired or designated by the City Manager and compensated based on existing salary controls and provisions within the relevant Department.

C. Special Counsel. The Mayor and Council may appoint special counsel to advise the City regarding the implementation of this Chapter, and to provide legal services to the Rent Regulation Officer and the Board. Special counsel will serve under the direction and supervision of the Mayor and Council, the City Manager and their subordinate designees.

§ 15-17. Fees for application and proceedings.

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

§ 15-18. Violations and penalties.

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

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

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-40 which was finally adopted by the City Council at a meeting held on the 22nd day of December, 2021

MELODY HARTSGROVE
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2021-XX**

AN ORDINANCE AMENDING CHAPTER 15, ENTITLED "RENT LEVELING REGULATIONS," OF THE CODE OF THE CITY OF ASBURY PARK

WHEREAS, on March 10, 2021, the Mayor and Council of the City of Asbury Park (the "City") adopted Ordinance No. 2021-5, entitled "AN ORDINANCE ESTABLISHING A RENT LEVELING BOARD AS WELL AS RULES THAT REGULATE THE PRICE OF RENT AND RATE OF RENT INCREASE FOR CERTAIN RENTAL HOUSING WITHIN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING THE CODE OF THE CITY OF ASBURY PARK TO ESTABLISH A NEW CHAPTER 15 THEREOF, WHICH SHALL BE ENTITLED 'RENT LEVELING REGULATIONS'" (also referenced as the "Ordinance"); and

WHEREAS, thereafter, on May 26, 2021, the Mayor and Council of the City adopted Ordinance No. 2021-22, entitled "AN ORDINANCE AMENDING ORDINANCE NO. 2021-5, ENTITLED 'AN ORDINANCE ESTABLISHING A RENT LEVELING BOARD AS WELL AS RULES THAT REGULATE THE PRICE OF RENT AND RATE OF RENT INCREASE FOR CERTAIN RENTAL HOUSING WITHIN THE CITY OF ASBURY PARK, AND AMENDING AND SUPPLEMENTING THE CODE OF THE CITY OF ASBURY PARK TO ESTABLISH A NEW CHAPTER 15 THEREOF, WHICH SHALL BE ENTITLED 'RENT LEVELING REGULATIONS'" (also referenced as the "Amending Ordinance"); and

WHEREAS, since the Ordinance and the Amending Ordinance were adopted, the Mayor and Council of the City have determined that further revisions would help to clarify the intentions of the City with regard to specific provisions contained within Chapter 15 and/or would be beneficial to facilitate the implementation of Chapter 15; and

WHEREAS, the revisions are set forth below.

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

1. That Chapter 15, entitled "Rent Leveling Regulations," of the Code of the City of Asbury Park (as created via Ordinances 2021-5 and 2021-22) is hereby further amended and supplemented as follows (additions are shown with underline; deletions are shown with ~~strikeout~~):

Chapter 15. Rent Leveling Regulations.

§ 15-1. Purpose.

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

§ 15-2. Definitions.

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

"Board" shall mean the Rent Leveling Board.

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

~~"Consumer Price Index" or "CPI" shall mean a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. The "consumer price index" (all items base year 1967-100) utilized by this Chapter shall be calculated using the New York Newark Jersey City region, as published by the Bureau of Labor Statistics, United States Department of Labor.~~

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

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

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

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

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

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

"Officer" shall mean the Rent Regulation Officer.

"Registration form" shall mean the forms filed by the landlord pursuant to this Chapter.

"Rent" shall mean any price for the use of a dwelling unit. All charges that are mandatory for the dwelling unit, including but not limited to refurbishment fees, administrative fees, mandatory parking fees, sewer or water fees, etc., shall be included. Optional charges, which are chosen by tenants such as pet fees, pool fees, recreation fees, optional parking fees, and the like, shall not be included and shall not be subject to the terms of the ordinance. Enforcement fees or security fees such as late fees, bounced check fees, legal fees and costs of court for enforcement of a breach of lease agreement and increases in security deposit are also not considered "rent" for purposes of this Chapter. Security deposits and charges for accessories, such as boats, mobile homes and automobiles not used in connection with the dwelling unit, shall not be construed as "rent."

"Rent increase, rent decrease, and rent adjustment" shall mean the intent and policy of the governing body to interfere in landlord-tenant relations and legitimate operation ownerships, occupancy and development of real estate, only when necessary to protect the public interest.

"Rent increase," "Rent decrease" and "rent adjustments" shall consist in the first instances of the notice sent by the landlord to the tenant, or by the tenant to the landlord, in letter or other form, setting forth the proposed notice of "rent increase," "rent decrease" or other "rent adjustment."

"Rent Leveling Board" shall mean the body created to ~~administer this ordinance~~ hear appeals and undertake such other actions as set forth in Section 15-15 of this Chapter.

"Rent Regulation Officer" shall mean the person responsible to oversee day to day operations of the policies enacted by this ordinance, as well as ~~to take those actions set forth in Section 15-16 of this Chapter.~~ any other duties as directed by the Rent Leveling Board.

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

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

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

§ 15-3. Applicability.

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

11. Dwellings in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged.
 12. Any dwelling for which a landlord has successfully obtained a short-term rental permit pursuant to the City of Asbury Park's Short-Term Rental (STR) Ordinance (City Code § 13-1300).
- B. A dwelling being rented for the first time shall not be restricted in the initial rent charged. Any subsequent rental increases, however, shall be subject to the provisions of this Chapter.

§ 15-4. Rental Registration.

- A. All landlords of dwellings which are subject to the provisions of this Chapter shall initially file with the City Clerk/Rent Regulation Officer, within thirty (30) days from the effective date of this Chapter by February 1, 2022 and annually thereafter, by February 1 of the then current year, a complete and updated DCA Multiple Dwelling Registration or Landlord Registration Form, as well as a Tenant Lease Property Information Form (and any necessary supporting information). This form shall be available at the City Clerk's Office.

1. Landlord Registration Form.

The Landlord Registration Form shall include, at a minimum, the following:

- a) Full name, address, mobile phone number and email of the landlord;
- b) If an entity, the Registered Agent;
- c) Full name, address and mobile phone number of president/managing member, if applicable;
- d) This form will collect data including, but not limited to, personal contact information of all individuals that have an ownership, financial or management interest for all entities and principals for the property subject to this ordinance;
- e) Name and phone number of Superintendent, if applicable;
- f) All services provided to the building, if applicable;
- g) Name and phone number of utility company.

2. Tenant Lease Property Information Form.

The Tenant Lease Property Information Form shall include, at a minimum, the following:

- a) Tenant name, phone number and Unit Number;
- b) Number of bedrooms;
- c) Square footage;
- d) Lease Type (Annual/Month-to-Month);
- e) Lease Start and End Date;

- f) Base rent;
- g) Annual Increase Percentage;
- h) Senior Citizen (Y/N).

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

§ 15-5. Transition from rent regulation by preempting governmental agency to regulation of this Chapter.

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

§ 15-6. Precedence of Ordinance.

- A. Should a lease entered into subsequent to the effective date of this Chapter between a landlord and a tenant prove to be in conflict with the within Rent Leveling regulations, the within regulations shall take precedence where the within regulations are more restrictive.

§ 15-7. Rent Increase.

- A. Establishment of rents between landlord and tenant in a dwelling unit to which this Chapter is applicable shall hereafter be determined by the provisions of this Chapter.
- B. At the expiration of a lease or at the termination of the lease of a periodic tenant, no landlord may request or receive an increase greater than ~~the percentage increase in the Consumer Price Index (CPI) or three and one-half percent (3.5%), whichever is greater. The use of CPI shall be based upon the maximum increase during fifteen (15) months prior to the month of the proposed rent increase to three (3) months prior to the month of the proposed rent increase. For example, if the CPI increase for the applicable period is five percent (5%), the rent increase may not exceed five percent (5%). If the CPI increase for the applicable period is two percent (2%), the rent increase may not exceed three and one-half percent (3.5%).~~
- C. The rent resulting from the imposition of any increase provided hereunder may be rounded to the nearest dollar with regard to the final step of calculation only. Calculation of

percentages shall be calculated out two decimal points only and then dropped and not rounded.

- D. No landlord shall request or receive more than one annual rental increase during a twelve (12) month period per dwelling unit unless said dwelling becomes vacant through lawful means.
- E. The allowable annual increase will not be permitted if the dwelling is not in substantial compliance and/or if the landlord has not met the rental registration requirements as specified in this Chapter.
- F. Any rental increase at a time other than at the expiration of a lease or termination of the periodic lease shall be void. Any rental increase in excess of that authorized by the provisions of this Chapter shall be void. Determinations under this section shall be made by the Board.

§ 15-8. Vacancy Decontrol.

- A. Upon the voluntary, uncoerced or court authorized termination of a tenancy, during or at the end of any lease, the rent shall be decontrolled and the rent may be raised by the landlord without regard to the limitations imposed by this Chapter, subject to the provisions set forth below. The rent to be charged to a new tenant, as well as the rent previously charged for the same space, shall be reported to the Rent ~~Leveling Board~~ Regulation Officer within fifteen (15)-twenty-five (25) days of renting the space. Upon being re-rented, the rental space shall be considered recontrolled to the same extent and under the same conditions as any space originally controlled.
- B. Failure to report the information required within the fifteen (15)-twenty-five (25) days specified shall result in the rental space remaining controlled to the same extent and under the same conditions as if it had not been vacant and any rental charged the new tenant in excess of that controlled rate shall be void.
- ~~B.C.~~ Any property which has received a hardship rent increase, as provided in Section 15-10 of this Chapter, shall be prohibited from receiving a vacancy decontrol increase in rent for a period of three (3) years.

§ 15-9. Tax Appeal; Reduction.

- A. In the event a tax appeal is taken by the landlord and the landlord is successful in the appeal and the tax is reduced, the landlord shall remit, and the tenant shall receive 50% of the reduction as applied to its tax portion, after deducting all expenses incurred by the landlord in prosecuting the appeal.
- B. A tenant who has resided in a dwelling unit for less than the entire tax year to which a reduction pertains (hereinafter "tax year") shall be entitled to receive a percentage of the tax refund pertaining to his dwelling unit that is equivalent to the percentage of the tax year which the tenant resided in the dwelling unit.

- C. Within 45 days of receipt by the landlord of the monies or the crediting of such monies against the landlord's outstanding taxes, the landlord shall notify and provide each tenant of such tax reduction. The notification shall include the calculations involved in computing the tenant's credit, including the property tax for the dwelling unit before the appeal, the reduced property tax for the dwelling unit after the appeal, the number of square feet of the dwelling subject to the lease between the tenant and landlord, the tax decrease per square foot of dwelling unit, the number of square feet occupied by the tenant, the credit to which the tenant is entitled, and how it is being credited to the tenant.
- D. The landlord shall provide the Board a copy of the notification to the tenant, including but not limited to the calculation.

§ 15-10. Appeal by Landlord.

- A. In the event that a landlord cannot receive a fair return after having received the increase provided in this Chapter, they may appeal to the Rent Leveling Board for increased rental. The Board may grant a hardship appeal rent increase to meet this requirement. The landlord must provide evidence according to the standards recognized at law for determining fair return. The Board will rely upon the recognized standard that a landlord should receive a net operating income of at least 40% of the gross annual income after deducting reasonable and necessary operating expenses, in the absence of an adequate showing that utilization of this standard will result in an unfair return to the landlord. Operating expenses shall not include mortgage principal or interest payments, depreciation or amortization. Any hardship appeal increase granted by the Board will take the place of the annual permitted rent increase and shall be equally prorated to all units within the structure thirty (30) days after the decision of the Rent Leveling Board, provided that no increase shall take effect with regard to any tenant who has a written lease until the expiration of the lease unless the lease provides otherwise.
- B. Landlord may seek additional surcharges for major capital improvements or services. To qualify for a major improvement surcharge, claimant must show a benefit to the tenant, in the form of improved lifestyle, convenience, ease and/or security. The landlord must notify each tenant of the total cost of the completed capital improvement or service, the number of years of useful life of the improvement as claimed by the landlord for purposes of depreciation for income tax purposes, the cost of the improvement, the total number of square feet to the dwelling or garden apartment complex, the total square feet occupied by the tenant and the capital improvement surcharge he is seeking from each tenant. The landlord seeking a capital improvement or service surcharge shall appeal for the surcharge to the Rent Leveling Board, who shall determine if the improvement is a major improvement and if so, may permit such increase to take place and may direct that the increase shall be collected in equal monthly payments spread over the useful life of the capital improvement. If the increase is granted, it shall not be considered rent and calculated in cost of living increases. In any event, no increase authorized by this section shall exceed 15% of the tenant's rent.
- C. As used in this section:

1. "Fair net operating income" shall mean the amount determined by subtracting reasonable and necessary operating expenses from gross annual income, which amount should not be less than 40% of the gross annual income.
2. "Gross annual income" shall mean all income resulting directly or indirectly from the operation of a property or building such as all rent received or collectable, including any rent from a less than arm's length transaction, the landlord's share of interest on security deposits, all earnings from commission, vending machines, late fees, pet fees, parking fees, pool fees, key charges, finder's fees, amount received from successful tax appeals, income from rebates, tax surcharges, capital improvement surcharges, computed in accordance with the provisions and limitations of this section.
3. "Reasonable and necessary operating expenses" includes all expenses incurred and paid by a landlord necessary to the operation and maintenance of the residential rental property during the period reflected in the income computed in this section, excluding mortgage, principal or interest payments, depreciation or amortization, computed with these limitations:
 - a) Taxes shall be limited to amounts actually paid, including those in escrow for appeal;
 - b) Repairs and maintenance shall be limited to arm's length transactions and shall be reasonable and necessary. Cost of service contracts shall be prorated over the period covered. Painting shall be prorated at a period of three years for the interior of dwelling units or five years for the exterior and common areas;
 - c) Purchase of new equipment shall be reflected and prorated over the useful life of the item;
 - d) Legal and auditing expenses shall be limited to reasonable and necessary costs of the operation of the property;
 - e) Management fees shall be limited to actual services performed, such as the resident manager's salary, telephone expenses, postage, office supplies, stationery, and the value of the apartment provided if included in income. In no event shall management fees exceed 5% of the first \$50,000 of gross maximized annual income, 4½ % of the next \$25,000, 4% of the next \$100,000, 3½ % of the next \$100,000, and 3% of any amount over ~~\$275,000~~~~250,000~~;
 - f) Salaries not included in management fees shall be limited to actual services performed and reasonable for similar position in the area, including rental value, if included in income and expenses and wages and benefits paid;
 - g) Advertising shall be actual costs that are reasonable to insure occupancy only;

- h) Utilities such as gas, electric, water and oil, shall derive from arm's length transactions, and the landlord shall demonstrate that all reasonable efforts to conserve energy and fuels have been used;
- i) Insurance costs shall derive from all arm's length transactions prorated over item of policies;
- j) The history of the income and expense shall be consistent with the application or fully documented as to any changes.
- k) No attorney's fees, expert fees, permit fees, parking fees, accountant's fees nor application fees incurred by a landlord in connection with any application to the Board shall be included in determining whether a landlord is entitled to any rent increases.

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

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

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

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

F. Reasonable rate of return.

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

G. If the Rent Leveling Board determines that the rental increase does not provide the landlord with a fair and reasonable rate of return, as defined herein, the Rent Leveling

Board shall have the authority to appropriately adjust the rental increase to provide the landlord with a fair and reasonable rate of return.

H. Any property owner that receives a hardship appeal increase pursuant to this Section, may not apply for vacancy decontrol for three (3) years, measured from the date of approval of the hardship appeal increase.

§ 15-11. Limitation on Increases.

- A. Since an immediate rent increase of more than twenty percent (20%) above the prior monthly rent paid by an existing tenant may be considered unconscionable and imposes a hardship on a tenant, the Rent Leveling Board shall not grant increases exceeding twenty percent (20%) in any one (1) year for any tenant.
- B. For the purpose of determining whether the rent increase exceeds twenty percent (20%) of the monthly rent, all increases in monthly payments by the tenant occurring within twelve (12) months prior to the effective date of the increase shall be added to determine if that amount exceeds twenty percent (20%) of the prior monthly rent.

§ 15-12. Rent Rebate.

- A. The landlord shall rebate to the tenant any amount of rent collected in excess of that permissible pursuant to the terms of this Chapter by crediting the tenant over a period not to exceed three (3) months with the amount of excess rent paid, or in the event the tenant is no longer in occupancy, by refunding within a one (1) month period. This provision is not intended to preclude a tenant from seeking judicial remedies under statutory or common law. If a landlord fails to return any excess collected rent to their tenant within the aforementioned relevant time periods, they will be liable to their tenant for double the unreturned balance plus attorney's fees and costs.

§ 15-13. Notice to Tenants.

- A. Any landlord seeking an annual rent increase, a lease renewal or an agreement to extend or renew leases shall provide notice of said action in writing to the tenant at least sixty (60) days prior to the effective date of increase renewal, extension or other action. The landlord shall also send a separate notice by certified mail/return receipt requested or personal service to each tenant at least sixty (60) days prior to the proposed date of any hardship appeal increase or capital improvements increase, which notice shall include a copy of the application, including all exhibits supplied in connection with it. No tenant shall be required to sign any such rent increase notice, renewal or agreement to extend or renew lease until such tenant has had the opportunity to review the documents for a period of five (5) business days.
- B. Prior to any such hardship appeal to the Board for an hardship increase or capital improvements increase, a landlord must post in the lobby of each building, or if no lobby is present, in a conspicuous place in and about the premises a notice of the appeal setting forth the basis for the appeal. The notice must be posted for at least 15 business days prior to the proposed date of appeal. The landlord shall also send a separate notice by certified mail/return receipt requested or personal service to each tenant at least 15 business days

prior to the proposed date of the hardship appeal, which notice shall include a copy of the complaint filed or application, including all exhibits supplied in connection with the appeal, and the date, time and place that the hardship appeal will be heard.

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

§ 15-14. Standard of Service.

- ~~E.A.~~ During the term of ~~this-the~~ tenancy, the landlord shall maintain the same standards of service, maintenance, furnishings and equipment in the dwelling unit and dwelling as required to do by law or lease at the date the lease was entered into. In the event that the landlord fails to provide such service, tenants may petition the Rent Leveling Board for a reduction in rent, credit for reduced services and/or right of reimbursement in cases where the tenant cannot receive a benefit through credits.

B. Disclosure Statement.

1. Every landlord subject to the provisions of this Chapter shall be required to provide to each tenant a Disclosure Statement, which shall be obtained from the Rent Regulation Officer, or from the City's website. The Disclosure Statement shall include a description of the tenant's rights under this Chapter; and an acknowledgement by the landlord advising the tenant of the Truth-in-Renting Act, N.J.S.A. 46:8-43 et seq., and the statement/booklet prepared therein, which can be obtained from the New Jersey Department of Community Affairs Division of Codes and Standards, Landlord-Tenant Information Service, P.O. Box 805 Trenton, New Jersey 08625. The landlord shall post the Disclosure Statement, in a conspicuous place, in the common area of the building;
2. The Disclosure Statement is to be signed and dated by the tenant and filed by the landlord with the Rent Regulation Officer. In the absence of a Disclosure Statement that is signed and dated by the tenant, a landlord may also establish proof of service of the Disclosure Statement by filing both a copy of the Disclosure Statement and a receipt indicating that the Disclosure Statement was delivered and received by the tenant via certified mail.
3. The Rent Regulation Officer shall be authorized to prepare and revise the Disclosure Statement as needed in an effort to comply with the intention and purpose of this section. Any revised Disclosure Statement shall be approved by the City ~~Manager or their designee~~Council.

§ 15-15. Rent Leveling Board.

A. Rent Leveling Board Created.

1. There is hereby created a Rent Leveling Board, also referenced as the "Board", to administer this Chapter under the direction and supervision of the Department of

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Finance or other Department as designated by the City Manager of the City of Asbury Park. The Board shall be subject to the Open Public Meetings Act.

2. The Board shall consist of seven (7) regular and two (2) alternate members appointed by the Municipal Council via resolution. The regular members of the Board shall consist of not less than two (2) tenants and not less than two (2) landlords. All members shall be either a resident of the City of Asbury Park and/or an owner of property in the City of Asbury Park. Alternate members shall be designated at the time of appointment as "Alternate No. 1" and "Alternate No. 2." Alternate members may participate in discussions of the proceedings but may not vote except in the absence or disqualification of a regular member. A vote shall not be delayed in order that a regular member may vote instead of an alternate member. In the event that a choice must be made as to which alternate member is to vote, Alternate No. 1 shall vote.
3. ~~The regular members of said Rent Leveling Board shall serve three year terms following the initial appointments. The initial Board member terms of the regular members shall be staggered with two (2) members serving three (3) year terms, two (2) members serving two (2) year terms, and three (3) members serving one (1) year terms. All terms of regular members beyond the initial term shall be for three (3) years each. The initial terms of the alternate members shall be staggered with one (1) member serving for a two (2) year term and one member serving for a three (3) term. All terms of alternate members beyond the initial term shall be for three (3) years each.~~

The initial appointments of regular and alternate board members shall be for a term to expire on 12/31/21. Thereafter, the terms of the regular members of the Rent Leveling Board shall be staggered with two (2) members serving three (3) year terms, two (2) members serving two (2) year terms, and three (3) members serving one (1) year terms. All terms of regular members thereafter shall be for three (3) years each. The terms of the alternate members, after the initial appointment, shall be staggered with one (1) member serving for a two (2) year term and one member serving for a three (3) year term. All terms of alternate members thereafter shall be for three (3) years each.
4. A quorum for a hearing shall consist of not less than four (4) members.
5. One (1) member shall be elected chairperson for a one (1) year term at the first meeting of the calendar year by the Board members. One (1) member shall be elected vice-chairperson for a one (1) year term at the first meeting of the calendar year by the Board members.
6. Decisions of the Board may be rendered by a majority of members present, so long as the Board has a quorum.
7. No Board member shall be permitted to act on any matter in which he has either directly or indirectly any personal or financial interest.

8. Municipal Council may remove any member of the Board for cause upon written charges served upon the member after a hearing thereon at which the members shall be entitled to be heard and represented by counsel.
9. A vacancy during the term of any member shall be filled for the unexpired portion thereof only in the same manner as the initial appointment.
10. Candidates for the positions of Rent Leveling Board member and Rent Regulation Officer shall submit a verified statement listing all of their interests and dealings in real property, including but not limited to the ownership, sale, rental or management thereof, employment, and their investment in, membership in or association with partnerships, corporations, joint ventures, groups, associations, syndicates or other entities engaged in the ownership, sale, rental or management of real property during the previous (3) years.

B. Attendance.

1. Whenever a member of the Rent Leveling Board has not been present at three (3) consecutive meetings of the Board, then the remaining members of the Board shall determine by a majority vote whether the absence of the member shall be excused pursuant to N.J.S.A. 40A:9-12.1(g). If the failure to attend is due to a legitimate personal concern, such as illness, the member's absence shall be excused. However, if the Board determines that the personal concern is so serious that it may affect the member's continued ability to participate at meetings, then the Board shall request the Municipal Council to determine whether the member is physically or mentally incapable of service pursuant to N.J.S.A. 40A:9-12.1(d). The Municipal Council shall review the Board's request and may replace the Board member. Replacement of the Board member shall be at the sole discretion of the Municipal Council.

C. Meetings and Dockets.

1. The Rent Leveling Board shall determine the schedule of meetings and hearings as is necessary to carry out the provisions of this ~~ordinance~~ Chapter. ~~At minimum, a meeting shall be held within every sixty (60) day period.~~ Special meetings may be scheduled at the discretion of the Board.
2. The Rent Leveling Board shall maintain and keep in its office meeting and hearing dockets. The dockets shall list the time, date, place of hearing, the names of the parties involved, the addresses of the dwellings involved, the issues involved, and positions taken, and the final disposition of the petitions heard by the Board.

D. Language.

1. All rules, notices, orders, rulings and regulations of the Rent Leveling Board shall be printed in English and Spanish. Information disseminated to the public by the Board shall be disseminated in English and Spanish. At the request of a Board member or involved party, provision shall be made for concurrent oral translation into Spanish of any hearings or meetings of the Board.

E. Rights and authority of the Board.

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

F. Appeals of Rent Leveling Board Decisions.

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

§ 15-16. ~~Rent Regulation Officer~~Staff.

- A. **Rent Regulation Officer.** The position of Rent Regulation Officer, in the Department of Finance ~~or other Department~~Community Development, is hereby created, and the individual serving in this position shall be~~and compensated based on existing salary controls and provisions within the Department. as determined by the City Manager, is hereby created.~~ The Rent Regulation Officer shall be ~~hired or designated by the City Manager and compensated based on existing salary controls and provisions within that Department.~~under the direction and supervision of the Director of Community Development, or their designee.

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

- ~~C.~~ a) To require, obtain, keep and maintain all relevant records and other _____ data and information.
- b) To supply information and assistance to landlords and tenants and to bring together tenants and landlords in formal conferences and suggest resolutions of conflicts between them in order to assist them in complying with the provisions of this Chapter.
- ~~2.c)~~ To ensure compliance by the landlord and tenants with the provisions of this Chapter.
- ~~3.d)~~ To remedy violations of this Chapter as provided by this Chapter.
- ~~4.e)~~ To accept, process, investigate and determine complaints from tenants as provided for in this Chapter.
- ~~5.f)~~ To accept, process, review and investigate applications from landlords as provided for in this Chapter.
- ~~6.g)~~ To coordinate and supervise all staff associated with the operation of this ordinance.
- ~~7.h)~~ To attend all meetings of the Rent Leveling Board.
- ~~8.~~ ~~To perform such other duties as the Rent Leveling Board may specifically direct and as allowed by this Chapter.~~
- ~~9.~~ ~~Any determination of the Rent Regulation Officer under this section or such duties as may be delegated to him/her by the Rent Leveling Board or his/her designee, by regulation, will be rendered by the officer or designee, in writing.~~

- i) To prepare meeting agendas for the Board in consultation with the Chair.
- j) To review Rent Information Forms and applications by tenants and landlords to confirm conformity with this chapter and to obtain additional documentation as necessary.

~~D2.~~ Any person aggrieved by a determination of the Rent Regulation Officer may appeal to the Rent Leveling Board, which may sustain, vacate, modify or reverse said determination. An appeal shall be filed no later than forty-five (45) calendar days after the date that the determination is issued. The appeal shall be in the form detailed herein, and shall be accompanied by the fee as set forth in this Chapter.

~~E3.~~ Upon receipt of the appeal setting forth in detail the grounds for the appeal of a determination by the Rent Regulation Officer and the required fee, the matter shall be placed upon the Rent Leveling Board agenda within sixty (60) days of receipt. During the pendency of the appeal, the rent for the subject unit shall be the rent as established by the Rent Regulation Officer.

B. Additional Staff. Additional staff, as needed, shall be hired or designated by the City Manager and compensated based on existing salary controls and provisions within the relevant Department.

C. Special Counsel. The Mayor and Council may appoint special counsel; to advise the City regarding the implementation of this Chapter, and to provide legal services to the Rent Regulation Officer and the Board. Special counsel will serve under the direction and supervision of the Mayor and Council, the City Manager and their subordinate designees.

§ 15-17. Fees for application and proceedings.

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

§ 15-18. Violations and penalties.

- A. A violation of any provisions of this Chapter, including but not limited to the making of any material misstatement of fact to the Rent Leveling Board or Rent Regulation Officer, or a determination by the Rent Leveling Board that a landlord caused a dwelling unit to be

vacated by unlawful means or ~~unconscionably~~ raised a tenant's rent in violation of this Chapter, or that a landlord rented to a tenant without filing a Landlord Registration Form for the unit, shall result in the violator being subject to a fine ~~assessed by the Rent Leveling Board~~ in an amount not to exceed two thousand dollars (\$2,000) per dwelling unit. The Rent Regulation Officer is hereby authorized to issue charges to be heard in the Municipal Court.

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

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

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

I, MELODY HARTSGROVE, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2021-XX which was finally adopted by the City Council at a meeting held on the day of , 2021.

MELODY HARTSGROVE
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, December 22, 2021
REGULAR MEETING

Executive Session - 5:30 p.m.

1. Resolution Authorizing a meeting which excludes the public

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

1. Attorney-Client Privilege

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	
Melody Hartsgrove	City Clerk	Present	
Donna Vieiro	City Manager	Present	
Frederick Raffetto	City Attorney	Absent	

City Clerk Melody Hartsgrove called the meeting to order at 6:00 PM.

2. Silent Prayer/Moment of Reflection
3. Salute to the Flag
4. Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS

Director of Recreation, Leesha Floyd presented Special Events applications to Mayor and Council.

ITEMS TO BE PRESENTED:

Transportation Update-Michael Manzella, Director of Transportation
Deputy City Manager, Michael Manzella and Transportation Manager, James Bonanno presented transportation updates.

Matters from City Council

Council member Chapman stated, I want to wish everybody a Merry Christmas, a Happy Holiday, a Happy Kwanzaa, a happy weekend, whatever it is that you'll be doing this weekend. Stay safe, take care of yourselves, and take care of each other.

Council member Clayton stated, I would like to express my appreciation to all of the organizations, the churches, the people who come forth to help our community and everyone in our community to have a Merry Christmas. I am deeply appreciative of all the efforts and the community has really come forth, so thank you and Happy Holidays.

Council member Kendle stated, basically everything that's been said, but I like to hear it from myself sometimes. This council has worked hard all year long and done a beautiful job. A lot of times things you don't agree to and a lot of things you might now understand. I just want to wish you all a happy and healthy holiday and everyone stay safe. Continue to come out and see us next year.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, before I wish everyone a happy holiday and Merry Christmas, whatever you celebrate, I've got to plea and beg. Hey guys, please look at the news, read the papers, COVID is coming back, there's no question about it. Let's not go backwards. Please continue to wear your masks, please if you haven't gotten your vaccination get your vaccinations, if you haven't gotten your booster get your booster. It's not just a question about helping others, it's a question about helping yourselves. I wish everyone a Happy Holidays and a Merry Christmas. I want to also wish that next year. If we don't confront this now and don't stay vigilant, we're going to be doing this a year from now. Again, Happy Holidays and everyone please, please, please get your shots, wear your masks, and everyone have a great holiday. Just be careful, be safe, is all I can say, just stay safe.

Matters from City Manager

City Manager, Donna Vieiro stated I just want to echo what Mayor Moor said about being safe. When you come visit us here at City Hall, we ask that you all wear your mask and respect one another and our employees because we've had a long year and half, as we've all had. I'd just like to thank all the city employees for coming to work every day and being dedicated to being great public servants that they are, and to continue being safe and healthy throughout the year.

Mayor Moor stated, I just want to add one thing and echo what Donna said. I thank all the city employees: police, fire, DPW, city hall staff, social services, senior center, if I forget someone I apologize. Most importantly I thank Donna and Michael for keeping this together during this year that's been very challenging for anybody. Asbury Park is a challenge during a good year so picture and abnormal year, and how challenging it is. Donna and Michael thank you for everything you've done this year.

Matters from City Attorney

City attorney representative, Kevin Kennedy had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Kendle and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Kathleen Mumma asked a question about virtual meetings and made a comment about rent leveling; Felicia Simmons made a comment about police and mental health; Andrea Goldman, Tracy Rogers, Matthew Sigman, Ron Simoncini, Derek Bloom, and Linda Philips made comments about rent leveling. A motion to close the meeting to the public was made by Council member Chapman and seconded by Council member Kendle. All were in favor.

MINUTES

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

1. Municipal Council-Executive Meeting Dec 8, 2021 4:00 PM
2. Municipal Council - Regular Meeting - Dec 8, 2021 6:00 PM

CONSENT AGENDA RESOLUTIONS

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

2021-524 Resolution Approving Special Event Applications

2021-525 Resolution to Refund Overpaid Property Taxes Block 3705 Lot 7.512-C0012 Property located at 300 Deal Lake Dr, #PU12

2021-526 Resolution to Refund Overpaid Property Taxes on Block 1504, Lot 8 located at 1516-1518 Sewall Avenue

INDIVIDUAL RESOLUTIONS

2021-516 Resolution of the City of Asbury Park Referring the Proposed “Redevelopment Plan for 1201 Memorial Drive, City of Asbury Park Monmouth County, Block: 203, Lot 5 dated November 30, 2021, in Accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A

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

2021-527 Resolution Approving Payment of Bills

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

2021-530 Resolution Authorizing Repairs Needed at the Fire Department

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

2021-531 Resolution Awarding of a Contract to Millennium Communications Group for Camera Repairs at Various Location Citywide

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

2021-532 Resolution authorizing the amendment of repairs to the 2018 Ford Explorer Police Interceptor Vehicle

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

2021-533 Resolution Authorizing the Purchase of Uniforms for the Police Department

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

2021-534 Resolution Authorizing the Reprogramming of 2019 CDBG Funds to be Used For A Food Assistance Program

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

2021-535 Resolution Approving Funds to Fulfill Food Bank of Monmouth and Ocean County for Emergency Food Assistance for Residents of Asbury Park with Community Development Block Grant (CDBG/CV) Funds

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

2021-536 Resolution Authorizing the Mayor and City Council to Execute a Subordination of Mortgage for Laura and Jorge Bonifaz for Property Located at 915 Sunset Avenue.

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

2021-537 Resolution Authorizing Purchase of a Custom Fabricated City of Asbury Park Sign

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

ORDINANCES

Second Reading/Public Hearing

2021-39 Ordinance Establishing Salary Ranges for Employees of The City of Asbury Park

A motion to open 2021-39 to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Peter Siegel. A motion to close 2021-39 was made by Mayor Moor and seconded by Deputy Mayor Quinn.

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

2021-40 An Ordinance Amending Chapter 15, Entitled “Rent Leveling Regulations,” of the Code of The City of Asbury Park

A motion to open 2021-40 to the public was made by Council member Kendle and seconded by Deputy Mayor Quinn. All in favor. The following members of the public spoke: Wendy Smith, Alexander Krasutsky, Ms. Davis, Chris Hubert, Colleen Camilo, Ms. Antonucci, Matt Daniels, Brian Hutchinson, Felicia Simmons, Ron Simoncini, and Peter Siegel. A motion to close 2021-40 was made by Council member Kendle and seconded by Deputy Mayor Quinn.

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

ADJOURNMENT

The meeting was adjourned at 7:50 PM

A motion to close the meeting was made by Council member Chapman and seconded by Council member Kendle. All in favor. Meeting was adjourned at 7:52 PM

Respectfully submitted by:

Melody Hartsgrove, Deputy City Clerk