



Agenda
Meeting of the Municipal Council
Monday, December 23, 2024
REGULAR MEETING 6:00 PM

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

2024-522 Resolution Authorizing a meeting which excludes the public

A. Public Safety

1. Police Monthly Report November 2024

B. Contract Negotiations

1. Workforce Development -Subsequent Developer Agreements
2. Block 3904, Lot 1, 110 First Avenue – Financial Agreement
3. SHN Festivals, LLC - Use and License Agreement
4. Purchase and Sale of Home Plate Properties - Asbury Park Housing Authority

C. Attorney-Client Privilege

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

Call to Order/Roll Call

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

As to comply with the “Open Public Meetings Act,” Chapter 231, P.L. 1975, adequate Notice of this meeting has been provided in the following manner: The Annual Notice was forwarded to the Asbury Park Press, The Coaster and The Star Ledger on January 22, 2024, and posted on the bulletin board the same date. All notices are on file with the City Clerk.

Items to be Presented:

Matters from City Council

Matters from City Manager

Matters from City Attorney

III. **Regular Meeting**

A. Public Participation

B. Minutes

- Municipal Council- Executive Meeting December 11, 2024 3:00 PM
- Municipal Council - Regular Meeting - Dec 11, 2024 6:00 PM

C. Individual Resolutions

2024-523 Resolution Approving Payment of Bills

2024-499 Resolution Authorizing a Professional Services Contract with T&M Associates for Design, Contract Administration and Inspection of Traffic Signal Installation at Grand and Sunset Avenues

2024-517 Resolution of The City of Asbury Park Adopting The Community Energy Plan (CEP) As Part Of The New Jersey Board Of Public Utilities CEP Grant Program

2024-524 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2024 Budget

2024-525 Resolution Authorizing Support From Local Governing Body Authorizing A Grant Application (Green Communities Grant) To Provide Funding For A Licensed Tree Expert Or Other Qualified Professional To Develop A Community Forestry Management Plan (CFMP) And Conduct A Tree Inventory Of Trees On City Public Property

2024-526 Resolution of Support from Local Governing Body Authorizing a 2024 Grant Application to provide funding for the Environmental Shade Tree Commission (ESTC)

2024-527 Resolution Of The Municipal Council Of The City Of Asbury Park Authorizing The Submission Of An Application To The New Jersey Urban Enterprise Zone Authority For Enterprise Zone Assistance Funds For The UEZ Program Administrative Expenses

2024-528 Resolution Awarding the Bid for Solid Waste Collection Services to DeLisa Demolition Inc

2024-529 Resolution Authorizing the Purchase and Installation of a New Electronic Gate Needed at the Department of Public Works

2024-530 Resolution Authorizing the Purchase of a New Emergency Electric Generator for DPW

2024-531 Resolution Approving Change Order #4 for the 2022 Roadway Improvement Program

2024-532 Resolution Authorizing the Repairs to the 2017 Ford Police Interceptor Vehicle #28

- 2024-533 Resolution Amending a Contract with G.M.H. Associates for Thickener Mechanism and Drive Units Needed at the Wastewater Treatment Plant
- 2024-534 Resolution Authorizing Second Amendment To Lease Agreement With New Cingular Wireless PCS, LLC
- 2024-535 Resolution Authorizing The Execution Of An Amended Agreement With Visiting Nurse Association Of Central Jersey For Public Health Nursing Services
- 2024-536 Resolution Authorizing Geese Management at Sunset Park for 2025
- 2024-537 Resolution Authorizing Geese Management at Wesley Lake for 2025
- 2024-538 Resolution Of The City Of Asbury Park Authorizing The Circulation Of A Preliminary Official Statement And Final Official Statement In Connection With The Sale Of Certain Bond Anticipation Notes Of The City And Approving A Continuing Disclosure Undertaking With Respect To Said Notes, And Authorizing And/Or Ratifying Other Actions In Connection Therewith
- 2024-539 Resolution Appointing Kevin Starkey. Esq., of the firm of Starkey, Kelly, Kenneally, Cunningham, Turnbach & Yannone to Serve as Municipal Attorney for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

D. Ordinances

1. Second Reading/Public Hearing

2024-32 2024 Transportation Update Ordinance

E. Adjournment

**RESOLUTION NO. 2024-522****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 23, 2024 at 6:00 PM in the Council Chambers located at 1 Municipal Plaza, Asbury Park, New Jersey, that will be limited only to consideration of an items or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

A. Public Safety

1. Police Monthly Report November 2024

B. Contract Negotiations:

1. Workforce Development - Subsequent Developer Agreements
2. Block 3904, Lot 1, 110 First Avenue – Financial Agreement
3. SHN Festivals, LLC - Use and License Agreement
4. Purchase and Sale of Home Plate Properties - Asbury Park Housing Authority

C. Attorney-Client Privilege:

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

LISA ESPOSITO
CITY CLERK



Minutes
Meeting of the Municipal Council
Wednesday, December 11, 2024
REGULAR MEETING

Executive Session - 3:00 p.m.

2024-501 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Lillian Nazzaro	City Manager	Absent	
Frederick Raffetto	City Attorney	Present	
Lisa Esposito	City Clerk	Present	
John Hayes	Deputy City Manager	Present	

City Clerk Lisa Esposito called the meeting to order at 6:02 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

SPECIAL EVENT APPLICATIONS:

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

Minutes Acceptance: Minutes of Dec 11, 2024 6:00 PM (Minutes)

ITEMS TO BE PRESENTED:**Matters from City Council**

Council member Ahbez-Anderson stated, Good evening, everyone, just wanted to take this time to wish each and every one of you a happy holiday.

Council member Chapman stated, I just wanted to remind everyone that the Kwanza celebration is on the 14th at the Asbury Park Senior Center at noon, and the tree lighting in Springwood Park is at 5:00 PM also on the 14th, I hope to see you all there.

Council member Clayton had no matters at this time.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor had no matters at this time.

Matters from City Manager

Deputy City Manager, John Hayes had no matters at this time.

Matters from City Attorney

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

1. City of Asbury Park 2025 Reassessment Summary Presentation
2. Presentation by The Crossroads at Asbury Park, LLC for potential redevelopment of 705 Second Avenue; Block 2703, Lot 3 (the former Holy Spirit Church)

PUBLIC PARTICIPATION

A motion was made by Deputy Mayor Quinn and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public spoke: Daniel Sceannimeo made a comment about the Holy Spirit Church presentation, and school taxes; Michael Sodano made a comment about the Holy Spirit Church presentation; Tom DeSeno made a comment about the Holy Spirit Church presentation; Kerry Butch made a comment about affordable housing and the Holy Spirit Church presentation; and Polli Schildge made a comment about pedestrian walkways and the Holy Spirit Church presentation.

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

MINUTES

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

1. Municipal Council- Executive Meeting November 26, 2024 4:00 PM

2. Municipal Council - Regular Meeting - Nov 26, 2024 6:00 PM **Accepted**

CONSENT AGENDA RESOLUTIONS

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Eileen Chapman, Councilmember
SECONDER:	John Moor, Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-502 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 2024 Budget of the City of Asbury Park Pursuant to N.J.S.A. 40A:4-87 (Chapter 159) - Senior Center Grant Additional Funds \$1,000.00

2024-503 Resolution to Refund Overpaid Municipal Charges for Various Properties

2024-504 Resolution To Prorate And Cancel Taxes For Block 4201 Lot 4.01

2024-505 Resolution Approving Special Event Applications

INDIVIDUAL RESOLUTIONS

2024-506 Resolution Approving Payment of Bills

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

2024-507 Resolution Providing for 2025 Temporary Budget Appropriations

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

2024-508 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2024 Budget

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

2024-509 Resolution Authorizing Change to Tax Collector Change Fund

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

2024-510 Resolution Authorizing the Purchase of Natural Gas Supply Service for Public Use on an Online Auction Website

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

2024-511 Resolution Authorizing the Repairs Needed to the John Deere Front End Loader at the Department of Public Works

RESULT: ADOPTED [4 TO 1]
MOVER: Yvonne Clayton, Councilmember
SECONDER: Angela Ahbez-Anderson, Councilmember
AYES: Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, Amy Quinn
NAYS: John Moor

2024-512 Resolution Authorizing the Annual Renewal of the Nixel Notification System for the Police Department

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

2024-513 Resolution Authorizing Purchase of Spare Parking Kiosk Parts Needed for Transportation

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

2024-514 Resolution Authorizing the Purchase of Rescue Equipment known as the Jaws of Life for the Fire Department

RESULT: ADOPTED [4 TO 1]
MOVER: Angela Ahbez-Anderson, Councilmember
SECONDER: Yvonne Clayton, Councilmember
AYES: Angela Ahbez-Anderson, Eileen Chapman, Yvonne Clayton, John Moor
NAYS: Amy Quinn

2024-515 Resolution Approving Change Order #6 for the New Fire Department Headquarters

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

2024-518 Resolution of The Mayor And City Council Of Asbury Park Authorizing The City Of Asbury Park To Enter Into A Subsequent Developer Agreement With Asbury Partners, LLC And Asbury Redeveloper, LLC Regarding Residential Development On Block 4302, Lot 2 (201-203 Eighth Avenue) And Referring The Matter To The Planning Board For Appropriate Approvals

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

2024-519 Resolution Authorizing Federal Aid Cost Reimbursement Agreement Between the City of Asbury Park and The New Jersey Department of Transportation for Construction of the TAP SR71 Main Street Streetscape Project

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

2024-520 Resolution of The Mayor And Council Of The City Of Asbury Park, Approving A Pilot Agreement With Asbury Park Gardens Preservation, LLC For The Vita Gardens Apartment Complex And Stephen Manor at 120 Monmouth Avenue (Block 1202, Lot 1 and Block 1204, Lot 1)

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

2024-521 Resolution Scheduling The City's 2025 Reorganization Meeting For January 15, 2025

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

2024-499 Resolution Authorizing a Professional Services Contract with T&M Associates for Design, Contract Administration and Inspection of Traffic Signal Installation at Grand and Sunset Avenues

RESULT:	TABLED [UNANIMOUS]
	Next: 12/23/2024 6:00 PM
MOVER:	Eileen Chapman, Councilmember
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ORDINANCES

Introduction

2024-32 2024 Transportation Update Ordinance

RESULT:	INTRODUCED [UNANIMOUS]
	Next: 12/23/2024 6:00 PM
MOVER:	John Moor, Mayor
SECONDER:	Amy Quinn, Deputy Mayor
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

ADJOURNMENT

The meeting was adjourned at 7:13 PM

A motion to close the meeting was made by Deputy Mayor Quinn and seconded Council member Chapman. Meeting adjourned at 7:13 PM.

Respectfully submitted by:

Lisa Esposito, City Clerk

Minutes Acceptance: Minutes of Dec 11, 2024 6:00 PM (Minutes)



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-523

Payment of Bills 12-23-24 Bill List \$3,547,686.39



RESOLUTION NO. 2024-523

**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 \$3,547,686.39

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>3,547,686.39</u>
TOTAL VOUCHERS	\$ <u>3,547,686.39</u>

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-523 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
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: 3-First to 4-zz-zz-zzz-zzz-zzz Bid: Y State: Y Other: Y Exempt: N
 Rcvd Batch Id Range: First to Last Encumbrance Date Range: First to 12/31/24 Include Non-Budgeted: N
 Vendors: All
 Department Page Break: No Subtotal CAFR: Yes Subtotal Department: Yes Subtotal Extd: Yes

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

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

3-07-55-502-000-231	SEWER UTILITY O/E: Lab Supplies					
GRAING	GRAINGER, INC.	24-03078	D Battery Lithium	98.73	0.00	
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			98.73		
	Department Total: UTILITY OE			98.73		
	CAFR Total:			98.73		
	Fund Total: SEWER UTILITY: BUDGET:			98.73		
	Year Total:			98.73		

Fund: CURRENT
 Department: ADMINISTRATION
 Extd: ADMINISTRATION

4-01-20-100-000-202	ADMINISTRATION Office Supplies					
SIGSEA	SIGNS,SEALED & DELIVERED, INC.	24-03105	Vinyl Wrap and Lettering	125.00	0.00	
AMAZO005	AMAZON.COM SERVICES	24-03454	Tables & Tableclothes	39.95	0.00	
				164.95		

4-01-20-100-000-209	ADMINISTRATION Professional Services					
SUREN005	SURENAN, EDWARDS, BUZAK &	24-03429	October 2024 Fees	8,939.08	0.00	
KYLEM005	KYLE MCMANUS ASSOCIATES LLC	24-03439	Invoice 6426 Council General	588.00	0.00	
AMAZO005	AMAZON.COM SERVICES	24-03454	Tables & Tableclothes	224.05	0.00	
MONCLE	MONMOUTH COUNTY CLERK	24-03513	Discharge of Mortgages	16.00	0.00	
				9,767.13		

4-01-20-100-000-216	ADMINISTRATION Training					
INSFOR	INSTITUTE FOR PROFESSIONAL	24-03493	Disciplinary Webinar-Lilly N.	50.00	0.00	

4-01-20-100-000-242	ADMINISTRATION Wellness Committee					
INTNEI	INTERFAITH NEIGHBORS,INC.	24-03495	Kula Farm Greenhouse 12/12/24	200.00	0.00	
	Extd Total: ADMINISTRATION			10,182.08		
	Department Total: ADMINISTRATION			10,182.08		

Department: MUNIC CLERK
 Extd: MUNICIPAL CLERK

4-01-20-120-000-217	MUNICIPAL CLERK Ads&Promotion					
GANN005	GANNETT NEW YORK/NEW JERSEY	24-03535	#10828397 Exec time change	45.56	0.00	

4-01-20-120-000-238	MUNICIPAL CLERK Contractual					
GRALLC	GRANICUS, LLC	24-03039	INVOICE #192373 NOVEMBER 2024	793.42	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-20-120-000-238 PARKE005 PARKER MCCAY, PA	MUNICIPAL CLERK Contractual 24-03465 INV #3191187 NOVEMBER OPRA		Continued	5,456.00 6,249.42	0.00	
	Extd Total: MUNICIPAL CLERK			6,294.98		
	Department Total: MUNIC CLERK			6,294.98		
Department: FINANCE						
Extd: FINANCIAL ADMINISTRATION						
4-01-20-130-000-202 WBMASON W.B.MASON CO., INC.	FINANCE Office Supplies 24-03504 Office supplies & calendars			84.13	0.00	
4-01-20-130-000-212 TRLIZA TRACY LIZARDI	FINANCE Dues,Subscript. 24-03494 REIMBURSEMENT CMFO RENEWAL			50.00	0.00	
4-01-20-130-000-223 1501OCE 1501 Ocean Av. Condo Assoc. Inc	FINANCE Condo Reimbursements 24-03467 4th Q 2024 Trash Reimbursement			4,908.90	0.00	
	Extd Total: FINANCIAL ADMINISTRATION			5,043.03		
	Department Total: FINANCE			5,043.03		
Department: COMPUTER MIS						
Extd: COMPUTERIZED DATA PROCESSING						
4-01-20-140-000-219 AMAZO005 AMAZON.COM SERVICES	COMPUTER DATA PROC. Equipment 24-03476 USB Cables			132.84	0.00	
	Extd Total: COMPUTERIZED DATA PROCESSING			132.84		
	Department Total: COMPUTER MIS			132.84		
Department: TAX REV ADMIN						
Extd: TAX REVENUE ADMINISTRATION						
4-01-20-145-000-217 THECOA THE NEW COASTER, LLC	TAX REV ADMIN Ads&Promotion 24-03194 TAX SALE ADS 11/21 & 11/27			100.00	0.00	
	Extd Total: TAX REVENUE ADMINISTRATION			100.00		
	Department Total: TAX REV ADMIN			100.00		
Department: TAX ASSESSOR						
Extd: TAX ASSESSOR						
4-01-20-150-000-209 JALLO005 JALLOH & JALLOH, LLC	TAX ASSESSOR Fees 24-03142 INVOICE #11501 SEPTEMBER 2024			2,205.00	0.00	
JALLO005 JALLOH & JALLOH, LLC	24-03584 INVOICE #11762 NOVEMBER 2024			105.00	0.00	
JALLO005 JALLOH & JALLOH, LLC	24-03585 INVOICE #11656 OCOTBER 2024			752.50	0.00	
				3,062.50		
	Extd Total: TAX ASSESSOR			3,062.50		
	Department Total: TAX ASSESSOR			3,062.50		

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LEGAL SERVICES						
Extd: LEGAL SERVICES						
4-01-20-155-000-209	LEGAL SERVICES Fees					
PEMLA005 PEM Law LLP		24-03524	Invoice 3149 General Employ.	11,124.00	0.00	
	Extd Total: LEGAL SERVICES			11,124.00		
	Department Total: LEGAL SERVICES			11,124.00		
Department: APTV						
Extd: CABLE TV ADVISORY COMMITTEE						
4-01-20-162-000-202	APTV Equipment					
CDWGOV CDW GOVERNMENT LLC		24-03025	IT Tool kit 1CFY3NG	90.75	0.00	
WBMASON W.B.MASON CO., INC.		24-03392	Vacuum for IT equip.	237.34	0.00	
CDWGOV CDW GOVERNMENT LLC		24-03445	Chambers video upgrade 1CG63TP	5,239.65	0.00	
				5,567.74		
	Extd Total: CABLE TV ADVISORY COMMITTEE			5,567.74		
	Department Total: APTV			5,567.74		
	CAFR Total:			41,507.17		
Department: Planning Department						
Extd: Planning Department						
4-01-21-179-000-202	PLANNING DEPT. Office Supplies					
WBMASON W.B.MASON CO., INC.		24-03412	Supply Order Planning 11.24	57.77	0.00	
4-01-21-179-000-204	PLANNING DEPT. Professional Svcs.					
CLACAN CLARKE CATON HINTZ PC		24-03409	CHH pro services 11.2024	6,000.00	0.00	
4-01-21-179-000-207	PLANNING DEPT. Training/Cert.					
MICALO MICHELE ALONSO		24-03599	REIMBURSEMENT FOR License	130.00	0.00	
4-01-21-179-000-209	PLANNINF DEPT. Planning Board Fees					
CLACAN CLARKE CATON HINTZ PC		24-03409	CHH pro services 11.2024	225.00	0.00	
JACSER JACK A. SERPICO		24-03501	ZB LEGAL SVS Serpico	1,410.00	0.00	
				1,635.00		
4-01-21-179-000-210	PLANNING DEPT. Zoning Board Fees					
CLACAN CLARKE CATON HINTZ PC		24-03409	CHH pro services 11.2024	92.50	0.00	
	Extd Total: Planning Department			7,915.27		
	Department Total: Planning Department			7,915.27		
	CAFR Total:			7,915.27		

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: LIAB INSURANCE						
Extd: LIABILITY INSURANCE						
4-01-23-210-000-209	LIABILITY INSURANCE Fees					
PMACOM	PMA MANAGEMENT CORPORATION	24-03573	Nov 2024 Billing Statements	29,585.98	0.00	
	Extd Total: LIABILITY INSURANCE			29,585.98		
	Department Total: LIAB INSURANCE			29,585.98		
Department: WORKERS COMP						
Extd: WORKER'S COMPENSATION						
4-01-23-215-000-209	WORKER'S COMPENSATION Fees					
PMACOM	PMA MANAGEMENT CORPORATION	24-03573	Nov 2024 Billing Statements	58,297.85	0.00	
	Extd Total: WORKER'S COMPENSATION			58,297.85		
	Department Total: WORKERS COMP			58,297.85		
	CAFR Total:			87,883.83		
Department: POLICE						
Extd: POLICE DEPARTMENT						
4-01-25-240-000-205	POLICE Animal Control Services					
SPCA	MONMOUTH COUNTY SPCA	24-03432	2025589 SEPTEMBER 2024 SERVICE	4,820.45	0.00	
4-01-25-240-000-207	POLICE Clothing Allowance					
AMEUNI	AMERICAN UNIFORM & SUPPLY	24-03548	Supervisor Badges	1,730.00	0.00	
4-01-25-240-000-211	POLICE HR Testing					
GNEIL	G.NEIL COMPANIES	24-03411	Gradience Attendance Software	416.00	0.00	
STATOX	STATE TOXICOLOGY LABORATORY	24-03591	random drug screening JUNE	360.00	0.00	
STATOX	STATE TOXICOLOGY LABORATORY	24-03592	new hire drug tests MAY 2024	360.00	0.00	
				1,136.00		
4-01-25-240-000-215	POLICE Miscellaneous					
ATLLOK	ATLANTIC LOCK & SAFE	24-03480	Invoice 28316 Keys and Fob	194.64	0.00	
4-01-25-240-000-218	POLICE Contract.Serv.					
WIRCOM	WIRELESS COMMUNICATIONS &	24-03491	#M62245 DECEMBER 2024	1,220.00	0.00	
THOWES	THOMSON WEST CUSTOMER SERVICE	24-03590	#851142548 DECEMBER 2024	271.22	0.00	
				1,491.22		
4-01-25-240-000-221	POLICE Ammunition					
GRAING	GRAINGER, INC.	24-02328	Lithium battery gun sites	236.90	0.00	
4-01-25-240-000-222	POLICE Training					
COUNT010	COUNTY OF MONMOUTH	24-03593	Arson invest class 11/18-19	200.00	0.00	
COUNT010	COUNTY OF MONMOUTH	24-03594	Computer crimes class 10/3-4	100.00	0.00	
COUNT010	COUNTY OF MONMOUTH	24-03595	Det skill Enhancement 10/21-25	150.00	0.00	
				450.00		

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-25-240-000-234	POLICE Retirement					
AMEUNI AMERICAN UNIFORM & SUPPLY		24-02963	retiree badge Davis & Crescio	430.00	0.00	
4-01-25-240-000-276	POLICE: PAL Expenses					
EMMAN005 EMMANUEL TRANS LLC		24-02062	PAL Summer camp bussing	2,900.00	0.00	
FITLIF FITNESS LIFESTYLES		24-02973	Rubber Hex Dumbells PAL	265.00	0.00	
MARQU005 MARQUEE CINEMAS - NJ, INC.		24-03488	Sisiter circle movie Wicked	625.80	0.00	
				3,790.80		
	Extd Total: POLICE DEPARTMENT			14,280.01		
	Department Total: POLICE			14,280.01		
Department: FIRE DEPT.						
Extd: FIRE DEPARTMENT						
4-01-25-265-000-203	FIRE DEPT. Motor Vehicle					
PMCASSOC PMC ASSOCIATES		24-03184	QTE:472300-Radio Repair	823.20	0.00	
FISONS FIS on Site Service LLC		24-03408	QTE:WM1015-8376 Pump Repairs	243.84	0.00	
NJEVEH NJ EMERGENCY VEHICLES		24-03550	QUOTE FOR 83-60 PARTS	48.90	0.00	
				1,115.94		
4-01-25-265-000-214	FIRE DEPT. Building Maintenance					
ALLSEA ALL SEASONS SERVICE		24-03301	BLANKET PO NOT TO EXCEED	182.66	0.00	B
NICEE005 NICE ELECTRIC		24-03473	IN#24-426 BREAKER PANEL REPAIR	200.00	0.00	
				382.66		
4-01-25-265-000-222	FIRE DEPT. Training					
VERALP V.E. RALPH & SON, INC.		24-03275	QTE:110180-Stretcher Batt's.	1,148.80	0.00	
4-01-25-265-000-229	FIRE DEPT. Medical Sup.					
EMSAR EMSAR		24-02776	INV# SM-196075 ANNUAL CONTRACT	3,990.00	0.00	
VERALP V.E. RALPH & SON, INC.		24-03228	Q#110080 CHILD RESUSCITATOR E.	2,306.68	0.00	
VERALP V.E. RALPH & SON, INC.		24-03274	QTE:110181-BP Machine	3,889.28	0.00	
TEALIF TEAM LIFE, INC.		24-03464	Q#18959 WEATHERPROOF AED CASE	272.00	0.00	
				10,457.96		
4-01-25-265-000-255	FIRE DEPT. Revenue Guard Fees					
CORON005 CORONIS HEALTH RCM, LLC dba		24-03303	Invoice CHRCM15097 Oct. Fees	7,169.01	0.00	
CORON005 CORONIS HEALTH RCM, LLC dba		24-03562	CHRCM15286 November Fees	6,992.39	0.00	
				14,161.40		
	Extd Total: FIRE DEPARTMENT			27,266.76		
	Department Total: FIRE DEPT.			27,266.76		
Department: PROSECUTOR						
Extd: MUNICIPAL PROSECUTOR						
4-01-25-275-000-202	PROSECUTOR Fees					
JAMBUT JAMES N. BUTLER, JR.		24-03484	prosecutor nov 2024	3,900.00	0.00	
	Extd Total: MUNICIPAL PROSECUTOR			3,900.00		
	Department Total: PROSECUTOR			3,900.00		
	CAFR Total:			45,446.77		

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

Department: STREETS & ROAD
Extd: STREETS & ROADS MAINTENANCE

4-01-26-290-000-203	STREETS & ROAD	Motor Vehicle				
SEACHE	SEACOAST CHEVROLET OLDS-	24-01739	VARIOUS PARTS BLANKET	202.07	0.00	B
CHEVAL	CHERRY VALLEY TRACTOR SALES	24-02151	VARIOUS PARTS BLANKET	52.91	0.00	B
GPCNA091	GPC-NAPA AUTO PARTS	24-03036	VARIOUS PARTS BLANKET	178.93	0.00	B
FREFOR	FREEHOLD FORD	24-03089	VARIOUS PARTS BLANKET	73.26	0.00	B
THEHOS	THE HOSE SHOP, INC.	24-03222	VARIOUS PARTS BLANKET	38.36	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-03225	VARIOUS PARTS BLANKET	1,609.97	0.00	B
EASAUT	EASTERN AUTOPARTS WAREHOUSE	24-03236	VARIOUS PARTS BLANKET	3,752.63	0.00	B
SERV1005	SERVICE TIRE TRUCK CENTERS	24-03376	#24-0163637-046 APPD TIRES	3,759.28	0.00	
				9,667.41		

4-01-26-290-000-215	STREETS & ROAD	Misc. Hardware				
UPTFAS	UP-TITE FASTNERS INC.	24-00404	Misc Hardware	197.11	0.00	B
THEHAR	THE HARDWARE STORE	24-01850	Misc Hardware	196.13	0.00	B
				393.24		

4-01-26-290-000-216	STREETS & ROAD	Carpentry Supplies				
SHEWIL	THE SHERWIN WILLIAMS CO., INC.	24-03120	Misc Paint	902.04	0.00	B
GRAING	GRAINGER, INC.	24-03307	Misc Hardware	838.22	0.00	B
				1,740.26		

4-01-26-290-000-218	STREETS & ROAD	Contract.Serv.				
AIRSYS	AIR SYSTEMS MAINTENANCE, INC.	24-00787	HVAC MAINTENANCE AGREEMENT	1,160.00	0.00	B
CONTR005	CONTROLLED GROWTH, LLC	24-03463	SERVICE RENDERED 11/19 ROUND 6	2,265.00	0.00	
THEHAR	THE HARDWARE STORE	24-03475	INVOICES FROM 8/29,9/5 & 9/18	146.98	0.00	
ROLFR005	ROLF REINALDA	24-03499	boot reimbursement 2024	200.00	0.00	
PRESPE	PREVENTION SPECIALISTS, INC.	24-03556	#35851 Random Testing 11/25/24	118.00	0.00	
				3,889.98		

4-01-26-290-000-269	STREETS & ROAD	Deal Lake Commission				
DEALAK	DEAL LAKE COMMISSION	24-03394	USDA GOOSE REMEDIATION 2024	963.60	0.00	

Extd Total: STREETS & ROADS MAINTENANCE 16,654.49
Department Total: STREETS & ROAD 16,654.49

Department: SOLID WASTE
Extd: SOLID WASTE COLLECTION

4-01-26-305-000-209	SOLID WASTE	Fees				
OHAG	OHAGAN NURSERY COMPOST DIVISIO	24-03131	#AP10252024 10/21-10/25 LEAVES	1,078.80	0.00	
COUCUR	MONMOUTH COUNTY TREASURER	24-03135	Use of Reclamation Cen. Sept.	3,261.44	0.00	
OHAG	OHAGAN NURSERY COMPOST DIVISIO	24-03206	#AP11012024 10/28-11/1 LEAVES	2,290.80	0.00	
TRECTY	TREASURER CTY OF MONMOUTH	24-03343	Disposal Rec. Center Oct. 2024	2,048.47	0.00	
OHAG	OHAGAN NURSERY COMPOST DIVISIO	24-03373	#AP11152024 11/12-11/15 LEAVES	4,932.20	0.00	
OHAG	OHAGAN NURSERY COMPOST DIVISIO	24-03399	DISPOSAL OF LEAVES BLANKET NTE	6,706.80	0.00	B
DELDEM	DELISA DEMOLITION, INC.	24-03459	CONSTR. DEBRIS 10/10 & 11/8	2,540.90	0.00	
DELDEM	DELISA DEMOLITION, INC.	24-03461	#315705 TRASH FEES 11/16-11/30	27,553.04	0.00	
MAZMUL	MAZZA MULCH, INC.	24-03472	#1498677 BRUSH DISPOSAL NOV	1,320.00	0.00	
MASREC	MAZZA RECYCLING SERVICES, LTD.	24-03514	#1499321 RECYCLING NOVEMBER	8,400.00	0.00	

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-01-26-305-000-209	SOLID WASTE Fees		Continued			
DELDEM DELISA DEMOLITION, INC.		24-03552	#315816 & 315817 CONSTR DEBRIS	<u>1,647.10</u>	0.00	
				61,779.55		
	Extd Total: SOLID WASTE COLLECTION			61,779.55		
	Department Total: SOLID WASTE			61,779.55		
Department: BUILDING & GND						
Extd: BUILDINGS & GROUNDS						
4-01-26-310-000-203	BUILDING & GND Misc. Hardware					
GRAING GRAINGER, INC.		24-01849	Misc Hardware	39.82	0.00	B
4-01-26-310-000-204	BUILDING & GND Building Supplies					
FESSE005 FESSENDEN HALL, INC.		24-02428	Plywood/Laminate City Hall	115.55	0.00	B
4-01-26-310-000-210	BUILDING & GND Building Repairs					
FELDM005 FELDMAN BROTHERS ELECTRICAL		24-01922	LIGHT POLE ACCESS COVERS	1,706.79	0.00	
AIRSYS AIR SYSTEMS MAINTENANCE, INC.		24-03572	#77142 maintenance Trans Cntr	<u>910.44</u>	0.00	
				2,617.23		
4-01-26-310-000-218	BUILDING & GND Contract.Serv.					
JDCCO005 JDC COMMERCIAL CLEANING		24-03295	Cleaning Service City Hall	1,695.00	0.00	
	Extd Total: BUILDINGS & GROUNDS			4,467.60		
	Department Total: BUILDING & GND			4,467.60		
	CAFR Total:			82,901.64		
Department: PUBLIC ASST						
Extd: SOCIAL SERVICES:						
4-01-27-345-000-206	SOCIAL SERVICES Purchase of Equipment					
CDWGOV CDW GOVERNMENT LLC		24-02855	Monitor and eq. conf room	2,537.17	0.00	
4-01-27-345-000-208	SOCIAL SERVICES Events					
RUBBRA RUBEN BRAY		24-02857	DJ for Kwanzza 12/14/24	350.00	0.00	
MARCFUCH MARC FUCHS AKA/M'ZUME		24-02858	Drummer for Kwanzaa Celebratio	150.00	0.00	
SALARM SALVATION ARMY		24-03487	Donation for Coffee Truck	<u>500.00</u>	0.00	
				1,000.00		
4-01-27-345-000-218	SOCIAL SERVICES Contract Services					
VISIT005 VISITING NURSE ASSN.OF CENTRAL		24-03069	Nurse Services August partial	2,512.00	0.00	
VISNUR VISITING NURSES ASSN. OF CENTR		24-03337	Nursing Services September 24	7,310.00	0.00	
VISNUR VISITING NURSES ASSN. OF CENTR		24-03519	Nursing Services October	<u>7,310.00</u>	0.00	
				17,132.00		
	Extd Total: SOCIAL SERVICES:			20,669.17		
	Department Total: PUBLIC ASST			20,669.17		

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: SENIOR CENTER						
Extd: SENIOR CENTER						
4-01-27-350-000-203	SENIOR CENTER Vehicle Maintenance					
SIGSEA	SIGNS,SEALED & DELIVERED, INC.	24-03316	Lettering for new Sr Ctr Bus	825.00	0.00	
4-01-27-350-000-205	SENIOR CENTER Recreation & Social					
AMAZ005	AMAZON.COM SERVICES	24-03371	Elf Aprons for Christmas Party	24.98	0.00	
4-01-27-350-000-299	SENIOR CENTER Misc.					
SEAFIR	SEABOARD FIRE & SAFETY EQUIP.	24-03466	#19912478 INSPECTION KITCHEN	112.00	0.00	
JOHRES	JOHNSON'S RESTAURANT EQUIPMENT	24-03496	Glass coffeePots (1)Decaf(2)Re	20.97	0.00	
				132.97		
	Extd Total: SENIOR CENTER			982.95		
	Department Total: SENIOR CENTER			982.95		
	CAFR Total:			21,652.12		
Department: RECREATION						
Extd: RECREATION SERVICES & PROGRAM						
4-01-28-370-000-290	RECREATION Programs/Activities					
PRIME005	PRIME LUBE INC	24-02803	spray park winterization	329.20	0.00	
THECOA	THE NEW COASTER, LLC	24-03543	#9505 trunk or treat ad	378.00	0.00	
				707.20		
	Extd Total: RECREATION SERVICES & PROGRAM			707.20		
	Department Total: RECREATION			707.20		
	CAFR Total:			707.20		
Department: LIGHTING						
Extd: LIGHT,HEAT,POW						
4-01-31-435-435-299	LIGHT, HEAT & POWER Misc.					
NJAMER	N.J. AMERICAN WATER CO.	24-03547	Various Accounts 11/5-12/4	5,009.91	0.00	
JCPL	JCPL	24-03563	#100 153 958 606 11/14-11/21	15.24	0.00	
NJAMER	N.J. AMERICAN WATER CO.	24-03564	Various Accounts 11/2-12/4	806.39	0.00	
				5,831.54		
	Extd Total: LIGHT,HEAT,POW			5,831.54		
Extd: STREET/TRAFFIC						
4-01-31-435-436-299	STREET&TRAFFIC LIGHTING Misc.					
JCPL	JCPL	24-03541	#200 000 001 293 Master Acct	1,136.69	0.00	
	Extd Total: STREET/TRAFFIC			1,136.69		
	Department Total: LIGHTING			6,968.23		

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Department: TELEPHONE						
Extd: TELEPHONE						
4-01-31-440-000-299	TELEPHONE Misc.					
TMOBIL T-MOBILE		24-03508	#990733363 10/21-11/20	678.68	0.00	
	Extd Total: TELEPHONE			678.68		
	Department Total: TELEPHONE			678.68		
Department: GASOLINE						
Extd: GASOLINE						
4-01-31-460-000-299	GASOLINE Misc.					
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	24-03526 #41842 DIESEL FUEL 11/21/24			2,512.80	0.00	
GRIALLI GRIFFITH-ALLIED TRUCKING, LLC	24-03555 #725871 & #725881 FUEL			8,275.81	0.00	
				<u>10,788.61</u>		
	Extd Total: GASOLINE			10,788.61		
	Department Total: GASOLINE			10,788.61		
	CAFR Total:			18,435.52		
Department: MUNIC COURT						
Extd: MUNICIPAL COURT						
4-01-43-490-000-202	MUNIC COURT Office Supplies					
TAYCOM TAYLOR COMMUNICATIONS, INC	24-02758 court notice mailers			1,512.14	0.00	
4-01-43-490-000-245	MUNIC COURT Interpreter					
LANGU005 LANGUAGE SERVICES ASSOCIATES	24-03516 S-INV135386 language line nov			33.75	0.00	
	Extd Total: MUNICIPAL COURT			1,545.89		
	Department Total: MUNIC COURT			1,545.89		
Department: PUBLIC DEFEND.						
Extd: PUBLIC DEFENDER						
4-01-43-495-000-021	Fees					
THELA010 THE LAW OFFICE OF MATTHEW SAGE	24-03482 public defender nov 2024			2,000.00	0.00	
GREER005 GREER LAW FIRM	24-03483 conflict public def nov 2024			1,500.00	0.00	
				<u>3,500.00</u>		
	Extd Total: PUBLIC DEFENDER			3,500.00		
	Department Total: PUBLIC DEFEND.			3,500.00		
	CAFR Total:			5,045.89		

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
CAFR: CURRENT FUND NON BUDGET ACCTS: Department: TAXES PAYABLE: Extd: TAXES PAYABLE:						
4-01-55-001-000-007	TAX OVERPAYMENTS					
147AT005	147 ATKINS LLC c/o MICHAEL	24-03450	TAX REFUND 1103/31	1,260.48	0.00	
	Extd Total: TAXES PAYABLE:			1,260.48		
	Department Total: TAXES PAYABLE:			1,260.48		
	CAFR Total: CURRENT FUND NON BUDGET ACCTS:			1,260.48		
	Fund Total: CURRENT			312,755.89		
Fund: BEACH Department: UTILITY OE Extd: BEACH UTILITY O/E: OTHER EXPENSES:						
4-05-55-502-000-209	BEACH UTILITY O/E: Custodial Supplies					
ATRAJ005	ATRA JANITORIAL SUPPLY CO. INC	24-03462	#112788 LYSOL CLEANER 7/29/24	218.97	0.00	
4-05-55-502-000-211	BEACH UTILITY O/E: Light & Power					
NJAMER	N.J. AMERICAN WATER CO.	24-03547	Various Accounts 11/5-12/4	181.38	0.00	
4-05-55-502-000-212	BEACH UTILITY O/E: Misc. Hardware					
GRAING	GRAINGER, INC.	24-01848	Misc Beach Hardware	727.12	0.00	B
	Extd Total: BEACH UTILITY O/E: OTHER EXPENSES:			1,127.47		
	Department Total: UTILITY OE			1,127.47		
	CAFR Total:			1,127.47		
	Fund Total: BEACH			1,127.47		
Fund: TRANSPORTATION UTILITY: BUDGET: Department: UTILITY OE Extd: TRANS.UTILITY O/E: OTHER EXPENSES:						
4-06-55-502-000-202	TRANS.UTILITY O/E: Office Supplies					
GRAING	GRAINGER, INC.	24-03336	End of Year Order	1,352.22	0.00	
CRAPRI	CRAFTMASTER PRINTING, INC.	24-03352	Hall Directional Signage	60.00	0.00	
				1,412.22		
4-06-55-502-000-204	TRANS.UTILITY O/E: Copy/Reproduction					
CRAPRI	CRAFTMASTER PRINTING, INC.	24-03523	Flyers for 2025 SRTS PIC	390.00	0.00	
4-06-55-502-000-205	TRANS.UTILITY O/E: Enforcement Supply					
PARSOL	PARTEK SOLUTIONS, INC.	24-03329	Parking Enforcement Tickets	2,575.87	0.00	
4-06-55-502-000-208	TRANS.UTILITY O/E: Parking Permits					
PASPOR	PASSPORT LABS, INC.	24-03576	INV049491 Nov 24 Permit Fees	822.30	0.00	
4-06-55-502-000-212	TRANS.UTILITY O/E: Parking Meter Supply					
IPSGRO	IPS GROUP, INC.	24-03490	INV104595 Nov 2024 DMS Fees	7,827.00	0.00	

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-06-55-502-000-213	TRANS.UTILITY O/E: Mobile App Fees					
PAYBY005 PAYBYPHONE US, INC.	24-03522 INVUS1320 Nov 2024 Trans Fees			334.60	0.00	
PARKM005 PARKMOBILE USA, LLC	24-03577 INV940010 Nov 24 Trans Fees			<u>8,930.40</u>	0.00	
				9,265.00		
4-06-55-502-000-219	TRANS.UTILITY O/E: Traffic Signals					
JCCON J.C. CONTRACTING, INC.	24-03492 INV03729 Heck/Cookman Signal			823.98	0.00	
4-06-55-502-000-228	TRANS.UTILITY O/E: Engineering Fees					
DYNAM005 DYNAMIC TRAFFIC, LLC	24-03338 Inv6924 Srvcs Thru 10/26/24			11,891.76	0.00	
DYNAM005 DYNAMIC TRAFFIC, LLC	24-03351 INV6427 Srvcs Thru 8/31/24			<u>6,815.05</u>	0.00	
				18,706.81		
	Extd Total: TRANS.UTILITY O/E: OTHER EXPENSES:			41,823.18		
	Department Total: UTILITY OE			41,823.18		
	CAFR Total:			41,823.18		
	Fund Total: TRANSPORTATION UTILITY: BUDGET:			41,823.18		
Fund:	SEWER UTILITY: BUDGET:					
Department:	UTILITY OE					
Extd:	SEWER UTILITY O/E: OTHER EXPENSES:					
4-07-55-502-000-202	SEWER UTILITY O/E: Hardware/Tools					
TEQUIP TEQUIPMENT	24-03348 pH meter & probe			1,465.65	0.00	
4-07-55-502-000-209	SEWER UTILITY O/E: Fees					
LYONS005 LYONS ENVIRONMENTAL SERVICES	24-03441 APSA1124 WTP TESTING NOVEMBER			1,070.00	0.00	
STATEOF STATE OF NJ DEPT. OF LABOR &	24-03500 WTP Boiler Inspections 234579			<u>880.00</u>	0.00	
				1,950.00		
4-07-55-502-000-211	SEWER UTILITY O/E: Light & Power					
NJAMER N.J. AMERICAN WATER CO.	24-03547 Various Accounts 11/5-12/4			289.68	0.00	
4-07-55-502-000-212	SEWER UTILITY O/E: Custodial Supplies					
JEMIND JEM INDUSTRIAL SERVICES, INC.	24-03340 Cleaning supplies			1,978.45	0.00	
4-07-55-502-000-218	SEWER UTILITY O/E: Contract Services					
CERID005 CERIDA INVESTMENT CORP.	24-03509 #127-41063 DECEMBER 2024			185.42	0.00	
4-07-55-502-000-220	SEWER UTILITY O/E: Accounting					
NJAMER N.J. AMERICAN WATER CO.	24-03528 Usage data 4000295611 DEC 2024			400.34	0.00	
4-07-55-502-000-224	SEWER UTILITY O/E: Sludge Removal					
RUSREI RUSSELL REID WASTE HAULING &	24-03510 #0006978839 NOVEMBER 2024			59,996.16	0.00	
PASVAL PASSAIC VALLEY SEWERAGE COM.	24-03527 INVOICE #524230 NOVEMBER 2024			<u>25,436.25</u>	0.00	
				85,432.41		

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
4-07-55-502-000-234 CDMSM005 CDM SMITH INC.	SEWER UTILITY O/E: ARP Funds 23-03150 WWTp PHASE I DESIGN SERVICES			168,483.53	0.00	B
	Extd Total: SEWER UTILITY O/E: OTHER EXPENSES:			260,185.48		
	Department Total: UTILITY OE			260,185.48		
	CAFR Total:			260,185.48		
	Fund Total: SEWER UTILITY: BUDGET:			260,185.48		
	Year Total:			615,892.02		
Fund:	GENERAL CAPITAL FUND BUDGET:					
Extd:	Odr. 2018-57 Acq.Prop./Const. of FH					
C-04-55-998-176-001	Section 20 Costs					
SHOPOI SHORE POINT ARCHITECTURE,PA	21-01208 ENGINEERING SERVICES NEW FIRE			8,600.00	0.00	B
KEYTEC KEY-TECH	23-03066 TESTING & INSPECTION CONTRACT			3,335.00	0.00	B
				11,935.00		
C-04-55-998-176-002	Purchase of Prop./Const. of Firehouse					
WALLA005 WALLACE BROS, INC.	23-02172 FIRE DEPARTMENT HEADQUARTERS			1,602,629.90	0.00	B
	Extd Total: Odr. 2018-57 Acq.Prop./Const. of FH			1,614,564.90		
Extd:	Ord. 2024-26 Various Veh. & Cap. Equip.					
C-04-55-998-186-004	Vehicles & Equipment Police					
OCSER OCEANSIDE SERVICE, INC.	24-02625 PD EVIDENCE HVAC SYSTEM			21,387.00	0.00	
	Extd Total: Ord. 2024-26 Various Veh. & Cap. Equip.			21,387.00		
	Department Total:			1,635,951.90		
	CAFR Total:			1,635,951.90		
	Fund Total: GENERAL CAPITAL FUND BUDGET:			1,635,951.90		
Fund:	PARKING CAPITAL					
Department:	Ord. 2020-8 Memorial Drive Paving					
Extd:	Ord. 2020-8 Memorial Drive Paving					
C-09-17-906-000-903	DOT Grant					
LUCBRO LUCAS BROTHERS, INC.	22-03390 MEMORIAL DRIVE IMPROVEMENTS			58,388.40	0.00	B
	Extd Total: Ord. 2020-8 Memorial Drive Paving			58,388.40		
	Department Total: Ord. 2020-8 Memorial Drive Paving			58,388.40		
Department:	Ord. 2022-8 Various Rd. Improvements					
Extd:	Ord. 2022-8 Various Rd. Improvements					
C-09-17-909-000-901	Road Improvements (Monroe, Comstock, 8th)					
SBROT005 S BROTHERS INC.	23-02432 2022 ROADWAY IMPROVEMENTS			987,778.83	0.00	B
	Extd Total: Ord. 2022-8 Various Rd. Improvements			987,778.83		
	Department Total: Ord. 2022-8 Various Rd. Improvements			987,778.83		
	CAFR Total:			1,046,167.23		
	Fund Total: PARKING CAPITAL			1,046,167.23		
	Year Total:			2,682,119.13		

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund: GRANT FUND BUDGET:						
G-02-43-938-020-200 NV5IN005 NV5, INC.	Safe Streets to Schools	24-03449	INV 9 Srvc Thru 10/26/24	19,762.52	0.00	
	Extd Total:			19,762.52		
	Department Total:			19,762.52		
G-02-43-956-022-217 TMOBIL T-MOBILE	Opiod Settlement Funds	24-03508	#990733363 10/21-11/20	63.42	0.00	
	Extd Total:			63.42		
	Department Total:			63.42		
G-02-43-967-023-200 CARLS005 CARL'S FENCING, DECKING &	Monmouth County Open Space Grant 2022	24-01361	4TH AVE & HECK ST PLAYGROUND	15,540.00	0.00	
	Extd Total:			15,540.00		
	Department Total:			15,540.00		
G-02-43-980-024-200 VISNUR VISITING NURSES ASSN. OF CENTR	Mental Health Grant 2024	24-00938	Nurse Services MH Grant '24	4,798.00	0.00	B
	Extd Total:			4,798.00		
	Department Total:			4,798.00		
G-02-43-981-024-200 INTNEI INTERFAITH NEIGHBORS, INC.	Senior Center Grant 2024	24-03575	Springwood Center 4th Q Fees	7,497.75	0.00	
	Extd Total:			7,497.75		
	Department Total:			7,497.75		
G-02-43-982-024-200 ACTIO015 ACTION UNIFORM CO. LLC	Redevelopers Contribution	24-01344	SLEO 1 new hire uniform	482.00	0.00	
AMEUNI AMERICAN UNIFORM & SUPPLY		24-03354	SLEO II unniforms	5,499.89	0.00	
INSPSY INSTITUTE FOR FORENSIC		24-03489	#21439 PSYCH EVALUATIONS NOV	6,050.00	0.00	
				12,031.89		
	Extd Total:			12,031.89		
	Department Total:			12,031.89		
G-02-43-984-024-201 ARCAR005 ARCARI & IOVINO ARCHITECTS, PC	Municipal Share	24-01847	BOARDWALK RESTROOMS	9,960.00	0.00	B
	Extd Total:			9,960.00		
	Department Total:			9,960.00		
	CAFR Total:			69,653.58		
	Fund Total: GRANT FUND BUDGET:			69,653.58		
	Year Total:			69,653.58		

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
Fund:	ANIMAL CONTROL FUND BUDGET:					
T-12-56-850-000-801	Reserve for Animal Control					
SPCA	MONMOUTH COUNTY SPCA	24-03432	2025589 SEPTEMBER 2024 SERVICE	187.50	0.00	
NJDEPH	NJ DEPT.HEALTH/SNR.SERV.	24-03460	November 2024 dog report	5.40	0.00	
				192.90		
	Extd Total:			192.90		
	Department Total:			192.90		
	CAFR Total:			192.90		
	Fund Total: ANIMAL CONTROL FUND BUDGET:			192.90		
Fund:	COMMUNITY DEVELOPMENT BLK GRANT BUDGET:					
Extd:	2023 CDBG 23-MC-34-0100					
T-17-82-850-850-001	2023 Administration					
AMAZ005	AMAZON.COM SERVICES	24-03454	Tables & Tableclothes	133.95	0.00	
WBMASON	W.B.MASON CO., INC.	24-03471	Office supplies	18.67	0.00	
				152.62		
T-17-82-850-850-003	2023 Community Events					
KARBRI	KAREEM BRINSON	24-03393	DJ service tree lighting 12/14	150.00	0.00	
SUNFAR	SUNSET FARM MARKET GARDEN	24-03468	Wreaths for Springwood Park	279.97	0.00	
				429.97		
	Extd Total: 2023 CDBG 23-MC-34-0100			582.59		
	Department Total:			582.59		
	CAFR Total:			582.59		
Extd:	2024 CDBG 24-MC-83-850-850-000					
T-17-83-850-850-006	2024 Public Facilities					
MERCEN	MERCY CENTER CORPORATION	24-02634	Public Facility Upgrades	17,498.00	0.00	
	Extd Total: 2024 CDBG 24-MC-83-850-850-000			17,498.00		
	Department Total:			17,498.00		
	CAFR Total:			17,498.00		
	Fund Total: COMMUNITY DEVELOPMENT BLK GRANT BUDGET:			18,080.59		
Fund:	PLANNING & ZONING ESCROW FUND BUDGET:					
CAFR:	PLANNING & ZONING ESCROW FUND BUDGET:					
T-21-00-169-000-299	1201 BRIDGE ST.(PETER GAYLORD)					
CLACAN	CLARKE CATON HINTZ PC	24-03405	PB & ZB SVS CCH Nov 2024	1,125.00	0.00	
JACSER	JACK A. SERPICO	24-03501	ZB LEGAL SVS Serpico	425.00	0.00	
				1,550.00		
	Extd Total:			1,550.00		
	Department Total:			1,550.00		

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-414-000-299	626 PROSPECT(COASTAL HABITAT HUMANITY)					
INSENG	INSITE ENGINEERING, LLC	24-03598	Invoice 20154 Insite	600.00	0.00	
	Extd Total:			600.00		
	Department Total:			600.00		
T-21-00-496-000-299	316 MAIN STREET(316 MAIN AVENUE, LLC)					
CLACAN	CLARKE CATON HINTZ PC	24-03405	PB & ZB SVS CCH Nov 2024	900.00	0.00	
TMASSO	T & M ASSOCIATES	24-03470	Invoice SE472369 316 Main St.	346.00	0.00	
				1,246.00		
	Extd Total:			1,246.00		
	Department Total:			1,246.00		
Department: B.A.N's						
T-21-00-521-000-299	637/701 LAKE AVENUE(DOUGLAS DEVELOPMENT)					
JACSER	JACK A. SERPICO	24-03501	ZB LEGAL SVS Serpico	382.50	0.00	
	Extd Total:			382.50		
	Department Total: B.A.N's			382.50		
T-21-00-538-000-299	1411 MEMORIAL DR(THOMAS CALTABILOTA,LLC)					
LEONS010	LEON S. AVAKIAN, INC.	24-03525	November PB and ZB ENG SERV	3,187.50	0.00	
	Extd Total:			3,187.50		
	Department Total:			3,187.50		
T-21-00-550-000-299	115 4TH/1209 OCEAN/150 5TH(SOMERSET AP)					
CLACAN	CLARKE CATON HINTZ PC	24-03405	PB & ZB SVS CCH Nov 2024	690.00	0.00	
JACSER	JACK A. SERPICO	24-03501	ZB LEGAL SVS Serpico	297.50	0.00	
LEONS010	LEON S. AVAKIAN, INC.	24-03525	November PB and ZB ENG SERV	5,145.00	0.00	
				6,132.50		
	Extd Total:			6,132.50		
	Department Total:			6,132.50		
T-21-00-558-000-299	138 ELIZABETH AVENUE(CEVIN ALBERT)					
LEONS010	LEON S. AVAKIAN, INC.	24-03525	November PB and ZB ENG SERV	135.00	0.00	
	Extd Total:			135.00		
	Department Total:			135.00		
T-21-00-568-000-299	BL 4001(INSF.FEES)(AP BL 4001 VENTURE)					
LEONS010	LEON S. AVAKIAN, INC.	24-03525	November PB and ZB ENG SERV	2,067.50	0.00	
	Extd Total:			2,067.50		
	Department Total:			2,067.50		
T-21-00-572-000-299	202 7TH AVE(INSF.FEES)(202 7TH AVE,LLC)					
CLACAN	CLARKE CATON HINTZ PC	24-03405	PB & ZB SVS CCH Nov 2024	225.00	0.00	

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-572-000-299	202 7TH AVE(INSP.FEES)(202 7TH AVE,LLC) Continued					
LEONS010 LEON S. AVAKIAN, INC.		24-03525	November PB and ZB ENG SERV	170.00	0.00	
				395.00		
	Extd Total:			395.00		
	Department Total:			395.00		
T-21-00-590-000-299	1506 GRAND AVENUE(JUSTIN THERIAULT)					
CLACAN CLARKE CATON HINTZ PC		24-03405	PB & ZB SVS CCH Nov 2024	150.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.		24-03525	November PB and ZB ENG SERV	410.00	0.00	
				560.00		
	Extd Total:			560.00		
	Department Total:			560.00		
T-21-00-593-000-299	BLOCK 4306(ASBURY PARTNERS, LLC)					
JACSER JACK A. SERPICO		24-03501	ZB LEGAL SVS Serpico	680.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.		24-03544	Avakian Invoice # 29342	1,720.00	0.00	
				2,400.00		
	Extd Total:			2,400.00		
	Department Total:			2,400.00		
T-21-00-594-000-299	917 3RD AVE(INSP.FEES)(MA 917 3RD AVE)					
CLACAN CLARKE CATON HINTZ PC		24-03405	PB & ZB SVS CCH Nov 2024	75.00	0.00	
	Extd Total:			75.00		
	Department Total:			75.00		
T-21-00-597-000-299	407 LAKE AVE(INSP.FEES)(TOLL BROS.INC.)					
LEONS010 LEON S. AVAKIAN, INC.		24-03525	November PB and ZB ENG SERV	402.50	0.00	
	Extd Total:			402.50		
	Department Total:			402.50		
T-21-00-612-000-299	1206-1210 SPRINGWOOD(INTERFAITH NEIGH.)					
CLACAN CLARKE CATON HINTZ PC		24-03388	PB & ZB SVS CCH 2024	2,190.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.		24-03390	PB & ZB SVS Avakian	3,140.00	0.00	
JACSER JACK A. SERPICO		24-03501	ZB LEGAL SVS Serpico	892.50	0.00	
LEONS010 LEON S. AVAKIAN, INC.		24-03525	November PB and ZB ENG SERV	255.00	0.00	
				6,477.50		
	Extd Total:			6,477.50		
	Department Total:			6,477.50		
T-21-00-616-000-299	1217 4TH AVENUE(JOHN LIANTONIO)					
LEONS010 LEON S. AVAKIAN, INC.		24-03390	PB & ZB SVS Avakian	410.00	0.00	
	Extd Total:			410.00		
	Department Total:			410.00		
T-21-00-617-000-299	1118 SUMMERFIELD AVE(MSA ARCHITECTS PRO)					
CLACAN CLARKE CATON HINTZ PC		24-03388	PB & ZB SVS CCH 2024	1,562.50	0.00	

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-617-000-299	1118 SUMMERFIELD AVE(MSA ARCHITECTS PRO) Continued					
LEONS010 LEON S. AVAKIAN, INC.		24-03525	November PB and ZB ENG SERV	750.00	0.00	
				<u>2,312.50</u>		
	Extd Total:			2,312.50		
	Department Total:			2,312.50		
T-21-00-620-000-299	711 BANGS AVENUE(725 MATTISON, LLC)					
JACSER JACK A. SERPICO		24-03501	ZB LEGAL SVS Serpico	340.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.		24-03525	November PB and ZB ENG SERV	425.00	0.00	
				<u>765.00</u>		
	Extd Total:			765.00		
	Department Total:			765.00		
T-21-00-621-000-299	637-701 LAKE AVE(DOUGLAS DEVELOPMENT CO)					
CLACAN CLARKE CATON HINTZ PC		24-03405	PB & ZB SVS CCH Nov 2024	1,830.00	0.00	
LEONS010 LEON S. AVAKIAN, INC.		24-03525	November PB and ZB ENG SERV	2,015.00	0.00	
				<u>3,845.00</u>		
	Extd Total:			3,845.00		
	Department Total:			3,845.00		
T-21-00-625-000-299	1206 COMSTOCK ST(1206 COMSTOCK AP,LLC)					
CLACAN CLARKE CATON HINTZ PC		24-03405	PB & ZB SVS CCH Nov 2024	1,252.18	0.00	
LEONS010 LEON S. AVAKIAN, INC.		24-03525	November PB and ZB ENG SERV	450.00	0.00	
				<u>1,702.18</u>		
	Extd Total:			1,702.18		
	Department Total:			1,702.18		
T-21-00-629-000-299	SUNSET SQUARE B4205(INSPE.FEES)(PHM,LLC)					
LEONS010 LEON S. AVAKIAN, INC.		24-03525	November PB and ZB ENG SERV	1,693.75	0.00	
	Extd Total:			1,693.75		
	Department Total:			1,693.75		
T-21-00-630-000-299	1103 DRUMMOND AVENUE(H.PETER LAMMERS)					
LEONS010 LEON S. AVAKIAN, INC.		24-03525	November PB and ZB ENG SERV	820.00	0.00	
	Extd Total:			820.00		
	Department Total:			820.00		
T-21-00-631-000-299	LOFTS AT KINGLSEY AVENUE(K.HOVNANIAN)					
CLACAN CLARKE CATON HINTZ PC		24-03405	PB & ZB SVS CCH Nov 2024	2,513.90	0.00	
	Extd Total:			2,513.90		
	Department Total:			2,513.90		

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Budget Account Vendor	Description	P.O. Id	P.O. Description	Amount	Void Amount	PO Type
T-21-00-632-000-299	AP TRANGLE2(BLOCK 3801)(ASBURY PARTNERS)					
CLACAN CLARKE CATON HINTZ PC		24-03405	PB & ZB SVS CCH Nov 2024	3,920.00	0.00	
	Extd Total:			3,920.00		
	Department Total:			3,920.00		
	CAFR Total: PLANNING & ZONING ESCROW FUND BUDGET:			43,593.33		
	Fund Total: PLANNING & ZONING ESCROW FUND BUDGET:			43,593.33		
Fund:	CITY OF ASBURY PARK REDEVELOPMENT ESCROW					
T-48-56-850-000-806	711&607 Mattison/545 Lake/550 Cookm(APB)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		24-03505	Invoice 6087 Savoy	911.40	0.00	
T-48-56-850-000-850	115 4TH AVENUE(SOMERSET ASBURY PARK,LLC)					
DILWO005 DILWORTH PAXSON, LLP		24-03549	Invoice 617033 KHOV the Delta	175.00	0.00	
T-48-56-850-000-856	1012 ASBURY AVE(SHARED EQUITIES CO.,LLC)					
DILWO005 DILWORTH PAXSON, LLP		24-03546	Invoice 617030 1012 Asbury Ave	70.00	0.00	
T-48-56-850-000-862	1001 1ST AVENUE(ASBURY PARK FIRST)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		24-03439	Invoice 6426 Council General	382.20	0.00	
T-48-56-850-000-870	BLOCK 4306(ASBURY PARTNERS, LLC)					
DILWO005 DILWORTH PAXSON, LLP		24-03549	Invoice 617033 KHOV the Delta	4,817.50	0.00	
T-48-56-850-000-872	614 COOKMAN(REC.STUDIO)(614 COOKMAN,LLC)					
KYLEM005 KYLE MCMANUS ASSOCIATES LLC		24-03439	Invoice 6426 Council General	984.90	0.00	
DILWO005 DILWORTH PAXSON, LLP		24-03469	Invoice 615094 614 Cookman	2,695.00	0.00	
				3,679.90		
T-48-56-850-000-874	MM BOARDWALK(MADISON MARQUETTE,LLC)					
MARFAL MARAZITI FALCON, LLP		24-03396	Invoice 56438 Boardwalk Grant	92,432.14	0.00	
MARFAL MARAZITI FALCON, LLP		24-03518	Invoice 58339 Boarwalk Grant	8,408.35	0.00	
				100,840.49		
	Extd Total:			110,876.49		
	Department Total:			110,876.49		
	CAFR Total:			110,876.49		
	Fund Total: CITY OF ASBURY PARK REDEVELOPMENT ESCROW			110,876.49		
	Year Total:			172,743.31		
Total Charged Lines: 374 Total List Amount: 3,540,506.77 Total Void Amount:				0.00		

Attachment: Bill List 12-23-24 (2024-523 : Payment of Bills)

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER UTILITY: BUDGET:	3-07	98.73	0.00	0.00	98.73
CURRENT	4-01	312,755.89	0.00	0.00	312,755.89
BEACH	4-05	1,127.47	0.00	0.00	1,127.47
TRANSPORTATION UTILITY: BUDGET:	4-06	41,823.18	0.00	0.00	41,823.18
SEWER UTILITY: BUDGET:	4-07	260,185.48	0.00	0.00	260,185.48
Year Total:		615,892.02	0.00	0.00	615,892.02
GENERAL CAPITAL FUND BUDGET:	C-04	1,635,951.90	0.00	0.00	1,635,951.90
PARKING CAPITAL	C-09	1,046,167.23	0.00	0.00	1,046,167.23
Year Total:		2,682,119.13	0.00	0.00	2,682,119.13
GRANT FUND BUDGET:	G-02	69,653.58	0.00	0.00	69,653.58
ANIMAL CONTROL FUND BUDGET:	T-12	192.90	0.00	0.00	192.90
COMMUNITY DEVELOPMENT BLK GRANT BUDGE	T-17	18,080.59	0.00	0.00	18,080.59
PLANNING & ZONING ESCROW FUND BUDGET:	T-21	43,593.33	0.00	0.00	43,593.33
CITY OF ASBURY PARK REDEVELOPMENT ESC	T-48	110,876.49	0.00	0.00	110,876.49
Year Total:		172,743.31	0.00	0.00	172,743.31
Total Of All Funds:		3,540,506.77	0.00	0.00	3,540,506.77

December 23 , 2024 Meeting

Balance Brought Forward from Total List Amount	\$ 3,540,506.77
Gina Jurlando (24-03448)	\$ 1,354.62
Luna Verde Vegan Mexican Rest. (24-03481)	\$ 750.00
CMRS-FP (Postage 24-03542)	\$ 3,000.00
L2 Proucitons (24-02911)	\$ 300.00
Eileen Soul Food (24-03027)	\$ 850.00
Eileen Soul Food (24-03140)	\$ 925.00

Total:	<u>\$ 3,547,686.39</u>
--------	------------------------



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-499

Resolution authorizing a professional services contract to T&M Associates for the Design, Contract Administration and Inspection of Traffic Signal Installation at Grand & Sunset Avenues in the amount of \$105,585.00 utilizing Capital Funds.



RESOLUTION NO. 2024-499

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

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH T&M ASSOCIATES FOR DESIGN, CONTRACT ADMINISTRATION AND INSPECTION OF TRAFFIC SIGNAL INSTALLATION AT GRAND AND SUNSET AVENUES

WHEREAS, on December 16, 2024 the City of Asbury Park received a proposal for the Design, Contract Administration and Inspection of Traffic Signal Installation at Grand and Sunset Avenues from T&M Associates; and

WHEREAS, Section 40A:11-5(1)(a)(1) Exceptions of the Local Public Contracts Law allows for awarding of professional services without public bidding; and

WHEREAS, the not-to-exceed cost for the professional services as outlined in the proposal shall not exceed \$105,585.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account C-09-17-908-000-901 and the maximum dollar value of the pending contract is as set forth in the resolution.

WHEREAS, the City Manager is hereby authorized to sign any contracts or documents associated with this activity.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Asbury Park, County of Monmouth, State of New Jersey, hereby awards T&M Associates a professional service contract for the Design, Contract Administration and Inspection of Traffic Signal Installation at Grand and Sunset Avenues as outlined in the scope of services provided on December 16, 2024 in a not-to-exceed amount of \$105,585.00.

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

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

NO. 2024-499 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



YOUR GOALS. OUR MISSION.

3.C.2.b

ASPK0H-16002

December 16, 2024

Via Email

Lillian L. Nazzaro, City Manager
City of Asbury Park
1 Municipal Plaza
Asbury Park, NJ 07712

**Re: REVISED - Traffic Signal Installation at Grand Avenue & Sunset Avenue
Scope and Fee Proposal for Design, Contract Administration, and Inspection**

Dear Ms. Nazzaro:

T&M Associates is pleased to submit this Scope and Revised Fee Proposal for Surveying, Design, Contract Administration and Inspection Services associated with the Traffic Signal Installation at Grand Avenue & Sunset Avenue project. Based on discussions with City representatives, it is understood the existing signal will be fully upgraded to meet current MUTCD requirements, ADA curb ramps will be reconstructed to meet current regulations, and limited milling/paving will be performed within the intersection to the stop bars.

T&M will provide the professional engineering services to prepare construction drawings, contract documents and technical specifications suitable for public bid, assist the City during the public bid process, and provide contract administration and construction observation while the improvements are being constructed in accordance with the following Scope of Services:

A. PRE-DESIGN PHASE

1. We will provide field survey to obtain the necessary topographic information and prepare base maps for the bid documents. For the purpose of this proposal, we anticipate survey will extend 100' past the intersection PCs. In addition, the bandwidth along each approach to the intersection will extend 5' beyond the existing sidewalk/ROW or to the adjacent building face. Aerial utility lines will be surveyed to obtain facility elevations so that potential conflicts with the proposed traffic signal equipment can be identified and avoided.
2. Base maps will be prepared at a scale of 1" = 20'. Tax map accuracy right-of-way lines will be shown on the base maps.
3. Copies of the base maps will be forwarded to each utility company (and the City Department of Public Works) so they can verify the location and sizes of their facilities. We will also inquire whether they have plans for future relocation or expansion.
4. Turning Movement Counts will be conducted at the intersection, that will include vehicular, pedestrian, bicycle, and heavy truck volumes. These counts will be

Attachment: GRAND & SUNSET TRAFFIC SIGNAL T&M 12.16.24 (2024-499 : Authorizing a Professional Services Contract to T&M Assoc. for



Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

conducted during a typical weekday from 7AM-6PM. It is expected that these counts will be performed after Labor Day. These counts will be utilized to perform LOS analysis and will form the basis for determining the traffic signal timing and operation. If it is determined that the City would like additional counts during the summer season, T&M will provide a separate proposal for the expanded scope.

5. Crash reports covering the most recent 3-year period will be obtained from the City police records to assess existing safety issues at the intersection. If necessary, the implementation of countermeasures to reduce crash rates at the intersection will be incorporated as they pertain to the scope of this project (traffic signal improvements).

B. DESIGN PHASE

1. Once field survey has been completed and base maps are prepared at a scale of 1"=20', a preliminary design for the intersection will be prepared. This preliminary plan will include the traffic signal layout, ADA curb ramp & sidewalk improvements, limits of paving, new striping, and the traffic signal timing/operation. This plan will be provided to the City for comment prior to moving forward with the final design/bidding documents.
2. Final construction plans will be prepared in AutoCAD and consist of the following:
 - a. Title Sheet with Key Map;
 - b. Standard Legend Sheet;
 - c. Construction and Layout Plan Sheets (1"=20');
 - d. ADA Curb Ramp Grading Sheet (1"=5');
 - e. Traffic Signal, Signing, and Striping Plan (1"=20');
 - f. Traffic Signal Electrical Plan (1"=20');
 - g. Maintenance and Protection of Traffic Plan; and
 - h. Construction/Electrical Details Sheet.
3. Quantities will be estimated by item, and a final construction cost estimate will be provided.
4. Specifications will be prepared in book form, in T&M Associates' format, based on the 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction.



Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

5. Project Specifications will be prepared in accordance with the City front end and supplemental technical specifications will be in accordance with NJDOT standards.
6. No permits are anticipated. We anticipate that there will be less than 5,000 square feet of disturbance related to sewer construction, and therefore an application for Soil Erosion and Sediment Control Certification will not be required.
7. We do not anticipate impacting the existing guiderail within the project limits, and as such, the fee does not account for any efforts associated with redesigning the guiderail. Should it be determined that guiderail replacement is necessary, we will provide a supplementary scope of services and associated fee adjustment for this work which must be authorized in writing prior to incurring any additional time charges.
8. We will submit final plans and specifications to the City for final review prior to the preparation of bid documents. Our proposal includes one project review meeting with City staff.

C. BIDDING PHASE

1. Upon completion of the plans and specifications, we will present the project to the City requesting approval and authorization to advertise the project for bids. T&M Associates will print and distribute the contract documents, including final plans and specifications, to prospective contractors. The cost of the printing will be offset by the purchase price of the plans and specifications.
2. T&M Associates will answer questions that arise during the bidding phase of the project, either from City officials or prospective bidders.
3. We will attend the receipt of bids with the appropriate municipal officials.
4. T&M Associates' representatives will assist City officials with the bid review process including an evaluation of the contractors' bid submissions. As part of this effort, T&M Associates will prepare a bid tabulation sheet comparing the various bids received, review the credentials of the low bidder, and prepare a recommendation for award.



Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

D. CONSTRUCTION PHASE – CONTRACT ADMINISTRATION & INSPECTIONS

We will provide a part-time Project Manager and a part-time Inspector with additional support services from our office staff, as directed by the Project Manager. In addition, the Project Manager and Inspector will coordinate with the City, Contractor, Municipal Agencies, etc. The Inspector will be responsible to observe construction in an effort to determine if the work is installed in general accordance with the contract documents and standard construction practices. The following is a description of the services we will provide and the anticipated performance period for these services.

The specific scope of services includes the following:

1. Conduct a pre-construction meeting among the project participants, including the contractor, City officials, police, DPW, and utility representatives, and produce minutes of this meeting. Coordinate and review initial project submittals, including contract package, performance bond, insurance certificate, baseline project schedule, emergency contact lists, etc. Prepare for contractor mobilization. Pre-construction phase assumed to last one month.
2. Provide an inspector to conduct part-time (20 hrs/wk average) onsite construction observation during the construction contract to determine general conformance to the contract plans and specifications. Provide a Project Manager to conduct contract administration services. Based upon the City's needs, we have budgeted for 50 working days (10 weeks) of construction from start of on-site work to substantial completion. In addition, we anticipate an additional two weeks at the completion of the construction effort wherein closeout punchlist work, final vouchers and final change order will be accomplished. The total contract duration is expected to be no longer than 120 days.
3. Prepare job reports indicating weather, equipment, personnel and work accomplished on the project. Reports will be furnished to the City upon request.
4. Conduct periodic job meetings with representatives of the contractor, subcontractor, and utility companies, as determined by the Project Manager, to review progress, performance and to address any questions or problems that may arise. City representatives will be invited to attend these meetings. We will generate and distribute meeting minutes.



Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

5. Administrate and review contractor submittals, including schedules, shop drawings, product data and samples and material certifications for general conformance with Contract Documents.
6. Review Contractor's monthly estimates of work performed, and invoices submitted for payment and make recommendations to the City for payment. Prepare monthly estimates of payment to the Contractor.
7. Perform final inspection. Prepare and administer corrective action lists and prepare final closeout documents, including Final Payment Certificate and Change Order.
8. Review and issue written recommendation to the City following receipt of a written claim or dispute from Contractor.
9. Prepare final closeout package, including Maintenance Bond, Releases, Final Payment Certificate and Change Order and coordinate Engineer's and Owner's execution of closeout documents.

Unforeseen conditions or change in design or scope that require additional inspection, coordination or contract administration effort are specifically excluded from this proposal. Should such conditions arise (i.e., unforeseen utility conflicts, utility damage as a result of the contractor's work, client requests, etc.) we will immediately assess the situation and provide the City with a supplemental services proposal which must be authorized in writing prior to incurring any additional time charges.

Our fee for contract administration and inspection services is based on the contractor meeting its contract completion dates as set forth in the contract documents and within the time indicated in section D.2. If the contractor is not substantially complete by that time and the delay is not excusable, and if our budget for contract administration and inspection services prior to substantial completion for that contract is fully expended, we will ask the City to either provide additional funding for the necessary engineering beyond the original authorization, or enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for continued engineering services.

Similarly, should our services be required beyond 8 hours on any day or any weekend time, we will also ask the City to enforce the section of the contract allowing the City to deduct payment to the contractor in order to pay for the excess hours. Should any or all of the delay be excusable, and our budget is depleted for that contract, we will prepare a proposal



Le: Lillian L. Nazzaro, Esq.
City Manager

Re: Proposal for Professional Engineering Services
Traffic Signal Installation at Grand Avenue & Sunset Avenue

for our anticipated additional services. No additional work will commence without written authorization from the City.

We are prepared to initiate survey and design services immediately upon your authorization and based on this scope of services, we suggest the following fee breakdown to be billed monthly in accordance with our current contract with the City.

I.	Pre-Design, Design and Bidding Services (Items A thru C)	\$ 51,930.00
II.	<u>Construction Administration & Inspections (Item D)</u>	<u>\$ 53,655.00</u>
	Total Design and CA&I	\$105,585.00

On behalf of T&M Associates, I would like to thank you and the Governing Body for the opportunity to submit this proposal, and we look forward to working with you and members of your staff in the future.

Should you have any questions, or require additional information, please do not hesitate to call me directly.

Very truly yours,
T&M ASSOCIATES

JASON D. HARZOLD
CLIENT MANAGER/
PRINCIPAL PROJECT MANAGER

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

BTM:JDH;jdh

cc: John Hayes, Deputy City Manager
James Bonanno, Transportation Manager
JoAnn Boos, Asbury Park CFO
Tracy Lizardi, Assist. CFO/Purchasing Agent
Gregory Toro, Deputy Director of Public Works



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-517

Adoption of the Community Energy Plan from a grant received from the NJ BPU received in 2022. Adoption of the Plan permits us to apply for BPU grants.



RESOLUTION NO. 2024-517

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

RESOLUTION OF THE CITY OF ASBURY PARK ADOPTING THE COMMUNITY ENERGY PLAN (CEP) AS PART OF THE NEW JERSEY BOARD OF PUBLIC UTILITIES CEP GRANT PROGRAM

WHEREAS, New Jersey Board of Public Utilities (NJBPU) authorizes and oversees the NJCEP program and has created a Community Energy Plan Grant program for municipalities to develop a community energy plan (CEP) to meet the goals of the New Jersey’s Energy Master Plan; and

WHEREAS, New Jersey’s Energy Master Plan: Pathway to 2050 (“EMP”) established that community level action is necessary to achieve the state’s goal of 100% clean energy by 2050; and

WHEREAS, Community Energy Planning is the process by which communities collaboratively select and strategically implement emissions-reducing initiatives that fulfill the EMP goals; and

WHEREAS, in 2022 the City received a grant from the NJBPU to formulate a Community Energy Plan under Resolution 2022-151, and

WHEREAS, the City’s Climate Action goals call for Asbury Park to reduce carbon pollution, decreasing Asbury Park’s total carbon footprint by 2050; and

WHEREAS, the City of Asbury Park is invested in developing a community energy plan to help the state achieve its goal of 100% clean energy by 2050; and

WHEREAS, during the creation of this plan, the City solicited input through community events, meetings with City staff, and public presentations at public meetings and posted information on the website; and

WHEREAS, the resulting Community Energy Plan will help the City of Asbury Park plan for

and invest
in renewable energy and enhance community resiliency for all residents by using the EMP and
Climate
Change Resiliency Strategy as guides to develop sustainable strategies that increase clean energy
production, reduce energy use, cut carbon pollution, and strengthen our community against the
impacts of climate change.

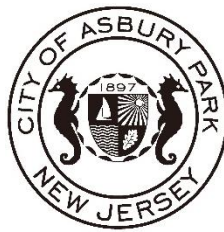
NOW, THEREFORE, BE IT RESOLVED, the Asbury Park City Council adopts the Asbury
Park Community
Energy Plan to guide energy efficiency and resiliency initiatives in the City of Asbury Park.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New
Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION
NO. 2024-517 which was finally adopted by the City Council at a meeting held on the 23rd day
of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

The City of Asbury Park Community Energy Plan



December 11, 2024



This report was made possible through a grant from New Jersey's Clean Energy Program™. New Jersey's Clean Energy Program is brought to you by the New Jersey Board of Public Utilities.

ABOUT THE NEW JERSEY BOARD OF PUBLIC UTILITIES (NJBPU)

The New Jersey Board of Public Utilities ("NJBPU" or "Board") is the state agency with authority to oversee the regulated utilities, which provide critical services such as natural gas, electricity, water, telecommunications, and cable television. The law requires the Board to ensure safe, adequate, and proper utility services at reasonable rates for customers in New Jersey.

ABOUT THE NEW JERSEY CLEAN ENERGY PROGRAM (NJCEP)

NJCEP, established on January 22, 2003, in accordance with the Electric Discount and Energy Competition Act (EDECA), provides financial and other incentives to the State's residential customers, businesses and schools that install high-efficiency or renewable energy technologies, thereby reducing energy usage, lowering customers' energy bills and reducing environmental impacts. The program is authorized and overseen by the New Jersey Board of Public Utilities (NJBPU).

ABOUT SUSTAINABLE JERSEY

Sustainable Jersey is a certification program for municipalities in New Jersey. Launched in 2009, Sustainable Jersey is a nonprofit, nonpartisan organization that supports community efforts to reduce waste, cut greenhouse gas emissions, and improve environmental equity. It provides tools, training and financial incentives to support and reward communities as they pursue sustainability programs. Sustainable Jersey is one hundred percent voluntary and each town can choose whether it wants to get certified and the actions it wants to do in order to achieve enough points to get certified.

Table of Contents

I.	Introduction
II.	Community Overview
	1) Electricity and Natural Gas Usage Data
	2) Community GHG Emissions from Energy Use
III.	Work Plan*
	Strategy 1: Reduce Energy Consumption and Emissions from the Transportation Sector
	Strategy 2: Accelerate Deployment of Renewable Energy and Distributed Energy Resources
	Strategy 3: Maximize Energy Efficiency and Conservation and Reduce Peak Demand
	Strategy 4: Reduce Energy Consumption and Emissions from the Building Sector
	Strategy 6: Support Community Energy Planning and Action with an Emphasis on Encouraging and Supporting Participation by Low- and Moderate-Income and Environmental Justice Communities
	Strategy 7: Expand the Clean Energy Innovation Economy
IV.	References
	Appendix. Data Sources

*Strategy 5 of the New Jersey Energy Master Plan has not been included in Asbury Park's Community Energy Plan because Strategy 5 encourages changes to state-level energy distribution.

Figures

- I. Maps
 - 1. Public EV Charging Stations near Asbury Park, NJ
 - 2. Solar Generation Potential
 - 3. Commercial and Industrial Properties of Asbury Park
- II. Charts
 - 1. Amount of Electricity Purchased by Sector (kWh)
 - 2. Amount of Natural Gas Purchased by Sector (Therms)
 - 3. Overall GHG Emissions of Asbury Park by Subsector
 - 4. Energy Use Intensity of Asbury Park's Municipal Buildings vs. National Median of Building Type
 - 5. 2020 Means of Transportation to Work
 - 6. Vehicle Miles Traveled in 2020
- III. Tables
 - 1. 2022 Population Characteristics for Asbury Park
 - 2. Vehicles and Electric Vehicles in Asbury Park

I. Introduction

The City of Asbury Park is committed to addressing climate change and reducing greenhouse gas emissions. This Community Energy Plan details the specific strategies Asbury Park will pursue in the coming years to reduce greenhouse gas emissions from the local energy system. The Plan covers municipal operations such as the municipal vehicle fleet and buildings, as well as public policies and programs designed to support the community in reducing emissions.

The City ratified this Community Energy Plan on December 11, 2025. During the creation of this plan, the City provided several opportunities for public input, taking care to enable low- and moderate-income residents to participate. Various engagement sessions were held including a meeting on November 7th in the evening.

Starting in August of 2022, the Asbury Park Green Team began reviewing the Sustainable Jersey [Guide for Sustainable Energy Communities](#) and [Community Energy Plan Workplan Template](#). The Green Team met with municipal staff to determine how to prioritize and implement the high-impact initiatives. Relevant community data was gathered from the [Sustainable Jersey Data Center](#). The Green Team presented the draft Community Energy Plan at public meetings on November 15, 2022 and November 7, 2024. The final community Energy Plan was adopted by municipal resolution December 11m 2024.

The Asbury Park Community Energy Plan establishes how the municipality will promote the transition to sustainable energy over the next several years. Initiatives were selected based on demonstrated effectiveness, unique local opportunities, and co-benefits for the community as a whole, such as improved local air quality, energy savings for residents, and workforce development.

On a state level, New Jersey is particularly vulnerable to climate change due to many factors including its' proximity to the ocean and dense population. Specifically, increasing heat waves, intense storms, and sea-level rise will dramatically alter our coastal state for many years to come (NJDEP, *Scientific Report on Climate Change*).

According to the New Jersey Department of Environmental Protection's [NJ Greenhouse Gas Emissions Inventory Report](#), New Jersey adds almost 100 million metric tons of CO₂e to the

Co-benefits of Sustainable Energy

The sustainable energy transition offers an opportunity to realize various co-benefits in our community and beyond. Besides reducing GHG emissions, implementing this plan will improve:

- Public health
 - Lower concentrations of ground-level outdoor air pollutants
 - Removal of indoor air pollution sources
- Social equity
 - Better affordable transportation
 - More affordable renewable energy
- Resiliency
 - More dependable electric grid
 - Decreased reliance on imported energy

atmosphere annually. New Jersey can mitigate the local and global impacts of climate change with a rapid transition from the current GHG-intensive energy system to one that optimizes energy use and produces energy with minimal GHG emissions.

Recognizing New Jersey's role in climate change mitigation, the State of New Jersey has established a goal of 100% clean energy in the state by 2050. [The New Jersey Energy Master Plan: Pathway to 2050](#) outlines the state's strategies for achieving that goal while also addressing issues of social and economic inequity. To promote action at the local level in support of the state's goals, the New Jersey Board of Public Utilities (NJBPU) launched the Community Energy Plan Grant Program, offering support and funding for municipalities to develop a Community Energy Plan. Asbury Park received the Community Energy Plan Grant and completed this Plan as a participant of the grant program.



II. Community Overview

Asbury Park is a one square mile urban community located in Monmouth County with a total population of 15,245. According to the American Community Survey 2022 Census data, the racial composition of Asbury Park's 15,245 residents is 44.2% White; 35.8% Black; 3.7% American Indian, Asian, or Pacific Islander; and 9% "some other race". 20.6% of the population is Hispanic or Latino.

As of 2022, Asbury Park's median household income was \$63,461, with 19.7% of the population below the poverty level. The Asbury Park Municipal Revitalization Index (MRI) score, a measure of a municipality's economic conditions, is 58.9 out of a possible 100, which ranks 23rd of New Jersey's 564 municipalities (Sustainable Jersey Community Profile Data by Municipality). In other words, Asbury Park's overall economic conditions for full time residents is worse than most other New Jersey municipalities.

Table 1. 2022 Population Characteristics for Asbury Park, NJ

Population	Households	Median Household Income	% of Population below Poverty level	NJ DCA MRI Score*	NJ DCA MRI Rank*
15,245	7,477	\$63,461	19.7%	58.9	23
Source: US Census. *MRI = Municipal Revitalization Index (MRI)					

Electricity and Natural Gas Usage Data

Utility companies generally organize electricity and natural gas usage into four sectors – residential, commercial, industrial, and street lighting. The commercial sector includes nonprofits and government entities such as schools and municipal buildings, as well as businesses.

As illustrated in Charts 1 and 2 on the following page, the commercial sector accounts for majority of electricity and natural gas use in Asbury Park. In other words, commercial buildings present the greatest opportunity for energy use reductions.

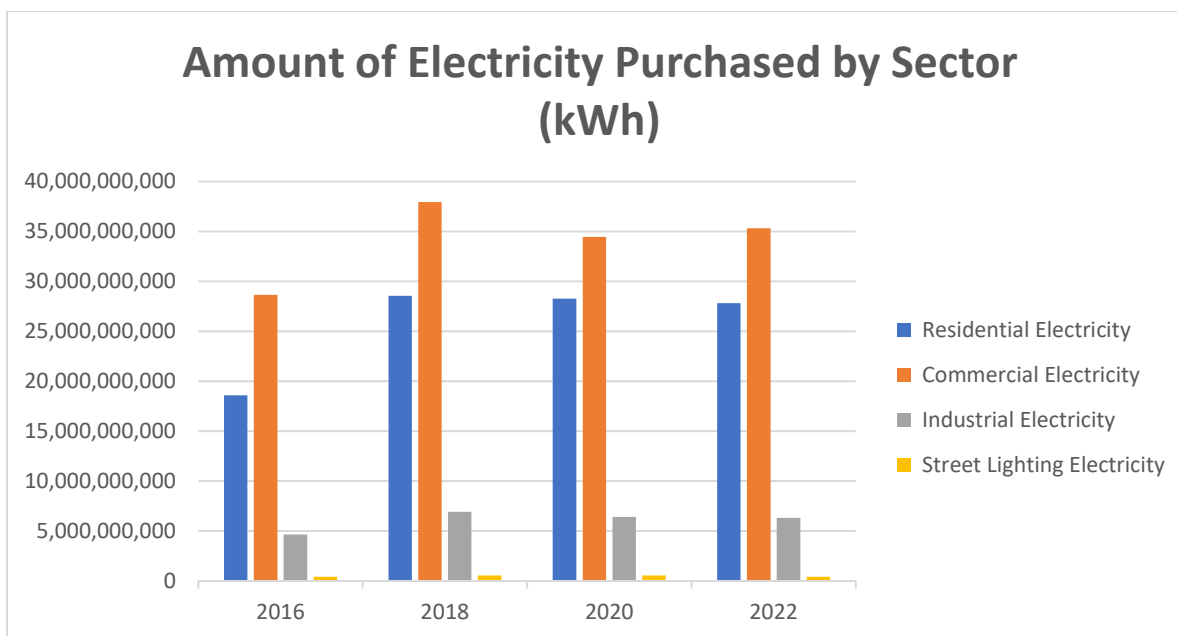


Chart 1. Amount of Electricity Purchased by Sector (kWh)

Source: Sustainable Jersey. Aggregated Community-Scale Utility Energy Data

Note: electricity values represent purchased electricity and do not include customer-generated electricity, such as from rooftop solar.

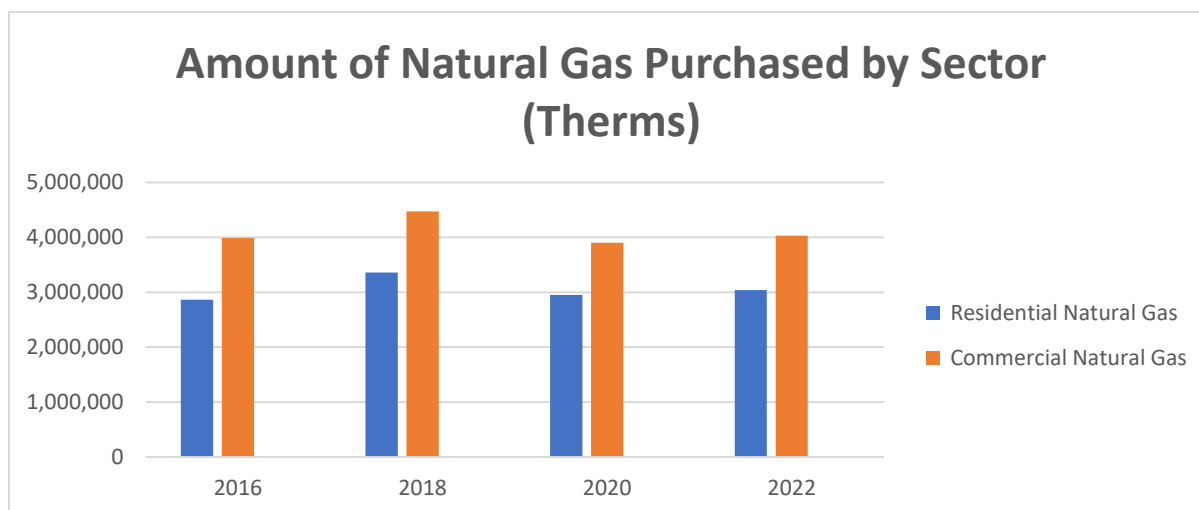


Chart 2. Amount of Natural Gas Purchased by Sector (Therms)

Source: Sustainable Jersey. Aggregated Community-Scale Utility Energy Data

Community GHG Emissions from Energy Use

In 2020, the total community-wide greenhouse gas emissions from electricity, natural gas/heating fuel, and transportation energy use in Asbury Park was **100,603 metric tons CO₂e**. As shown in chart 3 below, the largest share of community emissions came from On-Road Vehicles, followed by Commercial Natural Gas Use.

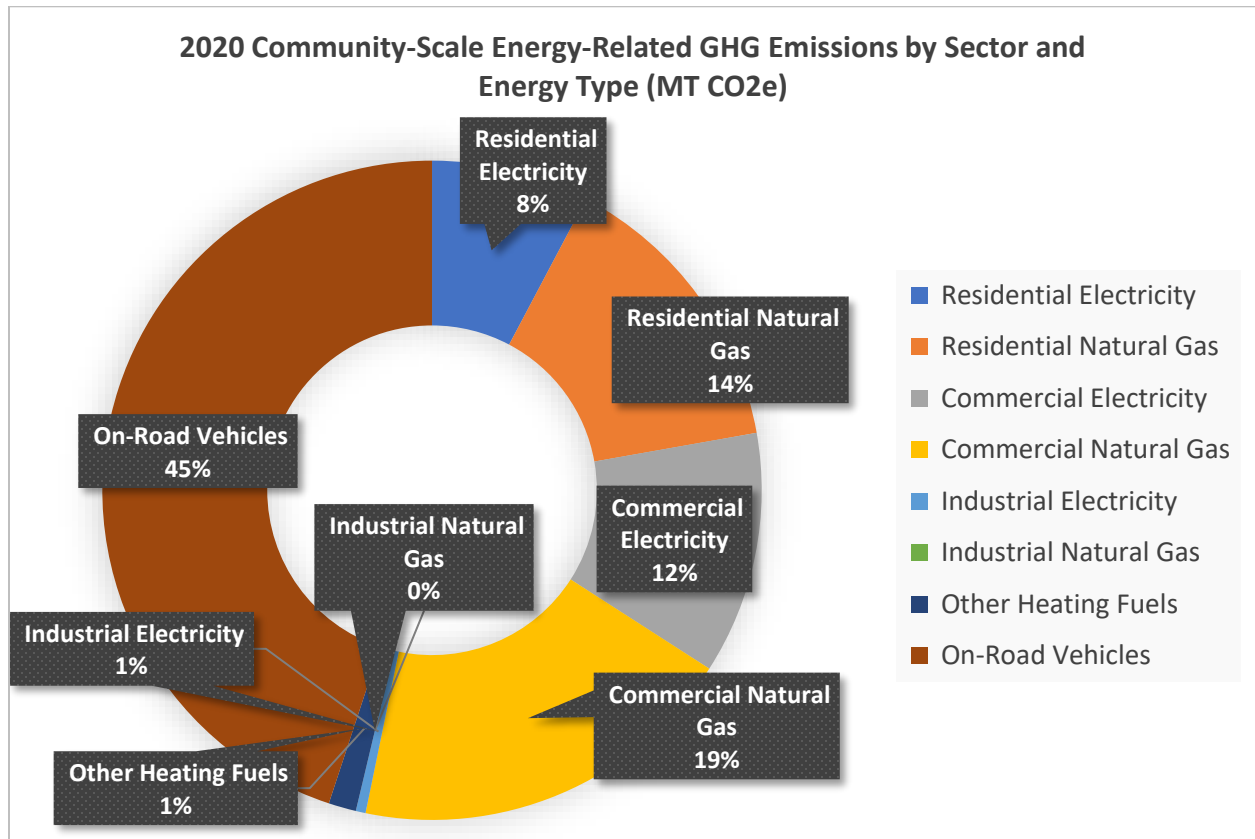


Chart 3. Overall GHG Emissions of Asbury Park by Subsector

Source: Sustainable Jersey. Community-Scale Greenhouse Gas (GHG) Emissions Data

III. Work Plan

The Asbury Park Community Energy Plan is primarily an action and implementation plan. This section details the initiatives selected as City priorities for the next four years. These initiatives will generate significant greenhouse gas emissions reductions for both municipal operations and the wider community while providing numerous local co-benefits, such as improved air quality and creation of local jobs.

The initiatives are based on the Strategies of the [New Jersey Energy Master Plan: Pathway to 2050](#). Each Strategy section includes one or more initiatives. Implementation details are provided for each initiative, including the initiative lead person/entity, the time frame for implementation, and any significant obstacles to successful implementation.

Strategy 1: Reduce Energy Consumption and Emissions from the Transportation Sector

- 1.1 Increase Public Transportation Service
- 1.2 Identify and implement an EV Car share program
- 1.3 Increase Alternative transportation
- 1.4 Purchase Alternative Fuel Vehicles
- 1.5 Improve Municipal Fleet Efficiency
- 1.6 Install more Public EV Charging Infrastructure
- 1.7 Encourage Workplace EV Charging Infrastructure
- 1.8 Decrease Speed limits on local roadways

Strategy 2: Accelerate Deployment of Renewable Energy and Distributed Energy Resources

- 2.1 Install On-Site Municipal Renewable Generation
- 2.1 Buy Renewable Energy for Municipal Facilities
- 2.2 Continue to support Renewable Government Energy Aggregation (R-GEA)
- 2.3 Support Community Solar as Outreach Coordinator
- 2.4 Host a Community Solar Project on Municipal Property

Strategy 3: Maximize Energy Efficiency and Conservation and Reduce Peak Demand

- 3.1 Upgrade Energy Efficiency for Municipal Facilities
- 3.2 Residential Energy Efficiency Outreach Campaign
- 3.3 Commercial Energy Efficiency Outreach Campaign

Strategy 4: Reduce Energy Consumption and Emissions from the Building Sector

- 4.1 Construct New Municipal Buildings as Model Green Buildings
- 4.2 Conduct Outreach Targeting New Construction in the Community
- 4.3 Require Green Building in Redevelopment Projects

Strategy 6: Support Community Energy Planning and Action with an Emphasis on Encouraging and Supporting Participation by Low- and Moderate-Income and Environmental Justice Communities

- 6.1 Make Community Energy Planning Inclusive
- 6.2 Conduct Energy Efficiency Outreach to Low- and Moderate-Income Residents
- 6.3 Support Shared Mobility Programs
- 6.4 Support Low- and Moderate-Income Community Solar Subscriptions
- 6.5 Conduct Energy Efficiency Outreach to Community-Serving Institutions

Strategy 1: Reduce Energy Consumption and Emissions from the Transportation Sector

Transportation accounts for over 40% of New Jersey’s greenhouse gas emissions, primarily due to on-road gasoline consumption (NJDEP, “Transportation & Emissions”). Fossil fuel-powered transportation also produces local air pollution that significantly harms the health and quality of life of residents. Asbury Park can electrify municipal fleet vehicles and promote transportation electrification in the community to lessen the negative impact of our transportation system on our community and the world. Asbury Park did a deep examination of the cost of total fleet electrification.



Initiative 1.1: Increase Public Transportation Service

Description: Continue to lobby New Jersey Transit for more and consistent service.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Director of Transportation	On -going	high	1 year	N/A

Departments involved:

- Administration
- Planning and Redevelopment

Obstacles/Barriers:

- Lack of funding

Community notes: We continue to work with our partners at NJ Transit to ensure that we do not experience cuts in rail and bus service and encourage an increase of rides.

Measures of Success:

The goals for this initiative are new regulations regarding Electric Vehicle Supply Equipment (EVSE) site design, such as accessibility and signage, and integration of the Model Statewide Municipal EV Ordinance into Asbury Park's land-use code and permitting documents.

Next steps:

Continue relationship with NJTransit.

Encourage other municipalities to join us in our lobby for more rail and bus service.

Initiative 1.2: Identify and Implement an EV Car Share Program

Description: Provide an EV car share program that is best suited for the Asbury Park community.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Director of Transportation	June 2027	Medium	3 months for procurement plan, then 3 years to implement plan	NJBPU Clean Fleets Electric Vehicle Incentive Program;

Departments involved:

- City Manager
- Planning Department

Table 2. Vehicles and Electric Vehicles in Asbury Park			
Year Updated	Estimated Total Passenger Vehicles	# of EVs	% Electric
2015	6,681	8	.13%
2019	8,588	73	.85%
Source: Sustainable Jersey. Community Profile Data by Municipality.			

Obstacles/Barriers:

- Finalizing which car share provider the City of Asbury Park should employ.
- Choosing where the EV car share vehicles should be located.
 - Will the car share vehicles use existing EV chargers? If so, they will reduce the number of EV chargers available to the residents of Asbury Park.

Community notes:

As shown in Table 2, the City has greatly increased the number of electric vehicles from 2015 – 2019. The City aims to provide a car share service utilizing EV vehicles. The City met with two car share providers, Good 2 Go and Zipcar, but they have different approaches to membership, pricing, car share vehicles, and community engagement. Zipcar operates on a larger scale with a more diverse fleet and extensive charging infrastructure. While Good 2 Go focuses on partnerships and affordability, particularly for underserved communities. Both car share providers require a membership fee in addition to an hourly rate. Good 2 Go's fee is a time purchase membership while Zipcar requires a monthly fee. Since Good 2 Go is a nonprofit organization, they would require local partners unlike Zipcar which is part of the Avis Auto Group. The City of Asbury Park will review these providers further and decide which one will serve the community best and contract that provider for their EV car share program.

Measures of Success:

1. Number of trips annually using ride share

Next steps:

1. Create a car share program with either Good 2 Go or Zipcar.
2. Allocate locations in Asbury Park for the car share vehicles to be parked.
3. Find potential funding opportunities to lower the membership costs of the EV Car Share Program.

Initiative 1.3: Increase Alternative Transportation

Description:

With limited resources from NJ Transit, Asbury Park will continue to explore alternatives to traditional public transportation.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Director of Transportation	June 2023	High	On-going	Grants

Departments involved:

- Planning and Redevelopment
- Administration

Obstacles/Barriers:

Funding

Community notes:

The City wishes to continue to expand its' network of alternative transportation and make our existing bike, scooter, and pedestrian infrastructure safer. We will encourage more bike/pedestrian routes and convenient and secure bicycling.

We are looking to fund jitney/trolley loop service to connect the train station, Central Business District (downtown), waterfront and neighborhoods. We will continue to expand our micro-mobility Share program. Also, we would like to encourage the police department to add more patrols on bikes.

Measures of Success:

Implementation of jitney/trolley service.

Increase in bike/pedestrian mileage.

Increase in annual trips taken via micro-mobility.

More bike patrols.

Install more bike corrals and bike racks.

Next steps:

Apply for grant for jitney/trolley service.

Put out a Request for Proposal (RFP) for micro-mobility options.

Initiative 1.4 Purchase Alternative Fuel Vehicles (AFV)

Description:

Replace existing municipal fleet vehicles with plug-in hybrid, battery, electric, or other sustainable alternative fuel vehicles, using fleet analysis to inform purchases.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
City Manager	June 2027	Medium	3 months for procurement plan, then 3 years to implement plan	NJBPU Clean Fleets Electric Vehicle Incentive Program; NJEDA Zero-Emission Incentive Program

Departments involved:

- Department of Public Works
- Fire Department
- Finance Department
- Police Department
- EMS

Obstacles/Barriers:

New fleet vehicles will only be obtained to replace existing retired fleet vehicles. Thus, the replacements will be gradual over time. Also, of the nine (9) vehicle types that were analyzed at the time of this plan the only ones that resulted in positive cost savings were: Sedan, SUV, Pickup Truck and Fire Truck. One obstacle will be getting the Police and Fire departments comfortable with the readiness of the charging stations. For example, if there is a major power outage event like a hurricane or blackout, vehicles will need to be ready immediately. Power redundancy and backup power will need to be built into the program.

Community notes:

Asbury Park conducted a Benefit-Cost Analysis that analyzes the potential cost savings for replacing existing municipal vehicles with electric alternatives (Appendix A). The analysis quantified the potential cost savings for replacing existing municipal vehicles with electric vehicles and found potential funding opportunities, such as grants and incentives, for purchasing the electric vehicles and charging infrastructure.

Measures of Success:

1. Strategic plan to prioritize which vehicles in fleet to replace with AFVs.
2. Fleet charging infrastructure installed for municipal vehicles.
3. First battery electric vehicle added to municipal fleet.
4. At least 6.5% of municipal vehicles are electric.

Next steps:

1. Purchase an EV replacement for the fleet vehicles from the Electrification Benefit Cost Analysis that were in the 4 cost saving categories and will be retired soon.

2. Install charging infrastructure for planned EV replacement vehicles.
3. Continue meetings with police, fire, and DPW departments to keep up to date with what current inventory vehicles are being retired and see if they can be replaced with EV.

Initiative 1.5 Improve Municipal Fleet Efficiency

Description:

Coordinate the strategic replacement (or retirement) of vehicles, scheduling of preventative maintenance, and improvement of driver efficiency to reduce the GHG footprint of all municipal fleets – public works, police, fire, etc. Requires tracking of fleet data such as age of vehicles, duty cycle, and use patterns.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
DPW	Jan 2024	Medium	3 months for procurement plan, then 3 years to implement plan	NJBPU Clean Fleets Electric Vehicle Incentive Program; NJEDA Zero-Emission Incentive Program

Departments involved:

- Director of Transportation
- Finance Department
- All departments operating fleet vehicles

Obstacles/Barriers:

- Some vehicle users may be concerned that EVs don't have enough range for their needs.
 - Prior to procurement, DPW Fleet Manager will use fleet analysis to show that incoming EVs have sufficient range for their intended uses.

Community notes:

Asbury Park's municipal fleet currently consists of 273 active vehicles as of 2024 with at least 8 hybrid (5 vehicles ready to be replaced) vehicles. The fleet inventory, listed as an Appendix C at the end of this plan, lists basic details of each vehicle but does not include emissions calculations. Thus, the basic inventory was not included as a Sustainable Jersey action, but does keep track of vehicle data which will be helpful as vehicles are replaced in the upcoming years.

A fleet electrification analysis, done using the [Atlas Public Policy's DRVE Tool](#), shows that six vehicles from the current fleet could be cost-effectively replaced with electric vehicles. In other words, the total cost of ownership for each vehicle would be less than the total cost of purchasing an ICE (internal combustion engine) counterpart.

City of Asbury Park Community Energy Plan

Measures of Success:

The goal of this initiative is to reduce annual municipal fleet GHG emissions by 20% by 2027. Based on the 2020 fleet inventory, Asbury Park must achieve annual fleet emissions of less than 742 metric tons of CO₂e by 2027.

Next steps:

4. DPW Fleet Manager establishes process for annual fleet inventory, including tracking system for fuel usage and mileage of every vehicle in the municipal fleet.
5. DPW Fleet Manager creates five-year procurement plan that includes requirement that all vehicles be replaced with plug-in or fully electric counterparts, when deemed cost-effective per Atlas Public Policy's DRVE Tool. Procurement plan will also include EV charging infrastructure.

Initiative 1.6: Install More Public EV Charging Infrastructure

Description: Install more electric vehicle charging infrastructure, including chargers, signage, and safety and accessibility features, for public use.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Director of Transportation	April 2024	Medium	4 years	Grants, Private Market

Departments involved:

- Department of Public Works
- Administration
- Parking Committee

Obstacles/Barriers:

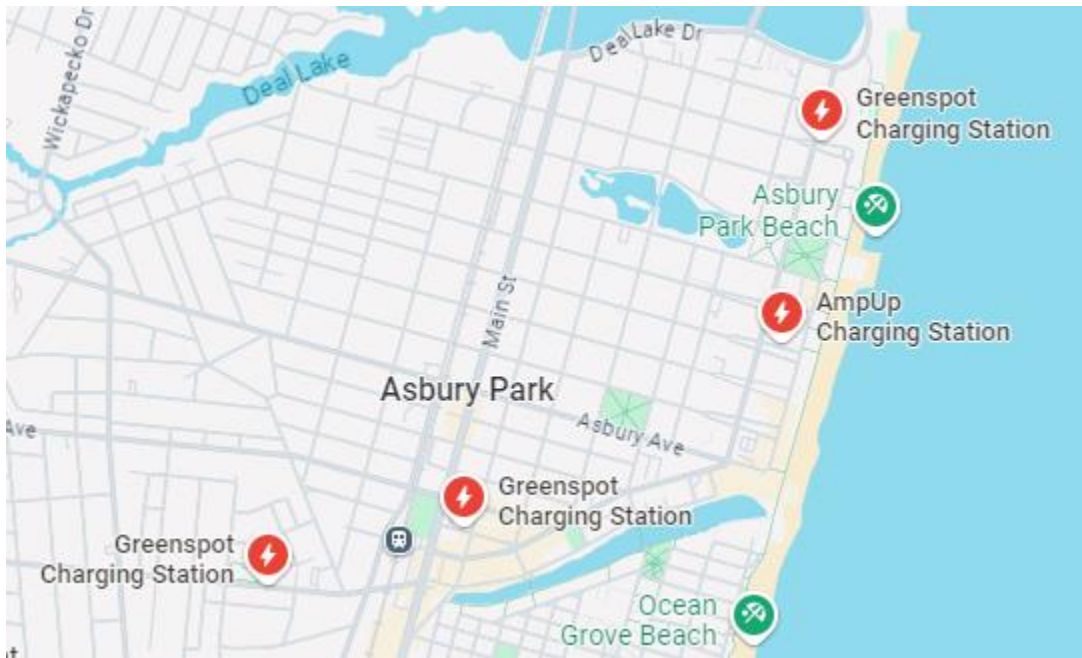
- Charging stations are often seen as a marker of gentrification.
 - Besides utilizing installation incentives to reduce initial costs, the City may charge a fee for use of the charging station to gradually recuperate the costs.
 - Low adoption of EV charging demand.

Community notes:

There are four Level 2 public EV charging stations within Asbury Park and one within a five-mile radius. There are no Level 3/DCFC public charging stations within five miles of Asbury Park.

Public EV Charging Station Locations:

1. Mattison Avenue, Asbury Park, NJ
2. Ocean Avenue, Asbury Park, NJ
3. Seventh Avenue, Asbury Park, NJ
4. Springwood Avenue, Asbury Park, NJ



Map 1. Public EV Charging Stations near Asbury Park, NJ

Source: NJDEP. Public EV Charging Locator Map

Measures of Success:

The goal of this initiative is to install additional public charging stations in Asbury Park.

Next steps:

1. Evaluate where other locations should be ideally located.
2. Issue RFP.
3. Grant Contract.

Initiative 1.7: Encourage Workplace EV Charging Infrastructure

Description: Install electric vehicle charging infrastructure, including chargers, signage, and safety and accessibility features, for public use – specifically in the workplace.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Director of Transportation	November 2024	Medium	2 years	It Pay\$ to Plug In, Private Market

Departments involved:

- Department of Public Works
- Administration

Obstacles/Barriers:

Equity concerns – encouraging EV parking in the workplace results in priority parking for those with electric vehicles. In doing so, it is important to consider parking concerns for the entire working population (especially, ADA and those that may not be able to afford electric vehicles).

Community notes:

Very few employees bring an EV to work due to lack of infrastructure.

Measures of Success:

The goal of this initiative is to install an additional public charging station in Asbury Park.

NEXT STEPS: Incentivize adoption or use of EV vehicles by City Employees.

Strategy 2: Accelerate Deployment of Renewable Energy and Distributed Energy Resources

Expanding renewable energy generation is necessary to eliminate greenhouse gas emissions from our energy system. New Jersey's most readily available renewable resource is sunlight, which more and more utility customers can now access thanks to declining prices and new systems like community solar. Asbury Park can continue to refine local policies regarding solar and other renewable resources to promote local growth of renewable generation capacity.



Initiative 2.1 Install On-Site Municipal Renewable Generation

Description: To install solar on the roof of the municipal building, the DPW building and the Wastewater Treatment Plant.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Administration/DPW Director	November 2024	High	2 years	grants

Departments involved:

- Department of Public Works
- Planning & Redevelopment
- Municipal attorney

Obstacles/Barriers

- Municipal budget may not be able to cover upfront costs.
 - Staff will consider alternative ownership models that minimize upfront costs.

Community notes:

The City aims to implement solar rooftop panels for the municipal building and the fire department building in 2025.

Measures of Success:

The goal of this initiative is to create a contract to install onsite solar arrays supplying at least an additional 5% of the total annual electricity used for municipal operations.

Next steps:

1. Administration, DPW and Finance Department to determine which ownership model to pursue.
2. Purchasing Agent can use American Cities Climate Challenge template to create RFP for solar PV array(s) that includes site feasibility analysis.
3. Purchasing Agent sends RFP to municipal attorney for review and presents to Municipal Council for approval to release.
4. Winning bid confirmed by Municipal Council; construction contract awarded.

Initiative 2.2 Buy Renewable Energy for Municipal Facilities

Description: Explore alternative energy markets to purchase energy for municipal buildings.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Purchasing Agent	Sept 2024	Medium	One year	N/A

Departments involved:

- Department of Public Works
- Finance Department
- Administration
- Municipal attorney

Obstacles/Barriers

- Alternative energy may cost more.

Community notes:

People are generally weary of alternative energy options. It is important to maintain open and trustful communication with community members regarding energy options.

Measures of Success:

Discovery and research of other alternative energy markets.

Next steps:

Look into other types of alternative energy.

Initiative 2.3 Continue to Support Renewable Government Energy Aggregation (R-GEA)

Description:

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Department of Planning and Redevelopment	Sept 2024	Medium	One year	N/A

Departments involved:

- Administration

Obstacles/Barriers

- Market prices.

Community notes:

The city has attempted to buy clean energy through the bid process. Prices have recently come in higher than JCP&L.

Measures of Success:

A successful bid.

Next steps:

Listen to our consultant as to when it is an optimal time in the Energy Market to bid again.

Initiative 2.3 Support Community Solar as Outreach Coordinator

Description: Dedicate Municipal Resources to outreach for Community Solar.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Green Team	March 2024	N/A	18 months	N/A

Departments involved:

- Planning and Redevelopment
- Administration
- Communications

Obstacles/Barriers:

- Lack of resources
- Lack of large roof expanses for Solar installation.

Community notes:

The City and Community Solar have worked together on a mail campaign to all residents to alert them of Community Solar.



Map 2. Solar Generation Potential Source: [Google Sunroof](#)

According to Google's Project Sunroof, 77% of buildings in Asbury Park are viable for rooftop solar. That amounts to square feet of suitable rooftop area for solar, enough for MW of generation capacity and MWh of electricity generation per year. Darker shades indicate shady rooftop area and lighter shades indicate sunny rooftop area.

Asbury Park's solar installations increased significantly between 2015 and 2019, suggesting the Solar Challenge was a success and thus the City has significant influence on local solar adoption (Sustainable Jersey, Solar Installation Data).

Measures of Success:

The goal of this initiative is to create a multi-municipality solar outreach campaign utilizing a localized competitive solar online marketplace.

Next steps:

1. Create draft plan for new campaign involving new forms of media.
2. Draft new municipal resolution of support for the outreach campaign if needed and send Council for approval.

Strategy 3: Maximize Energy Efficiency and Conservation and Reduce Peak Demand

Energy efficiency and conservation are the most cost-effective methods of reducing greenhouse gas emissions from the energy system. Improving energy efficiency also generates local jobs, reduces local pollution, improves health and comfort, and adds resiliency to the energy system. Asbury Park can utilize energy efficiency to lower costs in municipal operations and encourage the community to follow suit to realize these many benefits.



Initiative 3.1 Upgrade Energy Efficiency for Municipal Facilities

Description: Upgrade municipal facilities to be more energy efficient. New Jersey's Clean Energy Program and utility companies (electric and natural gas) offer incentive programs that guide municipalities through the upgrade process, starting with free audits to establish the most effective measures to reduce energy use. Following implementation, the City can showcase upgrades in an energy efficiency outreach to local businesses.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Administration	Jan 2024	High	18 months	energy efficiency incentive programs

Departments involved:

- All departments.

Obstacles/Barriers:

- No significant barriers were identified.

Community notes:

The City currently owns seven buildings. Chart 4 shows the energy use intensity (the annual amount of energy used per square foot) of the City's buildings compared to the national average for the corresponding property type. Energy usage is tracked monthly in the City's ENERGY STAR Portfolio Manager account.

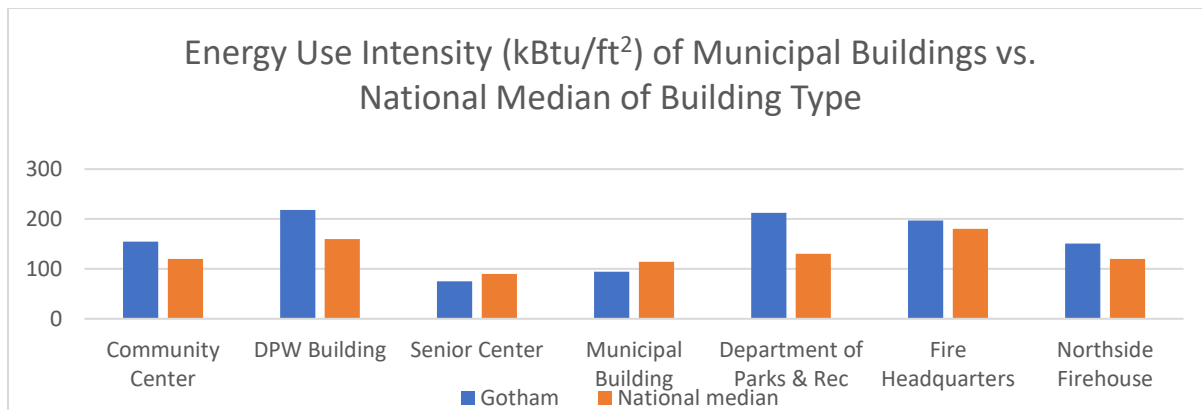


Chart 4. Energy Use Intensity of Asbury Park's Municipal Buildings vs. National Median of Building Type

Source: Asbury Park ENERGY STAR Portfolio Manager account

All City buildings were audited in 2015 via the Local Government Energy Audit program. The City last upgraded energy efficiency in municipal buildings in 2016-2017 using the NJCEP Direct Install.

In 2022, Sustainable Jersey began offering technical assistance to Asbury Park staff to determine next steps for improving energy efficiency in municipal facilities. Sustainable Jersey staff and Asbury Park staff gathered 14 months of recent utility data to review for upgrade opportunities. Together, they determined Direct Install assessments are appropriate for all Asbury Park buildings.

Asbury Park intends to achieve the Sustainable Jersey Gold Star in Energy, which requires reducing greenhouse gas emissions from municipal operations and facilities at least 3.6% per year for three consecutive years. Based on 2019 municipal emissions, for example, Asbury Park would need to reduce emissions from municipal operations by 162 metric tons CO₂e per year from 2019 to 2022.

Measures of Success:

The goal of this initiative is Direct Install implementation for all municipal buildings.

Next steps:

1. Public Works (DPW) to communicate with CFO the cost of increasing energy efficiency based on the Direct Install Report. Some items would be identified as being able to be completed in-house while others would go to RFP.
2. Administration brings together DPW, Finance, and Engineering to review Direct Install Scope of Work proposals.
3. Administration meets with Richland Gas energy efficiency representatives and Sustainable Jersey staff to determine next steps.

Initiative 3.2 Residential Energy Efficiency Outreach Campaign

Description: Implement an outreach effort to help residents take advantage of energy efficiency incentive programs offered by New Jersey’s electric and natural gas utilities, including Home Performance with ENERGY STAR and Comfort Partners.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Green Team	July 2024	High	One year	N/A

Departments involved:

- Planning and Redevelopment
- Communications

Obstacles/Barriers:

- As of 2022, an estimated 69% of residents were renters in the City, so most residents aren’t technically utility customers. This creates a barrier for renters as you must be a utility customer to participate in utility energy efficiency programs (Sustainable Jersey, Community Profile Data by Municipality).
 - As a solution, the outreach campaign will work with building owners to get enrolled in utility incentive programs.

Community notes:

Chart 3 “Overall GHG Emissions of Asbury Park by Subsector” above shows that combined residential emissions (electricity and natural gas) account for roughly a quarter of energy-related GHG emissions.

Home Performance with ENERGY STAR (HPwES) is a comprehensive residential energy efficiency program. The program offers participants a home energy audit and incentives for completing recommended energy efficiency upgrades. All residential utility customers residing in buildings with four or fewer units are eligible for HPwES. About half (49%) of Asbury Park households live in buildings with four or fewer units.

1,299 residential energy efficiency projects were completed from 2009 to 2021 – a 32.84% participation rate. This number includes projects from the Home Performance with ENERGY STAR, Comfort Partners, Weatherization Assistance Program, and PSEG Whole House programs (Sustainable Jersey, Lifetime Residential Energy Efficiency Program Participation Rate (2021)).

Measures of Success:

The goal of this initiative is to implement an outreach campaign promoting the residential energy efficiency incentive programs. Success would be measured through increased participation rates.

Next steps:

1. The Green Team identifies residents that have already utilized residential energy efficiency programs to be advocates in outreach campaign.
2. The Green Team holds workshops and coordinates with utility reps and advocates to determine the date/time of workshops.
3. The Green Team and The Director of Communications work together to develop and distribute flyers and digital materials to promote residential incentive programs and advertise the workshop.
4. The Green Team hosts workshops.
5. Planning and Redevelopment coordinates messaging with the Director of Communications for social media and the City website.



Initiative 3.3 Commercial Energy Efficiency Campaign

Description: Contact large energy users in the community to prompt interest in managing energy use, including participating in utility commercial energy efficiency incentive programs like Engineered Solutions and PJM's Demand Response program.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Green Team	July 2024	Medium	One year	N/A

Departments involved:

- UEZ
- Communications

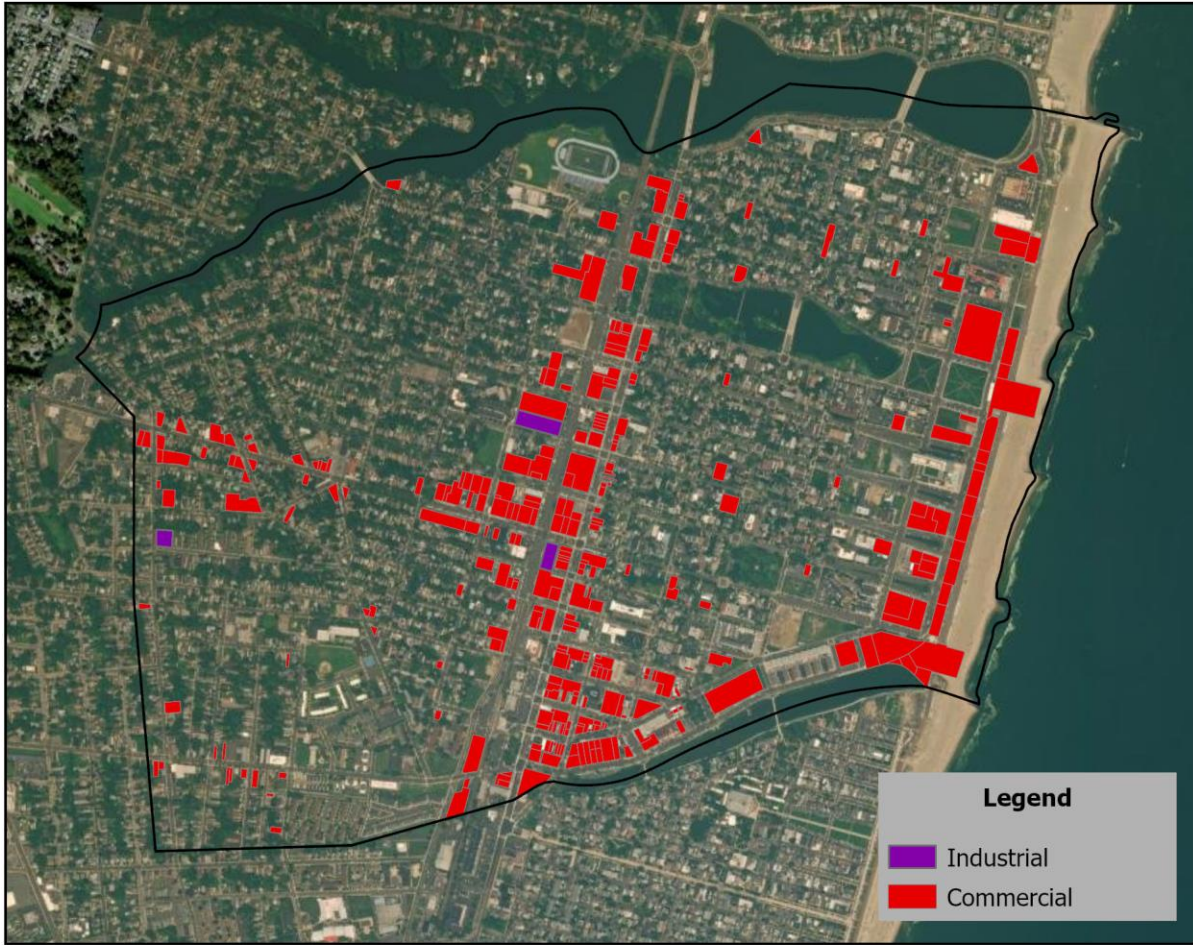
Obstacles/Barriers:

- Businesses may be suspicious of municipal program.

Community notes:

As of 2024, there are 335 commercial and industrial properties in Asbury Park, as shown in Map 3 below. The majority are located on the Boardwalk and along the Main Street and Cookman Avenue corridors. Commercial and industrial properties may be assisted by Energy Management solutions programs offered by utility companies.

Commercial and Industrial Properties of Asbury Park



Map 3. Commercial and Industrial Properties of Asbury Park

Source: NJ MOD-IV data. NJ Commercial & Industrial Properties Map.

Key: Purple = Industrial, Red = Commercial

25 commercial and industrial energy efficiency projects were completed from 2009 to 2021 – a 7.46% participation rate (Sustainable Jersey, Lifetime Commercial Energy Efficiency Program Participation Rate (2021)).

Measures of Success:

The goal of this initiative is to implement outreach to Asbury Park's large energy users promoting energy efficiency and energy management programs.

Next steps:

1. UEZ director hosts a workshop for commercial properties.

Strategy 4: Reduce Energy Consumption and Emissions from the Building Sector

According to New Jersey's Energy Master Plan, 62% of the state's total end-use energy consumption is associated with buildings, with space heating, water heating, appliances, and industrial uses accounting for 28% of New Jersey's greenhouse gas emissions. Decisions made during new construction and building retrofits have significant and long-lasting impacts on this energy use. Asbury Park can reduce energy use and emissions from buildings by prioritizing green design in new construction and utilizing municipal buildings as models for the community.



Initiative 4.1 Construct New Municipal Buildings as Model Green Buildings

Description: Implement a policy encouraging or requiring consideration of green building practices for any new municipal construction project. Highlight incentives from NJCEP's New Construction Energy Efficiency program. Following construction, showcase green building features information to encourage others to follow suit.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Administration	On going	Low	Four months to pass policy, then ongoing	N/A

Departments involved:

- Administration
- City Engineer
- Department of Public Works
- Purchasing Agent

Obstacles/Barriers:

Some residents may oppose adding more cost to construction of municipal facilities.

Community notes:

The City as part of its green pledge has a stated policy goal of green building practices.

Measures of Success:

The goal of this initiative is to create an official Green Building Policy for new construction of municipal facilities.

Next steps:

1. Create the Green Building Policy.
2. Implement the actions for new construction of municipal facilities.

Initiative 4.2 Conduct Outreach Targeting New Construction in the Community

Description: Implement a policy encouraging or requiring consideration of green building practices for any new construction project. Highlight incentives from NJCEP's New Construction Energy Efficiency program. Following construction, showcase green building features with information and media to encourage others to follow suit.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Planning and Redevelopment	On going	High	On-going	N/A

Departments involved:

- Administration

Obstacles/Barriers:

Some developers push back at costs.

Community notes:

Buildings in new redevelopment areas and the waterfront are required by redeveloper agreement to build the equivalent of LEED silver.

Measures of Success:

Increase of LEED silver equivalent buildings.

Next steps:

Promote developed of LEED silver equivalent projects.

Strategy 6: Support Community Energy Planning and Action with an Emphasis on Encouraging and Supporting Participation by Low- and Moderate-Income and Environmental Justice Communities

New Jersey's Energy Master Plan calls for Community Energy Plans like this one to drive a rapid shift to a clean energy system that specifically benefits low- and moderate-income (LMI) and environmental justice (EJ) residents. Under the current system, low- and moderate-income residents often struggle to afford energy resources such as electricity and gasoline. Meanwhile, environmental justice communities suffer from health problems caused by pollution from the fossil-fuel-based energy system. By integrating the needs of LMI and EJ communities with local energy initiatives, Asbury Park can alleviate burdens on these communities caused by the current system while mitigating global climate change.



Initiative 6.1 Make Community Energy Planning Inclusive

Description: Ensure that all voices are heard in the City for Planning Energy Initiatives.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Green Team	June 2025	High	On-going	N/A

Departments involved:

- Administration
- City Clerk
- Communications
- Planning and Redevelopment

Obstacles/Barriers:

- Target audience may be skeptical of utility programs such as Comfort Partners.
 - City will ask trusted community organizations to promote Comfort Partners, including Interfaith Neighbors and houses of worship.
 - Outreach campaign will include materials featuring statements from Asbury Park residents that have participated in Comfort Partners.

Community notes:

Participation in these programs has been low. The City has conducted energy efficiency outreach specifically targeting low- and moderate-income residents. The City currently lists state resources for help with paying utility bills on the municipal website: www.AsburyParkCity.gov/utilityhelp. However, the list does not include any resources for improving energy efficiency.

The Green Team will coordinate this initiative with outreach on Home Performance with ENERGY STAR (Initiative 3.2).

Measures of Success:

The goal of this initiative is to create awareness in Asbury Park of the energy efficiency and utility assistance resources available to low- and moderate-income residents.

Next steps:

1. The Green Team contacts Comfort Partners outreach coordinator to request assistance in planning a Comfort Partners outreach campaign.
2. The Green Team schedules meetings with representatives from at least three community organizations to discuss partnering on outreach to low- and moderate-income residents.
3. The Green Team creates a plan with a timeline for completing several forms of outreach to inform residents about state/utility energy assistance and energy efficiency resources. Outreach will be integrated with broader residential outreach (Initiative 3.2) where possible.

Initiative 6.2 Conduct Energy Efficiency Outreach to Low- and Moderate-Income Residents

Description: Promote state/utility energy efficiency programs for low- and moderate-income residents using community-serving institutions as messengers, providing non-English promotional materials where appropriate, and emphasizing co-benefits of energy efficiency upgrades (health, safety, and comfort).

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Green Team	June 2025	High	8 months	N/A

Departments involved:

- Administration
- Communications

- City Clerk

Obstacles/Barriers:

- Target audience may be skeptical of utility programs such as Comfort Partners.
 - City will ask trusted community organizations to promote Comfort Partners, including Interfaith Partners and houses of worship.
 - Outreach campaign will include materials featuring statements from Asbury Park residents that have participated in Comfort Partners.

Community notes:

Due to low participation in these programs, the City must focus efforts on inclusive outreach. Multiple avenues should be utilized such as mail, social media, and evening meetings so that all residents have an opportunity to participate.

The Green Team will coordinate this initiative with outreach on Home Performance with ENERGY STAR (Initiative 3.2).

Measures of Success:

The goal of this initiative is to create awareness in Asbury Park of the energy efficiency and utility assistance resources available to low- and moderate-income residents.

Next steps:

4. The Green Team contacts Comfort Partners outreach coordinator to request assistance in planning a Comfort Partners outreach campaign.
5. The Green Team schedules a meeting with representatives from at least three community organizations to discuss partnering on outreach to low- and moderate-income residents.
6. The Green Team creates a plan with a timeline for completing several forms of outreach to inform residents about state/utility energy assistance and energy efficiency resources. Outreach will be integrated with broader residential outreach (Initiative 3.2) where possible.

Initiative 6.3 Support Shared Mobility Programs and Encourage Alternative Modes of Transportation.

Description: Promote and develop shared transportation networks of buses, cars, bikes, etc. with design features that particularly assist low- and moderate-income residents. Encourage shared transportation services to expand access in low-income neighborhoods and provide low-income membership options.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Director of Transportation	August 2025	High	2 years	NJDEP's eMobility grant

Departments involved:

- Planning and Redevelopment
- Administration
- Communications

Obstacles/Barriers:

- Resources.
- Community trust and outreach.

Community notes:

Like most municipalities in New Jersey, transportation in Asbury Park consists primarily of private automobile travel. Commuter data for Asbury Park from the US Census shows that as of 2020, 71% of Asbury Park's working adults commute by car, truck, or van. The City has a passenger rail station and numerous bus lines. While the City offers access to public transit, there is a demand for more routes (including a direct train to NYC).

Charts 5 and 6 illustrate the means of transportation to work and the distribution of annual miles traveled across different types of on-road vehicles for trips that start and/or end in Asbury Park. The two charts show that the City is heavily reliant on cars, as it is the primary source of transportation for most residents.

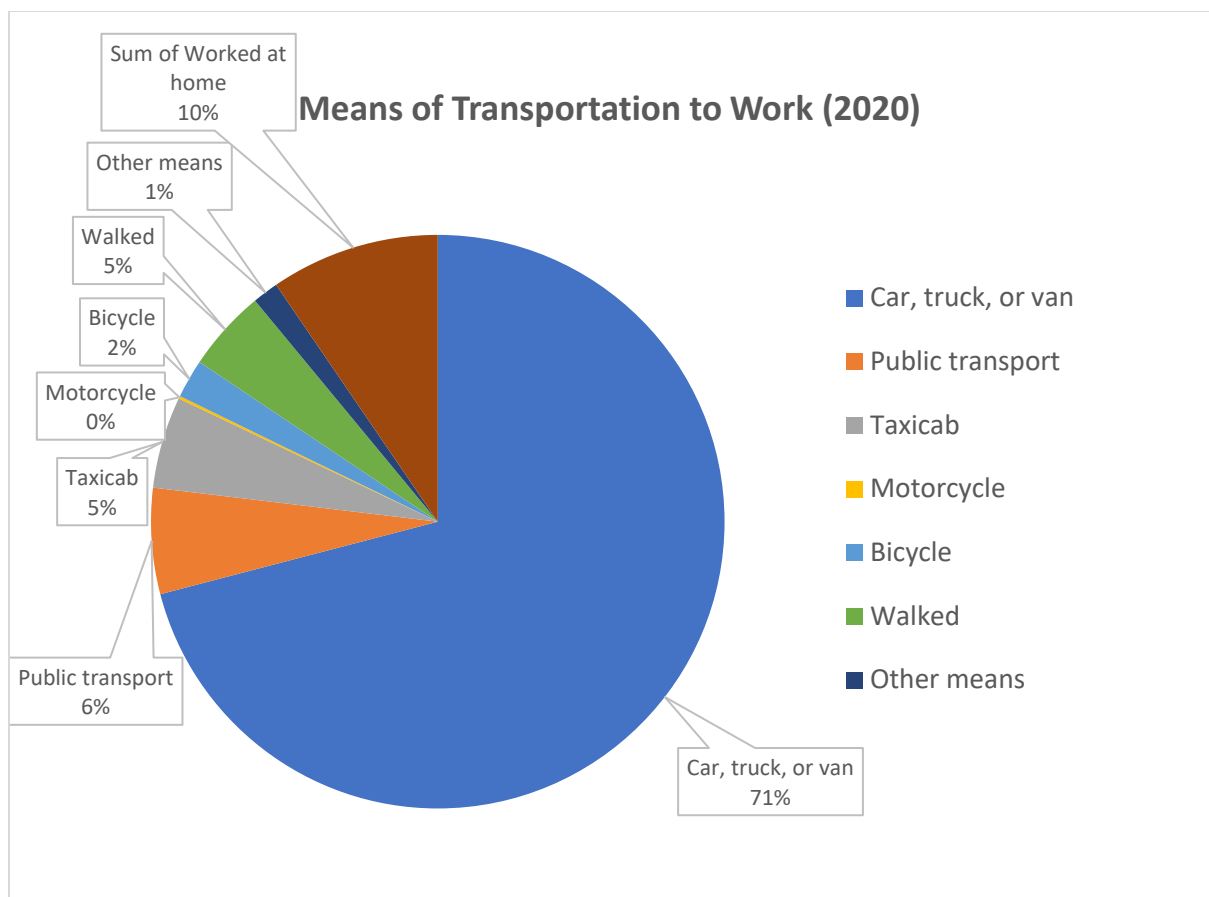


Chart 5. 2020 Means of Transportation to Work

Source: Sustainable Jersey. Community Profile Data by Municipality.

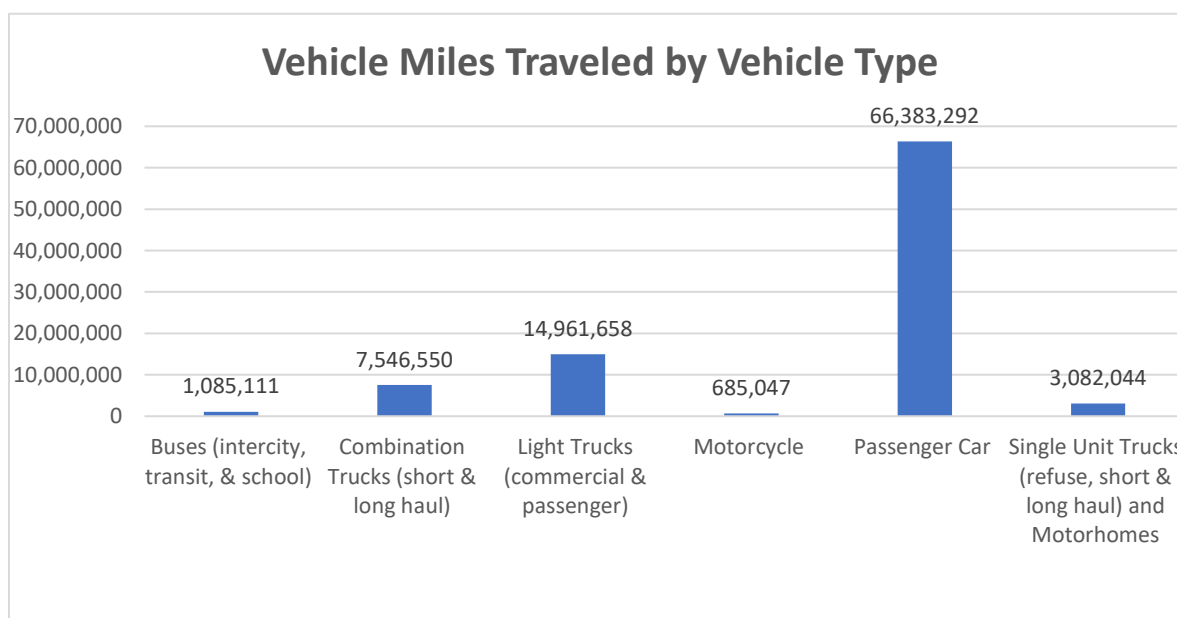


Chart 6. Vehicle Miles Traveled in 2020

Source: Sustainable Jersey. Vehicle Miles Traveled (VMT)/On-Road Vehicle GHG Emissions Data

Note: VMT data includes mileage from alternative fuel vehicles, such as electric vehicles.

Measures of Success:

The goal of this initiative is to enhance our shared e-mobility program in Asbury Park.

Next steps:

Apply for more funding.
Improve new outreach plan.

Initiative 6.4 Support Low- and Moderate-Income Community Solar Subscriptions

Description: As a partner in a community solar project, the City shall implement a policy that reserves some project capacity for LMI residents and/or a discount for LMI subscribers to the project.

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Green Team	Ongoing	High	Ongoing	N/A

Departments involved:

- Planning and Redevelopment
- Communications

Obstacles/Barriers:

Determining an equitable standard for LMI residents/subscribers.

Community notes:

New Jersey will likely have a successor to the Pilot Program by February of 2025, with a different system for project selection.

Measures of Success:

The goal of this initiative is to increase participation in community solar projects in Asbury Park.

Next steps:

Meet with Community Solar to begin new outreach.

Initiative 6.5 Conduct Energy Efficiency Outreach to Community Serving Institutions

Description:

Lead	Start Date	Priority	Anticipated Length	Funding Sources
Green Team	Sept 2026	High	Ongoing	N/A

Departments involved:

- Planning and Redevelopment
- Communications

Obstacles/Barriers:

Resources.

Community notes:

Create a partnership between the City and nonprofits for outreach efforts.

Next steps:

Meet with community partners.

IV. References

- EIA (U.S. Energy Information Administration). 2021. *New Jersey State Profile and Energy Estimates*. <https://www.eia.gov/state/analysis.php?sid=NJ>.
- NJDEP (New Jersey Department of Environmental Protection). 2020. *New Jersey Scientific Report on Climate Change At-A-Glance*. <https://www.nj.gov/dep/climatechange/pdf/scientific-report-on-climate-change-at-a-glance.pdf>.
- NJDEP. 2020. "Transportation and Emissions." <https://www.nj.gov/dep/ages/oepa-trans-emissions.html>.
- NJDEP. 2021. *New Jersey Environmental Justice Mapping Tool*. <https://njdep.maps.arcgis.com/apps/webappviewer/index.html?id=34e507ead25b4aa5a5051dbb85e55055>.
- NJDEP. 2022. *NJ Greenhouse Gas Emissions Inventory Report Years 1990-2019*. https://dep.nj.gov/wp-content/uploads/ghg/2022-ghg-inventory-report_final-1.pdf
- NREL (National Renewable Energy Laboratory). 2018. "Research and Analysis Demonstrate the Lack of Impacts of Glare from Photovoltaic Modules." <https://www.nrel.gov/state-local-tribal/blog/posts/research-and-analysis-demonstrate-the-lack-of-impacts-of-glare-from-photovoltaic-modules.html>.
- SEIA (Solar Energy Industries Association). 2022. "Top 10 Solar States." <https://www.seia.org/research-resources/top-10-solar-states-0>.
- State of New Jersey. 2018. *New Jersey's Railroad Network*. <https://www.state.nj.us/transportation/refdata/gis/maps/RailRoadlines.pdf>.
- State of New Jersey. 2020. *2019 New Jersey Energy Master Plan: Pathway to 2050*. State of New Jersey. https://nj.gov/emp/docs/pdf/2020_NJBPU_EMP.pdf.

APPENDIX A:

Municipal Fleet Electrification Benefit-Cost Analysis





CITY OF ASBURY PARK
MUNICIPAL FLEET ELECTRIFICATION
BENEFIT- COST ANALYSIS



ENGENUITY INFRASTRUCTURE

We Engineer, Plan, and Serve Thriving Communities
through Integrated Public Infrastructure



EXECUTIVE SUMMARY

As part of Asbury Park's Community Energy Plan ENGenuity was tasked with creating a Benefit-Cost Analysis that analyzes the potential cost savings for replacing existing municipal vehicles with electric alternatives. To quantify the potential cost savings from replacing existing municipal vehicles with electric alternatives, as well as finding potential funding opportunities, such as grants and incentives, for purchasing the electric vehicles and charging infrastructure.

The Benefit-Cost analysis was calculated using the Dashboard for Rapid Vehicle Electrification (DRVE) software which compares the Total Cost of Ownership (TCO) of an Internal Combustion Engine vehicle to that of an Electric Vehicle. TCO includes vehicle purchase price, operating, and maintenance cost over the life of the vehicle, as well as charging infrastructure cost for the electric vehicles. To project the value of each vehicle, the analysis uses the depreciated value of the vehicle at the end of its useful life. Annual depreciation is calculated using the purchase price, range, and annual mileage for each vehicle and relies on a formula developed using real world used vehicle sales data. The analysis includes a calculation of the Net Present Value (NPV) of electric vehicles compared to conventional vehicle use. This takes the NPV of the TCO of all vehicles across the fleet by vehicle class. Since Asbury Park would be purchasing electric vehicles after their current vehicles are being retired which would take several years two forecast years were used 2025 and 2030. The forecast year represents when the vehicle would be purchased and models the analysis based on projected vehicle market and technical conditions.

Asbury Park's fleet of vehicles were split into 9 categories based on vehicle use type; Minivan, Pickup Truck, Sedan, Sports Utility Vehicle (SUV), Van, Work Truck, Fire Truck, Refuse Truck and Bus. The average percent savings from electric vehicles for each category for the 2025 forecast year were as follows: Minivan -3.49%, Pickup Truck 9.68%, Sedan 24.45%, SUV 13.02%, Van -27.30%, Work Truck -100.72%, Fire Truck 2.70%, Refuse truck -39.82% and Bus -57.64. For the 2030 forecast year the percent savings results were: Minivan 2.68%, Pickup Truck 15.95%, Sedan 29.00%, SUV 17.25%, Van -18.21%, Work Truck -66.80%, Fire Truck 20.34%, Refuse Truck -39.79% and Bus -57.96%.

Asbury Park plans to replace existing Internal Combustion Engine vehicles as they are retired with electric alternatives, so the City should start by electrifying the vehicle categories with positive percent savings. Since the Sedan, SUV, Pickup Truck and Fire Truck have positive percent savings in the 2025 forecast analysis they should be the first to be electrified. The Minivan category percent savings became positive in the 2030 forecast year analysis they can be purchased once electric vans have become more efficient. The vehicle categories with negative percent savings, Van, Work Truck, refuse Truck and Bus, should not be purchased until electric replacements for these vehicles become more efficient and cost effective.

The results of the Benefit-Cost analysis indicated that some vehicle categories would be cost effective to switch over to electric alternatives. For these Asbury Park can start replacing these vehicles with electric versions once their current vehicle is ready for retirement. The other categories that were not shown to be cost effective the City should wait until these vehicles become more efficient.

ANALYSIS SETTINGS

Vehicle Incentives:

- [Federal Tax Credit](#) - up to \$7,500 for select passenger and medium-duty vehicles. Up to \$40,000 or 3% of heavy-duty vehicles cost, whichever is less. This [link](#) lists which passenger vehicles qualify for the Federal Tax Credit.
- [NJBPU Clean Fleet Electric Vehicle Program](#) – Up to \$4,000 toward each eligible light-duty BEV and up to \$10,000 toward each eligible class 2B-6 BEV. Capped at 4 vehicles.

Charger Incentives:

- Dual Port Level 2 Charger – for light and medium duty vehicles
 - [First Energy EV Driven Program](#) - \$6,700
 - [NJBPU Clean Fleet Electric Vehicle Program](#) – Up to \$4,000 (up to the cost of the charger) toward the cost of the level 2 charging station and up to \$5,000 (up to 50% of the cost) toward Make-Ready cost of each dual port level 2 fleet charging station. Can be applied to two level 2 charging stations.
 - [NJ DEP It Pay\\$ to Plug In](#) - \$4,000 (Not included in the analysis, cannot be used with NJBPU Grant)
- Dual Port Direct Current Fast Charger – for heavy duty vehicles
 - [First Energy EV Driven Program](#)- \$25,000
 - [NJBPU Clean Fleet Electric Vehicle Program](#) – Up to \$50,000 (up to the cost of the charger) toward the purchase of a DCFC station. Up to \$50,000 (up to 50% of the cost) toward the make ready of each DCFC charging station. Can be applied to the cost of one DCFC charging station.

Analysis Inputs:

- Vehicle Useful Life – 10 years or 20 years
- Gas (\$3.590) - [Monmouth County average](#)
- Diesel (\$4.507) - [Monmouth County average](#)
- Electricity (15 c) – [Asbury Park average](#)
- Inflation Rate (3.00%) – [Mid Atlantic Region average](#)
- Carbon (\$51/ton) – [U.S. Standard](#)
- Forecast year - 2025 or 2030
- Level 2 Charger Cost – Cost of level 2 charger from the City of Hoboken
 - Initial Cost
 - Charger \$5,268.75
 - Electrician \$15,213.96
 - Incentives
 - NJBPU Clean Electric Fleet Vehicle Program

- \$4,000 toward the charger
 - \$5,000 toward the electrician cost
 - First Energy EV Driven Program
 - \$6,700 towards the electrician cost
- Final Cost
 - Charger \$1,268.75
 - Electrician \$3,513.96
- DCFC Cost – [Charge NY](#)
 - Initial Cost
 - Charger - \$50,000
 - Electrician - \$100,000
 - Incentives
 - NJBPU Clean Electric Fleet Vehicle Program
 - \$50,000 toward the charger
 - \$50,000 toward the electrician cost
 - First Energy EV Drive Program
 - \$25,000 toward the cost of the charger and electrician cost
 - Final Cost
 - Charger - \$0
 - Electrician - \$25,000
- Level 2 Charger Maintenance Cost – [U.S. DOE](#)
 - \$400/year
- DCFC Charger Maintenance Cost – [U.S. DOE](#)
 - \$800/year

LIGHT & MEDIUM DUTY VEHICLES

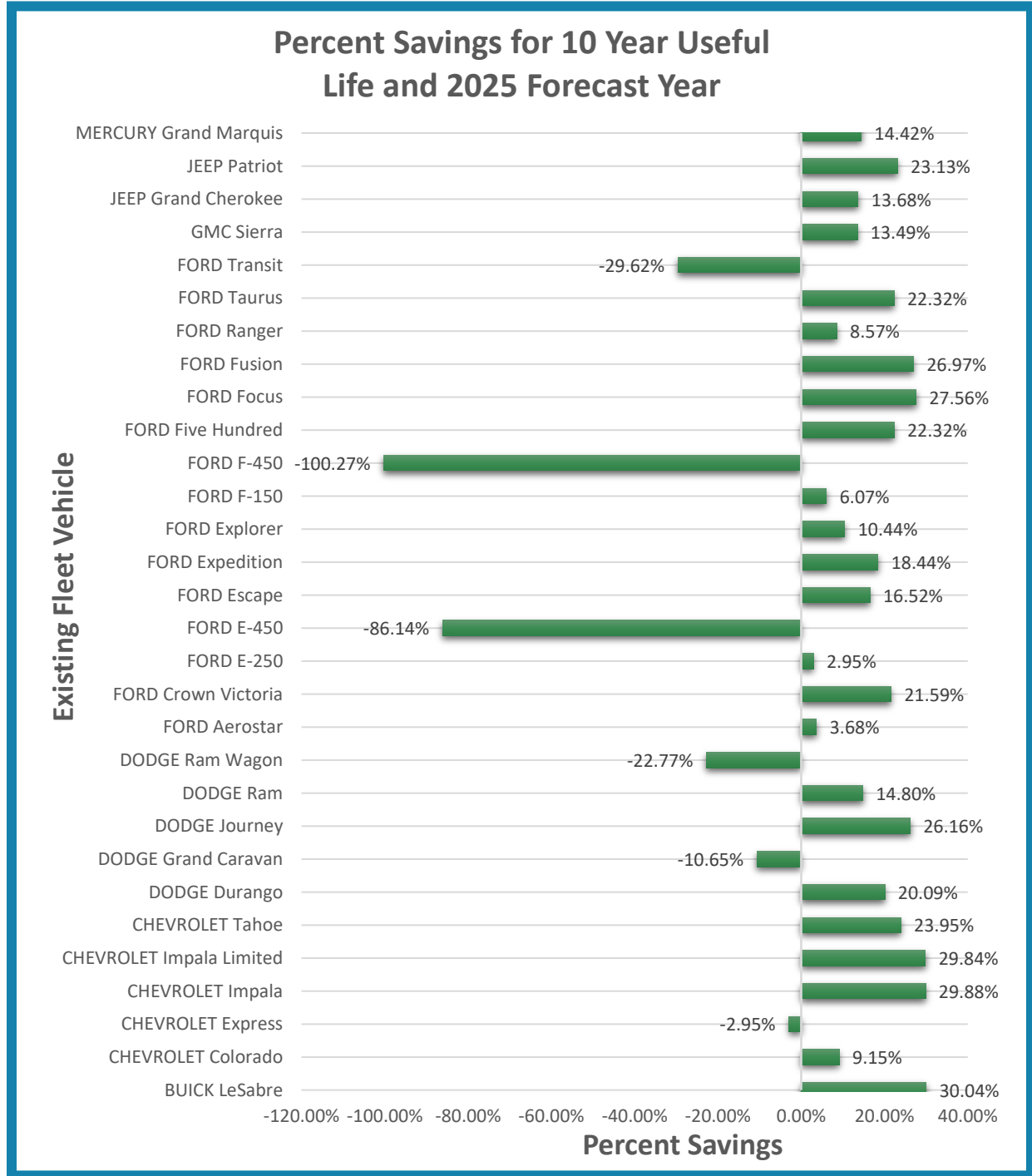


Figure 1: The chart above shows the percent savings of Light Duty EV replacement vehicles vs traditional combustion engine vehicles. The useful life of the EV and combustion engine vehicles were set to 10 years for this scenario and the forecast year was set to 2025. The vehicle listed on the left side is the existing vehicle owned by Asbury Park.

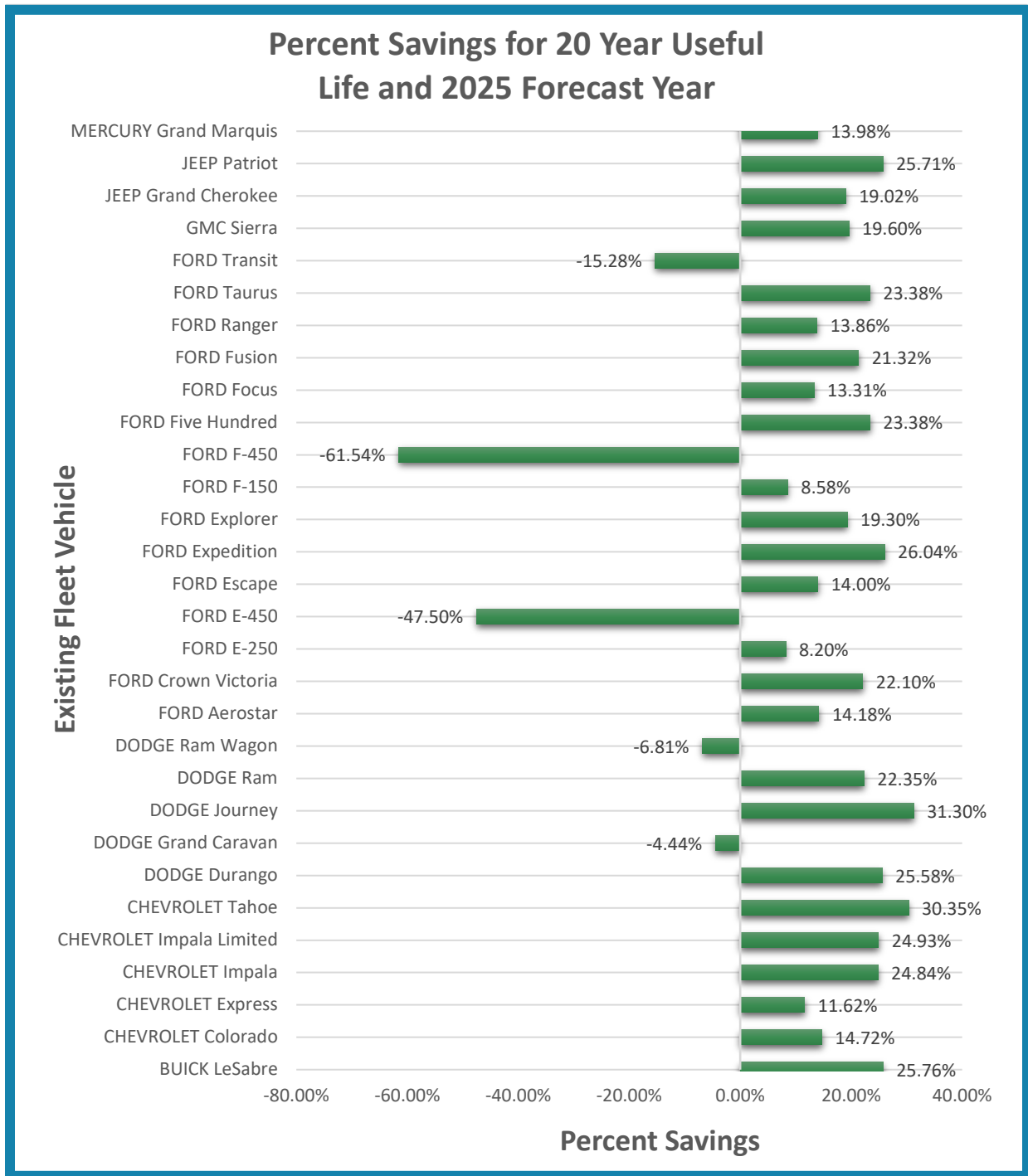


Figure 2: The chart above shows the percent savings of Light Duty EV replacement vehicles vs traditional combustion engine vehicles. The useful life of the EV and combustion engine vehicles were set to 20 years for this scenario and the forecast year was set to 2025. The vehicle listed on the left side is the existing vehicle owned by Asbury Park.

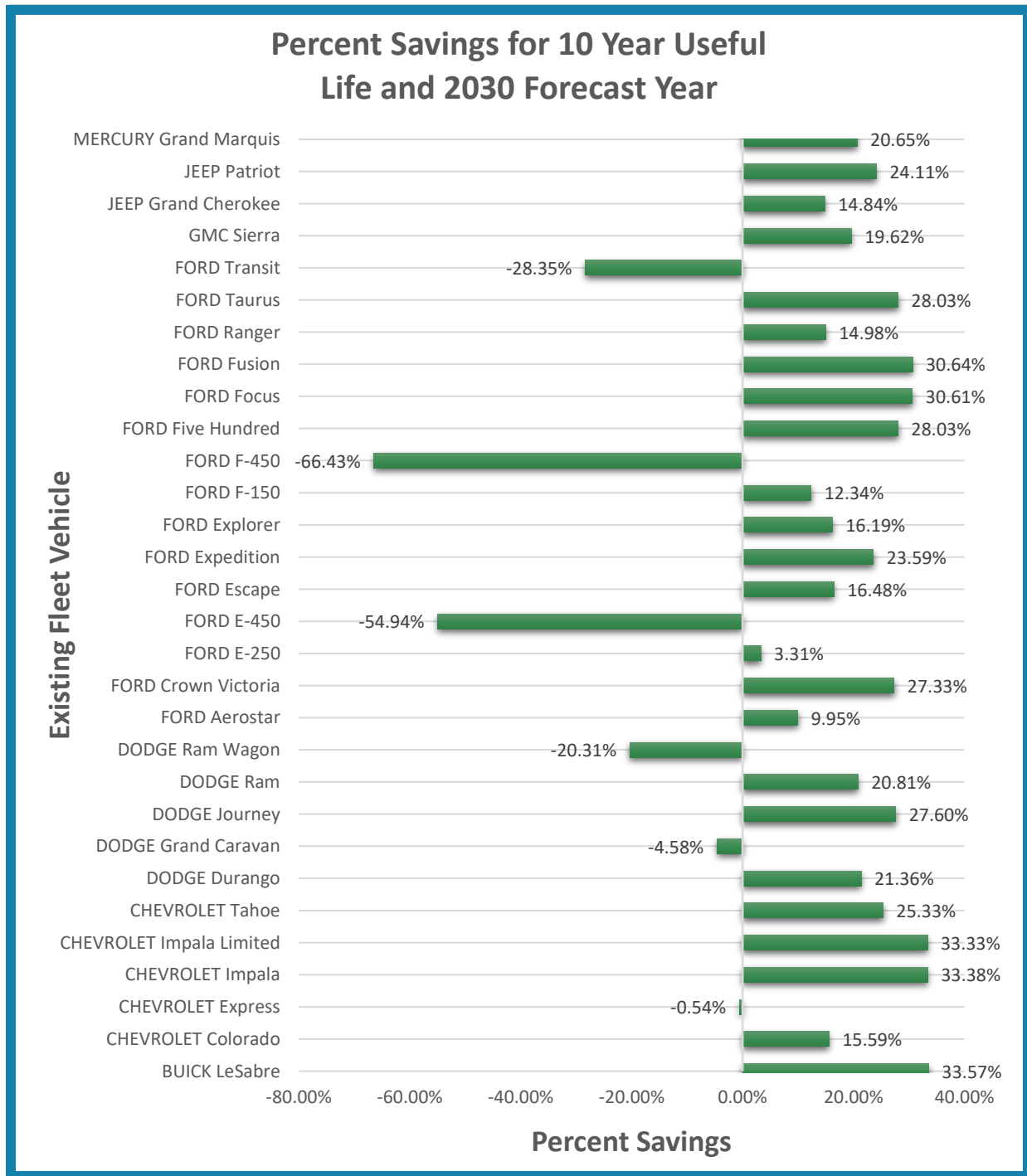


Figure 3: The chart above shows the percent savings of Light Duty EV replacement vehicles vs traditional combustion engine vehicles. The useful life of the EV and combustion engine vehicles were set to 10 years for this scenario and the forecast year was set to 2030. The vehicle listed on the left side is the existing vehicle owned by Asbury Park.

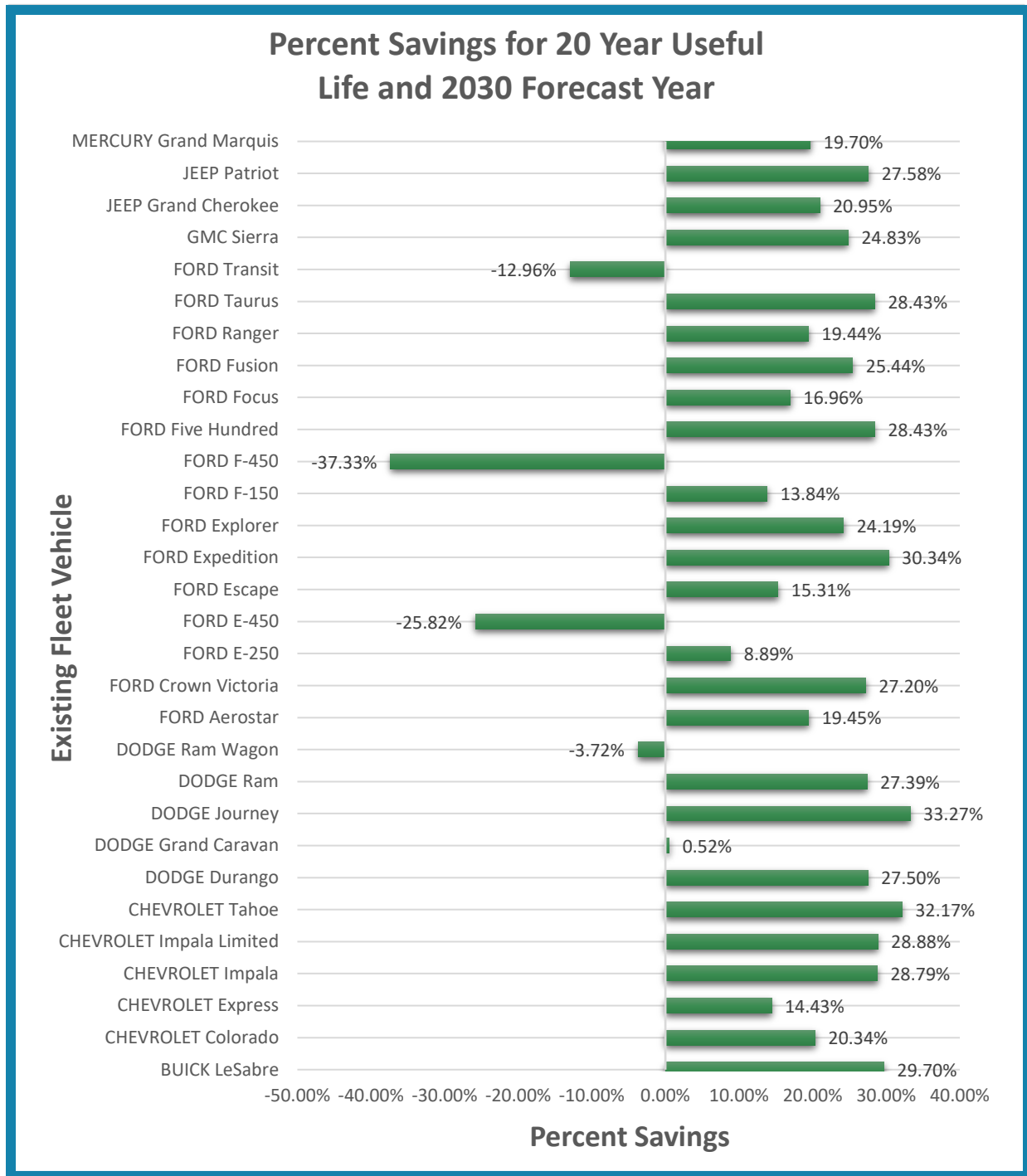


Figure 4: The chart above shows the percent savings of Light Duty EV replacement vehicles vs traditional combustion engine vehicles. The useful life of the EV and combustion engine vehicles were set to 10 years for this scenario and the forecast year was set to 2030. The vehicle listed on the left side is the existing vehicle owned by Asbury Park.

HEAVY DUTY VEHICLES

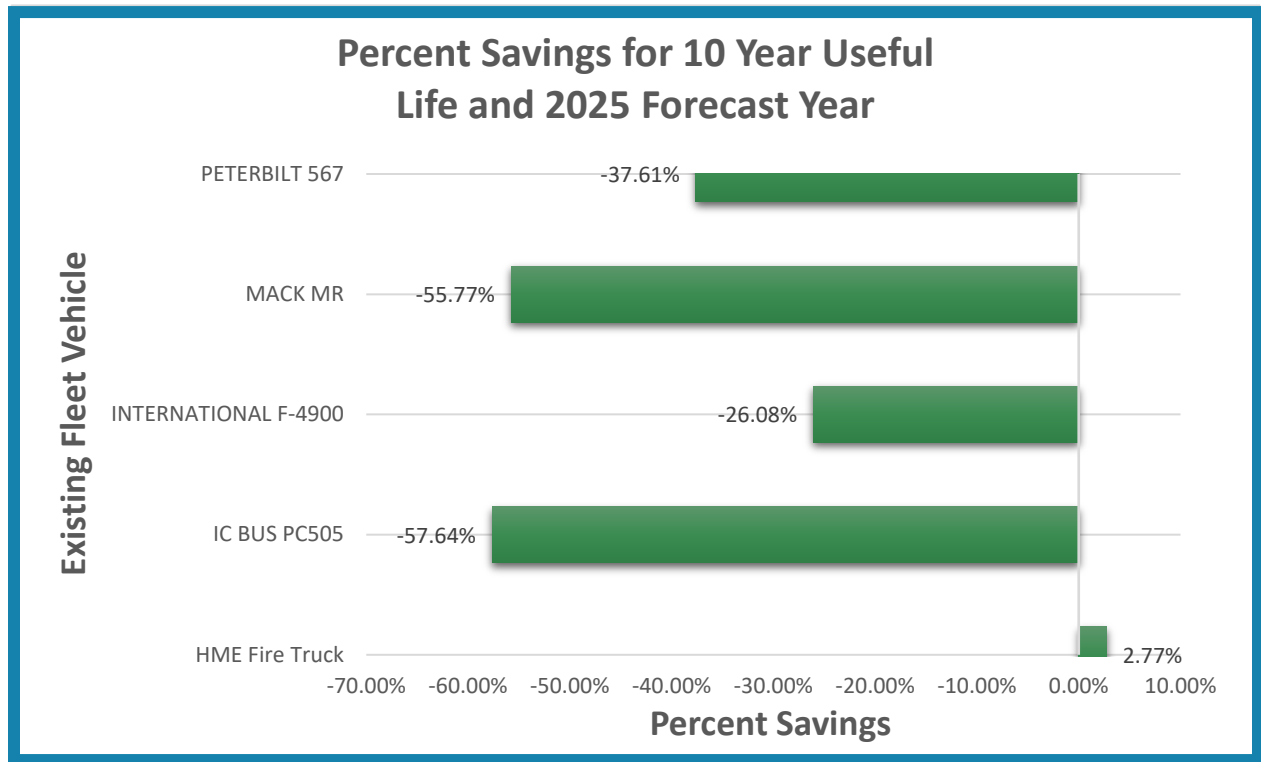


Figure 5: The chart above shows the percent savings of Heavy Duty EV replacement vehicles vs traditional combustion engine vehicles. The useful life of the EV and combustion engine vehicles were set to 10 years for this scenario and the forecast year was set to 2025. The vehicle listed on the left side is the existing vehicle owned by Asbury Park.

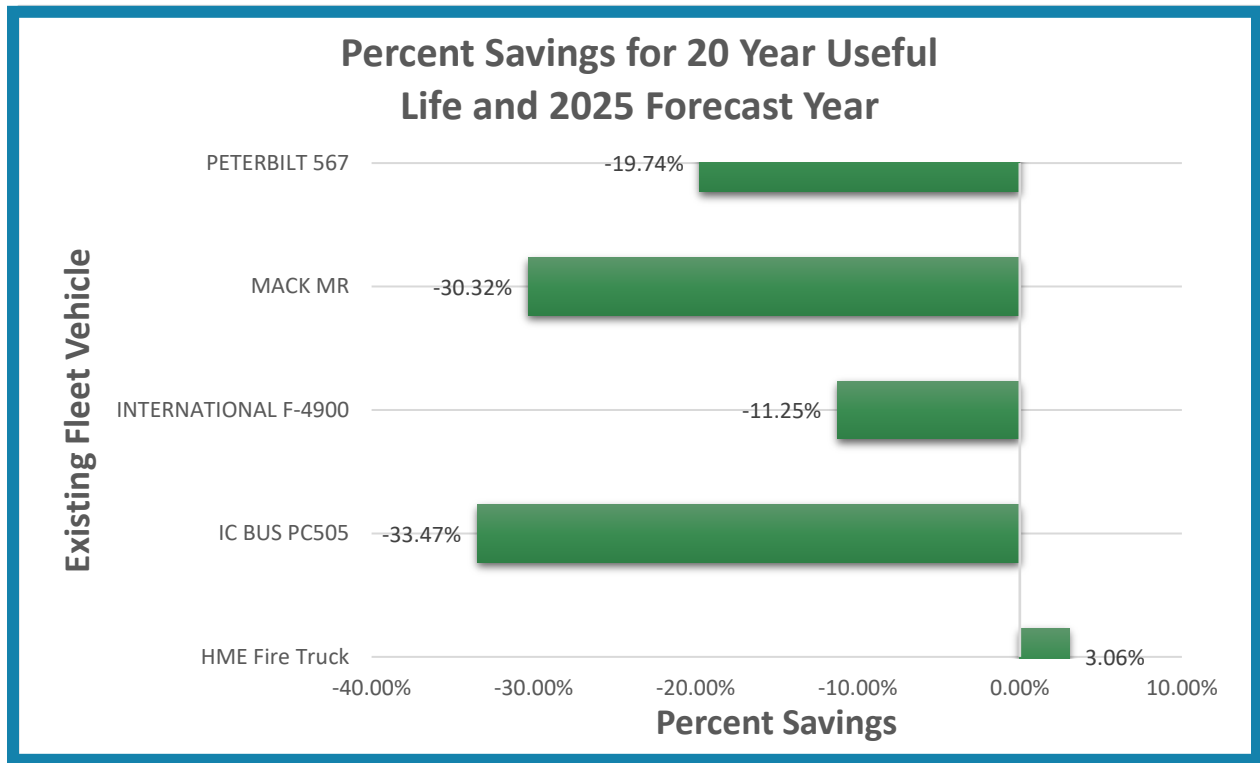


Figure 6: The chart above shows the percent savings of Heavy Duty EV replacement vehicles vs traditional combustion engine vehicles. The useful life of the EV and combustion engine vehicles were set to 20 years for this scenario and the forecast year was set to 2025. The vehicle listed on the left side is the existing vehicle owned by Asbury Park.

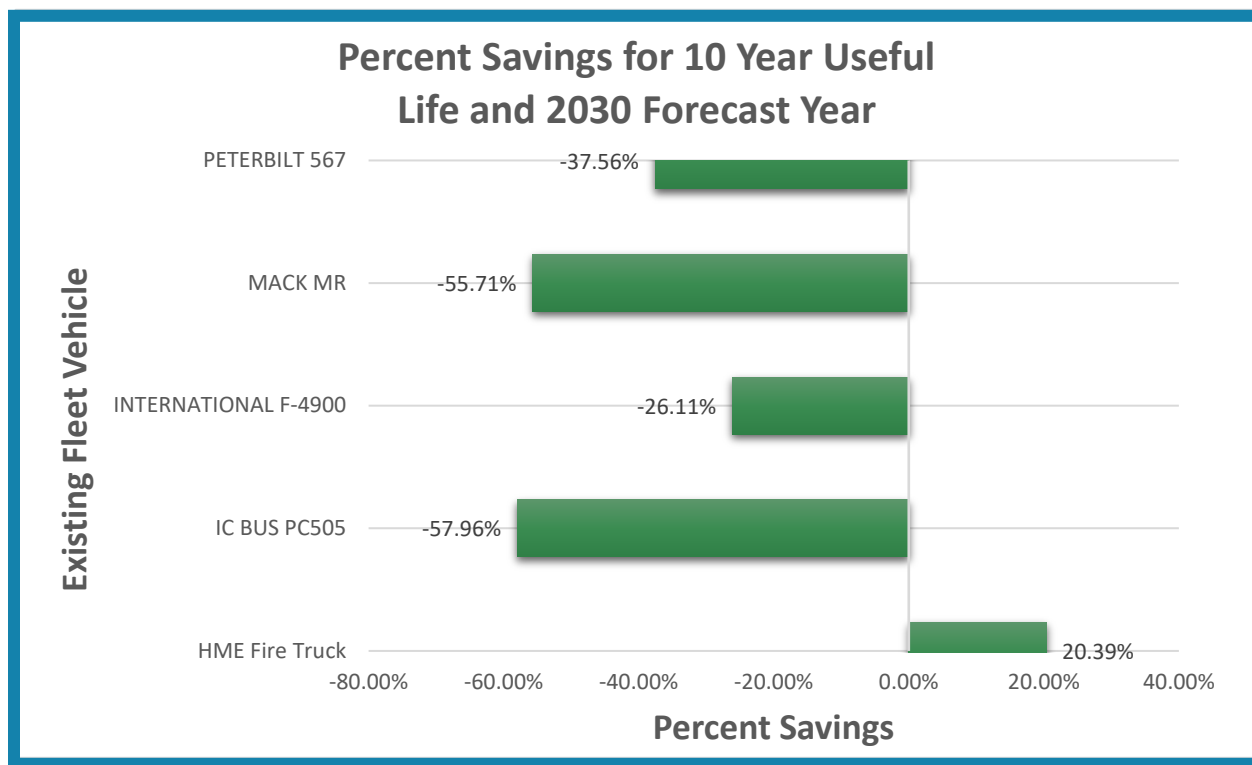


Figure 7: The chart above shows the percent savings of Heavy Duty EV replacement vehicles vs traditional combustion engine vehicles. The useful life of the EV and combustion engine vehicles were set to 10 years for this scenario and the forecast year was set to 2030. The vehicle listed on the left side is the existing vehicle owned by Asbury Park.

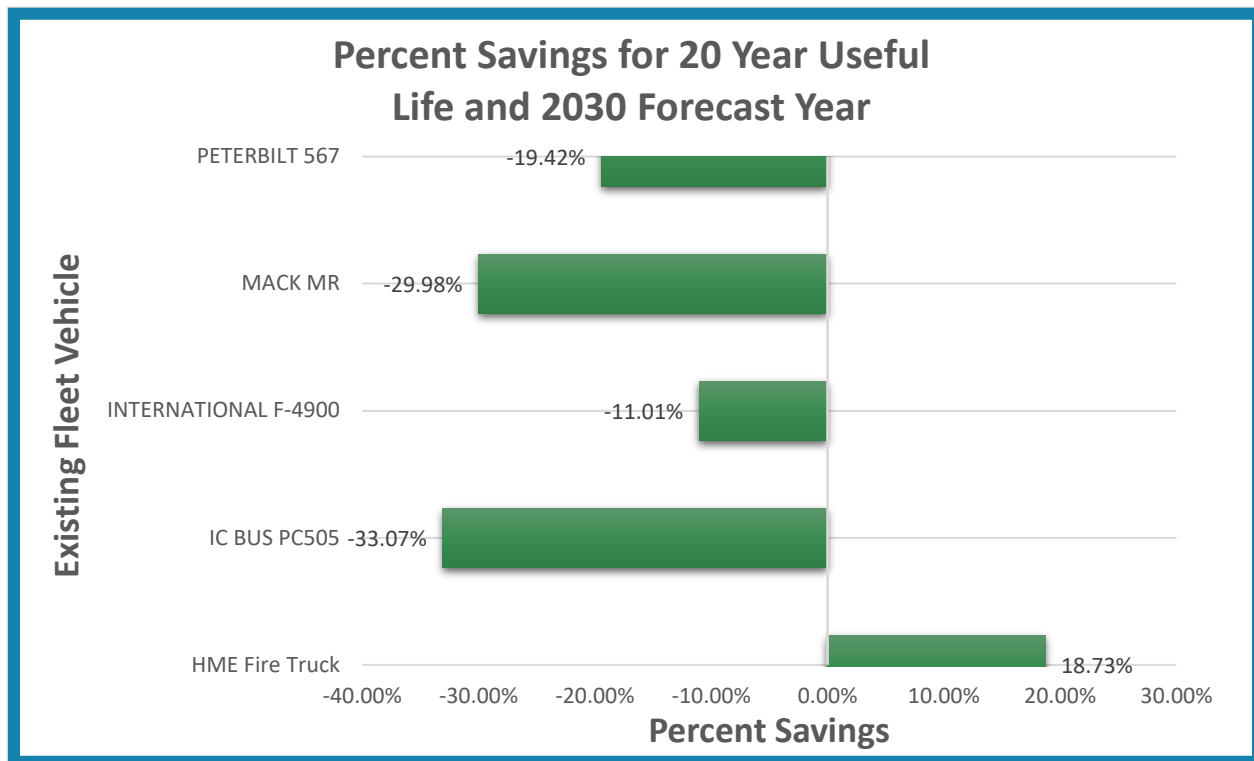


Figure 8: The chart above shows the percent savings of Heavy Duty EV replacement vehicles vs traditional combustion engine vehicles. The useful life of the EV and combustion engine vehicles were set to 20 years for this scenario and the forecast year was set to 2030. The vehicle listed on the left side is the existing vehicle owned by Asbury Park.

Appendix B. Data Sources

Almost all data used in this plan is sourced from the [Sustainable Jersey Data Center](#).

Community Overview Data		
Section, Map, or Table	Original Source(s)	Link to data
General Information Section	U.S. Census American Community Survey (ACS)	SJ Community Profile Data by Municipality
Current Housing Units by Year Built Chart	U.S. Census ACS	SJ Community Profile Data by Municipality
Number of Units by Structure Type Chart	U.S. Census ACS SJ Community Profile Data by Municipality	SJ Community Profile Data by Municipality
Commercial & Industrial Properties Map	NJ MOD IV Tax Data	SJ Commercial & Industrial Properties Map
Commercial & Industrial Properties Data	NJ MOD IV Tax Data	SJ Commercial & Industrial Properties Data

Energy Use Data		
Section, Map, or Table	Original Source(s)	Link to data
Amount of Electricity Used by Sector (kWh) Chart	NJ Investor-Owned Utilities	SJ Aggregated Community-Scale Utility Energy Data
Amount of Natural Gas Used by Sector (Therms) Chart	NJ Investor-Owned Utilities	SJ Aggregated Community-Scale Utility Energy Data
Number of Occupied Housing Units by Primary Heating Fuel	U.S. Census ACS	SJ Community Profile Data by Municipality
Greenhouse Gas (GHG) Emissions Charts	SJ GHG Emissions by Municipality	SJ Community-Scale Greenhouse Gas (GHG) Emissions Data

Energy Efficiency and Renewable Energy Data		
Section, Map, or Table	Original Source(s)	Link to data
Solar Installations Chart	NJCEP Solar Installation Data	SJ Solar Installation Data
Commercial Energy Efficiency Program Participation Data	New Jersey Clean Energy Program (NJCEP) Data	SJ Energy Efficiency Program Participation (2008-2021) Data - Lifetime Commercial Participation
Residential Program Participation Data	NJCEP Data	SJ Energy Efficiency Program Participation (2008-2021) - Lifetime Commercial Participation
Energy Efficiency Projects Completed by Municipality Data	NJCEP Data	SJ NJCEP Local Government Projects 2008-2021

APPENDIX C

Vehicle # (Network Fleet ID)	Year	Make	Model	Plate
Vehicle 590- Admin- City Grant Writer-Old (Sedan)	1/1/2012	Ford	Fusion	MG93687
Vehicle 620-04- Beach- Tech	1/1/2006	Beach	Tech	
Vehicle 621-05- Beach- Viking		Yamaha	Viking	
Vehicle 622-06- Beach- Yamaha ATV		Yamaha	ATV	
Vehicle 623-07- Beach- Yamaha Sportsman	1/1/2017	Yamaha	Sportsman 450	
Vehicle 624-08- Beach- Yamaha Viking (Scooter)	1/1/2018	Yamaha	Viking ATV	
Vehicle 625-01- Beach- ATV	1/1/2017	Yamaha	Viking ATV	
Vehicle 662- Beach- F250	1/1/2015	Ford	F-250 PickUp	16691MG
Vehicle 664- Beach- Kubota- Scooter	1/1/2017	Kubota	X-1100CWL-H RTV	28472MG
Vehicle 665- Beach- Kubota- Scooter	1/1/2016	Kubota	X1100C RTV Utility	24440MG
Vehicle 667- Beach- Kubota- Scooter	1/1/2020	Kubota	X1100	42537MG
Vehicle 668- Beach- Kubota- Scooter	1/1/2020	Kubota	X1100	42538MG
Vehicle 670- Beach- Polaris Viking-Scooter (Kubota-Like)	1/1/2022	Viking	Pro XP/// 902 cc (Engine #: 4ML5471)	45839MG
Vehicle 671- Beach- Kubota- Scooter (GPS Lags)	1/1/2018	Kubota	X1100C RTV	31494MG
Vehicle 553- Code- Explorer	1/1/2018	Ford	Explorer	31412MG
Vehicle 561- Code- Enforcement	1/1/2012	Ford	Focus	MG93239
Vehicle 562- Admin- Asst Manager	1/1/2012	Ford	Focus	MG93238
Vehicle 562- Code- Cherokee	1/1/2000	Jeep	Grand Cherokee	
Vehicle 723- Code- Construction	1/1/2017	Ford	Explorer	28408MG
Vehicle 729- Code- Construction	1/1/2017	Ford	Wagon	23174MG
Vehicle 730- Code- Construction	1/1/2020	Ford	Explorer	38655MG
Vehicle 759- Code- Focus	1/1/2015	Ford	Focus	16682MG

Vehicle 760- Code- Focus	1/1/2015	Ford	Focus	16681MG
Vehicle 772- Code- Construction	1/1/2018	Ford	Police Interceptor Utility/// Or Explorer	31413MG
Boat 801- DPW- Row Boat (Aluminum)				UV1257
Dumpster 801- DPW- 20 Yards (with Reduced Bin Roof)				N/A
Dumpster 802- DPW- 20 Yards (with Reduced Bin Roof)				N/A
Dumpster 803- DPW- 20 Yards (with Reduced Bin Roof)				N/A
Dumpster 804- DPW- 20 Yards (with Fully Open Top)				N/A
Dumpster 805- DPW- 30 Yards (Brush, ONLY)				N/A
Dumpster 806- DPW				N/A
Dumpster 807- DPW				N/A
Dumpster 808- DPW				N/A
Dumpster 809- DPW				N/A
Small 301- HA- Grass Cutter- Scag- Tiger Cat				
Small 302- HA- Grass Cutter- Ariens Ikon				
Small 801- DPW- Grass Cutter- Bobcat- ZT6000 (Kawasaki FX801V)		Bobcat	9996010	Not Required
Small 802- DPW- Grass Cutter- Wright (Short RH)(Kawasaki FX600V)				Not Required
Small 803- Edger (Tanaka)		Tanaka	TLE-600	
Trailer 801- DPW- Leaf Vacuum- Large	1/1/2006	ODB	Trailer	MG73603
Trailer 802- DPW- Leaf Vacuum- Small				
Trailer 803- DPW- Compressor (Atlas Copo)				55-2-AW
Trailer 804- DPW- Compressor (Kaeser M50)				
Trailer 805- DPW- Pump				
Trailer 806- Light Tower (LT4342- GLT416)				

Trailer 807- Light Tower (LT4274A-GLT416-ALC)				
Trailer 808- DPW- Medium- Metal Walls- Campaigning Trailer				MG39UH
Trailer 809- DPW- Small- Wood Walls- Junk				
Trailer 810- DPW- Landscaping (Pace)		Pace America	JT716TA2	55-5-AW
Trailer 811- DPW- Wood Chipper (Vermeer)	1/1/2019	Vermeer	NTTRL//BC1000XL	31416MG
Trailer 813- (Hecht L/S Trailer- 2023)	1/1/2023	PAC	KP1 (Trailer)	49343MG
Vehicle 603- Beach- Kubota- Scooter (with PU Dump Back)	1/1/2015	Kubota	X1100C	20920MG-MISSING PLATE
Vehicle 614- Beach- Kubota- Scooter- formerly 007	1/1/2016	Kubota	X1100C RTV	18387MG
Vehicle 660- Beach- Kubota- Scooter	1/1/2022	Kubota	X1100	45807MG
Vehicle 661- Beach- Kubota- Scooter	2/2/2022	Kubota	X1100	45805MG
Vehicle 669- Beach- Kubota- Scooter	2/2/2022	Kubota	X1100	45806MG
Vehicle 802- DPW- Dump Truck	1/1/2003	Freight Liner	FL80 Dump truck	MG96288
Vehicle 804- DPW- Ranger- PickUp	1/1/2008	Ford	Ranger	MG78590
Vehicle 805- DPW- Garbage- Old Cab Forward/ Plow	1/1/1995	Mack	MR688s (31 Yards)	MG37066
Vehicle 806- DPW- PickUp (Gray)	1/1/1998	Ford	Ranger (P/U)	MG51775
Vehicle 807- DPW- Ford- F250- Supervisor	1/1/2017	Ford	Super Duty F-250 SRW	24782MG
Vehicle 808- DPW- Garbage- Cab Forward	1/1/1999	Mack	MR688s (31 Yards)	MG37067
Vehicle 809- DPW- Garbage	1/1/2018	Peterbuilt	567	31473MG
Vehicle 810- DPW- Sewer- JetVac (formerly 57)	1/1/2007	International	Jet Vactor- 7400	MG76710
Vehicle 813- DPW- Dump Truck (had 3#s: 13, 18 (Door) & 84)	1/1/1995	GMC	Top Kick C Series	MG96286
Vehicle 812- DPW- F450- Cherry Picker	1/1/2019	Ford	Super Duty F-450 DRW	31498MG
Vehicle 815- DPW- F250- Utility	1/1/2015	Ford	Super Duty F-250 SRW	16708MG

Vehicle 816- DPW- F250- P/U	1/1/2015	Ford	Super Duty F-250 SRW	16709MG
Vehicle 817- DPW- F250- Supervisor	1/1/2015	Ford	Super Duty F-250 SRW	16711MG
Vehicle 818- DPW- Street Sweeper- Ravo (New- 2023)	1/1/2023	Ravo	iSeries 26 Ravo 9900 White	49766MG
Vehicle 819- DPW- Building Maintenance	1/1/2008	Ford	Ranger	MG78589
Vehicle 821- DPW- Foreman	1/1/2017	Ford	Supercab Duty F-250 SRW 4x4	24766MG
Vehicle 822- DPW- Cargo Van	1/1/2016	Ford	Transit Cargo Van	18381MG
Vehicle 823- DPW- BackHoe- JD (formerly 39)	1/1/2014	John Deere	410K Front End Loader/ Back Hoe	
Vehicle 824- DPW- Ford- F250- Box Truck	1/1/2005	Ford	Super Duty F-350 DRW// Rack Body	MG95035
Vehicle 827- DPW- Kubota- Tractor		Kubota	B3030	55-3-AW
Vehicle 828- DPW- Street Sweeper- Ravo (Old Beetle)	1/1/2014	Ravo	Strayer 540 STH TIER 3/Sweeper	11511MG
Vehicle 829- DPW- Sweeper- Elgin (2007)	1/1/2007	Elgin	Sweeper	MG73650
Vehicle 831- DPW- Assistant Director (formerly 531/731/7131)	1/1/2012	Ford	Escape	MG93242
Vehicle 832- DPW- Sweeper- Elgin (2017)	1/1/2017	Elgin	Sweeper (3 Wheeler)	24773MG
Vehicle 835- DPW- F150	1/1/2008	Ford	F-150 4x4 Cab	MG79959
Vehicle 836- DPW- Tree Committee	1/1/2004	Dodge	Ram 1500	MG96285
Vehicle 841- DPW- GM (Mason Dump)(Silverado)	1/1/2022	GM	Silverado 4WD Reg Cab & Chassis)(Red)	
Vehicle 842- DPW- Grass Cutting	1/1/2008	Case	DX55 Farmall (Red)	55-4-AW
Vehicle 843- DPW- Beach Comber	1/1/2017	John Deere	6120E/ 4310	24411MG
Vehicle 844- DPW- Van- Utility	1/1/2016	Ford	F-450 Transit Van	18380MG
Vehicle 845- DPW- Sign Truck (former Sewer Camera)	1/1/2007	Chevrolet	Truck	MG76670
Vehicle 846- DPW- Mason Dump	1/1/2008	Ford	Super Duty F-550-DRW	MG79958

Vehicle 847- DPW- Skid Steer- JD 323e (w. Tracks)	1/1/2007	John Deere	323E	
Vehicle 848((New))- DPW- OneArm Bandit (Beach)	1/1/2023	Broyhill	Load and Pack- Lift (One Arm Bandit- Beach)	
Vehicle 848((Old))- DPW- OneArm Bandit (Beach)	1/1/2017	Broyhill	Load and Pack- Lift (One Arm Bandit- Beach)	24439MG
Vehicle 849- DPW- Front End Loader (JD 524k)	1/1/2016	John Deere	JD 524k (Front End Loader)	23173MG
Vehicle 850- DPW- Roll-Off Truck	1/1/2006	Mack	CV713// RollOff (20cy)	MG70263
Vehicle 851- DPW- Dump Truck- Plow	1/1/2006	Mack	CV712// Dump Truck	MG70661
Vehicle 852- DPW- F350- Water Truck	1/1/2007	Ford	Super Duty F-350 SRW	MG73633
Vehicle 853- DPW- Tractor (Red)	1/1/2005	McCormick	CX 105 Tractor (Red)	MG73618
Vehicle 854- DPW- F350 PickUp	1/1/2007	Ford	Super Duty F-350 SRW	MG73632
Vehicle 866- DPW- Mack- Salter	1/1/2017	Mack	GU432	24772MG
Vehicle 868- DPW- F350- Diesel (L/S)	1/1/2008	Ford	Super Duty F-350 SRW	MG78588
Vehicle 869- DPW- Dodge- Ram 2500	1/1/2005	Dodge	Ram 2500	MG96287
Vehicle 870- DPW- Ford- Van- Econoline- GCs Truck (former Ambulance)	1/1/2002	Ford	E-350/ Ambulance/// Econoline Commercial Cutaway// Heavy truck// 6 Pin	MG12907
Vehicle 881- DPW- Sewer- F250	1/1/2017	Ford	Supercab Duty F-250 SRW 4x4	24767MG
Vehicle 899- DPW- Freightliner	1/1/2012	Freightliner	E-250	
Vehicle 8XX- DPW- Misc.- Fuel Force- 86472				
Vehicle 8XX- Unknown- Fuel Force 0822- Backhoe				
Vehicle 8XX- Unknown- Fuel Force 0825- JD Tractor				
Vehicle 8XX-02- DPW- Chevy Van	1/1/2004	Chevrolet	Van	
Vehicle 8XX-04- DPW- Dump (8td)	1/1/1992	Ford	Dump (8yd)	
Vehicle 8XX-05- DPW- F350	1/1/2008	Ford	F-350 PickUp	

Vehicle 8XX-06- DPW- Ford AeroStar	1/1/1997	Ford	AeroStar	MG66295
Vehicle 8XX-07- DPW- Garbage	1/1/1994	International	Garbage Truck (25vd)	
Vehicle 8XX-08- DPW- GMC Box	1/1/1989	GMC	Box Body	
Vehicle 8XX-11- DPW- Mack	1/1/1999	Mack	MR688S	MG36067
Vehicle 8XX-12- DPW- PickUp	1/1/1993	Ford	Ranger- PickUp	MG61471
Vehicle 601 - DPW - Kubota	1/1/2023	kubota		
Boat 401- FD- Zodiac	1/1/2014	AB Inflatable	AB A13 S	N/A
Trailer 401- FD- SOT-1 (20494)	1/1/2000	Haulmark	K714BT	MG78592
Trailer 402- FD- SOT-2	1/1/2004	Car Mate		11257MG
Trailer 403- FD- Boat Trailer (for Zodiac)	1/1/2015	Load Rite	14F1000W	TSZ83Y
Vehicle 430 (8330)- FD- Explorer	1/1/2017	Ford	Explorer	23169MG
Vehicle 456 (8356)- FD- Ambulance	1/1/2015	Ford/ PL Custome	E450/Medallion 167	OA2744
Vehicle 457 (8357)- FD- Ambulance	1/1/2006	Ford/ PL Custome	F-450 4X4 Crusader Ambulance	OA2784
Vehicle 458 (8358)- FD- Ambulance	1/1/2015	Ford/ PL Custome	E450/Medallion 167	OA2743
Vehicle 459 (8359)- FD- Ambulance	1/1/2007	Ford/ F450/ PL Custome	F-450 4X4 Crusader Ambulance	OA2785
Vehicle 460 (8360)- FD- Ambulance	1/1/1999	Ford/ F450/ PL Custome	E-450 Super Duty Ambulance	OA2786
Vehicle 461 (8361)- FD- Ambulance	1/1/2018	Ford/ E Series/ PL Custome	E45 Series	OA2797
Vehicle 466 (8366)- FD- Explorer (or Interceptor)	1/1/2018	Ford	Police Interceptor Utility	31401MG
Vehicle 467 (83568)- FD- Explorer- Bat Chief	1/1/2015	Ford/ PL Custom	Explorer	MG70000
Vehicle 468 (8368)- FD- Explorer- Bat Chief	1/1/2015	Ford	Explorer	16678MG
Vehicle 475 (8375)- FD- Engine	1/1/2019	Seagrave	Marauder	42547MG
Vehicle 476 (8376)- FD- Engine	1/1/2006	HME-SMEAL	HME MFDxI-12 / Smeal 1500 GPM Engine	MG70820

Vehicle 477 (8377)- FD- Engine (MG70821)((Probable))	1/1/2006	HME-SMEAL	HME MFDxI-12 / Smeal 1500 GPM Engine	MG70821
Vehicle 477 (8377)- FD- Engine (MG70822)((Probably N/A))	1/1/2006	HME	Engine	MG70822
Vehicle 485 (8385)- FD- Rescue (83-1-85)	1/1/1994	Ford	L8000- Rescue	MG70839
Vehicle 489 (8389)- FD- Ladder	1/1/2013	Seagrave	Seagrave/Aerialscope	11491MG
Vehicle 490 (8390)- FD- Hook & Ladder Truck ((May be Gone))	1/1/1999	Seagrave	JP-06-DA/ Tiller/ Ariel- Fire Truck	31857MG
Vehicle 491 (8390)- FD- Ladder Truck	1/1/2006	Seagrave	Tiller/ Ariel	MG70211
Vehicle 497 (83ATV)- FD- ATV (JD)	1/1/2019	John Deere	825M ATV	
Vehicle 498 (8330)- FD- Durango	1/1/2006	Dodge	Durango	MG67839
Vehicle 499 (8399)- FD- F-350- Utility	1/1/2019	Ford	F-350 SRW	31828MG
Vehicle 49X- FD- MuAid- Suppression				31857MG
Vehicle 4XX- Unknown (Ambulance)- Fuel Force 4155	1/1/2015	Ford	E450 Ambulance	
Vehicle 4XX- Unknown (Ambulance)- MG82629	1/1/2008	Ford	E450 Ambulance	MG82629 ~ DMV PLATE NOT ON FILE OR ISSUED
Vehicle 4XX- Unknown- MG67811	1/1/2006	Ford	Eco Ambulance	MG 67811
Vehicle 4XX-01- FD- Antique	1/1/1927	American LaFrance	Antique Fire Truck	
Vehicle 4XX-02- FD- Cargo Truck	1/1/2010	American General	M925 (5 ton)/ aka Cargo Truck	
Vehicle 4XX-03- FD- Mack?!?	1/1/1988	Mack	Engine Pumper Truck	
Vehicle 4XX-04- FD- Engine Pumper	1/1/1963	Seagrave	Engine Pumper	
		Seagrave		
Trailer 301- HA- Tank & Sprayer	6/1/2001	T M W Trailers	((Spray Tank Mounted))	
Trailer 302- HA- Open Bed				TVH99x
Vehicle 301- HA- Ford PU	1/1/2015	Ford	PickUp	20906MG

Vehicle 302- HA- Chevrolet Van				10919MG
Vehicle 303- HA- Chevrolet PU				MG96297
Vehicle 304- HA- GMC PU- Utility Body	1/1/2013	GMC	PickUp with Utility Body	MG96298
Vehicle 305- HA- Chevrolet Van	1/1/2012	Chevrolet	Express Van	MG96296
Vehicle 306- HA- Dodge Durango				MG83773
Vehicle 307- HA- Chevrolet PU				31805MG
Vehicle 308- HA- Chevrolet Van				28421MG
Vehicle 309- HA- Kubota- Mini Loader		Kubota		13419MG
Vehicle 310- HA- Bobcat S70				21997MG
Vehicle 3XX- Unknown- Fuel Force HACAN				
Vehicle 555 (7130)- IT- HelpDesk	1/1/2012	Ford	Escape	MG93241
Trailer 101- PD- Speed	1/1/2013	ATS-5	Speed Trailer	TSL77B
Trailer 102- PD- Traffic- Radar Trailer	1/1/2017	All Traffic Solutions	Radar Trailer	27588MG
Trailer 103- PD- Traffic- Radar Trailer	1/1/2017	All Traffic Solutions	Radar Trailer	27587MG
Trailer 104- PD- Black	1/1/2004	USA- Vermeer	Horse Trailer// NTTRL// BC100XL	MG77357
Trailer 105-01 PD- Video & Trailer	1/1/2018	MVT-900A	Video Trailer	31291MG
Trailer 106- PD- LPR-MPD	1/1/2018	LPR-MPH	LPR Trailer	31290MG
Trailer 107- PD- Open Bed (BriMar)(1of2)	1/1/2019	BriMar	NTTRL	TVM65E
Trailer 108- PD- Open Bed (BriMar)(2of2)	1/1/2019	BriMar	NTTRL	TVM66E
Trailer 109- PD- Command	1/1/2019	UNI	Command Trailer	TVV56J
Trailer 110- PD- Barricades (CAMSupremeLine)	1/1/2019	CAM	Barricade Trailer	TVV51J
Trailer 111- PD- Box (Mini)	1/1/2011	MIFRAM	Barricade Trailer	TWH71V
Trailer 113- PD- Video Trailer	1/1/2020	Packetalk	Video Trailer	No Plate
Trailer 114 (# NOT assigned)- PD- Open Bed (CamSupremeLine)				
Trailer 812- DPW- Open Bed (CamSupremeLine)(w.Box)	1/1/2017	Cam Supreme Line, Inc.	16x6 6CA	24430MG
Vehicle 101- PD- Explorer	1/1/2020	Ford	Explorer	38157MG // D90KVY
Vehicle 102- PD- Patrol	1/1/2011	Chevrolet	Tahoe	MG91355

Vehicle 103- PD- Patrol	1/1/2011	Ford	Crown Victoria	MG91930
Vehicle 104- PD- Patrol	1/1/2016	Ford	Explorer	22106MG
Vehicle 105- PD- Patrol	1/1/2015	Ford	Explorer	16231MG
Vehicle 106- PD- Patrol	1/1/2017	Ford	Explorer	22149MG
Vehicle 107- PD- Patrol	1/1/2015	Ford	Explorer	16229MG
Vehicle 108- PD- Patrol	1/1/2015	Ford	Explorer	16232MG
Vehicle 109- PD- Patrol	1/1/2017	Ford	Explorer	22148MG
Vehicle 110- PD- Patrol	1/1/2018	Ford	Explorer/// XPL Wagon	30442MG-Duplicate
Vehicle 111- PD- Explorer ((Probably))	1/1/2015	Ford	Explorer	16234MG
Vehicle 111- PD- Patrol ((Probably N/A))	1/1/2015	Ford	Explorer	MG1355
Vehicle 112- PD- Explorer	1/1/2020	Ford	Explorer	36646MG
Vehicle 113- PD- Explorer	1/1/2021	Ford	Explorer	42526MG
Vehicle 114- PD- Patrol	1/1/2015	Ford	Explorer	22104MG / L563213
Vehicle 115- PD- Patrol	1/1/2017	Ford	Explorer	26292MG
Vehicle 116- PD- Patrol	1/1/2011	Ford	Crown Victoria	21821MG
Vehicle 117- PD- Patrol	1/1/2015	Ford	Explorer	16228MG
Vehicle 118- PD- Patrol	1/1/2021	Ford	Explorer	42527MG
Vehicle 119- PD- Patrol	1/1/2016	Ford	Explorer/// XLP wagon	22105MG
Vehicle 120- PD- Patrol	1/1/2015	Ford	Explorer	16233MG
Vehicle 121- PD- Patrol Supervisor	1/1/2018	Ford	XPL Wagon	30443MG
Vehicle 124- PD- Patrol	1/1/2017	Ford	Explorer	22147MG
Vehicle 125- PD- Prisoner Van	1/1/2016	Chevrolet	Express G2500 Van	21832MG

Vehicle 126- PD- Explorer	1/1/2020	Ford	Explorer	36647MG
Vehicle 127- PD- Patrol Supervisor	1/1/2017	Ford	Explorer	26290MG
Vehicle 128- PD- Patrol	1/1/2017	Ford	Explorer	26291MG
Vehicle 129- Special Ops	1/1/2018	Ford	F-150	29325MG
Vehicle 130- PD- Chief	1/1/2016	Ford	Explorer	G53GJM
Vehicle 132- PD- S.C.U.	1/1/2003	Buick	La Sabre	K52GFX
Vehicle 133- PD- Captain	1/1/2013	Ford	Taurus	MG95027
Vehicle 134- PD- Parking Enforcement	1/1/2014	Jeep	Patriot Wagon	11337MG
Vehicle 135- PD- Traffic	1/1/2011	Chevrolet	Tahoe	MG91951
Vehicle 136- PD- Evidence	1/1/2011	Ford	Crown Victoria	MG91935
Vehicle 137- PD- S.C.U.	1/1/2013	Ford	Explorer	YSW42K
Vehicle 138- PD- Admin.	1/1/2016	Chevrolet	Impala	W13FML
Vehicle 139- PD- Admin.	1/1/2016	Chevrolet	Impala	V22FML
Vehicle 140- PD- Admin.	1/1/2008	Ford	Crown Victoria	VCL46M
Vehicle 141- PD- Detective	1/1/2004	Ford	Crown Victoria	MG61627
Vehicle 142- PD- Captain	1/1/2015	Chevrolet	Impala	13705MG // RFU58T
Vehicle 143- PD- Impala	1/1/2016	Chevrolet	Impala	A80GHD
Vehicle 144- PD- Internal Affairs	1/1/2016	Chevrolet	Impala	13706MG // VBW72M
Vehicle 145- PD- Detective	1/1/2010	Chevrolet	Tahoe	SKG74B
Vehicle 146- PD- Detective	1/1/2008	Ford	Crown Victoria	MG79320
Vehicle 147- PD- Internal Affairs	1/1/2010	Ford	Fusion	VBU43F
Vehicle 148- PD- Detective	1/1/2010	Ford	Fusion	MG88011

Vehicle 149- PD- Traffic	1/1/2018	Ford	XPL Wagon/// Explorer	30444MG
Vehicle 150- PD- Detective	1/1/2010	Ford	Fusion	MG88009
Vehicle 152- PD- Admin ***** "NO DATA" *****	1/1/2003	Mercury// Or Ford	Gran Marquis// Or Crown Vic	MG99302
Vehicle 153- PD- ***** "NO DATA" *****				
Vehicle 154- PD- Detective	1/1/2010	Ford	Fusion	MG88012
Vehicle 155- PD- Admin.	1/1/2010	Ford	Fusion	MG88013
Vehicle 156- PD- Comm. Relations	1/1/2010	Ford	Fusion	VU640P
Vehicle 157- PD- Detective	1/1/2010	Ford	Fusion	MG88015
Vehicle 158- PD- S.C.U.	1/1/2008	Ford	Explorer	YRY86Z
Vehicle 159- PD- Comm. Relations	1/1/2014	Chevrolet	Express Van	MG99288
Vehicle 162- PD- ***** "NO DATA" *****				
Vehicle 163- PD- C.O.P.S.	1/1/2013	Ford	Explorer	MG96177
Vehicle 164- PD- ***** "NO DATA" *****				
Vehicle 165- PD- Parking	1/1/2015	Polaris	GEM E2	LSV-3347
Vehicle 166- PD- Parking	1/1/2015	Polaris	GEM E4	18516MG
Vehicle 167- PD- Parking	1/1/2007	Polaris	GEM ES	MG76728
Vehicle 168- PD- Beach Patrol	1/1/2017	Polaris	ATV Grizzly 700	AFR20170 28
Vehicle 169- PD- Deputy Chief	1/1/2016	Ford	Expedition	19245MG
Vehicle 170- PD- ***** "NO DATA" *****				
Vehicle 171- PD- ***** "NO DATA" *****				
Vehicle 180- PD- Parking Enforcement	1/1/2017	Jeep	Patriot Wagon	23359MG
Vehicle 181- PD- Parking Enforcement	1/1/2017	Jeep	Patriot Wagon	23358MG
Vehicle 182- PD- Parking Enforcement	1/1/2017	Jeep	Patriot Wagon	23360MG
Vehicle 183- PD- Parking Enforcement	1/1/2018	Dodge	Journey	31288MG // 31283MG
Vehicle 184- PD- Parking Enforcement	1/1/2018	Dodge	Journey	31289MG

Vehicle 185- PD- Parking Enforcement	1/1/2018	Dodge	Journey	31287MG
Vehicle 1XX-01- PD	1/1/2015	Ford	Explorer	
Vehicle 1XX-02- PD- Admin.	1/1/2001	Mercury	Gran Marquis	
Vehicle 1XX-04- PD- S.C.U.- ((But "Not with PD"))	1/1/2005	Dodge	Durango	36645MG
Vehicle 1XX-06- PD- Detective	1/1/2003	Ford	Crown Victoria	MZK32F
Vehicle 1XX-07- PD- Detective Captain	1/1/2016	Chevrolet	Impala	20484MG
Vehicle 1XX-08- PD- Explorer	1/1/2013	Ford	Explorer	
Vehicle 1XX-10- PD- Patrol	1/1/2011	Ford	Crown Victoria	30442MG-Duplicate
Vehicle 1XX-11- PD- PENDING RETIREMENT	1/1/2011	Ford	Crown Victoria	MG91936
Vehicle 1XX-12- PD- PENDING RETIREMENT	1/1/2011	Ford	Crown Victoria	
Vehicle 1XX-123- PD- ***** NO DATA *****		Ford	Crown Victoria	VCL46M
Vehicle 630-03- Beach- Rec- Chevy Express Van	1/1/2012	Chevrolet	Express 2500 LS	MG93244
Vehicle 8XX-13- DPW- Sewer Forklift Truck	1/1/2015	Toyota	Forklift Truck (Electric)	
Vehicle 991- SS- Senior Transport (Caravan)	1/1/2012	Dodge	Grand Caravan	MG93229
Vehicle 992- SS- 500		Ford	500	MG70836
Vehicle 993- SS- Cases	1/1/2015	Ford	Explorer	16226MG
Vehicle 994- SS- Senior Transport (Bus)	1/1/2014	International	GO SHEN Sentinel Bus/// 3000	MG96276
Vehicle 996- SS- Senior Transport	1/1/2018	Ford	Transit Wagon	28429MG
Vehicle 9XX-01- SS- Cases (Ford 500)	1/1/2006	Ford	500	MG70836
Vehicle 9XX-02- SS- White Van	1/1/2004	Chevrolet	Express	MG61462
Vehicle 663- Ford Escape- Administration's (formerly Beach Utility)	1/1/2012	Ford	Escape	MG93228
	1/1/2024	Ford	F550 Bus	

Trailer XXX- 01- Unknown- MG73602	10/1/2024	ODB		MG73602
Trailer XXX- UNKNOWN	1/1/2017			24441MG
Vehicle 590- Admin- City Manager- New (SUV)	1/1/2020	Ford	Explorer- Police Interceptor	41751MG
Vehicle 672- Yamaha Quad (4 Wheel- OffRoad)((Kubota-Type)	8/31/2022	Yamaha	686cc ((YXM70VPANG))/ // 4-Wheel Off Road Vehicle	To Come
Vehicle 840- UNKNOWN (but in Fuel Force)				

VIN #	Fuel	Department	Color
1FADP0L31CR275373	Hybrid	Administrati on	Black
WKU1805006L010021		Beach	
314000545		Beach	
		Beach	
		Beach	
5YAMA5Y3JA105518		Beach	
5Y4MA5Y5HA103439		Beach	
1FTBF2B61FED30746	Gas (Unleaded)	Beach	White
A5KC2GDBAHG036321	Diesel	Beach	
A5KC2GDBCGG032788	Diesel	Beach	Orange
A5KC2GDBDKG055244	Diesel	Beach	
A5KC2GDBLKG055203	Diesel	Beach	
4XABBP49M8513884		Beach	
A5KC2GDBEJG046728	Diesel	Beach	Orange
1FM5K8AR3JGC49523	Gas (Unleaded)	Code	
1FAHP3E22CL331939	Gas (Unleaded)	Code	
1FAHP3E29CL331940	Gas (Unleaded)	Code	
1J4GW4856YC371694	Gas (Unleaded)	Code	
1FM5K8AR1HGE13782	Gas (Unleaded)	Constructio n	
1FM5K8B89HGA95013	Gas (Unleaded)	Constructio n	
1FM5K8ABXLGB67908	Gas (Unleaded)	Constructio n	White
1FADP3E25FL270525	Gas (Unleaded)	Constructio n	

1FADP3E26FL289665	Gas (Unleaded)	Constructio n	
1FM5K8AR1JGC49522	Gas (Unleaded)	Constructio n	
		DPW	
N/A	N/A	DPW	
N/A	N/A	DPW	
N/A	N/A	DPW	
N/A	N/A	DPW	
N/A	N/A	DPW	
N/A	N/A	DPW	
N/A	N/A	DPW	
N/A	N/A	DPW	
		DPW	
		DPW	
9.99601E+11		DPW	
e13*97/68SN4G2*2012/46 *0628*08		DPW	
		DPW	
1064357		DPW	Yellow
		DPW	Yellow
		DPW	Yellow
WKAONO75583190365		DPW	Yellow
	Diesel	DPW	Orange
GLT416// 1006330		DPW	Orange

5AJLS16128B000014		DPW	Orange
		DPW	Red, White & Blue
		DPW	Black
LUB1624SP1/994		DPW	
1YRY11191K102191		DPW	
5JW0C2028PM101336	N/A	DPW	White
A5KS2GDBCPG025421	Diesel	DPW	Orange & Black
A5KC2GDBAFG021671	Diesel	DPW	Orange
A5KC2GDBHNG070824		DPW	
A5KC2GDBJNG070721		DPW	
A5KC2GDBLNG070580		DPW	
1FVABXAK53HK57172	Diesel	DPW	Green (Hunter)
1FTYR10U58PA46315	Gas (Unleaded)	DPW	Gray
1M2K195C6CM013461	Diesel	DPW	White
1FTYR10U5WPB43446	Gas (Unleaded)	DPW	Gray
1FT7X2B64HEE09236	Gas (Unleaded)	DPW	Black
1M2K195S3XM013725	Diesel	DPW	White
1NPCL70X3KD612563	Diesel	DPW	White
1HTWDAZR88J575042	Diesel	DPW	White
1GDP7H1J8SJ521900	Diesel	DPW	Yellow
1FDUF4GY2KDA14251		DPW	White
1FTBF2B65FED30751	Gas (Unleaded)	DPW	White

1FTBF2B63FED30750	Gas (Unleaded)	DPW	White
1FTBF2B67FED30749	Gas (Unleaded)	DPW	White
XM45FECB6PA020014 NL		DPW	White
1FTYR10U98PA56619	Gas (Unleaded)	DPW	
1FT7X2B66HEE09237	Gas (Unleaded)	DPW	Black
1FTYE1ZM7GKA41675		DPW	
1T0410KXP EE260348	Diesel	DPW	Yellow
1FDWF36505ED03167	Gas (Unleaded)	DPW	White
ZEFOLW17000570265// LA403// AO822// 53195	Diesel	DPW	Orange
XL95FCC4CE2020234	Diesel	DPW	Green
P5040D	Diesel	DPW	White
1FMCU9D76CKC10376	Gas (Unleaded)	DPW	White
E0105900375/// NP41345	Diesel	DPW	White
1FTVF14578KD94015	Gas (Unleaded)	DPW	
1D7HU18D84J227947	Gas (Unleaded)	DPW	
1GB3YSE75NF221416	Gas (Unleaded)	DPW	Red
Z7NFS1217//00000000000 0554AW// 141	Diesel	DPW	
1P06120EEG0001937		DPW	Green
1FTYE1ZM9GKA41676		DPW	White
1GBE5V1G07F416741		DPW	White
1FDAF57R88ED69090	Diesel	DPW	White

1T0323EKAGJ301931	Diesel	DPW	Yellow
		DPW	Yellow
BMC-74DLX-1703184-5.13	Gas (Unleaded)	DPW	Yellow
1DW524KHEGF677472	Diesel	DPW	Yellow
1M2AG11C66M053118	Diesel	DPW	White
1M2AG08C26M001615	Diesel	DPW	White
1FTWF31P07EB42528	Diesel	DPW	White
ZC15AS4JJE2057901	Diesel	DPW	Red
1FTWF31P97EB42527	Diesel	DPW	White
1M2AX34C9HM010791	Gas (Unleaded)	DPW	White
1FTWF31R68EC95630		DPW	White
1D7KS28D55J517551	Gas (Unleaded)	DPW	
1FDWE35FX2HA57087		DPW	
1FT7X2B68HEE09238	Gas (Unleaded)	DPW	
NWFA0000000033515		DPW	
		DPW	
		DPW	
		DPW	
1GHG35U941187024		DPW	
1FDYR82AONVA10157		DPW	
1FTN31R68EC95630	Gas (Unleaded)	DPW	

1FMDA31U1VZC14947		DPW	
1HTSHAARORH586317		DPW	
1GBHR34K1KJ114872		DPW	
1M2K195C3XMO13725	Gas (Unleaded)	DPW	
1FTCR10AOPTA93256	Gas (Unleaded)	DPW	
A5KC2GDBTPG081295		DPW	
XMO73014K314	Gas (Unleaded)	FD	Galvanized
XMO73014K314	N/A	FD	Red
5A3C820D54L002939	N/A	FD	White
5A4JVSJ17F2069759	N/A	FD	Galvanized
1FM5k8B86HGA89671	Gas (Unleaded)	FD	White
1FDXE4FS7FDA29105	Gas (Unleaded)	FD	Red
1FDXF47P66EB19850	Diesel	FD	
1FDXE4FS9FDA29106	Gas (Unleaded)	FD	Red
1FDXF47PX7E63221	Diesel	FD	Red
1FDXE40F8XHA28552	Diesel	FD	White
1FDXE4FS7JC33069	Gas (Unleaded)	FD	Red
1FM5K8AR9JGB93541	Gas (Unleaded)	FD	White
1FM5K8B85FGC27763	Gas (Unleaded)	FD	White
1FM5K8AR9FGC41885	Gas (Unleaded)	FD	White
1F9EB28T9KCST2059	Diesel	FD	Red
44KFT42816WZZ20747	Diesel	FD	Red

44KFT42836WZ20746	Diesel	FD	Red
44KFT42836WZ20748		FD	
1FDXR82E1RVA17509	Diesel	FD	Red
1F9FB28T4CST2042	Diesel	FD	Red
1F9F038J0XCST2005	Diesel	FD	Red
1F9FW38T06CST2004		FD	
1M0825MATKM021244	Gas (Unleaded)	FD	Green
1D4HB38N26F148920	Gas (Unleaded)	FD	White
1FT8X3B68KEG09909	Gas (Unleaded)	FD	Red
1F9F038J0XCST2005		FD	Red
		FD	
		FD	
		FD	
AME605627		FD	
C52501315		FD	
1M2H144C2JM001314		FD	
1R4448		FD	
1F9FN38T3RCST2005		FD	Red
1T9F006181P460025		HA	
		HA	
1FTBF2B64GEA93199		HA	White

1GCWGAF7G1221509		HA	White
1DCNKPEX6CZ326531		HA	White
1GD02ZCG1DZ189021		HA	White
1GCSHAF45C1142814		HA	White
712583X????????		HA	White
1GCHSBEA2K1294539		HA	White
1GCWGAF2H1349917		HA	White
		HA	Orange
		HA	
		HA	
1FMCU9D74CKC10375	Gas (Unleaded)	IT	
1b9af5112dp825257		PD	
1B9AF5110HP825375	N/A	PD	White
1B9AF5118HP825374	N/A	PD	White
1T9KL16294F529524	N/A	PD	Black
1z9b11314jg534008		PD	
1m9us0817jd597015		PD	
58CB1EE20KC002924	N/A	PD	Black
58CB1EE29KC002923	N/A	PD	Black
56tje1623ka167400		PD	
5jwcf1426K1500295		PD	
KG92PU2DRBB009007		PD	
1P9PT1115LL826001		PD	
	N/A	PD	Black
5JPBU2323HP052110	N/A	PD	Black
1FM5K8AB7LGA84100	Gas (Unleaded)	PD	
1GNLC2E00BR280291	Gas (Unleaded)	PD	

2FABP7BV3BX107964	Gas (Unleaded)	PD	
1FM5K8AR2GGC73191	Gas (Unleaded)	PD	
1FM5K8AR3FGB99018	Gas (Unleaded)	PD	
1FM5K8AR7HGA44734	Gas (Unleaded)	PD	
1FM5K8AR3FGB99014	Gas (Unleaded)	PD	
1FM5K8AR8FGB99015	Gas (Unleaded)	PD	
1FM5K8AR5HGA44733	Gas (Unleaded)	PD	
1FM5K8AR0JGB93542	Gas (Unleaded)	PD	
1fm5k8ar1fgb99017	Gas (Unleaded)	PD	
1FM5K8AR0HGD07615- DUPLICATE	Gas (Unleaded)	PD	
1FM5K8AB4LGA84099	Gas (Unleaded)	PD	
1FM5K8ABXMGB47174	Gas (Unleaded)	PD	
1FM5K8AR4GGC73192	Gas (Unleaded)	PD	
1FM5K8AR7HGD07613	Gas (Unleaded)	PD	
2FABP7BV0BX107971	Gas (Unleaded)	PD	Black & White
1FM5K8ARXFGB99016	Gas (Unleaded)	PD	
1FM5K8AB8MGB47173	Gas (Unleaded)	PD	
1FM5K8AR0GGC73190	Gas (Unleaded)	PD	
1FM5K8AR5FGB99019	Gas (Unleaded)	PD	
1fm5k8ar2jgb93543	Gas (Unleaded)	PD	
1FM5K8AR9HGA44735	Gas (Unleaded)	PD	
1GCWGAF1G1289885	Gas (Unleaded)	PD	

1FM5K8AB2LGA84098	Gas (Unleaded)	PD	
1FM5K8AR9HGD07614	Gas (Unleaded)	PD	
1FM5K8AR0HGD07615-DUPLICATE	Gas (Unleaded)	PD	Black & White
1FTEX1E51JKD47029	Gas (Unleaded)	PD	
1FM5K8AR5GGC07783	Gas (Unleaded)	PD	
1G4HP52K73U139416	Gas (Unleaded)	PD	
1FAHP2D82DG146154	Gas (Unleaded)	PD	
1C4NJRBBXED828885	Gas (Unleaded)	PD	White
1GNLC2E00BR274717	Gas (Unleaded)	PD	
2FABP7BV2BX107969	Gas (Unleaded)	PD	
1FM5K8D81DGB17481	Gas (Unleaded)	PD	
2G1WD5E35G1133570	Gas (Unleaded)	PD	
2G1WD5E32G1133428	Gas (Unleaded)	PD	
2FAFP71VX8X159376	Gas (Unleaded)	PD	Red (Dark)
2FAHP71W04X105970	Gas (Unleaded)	PD	
2G1WA5E33F1120257	Gas (Unleaded)	PD	
2gwd5e35g1132872	Gas (Unleaded)	PD	
2G1WA5E32F1120430	Gas (Unleaded)	PD	
1GNMCAE00AR124250	Gas (Unleaded)	PD	
2FAFP71V88X159375	Gas (Unleaded)	PD	
3FADPOL37AR340613	Hybrid	PD	
3FADPOL39AR340614	Hybrid	PD	

1FM5K8AR4JGB93544	Gas (Unleaded)	PD	
3FADPOL35AR340612	Hybrid	PD	
2MEFM75W23X632927	Gas (Unleaded)	PD	
		PD	
3FADPOL30AR340615	Hybrid	PD	Black
3FADPOL32AR340616	Hybrid	PD	
3FADPOL34AR340617	Hybrid	PD	Black
3FADPOL36AR340618	Hybrid	PD	
1FMEU73EX8UA06753	Gas (Unleaded)	PD	
1GAZGZFG4E1139974	Gas (Unleaded)	PD	
		PD	
1FM5K8B89DGA99928	Gas (Unleaded)	PD	
		PD	
52CG2AGA3F0012692	Electric	PD	Blue & White
52CG4AHA9F0012724	Electric	PD	Blue & White
5ASAJ27477F044005	Electric	PD	White
4XASEA506HA646181	Electric	PD	
1FMJU1GT4GEF26686	Gas (Unleaded)	PD	
		PD	
		PD	
1C4NJRBB0HD153763	Gas (Unleaded)	PD	White
1C4NJRBB9HD153762	Gas (Unleaded)	PD	White
1C4NJRBB2HD152764	Gas (Unleaded)	PD	White
3C4PDCAB0JT512088	Gas (Unleaded)	PD	
3C4PDCAB9JT512087	Gas (Unleaded)	PD	White

3C4PDCAB7JT512086	Gas (Unleaded)	PD	White
KJA00456	Gas (Unleaded)	PD	
2MEFM74WX4X615148	Gas (Unleaded)	PD	
1D4HB38N85F567787	Gas (Unleaded)	PD	
2FAFP71W63X125050	Gas (Unleaded)	PD	
2GWD5E35G1132872	Gas (Unleaded)	PD	
1FMK8D81DGB17481	Gas (Unleaded)	PD	
2FABP7BV0BX107968	Gas (Unleaded)	PD	
2FABP7BV9BX107970	Gas (Unleaded)	PD	
2FABP7BV5BX109439	Gas (Unleaded)	PD	
		PD	
1GAWGPFA1C1132013		Recreation	Black
7FBEU15		Sewer	
2C4RDGBG6CR225662	Gas (Unleaded)	Social Services	Gray
1FAFP23116G105142		Social Services	
1FM5K7B80FGC09102	Gas (Unleaded)	Social Services	
5WEASAAL0EH768516	Diesel	Social Services	White
1FBAX2XM4JKA20945		Social Services	White
1FAFP23116G105142		Social Services	
1GCHG35U941187024	Gas (Unleaded)	Social Services	
1FMCU9D74CKB69133	Gas (Unleaded)	Social Services (formerly Beach Utility)	Gray
1FDUF5GN8RDA24207		Social Services	White

5048004			White
1ZJBB1512HM104664			
1FM5K8AB7MGB47181	Gas (Unleaded)		
5Y4AMA5E2NA101889			



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-524

Routine transfer of funds for year end.



RESOLUTION NO. 2024-524

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

RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS IN THE FISCAL YEAR 2024 BUDGET

WHEREAS, it has been determined that various line items within the 2024 fiscal year operating budget need additional funds to cover these expenditures; and,

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

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

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

Current Fund:	From	To
Engineering	\$15,000.00	
Finance S&W		\$15,000.00

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-524 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-525

To Provide Funding For A Licensed Tree Expert Or Other Qualified Professional To Develop A Community Forestry Management Plan (CFMP) And Conduct A Tree Inventory Of Trees On City Public Property



RESOLUTION NO. 2024-525

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

**RESOLUTION AUTHORIZING SUPPORT FROM LOCAL GOVERNING BODY
AUTHORIZING A GRANT APPLICATION (GREEN COMMUNITIES GRANT) TO
PROVIDE FUNDING FOR A LICENSED TREE EXPERT OR OTHER QUALIFIED
PROFESSIONAL TO DEVELOP A COMMUNITY FORESTRY MANAGEMENT PLAN
(CFMP) AND CONDUCT A TREE INVENTORY OF TREES ON CITY PUBLIC
PROPERTY**

WHEREAS the City's Department of Public Works (DPW) in conjunction with the Environmental Shade Tree Commission (ESTC) is seeking support to fund the development of an updated CFMP as required by the NJ Department of Environmental Protection and a tree inventory that is required for the submission of the updated CFMP.

WHEREAS the DPW and the ESTC aim to stay compliant with the New Jersey Urban & Community Forestry Accreditation requirements. One of the main components of this accreditation is that the City's CFMP be current. The CFMP for the city of Asbury Park expires on 31 December 2024. The city has until December 2025 to submit a revised plan which needs to include a tree inventory of the City's Trees.

WHEREAS the New Jersey Urban & Community Forestry Accreditation provides access to grants for development and implementation of the City's Community Forestry Management Plans and a basis for liability protection associated with local urban forestry program. The Green Communities Grant includes a \$20,000 base grant plus a 25% match which can be funded by the city, or manpower hours (Volunteer and DPW) in the development of the CFMP, or a combination of both city funding and manpower hours. Without access to the funds, the city will have fund the entire cost of the City Tree Inventory and the development of the CFMP or risk the loss of the New Jersey Urban & Community Forestry Accreditation.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-525 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-526

Funds from NJ Shade Tree and Community Forestry Assistance Act to provide funding for overburdened communities to encourage, promote and support the stewardship and effective management of trees and forest ecosystems.



RESOLUTION NO. 2024-526

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

RESOLUTION OF SUPPORT FROM LOCAL GOVERNING BODY AUTHORIZING A 2024 GRANT APPLICATION TO PROVIDE FUNDING FOR THE ENVIRONMENTAL SHADE TREE COMMISSION (ESTC)

WHEREAS, the City's Department of Public Works (DPW) in Conjunction with the Environmental Shade Tree Commission (ESTC) is seeking support to fund training programs for the employees and volunteers to enhance and build on their knowledge of urban forestry management, and

WHEREAS, the Department of Public Works and the Environmental Shade Tree Commission aims to increase the knowledge of urban forestry of their employees and volunteers to effectively manage trees within the public lands of Asbury Park as outlined in the City's Community Urban Forestry Plan.

WHEREAS, The New Jersey Urban & Community Forestry Program (NJUCF) is authorized by the New Jersey Shade Tree and Community Forestry Assistance Act (N.J.S.A. 13:1L-17.1 to -17.9) to provide funding for overburdened communities such as Asbury Park to encourage, promote, and support the stewardship and effective management of trees and forest ecosystems. The grant will fund attendee registration fees for approved training conferences or seminars with an emphasis on funding events hosted by NJUCF partner organizations (e.g., Rutgers University, the NJ International Society of Arboriculture, and the NJ Shade Tree Federation).

THEREFORE, the City Council of the City of Asbury Park has determined that the City of Asbury Park should apply for the aforementioned Grant.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Asbury Park, State of New Jersey, authorize the submission of the aforementioned Grant and the City Manager or their designee to sign any paperwork associated with the application

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-526 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-527

As a State designated Urban Enterprise Zone and pursuant to N.J.S. 52:27H-88, in order to fund the administrative expenses of executing all UEZ programs, the City of Asbury Park must resolve to request such funds from its annual FY allotment.



RESOLUTION NO. 2024-527

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

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF ASBURY PARK AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW JERSEY URBAN ENTERPRISE ZONE AUTHORITY FOR ENTERPRISE ZONE ASSISTANCE FUNDS FOR THE UEZ PROGRAM ADMINISTRATIVE EXPENSES

WHEREAS, the City of Asbury Park, was awarded designation as an Urban Enterprise Zone (UEZ)

by the State of New Jersey, meeting the qualifying criteria as an urban-depressed city with unemployment rates exceeding the State's averages; and

WHEREAS, in order to continue operation and administration of UEZ projects and activities for the purpose of financing personnel and administration expenses associated with projects and activities that will lead to increased economic activity or encourage private investment and job creation; and

WHEREAS, the City of Asbury Park's UEZ Coordinator intends to submit a project request to the New Jersey Urban Enterprise Zone Authority (UEZA) for the creation of a new project to be titled

“City of Asbury Park UEZ Zone Administration Budget”; and

WHEREAS, the Executive Director of the UEZA issued a letter dated October 1, 2024, stating the FY 2025 Zone Assistance Fund is \$1,163,635; and

WHEREAS the UEZ can request up to ten percent (10%) of its FY allocation for its Administrative expenses, the amount requested for the project is ONE HUNDRED AND SIXTEEN THOUSAND, THREE HUNDRED AND SIXTY THREE DOLLARS (\$116,363.00); and

WHEREAS, pursuant to N.J.S. 52:27H-88 in order to fund this project from funds deposited in the Enterprise Zone Assistance funds, the governing body must adopt a resolution approving and authorizing the use of Zone Assistance Funds.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Asbury Park does hereby direct the submission of a project application in the amount of \$116,363.00 to the Urban Enterprise Zone Authority to evaluate and approve funding from the funds deposited

in the Enterprise Zone Assistance fund and credited to the account of the City of Asbury Park. Said account maintained by the State Treasurer for the Enterprise Zone.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-527 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-528

Awarding the Bid for solid waste collection services to DeLisa Demolition for a 3-year period of 1/1/25 to 12/31/27.

Refuse Collection - Previous contract = \$1,639,999.20 This contract = \$2,860,00.00

Construction & Demo Debris - Previous contract = \$85,020 This contract = \$116,220

Weekend Trash Removal Beach Front for:

Two 20 Cubic Yard Dumpsters - Previous contract = \$23,600 This contract = \$29,800

Two 7 Cubic Yard Rear Loading Compactors - Previous contract = \$15,000 This contract = \$24,000

Approximately 100 (65 last contract) Litter Barrel Containers - Previous contract = \$31,00 This contract = \$42,000



RESOLUTION NO. 2024-528

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

RESOLUTION AWARDING THE BID FOR SOLID WASTE COLLECTION SERVICES TO DELISA DEMOLITION INC

WHEREAS, the City of Asbury Park (the "City") duly advertised on Wednesday, September 4, 2024 for the receipt of bids from interested contractors for solid waste and/or recyclable materials collection services for a three-year period commencing on January 1, 2025 and ending on December 31, 2027 ("the services"); and

WHEREAS, the bid specifications separated the services into seven (7) individual components and requested that bidders submit a proposal relating to each of the individual components, with the City reserving the right to award a contract for one, or any combination of, or all, of the components, at the City's discretion; and

WHEREAS, on the advertised bid opening date of Wednesday, November 13, 2024, the City received a single bid from DeLisa Demolition, Inc., d/b/a DeLisa Waste Services, of Tinton Falls, New Jersey (the "Contractor"), which covers all of the individual components identified in the bid specifications; and

WHEREAS, the Director of Purchasing has confirmed that the bid submission received from the Contractor is in satisfactory order and complies with the requirements of the bid specifications; and

WHEREAS, the City Attorney has further confirmed that the bid submission received from the Contractor is in satisfactory legal order; and

WHEREAS, Mayor and Council have reviewed this matter and have determined to award a contract to the Contractor for the following components of the services:

- (1) Component One - Refuse Collection: Grand Total/3 Years - \$2,860,000.00; and
- (2) Component Four - Container Services for Disposal of Construction and Demolition Debris: Grand Total/3 Years Estimated at \$116,220.00; and
- (3) Component Five - Weekend Trash Removal on Beach Front of Two 20-Cubic Yard Dumpsters: Grand Total/3Years Estimated at \$29,800.00; and
- (4) Component Six - Weekend Trash Removal on Beach Front of Two 7-Cubic Yard Rear Loading Compactors: Grand Total/3Years Estimated at \$24,000.00; and

(5) Component Seven - Weekend Trash Removal on Beach Front of Approximately 100 Litter Barrel Containers: Grand Total/3Years Estimated at \$42,000.00; and

WHEREAS, the award of the contract shall be contingent upon the existence of appropriate funding in the City's current operating budget for each of the three years of the contract, on an annual basis.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park, as follows:

1. That the contract for solid waste services involving the five separate component parts identified above, covering a three-year period commencing on January 1, 2025 and ending on December 31, 2027, is hereby awarded to DeLisa Demolition, Inc., d/b/a DeLisa Waste Services, on its bid in the amount(s) set forth above.

2. That the award of the within contract shall be contingent upon the existence of appropriate funding in the City's current operating budget for each of the three years of the contract, on an annual basis.

3. That, subject to the contingency referenced above, the Mayor and/or City Manager is hereby authorized to execute, and the City Clerk attest, a contract with the Contractor for the services in question, so long as contract is in a form that is satisfactory to the City Attorney.

4. That all relevant City officials are hereby authorized and directed to undertake all actions that are necessary in order to effectuate the intentions of this Resolution.

NOW, THEREFORE BE IT FURTHER RESOLVED that a certified copy of this Resolution be provided to DeLisa Demolition, Inc., d/b/a DeLisa Waste Services, Deputy Director of Public Works, City Manager, City Attorney and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-528 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



Mayor John Moor

Deputy Mayor Amy Quinn

Eileen Chapman, City Councilmember

Yvonne Clayton, City Councilmember

Angela Ahbez-Anderson, City Councilmember

Lillian L. Nazzaro, Esq., City Manager

**BID SPECIFICATIONS
FOR**

**UNIFORM BID SPECIFICATIONS
SOLID WASTE and/or RECYCLABLE MATERIALS COLLECTION
SERVICES**

ISSUE DATE: September 4, 2024

DUE DATE: November 13, 2024 11:00 AM

ISSUED BY:

**CITY OF ASBURY PARK
COUNTY OF MONMOUTH**

**City of Asbury Park
Uniform Bid Specifications
Solid Waste and Recyclable Materials Collection Services**

1.0 Instructions To Bidders

1.1 The Bid

The City of Asbury Park is soliciting bid proposals from solid waste collectors interested in providing solid waste and/or recyclable materials collection services for a three-year period, commencing on January 1, 2025 and ending on December 31, 2027 in accordance with the terms of these bid specifications and N.J.A.C. 7:26H-6 et seq. At the discretion of the Mayor and Council of the City of Asbury Park, and pursuant to N.J.S.A. 40A:11-15(45), this contract can be extended for one two-year, or two one-year extensions.

1.2 Changes to the Bid Specifications

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than seven days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids, be published in the Asbury Park Press and The Star Ledger.

1.3 Bid Opening

All bid proposals will be publicly opened and read by the designated representative at the City Council Chambers, One Municipal Plaza, Asbury Park, New Jersey. Bids must be delivered by hand or by mail to the Finance Department or Purchasing no later than **Wednesday, November 13, 2024 at 11:00 A.M.** All bid proposals will be date and time stamped upon receipt. The Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any bid proposal received after the date and time specified will be returned unopened, to the bidder.

1.4 Documents to be Submitted

Documents listed in section 9.0 Bidding Documents, shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders, including the following documents:

1. Certified photo-copies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000.00; payable to the City of Asbury Park;
4. Non-collusion affidavit;
5. Stockholder disclosure certification;
6. Certificate of surety;
7. Acknowledgement of Receipt of Addenda
8. Bid proposal.
9. Proof of Business Registration (N.J.S.A. 52:32-44); and
10. Certificate of Employee Information
11. Disclosure of Investments Activities in Iran
12. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the bid specifications into parts is merely for convenience and ready reference; all parts of the bid specifications constitute a single document.

2.0 Definitions

"Bid proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

"Bid guarantee" means the bid bond, cashier's check, or certified check submitted as part of the bid proposal, payable to the City of Asbury Park, ensuring that the successful bidder will enter into a contract.

"Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Collection site" means the location of waste containers on collection day.

"Collection source" means a generator of designated collected solid waste to whom service will be provided under the contract.

"Consent of surety" means a 'contract' guaranteeing that if the contract is awarded, the surety will provide a performance bond.

"Contract" means the written agreement executed by and between the successful bidder and the governing bodies and shall include the bid proposal, and the bid specification.

"Contract Administrator" is the person authorized by the City of Asbury Park to procure and administer contracts for solid waste collection services.

"Contracting unit" is the City of Asbury Park, a municipal corporation in the County of Monmouth, State of New Jersey.

"Contractor" means the lowest responsible bidder to whom award of the contract shall be made.

"Designated collected recyclable material" is defined as single stream to include newspapers, corrugated cardboard, commingled recyclables (clear, brown and green glass bottles, aluminum and bi-metal cans, #1 and #2 plastic bottles) and magazines. Also see 5.2H, Items Not To Be Collected.

"Designated collected waste" means solid waste type 10, 13 and 23. Designated collected solid waste shall not include recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State of New Jersey, Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in the Monmouth County Solid Waste Management Plan for use by the City of Asbury Park. The address of the authorized disposal facility is as follows:

County of Monmouth
6000 Asbury Avenue
Tinton Falls, New Jersey 07724
732-683-8686

"Governing body" means the governing body of the City of Asbury Park.

"Holiday" means a regularly scheduled collection day on which the authorized disposal facilities are closed. For the purposes of this contract, the recognized holidays include New Year's Day, Thanksgiving and Christmas.

"Legal newspaper" means the Asbury Park Press, The Star Ledger and/or The New Coaster.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

"Participating Contracting Unit" means the City of Asbury Park

"Service area" means the geographic area that encompasses the City of Asbury Park. See attached map.

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

3.0 Bid Submission Requirements

3.1 Bid Proposal

- A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- B. Bid proposals shall be hand delivered or mailed in a sealed envelope, and the name and address of the bidder and the name of the bid, as set forth in the Public Advertisement for Bids, must be clearly written on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the City of Asbury Park in the advertisement of bids.
- C. Each bidder shall sign, where applicable, all bid submissions as follows:
 1. For a corporation, by a principal executive officer;
 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in Sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. Any bid proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2 Bid Guarantees

A bid guarantee in the form of a bid bond, cashier's check, or certified check, made payable to the City of Asbury Park in the amount of 10% of the highest aggregate three-year period, not to exceed

twenty thousand dollars (\$20,000.00) must accompany each bid proposal. In the event that the bidder to whom the contract is awarded fails to enter into the contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the City of Asbury Park.

3.3 Exceptions to the Bid Specifications

Any conditions, limitations, provisions, amendments, or other changes attached or added by the bidder to any of the provisions of these bid specifications or any changes made by the bidder on the proposal forms shall result in the rejection of the bid proposal by the Mayor and Council.

3.4 "Or Equal" Substitutions

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, the designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Mayor and Council.

3.5 Compliance

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract. Any and all permits required to be obtained from the Municipality, Board of Health, or other Municipal, State or Federal agency shall be obtained by the contractor at his/her expense. Whenever any question shall arise as to the meaning of terms and conditions of the proposed agreement, or the route to be followed, the same shall be determined or decided by the governing bodies of the respective participation contracting unit.

3.6 Conflict of Interest and Non-Collusion

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above-named project;
- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and,
- C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and License issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7 No Assignment of Bid

The bidder may not assign, sell, transfer or otherwise dispose of the bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the City of Asbury Park agrees to the assignment or other disposition. NO such assignment or disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

3.8 Americans with Disabilities Act Of 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans with Disabilities language that is included as Appendix B of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

4.0 Award of Contract

4.1 Generally

- A. The Mayor and Council shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Mayor and Council decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options and time frames, is the lowest responsible bid for each participating contractual unit. The City reserves the right to award ANY combination of the bid that is most advantageous to the City.
- C. The Mayor and Council reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Mayor and Council rejects all bids, the City of Asbury Park shall publish a notice of re-bid no later than ten days, Saturdays, Sundays, and holidays excepted, prior to the date for acceptance of bids. The right is reserved to waive any defects or irregularities therein if in the interest of the participating contracting unit as deemed advisable to do so, in accordance with applicable law. The participating contracting units reserves the right, after receiving the bids, to choose the proposal, term and any or all alternates applicable which is believes is to be the lowest responsible bidder for the particular term and alternates applicable, provided the bid complies in all respects with the requirements contained herein, and provided the bidder has submitted satisfactory evidence of ability to execute the work satisfactorily, and the ownership by bidder of the necessary capital and equipment to carry out this contract, without default or interference.
- D. Contract Extension Option – The City of Asbury Park reserves the right to extend the ensuing three-year contract for two additional one-year periods or one additional two-year period. If this option is exercised, then the City will notify the contractor in writing ninety days prior to original contract expiration. The contractor will then have thirty days within which to agree or disagree with the extension. Any and all extensions will be at the rates established for the third year of the contract.
- E. After bids have been opened Bid Securities or checks will be returned promptly except those of the lowest two regular bidders on the proposal and terms of years chosen by the respective participating contracting units as the basis of award. The checks of those two remaining bidders will be returned after the work has been awarded to the successful lowest responsible bidders and the contract fully executed and bond delivered. It is understood, however, that if at any time of bidding the participating contracting units have not decided on which term of years a contract is to be awarded it might retain for a period of thirty days all Bid Securities, checks and bids.

4.2 Notice of Award and Execution of Contract

Within fourteen calendar days of the award of the contract, the City of Asbury Park shall notify the successful bidder(s) in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the City of Asbury Park to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3 Responsible Bidder

The City of Asbury Park shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1 and N.J.A.C. 7:26H6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4 Performance Bond

- A. For a one-year contract, the successful bidder shall provide to the participating contracting unit, a one-year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond concurrent with the delivery of the executed contract.
- B. Failure to provide the required one-year performance bond at the time and place specified by the City of Asbury Park shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the City may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1 above.
- C. For a two, three, four, or five-year contract the successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the City of Asbury Park with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.
- D. Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Mayor and Council to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount equal to the costs incurred by the City of Asbury Park in re-bidding the contract.

4.5 Affirmative Action Requirements

- A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A.10: 5-31 et seq. and N.J.A.C.17: 27 et seq.
- B. Within seven (7) days after receipt of notification of the Mayor and Council's intent to award any contract the contractor must submit one of the following to the contracting unit:
 1. If the contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.

2. If the contractor has a certificate of employee information report, the contractor shall submit a photocopy of the certificate.
 3. If the contractor has none of the above, the City of Asbury Park shall provide the contractor with an (A.A. 302) affirmative action employee information report.
- C. If the contractor does not submit the affirmative action document within the required time period, the City of Asbury Park may extend the deadline by a maximum of fourteen (14) calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the City of Asbury Park to declare the contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6 Vehicle Dedication Affidavit

The contractor shall execute and submit at the time and place specified in the award, a notice of vehicle dedication affidavit, which at a minimum shall attest that: The successful bidder will dedicate affixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the contractor shall covenant that the City of Asbury Park will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based on its share of the waste at the time of disposal. Such assignment of proportional waste in a non-dedicated vehicle shall be based upon weight slips from a third-party certified scale.

4.7 Errors in Price Calculation

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Form(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all bid proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Mayor and Council may not award a contract until all tabulations are complete.

5.0 **Work Specifications – Refuse Collection**

5.1 The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the City of Asbury Park as described below:

5.2 Collection of Refuse: The following materials are to be collected from curbside pursuant to the following schedule and regulations:

A. Materials Collected:

1. Type 10 – Household Garbage and Trash, including dead animals
2. Type 13 – Bulky Waste, to include appliances, trees, wood branches, etc.
3. Type 23 – Vegetative Yard Waste, to include crop residues, plant nurseries, etc.

B. Schedule of Collections:

1. Zone 1 – East – All properties East of Grand Avenue, inclusive Mondays and Thursdays
2. Zone 2 – Central – All properties between Grand Avenue and Comstock Street Tuesdays and Fridays
3. Zone 3 – West – All properties west of Comstock Street and prospect Avenue, inclusive Wednesdays and Saturdays

4. **Business District** – All of Main Street (aka Route 71) both sides and the Central Business District bounded by Main Street on the West side, Summerfield Avenue inclusive on the North side, Lake Avenue inclusive on the South side and Grand Avenue inclusive on the East side except that Cookman and Lake Avenues between Heck Street and Grand Avenues shall also be included on Mondays and Fridays. During May 1st through September 30th collections will be Monday, Wednesday and Fridays.
 5. **Beachfront District** – Ocean Avenue inclusive on the East side, Kingsley Street inclusive on the West side and all East and West Streets in between Ocean Avenue and Kingsley Street on Mondays and Fridays. During May 1st through September 30th collections will be Monday, Wednesday and Fridays.
- C. See City Maps – Attachment II
- D. All collections unless otherwise specified herein will be from curbside opposite the residential, commercial and/or non-residential premises to be serviced and will include service alleys (City ROWs) located in blocks 7, 8, 13, 14, 17, 18, 19, 30, 31, 32, 38 and 39. All containers are to be placed out of gutters and up on the curb line upon being emptied by the Contactor.
- E. Litter Barrels: The City has placed approximately 225 litter barrels curbside within the Beachfront and Business Districts, Main Street, some neighborhoods and around City Parks. The Contractor will empty these containers twice a week as collection operations are conducted within their regularly scheduled collection area (i.e., Zones 1, 2 and 3, Business District and Beachfront). During May 1st through September 30th collections will be Monday, Wednesday and Fridays.
- F. All items to be collected from curbside will be placed at curbside in upright container, plastic bags, tied in bundles, or otherwise contained so as to not be loose – in no case shall any container, bag or bundle exceed 60lbs in weight. Items secured in bundles (i.e., branches, wood, hedge clippings, carpeting) shall not exceed 4ft in length. Household furniture placed at curb shall not exceed 120lbs. Household odds and ends (i.e., a door, shutter, and window) shall not exceed 120lbs.
- G. Quantity to be collected from residential and non-residential premises per pickup day shall conform to the following:
1. Type 10 Household Trash – Not more than five containers and/or bags per dwelling unit and non-residential establishment, per pickup day – Total aggregate per dwelling unit or non-residential establishment not to exceed 300 lbs.
 2. Type 13 Bulk Waste – No more than three large items – total aggregate of items, bags, bundles or containers not to exceed 360 lbs per dwelling unit or non-residential establishment, per pickup day. For premises having more than one dwelling unit or more than one non-residential establishment, no more than six large bulk items or an aggregate of 720lbs are to be collected per pickup per building.
 3. Type 23 Yard Waste – No more than three bundles, bags or containers per residential or non-residential unit or in the aggregate more than 180lbs, per pickup day. For Premises having more than one dwelling or non-residential establishment no more than six bundles, bags or containers (aggregate) weight not to exceed 360lbs are to be collected per pickup day.

For further information, see Local Ordinance MC Chapter 19, Subchapter 1, 2, and 3, which regulates solid waste. **NOTE:** The Ordinance, MC Chapter 19, Subchapter 1, 2, and 3 is available at the City Clerk's Office.

H. Items Not To Be Collected:

1. Hazardous Waste
 2. Leaves
 3. Grass Clippings
 4. Dirt/Soil
 5. Concrete, Bricks, Cinder Blocks, Stone Products
 6. Tree limbs or parts larger than 3 inches in diameter
 7. Asphalt
 8. Roof Shingles
 9. Demolition/Construction Materials
 10. Auto Tires
 11. Waste Oil
 12. Auto Batteries
 13. Renovation Materials i.e., Counter Tops, Cabinets, and Flooring
 14. Paint Cans
 15. Any items banned by the Monmouth County Reclamation Center
- NOTE: Schools are not included within the Collection Service

- I. The Contractor will be entitled to increase the contract amount should the City add new non-residential and residential units (as determined by Certificate of Occupancy for new units) beyond those in existence at the commencement of contract services provided said units received the same scope of services described within. The Contractor will indicate the collection cost per additional unit per month on the bid proposal form provided by the City. Conversely, should the number of non-residential and residential units decrease, the City will be entitled to a decrease per unit per month equal to the increase collection cost per unit per month as indicated by the bidding contractor. (Such a decrease would be demonstrated via demolition permits regarding structures that would lead to a decrease in residential units or non-residential units.)

5.3 Containers

The Contractor will collect the following containers twice per week as follows:

- A. Municipal Complex, One Municipal Plaza – One six cubic yard container (Tuesday and Fridays).
- B. Waste Water Treatment Plant, 1700 Kingsey Street – One six cubic yard container (Tuesdays and Fridays) except from May 1st through September 30th, two six cubic yard containers.
- C. Housing Authority, 1000 ½ Third Avenue – 23 containers among six complexes (Mondays and Thursdays) ZONE 3.
- D. Library One Container (Tuesdays and Fridays) ZONE 2.
- E. Container Option – As Needed – The Contractor will indicate on the bid proposal form provided, the monthly cost of off-street container pickup twice per week per residential or non-residential building. The number of rear loading containers located to the rear of the buildings will vary from one to four containers and may vary in size from four to eight cubic yards.

ALL CONTAINERS ARE REAR LOADING TYPE

5.4 Collection Schedule

- A. All collection services, as described in these specifications, shall be performed on all designated days between 7 AM and 4 PM, Zones 1, 2 & 3. The Business District and Beachfront will be collected on designated days between 7AM and 9AM.
- B. The following legal holidays are exempted from the waste collection schedule: ~~News Years Day, Thanksgiving Day and Christmas Day.~~ Customers are notified by two annual City bulk mailings of a recycling bulletin and recycling calendar. ~~Collection services deferred because of these holidays will be conducted on the next regularly scheduled day after the holiday.~~ Collection services will be conducted on all other holidays.

5.5 Solid Waste Disposal

- A. All solid waste collected within the City of Asbury Park shall be disposed of in accordance with the Monmouth County Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at the Monmouth County Reclamation Center, 6000 Asbury Avenue, Tinton Falls New Jersey, (732) 683 -8686.
- B. Disposal/facility transfer station services shall include the services to be provided by the disposal contractor(s) including the receiving, certified weighting, processing and disposal at licensed landfills(s). Certification must be provided to the participating contracting units stating where the solid waste will ultimately be disposed of showing the facility is properly licensed to accept the material during the term of the contract period.
- C. Notwithstanding anything elsewhere in these Bid Specifications should it be determined by the State of New Jersey Legislature, or a Court or an Administrative Agency having jurisdiction of the collection, transportation and disposal of solid waste shall be disposed of in a manner other than as set forth in these Bid Specifications, the Contractor and the participating contracting units agree to comply with such determination. The participating contracting units will assume all direct financial costs and/or receive and be entitled to all direct financial benefits associated with such determination.
- D. The City of Asbury Park reserves the right to designate another disposal facility (or, if applicable, disposal facilities) in accordance with the Monmouth County Solid Waste Management Plan or in the event that the designated disposal facility (or, if applicable, disposal facilities) is unable to accept waste. The City of Asbury Park will assume all additional costs or benefits that are associated with such designation.

5.6 Bulk Item Collection

- A. The work to be performed shall consist of the collection, removal, and disposal of bulk item trash as defined above from all premises with the City of Asbury Park on the second collection day per week according to Zone 1, 2 and 3. Whenever possible, bulk item waste is to be recycled or taken to an alternate non-landfill disposal facility if this is cost effective to the City.

5.7 Vehicles and Equipment

A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.

B. All collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The contractor shall specify whether the vehicles are side, front or rear loading. Front loading hoppers, which are hoisted over the cab allowing refuse to fall freely into the compactor body, will not be accepted unless the contractor can demonstrate no spillage of trash or litter results from this equipment.

C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the contract. All vehicles shall be equipped with a broom and a shovel, for the purpose of promptly cleaning any spillage from collection vehicles or containers during the conduct of collection services.

D. The Contract Administrator may order any of the contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these work specifications. In such event, the contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

E. The City of Asbury Park reserves the right to randomly inspect and/or weigh trucks.

5.8 Name on Vehicles

The name, address, and service phone number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in conjunction with the collection services.

5.9 Telephone Facilities and Equipment

A. The Contractor must provide and maintain an office within reasonable proximity of the City of Asbury Park with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.

B. The Contractor shall maintain telephone service on all collection days, between the hours of 6AM and 4PM prevailing time. The City of Asbury Park shall publish this number in its telephone directory and newsletters along with the other listings of the City. The contractor shall provide a toll-free number for the residents of the City of Asbury Park.

5.10 Failure to Collect

A. The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the collection day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

5.11 Complaints

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The complaint log shall be available for inspection by the City of Asbury Park.

B. ~~The Contractor shall submit a copy of all complaints received and the action taken to the City of Asbury Park.~~

5.12 Solicitation of Gratuities

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any work or services provided in connection with the contract. The Contractor shall be subject to the Liquidated Damage clause herein contained for breach hereof.

5.13 Invoice and Payment Schedule

A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.

1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these bid specifications, the Contractor will submit an invoice to the City of Asbury Park for the preceding calendar month (the "Billing Month"). The contract price for all services will be paid in the following month, provided the contractor has submitted a municipal purchase order, properly executed prior to the first meeting of the City of such following month. In no event shall the contractor be paid in advance.

2. Where the contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the City of Asbury Park for reimbursement.

B. The City of Asbury Park shall pay all invoices within 30 days of receipt. The City of Asbury Park will not be obligated to pay a defective invoice until the Contractor cures the defect. The City of Asbury Park shall have 30 days from the date of receipt of the corrected invoice to make payment.

C. Invoices shall specify the number and type of vehicle used for collection in the contracting unit, the loads per truck, and number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the City of Asbury Park shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.

D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the City of Asbury Park shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the City; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:

1. the amount of the invoice;
2. the origin of the waste;
3. the truck license plate number;
4. the total quantity and weight of the waste; and
5. the authorized tipping rate plus all taxes and surcharges.

E. Where the City of Asbury Park will pay the costs of disposal, the disposal facility shall bill the City of Asbury Park directly for all costs including taxes and surcharges.

F. The Contractor may utilize a materials recovery facility for intermediate processing as long as the residue is disposed of in a manner consistent with N.J.A.C. 7:26-2B.9. In the event that the Contractor chooses to utilize a Materials Recovery Facility (MRF), the Contractor shall identify the MRF on the proposal forms.

5.14 Competence of Employees

~~The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the City of Asbury Park shall notify the contractor and specify how the employee is incompetent or disorderly and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey driver's license for the type of vehicle operated.~~

5.15 Supervision of Employees

A. The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the contractor. The Contractor shall notify the Contract Administrator and Superintendent of Public Works, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes.

B. The Contractor's employees shall exercise due care so as to not damage litter barrels or trash containers and shall place said containers out of gutters and back upon curbs when emptied. Any trash or spillage occurring during collection will be cleaned up immediately by the contractor.

C. The contractor will assure that no property damage occurs during the undertaking of collection services and will be responsible to reimburse the City and/or owners of any property for the cost of repairing any damages caused by the contractor and employees of the contractor. Should the Contractor fail to provide the services specified by the contract, the City may act to provide these services and assess the costs of these services as a deduction from the Contractor's monthly payment.

5.16 Insurance Requirements

Any party performing work for or on behalf of the City of Asbury Park shall keep in force the following types of insurance underwritten by a company licensed to do business in the State of New Jersey and acceptable to the City of Asbury Park. All insurance required herein shall be maintained in full force and effect during the term of the Agreement with the municipality and shall constitute primary coverage over all applicable insurance. Special events, which require the use of the municipality including but not limited to Fire Works Displays, Amusement Rides, use of Pistol Range and Parades, shall also be subject to the following with additional requirements applicable. The City of Asbury Park reserves the right to accept, amend or modify any of the conditions listed. The City of Asbury Park must be notified within three (3) days of an offense, which may result in a claim. Insurance coverage having policy limits in the amounts required by the municipality shall not be construed to relieve the party performing work or its subcontractors from liability in excess of such coverage, nor shall it preclude the municipality from taking such other actions as are available to it under the provisions of any written agreement or otherwise in accordance with then applicable law.

5.17 Certificate of Insurance

The following information shall be contained in a Certificate of Insurance furnished to the City of Asbury Park prior to the commencement of any work. The Certificate shall contain a clause stating that the City of Asbury Park is included on Commercial General Liability and Umbrella Liability as an Additional Insured. The Certificate shall state that all insurance policies are primary and non-contributory and a Waiver of Subrogation (except Worker Compensation) shall apply to all policies. See Worker Compensation section for special requirements.

COMMERCIAL GENERAL LIABILITY

Minimum policy limits- \$1,000,000.00 Combined Single limit on the Occurrence Form

Policy shall be written on the comprehensive form including products / completed operations and protect against claims for all damages arising from bodily injury, property damage, personal injury and advertising injury including death. Railroad Protective Liability insurance may be needed for coverage protecting a railroad from liability it incurs because of the work of contractors on or near the railroad right-of-way. Abuse and Molestation coverage may be recommended for organizations that have a higher exposure to vulnerable populations.

PROFESSIONAL LIABILITY (When Applicable)

Minimum policy limits- \$1,000,000.00 per Occurrence or Claims Made Form

Coverage designed to protect professionals against liability incurred, as a result of errors and omissions in performing professional services shall be provided. A professional act or service arises out of a vocation, calling, occupation or employment involving specialized knowledge, which is not physical or manual. This includes but is not limited to Physicians, Architects, Engineers, Accountants, Appraisers and Lawyers.

AUTOMOBILE LIABILITY

Minimum policy limits- \$1,000,000.00 per Accident Combined Single Limit

Comprehensive Automobile Liability insurance covering the use of all owned, non-owned, hired or leased automobiles for bodily injury and property damage. Coverage should include uninsured and underinsured motorist at limits no less than \$1,000,000. The City of Asbury Park must be included as Additional Insured.

UMBRELLA / EXCESS LIABILITY

Minimum policy limit s - \$5,000,000.00 per Occurrence

Coverage to apply in excess of Commercial General Liability, Automobile Liability and Employers Liability. No such Umbrella Insurance policy be more restrictive than the coverage provided for under the above-described primary policies. The City of Asbury Park must be included as Additional Insured.

WORKER COMPENSATION / EMPLOYERS LIABILITY

Minimum Policy Limits – Worker Compensation – Statutory
 Employers Liability - \$1,000,000.00 each accident
 \$1,000,000.00 each employee
 \$1,000,000.00 policy limit

Worker Compensation to comply with NJ Statutes and all states where work is to be performed.
 Coverage for USLHW Act and Jones Act if applicable. If any party operates as a Sole Proprietor, Partnership, Limited Liability Partnership (L.L.P.) or Limited Liability Company (L.L.C.) the Certificate of Insurance shall state when applicable that the self-employed persons, partners, partners of the L.L.P. or members of the L.L.C. have elected to be deemed employees of the business and therefore covered under the policy.

POLLUTION / ENVIRONMENTAL LIABILITY

Minimum policy limits- \$1,000,000.00 per Occurrence or Claims Made Form

Specialized insurance policy that covers liability and sometimes cleanup costs associated with pollution or the actual, alleged or threatened discharge of contaminants.

PROPERTY

Contractors are required to insure their own property at the jobsite in a form of coverage deemed appropriate. Coverage may include Business Property, Property in Transit, Temporary Structures, Property at jobsites (installation floater) or Property being constructed (builders' risk).

SUBCONTRACTORS

Any and all subcontractors retained must fully comply with the same insurance requirements as mentioned above.

ADDITIONAL SUGGESTIONS:

Any party performing work for or on behalf of the City of Asbury Park

- Should also provide a statement that they comply with all federal and state laws
- Carry the proper licenses when required
- Provide records upon request that all employees are properly trained
- Declare if any claims have been presented to them in the past five years
- Identify a contact person with a cell phone number that is responsible for their employees at the jobsite
- Provide proof of a surety bond (if required) in an acceptable form and amount to be verified by the municipal Engineer in compliance with bid specifications

5.18 Indemnification

The Contractor hereby agrees to indemnify and hold the City of Asbury Park, its Officers, Agents, Appointed or Elected Officials, Board Members and Directors, Employees, Volunteers and Insurers, including but not limited to the NJIIF (collectively referred to herein as the "Indemnities") harmless from any and all claims or liabilities, including attorney fees and defense costs, arising out of the activities of the Contractor, its sub-contractors, employees and agents in connection with all activities undertaken by the Contractor, pursuant to this Agreement (the "Indemnification"). The Indemnification shall include all losses and injuries of any kind including but not limited to those losses not covered by insurance and any insurance deductibles and any self-insured retentions. It is the intention of the Parties that any claim for relief of any type being asserted against any or all of the Indemnities, based upon any act of negligence of the Contractor, its affiliates and successors, shall be the responsibility of the Contractor, and the Contractor shall hold the City of Asbury Park and all of the Indemnities harmless from same. The City shall provide the Contractor with prompt, written notice of any claim covered by this indemnification and hold harmless provision; provided that any failure of the City to provide any such notice, or to provide it promptly, shall not relieve the Contractor from its indemnification and hold harmless obligation in respect of such claim, except to the extent the Contractor can establish actual prejudice and direct damages as a result thereof. The City shall cooperate with the Contractor in connection with the Contractor defense of such claim. The Contractor shall defend the City, at the City's request, against any claim with counsel of the City's choosing that is reasonably satisfactory to the Contractor.

6.0 Work Specifications – Curbside Recycling Collection

- 6.1 The work to be performed shall consist of the collection of co-mingled recyclable materials throughout the City of Asbury Park, once a week, **residential only**, with the proper collection vehicle and disposal at the approved recycling center, along with tonnage reports supplied to the City.
- 6.2 Collection of Recycling: The following are the recycling regulations of the City to be collected from curbside pursuant to the following schedule and regulations:

A. Materials Collected:

1. Aluminum – Aluminum includes used beverage cans manufactured from aluminum only. Foil, pie plates, lawn chairs and screen frames are specifically excluded from this collection.
2. Metal and Bi-metal cans only, will be collected. No other metal items are included in this category.
3. Glass – Glass includes all products made from silica or sand, soda ash, and limestone and products being transparent or translucent and being used for packaging bottling of various materials. Blue or flat glass, commonly known as window glass and automobile glass is specifically excluded from collection. Glass is to be placed in containers no larger than 20 gallons.
4. Plastics – This includes all containers used to hold liquids such as soda bottles, detergent bottles, etc., identified and #1 and #2 materials.
5. Corrugated Cardboard – This includes boxes and packing material.
6. Magazines.

7. Newspapers – Unmixed, clean and uncontaminated print material. Wet paper shall be picked-up.
 8. In no case shall any container, bag or bundle exceed 60lbs in weight.
- B. Schedule of Collections:
1. **Zone 1 – East – All properties East of Grand Avenue, inclusive Tuesdays**
 2. **Zone 2 – Central – All properties between Grand Avenue and Comstock Street Wednesdays**
 3. **Zone 3 – West – All properties west of Comstock Street and prospect Avenue, inclusive Thursdays**
 4. There will be no collection on Mondays and Fridays
- C. Recycling Drop-Off Center: The City operates a recycling drop-off center at the Public Works Center located at 9 Main Street. The successful bidder will supply the appropriate containers for each material that will be used by the public at this center. These containers shall be serviced at least twice per month and/or within 48 hours of a call when they are filled. The following containers are required:
- Co-mingled materials (items 1 through 8 listed above) – 30 cubic yard enclosed
 - Cardboard – 30 cubic yard enclosed
 - Magazine and mixed paper – 6 cubic yard enclosed
- D. See City Maps – Attachment II.
- E. Recycling Barrels: The City has placed approximately 200 recycling barrels curbside within the Beachfront Districts, Central Business District, Main Street, some neighborhoods and around City Parks. The Contractor will empty these containers once a week as collection operations are conducted within their regularly scheduled collection area (i.e., Zones 1, 2 and 3 and Beachfront District)
- F. Ownership of Recyclable Materials: The recyclable materials, while at the curb or in containers, are the property of the City of Asbury Park and cannot be removed except by the hauler authorized by the contract generated from these specifications. Under the base bid, the contractor shall be responsible for the disposal of all collected recyclables in accordance with the regulations of the New Jersey Department of Environmental Protection and the Monmouth County Solid Waste Plan. Each bidder is to specify the market he would use for this disposal. The contractor shall retain all revenues or bear any losses and/or expenses from the disposal of this material.

If at any time during the term of this contract, by reason of any actions by governmental authority, the contractor shall be required to transport the recyclables to a disposal facility at a greater or lesser distance than that required to be traveled at the time of the receipt of bids, the contractor or City shall be entitled to an adjustment of the contract price based on the actual cost differential resulting from the greater or lesser travel distance imposed by the action of the government.

6.3 Collection Schedule:

- A. All collection services, as described in these specifications, shall be performed on all designated days between 7 AM and 4 PM, Zones 1, 2 & 3. The Beachfront District will be collected on designated days between 7AM and 9AM.
- B. The following legal holidays are exempted from the recycling collection schedule: **News Years Day, Thanksgiving Day and Christmas Day.** Customers are notified by two annual City bulk mailings of a recycling bulletin and recycling calendar. ~~Collection services deferred because of these holidays will be conducted on the next regularly scheduled day after the holiday.~~ Collection services will be conducted on all other holidays.

7.0 Container Services for Disposal of Construction and Demolition Debris

- A. Two (2) 20 cubic yard open-top roll-off containers to be provided to the City of Asbury Park at 9 Main Street Asbury Park, NJ 07712.
- B. Estimated pulls yearly 156, breakdown as follows:
 6 months – 2 pickups per week = 52 (January through March and October through December)
 6 months – 4 pickups per week = 104 (April through September)
- C. General requirements: Dumpsters **MUST** be pulled within 24 hours of a call filed. Dumpster pulls are on an estimate plus or minus.

8.0 Weekend Trash Removal on Beach Front

- A. Two (2) 20 cubic yard dumpsters to be provided and dropped off at a location to be determined on Friday and pickup on Monday morning. Estimated number of pulls 40.
- B. Two (2) 7 cubic yard rear loading compactor containers to be serviced on Saturday, Sunday and/or Monday at a location to be determined. Estimated number of pulls 120.
- C. Service of approximately one hundred (100) City litter barrel containers on Ocean Avenue, Kingsley Street and the 100 Block of Asbury Avenue to Deal Lake Drive, both sides, Saturday and Sunday and must be completed by 9 AM each day.
- D. Commencing May 1st through September 30th, 7AM to 9AM.
- E. General requirements: Dumpsters **MUST** be pulled within 24 hours of a call filed. Dumpster pulls are on an estimate plus or minus.

9.0 Bidding Documents

9.1 Bidding Document Checklist

- ☒ 9.1 Bidding Documents Checklist
- ☒ 9.2. Certificate of Public Convenience and Necessity and A-901 Approval Letter in conformance with N.J.S.A. 13:1E-126.
- ☒ 9.3. Statement of Bidder's Qualifications, Experience and Financial Ability
- ☒ 9.4. A bid guarantee in the form of a bid bond, certified check or cashier's check in the proper amount made payable to the City of Asbury Park.
- ☒ 9.5. Stockholder Disclosure Certification
- ☒ 9.6. Non-Collusion Affidavit
- ☒ 9.7. Consent of Surety
- ☒ 9.8. Proposal
- ☒ 9.9 Business Registration Certificate
- ☒ 9.10 Disclosure of Investment Activities in Iran
- ☒ 9.11 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
- ☒ 9.12 Sample Contract Form
- ☒ 9.13 Performance Bond Form
- ☒ 9.14 Vehicle Dedication Affidavit
- ☒ 9.15 Performance Bond Form
- ☒ 9.16 Affirmative Action Affidavit
- ☒ 9.17 Acknowledgement of Receipt of Addenda
- ☒ 9.18 Americans with Disabilities Act of 1990
- ☒ 9.19 Mandatory Affirmative Action Language

DELISA DEMOLITION, Inc. d/b/a DELISA WASTE SERVICES

THOMAS W. DELISA II
Name of Firm or Individual

PRESIDENT
Title

TH W. DELISA II
Signature

9-28-2024
Date

9.2 Certificate of Public Convenience and Necessity/A-901 Approval LetterName: DELISA Demolition, Inc.Complete Address: 101 COMMERCE DRIVE
TINTON FALLS, NJ 07753
_____Date: 11-20-2017Telephone Number: 732-988-2525Certificate Number: SW 2366

Attach an original copy of certificate of Public Convenience and Necessity together with an original copy of A-901 approval letter.

**This Certificate is
Non-Transferable**



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

Department of Environmental Protection
Solid & Hazardous Waste Management
Bureau of Transfer Stations & Recycling Facilities
401 East State Street
Mail Code 401-02C
Trenton, New Jersey 08625

BOB MARTIN
Commissioner

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

HEREBY ISSUED TO: DELISA DEMOLITION, INC.

STREET ADDRESS
101 COMMERCE DRIVE
TINTON FALLS, NEW JERSEY 07753

MAILING ADDRESS
101 COMMERCE DRIVE
TINTON FALLS, NEW JERSEY 07753

SW NUMBER: SW2366

FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE COLLECTION AS
DEFINED IN N.J.S.A. 13:1E-1 ET SEQ. IN AND ABOUT THE STATE OF NEW JERSEY

The authority granted shall not exceed that requested in Docket No. **CF200301011-1**

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL OPERATE
IN COMPLIANCE WITH THE AUTHORITY HEREIN GRANTED UNDER THE PROVISIONS
OF N.J.S.A. 48:13A-1 ET SEQ. AND N.J.S.A. 13:1E-1 ET SEQ. FAILURE TO DO SO SHALL
CONSTITUTE SUFFICIENT GROUNDS FOR SUSPENSION OR REVOCATION PURSUANT
TO N.J.S.A. 48:13A-9 ET SEQ.

ADDRESS CHANGE

CF200301011-1

11-19-2012

Date of Issue: 11-20-2012

Anthony Fontana
Anthony Fontana, Bureau Chief
Bureau of Transfer Stations & Recycling Facilities

Attachment: DELISA WASTE SERVICES PROPOSAL (2024-528 : Awarding the Bid for Solid Waste Collection Services to DeLisa Demolition)



State of New Jersey

Department of Environmental Protection

Bradley M. Campbell
Acting Commissioner

E. McGreevey
Governor

JAN 23 2002

Mr. Thomas W. Delisa II, President
Delisa Demolition, Inc.
64 Steiner Avenue
Neptune City, New Jersey 07753.

CERTIFIED MAIL 700016700013
RETURN RECEIPT REQUESTED 88323292

RE: Solid Waste Transporter License

N.J.S.A. 13: 1E-126 et seq.

Dear Mr. Delisa:

This is to advise you that the investigative report from the Attorney General required under N.J.S.A. 13:1E-126 et seq. had been received by the Department of Environmental Protection.

Based on our review of the aforementioned investigative report, the Department is hereby issuing a Solid Waste Transporter License to:

DELISA DEMOLITION, INC.

This letter will serve as documentation that a solid waste transporter license has been issued. This license must be renewed annually by filing the Annual License Update form and any other change of information concerning your company or its operation as required by the Department.

You may also be required to obtain a Certificate of Public Convenience and Necessity prior to commencing solid waste business operations. Questions regarding this certificate should be directed to the Bureau of Solid Waste Regulation at (609) 984-2080. Any transportation equipment must be registered prior to commencing operations. Questions regarding equipment registration of the above license should be directed to the Bureau of Hazardous Waste Regulation at (609) 292-7081.

Sincerely,

Norine Binder
Norine Binder, Chief
Bureau of Hazardous Waste Regulation

LC: 02/DelisaDemo-S:1c
c: Harley Williams
Mike DeTalvo

FILED

DEC 16 1998

**Certificate of Incorporation
of
DeLisa Demolition Inc.**

James A. Edlentaria, Jr.
State Treasurer

This is to certify that there is hereby organized a corporation under and by virtue of NJS 14A:1-1 et seq., the "New Jersey Business Corporation Act."

1. The name of the Corporation is:

DeLisa Demolition Inc.

2. The address of the corporation's initial registered office is:

**20 Bruns Road
West Allenhurst, New Jersey 07711**

3. and the name of the registered agent at such address is:

Thomas W. DeLisa II

4. the purposes for which the Corporation is organized are:
to engage in any activity within the purposes for which Corporations may be organized under the
"New Jersey Business Corporation Act." NJS 14A:1-1 et seq.

5. The aggregate number of shares which the Corporation shall have authority to issue is

Ten thousand (10,000) no par value shares.

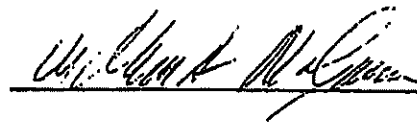
6. The first Board of Directors shall consist of one Director and the name and address of the person to serve as such director is:

**Thomas W. DeLisa II 20 Bruns Road
West Allenhurst, New Jersey 07711**

7. The name and address of each incorporator is

**William A. McGovern
2517 Highway 35 Suite 303
Manasquan New Jersey 08736**

In witness whereof, each individual incorporator, being over eighteen years of age has signed this certificate; or if the incorporator be a corporation has caused this certificate to be signed by its duly authorized officers this 15th day of December, 1998.



Attachment: DELISA WASTE SERVICES PROPOSAL (2024-528 : Awarding the Bid for Solid Waste Collection Services to DeLisa Demolition)

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name:	DELISA DEMOLITION INC.
Trade Name:	
Address:	101 COMMERCE DRIVE TINTON FALLS, NJ 07753-7024
Certificate Number:	0098025
Effective Date:	February 26, 1999
Date of Issuance:	November 19, 2012

For Office Use Only:
20121119142516939

9.3 Statement of Bidder's Qualifications, Experience and Financial Ability

AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF MONMOUTH }SS: City of Asbury Park
Solid Waste Materials
Collection Service

I, THOMAS W. DELISALI, am the PRESIDENT
(Name of Affiant) (Owner, Partner, President or other corporate officer) of the
DELISA DEMOLITION, INC., and being duly sworn, I depose and say:
(Name of Bidder)

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.

2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the City of Asbury Park to award to DELISA DEMOLITION, INC. the
(Name of Bidder)

contract for solid waste collection services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.

3. I understand and agree that the City of Asbury Park will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.

4. I also understand and agree that the City of Asbury Park may reject the bid proposal in the event that the answer to any of the foregoing questions is false.

5. I do hereby authorize the City of Asbury Park, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the City of Asbury Park with any information necessary to verify the answers given.

DELISA DEMOLITION, INC. d/b/a Delisa Waste Services

THOMAS W. DELISALI
Name of Firm or Individual

PRESIDENT

Title

TH W. DELISALI
Signature

9-28-2024
Date



Subscribed and sworn to before me this
28th day of September, 2024

Notary Public of STATE OF NEW JERSEY My commission expires 5/3, 2027

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and corporate seal affixed.

Donna L. Laing
DONNA L. LAING
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 3, 2027

Questionnaire

This questionnaire must be filled out and submitted with as part of the Bid Proposal.

Failure to complete this form or to provide any of the information required herein shall result in rejection of the Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name?

2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.

3. Has the bidder failed to perform any contract awarded to it by the City of Asbury Park, or any other municipality in the State of New Jersey, under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Mayor and Council in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.

5. List all public entity contracts that the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.

6. List the government solid waste collection and disposal services contracts that the bidder has completed within the last five years. Give the detailed answers to questions below relating to this subject.
 - a. Name of contracting unit;
 - b. Approximate population of contracting unit;
 - c. Term of contract from _____ to _____;
 - d. How were materials collected?
 - e. Give location of disposal site or sites and methods used in the disposal of solid waste;
 - f. Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
8. Where can this equipment described above be inspected?
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
10. Describe how you will obtain such equipment if you are awarded. If such equipment is to be leased, provide the name, address, and telephone number of the lessor. If the equipment is to be purchased, provide the name, address and telephone number of the seller.
11. If the equipment to be leased or purchased is not located at the address (es) given above in answer number 9, identify where the equipment can be inspected.
12. List the name and address of the three credit or bank references.
13. Supply the most recent Annual Report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum, the bidder's assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately.
14. Additional remarks.

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal.

Failure to complete this form or to provide any of the information required herein shall result in the rejection of the Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name? **The corporation De Lisa Demolition, Inc. has operated under the name De Lisa Waste Services since December 7, 2011; approximately 13 years.**

2. List any other names under which the bidder, its partners or officers have conducted business in the past five years. **De Lisa Demolition, Inc. and De Lisa Demolition & Disposal.**

3. Has the bidder failed to perform any contract awarded to it by the CITY OF ASBURY PARK under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required. **No**

4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the CITY OF ASBURY PARK in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required. **No**

5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers. **See Attachment 1**

6. List the government solid waste collection and disposal services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject. **See Attachment 2**
 - (a) Name of contracting unit;
 - (b) Approximate population of contracting unit;
 - (c) Term of contract from to ;
 - (d) How were materials collected?
 - (e) Give location of disposal site or sites and methods used in the disposal of solid waste;
 - (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years in service, present condition and the type and size of the truck bodies. **See attached vehicle list**
8. Where can this equipment described above be inspected? **101 Commerce Drive, Tinton Falls, NJ.**
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
None
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name address and phone number of the seller. **N/A**
11. If the equipment is to be leased or purchased is not located at the address(s) give in answer 9, identify where the equipment can be inspected. **N/A**
12. List the name and address of three credit or bank references.

1. Ocean First Bank 1720 Hwy. 34, Wall, NJ 07719
 2. Mazza Recycling 3230 Shafto Road, Tinton Falls, NJ 07753
 3. Conover Beyer Assoc. 2600 Highway 35, Manasquan, NJ 08736
-
13. Supply the most recent annual Report, as required to be filed with the Department of Environmental Protection, and a financial statement for the most recent two year period (calendar or fiscal). **See attached Annual Utility Report**
 14. Additional remarks. **The date of incorporation/formation of De Lisa Demolition, Inc. is December 16, 1998.**

Question 6
Attachment 1

(a) Name of contracting unit:	City of Asbury Park	Borough of Manasquan	Borough of Shrewsbury	Borough of Neptune City	Borough of Freehold	Borough of Red Bank	Borough of Lake Como	Asbury Park Board of Education
(b) Approximate Population of contracting unit:	16,990	7,000	3,717	4,869	10,976	12,048	1,694	N/A
(c) Term of contract:	1/1/2021-12/31/2023	1/1/2023-12/31/2027	1/1/2019-12/31/2023	5/1/2022-4/30/2027	1/1/2020-12/31/2024	2/1/2021-1/31/2026	3/1/2019-2/28/2024	7/1/2023-6/30/2024
(d) Method of Collection:	Curbside collection of solid waste	Curbside collection of solid waste & recycling	Curbside collection of solid waste & recycling	Curbside collection of solid waste & recycling	Curbside collection of solid waste & recycling	Curbside collection of solid waste & recycling	Curbside collection of solid waste & recycling	Curbside collection of solid waste & recycling
(e) Disposal Site:	Monmouth County Reclamation Center	Monmouth County Reclamation Center & various others	Monmouth County Reclamation Center & various others	Monmouth County Reclamation Center & various others	Monmouth County Reclamation Center & various others	Monmouth County Reclamation Center & various others	Monmouth County Reclamation Center & various others	Monmouth County Reclamation Center & various others
(f) Name of Contract Administrator and phone number:	Robert Bianchini 732-775-0900	Frank DiRoma 732-223-0544	Tom Seaman 732-741-0522	Gerritt De Vos 732-682-9560	Mike Sweetman 732-462-4200	Maria Rotolo 732-530-2770	Louise Mekosh 732-681-3232	Geoffrey Hastings 732-776-2663

**TRUCKS & EQUIPMENT
OWNED BY DELISA DEMOLITION, INC. – attachment #2**

TRUCK #	PLATE #	YEAR	MAKE	SERIAL #	TYPE	NJDEP DECAL 6/30/2025
1	W90MZZ	2020	Ford Ranger	1FTER4FHOLLA72688	Truck, Pick-Up	
2	XLVK12	2023	Ford F-250	1FTBF2BA2PED13945	Truck, Pick-Up	
3	XLVY84	2008	Ford	21FTRF12W78KD45457	Truck, Pick-Up	
54	XLBD66	2021	Ford F-150	1FTMF1EB0MKD88745	Truck Pick-Up	
7	XJPP22	2003	Ford	1FDWF36F43EA62817	Truck, Pick-Up (diesel)	
4	XA411H	2011	Ford	1F0UF4HY1BEC37017	Truck, Service	
47	XMLU65	2003	International	1HTMMAAMX3H590181	Truck, Contain. Trans.	
6	X80P88	2003	International	3HTMMAAM03N583049	Truck, Contain. Trans.	
210	XPVN71	2024	Mack GR84B	1M2GR4NC3RM005306	Truck, Roll Off	023547
117	XMCN10	2022	Mack MD6	1M2MDBAA9NS004581	Truck, Roll Off	870
116	XLVR58	2022	Ford F600	1FDFF6KTXNDA02790	Truck, Roll Off	869
95	XKYS78	2022	Mack MD7	1M2MDBAB3NS070357	Truck, Roll Off	868
108	XKFD34	2020	Mack	1M2GR3GC6MM021757	Truck, Roll Off	863
44	XHDN55	2019	Hino	5PVNV8JV1K4S59205	Truck, Roll Off	8379
118	XPBW40	2004	Peterbilt	2NPNHZ7X14M825536	Truck, Roll Off	020695
88	XB592Y	2004	Mack	1M2P337C54M034632	Truck, Roll Off	832
61	XU138N	2009	Hino	5PVNV8JR894S50353	Truck, Roll Off	833
16	XCVA78	2016	Hino	5PVNV8JV5G4S56217	Truck, Roll Off	836
33	XAJM80	2013	Hino 338	5PVNV8JT3D4S52810	Truck, Roll Off	835
94	XPBX34	2024	Mack GR64B	1M2GR3GC5RM039917	Truck, Roll Off	20805
311	XPBX35	2024	Mack GR64B	1M2GR4GC0RM041533	Truck, Roll Off	20806
28	XEYF16	2008	Peterbilt	3BPZH08X28F718549	Truck, 22 C.Y. SL	852
29	XJPF81	2010	Peterbilt 320	3BPZH08X8AF719906	Truck, 22 C.Y. SL	859
30	XMXX40	2023	Mack	1M2LR1GC1PM007004	Truck, 28 C.Y. SL	873
26	XPBX28	2012	Mack LEU613	1M2AU04C8CM006666	Truck, 30 C.Y. SL	20807
		2018	Mack LR612	1M2LR01C6JM001235	Truck, 20 C.Y. SL	
125	XJJX15	2021	Mack	1M2TE2GC8MM005810	Truck, 32 C.Y. RL	831
126	XJJY15	2021	Mack	1M2ETE2GCMM005799	Truck, 32 C.Y. RL	830
127	XLAL41	2021	Mack	1M2TE2GC5MM005814	Truck, 32 C.Y. RL	867
128	XMLR35	2022	Peterbilt	3BPDLK0XONF112288	Truck, 32 C.Y. RL	871
129	XPCC21	2024	Mack	1M2TE2GC2RM011108	Truck, 32 C.Y. RL	021288
57	XA493H	2002	Peterbilt	1NPZLD0X72D714179	Truck, 25 C.Y. RL	851
31	XJPF80	2000	Mack	1M2K195CXYM016218	Truck, 31 C.Y. RL	861
77	XFYW38	2000	Mack LE6	1M2AC07CXYM003287	Truck, 31 C.Y. RL	854
75	XDZX53	2000	Peterbilt	1NPZLA0X1YD712337	Truck, 31 C.Y. RL	845
86	XFMT71	2003	Peterbilt 320	1NPZLT0X43D714913	Truck, 31 C.Y. RL	853
78	XFY-W67	2002	Peterbilt 320	1NPZLT0X72D713530	Truck, 31 C.Y. RL	855
99	XD820S	2004	Mack	1M2K189C24M023811	Truck, 32 C.Y. RL	838
64	XDZW81	2002	Mack – MR 6	1M2K195C62M020581	Truck, 32 C.Y. RL	848
59	XDLD58	2000	Volvo	14V2DC2UEXYN237908	Truck, 32 C.Y. RL	847
96	X83F43	2001	Mack	1M2K185C91M008451Z	Truck, 32 C.Y. RL	849
97	XCWW13	2001	Mack	1M2K185CO1M008015	Truck, 32 C.Y. RL	844
122	XJPP21	2003	Mack MR688S	1M2K195C33M023200Z	Truck, 32 C.Y. RL	862
52	XKAL86	2020	Hino Loadmaster	JHHRDM2H3LK009870	Truck, 8 C.Y. RL	865
53	XPNC74	2009	Ford LCF	3FRML55Z89V119404	Truck, 8 C.Y. RL	02267
90	XF868L	2008	Mack	1M2AV02C88M002544	Truck, 40 C.Y. FL	839
71	XHLZ80	2007	Mack	1M2K189C17M036442	Truck, 40 C.Y. FL	858
55	XKYC55	2022	Mack Terrapro	1M2TE2GC7NM007050	Truck, 40 C.Y. FL	842
82	XB593Y	2008	Mack	1M2AV02C18M002577	Truck, 40 C.Y. FL	866
17	XKAM54	2004	Mack	1M2AC07C54M009900	Truck, 43 C.Y. FL	856
80	XFYX18	2013	Peterbilt 320	3BPZL50X5DF176543	Truck, 40 C.Y. FL	843
81	XFYX87	2009	Peterbilt 320	3BPZL00X19F719106Z	Truck, 40 C.Y. FL	857
114	XNEC19	2004	Mack	1M2K189C84M023988	Truck, 40 C.Y. FL	8600
115	XJPH89	2020	Peterbilt 520	3BPD70X0XLF104970	Truck, 40 C.Y. FL	860
323	XNLG73	2024	Mack	1M2TE2GC1RM010094	Truck, 40 C.Y. FL	8601
		2010	Elgin Pelican	NP1282S	3 Wheel Mechanical Sweeper	
			Kubota		4 WD Utility	

Attachment: DELISA WASTE SERVICES PROPOSAL (2024-528 : Awarding the Bid for Solid Waste Collection Services to DeLisa Demolition)

**TRUCKS & EQUIPMENT
OWNED BY DELISA DEMOLITION, INC. – attachment #2**

<u>EQUIPMENT</u>	<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL #</u>	<u>TYPE</u>
	2002	JLG 2646E2	0200106742	Scissor lift, electric
	1994	Komatsu PC 220 LC 6	A80362	Excavator
	1999	Komatsu PC20MRX	10896	Excavator
		Caterpillar 926 Wheel Loader	94Z01332	Loader
			45V47880 (engine)	
				Bobcat 753
		2006 Yale Forklift	E813V05355D	
		Caterpillar DP25	5BM01401	Forklift 732
		Clark CGC20	C365L-0022-9523FB	Forklift
		Hyster H225H	C7P-4120B	Forklift
		Toyota	626FDU25	Forklift
		TCM	32001150	Forklift

ROLL-OFF CONTAINERS

Containers, (1) 5 CU YD
Containers, (57) 10 CU YD
Containers, (29) 15 CU YD
Containers, (65) 20 CU YD
Containers, (2) 22 CU YD
Containers, (8) 25 CU YD
Containers, (343) 30 CU YD
Containers, TOTAL: 505 ROLL OFF CONTAINERS
Containers, front load (various sizes) – approx. 2,500+
Containers, rear load (various sizes) – approx. 200+
Containers, 65 gallon and 95 gallon – 2500+

**NJDEP - CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY
(CPCN)**

**ANNUAL UTILITY REPORT
FOR SOLID WASTE
COLLECTORS/TRANSPORTERS
AND BROKERS**

CALENDAR YEAR 2023

DUE JUNE 3, 2024

**Note: This CPCN Annual Utility Report is not the Annual A-901
Update submitted to the Attorney General's Office!**

Printed and/or Scanned Copies of this report will not be accepted

Before you begin this report make sure this file is opened in Adobe Acrobat 

What you need to know about the:

2023 CPCN ANNUAL UTILITY REPORT:

The 2023 CPCN Annual Utility Report has been divided into separate parts: Section A for Collector/Transporter Operations and Section B for Broker Operations.

The 2023 CPCN Annual Utility Report ("Annual Report") is due no later than **JUNE 3, 2024**

You are **required** to submit this report even if your company had **no activity** during calendar year 2023 **OR** if you discontinued service during calendar year 2023.

If you have discontinued service during calendar year 2023 you are required to report all revenue generated as of the date of discontinuance.

This report is **NOT** the annual A-901 update which you are required to submit separately to the Office of the Attorney General.

REVIEW AND ASSESSMENT OF THE ANNUAL REPORT

Your Annual Report will be reviewed for completeness, verified and approved by NJDEP.

An annual fee assessment will be calculated at the rate of $\frac{1}{4}$ of 1% of your reported gross operating revenue with a \$600 minimum fee. The Department of Treasury, Division of Revenue will mail your invoice to you directly. Please promptly pay this fee assessment directly to the Division of Revenue and include the invoice with your payment.

Do Not Send Your Payments to the NJDEP

It is important that you submit payment promptly as NJDEP is required to refer all overdue fees to Collections within 90 days of the date the fee is assessed.

PROMPTLY MAIL BOTH THE INVOICE AND YOUR PAYMENT DIRECTLY TO TREASURY AT THE ADDRESS LISTED BELOW:

New Jersey Department of Treasury
Division of Revenue
PO Box 417
Trenton NJ 08646-0417

If you have any questions about the 2023 Annual Utility Report please contact the Bureau of
Planning & Licensing
Phone: (609) 984-4250
E-mail: swutility@dep.nj.gov

ELECTRONIC SIGNATURE & DIGITAL NOTARY REQUIRED:

All signatures in this report must be affixed using the electronic signature method within Adobe Acrobat Reader. In addition, a digital notarization is required pursuant to N.J.S.A. 12A:12-11.

Digital Notary Explanation: The State of New Jersey allows an electronic signature of a person authorized to perform notary services for a record that is made under oath. This Annual Report includes an oath to be made by the "Proprietor, Partner, President or other principal officer of the utility."

FAILURE TO FILE A COMPLETED ANNUAL REPORT:

You must submit a **COMPLETED** Annual Report and pay the appropriate assessment, or your company may be subject to any/all of the following:

- A hold placed on your company's registered decals.
- Your company may be subject to penalties.
- Your company may have its CPCN revoked in accordance with N.J.A.C. 7:26H-5.15(f)1.

If you no longer wish to participate in New Jersey's solid waste industry, please fill out the Notice of Surrender form found at the end of this report and mail as directed.

- Note: If you surrender, you may still be required to pay the annual utility assessment for the previous calendar year.

2023 ANNUAL UTILITY REPORT CHECKLIST:

- ☒ DOWNLOAD THE ANNUAL REPORT AND INSTRUCTIONS FOR COMPLETING THE REPORT AT: <https://www.state.nj.us/dep/dshw/swpl/cpcn.html>
- ☒ This report must be downloaded to your computer and completed using the fillable PDF file. Paper copies of the annual report will no longer be accepted.
- ☐ This report must be completed and **returned, electronically** signed and notarized, even if there was no solid waste activity in calendar year 2023.
- ☒ Type your **CPCN SW number** (4-digits, beginning with 0, 1, 2 or 3) at the upper right-hand corner of Page 2. The SW number will automatically be entered on each subsequent page.
- ☒ File this report in the solid waste utility's certificate name *exactly* as shown on the CPCN.
- ☐ COMPLETE EVERY QUESTION. Indicate "N/A" for all questions that are not applicable to your company and its operations.
- ☐ ELECTRONICALLY SIGN and NOTARIZE this Annual Report as per the instruction manual (Section 2E - page 4).
- ☐ Keep a copy of this Annual Report for your records pursuant to N.J.A.C. 7:26H-1.20.
- ☐ Submit a Customer List (if applicable – see page 11 for instructions for collectors/transporters, and page 23 for instructions for brokers). Customer Lists for companies that are Collectors/Transporters and Brokers must be submitted on separate pages that may be attached using the **Attach Files** button on those pages.
- ☐ Accurately report Gross Operating Revenue. Gross Operating Revenues consist of reportable revenues which are derived from customer bills, fees, sales and services for certain types of solid waste (defined on page 5).

YOU ARE REQUIRED TO E-MAIL THE COMPLETED, SIGNED AND NOTARIZED ANNUAL UTILITY REPORT TO swutility@dep.nj.gov

GROSS OPERATING REVENUE **REPORTABLE AND NON-REPORTABLE REVENUE**

The Gross Operating Revenue generated from the collection or brokering of solid waste in New Jersey is required to be reported in the Collector/Transporter and Broker Utilities Annual Report in accordance with N.J.S.A. 48:2-60:

Reportable Waste includes revenue derived from the collection/transportation, brokering, and/or disposal of the following solid waste types:

Waste Type ID 10, 12, 13, 13C, 23, 25, 27, 27A and 27I

(See next page for detailed descriptions of Waste Types)

- That is **generated in NJ** and directly transported to a disposal facility **in or out of NJ**.
- That is **generated in NJ** and transported to a transfer station, landfill, incinerator, or rail carrier in NJ.
- That is residual waste (waste remaining after recyclable material has been removed) from a transfer station/material recovery facility and directly transported to a disposal facility in or out of NJ, or transported to a rail carrier in NJ.
- Important Note: If you have an A-901 you cannot claim “self-generated” waste. Self-generators are exempt from holding an A-901 license and must be registered as such with the NJDEP Transportation Oversight Unit. Solid waste that is considered “self-generated” as in demolition and construction **IS** considered reportable waste for all companies that hold a CPCN.

NON-REPORTABLE GROSS OPERATING REVENUE:

- Waste not generated in NJ
- ID 72 Bulk liquid and semi-liquids
- ID 73 Septic tank clean-out wastes
- ID 74 Liquid sewage sludge
- Grease Trap Waste disposed at sewage treatment plant
- Waste collected from a NJ transfer station or rail carrier and directly transported out of NJ for disposal
- Recyclable material hauled to a recycling facility
- Hazardous Waste
- Medical Waste

NEW JERSEY ADMINISTRATIVE CODE N.J.A.C. 7:26-2:13

(g) Waste identification and definition of solids includes the following:

1. Solid wastes; waste ID number and definitions:

- i. **10 Municipal** (household, commercial and institutional): Waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail or service establishments, such as, restaurants, stores, markets, theatres, hotels and warehouses, and institutional waste material originated in schools, hospitals, research institutions and public buildings.
- ii. **12 Dry sewage sludge:** Sludge from a sewage treatment plant which has been digested and dewatered and does not require liquid handling equipment.
- iii. **13 Bulky waste:** Large items of waste material, such as appliances and furniture. Discarded automobiles, trucks and trailers and large vehicle parts, and tires are included under this category.
- iv. **13C Construction and demolition waste:** Waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures. The following materials may be found in construction and demolition waste: treated and untreated wood scrap; tree parts, tree stumps and brush; concrete, asphalt, bricks, blocks and other masonry; plaster and wallboard; roofing materials; corrugated cardboard and miscellaneous paper; ferrous and non-ferrous metal; non-asbestos building insulation; plastic scrap; dirt; carpets and padding; glass (window and door); and other miscellaneous materials; but shall not include other solid waste types.
- v. **23 Vegetative waste:** Waste materials from farms, plant nurseries and greenhouses that are produced from the raising of plants. This waste includes such crop residues as plant stalks, hulls, leaves and tree wastes processed through a wood chipper. Also included are non-crop residues such as leaves, grass clippings, tree parts, shrubbery and garden wastes.
- vi. **25 Animal and food processing wastes:** Processing waste materials generated in canneries, slaughterhouses, packing plants or similar industries, including animal manure when intended for disposal and not reuse. Also included are dead animals. Animal manure, when intended for reuse or composting, is to be managed in accordance with the criteria and standards developed by the Department of Agriculture as set forth at N.J.S.A. 4:9-38.
- vii. **27 Dry industrial waste:** Waste materials resulting from manufacturing, industrial and research and development processes and operations, and which are not hazardous in accordance with the standards and procedures set forth at 7:26G. Also included are nonhazardous oil spill cleanup waste, dry nonhazardous pesticides, dry nonhazardous chemical waste, and residue from the operations of a scrap metal shredding facility.
- viii. **27A** Waste material consisting of asbestos or asbestos containing waste.
- ix. **27I** Waste material consisting of incinerator ash or ash containing waste.

(h) Waste identification and definition of liquids include the following:

1. Liquid wastes; waste ID number and definitions:

- i. **72 Bulk liquid and semiliquids:** Liquid or a mixture consisting of solid matter suspended in a liquid media which is contained within, or is discharged from, any one vessel, tank or other container which has the capacity of 20 gallons or more. Not included in this waste classification are septic tank clean-out wastes and liquid sewage sludge.
- ii. **73 Septic tank clean-out wastes:** Pumpings from septic tanks and cesspools. Not included are wastes from a sewage treatment plant.
- iii. **74 Liquid sewage sludge:** Liquid residue from a sewage treatment plant consisting of sewage solids combined with water and dissolved materials.

**2023 CPCN ANNUAL REPORT FOR
COLLECTORS/TRANSPORTERS AND BROKERS**FILL IN ALL INFORMATION BELOW:**CHECK ALL THAT APPLY:**

- ☒ COLLECTOR/TRANSPORTER
☐ BROKER

1. INFORMATION***Required: Working Contact Information***OFFICIAL COMPANY NAME: DeLisa Demolition

(This is the name registered with the Division of Commercial Recordings)

*EMAIL: contact@delisawasteservices.com*STREET ADDRESS: 101 Commerce Dr*CITY, STATE, ZIP Tinton Falls New Jersey 07753*FEIN (or LAST 4# OF SS# FOR SOLE PROPRIETOR): 22-3634028*OFFICE TELEPHONE: 732-988-2525*CELL PHONE: 848-667-2525 FAX NUMBER: 732-988-8333WEBSITE: www.delisawasteservices.com*BILLING/MAILING ADDRESS: ☐ CHECK HERE IF SAME AS ABOVE:

STREET ADDRESS: _____

CITY, STATE, ZIP _____

2. LIST OFFICERS AND EQUITY HOLDERS:

*Name	Thomas W. DeLisa II	*Title	President	*Equity	100
Name	Thomas W. DeLisa III	Title	Vice President	Equity	-0-
Name	Jessica DeLisa	Title	Secty/Treasurer	Equity	-0-

3. NAME OF REGISTERED AGENT(Out of State Companies) : _____

STREET ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE: _____

CELL PHONE: _____ FAX NUMBER: _____

4. **VEHICLE INFORMATION FOR YOUR SOLID WASTE TRANSPORTATION EQUIPMENT:**

Provide the **number** of solid waste vehicles that require NJDEP issued decals owned and/or operated (include leased vehicles) by the CPCN holder as of **December 31, 2023**.

_____	NO EQUIPMENT
<u>13</u>	CABS (does not hold waste)
<u>510</u>	CONTAINERS (roll off)
<u>41</u>	SINGLE UNIT VEHICLES (eg. pickup trucks, vans, dump truck)
_____	TRAILERS

5. **VEHICLE LOCATION:** Provide the address of the location of where your solid waste vehicles are stored.

Address:

101 Commerce Dr

City, State, Zip:

Tinton Falls, NJ 07753

6. **DID YOUR COMPANY USE A SOLID WASTE BROKER SERVICE?** ☐ NO ☒ YES:
If YES please see Page 16.7. **DOES YOUR COMPANY OR ITS PRINCIPALS HAVE ANY CURRENT OR OUTSTANDING JUDGMENTS AND/OR LIENS?** ☒ NO ☐ YES: You must provide the information below for EACH (label and attach a separate page if necessary):

Name: _____

Address: _____

City, State, Zip: _____

Provide a brief description: _____

☐ Check here if additional pages are attached8. **HAS ANY EMPLOYEE, ASSOCIATE, OFFICER, OR EQUITY HOLDER HAD THEIR SOLID WASTE OPERATING AUTHORITY REVOKED OR SUSPENDED IN NEW JERSEY OR NEW YORK?** ☒ NO ☐ YES: You must provide the name and details concerning this revocation or suspension (label and attach a separate page if necessary):

Name: _____

Address: _____

City, State, Zip: _____

State(s) the revocation or suspension occurred: _____

Provide a brief description: _____

☐ Check here if additional pages are attached

**2023 Collectors and Brokers Annual
Report CPCN SW 2366**

9. DID YOUR COMPANY SUBCONTRACT SOLID WASTE SERVICES TO ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER IN 2023? ☒ NO ☐ YES:

You must provide the information below for EACH subcontract (label and attach a separate page if necessary):

“Subcontractor” is any person who engages in the storage, collection, processing, transfer, treatment, or disposal of solid waste *through the use, control or possession of any solid waste vehicle*, pursuant to an oral or written agreement entered into with a prime contractor.

Subcontractor (Solid Waste Hauler Used)	Gross Revenue Received from Customer *	Total Amount Paid to Subcontractor (Hauler)

*Please note the amounts entered in this column will be automatically added to your gross revenue on page 21.

10. DID YOUR COMPANY ACCEPT AN OFFER TO SUBCONTRACT SOLID WASTE SERVICES FOR ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER IN 2023?

☐ NO ☒ YES:

You must provide the information below for EACH subcontracting job that your company performed in 2023 (label and attach a separate page if necessary):

Prime Contractor (Solid Waste Hauler that Hired Your Company)	County of Subcontracting Job	Total Amount Received from Prime Contractor **
ASHPA	Ocean	\$ 655,935.00
Waste Management	Monmouth	\$ 7,749.45
Discount Waste	Monmouth	\$ 41,172.40
Eagle Dumpster	Monmouth	\$ 121,865.08

**Please note the amounts entered in this column will NOT link to your gross revenue and must be reported accordingly on the disposal page.

DESCRIPTION OF BUSINESS

Provide a detailed description of your business in the space below. Include the type of business and all solid waste services offered by your company.

DO NOT INDICATE "N/A" ON THIS PAGE

DeLisa Demolition offers a full range of solid waste collection services. These include:
Residential and municipal collection
Commercial container service
Roll off containers
Recycling

Section A:

The following section must be completed by Solid Waste Collectors/Transporters. This includes any CPCN holder that has registered solid waste vehicles and/or collects/transport and disposes of solid waste at solid waste disposal facilities.

Solid Waste Brokers are not required to complete Section A and should continue on to Section B of this report (page 23).

SECTION A

TARIFF UPDATE (2023)****Form must be completed by ALL SOLID WASTE COLLECTOR/ TRANSPORTERS****

This tariff contains the terms and conditions and schedules of rates governing the services furnished by a public utility and holder/applicant of a Certificate of Public Convenience and Necessity for the collection of solid waste pursuant to N.J.A.C. 7:26H-4.2(a).

Please fill in **ALL** information below:**1. TERRITORY SERVED:**

Solid waste collection services provided by this solid waste utility are in the counties of:
(check all that apply)

Check all that apply

- | | | |
|--|--|-----------------------------------|
| ☐ All New Jersey Counties | ☐ Gloucester | ☐ Passaic |
| ☐ Atlantic | ☐ Hudson | ☐ Salem |
| ☐ Bergen | ☐ Hunterdon | ☐ Somerset |
| ☐ Burlington | ☐ Mercer | ☐ Sussex |
| ☐ Camden | ☐ Middlesex | ☐ Union |
| ☐ Cape May | ☒ Monmouth | ☐ Warren |
| ☐ Cumberland | ☐ Morris | |
| ☐ Essex | ☒ Ocean | |

By filing this updated Tariff Document, the company named above agrees to conform with all rules and regulations promulgated by the District Solid Waste Management Plans and the NJ Department of Environmental Protection in accordance with N.J.S.A. 48:13A-1 et seq., and N.J.S.A. 13:1E-1 et seq.

2. HOURS OF OPERATION:

<u>HOURS:</u>	☒ MON	☒ TUES	☒ WED	☒ THURS	☒ FRI	☒ SAT	☐ SUN
	08:00 AM	08:00 AM	08:00 AM	08:00 AM	08:00 AM	08:00 AM	___ AM
	05:00 PM	05:00 PM	05:00 PM	05:00 PM	05:00 PM	12:00 PM	___ PM

OR: ☐ 24 HRS / 7 DAYS A WEEK
☐ 24 HRS / 7 DAYS A WEEK OTHER THAN THE HOLIDAYS LISTED BELOW

On which Holidays do you **NOT** provide services? :

Thanksgiving Day, December 25, January 1

When a scheduled collection day occurs on a listed holiday, collection will be made on the next scheduled collection day. In those cases where collection is scheduled on one collection-per-week basis, collection will be made as soon as possible.

SECTION A

3. PROVIDE A BLANK SAMPLE INVOICE AND ATTACH TO REPORT**Attach Files****4. SPECIAL CHARGES ON INVOICE:** (ex: late fees, fuel, paper billing, mileage)

late/returned check fees; fuel surcharges (temporary); excess weight, bulky waste, rear door service, box rental (beyond 2 week allowance)

5. METHOD OF BILLING:

Please list the billing and payment procedures (example: invoicing)

Weekly residential and commercial container service is billed in advance, quarterly and monthly respectively. Roll off service is billed in advance, except for established customers.

6. TYPES OF SERVICE AND DETAILS***Any disposal fees must be a part of the invoice and separate from the services charge*****N.J.A.C. 7:26H-4.4(b)(3)**

Type of Service	Capacity of truck/container	Rate (fee amount / service)
<i>Examples: roll off, pick up, container rental</i>	<i>Examples: 10 yards, 100 tons</i>	<i>Examples: (\$/week) (\$/ton) (\$/pick up)</i>
See Attached		

7. ADDITIONAL INFORMATION: Provide any other pertinent Tariff information or explanations:

INSTRUCTIONS FOR CUSTOMER LISTS/CUSTOMER SERVICE AREA INVENTORY:

Customer information must be provided in accordance with N.J.A.C 7:26H- 5.9(c):
 Customer lists must contain all of the names and addresses for each (regularly scheduled)
 residential, commercial, industrial, and institutional customer.

CUSTOMER LIST FORMAT

The list should be organized by municipality and sequentially numbered and set forth in numerical order by street address with the streets set forth in alphabetical order. Additionally, the Department is requesting the frequency of service, a description of service and the rates charged:

****All Customer Lists submitted to the Department are confidential
and not subject to public review N.J.A.C 7:26H-5.9(c)(4)****

SAMPLE

<u>Customer #</u>	<u>Name</u>	<u>Address</u>	<u>Service Provided</u>	<u>Rate Charged</u>	<u>Frequency of Service</u>
1.	ABC	One A Street, Allentown, NJ 10000	Roll off	Amount / Service	weekly
2.	DCE	One B Street, Allentown, NJ 10000	Curb side pick up	Amount / Service	2x month
1.	FGH	One A Street, Basking Ridge, NJ 20000	Container rental	Amount / Service	On call
2.	IJK	One B Street, Basking Ridge, NJ 20000	Roll off	Amount / Service	3 x month

Regularly Scheduled Customers: Residential (NOT INCLUDING MUNICIPAL CONTRACTS), commercial and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly. Provide the number of customers in the appropriate column for each corresponding county (page 15). **These customers must be provided to the department as part of a separate customer list.**

On-Call Customers: Customers that are provided solid waste collection services on an "on-call" basis. According to N.J.A.C. 7:26H-5.9, **if solid waste collection services were provided more than one time during the year, even though the service locations varied, then these on-call customers must be included on a customer list.**

One- time Customers: Customers that were provided solid waste collection services one time during the year. You do not need to include these customers in your customer list.

Municipal Contracts/Residential Contracts: A contract between a municipality and a collector for solid waste collection services. Provide the municipality, the county in which the Municipality is located, and the approximate number of customers that the contract covers.

****If a customer list is required, please submit as an attachment using the
"Attach Files" button below. ****

Attach Files

CUSTOMER SERVICE AREA INVENTORY**MUST BE INCLUDED ON A CUSTOMER LIST**

County	# of Scheduled Residential	# of Scheduled Commercial	# of Scheduled Industrial	# of Repeated On-Call Customers	# of One-Time Only Customers (SERVICE PROVIDED ONCE WITHIN YEAR)
Atlantic					
Bergen					
Burlington					
Camden					
Cape May					
Cumberland					
Essex					
Gloucester					
Hudson					
Hunterdon					
Mercer					
Middlesex					
Monmouth	2,103	898		250	1,400
Morris					
Ocean		332		60	
Passaic					
Salem					
Somerset					
Sussex					
Union					
Warren					

Municipal/ Residential Contracts

****if you need more space, you may create your own spreadsheet using this format and attach it to this report.****

Municipality	County	Approximate # of Customers
City of Asbury Park	Monmouth	16,000
Borough of Belmar	Monmouth	6,000
Borough of Freehold	Monmouth	12,000
Borough of Lake Como	Monmouth	1,800
Borough of Manasquan	Monmouth	6,500
Borough of Neptune City	Monmouth	5,000

SECTION A

CUSTOMER SERVICE AREA INVENTORY**MUST BE INCLUDED ON A CUSTOMER LIST**

County	# of Scheduled Residential	# of Scheduled Commercial	# of Scheduled Industrial	# of Repeated On-Call Customers	# of One-Time Only Customers (SERVICE PROVIDED ONCE WITHIN YEAR)
Atlantic					
Bergen					
Burlington					
Camden					
Cape May					
Cumberland					
Essex					
Gloucester					
Hudson					
Hunterdon					
Mercer					
Middlesex					
Monmouth					
Morris					
Ocean					
Passaic					
Salem					
Somerset					
Sussex					
Union					
Warren					

Municipal/ Residential Contracts

****if you need more space, you may create your own spreadsheet using this format and attach it to this report.****

Municipality	County	Approximate # of Customers
Borough of Red Bank	Monmouth	12,500
Borough of Shrewsbury	Monmouth	3,800
Borough of West Long Branch	Monmouth	8,800

SECTION A

BROKERS USED IN 2023

If your company has **USED** Solid Waste Broker Services, please provide the information below for calendar year 2023. You may prepare your own spreadsheet containing the below information in the same format:

“Brokers” are defined as a person or entity *who for direct or indirect compensation* arranges agreements between a business concern and its customers for the collection, transportation, treatment, storage, recycling, processing, transfer or disposal of solid waste.

A	B	C	D	E
Name of Solid Waste Broker	Address: Street, City, State and Zip	Does your company have and on-going contract with this Broker ?	Broker's CPCN SW #	Total Amount of Payment Received from Broker
ASHPA	114 Madison Ave Lakewood, NJ 08701	☒ Yes ☐ No	SW 2657	\$ 655,935.00
		☐ Yes ☐ No	SW	
		☐ Yes ☐ No	SW	
		☐ Yes ☐ No	SW	
		☐ Yes ☐ No	SW	

SECTION A

RELATED COMPANIES

List all related companies that operate in New Jersey and any related out-of-state disposal facilities where New Jersey solid waste is sent. **Please include related brokers, collection companies, disposal facilities, truck leasing companies, or real estate leasing companies.**

COMPANY NAME AND ADDRESS	TYPE OF SERVICE RELATED COMPANY PERFORMS	TOTAL FEE PAID TO RELATED COMPANY DURING 2023
DeLisa Realty 101 Commerce Dr Tinton Falls NJ 07753	Owens the real property at Commerce Drive and Shafto Rd in Tinton Falls which the Collector uses for office, garage and storage	\$ 165,000.00



READ THIS PAGE ENTIRELY BEFORE CONTINUING

**INSTRUCTIONS FOR REPORTING DISPOSAL INFORMATION – PAGE 20
 SAMPLE DISPOSAL PAGE FOUND ON PAGE 19**

1. **Name and Address of Disposal Facility Used During 2023:** Provide the name of the facility that your company has used to dispose of the waste collected by your company. Provide the address of the facility.
2. **Facility Type:** Circle one.
 TS – *Transfer Station*. LF – *Landfill*. RC – *Rail Carrier*. RRF – *Resource Recovery Facility/ Incinerator*
3. **Waste Type:** Provide the Waste Type ID.
 - ID 10 Municipal (includes household, commercial and institutional)
 - ID 12 Dry Sewage Sludge
 - ID 13 Bulky Waste
 - ID 13C Construction and demolition waste
 - ID 23 Vegetative waste
 - ID 25 Animal and food processing waste
 - ID 27 Dry industrial waste (e.g. “dirty dirt”)
 - ID 27A Waste material consisting of asbestos or asbestos containing waste
 - ID 27I Waste consisting of incinerator ash or ash containing waste
4. **County Origin of Waste:** The New Jersey county from which your company has collected the waste. DO NOT RECORD MORE THAN ONE COUNTY IN EACH SPACE.
5. **Total Tons Picked up in County:** The total tons of waste your company has collected from the corresponding county.
6. **Total Tons Disposed at Facility:** The total tons of solid waste that your company disposed at the facility for the year 2023.
7. **Total Amount of Disposal Fee Paid to Facility:** The total amount your company was charged to dispose of solid waste at the corresponding facility. This information can be found on receipts or on origin and disposal forms obtained from the disposal facility.
8. **Recycling Tax Paid:** Collectors/transporters disposing of solid waste generated/collected in NJ to an *out of state* facility, or at a *rail carrier* within NJ are subject to a \$3 per ton recycling tax.
9. **Gross Revenue:** Should not be reported as an estimate; value must be true. Do not subtract “Recycling Tax” or “Total Amount of Disposal Fee Paid to Facility” to determine Gross Revenue. Gross Revenue is the total amount of money the collector has received from the collection of solid waste before any deductions from taxes, disposal fees, and any other associated expenses. Gross Operating Revenues consist of reportable revenues as described on Page 5, which are derived from customer bills, fees, sales, and services.

If you require additional pages to report your disposal information, please use the "Duplicate This Page" at the bottom of the Disposal Information page.

SECTION A

DISPOSAL INFORMATION

****Sample Page****

Name and Address of Disposal Facilities Used in 2023	Facility Type	Waste Type	County Origin of Waste	Total Tons Picked up in County	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	Recycling Tax Paid	Gross Revenue
ABC TRANSFER STATION, 300 NORMAL AVE, TRENTON NJ	TS LF RC RRF	13	BURLINGTON	500	500	31,000	NA	75,000
"	TS LF RC RRF	13	MERCER	700	700	43,400	NA	85,000
"	TS LF RC RRF	10	BURLINGTON	200	200	12,400	NA	24,000
COUNTY SAN. LANDFILL, 234 TRASH WAY, TRENTON NJ	TS LF RC RRF	10	BURLINGTON	1000	1000	71,000	NA	150,000
"	TS LF RC RRF	10	MERCER	750	750	53,250	NA	100,000
OUT OF STATE LANDFILL, 54 JUNK DRIVE, PITTSBURGH, PA	TS LF RC RRF	10	MERCER	1000	1000	60,000	3000 (\$3 PER TON)	150,000
	TS LF RC RRF							
	TS LF RC RRF							
Total Gross Revenue:								584,000

SECTION A

DISPOSAL INFORMATION

Please provide the information below for each disposal facility (landfills, transfer stations, rail facilities, incinerators) used by your company for calendar year 2023: (see sample page 19 for an example of a completed page)

Facility Type: TS – *Transfer Station*. LF – *Landfill*. RC – *Rail Carrier*. RRF – *Resource Recovery Facility/ Incinerator*

Gross Revenue: Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses.

Name and Address of Disposal Facilities Used in 2023	Facility Type TS ☐ LF ☐ RC ☐ RRF ☐	Waste Type	County Origin of Waste	Total Tons Picked up in County	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	Recycling Tax Paid	Gross Revenue
Monmouth County Reclamation Center Shafto Road Tinton Falls NJ	TS ☐ LF ☒ RC ☐ RRF ☐	10	Monmouth	45,355.00	45,355.00	\$ 3,882,399.00	\$ 136,065.00	\$ 9,539,589.00
Monmouth County Reclamation Center Shafto Road Tinton Falls NJ	TS ☐ LF ☒ RC ☐ RRF ☐	13	Monmouth	401.00	401.00	\$ 47,285.00	\$ 1,204.00	\$ 84,343.00
Mazza Shafto Rd Tinton Falls NJ	TS ☒ LF ☐ RC ☐ RRF ☐	10	Monmouth	0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
Mazza Shafto Rd Tinton Falls NJ	TS ☒ LF ☐ RC ☐ RRF ☐	13C	Monmouth	14,411.00	14,411.00	\$ 1,408,709.00	\$ 43,234.00	\$ 3,031,088.00
Ocean County Landfill SR 70 Manchester	TS ☐ LF ☒ RC ☐ RRF ☐	10	Ocean	3,220.00	3,220.00	\$ 241,605.00	\$ 9,657.00	\$ 677,268.00
Ocean County Landfill SR 70 Manchester	TS ☐ LF ☒ RC ☐ RRF ☐	13	Ocean	6,194.00	6,194.00	\$ 160,710.00	\$ 18,582.00	\$ 1,302,794.00
	TS ☐ LF ☐ RC ☐ RRF ☐							
	TS ☐ LF ☐ RC ☐ RRF ☐							
Total Gross Revenue:								\$ 14,635,082.00

Calculate Totals

Duplicate This Page

3.C.8.b

OTHER SOURCES OF GROSS OPERATING REVENUE

Please indicate all sources of revenue derived from other services provided for the collection and/or transportation of solid waste in New Jersey for calendar year 2023. These sources may include but are not limited to: Subcontracting of waste hauling, leasing of vehicles for the collection of solid waste, etc.

[illegible]

SECTION A

2023 Collectors and Brokers Annual Report
CPCN SW 2366**GROSS OPERATING REVENUE BY COUNTY FOR SOLID
WASTE COLLECTION/TRANSPORTATION SERVICES**

Please provide the Gross Operating Revenues derived from any solid waste collected/transported in any New Jersey county during 2023.

TOTAL AMOUNT COLLECTED FROM EACH COUNTY SHOULD ADD UP TO TOTAL GROSS OPERATING REVENUE.

Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses.

Gross Operating Revenues consist of reportable revenues which are derived from customer bills, fees, sales and services.

County	2023 Collector Gross Revenue
Atlantic	0.00
Bergen	0.00
Burlington	0.00
Camden	0.00
Cape May	0.00
Cumberland	0.00
Essex	0.00
Gloucester	0.00
Hudson	0.00
Hunterdon	0.00
Mercer	0.00
Middlesex	0.00
Monmouth	12,655,020.00
Morris	0.00
Ocean	2,635,997.00
Passaic	0.00
Salem	0.00
Somerset	0.00
Sussex	0.00
Union	0.00
Warren	0.00
Subcontracts (from pg 9)	0.00

**Total Gross Operating
Revenue During
Calendar Year 2023:**

**\$ 15,291,017.00
Collector Total**

Calculate Totals

END OF SECTION A

Attachment: DELISA WASTE SERVICES PROPOSAL (2024-528 : Awarding the Bid for Solid Waste Collection Services to DeLisa Demolition)

Section B:

The following section must be completed by Solid Waste Brokers who manage, administer and arrange through a contract or other means, for compensation, the solid waste needs of clients, utilizing other licensed collectors/transporters, in all counties of New Jersey.

Solid Waste Collectors/Transporters who do not have a Solid Waste Broker license, should continue on to page 30 (“Certifications”).

INSTRUCTIONS FOR CUSTOMER INFORMATION/CUSTOMER LISTS FOR BROKERS

Customer information must be provided in accordance to N.J.A.C 7:26H- 5.9(c): Customer lists must contain all of the names and addresses for each (regularly scheduled) residential, commercial, industrial, and institutional customer.

**** SW Brokers are regulated utilities subject to the Solid Waste Utility Control Act N.J.A.C 7:26H and therefore are required to submit a customer list****

CUSTOMER LIST FORMAT

The list should be organized by municipality and sequentially numbered and set forth in numerical order by street address and the streets set forth in alphabetical order. Additionally, the Department is requesting the frequency of service, a description of service and the rates charged.

****All Customer Lists submitted to the Department are confidential and not subject to public review N.J.A.C 7:26H-5.9(c)(4)****

SAMPLE

<u>Customer #</u>	<u>Name</u>	<u>Address</u>	<u>Service Provided</u>	<u>Rate Charged</u>	<u>Frequency of Service</u>
1.	ABC	One A Street, Allentown, NJ 10000	Roll off	Amount / Service	weekly
2.	DCE	One B Street, Allentown, NJ 10000	Curb side pick up	Amount / Service	2x month
1.	FGH	One A Street, Basking Ridge, NJ 20000	Container rental	Amount / Service	On call
2.	IJK	One B Street, Basking Ridge, NJ 20000	Roll off	Amount / Service	3 x month

Regularly Scheduled Customers: Residential (NOT INCLUDING MUNICIPAL CONTRACTS), commercial and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly. **These customers must be provided to the department as part of a separate customer list.**

On-Call Customers: Customers that are provided solid waste collection services on an "on-call" basis. According to N.J.A.C. 7:26H-5.9, **if solid waste collection services were provided more than one time during the year, even though the service locations varied, then these on-call customers must be included on a customer list.**

One- time Customers: Customers that were provided solid waste collection services one time during the year. You do not need to include these customers in your customer list.

****If a customer list is required, please submit as an attachment using the "Attach Files" button below or on the next page. ****

Attach Files

SECTION B

CUSTOMER SERVICE AREA INVENTORY FOR BROKERS

<u>MUST BE INCLUDED ON A CUSTOMER LIST</u>					
County	# of Scheduled Residential	# of Scheduled Commercial	# of Scheduled Industrial	# of Repeated On-Call Customers	# of One-Time Only Customers (SERVICE PROVIDED ONCE WITHIN YEAR)
Atlantic					
Bergen					
Burlington					
Camden					
Cape May					
Cumberland					
Essex					
Gloucester					
Hudson					
Hunterdon					
Mercer					
Middlesex					
Monmouth					
Morris					
Ocean					
Passaic					
Salem					
Somerset					
Sussex					
Union					
Warren					

Attach Files

SECTION B

COLLECTORS/TRANSPORTERS USED IN 2023

Provide the information below for collectors/transporters hired through brokering services during the calendar year of 2023 for **EACH COUNTY**. If you need additional space you may duplicate this page with the "Duplicate This Page" button below:

_____ COUNTY (LIST ONLY 1 COUNTY PER FORM)

A	B	C	E
Solid Waste Hauler Used	Does your company have and on-going contract with this Collector/Transporter?	CPCN Number (SW#) of Solid Waste Hauler Used	Total Amount Paid to Hauler
	☐ Yes ☐ No	SW _____	
	☐ Yes ☐ No	SW _____	
	☐ Yes ☐ No	SW _____	
	☐ Yes ☐ No	SW _____	
	☐ Yes ☐ No	SW _____	
	☐ Yes ☐ No	SW _____	

SECTION B

2023 Collectors and Brokers Annual Report
CPCN SW 2366**GROSS OPERATING REVENUE BY COUNTY FOR
BROKERING SERVICES**

Please provide the Gross Operating Revenues derived from all solid waste broker services in New Jersey during 2023.

TOTAL AMOUNT COLLECTED FROM EACH COUNTY SHOULD ADD UP TO TOTAL GROSS OPERATING REVENUE.

Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses

Gross Operating Revenues consist of reportable revenues which are derived from customer bills, fees, sales and services.

County	2023 Broker Gross Revenue
Atlantic	
Bergen	
Burlington	
Camden	
Cape May	
Cumberland	
Essex	
Gloucester	
Hudson	
Hunterdon	
Mercer	
Middlesex	
Monmouth	
Morris	
Ocean	
Passaic	
Salem	
Somerset	
Sussex	
Union	
Warren	

**Total Gross Operating
Revenue During
Calendar Year 2023:**

\$ 0.00

Broker Total

Calculate Totals

END OF SECTION B

CLAIMING ZERO GROSS OPERATING REVENUE FOR COLLECTORS/TRANSPORTERS

Acceptable Reasons for Reporting Zero Gross Operating Revenue

- **Currently Not Operating** – If your company has been inactive in 2023 you must explain why, how long your company has been inactive, and when you intend to resume operation.
- **Collection/Transport/Brokering of Non-Regulated Materials** – Provide details of your operations and provide the solid waste ID or the non-regulated waste that your company collects/transport.
- **Collection/Transport/Brokering of Waste Not Generated in NJ** – Provide details of your operations and the origin of the waste that your company is collecting/transporting.
- **Waste Collected/Brokered to be collected from NJ Transfer Station or Rail Carrier and Transported Out of State** - Provide details of your operations.
- **Other** - Provide a detailed explanation for claiming zero revenue.

Unacceptable Reasons for Reporting Zero Gross Operating Revenue

- **Self-Generated Waste** - Self-generators are exempt from holding an A-901 License and a CPCN. Companies that do hold a CPCN should, therefore, not be reporting waste as “self-generated”.
- **Sub-Contractors**- All utilities holding a CPCN must report revenue regardless of contracting work with other Solid Waste Utilities.

****If you are claiming zero revenue for the calendar year of 2023, see the next page to provide details and certify zero gross operating revenue.***

CERTIFICATION FOR COMPANIES CLAIMING ZERO GROSS OPERATION REVENUE

The certification below should only be completed by CPCN holders that are claiming zero gross operating revenue for calendar year 2023. You must also provide, in detail, the reason you are claiming zero revenue.

ZERO GROSS OPERATING REVENUE CERTIFICATION:

I certify under the penalty of law that this company's reportable Gross Operating Revenue as described on page 5, which are derived from fees, sales, services, and interest from all solid waste collected in NEW JERSEY during 2023 was ZERO dollars (\$0.00).

I also acknowledge that review of financial records of my company may be performed at any time by NJDEP to verify zero gross operating revenue.

I, _____ hold the title of _____ and am
 (NAME OF OWNER/AUTHORIZED MEMBER) (TITLE)

duly authorized to sign this Annual Report showing Zero Gross Operating Revenue on behalf

of: _____
 (OFFICIAL COMPANY NAME)

 Print Name of Owner/Authorized Member

 Signature of Owner/Authorized Member

 Today's Date

PROVIDE REASON(S) FOR REPORTING ZERO GROSS ANNUAL REVENUE:

Do not indicate "N/A" if claiming zero revenue

CERTIFICATIONS

****Please sign the "Customer Bill of Rights" OR check the box below accordingly****

CUSTOMER BILL OF RIGHTS (If you have Regularly Scheduled Customers, read and certify)

Regularly scheduled customers are considered residential, commercial, and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly

I certify under penalty of the law that I have notified each of my Regularly Schedule Customers at least once this year that solid waste collection services in New Jersey are available on a competitive basis as provided in the Customer Bill of Rights and that I have provided each of my customers with a copy of the customer bill of rights in the form set forth at N.J.A.C. 7:26H-5.12(b). The Customer Bill of Rights may be downloaded at: <http://www.nj.gov/dep/dshw/resource/custbillofrights.pdf>

I, Thomas W. DeLisa II hold the title of President and am duly
(NAME OF OWNER/AUTHORIZED MEMBER) (TITLE)

authorized to sign this Customer Bill of Rights on behalf of: DeLisa Demolition Inc.
(OFFICIAL COMPANY NAME)

<u>Thomas W. DeLisa II</u> Print Name of Owner/Authorized Member	<u>Thomas W. DeLisa II</u> Digitally signed by Thomas W. DeLisa Date: 2024.06.11 13:39:21 -04'00' Signature of Owner/Authorized Member	<u> </u> Today's Date
--	---	--

OR

☐ **I DO NOT have Regularly Scheduled Customers**

Regularly scheduled customers are considered, commercial, and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly.

NJDEP Notary Policy for 2023 CPCN Annual Utility Report

Please be aware that this is the last year that NJDEP will be providing its *courtesy* notary service for the CPCN Annual Utility Report via a Zoom call and in-person via a NJDEP laptop. NJDEP emphasizes that this is a *courtesy* notary service and must be a last resort option for CPCN holders that cannot find a notary to complete the report. The "in-person" notary service will be available by appointment only every Wednesday from 8:30am-10:30am and 1:30pm-2:30pm, at the main NJDEP office building located at 401 East State Street, Trenton, New Jersey, 08625. We may also offer in-person notary services at the locations listed below with the dates to be determined asap upon site approval and minimum number of eight (8) scheduled appointments per site.

SWANA NJ Spring Conference
Golden Nugget Casino & Hotel
Atlantic City, NJ 08401

DEP Toms River Regional Office:
1510 Hooper Ave.
Toms River, NJ 08753

DEP Southern Regional Office:
One Port Center
2 Riverside Drive, Suite 201
Camden, NJ 08103

DEP Bureau of Marine Water Monitoring:
Stoney Hill Road
929 E. Stoney Hill Rd.
Galloway, NJ 08205

Essex County Environmental Center
621-B Eagle Rock Road
Roseland, NJ 07068

DEP Northern Regional Office
7 Ridgedale Ave.
Cedar Knolls, NJ 07927

Solid waste utilities who wish to use this *courtesy* notary service must first e-mail their 2023 "almost complete" CPCN Annual Utility Report (PDF) to Kevin Patel Kevin.Patel@dep.nj.gov for review. After the annual report is approved you will receive instructions to contact Ashia McRae Ashia.McRae@dep.nj.gov to request either a zoom call notary appointment or in-Person notary appointment.

SAMPLE NOTARY PAGE

The 2023 Annual Utility Report for Solid Waste Collectors/Transporters and Brokers must be verified and certified by the oath of the President or another principal general officer if other than the respondent and must be approved as a "key employee" as defined by N.J.S.A. 13:1E-127(f).	
Oath To be made by the Proprietor, Partner, President or other principal officers of the utility:	
John Smith (Insert name of Owner or Officer and Title)	
"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment" N.J.A.C. 17:28H-8.9(d)	
I acknowledge that submitting false information to the Department of Environmental Protection may subject my company to potential enforcement actions, penalties and/or revocation of the A-901 license and CPCN.	
John Smith Digitally signed by John Smith Date: 2024.03.21 11:03:01 -04'00' (Signature of Owner or Officer)	
State of <u>New Jersey</u> County of <u>Ocean</u> Subscribed and subscribed before me this <u>21</u> day of <u>March</u> 20<u>24</u> Sample Notary Print Name of Notary Public or Officer Authorized to Administer Oath Sample Notary Digitally signed by Sample Notary Date: 2024.03.21 11:05:34 -04'00' Signature of Notary Public or Officer Authorized to Administer Oath My Commission expires: <u>4/25/2025</u>	

VERIFICATION AND OATH FOR 2023 ANNUAL REPORT FILING

NAME OF PERSON COMPLETING THIS FORM:

William McGovern

RELATIONSHIP TO BUSINESS:

Independent Certified Public Accountant

CONTACT NUMBER:

732-300-9370

The 2023 Annual Utility Report for Solid Waste Collectors/Transporters and Brokers must be verified and certified by the oath of the President or another principal general officer if other than the respondent and must be approved as a "key employee" as defined by N.J.S.A. 13:1E-127(f).

Oath To be made by the Proprietor, Partner, President or other principal officer of the utility:

Thomas W. DeLisa II, President

(Insert name of Owner or Officer and Title)

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment" N.J.A.C. 7:26H-5.9(d)

I acknowledge that submitting false information to the Department of Environmental Protection may subject my company to potential enforcement actions, penalties and/or revocation of the A-901 license and CPCN.

Thomas W. DeLisa II Digitally signed by Thomas W. DeLisa II
Date: 2024.06.11 13:40:05 -04'00'

(Signature of Owner or Officer)

State of New Jersey County of Monmouth

Sworn to and subscribed before me

this 11th day of June 2024Donna L. Laing

Print Name of Notary Public or Officer Authorized to Administer Oath

Donna L. Laing Digitally signed by Donna L. Laing
Date: 2024.06.11 13:41:45 -04'00'

Signature of Notary Public or Officer Authorized to Administer Oath

My Commission expires: May 3, 2027



IMPORTANT NOTICE: If your company is NO LONGER in business, please use this form to SURRENDER your A-901, CPCN and Decals, and MAIL to the address below. **DO NOT** submit if your company will continue to engage in NJ's waste industry.

New Jersey Department of Environmental Protection (NJDEP)

Notice of Surrender

A-901 License, Certificate of Public Convenience and Necessity (CPCN) and Waste Transporter Decals

Please read carefully. Legibly print and complete all information below:

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

EMAIL: _____

NAME OF ALL COMPANY OWNER(S): _____; _____;

_____;

Additional Owners? Please check here ☐ and print name(s) on additional sheet

I, _____; hold the title of _____, and hereby
(NAME OF AUTHORIZED OWNER) (TITLE)

notify NJDEP, effective immediately, that I am voluntarily surrendering the A-901 License, CPCN, and all transporter decals issued to _____, and will no longer engage in the
(COMPANY NAME)
solid and/or hazardous waste business in New Jersey. I am fully aware that I must reapply, and be granted a license if I intend to re-enter the waste industry in the future.

I agree with these statements above and certify that I am duly authorized to sign and submit this "Notice of Surrender" on behalf of the company, its owners and members.

Print Name of Authorized Owner

Signature of Authorized Owner

Today's Date

Please check boxes below and fill in the correct NUMBERS as indicated:

Certificate of Public Convenience & Necessity (CPCN):

☐ YES: SW# _____ ☐ NO ☐ N/A

NJDEP Solid Waste Transporter Number (SW Hauler ID):

☐ YES: SW ID# _____ ☐ NO ☐ N/A

NJDEP Hazardous Waste Transporter Number (HW Hauler ID):

☐ YES: HW ID# _____ ☐ NO ☐ N/A

Does the company have CURRENT Waste Transporter Decals?

☐ YES*: #SW: _____; #HW: _____ ☐ NO ☐ N/A

Do you have any decal placed on Leased Vehicles/Equipment?

☐ YES* ☐ NO ☐ N/A

*Current transporter decals placed on any owned or leased containers; vehicles; and/or equipment, are inactive upon signature and must be removed immediately and mailed back to NJDEP at the address below.

This completed form, and all decals and cab cards should be mailed to:

Roxanne Feasel, NJDEP A-901
401 E. State St., 2nd Floor West Wing
Mail Code: 401-02C, PO Box 420
Trenton, NJ 08625-0420



BID BOND

BOND NO. N/A

KNOW ALL MEN BY THESE PRESENTS, That we, DELISA DEMOLITION INC.

_____ as Principal, and Atlantic Specialty Insurance Company, a corporation duly organized under the laws of the State of New York, as Surety, are held and firmly bound unto
CITY OF ASBURY PARK _____ as Obligor, in

the sum of 10% OF AMOUNT BID NOT TO EXCEED TWENTY THOUSAND and 00/100
 (\$ 20,000.00*****) Dollars for the payment of which Principal and Surety bind ourselves, our heirs, executors,
 administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for SOLID WASTE AND/OR RECYCLABLE MATERIALS
COLLECTION SERVICE BID, the Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between Principal's bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full force and effect.

Signed and sealed this 13TH day of NOVEMBER 2024

DELISA DEMOLITION, INC.

Donna L. Loring
Witness

BY:

Thomas W. Delisa
Principal THOMAS W. DELISA, II

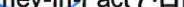
ITS:

PRESIDENT

Atlantic Specialty Insurance Company

Witness

BY:


Attorney-In-Fact CHRISTINE L. CARTIER

605 Highway 169 North, Suite 800
Plymouth, Minnesota, USA 55441
Web: intactspecialty.com/surety
E-mail: surety@intactinsurance.com



CONSENT OF SURETY

ATLANTIC SPECIALTY INSURANCE COMPANY

To: CITY OF ASBURY PARK
(Owner)

Re: DELISA DEMOLITION INC.
(Contractor)

SOLID WASTE AND/OR RECYCLABLE MATERIALS COLLECTION SERVICE BID
(Project Description)

This is to certify that ATLANTIC SPECIALTY INSURANCE COMPANY
(Surety Company)

will provide to CITY OF ASBURY PARK a performance bond in
(Owner)

the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

DELISA DEMOLITION INC.

Thomas W. Delisa II
THOMAS W. DELISA II (Contractor)

Christine L. Cartier
(Authorized Agent of Surety Company)
CHRISTINE L. CARTIER, ATTORNEY-IN-FACT

Date: NOVEMBER 13, 2024

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Christine Cartier, G. Arthur Farren III, Melissa Intelli, Warren G. Beyer**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

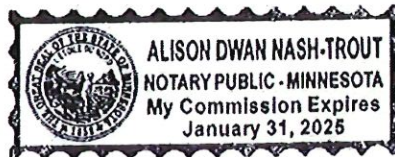
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 13 day of Nov, 2024

This Power of Attorney expires
January 31, 2025



Kara L.B. Barrow, Secretary



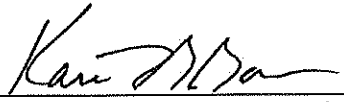
Atlantic Specialty Insurance Company
Period Ended 12/31/2023

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,668,141	Loss Reserves	\$ 1,191,377
Preferred Stocks	-	Loss Adjustment Expense Reserves	401,505
Common Stocks	765,847	Total Loss & LAE Reserves	1,592,881
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	806,718
Contract Loans	-	Total Reinsurance Liabilities	45,897
Derivatives	-	Commissions, Other Expenses, and Taxes due	78,425
Cash, Cash Equivalents & Short Term Investments	194,124	Derivatives	-
Other Investments	9,571	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	3,635,684	All Other Liabilities	810,774
		Total Liabilities	3,334,795
Premiums and Considerations Due	338,312		
Reinsurance Recoverable	127,403	Capital and Surplus	
Receivable from Parent, Subsidiary or Affiliates	17,691	Common Capital Stock	9,001
All Other Admitted Assets	93,457	Preferred Capital Stock	-
		Surplus Notes	-
Total Admitted Assets	4,212,546	Unassigned Surplus	251,605
		Other Including Gross Contributed	616,946
		Capital & Surplus	877,751
		Total Liabilities and C&S	4,212,546

State of Minnesota
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2023, according to the best of my information, knowledge and belief.


Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 19th day of March, 2024.


Notary Public



Atlantic Specialty Insurance Company

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Pursuant to N.J.S.A. 2A:44-143

Atlantic Specialty Insurance Company, (hereinafter called "Surety") the surety on the attached bond, hereby certifies the following:

1. The Surety meets the applicable surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2. The surplus of Atlantic Specialty Insurance Company, as determined in accordance with the applicable laws of this State, totals \$880,751,449 as of the calendar year ended December 31, 2023, which amount has been included in the audit of Intact Insurance Group USA conducted by Ernst & Young, LLP, Suite 1400, 220 South Sixth Street, Minneapolis, MN 55402, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street, CN-325, Trenton, New Jersey 08625-0325
3. Atlantic Specialty Insurance Company has received from the U.S. Secretary of the Treasury, a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2024 in the amount of \$86,061,000.
4. The amount of the bond to which this statement and certification is attached is
\$ 20,000.00
5. If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in terms (3) above, or both, then for each such contract of reinsurance:
 - a. The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows:
Not Applicable; and
 - b. Each surety that is party of any such contract of reinsurance certifies that each reinsurer listed under item (5) (a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.
Not Applicable.

CERTIFICATION

I, Christine L. Cartier, as Attorney-in-fact of Atlantic Specialty Insurance Company, an insurance company domiciled in the State of New York, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements are false, this bond is VOIDABLE.

ATLANTIC SPECIALTY INSURANCE COMPANY

By: , Attorney-in-fact
(Title)Dated: 11-13-2024

9.4 Form of Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
 _____ as principal, and _____ as
 Surety, are hereby held and firmly bound unto the City of Asbury Park, Monmouth County, New Jersey, in
 the Penal Sum of \$ _____, for the payment of which, well and truly to be made, we
 hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.
 Signed this _____ day of _____, 20_____

The condition of the above obligation is such that whereas the Principal has submitted to the City of Asbury
 Park a certain bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for the
 furnishing of
 and delivery to the City of Asbury Park.

NOW, THEREFORE:

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

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

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

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

 Principal

BY: _____

Witness

 Surety

BY: _____

Witness

 Attorney-in-Fact

9.5 **STOCKHOLDER DISCLOSURE CERTIFICATION**
This Statement Shall Be Included with Bid Submission

Name of Business: DELISA Demolition, Inc. d/b/a DELISA Waste Services

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☒ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: THOMAS W. DELISA II

Name: _____

Home Address: 1205 CONCOURSE
Unit 309, Neptune, NJ 07753

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this 28th day of Sept., 2024

(Notary Public)

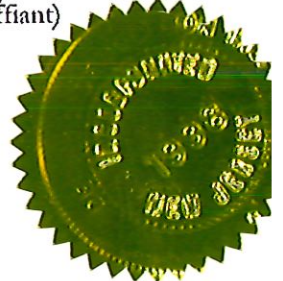
Donna L. Laing
My Commission expires:

DONNA L. LAING
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 3, 2027

Thomas W. Delisa II
(Affiant)

THOMAS W. DELISA II, PRESIDENT
(Print name & title of affiant)

(Corporate Seal)



9.6

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Monmouth

I, THOMAS W. DELISA II residing in NEPTUNE TOWNSHIP in the County
of Monmouth (Name of Affiant) (Name of
Municipality)

MONMOUTH and State of NEW JERSEY of full age, being duly sworn
according to law on my oath depose and say that:

I am PRESIDENT of the firm of DELISA DEMOLITION, INC. d/b/k
(Title or position) DELISA WASTE SERVICES
(Name of firm)

the bidder making this Proposal for the bid entitled
SOLID waste and/or recyclable
MATERIALS collection service, and that I executed the said proposal with
(Title of Bid Proposal)

full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named
project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the CITY OF ASBURY PARK relies upon the truth of the statements contained
in said Proposal

(Name of Contracting Unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

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

Delisa Demolition, Inc. d/b/k Delisa
Waste Services (Name of Firm)

Subscribed and sworn to before me this day SEPT. 28, 2024;

THOMAS W. DELISA II
(Signature of Affiant)

THOMAS W. DELISA II
(Type or print name of affiant)

Donna L. Laing
Notary public of STATE OF NEW JERSEY

My Commission expires MAY 3, 2027

(Seal)

DONNA L. LAING
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 3, 2027

9.7 Consent of Surety

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: _____
(Owner)

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to _____ a performance bond in
(Owner)
the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.

9.8

Proposal

Proposal for Solid Waste Collection Commencing January 1, 2025.

CITY OF ASBURY PARK

I, or We, THOMAS W. DELISA II, of
(Print Bidder's Name)
DELISA DEMOLITION, Inc. d/b/a
DELISA WASTE SERVICES
(Bidders Firm)

101 COMMERCE DRIVE
(Complete Address)
TINTON Falls, NJ 07753
732-988-2525
(Telephone Number)

Hereby agree to provide complete performance in accordance with the Contract and Specifications for the prices listed on the Proposal Sheet herein.

NOTE:

Bidders are required to sign all proposal sheets.

TH W. DELISA II (Affix seal if a corporation.)
Signature THOMAS W. DELISA II

PRESIDENT
Title



City of Asbury Park

The undersigned will contract to do all work and furnish all the materials, labor, equipment, etc., necessary to carry out the intent of these specifications as described in Section 5 through Section 8 for the period COMMENCING JANUARY 1, 2025 and TERMINATING DECEMBER 31, 2027.

1. Refuse Collection

Year 1 \$ 75,833.33 / month x 12 months = \$ 910,000.00

Year 2 \$ 79,166.67 / month x 12 months = \$ 950,000.00

Year 3 \$ 83,333.33 / month x 12 months = \$ 1,000,000.00

Grand Total – 3 Years – \$ 2,860,000.00

2. Recycling Collection

Year 1 \$ 43,333.33 / month x 12 months = \$ 520,000.00

Year 2 \$ 45,500.00 / month x 12 months = \$ 546,000.00

Year 3 \$ 47,775.00 / month x 12 months = \$ 573,300.00

Grand Total – 3 Years – \$ 1,639,300.00

3. Refuse and Recycling Collection

Year 1 \$ 119,166.67 / month x 12 months = \$ 1,430,000.00

Year 2 \$ 124,666.67 / month x 12 months = \$ 1,496,000.00

Year 3 \$ 131,108.33 / month x 12 months = \$ 1,573,300.00

Grand Total – 3 Years – \$ 4,499,300.00

4. Container Services for Disposal of Construction and Demolition Debris

Year 1 \$ 225.00 / per pull x 156 estimated pulls = \$ 35,100.00

Year 2 \$ 245.00 / per pull x 156 estimated pulls = \$ 38,220.00

Year 3 \$ 275.00 / per pull x 156 estimated pulls = \$ 42,900.00

Grand Total – 3 Years – \$ 116,220.00

See w. 10-11

5. Weekend Trash Removal on Beach Front of Two 20 Cubic Yard Dumpsters

Year 1 \$ 225.00 / per pull x 40 estimated pulls = \$ 9,000.00

Year 2 \$ 245.00 / per pull x 40 estimated pulls = \$ 9,800.00

Year 3 \$ 275.00 / per pull x 40 estimated pulls = \$ 11,000.00

Grand Total - 3 Years - \$ 29,800.00

6. Weekend Trash Removal on Beach Front of Two 7 Cubic Yard Rear Loading Compactors

Year 1 \$ 60.00 / per pull x 120 estimated pulls = \$ 7,200.00

Year 2 \$ 65.00 / per pull x 120 estimated pulls = \$ 7,800.00

Year 3 \$ 75.00 / per pull x 120 estimated pulls = \$ 9,000.00

Grand Total - 3 Years - \$ 24,000.00

7. Weekend Trash Removal on Beach Front of Approximately 100 Litter Barrel Containers

Year 1 \$ 2,500.00 / month x 5 months = \$ 12,500.00

Year 2 \$ 2,800.00 / month x 5 months = \$ 14,000.00

Year 3 \$ 3,100.00 / month x 5 months = \$ 15,500.00

Grand Total - 3 Years - \$ 42,000.00

See m. 12-1-11

Cost or deduction per new units added or
 Reduced respectively per pick-up per month \$ 10.00

Cost of Container Option (see 5.3E entitled Container Option as Needed) \$ 10.00 PER YARD

Waste Directed to: Monmouth County Reclamation Center
 6000 Asbury Avenue
 Tinton Falls, NJ 07753
 732-683-8686

DELISA DEMOLITION, INC. D/B/A
 DELISA WASTE SERVICES
 THOMAS W. DELISA II

Name of Firm or Individual

PRESIDENT

Title

TH W. DELISA II

Signature

9-28-2024

Date

9.9 Proof of Business Registration

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR		DEPARTMENT DIVISION OF TREASURY TRENTON, NJ	EXP. DATE 07/14/04
TAXPAYER NAME:	TRADE NAME:		
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION		
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:		
970-097-3821500	01073		
ADDRESS:	ISSUANCE DATE:		
847 ROEBLING AVE	07/14/04		
TRENTON NJ 08611			
EFFECTIVE DATE:			
01/01/04			
FORM CC(07-04)			

[Signature]
Act. Director

This Certificate is NOT for sale or transfer. It must be conspicuously displayed at above address.

 STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112813533	

04/08/13

Taxpayer Identification# 223-634-028/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

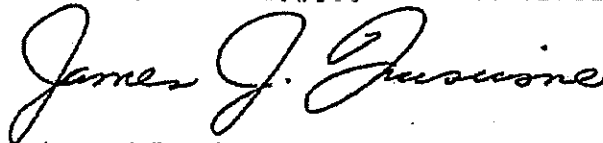
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: DELISA DEMOLITION INC.	TRADE NAME: DELISA WASTE SERVICES	
ADDRESS: 101 COMMERCE DRIVE TINTON FALLS NJ 07753-7024	SEQUENCE NUMBER: 0098025	
EFFECTIVE DATE: 02/26/99	ISSUANCE DATE: 04/08/13	
 Director New Jersey Division of Revenue		
FORM-BRC This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

Attachment: DELISA WASTE SERVICES PROPOSAL (2024-528 : Awarding the Bid for Solid Waste Collection Services to DeLisa Demolition)

9.9 PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

9.10 Disclosure of Investment Activities in Iran

Bidder Name: _____

Part 1: CertificationBIDDERS ARE TO COMPLETE PART 1 BY CHECKING EITHER BOX.

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

CHECK THE APPROPRIATE BOX:

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

X

OR

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

Part 2 – Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran on additional sheets provided by you.

Part 3: Certification

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

Full Name (Print): THOMAS W. DELISA IITitle: PRESIDENTSignature: TH W DELISA IIDate: 9-28-2024

9.11 Certification of Non-Involvement in Prohibited Activities in Russia or Belarus

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.
(Check the Appropriate Box)



- A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR



- B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR



- C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary)

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

Thomas W. DeLisa II
Signature of Vendor's Authorized Representative

9-28-2024
Date

THOMAS W. DELISA II
Print Name and Title of Vendor's Authorized Representative

223634028
Vendor's FEIN

DELISA DEMOLITION, INC. d/b/a
DELISA WASTE SERVICES
Vendor's Name

732-988-2525
Vendor's Phone Number

101 COMMERCE DRIVE
Vendor's Address (Street Address)

732-988-8333
Vendor's Fax Number

TINTON FALLS NJ 07753
Vendor's Address (City/State/Zip Code)

CONTACT@delisawasteservices.com
Vendor's Email Address

¹ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c) of the International Financial Institutions Act 22 U.S.C. 262r(3); or (3) Any parent, successor, subunit, direct or indirect ownership or control with, any entity described in paragraph (1) or (2).

9.12 Contract Form

Sample Contract to be supplied by the contractor.

Attachment: DELISA WASTE SERVICES PROPOSAL (2024-528 : Awarding the Bid for Solid Waste Collection Services to DeLisa Demolition)

9.13 Performance Bond Form**PERFORMANCE AND PAYMENT BOND**

TO: The "The City"

RE: Solid Waste and Recyclable Materials Collection Services

KNOWN ALL MEN BY THESE PRESENT: that we, the undersigned Bidder:

BIDDER NAME: _____

BIDDER ADDRESS: _____

hereinafter called the Principal (Contractor), and the Surety:

SURETY NAME: _____

SURETY ADDRESS: _____

a Surety duly authorized and existing under the laws of the State of _____ and
 authorized to transact business in the State of New Jersey, are held and firmly bound onto the City,
 as Obligee (City), in the penal sum of:

AMOUNT IN NUMBERS_____
AMOUNT IN WORDS

lawful money in the United States for the payment whereof Contractor and Surety bind themselves, their
 heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _____ entered into a
 Contract with the City for the supplying of Solid Waste and Recyclable Materials Collection Services.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor, its
 representatives or assigns, shall promptly and faithfully perform said Contract and all modifications,
 amendments, additions and alterations thereto that may hereafter be made, according to its terms and true
 intent and meaning, including repair and/or replacement of defective work, and shall fully indemnify and
 save harmless the City from all cost and damage which it may suffer by reason of the Contractor's failure
 to do so, and shall fully reimburse and repay the City for all outlay and expense which the City may incur
 in making good any such default, and shall protect said City against and pay such default, and shall
 protect said City against and pay any and all amounts, damages, costs, and judgments which may or shall
 be recovered against said City or its officers or agents or which the said City may be called upon to pay
 any person or corporation by reason of any damages arising or growing out of the doing of said work or
 the manner of doing the same or the neglect of said Contractor or its agents or servants or the improper
 performance of the said work by the said Contractor or its agents or servants or the infringement of any
 patent or patent right by reason of the use of any materials furnished or worked on as aforesaid or
 otherwise, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety, for value received, for itself, its successors and assigns, hereby stipulates and agrees, if required do to so by the City, to fully perform and complete the work to be performed under the contract, pursuant to the terms, conditions, and covenants thereof, if for any cause, the Contractor fails or neglects to fully perform and complete such work. The Surety further agrees to commence such work of completion with twenty (20) days after written notice thereof is received from the City and to complete such work within such time as the City may fix.

In the alternative, the Surety, for value received, for itself, and its successors and assigns, hereby stipulates and agrees that it will obtain a bid or bids for submission to the City for completion of the contract in accordance with its terms and conditions, and upon determination by City and Surety of the lowest responsible bidder, arrange for a contract between such bidder and City and make available as the work progresses sufficient funds to pay the cost of completion less the balance of the contract price. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable by City to Contractor under the contract and any amendments thereto, less the amount previously paid by City to Contractor. The costs for which the Surety may be liable hereunder shall not exceed the amount set forth in the first paragraph hereunder.

The Surety, for value received, for itself, and its successors and assigns, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work of to the specifications.

The Surety expressly agrees that this bond shall be deemed amended automatically and immediately, without formal and separate amendments thereto, upon amendment to the contract increasing the contract price not more than twenty percent (20%), so as to bind the Contractor and the Surety to the full and faithful performance of the contract as so amended.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____

PRINCIPAL

ATTEST:

BY:

(PRINCIPAL'S REPRESENTATIVE)

(WITNESS AS TO PRINCIPAL)

SURETY

BY:

(SURETY ATTORNEY-IN FACT)

(SURETY SECRETARY)

NAME:

TITLE:

SEAL

(WITNESS AS TO SURETY)

(SURETY ADDRESS)

NOTES:

1. The date of the bond shall not be earlier than the date of or a date after the date of agreement.
2. The Surety Company shall be authorized to transact business *in* the State of New Jersey and have sufficient resources to issue the Bond.
3. If the contractor is a partnership, all partners shall execute the Bond.

9.14 Vehicle Dedication Affidavit

Affidavit

State of New Jersey }

County of MONMOUTH }

SS: City of Asbury Park
Solid Waste and Recyclable Materials
Collection Services

I, THOMAS W. DELISA II, am the
(Name of Affiant)

PRESIDENT

(Owner, Partner, President, Corporate Officer)

DELISA DEMOLITION, INC. d/b/a
of the DELISA WASTE SERVICES and being duly sworn, I depose and say:
(Name of Bidder),

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Mayor and Council rely upon the truth of the statements contained in this affidavit and in said bid proposal in signing the contract for said project.

At all times during the performance of the collection contract, I agree to commit, for use only in the City of Asbury Park, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the City of Asbury Park is not feasible, that the City will not be responsible for disposal costs for waste generated outside of the City of Asbury Park.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the City of Asbury Park to damages arising therefrom.

DELISA DEMOLITION, INC. d/b/a
DELISA WASTE SERVICES
THOMAS W. DELISA II

Name of Firm or Individual

PRESIDENT

Title

Thomas W. Delisa II
Signature

9-28-2024

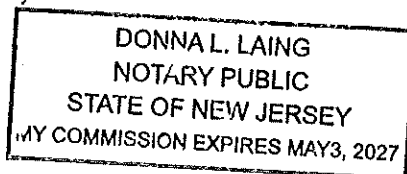
Date

Subscribed and sworn to before me this
28th day of SEPT. 2024.

Donna L. Laing

Notary Public of STATE OF NEW JERSEY

My commission expires MAY 3, 2027.



9.15 Certificate of Insurance

Certificate supplied by contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2024

3.C.8.b

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

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

PRODUCER Conover Beyer Associates 2600 Highway 35 Manasquan NJ 08736	CONTACT NAME: Laura Church PHONE (A/C No. Exl): (732) 223-9700 FAX (A/C No): (732) 223-6044 E-MAIL ADDRESS: Lachurch@conoverbeyer.com
INSURED DeLisa Demolition, Inc., DBA: DeLisa Waste Services 101 Commerce Drive Tinton Falls NJ 07753	INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Ins Company 38970 INSURER B: American European Ins Comp 23337 INSURER C: Kinsale Insurance Co. 38920 INSURER D: Service American Indemnity Co 39152 INSURER E: Westchester Surplus Lines Co. 10172 INSURER F:

COVERAGES CERTIFICATE NUMBER: 24-25 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	Y	3AA817643	8/27/2024	8/27/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X	Y	CAA 8000138 10	8/27/2024	8/27/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 35,000
C	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	Y	0100320356-0	8/27/2024	8/27/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SAWKPIH02505101	5/27/2024	5/27/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability			G48740509 001	8/27/2024	8/27/2025	Aggregate 2,000,000 Each Occurrence 1,000,000

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

City of Asbury Park is included as additional insured with respects to General Liability, Auto Liability and Umbrella Liability for work performed by the named insured per written contract. Waiver of subrogation to apply in favor of certificate holder and additional insured as per written contract. Coverage is primary & non-contributory.

CERTIFICATE HOLDER

City of Asbury Park One Municipal Plaza Asbury Park, NJ 07712	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Warren Beyer/LAURAC
---	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

9.16 Affirmative Action Affidavit

State of New Jersey }

County of MONMOUTH }

SS: City of Asbury Park
Solid Waste and Recyclable Materials
Collection Services

I, THOMAS W. DELISA II, of the city of NEPTUNE TOWNSHIP
(Name of Affiant)

in the State of NEW JERSEY being of full age and duly sworn according to
law, on my oath depose and say that:

I am employed by the firm of DELISA Demolition, Inc. d/b/a
DELISA Waste Services, the bidder submitting the Bid
(Name of Bidder)

Proposal for the above-named project, in the capacity of PRESIDENT, and I have
(Title of Affiant)

executed the Bid Proposal with full authority to do so. Further, the bidder will comply with
the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors comply
with the provisions of Public Law 1975, Chapter 127.

DELISA Demolition, Inc. d/b/a
DELISA WASTE SERVICES

THOMAS W. DELISA II

PRESIDENT

Name of Firm or Individual

Title

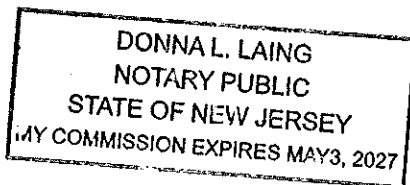
TH W. DELISA II
Signature

9-28-2024
Date

Subscribed and sworn to before me this
28th day of SEPT. 2024

Donna L. Laing
Notary Public of STATE OF NEW JERSEY

My commission expires MAY 3, 2027



Certification 37702

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Nov-2022 to 15-Nov-2025**

DE LISA DEMOLITION & DISPOSAL, INC.**101 COMMERCE DRIVE****TINTON FALLS****NJ 07753**

A handwritten signature in cursive script, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO

State Treasurer

9.17

Acknowledgement of Receipt of Addenda

City of Asbury Park

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
<u>#1</u>	<u>10/24/2024</u>	<u>J.D.</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

No addenda were received: ☐

Acknowledged for: DELISA Demolition, Inc. d/b/a
DELISA WASTE SERVICES
 (Name of Bidder)

By: Thomas W. Delisa II
 (Signature of Authorized Representative)

Name of above: THOMAS W. DELISA II
 (Print or Type)

Title: PRESIDENT

Date: 9-28-2024

CITY OF ASBURY PARK
ONE MUNICIPAL PLAZA
ASBURY PARK, NEW JERSEY 07712

PHONE: (732) 775-2100
WWW.CITYOFASBURY PARK.COM



JOHN MOOR, MAYOR
AMY QUINN, DEPUTY MAYOR
ANGELA AHBEZ-ANDERSON, COUNCILMEMBER
EILEEN CHAPMAN, COUNCILMEMBER
YVONNE CLAYTON, COUNCILMEMBER

LILLIAN L. NAZZARO, ESQ., CITY MANAGER
JOHN B. HAYES, DEPUTY CITY MANAGER
LISA ESPOSITO, RMC, CITY CLERK

Addendum to Solid Waste and/or Recyclable Materials Collection Service Bid

ADDENDA #1

Amendments are shown in boldfaced and underlined:

1. Page 11 Section 5.4 Collection Schedule and Page 19 Section 6.3 Collection Schedule:
"All collection services, as described in these specifications, shall be performed on all designated days between **7AM 6AM** and 4 PM, Zones 1, 2 & 3. The Business District and Beachfront will be collected on designated days between **7AM 6AM** and 9AM."
2. **Sections 5.7 through 5.18 pertain to Refuse Collection, Curbside Recycling Collections, Container Services for Disposal of Construction and Demolition Debris and Weekend Trash Removal on Beach Front.**
Section 5.7 Vehicles and Equipment
Section 5.8 Names on Vehicles
Section 5.9 Telephone Facilities and Equipment
Section 5.10 Failure to Collect
Section 5.11 Complaints
Section 5.12 Solicitation of Gratuities
Section 5.13 Invoice and Payment Schedule
Section 5.14 Competence of Employees
Section 5.15 Supervision of Employees
Section 5.16 Insurance Requirements
Section 5.17 Certificate of Insurance
Section 5.18 Indemnification

Issued: October 24, 2024

9.18 Americans with Disability Act of 1990 Equal Opportunity for Individuals with Disability

The contractor and the City of Asbury Park, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

9.19 Mandatory Affirmative Action Language

APPENDIX A

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY AFFIRMATIVE ACTION LANGUAGE

Goods, Professional Service and General Service Contracts

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Notice to Bidders

Notice is hereby given that sealed proposals will be received by the City of Asbury Park, Monmouth County, New Jersey for "Solid Waste and/or Recyclable Materials Collection Service" and publicly opened and read aloud at the Asbury Park City Hall Council Chambers, One Municipal Plaza, Asbury Park, New Jersey on Wednesday, November 13, 2024 at 11:00 a.m., prevailing time. The City of Asbury Park is soliciting bid proposals from solid waste and recycling collectors interested in providing collection and disposal services for a period of three years to commence on January 1, 2025.

Bid specifications for the proposed work are available in the office of the Director of Purchasing in City Hall, One Municipal Plaza, Asbury Park, New Jersey 07712, and may be inspected by prospective bidders during the business hours of 9 AM – 3 PM. Electronic requests therefore can be made via email to the Purchasing Agent at tracy.lizardi@cityofasburypark.com or online at: www.cityofasburypark.com/bids.

Proposals must be made on the Standard Proposal Forms in a manner designated in the Contract Documents, must be enclosed in sealed envelopes bearing the name and address of the Bidder and the name of the work on the outside addressed to the Director of Purchasing, City of Asbury Park and must be accompanied by a Statement of Consent of Surety from a Surety Company authorized to do business in the State of New Jersey and listed in Treasury Department Circular 570 and a bid guarantee for not less than ten percent (10%) of the bid except that the bid guarantee shall not exceed \$20,000.00.

The bid guarantee may be either a certified check or cash payable without any conditional endorsement as a guarantee that in case the contract is awarded to the Bidder, he will within ten (10) days thereafter execute such contract and furnish satisfactory performance bond. Upon failure to do so, he shall forfeit the deposit as liquidated damages and the acceptance of the bid will be contingent upon the fulfillment of this requirement by the Bidder. No interest shall be allowed upon any such certified check or cash. A bid bond in the amount of ten (10%) percent of the bid may be submitted for certified check or cash.

The consent of surety shall guarantee that if the proposal of the Bidder be accepted, they will furnish the bond set forth in the Contract Documents and the acceptance of the bid will be contingent upon the fulfillment of this requirement.

The City reserves the right to award this contract based on the funds available. The City reserves the right to reject any or all bids and to waive any informality in any bid, in its opinion; it is in the best interest to do so and to award the contract for any and or all items.

The City of Asbury Park reserves the right to require a complete financial and experience statement from prospective bidders showing that they have satisfactorily completed work of this nature required before awarding a contract to any bidder.

During the performance of this contract the Contractor shall comply with the requirements of P.L. 1975, c. 127 (N.J.A.C. 17:27 – Affirmative Action); all requirements of the State of

New Jersey Worker Health and Safety Act (N.J.A.C. 12:110 et seq.) as amended; the United States Occupational Safety and Health Act (OSHA) (29 CFR 1910), as amended with regard to worker and jobsite safety; P.L. 1977, C. 33, Disclosure of Interests; and the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964, all as amended and supplemented.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening thereof. The successful bidder will be required to furnish a surety company bond in the full amount of the contract price indemnifying the City of Asbury Park, New Jersey for all proceedings, suits or actions or any kind of description and conditional for the faithful performance of the work.

Tracy A. Lizardi
Director of Purchasing
September 4, 2024

Attachment I
Municipal Data – City of Asbury Park

RESIDENTIAL SOURCES:

Single Family/Condo/Townhouse	2,397 approximately
Multi-Family	1,606 approximately 660 locations
Apartments	1,197 approximately 400 locations
Total	5,200
Containers	None

COMMERCIAL SOURCES:

Total	345 approximately
Containers	None

INSTITUTIONAL SOURCES:

Schools	N/A
Other	N/A
Total	N/A
Containers	See Section 5.3

MUNICIPAL SOURCES:

Municipal Buildings	Three- Municipal Complex, Fire Dept & Sewer Plant
Litter Baskets	Approximately 225
Other	Two – Library, Housing Authority
Total	230
Containers	See Section 5.3

TONNAGE REPORT (Year 2023):

Solid Waste:

Bulky Waste	450.00 TONS
MSW/Household	9,500.00 TONS
Total	9,950.00 TONS
MSW/Commercial	Estimated at 15% of household tonnage – 1,492.50

RECYCLING TONNAGE REPORT (Year 2023):

Corrugated Cardboard	673.56 TONS
Newspaper	310.31 TONS
Mixed Paper	539.20 TONS
Plastic Containers	233.91 TONS
Glass	295.57 TONS
Aluminum	109.31 TONS

POPULATION: 15,466 (Based upon the latest U.S. Census released May 2024)

AREA: 1.5 Square Miles

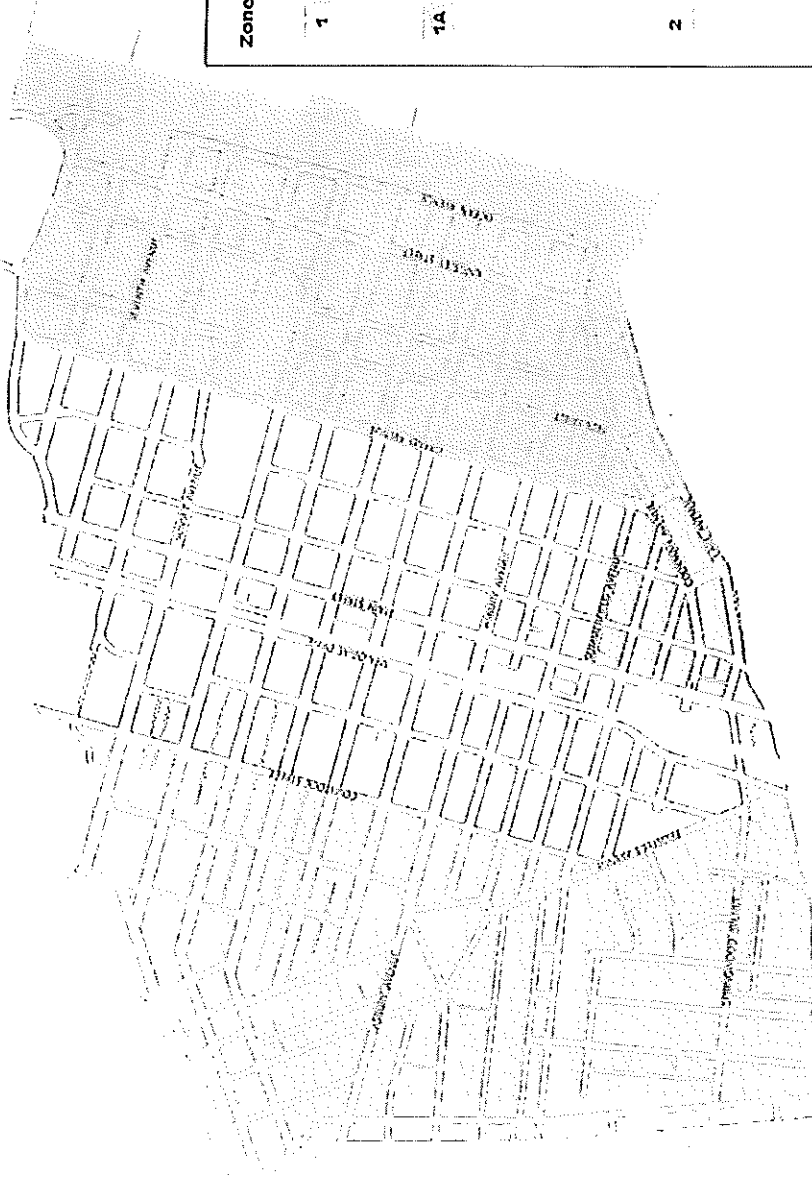
TOTAL ROAD MILES: 38

Attachment II
City of Asbury Park Map



Weekly Curbside Collection Schedule for Residential Garbage, Bulk Waste & Recycling

City of Asbury Park
Public Works
Phone: 732-775-0900
For collection regulations:
www.cityofasburypark.com/dpw



Garbage and recycling containers can be placed curbside no earlier than 5pm the day before collection and must be removed from the curbside by 6pm the day of collection. (Ordinance #19-2.1)

Bulk waste will be picked up weekly (3 items max) and does not include TV's, electronics, white goods or yard waste. For details, visit www.cityofasburypark.com/recyclingandmore.

Household garbage pick is canceled on New Year's Day, Thanksgiving Day and Christmas Day. Recycling pick-up is canceled on municipal holidays. When cancellations occur, household garbage and recycling pick-up will take place on the next scheduled pick-up day.

Zone	Residential Garbage	Bulk Waste	Recycling	Zone Description
1	Monday & Thursday	Thursday	Tuesday	Areas east of, and including, Grand Ave
1A	10/1 to 4/30 Monday & Friday	Thursday	Tuesday	Cookman Ave & Lake Ave bwn Grand Ave & Heck St all east and west streets between and including Ocean Ave & Kingsley St
2	5/1 to 9/30 Monday, Wednesday & Friday	Thursday	Tuesday	
	Tuesday & Friday	Friday	Wednesday	All areas between Grand Ave & Comstock St / Prospect Ave
2A	10/1 to 4/30 Monday & Friday	Friday	Wednesday	All of Main Street Central Business District bounded by Main St Summerfield Ave, Lake Ave, & Grand Ave
	5/1 to 9/30 Monday, Wednesday & Friday	Friday	Wednesday	
3	Wednesday & Saturday	Saturday	Thursday	All areas west of, and including, Comstock St / Prospect Ave



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-529

Resolution authorizing the purchase and installation of a new electronic gate at the DPW yard to Challenger Fence in the amount of \$62,839 utilizing Capital Funds based off of the Bergen County Co-Op.



RESOLUTION NO. 2024-529

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

RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF A NEW ELECTRONIC GATE NEEDED AT THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City of Asbury Park received pricing from Challenger Fence, Inc. for the purchase and installation of a new electronic gate needed at the Department of Public Works; and

WHEREAS, price of the project is \$62,839.00 and is attached to this Resolution; and

WHEREAS, pricing is based off of the Bergen County Cooperative, Fencing Furnish, Deliver & Install Various Types of Fencing, Bergen County Bid #24-07, #25726; and

WHEREAS, the City of Asbury Park is desirous of authorizing the purchase and installation of a new electronic gate needed at the Department of Public Works yard to Challenger Fence, Inc. in the amount of \$62,839.00; and

WHEREAS, the Chief Financial Officer has certified that funds are available in Capital Account C-04-55-998-186-003 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 purchase and installation of a new electronic gate needed at the Department of Public Works yard to Challenger Fence, Inc. in the amount of \$62,839.00 and a copy of this Resolution shall be provided to the IT Director, Deputy Director of Public Works, City Manager, CFO and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-529 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



Challenger Fence Inc.
53 Kentucky Ave
Paterson, NJ 07503

P (973) 772-2593 F (973) 782-4823
sales@challengerfence.com
www.challengerfence.com

3.C.9.b

Quote

Quote ID: Q24-068
Quote Date: 12/4/20
Expiration Date: 1/3/20

Billing Address	City of Asbury Park 1 Municipal Plaza Asbury Park, NJ 07712	Shipping / Location	City of Asbury Park 9 Main Street Asbury Park, NJ 07712
Point of Contact	Joe Dellaragione Phone: (732) 374-6078 Email: Joe.Dellaragione@cityofasburypark.com	Sales Person	Danny Baxter Danny@challengerfence.com

Description

Bergen County Coop BC-BID-24-07 #25726

Install The Following:

Gate #1: 291 3/4" x 8' High + 1' Barb wire Galvanized Chain-link Single Cantilever Sliding gate with New Hardware and Reuse Existing Posts.

Gate#2: (Left side of Double sliding Gate): 272" open with 9' Tail x 8' High + 1' of Barb wire Galvanized Chain-link Cantilever Sliding gate with New Hardware and Reuse Existing Posts.

Gate#3: (Right side of Double Sliding Gate): 26' Opening with 12' 10" Tail x 8' High + 1' Barb wire Galvanized Chain-link Cantilever Sliding gate with New Hardware and Reuse Existing Posts.

Motors:

ASBURY PARK NJ (3) Gate OPERATORS

Scope of work:

1. Furnish & install (3) Liftmaster INSL24UL or CSL24UL operator.

(3) 40 ft - Nickel Plated Steel Roller Chain, Chain Length: 40 ft

(3) Concrete, MPEL plate, custom made welded frame/operator stand.

2. Furnish & install UL 325 safety devices for protection.

(3) LIFTMASTER LMRRUL MONITORED RETRO-REFLECTIVE PHOTO EYE

(3) LIFTMASTER LMWEKITU MONITORED WIRELESS EDGE KIT

(3) Liftmaster S505AL Monitored Small Profile Resistive Edge.

3. Furnish & install - Vehicle loops

(2) Vehicle loop - FREE EXIT / Interrupt protection

(2) Loop Detector LOOPDETLN (14 AWG XLPE Copper wire and Q-Seal)

4. Furnish & install:

(2) SK-B941-PQ - keypad Bluetooth Access Controller - Post-Mount Keypad / Proximity Reader

- Visual app-based programming and management, 1,000 users, device options, etc

5. Furnish & install:

(2) SOS Siren devices

Product	Unit Price	Quantity	Extended Price
Supply and Installation Gates	24,700.00	1	24,700.0
Supply and Installation Motors	38,139.00	1	38,139.0

Summary

Subtotal	62,839.00
Tax	0.00
Total	62,839.00

Signature

Print Name & Title

Date



Challenger Fence Inc.
53 Kentucky Ave
Paterson, NJ 07503

P (973) 772-2593 F (973) 782-4823
sales@challengerfence.com
www.challengerfence.com

3.C.9.b

Quote

Quote ID: Q24-068
Quote Date: 12/4/20
Expiration Date: 1/3/20

Terms & Conditions

Drawings are NOT TO SCALE

By signing this quote, you acknowledge that: 1) You have read the entire Quote. 2) You agree to all the terms and conditions of this Quote. 3) The above prices, specifications and conditions are satisfactory and hereby accepted. 4) Challenger Fence Inc is authorized to perform the work as specified. 5) Payment terms will be made as outlined in the attached Terms and Conditions.

Attachment: DPW GATE QUOTES (2024-529 : Authorizing the purchase and installation of a new electronic gate needed at the DPW yard)

TERMS AND CONDITIONS CHALLENGER FENCE INC.

QUOTES/CONTRACTS

- Once signed and a 50% deposit is received, the Challenger Fence Inc. "Quote" becomes a legally binding Contract between both parties. Quotes with a signature but no deposit are NOT valid. Balance is due upon completion.
- Client acknowledges that no verbal agreements have been made.
- Client assumes all responsibility for ensuring completeness and accuracy of written description, quantities, layout, and fence specifications included in the quote.
- Client is responsible for notifying Challenger Fence Inc. of any errors or misprints in this agreement within 48 hours of signing.
- This contract cannot be changed unless both parties agree to all changes. Any changes in the work including quantities, layout, and fence specifications, after the date of the executed "Quote" has been provided may result in the need to re-price the fence project and a signature on a new "Quote" will be required and may delay the scheduling of the project.
- Deposits are not refundable if manufacturing and/or ordering of material has begun.
- Changes to style, quantities, layout, etc. once manufacturing has begun will incur additional fees.
- Client has read this entire Contract Terms and Conditions and may cancel this contract at any time before midnight of the Third Business Day after receiving Quote/Contract and paying the deposit. If you wish to cancel the contract, you must either:
 1. Send a signed and dated written notice of cancellation by registered or certified mail, return receipt.
 2. Personally, deliver a signed and dated written notice of cancellation to:
Challenger Fence Inc. 53 Kentucky Ave, Paterson NJ 07503

If you cancel this contract within the three-day period, you are entitled to a full refund of your deposit. Refunds must be made within 30 days of the contractor's receipt of the cancellation notice.

PERMITS

- Challenger Fence Inc. WILL NOT install any fence without an approved permit.
- Client is responsible for applying and acquiring any necessary permits for the fence installation. A copy of the approved permit needs to be provided to Challenger Fence Inc. in order to receive an installation date. No installation date will be given prior to an approved permit.
- Challenger Fence Inc. will only obtain necessary permits for the fence installation if specified in the "Quote".
- Client is responsible for providing a scaled copy of the property survey in order to obtain necessary permits. A permit cannot be obtained without a survey.
- Client will be responsible for paying for all permit fees. Permit fees, determined by your municipality, will be added to the end balance.
- Client is responsible for contacting their local municipality to schedule final inspection to close out the permit.

SCHEDULING

- Challenger Fence Inc. will make every effort to install Client's fence in the anticipated timeframe that we provide you.
- Placement on Challenger Fence Inc. schedule will occur when we have:
 1. A valid signed quote
 2. A 50% deposit
 3. An approved permit
- Schedule is determined by order of received contracts having all 3 points listed above.
- Custom fences and or gates may result in longer wait times. Custom fences/gates will not be ordered until Challenger Fence Inc receives an approved permit.
- If completion date is not met by Challenger Fence Inc. we shall not be held responsible for any delays to landscaping or any other projects at the jobsite.
- Challenger Fence Inc. schedule may be affected by weather, delays in jobs signed prior, employee illness, emergencies, product availability, customer availability, and other circumstances beyond our control.
- Any installation date given is subject to change without notice.

MARKOUTS

- Challenger fence participates in the NJ One Call 811 program for marking underground lines and will submit a ticket in advance of scheduled installation. Utility and water companies will flag any public underground lines. Private lines are the sole responsibility of the Client.
- Client assumes all responsibility for marking of any private lines, ie; sprinklers, underground pipes, pool lines, gas lines, electrical lines, invisible dog fence, etc.
- Challenger Fence Inc. shall not be responsible for any damages to or resulting from private lines and structures that are not clearly marked.
- Client is responsible for all repairs of any damage outlined within this paragraph.
- Client is responsible for supplying water and electricity needed during the erection of the fence.

INSTALLATION

- Challenger Fence Inc. will not determine layouts based on property surveys and will not locate property pins.
- Client assumes all responsibility for placement of the fence including determining property lines. Prior to start of the fence installation, client must make themselves available to demonstrate desired fence placement. Our installer will discuss fence locations with Client prior to commencing work and have the Client sign off on location and/or any variations to our quote.
- If the Client does not make themselves available, or if Client does not know where fences are to be placed, there may be delays in the scheduled installation.
- Challenger Fence Inc. will assume no liability for incorrect placement of fence.
- Challenger Fence Inc. will not be responsible for any issues, discrepancies, disputes, etc. in regards to property lines. Challenger Fence Inc. is not responsible for any fines/fees etc. resulting from violations.
- Additional charges will apply if a job is changed or modified during installation.
- Installation crews are not authorized to make any decision on requests that are not listed in the quote. Any additional requests during the fence installation will need a written and signed approved Change Order by Challenger Fence Inc. and the Client prior to commencement of work. Change Orders will be quoted and charged the applicable unit price for actual amounts installed.
- Client agrees to provide cleared proper access to area of fence installation, defined as a minimum of 24" clearance between all fence lines, unless other arrangements have been made on this contract. Cleared area must be free of all vegetation, landscaping, landscape rocks, and other objects.
- Take down and removal of the old fence means only materials above ground will be cleared. Any trees, bushes, vines, wire or overgrown vegetation on the old fence will be charged as indicated on the quote.
- Challenger fence is not allowed to remove or dispose of any dirt/rocks that originate from the digging of holes to our waste disposal facilities as instructed by the state DEP.
- Client can designate a specific location on your property that you would like our installation crew to bring the dirt/rocks. If location is not designated the crew will spread the dirt in areas immediately close to the fence line.
- Fences cannot follow all terrain which may result in gaps under the fence. The Client is responsible to fill gaps between the ground and the bottom of the fence.
- Challenger Fence Inc. accepts no responsibility for any damage to plants, trees, shrubs or grass while erecting the fence.
- Challenger Fence Inc. will not backfill any post holes the need to be placed in asphalt, a 2"-3" depth will be left below the asphalt.
- Challenger Fence Inc. will not reinstall any pavers. Client is responsible to have their mason cut and reinstall pavers around posts.
- Direction of the gate opening has to be decided prior to the installation of the gate. If the direction of the gate opening is changed, the gate posts will have holes where the hinge was originally installed. The only way to address the holes in the gate post is either covering the holes with screws or replacing the gate posts. If a change in the direction of the gate opening is requested after the gate is installed, additional fees will apply.
- Custom opening gates will not be installed on the same day. Timeframe and scheduling of custom gates are dependent on size, style and manufacturing production schedule.
- Changing location of holes already dug for posts, sections and/or gates already installed will result in additional fees.
- Challenger Fence Inc. STRONGLY recommends that you do NOT move, shake or disturb any of the posts or fence sections after installation, as they still have wet cement that has not yet solidified. Should any posts and/or sections show signs of disturbance an additional fee will be assessed and charged to rectify the disturbance.
- Installation of a "CHALLENGER FENCE, INC" sign on the fence is standard procedure. If you wish not to have the sign installed on your fence, you would need to contact the office 24 hours prior to the installation date and notify.
- Client shall report any defects and problems regarding fence material or installation in writing along with photos. Challenger Fence Inc. will then have a representative out to assess the issue.

PAYMENTS

- All final payments are to be made in full upon completion, including any extra costs, by the person named on the quote.
- The full balance due must be received in our offices within 3 business days after the due date stated on the final invoice.
- Client agrees to make payment in accordance with the terms of the "Quote". If payment is not made in accordance with payment terms, Challenger Fence Inc. reserves the right to pursue legal action.
- Until this Contract is paid in full the Client has no ownership interest in fence material installed at the property. Challenger Fence Inc. reserves the right to pursue lien placement and repossess all materials used in fence installation.
- In the event where the unpaid balance is referred to a collection agency and/or law firm, the Client will be liable for all costs including legal fees.

WARRANTY

- Client acknowledges acceptance of Challenger Fence Inc warranty. If charges for fence projects are not paid in full in accordance with the terms of the contract, any warranty that would be offered to the client becomes null and void.
- Warranty applies to the original purchaser listed on the "Quote".
- Gates and gate hardware are not covered under warranty.

1 YEAR LABOR WARRANTY

Challenger Fence Inc. warrants all our workmanship from 1 year of the installation, once completed, approved by the Client and/or end Customer. This warranty only applies to labor (product is warranted separately). The warranty will be null and void if it is determined that a repair is required due to negligence, misuse, abuse, vandalism, vehicular damage, "Act of Nature" (i.e. impact of objects, fire, flood, hurricane, tornado, other storms or casualties), or performance of work at the site by a party other than Challenger Fence Inc.

VINYL WARRANTY:

Challenger Fence Inc., warrants the product against the specified defects in material and workmanship occurring as a direct result of the manufacturing process, under normal use and service, during the period of time stated and subject to the terms and conditions of this warranty.

Vinyl fence materials are warranted against manufacturing defects in material workmanship that result in corroding, blistering, peeling, flaking, and abnormal weathering and discoloration. For an entity other than a living person, or a commercial or retail application, of for a property with multiple owner, this limited warranty will be for a period of 20 years.

Gates are not covered under warranty due to the fact they are a moving part of the fence and can become damaged by a storm or by abuse. When a gate is left open or unlocked during a storm the gate can slam, thus causing damage. Make sure your gates are locked during storms and if you have a double gate make sure all drop rods are secured to better reinforce your double gate. For any gate storm damage we will work with you to get the replacement parts at cost. Contact your Home Owners Insurance for Storm damage reimbursement.

All Solar Post Caps are not covered under warranty due to the fact these are electric components and are not manufactured by us. All Solar Caps include a 1 year replacement warranty by the manufacture. Rechargeable batteries carry no warranty.

Any claims for defects under this limited warranty must be made to Challenger Fence Inc., 53 Kentucky Ave, Paterson NJ 07503 within the warranted period and promptly after discovery of the claimed defect, describing the defect claimed, together with proof of purchase and nature of claim (including photos). If, after inspection, the manufacturer determines that the claim is in accordance with the terms of limited warranty, then the manufacturer agrees as its option to replace the section of part of the product in the geographical area, whichever shall be less. Labor, installation, and any similar costs are excluded herein and shall not be paid by the manufacturer.

This limited warranty is void if any of the following occurs: (a) improper application techniques; (b) misuse, neglect or improper storage; (c) altering or changing the product by use of applied heat, welding, solvents, epoxies or any other alterations beyond manufacturer's control; (d) impact of objects, fire, flood, hurricane, tornado or other storms or casualty, or "Acts of God"; (e) painting the surface of the product; (f) adverse effects of air pollution and normal weathering of surfaces; (g) impact of nearby heat sources, ie. Grills, outdoor fireplaces, etc.

WOOD WARRANTY:

Wood is subject to some degree of warping, splitting, and or cracking following the installation. These cosmetic changes that appear are normal and will not affect the structure or stability of the fence. Exclusions for wood fences include: warpage, shrinkage, cupping or other changes that are characteristics of wood exposed to the elements. Flaws in wood material such as hair line cracks or splits that do not weaken the fence and will not be replaced. No warranty is offered or implied against these conditions.

CHAIN LINK WARRANTY:

Chain Link material will be warranted from defects in material including peeling, blistering and from the development of red rust over five percent (5%) of the surface for a period of (12) years from the date of purchase.

ALUMINUM WARRANTY:

Aluminum fence is backed by a Limited Lifetime Warranty. The guarantee covers against rust, defects in workmanship and materials, as well as chipping, peeling, or cracking of the finish. The Limited Lifetime coverage remains in effect for the lifetime of the original purchaser and is not transferable.



NEW JERSEY COOPERATIVE PURCHASING ALLIANCE

ONE BERGEN COUNTY PLAZA, HACKENSACK, N.J. 07601

NOTICE OF AWARD
COUNTY OF BERGEN
ADMINISTRATION & FINANCE, DIVISION OF PURCHASING
REGISTERED COOPERATIVE PRICING SYSTEM #11-BeCCP
REGISTERED BERGEN COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM #CK04

Service/Commodity:	Catalog / Fencing Furnish, Deliver & Install Various Types of Fencing
Bergen County Bid #:	24-07
Contract Period:	March 20, 2024 through March 19, 2026 (24-Months)
Board of County Commissioners Resolution:	# 0258-24 dated March 6, 2024
Vendors:	Absolute Fence Service
	Bergen Fence LLC
	Challenger Fence Inc.
	Fox Fence Enterprises, Inc.
	GiaCorp Contracting, Inc.
	Guardian Fence
	Senco Metals LLC

PRICES:

Unit prices quoted shall be firm unless otherwise stated herein, net exclusive of all taxes and must include all transportation, delivery and unloading costs, fully prepaid FOB destination, inside delivery debris removed.

AVAILABILITY OF COUNTY CONTRACT PRICES AND AGREEMENT:

The County Supplier agrees to make his products and county contract prices available to all Local Government Jurisdictions (Municipalities, Authorities and Public School Districts et al) which are enrolled in the County's Registered Cooperative Programs. Each Local Government deciding to take advantage of the subject prices shall itself be directly responsible for having drawn up and executed whatever Contractual Instrument it deems necessary for governing business relations between itself and the supplier.

DELIVERY ARRANGEMENTS, PLACEMENT OF ORDERS AND UNAPPROVED SUBSTITUTES:

All deliveries are to be made within the time period stated on the "Price Information Sheet". If the delivery time is not stated on the "Price Information Sheet" then delivery shall be ten (10) days of the receipt of order. Vendor must accept written Purchase Orders or authorized verbal request from authorized Personnel. Emergency deliveries are to be made within twenty-four (24) hours of receipt of a telephone request from Authorized Personnel. Participants are authorized to accept only those items covered by County Contract. Compliance with this requirement is a joint responsibility of the participant and the vendor.

www.BergenBids.com



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-530

Resolution authorizing the purchase of a new emergency electric generator for DPW utilizing capital funds totaling \$59,950. Generator to be purchased from Warshauer Generator, LLC under the Hunterdon County Co-Op Contract #HCESSCat/Ser-24-11.



RESOLUTION NO. 2024-530

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

RESOLUTION AUTHORIZING THE PURCHASE OF A NEW EMERGENCY ELECTRIC GENERATOR FOR DPW

WHEREAS, the City has a need to purchase a new emergency electric generator for the Department of Public Works; and

WHEREAS, the City has obtained the attached quotes totaling \$59,950.00 from Warshauer Generator, LLC under the Hunterdon County Co-Op Contract #HCESC-Cat/Ser-24-11; and

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

WHEREAS, the Chief Financial Officer has certified that funds are available in the following account: C-04-55-998-186-002. The maximum amount of the pending contract is as stated in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council, of the City of Asbury Park (the "City"), in the County of Monmouth, State of New Jersey authorizes the purchase outlined in this Resolution for a total amount of \$59,950.00.

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 Deputy Director of DPW.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-530 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

WARSHAUER



Generator, LLC

800 Shrewsbury Avenue, Tinton Falls, NJ 07724 Phone: 732-741-6400 Fax: 732-741-3866
 WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR YOUR CONSIDERATION:

TO: CITY OF ASBURY PARK	60 KW LIQUID COOL NATURAL GAS GENERATOR
ATTN: GREG TORO	JOB NAME: PUBLIC WORKS – 9 MAIN STREET
PAGE: 1 OF 2	QUOTED BY: JEFF BLACK
QUOTE NUMBER: JB230721-2	DATE: 11/6/2024

HUNTERDON COUNTY PRICE: \$59,950.00
 Contract # HCESC- Cat/Ser-24-11

The Discounted price for the Generator & ATS switch is \$48,773.20 ✓✓
 The additional \$11,176.80 is for the INSTALLATION of the Generator & ATS & accessories, plus delivery & start up.

GENERATOR

Quantity 1 – Generac RG06024GNAX

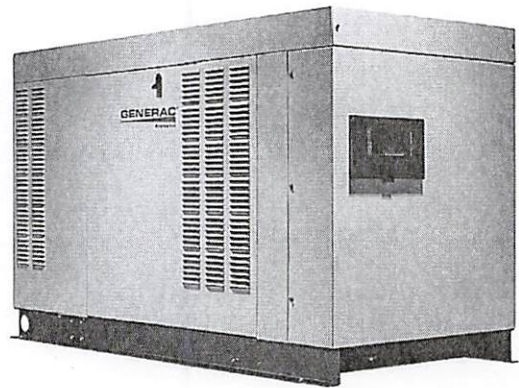
- Liquid Cooled Standby
- Kilowatts - 60
- Voltage - 120/208V 3ø
- Fuel Type – Natural Gas or Liquid Propane Vapor
- Enclosure - Aluminum Enclosure
- Wi-fi Connectivity
- 5 Year Limited Warranty

AUTOMATIC TRANSFER SWITCH

Quantity 1 – Automatic Transfer Switch RTSN400

- Amperage: 400
- Voltage: 120/208V 3ø
- Non-Service Entrance Rated
- NEMA 3R Enclosure

Block Heater-7992
Cold weather Kit- 7990
Battery 27
Tilt Bed Delivery
Start UP



INSTALLATION OF GENERATOR & TRANSFER SWITCH

Installation of Generac RG60kw Generator to replace existing standby generator.
 Pricing includes reconnection to existing underground electrical wiring. Supply/install new gas service to generator from existing exterior gas meter. Installation of new automatic transfer switch. Start up and test system with factory-trained technicians.

NOTE: Modifications to existing gas service (if required) will be responsibility of the Owner; Owner will be responsible for any/all fees from NJNG.

PLEASE NOTE:

Any modifications to existing natural gas main and/or meter will be responsibility of NJNG and township.

Standard Warranty:

- Years 1 and 2 – limited comprehensive coverage on miles, labor, and parts.
- Year 3 – limited comprehensive coverage on parts only.
- Years 4 and 5 – Limited comprehensive coverage on engine (short block) and alternator (rotor and stator) parts only.

Extended Warranties:

Generac offers 5, 7, and 10-year extended warranties that cover parts labor and limited travel for the duration of the warranty.

- **5 year extended: \$750.00 (plus tax)**
Covers 5 years for *Parts, Labor and Limited Travel are included*
- **7 year extended: \$1065.00 (plus tax)**
Covers 7 years for *Parts, Labor and Limited Travel are included*
- **10 year extended: \$1,485.00 (plus tax)**
Covers 10 years for *Parts, Labor and Limited Travel are included*

NOTES: _____

_____ Warshauer Generator shall invoice upon shipment from manufacturer's factory.

- All invoices are NET 30 Days, subject to credit approval, are due in 30 days, regardless of whether equipment delivery has been taken. Payment obligations are not dependent or contingent upon the way purchaser may receive payment from others.
- Freight is allowed and is FOB factory. Shipment will be via common carrier in a closed top truck, unless otherwise specified: you to off-load.
- If the tilt bed driver is asked to wait, a \$100.00 per hour fee will be assessed. If job site conditions require rigging a \$100.00 per hour rigging fee will be assessed, if we are not made aware of the requirement in advance.
- This quotation is based on Warshauer's interpretation of the specification and covers materials listed only. Please check plans and specifications for compliance with job requirements.
- Pricing is valid for 30 days.

Thank you for the opportunity to quote. If you have any questions, please feel free to contact the undersigned at 732-741-6400, extension 4132 or e-mail at JBLACK@WARSHAUER.COM
DIRECT LINE: 848-257-0197 CELL# 908-433-0141

GENERAC

LIST PRICE	30% DISCOUNT	FINAL SELL	DESCRIPTION
\$ 43,068.18	\$ 12,920.45	\$ 30,147.73	MLT6SKDS-STD4 - 6kW Mobile Light Tower
\$ 72,061.07	\$ 21,618.32	\$ 50,442.75	MDG25IF4-STD3 - Generac Magnum MDG25IF4 Mobile Diesel Generator
\$ 111,701.29	\$ 33,510.39	\$ 78,190.90	MMG45IF4-STD3 - Mobile Diesel Generator - Trailer Mount, Isuzu Final Tier 4
\$ 182,140.18	\$ 54,642.05	\$ 127,498.13	MDG75DF4-STD3 - Generac Magnum MDG75DF4 Mobile Diesel Generator
\$ 317,413.21	\$ 95,223.96	\$ 222,189.25	MDG175DF4-STD3 - Generac Magnum MDG175DF4 Mobile Diesel Generator
\$ 352,508.68	\$ 105,752.60	\$ 246,756.08	MDG250DF4-STD3 - Generac Magnum MDG250DF4 Mobile Diesel Generator
\$ 34,168.43	\$ 10,250.53	\$ 23,917.90	RG02515GNAX - Protector Gaseous 25kW 120/208 3P Liquid-Cooled Generator
\$ 34,168.43	\$ 10,250.53	\$ 23,917.90	RG02515GNAX - Protector Gaseous 25kW 120/208 3P Liquid-Cooled Generator
\$ 34,168.43	\$ 10,250.53	\$ 23,917.90	RG02515JNAX - Protector Gaseous 25kW 120/240 3P Liquid-Cooled Generator
\$ 36,598.79	\$ 10,979.64	\$ 25,619.15	RG03015ANAX - Protector Gaseous 30kW 120/240 1P Liquid-Cooled Generator
\$ 36,598.79	\$ 10,979.64	\$ 25,619.15	RG03015JNAX - Protector Gaseous 30kW 120/240 3P Liquid-Cooled Generator
\$ 36,598.79	\$ 10,979.64	\$ 25,619.15	RG03015GNAX - Protector Gaseous 30kW 120/208 3P Liquid-Cooled Generator
\$ 47,088.50	\$ 14,126.55	\$ 32,961.95	XG03245ANAX - Protector Gaseous 32kW 120/240 1P Liquid-Cooled Generator
\$ 47,088.50	\$ 14,126.55	\$ 32,961.95	XG03245CNAX - Protector Gaseous 32kW 120/208 3P Configurable Liquid-Cooled Generator
\$ 51,797.64	\$ 15,539.29	\$ 36,258.35	XG04045ANAX - Protector Gaseous 40kW 120/240 1P Liquid-Cooled Generator
\$ 52,680.61	\$ 15,804.18	\$ 36,876.43	XG04045CNAX - Protector Gaseous 40kW 120/208 3P Configurable Liquid-Cooled Generator
\$ 51,493.50	\$ 15,448.05	\$ 36,045.45	RG04845JNAX - Protector Gaseous 48kW 120/240 3P Liquid-Cooled Generator
\$ 51,493.50	\$ 15,448.05	\$ 36,045.45	RG04845KNAX - Protector Gaseous 48kW 277/480 3P Liquid-Cooled Generator
\$ 51,493.50	\$ 15,448.05	\$ 36,045.45	RG04845ANAX - Protector Gaseous 48kW 120/240 1P Liquid-Cooled Generator
\$ 63,178.29	\$ 18,953.49	\$ 44,224.80	RG06045KNAX - Protector Gaseous 60kW 4.5L 277/480 3P Liquid-Cooled Generator,
\$ 63,178.29	\$ 18,953.49	\$ 44,224.80	RG06045JNAX - Protector Gaseous 60kW 4.5L 120/240 3P Liquid-Cooled Generator
\$ 63,178.29	\$ 18,953.49	\$ 44,224.80	RG06045ANAX - Protector Gaseous 60kW 4.5L 120/240 1P Liquid-Cooled Generator
\$ 63,178.29	\$ 18,953.49	\$ 44,224.80	RG06045GNAX - Protector Gaseous 60kW 4.5L 120/208 3P Liquid-Cooled Generator *
\$ 82,698.50	\$ 24,809.55	\$ 57,888.95	RG08045ANAX - Protector Gaseous 80kW 120/240 1P Liquid-Cooled Generator
\$ 82,698.50	\$ 24,809.55	\$ 57,888.95	RG08045GNAX - Protector Gaseous 80kW 120/208 3P Liquid-Cooled Generator
\$ 82,698.50	\$ 24,809.55	\$ 57,888.95	RG08045KNAX - Protector Gaseous 80kW 277/480 3P Liquid-Cooled Generator
\$ 82,698.50	\$ 24,809.55	\$ 57,888.95	RG08045JNAX - Protector Gaseous 80kW 120/240 3P Liquid-Cooled Generator
\$ 92,945.00	\$ 27,883.50	\$ 65,061.50	RG10090ANAC - Protector Gaseous 100kW 120/240 1P Liquid-Cooled Generator
\$ 92,945.00	\$ 27,883.50	\$ 65,061.50	RG10090JVAC - Protector Gaseous 100kW 120/240 3P Liquid-Cooled Generator
\$ 92,945.00	\$ 27,883.50	\$ 65,061.50	RG10090GNAC - Protector Gaseous 100kW 120/208 3P Liquid-Cooled Generator
\$ 92,945.00	\$ 27,883.50	\$ 65,061.50	RG10090KVAC - Protector Gaseous 100kW 277/480 3P Liquid-Cooled Generator
\$ 98,781.18	\$ 29,634.35	\$ 69,146.83	RG13090ANAC - Protector Gaseous 130kW 120/240 1P Liquid-Cooled Generator
\$ 98,781.18	\$ 29,634.35	\$ 69,146.83	RG13090JNAC - Protector Gaseous 130kW 120/240 3P Liquid-Cooled Generator
\$ 98,781.18	\$ 29,634.35	\$ 69,146.83	RG13090GNAC - Protector Gaseous 130kW 120/208 3P Liquid-Cooled Generator
\$ 98,781.18	\$ 29,634.35	\$ 69,146.83	RG13090KNAC - Protector Gaseous 130kW 277/480 3P Liquid-Cooled Generator
\$ 112,576.36	\$ 33,772.91	\$ 78,803.45	RG15090ANAC - Protector Gaseous 150kW 120/240 1P Liquid-Cooled Generator

Attachment: DPW GENERATOR QUOTE 12.12.24 (2024-530 : Authorizing the purchase of new generator



**HUNTERDON COUNTY EDUCATIONAL SERVICES
COMMISSION COOPERATIVE PURCHASING
PROGRAM**

37 Hoffmans Crossing Road, Califon, NJ 07830

<https://purchasing.hcesc.com>

#34HUNCCP

**Generators & Portable Light Towers, Preventative
Maintenance & Repairs #HCESC-Cat/Ser-24-11**

Effective August 26, 2024 through August 26, 2026

Shipping shall be FOB Destination.

Awarded Vendor:

Warshauer Generator, LLC

800 Shrewsbury Avenue

Tinton Falls, NJ 07724

Customer Service: Melissa Baxter mbaxter@warshauer.com

Ph: 732-741-6400

30% Discount on New Equipment for Generac, Kohler, & Bobcat

Price List

<u>Generac</u>	<u>Kohler</u>	<u>Bobcat</u>
----------------	---------------	---------------

Labor Rates - All Counties

Diagnostic	\$200/Hour
Repair	\$220/Hour
Preventative Maintenance	\$210/Hour
Installation (New)	\$225/Hour
20% Materials Markup	

*Document your PO's with "Pricing per Hunterdon County ESC Cooperative -
Generators & Portable Light Towers, Preventative Maintenance & Repairs Bid
#HCESC-Cat/Ser-24-11".*

Questions? Lisa, lperry@hunterdonesc.org Ph: (908) 439-4280 x1474

Attachment: DPW GENERATOR QUOTE 12.12.24 (2024-530 : Authorizing the purchase of new generator for the DPW)

\$ 112,576.36	\$ 33,772.91	\$ 78,803.45	RG15090GNAC - Protector Gaseous 150kW 120/208 3P Liquid-Cooled Generator
\$ 112,576.36	\$ 33,772.91	\$ 78,803.45	RG15090JNAC - Protector Gaseous 150kW 120/240 3P Liquid-Cooled Generator
\$ 112,576.36	\$ 33,772.91	\$ 78,803.45	RG15090KNAC - Protector Gaseous 150kW 277/480 3P Liquid-Cooled Generator
\$ 856.14	\$ 256.84	\$ 599.30	RXSC100A3 - Generac Smart Switch, Non-service Rated, 100 amps, 120/240, 1ø, NEMA 3R
\$ 1,774.39	\$ 532.32	\$ 1,242.08	RXSW100A3 - Smart Switch 100 Amp Service Rated 120/240 1ø NEMA 3R
\$ 2,510.46	\$ 753.14	\$ 1,757.33	RTSN100G3 - Automatic Transfer Switch 100 Amps, 120/208 3P, NEMA 3R, Non-Service Rated
\$ 2,510.46	\$ 753.14	\$ 1,757.33	RTSN100J3 - Automatic Transfer Switch 100 Amps, 120/240 3P, NEMA 3R, Non-Service Rated
\$ 3,074.93	\$ 922.48	\$ 2,152.45	RTSN100K3 - Automatic Transfer Switch 100 Amps, 277/480 3P, NEMA 3R, Non-Service Rated
\$ 4,927.46	\$ 1,478.24	\$ 3,449.23	RTSW100G3 - Automatic Transfer Switch 100 Amps, 120/208 3P, NEMA 3R, Service Entrance Rated
\$ 4,927.46	\$ 1,478.24	\$ 3,449.23	RTSW100J3 - Automatic Transfer Switch 100 Amps, 120/240 3P, NEMA 3R, Service Entrance Rated
\$ 5,359.43	\$ 1,607.83	\$ 3,751.60	RTSW100K3 - Automatic Transfer Switch 100 Amps, 277/480 3P, NEMA 3R, Service Entrance Rated
\$ 2,078.82	\$ 623.65	\$ 1,455.18	RXSC200A3 - Generac Smart Switch, Non-service Rated, 200 amps, 120/240, 1ø, NEMA 3R
\$ 2,078.82	\$ 623.65	\$ 1,455.18	RXSW200A3 - Generac Smart Switch, Service Rated, 200 amps, 120/240, 1ø, NEMA 3R
\$ 3,769.36	\$ 1,130.81	\$ 2,638.55	RTSN200G3 - Automatic Transfer Switch 200 Amps, 120/208 3P, NEMA 3R, Non-Service Rated
\$ 3,769.36	\$ 1,130.81	\$ 2,638.55	RTSN200J3 - Automatic Transfer Switch 200 Amps, 120/240 3P, NEMA 3R, Non-Service Rated
\$ 4,061.71	\$ 1,218.51	\$ 2,843.20	RTSN200K3 - Automatic Transfer Switch 200 Amps, 277/480 3P, NEMA 3R, Non-Service Rated
\$ 6,665.96	\$ 1,999.79	\$ 4,666.18	RTSW200G3 - Automatic Transfer Switch 200 Amps, 120/208 3P, NEMA 3R, Service Entrance Rated
\$ 6,665.96	\$ 1,999.79	\$ 4,666.18	RTSW200J3 - Automatic Transfer Switch 200 Amps, 120/240 3P, NEMA 3R, Service Entrance Rated
\$ 6,996.21	\$ 2,098.86	\$ 4,897.35	RTSW200K3 - Automatic Transfer Switch 200 Amps, 277/480 3P, NEMA 3R, Service Entrance Rated
\$ 8,411.57	\$ 2,523.47	\$ 5,888.10	RTSW300A3 - Generac Smart Switch, Service Rated, 300 amps, 120/240, 1ø, NEMA 3R
\$ 6,079.50	\$ 1,823.85	\$ 4,255.65	RTSC400A3 - Generac Smart Switch, Non-service Rated, 400 amps, 120/240, 1ø, NEMA 3R
\$ 8,523.04	\$ 2,556.91	\$ 5,966.13	RTSW400A3 - Generac Smart Switch, Service Rated, 400 amps, 120/240, 1ø, NEMA 3R
\$ 6,497.71	\$ 1,949.31	\$ 4,548.40	RTSN400G3 - Automatic Transfer Switch 400 Amps, 120/208 3P, NEMA 3R, Non-Service Rated *
\$ 6,492.64	\$ 1,947.79	\$ 4,544.85	RTSN400J3 - Automatic Transfer Switch 400 Amps, 120/240 3P, NEMA 3R, Non-Service Rated
\$ 7,248.81	\$ 2,174.64	\$ 5,074.17	RTSN400K3 - Automatic Transfer Switch 400 Amps, 277/480 3P, NEMA 3R, Non-Service Rated
\$ 16,907.54	\$ 5,072.26	\$ 11,835.28	RTSN600J3 - Automatic Transfer Switch 600 Amps, 120/240 3P, NEMA 3R, Non-Service Rated
\$ 16,907.54	\$ 5,072.26	\$ 11,835.28	RTSN600G3 - Automatic Transfer Switch 600 Amps, 120/208 3P, NEMA 3R, Non-Service Rated
\$ 17,156.14	\$ 5,146.84	\$ 12,009.30	RTSN600K3 - Automatic Transfer Switch 600 Amps, 277/480 3P, NEMA 3R, Non-Service Rated
\$ 17,507.39	\$ 5,252.22	\$ 12,255.18	RTSN800J3 - Automatic Transfer Switch 800 Amps, 120/240 3P, NEMA 3R, Non-Service Rated
\$ 17,507.39	\$ 5,252.22	\$ 12,255.18	RTSN800G3 - Automatic Transfer Switch 800 Amps, 120/208 3P, NEMA 3R, Non-Service Rated
\$ 17,809.00	\$ 5,342.70	\$ 12,466.30	RTSN800K3 - Automatic Transfer Switch 800 Amps, 277/480 3P, NEMA 3R, Non-Service Rated

\$44,224.80
 + 4,548.40
 \$48,773.20 ✓
 + 11,176.80
 \$59,950.00 ✓



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-531

Resolution approving change order #4 for the 2022 Roadway Improvements Program in the amount of \$0.00. This change order represents increase and decrease to various item quantities to reflect as-built conditions.



RESOLUTION NO. 2024-531

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

RESOLUTION APPROVING CHANGE ORDER #4 FOR THE 2022 ROADWAY IMPROVEMENT PROGRAM

WHEREAS, the City Council of Asbury Park awarded a contract to S Brothers, Inc. August 9, 2023 for 2022 Roadway Improvements Program via Resolution #2023-406; and

WHEREAS, the original contract amount approved by the City Council was in the sum of five million thirty-one thousand one hundred sixty-eight and thirty-five cents (\$5,031,168.35); and

WHEREAS, the City has approved, via Resolution 2024-396, Change Order #1 resulting in an additional amount of eighty-two thousand nine hundred fifty dollars and zero cents (\$82,950.00) to the contract; and

WHEREAS, the City has approved, via Resolution 2024-419, Change Order #2 resulting in an additional amount of nine thousand eight hundred dollars and zero cents (\$9,800.00) to the contract; and

WHEREAS, the City has approved, via Resolution 2024-483, Change Order #3 resulting in a zero (\$0.00) dollar net change to the contract; and

WHEREAS, the City Engineer is requesting Change Order #4 representing various increases and decreases to various item quantities to reflect as-built conditions and resulting in a zero (\$0.00) dollar net change to the contract; and

WHEREAS, the execution of Change Order No. 4 will not cause the originally awarded contract price to be exceeded by more than 20% ;and

WHEREAS, the Chief Financial Officer has certified there are sufficient funds in the Capital account C-09-17-909-000-902 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 City Council of Asbury Park, County of Monmouth and State of New Jersey that Change Order 4 shall not exceed zero dollars and zero cents (\$0.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute Change Order Number 4 on behalf of the Governing Body.

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

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

BE IT FURTHER RESOLVED that a copy of this Resolution be provided S. Brothers, Inc., City Engineer, City Manager, CFO and City Purchasing Agent.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-531 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

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

SHEET NO. 1 OF 2
PROJECT NO. ASPK-00785

CHANGE ORDER NO. 4

DATE: December 9, 2024
PROJECT: 2022 Roadway Improvement Program
OWNER: City of Asbury Park
CONTRACTOR: S. Brothers, Inc.

DESCRIPTION OF CHANGE:

REDUCTIONS:

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

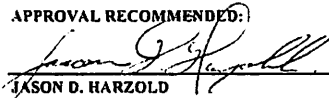
EXTRA:

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

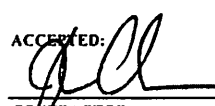
SUPPLEMENTARY:

SB-1 Cast Iron Driveway Box for Sanitary Cleanout

APPROVAL RECOMMENDED:


JASON D. HARZOLD
PRINCIPAL PROJECT MANAGER

ACCEPTED:


CONTRACTOR:
S. Brothers, Inc.

OWNER'S APPROVALS:

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

SEE ATTACHED DETAIL	ADDITIONAL	REDUCTION
A. TOTAL REDUCTIONS THIS C.O.	XXXXXXXXXX	\$29,040.00
B. TOTAL EXTRAS THIS C.O.	\$17,200.00	XXXXXXXXXX
C. TOTAL SUPPLEMENTARY THIS C.O.	\$11,840.00	XXXXXXXXXX
TOTALS THIS C.O.	\$29,040.00	\$29,040.00
NET CHANGE THIS CHANGE ORDER	\$0.00	\$0.00
PREVIOUS CHANGE ORDERS	\$356,872.00	\$264,122.00
TOTAL CHANGE ORDERS TO DATE	\$385,912.00	\$293,162.00
NET CHANGE IN CONTRACT	\$92,750.00	\$0.00

ORIGINAL CONTRACT BID PRICE

\$5,031,168.35

CHANGE ORDERS TO DATE

1.84%

\$92,750.00

REVISED CONTRACT PRICE

\$5,123,918.35

Attachment: CHANGE ORDER 4 S BROTHERS (2024-531 : Change Order #4 for the 2022 Roadway Improvement Program)



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-532

Resolution authorizing repairs to the 2017 Ford Police Interceptor Vehicle #28 to Accurate Auto Body in the amount of \$8,169.47 utilizing Police O&E Funds. PD is looking to make a claim to repair this vehicle and attempt to cover the deductible.



RESOLUTION NO. 2024-532

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

RESOLUTION AUTHORIZING THE REPAIRS TO THE 2017 FORD POLICE INTERCEPTOR VEHICLE #28

WHEREAS, the 2017 Ford Police Interceptor Vehicle #28 was involved in a motor vehicle accident, which was at no fault of the Police Department; and

WHEREAS, the City has solicited and obtained quotes from Accurate Auto Body, Inc. and Rich's Auto Body.; and

WHEREAS, the City is looking to make a claim to repair this vehicle and attempt to cover the deductible to PMA Management Corp. for reimbursement; and

WHEREAS, the City of Asbury Park is desirous of awarding the repairs needed to vehicle #28 to Accurate Auto Body, Inc. in an amount \$8,169.47; and

WHEREAS, the Chief Financial Officer has certified that funds are available in the following accounts 4-01-25-240-000-203. 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 repairs to the 2017 Ford Police Interceptor Vehicle #28 in the amount of \$8,169.47 and a copy of this Resolution shall be provided to the City Manager, CFO, Chief of Police, and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-532 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

ACCURATE AUTO BODY, INC.
 accurateautobodynj@gmail.com, 201
 THROCKMORTON ST., FREEHOLD, NJ 07728
 Phone: (732) 462-0131
 FAX: (732) 462-0776

Workfile ID: 32f61047
 PartsShare: 8g8LbG
 License Number: 02944A

Preliminary Estimate

Customer: Asbury Park Police

Job Number:

Written By: Arthur Schneider

Insured: Asbury Park Police
 Type of Loss:
 Point of Impact:

Policy #:
 Date of Loss:

Claim #:
 Days to Repair: 0

Owner:
 Asbury Park Police

Inspection Location:
 ACCURATE AUTO BODY, INC.
 accurateautobodynj@gmail.com
 201 THROCKMORTON ST.
 FREEHOLD, NJ 07728
 Repair Facility
 (732) 462-0131 Business

Insurance Company:

VEHICLE

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

VIN: 1FM5K8AR0HGD07615	Interior Color: Vehicle 28	Mileage In:	Vehicle Out:
License: 26291MG	Exterior Color: Black	Mileage Out:	
State: NJ	Production Date:	Condition:	Job #:

TRANSMISSION

Automatic Transmission
 4 Wheel Drive

POWER

Power Steering
 Power Brakes
 Power Windows
 Power Locks
 Power Mirrors
 Power Driver Seat
 Power Adjustable Pedals

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning
 Intermittent Wipers
 Tilt Wheel
 Cruise Control
 Rear Defogger
 Message Center
 Steering Wheel Touch Controls
 Rear Window Wiper
 Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag
 Passenger Air Bag
 Anti-Lock Brakes (4)
 4 Wheel Disc Brakes
 Traction Control
 Stability Control
 Front Side Impact Air Bags

Head/Curtain Air Bags

Xenon or L.E.D. Headlamps

SEATS

Cloth Seats
 Bucket Seats
 Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
 California Emissions

Preliminary Estimate

Customer: Asbury Park Police

Job Number:

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		EXHAUST SYSTEM					
2	Repl	Muffler	JB5Z5230C	1	1,526.87 m	0.9 M	
3		QUARTER PANEL					
4	*	Rpr RT Quarter panel				8.0	2.6
5		Add for Clear Coat					1.0
6	*	Rpr LT Quarter panel				8.0	2.6
7		Overlap Major Adj. Panel					-0.4
8		Add for Clear Coat					0.4
9	*	Blnd Fuel door					0.2
10	Repl	RT Wheel opng mldg	FB5Z7829164AA	1	55.72	0.4	
11	Repl	LT Wheel opng mldg	FB5Z7829165AA	1	54.62	0.4	
12	R&I	RT Upper molding				0.3	
13	R&I	LT Upper molding				0.3	
14		LIFT GATE					
15	*	Rpr Lift gate				6.0	2.3
16		Overlap Major Adj. Panel					-0.4
17		Add for Clear Coat					0.4
18	Repl	Emblem	CL3Z9942528C	1	26.62	0.2	
19	Repl	Nameplate "AWD"	5F9Z7442528D	1	23.60	0.1	
20	*	R&I Rear molding POLICE INTERCEPTOR				0.3	
21	R&I	Handle				0.3	
22	R&I	Upper trim panel camel/gray				Incl.	
23	R&I	Lower trim panel w/o power lift gate camel				0.4	
24		REAR LAMPS					
25	R&I	RT Tail lamp assy level 1				0.3	
26	Repl	LT Tail lamp assy level 1	FB5Z13405A	1	760.71	0.3	
27		REAR BUMPER					
28		O/H rear bumper				2.1	
29	Repl	Bumper cover w/o park sensors	FB5Z17K835ADPTM	1	611.17	Incl.	2.4
30		Add for Clear Coat					1.0
31	#	Prep Unprimed Bumper		1			0.8
32	Repl	Lower cover w/o auto park	FB5Z17F828A	1	451.14	Incl.	
33	Repl	RT Side support	FB5Z17D942C	1	25.60	0.1	
34	Repl	LT Side support	FB5Z17D943C	1	25.85	0.1	
35	Repl	RT Side bracket	FB5Z17D942A	1	32.57	0.1	
36	Repl	LT Side bracket	FB5Z17D943A	1	35.00	0.1	
37		MISCELLANEOUS OPERATIONS					
38	#	Setup & Measure		1		2.0 F	
39	#	Unibody Pull		1		3.0 F	
40	#	D&R Battery		1		0.3	
41	#	Reset Electronics		1		0.5	

Attachment: PD VEHICLE #28 QUOTES (2024-532 : Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28)

Preliminary Estimate

Customer: Asbury Park Police

Job Number:

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

42	#	Car Cover	1	15.00	0.4	
43	#	Remove decals	1		0.5	
44	#	Refn Tint Paint				0.5
45	#	Refn Feather Prime & Block				1.0
46	#	Mask/Back Tape Jamb	1	5.00	1.0	
47	#	Repl Flex Additive	1	8.00		
48	#	Repl Restore Corrosion Protection	1	30.00	0.4	
49	#	Repl Hardware/Clips	1	40.00		
50	#	Refn Color Sand & Buff				1.0
51	#	Clean For Delivery	1		0.5	
52	#	Hazardous Waste	1	5.00		
SUBTOTALS				3,732.47	37.3	15.4

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			3,732.47
Body Labor	31.4 hrs @	\$ 65.00 /hr	2,041.00
Paint Labor	15.4 hrs @	\$ 65.00 /hr	1,001.00
Mechanical Labor	0.9 hrs @	\$ 80.00 /hr	72.00
Frame Labor	5.0 hrs @	\$ 75.00 /hr	375.00
Paint Supplies	15.4 hrs @	\$ 42.00 /hr	646.80
Body Supplies	25.1 hrs @	\$ 12.00 /hr	301.20
Subtotal			8,169.47
Grand Total			8,169.47

Attachment: PD VEHICLE #28 QUOTES (2024-532 : Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28)

Preliminary Estimate

Customer: Asbury Park Police

Job Number:

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

MODEL: _____ VIN: _____

AUTHORIZATION TO REPAIR: I _____

BEING THE TRUE AND LAWFUL OWNER OF THE VEHICLE IDENTIFIED ABOVE HEREBY AUTHORIZE REPAIRS TO MY VEHICLE . I UNDERSTAND THE ADDITIONAL REPAIRS MAY BE NEEDED. THEIR COULD BE POSSIBLE HIDDEN DAMAGE FOUND AFTER THE TEAR DOWN. ACTUAL COST OF REPAIRS MAY NOT BE DETERMINED UNTIL REPAIRS ARE COMPLETE. I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR PAYMENTS OF ALL REPAIRS. THEREFORE I HEREBY GIVE AUTHORIZATION TO MAKE ANY AND ALL REPAIRS THAT ARE REPAIRED TO THIS SPECIFIC LOSS. YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE , THEFT, ACCIDENT OF ANY OTHER CAUSE BEYOND YOUR CONTROL. I UNDERSTAND ALL DEDUCTIBLES

CUSTOMER PAID REPAIRS, BETTERMENT, AND INSURANCE REPAIRS MUST BE PAID FULL BY FOLLOWING MEANS ; INSURANCE CHECK , CASH , MONEY ORDER , CASHIERS CHECKS OR CREDIT CARD.

SIGNATURE : _____

RIGHT TO RECEIVE REPLACED PARTS / WAIVER : A CUSTOMER OF THIS SHOP HAS THE RIGHT TO RECEIVE THE REPLACED PARTS FROM VEHICLE. CUSTOMER IS HEREBY NOTIFIED THAT THERE WILL BE A \$20.00 FEE PER DAY FOR STORING THE REPLACED PARTS UP TO 10 DAYS COMMENCING ON THE DATE THE VEHICLE IS DELIVERED OR THE DATE THE REPAIRS ARE PAID FOR , WHICH EVER COMES FIRST IF THE PARTS ARE NOT PICKED UP BY CUSTOMER AT THAT TIME. BY INITIALING BELOW I AM WAIVING MY RIGHT TO RECEIVE THE REPLACED PARTS. INITIALS _____

NOTICE OF RIGHT TO INSPECT REPAIRS BEFORE MAKING PAYMENT : CUSTOMERS OF THIS SHOP OR HIS/HER INSURANCE COMPANY HAVE THE RIGHT TO INSPECT THE REPAIRED VEHICLE BEFORE PAYING FOR THE REPAIRS. WARRANTY TERMS & LIMIT: THESE REPAIRS ARE COVERED BY A LIMITED WARRANTY. LABOR FOR A PERIOD OF LIFETIME OR AS LONG AS YOU OWN THE VEHICLE. PARTS AND MATERIALS SUBJECT TO THE TERMS AS EXTENDED BY EACH MANUFACTURER OR VENDER. WARRANTY REPAIRS TO BE PERFORMED AT SELLERS PLACE OF BUSINESS. SELLER HEREBY LIMITS IMPLIED WARRANTY TO THE TERMS AND PERIOD STATED.

STORAGE NOTICE : CUSTOMERS OF THIS FACILITY ARE HEREBY NOTIFIED THAT WE CHARGE STORAGE AT THE RATE OF \$45 PER DAY OUTSIDE AND \$55 PER DAY INSIDE ON VEHICLE LEFT AT OUR FACILITY THAT WE DO NOT REPAIR.

ESTIMATE DATE OF DELIVERY NOTICE: ESTIMATED DATE OF DELIVERY _____

ESTIMATE DATE OF DELIVERY MAY CHANGE DUE TO PARTS DELAY OR BACKORDERED PARTS, WEATHER CONDITIONS , INSURANCE RELATED DELAYS OR UNFORESEEN AND UNCONTROLLABLE FACTORS. WE APPRECIATE YOUR BUSINESS.

ANY PERSON WHO KNOWINGLY FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE OR MISLEADING INFORMATION IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

Attachment: PD VEHICLE #28 QUOTES (2024-532 : Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28)

Preliminary Estimate

Customer: Asbury Park Police**Job Number:**

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI Black

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 11/08/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Attachment: PD VEHICLE #28 QUOTES (2024-532 : Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28)

RICH'S AUTO BODY
 1602 ASBURY AVE, ASBURY PARK, NJ 07712
 Phone: (732) 775-1029
 FAX: (732) 775-1025

Workfile ID: 9338610e
 PartsShare: 8dLSpt
 Federal ID: 222619944
 License Number: 02359a

Preliminary Estimate

Customer: City of Asbury park

Job Number:

Written By: Rich Crompton

Insured: City of Asbury park
 Type of Loss:
 Point of Impact:

Policy #:
 Date of Loss:

Claim #:
 Days to Repair: 0

Owner:
 City of Asbury park
 1 Municipl Plaza
 Asbury Park, NJ 07712
 (732) 774-1300 Day

Inspection Location:
 RICH'S AUTO BODY
 1602 ASBURY AVE
 ASBURY PARK, NJ 07712
 Repair Facility
 (732) 775-1029 Day

Insurance Company:
 Car 28

VEHICLE

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

VIN: 1FM5K8AR0HGD07615
 License:
 State:

Interior Color:
 Exterior Color:
 Production Date:

Mileage In:
 Mileage Out:
 Condition:

Vehicle Out:
 Job #:

TRANSMISSION

Automatic Transmission
 4 Wheel Drive

POWER

Power Steering
 Power Brakes
 Power Windows
 Power Locks
 Power Mirrors
 Power Driver Seat
 Power Adjustable Pedals

DECOR

Dual Mirrors

Privacy Glass

Overhead Console

CONVENIENCE

Air Conditioning
 Intermittent Wipers
 Tilt Wheel
 Cruise Control
 Rear Defogger
 Message Center
 Steering Wheel Touch Controls
 Rear Window Wiper
 Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

SAFETY

Drivers Side Air Bag
 Passenger Air Bag
 Anti-Lock Brakes (4)
 4 Wheel Disc Brakes
 Traction Control
 Stability Control
 Front Side Impact Air Bags

Head/Curtain Air Bags

Xenon or L.E.D. Headlamps

SEATS

Cloth Seats
 Bucket Seats
 Reclining/Lounge Seats

WHEELS

Styled Steel Wheels

PAINT

Clear Coat Paint

OTHER

Rear Spoiler
 California Emissions

Preliminary Estimate

Customer: City of Asbury park

Job Number:

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Remove Lettering/Adhesive Clean Up		1	0.00	2.0	0.0
2	REAR BUMPER						
3		O/H rear bumper		0	0.00	2.1	0.0
4	Repl	Bumper cover w/o park sensors	FB5Z17K835ADPTM	1	619.85	Incl.	2.4
5		Add for Clear Coat		0	0.00	0.0	1.0
6	Repl	Lower cover w/o auto park	FB5Z17F828A	1	451.14	Incl.	0.0
7	Repl	RT Side support	FB5Z17D942A	1	32.97	0.1	0.0
8	Repl	LT Side support	FB5Z17D943A	1	35.43	0.1	0.0
9	REAR LAMPS						
10	Repl	LT Tail lamp assy level 1	FB5Z13405A	1	743.75	0.3	0.0
11	Repl	RT Tail lamp assy level 1	FB5Z13404A	1	706.61	0.3	0.0
12	LIFT GATE						
13	*	Rpr Lift gate		0	0.00	5.0	2.3
14		Add for Clear Coat		0	0.00	0.0	0.9
15	Repl	Nameplate "AWD"	5F9Z7442528D	1	23.60	0.1	0.0
16	R&I	Upper trim panel ebony		0	0.00	Incl.	0.0
17	*	R&I <u>Lower trim panel</u>		0	0.00	0.4	0.0
18	EXHAUST SYSTEM						
19	Repl	Muffler	JB5Z5230C	1	1,526.87 m	0.9	0.0
20	Repl	Muffler gasket	DA5Z9450A	1	18.17	0.0	0.0
21	Repl	RT Muffler bracket insulator	5F9Z5F262AA	1	13.32	0.0	0.0
22	QUARTER PANEL						
23	*	Rpr LT Quarter panel		0	0.00	10.0	2.6
24		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
25		Add for Clear Coat		0	0.00	0.0	0.4
26	*	Rpr RT Quarter panel		0	0.00	10.0	2.6
27		Overlap Major Adj. Panel		0	0.00	0.0	-0.4
28		Add for Clear Coat		0	0.00	0.0	0.4
29	#	Feather Edge Block and Reprime x 2		1	0.00	0.0	2.0
30	Repl	RT Wheel opng mldg	FB5Z7829164AA	1	55.05	0.4	0.0
31	#	Mask Quarter glass x 2		1	0.00	1.0	0.0
32	Repl	LT Wheel opng mldg	FB5Z7829165AA	1	53.82	0.4	0.0
33	#	Set Up		1	0.00	2.5 F	0.0
34	#	Pull for alignment		1	0.00	4.0 F	0.0
35	#	Denib/Wetsand & Buff (.5 Per Panel)		1	0.00	0.0	1.0
36	#	Flex		1	12.00 T	0.0	0.0
37	#	Cover Vehicle for Overspray (PRIMER)		1	10.00	0.3	0.0
38	#	Backtape Mask Jambs		1	10.00	0.3	0.0
39	#	Cover vehicle for overspray		1	20.00 T	0.5	0.0

Attachment: PD VEHICLE #28 QUOTES (2024-532 : Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28)

Preliminary Estimate

Customer: City of Asbury park

Job Number:

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

40	#	(Refinish) Hazardous Waste Removal	1	5.00 T	0.0	0.0
SUBTOTALS				4,337.58	40.7	14.8

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				4,300.58
Body Labor	34.2 hrs	@	\$ 60.00 /hr	2,052.00
Paint Labor	14.8 hrs	@	\$ 60.00 /hr	888.00
Frame Labor	6.5 hrs	@	\$ 60.00 /hr	390.00
Paint Supplies	14.8 hrs	@	\$ 40.00 /hr	592.00
Body Supplies	27.6 hrs	@	\$ 7.00 /hr	193.20
Miscellaneous				37.00
Subtotal				8,452.78
Grand Total				8,452.78

All work fully guaranteed...Parts prices subject to invoice.
 THIS IS AN ESTIMATE ONLY BASED ON OUR VISUAL INSPECTION.
 POSSIBLE FURTHER DAMAGE MAY BE EVIDENT AFTER DISMANTLING.

ANY PERSON WHO KNOWINGLY FILES A STATEMENT OF CLAIM CONTAINING ANY FALSE OR MISLEADING
 INFORMATION IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

Attachment: PD VEHICLE #28 QUOTES (2024-532 : Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28)

Preliminary Estimate

Customer: City of Asbury park

Job Number:

2017 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 11/15/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Attachment: PD VEHICLE #28 QUOTES (2024-532 : Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28)

Tracy Lizardi

From: Nicholas Townsend
Sent: Monday, November 25, 2024 8:52 AM
To: firstreport@pmagroup.com
Cc: Joseph Swansinger; JoAnn Boos; Tracy Lizardi; James Foster; Denise Callery; Michael Casey; Lorenzo Pettway; Daniel Kowsaluk; Guy Thompson
Subject: First Report - Car #28 - Asbury Park Police Department
Attachments: Car #28 Crash Report 24AP30236.pdf; Car #28 Photo 1.jpg; Car #28 Photo 2.jpg; Car #28 Photo 3.jpg; Car #28 Photo 4.jpg; Car #28 Photo 5.jpg; Car #28 Rich's Auto Quote (Updated).pdf; Car #28 Accurate Auto Body Quote.pdf; Car #28 Agin Signs Quote.pdf; Car #28 Geico Insurance Info.pdf

Good afternoon, please see attached crash report, photos and quotes for motor vehicle crash involving parked city owned marked patrol vehicle #28. Driver #1 observed by multiple Officers drive at a high rate of speed disregarding a stop sign and crashing into vehicle #2 which then collided with vehicle #3. Driver attempted to continue but crashed into a tree. Driver #1 charged with DWI and other multiple motor vehicle summonses along with criminal complaints. We are looking to make a claim to repair this vehicle and attempt to recover the deductible. It should be noted that the owner of vehicle #1 insurance company (Geico) contacted us regarding quotes for the damage. Her name is Melissa at phone number 317-795-3240 with incident #0448564960101027. If you have any further questions please feel free to contact me. Thank you.

Patrolman Nicholas Townsend
 Evidence Unit/Fleet
 Asbury Park Police Department
 1 Municipal Plaza
 Asbury Park, NJ 07712

Tel: (732) 502-5786

Fax: (732) 775-7845

mailto:nicholas.townsend@cityofasburypark.com



The information contained in this message and any attachment may be proprietary, confidential, and privileged or subject to the work product doctrine and thus protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent

responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited.

If you have received this communication in error, please notify me immediately by replying to this message and deleting it and all copies and backups thereof. Thank you.

Attachment: PD VEHICLE #28 QUOTES (2024-532 : Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28)

Packet Pg. 288

PAGE 2 OF 3 ☐ Fatal		New Jersey Police Crash Investigation Report										☒ Reportable ☐ Non-Reportable ☐ Change Report				
1 Case Number 24AP30236		10 Crash Occurred On: SPRINGWOOD AVENUE										11 Speed Limit 25				
2 Police Dept of ASBURY PARK PD		Code 01		☒ At Intersection With Road Name ELIZABETH AVENUE										12 Route No. Suffix 13 Milepost 25		
3 Station/Practinct APPD				☐ Feet ☐ N ☐ E of ☐ S ☒ W										16 Speed Limit 25		
4 Date of Crash mm dd yy 11/02/24		5 Day of Week SATURDAY		6 Time (use 2400 hrs) 1943		7 Municipality Code 1303		8 Total Killed --		9 Total Injured --		21 Latitude 40.215309		22 Longitude -74.023938		
23 Veh # 03		24 Policy No. 939 753 962		25 NJ Ins. Code 054		53 Veh #		54 Policy No.		55 NJ Ins. Code		01				
☐ Parked ☐ Ped ☐ Pedalcyclist ☐ Resp To Emergency ☐ HR & Run												☒ Parked ☐ Ped ☐ Pedalcyclist ☐ Resp To Emergency ☐ HR & Run				
26 Driver's First Name Initial Last Name BOB L BYRD		29 Sex M		56 Driver's First Name Initial Last Name		59 Sex						121a				
27 Number & Street P.O BOX 162				57 Number & Street								121b				
28 City ASBURY PARK		State Zip NJ 07712		58 City		State Zip						122				
30 Eyes 02		DL Class D		Restrictions		Endorsements		31 State NJ		60 Eyes		DL Class		61 State 00		
32 Driver's License Number B96790947308712		33 DOB mm dd yyyy 08/26/1971		34 Expires mm yy 01 18		62 Driver's License Number		63 DOB mm dd yyyy		64 Expires mm yy		123				
35 Owner's First Name Initial Last Name BOB L BYRD		65 Owner's First Name Initial Last Name										124				
☐ Same As Driver												125				
36 Number & Street P.O BOX 162		66 Number & Street										126a				
37 City ASBURY PARK		State Zip NJ 07712		67 City		State Zip						126b				
38 Make CHRY		39 Model PAC		40 Color GY		41 Year 2017		42 Plate No. A97RYD		43 State NJ		68 Make		69 Model		
44 VIN 2C4RC1BG7HR794849		45 Expires 03 25		74 VIN		75 Expires						126c				
46 Vehicle Removed To		76 Vehicle Removed To										126d				
☐ Driven ☐ Towed Disabled ☐ Towed Disabled & Impounded		☐ Driven ☐ Towed Disabled ☐ Towed Disabled & Impounded										126e				
☐ Left At Scene ☐ Towed Impounded		☒ Left At Scene ☐ Towed Impounded										126f				
47 Authority ☐ Owner ☐ Driver ☐ Police		77 Authority ☒ Owner ☐ Driver ☐ Police										127a				
48 Alcohol/Drug Test Given: ☒ No ☐ Yes ☐ Refused Type: ☐ Breath ☐ Blood ☐ Urine Results: 0, - % ☐ Pending		49 Hazardous Material ☒ None ☐ On Board ☐ Spill Type: ☐ Breath ☐ Blood ☐ Urine Results: 0, - % ☐ Pending		78 Alcohol/Drug Test Given: ☐ No ☐ Yes ☐ Refused Type: ☐ Breath ☐ Blood ☐ Urine Results: 0, - % ☐ Pending		79 Hazardous Material ☒ None ☐ On Board ☐ Spill Type: ☐ Breath ☐ Blood ☐ Urine Results: 0, - % ☐ Pending								127b		
50 Carrier No. ☐ USDOT ☒ None		51 GVWR/GCWR ☒ Weight <= 10,000 lbs ☐ Weight 10,001-26,000 lbs ☐ Weight >= 26,001 lbs		80 Carrier No. ☐ USDOT ☒ None		81 GVWR/GCWR ☒ Weight <= 10,000 lbs ☐ Weight 10,001-26,000 lbs ☐ Weight >= 26,001 lbs								127c		
52 Motor Carrier or Government Entity		82 Motor Carrier or Government Entity												127d		
Number & Street		Number & Street												127e		
City		City												127f		
State Zip		State Zip												128		
Level of Autonomy 150 - AVAILABLE ☒ 0 ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ Unknown		Level of Autonomy 151 - ENGAGED ☒ 0 ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ Unknown		Level of Autonomy 152 - AVAILABLE ☐ 0 ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ Unknown		Level of Autonomy 153 - ENGAGED ☐ 0 ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ Unknown								129		
135 Damage To Other Property ☐ Yes (If Yes, describe) ☒ No														130		
Oper. 136 Charge		137 Summons. No.		Oper. 138 Charge		139 Summons. No.								131		
Oper. 140 Charge		141 Summons. No.		Oper. 142 Charge		143 Summons. No.								132		
														133		
														134		
														135		
														136		
														137		
														138		
														139		
														140		
														141		
														142		
														143		
														144		
														145		
														146		
														147		
														148		
														149		
														150		
														151		
														152		
														153		
														154		
														155		
														156		
														157		
														158		
														159		
														160		
														161		
														162		
														163		
														164		
														165		
														166		
														167		
														168		
														169		
														170		
														171		
														172		
														173		
														174		
														175		
														176		
														177		
														178		
														179		
														180		
														181		
														182		
														183		
														184		
														185		
														186		
														187		
														188		
														189		
														190		
														191		
														192		
														193		
														194		
														195		
														196		
														197		
														198		
														199		
														200		

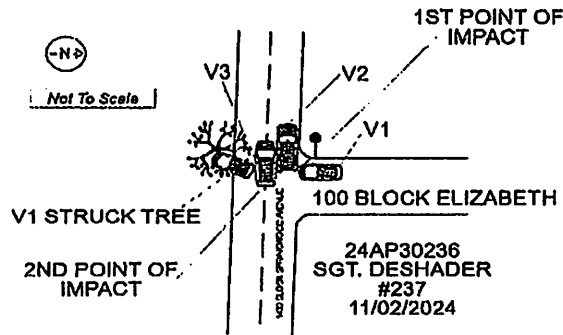
PAGE 3 OF 3

New Jersey Police
Crash Investigation ReportPolice Dept: ASBURY PARK PD Code: 01
Station: APPD Case No: 24AP30236

(Refer to vehicle by number)

	Veh Occ	Pos In/On	Eject	Phys Cond	Age	Sex	Loc Inj	Type Inj	Ref Med	Equip Avail	Equip Used	Bag Dept	Hosp Code	Names & Addresses of Occupants - If Deceased, Date & Time of Death
ALL INVOLVED	83	84	85	86	87	88	89	90	91	92	93	94	95	
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-

144 Crash Diagram (NOT TO SCALE)



145 Crash Description/Narrative

Vehicle 1 was observed by multiple police officers drive south on Elizabeth Avenue at a high rate of speed and disregarding the stop sign at Springwood Avenue and Elizabeth Avenue. Subsequently, vehicle 1 struck the rear passenger quarter panel of vehicle 2, which was pushed into vehicle 3 that was driving west on the 1400 block of Springwood Avenue. Vehicle 3 sustained damage to its entire passenger side. Vehicle 1 continued and came to a rest after striking a tree at a high rate of speed.

- 1303 E24 002520- 39:4-50 (Driving under the influence)
- 1303 E24 002521- 39:4-50.4A (Refusal to submit to chemical test)
- 1303 E24 002522- 39:4-144 (Disregard stop sign)
- 1303 E24 002523- 39:3-76.2F (Failure to wear seat belt)
- 1303 E24 002524- 39:4-96 (Reckless driving)
- 1303 E24 002525- 39:4-97 (Careless driving)
- 1303 E24 002526- 39:4-126(C) (Failure to signal before stop or decrease speed)
- 1303 E24 002527- 39:3-74 (Obstruction of windshield)
- 1303 E24 002528- 39:3-40 (Driving with suspended license)
- 1303 E24 002529- 39:3-29B (Failure to possess valid registration)
- 1303 E24 002530- 39:3-29C (Failure to possess valid insurance)

146 Officer's Signature DESHADER, S	147 Badge # 83237	148 Reviewer SGT. M. CASEY	Badge # 83220	149 Case Status ☐ Pending ☒ Complete
---	-----------------------------	--------------------------------------	-------------------------	--

Attachment: PD VEHICLE #28 QUOTES (2024-532 : Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28)



GEICO Indemnity Company

PO BOX 9510
Fredericksburg, VA 22403-9528

11/25/2024

Date Loss Reported to GEICO: 11/15/2024

City Of Asbury Park
To Whom It May Concern
1 Municipal Plz
Asbury Park, NJ 07712-7026

Company Name: GEICO Indemnity Company
Claim Number: 044856496 0101 027
Loss Date: Saturday, November 2, 2024
Policyholder: Kendra Williams
Policy Number: 4271589774
Driver: Richard Hammond

To Whom It May Concern,

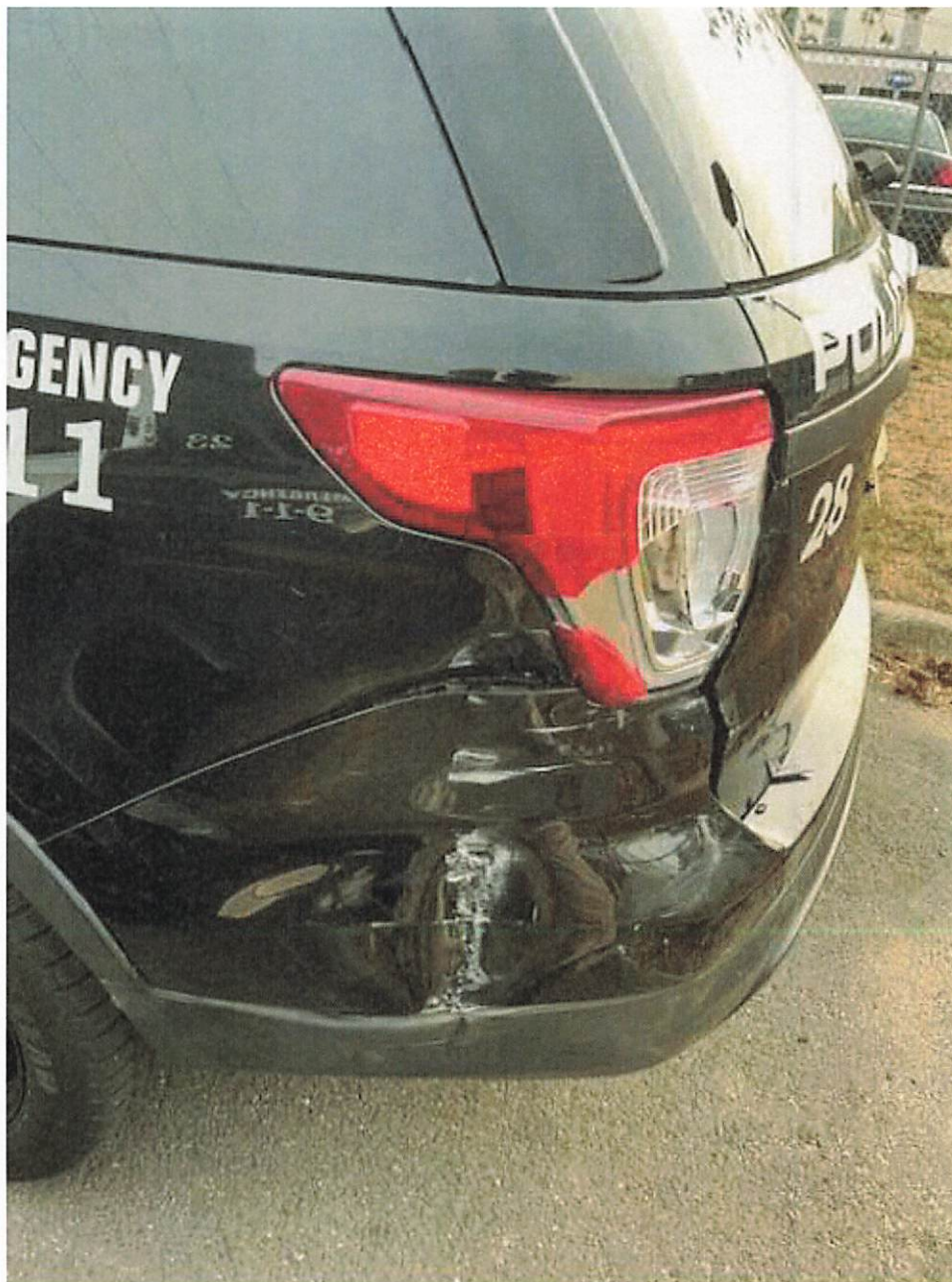
The processing of your property damage claim has been delayed because we need an estimate of the damages in order to issue payment and resolve your comprehensive/collision claim.

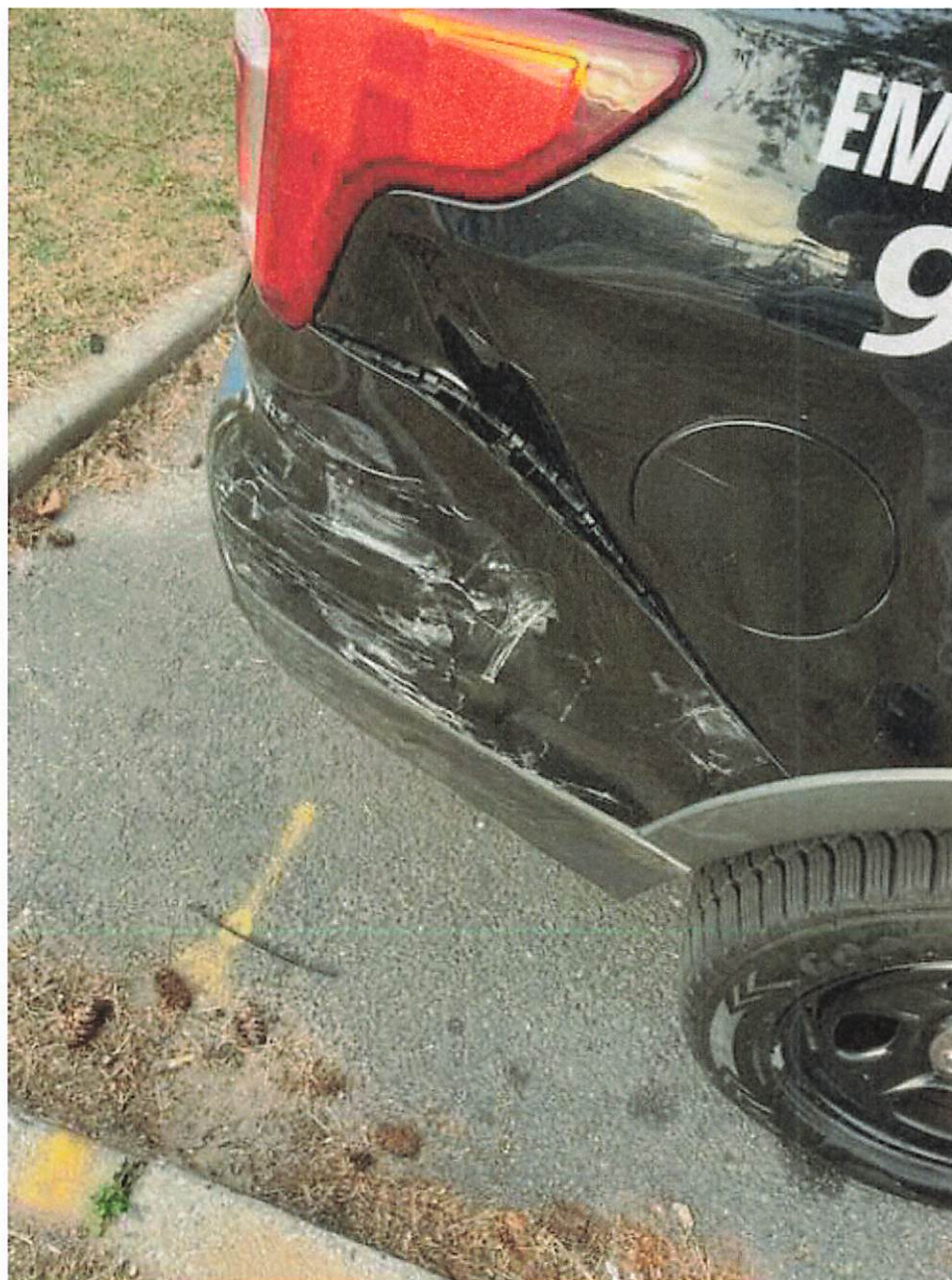
If you have any questions regarding your claim, please contact me at the number below.

Sincerely,

Melissa Hardy
317-795-3240
Claims Department
GEICO Toll-Free Number: 1-800-841-3000

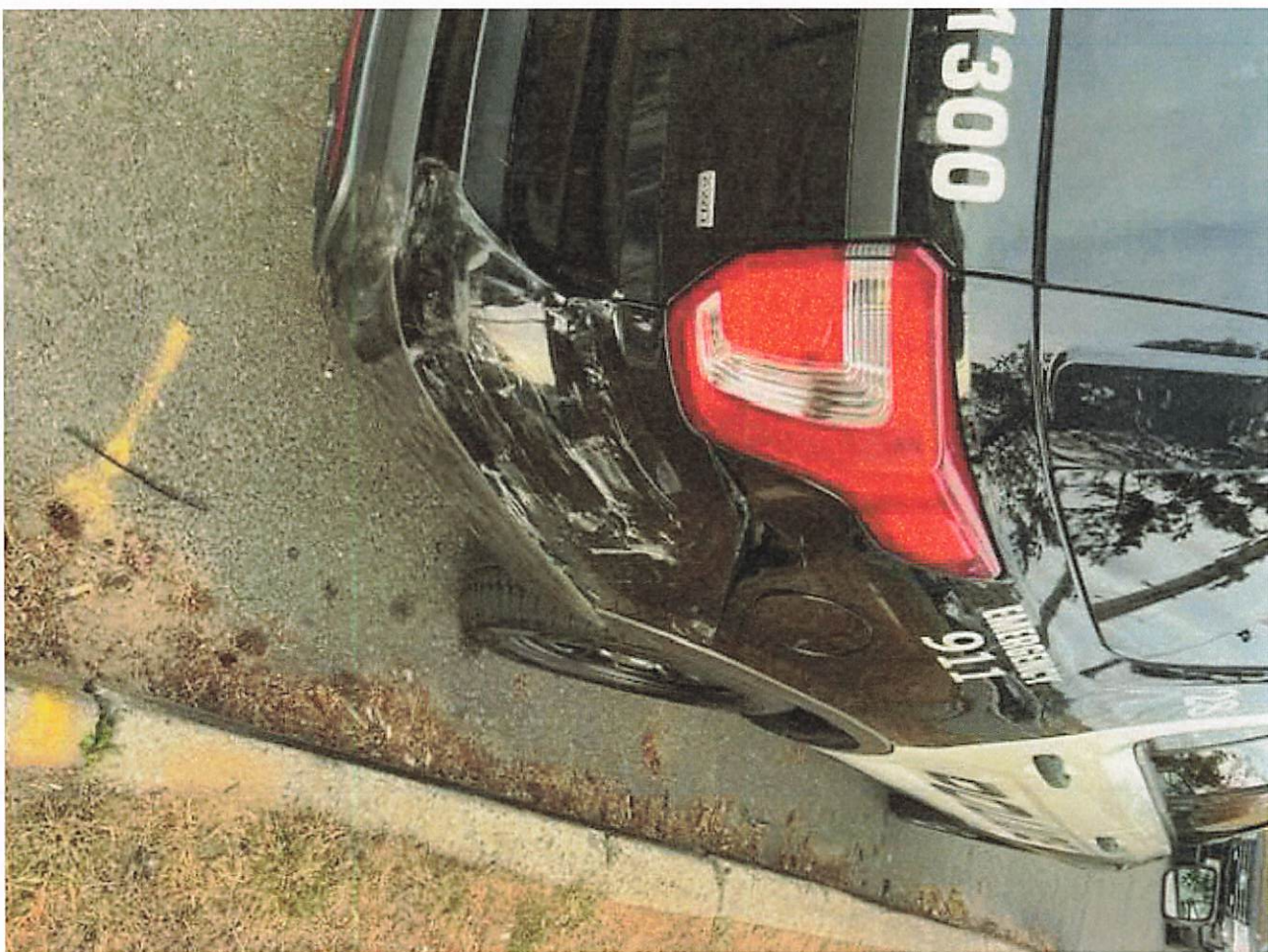
Attachment: PD VEHICLE #28 QUOTES (2024-532 : Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28)

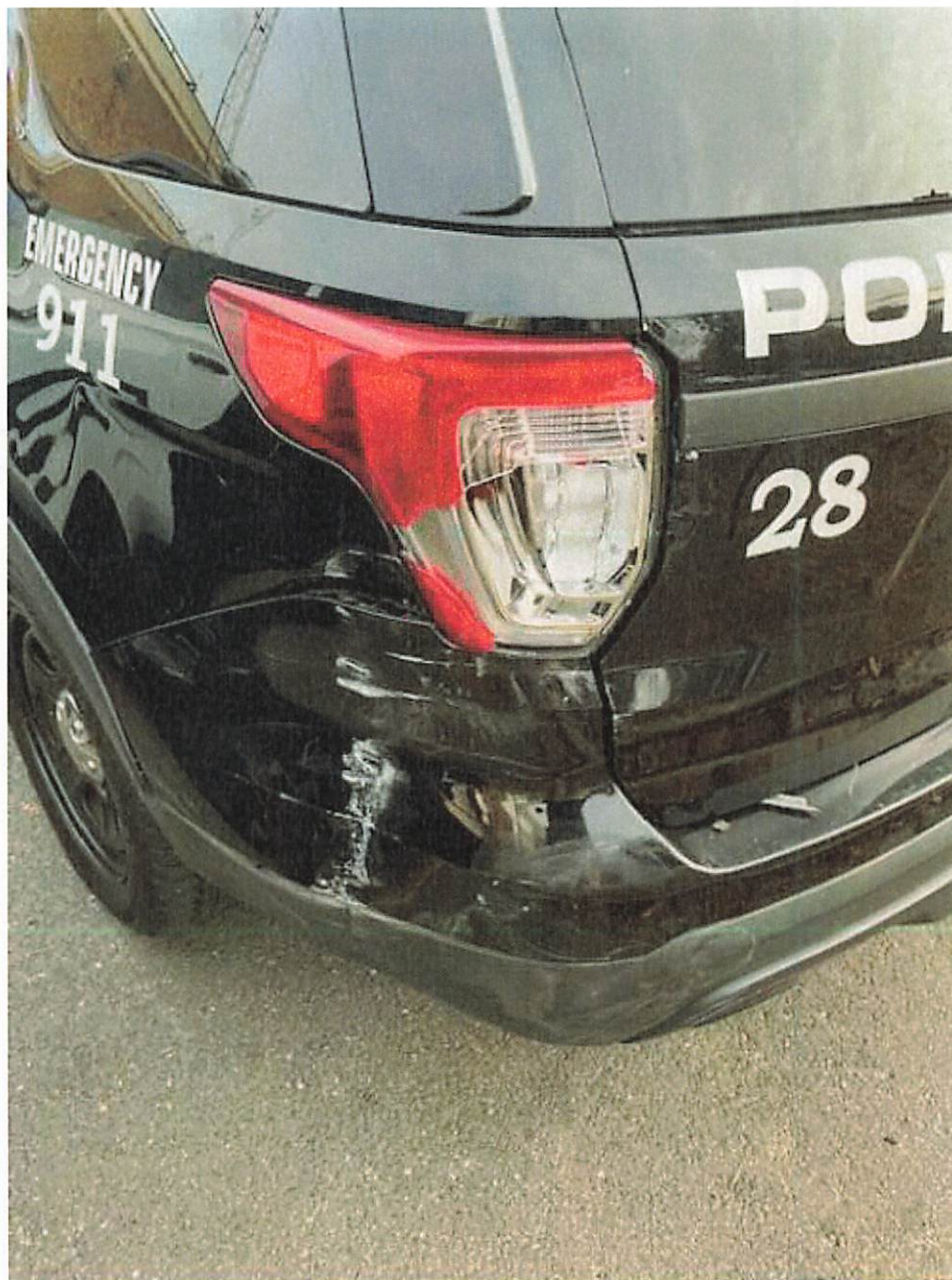






Attachment: PD VEHICLE #28 QUOTES (2024-532 : Authorizing Repairs to the 2017 Ford Police Interceptor Vehicle #28)





CITY OF ASBURY PARK

Municipal Building
One Municipal Plaza
Asbury Park, NJ 07712-7000
TEL (732)775-2100 FAX (732)775-0441

3.C.12.b

REQUISITION

NO.

V-004396

S
H
I
P

T
O

POLICE DEPARTMENT
ONE MUNICIPAL PLAZA
ASBURY PARK, NJ 07712

V
E
N
D
O
R

VENDOR #: ACCUR005

ACCURATE AUTO BODY, INC
201 THROCKMORTON STREET
FREEHOLD, NJ 07728-8298

ORDER DATE: 12/09/24
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COS
1.00	Repairs to car #28 PD	4-01-25-240-000-203	8,169.4700	8,169.4
		POLICE Motor Vehicle		
			TOTAL	8,169.4

REQUESTING DEPARTMENT

DATE



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-533

Resolution authorizing the amendment of a contract with G.M.H. Associates to include additional piping in the additional amount of \$35,308.91 for a new contract total of \$628,516.53 utilizing ARP and Sewer O/E.

Resolution #2023-405 was approved for \$562,997.62.

Resolution #2024-435 was approved to include electrical cost in the additional amount of \$30,210.



RESOLUTION NO. 2024-533

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

RESOLUTION AMENDING A CONTRACT WITH G.M.H. ASSOCIATES FOR THICKENER MECHANISM AND DRIVE UNITS NEEDED AT THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Asbury Park adopted Resolution #2023-405 on August 9, 2023 awarding a contract to G.M.H. Associates for thickener mechanism and drive units needed totaling \$562,997.62; and

WHEREAS, the City has approved via Resolution #2023-435 an amendment of the contract to include electrical costs resulting in an increase to the original contract amount in the amount of \$30,210.00; and

WHEREAS, the City of Asbury Park received an additional quote from G.M.H. Associates to include additional piping costs increasing the price of the project an additional \$35,308.91 for a new contract total of \$628,516.53; and

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

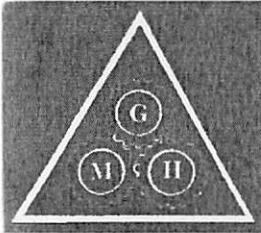
WHEREAS, the Chief Financial Officer has certified that funds are available in the following account 4-07-55-502-000-205. The maximum dollar value of the pending contract is as set forth in the resolution.

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 with G.M.H. Associates to include the additional amount of \$35,308.91 to include additional piping costs and a copy of this Resolution shall be provided to the City Manager, CFO, Deputy Director of Public Works and Director of Purchasing.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-533 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



G.M.H. Associates of America, Inc.

5 Chelton Way, Bldg. 15, Trenton, N.J. 08638

Mechanical, Electrical Engineering and Sales

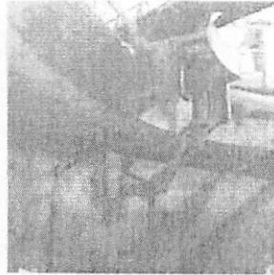
(609) 396-4751

Fax: (609)396-1067

Outside of New Jersey (800)728-5345

24 Hours A Day Phone (800)728-5345 / Fax: (609)396-1067

New York State Certified
Service-Disabled Veteran-Owned Business

Quote #: Q24168TR1		Change Order	Date: 11/21/2023	Quote #: Q24168TR1	
Customer: Asbury Park WWTP				Attn: Greg Schweikert	
Address: 1700 Kingsley St. Asbury Park, NJ 07712			Fax:	Phone: (732) 639-2390 e-mail: Greg.schweikert@cityofasburypark.com	
Qty	Line	Description	Unit	Extended	
	1	G.M.H. Associates of America, Inc. will supply all Labor, Supervision, Materials and equipment to do the following:			
1	2	Replace Existing Scum Beach Piping in Thickener Tank    - G.M.H. Associates of America, Inc. will set up for Confined Space Entry and Lock Out / Tag Out at Customer Provided Locations to establish Zero Energy State. - G.M.H. Associates of America, Inc. will remove and dispose of all Existing Scum Beach Piping off site.. - G.M.H. Associates of America, Inc. Install new Piping from Spool Connected through wall. - Test run and turn over to customer.  - G.M.H. Associates of America, Inc. will set up for Confined Space Entry and Lock Out / Tag Out at Customer Provided Locations to establish Zero Energy State. - G.M.H. Associates of America, Inc. will Remove Existing Concrete to allow access to conduit. - Test existing wire to MCC. - If needed, replace wiring from Junction Box to MCC - Install new Conduit and Explosion Proof Junction Box - Route existing wiring into new Explosion Proof Control panel, terminate Power and Control Wires and suspend non used lines inside of New Panel. - Repair Concrete disturbed during reveal and installation.			

Attachment: SEWER - G.M.H. THICKENER MECHANISM QUOTE (2024-533 : Amending a contract with G.M.H. for WWTP Thickener Mechanism

3	Original Cost of Project (Thickener Rehabilitation).....	\$593,207.62
4	Total Price this Change Order	\$ 35,308.91
****NOTE*** 1.) All the above information is restricted and confidential and is supplied to help the customer evaluate this quote and work procedure. Any dissemination either in whole or in part without G.M.H. Associates of America, Inc.'s express written authorization is expressly forbidden. 2.) All pricing per PVSC Co-Op Contract B414-5 3.) Estimates and Quotes are billed at time and materials per contract rates plus Overtime, Emergency and Holiday adders +/-25%..		



Visa, MasterCard, American Express and Discover now accepted with 3% Service Charge.

Freight: Included with installation quote section acceptance. Delivery: Per factory Taxes: Not applicable.
Permits, Fees and Licenses: Additional if applicable.

Terms: 33% with order to hold construction date, do shop and site engineering, pre-construction meeting, stage materials and subcontractors. 23% with upon drawing approval. Balance net 30 days for construction and new drive contracts.
1/3 with order to do shop and site engineering, pre-manufacturing, stage and order materials and subcontractors (if any).
1/3 with delivery. Balance net 30 days for remanufactured supply contracts. (Above contingent on credit approval, emergency and first time customer orders C.O.D. 2%/month, 24%/year service charge on all invoices paid past the due date. Trenton, NJ Mercer County will hold judicial jurisdiction for any collection litigation, if any. Reasonable collection and attorney's fees will be paid by the customer, if any. Payment outside of terms will affect warrantee. Quotes and Estimates valid for 30 days.

*** MATERIALS SUPPLY NOTES *** (If applicable)

- 1.) The followings listed items are not included with any of the foregoing equipment unless specifically itemized.
 - A.) Handrail at tank center.
 - B.) Launder support rods and channels.
 - C.) Spare Parts.
 - D.) Electrical Controls, instrumentation, lighting, wiring, starters, intrinsically safe relays for overload alarm switches or push-button stations.
 - E.) Access ladders, ships ladder, stairs, platforms, kick plates, and peripheral handrail or cover plates.
 - F.) Piping, pipe support, valves or couplings.
 - G.) Lubricants and sealant. For compatibility reasons. Lubricants will be installed if supplied by owner.
 - H.) Hauling, unloading, erection, installation or storage unless specifically noted.
 - I.) Installation or erection supervision.
 - J.) Templates.
 - K.) Covers or Domes.
 - L.) Field painting except touch up of primer or finish coat with red oxide primer.
 - M.) Weirs and or Baffles.
 - N.) Test Equipment.

REBUILDS

Prices for rebuilds assume all shafts, housings, impellers, gears, and non-normal wear components are reusable as is. Price includes all new seals, bearings, gaskets, paint and miscellaneous hardware for a complete rebuild. Additional repairs to make parts reusable or replacement parts will be at additional expense.

PAINTING

Motors and similar manufactured items will receive the manufacturer's standard surface preparation and painting.
Structural steel: Primer only unless otherwise noted. Primer touch up only.

SERVICES

We can furnish the services of a DBS factory authorized engineer from G.M.H. Associates of America, Inc. after in has been substantially installed by others or to supervise the installation. This will be furnished as per the attached engineering rate schedule.

DRAWINGS

We shall furnish necessary drawings for the equipment supplied, as well as operation/maintenance instructions for the individual items of equipment included in this proposal. Our price does not include a comprehensive manual suitable for training personnel in the operation of the total system or treatment process.

SAFETY

The Seller will furnish the safety devices specified in this proposal but exceeding these the Seller shall not be required to furnish or install any safety devices whether required by law or otherwise. The buyer hereby agrees to indemnify and hold harmless the Seller from any claims or losses arising due to alleged or actual insufficiency, whether equipment supplied hereunder.

WARRANTEE

G.M.H. Associates of America, Inc. will supply our standard warrantee from date of delivery for two (2) full years on all parts and labor supplied by G.M.H. Associates of America, Inc. on remanufactured pumps, gearboxes, motors and other related mechanical drive train components. We will further extend to DBS Manufacturing Main Turntables for clarifier and thickener drive units a ten (10) year labor warrantee along with the DBS materials warrantee on the gearbox disassembly and replacement in our shop. Additionally G.M.H. Associates of America, Inc. offers a similar five (5) years labor warrantee along with the DBS materials warrantee on the rotary distributor main support bearing for the disassembly and replacement in our shop. Failure to properly maintain and operate rebuilt equipment will void the warrantee. Prompt notification of suspect equipment is required and the customer must minimize the damage by taking off line as soon as possibility of equipment failure is noted. Field labor, when supplied, will be at additional expense to cover mobilization and additional time due to field related conditions, cranes, weather, special tools, etc.

CONSEQUENTIAL AND LIQUIDATED DAMAGES

G.M.H. Associates of America, Inc. will not accept any consequential or liquidated damages that may be incurred by the customer. Only demurrage or penalties specifically noted in the quote scope text will be accepted if any.

*** GENERAL AND ERECTION NOTES ***

- 1.) We will work a standard 40 hour week excluding Saturdays, Sundays and Holidays.
- 2.) We will not be responsible for delays caused from acts of God, strike, wars, riots or any other delay that is beyond the control of G.M.H. Associates of America, Inc.
- 3.) Any delays that occur during the course of the job will be billed at G.M.H. Associates of America, Inc. time and materials rate.
- 4.) If excavating is quoted, it is assumed the substrate is sand, gravel, dirt or clay mix. Any obstructions encountered such as buried concrete structures, rock, shale, or other non-ditch witch-able materials will be at additional expense unless acknowledged in the quote scope of work.
- 5.) On all quotes where the customer does not supply G.M.H. Associates with a written, clear, complete and concise project scope of work the G.M.H. Associates description of work scope will stand as the controlling limit of work contemplated and required for completion of said quote.
- 6.) We have not included any sales tax.
- 7.) Our price is based on current labor rates.
- 8.) We have based our price on electrical disconnect and reconnect by others and assumes all conduit, wire, sealtite, controls etc. is reusable.
- 9.) All fabrications including drive cage, center column, rake arms, influent well, scrapers and appurtenant equipment by O.E.M.
- 10.) We have not included the cost of any foundation work.
- 11.) We have based our proposal on using a 75 ton crane at \$3250/day with 9 days for travel and work necessary to remove roof section, set gearbox and structural steel, if a larger crane is needed the additional cost will be at the expense of the owner. From site plans and drawings supplied by the owner we assume we have access right up to the side of the tank for cranes and equipment.
- 12.) We have based our price on touch-up painting only, all new factory fabrications are coming with finish paint (unless otherwise noted), any structural that is being reused and the coating systems are damaged during the course of G.M.H. Associates of America, Inc.'s work will receive a red oxide primer touch-up only.
- 13.) We have based our proposal on minimal structural steel for temporary false work.
- 14.) We have not based our proposal on any platform work or structural modifications. We assume a direct bolt-in retrofit save for minor field fitting.
- 15.) We have not based our proposal on any work associated with the tank, weirs or launder troughs as part of this quote.
- 16.) Prices do not include freight, site unloading, storage, installation, removal or disposal unless specified or if installed.
- 17.) Engineering contract superintendent and tradesman time and materials rates for additional authorized work as per attached rate sheets.

- 18.) Two complete sets of blueprints/drawings, descriptive literature, operation and maintenance manuals and setup and erections drawings supplied by original equipment manufacturer must be supplied to G.M.H. Associates of America, Inc. for reference, engineering and work-up.
- 19.) Installation price includes all labor to unload on site materials and supplied by G.M.H. Associates of America, Inc. prior to installation and work.
- 18.) On site electrical and water utilities to be made available to G.M.H. Associates of America, Inc. and its subcontractors as may be necessary.
- 20.) Tank access and availability to be maintained and guaranteed by customer. Tank dewatering, hose down and clean out unless quoted and accepted by G.M.H. Associates of America, Inc. and its subcontractors to be completed and maintained by customer. Delays may be at additional expense.

Thank you for this opportunity to serve you.

EXPEDITE AND EMERGENCY SERVICE DEPENDING ON FACTORY AND SHOP SCHEDULES AT TIME OF ORDER, MAY NOT BE AVAILABLE. CHECK WITH FACTORY REPRESENTATIVE FOR AVAILABILITY.

I have read the above specifications, terms and conditions and accept them in scope and quantity. I hereby authorize the work to begin.

Customer Representative Name: _____ Title: _____ Date: _____

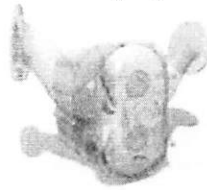
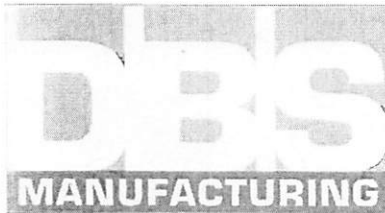
I will adhere to the above specifications, terms and conditions and warrant all materials and labor supplied by G.M.H. Associates of America, Inc. for a period of 90 days unless manufacturer's warranty is different.

Name: Anthony "Tony" Genniro
 Anthony "Tony" Genniro
 tgenniro@gmhassociates.com

Title: Vice President Customer Service & Sales Date: 11/21/2023

Any deviation from the above specifications, terms and conditions must be duly authorized and may be at additional expense.

G.M.H. Associates of America, Inc. proudly represents:



Pumps, Inc.



Protected by multiple US Intl. Patents & 50 Trade secrets





Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-534

Extension of current contract to lease space for cell antennas on the roof of the Wastewater treatment plant for a period of one (1) additional year, or through December 31, 2025. Payment terms remain the same.



RESOLUTION NO. 2024-534

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

**RESOLUTION AUTHORIZING SECOND AMENDMENT TO LEASE AGREEMENT
WITH NEW CINGULAR WIRELESS PCS, LLC**

WHEREAS, the City of Asbury Park (the “City”) is the record owner of the property located at 1700 Kingsley Street within the City, more commonly known and designated as Block 4304, Lot 1 on the Official Tax Map of the City (the “Property”), which is the site of the Asbury Park Waste Water Treatment Plant; and

WHEREAS, New Cingular Wireless PCS, LLC (“New Cingular”), d/b/a AT&T Wireless (“AT&T”), is a provider of commercial mobile service subject to regulation by the Federal Communications Commission; and

WHEREAS, the City and New Cingular shall be referenced collectively herein as the “Parties”; and

WHEREAS, on March 9, 2022, the Parties entered into a Lease Agreement (the “Lease”) whereby the City agreed to lease a certain portion of the premises located at the Property to New Cingular pursuant to the terms and conditions set forth in the Lease, for a term expiring on December 31, 2024; and

WHEREAS, on August 5, 2022, the Parties entered into a First Amendment to Lease Agreement (concerning rent increases during the term of the Lease); and

WHEREAS, the Parties now wish to enter into a Second Amendment to Lease Agreement, in order to extend the term of the Lease for a period of one (1) additional year, or through December 31, 2025; and

WHEREAS, a copy of the proposed Second Amendment to Lease Agreement is attached hereto and made a part hereof; and

WHEREAS, the Mayor and Council now wish to provide their authorization for the City to enter into and execute the attached Second Amendment to Lease Agreement.

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 attached Second Amendment to Lease Agreement is hereby authorized and approved.
2. That the Mayor is hereby authorized to execute, and the City Clerk to attest, the attached Second Amendment to Lease Agreement on behalf of the City.
3. That all City professionals and employees are hereby authorized to undertake all activities that are necessary in furtherance of the intentions of the attached Second Amendment to Lease Agreement.
4. That a certified copy of this Resolution, along with the attached Second Amendment to Lease Agreement, shall be provided to each of the following:
 - a. New Cingular PCS, LLC/AT&T;
 - b. Judith A. Fairweather, Esq.
PinilisHalpern LLP
160 Morris Street
Morristown, NJ 07960;
 - c. Lillian L. Nazzaro, Esq., City Manager;
 - d. Greg Toro, Assistant Public Works Director;
 - e. JoAnn Boos, CFO;
 - f. Dominic Villecco, V-Comm, LLC (5G Consultant);
 - g. Michele Alonso, Director of Planning and Redevelopment;
 - h. Christine, Ballard, P.E.; and
 - i. Frederick C. Raffetto, Esq., Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-534 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

Cell Site Name: Asbury Park Temporary Site
 Fixed Asset No.: 10129496
 Market: NY/NJ
 Address: 1700 Kingsley Street, Asbury Park, NJ

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”) dated as of the later date below is by and between City of Asbury Park, having a mailing address at One Municipal Plaza, Asbury Park, New Jersey 07719 (hereinafter referred to “Lessor”) and New Cingular Wireless PCS, LLC, having a mailing address at 1025 Lenox Blvd. NE, Atlanta, Georgia 30319 (hereinafter referred to as “Lessee”).

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated March 9, 2022, and a First Amendment dated August 5, 2022 (Collectively “Lease Agreement”) whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 1700 Kingsley Street, Block 4304, Lot 1, Asbury Park, New Jersey; and

WHEREAS, the Lease Agreement will expire on December 31, 2024 and the parties wish to extend the lease Term as defined therein; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord/Licensor and Tenant/Licensee agree as follows:

1. **Reinstatement and Ratification.** Lessor and Lessee hereby reinstate, ratify, confirm and adopt the Lease Agreement, as amended herein, as of the latter signature date below. All of the terms and conditions set forth in the Lease Agreement shall continue to be applicable and in full force and effect through the new Termination Date, as set forth in Section 2 below, except as modified herein.

2. **Term.** Section 5, Term, shall be deleted in its entirety and replaced with the following: “The original three (3) year Term of the Lease Agreement as set forth in the March 9, 2022 Agreement (commencing on January 1, 2022 and ending on December 31, 2024) is hereby extended by mutual agreement of the parties for one (1) additional year and shall now expire on December 31, 2025 (“Termination Date”), unless terminated earlier pursuant to Section 10 of the March 9, 2022 Agreement. All of Lessee’s equipment shall be removed from the Premises on or before the Termination Date, unless the parties mutually agree to extend the Lease Agreement further.”

3. **Acknowledgement.** Lessor acknowledges that: 1) this Second Amendment is entered into of the Lessor’s free will and volition; 2) Lessor has read and understands this Second Amendment and the underlying Lease Agreement and, prior to execution of this Second Amendment, was free to consult with counsel of its choosing regarding Lessor’s decision to enter into this Second Amendment and to have counsel review the terms and conditions of this Second Amendment.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease Agreement and this Second Amendment, the terms of this Second Amendment shall

Cell Site Name: Asbury Park Temporary Site
Fixed Asset No.: 10129496
Market: NY/NJ
Address: 1700 Kingsley Street, Asbury Park, NJ

control. Except as expressly set forth in this Second Amendment, the Lease Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Lease Agreement to itself shall be deemed also to refer to this Second Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

Cell Site Name: Asbury Park Temporary Site
 Fixed Asset No.: 10129496
 Market: NY/NJ
 Address: 1700 Kingsley Street, Asbury Park, NJ

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the date and year below.

LESSOR:
 City of Asbury Park,

LESSEE:
 New Cingular Wireless PCS, LLC,
 a Delaware limited liability company

By: AT&T Mobility Corporation
 Its: Manager

By: _____

By: _____

Print Name: John Moor
 Title: Mayor

Print Name: Robert A. Manzo

Title: Director, Construction & Engineering

Date: _____

Date: _____



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-535

Resolution Authorizing The Execution Of An Amended Agreement With Visiting Nurse
Association Of Central Jersey For Public Health Nursing Services



RESOLUTION NO. 2024-535

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

RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDED AGREEMENT WITH VISITING NURSE ASSOCIATION OF CENTRAL JERSEY FOR PUBLIC HEALTH NURSING SERVICES

WHEREAS, on November 13, 2024, the Mayor and Council of the City of Asbury Park (the “City”), adopted Resolution No. 2024-486 authorizing an Agreement (the “Agreement”) with Visiting Nurse Association of Central Jersey (“VNACJ”) for public health nursing services for FY 2025 in the amount of \$90,360.00; and

WHEREAS, the VNACJ has requested an increase in the reimbursement for FY 2025 to \$119,000; and

WHEREAS, the City would like to increase its community outreach and education in regard to the City’s response to the Opioid and other substance abuse epidemic; and

WHEREAS, the VNACJ Nurse Consultant will be trained as a trainer in the use of Narcan, fentanyl testing and other prevention, treatment and harm reduction efforts; and

WHEREAS, the Department of Social Services, the APPD Community Affairs Department and the VNACJ wish to expand their coordinated efforts to educate the community; and

WHEREAS, the additional funding will be paid through the Opioid Response funds; and

WHEREAS, given the above, the Mayor and Council now wish to amend the Agreement that was previously authorized per Resolution No. 2024-486; and

WHEREAS, a copy of the proposed amended Agreement is attached hereto and made a part hereof.

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

- . That the City is hereby authorized to enter into the attached amended Agreement with the VNACJ for the provision of professional nursing services for FY 2025,

under the terms and conditions set forth in the attached Agreement, for a cost not to exceed \$119,000.00.

2. That the City Manager is hereby authorized to execute the attached amended Agreement, or one which is substantially similar thereto and in a form satisfactory to the City Attorney.
3. That the City Manager is also authorized to execute the attached Business Associate Agreement, which is related to the Agreement referenced in Paragraph 2 above.
4. That a certified copy of this Resolution (along with the attached amended Agreement) shall be provided to each of the following:
 - . Visiting Nurse Association of Central Jersey;
 - c. Lillian L. Nazzaro, Esq., City Manager;
 - d. JoAnn Boos, CFO;
 - e. Tracy Lizardi, Director of Purchasing, QPA/Assistant CFO; and
 - f. Municipal Attorney.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-535 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY

AND

THE CITY OF ASBURY PARK

This letter of agreement (the “Agreement”) is made as of the first day of January, 2025 by and between The Visiting Nurse Association of Central Jersey (VNACJ), and the City of Asbury Park (the “City”), Department of Social Services, for the provision of nursing services to any resident of the City or client of Asbury Park Social Service who may be considered to be psychiatrically or medically “at risk” and in need of services, particularly, those active or at risk of opioid and substance abuse and the seriously and chronically mentally ill. The VNACJ and the City shall be collectively referred to as the “Parties.”

The Parties hereby agree as follows:

Responsibility of the VNACJ

1. Provide a Community Health Nurse (CHN) to the City, Department of Social Services for Thirty hours (30) per week of nursing services, for 47 weeks. Of the 1410 total hours 295 will be specific to Opioid, prevention, training/education, harm reduction, referral to detox and rehabilitation facilities and nursing.
2. The VNACJ Manager of Public Health will provide clinical supervision to the CHN.
3. The CHN will provide: a) community outreach, b) evaluation, assessment, referral and short-term follow-up of individuals and families, c) appropriate referral and service linkages within the community for health intervention, d) liaison with the County Departments of Health and Human Services and the correction system, e) collaboration with police, code enforcement, fire and EMS personnel and trainings specific to opioid prevention, harm reduction and treatment.
4. Assure accessible cultural and linguistic information and services as appropriate.
5. Meet with the City’s Director of Social Services, APPD Community Relations staff and Social Worker to coordinate Service plans and Community Education and Outreach plans.
6. Provide data to assure required project reporting, including opioid specific billing.
7. Assure that the CHN is licensed as a Registered Nurse in the State of New Jersey.

8. VNACJ hereby agrees to indemnify, defend and hold harmless (hereinafter referred to as the "Indemnity Obligations") the City of Asbury Park, its Directors, Employees, Appointed or Elected Officials, departments, (including but not limited to the Department of Social Services), volunteers, insurers (including but not limited to the NJ Intergovernmental Insurance Fund) and other agents, as well as the State of New Jersey Department of Human Services, Division of Mental Health Services, and their employees and agents (collectively referred to herein as the "Indemnities"), from and against any and all claims, demands, losses or liabilities including attorney fees and defense costs (collectively referred to as a "Loss"), arising out of the acts and omissions of the VNACJ, its subcontractors, employees and agents in connection with all activities, services and products undertaken and provided by the VNACJ, pursuant to this Agreement. VNACJ acknowledges and agrees that its Indemnity Obligations hereunder shall apply unless and solely to the extent that a Loss is determined to be the result of the sole negligence of the Indemnities. Further, VNACJ covenants and agrees that it will be responsible for legal fees and costs incurred by Indemnities for any Loss notwithstanding any disputed fact as to the person responsible for the Loss. Finally, VNACJ covenants and agrees that its Indemnity Obligations shall survive expiration or termination of the Agreement and are independent of any policy of insurance that may be available for any Loss.
9. VNACJ shall provide General Liability Insurance, Medical Malpractice Liability Insurance, Commercial Auto Liability Insurance, Worker Compensation/Employers Liability Insurance, and Umbrella/Excess Liability Insurance.

During the Term, VNACJ agrees to maintain in full force and effect general liability and the following insurance covering any claim brought for negligence or willful conduct brought against any of VNACJ's agents, contractors, owners, officers, employees or directors while providing services. Said liability insurance policies shall provide coverage as follows:

- (a) Comprehensive commercial general liability insurance coverage in an amount not less than one million dollars (\$1,000,000.00) per occurrence. Policy shall be written on the comprehensive form including products/completed operations and protect against claims for all damages arising from bodily injury, property damage, personal injury and advertising injury including death.

The policy must include coverage for sexual abuse and/or molestation including sexual assault, sexual exploitation, sexual misconduct, sexual injury, and illicit conduct of a sexual nature whether or not physical contact, regardless of whether or not caused by, or at the direction of, or negligence of, you, any insured, any person, or any cause whatsoever, including third

party coverage for customers, clients, or other business invitees of the VNACJ.

- (b) Medical malpractice liability insurance coverage in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- (c) Comprehensive automobile liability insurance covering the use of all owned, non-owned, hired or leased automobiles for bodily injury and property damage. Coverage shall include uninsured and underinsured motorist at limits no less than one million dollars (\$1,000,000.00) per accident.
- (d) Umbrella / Excess Liability with coverage in an amount not less than five million dollars (\$5,000,000.00) per occurrence. Coverage to apply in excess of Commercial General Liability, Automobile Liability and Employers Liability. No such Umbrella Insurance policy be more restrictive than the coverage provided for under the above-described primary policies.
- (e) VNACJ shall also provide Workers' Compensation/ Employers Liability coverage to comply with New Jersey Statutes, along with USLHW Act and Jones Act, if applicable. If any party operates as a Sole Proprietor, Partnership, Limited Liability Partnership (L.L.P.) or Limited Liability Company (L.L.C.) the Certificate of Insurance shall state when applicable that the self-employed persons, partners, partners of the L.L.P. or members of the L.L.C. have elected to be deemed employees of the business and therefore covered under the policy.

Worker Compensation - Statutory
Employers Liability - \$1,000,000.00 each accident
\$1,000,000.00 each employee
\$1,000,000.00 policy limit

The above amounts may not be modified without approval of the City's insurance carrier.

10. VNACJ shall name the City of Asbury Park as an additional insured on its policy(ies) of insurance required to be maintained by VNACJ pursuant to Paragraph 9 of this Agreement. All such policies shall be primary and non-contributory. A waiver of subrogation shall apply to all liability policies referenced in Paragraph 9 above, except for workers' compensation. All of the foregoing policies shall be endorsed to reflect the Indemnitees (as such term is defined in Paragraph 8 hereof) as Additional Insureds. Said policy(ies) shall provide for at least thirty (30) days advance written notice to the City (directed to the attention of the City Manager and City Clerk) before cancellation or non-renewal (10 days for nonpayment). The City shall be permitted to terminate this Agreement in any instance where VNACJ has failed to satisfy the requirements of this Paragraph including but limited to its

failure to provide satisfactory replacement coverage in the event VNACJ has its current policies cancelled or not renewed during the foregoing thirty (30) day notice period. VNACJ shall provide the City with a certificate of insurance satisfying the conditions of this Paragraph prior to the commencement of the Services.

11. Maintain individual client documentation as required by the City, Department of Social Services, in compliance with the contract-funding source.
12. Assist in compiling required project information in compliance with the contract funding source.
13. Participate in program audits as required.

Responsibility of the City of Asbury Park

1. Be responsible for case management, counseling and administration of the project.
2. Meet with the CHN on a regular basis to assure program coordination.
3. Assure confidentiality of patient files, in compliance with HIPAA; files are to be stored in the computerized record system of the Asbury Park Department of Social Services.
4. Submit necessary reports in compliance with the contract funding source.
5. Provide reimbursement to VNACJ in the amount not to exceed \$119,000 payable in monthly installments as hours are billed.

This Agreement shall be in effect from January 1, 2025 through December 31, 2025. However, the City may terminate the within Agreement at any time at its sole discretion, with or without cause, upon thirty (30) days advance written notice.

Lillian Nazzaro, Esq., City Manager

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

Date

Date

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made as of the 1st day of January 2025 by and between Visiting Nurse Association Central Jersey (“VNACJ”), Inc. and City of Asbury Park (“Business Associate”). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of VNACJ (“Protected Health Information”), will be handled between Business Associate and VNACJ and with third parties during the term of their Agreement and after its termination.

RECITALS

WHEREAS, VNACJ and Business Associate are parties to an agreement dated January 1, 2024 for the provision of services (the “Agreement”); and

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

NOW, THEREFORE, the Parties mutually agree as follows:

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

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

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

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

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

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

D. Term and Termination

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

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

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

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

E. Indemnification

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

F. Definitions and References

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

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

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

City of Asbury Park

Visiting Nurse Association Central Jersey, Inc.

Lillian Nazzaro, Esq.
(Print)

Colleen Nelson, RN, MSN

By: _____

By: _____

Title: City Manager

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

Date: _____

Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

To: Visiting Nurse Association Central Jersey, Inc.

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

Name of Contractor: City of Asbury Park

Signature: _____

Printed Name: _____

Title: _____

Date: _____

INDEMNIFICATION AND HOLD HARMLESS

This Indemnification and Hold Harmless Agreement (the “Indemnification Agreement”) between the City of Asbury Park and of Visiting Nurse Association Health Group (VNA) with an address of 23 Main Street, Suite D1, Holmdel, New Jersey 07733 is deemed effective this 1/1/25. This Indemnification Agreement is deemed to be and is an addendum to that contract for Nursing Services dated 1/1/25, as same may be extended or modified (referred to herein as the “Contract”). As partial consideration for the compensation paid to Contractor under the Contract, Contractor hereby agrees to indemnify, defend and hold harmless (hereinafter referred to as the “Indemnity Obligations”) the CITY OF ASBURY PARK, its Directors, Employees, Appointed or Elected Officials, departments, volunteers and insurers, including but limited to the NJ Intergovernmental Insurance Fund (collectively referred to herein as the “Indemnities”), from and against any and all claims, demands, losses or liabilities including attorney fees and defense costs (collectively referred to as a “Loss”), arising out of the acts and omissions of the CONTRACTOR, its sub-CONTRACTORS, employees and agents in connection with all activities, services and products undertaken and provided by the CONTRACTOR, pursuant to the Contract. Contractor acknowledges and agrees that its Indemnity Obligations hereunder shall apply unless and solely to the extent that a Loss is determined to be the result of the sole negligence of the Indemnitees. Further, Contractor covenants and agrees that it will be responsible for legal fees and costs incurred by Indemnitees for any Loss notwithstanding any disputed fact as to the person responsible for the Loss. Finally, Contractor covenants and agrees that its Indemnity Obligations shall survive expiration or termination of the Contract and are independent of any policy of insurance that may be available for any Loss.

PRINCIPAL:

PRINT NAME: _____

NAME OF COMPANY: _____

ADDRESS OF COMPANY: _____

DATE: _____

Sworn and Subscribed to before me this _____ day of _____, 2023
(Notary Public) _____ (My Commission Expires)



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-536

Resolution authorizing geese management at Sunset Park for 2025 with Geese Chasers. Quotes Received: Geese Chasers \$18,200 with additional \$99 per nest for egg addling, Birds Beware and 1st and Goal Pest and Animal Control declined to submit a quote.



RESOLUTION NO. 2024-536

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

RESOLUTION AUTHORIZING GEESE MANAGEMENT AT SUNSET PARK FOR 2025

WHEREAS, there exists the need for the City of Asbury Park to provide geese management at Sunset Park for 2025; and

WHEREAS, the City has solicited and obtained quotes from Geese Chasers LLC, Birds Beware and 1st and Goal Pest and Animal Control ; and

WHEREAS, the City of Asbury Park is desirous of awarding Sunset Park 2025 Geese Management to Geese Chasers at an annual rate of \$18,200.00 with an additional charge of \$99 per nest for egg addling; and

WHEREAS, the Chief Financial Officer has certified that funds will be available in the following account 5-01-20-100-000-207 of the 2025 budget . The maximum dollar value of the pending contract is as set forth in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Asbury Park (the “City”), in the County of Monmouth, State of New Jersey authorizes Geese Management at Sunset Park with Geese Chasers, LLC effective January 1, 2025 through December 31, 2025; and

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-536 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

**PROPOSAL FOR THE
CLEARING AND MAINTAINING OF A GEESE-FREE ENVIRONMENT AT SUNSET
PARK AND WESLEY LAKE, ASBURY PARK NEW JERSEY**

SUBMITTED BY: GEESE CHASERS, LLC
(Company Name)

The undersigned hereby declares that they have carefully examined the specifications, and form of contract for furnishing the specified items and that they will execute the contract according to the specifications, terms, and conditions with respect to the following:

ITEM	DESCRIPTION	DAILY RATE	WEEKLY RATE	ANNUAL RATE
1.	GOOSE CONTROL at <u>Sunset Park</u> minimum twice per day, seven days per week, rain or shine, dawn till dusk at variable hours.	\$ <u>50.00</u>	x 7 days = \$ <u>350.00</u>	x <u>52 weeks</u> = \$ <u>18,200.00</u>

TOTAL PRICE \$ 18,200.00

ITEM	DESCRIPTION	DAILY RATE	WEEKLY RATE	ANNUAL RATE
2.	GOOSE CONTROL at <u>Wesley Lake</u> minimum twice per day, seven days per week, rain or shine, dawn till dusk at variable hours.	\$ <u>50.00</u>	x 7 days = \$ <u>350.00</u>	x <u>52 weeks</u> = \$ <u>18,200.00</u>

TOTAL PRICE \$ 18,200.00

TOTAL LUMP SUM PRICE FOR ITEM #1 AND #2 (IN WORDS AND NUMBERS)

Thirty six thousand and four hundred dollars and no cents

\$ 36,400.00

NOTE: N.J. STATE TAX EXEMPTION NO. #21-6000035

VARIANCE IF ANY:

Customer Hotline number provided only

GPS automatic alerts via email in lieu of sign in

Attachment: 2025 GEESE QUOTES (2024-536 : Authorizing Geese Management at Sunset Park)



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

deborah@geesechasers.com

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

12/5/2024

Dear Tracy,

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

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

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

Cost = \$1499 monthly no tax since you are exempt

Egg Addling is \$99 per nest. We can provide assistance with obtaining free permits.

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

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

Approved,

Approved,

DN Young 12/5/24

X _____
Deborah N Young/COO

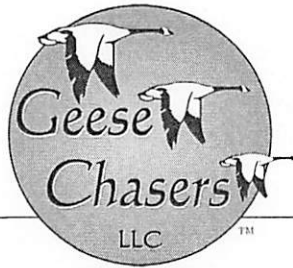
X _____
Asbury Park

Dates of Service: January 1- December 31 2025



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





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

deborah@geesechasers.com

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

12/5/2024

Dear Tracy,

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

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

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

Cost = \$1499 monthly no tax since you are exempt

Egg Addling is \$99 per nest. We can provide assistance with obtaining free permits.
ON CALL at no extra Charge! GPS tracking available -get an automatic email when we are onsite.

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

Approved,

Approved,

DN Young 12/5/24

X _____
Deborah N Young/COO

X _____
Wesley Lake

Dates of Service: January 1- December 31, 2025



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



Tracy Lizardi

From: Paul Scammaca <paul@birdsandgeesebeware.com>
Sent: Friday, December 6, 2024 7:38 AM
To: Tracy Lizardi
Subject: [EXTERNAL] Re: [EXTERNAL] Re: [EXTERNAL] Wesley lake 12/4/24

Good morning Tracy.

I looked over the new scope that the city put together and they are asking for two visits per day 7days a week and you're looking for two dogs to be used per visit.

You also want to stop service the month of July and half of August, I'm really not sure why they're looking to stop service for those six weeks. There were geese there this year throughout the entire summer.

Because of all the new requirements that the city is asking for we are not going to be putting in a bid.

If they want to continue the present service, we are providing then I'm more than happy to submit a bid for that, which would be one visit per day, twice as needed six days a week seven as needed.

I am assuming you want us to stop service at the end of this month. Please confirm that when you have a chance. Thank you, Paul.

Birds Beware Inc
 Bird and Goose control specialist
 www.birdsandgeesebeware.com
 732 558-2464 cell
 732 671-6377 office

On Dec 5, 2024, at 12:59 PM, Paul Scammaca <paul@birdsandgeesebeware.com> wrote:

OK, I need to reevaluate it. I was going twice a day around Memorial Day because we were having a lot of activity. But I really wasn't a fan of having to call Anthony and have him meet me so he can follow me and take pictures and video while I was doing all the work. So I need to reevaluate whether or not I'm going to submit a bid. I have no problem going once a day six days a week like we have been doing and if needed twice a day But to lock myself in to twice a day seven days a week I'm not sure if we want to do that.

Birds Beware Inc
 Bird and Goose control specialist
 www.birdsandgeesebeware.com
 732 558-2464 cell
 732 671-6377 office

On Dec 5, 2024, at 12:56 PM, Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com> wrote:

Hi Paul,

The terms on the quotes is what the City is looking for and was forwarded to all possible vendors.

We will accept all quotes but ask for an explanation of any deviations.

Thank you,
 Tracy

Attachment: 2025 GEESE QUOTES (2024-536 : Authorizing Geese Management at Sunset Park)

From: Paul Scammaca <paul@birdsandgeesebeware.com>
Sent: Thursday, December 5, 2024 12:53 PM
To: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Subject: [EXTERNAL] Re: [EXTERNAL] Wesley lake 12/4/24

Is it required twice a day seven days a week?

Birds Beware Inc
 Bird and Goose control specialist
www.birdsandgeesebeware.com
 732 558-2464 cell
 732 671-6377 office

On Dec 5, 2024, at 12:39 PM, Tracy Lizardi
 <Tracy.Lizardi@cityofasburypark.com> wrote:

Paul,
 Please see the attached quote forms which are needed.
 Thank you,
 Tracy ...

From: Paul Scammaca <paul@birdsandgeesebeware.com>
Sent: Thursday, December 5, 2024 12:38 PM
To: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Subject: [EXTERNAL] Wesley lake 12/4/24

Birds Beware Inc
 Bird and Goose control specialist
www.birdsandgeesebeware.com
 732 558-2464 cell
 732 671-6377 office
 <Request for Quotes - Geese Control.pdf>

Attachment: 2025 GEESE QUOTES (2024-536 : Authorizing Geese Management at Sunset Park)



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

www.BirdsAndGeeseBeware.com Paul@birdsandgeesebeware.com

December 4, 2024

Tracy Lizardi
One Municipal Plaza
Asbury Park, NJ 07712

Re: Goose control - Wesley Lake

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

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

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

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

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

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

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

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

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

Hazing

We will provide a hazing program using Border Collies. This program will consist of multiple visits per week, seven days a week if needed and at times twice a day varying the times so the geese wont be accustom to a routine. Geese tend to migrate during the colder months and snow covered times. Because geese are always flying and looking for a new safe feeding area. Geese tend to remain in this region all year long.

Because Wild geese are protected under the Migratory Bird Treaty Act we will not harm the Geese, just haze them so they seek other areas to feed, roost and nest.

The goal is to haze the geese enough that they will look for a new nesting and feeding area.

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

We will provide service to Wesley Lake

The cost for this custom Goose hazing program, which includes multiple visits per week is **\$1400.00** per month

Egg Addling done at **NO ADDITIONAL CHARGE**

Invoice is emailed at the beginning of the service month.

Sincerely,

Paul Scammacca
Bird Control Specialist

Acceptance signature of proposal and terms

Date



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

www.BirdsAndGeeseBeware.com Paul@birdsandgeesebeware.com

December 4, 2024

City of Asbury
One Municipal Plaza
Asbury Park, NJ 07712

Re: Goose control - Sunset Park

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

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

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

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

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

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

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

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

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

Hazing

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

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

We will provide service to:

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

The cost for this custom Goose hazing program, which includes multiple visits per week is **\$1400.00** per month plus any applicable sales tax.

Egg Addling done at **NO ADDITIONAL CHARGE**

Invoice is emailed at the beginning of the service month.

Sincerely,

Paul Scammacca
Bird Control Specialist

Acceptance signature of proposal and terms

Date



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-537

Resolution authorizing geese management at Wesley Lake for 2025 with Geese Chasers. Quotes Received: Geese Chasers \$18,200 with additional \$99 per nest for egg addling, Birds Beware and 1st and Goal Pest and Animal Control declined to submit a quote. Cost will be split 50/50 between Asbury and Neptune.



RESOLUTION NO. 2024-537

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

RESOLUTION AUTHORIZING GEESE MANAGEMENT AT WESLEY LAKE FOR 2025

WHEREAS, the City of Asbury Park and the Township of Neptune in coordination with the Wesley Lake Commission, have determined the need for Geese Management Services for Wesley Lake; and

WHEREAS, the City of Asbury Park and the Township of Neptune have entered into a Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. to serve the best interests of residents in both municipalities by sharing in the cost of these services to improve Wesley Lake and the surrounding area; and,

WHEREAS, the City has solicited and obtained quotes from Geese Chasers LLC, Birds Beware and 1st and Goal Pest and Animal Control ; and

THEREFORE, BE IT RESOLVED, that the City Council of Asbury Park is desirous of awarding Geese Chasers LLC to provide 2025 Geese Management Services, which will include clearing and maintenance for Wesley Lake at an annual cost of \$18,200.00, to be shared equally by the two municipalities, (\$9,100), plus any egg addling needed at a cost of \$99.00 per nest to be shared equally by the two municipalities (\$49.50); and,

WHEREAS, the Chief Financial Officer has certified that funds will be available in the following account 5-01-20-100-000-207 of the 2025 budget . The maximum dollar value of the pending contract is as set forth in the resolution.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the City Manager, Chief Financial Officer, Purchasing Agent, the Deputy Director of Public Work, the Township of Neptune and the Wesley Lake Commission.

SHARED SERVICES AGREEMENT between the **CITY OF ASBURY PARK**, a corporation of the State of New Jersey, with its principal office locate at 1 Municipal Plaza, Asbury Park, New Jersey 07712, hereinafter referred to as “**CITY**”, and the **TOWNSHIP OF NEPTUNE**, a municipal corporation of the State of New Jersey, with its principal office located at 25 Neptune Boulevard, Neptune, New Jersey 07753. Herein referred to as “**TOWNSHIP**”.

WITNESS THAT:

WHEREAS, the above parties desire to enter into a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 through 40A:65-35 to engage the services of Geese Chasers LLC to provide 2025 Geese Management Services for Wesley Lake; and,

WHEREAS, Geese Chasers LLC has submitted a proposal for the work; and,

WHEREAS, the City and Township desire to accept the proposal, equally split the cost of the Geese Management Services and pay Geese Chasers LLC directly for these services; and,

NOW, THEREFORE, the parties **DO AGREE** as follows:

1. The Township and City agree to engage the services of Geese Chasers LLC to perform 2025 Geese Management Services for Wesley Lake.
2. Geese Chasers LLC has submitted a proposal for this work in the amount of \$18,200.00 and the cost of egg addling, at \$99 per nest as needed. The City and Township agree to share this cost equally.
3. The City and Township each agree to pay Geese Chasers LLC, the amount of \$9,100.00 and the cost of egg addling, at \$49.50 per nest, as needed, which is 50% of the total cost of work. Each municipality will follow Local Budget Contract Law and purchasing procedures and processes in effect.
4. The Agreement shall be effective January 1, 2025 through December 31, 2025.

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-537 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK

**PROPOSAL FOR THE
CLEARING AND MAINTAINING OF A GEESE-FREE ENVIRONMENT AT SUNSET
PARK AND WESLEY LAKE, ASBURY PARK NEW JERSEY**

SUBMITTED BY: GEESE CHASERS, LLC
(Company Name)

The undersigned hereby declares that they have carefully examined the specifications, and form of contract for furnishing the specified items and that they will execute the contract according to the specifications, terms, and conditions with respect to the following:

ITEM	DESCRIPTION	DAILY RATE	WEEKLY RATE	ANNUAL RATE
1.	GOOSE CONTROL at <u>Sunset Park</u> minimum twice per day, seven days per week, rain or shine, dawn till dusk at variable hours.	\$ <u>50.00</u>	x 7 days = \$ <u>350.00</u>	x <u>52 weeks</u> = \$ <u>18,200.00</u>

TOTAL PRICE \$ 18,200.00

ITEM	DESCRIPTION	DAILY RATE	WEEKLY RATE	ANNUAL RATE
2.	GOOSE CONTROL at <u>Wesley Lake</u> minimum twice per day, seven days per week, rain or shine, dawn till dusk at variable hours.	\$ <u>50.00</u>	x 7 days = \$ <u>350.00</u>	x <u>52 weeks</u> = \$ <u>18,200.00</u>

TOTAL PRICE \$ 18,200.00

TOTAL LUMP SUM PRICE FOR ITEM #1 AND #2 (IN WORDS AND NUMBERS)

Thirty six thousand and four hundred dollars and no cents

\$ 36,400.00

NOTE: N.J. STATE TAX EXEMPTION NO. #21-6000035

VARIANCE IF ANY:

Customer Hotline number provided only

GPS automatic alerts via email in lieu of sign in

Attachment: 2025 GEESE QUOTES (2024-537 : Authorizing Geese Management at Wesley Lake)



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

deborah@geesechasers.com

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

12/5/2024

Dear Tracy,

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

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

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

Cost = \$1499 monthly no tax since you are exempt

Egg Addling is \$99 per nest. We can provide assistance with obtaining free permits.
ON CALL at no extra Charge! GPS tracking available -get an automatic email when we are onsite.

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

Approved,

Approved,

DN Young 12/5/24

X _____
Deborah N Young/COO

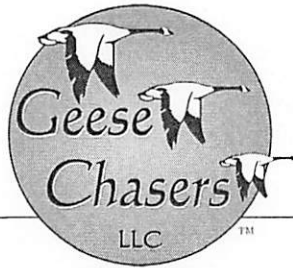
X _____
Asbury Park

Dates of Service: January 1- December 31 2025



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





4 Milton Drive
Medford, NJ 08055
856-912-2764
deborah@geesechasers.com

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

12/5/2024

Dear Tracy,

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

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

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

Cost = \$1499 monthly no tax since you are exempt

Egg Addling is \$99 per nest. We can provide assistance with obtaining free permits.
ON CALL at no extra Charge! GPS tracking available -get an automatic email when we are onsite.

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

Approved,

Approved,

DN Young 12/5/24

X _____
Deborah N Young/COO

X _____
Wesley Lake

Dates of Service: January 1- December 31, 2025



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



Tracy Lizardi

From: Paul Scammaca <paul@birdsandgeesebeware.com>
Sent: Friday, December 6, 2024 7:38 AM
To: Tracy Lizardi
Subject: [EXTERNAL] Re: [EXTERNAL] Re: [EXTERNAL] Wesley lake 12/4/24

Good morning Tracy.

I looked over the new scope that the city put together and they are asking for two visits per day 7 days a week and you're looking for two dogs to be used per visit.

You also want to stop service the month of July and half of August, I'm really not sure why they're looking to stop service for those six weeks. There were geese there this year throughout the entire summer.

Because of all the new requirements that the city is asking for we are not going to be putting in a bid.

If they want to continue the present service, we are providing then I'm more than happy to submit a bid for that, which would be one visit per day, twice as needed six days a week seven as needed.

I am assuming you want us to stop service at the end of this month. Please confirm that when you have a chance. Thank you, Paul.

Birds Beware Inc
 Bird and Goose control specialist
 www.birdsandgeesebeware.com
 732 558-2464 cell
 732 671-6377 office

On Dec 5, 2024, at 12:59 PM, Paul Scammaca <paul@birdsandgeesebeware.com> wrote:

OK, I need to reevaluate it. I was going twice a day around Memorial Day because we were having a lot of activity. But I really wasn't a fan of having to call Anthony and have him meet me so he can follow me and take pictures and video while I was doing all the work. So I need to reevaluate whether or not I'm going to submit a bid. I have no problem going once a day six days a week like we have been doing and if needed twice a day But to lock myself in to twice a day seven days a week I'm not sure if we want to do that.

Birds Beware Inc
 Bird and Goose control specialist
 www.birdsandgeesebeware.com
 732 558-2464 cell
 732 671-6377 office

On Dec 5, 2024, at 12:56 PM, Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com> wrote:

Hi Paul,

The terms on the quotes is what the City is looking for and was forwarded to all possible vendors.

We will accept all quotes but ask for an explanation of any deviations.

Thank you,
 Tracy

Attachment: 2025 GEESE QUOTES (2024-537 : Authorizing Geese Management at Wesley Lake)

From: Paul Scammaca <paul@birdsandgeesebeware.com>
Sent: Thursday, December 5, 2024 12:53 PM
To: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Subject: [EXTERNAL] Re: [EXTERNAL] Wesley lake 12/4/24

Is it required twice a day seven days a week?

Birds Beware Inc
 Bird and Goose control specialist
www.birdsandgeesebeware.com
 732 558-2464 cell
 732 671-6377 office

On Dec 5, 2024, at 12:39 PM, Tracy Lizardi
 <Tracy.Lizardi@cityofasburypark.com> wrote:

Paul,
 Please see the attached quote forms which are needed.
 Thank you,
 Tracy ...

From: Paul Scammaca <paul@birdsandgeesebeware.com>
Sent: Thursday, December 5, 2024 12:38 PM
To: Tracy Lizardi <Tracy.Lizardi@cityofasburypark.com>
Subject: [EXTERNAL] Wesley lake 12/4/24

Birds Beware Inc
 Bird and Goose control specialist
www.birdsandgeesebeware.com
 732 558-2464 cell
 732 671-6377 office
 <Request for Quotes - Geese Control.pdf>

Attachment: 2025 GEESE QUOTES (2024-537 : Authorizing Geese Management at Wesley Lake)



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

www.BirdsAndGeeseBeware.com Paul@birdsandgeesebeware.com

December 4, 2024

Tracy Lizardi
One Municipal Plaza
Asbury Park, NJ 07712

Re: Goose control - Wesley Lake

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

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

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

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

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

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

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

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

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

Hazing

We will provide a hazing program using Border Collies. This program will consist of multiple visits per week, seven days a week if needed and at times twice a day varying the times so the geese wont be accustom to a routine. Geese tend to migrate during the colder months and snow covered times. Because geese are always flying and looking for a new safe feeding area. Geese tend to remain in this region all year long.

Because Wild geese are protected under the Migratory Bird Treaty Act we will not harm the Geese, just haze them so they seek other areas to feed, roost and nest.

The goal is to haze the geese enough that they will look for a new nesting and feeding area.

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

We will provide service to Wesley Lake

The cost for this custom Goose hazing program, which includes multiple visits per week is **\$1400.00** per month

Egg Addling done at **NO ADDITIONAL CHARGE**

Invoice is emailed at the beginning of the service month.

Sincerely,

Paul Scammacca
Bird Control Specialist

Acceptance signature of proposal and terms

Date



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

www.BirdsAndGeeseBeware.com Paul@birdsandgeesebeware.com

December 4, 2024

City of Asbury
One Municipal Plaza
Asbury Park, NJ 07712

Re: Goose control - Sunset Park

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

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

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

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

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

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

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

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

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

Hazing

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

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

We will provide service to:

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

The cost for this custom Goose hazing program, which includes multiple visits per week is **\$1400.00** per month plus any applicable sales tax.

Egg Addling done at **NO ADDITIONAL CHARGE**

Invoice is emailed at the beginning of the service month.

Sincerely,

Paul Scammacca
Bird Control Specialist

Acceptance signature of proposal and terms

Date



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-538

Circulation of a Preliminary Official Statement and Final Official Statement in connection with the sale of certain Bond Anticipation Notes of the City and approving a continuing disclosure undertaking with respect to said Notes, and authorizing and/or ratifying other actions in connection therewith.



RESOLUTION NO. 2024-538

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

**RESOLUTION OF THE CITY OF ASBURY PARK AUTHORIZING THE
CIRCULATION OF A PRELIMINARY OFFICIAL STATEMENT AND FINAL
OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF CERTAIN BOND
ANTICIPATION NOTES OF THE CITY AND APPROVING A CONTINUING
DISCLOSURE UNDERTAKING WITH RESPECT TO SAID NOTES, AND
AUTHORIZING AND/OR RATIFYING OTHER ACTIONS IN CONNECTION
THEREWITH**

WHEREAS, the City Council of the City of Asbury Park, in the County of Monmouth, New Jersey (the “City”), has previously adopted various bond ordinances authorizing various capital improvements (collectively, the “Bond Ordinances”), and has heretofore issued, *inter alia*, its \$9,000,000 Bond Anticipation Notes (consisting of \$2,000,000 General Improvement Notes and \$7,000,000 Transportation Utility Notes) dated January 16, 2024 (the “Series 2024A Notes”) and its \$4,500,000 Bond Anticipation Notes, Series 2024B dated August 27, 2024 (the “Series 2024B Notes”), all maturing January 15, 2024, to finance and/or refinance costs of such capital improvements; and

WHEREAS, the City intends to issue its Bond Anticipation Notes, consisting of its General Improvement Bond Anticipation Notes, Series 2024A in the approximate maximum amount of \$14,100,000 (the “Series 2025A Notes”) and its Transportation Utility Bond Anticipation Notes, Series 2024B in the approximate maximum amount of \$8,500,000 (the “Series 2025B Notes”), under the Bond Ordinances, for the purpose of (i) refunding the Series 2024B Notes and a portion of the Series 2024A Notes and (ii) financing additional costs of the capital improvements authorized by the Bond Ordinances; and

WHEREAS, all matters pertaining to the sale of the Series 2025A Notes and the Series 2025B Notes (collectively, the “Notes”) have been delegated by the Bond Ordinances to the Chief Financial Officer of the City; and

WHEREAS, in connection with the offering and sale of the Notes, the City intends to distribute a Preliminary Official Statement and final Official Statement setting forth certain information relating to the City and the Notes, and the City also intends to enter into a Continuing Disclosure Certificate relating to the Notes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF ASBURY PARK, IN THE COUNTY OF MONMOUTH, NEW JERSEY, AS FOLLOWS:

Section 1. Authorization for Official Statement. The distribution by the City, and its municipal advisor, of the Preliminary Official Statement relating to the Notes (a draft of which is attached hereto as **Exhibit A** and shall be filed with the records of the City) is hereby approved and/or ratified in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officer executing the same may approve, such approval to be evidenced by such City officer's execution thereof. The Chief Financial Officer is hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12 of the Rules of the Securities and Exchange Commission and to execute and deliver a certificate to that effect. The Chief Financial Officer is hereby authorized to approve the contents and terms of the final Official Statement in respect of the aforementioned Notes in substantially the form of the Preliminary Official Statement. The Chief Financial Officer is hereby authorized to sign such Official Statement on behalf of the City, in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as bond counsel may advise and the City officer executing the same may approve, such approval to be evidenced by such City officer's execution thereof.

Section 2. Continuing Disclosure. The form of the Continuing Disclosure Certificate relating to the Notes in substantially the form attached hereto as **Exhibit B** is hereby approved, and the execution of the Continuing Disclosure Certificate by the Chief Financial Officer of the City is hereby authorized. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate executed by the City and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default on the Notes; however, any holder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

Section 3. Further Action. Any matter relating to the award, sale or execution of the Notes which has been delegated by the Bond Ordinances to the Chief Financial Officer may be performed by said officer. On behalf of the City, the appropriate representatives of the City are authorized and directed to take all steps which are necessary or convenient to effectuate the terms of this Resolution with respect to the issuance, sale and delivery of the Notes, including, but not limited to, the execution of a tax certificate and other closing documentation and any documents required as a condition to participation in any federal, state or other note purchase program. All such actions heretofore taken are hereby ratified, approved and confirmed.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

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

NO. 2024-538 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



Individual Resolutions
Meeting of the Municipal Council
Monday, December 23, 2024
RESOLUTION SUMMARY

2024-539

Appointing Kevin Starkey, Esq., of the firm of Starkey, Kelly, Kenneally, Cunningham, Turnbach & Yannone to serve as Municipal Attorney for the City for 2025.



RESOLUTION NO. 2024-539

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

RESOLUTION APPOINTING KEVIN STARKEY, ESQ., OF THE FIRM OF STARKEY, KELLY, KENNEALLY, CUNNINGHAM, TURNBACH & YANNONE TO SERVE AS MUNICIPAL ATTORNEY FOR THE CITY, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL LEGAL SERVICES ASSOCIATED THEREWITH

WHEREAS, the City of Asbury Park (the “City”) must appoint a licensed attorney to serve as the “Municipal Attorney” (a/k/a, the “City Attorney”) for the City for the year 2025; and

WHEREAS, the City of Asbury Park, duly advertised for Request for Qualification on October 30, 2024 and received proposals on Tuesday, November 22, 2024; and

WHEREAS, five (5) firms have submitted proposals including Kevin Starkey, Esq., of the firm of Starkey, Kelly, Kenneally, Cunningham, Turnbach & Yannone; and

WHEREAS, the Municipal Attorney shall handle the general legal matters of the City during the term of his appointment, and perform such other legal matters (collectively, the “services”) as may be directed from time to time by the Mayor and Council; and

WHEREAS, the Mayor and Council have determined to appoint Kevin Starkey, Esq. (the “Attorney”), of the firm of Starkey, Kelly, Kenneally, Cunningham, Turnbach & Yannone, as the Municipal Attorney for the City for 2025; and

WHEREAS, the City’s Chief Financial Officer has determined and certified in writing that the value of the contract associated with the Attorney’s services shall exceed \$17,500.00, and therefore that the contract is subject to the provisions of the State’s Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4, *et seq.* (the Pay-to-Play Law); and

WHEREAS, the anticipated term of this contract is for a twelve (12) month period, commencing on December 24, 2024, and expiring on December 31, 2025, or until a successor has been duly appointed and qualified; and

WHEREAS, said contract may only be renewed upon further action of the City Council; and

WHEREAS, the services to be provided are considered to be “professional services” under the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*; and

WHEREAS, the City's Chief Financial Officer has certified the availability of funds for said contract.

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, as follows:

1. Kevin Starkey, Esq., of the firm of Starkey, Kelly, Kenneally, Cunningham, Turnbach & Yannone, is hereby appointed to serve as the "Municipal Attorney" (a/k/a, the "City Attorney") for the City for the year 2025.
2. The Mayor is hereby authorized to execute, and the City Clerk attest, an Agreement between the City of Asbury Park and Kevin Starkey, Esq., for the year 2025.
3. Said contract is awarded as a "professional service" contract in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the services will be performed by a person authorized by law to practice a recognized profession.
4. Said contract has been awarded through a "fair and open" process, pursuant to and in accordance with the Pay-to-Play Law.
5. A certified copy of this Resolution shall be provided to each of the following:
 - a. City Manager
 - b. Director of Purchasing
 - c. Municipal Attorney

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of RESOLUTION NO. 2024-539 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

CERTIFIED BY ME THIS 24th DAY OF December, 2024.

LISA ESPOSITO
CITY CLERK



**Asbury Park, New Jersey
ORDINANCE NO. 2024-32**

2024 TRANSPORTATION UPDATE ORDINANCE

WHEREAS, the City of Asbury Park (the “City”) has previously established certain traffic regulations concerning metered and permit parking within the City; and

WHEREAS, the previous regulations as referenced above shall be collectively referenced herein as the “prior traffic regulations”; and

WHEREAS, since adoption of the prior regulations, the parking conditions have been evaluated by the City’s Parking Committee on a continuous basis; and

WHEREAS, the proposed new regulations are set forth in the within Ordinance and are set forth as Exhibit A; and

WHEREAS, it is the intention of the Mayor and Council that the revisions set forth herein shall amend and supplement the Traffic Control Regulations contained within the Chapter VII, entitled “Traffic,” of the “Code of the City of Asbury Park, New Jersey,” accordingly.

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

I, LISA ESPOSITO, City Clerk of the City of Asbury Park, Monmouth County, New Jersey, DO HEREBY CERTIFY the foregoing to be a true and exact copy of ORDINANCE NO. 2024-32 which was finally adopted by the City Council at a meeting held on the 23rd day of December, 2024

LISA ESPOSITO
CITY CLERK

EXHIBIT A

Deletions are denoted as strikethrough and additions are underlined.

§ 7-20.1 One-Way Streets Designated.

[2000 Code § 7-20.1; Ord. No. 2189 § 1; Ord. No. 2199 § 1; Ord. No. 2244 § 1; Ord. No. 2290 § 1; Ord. No. 2314 § 1; Ord. No. 2307 § 1; Ord. No. 2318 § 1; Ord. No. 2452 § 1; Ord. No. 2516; Ord. No. 2527; Ord. No. 2665; Ord. No. 2939; Ord. No. 2957; Ord. No. 2990; Ord. No. 2015-47; Ord. No. 2016-11; Ord. No. 2016-27; Ord. No. 2017-34; Ord. No. 2017-42; amended 8-14-2019 by Ord. No. 2019-30; 12-22-2020 by Ord. No. 2020-26; 4-28-2021 by Ord. No. 2021-10; 4-28-2021 by Ord. No. 2021-11; 4-26-2023 by Ord. No. 2023-16; 6-14-2023 by Ord. No. 2023-21]

The following described streets or parts of streets are hereby designated as One-Way Streets in the direction indicated. Parking on these streets will be permitted on the sides indicated below.

One-Way Streets			
Name of Street	Direction	Limits	Parking Permitted
<u>Winn Street</u>	<u>North</u>	<u>Monroe Avenue to Sewall Avenue</u>	<u>Neither Side</u>

§ 7-13 PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS.

[2000 Code § 7-13; Ord. No. 2121 § 1; Ord. No. 2185 § 1; Ord. No. 2320 § 1; Ord. No. 2368; Ord. No. 2449 § 1; Ord. No. 2460 § 1; Ord. No. 2476 § 1; Ord. No. 2517; Ord. No. 2665; Ord. No. 2015--28; Ord. No. 2017-42; Ord. No. 2018-38; amended 5-8-2019 by Ord. No. 2019-18; 9-25-2019 by Ord. No. 2019-40; 9-25-2019 by Ord. No. 2019-41; 4-28-2021 by Ord. No. 2021-10; 4-28-2021 by Ord. No. 2021-11; 6-23-2021 by Ord. No. 2021-24; 4-10-2024 by Ord. No. 2024-8]

No person shall park a vehicle at any time upon any streets or parts thereof described, except where other parking regulations have been provided for.

Parking Prohibited at All Times on Certain Streets		
Name of Street	Sides	Location
<u>Bangs Avenue</u>	<u>West</u>	<u>Summerfield Avenue to Bangs Avenue</u>

§ 7-27 LOADING ZONES.

[2000 Code § 7-27; Ord. No. 2244 § 1; Ord. No. 2334 § 1; Ord. No. 3086; Ord. No. 2015-03; amended 6-23-2021 by Ord. No. 2021-23]

Editor's Note: Minimum length for all Loading Zones is 50 feet. No Loading Zone may be established in any area where it is prohibited to stop, stand or park by N.J.S.A. 39:4-136.

The locations described are hereby designated as Loading Zones. No person shall park a vehicle in these locations during the times indicated other than for the loading or unloading of goods and materials.

Loading Zones		
Name of Street	Side	Location
Bangs Avenue	a. North	Beginning at a point 45 feet from the northerly curbline of Cookman Avenue and extending to a point 50 feet westerly therefrom
	b. North	Beginning at a point 35 feet west from the westerly curbline of Bond Street and extending to a point 60 feet westerly therefrom
Bond Street	East	Beginning at a point 35 feet from the northerly curbline of Monroe Avenue and extending 50 feet northerly therefrom
Cookman Avenue	a. North	Beginning at a point 35 feet from the westerly curbline of Bond Street and extending to a point 60 feet westerly therefrom
	b. North	Beginning at a point 35 feet from the westerly curbline of Press Plaza and extending to a point 60 feet westerly therefrom
	c. South	Beginning at a point 35 feet from the easterly curbline of Bond Street and extending to a point 50 feet easterly therefrom
	d. South	Beginning at a point 35 feet from the westerly curbline of Bond Street and extending to a point 60 feet westerly therefrom
	e. South	Beginning at a point 225 feet from the westerly curbline of Grand Avenue and extending to a point 50 feet westerly therefrom
Emory Street	a. East	Beginning at a point 35 feet from the southerly curbline of Bangs Avenue and extending to a point 125 feet southerly therefrom
	b. West	Beginning at a point 35 feet from the southerly curbline of Sewall Avenue and extending 50 feet southerly therefrom
Main Street {Ord. No. 2021-23}	a. East	Beginning at a point 19 feet north from the northerly curbline of Lake Avenue and extending to a point 50 feet northerly therefrom
	b. West	Beginning at the southerly curbline of Sewall Avenue and extending to a point 50 feet southerly therefrom
Monroe Avenue	a. North	Beginning at a point 100 feet from the westerly curbline of Main Street and extending to a point 50 feet westerly therefrom
	b. North	Beginning at a point 100 feet from the westerly curbline of Heck Street and extending to a point 65 feet westerly therefrom
	c. South	Beginning at a point 75 feet from the easterly curbline of Ridge Avenue and extending to a point 60 feet easterly therefrom
Ocean Avenue	a. Both	Beginning at the southerly curb of Fifth Avenue and extending south to Fourth Avenue

Loading Zones		
Name of Street	Side	Location
	b. East	Beginning at the northerly curb of Second Avenue and extending north to Third Avenue
Summerfield Avenue	North	Beginning at a point 144 feet from the westerly curbline on Grand Avenue and extending to a point 30 feet west, ending at a point 261 feet from the easterly curbline of Emory Street.
Webb Street {Ord. No. 2015-03}	East	10 minutes: beginning at a point 95 feet north of the northeastern curbline of Eighth Avenue and extending to a point 20 feet north therefrom.

Loading Zones			
Name of Street	Side	Location	Time
<u>Bangs Avenue</u>	<u>South</u>	Beginning at a point 25 feet from the southeasterly curbline of Emory Street and extending to a point 42 feet easterly therefrom	All Days 6:00 AM to 3:00 PM
<u>Mattison Avenue</u>	<u>North</u>	Beginning at a point 25 feet from the northeasterly curbline of Bond Street and extending to a point 42 feet westerly therefrom	All Days 6:00 AM to 3:00 PM
<u>Cookman Avenue</u>	<u>West</u>	Beginning at a point 25 feet from the northwesterly curbline of Bangs Avenue and extending to a point 42 feet westerly therefrom	All Days 6:00 AM to 3:00 PM
<u>Main Street</u>	<u>East</u>	<u>Beginning at a point 50 feet from the northerly curbline of Lake Avenue and extending to a point 50 feet northerly therefrom</u>	<u>All Times</u>



Minutes
Meeting of the Municipal Council
Monday, December 23, 2024
REGULAR MEETING

Executive Session - 4:00 p.m.

2024-522 Resolution Authorizing a meeting which excludes the public

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

Workshop Session - 6:00 p.m.

Call to Order/Roll Call

Attendee Name	Title	Status	Arrived
Angela Ahbez-Anderson	Councilmember	Present	
Eileen Chapman	Councilmember	Present	
Yvonne Clayton	Councilmember	Present	
Amy Quinn	Deputy Mayor	Present	
John Moor	Mayor	Present	
Lillian Nazzaro	City Manager	Absent	
Frederick Raffetto	City Attorney	Absent	
Lisa Esposito	City Clerk	Present	
John Hayes	Deputy City Manager	Present	

City Clerk Lisa Esposito called the meeting to order at 6:02 PM.

Silent Prayer/Moment of Reflection

Salute to the Flag

Announcement - Open Public Meetings Act

ITEMS TO BE PRESENTED:

Matters from City Council

Council member Ahbez-Anderson stated, Good Evening, and wishing you all a very Merry Christmas, Happy Hanukkah and Happy Kwanza, thank you.

Council member Chapman stated, I would like to wish everyone a Happy Holiday whatever it is that you celebrate. I hope it is happy and safe. Again I just want to thank everyone who either volunteered or donated to a charity during this holiday season. I wanted to say thank you and let you know how much it means to our community. People came out in full force to help those that were impacted by the fire, support the Holiday Toy Drive, and so many other things. Thank you everyone.

Council member Clayton stated, Happy Holidays to everyone and I want to thank those of you who have contributed and donated your time and efforts to make this holiday a good one for all of our residents.

Thank you so much and have a wonderful holiday and Happy New Year.

Deputy Mayor Quinn had no matters at this time.

Mayor Moor stated, First of all, Happy Holidays to everyone. Two things happened recently. They happened close to the holidays makes no difference in Asbury Park because Asbury Park is a caring and giving City. On November 18th, a young student, King Blue was hit by a car getting off the bus. He had some operations and Abby Lifts Incorporated from Toms River installed the ramp free of charge. I thank Terry and John Quinlisk, the owners of Abby Lifts, their employee Ed Mercado and all those who donated to help this young gentleman get back to his life. I would like to thank all the City employees; Tee Gates, Cassandra Dickerson, Leesha Floyd, JoAnn Boos, Tanisha Bullock, Sylvia Sylvia, Lilibeth Corrales, and BreAsia Wright for coming to the aid of 12 families consisting of 22 people who were displaced from a fire at Vita Gardens on December 18th. They did this in conjunction with United Fellowship Church and Manna Food Pantry. We have some of the best City employees, residents, and volunteers in this City. Any time of year these two incidences show how great this city is and caring about people who are down and out and needed help. I am so proud of everyone in this city for helping them, thank you.

A proclamation recognizing the retirement of Frederick C. Raffetto as the City Attorney, was presented by Mayor and Council.

Matters from City Manager

Deputy City Manager, John Hayes had no matters at this time.

Matters from City Attorney

City Attorney (substitute), Aileen Brennan had no matters at this time.

PUBLIC PARTICIPATION

A motion was made by Council member Ahbez-Anderson and seconded by Council member Chapman to open the meeting to the public. All were in favor. The following members of the public

spoke: Matthew Whelan made a comment about the winners of the Asbury Park business window display contest, and the menorah lighting in Kennedy Park.
A motion to close the meeting to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

MINUTES

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

1. Municipal Council- Executive Meeting December 11, 2024 3:00 PM
2. Municipal Council - Regular Meeting - Dec 11, 2024 6:00 PM

INDIVIDUAL RESOLUTIONS

2024-523 Resolution Approving Payment of Bills

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

2024-499 Resolution Authorizing a Professional Services Contract with T&M Associates for Design, Contract Administration and Inspection of Traffic Signal Installation at Grand and Sunset Avenues

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

2024-517 Resolution of The City of Asbury Park Adopting The Community Energy Plan (CEP) As Part Of The New Jersey Board Of Public Utilities CEP Grant Program

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

2024-524 Resolution Authorizing the Transfer of Appropriations in the Fiscal Year 2024 Budget

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Moor, Mayor
SECONDER:	Eileen Chapman, Councilmember
AYES:	Ahbez-Anderson, Chapman, Clayton, Quinn, Moor

2024-525 Resolution Authorizing Support From Local Governing Body Authorizing A Grant Application (Green Communities Grant) To Provide Funding For A Licensed Tree

Expert Or Other Qualified Professional To Develop A Community Forestry Management Plan (CFMP) And Conduct A Tree Inventory Of Trees On City Public Property

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

2024-526 Resolution of Support from Local Governing Body Authorizing a 2024 Grant Application to provide funding for the Environmental Shade Tree Commission (ESTC)

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

2024-527 Resolution Of The Municipal Council Of The City Of Asbury Park Authorizing The Submission Of An Application To The New Jersey Urban Enterprise Zone Authority For Enterprise Zone Assistance Funds For The UEZ Program Administrative Expenses

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

2024-528 Resolution Awarding the Bid for Solid Waste Collection Services to DeLisa Demolition Inc

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

2024-529 Resolution Authorizing the Purchase and Installation of a New Electronic Gate Needed at the Department of Public Works

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

2024-530 Resolution Authorizing the Purchase of a New Emergency Electric Generator for DPW

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

2024-531 Resolution Approving Change Order #4 for the 2022 Roadway Improvement Program

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

2024-532 Resolution Authorizing the Repairs to the 2017 Ford Police Interceptor Vehicle #28

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

2024-533 Resolution Amending a Contract with G.M.H. Associates for Thickener Mechanism and Drive Units Needed at the Wastewater Treatment Plant

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

2024-534 Resolution Authorizing Second Amendment To Lease Agreement With New Cingular Wireless PCS, LLC

RESULT:	ADOPTED [4 TO 1]
MOVER:	John Moor, Mayor
SECONDER:	Angela Ahbez-Anderson, Councilmember
AYES:	Angela Ahbez-Anderson, Yvonne Clayton, Amy Quinn, John Moor
NAYS:	Eileen Chapman

2024-535 Resolution Authorizing The Execution Of An Amended Agreement With Visiting Nurse Association Of Central Jersey For Public Health Nursing Services

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

2024-536 Resolution Authorizing Geese Management at Sunset Park for 2025

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

2024-537 Resolution Authorizing Geese Management at Wesley Lake for 2025

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

2024-538 Resolution Of The City Of Asbury Park Authorizing The Circulation Of A Preliminary Official Statement And Final Official Statement In Connection With The Sale Of Certain Bond Anticipation Notes Of The City And Approving A Continuing Disclosure Undertaking With Respect To Said Notes, And Authorizing And/Or Ratifying Other Actions In Connection Therewith

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

2024-539 Resolution Appointing Kevin Starkey. Esq., of the firm of Starkey, Kelly, Kenneally, Cunningham, Turnbach & Yannone to Serve as Municipal Attorney for the City, and Authorizing the Execution of an Agreement for Professional Legal Services Associated Therewith

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

ORDINANCES

Second Reading/Public Hearing

2024-32 2024 Transportation Update Ordinance

A motion to open 2024-32 to the public was made by Council member Chapman and seconded by Council member Ahbez-Anderson. All were favor. No members of the public spoke.

A motion to close 2024-32 to the public was made by Mayor Moor and seconded by Council member Chapman. All were in favor.

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

ADJOURNMENT

The meeting was adjourned at 6:32 PM

A motion to close the meeting was made by Council member Chapman and seconded Council member Clayton. Meeting adjourned at 6:32PM.

Respectfully submitted by:

Lisa Esposito, City Clerk